DISCUSSION AGENDA ITEM #1

SUPPORTING DOCUMENTATION FOLLOWS WITH: 1 PAGES

1. Update Report on Funding for Water Treatment Plant Improvements

DISCUSSION/ACTION AGENDA ITEM X.1
Date: May 12, 2010

Item: **UPDATE REPORT ON FUNDING FOR WATER TREATMENT PLANT IMPROVEMENTS PLANNING AND DESIGN**

Background: The California Department of Health has alerted the City that Trinidad's application for funding support for planning and design of treatment plant improvements is being considered.

The key finding to date is that the City qualifies as a "disadvantaged community." This means that the application will be considered for 80% grnat/20% loan or cash match. The application for this project was for $193,100, which means that the City is eligible for a $154,480 grant.

Rebecca Crow, who prepared the application from Winzler & Kelly, will be present to provide the update report. She will also plan to address recent correspondence from the State Water Resources Control Board informing the City that our approved $2,500,000 project for storm water drainage improvement is prepared to finally move forward.

Recommended Action: Receive and file the oral report, and take whatever other related action is deemed appropriate by the members of the City Council.

Attachments: None.

DISCUSSION AGENDA ITEM #2

SUPPORTING DOCUMENTATION FOLLOWS WITH: 10 PAGES

2. Proposed Contract for Law Enforcement Services with the County Sheriff's Office

DISCUSSION/ACTION AGENDA ITEM X.2
Date: May 12, 2010

Item: **PROPOSED CONTRACT FOR LAW ENFORCEMENT SERVICES WITH THE COUNTY SHERIFF'S OFFICE**

Background: With the resignation of the Trinidad Police Chief and the subsequent loss of police services in the City, Trinidad is in need of an interim solution regarding law enforcement services. Staff has reported to the Council the challenges that are being faced and the apparent options that can be pursued.

Three options have been publicly provided to the Council:

- Retain a local qualified person to act as an Interim Police Chief;
- Recruit an Interim Police Chief with the assistance of the California Police Chiefs Association; and
- Contract with the County Sheriff's Office until the Council has time to consider a long-term strategy.

Since there is an immediate need to fill the current void of law enforcement services, the first two options are <u>NOT</u> being recommended.

While some local candidates have come forward to act as an Interim Police Chief, none are being recommended at this time. Since the discussion of individual candidates is a personnel matter, the reasons for not selecting any specific individual will not be discussed publicly.

Contact has been made with Bob Murray and Associates, an executive search firm employed by the Police Chiefs Association, to place retried police chiefs in temporary situations. The cost to do this would be very high; there is no assurance that Trinidad would get the right type of individual; there is no assurance that an individual would be available within our current budget allocation; and the process would take several months. Still, the individual in charge of these temporary recruitments has done some investigating on our behalf at no charge, and he has not come forward with anyone in the past two weeks.

At the Council's meeting on April 28, 2010, the Mayor and the City Manager were authorized to meet with and negotiate a contract for services with the County Sheriff. If possible, that was to be done and brought back to the Council for consideration at this meeting.

The agreement that is being recommended to the Council is based on the one that was developed 2+ years ago for Blue Lake. The proposal is for 1.5 Sheriff's Deputies to be assigned to Trinidad. The advantages to Trinidad to use the services of the Sheriff's Office for this interim period are:

- a full time trained deputy will be assigned to Trinidad and so that person will become familiar with the City and its residents in a manner similar to a City Police Officer (4 10-hour shifts, time to be determined);
- a part-time deputy will patrol the City during various time periods (weekdays and weekends) for 20 additional hours during the week;
- the City will be involved in the selection of the Deputies;
- the Sheriff's Office assumes the responsibility for all officer supervision, scheduling, training, investigative services, and other follow-up;
- the Sheriff's Office provides all of the support services;
- the Sheriff's Office provides all of the equipment; and
- Humboldt County assumes all liability associated with the actions of its Deputies.

The proposed maximum cost of the contract is approximately $180,000/year.

