City of Trinidad

Posted: Friday, February 04, 2011

NOTICE AND CALL OF THE REGULAR MEETING OF THE TRINIDAD CITY COUNCIL

The Trinidad City Council will hold its first regular monthly meeting on

WEDNESDAY, FEBRUARY 09, 2011 at 7:00 PM

in the Town Hall at 409 Trinity Street

I. **CALL TO ORDER/ROLL CALL**
II. **PLEDGE OF ALLEGIANCE**
III. **CLOSED SESSION**
IV. **APPROVAL OF AGENDA**
V. **APPROVAL OF MINUTES** – No minutes to approve.
VI. **COUNCIL MEMBER REPORTS, INCLUDING COMMITTEE ASSIGNMENTS**
VII. **ORAL STAFF REPORTS**
- Acting City Manager, Specific Department Reports, Planning Commissioner

VIII. **ITEMS FROM THE FLOOR**
(Three (3) minute limit per Speaker unless Council approves request for extended time.)

IX. **CONSENT AGENDA**
1. Staff Activities Report through January, 2011
2. Financial Status Reports for December, 2011
3. Revision of MOA with the Trinidad Rancheria for Prop 84 ASBS Project
4. Report on Animal Control Ordinances in Trinidad
5. Indian Gaming Committee Appointment
6. Proclamation 2011-01: Engineer's Week
7. Resolution authorizing an agreement for CA Department of Conservation Grant
8. Agreement Between the City of Trinidad and Winzler & Kelly for Technical Assistance for Department of Public Health Turbidity Meter/Monitoring Upgrade Grant

X. **DISCUSSION/ACTION AGENDA ITEMS**
1. Memorandum of Understanding with Humboldt County for Temporary Library Location
2. Skateboarding Issues in Trinidad
3. Report on Van Wycke Trail Improvements
4. Report on Vacation Dwelling Units Regulatory Ordinance Schedule
5. Presentation and Approval of the 2009-10 Financial Audit
6. Council Position for RREDC vote in February on Governor's Redevelopment Proposal

XI. **COUNCIL, STAFF, or PUBLIC REQUESTS FOR FUTURE AGENDA ITEMS**
XII. **ADJOURNMENT**

CONSENT AGENDA ITEM #1

SUPPORTING DOCUMENTATION FOLLOWS WITH: 0 PAGES

1. Staff Activities Report through January, 2011

NO NEW ADDITIONS TO STAFF ACTIVITIES REPORT THIS MONTH.

CONSENT AGENDA ITEM #2

SUPPORTING DOCUMENTATION FOLLOWS WITH: 8 PAGES

2. Financial Status Reports for December, 2011

CONSENT AGENDA ITEM IX.2
Date: February 9, 2011

Item: **FINANCIAL STATUS REPORT**

Background: This "Monthly Financial Status Report" is provided to the Council at the first meeting of every month and is produced by Cunningham, Malone & Morton. It provides the Council and the public with a monthly financial status which is intended to be timely and user-friendly.

The status report is done for each department and includes: 1) expenditures from the previous month; 2) expenditures for the year-to-date; 3) the annual budget for a given budget category; and 4) the percent of the budget that has been expended to date.

This Financial Status Report provides the status on seven pages:

General Fund Revenue;
1. General Fund-Administration;
2. General Fund-Public Works;
3. General Fund-Police;
4. General Fund-Fire;

Enterprise Account-Water Department; and
Enterprise Account-Cemetery.

The four General Fund Accounts also include bottom-line statements for specific grant or special project budgets. For example, the Village Keepers Fund and the Clean Beaches Grant are included with the General Fund-Administration. Full details of those special project or grant budgets will be available for review but will not be published monthly with the meeting packet.

Staff Recommendation:

Discussion and public input, and Council action to receive and file the Financial Status Report

Attachments: Financial Status Report through December, 2010.

City of Trinidad
Statement of Revenues and Expenditures
From 12/1/2010 Through 12/31/2010

