



# 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, July 13, 2015

6:00 PM

Town Hall, 363 N. Main Street

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### MEETING CALLED TO ORDER

### PLEDGE OF ALLEGIANCE

### ROLL CALL

### AGENDA REVIEW

### 1. MAYOR'S RECOGNITIONS AND ANNOUNCEMENTS

### 2. STAFF COMMENTS

### 3. MATTERS FROM COUNCILMEMBERS

### 6A. PUBLIC COMMENTS ON NON-AGENDA, CONSENT CALENDAR & CLOSED SESSION ITEMS

*MANNER OF ADDRESSING THE CITY COUNCIL: Any member of the public desiring to address the City Council shall submit a "Speaker Card" to the City Clerk and proceed to the podium after being recognized by the Presiding Officer. Speakers will be called up in the order the Speaker Cards are received. All remarks and questions shall be addressed to the City Council and no discussion or action shall be taken on any requests, in accordance with Brown Act Requirements.. No person shall enter into any discussion without being recognized by the Mayor or acting Mayor.*

*IF AGENDA PERMITS: A maximum of thirty (30) minutes shall be allotted to receiving public comments at the initial public comment period and, if necessary, an additional 30 minutes shall be allotted to public comments prior to action on the Consent Calendar. 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 but not limited to, the number of persons wishing to speak on a particular topic or at a particular meeting, 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: Pursuant to the Brown Act the Council cannot discuss issues or take action on any requests during this comment period.*

#### **4. 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.*

#### **5. CONDUCT OF BUSINESS**

- 5A.** [15-264](#) Receive Oral Update Regarding Petition for Ballot Initiative Entitled "Prohibiting Social Service Organizations in the Central Business District" and Consider Adoption of City Council Resolution Requesting Services of the Mendocino County Registrar of Voters to Verify Signatures in Connection with Petition

**Attachments:** [07132015 Ballot Initiative RESO Requesting County Services to Verify Signatures on Initiative Petition Initiative Petition](#)

- 5B.** [15-274](#) Receive Update on Downtown WiFi Project and Consider Adoption of City Council Resolution Amending the FY 2015-16 Budget to Appropriate \$10,000 from Waste Management Community Benefit Fund for Implementation of Downtown WiFi Project (Budget Amendment #2016-01; Amount Not to Exceed \$10,000; Fund 220, Waste Management Community Benefit Fund)

**Attachments:** [07132015 WiFi Summary Report RESO Downtown WiFi Project Budget Amendment #2016-01](#)

#### **6B. PUBLIC COMMENTS ON NON-AGENDA, CONSENT CALENDAR & CLOSED SESSION ITEMS (Continued, If Needed)**

*See 6A above.*

#### **7. 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*

- 7A** [15-229](#) Adopt by Title Only and Waive Further Reading of Ordinance 915-2015 Repealing and Replacing Chapter 9.68 of Title 9 (Public Peace, Safety and Morals) of the Fort Bragg Municipal Code

**Attachments:** [ORD #915 Preservation of Parks](#)

- 7B. [15-170](#)** Adopt City Council Resolution Approving Professional Services Agreement with Glass Architects for Preparation of Athletic Fields Master Plan and a Master Plan for Phase 3 of the C.V. Starr Community Center and Authorizing City Manager to Execute Same (Amount Not to Exceed: \$98,510; Account No. 328-5022-0630 & 328-5023-0630)
- Attachments:** [RESO Glass Architects PSA](#)  
[Exhibit A - Glass Architects PSA](#)
- 7C. [15-256](#)** Adopt City Council Resolution Approving Professional Services Agreement with WRA for City Surrounded by a Trail Feasibility Study and Conceptual Design and Authorizing City Manager to Execute Same (Amount Not to Exceed: \$65,500; MCOG Overall Work Program Grant; Account No. 314-3017-0631)
- Attachments:** [RESO WRA PSA](#)  
[Exhibit A - WRA Agreement](#)
- 7D. [15-263](#)** Adopt City Council Resolution Amending the FY 2014-15 Budget to Appropriate \$90,000 Received From the Noyo Harbor District to Fund Additional Work on the Coastal Restoration & Trail Project (Budget Amendment #2015-30; Amount Not to Exceed \$90,000; Account No. 407-5028-0731)
- Attachments:** [RESO Dredge Soils Tipping Fee Appropriation](#)
- 7E. [15-273](#)** Adopt City Council Resolution Amending the FY 2015-16 Budget to Appropriate \$88,275 from the Fire Equipment Fund to Cover the City's Share of the Purchase Cost of a New Water Tender (Budget Amendment #2016-02; Amount Not to Exceed \$88,275; Fund 280)
- Attachments:** [RESO Fire Equipment Fund Budget Amendment #2016-02](#)
- 7F. [15-241](#)** Adopt City Council Resolution Amending the Compensation and Benefits Plan for the City Manager
- Attachments:** [RESO City Manager Comp Plan](#)
- 7G. [15-240](#)** Adopt City Council Resolution Modifying the CalPERS Employer Paid Member Contributions for the City Manager
- Attachments:** [RESO City Manager CalPERS](#)
- 7H. [15-265](#)** Adopt City Council Resolution Authorizing Acting City Clerk Classification and Reclassifying Housing & Economic Development Coordinator Position to Special Projects Manager
- Attachments:** [RESO Acting City Clerk and Special Projects Manager Classifications](#)

- 7I. [15-266](#) Adopt City Council Resolution Establishing a Compensation Plan and Terms and Conditions of Employment for Exempt Mid-Management Classifications  
**Attachments:** [RESO Mid Mgmt Comp Plan](#)
- 7J. [15-272](#) Adopt City Council Resolution Modifying the CalPERS Employer Paid Member Contributions for Exempt Mid-Management Classifications  
**Attachments:** [RESO Modifying the CalPERS Employer Paid Member Contributions for Mid-M](#)
- 7K. [15-270](#) Adopt City Council Resolution Designating Councilmember Hammerstom as the City's Voting Delegate and Vice Mayor Peters as the Alternate Voting Delegate for the 2015 League of California Cities Annual Conference  
**Attachments:** [RESO League of Cities Voting Delegate and Alternate Designation of Voting Delegates and Alternates](#)
- 7L. [15-267](#) Approve Letter of Support for Mendocino Coast Recreation and Park District's Application to National Park Service River, Trails and Conservation Assistance Program  
**Attachments:** [2015-07-13 MCRPD Multi Use Park Letter of Support](#)
- 7M. [15-275](#) Receive and File Minutes from March 11, 2015 Public Safety Committee Meeting  
**Attachments:** [PSCM2015-03-11](#)
- 7N. [15-259](#) Receive and File Minutes from April 28, 2015 Community Development Committee Meeting  
**Attachments:** [CDCM 04282015](#)
- 7O. [15-261](#) Receive and File Minutes from May 26, 2015 Community Development Committee Meeting  
**Attachments:** [CDCM 05262015](#)
- 7P. [15-254](#) Approve Minutes of June 22, 2015  
**Attachments:** [CCM2015-06-22](#)
- 7Q. [15-255](#) Approve Minutes of Special Meeting of June 29, 2015  
**Attachments:** [CCM2015-06-29 Special](#)

## **8. CLOSED SESSION**

### **ADJOURNMENT**

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

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**NEXT REGULAR CITY COUNCIL MEETING: 6:00 P.M., MONDAY, July 27, 2015**

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 July 8, 2015.

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Brenda Jourdain, Administrative Assistant

**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 in the lobby of City Hall at 416 N. Franklin Street during normal business hours.*
- *Such documents are also available on the City of Fort Bragg's website at <http://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.*

*The Council Chamber is equipped with a Recoton Wireless Stereo Headphone unit for use by the hearing impaired. The unit operates in conjunction with the Chamber's sound system. You may request the Recoton Wireless Stereo Headphone unit from the City Clerk for personal use during the Council meetings. This notice is in compliance with the Americans with Disabilities Act (28 CFR, 35.102-35.104 ADA Title II).*

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AGENCY: City Council  
MEETING DATE: July 13, 2015  
DEPARTMENT: Administration  
PRESENTED BY: Staff

## AGENDA ITEM SUMMARY

**TITLE:**

RECEIVE ORAL UPDATE REGARDING PETITION FOR BALLOT INITIATIVE ENTITLED "PROHIBITING SOCIAL SERVICE ORGANIZATIONS IN THE CENTRAL BUSINESS DISTRICT" AND CONSIDER ADOPTION OF CITY COUNCIL RESOLUTION REQUESTING SERVICES OF THE MENDOCINO COUNTY REGISTRAR OF VOTERS TO VERIFY SIGNATURES IN CONNECTION WITH PETITION

**THIS WILL BE AN ORAL UPDATE.**

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**RESOLUTION NO. \_\_\_\_-2015**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL REQUESTING THE SERVICES OF THE MENDOCINO COUNTY REGISTRAR OF VOTERS TO VERIFY SIGNATURES IN CONNECTION WITH PETITION FILED ON JULY 6, 2015 FOR INITIATIVE MEASURE ENTITLED “PROHIBITING SOCIAL SERVICE ORGANIZATIONS IN THE CENTRAL BUSINESS DISTRICT”**

**WHEREAS**, under the provisions of the California Elections Code (Section 9200, et. seq.), any proposed ordinance may be submitted to the legislative body of an incorporated city by a petition filed with the elections official of the legislative body; and

**WHEREAS**, on July 6, 2015, the proponents of an initiative measure titled “Prohibiting Social Service Organizations in the Central Business District” filed a petition with the City elections official with a request that the ordinance be submitted immediately to the vote of the people at a special election; and

**WHEREAS**, on July 8, 2015, the City elections official accepted the petition, for filing purposes only, pursuant to California Elections Code Section 9210; and

**WHEREAS**, the City requests that the Mendocino County Registrar of Voters perform the service of examining the petition to determine if the number of signatures equals or is in excess of the minimum number of signatures required for a petition in accordance with California Elections Code Section 9214 or Section 9215.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby declare as follows:

A. That the Mendocino County Registrar of Voters is authorized to verify signatures on the petitions submitted for an initiative measure entitled “Prohibiting Social Service Organizations in the Central Business District” and to certify whether the petitions present sufficient valid signatures for a special election per California Elections Code Section 9214, or a general election per California Elections Code Section 9215.

B. That the City of Fort Bragg recognizes that additional costs will be incurred by the County by reason of this request and agrees to reimburse the County for any costs.

C. That the City Manager is directed to ensure that a certified copy of this resolution shall be submitted to the Mendocino County Registrar of Voters.

**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 13<sup>th</sup> day of July, 2015, by the following vote:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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**DAVE TURNER,**  
**Mayor**

**ATTEST:**

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**Brenda Jourdain,**  
**Administrative Assistant**

## Initiative Measure to be Submitted Directly to the Voters

The City Attorney has prepared the following title and summary of the chief purpose and points of the proposed measure:

### Prohibiting Social Service Organizations in the Central Business District

This measure would add language to the Fort Bragg Municipal Code to provide that a "social service organization" is not a permitted use within the Central Business District zoning district unless such organization was established and existed at a location within the district prior to January 1, 2015.

Further, this measure would modify Table 2-6 in the Fort Bragg Municipal Code regarding "Allowed Land Uses and Permit Requirements for Commercial Zoning Districts" with respect to a "social service organization" to change that use from "Permitted Use, Zoning Clearance required", to "Use not allowed."

A social service organization is defined by the Fort Bragg Municipal Code as:

"A public or quasi-public establishment providing social and/or rehabilitation services, serving persons with social or personal problems requiring special services, the handicapped, and the otherwise disadvantaged. Examples of this land use include: counseling centers, welfare offices, job counseling and training centers, or vocational rehabilitation agencies. Includes organizations soliciting funds to be used directly for these and related services, and establishments engaged in community improvement and neighborhood development. Does not include day-care services, emergency shelters and transitional housing, or "Residential Care" which are separately defined.

Signed, Brenda Jourdain, City of Fort Bragg Elections Official  
for Samantha Zutler, City of Fort Bragg General Counsel

Date: June 2, 2015

## INITIATIVE MEASURE TO BE SUBMITTED DIRECTLY TO THE VOTERS

Be it ordained by the People of the City of Fort Bragg that Title 18, Chapter 18.22 of the Municipal Code (Commercial Zoning Districts) and Table 2-6 are hereby amended as set forth below in italics:

### 18.22.020 - Purposes of Commercial Zoning Districts

The purposes of the individual commercial zoning districts and the manner in which they are applied are as follows.

- A. CN (Neighborhood Commercial) zoning district. The CN zoning district is applied to areas of the City that are appropriate for small-scale facilities providing convenience shopping and services for adjacent residential neighborhoods. The maximum allowable residential density within the CN district for the residential component of a mixed-use project is 12 dwelling units per acre; the maximum floor area ratio (FAR) is 0.40. The CN zoning district implements and is consistent with the CN land use designation of the General Plan.
- B. CO (Office Commercial) zoning district. The CO zoning district is applied to areas of the City that are intended to serve the office and institutional needs of the community that cannot be accommodated within the CBD zoning district. Other related and office-supporting uses may also be allowed. The maximum allowable residential density within the CO district for either the residential component of a mixed-use project or multi-family dwellings as a primary use is 24 dwelling units per acre; the maximum floor area ratio (FAR) is 0.40. The CO zoning district implements and is consistent with the CO land use designation of the General Plan.
- C. CBD (Central Business District) zoning district. The CBD zoning district is applied to the core of the downtown which is the civic, cultural, and commercial center of the City. The CBD zone is intended to accommodate retail stores, government and professional offices, theaters, and other similar and related uses in the context of pedestrian oriented development. *A social service organization is not a permitted use under any circumstances unless such organization was established and existed at a location within the CBD zoning district prior to January 1, 2015.* The maximum allowable residential density within the CBD zone for the residential component of a mixed use project is 40 dwelling units per acre; the maximum floor area ratio (FAR) is 2.0. The CBD zoning district implements and is consistent with the CBD land use designation of the General Plan.
- D. CG (General Commercial) zoning district. The CG zoning district is applied to areas of the City that are appropriate for less compact and intensive commercial uses than those accommodated within the CBD zone. Allowable and uses are typically more auto-oriented than pedestrian oriented, and may include automotive and service-related uses, a wide range of retail stores, including those selling large products (appliances, home furnishings, building materials, etc.) The maximum allowable residential density within the CG district for the residential component of a mixed-use project is 24 dwelling units per acre; the maximum floor area ratio (FAR) is 0.40. The CG zoning district implements and is consistent with the CG land use designation of the General Plan.
- E. CH (Highway Commercial) zoning district. The CH zoning district is applied to sites along Highway 1 and arterials at the entry points to the community. Allowable land uses include lodging, restaurants, and retail stores. The maximum allowable residential density within the CH district for the residential component of a mixed-use project is 24 dwelling units per acre; the maximum floor area ratio (FAR) is 0.40. The CH zoning district implements and is consistent with the CH land use designation of the General Plan.

LAND USE	MUP	PERMITTED USE ZONING CLEARANCE REQUIRED					Special Use Regulations
		EN	CO	CBD	CG	CH	
Allowed Land Use and Permit Requirement	MUP	Municipal Permit required (see Section 18.22.030)					
Permitted Land Use and Permit Requirement	UP	Use Permit required (see Section 18.22.060)					
Permitted Land Use and Permit Requirement	SP	Permit requirements as specified in Regulations					
PERMITTED USE ZONING CLEARANCE REQUIRED		Use Not Allowed					
		PERMIT REQUIRED BY DISTRICT					Special Use Regulations
		EN	CO	CBD	CG	CH	

**SERVICES - BUSINESS, FINANCIAL, PROFESSIONAL**

ATM	P	P	P	P	P	
Bank, financial services	UP	P	P	P	P	
Business support service	—	P	P	P	P	
Medical services - Doctor office	P	P	P	P	UP	
Medical services - Clinic, lab, urgent care	—	P	P	P	—	
Medical services - Hospital	—	UP	—	UP	UP	
Office - Accessory	P	P	P	P	P	
Office - Business/service	—	P	P	P	P	
Office - Processing	—	P	P(2)	P	—	
Office - Professional/administrative	—	P	P	P	P	

**SERVICES - GENERAL**

LAND USE	MUP	PERMITTED USE ZONING CLEARANCE REQUIRED					Special Use Regulations
		EN	CO	CBD	CG	CH	
Allowed Land Use and Permit Requirement	MUP	Municipal Permit required (see Section 18.22.030)					
Permitted Land Use and Permit Requirement	UP	Use Permit required (see Section 18.22.060)					
Permitted Land Use and Permit Requirement	SP	Permit requirements as specified in Regulations					
PERMITTED USE ZONING CLEARANCE REQUIRED		Use Not Allowed					
		PERMIT REQUIRED BY DISTRICT					Special Use Regulations
		EN	CO	CBD	CG	CH	
Adult day care	P	P	P	P	—		
Catering service	—	P	—	P	—		
Child day care center	UP	UP	UP	UP	—		
Drive-through service	—	—	UP	UP	UP	18.42.070	
Equipment rental	—	—	UP	P	UP		
Kennel, animal boarding	—	—	—	UP	—		
Lodging - Bed & breakfast inn (B&B)	—	—	UP	UP	P	18.42.050	
Lodging - Hotel or motel	—	—	UP	UP	UP		
Lodging - Vacation rentals	—	—	—	—	—		
Maintenance service - Client site services	—	—	—	P	—		
Mortuary, funeral home	—	P	—	P	—		
Personal services	P	P	P	P	UP		
Personal services - Restricted	—	—	UP	UP	—		
Public safety facility	—	P	P	P	P		
Repair service - Equipment, large appliances, etc.	—	—	—	P	—		
Social service organization	—	P	—	P	UP		
Vehicle services - Major repair/body work	—	—	—	UP	UP		
Vehicle services - Minor maintenance/repair	—	—	—	P	P		
Veterinary clinic, animal hospital	—	P	—	P	P		

**Notice of Intent to Circulate Petition**

Notice is hereby given by the persons whose names appear hereon of their intention to circulate the petition within the City of Fort Bragg, County of Mendocino to insure that the purpose of Section 18.22.020 of the City of Fort Bragg Land Use and Development Code be applied in the Central Business District (CBD) and that the CBD remain the historic, civic, cultural and commercial core of the community as provided in the General Plan.

This initiative clarifies and amends Title 18, Chapter 18.22 of the Municipal Code (Commercial Zoning Districts) to not allow by permit or otherwise specific land uses in the CBD, as that District is shown and described by Title 18 as of January 1, 2015.

Table 2-6 Allowed Land Uses and Permit Requirements for Commercial Zoning Districts, in Section 18.22.030 of Chapter 18.22 is amended to designate that "social service organization" is not a permitted use in the Central Business District (CBD), unless such organization was established and existed in the CBD prior to January 1, 2015.

Proponents:  
 Carolyn Petersen  
 Jeanne Stubenrauch



**Initiative Measure to be Submitted Directly to the Voters**

The City Attorney has prepared the following title and summary of the chief purpose and points of the proposed measure:

**Prohibiting Social Service Organizations in the Central Business District**

This measure would add language to the Fort Bragg Municipal Code to provide that a ‘social service organization’ is not a permitted use within the Central Business District zoning district unless such organization was established and existed at a location within the district prior to January 1, 2015.

Further, this measure would modify Table 2-6 in the Fort Bragg Municipal Code regarding “Allowed Land Uses and Permit Requirements for Commercial Zoning Districts” with respect to a “social service organization” to change that use from “Permitted Use, Zoning Clearance required”, to “Use not allowed.”

A social service organization is defined by the Fort Bragg Municipal Code as:

“A public or quasi-public establishment providing social and/or rehabilitation services, serving persons with social or personal problems requiring special services, the handicapped, and the otherwise disadvantaged. Examples of this land use include: counseling centers, welfare offices, job counseling and training centers, or vocational rehabilitation agencies. Includes organizations soliciting funds to be used directly for these and related services, and establishments engaged in community improvement and neighborhood development. Does not include day-care services, emergency shelters and transitional housing, or “Residential Care” which are separately defined.

Signed, Brenda Jourdain, City of Fort Bragg Elections Official  
for Samantha Zutler, City of Fort Bragg General Counsel

Date: June 2, 2015

**NOTICE TO THE PUBLIC:  
THIS PETITION MAY BE CIRCULATED BY A PAID  
SIGNATURE GATHERER OR A VOLUNTEER. YOU HAVE THE RIGHT TO ASK.**

**Use Pen Only — Please print all information except the signature.**

Official Use Only

**REGISTERED VOTERS ONLY**

**REGISTERED VOTERS ONLY**

1.	<p>Print Your Name _____ Residence Address ONLY _____</p> <p>Sign as Registered To Vote _____ City _____ Zip _____</p>	
2.	<p>Print Your Name _____ Residence Address ONLY _____</p> <p>Sign as Registered To Vote _____ City _____ Zip _____</p>	
3.	<p>Print Your Name _____ Residence Address ONLY _____</p> <p>Sign as Registered To Vote _____ City _____ Zip _____</p>	
4.	<p>Print Your Name _____ Residence Address ONLY _____</p> <p>Sign as Registered To Vote _____ City _____ Zip _____</p>	
5.	<p>Print Your Name _____ Residence Address ONLY _____</p> <p>Sign as Registered To Vote _____ City _____ Zip _____</p>	

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AGENCY:	City Council
MEETING DATE:	July 13, 2015
DEPARTMENT:	Admin
PREPARED BY:	L. Ruffing/L. Bengtsson-Davis
PRESENTED BY:	L. Ruffing/Tech Comm.

## AGENDA ITEM SUMMARY

### **TITLE:**

**RECEIVE UPDATE ON DOWNTOWN WIFI PROJECT AND CONSIDER ADOPTION OF CITY COUNCIL RESOLUTION AMENDING THE FY 2015-16 BUDGET TO APPROPRIATE \$10,000 FROM THE WASTE MANAGEMENT COMMUNITY BENEFIT FUND FOR IMPLEMENTATION OF THE DOWNTOWN WIFI PROJECT (BUDGET AMENDMENT #2016-01; AMOUNT NOT TO EXCEED \$10,000; FUND 220, WASTE MANAGEMENT COMMUNITY BENEFIT FUND)**

### **ISSUE:**

Earlier this year, the Council formed an ad hoc Technology Committee to explore the possibility of establishing free wireless internet service (WiFi) in downtown Fort Bragg. The Committee has completed its investigation and recommends that the Council authorize the expenditure of up to \$10,000 from Fund 220 (Waste Management Community Benefit Fund) for implementation of the Downtown WiFi project.

### **RECOMMENDED ACTION:**

Adopt City Council Resolution amending the FY 2015-16 Budget to appropriate \$10,000 from the Waste Management Community Benefit Fund for implementation of the Downtown WiFi Project (Budget Amendment 2016-01; Amount Not to Exceed \$10,000; Fund 220, Waste Management Community Benefit Fund).

### **ALTERNATIVE ACTION(S):**

1. No action. Do not proceed with the Downtown WiFi Project.
2. Continue action on the matter and identify additional information to be provided by the ad hoc Technology Committee or City staff to help inform the Council's decision.

### **ANALYSIS:**

The ad hoc Technology Committee consists of Mayor Turner, Councilmember Deitz, John "Bubba" Naulty, Jr., Barry Daost, Sage Statham, Lynda Bengtsson-Davis, and Ginny Feth-Michel. The Committee met several times over the past six months to investigate the possibility of establishing free, public WiFi service in downtown Fort Bragg. The service, which would be offered in partnership with Mendocino Community Network (MCN is the Mendocino Coast's local internet service provider), would help to brand Fort Bragg as a technology-friendly community, would enable residents and visitors to access the internet for free on cell phones, tablets, and laptop computers from locations throughout the downtown.

The network would require the installation and configuration of antennas, routing equipment, servers, battery back up, etc. The City would purchase the equipment and MCN would install and configure it. MCN would provide the internet service and, in exchange, there will be a "splash screen" that identifies MCN and the City as the providers of the free public WiFi service. MCN would also provide administrative services to ensure that the equipment and software is updated

as needed. The software will be capable of dividing up the bandwidth and throttling individual workstations to ensure even access. It will also be set to "time out" periodically, requiring users to re-sign in. The service would also be configured to turn off for some time each night. The intent of these disruptions is to discourage downtown businesses and residents from substituting the public WiFi for regular, commercial internet service.

**FISCAL IMPACT:**

The initial start-up costs, including purchase of equipment and installation of cabling, are estimated at approximately \$10,000. On-going costs include nominal monthly charges for two additional DSL phone lines. Those costs would be paid by the City. Future costs would include periodic equipment repairs and upgrades.

**IMPLEMENTATION/TIMEFRAMES:**

If the Council authorizes the Downtown WiFi project and approves the budget amendment authorizing the expenditure of up to \$10,000 from the Waste Management Community Benefit Fund, work will begin immediately to get the service up and running. The City will need to enter into a service agreement with MCN to clarify roles and responsibilities for installation, configuration, administration, and repair of the free public wireless internet service.

