

PREPARED BY: L. Ruffing
DOCUMENT REVIEWED BY:
■ Finance Manager nlc
■ City Attorney no email
■ City Clerk CW

RESOLUTION NO. _____-2011

RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING GRANT AGREEMENT NO. 10-048, A GRANT FROM THE STATE COASTAL CONSERVANCY FOR UP TO \$288,000 FOR ACQUISITION-RELATED COSTS FOR PURCHASE OF APPROXIMATELY 11.64 ACRES OF THE FORMER GEORGIA-PACIFIC MILL SITE FOR OPEN SPACE, PUBLIC ACCESS, PASSIVE RECREATION, AND MARINE EDUCATION AND RESEARCH PURPOSES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME

WHEREAS, on October 21, 2010, the State Coastal Conservancy (“Conservancy”) approved a grant of up to Five Hundred Thousand Dollars (\$500,000) for the City of Fort Bragg to purchase approximately 11.64 acres of property on the former Georgia-Pacific Mill Site for the purposes of open space, public access, passive recreation and marine education and research; and

WHEREAS, the Grant Agreement amount subsequently was modified to Two Hundred and Eighty-Eight Thousand Dollars (\$288,000) to cover the actual appraised purchase price (\$250,000) and the other costs associated with the transaction, including the property appraisal, negotiation of a purchase and sale agreement, legal counsel, and closing costs (estimated at \$38,000); and

WHEREAS, the proposed property to be acquired (the “Noyo Center Acquisition”) consists of a portion of Mendocino County Assessor’s Parcel No. 018-430-01 and 008-020-09 as generally depicted and described in Exhibit A; and

WHEREAS, the City Council intends for the proposed Noyo Center for Science and Education to be located on the Noyo Center Acquisition site, to provide an opportunity for public access, education and research, and coastal-dependent economic development; and

WHEREAS, to complete the Noyo Center Acquisition, the City must enter into a Grant Agreement with the Conservancy; and

WHEREAS, the City Council has reviewed Grant Agreement No. 10-048, which is attached as Exhibit B to this resolution, and concurs with all of the terms and conditions of the Grant Agreement, including the “Conditions Precedent to Disbursement”; and

WHEREAS, the Noyo Center Acquisition is part of the Noyo Center for Science & Education project that was evaluated in a Mitigated Negative Declaration prepared and circulated pursuant to the California Environmental Quality Act (“CEQA”) and Title 14, the California Code of Regulations (“CEQA Guidelines”), Section 15369.5 and approved by the Fort Bragg City Council on February 28, 2011.

NOW, THEREFORE, BE IT RESOLVED that the Fort Bragg City Council does hereby approve the terms and conditions of the Grant Agreement authorize the City Manager to execute the Repayment Agreement as shown in Exhibit B.

The above and foregoing Resolution was introduced by Councilmember _____, seconded by Councilmember _____, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 28th day of February, 2011, by the following vote:

AYES:

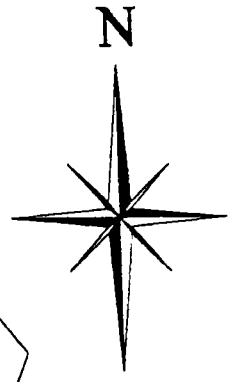
**NOES:
ABSENT:
ABSTAIN:**

**Dave Turner,
Mayor**

ATTEST:

**Cynthia M. VanWormer, CMC
City Clerk**

EXHIBIT "A"



FORT BRAGG MUNICIPAL
IMPROVEMENT DISTRICT NO. 1
834 O.R. 517, M.C.R.

JOHNSON
INST. NO.
2002-26783
M.C.R.

P.O.B.
SOLDIER

T.P.O.B.

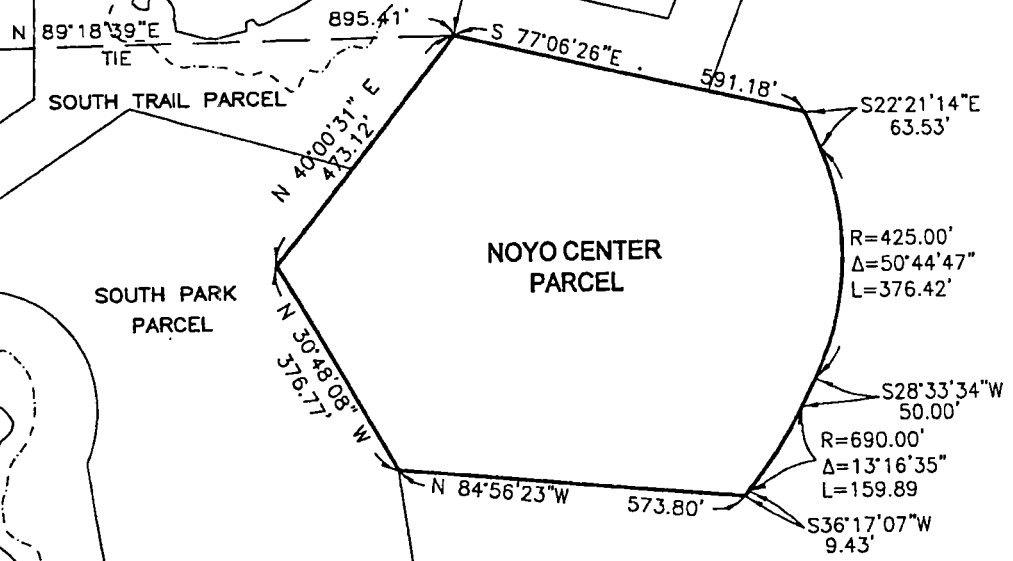
SOUTH TRAIL PARCEL

SOUTH PARK
PARCEL

NOYO CENTER
PARCEL

GEORGIA-PACIFIC LLC
1856 O.R. 461, M.C.R.

APPROXIMATE TOP OF
BLUFF AS SURVEYED ON
4/30/2008.



SCALE: 1" = 300'

NOTES:
REFERENCED RECORD OF SURVEY, MAP CASE
015, DRAWER 77, PAGE 68-69 M.C.R.

NOYO CENTER PARCEL

STANDARD AGREEMENT

Std 2 (Grant - Rev 08/08)

EXHIBIT "B"

AGREEMENT NUMBER 10-048	AM NO
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO 94-6000335	

THIS AGREEMENT, made and entered into this _____ day of _____, 2011,
in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE Executive Officer	AGENCY State Coastal Conservancy	, hereafter called the Conservancy, and
GRANTEE'S NAME City of Fort Bragg		, hereafter called the Grantee.