In support of the contract, the City will provide a supplied office space (phone, desk, basic office equipment, etc.) for periodic use by the assigned Deputies. The City will also continue to employ in that office its current Office Manager for at least the duration of this contract to act both as a liaison to Sheriff's Office, to assist Trinidad residents with policing issues, and to continue to maintain ongoing records and evidence storage. The estimated annualized costs of that office are as follows:

• Maintain Part-Time Office Manager:	$ 21,000
• Office Lease:	7,800
• Office Utilities/Communications/Supplies	5,400
• Office Equipment, Leases, Agreements	3,000
• Animal Control Contract:	1,350
TOTAL:	$ 38,550

The projected total annualized cost of the contract plus the City support is projected at approximately $220,000. The current allocation to the Trinidad Police Department is $154,000 from the General Fund and $100,000 from the COPS Grant. There would be an approximate cost savings to the City of Trinidad General Fund of approximately $34,000, on an annualized basis.

Recommended Action: Approve the proposed "Agreement to Provide Law Enforcement Services within the City of Trinidad" with Humboldt County, and authorize the City Manager to execute the Agreement on behalf of the City and be responsible for its implementation.

Attachments: Proposed "Agreement to Provide Law Enforcement Services within the City of Trinidad" and

Attachment to the Proposed Agreement that show a range of costs to implement the Agreement

Trinidad City Contract

Agreement To Provide Law Enforcement Services Within The City of Trinidad

THIS AGREEMENT made and entered into this _____ day of _____ 2010 by and between the County of Humboldt, a political subdivision of the State of California (hereinafter called "COUNTY"), and the City of Trinidad, a municipal corporation in the County of Humboldt (hereinafter called "CITY").

WITNESSETH:

WHEREAS, pursuant to the authority provided in the Government Code, CITY and COUNTY desire to contract in order that COUNTY, through Sheriff, will perform law enforcement services within the CITY.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The basic level of services to be provided shall consist of twenty-four (24) hours of coverage which will encompass ten (10) hours of dedicated patrol seven (7) days a week for response to calls at a level not less than that provided by the Sheriff in adjacent areas of the COUNTY, including related back-up and auxiliary services such as investigative, criminalistic, supervisorial, and traffic service functions.

   The staffing level of personnel dedicated to service, within CITY shall be one (1) Deputy Sheriff on a full-time basis and one half-time (.5) Deputy Sheriffs to be assigned on a rotating schedule. In addition, this complement of personnel shall be supported by an appropriate number of Sheriff's supervisory and management personnel, as deemed necessary by the COUNTY. All additional calls for service, outside of the contracted ten (10) hours of service per day, shall be dispatched from the Northern Area Command or the Main Station Patrol Division. No additional cost to the CITY will be incurred for service calls received outside the sixty (60) hours of weekly dedicated patrol service. This service will also include regular, random patrol, as available, of the City of Trinidad during the non-dedicated patrol hours of service.

   It is agreed that the one assigned Deputy dedicated to the CITY shall be scheduled to work forty (40) hours per week, less vacation, sick leave, or any other approved or mandated times away from work, and that the Sheriff's Office will also dedicate 20 additional floating patrol hours. In the event a Deputy Sheriff is on some type of compensatory leave, a suitable replacement will be assigned for that period of time.

   The area commander may temporarily modify work schedules as necessary to accommodate unusual circumstances, emergency situations, or other law enforcement requirements within the City of Trinidad. When such situations occur, the area commander shall advise the City Manager or his designee of the staffing medications as soon as practical.

2. The law enforcement services to the provided by the COUNTY to the CITY within the CITY'S incorporated area shall include:

A. Enforcement of State Statutes;
B. Enforcement of ordinances of CITY (excluding animal control, building and construction);
C. Police protection of the type provided by the Sheriff;
D. Traffic enforcement, including the use of radar, with the exception of such traffic enforcement as may be provided by the California Highway Patrol on any freeway traversing the CITY or as required by statute;
E. All detective, juvenile and other specialized services provided by the Sheriff in the unincorporated areas of the COUNTY, such as homicide investigations and narcotics enforcement;
F. Attendance of the North Area Station Division Commander or his designate at meetings of the City Council of CITY and such other meetings of commissions and boards of the CITY as the CITY may specify;
G. All other law enforcement services of the type provided by the Sheriff within the unincorporated areas of the COUNTY.

The Sheriff shall not be required to assume any enforcement duty or function inconsistent with those performed by the Sheriff under the ordinances of the COUNTY and the statutes of the State of California.