**ATTACHMENTS:**

1. Resolution

**NOTIFICATION:**

1. Technology ad hoc committee members
2. Dan Heimann and Deborah Hock

**City Clerk's Office Use Only**

Agency Action	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	<input type="checkbox"/> Approved as Amended
Resolution No.:	_____	Ordinance No.:	_____
Moved by:	_____	Seconded by:	_____
Vote:	_____		
<input type="checkbox"/> Deferred/Continued to meeting of:	_____		
<input type="checkbox"/> Referred to:	_____		



**RESOLUTION NO. \_\_\_\_-2015**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL AMENDING THE FY 2015-16 BUDGET TO APPROPRIATE \$10,000 FROM THE WASTE MANAGEMENT COMMUNITY BENEFIT FUND FOR IMPLEMENTATION OF THE DOWNTOWN WIFI PROJECT (BUDGET AMENDMENT #2016-01; AMOUNT NOT TO EXCEED \$10,000; FUND 220, WASTE MANAGEMENT COMMUNITY BENEFIT FUND)**

**WHEREAS**, the Fort Bragg City Council formed an ad hoc Technology Committee to explore the possibility of establishing free wireless internet service (WiFi) in downtown Fort Bragg; and

**WHEREAS**, the Committee has recommended that free Downtown WiFi service be provided, in partnership between the City and Mendocino Community Network (MCN); and

**WHEREAS**, the Downtown WiFi project is intended help brand Fort Bragg as a technology-friendly community, and to enable residents and visitors to access 4G wireless internet service on cell phones, tablets, and laptop computers from locations throughout the downtown; and

**WHEREAS**, the Downtown WiFi project will require installation and configuration of antennas, routing equipment, servers, battery back up, etc and ongoing administrative support services; and

**WHEREAS**, initial start-up costs, including purchase of equipment and installation of cabling, are estimated at approximately \$10,000, and MCN has agreed to perform the installation and configuration free of charge; and

**WHEREAS**, The City will need to enter into a service agreement with MCN to clarify roles and responsibilities for installation, configuration, administration, and repair of the free public wireless internet service.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby amend the FY 2015-16 Budget to appropriate \$10,000 from the Waste Management Community Benefit Fund for implementation of the Downtown WiFi Project (Budget Amendment 2016-01; Amount Not to Exceed \$10,000; Fund 220, Waste Management Community Benefit Fund.

**BE IT FURTHER RESOLVED** that the City Manager is directed to negotiate a service agreement with MCN to clarify roles and responsibilities for installation, configuration, administration and repair of the free public wireless internet service.

**The above and foregoing Resolution was introduced by \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 13<sup>th</sup> day of July, 2015 by the following vote:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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**DAVE TURNER**  
**Mayor**

**ATTEST:**

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**Brenda Jourdain,**  
**Administrative Assistant**



# City of Fort Bragg

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

## Text File

File Number: 15-229

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**Agenda Date:** 7/13/2015

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Ordinance

**Agenda Number:** 7A

Adopt by Title Only and Waive Further Reading of Ordinance 915-2015 Repealing and Replacing Chapter 9.68 of Title 9 (Public Peace, Safety and Morals) of the Fort Bragg Municipal Code

The City's Noyo Headlands Park project is a great success. The Coastal Trail is heavily which has resulted in some impacts on coastal resources. In April, the Council's Community Development Committee considered modifications to the Municipal Code to address specific challenges. The new park rules were reviewed by City Council on May 26, 2015 and Ordinance 915-2015 was introduced at the June 22, 2015 City Council meeting. The Ordinance is now brought forward for adoption. The new regulations address the following: trespass into rare plant areas; use of City property to tie-off for rappelling down the bluff face, removal of glass from Glass Beach, digging on the site, and fireworks.

**BEFORE THE CITY COUNCIL OF THE CITY OF FORT BRAGG**

**AN ORDINANCE REPEALING AND REPLACING CHAPTER 9.68 OF TITLE 9 (PUBLIC PEACE, SAFETY AND MORALS) OF THE FORT BRAGG MUNICIPAL CODE**

**ORDINANCE NO. 915-2015**

**WHEREAS**, the City currently has rules or regulations governing rules of use and conduct in city parks in the City limits; and

WHEREAS, the City's existing rules or regulations governing rules of use and conduct in city parks in the City limits does not address a number of conduct and use issues on the City's new Noyo Headlands Park; and

**WHEREAS**, the City Council of the City of Fort Bragg ("City Council") has determined that the lack of rules to address conduct and use issues at Noyo Headlands Park creates a threat to public health and safety; and

**WHEREAS**, the City Council wishes to establish rules and regulations governing conduct and use of park facilities in the City limits.

**NOW, THEREFORE, the City Council ordains as follows:**

**Section 1. Legislative Findings.** The City Council hereby finds as follows:

1. Prohibition of trespass into rare plant areas will protect important biological communities from damage and destruction in accordance with the City's Coastal General Plan; and
2. Prohibition of the removal of beach glass from the City's glass beaches will preserve this historic resource for future generations of residents and tourists to admire and enjoy; and
3. Prohibition of fireworks in City parks will protect the public health and safety; and
4. Prohibition of digging within City Parks will protect cultural and historic resources.
5. There is no possibility that the adoption of this ordinance will have a significant impact on the environment, and therefore, the adoption of this ordinance is exempt from the California Environmental Quality Act ("CEQA"), pursuant to Section 15061(b)(3) of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations).

**Section .** Chapter 9.68, entitled Preservation of Parks is hereby repealed and replaced in Title 9 (Public Peace, Safety, and Morals) of the Fort Bragg Municipal Code as follows:

## CHAPTER 9.68: PRESERVATION OF PARKS

### Section

- 9.68.010 Parks - Generally
- 9.68.020 Park Hours - Generally
- 9.68.030 Wiggly Giggly Playground Rules
- 9.68.035 Exceptions
- 9.68.040 Penalties for Violation

### **9.68.010 PARKS - GENERALLY.**

In order to promote and protect public health and welfare and provide for the general safety of the users of City parks, the following rules shall apply.

A. Motorized vehicles of any kind or nature shall be prohibited from accessing any portion of a park (other than parking lots and/or access roads), except for the following: emergency vehicles; vehicles of the City and its duly authorized representatives or agents; strollers and similar children's carriages; wheelchairs; and vehicles whose owners have first obtained a permit from the Director of Public Works for temporary access for activities as may be approved by the City.

B. Vehicles shall not stop, stand, park, or be left standing in any of the designated parking lots during park closure hours listed in § 9.68.020, except that the City Manager may issue night use permits for parking in connection with organized activities.

C. Alcoholic beverages or controlled substances, as that term is defined in Cal. Health and Safety Code § 11007 (as the same may be amended from time to time), are not allowed within City parks.

D. Dogs must be kept on leash at all times. The City Council may, by resolution, designate "off leash" areas of any City park. Areas designated by City Council resolution to be "off leash" shall not be subject to this leash requirement.

E. Dog owners are required to clean up and properly dispose of excrement of their animals.

F. Overnight camping is not allowed in City parks.

G. Firearms are not allowed in City parks.

H. Barbecues and fires are not allowed in City parks except in designated areas.

I. Bicycles may only be ridden on designated bicycle trails.

J. Motorized bicycles and scooters are prohibited in all City Parks

K. Horses are not allowed in City parks.

L. Littering or disposal of household refuse is not allowed in City parks.

M. Destruction or removal of any park property is prohibited.

N. Rollerblades are permitted only on the bicycle and pedestrian trail at Pomo Bluffs Park and Noyo Headlands Park.

O. Entry into habitat protective areas is prohibited (as designated by habitat protective fencing and/or signage).

P. Removal of beach glass is prohibited at Noyo Headlands Park.

Q. The use of ropes and/or other equipment to scale the bluffs is prohibited in Pomo Bluffs Park and Noyo Headlands Park.

R. Digging and scavenging (use of metal detectors) are prohibited in parks, unless expressly authorized by the Director of Public Works.

S. Fireworks are not permitted in City parks, unless authorized as part of City-approved pyrotechnic display.

T. Smoking is prohibited in City parks.

**9.68.020 PARK HOURS - GENERALLY.**

It shall be unlawful for any person to enter, traverse, or be present in City parks from dusk to dawn the following day, except that the prohibited hours at Bainbridge Park tennis court shall be 10:00 p.m. to dawn the following day. The City Manager may issue night use permits for organized activities. For purposes of this chapter, “dusk” is defined as one (1) hour after sunset and “dawn” is defined as one (1) hour preceding sunrise.

**9.68.030 WIGGLY GIGGLY PLAYGROUND RULES.**

A. No glass containers shall be allowed within the playground area.

B. No skateboards, scooters (electric, motorized, or “push”), bicycles, rollerblades, roller skates, big wheels, unicycles, tricycles, or other wheeled forms of transportation (other than wheelchairs, strollers, and the like) shall be utilized within the playground boundaries.

**9.68.035 EXCEPTIONS.**

The provisions of Chapter 9.68 shall not be applicable to the Skate Park located at the C.V. Starr Community Center, 300 S. Lincoln Street, Fort Bragg, which is separately governed and regulated by the provisions of Chapter 9.69.

**9.68.040 PENALTY FOR VIOLATION.**

Any person violating the provisions of this chapter is guilty of an infraction, and upon conviction thereof shall be punishable as provided in Chapter 1.12.

**Section . 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 . Effective Date and Publication.** This ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its

passage. Within fifteen (15) days after the passage of this Ordinance, the City Clerk shall cause a summary of said Ordinance to be published as provided in Government Code §36933, in a newspaper of general circulation published and circulated in the City of Fort Bragg, along with the names of the City Council voting for and against its passage.

**The foregoing Ordinance was introduced by Councilmember Peters at a regular meeting of the City Council of the City of Fort Bragg held on June 22, 2015, and adopted at a regular meeting of the City of Fort Bragg held on July 13, 2015, by the following vote:**

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

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**Dave Turner,  
Mayor**

**ATTEST:**

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**Brenda Jourdain,  
Administrative Assistant**

**PUBLISH: June 25, 2015 and July 23, 2015 (by summary).  
EFFECTIVE DATE: August 12, 2015.**

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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: 15-170

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**Agenda Date:** 7/13/2015

**Version:** 2

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 7B.

Adopt City Council Resolution Approving Professional Services Agreement with Glass Architects for Preparation of Athletic Fields Master Plan and a Master Plan for Phase 3 of the C.V. Starr Community Center and Authorizing City Manager to Execute Same (Amount Not to Exceed: \$98,510; Account No. 328-5022-0630 & 328-5023-0630)

The City of Fort Bragg was awarded a Housing Related Parks (HRP) grant from the State Department of Housing and Community Development in the amount of \$98,550. A portion of the funding was allocated for preparation of an Athletic Fields Master Plan and preparation of a Master Plan for Phase 3 of the C.V. Starr Community Center. The City distributed a Request for Proposals for preparation of the master plans and received two proposals. The proposal from Glass Architects included preparation of both master plans within the funding amount allocated in the grant. Glass Architects has extensive experience with the C.V. Starr Center as they were the designer of the original building.

Subcontractor, Verde Design, has extensive specialized athletic field design experience. The grant funding will be allocated \$56,010 towards the Athletic Fields and \$42,500 towards the C.V. Starr Center consistent with the City Council's January 13, 2014 direction to staff. All of the grant funds will be utilized for design and master planning and none of the funds will be available for construction of actual improvements. However, the Council has identified the Athletic Fields enhancement project as a "supplemental activity" for funding in conjunction with the City's 2014 CDBG grant. Securing the services of Glass Architects and Verde Design will ensure provision of qualified services for a reasonable cost to benefit the City of Fort Bragg, the Fort Bragg Unified School District, and the Mendocino Coast Recreation and Park District.

**RESOLUTION NO. \_\_\_\_-2015**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH GLASS ARCHITECTS FOR PREPARATION OF ATHLETIC FIELDS MASTER PLAN AND A MASTER PLAN FOR PHASE 3 OF THE C.V. STARR COMMUNITY CENTER (AMOUNT NOT TO EXCEED: \$98,510; ACCOUNT NUMBERS 328-5022-0630 & 328-5023-0630) AND AUTHORIZING CITY MANAGER TO EXECUTE SAME**

**WHEREAS**, the City of Fort Bragg (“City”) was awarded a Housing Related Parks (“HRP”) grant from the State Housing and Community Development Program; and

**WHEREAS**, a portion of the grant funding was allocated for the development of an Athletic Fields Master Plan and development of a Master Plan for Phase 3 of the C.V. Starr Community Center; and

**WHEREAS**, the City prepared and sent out a Request for Proposals (“RFP”) for preparation of the Athletic Fields and C.V. Starr Community Center Master Plans; and

**WHEREAS**, of the two proposals received, the proposal from Glass Architects included preparation of both master plans within the amount allocated in the grant and further, Glass Architects has extensive experience with the C.V. Starr Center having designed the original building and Verde Design has extensive specialized athletic field design experience; and

**WHEREAS**, the budget allocates \$56,010 for the Athletic Fields and \$42,500 for the C.V. Starr Center consistent with the City Council’s January 13, 2014 direction and further, all grant funds will be utilized for design and master planning with no funds available for construction of actual improvements; and

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

1. The City applied for and received grant funding from the Housing Related Parks grant and sufficient funds are available for the contract.
2. Securing the services of Glass Architects will ensure provision of qualified services for a reasonable cost to benefit the City of Fort Bragg, the Fort Bragg Unified School District, and the Mendocino Coast Recreation and Park District for the preparation of Athletic Fields Master Plan and C.V. Starr Community Center Master Plan.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby approve a Professional Services Agreement with Glass Architects and Verde Design for Preparation of Athletic Fields Master Plan and a Master Plan for Phase 3 of the C.V. Starr Community Center as shown in Exhibit A which is attached and incorporated herein (Amount Not to Exceed: \$98,510; Account Numbers 328-5022-0630 & 328-5023-0630) and authorizes City Manager to execute 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 13<sup>th</sup> day of July, 2015, by the following vote:**

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

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**DAVE TURNER**  
**Mayor**

**ATTEST:**

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**Brenda Jourdain**  
**Administrative Assistant**

# PROFESSIONAL SERVICES AGREEMENT

## AGREEMENT

This Agreement is made and entered into this 13<sup>th</sup> day of July, 2015 by and between the City of Fort Bragg, a California Municipal Corporation, 416 N. Franklin Street, Fort Bragg, California, 95437 ("City"), and Glass Architects, 200 E. Street, Santa Rosa, California 95404 a California Corporation, ("Consultant").

## RECITALS

**WHEREAS**, City has determined that it requires the following professional services from a consultant: to prepare a comprehensive Athletic Fields master Plan focused on the Dana Gray Elementary School fields and a Master Plan for Phase 3 of the C.V. Starr Community Center; and

**WHEREAS**, Consultant represents and warrants that it is fully qualified to perform such professional services by virtue of specialized experience and training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; and

**WHEREAS**, the legislative body of the City on July 13, 2015, by Resolution No. \_\_\_\_\_-2015 authorized execution of this Agreement on behalf of the City in accordance with Chapter 3.20 of the City Municipal Code and/or other applicable law;

**NOW, THEREFORE**, City and Consultant, for the consideration hereinafter described, mutually agree as follows:

### 1. DESCRIPTION OF SERVICES OR SCOPE OF WORK

The services to be performed under this Agreement ("Services") are as follows. Athletic Fields: 1) Project Kick-Off; 2) Background Research; 3) Community Input; 4) Athletic Fields Master Plan. C.V. Starr Community Center: 1) Project Kick-Off; 2) Conceptual Plans; 3) Master Plan. The Services are further described in Consultant's proposal (the "Proposal"), which is attached to and made a part of this Agreement as Exhibit A.

### 2. TERM

The Agreement term will commence on July \_\_, 2015 and expire on March 1, 2016 unless the Agreement term is amended or the Agreement is terminated in accordance with its terms.

### 3. PAYMENT TERMS AND NOT TO EXCEED AMOUNT

City agrees to pay Consultant for Services that are actually performed in accordance with this Agreement. To be eligible for payment, Consultant invoices must be submitted not more often than monthly to the City and list the Services performed and the amounts to be paid according to the cost categories and prices in the Proposal. In no event will the City's obligation to pay the Consultant under this Agreement exceed \$98,550 (the "Not to Exceed Amount"), unless this Agreement is first modified in accordance with its terms. Where the Proposal provides for compensation on a time and materials basis, Consultant must maintain adequate records to permit inspection and audit of Consultant's time and material charges under this Agreement. Consultant will make such records available to the City during normal business hours upon reasonable notice. In accordance with California Government Code § 8546.7, if the Not to Exceed Amount exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement and the Consultant's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

#### 4. TIME OF COMPLETION

Consultant must commence performance of the Services upon receipt of written direction to proceed from City. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 7 below and to satisfy Consultant's obligations hereunder. Consultant will complete the Services in accordance with this Agreement by January 1, 2016 (the "Time of Completion"). The Time of Completion may only be modified by an amendment of the Agreement in accordance with its terms.

#### 5. INDEPENDENT CONTRACTOR

Consultant and City agree that the Consultant will perform the Services as an independent contractor and not as an employee or agent of the City. Persons employed or utilized by Consultant in the performance of the Services will not be employees or agents of the City. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

#### 6. SUBCONTRACTING

Consultant may subcontract portions of the Services upon the prior written approval of the City. Consultant will be solely responsible for payment of such subcontract Services. No contractual relationship will exist between any such subcontractors of the Consultant and the City.

Subcontractor agrees to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under the Agreement. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the

extent they apply to the scope of the sub-subcontractor's work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

## 7. STANDARD OF PERFORMANCE

a. Consultant will perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and will prepare all work products required by this Agreement in accordance with such standards. Consultant will comply with federal, state and local laws and regulations applicable to performance of the Services, including but not limited to, the California Building Standards Code as in effect in the City, the Americans with Disabilities Act, any air pollution control laws and regulations applicable to Consultant, and any laws and regulations related to any copyright, patent, trademark or other intellectual property right involved in performance of the services. Consultant's Failure to comply with any law(s) or regulation(s) applicable to the performance of the services hereunder shall constitute a material breach of this agreement.

b. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

## 8. OTHER GOVERNMENTAL REGULATIONS

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.

## 9. USE OF RECYCLED PRODUCTS

Consultant shall endeavor to prepare and submit all reports, written studies, and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

## 10. INDEMNITY

To the maximum extent permitted by law, Consultant shall, at its own expense, indemnify, defend with counsel acceptable to the City, (which acceptance will not be unreasonably withheld), and hold harmless City and its officers, officials, and employees, ("Indemnitees") from and against any and all liability, loss, damage, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, claims expenses, attorney's fees and costs and fees of litigation) (collectively, "Liability")

of every nature to the extent that such liability arises out of, or pertains to our relates to the negligence, recklessness, or willful misconduct of Consultant.

The Consultant's obligation to indemnify, defend and hold harmless under this provision shall not be excused because of the Consultant's inability to evaluate Liability, or because the Consultant evaluates Liability and determines that the Consultant is not or may not be liable. The Consultant must respond within 30 calendar days to any tender for defense and indemnity by the City, unless the time for responding is extended by an authorized representative of the City in writing. If the Consultant fails to accept tender of defense and indemnity within 30 calendar days, in addition to any other remedies authorized by law, so much of the money due or that may become due the Consultant under this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the matter subject to tender, or until the Consultant accepts the tender, whichever occurs first.

The Consultant waives any and all rights to express or implied indemnity against the Indemnitees concerning any Liability of the Consultant arising out of or in connection with the Services or Consultant's failure to comply with any of the terms of this Agreement . Notwithstanding the foregoing, Consultant hereby preserves any and all rights to seek contribution from indemnitees concerning any liability of Consultant that is caused in whole or in part by the negligence, breach of contract, or intention misconduct of indemnitees.

Notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code § 2783, as may be amended from time to time, Consultant's duty to indemnify under this provision shall not apply when to do so would be prohibited by California Civil Code § 2782, as may be amended from time to time.

Notwithstanding the foregoing, to the extent that the Services include design professional services subject to Cal. Civil Code § 2782.8, as amended from time to time, Consultant's duty to indemnify shall only be to the maximum extent permitted by Civil Code § 2782.8.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement 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 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.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

Consultant/Subcontractor's responsibility for such indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

## 11. INSURANCE

a. Before commencing performance of the Services, Consultant, at its own cost and expense, must: a) procure "occurrence coverage" insurance of the kinds and in the amounts specified below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services hereunder by the Consultant or its agents, representatives, employees, or subcontractors; and b) submit to the City certificates of insurance and endorsements evidencing insurance coverage that meets the requirements of this section. Consultant must maintain the insurance policies required by this section throughout the Agreement term. The cost of such insurance must be included in the Consultant's proposal.

Consultant agrees to include with all subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the subcontractor's work. The Consultant shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in this Agreement prior to commencement of any work and Consultant will provide proof of compliance to the City.

Consultant may not allow any subcontractor to commence work on the Services until Consultant and/or the subcontractor have obtained all insurance required by this Agreement for the subcontractor(s) and submitted certificates of insurance and endorsements evidencing such coverage to City.

b. **Workers Compensation Insurance.** Consultant must, at its sole cost and expense, maintain Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. Workers' Compensation Insurance as required by the State of California, with coverage providing Statutory Limits, and Employer's Liability Insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence must be provided. 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 Services.

c. Consultant, at its own cost and expense, must maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, TWO MILLION DOLLARS (\$2,000,000.00) aggregate, combined single limit coverage for risks associated with Services. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury,



including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

d. Except for Workers' Compensation insurance and Professional Liability insurance, all other insurance coverages required pursuant to this Agreement must include or be endorsed to include the following:

(1) City and its officials, officers, and employees ("Additional Insured") shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by Consultant. The coverage may contain no special limitations on the scope of protection afforded to City or its officials, officers, employees, agents, or volunteers.

(2) The Additional Insured coverage under the Consultant's policy shall be "primary and non-contributory" and Consultant's coverage 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.

e. It shall be a requirement under this Agreement 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.

f. The limits of insurance required in this Agreement 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.

g. Insurance coverage required pursuant to this Agreement must include or be endorsed to include the following:

(1) Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, and employees.

(2) Required insurance coverage may not be suspended, voided, canceled, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.

h. Consultant, at its own cost and expense, must maintain for the period covered by this Agreement professional liability insurance in an amount not less than TWO MILLION DOLLARS (\$2,000,000) covering errors and omissions. Any deductible or self-insured retention under the required professional liability insurance may not exceed \$150,000 per claim.

i. All insurance required under this Agreement must be placed with insurers with a Best's rating of no less than A:VII unless otherwise approved by the City.

j. The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

k. 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. 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.

l. To the extent this Agreement is a "construction contract" as defined by California Civil Code § 2783, as may be amended from time to time, Consultant shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of three years following completion of the Services. In the event Consultant 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 Consultant.

## 12. NON DISCRIMINATION

During the performance of this Agreement, Consultant will not discriminate against any employee of the Consultant or applicant for employment because of race, religion, creed, color, national origin, sex, or age. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex or age.

## 13 LICENSES & PERMITS

### a. BUSINESS LICENSE

Before the City will issue a notice to proceed with the Services, Consultant and any subcontractors must acquire, at their expense, a business license from City in accordance with Chapter 5.04 of the Fort Bragg Municipal Code. Such licenses must be kept valid throughout the Agreement term.

b. OTHER LICENSES AND PERMITS

Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

14. OWNERSHIP OF WORK PRODUCTS AND TREATMENT OF DOCUMENTS

All plans, specifications, reports, designs and other documents prepared by Consultant pursuant to this Agreement shall be and remain the property of the City. Any modification or reuse of such documents by the City without Consultant's prior written consent will be at the City's sole risk. Except as may be otherwise required by law, Consultant will disclose no data, plans, specifications, reports or other documents pertaining to the Services without the prior written consent of City.

15. TERMINATION AND REMEDIES

a. City may terminate this Agreement for convenience by giving at least 10 days written notice to Consultant specifying the termination effective date. Upon receipt of such notice, Consultant may continue performance of the Services through the date of termination. City shall pay Consultant for all Services actually performed in accordance with this Agreement through the termination effective date.

b. If Consultant materially breaches any term of this Agreement, in addition to any other remedies the City may have at law or equity, the City may:

(1) Terminate the Agreement by notice to the Consultant specifying the termination effective date;

(2) Retain, and/or recover from the Consultant at no additional cost to the City, the plans, specification, drawings, reports and other design documents and work products prepared by Consultant, whether or not completed;

(3) Complete the unfinished Services itself or have the unfinished Services completed, and/or;

(4) Charge Consultant, or deduct from monies that may be due or become due the Consultant under this Agreement, the difference between the cost of completing the unfinished Services pursuant to this Agreement and the amount that would otherwise be due Consultant had Consultant completed the Services in accordance with this Agreement.

16. BINDING EFFECT AND ASSIGNMENT PROHIBITION

This Agreement is binding upon City, Consultant, and their successors. Except as otherwise provided herein, neither City nor Consultant may assign, sublet or transfer its

interest in this Agreement or any part thereof without the prior written consent of the other, and any purported assignment without such consent will be void.

## 17. REPRESENTATIVES

a. City representative for purposes of this Agreement will be Community Development Director Marie Jones. Consultant representative for purposes of this Agreement will be Eric Glass, AIA, Principal. The parties' designated representatives will be the primary contact persons regarding the performance of the Services. The parties intend that their designated representatives will cooperate in all matters regarding this Agreement and in such manner so as to achieve performance of the Services in a timely and expeditious fashion.

b. Notices:

Any written notice to Consultant shall be sent to:

Eric Glass, AIA  
Principal  
Glass Architects and Verge Design  
200 E. Street  
Santa Rosa, CA 95404

Any written notice to City shall be sent to:

Marie Jones  
City of Fort Bragg  
416 N. Franklin Street  
Fort Bragg, California 95437

## 18. INTEGRATION AND AMENDMENT

This Agreement represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, whether written or oral. If a discrepancy, disagreement, ambiguity, inconsistency or difference in interpretation of terms arises as to terms or provisions of this Agreement and any Exhibit(s) attached to this Agreement, this Agreement shall control and shall be deemed to reflect the intent of the Parties with respect to the subject matter hereof. This Agreement may only be amended by a writing signed by a representative authorized to bind the Consultant and a representative authorized to bind the City.