		Current Month	Year to Date	Total Budget - Original	% of Budget
	Revenue				
41010	PROPERTY TAX - SECURED	0.00	0.00	110,000.00	(100.00)%
41071	MOTOR VEHICLES	0.00	143.98	0.00	0.00%
42000	SALES & USE TAX	30,113.46	79,574.13	220,000.00	(63.83)%
43000	TRANSIENT LODGING TAX	0.00	32,596.34	72,000.00	(54.73)%
47310	VEHICLE LICENSE COLLECTION	0.00	243.91	0.00	0.00%
47350	MOTOR VEHICLE LICENSE FEE GAP	34.68	34.68	0.00	0.00%
49080	MOTOR VEHICLE FINES	0.00	0.00	1,000.00	(100.00)%
53010	COPY MACHINE FEE	0.00	15.00	100.00	(85.00)%
53020	INTEREST INCOME	313.43	17,376.45	35,000.00	(50.35)%
53090	OTHER MISCELLANEOUS INCOME	65.95	1,169.47	0.00	0.00%
54020	PLANNER- APPLICATION PROCESSIN	2,683.75	4,201.75	10,000.00	(57.98)%
54040	ENGINEER-APPLICATION PROCESSIN	0.00	0.00	500.00	(100.00)%
54050	BLDG.INSP-APPLICATION PROCESSI	1,041.80	7,256.22	5,000.00	45.12%
54100	ANIMAL LICENSE FEES	5.00	29.00	200.00	(85.50)%
54130	FARMERS MARKET BUSINESS LICENS	0.00	210.00	0.00	0.00%
54140	ZONING & SUBDIVISION FEES	0.00	10.00	0.00	0.00%
54150	BUSINESS LICENSE TAX	180.00	4,940.00	12,000.00	(58.83)%
54300	ENCROACHMENT PERMIT FEES	110.00	160.00	400.00	(60.00)%
56150	FRANCHISE FEES	0.00	0.00	6,000.00	(100.00)%
56400	RENT - VERIZON	1,617.45	9,704.70	18,000.00	(46.09)%
56500	RENT - HARBOR LEASE	0.00	0.00	5,000.00	(100.00)%
56650	RENT - SUDDENLINK	0.00	1,967.77	0.00	0.00%
56700	RENT - TOWN HALL	1,075.00	3,980.00	10,000.00	(60.20)%
56800	RENT - MISC	0.00	0.00	500.00	(100.00)%
59999	INTERDEPARTMENTAL TRANSFER INC	0.00	0.00	52,000.00	(100.00)%
	Total Revenue	37,240.52	163,613.40	557,700.00	(70.66)%

City of Trinidad
Statement of Revenues and Expenditures
201 - GFAdmin
From 12/1/2010 Through 12/31/2010

		Current Month	Year to Date	Total Budget - Original	% of Budget
	Expense				
60900	HONORARIUMS	250.00	1,250.00	3,000.00	58.33%
61000	EMPLOYEE GROSS WAGE	6,472.04	25,922.34	46,245.00	43.95%
61470	FRINGE BENEFITS	1,153.86	5,000.06	0.00	0.00%
65000	EMPLOYEE TAXES, INSUR & BENEFI	0.00	0.00	26,247.00	100.00%
65100	DEFERRED RETIREMENT	972.63	4,214.74	0.00	0.00%
65200	MEDICAL INSURANCE AND EXPENSE	306.05	4,696.50	0.00	0.00%
65300	WORKMEN'S COMP INSURANCE	0.00	613.75	0.00	0.00%
65500	EMPLOYEE MILEAGE REIMBURSEMENT	162.00	637.00	1,200.00	46.92%
65600	PAYROLL TAX	640.17	2,611.62	4,721.00	44.68%
68100	FIDELITY BOND	0.00	700.00	700.00	0.00%
68200	INSURANCE - LIABILITY	0.00	5,443.00	5,443.00	0.00%
68300	PROPERTY & CASUALTY	0.00	4,397.00	5,350.00	17.81%
71100	ATTORNEY-MEETINGS	787.50	7,275.00	24,000.00	69.69%
71110	ATTORNEY-ADMINISTRATIVE TASKS	1,137.50	2,000.00	0.00	0.00%
71130	ATTORNEY-LITIGATION	0.00	0.00	5,000.00	100.00%
71210	CITY ENGINEER-ADMIN. TASKS	0.00	5,866.75	6,000.00	2.22%
71220	CITY ENG-APPLICATION PROCESS	0.00	0.00	2,000.00	100.00%
71300	CITY PLANNER-MEETINGS	0.00	2,125.25	2,000.00	(6.26)%
71310	CITY PLANNER-ADMIN. TASKS	0.00	3,762.30	6,000.00	37.30%
71320	CITY PLANNER-APPL. PROCESS	195.00	2,880.00	8,000.00	64.00%
71330	CITY PLANNER-ENFORCEMENT	120.00	120.00	0.00	0.00%
71340	CITY PLANNER - SPECIAL PROJECT	0.00	2,751.00	12,000.00	77.08%
71410	BLDG INSPECTOR-ADMIN TASKS	20.26	60.75	0.00	0.00%
71420	BLDG INSPECTOR-PERMIT PROCESS	415.00	984.00	0.00	0.00%
71430	BLDG INSPECTOR-ENFORCEMENT	0.00	593.00	5,000.00	88.14%
71510	ACCOUNTANT-ADMIN TASKS	1,254.93	11,482.22	10,000.00	(14.82)%
71620	AUDITOR-FINANCIAL REPORTS	6,732.00	6,732.00	10,000.00	32.68%
72000	CHAMBER OF COMMERCE	0.00	0.00	30,000.00	100.00%
75110	FINANCIAL ADVISOR/TECH SUPPORT	290.00	542.44	1,000.00	45.76%
75120	WASTE RECYCLING PICKUP/DISPOSA	0.00	1,040.00	0.00	0.00%
75160	LIBRARY RENT & LOCAL CONTRIB.	0.00	0.00	4,000.00	100.00%
75170	RENT	0.00	0.00	7,800.00	100.00%
75180	UTILITIES	1,548.22	2,206.77	4,000.00	44.83%
75190	DUES & MEMBERSHIP	247.00	247.00	2,000.00	87.65%
75200	MUNICIPAL/UPDATE EXPENSE	350.00	833.06	21,000.00	96.03%
75220	OFFICE SUPPLIES & EXPENSE	66.40	1,906.95	4,500.00	57.62%
75240	BANK CHARGES	0.00	72.80	0.00	0.00%
75300	CONTRACTED SERVICES	0.00	4,200.08	0.00	0.00%
75990	MISCELLANEOUS EXPENSE	350.00	1,027.00	1,000.00	(2.70)%
76110	TELEPHONE	110.02	782.24	3,000.00	73.93%
76130	CABLE & INTERNET SERVICE	160.95	1,076.36	1,500.00	28.24%
76150	TRAVEL	0.00	0.00	1,500.00	100.00%
78160	BUILDING REPAIRS & MAINTENANCE	294.15	1,584.23	1,000.00	(58.42)%
78190	MATERIALS, SUPPLIES & EQUIPMEN	1,789.81	2,619.10	5,000.00	47.62%
	Total Expense	25,825.49	120,256.31	270,206.00	55.49%