The Grantee, for and in consideration of the covenants, conditions, agreements, and stipulations of the Conservancy hereinafter expressed, does hereby agree as follows:

SCOPE OF AGREEMENT

Pursuant to Chapters 7 and 9 of Division 21 of the California Public Resources Code, the State Coastal Conservancy ("the Conservancy") hereby grants to the City of Fort Bragg ("the grantee") a sum not to exceed \$288,000 (two hundred eighty-eight thousand dollars), subject to the terms and conditions of this agreement. The grantee shall use these funds for acquisition-related costs and for the acquisition of real property ("the real property"), located in the City of Fort Bragg, County of Mendocino, State of California (a portion of County Assessor's Parcel No. 018-430-14), and depicted and described in Exhibit A, which is incorporated by reference and attached.

(Continued on following pages)

The provisions on the following pages constitute a part of this agreement.
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		GRANTEE	
AGENCY State Coastal Conservancy		GRANTEE (If other than an individual, state whether a corporation, partnership, etc.) City of Fort Bragg	
BY (Authorized Signature) 		BY (Authorized Signature) 	
PRINTED NAME AND TITLE OF PERSON SIGNING Samuel Schuchat, Executive Officer		PRINTED NAME AND TITLE OF PERSON SIGNING Linda Ruffing, City Manager	
ADDRESS & PHONE NUMBER 1330 Broadway, 13 th Floor Oakland, CA 94612 Phone: (510)286-1015		ADDRESS 416 North Franklin Street Fort Bragg, CA 95437 Phone: (707)961-2827	

AMOUNT ENCUMBERED BY THIS DOCUMENT \$288,000.00	PROGRAM/CATEGORY (CODE AND TITLE) Capital Outlay (OPTIONAL USE) Noyo Center Acquisition	FUND TITLE Coastal Access Account, SCCF	I certify that this agreement is exempt from Department of General Services' approval.		
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$-0-	ITEM 3760-301-0593(1)	CHAPTER 1XXX		STATUTE 2009	FISCAL YEAR 09/10
TOTAL AMOUNT ENCUMBERED TO DATE \$288,000.00	OBJECT OF EXPENDITURE (CODE AND TITLE) Public Access				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.					
SIGNATURE OF ACCOUNTING OFFICER 		DATE			
<input type="checkbox"/> GRANTEE <input type="checkbox"/> ACCOUNTING <input type="checkbox"/> PROJECT MANAGER <input type="checkbox"/> CONTROLLER <input type="checkbox"/> STATE AGENCY					

SCOPE OF AGREEMENT (Continued)

The real property is being acquired for the purposes of open space, public access and passive recreation and marine education and research, “the acquisition purposes.”

The grantee shall provide any funds beyond those granted under this agreement which are needed to complete the acquisition of the real property.

CONDITIONS PRECEDENT TO ACQUISITION AND DISBURSEMENT

The grantee shall not acquire the real property and the Conservancy shall not be obligated to disburse any funds under this agreement until the following conditions precedent have been met:

1. The City Council of the grantee has adopted a resolution authorizing the execution of this agreement and approving its terms and conditions.
2. The City Council of the grantee and the Board of the Fort Bragg Redevelopment Agency (“Redevelopment Agency”) have each adopted a resolution authorizing the execution of the agreement required under Condition No. 8, below, and approving its terms and conditions.
3. The Executive Officer of the Conservancy (“the Executive Officer”) has reviewed and approved in writing:
 - a. All title and acquisition documents pertaining to acquisition of the real property, including, without limitation, an appraisal, a preliminary title report, agreement for purchase and sale, escrow instructions, environmental documentation or hazardous materials assessment, and intended instruments of conveyance.
 - b. A plan for the installation of signs on the real property as provided in the “SIGNS” section, below.
 - c. A signed and acknowledged Irrevocable Offer to Dedicate Title in Fee, deed restriction, or other instrument, approved by the Executive Officer, that serves to permanently dedicate the property for the acquisition purposes. This instrument shall be recorded concurrently with the instrument conveying title to the real property to the grantee.
4. The purchase price of any interest in land purchased under this agreement may not exceed fair market value as established by the approved appraisal.
5. The grantee shall provide to the Executive Officer documentation that all funds necessary to complete the acquisition of the real property are available.

CONDITIONS PRECEDENT TO ACQUISITION AND DISBURSEMENT (Continued)

6. If outside grant funds are awarded to the grantee for the construction of the Noyo Center for Science and Education (the “Noyo Center”), Sonoma State University and the grantee shall have entered into a memorandum of understanding acceptable to the Executive Officer providing for the future operation and maintenance of the Noyo Center.
7. The Department of Toxic Substances Control, or other appropriate lead agency for site remediation, shall have indicated in writing that the property has been remediated to standards adequate to at least support the “highest and best use” as established by the approved appraisal, and appropriate for the intended use of the property.
8. The grantee, the Redevelopment Agency, and the Conservancy shall enter into a separate agreement (the “Repayment Agreement”), by which the grantee and Redevelopment Agency agrees to repay the principal amount of funds disbursed under this authorization as specified in the Repayment section, below, and the Redevelopment Agency acknowledges that the repayment obligation is an indebtedness of the Redevelopment Agency for which the Redevelopment Agency has pledged tax increment.

ADDITIONAL GRANT CONDITION

The grantee shall also meet the following condition:

In the event that the Noyo Center is constructed on the real property, the grantee shall comply with all applicable mitigation and monitoring measures that are identified in the “Noyo Center for Science & Education Mitigated Negative Declaration” and the associated “Mitigation Monitoring and Reporting Plan”, adopted by the grantee on October 6, 2010.

COSTS AND DISBURSEMENTS

When the Conservancy determines that all “CONDITIONS PRECEDENT TO ACQUISITION AND DISBURSEMENT” have been fully met, the Conservancy shall disburse funds, not to exceed the amount of this grant, as follows:

The purchase price, plus closing costs consisting of escrow, recording and title insurance fees, to the extent not included in the purchase price, shall be disbursed directly into an escrow account established for the acquisition.

The grantee shall request disbursement for the acquisition by sending a letter to the Conservancy. The grantee shall include in the letter the name and address of the grantee, the number of this agreement, the date, the amount to be disbursed, and a description of the items for which

COSTS AND DISBURSEMENTS (Continued)

disbursement is requested. Additionally, the letter shall include the name, address and telephone number of the title company or escrow holder and the escrow account number to which the funds will be disbursed. The letter shall be signed by an authorized representative of the grantee. Failure to send the required letter will relieve the Conservancy of its obligation to disburse funds.

The grantee shall request disbursements for acquisition-related costs, other than purchase price and closing costs, by filing with the Conservancy a fully executed "Request for Disbursement" form (available from the Conservancy). The grantee shall include in the form its name, the number of this agreement, the authorized signature, the date of the submission, the time covered, the amount, and an itemized description, including time, materials and expenses, of the items for which disbursement is requested. The form shall also indicate cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement. An authorized representative of the grantee shall sign each form. The grantee shall submit the final form within sixty days after the completion of the acquisition.