## 19. CONFLICT OF INTEREST PROHIBITION

City and Consultant will comply with the requirements of the City's Conflict of Interest Code adopted pursuant to California Government Code §87300 et seq., the Political Reform Act (California Government Code §81000 et seq.), the regulations promulgated

by the Fair Political Practices Commission (Title 2, §18110 et seq. of the California Code of Regulations), California Government Code §1090 et seq., and any other ethics laws applicable to the performance of the Services and/or this Agreement. Consultant may be required to file with the City Clerk a completed Form 700 before commencing performance of the Services unless the City Clerk determines that completion of a Form 700 is not required, pursuant to City's Conflict of Interest Code. Form 700 forms are available from the City Clerk.

Consultant may not perform Services for any other person or entity that, pursuant to any applicable law or regulation, would result in a conflict of interest or would otherwise be prohibited with respect to Consultant's obligations pursuant to this Agreement. Consultant agrees to cooperate fully with City and to provide any necessary and appropriate information requested by City or any authorized representative concerning potential conflicts of interest or prohibitions concerning Consultant's obligations pursuant to this Agreement.

Consultant may not employ any City official, officer or employee in the performance of the Services, nor may any official, officer or employee of City have any financial interest in this Agreement that would violate California Government Code §1090 et seq. Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of City. If Consultant was an employee, agent, appointee, or official of City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 et seq., the entire Agreement is void and Consultant will not be entitled to any compensation for Consultant's performance of the Services, including reimbursement of expenses, and Consultant will be required to reimburse City for any sums paid to Consultant under this Agreement. Consultant understands that, in addition to the foregoing, penalties for violating Government Code §1090 may include criminal prosecution and disqualification from holding public office in the State of California.

Any violation by Consultant of the requirements of this provision will constitute a material breach of this Agreement, and the City reserves all its rights and remedies at law and equity concerning any such violations.

## 20. APPLICABLE LAW AND VENUE

The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and the interpretation of this Agreement. Any action or proceeding that is initiated or undertaken to enforce or interpret any provision, performance, obligation or covenant set forth in this Agreement shall be brought in a state court in Mendocino County.

## 21. RECOVERY OF ATTORNEYS' FEES

If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret any term of this Agreement, the prevailing party will be entitled to

reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

22. SEVERABILITY

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged will remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

23. COUNTERPARTS

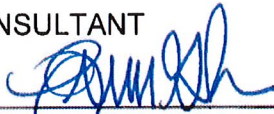
This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

IN WITNESS HEREOF, the parties have caused their authorized representative to execute this Agreement on the date first written above.

CITY

By: \_\_\_\_\_  
Linda Ruffing  
Its: City Manager

CONSULTANT

By:  \_\_\_\_\_  
Eric Glass, AIA C10,586  
Its: Principal

ATTEST:

[Attach Notary Page]

By: \_\_\_\_\_  
Brenda Jourdain  
Acting City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Samantha W. Zutler, City Attorney

Exhibits: Exhibit A – Consultant's Proposal - Scope of Work  
Exhibit B – Consultant's Budget & Schedule of Charges

Rev. 2014-03-10

## ***5. SCOPE OF WORK***

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### ***ATHLETIC FIELDS MASTER PLAN PROJECT APPROACH***

Our team is looking forward to working together with the City of Fort Bragg, Fort Bragg Unified School District (FBUSD) and the Mendocino Coast Recreation and Park District (MCRPD). We consider these agencies' staff representatives to be the stakeholder group whom we will meet with periodically to receive and review input on the athletic field master plan. Our experience developing athletic assessments and master plans has shown us how significant a resource this process and outcome can be for a community.

The assessment process will evaluate your current athletic field facilities at Fort Bragg High School, Fort Bragg Middle School, Redwood Elementary School and focus primarily on Dana Gray Elementary School. For the user groups, we need to understand their use at each site, age groups, field needs, schedule and projected growth. When we evaluate facilities and needs we typically focus on the game fields and venues but we can include comments and analysis for practice facilities if desired. We will look at the current maintenance levels, options for improving facilities, and quantify the maintenance needs based on demand and renovation scenarios.

We have included PRZ Consulting to assist us in the assessment of the existing demand and maintenance that will help us to make recommendations for improvements needed to help mitigate the demand. We have worked with Larry Musser of PRZ on several athletic field renovations including the current renovation of a field at San Ramon's Central Park with Larry.

We have physically walked the sites and have actually played in one of your adult soccer tournaments. The condition of these sites is no different than many athletic fields across California where the demand is often greater than the maintenance resources provided. This process will identify the current use as well as maintenance resources provided. That information will give us direction for how to improve the facilities to better align them with Fort Bragg's demand for athletic fields.

#### **Stakeholders Involvement**

Verde Design prefers to work closely with the staff in a process for an assessment project. To obtain input and validate the community's needs and priorities, we propose the following series of meetings:

- Two stakeholder meetings
- Three video or teleconference meetings with the City staff during the design process
- One community workshop for input
- Individual user group interview / surveys
- One City Council presentation

The process will have substantial input, as the assessment and design evolves and the process moves forward. At each presentation there will be a recap of the process including a synopsis of prior input received. A summary report of all meetings will be included in the final report.

All graphics and presentation materials will be shared with staff prior to each meeting. Typical presentations may include a power point presentation with relevant graphics, graphic boards, and handouts. All materials are available electronically and so that staff can provide the design updates and meeting reports on the City's website if desired.

## 5. SCOPE OF WORK

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For the community workshop, we are flexible as to when this meeting could occur. One option is to have this workshop occur on the day after our kick-off meeting and site walk with the stakeholder group. The other option is to first get into the assessment, survey the user groups, and develop a better understanding of the facilities, uses and demand. In the approach below, we have proposed this second option, but again we are flexible and can adjust.

### **Phase 1 – Project Kick-Off**

The kick-off meeting with the stakeholder group is intended to review the project organization, identify the communication chain, review the project work plan, schedule and establish the submittals and presentation schedule. In addition we will review any goals and objectives that were developed for establishing this project.

At this meeting we would also like to review the current agency protocols or relevant studies that would apply to this project. This information could include: use agreements, ADA compliance, facility master plans, general plan or CIP projects, etc.

We would also like to review what site information is available for the four facilities. Are there any previous site surveys or as-built plans that would be relevant? If there are any easements, utility or potential construction inhibitors, we should discuss and review those.

Our team will work with stakeholder group to gather a preliminary facilities inventory at the four facilities. A list of existing facilities and venues will be developed. We will start to develop a preliminary list and plan of all the uses on each site. At the kick-off meeting we will review this preliminary list and information gathered to date.

We will setup an aerial of each site and create a site plan to scale. Each facility plan will incorporate information regarding the field sizes, dedicated or multi-use aspects and support facilities. For each facility, we will review parking demand, access compliance or circulation issues, and if we notice any other irregularities we will point them out.

Following the meeting, we will visit the facilities with the stakeholders to review conditions and fields. We plan to set up an existing conditions plan with our analysis comments and general issues input from the stakeholders or user group input.

During the site visits, we will take some samples of the soil and grasses. We will have the samples sent to Turf Diagnostics for review of the soil conditions, chemical content and analyze the tissue samples. Part of the testing will look at the permeability and porosity of the soil to see how well it drains. We can utilize the test results for recommendations for turf renovation, soil structure modification and maintenance planning.

### **Phase 2 – Background Research**

Based on the information received and reviewed, we would update the facilities inventory and plans. A database would be started for each of the four facilities and user groups.

In support of these efforts we propose developing two surveys to gather stakeholder / user group information. For the user groups survey we will include items like the following:

- User group name
- Program
- Age groups



## 5. SCOPE OF WORK

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- Recreation or competitive
- League play, tournament or camp needs
- Season schedule for games and practices
- Facilities utilized
- Time periods facilities are utilized
- Field size needs
- Participation numbers by level or age group
- Past 5 or 10 years participation numbers
- Estimated growth projection
- Any unmet demand?
- Any facility needs?
- Are your seasons reduced based on demand or facilities?
- Perceived condition of fields and facilities

For stakeholder staff or facility operators, we would have a separate survey that could include the following items:

- Park or facility area
- Ownership
- Field or softscape area
- Off-street and street parking
- Any field renovation planned?
- Restroom facilities
- Concessions
- Bleachers and size
- Who maintains?
- Room for expansion?
- Specific field conditions

Draft surveys will be developed and shared with the stakeholders for review. We have used a PDF type document for each group to complete and provide a record for information. Surveys will be issued and typically we look for a 2 to 3 week return. We will then review the completed surveys and follow-up with calls to coordinate any missing items. Information from the surveys will then be added to the database. A facility and user group database will be updated and shared with staff.

We will begin to assess the information and needs for the user groups. A projection is setup that quantifies the facility needs by user group and age or competition level. Duration of use will vary and be tallied to develop the total field needs. Based on the growth projections we can establish intervals to review and expand the participation and facility needs.

## **5. SCOPE OF WORK**

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Once we have gathered and organized the survey background information, the facility and stakeholders input as well as our preliminary assessment needs, we will organize the data and share it with the stakeholders. The report will focus on the project's goals and objectives, survey and facility input, and current and proposed recreational needs. We will reflect on improved efficiencies in layout for facilities. We will review with staff to get their input and direction on the submitted items.

### **Phase 3 – Community Input**

The next step will be to review with stakeholder staff the agenda as well as a discussion of the desired format for the user group and community workshop. With the input received we will prepare for a community meeting where all user groups would be invited.

A Community workshop will occur to present the project overview, timeline and process. We plan to present the information and assessment that has been developed. It will be formatted as a "rough draft" but we will have information on each user group, the four facility's fields used and a projection of need. We plan on this meeting being the introduction and recap of the information received.

We will review the existing conditions, use and demand and then look at options for improving facilities to better align with needs. Improvements may include different field layouts, moving a use to another facility, maintenance changes, etc.

Based on the input received, we will update the data from the user groups. We will include a synopsis of the meetings and input into the athletic fields master plan report.

### **Phase 4 – Athletic Fields Master Plan**

Once we have made our presentations and received the community and user group input we will develop the draft athletic field's master plan. We will include the projection of needs by user group and age group or field size. Summary charts will be provided to simplify the assessment needs and conclusions.

We will look specifically at Dana Gray's fields to develop a rehabilitation plan for this facility. Similar to what was presented before, we would look at options and costs for renovation. Options for the 8.26 acres could include maintenance approaches, field configuration modifications, renovation approaches to grading, drainage, irrigation, access, etc. We can include a timeline and specific costs for maintenance or construction renovations. Part of the rehabilitation plan can look at synthetic turf, soil modification, field closure periods, and drainage systems like a slit sand drainage system.

A final assessment cost analysis will be prepared. Priorities can be established with costs identified for each incremental phase. This information can then be incorporated into a draft capital development plan.

A stakeholder video or teleconference call will occur to review the draft master plan in preparation for the City Council presentation. At the council presentation, we will provide a review of the master plan process and input received from the community, stakeholders and user groups. With approval we will update the report and provide the final report to staff. We will provide the copies per the RFP and an electronic copy in PDF, Word and InDesign.

## ***5. SCOPE OF WORK***

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### ***COMMUNITY CENTER MASTER PLAN PROJECT APPROACH***

GLASS ARCHITECTS' team approach is based on an interactive process that is inclusive of City and District staff and stakeholder representatives. Based on our experience in group facilitation, design and construction of public projects:

- **We will** provide leadership, guidance and direction throughout the community outreach and master planning phases;
- **We will** maintain an orderly flow of work and communication, and coordinate all tasks between ourselves, our subconsultants and the City; and
- **We will** insure that project goals are realized and schedules for performance of tasks are met.

We are intimately familiar with the existing C.V. Starr Community Center and Spath Aquatic Center, having been involved with the project from its inception in 1990 through completion of Phases 1 and 2 in 2009. Our team once again includes Paul Douglas, a local architect, and other consultants who were involved in the design of the existing facility. Our team is looking forward to working with the City of Fort Bragg and the Mendocino Coast Recreation and Park District to develop a new Master Plan that reflects the community's current recreation needs as well as current trends in community center design. Our process will involve substantial input from the Key Stakeholder Group and the community to identify and validate the community's needs and priorities. We are proposing the following series of meetings:

- 6 Stakeholder Meetings
- 2 Community Workshops
- 1 City Council Meeting

#### **Phase 1 – Project Kick-off**

The kick-off meeting with key stakeholders is intended to refine the project scope and organization, clarify lines of communication, review the work plan and establish overall schedule and important milestones, meeting dates and, deliverables. We would like to review and understand any established project goals and objectives, current concepts and relevant facility use trends.

Following the meeting kick-off meeting, we will meet with the Stakeholder Group to discuss the project's philosophical goals, identify desired facility components, general space needs and related site requirements. We will assemble and review available background materials, previous studies, legal descriptions, utility information and existing construction.

We will distill the information gathered into a summary program which will include individual space descriptions, area requirements space relationships, finish materials, fixtures, equipment and special systems, area summary, site features and parking requirements.

We will concurrently develop a site topographic and boundary survey and use this information to prepare site background drawings.

## **5. SCOPE OF WORK**

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### **Phase 2 - Conceptual Design**

This task includes developing conceptual plan options for all programmatic building elements identified in the initial phase. We will prepare design documents illustrating the several site and building design configurations and present these to the Stakeholder Group for review and input. The options will be refined incorporating the input received. We will then prepare documents and materials as well as a proposed agenda for the first Community Workshop. These materials will be discussed and reviewed with the City staff, along with a meeting outline, outreach and advertising strategies.

At the Community Workshop, initial program projections and conceptual plan options will be presented to interested community members and stakeholders, along with an overview of the process and timeline. We will use the workshop to solicit input and feedback from those in attendance and engage the community in a dialog that will result in informing the design process going forward.

With the information gathered from the first workshop, we will further develop the design concepts incorporating community input and present the results to the Key Stakeholder Group for further discussion, consideration and direction on a selected option. We will incorporate the stakeholder input and further develop the selected option as well as supporting materials, agenda, meeting outline, advertising and outreach for the second Community Workshop. The supporting materials will include colored site plan, floor plan and conceptual exterior elevations; these materials will be available for use in advertising and inclusion on the City and District websites if desired. At this point, we will develop an initial construction cost estimate for the selected option.

At the second Community Workshop, we will present the selected design option and again solicit input from the community. We will encourage further dialog and community reaction to the conceptual design. Following the community meeting we will meet with the Key Stakeholder Group to review the input received and to develop guidance for developing the final design for inclusion in the Master Plan.

### **Phase 3 – Master Plan**

A Draft Master Plan will be prepared, including the results from all of the previous tasks, including:

- Summary of Project Background and Research
- Programmatic Requirements
- Initial Conceptual Design Options
- Final Design Option
- Final Construction Cost Estimate

The Draft Master Plan will also include an: Executive Summary; an Introduction explaining the project methodology, project objectives and summary of Community Meetings; and an Implementation Plan including a discussion of potential funding sources.

The Draft Master Plan will be presented to the Key Stakeholder Group for review and input. We will incorporate that group's input into a final Draft Master Plan document that will then be submitted to the City and MCRPD staff for their review and comment.

The input from the City and MCRPD staff will then be incorporated into a Final Master Plan document. We will coordinate with City staff in preparing for and making a presentation of the Master Plan process and final results to the City Council at one of their regular meetings.

EXHIBIT B

**6. BUDGET & SCHEDULE OF CHARGES**

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**2015 CURRENT HOURLY RATE SCHEDULE**

**GLASS ARCHITECTS\* - Prime Architect**

Principal-in-Charge.....	\$175.00/hr.
Project Manager.....	\$145.00/hr.
Design Architect.....	\$135.00/hr.
Project Architect.....	\$115.00/hr.
CADD Technician.....	\$95.00/hr.
Clerical/Secretarial.....	\$60.00/hr.

**PAUL DOUGLAS ARCHITECT - Consulting Architect**

Principal.....	\$125.00/hr.
Project Manager.....	\$98.00/hr.
Senior Technical Staff.....	\$88.00/hr.
Technical Staff.....	\$77.00/hr.
CADD Technician.....	\$66.00/hr.

**VERDE DESIGN - Civil, Landscape & Sports Field Design**

Principal.....	\$195.00/hr.
Project Manager / Construction Manager IV.....	\$180.00/hr.
Project Manager / Construction Manager III.....	\$160.00/hr.
Project Manager / Construction Manager II.....	\$145.00/hr.
Project Manager / Construction Manager I.....	\$130.00/hr.
IT Manager.....	\$150.00/hr.
CAD Manager.....	\$130.00/hr.
Project Designer.....	\$125.00/hr.
Job Captain/Staff Engineer/Construction Administrator.....	\$120.00/hr.
Draftsperson Level II.....	\$105.00/hr.
Draftsperson Level I.....	\$100.00/hr.
Project Administrator.....	\$80.00/hr.

**ZFA STRUCTURAL ENGINEERS - Structural Engineer**

Executive Principal.....	\$160.00/hr.
Senior Principal / Principal.....	\$150.00/hr.
Senior Associate.....	\$140.00/hr.
Associate Engineer.....	\$130.00/hr.
Senior Engineer.....	\$115.00/hr.
Engineer.....	\$100.00/hr.
Designer.....	\$90.00/hr.
Senior Drafter.....	\$95.00/hr.
Drafter.....	\$80.00/hr.

## 6. BUDGET & SCHEDULE OF CHARGES

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### LEFLER ENGINEERING - Mechanical Engineer

Principal .....	\$195.00/hr.
Project Engineer.....	\$160.00/hr.
Jr. Project Engineer .....	\$140.00/hr.
CADD Drafter.....	\$110.00/hr.

### O'MAHONY & MYER - Electrical Engineer / Lighting Designer

Principal .....	\$190.00/hr.
Project Electrical Engineer .....	\$125.00/hr.
Project Lighting Designer .....	\$125.00/hr.
Electrical / Lighting Designer .....	\$110.00/hr.
CAD Supervisor.....	\$95.00/hr.
CAD Technician .....	\$85.00/hr.

### SIERRA WEST GROUP - Cost Estimator

Principal .....	\$150.00/hr.
Senior Cost Manager.....	\$125.00/hr.
Cost Manager / Quantity Surveyor .....	\$110.00/hr.
Mechanical/Electrical Estimator .....	\$110.00/hr.
Civil Engineer/Estimator .....	\$110.00/hr.

\* Hourly rates are effective January 1, 2015 and subject to change January 1<sup>st</sup> of each year.

### Reimbursable Expenses

Reimbursable expenses are in addition to the proposed professional fees noted above and include costs of reproduction, mailing and shipping, long distance and cellular telephone calls, travel expenses in connection with the project, and facsimile transmissions. Reimbursable expenses are billed at one point one-five (1.15) times direct expense. Facsimile transmissions are one dollar (\$1.00) per page, photocopies are ten cents (\$0.10) per page and plots of drawing files are twenty-five dollars (\$25.00) per sheet. Expense of transportation in connection with the project is billed at sixty-five cents (\$0.65) per mile for personal automobile use, or one point one-five (1.15) times direct cost of other transportation. Additional services, when requested or authorized by the client, are billed on an hourly basis for in-house staff in accordance with the rate schedule below; additional services of consultants are billed at one point two-five (1.25) times direct expense.



VERDE DESIGN

Verde Design  
 Date: March 28, 2015  
 PROJECT: Athletic Fields Master Plan  
 CLIENT: City of Fort Bragg  
 PROJECT NUMBER:

	DII	PM 1 / CAD MNGR	PM IV - CMS	DOD / PM III	PE	PIC - DM	Verde Total Fees	Soil Testing - Turf Diagnostics	PRZ Consulting	Total Fees
<b>Phase I - Master Plan &amp; Community Design Process</b>										
Project Start-Up										
Establish Files & Admin. Procedures		\$0.00	\$130.00	\$0.00	\$0.00	1.0	\$195.00			\$325.00
Finalize Project Schedule		\$0.00	\$130.00	\$0.00	\$0.00	1.0	\$195.00			\$325.00
KO meeting	5.0	\$525.00	\$910.00	\$0.00	\$0.00	10.0	\$1,950.00			\$3,385.00
Aerial & Base File Setup	5.0	\$525.00	\$130.00	\$0.00	\$0.00	1.0	\$195.00			\$850.00
Site walk and analysis	4.0	\$420.00	\$910.00	\$540.00	\$320.00	6.0	\$1,170.00		\$1,500.00	\$4,860.00
Soil Sampling and Tests		\$0.00	\$520.00	\$180.00	\$0.00	1.0	\$195.00	\$895.00	\$2,000.00	\$4,395.00
Site Analysis Graphics	8.0	\$840.00	\$130.00	\$180.00	\$320.00	1.0	\$195.00	\$1,665.00		\$1,665.00
Facilities Inventory, Users & Schedule	8.0	\$840.00	\$130.00	\$180.00	\$480.00	2.0	\$390.00	\$2,020.00	\$1,500.00	\$3,520.00
Demand Analysis	8.0	\$840.00	\$130.00	\$180.00	\$320.00	3.0	\$585.00	\$2,055.00	\$1,000.00	\$3,055.00
Maintenance Analysis	4.0	\$420.00	\$130.00	\$180.00	\$160.00	3.0	\$585.00	\$1,475.00	\$1,000.00	\$2,475.00
Program Graphics	12.0	\$1,260.00	\$260.00	\$180.00	\$480.00	2.0	\$390.00	\$2,570.00		\$2,570.00
Community Meeting Preparation	5.0	\$525.00	\$260.00	\$0.00	\$160.00	2.0	\$390.00	\$1,335.00		\$1,335.00
Dana Gray Fields Options, Priorities, Schedule & Alt. Fields	12.0	\$1,260.00	\$260.00	\$360.00	\$480.00	2.0	\$390.00	\$2,750.00		\$2,750.00
Maintenance Recommendations, Implement Weather Policies, & Funding Alternatives	4.0	\$420.00	\$130.00	\$180.00	\$480.00	2.0	\$390.00	\$1,600.00	\$1,000.00	\$2,600.00
Draft Master Plan Report	8.0	\$840.00	\$260.00	\$360.00	\$480.00	3.0	\$585.00	\$2,525.00		\$2,525.00
Final Draft Master Plan Report	6.0	\$630.00	\$130.00	\$360.00	\$320.00	2.0	\$390.00	\$1,830.00		\$1,830.00
Preliminary Cost Estimates For Each Design	10.0	\$1,050.00	\$130.00	\$180.00	\$0.00	2.0	\$390.00	\$1,750.00		\$1,750.00
User Group Interviews / Surveys & Compilation	6.0	\$630.00	\$130.00	\$0.00	\$320.00	4.0	\$780.00	\$1,860.00		\$1,860.00
Community Workshops - One	2.0	\$210.00	\$70.00	\$90.00	\$20.00	1.0	\$214.50	\$3,585.00		\$3,585.00
Stakeholder Meetings - 1		\$0.00	\$780.00	\$0.00	\$0.00	10.0	\$1,950.00	\$2,730.00		\$2,730.00
Stakeholder Web Meetings - 3		\$0.00	\$650.00	\$0.00	\$0.00	4.0	\$780.00	\$1,430.00		\$1,430.00
CC Presentation Preparation	4.0	\$420.00	\$130.00	\$0.00	\$0.00	4.0	\$780.00	\$1,330.00		\$1,330.00
CC Presentation - One		\$0.00	\$260.00	\$0.00	\$0.00	10.0	\$1,950.00	\$2,210.00		\$2,210.00
Project Administration		\$0.00	\$260.00	\$0.00	\$0.00	2.0	\$390.00	\$650.00		\$650.00
<b>Reimbursables</b>										
<b>TOTAL:</b>	111.0	\$11,655.00	\$7,800.00	\$3,060.00	\$4,640.00	89.0	\$17,355.00	\$46,510.00	\$1,500.00	\$56,010.00

Optional Services										\$0.00
Reimbursables										\$0.00
<b>SUBTOTAL:</b>	0.0	\$0.00	\$0.00	\$0.00	\$0.00	0.0	\$0.00	\$0.00	\$0.00	\$0.00

GLASS ARCHITECTS  
 Date: April 28, 2015  
 PROJECT : C.V. Starr Community Center Master Plan  
 CLIENT: City of Fort Boege

	PIC - EG	PH - PD	PA - JB	GLASS ARCHITECTS Total Fees	ZFA Structural Engineer	O'M&M Electrical Engineer	LEFLER Mechanical Engineer	Forrest Francis Surveying	Sierra West Group Estimator	Total Fees
<b>Phase I - Master Plan &amp; Community Design Process</b>										
Project Start-Up										
Establish Files & Admin. Procedures	1.0		\$0.00	\$0.00						\$175.00
Finalize Project Schedule	1.0		\$0.00	\$0.00						\$175.00
Kick-Off Meeting Preparation	2.0	2.0	\$270.00	\$0.00						\$620.00
Kick-Off Meeting	6.0	2.0	\$270.00	\$0.00						\$1,320.00
Key Stakeholder Meeting - Goals & Programming	6.0	2.0	\$270.00	\$0.00						\$1,320.00
Background Research	6.0	2.0	\$270.00	\$0.00						\$1,320.00
Summary Program	8.0		\$0.00	\$0.00						\$1,400.00
Site Analysis	4.0	4.0	\$540.00	\$1,080.00						\$2,320.00
Site Topographic & Boundary Survey			\$0.00	\$270.00				\$0.00		\$270.00
Conceptual Design										
Initial Site & Building Plan Options (TWO)	4.0	8.0	\$1,080.00	\$2,160.00						\$3,940.00
Initial Building Design Concept	4.0	8.0	\$1,080.00	\$2,160.00						\$3,940.00
Needs Analysis	8.0		\$0.00	\$0.00						\$1,400.00
Schedule	2.0		\$0.00	\$0.00						\$350.00
Key Stakeholder Meeting	0.0	0.0	\$0.00	\$0.00						\$0.00
Refine Conceptual Design	2.0	4.0	\$540.00	\$1,620.00						\$2,510.00
Community Workshop #1										
Meeting Preparation	4.0	2.0	\$270.00	\$0.00						\$970.00
Workshop	7.0	2.0	\$270.00	\$0.00						\$1,495.00
Refine Conceptual Drawings	0.0	0.0	\$0.00	\$0.00						\$0.00
Key Stakeholder Meeting	0.0	0.0	\$0.00	\$0.00						\$0.00
Develop Selected Option	6.0	6.0	\$1,080.00	\$3,240.00						\$5,100.00
Initial Construction Cost Estimate	2.0		\$0.00	\$0.00					\$2,000.00	\$2,350.00
Community Workshop #2										
Meeting Preparation	0.0	0.0	\$0.00	\$0.00						\$0.00
Workshop	0.0	0.0	\$0.00	\$0.00						\$0.00
Key Stakeholder Meeting	0.0	0.0	\$0.00	\$0.00						\$0.00
Finalize Selected Option	0.0	0.0	\$0.00	\$0.00						\$0.00
Draft Community Center Master Plan	0.0	0.0	\$0.00	\$0.00						\$0.00
Key Stakeholder Meeting	0.0	0.0	\$0.00	\$0.00						\$0.00
Finalize Community Center Master Plan	4.0	2.0	\$270.00	\$1,620.00						\$2,590.00
City Council Meeting										
Meeting Preparation	2.0	2.0	\$270.00	\$0.00						\$620.00
City Council Presentation	7.0	2.0	\$270.00	\$0.00						\$1,495.00
Project Administration	8.0	4.0	\$540.00	\$1,080.00						\$3,020.00
Allowance for Stakeholder Calls / Web Meetings										\$1,400.00
Reimbursables										\$2,400.00
<b>TOTAL:</b>	<b>94.0</b>	<b>50.0</b>	<b>\$6,750.00</b>	<b>\$13,500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,000.00</b>	<b>\$42,500.00</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: 15-256

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**Agenda Date:** 7/13/2015

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 7C.