3. The Sheriff shall give prompt consideration to all requests of the City Manager regarding the delivery of general law enforcement services, including staffing assignments, and make every reasonable effort to comply with requests consistent with good law enforcement practices and other provisions of this AGREEMENT. To facilitate the timely exchange of such information between the CITY and the COUNTY, the Parties hereto shall meet from time to time to discuss performance issues under this AGREEMENT and the attendees shall include the City Manager, the North Area Station Division Commander, the North Area Station Sergeant, and a designated city council member.

4. For the purposes of performing services and functions pursuant to this AGREEMENT, and only to give official status to such performance, every County Deputy or employee shall be deemed to be an ex-officio officer of the CITY while engaged in performing any such service or function which is a municipal function falling within the scope of this AGREEMENT.

5. The CITY shall have the right to discuss with the COUNTY issues of concern related to matters covered under this AGREEMENT. However, the manner or rendition of services, the standard of performance, this discipline of employees, and other matters incident to the performance of services, including control of personnel so employed, shall remain under the exclusive control of the Sheriff. The Sheriff shall, however, give consideration to requests of the City Manager, which may relate to the performance of services under this AGREEMENT. In the event of a dispute between the parties as to the duties and functions to be rendered or the manner of their performance, determinations by the Sheriff shall be final and conclusive as between the parties.

6. An inventory of furnishings and fixtures contributed by the CITY and the COUNTY for purposes of supplying the station shall be maintained throughout this AGREEMENT. The initial inventory is attached hereto and incorporated herein as Exhibit "A" and shall be updated from time to time by the Parties hereto. Each party will continue to bear their own costs of such items and upon termination of this AGREEMENT, said items or like kind shall be returned to the respective agency who had original ownership.

7. COUNTY shall provide the necessary supplies, equipment services and materials required for performing its duties under this AGREEMENT, including vehicle acquisition, maintenance, fuel and replacements.

8. COUNTY and CITY shall determine where such law enforcement quarters are to be located within the CITY. It is expressly understood that the COUNTY may use such quarters in connection with the performance of its duties in territory outside the CITY and adjacent territory, provided however, that the performance of such non-city duties shall be at no additional cost to the CITY.

9. At the time of execution of this AGREEMENT, the charge to the CITY for the services and functions to be performed by the COUNTY at the level of service agreed upon by the CITY is $_____ monthly for the period of this agreement.

The total cost charged to the CITY does not include expenses attributable to services or facilities normally provided to all cities within the COUNTY as part of enforcement duties and functions performed by the Sheriff under the ordinances and regulations of the COUNTY and the statues of the State of California. The method used in arriving at the total cost charged to the CITY is the application of the established actual personnel and operational costs. (Including a nine percent (9%) overtime factor and a 1.49% factor for administrative overhead) associated with maintaining the agreed upon number of dedicated COUNTY employees assigned to the CITY. This actual cost having been established by departmental average of total Sheriff's operational personnel. The cost formula and its components are set forth in Exhibit "B" hereof which is attached hereto and incorporated herein by reference.

10. CITY shall render to COUNTY the amount of $_____ on a monthly basis payable by the 15th day of each month. The COUNTY shall provide to the CITY an invoice which will reflect the amount due by CITY for services rendered by COUNTY under this AGREEMENT during the previous month. If such payment is not received by COUNTY within thirty (30) days of the due date, COUNTY shall be entitled to recover interest at a rate of seven percent (7%) per annum and the COUNTY may terminate this AGREEMENT immediately, and without any further notice, take such steps as may be necessary to enforce payment.

11. The CITY, its officers and employees, shall not assume by this AGREEMENT and liability for the direct payment of any salary, wages, or other compensation to any officer or employee of COUNTY that is performing services hereunder for the CITY or for any other liability other than that provided for in this AGREEMENT.

12. COUNTY shall defend, indemnify, and hold harmless the CITY, its agents, officer, council persons, commissioners, and employees, for any liability for injury to or death of any person or damage to or loss of any property caused by any negligent or wrongful act or omission occurring in the performance of this AGREEMENT by COUNTY and CITY shall defend, indemnify, and hold harmless COUNTY, its agents, officers, and employees for any liability for injury to or death of any person or damage to or loss of any property caused by any negligent or wrongful act or omission occurring in the performance of this AGREEMENT by CITY.