REPAYMENT

The grantee, the Redevelopment Agency and the Conservancy shall enter into a separate Repayment Agreement by which the grantee and the Redevelopment Agency agree to repay to the Conservancy, on behalf of the grantee, all of the funds disbursed to the grantee under this grant agreement. The Repayment Agreement shall include the following:

1. A provision by which the Redevelopment Agency acknowledges that the repayment obligation is an indebtedness of the Redevelopment Agency for which the Redevelopment Agency has pledged tax increment.
2. A provision that specifies the repayment terms, as follows:
 - a. If, after the acquisition of the real property, the grantee receives any funds that are designated for the acquisition of the real property, the grantee shall promptly pay the Conservancy in the full amount of those funds.
 - b. If the grantee has not repaid the total amount of funds disbursed under the grant agreement by June 30, 2013, the Redevelopment Agency shall make annual payments to the Conservancy in the amount of at least (\$125,000 (one hundred twenty five thousand dollars) from tax increment until the Redevelopment Agency has repaid the Conservancy in full. Each annual payment shall be made no later than June 30 of each year, commencing with a payment on June 30, 2013.

REPAYMENT (Continued)

- c. Upon failure of the Redevelopment Agency or the grantee to make any required annual or other payment when due, all amounts of principal shall become immediately due at the option of the Conservancy, and the grantee and the Redevelopment Agency shall be jointly and severally liable for repayment of the remaining balance of the amount disbursed under the grant agreement.

TERM OF AGREEMENT

This agreement shall be deemed executed and effective when signed by both parties and received in the offices of the Conservancy together with the resolution described in “CONDITIONS PRECEDENT TO ACQUISITION AND DISBURSEMENT” section of this agreement. An authorized representative of the grantee shall sign the first page of the originals of this agreement in ink.

The term of this agreement shall run from its effective date through December 31, 2033 (“the termination date”).

ACQUISITION AND COMPLETION DATE

The grantee shall complete acquisition of the real property no later than June 30, 2013 (“the acquisition date”) and shall submit a final Request for Disbursement, if any, within 60 days of the acquisition date (the “completion date”).

Prior to the completion date, either party may terminate this agreement for any reason by providing the other party with seven days notice in writing.

If the Conservancy terminates prior to the completion date, the grantee shall take all reasonable measures to prevent further costs to the Conservancy. The Conservancy shall be responsible for any reasonable and non-cancelable obligations incurred by the grantee in the performance of this agreement prior to the date of the notice to terminate, but only up to the unpaid balance of funding authorized in this agreement.

Notwithstanding the termination provisions above, this agreement shall not terminate until grantee’s satisfaction of its repayment obligation as provided in this agreement.

AUTHORIZATION

The signature of the Executive Officer on the first page of this agreement certifies that at its

AUTHORIZATION (Continued)

October 21, 2010 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit B. This agreement is executed under that authorization.

Standard Provisions

ESSENTIAL PROVISIONS OF OFFER TO DEDICATE

The Irrevocable Offer to Dedicate Title in Fee by which the grantee permanently dedicates the property for public or conservation purposes shall include the following essential provisions:

1. The real property was acquired by the grantee with a grant of funds from the State Coastal Conservancy, an agency of the State of California, for the purpose of open space, public access and passive recreation and marine education and research and no use of the real property inconsistent with that purpose is permitted.

Mitigation. Without the written permission of the Executive Officer, the grantee shall not use or allow the use of any portion of the real property for mitigation (in other words, to compensate for adverse changes to the environment elsewhere). In providing permission, the Executive Officer may require that all funds generated in connection with any authorized or allowable mitigation on the real property shall be remitted promptly to the Conservancy.

2. The real property (including any portion of it or any interest in it) may not be used as security for any debt without the written approval of the State of California, acting through the Executive Officer of the Conservancy, or its successor.
3. The real property (including any portion of it or any interest in it) may not be transferred without the approval of the State of California, through the Executive Officer of the Conservancy, or its successor.
4. The grantee is obligated to use, manage, operate and maintain the real property as described in the "USE, MANAGEMENT, OPERATION AND MAINTENANCE" section of California State Coastal Conservancy Grant Agreement No. 10-048, as it may be amended from time to time.
5. The Conservancy shall have reasonable access to the real property to monitor compliance with the essential provisions stated above.
6. If the existence of the grantee ceases for any reason or if any of the essential provisions stated above are violated, all of the grantee's right, title and interest in the real property shall automatically vest in the State of California for the benefit of the Conservancy or its successor, upon acceptance of the real property and approval of the State Public Works Board. However, the State, through the Executive Officer of the Conservancy, or its successor, may designate another public agency or a nonprofit organization to accept the right, title and interest, in which case vesting shall be in that agency or organization rather than in the State.

ESSENTIAL PROVISIONS OF OFFER TO DEDICATE (Continued)

7. The grantee shall promptly notify the Conservancy of any eminent domain (public taking) proceeding affecting the real property, or any portion of it, and shall continuously provide the Conservancy with copies of all relevant documents. If the grantee receives any “just compensation” payment as a result of the proceeding, whether by agreement of the parties or by court order, then the grantee shall promptly pay to the Conservancy a share of the proceeds proportionate to the Conservancy’s contribution towards the purchase price of the real property.
8. The offer is irrevocable and shall bind the grantees successors, successors in interest and assigns.

SIGNS

The grantee shall install and maintain one or more signs visible from the nearest public roadway identifying the real property, acknowledging Conservancy assistance and displaying the Conservancy’s logo and directing the public to the real property. The Conservancy shall provide to the grantee specifications for the signs. The grantee may incorporate the required information into other signs as approved by the Executive Officer. In special circumstances, where the placement of signs or the general specifications are inappropriate, the Executive Officer may approve alternative, more appropriate methods for acknowledging the sources of funding. The grantee shall submit plans describing the number, design, placement and wording of the signs, or the specifications of a proposed, alternative method.

USE, MANAGEMENT, OPERATION AND MAINTENANCE

The grantee shall use, monitor, manage, operate and maintain the real property in a manner consistent with the acquisition purposes. The grantee further assumes all monitoring, management, operation and maintenance costs associated with the real property, including the cost of ordinary repairs and replacements of a recurring nature, and costs of enforcement of regulations. The Conservancy shall not be liable for any costs of monitoring, management, operation or maintenance. The grantee shall refrain from developing or otherwise using any other property it owns or controls near the real property in a manner that interferes with or inconveniences the use, management, operation or maintenance of the real property or detracts from the acquisition purposes. The grantee may be excused from its obligations for management, operation and maintenance only upon the written approval of the Executive Officer of the Conservancy or its successor.

Mitigation. Without the written permission of the Executive Officer, the grantee shall not use or allow the use of any portion of the real property for mitigation (in other words, to compensate for

USE, MANAGEMENT, OPERATION AND MAINTENANCE (Continued)

adverse changes to the environment elsewhere). In providing permission, the Executive Officer may require that all funds generated in connection with any authorized or allowable mitigation on the real property shall be remitted promptly to the Conservancy.