Adopt City Council Resolution Approving Professional Services Agreement with WRA for City Surrounded by a Trail Feasibility Study and Conceptual Design and Authorizing City Manager to Execute Same (Amount Not to Exceed: \$65,500; MCOG Overall Work Program Grant; Account No. 314-3017-0631)

Fort Bragg's Inland General Plan (adopted in 2013) and Coastal General Plan (adopted in 2008), and the prior General Plan (adopted in 2002), include policies establishing a vision for a comprehensive, multi-use trail system encircling the town-- with a Coastal Trail along the coast and hiking and biking trails extending up the Pudding Creek and Noyo River valleys to provide recreation opportunities for residents and visitors. The policies also support establishment of a comprehensive network bicycle and pedestrian facilities throughout the town to support commuting to City services, schools, and employment centers. In 2013, the City was awarded MCOG funds to complete a feasibility study for potential alignments of the City Surrounded by a Trail Project. In 2013 and early 2014, the City undertook preliminary planning for this project, but it was subsequently put on hold. In late 2014, the City Council provided direction to move forward with the project with the following caveats: 1) Analyze trail alignments that are located primarily on public property; and 2) Do not consider potential trail alignments on private property unless the property owners' are supportive of an alignment across their property. In January 2015, the City released a Request for Proposals for consulting services to complete the feasibility study. Four proposals were received and WRA Environmental Consultants of San Rafael has been determined to be the most qualified firm. Funds for this activity in the amount of \$65,500 were programmed in the Mendocino Council of Governments (MCOG) FY 2012-2013 Overall Work Program and are sufficient to cover this contract.

**RESOLUTION NO. \_\_\_\_\_ -2015**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WRA ENVIRONMENTAL CONSULTANTS FOR “CITY SURROUNDED BY A TRAIL” FEASIBILITY STUDY AND CONCEPTUAL DESIGN (AMOUNT NOT TO EXCEED \$65,500; ACCOUNT NO. 314-3017-0631)**

**WHEREAS**, Fort Bragg’s Inland General Plan (adopted in 2013) and Coastal General Plan (adopted in 2008) include policies and programs relating to conservation, open space, and recreation; and

**WHEREAS**, the General Plan policies include a vision for a comprehensive, multi-use trail system along the coast, along the Noyo River and Pudding Creek basins, and throughout the town to provide recreation opportunities for residents and visitors and to accommodate bicycle and pedestrian commuting to City services, schools, and employment centers; and

**WHEREAS**, the City’s General Plan maps identify conceptual plans for a trail system on easements that would be obtained on the Pudding Creek and Noyo River drainages with possible connections in east Fort Bragg that, when combined with the coastal parkland in the City, would create a “City Surrounded by a Park; and

**WHEREAS**, the City solicited proposals for professional services to complete the feasibility study through a competitive process and on February 17, 2015, four proposals were received; and

**WHEREAS**, WRA Environmental Consultants of San Rafael, California has been determined to be the most qualified firm; and

**WHEREAS**, staff has verified that WRA is qualified to prepare a Feasibility Study and Conceptual Design for the City Surrounded by a Trail project; and

**WHEREAS**, funds in the amount of \$65,500 are programmed for this activity in the Mendocino Council of Governments (MCOG) FY 2012-2013 Overall Work Program, and sufficient to cover this contract; and

**WHEREAS**, the City desires to enter into a Professional Services Agreement with WRA Environmental Consultants for services as presented in WRA’s revised Consultant Proposal “City Surrounded By A Trail Feasibility Study and Conceptual Design” which contains the scope of work, schedule, estimated work effort and cost, and rate schedule as presented in the attached Professional Services Agreement (Exhibit A) which is incorporated herein by reference.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Fort Bragg, does hereby approve a Professional Services Agreement with WRA Environmental Consultants for design services for the “City Surrounded by a Trail Feasibility Study and Conceptual Design” and authorizes the City Manager to execute same (Amount Not To Exceed \$65,500; Account No. 314-3017-0631)

**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 13<sup>th</sup> day of July, 2015,**

**by the following vote:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

**DAVE TURNER,**  
**Mayor**

**ATTEST:**

---

**Brenda Jourdain**  
**Administrative Assistant**

# "EXHIBIT A"

## PROFESSIONAL SERVICES AGREEMENT

### AGREEMENT

This Agreement is made and entered into this \_\_\_\_\_ day of July, 2015 by and between the City of Fort Bragg, a California Municipal Corporation, 416 N. Franklin Street, Fort Bragg, California, 95437 ("City"), and WRA Environmental Consultants, 2169-G East Francisco Blvd., San Rafael, CA 94901 ("Consultant").

### RECITALS

**WHEREAS**, City has determined that it requires the following professional services from a consultant: to prepare a conceptual design and feasibility study for the "City Surrounded by a Trail" project; and

**WHEREAS**, Consultant represents and warrants that it is fully qualified to perform such professional services by virtue of specialized experience and training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; and

**WHEREAS**, the legislative body of the City on July 13, 2015 by Resolution No. \_\_\_\_\_-2015 authorized execution of this Agreement on behalf of the City in accordance with Chapter 3.20 of the City Municipal Code and/or other applicable law;

**NOW, THEREFORE**, City and Consultant, for the consideration hereinafter described, mutually agree as follows:

#### 1. DESCRIPTION OF SERVICES OR SCOPE OF WORK

The services to be performed under this Agreement ("Services") are as follows: 1) Project management and coordination; 2) Facilitate community and planning workshops; 3) Prepare draft work product; 4) Prepare a draft report; 5) Final report and City Council presentation. The Services are further described in Consultant's proposal (the "Proposal"), which is attached to and made a part of this Agreement as Exhibit A.

#### 2. TERM

The Agreement term will commence on July 13, 2015 and expire on September 30, 2016 unless the Agreement term is amended or the Agreement is terminated in accordance with its terms.

#### 3. PAYMENT TERMS AND NOT TO EXCEED AMOUNT

City agrees to pay Consultant for Services that are actually performed in accordance with this Agreement. To be eligible for payment, Consultant invoices must be submitted

not more often than monthly to the City and list the Services performed and the amounts to be paid according to the cost categories and prices in the Proposal. In no event will the City's obligation to pay the Consultant under this Agreement exceed \$65,500.00 (the "Not to Exceed Amount"), unless this Agreement is first modified in accordance with its terms. Where the Proposal provides for compensation on a time and materials basis, Consultant must maintain adequate records to permit inspection and audit of Consultant's time and material charges under this Agreement. Consultant will make such records available to the City during normal business hours upon reasonable notice. In accordance with California Government Code § 8546.7, if the Not to Exceed Amount exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement and the Consultant's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of four (4) years after final payment under the Agreement.

#### 4. TIME OF COMPLETION

Consultant must commence performance of the Services upon receipt of written direction to proceed from City. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 7 below and to satisfy Consultant's obligations hereunder. Consultant will complete the Services in accordance with this Agreement by **June 30, 2016** (the "Time of Completion").

#### 5. INDEPENDENT CONTRACTOR

Consultant and City agree that the Consultant will perform the Services as an independent contractor and not as an employee or agent of the City. Persons employed or utilized by Consultant in the performance of the Services will not be employees or agents of the City. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

#### 6. SUBCONTRACTING

Consultant may subcontract portions of the Services upon the prior written approval of the City. Consultant will be solely responsible for payment of such subcontract Services. No contractual relationship will exist between any such subcontractors of the Consultant and the City.

Subcontractor agrees to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under the Agreement. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

## 7. STANDARD OF PERFORMANCE

a. Consultant will perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and will prepare all work products required by this Agreement in accordance with such standards. Consultant will comply with federal, state and local laws and regulations applicable to performance of the Services, including but not limited to, the California Building Standards Code as in effect in the City, the Americans with Disabilities Act, any air pollution control laws and regulations applicable to Consultant, and any laws and regulations related to any copyright, patent, trademark or other intellectual property right involved in performance of the services. Consultant's Failure to comply with any law(s) or regulation(s) applicable to the performance of the services hereunder shall constitute a material breach of this agreement.

b. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

## 8. OTHER GOVERNMENTAL REGULATIONS

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.

## 9. USE OF RECYCLED PRODUCTS

Consultant shall endeavor to prepare and submit all reports, written studies, and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

## 10. INDEMNITY

To the maximum extent permitted by law, Consultant shall, at its own expense, indemnify, defend with counsel acceptable to the City, (which acceptance will not be unreasonably withheld), and hold harmless City and its officers, officials, employees, agents and volunteers ("Indemnitees") from and against any and all liability, loss, damage, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, claims expenses, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature, arising out of or in connection with the Services or Consultant's failure to comply with any of the terms of this Agreement of every nature to

the extent that such Liability arises out of, or pertains to or relates to the negligence, recklessness, or willful misconduct of Consultant.

The Consultant's obligation to indemnify, defend and hold harmless under this provision shall not be excused because of the Consultant's inability to evaluate Liability, or because the Consultant evaluates Liability and determines that the Consultant is not or may not be liable. The Consultant must respond within 30 calendar days to any tender for defense and indemnity by the City, unless the time for responding is extended by an authorized representative of the City in writing. If the Consultant fails to accept tender of defense and indemnity within 30 calendar days, in addition to any other remedies authorized by law, so much of the money due or that may become due the Consultant under this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the matter subject to tender, or until the Consultant accepts the tender, whichever occurs first.

The Consultant waives any and all rights to express or implied indemnity against the Indemnitees concerning any Liability of the Consultant arising out of or in connection with the Services or Consultant's failure to comply with any of the terms of this Agreement .

Notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code § 2783, as may be amended from time to time, Consultant's duty to indemnify under this provision shall not apply when to do so would be prohibited by California Civil Code § 2782, as may be amended from time to time.

Notwithstanding the foregoing, to the extent that the Services include design professional services subject to Cal. Civil Code § 2782.8, as amended from time to time, Consultant's duty to indemnify shall only be to the maximum extent permitted by Civil Code § 2782.8.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement 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 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.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

Consultant/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

## 11. INSURANCE

a. Before commencing performance of the Services, Consultant, at its own cost and expense, must: a) procure "occurrence coverage" insurance of the kinds and in the amounts specified below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services hereunder by the Consultant or its agents, representatives, employees, or subcontractors; and b) submit to the City certificates of insurance and endorsements evidencing insurance coverage that meets the requirements of this section. Consultant must maintain the insurance policies required by this section throughout the Agreement term. The cost of such insurance must be included in the Consultant's proposal.

Consultant agrees to include with all subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the subcontractor's work. The Consultant shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in this Agreement prior to commencement of any work and Consultant will provide proof of compliance to the City.

Consultant may not allow any subcontractor to commence work on the Services until Consultant and/or the subcontractor have obtained all insurance required by this Agreement for the subcontractor(s) and submitted certificates of insurance and endorsements evidencing such coverage to City.

b. **Workers Compensation Insurance.** Consultant must, at its sole cost and expense, maintain Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. Workers' Compensation Insurance as required by the State of California, with coverage providing Statutory Limits, and Employer's Liability Insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence must be provided. 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 Services.

c. Consultant, at its own cost and expense, must maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, TWO MILLION DOLLARS (\$2,000,000.00) aggregate, combined single limit coverage for risks associated with Services. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.



d. Except for Workers' Compensation insurance and Professional Liability insurance, all other insurance coverages required pursuant to this Agreement must include or be endorsed to include the following:

(1) City and its officials, officers, employees, agents, and volunteers ("Additional Insured") shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by Consultant. The coverage may contain no special limitations on the scope of protection afforded to City or its officials, officers, employees, agents, or volunteers.

(2) The Additional Insured coverage under the Consultant's policy shall be "primary and non-contributory" and Consultant's coverage 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.

e. It shall be a requirement under this Agreement 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.

f. The limits of insurance required in this Agreement 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.

g. Insurance coverage required pursuant to this Agreement must include or be endorsed to include the following:

(1) Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

(2) Required insurance coverage may not be suspended, voided, canceled, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.

h. Consultant, at its own cost and expense, must maintain for the period covered by this Agreement professional liability insurance in an amount not less than

TWO MILLION DOLLARS (\$2,000,000) covering errors and omissions. Any deductible or self-insured retention under the required professional liability insurance may not exceed \$150,000 per claim.

i. All insurance required under this Agreement must be placed with insurers with a Best's rating of no less than A:VII unless otherwise approved by the City.

j. The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

k. 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. 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.

l. To the extent this Agreement is a "construction contract" as defined by California Civil Code § 2783, as may be amended from time to time, Consultant shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following completion of the Services. In the event Consultant 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 Consultant.

## 12. NON DISCRIMINATION

During the performance of this Agreement, Consultant will not discriminate against any employee of the Consultant or applicant for employment because of race, religion, creed, color, national origin, sex, or age. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex or age.

## 13. LICENSES & PERMITS

### a. BUSINESS LICENSE

Before the City will issue a notice to proceed with the Services, Consultant and any subcontractors must acquire, at their expense, a business license from City in accordance with Chapter 5.04 of the Fort Bragg Municipal Code. Such licenses must be kept valid throughout the Agreement term.

b. OTHER LICENSES AND PERMITS

Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

14. OWNERSHIP OF WORK PRODUCTS AND TREATMENT OF DOCUMENTS

All plans, specifications, reports, designs and other documents prepared by Consultant pursuant to this Agreement shall be and remain the property of the City. Any modification or reuse of such documents by the City without Consultant's prior written consent will be at the City's sole risk. Except as may be otherwise required by law, Consultant will disclose no data, plans, specifications, reports or other documents pertaining to the Services without the prior written consent of City.

15. TERMINATION AND REMEDIES

a. City may terminate this Agreement for convenience by giving at least 10 days written notice to Consultant specifying the termination effective date. Upon receipt of such notice, Consultant may continue performance of the Services through the date of termination. City shall pay Consultant for all Services actually performed in accordance with this Agreement through the termination effective date.

b. If Consultant materially breaches any term of this Agreement, in addition to any other remedies the City may have at law or equity, the City may:

(1) Terminate the Agreement by notice to the Consultant specifying the termination effective date;

(2) Retain, and/or recover from the Consultant at no additional cost to the City, the plans, specification, drawings, reports and other design documents and work products prepared by Consultant, whether or not completed;

(3) Complete the unfinished Services itself or have the unfinished Services completed, and/or;

(4) Charge Consultant, or deduct from monies that may be due or become due the Consultant under this Agreement, the difference between the cost of completing the unfinished Services pursuant to this Agreement and the amount that would otherwise be due Consultant had Consultant completed the Services in accordance with this Agreement.

16. BINDING EFFECT AND ASSIGNMENT PROHIBITION

This Agreement is binding upon City, Consultant, and their successors. Except as otherwise provided herein, neither City nor Consultant may assign, sublet or transfer its

interest in this Agreement or any part thereof without the prior written consent of the other, and any purported assignment without such consent will be void.

## 17. REPRESENTATIVES

a. City representative for purposes of this Agreement will be Marie Jones, Community Development Director. Consultant representative for purposes of this Agreement will be George Salvaggio, Principal and Project Manager. The parties' designated representatives will be the primary contact persons regarding the performance of the Services. The parties intend that their designated representatives will cooperate in all matters regarding this Agreement and in such manner so as to achieve performance of the Services in a timely and expeditious fashion.

b. Notices:

Any written notice to Consultant shall be sent to:

George Salvaggio  
Principal and Project Manager  
WRA Environmental Consultants  
2169-G East Francisco Blvd.  
San Rafael, CA 94901

Any written notice to City shall be sent to:

Marie Jones  
Community Development Director  
City of Fort Bragg  
416 N. Franklin Street  
Fort Bragg, California 95437

## 18. INTEGRATION AND AMENDMENT

This Agreement represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, whether written or oral. If a discrepancy, disagreement, ambiguity, inconsistency or difference in interpretation of terms arises as to terms or provisions of this Agreement and any Exhibit(s) attached to this Agreement, this Agreement shall control and shall be deemed to reflect the intent of the Parties with respect to the subject matter hereof, except for Exhibit 2, the terms of which shall remain. This Agreement may only be amended by a writing signed by a representative authorized to bind the Consultant and a representative authorized to bind the City.

## 19. CONFLICT OF INTEREST PROHIBITION

City and Consultant will comply with the requirements of the City's Conflict of Interest Code adopted pursuant to California Government Code §87300 et seq., the Political Reform Act (California Government Code §81000 et seq.), the regulations promulgated by the Fair Political Practices Commission (Title 2, §18110 et seq. of the California Code of Regulations), California Government Code §1090 et seq., and any other ethics laws applicable to the performance of the Services and/or this Agreement. Consultant may be required to file with the City Clerk a completed Form 700 before commencing performance of the Services unless the City Clerk determines that completion of a Form 700 is not required, pursuant to City's Conflict of Interest Code. Form 700 forms are available from the City Clerk.

Consultant may not perform Services for any other person or entity that, pursuant to any applicable law or regulation, would result in a conflict of interest or would otherwise be prohibited with respect to Consultant's obligations pursuant to this Agreement. Consultant agrees to cooperate fully with City and to provide any necessary and appropriate information requested by City or any authorized representative concerning potential conflicts of interest or prohibitions concerning Consultant's obligations pursuant to this Agreement.

Consultant may not employ any City official, officer or employee in the performance of the Services, nor may any official, officer or employee of City have any financial interest in this Agreement that would violate California Government Code §1090 et seq. Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of City. If Consultant was an employee, agent, appointee, or official of City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 et seq., the entire Agreement is void and Consultant will not be entitled to any compensation for Consultant's performance of the Services, including reimbursement of expenses, and Consultant will be required to reimburse City for any sums paid to Consultant under this Agreement. Consultant understands that, in addition to the foregoing, penalties for violating Government Code §1090 may include criminal prosecution and disqualification from holding public office in the State of California.

Any violation by Consultant of the requirements of this provision will constitute a material breach of this Agreement, and the City reserves all its rights and remedies at law and equity concerning any such violations.

## 20. APPLICABLE LAW AND VENUE

The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and the interpretation of this Agreement. Any action or proceeding that is initiated or undertaken to enforce or interpret any provision, performance, obligation or covenant set forth in this Agreement shall be brought in a state court in Mendocino County.

21. RECOVERY OF ATTORNEYS' FEES

If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret any term of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

22. SEVERABILITY

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged will remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

23. COUNTERPARTS

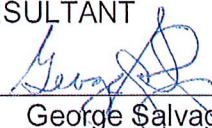
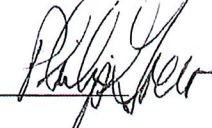
This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

IN WITNESS HEREOF, the parties have caused their authorized representative to execute this Agreement on the date first written above.

CITY

By: \_\_\_\_\_  
Linda Ruffing  
Its: City Manager

CONSULTANT

By:    
George Salvaggio  
Its: Principal and Project Manager

ATTEST:

[Attach Notary Page]

By: \_\_\_\_\_  
Brenda Jourdain  
Acting City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

Exhibits: Exhibit 1 – Consultant's Proposal

# EXHIBIT A

WRA, Inc.

## Proposal for "City Surrounded by a Trail" Feasibility Study and Conceptual Design

### SUMMARY OF CHANGES

The scope of work for the project was changed with the goal of reducing the cost of services by \$20K. This represents a significant reduction. We focused the work effort on the key components to develop a successful conceptual design and feasibility study and eliminated or reduced efforts for less important components. The following is a summary of the changes to the scope of work:

- Emphasize trail planning and reduce the emphasis on preliminary engineering and design;
- Reduce Questa Engineering's role on the project - Questa will still take the lead on the development of the in-town trail routes and configurations;
- Change the format of the public meeting to be an all day workshop without City council to facilitate both public input and public comments on the project;
- Omit preparing a final work plan;
- Reduce weekly coordination meetings to monthly coordination meetings with the City. These will be performed by phone;
- Reduce the complexity of the City Council Workshop – change format to a presentation followed by open discussion;
- Eliminate the phase plan;
- Reduce time allocated for the final report;
- Reduce time allocated for presenting the final report to City Council;
- Questa will not attend the community workshop or City council workshop.

### SECTION E - SCOPE OF WORK

#### Task 1. Project Management and Coordination

##### a. Kick-off Meeting

##### i. Review Existing Documents

The WRA team will review the existing information related to the proposed trail alignments to identify initial constraints and opportunities. The existing information will include potential easements, gaps in alignments, soils, slopes, biological data bases (CNDDDB, NWI, etc.). In addition, WRA will download the existing LiDAR data (foot contour intervals) for proposed trail alignments to assist with the initial slope constraints. The data is free and is available from 2009-2011 California Coastal Conservancy LiDAR data set. This data set will be incorporated into a project base map in GIS.

##### ii. Review Community Input from Initial Community Meeting

The project team will review the community input from January 16, 2014 regarding a potential trail alignment along alignments illustrated in the City's General Plan (i.e., up Noyo and Pudding Creek drainages and summarize the main themes and concerns to be incorporated into the baseline existing information.

##### iii. Complete a Site Visit

**Proposal for "City Surrounded by a Trail" Feasibility Study and Conceptual Design**

The WRA team will participate in a site visit with City staff to document existing conditions and to identify opportunities and constraints as it relates to biology and engineering and infrastructure improvements/requirements. During the site visit we will gather and record key information provided by the City staff regarding nuances of each trail alignment. During the site visits the project team will record key locations on a GPS with 1-foot accuracy. GPS locations will include but are not limited to significant biological boundaries (aquatic/biological boundaries, stream crossing locations, steep grades, and other key locations to be considered as part of the alternatives analysis) This information will be summarized and included in the feasibility study.

**b. Monthly Phone Communications**

As part of the project management, WRA will participate in monthly phone communications with the City's project manager to ensure that budget, timeline, and deliverables are progressing within the terms of the contract.

**Task 2. Facilitate Community and Planning Workshops**

WRA makes public involvement fun! WRA will provide a participatory program for the community and City Council to engage with the trail systems project. We use game-like engagement strategies that yield meaningful insight into public preferences and concerns about the project. We offer opportunities to draw, write, speak and engage with experts so that individuals can participate as they are comfortable. Results are well documented, both during and after the meeting.

WRA will facilitate the two groups in separate workshop settings and present factual information on which to base well informed decisions. WRA facilitators will help frame decisions needed to implement the vision of an interconnected trails network serving Fort Brag. WRA will incorporate local knowledge and manage resolution of conflicting interests by focusing on qualitative improvements for the community and identifying conditions needed to reach agreement. To start the process, WRA will evaluate and summarize the issues highlighted in the first community meeting held January 16, 2014.

WRA will develop an outreach program to engage stakeholders and members of the public to build interest and agreement around the project. The program will include outreach to interested groups, the general public and the City Council. The workshop with the City Council could be scheduled before or after the public workshop depending on their desire for either early or final review.

**a. Advertise for the Public Meeting**

WRA will design an agenda and materials appropriate for both the public meeting and will make concerted efforts to ensure attendance at the meeting. For the public meeting WRA will prepare and distribute the meeting announcements; produce copies of the agendas, and other handout materials; and assist with PowerPoint and other presentation and display materials.

**b. Prepare Materials for Public Meeting and City Council Meeting (2 meetings)**

WRA will prepare worksheets, exhibits, preliminary alignment options and design alternatives for presentation at the public meeting and a second set of materials for the City Council meeting.