The CITY shall also indemnify and hold harmless the COUNTY, its officers, agents and employees from any claim or liability, based or asserted upon the illegality or constitutionality of any CITY ordinance that the COUNTY has enforced under this contract. This indemnification shall extend beyond the term if this AGREEMENT, including any extension therefore, as to claims, actions or judgments arising from the conduct or inaction of any personnel during the term of this AGREEMENT.

The COUNTY and its insurer or self-insured pool shall waive its rights to subrogate against the CITY, its officials, officers, employees and volunteers for all workers' compensation claims, injuries or illness arising from the performance of this AGREEMENT. The COUNTY shall provide an endorsement from its insurer or self-insured pool waiving its subrogation rights.

13. CITY, through its City Manager, shall have access to non-privileged and non-confidential reports and other documents pertaining to the services provided hereunder and within the scope of the Public Records Act (Government Code Section 6250 et seq.). COUNTY shall transmit monthly, to the City Manager, statistical reports on crime occurrence, traffic incidents, and other contract services within the CITY.

14. All work performed hereunder is subject to limitations of Section 23008 of the Government Code of the State of California, and in accordance therewith, before any work is performed or services rendered pursuant hereto, an amount equal to the cost to the CITY must be reserved by the CITY from its funds to ensure payment for work, service, or materials provided by COUNTY hereunder.

15. COMPLIANCE WITH NUCLEAR FREE ORDINANCE: In recognition of the Humboldt County Nuclear Free Ordinance, the CITY certifies by its signature below that it is not a nuclear weapons contractor, in that CITY is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Ordinance in Humboldt County, CITY agrees to notify COUNTY via HCSO immediately if it becomes a nuclear weapons provider, as defined above. CITY acknowledges that, per the terms of the Humboldt County Nuclear Free Ordinance, COUNTY via HCSO may immediately terminate this agreement if it determines that the foregoing certification is false or if CITY becomes a nuclear weapons provider.

16. This AGREEMENT shall take effect on _____ or at such sooner time as the parties may agree in writing, and unless sooner terminated as provided herein, shall terminate on _____. Either party may terminate this contract upon sixty (60) days written notice, which notice shall take effect at the end of the sixty (60) day notice period. Compensation shall be prorated for the fiscal quarter in which the termination occurs.

17. Notices given to parties under this AGREEMENT shall be deemed given when personally delivered or sent and delivered by United States certified mail, postage prepaid, return receipt requested and addressed as follows:

TO THE COUNTY

Office of the Sheriff
Humboldt County Sheriff
826 4th Street
Eureka, CA 95501

TO THE CITY

Office of the City Manager
P.O. Box 390
Trinidad, CA 95570

18. No waiver with respect to one covenant, term or condition shall be deemed to constitute a waiver of any other covenant, term, or condition herein, or a waiver of any prior or subsequent failure to perform such covenant, term, or condition.

19. The provisions of this AGREEMENT shall be binding upon and shall inure to the benefit of the parties hereto and their respective governing boards, successors, assigns, and legal representatives.

20. This AGREEMENT contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be given effect, and this AGREEMENT may only be amended by a writing signed by the parties.

21. The invalidity of any provisions of this AGREEMENT as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

22. Each person executing this AGREEMENT on behalf of the CITY represents and warrants that he or she is authorized by the CITY to execute and deliver this AGREEMENT on behalf of the CITY and that this AGREEMENT is binding on the CITY in accordance with its terms and provisions.

23. The parties hereto agree that the provisions of this AGREEMENT will be const6rued pursuant to the laws of the State of California. To the extent permitted by law, venue for any legal proceeding involving this AGREEMENT shall be in the courts of Humboldt County, California.

24. Time is hereby expressly declared to be of the essence of this AGREEMENT and each and every provision herein.

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Exhibit "B"

Calculation Of Deputy Costs, 2010-11
City Of Trinidad

Personnel Costs: At Deputy II C Step

Regular Wages:

Position	Number	Salary & Benefits	Total Cost	Total Cost
Deputy Sheriff II	1 ½	$86,070.40		$129,105.60

Overtime Costs: (Calculated)

	Number	Annual Sal	Total O/T Sal @ 9% Cost	Total Cost
Deputy 1	1 ½	$56,617.60	$7,643.40	$7,643.40

Transportation Costs:

		Mi. Per Year	Cost per Mi.	Cost Per Year
Veh., Gas, Maint. & Depreciation	11/2	29190	.80	$23,352.00

Administrative Overhead : * 1.49% * (+)

Annual Contract Cost FY 09/10 **Estimate** **$160,101.00**

* Administrative Overhead will be calculated at 1.49% based upon rates that will not be established until June and will add a small increase to cover those costs.