INSPECTION

Throughout the term of this agreement, the Conservancy shall have the right to inspect the real property to ascertain compliance with this agreement.

LIABILITY

The grantee shall be responsible for, indemnify and save harmless the Conservancy, its officers, agents and employees from any and all liabilities, claims, demands, damages or costs, including, without limitation litigation costs and attorneys fees resulting from, growing out of, or in any way connected with or incident to this agreement, except for active negligence of the Conservancy, its officers, agents or employees. The duty of the grantee to indemnify and save harmless includes the duty to defend as provided in Civil Code Section 2778. This agreement supersedes the grantee's right as a public entity to indemnity (see Gov. Code Section 895.2) and contribution (see Gov. Code Section 895.6) as set forth in Gov. Code Section 895.4.

The grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this agreement.

AUDITS/ACCOUNTING/RECORDS

The grantee shall maintain financial accounts, documents, and records (collectively, "records") relating to this agreement, in accordance with the guidelines of "Generally Accepted Accounting Principles" ("GAAP") published by the American Institute of Certified Public Accountants. The records shall include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, and disbursement of all funds related to the acquisition, use, management, operation and maintenance of the real property. The grantee shall maintain adequate supporting records in a manner that permits tracing of transactions from the request for disbursement forms to the accounting records and to the supporting documentation.

Additionally, the Conservancy or its agents may review, obtain, and copy all records relating to performance of the agreement. The grantee shall provide the Conservancy or its agents with any

AUDITS/ACCOUNTING/RECORDS (Continued)

relevant information requested and shall permit the Conservancy or its agents access to the grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

The grantee shall retain the records related to the acquisition for three years following the date of final disbursement for the acquisition by the Conservancy. All other records shall be retained by the grantee for three years following the later of final payment and the final year to which the records pertain. The records shall be subject to examination and audit by the Conservancy and the Bureau of State Audits during the retention periods.

If the grantee retains any contractors to accomplish any of the work of this agreement, the grantee shall first enter into an agreement with each contractor requiring the contractor to meet the terms of this section and to make the terms applicable to all subcontractors.

The Conservancy may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

COMPUTER SOFTWARE

The grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this contract, state funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

NONDISCRIMINATION CLAUSE

During the performance of this agreement, the grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, ethnic group identification, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40) or sexual orientation (Government Code section 12940). The grantee and its contractors also shall not unlawfully deny a request for or take unlawful action against any individual because of the exercise of rights related to family-care leave (Government Code sections 12945.1 and 12945.2). The grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination, harassment and unlawful acts.

NONDISCRIMINATION CLAUSE (Continued)

Pursuant to Government Code section 12990, the grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulations (California Code of Regulations Title 2, section 7285.0 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated into this agreement by this reference.

The grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This nondiscrimination clause shall be included in all contracts and subcontracts entered into to perform work provided for under this agreement.

INDEPENDENT CAPACITY

The grantee, and the agents and employees of the grantee, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

ASSIGNMENT

Without the written consent of the Executive Officer, the grantee may not assign this agreement in whole or in part.

TIMELINESS

Time is of the essence in this agreement.

EXECUTIVE OFFICER'S DESIGNEE

The Executive Officer shall designate a Conservancy project manager who shall have authority to act on behalf of the Executive Officer with respect to this agreement. The Executive Officer shall notify the grantee of the designation in writing.

AMENDMENT

No change in this agreement shall be valid unless made in writing and signed by the parties to

AMENDMENT (Continued)

the agreement. No oral understanding or agreement not incorporated in this agreement shall be binding on any of the parties.

LOCUS

This agreement is deemed to be entered into in the County of Alameda.

NOYO CENTER PARCEL DESCRIPTION

"EXHIBIT A"

ALL THAT CERTAIN REAL PROPERTY situated, lying and being in Section 12, Township 18 North, Range 18 West, Mount Diablo Meridian, in the City of Fort Bragg, County of Mendocino, State of California, as shown on Record of Survey Maps, filed in drawer 77, pages 68 and 69, in the office of the County Recorder of said County.

Further, said parcel being a portion of that real property described in the deed recorded in Book 1856 of Official Records, page 461 in the office of the County Recorder of said County, and more particularly described as follows:

Commencing at USC&GS station "Soldier", as shown on said Record of Survey;

Thence North $89^{\circ}18'39''$ East a distance of 895.41 feet to a point on the South Trail Parcel as shown on said Record of Survey and the True Point of Beginning for this description;

Thence Southeasterly along a common line with said South Trail Parcel South $77^{\circ}06'26''$ East a distance of 591.18 feet;

Thence South $22^{\circ}21'14''$ East a distance of 63.53 feet to the beginning of a tangent curve;

Thence, along a tangent curve to the right, having a radius of 425.00 feet, through a central angle of $50^{\circ}44'47''$, an arc length of 376.42 feet;

Thence South $28^{\circ}33'34''$ West a distance of 50.00 feet to a tangent curve;

Thence, along a tangent curve to right, having a radius of 690.00 feet, through a central angle of $13^{\circ}16'35''$, an arc length of 159.89 feet;

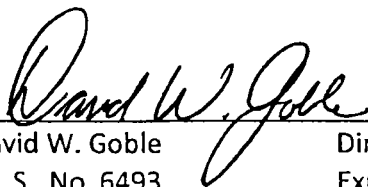
Thence South $36^{\circ}17'07''$ West a distance of 9.43 feet;

Thence North $84^{\circ}56'23''$ West a distance of 573.80 feet;

Thence North $30^{\circ}48'08''$ West a distance of 376.77 feet along the common line of the South Park Parcel as shown on said Record of Survey;

Thence North 40°00' 31" East a distance of 473.12 feet along the common line of both South Park Parcel and the South Trail Parcel to True Point of Beginning;