**Proposal for "City Surrounded by a Trail" Feasibility Study and Conceptual Design**

The purpose of the public meeting will be to present trail alignment alternatives and to engage the public about their interests and concerns related to the project. Also City representatives are encouraged to attend to provide policy support. The purpose of the City Council meeting will be based on the sensitivity of the information being presented and could include either a preliminary review the public meeting materials, or a final review of the trail feasibility study with public interests incorporated.

c. Facilitate and Record the Meetings

WRA will facilitate both meetings to provide information on alignment alternatives, design, engineering and conservation issues being considered, and will seek feedback from the attendees. WRA will provide leadership for the meeting and graphic recordation of the proceedings. Facilitation will encourage free thinking and the rapid generation of ideas. Comments and questions are recorded on wall sized paper for everyone to see, and to establish a summary of the ideas and discussions. The facilitator will encourage interaction and cooperative participation, and will aid in decision-making during the meetings.

d. Report on the Meetings

WRA will prepare meeting notes from both meetings, incorporating the comments, questions and answers generated during the discussions. The meeting notes will be included in the feasibility report.

e. Project Deliverables

- Production of public meeting announcements, placement of advertisements in newspapers, and distribution to the City for posting to the project website.
- Preparation of draft meeting support materials, including agendas, handouts and presentations for the public meeting and the City Council meeting for City staff to review two weeks in advance of meeting.
- Final presentations and materials provided in workshop packets to the City for distribution to the City Council one week in advance of their meeting.
- Facilitation of two (2) meetings, one with the public and one with the City Council. WRA will provide all exhibits, easels, writing utensils.
- Meeting notes for public meeting and the City Council meeting will incorporated into the feasibility study.

### Task 3. Prepare Draft Work Products

a. Develop a Trail Alternatives Analysis

The WRA team will develop alternative trail alignments and evaluate the alternatives. The alternatives analysis will include the pros and cons of each alignment, cost of implementation, and preliminary estimate of feasibility (cost, community acceptance, ease of acquisition) that will be summarized using value scoring system. The WRA team will present to the City Council for feedback and ultimate selection of a preferred alternative(s).

## Proposal for "City Surrounded by a Trail" Feasibility Study and Conceptual Design

For trail segments in rural/natural areas, alternatives will be developed using constraints and opportunities relating to impacts to natural resources (including Environmentally Sensitive Habitat Areas), environmental permitting timeline and costs, soils, slope, and maintenance/upkeep costs, etc.

For trail segments in urban areas, alternatives will be developed using complete streets concepts, and will include innovative design solutions such as use of pavement markings, traffic calming measures, and possibly bicycle boulevards and cycle tracks, as well as more common elements such as bulb outs, median refuge islands, and pedestrian activated countdown signals. The analysis of these alternatives will require traffic analysis.

### b. Develop a Conceptual Plan and Trail Sections for Preferred Alternative(s)

Once the City Council has made a decision regarding the preferred alternative(s), the project team will provide a conceptual plan. The conceptual plan will include the following: topographic maps with trail alignments, illustrations, infrastructure improvement areas, key cultural and biological resources areas and how they interact with the alignment, photos, etc.

### c. Develop a Cost Estimate for Each Trail Section/Alignment

We will develop a cost estimate for each trail segment. The construction cost will include preliminary and final design, environmental review and permitting, construction, and construction management elements.

## Task 4. Prepare a Draft Report

### a. Prepare a Draft Report

#### i. Executive Summary

The executive summary will provide a high level summary of the process used to select the preferred alternative(s) and will discuss key decisions, considerations, and stakeholders input used to make the final conclusions.

#### ii. Introduction

##### 1) Project Background and Objectives

The project background and objectives will describe the background work completed to date and state the objectives of the trail alternatives analysis.

##### 2) Methodology

This section will detail the methodology used by the project team to develop and analyze the trail alternatives.

#### iii. Trail Alternatives Analysis

The trail alternatives analysis will be the most robust section of the report and will detail all of the criteria and considerations used to select the preferred alternative(s).

#### iv. Conceptual Plan and Trail Sections

**Proposal for "City Surrounded by a Trail" Feasibility Study and Conceptual Design**

The conceptual plan will include numerous figures, graphics and photos, topographic maps with trail alignments, infrastructure improvement areas, key cultural and biological resources areas and how they interact with the alignment, etc.

**v. Phasing Plan**

The phasing plan has been omitted from the scope of work.

**vi. Cost Estimates for Each Section/Alignment**

The City recommended that we scale back this task considerably and only provide a top level cost estimate for the trail alternatives. The construction cost will include the cost of preliminary and final design, environmental review and permitting, construction, and construction management elements.

**b. Deliverables**

Two (2) printed copies and one (1) digital copy (Microsoft Word) will be submitted to City staff for review. All supporting documents will be provided in their original software form (not as PDFs); this includes all maps, tables, figures and photos. Hard copies will be mailed to the City. The digital files will be transmitted to the City via email.

**Task 5. Final Report & City Council Presentation****a. Prepare Final Report and Present to City Council**

Once the City staff have completed the review and provided input on the draft report, the project team will incorporate the information into a final report and present the information in the report to the City council.

**b. Final Documentation**

We will provide seven (7) print copies and one (1) digital copy in Microsoft Word of the final report will be provided to City of Fort Bragg staff. Hard copies will be mailed to the City. The digital files will be transmitted to the City via email.

## SECTION F – BUDGET AND SCHEDULE OF CHARGES

The WRA team's estimated budget is included below. Rates for WRA and Questa staff and reimbursable expenses are included in the Appendix of this proposal.

### Cost Proposal - Revised 5/19/2015

		WRA	Questa	Subtotal	
<b>Task 1</b>	<b>Project Management and Coordination</b>				
	Compile base map	\$3,000		\$3,000	
	Acquire and incorporate LiDAR topographic data	\$1,500		\$1,500	
	Review community input from initial community meeting	\$500		\$500	
	Participate in a site visit	\$3,500		\$3,500	
	Monthly coordination with the City	\$1,500		\$1,500	
	<i>Task Subtotal by Firm</i>	<b>\$10,000</b>	<b>\$0</b>		<b>Task Subtotal \$10,000</b>
<b>Task 2</b>	<b>Facilitate Community and Planning Workshops</b>				
	Community Planning Workshop	\$6,000		\$6,000	
	City Council Workshop	\$4,500		\$4,500	
	<i>Task Subtotal by Firm</i>	<b>\$10,500</b>	<b>\$0</b>		<b>Task Subtotal \$10,500</b>
<b>Task 3</b>	<b>Prepare Draft Work Products</b>				
	Trail Alternative Analysis	\$12,000	\$2,500	\$14,500	
	Conceptual plans, sections, and profiles	\$5,000	\$3,000	\$8,000	
	Cost Estimates	\$500	\$500	\$1,000	
	<i>Task Subtotal by Firm</i>	<b>\$17,500</b>	<b>\$6,000</b>		<b>Task Subtotal \$23,500</b>
<b>Task 4</b>	<b>Prepare Draft Report</b>	\$12,000	\$3,500	\$15,500	<b>Task Subtotal \$15,500</b>
	<i>Task Subtotal by Firm</i>	<b>\$12,000</b>	<b>\$3,500</b>		
<b>Task 5</b>	<b>Final Report &amp; City Council Presentation</b>				
	Prepare Final Report	\$2,500	\$1,000	\$3,500	
	Present Final Report to City Council	\$2,500		\$2,500	
	<i>Task Subtotal by Firm</i>	<b>\$5,000</b>	<b>\$1,000</b>		<b>Task Subtotal \$6,000</b>
	<b>Subtotal by Firm</b>	<b>\$55,000</b>	<b>\$10,500</b>		<b>Total \$65,500</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: 15-263

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**Agenda Date:** 7/13/2015

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 7D.

Adopt City Council Resolution Amending the FY 2014-15 Budget to Appropriate \$90,000 Received From the Noyo Harbor District to Fund Additional Work on the Coastal Restoration & Trail Project (Budget Amendment #2015-30; Amount Not to Exceed \$90,000; Account No. 407-5028-0731)

In June 2015, the City received a \$90,000 tipping fee from the Noyo Harbor District as payment for the acceptance of 10,000 cubic yards of dredge sands that were used to recontour the topography of the northern segment of the Fort Bragg Coastal Restoration & Trail Project. The payment was agreed upon in a Memorandum of Understanding between the City of Fort Bragg and the Noyo Harbor District that was approved by the City Council on January 13, 2014 by adoption of Resolution No. 3684-2014. The resolution did not specify a use for the funds. Staff recommends that the Council adopt the attached resolution authorizing the \$90,000 to be transferred to Fund 407, the Coastal Trail Capital Project Fund, to help cover future costs related to construction of the trail.

**RESOLUTION NO. \_\_\_\_-2015**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL AMENDING THE FY 2014-15 BUDGET TO APPROPRIATE \$90,000 RECEIVED FROM THE NOYO HARBOR DISTRICT TO FUND ADDITIONAL WORK ON THE COASTAL RESTORATION & TRAIL PROJECT (BUDGET AMENDMENT #2015-30; AMOUNT NOT TO EXCEED \$90,000; ACCOUNT NO. 407-5028-0731)**

**WHEREAS**, the City of Fort Bragg and the Noyo Harbor District ("District") entered into a Memorandum of Understanding on January 13, 2014 authorizing the transfer of 10,000 cubic yards of dredge necessary for the Coastal Restoration and Trail Project, in exchange for a tipping fee of \$9.00 per cubic yard; and

**WHEREAS**, the City of Fort Bragg received payment in full from the District on June 25, 2015; and

**WHEREAS**, the Coastal Restoration & Trail Project requires additional work for which grant funding is not available; and

**WHEREAS**, the City Council finds that the appropriation of an additional \$90,000 will benefit the Coastal Restoration & Trail project.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby approve a Budget Adjustment amending the FY 2014/15 Budget to designate the \$90,000 tipping fee for restricted use to cover costs associated with the Coastal Restoration & Trail Project.

The above and foregoing Resolution was introduced by \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 13<sup>th</sup> day of July, 2015 by the following vote:

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

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**DAVE TURNER, MAYOR**  
Mayor

**ATTEST:**

---

**Brenda Jourdain**  
Administrative Assistant



# City of Fort Bragg

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

## Text File

File Number: 15-273

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**Agenda Date:** 7/13/2015

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Consent Calendar

**Agenda Number:** 7E.

Adopt City Council Resolution Amending the FY 2015-16 Budget to Appropriate \$88,275 from the Fire Equipment Fund to Cover the City's Share of the Purchase Cost of a New Water Tender (Budget Amendment #2016-02; Amount Not to Exceed \$88,275; Fund 280)

The City of Fort Bragg is a member of a Joint Powers Authority (JPA) known as the Fort Bragg Fire Protection District. The JPA Board recently voted to follow the approved "Engine Replacement Plan" and purchase a new water tender. The Fire Department has ordered a new tender with an "out the door" price of \$210,500. The City's share of that cost is \$88,275. The City has a "Fire Equipment Fund" that receives revenues from a parcel tax and is restricted to Fire Equipment purchases. The water tender is an eligible expense and the Fire Equipment Fund has sufficient fund balance to cover the expenditure. Council action is required to amend the City's FY 2015-16 Budget to appropriate the funds.

**RESOLUTION NO. \_\_\_\_-2015**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL AMENDING THE FY 2015-16 BUDGET TO APPROPRIATE \$88,275 FROM THE FIRE EQUIPMENT FUND TO COVER THE CITY'S SHARE OF THE PURCHASE COST OF A NEW WATER TENDER (BUDGET AMENDMENT #2016-02; AMOUNT NOT TO EXCEED \$88,275; FUND 280)**

**WHEREAS**, the City of Fort Bragg is a member of a Joint Powers Authority (JPA) known as the Fort Bragg Fire Protection District; and

**WHEREAS**; the Board of the Fort Bragg Fire Protection District recently voted to follow the approved "Engine Replacement Plan" and purchase a new water tender; and

**WHEREAS**, the Fire Department has ordered a new tender with an "out the door" price of \$210,500 and the City's share of that cost is \$88,275; and

**WHEREAS**, the City has a "Fire Equipment Fund" that receives revenues from a parcel tax and is restricted to Fire Equipment purchases; and

**WHEREAS**, the water tender is an eligible expense and the Fire Equipment Fund has sufficient fund balance to cover the expenditure.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby approve FY 2015-16 Budget Amendment #2016-02 to appropriate \$88,275 from Fund 280 for the City's share of the purchase cost of a new water tender (Budget Amendment #2016-02; Amount Not to Exceed \$88,275; Fund 280).

The above and foregoing Resolution was introduced by \_\_\_\_\_, seconded by Councilmember \_\_\_\_\_, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 13<sup>th</sup> day of July, 2015 by the following vote:

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

---

**DAVE TURNER, MAYOR**  
Mayor

**ATTEST:**

---

**Brenda Jourdain,**  
Administrative Assistant





# City of Fort Bragg

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

## Text File

File Number: 15-241

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**Agenda Date:** 7/13/2015

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 7F.

Adopt City Council Resolution Amending the Compensation and Benefits Plan for the City Manager

On June 22, 2015, the City Council met in closed session and provided direction to the Mayor who serves as the "labor negotiator" with regard to the City Manager's employment contract. The attached resolution adjust the City Manager's compensation and benefits plan as follows:

Effective July 12, 2015:

- 1.5% Salary Adjustment

- One-time payment of \$1,000

City Manager will pay the full Employee Contribution (7% of eligible earnings) to the CalPERS premiums.

- City Manager may cash out up to 160 hours of accrued vacation leave.

Effective first full pay period in July 2016:

- 1.5% Salary Adjustment

- One-time payment of \$500

- City Manager may cash out up to 120 hours of accrued vacation leave.

The opportunity to cash out additional vacation leave was provided in acknowledgement of the City manager's limited ability to utilize earned vacation leave due to significant transitions in staffing at the City. The FY 2015/16 Budget includes the costs of the salary adjustment, one-time payments and CalPERS adjustments.

**RESOLUTION NO. \_\_\_\_-2015**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL AMENDING THE COMPENSATION AND BENEFITS PLAN FOR THE CITY MANAGER**

**WHEREAS**, the City Council entered into an agreement for City Manager services effective February 18, 2006 as set forth in Resolution 2919-2006, and as subsequently amended by Resolutions 3097-2007, 3182-2008, 3308-2009, 3345-2010, and 3477-2011; and 3630-2013; and

**WHEREAS**, on June 22, 2015, the City Council conducted a closed session for the purpose of discussing the City Manager's compensation and benefits; and

**WHEREAS**, it is the intention of the City Council to provide an additional 1.5% salary increase effective the first full pay period in July 2015 and an additional 1.5% salary increase effective the first full pay period in July 2016; and

**WHEREAS**, it is the intention of the City Council to provide a one-time lump sum payment of \$1,000 paid as taxable earnings on the regular paycheck for the first full pay period of July 2015, and a one-time lump sum payment of \$500 paid as taxable earnings on the regular paycheck for the first full pay period of July 2016; and

**WHEREAS**, it is the intention of the City Council to allow the City Manager to cash out up to 160 hours of accrued vacation leave in FY 2015/16 and up to 120 hours of accrued vacation leave in FY 2016/17 in acknowledgement of the City Manager's limited ability to use earned vacation leave due to significant staff transitions; and

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

1. The salary adjustments and one time payments for FY 2015/16 are appropriated in the FY 2015/16 budget.
2. The adjusted compensation and benefits for the City Manager are appropriate given the scope and level of responsibility associated with the position.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby amend the City Manager's at-will employment agreement as follows:

**SECTION 5: SALARY AND PERFORMANCE EVALUATIONS**

Section 5(a) is replaced with the following:

- a. As compensation for the services to be rendered by the City Manager in FY 2015/16, the City shall pay the City Manager an annualized salary of \$143,656.63 effective the first full pay period in July 2015.

As compensation for the services to be rendered by the City Manager in FY 2016/17, the City shall pay the City Manager an annualized salary of \$145,810.84, effective the first full pay period in July 2016.

In addition, the following one-time lump sum payments shall be paid on the date and in the manner described below. These payments are not included in the City's

Compensation Plan and are not considered “special compensation” under section 571 of the California Code of Regulations.

- Effective the first full pay period in July 2015, \$1,000 paid as taxable earnings on the on the regular paycheck, paid as taxable income to the extent required by law; and
- Effective the first full pay period in July 2016, \$500 paid as taxable earnings on the on the regular paycheck, paid as taxable income to the extent required by law.

**SECTION 7: LEAVE**

Section 7 is replaced with the following:

The City Manager shall accrue sick leave, vacation leave and executive leave benefits in the same manner and level as prescribed for other City Exempt At-Will Executive classifications, except as follows:

- In FY 2015/16, the City Manager may cash out up to 160 hours of accrued vacation leave.
- In FY 2016-17, the City Manager may cash out up to 120 hours of accrued vacation leave.

**SECTION 8: OTHER EMPLOYMENT BENEFITS**

Section 8(b) is replaced with the following:

City agrees to pay the full cost of the employer contribution and the City Manager shall pay the full cost of the employee contribution to the California Public Employees Retirement System (“CalPERS”) premiums.

**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 13<sup>th</sup> day of July, 2015, by the following vote:**

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

---

**DAVE TURNER,**  
**Mayor**

**ATTEST:**

---

**Brenda Jourdain,**  
**Administrative Assistant**

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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: 15-240**

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**Agenda Date:** 7/13/2015

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 7G.

Adopt City Council Resolution Modifying the CalPERS Employer Paid Member Contributions for the City Manager

On the July 13, 2015 consent calendar, the City Council will consider approval of a resolution modifying terms and conditions of the Employment Agreement for the City Manager. This is a companion resolution that authorizes the elimination of the CalPERS Employer Paid Member Contributions and provides that the City Manager will pay the full employee contribution to CalPERS premiums.

**RESOLUTION NO. \_\_\_\_-2015**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL MODIFYING THE CALPERS EMPLOYER PAID MEMBER CONTRIBUTIONS FOR THE CITY MANAGER**

**WHEREAS**, the City Council entered into an agreement for City Manager services effective February 18, 2006 as set forth in Resolution 2919-2006, and as subsequently amended by Resolutions 3097-2007, 3182-2008, 3308-2009, 3345-2010, and 3477-2011; and 3630-2013; and

**WHEREAS**, on June 22, 2015, the City Council conducted a closed session for the purpose of discussing the City Manager's compensation and benefits; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby amend the City Manager's Employment Agreement with respect to the City contribution toward Employer Paid Member Contribution as follows:

**SECTION 8: OTHER EMPLOYMENT BENEFITS**

Section 8(b) is replaced with the following:

City agrees to pay the full cost of the employer contribution and the City Manager shall pay full cost of the employee contribution to the California Public Employees Retirement System ("CalPERS") premiums.

**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 13<sup>th</sup> day of July, 2015, by the following vote:**

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

---

**DAVE TURNER,  
Mayor**

**ATTEST:**

---

**Brenda Jourdain,  
Administrative Assistant**



# City of Fort Bragg

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

## Text File

File Number: 15-265

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**Agenda Date:** 7/13/2015

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 7H.

Adopt City Council Resolution Authorizing Acting City Clerk Classification and Reclassifying Housing & Economic Development Coordinator Position to Special Projects Manager  
The City's administrative staff is in the midst of a transition. The Assistant City Manager recently retired and the City Clerk is planning to retire in early October. When the recruitment for the Assistant City Manager position was conducted, the position was retitled "Administrative Services Director" to more clearly align it with the primary responsibilities of the position. Adjustments were made to the job description which is within the City Manager's authority and does not require Council approval. Compensation for the Administrative Services Director position remains "banded" with the other Department heads (excepting the Police Chief). The Administrative Services Director recruitment is in the final stage of the pre-employment process and the new Director is scheduled to start work on July 27, 2015.

The City Clerk is on leave and not expected to return to work until mid-September at the earliest. The Clerk's responsibilities have been divvied up by several staff members at City Hall and the City currently is recruiting a temporary Office Assistant to help fill the void. Given the imminent retirement of the City Clerk in October, the City Manager would like to initiate an "internal" recruitment to fill the position as soon as possible. The City Manager recommends that the Council adopt the attached resolution establishing an "Acting City Clerk" position which will be retitled "City Clerk" once the incumbent City Clerk has retired. The resolution classifies the new Acting City Clerk (and future City Clerk) position as an exempt, mid-management position that will report to the Administrative Services Director. The current City Clerk position is an Executive, At-Will classification that reports to the City Manager. In small cities such as Fort Bragg, it is common for the City Clerk position to be filled at the mid-management level. The restructuring of the City's administrative services is intended to create a more cohesive administrative team to provide support services (human resources/personnel, records management, Council packet preparation, elections services, risk management, information technology) to both internal City departments and external customers. As part of this restructuring, the current Administrative Assistant position will report to the Administrative Services Director rather than the City Clerk. A separate resolution is provided to add the Acting City Clerk classification to the resolution which establishes compensation and benefits for mid-management employees.

The City's Community Development Department is also in the midst of a transition. Recruitments currently are underway for the vacant Associate Planner position and the newly-established part-time Grants Assistant position. To enhance stability in the Department, the Community Development Director and City Manager recommend establishment of a mid-management classification. The recommendation is that the "Housing & Economic Development Coordinator" position be reclassified as an exempt, mid-management position entitled "Special Projects Manager." The position will have responsibilities for grants, including supervision and training of the Grants Assistant, and also for special planning projects undertaken by the Community Development Department. The position will be responsible for overseeing the Department when the Director is absent. A separate resolution is provided to add the Special Projects Manager

classification to the resolution which establishes compensation and benefits for mid-management employees.

The City Manager reviewed these proposed changes with the Personnel Committee and the Committee recommended that they be brought forward to the City Council for approval.



**RESOLUTION NO. \_\_\_\_-2015**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL AUTHORIZING (1) ESTABLISHMENT OF AN EXEMPT, MID-MANAGEMENT ACTING CITY CLERK POSITION, TO BE RECLASSIFIED AS CITY CLERK UPON INCUMBENT CITY CLERK'S RETIREMENT, AND (2) RECLASSIFICATION OF HOUSING & ECONOMIC DEVELOPMENT COORDINATOR POSITION TO AN EXEMPT, MID-MANAGEMENT POSITION TITLED SPECIAL PROJECTS MANAGER**

**WHEREAS**, City departmental tasks have evolved resulting in a change in staffing requirements; and

**WHEREAS**, the City Council's Personnel Committee reviewed and recommended approval of a two new, exempt mid-management classifications: (1) Acting City Clerk, a position in the Administrative Services Department which will perform the duties of City Clerk while the incumbent is on leave and following incumbent's retirement; and (2) Special Projects Manager in the Community Development Department which is a reclassification of the Housing & Economic Development Coordinator position; and

**WHEREAS**, it is the Council's intention that this restructuring will result in the removal of the City Clerk position as an Exempt, At Will, Executive Classification upon incumbent's separation from the City and the Acting City Clerk position will be retitled City Clerk; and

**WHEREAS**, the compensation plan for the Acting City Clerk and Special Projects Manager positions is established in an accompanying resolution entitled "Resolution Establishing Compensation Plan and Terms and Conditions of Employment for Exempt Mid-Management Classifications; and

**WHEREAS**, the establishment of these positions requires City Council authorization; and

**WHEREAS**, funds sufficient to provide for these positions are appropriated in the FY 2015-16 Budget; and

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

1. The proposed reclassifications will provide for critical operational support necessary to carry out the mission and organizational goals of the City.
2. The proposed establishment of the Special Projects Manager will enhance the stability of the Community Development Department and provide essential mid-management support to the Community Development Director.
3. The proposed restructuring of the Administrative Services Department with the Acting City Clerk designated as a mid-management classification will allow for establishment of a well-coordinated team of employees providing administrative services to all City departments, to the Council, and to the public.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby authorize the establishment of two new exempt, mid-management classifications as follows: Acting City Clerk and Special Projects Manager to be effective July 26, 2015.

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 13<sup>th</sup> day of July, 2015, by the following vote:

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

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**DAVE TURNER,**  
**Mayor**

**ATTEST:**

---

**Brenda Jourdain**  
**Administrative Asstistant**



# City of Fort Bragg

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

## Text File

File Number: 15-266

**Agenda Date:** 7/13/2015

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 7I.

Adopt City Council Resolution Establishing a Compensation Plan and Terms and Conditions of Employment for Exempt Mid-Management Classifications

The attached resolution modifies the current resolution establishing terms and conditions of employment for exempt, mid-management classifications. The modifications are shown in highlighted text and accomplish the following:

1. The "Acting City Clerk" and "Special Projects Manager" classifications are added to the mid-management compensation schedule.
3. The salaries of all of the mid-management positions except the Police Lieutenant and the Operations Manager are banded at the salary level currently assigned to the Senior Government Accountant. (Note: The Associate City Engineer position is currently vacant and its salary would be very slightly reduced.)
4. The resolution is "cleaned up" to reflect the Council's commitment to funding the Noyo Center Executive Director position through the pay period ending September 5, 2015.
5. The resolution is "cleaned up" to clarify that the term "retiree" as defined in Section 3.1(E) only applies to employees with a minimum of ten years continuous employment with the City. This clarification has been made in the MOUs and employment resolutions for all of the other employee groups.

The Acting City Clerk and Special Projects Manager positions are authorized by a separate resolution presented to the Council on the July 13, 2015 consent calendar. This resolution is necessary to establish the compensation plan for the two new mid-management positions. The City Manager recommends that the compensation schedules for the mid-management classifications (excepting the Lieutenant and Operations Manager) be banded, similar to the banding of Department head salaries (which are banded, except for the Police Chief). The resolution would band the salaries at the level currently assigned to the Senior Government Accountant position. The Lieutenant and Operations Manager are compensated at higher levels due to the breadth of their supervisory responsibilities. No changes are proposed to the Lieutenant and Operations Manager compensation schedules.

The resolution is also modified to clarify that the Noyo Center Executive Director position is established through September 5, 2015 and that, as with other mid-management positions, a 1.5% salary adjustment was implemented effective July 12, 2015. As this position is temporary and will be eliminated in less than two months, it is not proposed to be banded with the other mid-management classifications.