City of Trinidad
Statement of Revenues and Expenditures
501 - PW (Public Works)
From 12/1/2010 Through 12/31/2010

		Current Month	Year to Date	Total Budget - Original	% of Budget
	Expense				
61000	EMPLOYEE GROSS WAGE	3,826.80	15,164.70	25,072.00	39.52%
65000	EMPLOYEE TAXES, INSUR & BENEFI	0.00	0.00	11,345.00	100.00%
65100	DEFERRED RETIREMENT	312.37	1,364.09	0.00	0.00%
65200	MEDICAL INSURANCE AND EXPENSE	786.18	4,122.73	0.00	0.00%
65300	WORKMEN'S COMP INSURANCE	0.00	614.51	0.00	0.00%
65600	PAYROLL TAX	321.06	1,283.56	2,560.00	49.86%
71510	ACCOUNTANT-ADMIN TASKS	0.00	942.64	0.00	0.00%
75300	CONTRACTED SERVICES	0.00	0.00	1,000.00	100.00%
78100	STREET MAINT/REPAIR/SANITATION	821.00	11,919.87	24,000.00	50.33%
78110	Street Safety Improvements	0.00	0.00	12,000.00	100.00%
78120	STREET LIGHTING	317.87	1,869.94	4,000.00	53.25%
78125	Street Lighting - Improvements	0.00	0.00	15,000.00	100.00%
78130	TRAIL MAINTENANCE	15,388.50	16,137.56	3,000.00	(437.92)%
78140	VEHICLE FUEL & OIL	284.01	1,253.43	3,000.00	58.22%
78150	VEHICLE REPAIRS	516.19	573.39	0.00	0.00%
78180	OTHER REPAIR & MAINTENENCE	0.00	43.29	0.00	0.00%
78190	MATERIALS, SUPPLIES & EQUIPMEN	92.35	923.46	2,500.00	63.06%
78200	EQUIPMENT REPAIRS & MAINTENANC	0.00	217.39	0.00	0.00%
79150	WATER LINE REPAIR	0.00	32.42	0.00	0.00%
	Total Expense	22,666.33	56,462.98	103,477.00	45.43%

City of Trinidad
Statement of Revenues and Expenditures
301 - Police
From 12/1/2010 Through 12/31/2010