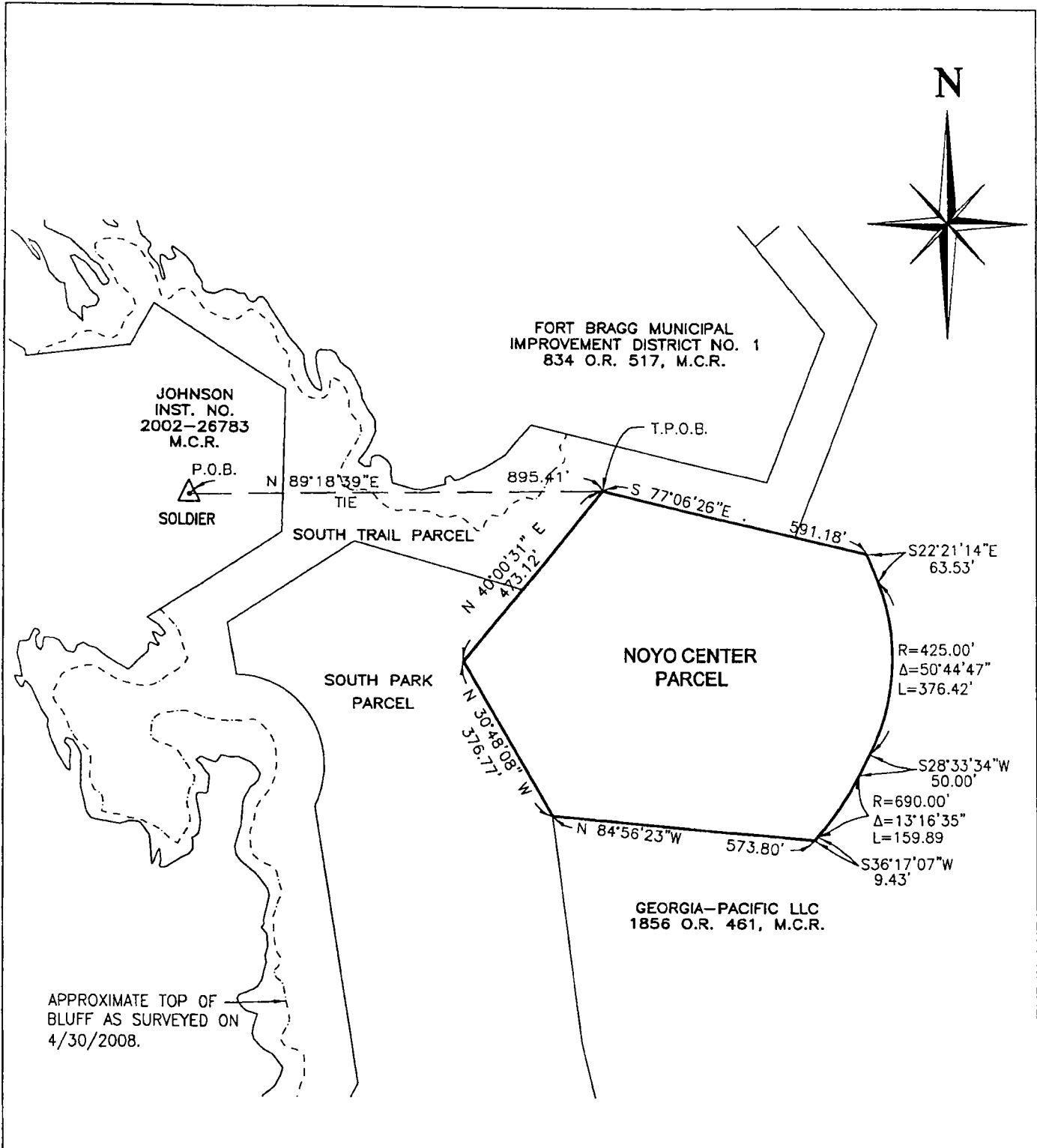
Said property contains 11.64 acres more or less.



David W. Goble
P.L.S. No. 6493

Director of Public Works
Expiration 6-30-11





NOTES:
 REFERENCED RECORD OF SURVEY, MAP CASE
 015, DRAWER 77, PAGE 68-69 M.C.R.



SCALE: 1" = 300'

EXHIBIT "B"
NOYO CENTER PARCEL

COASTAL CONSERVANCY

Staff Recommendation
October 21, 2010

NOYO CENTER FOR SCIENCE AND EDUCATION ACQUISITION

Project No. 05-005-02
Project Manager: Joel Gerwein

RECOMMENDED ACTION: Authorization to disburse up to \$500,000 to the City of Fort Bragg to acquire approximately 12 acres of the Georgia-Pacific former mill site in Fort Bragg, Mendocino County for the purposes of open space, public access, passive recreation and marine education and research.

LOCATION: Former Georgia-Pacific Mill Site, Fort Bragg, Mendocino County (Exhibits 1 and 2)

PROGRAM CATEGORY: Public Access, Urban Waterfront Restoration

EXHIBITS

- Exhibit 1: Project Location Map
 - Exhibit 2: Project Site and Future Uses Maps
 - Exhibit 3: Site Photos and Preliminary Designs
 - Exhibit 4: Mitigated Negative Declaration
 - Exhibit 5: Project Letters
-

RESOLUTION AND FINDINGS:

Staff recommends that the State Coastal Conservancy adopt the following resolution pursuant to Sections 31000 *et seq.* of the Public Resources Code:

“The State Coastal Conservancy hereby authorizes disbursement to the City of Fort Bragg (“City”) of up to \$500,000 (five hundred thousand dollars) for acquisition costs and for the acquisition of approximately 12 acres of the Georgia-Pacific former mill site property in Fort Bragg, Mendocino County (portions of Mendocino County Assessor’s Parcel Numbers 018-430-01 and 008-020-09, as depicted on Exhibit 2 to the accompanying staff recommendation) for the purposes of open space, public access and passive recreation and marine education and research. This authorization is subject to the following conditions:

1. Prior to the disbursement of any Conservancy funds:

- a. The Executive Officer of the Conservancy (“Executive Officer”) shall review and approve all relevant acquisition documents, not limited to an appraisal, environmental assessments, agreement of purchase and sale, escrow instructions, and title documents.
 - b. The City shall provide to the Executive Officer documentation that all funds necessary to complete the acquisition of the property for the Noyo Center for Science and Education (the “Noyo Center”) are available.
 - c. Sonoma State University and the City shall have entered into a memorandum of understanding acceptable to the Executive Officer providing for the future operation and maintenance of the Noyo Center.
 - d. The Department of Toxic Substances Control, or other appropriate lead agency for site remediation, shall have indicated in writing that the property has been remediated to standards adequate to at least support the “highest and best use” as established by the approved appraisal, and appropriate for the intended use of the property.
 - e. The City, the Fort Bragg Redevelopment Agency (“the Agency”), and the Conservancy shall enter into an agreement by which the Agency agrees to repay the principal amount of funds disbursed under this authorization as specified in condition no. 4, below, and acknowledges that the repayment obligation is an indebtedness of the Agency for which the Agency has pledged tax increment.
2. The City shall pay no more than fair market value for the property, as established in an appraisal approved by the Executive Officer.
 3. The City shall permanently dedicate the property for open space, public access and passive recreation, and marine education and research in a manner acceptable to the Executive Officer.
 4. The City shall repay to the Conservancy the principal amount of all funds disbursed to it under this authorization, without interest, as follows:
 - a. If, after the acquisition of the property, the City receives any funds that are designated for the acquisition of the property, the City shall promptly pay the Conservancy in the amount of those funds.
 - b. If the City has not repaid the total amount of funds disbursed under this authorization by June 30, 2013, the Agency shall make annual payments to the Conservancy in the amount of at least one hundred twenty five thousand dollars (\$125,000) from tax increment until the Agency has repaid the Conservancy in full. Each annual payment shall be made no later than June 30 of each year, commencing with a payment on June 30, 2013.
 5. The City shall acknowledge Conservancy funding, by erecting and maintaining signs on the property, the number, design and location of which have been reviewed and approved by the Executive Officer.”