At this time, it is uncertain what, if any, budget implications the proposed modifications to the mid-management compensation plan will have in FY 2015-16. While there may be an overlap between the Acting City Clerk and the City Clerk, the reclassification of the position from executive management to mid-management will result in an overall salary savings. The Special Projects Manager position in Community Development will replace the Housing & Economic Development Coordinator with a higher-paid classification. Because of salary savings as a result of vacant

positions in the Community Development Department, a budget adjustment is not expected to be needed in FY 2015-16.

The Council's Personnel Committee reviewed the proposed compensation schedule for the Acting City Clerk and Special Projects Manager, as well as the proposal that the mid-management classifications (with the exception of the Police Lieutenant and Operations Manager) be banded. The Committee recommended that the changes be brought forward for Council approval.

**RESOLUTION NO. \_\_\_\_ -2015**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL ESTABLISHING A  
COMPENSATION PLAN AND TERMS AND CONDITIONS OF EMPLOYMENT FOR  
EXEMPT MID-MANAGEMENT CLASSIFICATIONS**

**WHEREAS**, it is the desire of the City Council to provide an adequate level of compensation and to enumerate benefits and conditions of employment for exempt Mid-Management classifications; and

**WHEREAS**, exempt mid-management classifications covered by this resolution include: Associate City Engineer, Acting City Clerk, Senior Government Accountant, Special Projects Manager, Operations Manager, Police Lieutenant, and Noyo Center Executive Director, and

**WHEREAS**, exempt Mid-Management classifications covered by this resolution are exempt from overtime under Fair Labor Standards Act section 13(a)(1) and are part of the Personnel Merit System; and

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

1. It is necessary to rescind Resolution No. 3734-2014 which establishes a compensation plan and terms and conditions of employment for exempt mid-management classifications in order to add two new classifications: Acting City Clerk and Special Projects Manager.
2. It is appropriate to “band” the compensation schedule for all of the mid-management positions, excepting the Police Lieutenant and Operations Manager positions which have a much greater breadth of supervisory responsibilities than the other positions.
3. It is necessary to clarify the end date of the Noyo Center Executive Director position and its adjusted salary for the period between July 12, 2015 and September 5, 2015.
4. It is necessary to clarify the definition of “retiree” in Section 3.1(E) “Health and Dental Insurance on Retirement” to establish that the requisite “10 years of employment with the City” must be continuous. This clarification has been made in the MOUs and employment resolutions for all of the other employee groups.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby rescind the compensation and terms and conditions of employment for Mid-Management classifications as set forth in 3734-2014; and

**BE IT FURTHER RESOLVED** that the City Council of the City of Fort Bragg does hereby establish a compensation plan and terms and conditions of employment for Mid-Management classifications as follows.

The terms and conditions of employment as delineated below are in addition to the provisions of the City’s Personnel Rules and Regulations of the City of Fort Bragg" as adopted by Resolution 3805-2015 and as amended from time to time. Should a conflict exist between this Resolution and Resolution 3805-2015, the provisions in this Resolution, or its successor, shall prevail.

**SECTION 1.0      SALARY COMPENSATION**

**1.1      SALARY SCHEDULE EXEMPT MID-MANAGEMENT CLASSIFICATIONS**

Position	Range/Month Effective July 13, 2014	Range/Month Effective first full pay period in July 2015	Range/Month Effective first full pay period in July 2016
Associate City Engineer	\$5,312-\$6,457	\$5,366-\$6,523	\$5,447-\$6,620
Acting City Clerk	n/a	\$5,366-\$6,523	\$5,447-\$6,620
Senior Government Accountant	\$5,287-\$6,426	\$5,366-\$6,523	\$5,447-\$6,620
Special Projects Manager	n/a	\$5,366-\$6,523	\$5,447-\$6,620
Operations Manager	\$5,578-\$6,780	\$5,661-\$6,882	\$5,746-\$6,985
Police Lieutenant	\$7,021-\$8,534	\$7,126-\$8,662	\$7,233-\$8,792
Noyo Center Executive Director (authorized through September 5, 2015)	\$5,165-\$6,278	\$5,242-\$6,372	

Salary ranges are established for exempt Mid-Management classifications which incorporate cost of living adjustments as follows: Effective July 13, 2014 - 1%; effective the first full pay-period in July 2015 – 1.5%; and effective the first full pay-period in July 2016 – 1.5%:

**1.2      ONE-TIME PAYMENTS**

One-time payments will be made to positions covered by this Resolution on the date and in the manner described below. These payments are not included in the City’s Compensation Plan and are not considered “special compensation” under section 571 of the California Code of Regulations.

- A. Effective the pay period beginning July 13, 2014, each employee covered by this Resolution and whose hire date falls prior to July 13, 2014, shall receive on their regular paycheck a one-time payment of \$1,000, paid to the employee as taxable income to the extent required by law.
- B. Effective the first full pay period in July 2015, each employee covered by this Resolution and whose hire date falls prior to the beginning of the first full pay period in July 2015, shall receive on their regular paycheck a one-time payment of \$500, paid to the employee as taxable income to the extent required by law.
- C. Effective the first full pay period in July 2016, each employee covered by this Resolution and whose hire date falls prior to the beginning of the first full pay period in July 2016, shall receive on their regular paycheck a one-time payment of \$1,000, paid to the employee as taxable income to the extent required by law.

**1.3      INITIATIVE MEASURE D, ORDINANCE 672**

- A. The salary provisions of Initiative Measure D. Ordinance 672 as adopted by the voters on November 4, 1986, are hereby recognized as the basic policy document governing the salary of the Police Chief covered in this resolution.

- B. The salary adjustments as provided for in Ordinance 672 shall be implemented as soon as possible after January 1 of each year, and before January 31, unless there is a discrepancy. In these instances, the discrepancy shall be resolved, and the salary adjustments shall be implemented no later than February 28.

## **SECTION 2.0 LEAVES OF ABSENCE (PAID AND UNPAID)**

### **2.1 MANAGEMENT LEAVE**

Each exempt Mid-Management employee shall receive 10 days (80 hours) of Management Leave annually accrued in total as of January 1. Management leave for exempt Mid-Management employees hired after January 1 will be prorated. An additional 5 days (40 hours) of supplemental leave may be awarded at the discretion of the City Manager based on extended hours of work time and job performance as verified by the City Manager.

If the leave is not used by December 31 of each year, the unused balance will not carry forward unless approval by the City Manager is requested and received before December 31. The City Manager may authorize a carry-over of unused balance for up to 90 days past December 31. Any unused leave not taken within the 90-day extension period will be lost. Management Leave must be taken as time off and is not compensable upon termination.

### **2.2 VACATION LEAVE**

- A. Accrual: All full-time exempt Mid-Management employees covered by this resolution shall accrue vacation as follows:

- 88 hours annually for 1 to 3 years of service (i.e. 0-36 months).
- 120 hours annually for 4 to 9 years of service (i.e. 37-120 months).
- 160 hours annually for 10 to 14 years of service (i.e. 121-180 months).
- 200 hours annually for 15 or more years of service (i.e. more than 180 months).

- B. Accumulation: Vacation time can be accrued as follows:

- A maximum of 240 hours for 1 to 9 years of service (i.e. 0-120 months).
- A maximum of 320 hours for 10 to 14 years of service (i.e. 121-180 months).
- A maximum of 360 hours for 15 or more years of service (i.e. more than 180 months).

The City Manager may authorize additional accumulation of vacation hours in situations where vacation time cannot be authorized due to work demands.

- C. Use: Vacation leave may be taken as it accrues. 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 employee, but shall be approved by the department head, who shall consider the wishes of the employee and the needs of the Department.
- D. Vacation Buy-Back: Once during each fiscal year, and subject to the approval of the City Manager, a maximum of 40 hours of vacation leave may be bought out. At the time the buy-back option is exercised, a minimum of 40 hours of vacation leave must be retained. Buy out requests must be made in writing to the City Manager.

### **2.3 LEAVE OF ABSENCE WITHOUT PAY**

The City Manager may grant leaves of absence for a maximum of ninety (90) working days, without pay to any employee if the circumstances of the particular case warrant.

## **2.4 SPECIAL ADMINISTRATIVE LEAVE**

The exempt Mid-Management classification of Police Lieutenant shall be eligible for “special administrative leave” as outlined in the Fort Bragg Police Association (FBPA) MOU in effect at the time such leave is required.

## **2.5 TEMPORARY ASSIGNMENT PAY FOR WORKING IN A HIGHER CLASSIFICATION**

When a Mid-Management employee is assigned to perform the duties of a department head for a period in excess of three (3) working days, said employee shall receive compensation equal to step 1 of the so assigned department head classification compensation schedule for the entire period of such assignment.

At the discretion of the City Manager, when the Police Lieutenant is assigned to perform the duties of the Chief of Police for a period in excess of three (3) working days, said employee shall receive compensation equal to step 2 of the so assigned department head classification compensation schedule for the entire period of such assignment.

Such assignments must be documented in writing prior to the actual absence of the department head and shall be approved by the City Manager prior to the absence of the department head, unless the absence is due to an unanticipated or unexpected absence.

Temporary assignment pay shall not apply to any paid leave time (sick leave, vacation, holiday, management leave) taken during the temporary assignment. In the event that the employee is required to be available over the weekend or during a holiday to respond to work related issues (for example the Police Lieutenant may be temporarily assigned when the Chief is out of town for four days including a weekend) assignment pay will apply to holiday or weekend days.

## **SECTION 3.0 HEALTH, DENTAL, VISION, LONG TERM DISABILITY, LIFE INSURANCE, DEFERRED COMPENSATION, RETIREMENT AND CAFETERIA PLAN**

### **3.1 HEALTH, DENTAL AND VISION INSURANCE**

A. For purposes of this Section, the following definitions shall apply:

1. Legally Separated - A court action separating an employee from his/her spouse. This definition shall be used for the sole purpose of City covered health insurance purposes. The insurance Provider shall determine if the separated spouse is eligible for coverage under the City Health Plan(s)
2. Domestic Partner — A domestic partner as defined under California Family Code section 297.

B. Health and Dental Insurance

1. City shall provide health and dental insurance plans for employees and shall make such plan available for any dependents. The Insurance Provider shall determine if a legally separated spouse is eligible for coverage under the City's group health and dental plans.
2. Effective July 1, 2012, the City shall pay 80% and the employee shall pay 20% of the premiums required for the health and dental plans.



3. Employees enrolled in the High Deductible Health Plan will receive a total benefit allowance equal to 80% of the premium for the "traditional" health plan for payment of the High Deductible Health Plan premium with the balance, if any, to be paid into a Health Savings Account. Employees may choose to contribute additional funds to a Health Savings Account on a pre-tax basis via payroll deductions in accordance with IRS guidelines.

C. Eligible employees may elect to opt out of the medical and dental plan completely, in which case the employee will receive a monthly contribution of \$250 if opting out of both medical and dental coverages and a pro-rated amount if opting out of only one type of coverage. The unused portion of the \$250 contribution will be paid to the employee as taxable income. To be eligible, employees must provide proof of other comparable coverage and the opt out shall be effective for the employee and any eligible dependents. The unused portion of the \$250 contribution will be paid to the employee as taxable income.

D. Vision Plan

1. The City shall provide a vision care program for both employee and dependents. The premium cost of said plan is paid entirely by the City.
2. Where and when the wearing of safety glasses is mandatory, the City shall provide reimbursement of the actual cost of required prescription safety glasses up to a maximum of \$225 per fiscal year per employee, or \$450 every other fiscal year.

E. Health and Dental Insurance on Retirement

For purposes of this section, the term "retiree" is defined as:

*An employee who has a minimum of ten (10) years of continuous employment with the City, whose last day of employment preceding retirement through the California Public Employee Retirement System (CalPERS) was with the City, who immediately begins receiving CalPERS benefits upon retirement from the City, and who continuously maintains retiree status with CalPERS.*

1. For employees hired on or before December 31, 1991:

- i) The City agrees to pay, for an eligible employee/retiree only, the costs of health and dental insurance in the City-approved plan(s) after retirement.
- ii) The City will make available health and dental insurance in the City-approved plan(s) for the spouse or domestic partner only of a retiree if retiree was married or in a domestic partnership at the time of retirement.
- iii) The City will pay the cost of spousal/partner health coverage based on the following schedule. Retirees must be at least sixty (60) years of age at retirement in order to receive this benefit. If an employee retires earlier than age 60 as allowed under the CalPERS retirement plan, the employee/retiree is responsible for 100% of the cost of spousal/partner health insurance coverage until the retiree reaches the age of sixty (60).

<b>Retiree Completed Years of Service</b>	<b>City-Paid Portion of Dependent Health Premiums</b>
<b>10 Years</b>	10%

11 Years	20%
12 Years	30%
13 Years	40%
14 Years	50%
15 Years	60%
16 Years	70%
17 Years	80%
18 Years	90%
19 Years	100%

- iv) Part-time employees/retirees eligible for this benefit shall receive the prorated cost of health and dental insurance in accordance with the City's Personnel Rules.
  - v) The retiree is responsible for 100% of the cost of spousal/partner coverage in the City's dental plan.
2. For employees hired on or after January 1, 1992 but before July 1, 2003:
    - i) The City agrees to pay, for an eligible employee/retiree only, the costs of health and dental insurance in the City-approved plan(s) after retirement.
    - ii) Part-time employees/retirees eligible for this benefit shall receive the prorated cost of health and dental insurance in accordance with the City's Personnel Rules.
  3. For employees hired on or after July 1, 2003 but before July 1, 2007:
    - i) The City agrees to pay, for an eligible employee/retiree only, the costs of health and dental insurance in the City-approved plan(s) after retirement until the retiree reaches the minimum required age for Medicare eligibility, at which time the City will only provide a supplemental prescription drug plan for the retiree.
    - ii) Part-time employees/retirees eligible for this benefit shall receive the prorated cost of health and dental insurance in accordance with the City's Personnel Rules.
  4. For employees hired on or after July 1, 2007 but before July 1, 2011:
    - i) The City agrees that employees/retirees only may remain on the City's health and dental insurance plans until retiree reaches minimum Medicare eligibility age. The retiree is responsible for the full cost of insurance premiums for retiree only coverage which shall be paid to the City in a timely manner.
  5. For employees hired on or after July 1, 2011:
    - i) Retirees are not eligible to participate in the City's post-employment health and dental insurance benefit plans.

### **3.2 LONG TERM DISABILITY INSURANCE**

- A. Exempt Mid-Management employees covered under this resolution may participate in the group long-term disability insurance program. For an overview of the plan see the certificate of insurance on file in the City Human Resources Department.
- B. The City shall pay half the cost of the program with the balance to be paid by employees, through payroll deduction.

### **3.3 LIFE INSURANCE**

The City agrees to provide a life insurance policy in the amount of \$100,000 for each Mid-Management employee covered under this resolution. The City agrees to pay all costs of such policies.

### **3.4 DEFERRED COMPENSATION**

The City agrees to continue in effect the deferred compensation plans approved by resolution of the City Council. Participation is voluntary and no contribution is made by the City on the employee's behalf.

### **3.5 RETIREMENT**

- A. For employees hired prior to December 31, 2012, and employees hired on or after January 1, 2013, who are "Classic Employees" as defined by CalPERS, the City offers the 2% @ 55 CalPERS Retirement Plan for all Miscellaneous employees covered by this resolution and the 2% @ 50 CalPERS Retirement Plan for all Safety employees covered by this resolution.
- B. Employees hired on January 1, 2013 or after, who are not "Classic Employees" as defined by CalPERS, the City offers the 2% @ 62 CalPERS Retirement Plan for all Miscellaneous Employees covered by this resolution and the 2.7% @ 57 CalPERS Retirement Plan for all Safety Employees covered by this resolution.
- C. For employees hired after March 13, 2006 and before January 1, 2013, (Eligible Employee), the City agrees to pay the cost of the employer share and to pay Employer Paid Member Contributions (EPMC) pursuant to Government Code Section 20691 according to the following time-in-grade schedule (pursuant to Government Code Section 20626(e)(1)):
  - Years 1 through 5 at 0%
- D. Once an Eligible Employee accrues five (5) years of total service to the City of Fort Bragg (either on a continuous or cumulative basis), s/he shall be entitled to payment of EPMC on the same terms that apply to all other employees covered by this resolution.
- E. Effective the first full pay period in July 2014, for employees covered by this resolution who are not subject to the time-in-grade exception, the City agrees to pay the full cost of the employer contribution and 1% of eligible earnings as EPMC pursuant to Government Code Section 20691 for Miscellaneous employees; and the City agrees to pay the full cost of the employer contribution and 3% of eligible earnings as EPMC pursuant to Government Code Section 20691 for Safety employees.
- F. Effective the first full pay period in July 2015, for employees covered by this resolution who are not subject to the time-in-grade exception, the City agrees to pay the full cost of the employer contribution and the employee will cover 100% of the employee contribution for Miscellaneous employees; and the City agrees to pay the full cost of the employer contribution and 2% of eligible earnings as EPMC pursuant to Government Code Section 20691 for Safety employees.
- G. Effective the first full pay period in July 2016, for Safety employees covered by this resolution who are not subject to the time-in-grade exception, the City agrees to pay the full cost of the employer contribution and 1% of eligible earnings as EPMC pursuant to Government Code Section 20691.

### **3.6 CAFETERIA PLAN ADMINISTRATIVE FEES**

The City shall pay the administrative costs for employees enrolled in the plan.

### **SECTION 4.0 PHYSICAL EXAMINATIONS**

Exempt Mid-Management employees covered by this resolution, may undergo annual physical examinations. The City will reimburse any costs associated with deductible and co-pays. The employee must submit a copy of the health insurance explanation of benefits to the Human Resources Office for reimbursement of co-pays and deductibles.

### **SECTION 5.0 AUTOMOBILE USE AND TRAVEL REIMBURSEMENT**

- A. In those instances where a City vehicle is not available for use and the employee is required to use his/her private vehicle on City business, travel expense reimbursement shall be at the rate allowed by the Internal Revenue Service for mileage driven on City business.
- B. Prior to the use of their private vehicle, employees must provide the City with a certificate of insurance, on the form provided by the City, which evidences that employee has comprehensive automobile liability insurance or business automobile liability insurance in an amount at least equal to the minimum requirements established by the City's liability insurance provider.
- C. Employees shall be reimbursed for expenses incurred while on assignment outside the Fort Bragg area as follows:
  - 1. Lodging: Maximum of \$89.00 per night, which shall include local taxes, but exclude tips, porter's fees, , room service, movies, valet, etc.
    - i. When traveling to a high cost area, the City Manager may approve a higher maximum than shown above.
    - ii. When an employee lodges at a hotel/motel at which the training program/meeting/seminar is being conducted, the employee shall be reimbursed for actual lodging costs if higher than the amount above. Approval of the Department Head or City Manager is required.
    - iii. Receipts are required for all lodging costs.
    - iv. When shared by others, only a pro rata share of the cost will be reimbursed. When furnished by a government agency or other source, or otherwise obtained without cost, (i.e. lodging with friends or relatives) there shall be no reimbursement.
  - 2. Meals: Per diem allowances for meals shall be provided and employees shall be eligible to claim for breakfast per diem (\$10.00) if they are in travel status as of 6:00 a.m.; employees shall be eligible to claim for lunch per diem (\$15.00) if they are in travel status between the hours of 11:00 a.m. and 2:00 p.m.; employees shall be eligible to claim for dinner per diem (\$25.00) if they are in travel status as of 6:00 p.m.
    - i. If some meals are furnished when traveling on a per diem, they may not be claimed and/or they will be deducted at the basic rate as provided above.
  - 3. Rental Cars: Size of rental cars must be justified if larger than compact. When using a rental vehicle, employee must keep log of daily mileage and pay for any mileage charge when car is used for personal business.

4. First Class Travel: First class travel cannot be used, unless the additional cost is paid by the employee.
5. Tickets: Copy of tickets used for travel must always be furnished with claim.
6. Fitness for Duty Examinations: City will pay mileage for personal car use to and from the out-of-town location of the city requested examination based on the same criteria as for other travel reimbursements.

## **SECTION 6.0      EDUCATION INCENTIVE**

- A. No exempt Mid-Management employee covered by this resolution shall receive any additional pay as an educational bonus or "certificate pay."
- B. The City shall make available \$750 annually for each exempt Mid-Management employee covered by this resolution for purpose of continuing education and/or professional training. The annual training allowance may be accumulated to a maximum of \$1,500 and should be included in the departmental budget during the budget process when planning for training and professional development. The training allowance may be used for training and expenses incurred in obtaining training. Requests must be approved by the City Manager prior to incurring expenses. Reimbursement will be made upon evidence of successful completion of the training or class.

## **SECTION 7.0      HOURS OF WORK**

- A. Salaries approved for exempt Mid-Management employees recognize the advanced level of skills possessed by these employees, the high level of responsibility delegated to these employees and the potential for longer working hours necessitated by meeting attendance, response to emergency situations, and attendance at court and/or the necessity for meeting project deadlines.
- B. There is no specific compensation for hours worked beyond the minimum workweek of forty (40) hours. The following shall serve as basic guidelines to be used in the management of exempt Mid-Management employee work hours:
  1. Exempt Mid-Management employees shall be expected to attend City Council and other evening or weekend meetings and activities as may be required by their job duties. Mid-Management employees shall not receive compensatory time off or additional compensation in any other form for attendance at such meetings/activities.
  2. All employees covered under this resolution are exempt Mid-Management employees and are, therefore, exempt from overtime payment under the Fair Labor Standards Act.
  3. All employees covered under this resolution shall be eligible to use Management Leave during the calendar year as provided in Section 2.1 of this resolution or to adjust work days and hours in recognition of extended hours worked.
  4. In recognition that exempt Mid-Management employees are often required to attend early morning, lunch, and evening meetings a system of flexible time is available for their use. Exempt Mid-Management employees may work prior to the regular starting time or beyond the regular ending time, or may occasionally take an extended lunch or may work a weekend in lieu of a workday. However, it is expected that exempt Mid-Management employees shall work a minimum of eighty (80) hours per pay period, plus any additional work time reasonably required to discharge the duties and responsibilities of the position.

**SECTION 8.0            UNIFORM AND BOOT ALLOWANCE**

The Associate City Engineer and Operations Manager are eligible for a boot allowance of \$200.00 per year for boots that are OSHA/ASTM approved.

The Operations Manager is eligible for a uniform allowance of \$500 per year for boots and clothing appropriate for performing work at the City's treatment plants and performing other responsibilities of the position.

Pursuant to City Council Resolution 2764-2004, the Police Lieutenant will receive the uniform allowance as provided to police officers.

**SECTION 9.0            CERTIFICATION AND DUES**

The City agrees to pay for any certifications required in the performance of job duties for all mid-management positions.

To support each employee covered by this resolution in performing the necessary functions of their job duties, the City will pay for dues and subscriptions for professional/technical licensing and association membership as recommended by the Department Head and approved by the City Manager.

**SECTION 10.0            EQUIPMENT PURCHASE LOAN PLAN**

All exempt Mid-Management employees covered by this resolution shall have the option of entering into an equipment purchasing loan plan with the City, which may be utilized to assist the employee to purchase equipment that may be used, both on or off duty, to improve the employee's job performance. This plan has the following limitations:

- A. The loan total shall not exceed \$3,000.00.
- B. Employee cannot add to an existing loan without the recommendation and express permission of the City Manager.
- C. Employee agrees to pay an interest rate equal to the Local Agency Investment Fund (LAIF) rate paid to the City, as of the date of the loan, plus .25 percent.
- D. Loans shall be repaid via payroll deductions. Loans of less than \$1,000.00 shall be repaid in twenty-six equal installments. Loans of \$1,000.00 or more but less than \$2,000.00 shall be repaid in fifty-two equal installments. Loans of \$2,000.00 or more shall be repaid in seventy-eight equal installments. In no case shall deductions be more than \$50.00 per paycheck, except in the event of separation when the balance of the loan will be deducted from the final paycheck.
- E. The employee shall provide documentation, such as an invoice or receipt, prior to issuance of the loan, to serve as proof of purchase.
- F. Employee shall sign a payroll deduction authorization form for the amount calculated by the Finance Department.
- G. Employee shall receive approval prior to the purchase of any equipment for which this program is anticipated.
- H. Once all necessary documentation has been supplied and the employee signs all equipment loan documents, issuance of the loan will be processed within fourteen (14) days of final approval of all approved paperwork.

**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 13<sup>th</sup> day of July, 2015, by the following vote:

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

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**DAVE TURNER,**  
**Mayor**

**ATTEST:**

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**Brenda Jourdain,**  
**Administrative Assistant**

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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: 15-272

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**Agenda Date:** 7/13/2015

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 7J.

Adopt City Council Resolution Modifying the CalPERS Employer Paid Member Contributions for Exempt Mid-Management Classifications

On August 11, 2014, the City Council adopted Resolution No. 3735-2014 modifying the CalPERS Employer Paid Member Contributions for mid-management employees. That resolution must be modified to make it applicable to two new mid-management classifications authorized by the Council on July 13, 2015: the Acting City Clerk and Special Projects Manager positions. This is accomplished by referencing the City Council resolution that establishes the compensation plan for mid-management classifications, including the two new positions. The resolution has also been updated to remove reference to Employer Paid Member Contribution rates effective the first pay period in July 2014, as that term has expired.