		Current Month	Year to Date	Total Budget - Original	% of Budget
	Expense				
61000	EMPLOYEE GROSS WAGE	2,457.59	11,099.96	23,231.00	52.22%
65000	EMPLOYEE TAXES, INSUR & BENEFI	0.00	0.00	980.00	100.00%
65100	DEFERRED RETIREMENT	41.55	180.05	0.00	0.00%
65200	MEDICAL INSURANCE AND EXPENSE	0.00	133.70	0.00	0.00%
65300	WORKMEN'S COMP INSURANCE	0.00	614.51	0.00	0.00%
65600	PAYROLL TAX	195.58	882.00	2,371.00	62.80%
71510	ACCOUNTANT-ADMIN TASKS	400.65	2,964.57	0.00	0.00%
71620	AUDITOR-FINANCIAL REPORTS	792.00	792.00	0.00	0.00%
75170	RENT	1,300.00	6,500.00	7,800.00	16.67%
75180	UTILITIES	265.29	1,127.30	1,200.00	6.06%
75220	OFFICE SUPPLIES & EXPENSE	105.50	105.50	2,400.00	95.60%
75300	CONTRACTED SERVICES	0.00	0.00	80,000.00	100.00%
75350	ANIMAL CONTROL	113.00	678.00	1,350.00	49.78%
75380	INVESTIGATION	0.00	70.00	0.00	0.00%
76110	TELEPHONE	96.13	468.67	1,800.00	73.96%
76130	CABLE & INTERNET SERVICE	0.00	174.76	0.00	0.00%
78150	VEHICLE REPAIRS	60.00	60.00	0.00	0.00%
78180	OTHER REPAIR & MAINTENENCE	0.00	0.00	500.00	100.00%
85000	CAPITAL OUTLAY	0.00	2,791.75	3,000.00	6.94%
	Total Expense	5,827.29	28,642.77	124,632.00	77.02%

City of Trinidad
Statement of Revenues and Expenditures
401 - Fire
From 12/1/2010 Through 12/31/2010

		Current Month	Year to Date	Total Budget - Original	% of Budget
	Expense				
60900	HONORARIUMS	150.00	750.00	1,800.00	58.33%
75110	FINANCIAL ADVISOR/TECH SUPPORT	0.00	90.00	0.00	0.00%
75180	UTILITIES	86.76	306.54	600.00	48.91%
75260	BACKGROUNDS / EDUCATION	0.00	0.00	1,000.00	100.00%
75300	CONTRACTED SERVICES	0.00	123.00	5,700.00	97.84%
76110	TELEPHONE	13.22	121.07	100.00	(21.07)%
76140	RADIO & DISPATCH	0.00	0.00	1,000.00	100.00%
78140	VEHICLE FUEL & OIL	151.22	151.22	750.00	79.84%
78150	VEHICLE REPAIRS	0.00	0.00	3,000.00	100.00%
78160	BUILDING REPAIRS & MAINTENANCE	0.00	81.21	500.00	83.76%
78180	OTHER REPAIR & MAINTENENCE	0.00	0.00	1,500.00	100.00%
78190	MATERIALS, SUPPLIES & EQUIPMEN	0.00	4,094.97	7,500.00	45.40%
85000	CAPITAL OUTLAY	0.00	0.00	10,000.00	100.00%
90000	Capital Reserves	0.00	0.00	20,000.00	100.00%
	Total Expense	401.20	5,718.01	53,450.00	89.30%

City of Trinidad
Statement of Revenues and Expenditures
601 - Water
From 12/1/2010 Through 12/31/2010