Staff further recommends that the Conservancy adopt the following findings:

“Based on the accompanying staff report and attached exhibits, the State Coastal Conservancy hereby finds that:

1. The proposed project is consistent with the current Project Selection Criteria and Guidelines.

2. The proposed authorization is consistent with the purposes and objectives of Chapters 7 and 9 of Division 21 of the Public Resources Code, regarding the restoration of urban waterfronts and the development of a system of public accessways to and along the state's coastline.
3. Public access and research facilities along the Fort Bragg waterfront at this location would serve greater than local public needs.
4. The Conservancy has independently reviewed and considered the Mitigated Negative Declaration for the Noyo Center project, attached to the accompanying staff recommendation as Exhibit 4, and finds that the project, as mitigated, avoids, reduces or mitigates the possible significant environmental effects and that there is no substantial evidence that the project will have a significant effect on the environment, as defined in 14 California Code of Regulations Section 15382."

PROJECT SUMMARY:

Staff recommends that that the Conservancy authorize disbursement of up to \$500,000 as a reimbursable grant to the City of Fort Bragg to acquire a portion of the waterfront headlands on the Georgia-Pacific (GP) former mill site in Fort Bragg, Mendocino County (see Exhibits 1 and 2). The site will be home to the future Noyo Center for Science and Education (the "Noyo Center"), which will consist of a Science Center and a Discovery Center, described below, and will provide the opportunity for public access, education and research, and coastal-dependent economic development.

GP operated its mill at the Fort Bragg headlands for over 100 years, closing operations in November 2002. The GP site is located in the heart of the City, comprising approximately one-third of the City's total area and virtually all its coastal waterfront. In August 2003, the Conservancy authorized funds to the City to conduct public outreach and market studies, with GP's cooperation, that included public workshops, interviews, focus groups, surveys, and preparation of an economic development strategy plan. The objective was to develop and analyze redevelopment alternatives to best meet the needs of the City, the community, and the region.

The City's public process and studies identified potential reuse options for the site that have moved forward on several fronts. One of these has involved the acquisition of nearly 92 acres of coastal parkland and trail corridor for the creation of a contiguous coastal trail along the length of the site, a Phase I acquisition for which the Conservancy provided \$4.2 million in funding in 2004 and which closed in January 2010. A second option involved the potential for a marine research and education center on the coast, for which the City began strategic planning exercises in 2005. The City worked with marine scientists and administrators of successful biological field stations from across the nation to prepare a strategic plan for the project, which became known as the Noyo Center for Science and Education. Since 2008 the City has worked to develop a detailed program proposal, developed a collaboration with Sonoma State University School of Science and Technology (SSU) to manage the project, and has prepared preliminary concept designs for the facility.

The proposed Noyo Center, which would be located on the 12-acre site acquired pursuant to this proposed authorization, will provide nature education, exhibits and marine research labs. One component of the Noyo Center is the Science Center facility, at which world-class marine research will be supported by a marine laboratory, the only such marine laboratory located along

this 250-mile stretch of coast. Research will address climate change and resource management in cold-water marine environments, and provide information for exhibits that engage the public in learning and hands-on science.

The Noyo Center will also include the associated Discovery Center facility, which will educate an estimated 60,000 to 80,000 visitors, residents, fisherman, and school children per year. It will increase public understanding and knowledge of marine and coastal resources by providing high quality visitor exhibits that are directly tied to the research of the Center and actions that visitors can take to reduce their impacts on the ocean, rivers, forests and coastal prairie. For each of the exhibit zones (Forest, Prairie, River, and Sea) the Discovery Center will present: 1) the basic description of the original resource and its desired restored condition; 2) historical use and/or abuse/extractive uses and their costs contrasted with the current condition of the resource; 3) the state of evaluative research and science - resource science, monitoring and restoration techniques; 4) options for desired solutions - tactics, opportunities, activities, and issues; 5) direct action possible by visitors- personal, community or political and 6) the long term impacts and local effects of Climate Change on the resource.

The first phase of Noyo Center will consist of construction of three LEED-silver buildings:

- The 5,600 square foot Noyo Discovery Center, which will provide a variety of interpretive exhibits, including 30,000 gallons of public aquarium to inspire environmental appreciation and identify challenges and solutions to area resources.
- A 4,200 square foot marine conservation research laboratory, which will provide marine research facilities for researchers from throughout the non-profit and educational institutional world.
- A 1,400 square foot essential support facility, which will provide researchers with storage space for research equipment and exhibit repair space for the Discovery Center.

The City has applied to the Proposition 84 grant program of the California Department of Parks and Recreation (“DPR”) for a \$7 million grant to construct Phase I and expects to learn in December 2010 if its proposal has been successful. That grant program requires the City to have control over the project site, which necessitates Conservancy action now. It is anticipated that the City will repay the Conservancy’s reimbursable grant through tax increment revenues derived from its Redevelopment Agency. The property is located in the Redevelopment Agency’s designated redevelopment area and the improvement of the property as proposed would enhance the currently blighted condition of the area. Annual payments of at least \$125,000 would commence in June of 2013 until the full balance disbursed, without interest, has been received.

The Noyo Center is a joint project of the City of Fort Bragg and SSU. The City will acquire the site and has prepared the DPR Prop 84 grant application to fund construction of the Phase 1. The City of Fort Bragg and SSU will jointly manage the design and construction of Phase 1 of the Noyo Center. Upon completion of the facility, SSU will operate and own the Noyo Center facilities.

Phase II of the Noyo Center, to be funded separately, may consist of: 1) 2,000 square feet of additional marine conservation research laboratories; 2) 2,700 square feet of additional essential support facility space; 3) 3,600 square feet of housing for marine researchers; 4) a 650 square foot addition to the administration space; 5) additional 3,000 square feet of exhibit space for display of a 72-foot long articulated blue whale skeleton; 6) a tidal pool, and; 7) a solar power,

wind power, and co-generation facility (in connection with City's Waste Water Treatment Facility).

Site Description: The site sits adjacent to the bluffs and promontories of Soldier's Point and overlooks Soldier's Bay, two of the most prominent features at the center of the former Georgia Pacific Mill Site in Fort Bragg, on the Mendocino Coast. Consisting of a relatively flat, coastal marine terrace, the site is currently a denuded former mill site log deck. Portions of the site not required for the facility construction will be completely restored through the project to coastal prairie and coastal pine habitats.

Project History: The Conservancy has participated in the redevelopment of the Georgia-Pacific Mill Site since shortly after its closure in 2002. As mentioned above, in 2003 the Conservancy provided funds to the City to undertake a series of economic reuse studies which, along with the Specific Planning process which has followed, identified the opportunity for an anchor cultural or scientific institution at the site. In 2004 the Conservancy granted \$4.2 million for the City to acquire 92 acres of the site's coastal bluffs for scenic protection, public access and passive recreation. That acquisition was completed in January 2010 and planning for the coastal trail and associated public access improvements is nearing completion. The proposed Noyo Center lies adjacent to the now City-owned coastal trail and parklands property and proposes to protect and study some of the most pristine habitat protected in that acquisition.