**RESOLUTION NO. \_\_\_\_\_-2015**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL MODIFYING THE CALPERS EMPLOYER PAID MEMBER CONTRIBUTIONS FOR MID-MANAGEMENT EMPLOYEES**

**WHEREAS**, per Government Code Section 20691, the City of Fort Bragg has the authority to pay all or a portion of the normal member contributions required to be paid by an employee who is a member of the CalPERS retirement system and such payment is commonly referred to as Employer Paid Member Contribution (“EPMC”); and

**WHEREAS**, on March 13, 2006, the Fort Bragg City Council adopted Resolution No. 2948-2006 establishing a time-in-grade-exception whereby employees hired after March 13, 2006 are required to pay 100% of the normal member contributions for the first five years of their total service (either on a continuous or cumulative basis); and

**WHEREAS**, after five years of total service as a City employee (either on a continuous or a cumulative basis), a newly hired employee who is subject to the time-in-grade exception is entitled to payment of EPMC on the same terms that apply to all other employees in the group or class; and

**WHEREAS**, on July 13, 2015, the Fort Bragg City Council adopted Resolution No. \_\_\_\_-2015 establishing a compensation plan and terms and conditions of employment for exempt mid-management classifications.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby affirm Resolution No. 2948-2006 with respect to the time-in-grade-exception for mid-management employees with less than five years of total service; and establish new terms regarding payment of EPMC for employees who are not subject to the time-in-grade exception in accordance with Resolution No. \_\_\_\_-2015, as follows:

- a. Effective the first full pay period in July 2015, for employees covered by this Resolution who are not subject to the time-in-grade exception, the City agrees to pay the full cost of the employer contribution and 2% of eligible earnings as EPMC for Safety employees pursuant to Government Code Section 20691. Miscellaneous mid-management employees will pay 100% of the employee contribution of CalPERS premiums.
- b. Effective the first full pay period in July 2016, for employees covered by this Resolution who are not subject to the time-in-grade exception, the City agrees to pay the full cost of the employer contribution and 1% of eligible earnings as EPMC for Safety employees pursuant to Government Code Section 20691. Miscellaneous mid-management employees will pay 100% of the employee contribution of CalPERS premiums.

**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 13<sup>th</sup> day of July, 2015, by the following vote:**

**AYES:  
NOES:  
ABSENT:**

**ABSTAIN:**

---

**DAVE TURNER,**  
**Mayor**

**ATTEST:**

---

**Brenda Jourdain**  
**Administrative Assistant**

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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: 15-270

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**Agenda Date:** 7/13/2015

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Resolution

**Agenda Number:** 7K.

Adopt City Council Resolution Designating Councilmember Hammerstom as the City's Voting Delegate and Vice Mayor Peters as the Alternate Voting Delegate for the 2015 League of California Cities Annual Conference

The City of Fort Bragg is an active member of the Redwood Empire Division of the League of California Cities. The Division's by-laws state that representatives of each member city shall cast one vote by city. Sara Rounds, Associate Regional Public Affairs Manager for the Division, has requested that each city designate by resolution its representative to the Division Business meetings and the Division Legislative Committee meetings. When Council appointments were made in early January, 2015, following the Council's reorganization in December, 2015, Mayor Turner asked for volunteers to serve as the primary and alternate voting representatives at the League's Business and Legislative Committee meetings. The attached resolution reflects appointment of those volunteers as the City's Voting Delegate and Alternate for the League's Annual Conference with Councilmember Hammerstrom serving as the Voting Delegate and Councilmember Peters serving as the Alternate Voting Delegate.

**RESOLUTION NO. \_\_\_\_-2015**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPOINTING REPRESENTATIVES TO REPRESENT AND VOTE ON BEHALF OF THE CITY AT THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE**

**WHEREAS**, the City of Fort Bragg is a member of the League of California Cities, an association of California city officials who work together to enhance their knowledge and skills, exchange information, and combine resources so that they may influence policy decisions that affect cities; and

**WHEREAS**, mayors, councilmembers and other officials set League policies and priorities from member cities who serve on the League Board of Directors, League policy committees, regional division boards, departments, caucuses, and task forces where League policies and priorities are formulated and set; and

**WHEREAS**, the City of Fort Bragg is an active member of the Redwood Empire Division, League of California Cities; and

**WHEREAS**, the City Council must designate one elected official to attend and represent the City at the League of California Cities Annual Conference who can serve as the Voting Delegate and vote on behalf of the City; and

**WHEREAS**, the City Council must designate up to two elected officials to serve as an Alternate Voting Delegate to represent the City in the event the Voting Delegate is not available to attend.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg designates Councilmember Doug Hammerstrom to serve as the City's Voting Delegate and Vice Mayor Lindy Peters to serve as the City's Alternate Voting Delegate for the League of California Cities 2015 Annual Conference.

**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 13<sup>th</sup> day of July 2015, by the following vote:**

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

---

**DAVE TURNER,**  
**Mayor**

**ATTEST:**

---

**Brenda Jourdain**  
**Administrative Assistant**



1400 K Street, Suite 400 • Sacramento, California 95814  
 Phone: 916.658.8200 Fax: 916.658.8240  
[www.cacities.org](http://www.cacities.org)

**Council Action Advised by July 31, 2015**

May 29, 2015

**TO: Mayors, City Managers and City Clerks**

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES**  
**League of California Cities Annual Conference – September 30 – October 2, San Jose**

The League's 2015 Annual Conference is scheduled for September 30 – October 2 in San Jose. An important part of the Annual Conference is the Annual Business Meeting (*at the General Assembly*), scheduled for noon on Friday, October 2, at the San Jose Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

**Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 18, 2015. This will allow us time to establish voting delegate/alternate records prior to the conference.**

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: [www.cacities.org](http://www.cacities.org). In order to cast a vote, at least one voter must be present at the

## Annual Conference Voting Procedures 2015 Annual Conference

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.





**CITY:** \_\_\_\_\_

**2015 ANNUAL CONFERENCE  
VOTING DELEGATE/ALTERNATE FORM**

**Please complete this form and return it to the League office by Friday, September 18, 2015. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.**

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

**Please note:** Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

**1. VOTING DELEGATE**

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

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

**2. VOTING DELEGATE - ALTERNATE**

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

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

**3. VOTING DELEGATE - ALTERNATE**

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

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

**PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.**

**OR**

**ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).**

Name: \_\_\_\_\_ E-mail \_\_\_\_\_

Mayor or City Clerk \_\_\_\_\_ Phone: \_\_\_\_\_  
(circle one) (signature)

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

**Please complete and return by Friday, September 18, 2015**

League of California Cities  
ATTN: Kayla Gibson  
1400 K Street, 4<sup>th</sup> Floor  
Sacramento, CA 95814

**FAX: (916) 658-8240**  
E-mail: kgibson@cacities.org  
(916) 658-8247

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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: 15-267

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**Agenda Date:** 7/13/2015

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Council Letter

**Agenda Number:** 7L.

Approve Letter of Support for Mendocino Coast Recreation and Park District's Application to National Park Service River, Trails and Conservation Assistance Program

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## CITY OF FORT BRAGG

Incorporated August 5, 1889  
416 N. Franklin Street  
Fort Bragg, CA 95437  
Phone: (707) 961-2823  
Fax: (707) 961-2802

July 13, 2015

National Parks Service  
Rivers, Trails & Conservation Assistance Program

**RE: MCRPD Regional Park Request for RTCA Assistance**

To Whom It May Concern:

The Fort Bragg City Council would like to offer its support for the Mendocino Coast Recreation and Park District's (MCRPD) request for assistance from the National Park Service's River, Trails and Conservation Assistance Program. The MCRPD is requesting assistance for planning a 586 acre Multi-Use Regional Park located east of the City of Fort Bragg, California.

As you know, Mendocino County is home to some of the most stunning coastal vistas in the state and therefore is a popular tourist destination. However, it is also home for approximately 15,000 people who live in the coastal and near inland towns that are served by MCRPD. We have many gorgeous state parks but we lack areas where people can recreate in other ways. Our towns and communities do not have enough baseball, softball or soccer fields to meet the needs of our citizens.

The "regional park property" which is owned by MCRPD has rare pygmy forest stands, sphagnum bogs and comprises nearly the entire watershed of Newman Gulch, a main water source for the City of Fort Bragg. Development of these lands needs to be considerate of these delicate habitats and conservation considerations are a high priority.

With the help from the National Park Services Rivers, Trails and Conservation Assistance Program MCRPD can begin to develop a Regional Recreation Park that will benefit many local and out of area people, providing a park with something for everyone.

Sincerely,

Dave Turner  
Mayor

Lindy Peters  
Vice Mayor

Michael Cimolino  
Councilmember

Scott Deitz  
Councilmember

Doug Hammerstrom  
Councilmember

Cc: Mendocino Coast Recreation and Park District



# City of Fort Bragg

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

## Text File

File Number: 15-275

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**Agenda Date:** 7/13/2015

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Committee Minutes

**Agenda Number:** 7M.

Receive and File Minutes from March 11, 2015 Public Safety 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 Safety Committee

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Wednesday, March 11, 2015

3:00 PM

Police Department Conference Room  
250 Cypress Street

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### MEETING CALLED TO ORDER

Committee Member Peters called the meeting to order at 3:30 p.m.

### ROLL CALL

Mayor Turner sat in for Committee Member Deitz

**Present:** 5 - Lindy Peters, Dave Turner, Stephen Willis, Ginny Feth-Michel and Debbie Desmond

**Absent:** 3 - Scott Deitz, Steve Orsi and Linda Ruffing

### APPROVAL OF MINUTES

Public Safety Committee Minutes from February 11, 2015 Meeting

**A motion was made by Committee Member Turner, seconded by Committee Member Peters, that the Committee Minutes be approved. The motion carried by a unanimous vote.**

### PUBLIC COMMENTS ON NON-AGENDA ITEMS

- Rosalie Gjerde wanted to let the Committee know about a no cost training coming to our community on March 25th at 6:00 p.m. at the John Diederich Center Conference Room. As a prelude to Child Abuse Prevention Month which will be in April, Sheryn Hildebrand, the Executive Director of the Court Appointed Special Advocates (CASA) program in Mendocino and Lake Counties will be doing a presentation on how to recognize child abuse. She will also be discussing how the law both directs and protects mandated reporters. Rosalie felt a police and fire department presence at the training would be very valuable. Gjerde also asked about the Police Department policy if an adult reports child abuse that happened before they became an adult. Lt. Gilchrist explained that there is a standing operating procedure and it would be treated like any other case and forwarded for prosecution if warranted. Often times the statute of limitations starts at the time of notification, not at the time of the crime.
- Madeleine Melo mentioned that it was the fourth anniversary of the Otsuchi tsunami and thanked Committee Member Peters for wearing his Otsuchi t-shirt.

### CONDUCT OF BUSINESS

1. Receive Presentation from Safe Passage Executive Director Laura Welter Regarding Proposed Social Host Ordinance and Make Recommendation to City Council



Public comment of this item was received from: Amanda Durigan, Jean Cunnington, Malcolm Macdonald, Madeleine Melo & Rosalie Gjerde.

The following was noted during discussion of this item:

- Laura Welter discussed some of the reasons for presenting a proposed Social Host Ordinance for the City of Fort Bragg. The FY13-14 Healthy Kids Survey done in Fort Bragg concluded that 28% of high school juniors had participated in binge drinking (more than 5 drinks in an hour) in the last 30 days. It found that 20% of freshman had also participated. Binge drinking at large parties leads to many negative consequences that are listed in Welter's report. Social media has changed the nature of kids parties making them much larger and frequented by strangers and not necessarily all friends.
- A social host ordinance would cut down on the number of under-age drinking parties in our community and risk to our youth. Social Host Ordinances have been successfully adopted by many neighboring communities. The current Napa ordinance is being used as a template for the proposed Fort Bragg ordinance. City Clerk VanWormer is assisting with adapting the Napa ordinance to Fort Bragg.
- A social host ordinance will give the Fort Bragg Police Department another tool to use when they are called to a party where under-age drinking is occurring. It would give the Police digression in how they would enforce the ordinance because every situation is different. This ordinance holds people responsible for providing a location for a party where under-aged drinking takes place and focuses on where the drinking takes place, not on who is providing the alcohol.
- The ordinance would allow a Police Officer to issue a citation that will result in a fine to the host of the party, whether that person is an adult or a minor. The offense would be considered civil, not criminal.
- The fine for the first offense would be \$300, the second offense within a year would be \$500 and the third offense within a year would be \$750. In addition, if the party does not end after the first visit by the Police and they have to return to the location a second time in the same evening, then the host is also responsible for paying Police service costs.
- Welter and Durigan spoke to the Fort Bragg Police Association about the proposed ordinance and they felt it could be useful to the Officers. They have also spoken to the Fort Bragg Rotary, the Soroptimists, two Latino parent groups, the City Manager, several City Councilmembers, and the Coalition for Gang Awareness and Prevention, who has endorsed this ordinance.
- Parents who host parties at their house are making the decision that under-age drinking is acceptable; therefore they are making that decision for all the parents of children who are attending the party. Most responsible parents don't want some other parent making that decision about their child for them.
- Cunnington, who works for Prevention and Planning in the Public Health Department and also lives in Fort Bragg, strongly endorses a Social Host Ordinance. The consultant they have been working with has worked on many social host ordinances and has data that these ordinances do work in decreasing the number of parties where there is under-age drinking. Especially when the ordinance is civil legislation, communities are seeing that the ordinance is a very effective tool that is easy for the Police to administer.
- Durigan, the facilitator for the Coalition for Gang Awareness and Prevention, stated that the ordinance was presented to that group who eagerly adopted it and supports it. She talks a great deal with the youth of our community at the Teen Lounge. One comment that stuck with her was that the boys go to these parties and stay sober as they wait for the girls to get drunk, making it very easy to take advantage of them. They don't feel it is wrong because the girls aren't necessarily telling them no. This ordinance will give the Police the permission they need to stop these kinds of potentially dangerous situations.

- Even though there is not currently a large problem with under-age drinking parties within the City limits, Welter feels this ordinance would set the tone and be a proactive approach to get a handle on this problem before it effects our youth in larger numbers.
- Turner asked about parents being held responsible for a party their child organized but was not held at their home. A juvenile can be cited for this, not just adults. The parents would not be held accountable if they were not aware of it.
- Peters mentioned that many cities have done this and we are not breaking new ground with this type of ordinance. He asked Chief Willis what his experience has been with Social Host Ordinances.
- Chief Willis stated that he has worked with Social Host ordinances in the many cities he has been involved with. He felt they have worked very well, giving the Police another tool that is very useful. It helps parents feel better about what their children may be doing when they are at someone else's home. The ordinance was very effective in Sausalito.
- Gilchrist stated the ordinance will definitely help law enforcement. The officers cannot enforce a misdemeanor not committed in their presence so the fact that these violations will be civil municipal code violations will make them much more enforceable. The Police Department has discretion and decides who will be held responsible, which they are currently doing in many other situations.
- There is an appeal process built into the ordinance. The City Manager or her designee would conduct the administrative review.
- The County currently has a very old and weak ordinance requiring that there be five people present to qualify as a "party" and it is a criminal offense as opposed to civil.
- It was asked if the City adopts the new Social Host Ordinance, how much leverage they will have to be able to encourage the County to update their similar ordinance. Durigan has spoken to Sheriff Allman about the new ordinance and he is willing to move forward and revamp the County ordinance. Welter and Durigan will present the new Social Host ordinance to the County supervisors once it is in place.
- Cunnington is hoping the Cities of Ukiah and Willits will update their ordinances to adopt something more like the Fort Bragg ordinance that has more rigorous fines and the violations are civil rather than criminal.
- It was confirmed that this ordinance is only concerning alcohol and not drugs. It was agreed that for our community it would be best and more effective to leave the ordinance as dealing with alcohol only.
- It was asked if selling drugs to kids rises to a felony. Gilchrist confirmed that the sale of drugs is still a felony, but giving drugs to kids, as in a host situation, is only a misdemeanor.
- The officers will not need special training to enforce the new ordinance. The department will simply do a training bulletin so that officers can become familiar with the ordinance.

**Committee members Peters and Turner agreed to move the ordinance forward and after the City Clerk and City Attorney have reviewed it, recommend it to Council. Peters asked Lt. Gilchrist to attend that City Council meeting.**

## 2. Discuss Improving Pedestrian Safety at the Intersection of Redwood and Main Streets

Public comment of this item was received from: Rosalie Gjerde and a community member named Vicky.

The following was noted during discussion of this item:

- Committee Member Peters brought this item to the Committee because Joe Seda, who works at Living Light, approached him with his concern for the safety at the intersection of Main and Redwood. He had been present when a hit and run between a vehicle and

pedestrian occurred recently at that intersection. The Police were able to apprehend the suspect.

- Since 2005 there have been only three vehicle vs pedestrian accidents at the intersection of Redwood and Main Street, although two of the three occurred in January and February of this year. Both accidents occurred as the vehicle was traveling west on Redwood, making a left turn onto Main Street from Redwood and a pedestrian was crossing on the south side of the intersection in the crosswalk.
- According to Lieutenant Gilchrist, the intersection appears to be properly signed and based on the way the recent accidents occurred, the fault seems to be with the driver of the vehicle.
- It is a large intersection, taking a good amount of time to walk all the way across Main Street. Many cars simply don't see the pedestrians, especially if they are walking from east to west across Main Street.
- Someone has put up a temporary sign on either side of the crosswalk on the south side of the intersection, asking people to be careful crossing the street because pedestrians have been hit there recently.
- One solution mentioned by Turner might be to have an "all walk" time for the intersection where no cars from any direction are going through as pedestrians walk across.
- Public Works Director Varga has been looking at the intersection in question in the last few weeks since this issue came up. He doesn't see anything in the accident report to show a correctable situation. Everything was normal as far as the weather, traffic signal performance, time of day (no sun in the eyes), and no impairment on the part of the pedestrians or drivers and no distractions. Varga's conclusion is that since there have only been three pedestrian accidents at this intersection in ten years, with two of them occurring in a matter of two months, that statistically speaking this is probably a very tragic coincidence of bad luck occurring in a relatively short period of time.
- It is likely that CalTrans would not be open to an All Walk pedestrian crossing due to the congestion it could cause on Highway One due to the delay in traffic moving freely.
- Signal timing could be adjusted slightly and that might make a difference for pedestrians.
- Some of the ideas that were proposed as part of the main street project could help improve safety, such as a median which could act as a "pedestrian refuge" or place for the pedestrian to get up on and out of traffic. The other thing that may help would be the bulb out, which shortens the crossing time for pedestrians and makes them easier to see as they wait to cross the street.
- These are all ways to trim the risk at the intersection. Varga recommends we keep an eye on this intersection. He can speak to CalTrans and encourage them to give this some thought and see if their experts have any ideas for improving safety at this intersection.
- Turner mentioned that perhaps only allowing crossing on the northern part of the intersection would be an inexpensive way to reduce the likelihood of accidents as pedestrians are much more visible in that crosswalk. The business owners near the southern corners of the intersection may not like that idea.
- Peters suggested that as people are sitting at the stop light waiting to turn left from Redwood onto Main Street, they are looking at the light, so perhaps there could be some sort of sign on the light that said something like, "Please be aware of pedestrians as you turn" or a simple picture of a car hitting a pedestrian with a line through it to remind drivers that there may be pedestrians crossing at that intersection.
- Peters also suggested perhaps placing a small sign on the crossing button for the pedestrians to warn them to be very careful when crossing at this intersection. It would be similar to the temporary sign that a citizen has placed there now.
- It was suggested that even a few seconds more allowed to cross the intersection as a

pedestrian would make a big difference for those that are slower than others. The countdown crossing lights are very helpful as well. Varga will remind CalTrans that the current assumed pedestrian speed is four feet per second, but now that the average age of citizens is older, it has been suggested that this be changed to three feet per second as far as crossing time allowed.

- At an intersection that is set up for through traffic, the majority of drivers heading west on Redwood are actually turning left or right. It is not an “easy” or intuitive intersection.
- As a reminder, the pedestrian always has the right of way.

**Public Works Director Varga will contact CalTrans about possible solutions for improving safety at this intersection that have been discussed and report back to the Committee.**

**MATTERS FROM COMMITTEE / STAFF**

None Received

**ADJOURNMENT**

**The meeting was adjourned at 4:43 p.m. by Committee Member Peters.**

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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: 15-259

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**Agenda Date:** 7/13/2015

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Committee Minutes

**Agenda Number:** 7N.

Receive and File Minutes from April 28, 2015 Community Development Committee Meeting



# City of Fort Bragg

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

## Meeting Minutes Community Development Committee

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Tuesday, April 28, 2015

3:00 PM

City Hall Conference Room  
416 N. Franklin Street

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### MEETING CALLED TO ORDER

Committee Member Deitz called the meeting to order at 3:00 PM.

### ROLL CALL

Present: 2 - Scott Deitz and Michael Cimolino

### 1. APPROVAL OF MINUTES

[15-059](#)

Approval of Minutes of January 27, 2015

A motion was made by Councilmember Deitz, seconded by Councilmember Cimolino, that the Committee Minutes be approved for council review. The motion carried by a unanimous vote.

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

2A. [15-142](#)

Presentation to the Community Development Committee by Lori-Rachel Stone

Lori-Rachel Stone made a presentation to the Committee requesting that the City Council promote more art and dance programs in Fort Bragg. Her suggestions for increasing the arts in Fort Bragg included community based art programs, grant funding opportunities for the arts, public arts in the schools, a fine art museum, dance festivals, outdoor theater and live/work opportunities in the Central Business District to entice artists to live here.

### 3. CONDUCT OF BUSINESS

3A. [15-129](#)

Receive Report and Provide a Recommendation to City Council Regarding Proposed Changes to the Municipal Code to Address Operational Issues at the Fort Bragg Coastal Trail

Community Development Director Jones recapped her staff report and asked the Committee Members to provide a recommendation to City Council regarding changes to the Municipal Code that would address several operational issues with regard to the Fort Bragg Coastal Trail. The issues include trespassing onto the replanted areas, rappelling over cliffs, removal of glass from Glass Beach, digging on the site and use of fireworks in the park. Jones said that all the glass on Glass Beach is over 50 years old and therefore considered a cultural and historical resource. Both Committee Members were in favor of amending subparagraph O to completely prohibit removal of glass from Glass Beach instead of limiting the removal to one small bagful. Committee Member Cimolino suggested changing subparagraph Q to add no scavenging.

Staff was directed to make changes to subparagraph O to prohibit removal of

**beach glass and subparagraph Q to include no scavenging, and to bring the proposed changes forward to City Council with a recommendation for adoption.**

**3B. [15-135](#) Fencing on Georgia-Pacific Mill Site**

Lori-Rachel Stone stated that the fences on Georgia-Pacific property are an eyesore, occlude ocean views, and negatively impact tourism. She thinks the City should ask G-P to remove the fences. Committee Member Cimolino said the fences have been there for over 75 years, protecting wildlife from vehicular traffic. Jones stated that the fences are considered legal, nonconforming, pre-existing fences, and with remediation of site contamination occurring, the Department of Toxic Substances Control would not allow the fences to be removed. Committee Member Deitz noted that it makes sense to leave the fences there now to keep people out and wildlife in.

**3C. [15-133](#) Coastal Trail Update**

**Due to lack of time, this matter was continued to a future Community Development Committee meeting.**

**3D. [15-136](#) Receive Report and Provide Direction to Staff Regarding Mobile Vending**

Associate Planner O'Rourke summarized his staff report and requested direction from Committee Members regarding recommendations for modification of a City Ordinance governing mobile vending permits. Community Development Director Jones suggested inviting local business owners to a meeting to receive their input before taking the matter to City Council for discussion.

Discussion: The following was noted during discussion of this item:

- Staff expressed concern about the potential for trash littering the Coastal Trail and recommended a designated seating area with a requirement that people eat there and not take trash out on the trail.
- Committee Member Deitz suggested designated areas for mobile vending to provide more control of garbage and recycling.
- Associate Planner O'Rourke recommended having vendors bring their own recycle and garbage cans.
- Community Development Director Jones said the south end of the runway on the southern portion of the Coastal Trail could accommodate picnic tables, has a much bigger parking area, and trucks could park on the runway itself.
- Committee Member Deitz said mobile vending is a good idea for school and special events.
- The Committee discussed limiting vending to food and flowers only.
- There was a concern that mobile vending trucks could cause competition for local restaurants, and discussion was held about obtaining permission from restaurants within 200 feet of mobile vending locations.

Public comment on this agenda item was received from: Mary Flores, Susan Winding, Scott Menzies, Larry Knowles, and Derek Hoyle. Items noted by members of the public included:

- The operating hours of the vendors might not conflict with restaurants, as many of them open after restaurants have closed.
- Concern about the potential effects of new regulations on the ability to refill empty store fronts.
- Revising regulations to lower barriers to diversifying markets that reflect local flavor would be good for business.
- Current mobile vending restrictions do not allow people to diversify and specialize.



- The new ordinance should take advantage of the "clustering" effect of vendors to draw in more people.
- More consideration should be given to defining the designated parking areas of vending vehicles.
- The ordinance should allow vendors to operate for ten hours at a time to cover two mealtimes (lunch/dinner).
- The ordinance should allow food carts as well as food trucks to operate from 10am to 10pm (or later).
- Consider vending on private property vs. public property.

**Committee consensus was to reissue the staff report based on input from this meeting and the January 27, 2015 meeting and invite local business owners, restaurants and interested parties to a Community Development Committee meeting at Town Hall. Based on that input, the Community Development Committee may suggest bringing the matter forward to City Council for consideration.**

**3E. [15-138](#)**

Receive Report and Provide Feedback to Staff Regarding City Surrounded by a Park Planning Project

**Due to lack of time, this matter was continued to a future Community Development Committee meeting.**

**4. MATTERS FROM COMMITTEE / STAFF**

**ADJOURNMENT**

**Committee Member Deitz adjourned the meeting at 4:32 PM.**



# City of Fort Bragg

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

## Text File

**File Number: 15-261**

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**Agenda Date:** 7/13/2015

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Committee Minutes

**Agenda Number:** 70.

Receive and File Minutes from May 26, 2015 Community Development Committee Meeting



# City of Fort Bragg

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

## Meeting Minutes Community Development Committee

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Tuesday, May 26, 2015

3:00 PM

City Hall Conference Room, 416 N. Franklin Street

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### MEETING CALLED TO ORDER

Committee Member Cimolino called the meeting to order at 3:00 PM.