Exhibit "B"

Calculation Of Deputy Costs, 2010-11
City Of Trinidad

Personnel Costs: At Deputy II E Step

Regular Wages:

Position	Number	Salary & Benefits	Total Cost	Total Cost
Deputy Sheriff II	1 ½	$93,350.40		$140,025.60

Overtime Costs: (Calculated)

	Number	Annual Sal	Total O/T Sal @ 9% Cost	Total Cost
Deputy	1 ½	$62,545.60	$8,443.65	$8,443.65

Transportation Costs:

		Mi. Per Year	Cost per Mi.	Cost Per Year
Veh., Gas, Maint. & Depreciation	11/2	29190	.80	$23,352.00

Administrative Overhead : * 1.49% * (+)

Annual Contract Cost FY 09/10 **Estimate** **$171,821.25**

* Administrative Overhead will be calculated at 1.49% based upon rates that will not be established until June and will add a small increase to cover those costs.

DISCUSSION AGENDA ITEM #3

SUPPORTING DOCUMENTATION FOLLOWS WITH: 4 PAGES

3. Endorse or Modify Comments from the Planning Commission Regarding the Homan Subdivision

DISCUSSION/ACTION AGENDA ITEM X.3
Date: May 12, 2010

Item: **ENDORSE OR MODIFY COMMENTS FROM THE PLANNING COMMISSION REGARDING THE HOMAN SUBDIVISION PROPOSAL**

Background: At a special meeting held by the Trinidad Planning Commission on February 17, 2010, Trever Parker was requested by action of the Commission to submit a comment letter to the Humboldt County Planning Commission regarding the proposed Homan Subdivision. This project is proposed to be a 9-lot subdivision within the City of Trinidad's Planning Area off Stagecoach Road.

The project's proponents and members of the Friends of College Cove, which has stated numerous concerns about the project, have been alerted about this meeting. It is suggested that each "side" be given some reasonable amount of time to fairly state their position or comments.

Staff Recommendation: Endorse or modify (at the pleasure of the members of the City Council) the comments of the Trinidad Planning Commission letter dated February 25, 2010, and forward the comments to the Humboldt County Planning Commission staff.

Attachments: Letter from the Trinidad Planning Commission, signed by Trever Parker, date February 25, 2010.

City of Trinidad

February 25, 2010

Trevor Estlow, Senior Planner
County of Humboldt
3015 H Street
Eureka, CA 95501

Re: Homan Subdivision, Case No. FMS-08-02/CDP-08-25/SP-08-94

Dear Mr. Estlow,

Ref: City of Trinidad letter to T. Estlow, dated March 9, 2009;
North Coast Regional Water Quality Control Board letter to T. Estlow, dated February 3, 2010

Dear Mr. Estlow,

Thank you for the opportunity to comment on the draft Mitigated Negative Declaration (MND) for the Homan Major Subdivision Project. Previous comments submitted to you in the referenced City of Trinidad letter stated "this project falls within the City of Trinidad's Planning Area. The City of Trinidad is especially concerned about water quality related to septic systems, stormwater and sediment as well as domestic water availability." In an effort to be more specific about our initial concerns after reviewing the proposed Mitigated Negative Declaration and to obtain additional input and public comments, the Trinidad Planning Commission included this item on their public meeting agenda of February 17, 2010.

Several members of the public attended and spoke at that meeting, including residents from inside and outside City limits. The Planning Commission also had several concerns about this project, and directed staff to write this letter expressing our comments on this project. While our review of the draft MND provided additional information regarding our initial concerns, there are several points identified during the public meeting we wish to bring to your attention, which we feel need further treatment and analysis:

1. Proximity of the project to the Trinidad Head ASBS – This project is located in close proximity to the northern boundary of the Trinidad Head Area of Special Biological Significance / State Water Quality Protection Area, and this fact was not addressed in the MND. Significant concerns remain regarding potential impacts from polluted storm water runoff and on-site septic systems to the ASBS. The ASBS encompasses almost the entire City limits, and so a large part of the responsibility for protecting this important State

resource falls on the City of Trinidad. The City, along with Trinidad Rancheria as the owner of the harbor and pier area, and the HSU Marine Lab all received "Cease and Desist" (all discharge) orders from the State Water Resources Control Board. Trinidad has been required to undertake extensive monitoring of the ASBS and is responsible for developing plans to ensure "zero discharge" into the ASBS in accordance with the CA Ocean Plan or have an exception granted by the State. Ocean circulation patterns ensure that discharges outside but nearby the ASBS will affect water quality within the ASBS. The City and local stake holders need to fully understand the project's implications, and any impacts to the ASBS from nearby development need to be fully mitigated for direct, indirect and cumulative impacts.

2. Project density and City services – The potential for 18 new structures in this development raises concerns including but not limited to: (a) increased impervious surfaces with associated impact on storm water runoff quality and quantity; (b) domestic water quality and quantity; (c) impact on Trinidad's city services (including fire, police, traffic and re-cycling); (d) the ability to adequately protect on site riparian and wetland areas; and (e) would set an undesirable precedence for future development in this area of the county.

   In particular, there was no analysis of the project's impacts to City services in the Mitigated Negative Declaration. The project is located only about 1/3 of a mile north of City limits, and because of the existing mutual aid agreements between the City and the Sherriff and CDF, the City would be the first responder to any emergencies that would occur there. In addition, being the closest community to the proposed development, new residents of this subdivision will utilize City commercial services, streets, recycling and the Trinidad Elementary School. Traffic flow and safety at the City's main intersection at the freeway interchange are already a problem.

   Further, though the background studies for this project found that there is adequate water supply to serve the potential development on the new subdivision, there have been problems with water supply in the area in the past, both due to lack of adequate water and contaminated wells. With increased development, and possibly changing weather patterns resulting from climate change, the impact analysis should also address the future uncertainties in water supply and propose an alternative water source should the proposed wells fail in the future. Again, this could impact the City if the on-site water supply for the subdivision was affected, the City would likely be requested to provide water service as a substitute, and the City's water supply is currently limited.

3. Other issues were raised related to the aesthetics, recreational and economic impacts to the College Cove recreational area, located just west of the proposed development. The popularity of College Cove is primarily due to its pristine and natural appearance. There are concerns the proposed mitigation plans intended to minimize the visual impact to College Cove are inadequate. Issues were raised regarding the adequacy of the 50 foot vegetation buffer along Stage Coach Road and the possibility the proposed 350 feet long retaining wall, necessary to widen the access road, will be visible from the College Cove entrance/exit road. Aesthetic degradation of the popular College Cove recreational area could also affect recreation and tourism in the City, which in turn could indirectly affect the City's economy.

4. While there was no public comment requesting to deny the project, several requests and arguments were made for the completion of an EIR to fully understand the environmental effects, alternatives and mitigation measures. There are several outstanding questions regarding potential impacts that the City and residents believe have not been adequately addressed in the proposed MND. The Planning Commission feels that the proposed document is inadequate at this time, and that an EIR would more appropriately define the project by exploring additional alternatives and mitigation measures and that additional information collected as part of this process would provide answers to the outstanding questions.

Finally, the referenced letter from the California Regional Water Quality Control Board raises several issues that merit consideration and are similar to issues voiced in our public meeting. In light of the Regional Water Board's concerns, and issues raised during our public meeting, we concur with their comments and believe additional information or justification would be useful in determining the full extent of environmental impacts and opportunities of this development.

In closing, the City strongly urges the County not to approve the major subdivision in its existing form under the proposed Mitigated Negative Declaration. For the reasons stated above, the Planning Commission feels that additional information is needed to fully understand, analyze and mitigate the potential impacts resulting from this project. One option for addressing these concerns would be to require an EIR to be completed. This would not only provide additional background information and analysis, but would provide a formal method for exploring alternatives and mitigations that may reduce the potential impacts.

Thank you for the opportunity to review and comment on the draft MND. If you have questions or comments please contact the undersigned.

Sincerely,

Trever Parker, City Planner
City of Trinidad

cc. North Coast Regional Water Quality Control Board
Atten: Cathleen Goodwin
State Water Resources Control Board
Atten: Dominic Gregorio