The City has been actively working since 2005 with a variety of interested parties on the proposal for a marine science and education facility. In 2006, the City, with the assistance of consultant Susan Lohr and a group of scientists and administrators of successful biological field stations from across the nation to prepare a Strategic Plan for the project. The City retained consultant Paul Siri to prepare a Detailed Project Program for the Noyo Center to help define the facility's design, programs, and operation. In 2009, the City and SSU began to discuss the possibility of a collaboration which would enable the facility to be owned and operated by SSU as part of its Preserves Program, and in 2010, the City and SSU selected a design team to prepare conceptual plans for the Noyo Center facility, to assist with fundraising efforts and to allow for environmental review and permitting.

From June through August of 2010, the City and SSU jointly managed the work of the design team that prepared schematic designs for the Noyo Center facility. The work was funded by a Sustainable Communities Grant awarded to the City of Fort Bragg. Since then, the City has applied for construction funding through the Department of Parks and Recreation's "Nature Education Facilities" program, and has undertaken an appraisal of the property.

PROJECT FINANCING

Acquisition Costs:

Coastal Conservancy (*reimbursable grant*) \$500,000

Facilities Development Costs:

State Sustainable Communities Grant \$125,000

City of Fort Bragg \$80,000

DPR “Nature Education Facilities” Grant \$7,000,000
(*application pending*)

Total Project Costs \$7,705,000

The anticipated source of Conservancy funds is the fiscal year 2009-2010 appropriation to the Conservancy from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84, Public Resources Code Sections 75001-75090) for Conservancy resource protection projects, which can be used for “projects and expenditures to promote access to and enjoyment of the coastal resources of the state” and that are consistent with the Conservancy’s enabling legislation. The proposed project will provide for increased access to and awareness and knowledge of marine and coastal resources and is consistent with the Conservancy enabling legislation as described in detail below. This funding will be returned to the Conservancy through the reimbursable grant provisions described above.

The City of Fort Bragg and SSU are currently providing extensive in-kind services to the development of the facilities and programs for the Center, and are collaborating with a wide range of community groups on the restoration and outreach aspects of the project.

CONSISTENCY WITH CONSERVANCY’S ENABLING LEGISLATION:

The proposed project would be undertaken pursuant to the Conservancy’s enabling legislation, Division 21 of the Public Resources Code, Chapter 7 (Sections 31300 *et seq.*), pertaining to the restoration of urban waterfronts, and Chapter 9 (Sections 31400 *et seq.*), pertaining to public access to and along the coast.

Section 31301 of Chapter 7 states the Legislature’s intent to promote restoration of the State’s vital urban waterfronts. To carry out this intent, the Legislature, through Section 31307, authorized the Conservancy to award grants to public agencies for the restoration of urban coastal waterfront areas. In connection with urban waterfront development projects, Section 31305 further directs the Conservancy to promote excellence of design and to stimulate projects which exhibit innovation in sensitively integrating man-made features into the natural coastal environment. Finally, under Section 31308, in determining the amount of funding provided by the Conservancy and the degree of local participation should consider the fiscal resources of the City, the urgency of the project relative to other eligible urban waterfront projects, the degree to which the project meets the objectives set forth in Section 31305, and the application of other factors prescribed by the conservancy for the purpose of determining project eligibility and priority in order to more effectively carry out the provisions of this division.

Conservancy assistance in acquiring land for the Noyo Center is consistent with these purposes and requirements. The project will serve as the first step to redeveloping the former waterfront mill site and will assist in the creation of parks, open space, visitor-serving facilities, and new economic development to promote tourism, public access, and public-private sector collaboration. Moreover, the proposed designs for the Noyo Center provide for seamless integration of natural and man-made features in service of educating the public about the marine and coastal environment. Finally, Conservancy staff has considered a variety of factors in proposing funding for the project, including the City's need for immediate assistance and the Conservancy selection criteria, as detailed below. Further, the proposed authorization requires repayment of the grant funds so that the funding may be use for future projects, as well as the current one.

The proposed project is also consistent with Chapter 9 of the Conservancy's enabling legislation. Section 31400 of Chapter 9 states the Legislature's intent that the Conservancy have a principal role in the implementation of a system of public accessways to and along the state's coastline and has authorized the Conservancy to aid public agencies in establishing a system of public coastal accessways (Section 31400.3) and to award grants to a local public agency to acquire, lands for public access purposes to and along the coast provided that the accessway will serve more than local public needs ((Section 31400.1). Through the proposed project, the Conservancy will assist the Agency in acquiring waterfront property for public access purposes. The Noyo Center location is a suitable staging area for public access because it will offer parking, visitor facilities, and interpretive offerings and will incorporate coastal bluff access and access to the Coastal Trail. As a result, the property will serve residents of the greater Fort Bragg area and all visitors to the Mendocino Coast, which is a statewide and national scenic and recreational destination.

**CONSISTENCY WITH CONSERVANCY'S 2007
STRATEGIC PLAN GOALS & OBJECTIVES:**

Consistent with **Goal 3, Objectives 3B, 3C, and 3D** of the Conservancy's 2007 Strategic Plan, the proposed waterfront restoration project will promote public access to developed waterfront areas and will promote excellence and innovation in urban design; will support the implementation of public interpretive and educational displays emphasizing coastal, watershed, ocean-resource education, and climate change impacts; and will allow for the creation of a regional environmental education center. Additionally, the project will assist with **Goal 1, Objective 1G** in securing real property to facilitate the development of the Coastal Trail and for waterfront parks.

**CONSISTENCY WITH CONSERVANCY'S
PROJECT SELECTION CRITERIA & GUIDELINES:**

The proposed project is consistent with the Conservancy's Project Selection Criteria and Guidelines, last updated on June 4, 2009, in the following respects:

Required Criteria

1. **Promotion of the Conservancy's statutory programs and purposes:** See the "Consistency with Conservancy's Enabling Legislation" section above.
2. **Consistency with purposes of the funding source:** See the "Project Financing" section above.
3. **Support of the public:** This project is supported by the City of Fort Bragg, Sonoma State University, the College of the Redwoods, and Congressman Mike Thompson. See letters of support in Exhibit 5.
4. **Location:** The proposed project would be located within the coastal zone of the City of Fort Bragg in Mendocino County.
5. **Need:** The Noyo Center collaboration between SSU and the City represents a unique waterfront redevelopment opportunity for coastal Mendocino County. Without Conservancy participation in the land acquisition, these organizations would not be able to move forward on this opportunity.
6. **Greater-than-local interest:** Development of cold-water marine research capacity, regional expertise in responding the challenges of coastal climate change, and education about marine and coastal resources is a state-wide priority currently unmet along this stretch of the coast. The Noyo Center will provide education and recreation opportunities to thousands of visitors to the coast each year.
7. **Sea level rise vulnerability:** The project facilities will be located 310 feet from the bluff edge. According to the Pacific Institute's "Fort Bragg Quadrangle for California Flood Rise and Sea Level Rise" the project site is not vulnerable to future flooding, bluff erosion or storm surges under current projections for 2050 and 2100. Additionally, Base Engineering completed a geotechnical analysis of the bluff edge and determined that the average rate of bluff retreat is one foot per year for this site, which corroborates the findings of the Pacific Institute. At this rate of erosion the project will have an expected lifetime of 250 years. The project is located on a gently sloping parcel at between 53 and 64 feet above sea level.