### ROLL CALL

**Present:** 1 - Michael Cimolino

**Absent:** 1 - Scott Deitz

### 1. APPROVAL OF MINUTES

[15-173](#) Approval of Minutes of April 28, 2015

The approval of these minutes was deferred to the next meeting of the Community Development Committee due to the absence of Committee Member Deitz.

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

None.

### 3. CONDUCT OF BUSINESS

#### 3A. [15-175](#) Receive Report and Provide Direction to Staff Regarding Mobile Vending

Community Development Director Jones provided background on the mobile vending issue, adding that this is the third meeting of the Community Development Committee (CDC) regarding this subject.

Associate Planner O'Rourke presented a staff report, indicating that the current ordinance regarding mobile vending is somewhat restrictive so only a few people have applied for peddler's permits. He summarized the issues regarding time constraints, distance requirements from restaurants, designated vending zones, vending near schools or private property, public health and safety regulations and the clustering of vendors in one location.

Public Comment on this agenda item was received from: B.B. Grace, Tina Rose, Joseph Shaw, Pilar Grey, Jim Britt, Mary Flores, Paul Boddy, Petra Schulte, Pamela Anderson, Jerry Denevi, Larry Knowles, Johnny Adams, and Ronald Britt. Items of note included:

- Vendors might compete with various Fort Bragg booster clubs for concession income at school sporting events. Suggestions for restrictions on proximity to schools were discussed, ranging from 500 to 1500 feet.
- Trash from food wrappers and containers could be problematic, especially on or near the Coastal

Trail.

- Mobile vending could provide a place for people to eat after restaurants close but while the bars are still open.
- Suggestion was made to offer a reduced permit fee as an incentive to vendors who offer healthy food options.
- Food items should have at least a 60% compliance with USDA dietary guidelines.
- "Clustering" or locating all mobile vendors in one location.
- Restricting vendors from operating near restaurants.
- Limiting permits to six for the first year.
- Including time restrictions on permits, requiring the business to be up and running in six months or the permit is lost. This limitation would be to prevent one person from buying up all the permits but not using them.
- Year-round permits are preferred over seasonal permits.

**This matter will be brought forward to the City Council without recommendation from the Community Development Committee.**

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

None.

#### **ADJOURNMENT**

**Committee Member Cimolino adjourned the meeting at 4:42 PM.**

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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: 15-254

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**Agenda Date:** 7/13/2015

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Minutes

**Agenda Number:** 7P.

Approve Minutes of June 22, 2015



# City of Fort Bragg

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

## Meeting Minutes City Council

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

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Monday, June 22, 2015

6:00 PM

Town Hall, 363 N. Main Street

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### MEETING CALLED TO ORDER

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

### PLEDGE OF ALLEGIANCE

### ROLL CALL

**Present:** 5 - Vice Mayor Lindy Peters, Councilmember Michael Cimolino, Councilmember Scott Deitz, Councilmember Doug Hammerstrom and Mayor Dave Turner

### AGENDA REVIEW

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

- B.** [15-221](#) Recognition of Sage Statham for his Service on the Fort Bragg Planning Commission, May 29, 2012 - May 31, 2015

The City Council recognized Sage Statham for his service on the Planning Commission during the last three years. Councilmember Deitz presented Statham with a plaque and thanked him for doing a stellar job on the Commission, noting that he will continue to be on the City's Technology Committee. Statham expressed his thanks for the opportunity to serve on the Planning Commission and said he now has a full appreciation for the work of a volunteer board.

- A.** [15-210](#) Recognition of Assistant City Manager Ginny Feth-Michel upon her Retirement for her Service to the City of Fort Bragg; January 5, 2010 - June 30, 2015

Mayor Turner and City Manager Ruffing announced the retirement of Assistant City Manager Feth-Michel and presented her with a plaque commemorating her five years at the City of Fort Bragg. Feth-Michel's auditing skills were noted, along with her invaluable help when the City acquired the C.V. Starr Community Center. City Manager Ruffing stated that Feth-Michel oversaw many projects for the City, including the Town Hall remodel project and compliance with the Affordable Care Act and Pension Reform Act, noting that her creative problem solving has saved the City thousands of dollars. Feth-Michel said she was grateful to work with everyone at the City and was impressed that the City Councilmembers come to every meeting fully prepared.

#### 2. STAFF COMMENTS

City Manager Ruffing announced that Mendocino Superior Court Judge Richard Henderson issued an order denying the Petitioner's request for a preliminary injunction in the case of Concerned Citizens of Fort Bragg v. City of Fort Bragg, et al. The denial was based on a two-pronged

evaluation: (1) Likelihood of Petitioner prevailing on the merits; and (2) Balancing of interim harm sustained by Respondents/Real Party in Interest if the injunction were granted with harm sustained by Petitioner if the injunction were denied. A Case Management Conference is set for June 26 at 11:00 AM; court trial is scheduled for October 5, 2015. Ruffing will distribute the judge's order to each Councilmember and offered to arrange a closed session to discuss the next steps in the lawsuit.

Ruffing reported that the Concerned Citizens of Fort Bragg (CCFB) are pursuing a ballot initiative to change the zoning code to prevent social services from being established in the Central Business District. The petition seeks to retroactively apply this zoning restriction to any organizations that were not in existence as of January 1, 2015. Ruffing explained that the proponents submit a proposed ordinance, the City attorney prepares a title and summary of the ordinance, the proponents assemble a petition and then collect signatures. If they are successful in gathering the number of signatures required in the prescribed time frame, the ordinance will be brought before the City Council who can adopt the ordinance or schedule a special election for a vote of the citizens. A report seeking direction will be brought to the next City Council meeting in July.

Ruffing mentioned the following upcoming meetings: (1) Special Finance & Administration Committee meeting to review changes to City's purchasing ordinance, July 23, 1:30 PM, City Hall conference room; (2) Personnel Committee meeting, immediately following the Finance & Administration Committee meeting, City Hall conference room; (3) Community Development Committee meeting to discuss vacation rentals, July 23, 3:00 PM, City Hall conference room; (4) Public Education and Government (PEG) Volunteer Program Committee meeting regarding public access television, July 23, 6:00 PM, Mendocino TV studios, 303 N. Main St.; (5) Department of Toxic Substances Control meeting regarding Mill Site remedial action cleanup plan, July 9, Town Hall; (6) Mendocino County Board of Supervisors regular meeting, July 21, 9:00 AM, followed by a joint special meeting at 1:30 PM with City Council to consider the final Environmental Impact Report for the Central Coast Transfer Station.

### **3. MATTERS FROM COUNCILMEMBERS**

Mayor Turner announced that the Fire Board purchased a new water tender to replace the old one that was leaking. He said Fire Chief Orsi reported that Parlin Forks crews are gathering firewood on Noyo Beach for the Fire Department to do some training exercises. This will remove a lot of the wood prior to the Fourth of July events. Mayor Turner met with the founder of the Tinkering School regarding offering classes through the Industrial Arts Center. He also reported that Paul Clark has stepped down from the Airport Land Use Commission and Leonard Swithenbank has been nominated to take his place. Holly Madrigal was nominated to the Railway Authority. The mayor reported that Mike Sweeney advised him that garbage collection rates will go down, offset by lower fuel costs.

Vice Mayor Peters commented on an email he received regarding editorial commentary during Mendocino TV's broadcast of public meetings. He requested a closed session to discuss the next steps in the CCFB lawsuit. Peters also asked for an update on the Hare Creek Center project. He reported that Mendocino Transit Authority has a meeting this week regarding the budget and that the Bicycle Master Plan will be discussed at the July 16 meeting of the Public Works Committee.

Councilmember Cimolino attended the June 11 Economic Development & Finance Corporation (EDFC) board meeting. Funding is available for businesses that install electric vehicle charging stations. Cimolino stated he is seeking a position on a committee that is currently discussing a proposed biomass power generation plant for the Covelo valley. Other plant locations are being



discussed as well, and he feels a station on the coast would create jobs for locals. He also reported that the EDFC is opening an entrepreneur hub in Ukiah at the Methodist Church to facilitate new business and ideas to create jobs. He reported that the Skunk Train may be moving their depot to an abandoned factory by the railroad tracks on Main Street in Willits, which might bring more visitors to Fort Bragg. Cimolino was asked by the EDFC manager if the City Council would be interested in seeing a presentation from that organization regarding loans to small businesses in the county.

Councilmember Deitz attended a swearing-in celebration for new Fort Bragg Police Officer Brandon McGregor. Officer McGregor is from Fort Bragg and four generations of his family were at the ceremony. Disaster preparedness will be reviewed at the next Safety Committee meeting. He reported that he had a good time at the car show last weekend.

Councilmember Hammerstrom commented on an article in last week's paper regarding the fire sprinkler ordinance and the need to protect the downtown core from fire disaster.

## **6A. PUBLIC COMMENTS ON NON-AGENDA, CONSENT CALENDAR & CLOSED SESSION ITEMS**

1. Ross Koski said that checking backpacks, ice chests and bags at Fourth of July checkpoints at Noyo Beach is a violation of Fourth Amendment rights and is an illegal and unconstitutional act. He warned the City Council and the Police Department that performing such searches could bring legal recourse.
2. Keith Rutledge thanked the City for its efforts in approving the HELP H2O water program, saying that the timing is perfect. He reported that the program office is set up on East Redwood Avenue in the current MPIC offices.
3. Mark Johnson said that the compensation schedule for City Manager is not included in Agenda Items 7D & 7E. Regarding the Closed Session agenda item, he said he thinks it would be better if the entire City Council participated in negotiations rather than just one individual and asked for full disclosure on what the compensation will be.
4. Evan Dick said the Old Coast Hotel project was unethical and the entire social service industry is not healthy. He recommended attracting businesses that give jobs to the community.
5. Richard Mack spoke about the challenges he has faced due to injuries and stated that the privatization of the mental health industry has made it a for-profit industry. He feels locked out of services because of his cannabis use.

## **4. PUBLIC HEARING**

## **5. CONDUCT OF BUSINESS**

### **5A. [15-215](#) Receive Report and Consider Approval of Fort Bragg Promotion Committee Annual Report and Fiscal Year 2015/16 Marketing Plan**

Housing and Economic Development Coordinator Owen reported that the Chamber of Commerce has overseen administration of the Promotion Committee since 2010. Prior to that, City staff administered this committee, however it required a lot of staff time. Owen reported that the Finance and Administration Committee recommends continuation of administration by the Chamber. The updated scope of work includes suggestions from the community, staff and Promotion Committee, addressing structure, transparency, and accountability measures. Answering questions regarding tasks from the Council, Owen noted that the committee's mantra has been "promote activities, don't develop and implement the activities." Activity implementation not only requires more funding, but it also takes away from the promotion of activities. Owen introduced Tom Yates as a

representative of the Chamber of Commerce board of directors, who stated that the contract with the Promotion Committee has the full support of the Chamber board. David Foucheaux, chairman of the Fort Bragg Promotion Committee, introduced the other committee members and gave the Council a short slide show presentation. Julia Conway reported on the Promotion Committee's Facebook presence which has been tied in with the City's promotional website, FortBragg.com.

Discussion: All Councilmembers expressed support for the program and approval of the contract. It was noted that the emphasis on social media and technology is a great help in promoting the City of Fort Bragg as a vacation destination. Vice Mayor Peters asked if the contract includes language that the services and activities performed by the Promotion Committee will benefit all Fort Bragg businesses, regardless of whether or not they are members of the Chamber of Commerce. Both City Manager Ruffing and Housing and Economic Development Coordinator Owen confirmed that the Resolution and the Professional Services Agreement state that these services are provided to all businesses in Fort Bragg.

**A motion was made by Councilmember Hammerstrom, seconded by Vice Mayor Peters, that the Fort Bragg Promotion Committee FY 2015/16 Marketing Plan and Budget be approved. The motion carried by the following vote:**

**Aye:** 5 - Vice Mayor Peters, Councilmember Cimolino, Councilmember Deitz, Councilmember Hammerstrom and Mayor Turner

**5B. [15-211](#)** Receive Report and Consider Adoption of Resolutions Approving FY 2015/16 City of Fort Bragg and Fort Bragg Municipal Improvement District No. 1 Budgets, Establishing FY 2015/16 Appropriations Limit, and Approving FY 2015/16 Capital Projects Budget

City Manager Ruffing gave a broad overview of the FY 2015/16 budget, mentioning projects such as the Coastal Trail and the Summers Lane Reservoir, the overhaul of the City's governmental website, the resolved litigation involving Georgia-Pacific and Office Max, and the Noyo Center for Marine Science, among other budget items. She stated that for the first time in many years, the Fort Bragg Police Department is fully staffed. There is \$3 million in reserves, which is a solid and reasonable reserve for a city the size of Fort Bragg. Ruffing encouraged people to read the summary budget table which is a good overall view of the City's budget. She noted that while transient occupancy tax is slightly up, sales tax is staying about the same, mostly due to Internet sales. The City Manager thanked the management team for working so hard to put the balanced budget together, with special thanks to Finance Director Rosana Cimolino, Senior Government Accountant Victor Damiani, and Assistant City Manager Ginny Feth-Michel.

All Councilmembers thanked staff for their hard work on the budget.

No public comments were received on this agenda item.

**A motion was made by Vice Mayor Peters, seconded by Councilmember Deitz, that the City Council Resolution approving the FY 2015/16 City of Fort Bragg Budget be adopted. The motion carried by the following vote:**

**Aye:** 5 - Vice Mayor Peters, Councilmember Cimolino, Councilmember Deitz, Councilmember Hammerstrom and Mayor Turner

Enactment No: RES 3813-2015

**A motion was made by Councilmember Hammerstrom, seconded by**

**Councilmember Cimolino, that the City Council Resolution (RES 3814-2015) approving and adopting the Annual Appropriation Limit for FY 2015/16 be adopted. The motion carried by the following vote:**

**Aye:** 5 - Vice Mayor Peters, Councilmember Cimolino, Councilmember Deitz, Councilmember Hammerstrom and Mayor Turner

**A motion was made by Councilmember Cimolino, seconded by Councilmember Hammerstrom, that the Improvement District Resolution (RES ID 374-2015) approving the FY 2015/16 Municipal Improvement District No. 1 Budget be adopted. The motion carried by the following vote:**

**Aye:** 5 - Vice Mayor Peters, Councilmember Cimolino, Councilmember Deitz, Councilmember Hammerstrom and Mayor Turner

**A motion was made by Councilmember Deitz, seconded by Vice Mayor Peters, that the City Council Resolution (RES 3815-2015) approving the FY 2015/16 Capital Projects Budget be adopted. The motion carried by the following vote:**

**Aye:** 5 - Vice Mayor Peters, Councilmember Cimolino, Councilmember Deitz, Councilmember Hammerstrom and Mayor Turner

**5C. [15-183](#) Receive Report and Provide Direction to Staff Regarding Coastal Trail Murals**

Community Development Director Jones recapped her staff report regarding murals on the Coastal Trail restrooms, saying she had met with local muralists Jonathan Palmer and Benny Bones to get designs and cost estimates for wrap-around style murals for the restrooms. She suggested starting with just one restroom at the Elm Street location and recommended hiring Mr. Palmer, who uses a marine based paint and not spray-paint as used by Mr. Bones. Jones mentioned that there was some money remaining in this year's Community Development departmental budget for professional services that could be used for one restroom mural.

Discussion: Councilmembers discussed both artists, the importance of using materials that will not lose their vibrancy and color, and the cost of painting the murals.

Public comment on this agenda item:

- Hilary White is familiar with Jonathan Palmer's work. She thinks it is high quality and the City will not be disappointed with it.
- Eric Dwyer supports one mural, but perhaps not three. He said the City should make sure that the marine paint is not lead based paint.
- Katie Turner, herself an artist, said she would be very happy to see more murals in Fort Bragg and supports doing at least one on the Coastal Trail restrooms.

Further Discussion:

Turner concurred with Jones and members of the public that Palmer's art should be used, and only one restroom should have a mural at this time, with a second or third mural to be discussed at a future date. Vice Mayor Peters stated that he had received negative comments in regard to the cost of the artwork and recommended contracting with Bones whose price for one mural works out to about \$1,000. Councilmember Cimolino preferred the Palmer designs and the use of a

paintbrush rather than spray paint for the mural. Councilmember Deitz said he hopes there are more projects in the City that will support Bones, but he recommended using Palmer's art. Councilmember Hammerstrom also supported the selection of Palmer as mural artist. The subject matter of the mural was also discussed.

**Staff was directed to hire Jonathan Palmer to paint one mural on the Elm Street restroom on the Coastal Trail. The mural will depict local wildlife and images of the lumber mill and logging industry.**

- 5D. [15-202](#)** Receive Report and Provide Direction to Staff Regarding Cypress Street Access to Noyo Headlands Park and Consider Adoption of City Council Resolution Amending the FY 2014/15 Budget to Appropriate \$134,300 From Fund 250 (Special Sales Tax for Street Repairs) for Construction of Cypress Street Extension (Budget Amendment #2015-29; Amount Not to Exceed \$134,300; Transfer from Fund 250 to Fund 407-Coastal Trail Capital Project)

Community Development Director Jones explained the accounting complications that occurred with the Coastal Trail project, saying that approximately \$300,000 in construction costs were charged to closed accounts. That discrepancy has now been corrected, and there are enough funds available to complete the project, but without any extra left over. Georgia-Pacific has dedicated property to the City to extend Cypress Street all the way to the runway. This will be an important access, and the resolution proposes to use street sales tax to pave the road from Cypress Street's Highway 1 intersection to the runway.

Discussion: There was general agreement of the Councilmembers that the funds should be taken from the MCOG D-1 fund instead of the street sales tax fund to pave Cypress Street from Highway 1 to the runway. The consensus was that the street tax should be used to repair the town's streets instead of using it for the trail project.

No public comments were received on this agenda item.

Further discussion: Vice Mayor Peters recommended amending the resolution as follows: (1) Change "Fund 250" to "Fund 223" wherever it appears in the resolution; and (2) Change "Special Sales Tax for Street Repairs" to "D-1 Fund" wherever it appears in the resolution.

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

**Aye:** 5 - Vice Mayor Peters, Councilmember Cimolino, Councilmember Deitz, Councilmember Hammerstrom and Mayor Turner

Enactment No: RES 3816-2015

- 5E. [15-203](#)** Receive Report and Consider Introducing, by Title Only, and Waive Further Reading of Ordinance 915-2015 Repealing and Replacing Chapter 9.68 of Title 9 (Public Peace, Safety and Morals) of the Fort Bragg Municipal Code

Community Development Director Jones said the proposed ordinance includes all the changes discussed at the last meeting regarding the prohibitions against trespass into rare plant areas, removal of beach glass, fireworks, and digging within City parks.

Discussion: The Council generally discussed the ban on digging, fireworks and removal of beach glass. Councilmembers asked if metal detectors were also prohibited. Director Jones said the intent of the ordinance is to make scavenging by digging or use of metal detectors illegal, as there are a number of historic sites that need to be protected. The subject of appropriate signage for the Coastal Trail regarding these prohibitions was discussed.

Public comment on this agenda item was received from: Eric Dwyer and Terry Vaughn.

**A motion was made by Vice Mayor Peters, seconded by Councilmember Cimolino, that Ordinance 915-2015 be introduced, waiving further reading. The motion carried by the following vote:**

**Aye:** 5 - Vice Mayor Peters, Councilmember Cimolino, Councilmember Deitz, Councilmember Hammerstrom and Mayor Turner

## **6B. PUBLIC COMMENTS ON NON-AGENDA, CONSENT CALENDAR & CLOSED SESSION ITEMS (Continued, If Needed)**

### **7. CONSENT CALENDAR**

#### **Approval of the Consent Calendar**

**A motion was made by Councilmember Hammerstrom, seconded by Councilmember Deitz, to approve the Consent Calendar. The motion carried by the following vote:**

**Aye:** 5 - Vice Mayor Peters, Councilmember Cimolino, Councilmember Deitz, Councilmember Hammerstrom and Mayor Turner

- 7A. [15-178](#)** Adopt City Council Resolution Consenting to Inclusion of Properties within the City's Jurisdiction in the Ygrene Statewide SB 555 California Home Finance Authority (CHF) Community Facilities District No. 2014-1 (Clean Energy) to Finance a Property Assessed Clean Energy (PACE) Program and Approving Associate Membership in the Joint Exercise of Powers Authority Related Thereto

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

Enactment No: RES 3817-2015

- 7B. [15-212](#)** Adopt City Council Resolution Consenting to Inclusion of Properties within the City's Jurisdiction in the Ygrene Statewide AB 811 California Home Finance Authority (CHF) Property Assessed Clean Energy (PACE) Program and Approving Associate Membership in the Joint Exercise of Powers Authority Related Thereto

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

Enactment No: RES 3818-2015

- 7C. [15-214](#)** Adopt City Council Resolution Approving Professional Services Agreement with the Mendocino Coast Chamber of Commerce (Chamber) to Carry Out Fort Bragg Promotional Activities and

Authorizing City Manager to Execute Same Upon Execution by Chamber (Amount Not to Exceed \$72,570; Account 110-4391-0319)

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

Enactment No: RES 3819-2015

- 7D. [15-219](#)** Adopt City Council Resolution Establishing a Compensation Plan and Terms and Conditions of Employment for Exempt At-Will Executive Classifications and Amending FY 2015/16 Budget to Appropriate \$5,000 of Additional Costs

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

Enactment No: RES 3820-2015

- 7E. [15-220](#)** Adopt City Council Resolution Modifying the CALPERS Employer Paid Member Contributions for Exempt At-Will Executive Classifications

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

Enactment No: RES 3821-2015

- 7F. [15-213](#)** Approve Parcel Map for Minor Division #1-10; Thomas D. Pryor & Patricia Pryor (Owner/Applicants); Amy Wynn (Agent); 1411 E. Oak Street; APN 020-490 & 39; Minor Subdivision of 80,227 Square Feet (sf) into Four Parcels of 12,000 sf, 6,000 sf, 6,000 sf, and 56,227 sf

**This Consent Calendar item was approved on the Consent Calendar.**

- 7G. [15-224](#)** Approve Letter of Support for Rural Communities Housing Development Corporation (RCHDC) Application to the North Coast Resource Partnership's 2015 Integrated Regional Water Management Grant Program

**This Council Letter was approved on the Consent Calendar.**

- 7H. [15-230](#)** Approve Letter of Support for SB 508 (Beall)-Rationalizing State Transit Funding Eligibility Criteria

**This Council Letter was approved on the Consent Calendar.**

- 7I. [15-208](#)** Approve Minutes from Special Meeting of June 8, 2015

**These Minutes were approved on the Consent Calendar.**

- 7J. [15-209](#)** Approve Minutes of June 8, 2015

**These Minutes were approved on the Consent Calendar.**

Mayor Turner recessed the meeting at 8:56 PM; the meeting was reconvened to closed session at 9:07 PM.

## **8. CLOSED SESSION**

8C. [15-223](#)

CONFERENCE WITH LABOR NEGOTIATOR:  
Pursuant to Government Code Section 54957.6  
City Negotiator: Mayor Dave Turner  
Employee Classification: City Manager

Mayor Turner reconvened the meeting to open session at 9:34 PM and reported that direction was given to Labor Negotiator.

**ADJOURNMENT**

Mayor Turner adjourned the meeting at 9:35 PM.

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DAVE TURNER, MAYOR

---

June Lemos, Administrative Assistant

IMAGED (\_\_\_\_\_)



# City of Fort Bragg

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

## Text File

File Number: 15-255

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**Agenda Date:** 7/13/2015

**Version:** 1

**Status:** Consent Agenda

**In Control:** City Council

**File Type:** Minutes

**Agenda Number:** 7Q.

Approve Minutes of Special Meeting of June 29, 2015





# 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

---

Monday, June 29, 2015

1:00 PM

City Hall Conference Room  
416 N. Franklin Street

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### SPECIAL MEETING

#### MEETING CALLED TO ORDER

Mayor Turner called the meeting to order at 1:15 PM.

#### ROLL CALL

**Present:** 4 - Councilmember Michael Cimolino, Councilmember Scott Deitz, Councilmember Doug Hammerstrom and Mayor Dave Turner

**Absent:** 1 - Vice Mayor Lindy Peters

#### AGENDA REVIEW

#### 1. PUBLIC COMMENTS ON CONSENT CALENDAR & CLOSED SESSION ITEMS

#### 2. CONSENT CALENDAR

- 2A. [15-245](#)** Adopt City Council Resolution Authorizing City Manager to Execute Amendment to License Agreement with Georgia Pacific, LLC Relating to Coastal Restoration and Trail Project

This Resolution was adopted on the Consent Calendar.

Enactment No: RES 3822-2015

#### 3. CLOSED SESSION

Mayor Turner recessed the meeting at 1:18 PM; the meeting was reconvened in Closed Session at 1:18 PM.

- 3A. [15-244](#)** **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION:** Pursuant to Paragraph (1) of Subdivision (d) of Section 54956.9: Concerned Citizens of Fort Bragg v. City of Fort Bragg and California Department of Housing and Community Development

#### ADJOURNMENT

Mayor Turner reconvened the meeting to Open Session at 1:45 PM and reported that no reportable action was taken. Mayor Turner adjourned the meeting at 1:45 PM.

\_\_\_\_\_  
DAVE TURNER, MAYOR

\_\_\_\_\_  
June Lemos, Administrative Assistant

IMAGED (\_\_\_\_\_)