Additional Criteria

8. **Urgency:** The City's current application for funding of the facilities is dependent on demonstrating adequate land tenure. The City does not have sufficient funds in hand to provide the funding to purchase the land, but Redevelopment Agency funds will be available in future years to repay the loan in installments.
9. **Leverage:** See the "Project Financing" section above.
10. **Innovation:** The Noyo Center design is intended to maximize the use of low-impact design principles including the energy efficiency measures noted below.

11. **Readiness:** The City and Georgia-Pacific are prepared to move forward with the acquisition shortly upon availability of funding.
12. **Realization of prior Conservancy goals:** See “Project History” above.
13. **Return to Conservancy:** See the “Project Financing” section above.
14. **Cooperation:** The project represents a developing and unique collaboration between the community of Fort Bragg, Sonoma State University, and Georgia Pacific that will result in opportunities and benefits to the entire region.
15. **Minimization of greenhouse gas emissions:** The project itself is acquisition of vacant property, and is thus not expected to generate substantial greenhouse gas emissions. Future development of the Noyo Center is expected to utilize low-impact design that maximizes native habitats to reduce water and energy demands. The facilities will be constructed to LEED-silver standards and are well-situated to be tied into existing city service facilities. To date the building design has considered use of day lighting, reduced water use, passive solar heating, passive cooling, improved insulation, use of land forming to reduce wind loads and exposure, and installation of a green roof.

CONSISTENCY WITH LOCAL COASTAL PROGRAM POLICIES:

The recently updated Fort Bragg Local Coastal Program reflects both policies for the appropriate redevelopment of Mill Site as well as policies for the protection of coastal resources, open space, and the provision of recreational opportunities. In particular, the Land Use element of the Coastal General Plan sets out a goal (LU-7) to support industrial development which is consistent with the protection, enhancement, and restoration of coastal resources. The element specifies the development of a Specific Plan to guide changes in industrial uses on the site, which is nearing completion and designates the proposed project site for a Science and Education facility of not more than 50,000 square feet. The Plan’s Conservation, Open Space, Energy, and Parks Element includes a series of policies regarding the protection and enhancement of the City’s natural resources, and policies regarding the development of the Coastal Trail (Policy OS-16.17). The proposed project includes a comprehensive public access component that addresses both trail and recreational open space needs. The Local Coastal Program allows nature preserves, coastal trails, parklands and public facilities as permitted uses within the Timber Resources Industrial Zone (the site’s current zoning).

In addition, the Noyo Center project is consistent with the Fort Bragg Coastal Trail Master Plan (2008), which designates the 20 acre site adjacent to the Noyo Center as a nature reserve and envisioned the establishment of the Noyo Center as the mechanism to provide docent lead tours of the nature preserve.

COMPLIANCE WITH CEQA:

The City of Fort Bragg, as lead agency for improvements to the Noyo Center under the California Environmental Quality Act (CEQA), prepared an initial study within its Noyo Center for Science & Education Mitigated Negative Declaration (the “Mitigated Negative Declaration”, attached as Exhibit 4). On October 6, 2010, the City adopted the Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Plan (MMRP) with respect to the required mitigation

measures. The initial study examined and identified no impacts with regard to agriculture and forest resources, land use and planning, mineral resources, and transportation/traffic, and found only less than significant impacts in the following areas: aesthetics (temporary and minor visual impacts), geology and soils (compliance with the Universal Building Code will comply with seismic and soil standards), greenhouse gas emissions (emissions beneath applicable thresholds), hydrology and water quality (site will meet all applicable water quality and waste discharge requirements), population and housing (little impact on population growth), and public services (will not create need for additional recreation infrastructure).

All other areas considered were found to have a less than significant impact once applicable mitigation measures were incorporated, as follows:

Air Quality. Air quality impacts would be generally limited to the construction period and will include mitigations ensuring applicable dust control measures, plans for the stockpiling and removal of soil, and maintenance, nitrogen oxide and particulate standards for vehicles.

Biological Resources. Biological resources on the site are currently limited due to the large proportion of paved areas onsite. Furthermore, the project design includes coastal prairie and coastal pine revegetation, and project mitigation measures include construction period breeding bird surveys, sensitive habitat fencing, seasonal restrictions, installation of wetland water treatment swales, and onsite biological and marine mammal monitoring. These mitigation measures and elements of the project design will result in beneficial effects and avoidance of impacts to biological resources.

Cultural Resources. The site of the Noyo Center does not have any known archaeological sites, however any cultural resources encountered during construction will be evaluated and protected through work stoppages and consultation with a professionally licensed archaeologist.

Hazards and Hazardous Materials. Impacts regarding any potential hazardous materials used onsite will be mitigated through submission of a Hazardous Materials Business Plan, EPA Hazardous Waste ID number, wastewater and air permits, implementation of a risk management/accidental release plan, regular inspections and cleaning of equipment, and compliance with a spill response plan in the event of any release of a hazardous substance.

Noise. Construction activities were deemed to have potential to create temporary increases in noise. However, these would be mitigated through restriction of work to daylight weekday hours.

Utilities and Service Systems. Any impacts to water supply and waste treatment will be mitigated through use of recycled water systems to reduce water consumption and measures to reduce any elevated biochemical oxygen demand load on the treatment plant as a result of sea water systems.

Finally, the project was deemed not to have potential for significant cumulative environmental impacts.

The draft Mitigated Negative Declaration (MND) was circulated for a 30-day public review period commencing September 3rd, 2010. The City received formal comments from the Mendocino County Air Quality Management District (AQMD) and the Conservancy, and informal comments from SSU and the City Planning Commission. The City responded to the satisfaction of each commenter. On October 6, 2010, the Fort Bragg Planning Commission adopted the Mitigated Negative Declaration and the MMRP (Exhibit 4).

Staff has reviewed the approved Mitigated Negative Declaration and concurs that there is no substantial evidence that the project as proposed and as mitigated will have a significant effect on the environment. Staff therefore recommends that the Conservancy approve the Mitigated Negative Declaration, and find that the project does not have the potential for an adverse effect on the environment as defined in 14 Cal. Code of Regulations, Section 15382. Staff will file a Notice of Determination upon approval of the project.