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
	Revenue				
53020	INTEREST INCOME	0.00	0.00	30,000.00	(100.00)%
53080	OTHER FEES FOR SERVICE	0.00	90.00	0.00	0.00%
53090	OTHER MISCELLANEOUS INCOME	180.00	180.00	0.00	0.00%
57100	WATER SALES	16,258.40	111,698.38	210,000.00	(46.81)%
57300	NEW WATER HOOK UPS	0.00	0.00	9,000.00	(100.00)%
57500	WATER A/R PENALTIES	927.18	4,880.22	4,000.00	22.01%
	Total Revenue	17,365.58	116,848.60	253,000.00	(53.81)%
	Expense				
61000	EMPLOYEE GROSS WAGE	9,325.06	39,048.61	72,050.00	45.80%
61470	FRINGE BENEFITS	0.00	0.00	0.00	0.00%
65000	EMPLOYEE TAXES, INSUR & BENEFI	0.00	0.00	36,422.00	100.00%
65100	DEFERRED RETIREMENT	992.98	4,320.40	0.00	0.00%
65200	MEDICAL INSURANCE AND EXPENSE	2,075.61	12,425.61	0.00	0.00%
65300	WORKMEN'S COMP INSURANCE	0.00	1,843.53	0.00	0.00%
65600	PAYROLL TAX	798.21	3,356.23	7,352.00	54.35%
68200	INSURANCE - LIABILITY	0.00	4,000.00	4,000.00	0.00%
68300	PROPERTY & CASUALTY	0.00	2,250.00	3,231.00	30.36%
71110	ATTORNEY-ADMINISTRATIVE TASKS	0.00	0.00	3,000.00	100.00%
71210	CITY ENGINEER-ADMIN. TASKS	0.00	0.00	41,000.00	100.00%
71510	ACCOUNTANT-ADMIN TASKS	467.42	3,905.36	8,000.00	51.18%
71610	AUDITOR-ADMINISTRATIVE TASKS	0.00	0.00	8,000.00	100.00%
71620	AUDITOR-FINANCIAL REPORTS	5,676.00	5,676.00	0.00	0.00%
72100	BAD DEBTS	0.00	94.46	0.00	0.00%
75180	UTILITIES	733.45	7,055.72	14,000.00	49.60%
75190	DUES & MEMBERSHIP	0.00	231.00	1,000.00	76.90%
75220	OFFICE SUPPLIES & EXPENSE	184.62	988.18	2,000.00	50.59%
75230	INTEREST EXPENSE	361.30	1,198.96	1,050.00	(14.19)%
75240	BANK CHARGES	0.00	5.00	0.00	0.00%
75990	MISCELLANEOUS EXPENSE	0.00	58.00	0.00	0.00%
76100	TELEPHONE & COMMUNICATIONS	0.00	49.00	1,500.00	96.73%
76110	TELEPHONE	60.59	555.13	0.00	0.00%
76130	CABLE & INTERNET SERVICE	49.00	245.00	0.00	0.00%
76160	LICENSES & FEES	2,201.17	2,201.17	0.00	0.00%
78140	VEHICLE FUEL & OIL	54.22	673.65	3,000.00	77.55%
78150	VEHICLE REPAIRS	0.00	36.79	1,500.00	97.55%
78160	BUILDING REPAIRS & MAINTENANCE	323.00	1,351.82	1,000.00	(35.18)%
78170	SECURITY SYSTEM	0.00	138.00	1,000.00	86.20%
78190	MATERIALS, SUPPLIES & EQUIPMEN	802.19	3,863.30	5,000.00	22.73%
78200	EQUIPMENT REPAIRS & MAINTENANC	0.00	268.94	0.00	0.00%
79100	WATER LAB FEES	230.00	2,102.01	4,000.00	47.45%
79120	WATER PLANT CHEMICALS	2,570.91	7,103.37	14,000.00	49.26%
79130	WATER LINE HOOK-UPS	0.00	0.00	4,000.00	100.00%
79150	WATER LINE REPAIR	0.00	9,335.50	18,000.00	48.14%
79160	WATER PLANT REPAIR	148.50	4,242.92	10,000.00	57.57%
	Total Expense	27,054.23	118,623.66	264,105.00	55.08%
	Net Income	(9,688.65)	(1,775.06)	(11,105.00)	(84.02)%

City of Trinidad
Statement of Revenues and Expenditures
701 - Cemetery
From 12/1/2010 Through 12/31/2010

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
	Revenue				
53020	INTEREST INCOME	0.00	0.00	5,000.00	(100.00)%
58100	CEMETERY PLOT SALES	2,920.00	5,705.00	8,000.00	(28.69)%
	Total Revenue	2,920.00	5,705.00	13,000.00	(56.12)%
	Expense				
61000	EMPLOYEE GROSS WAGE	1,032.45	4,126.68	6,841.00	39.68%
65000	EMPLOYEE TAXES, INSUR & BENEFI	0.00	0.00	2,946.00	100.00%
65100	DEFERRED RETIREMENT	82.00	358.77	0.00	0.00%
65200	MEDICAL INSURANCE AND EXPENSE	183.53	991.28	0.00	0.00%
65300	WORKMEN'S COMP INSURANCE	0.00	189.08	0.00	0.00%
65600	PAYROLL TAX	85.22	342.98	885.00	61.25%
68200	INSURANCE - LIABILITY	0.00	500.00	500.00	0.00%
75300	CONTRACTED SERVICES	0.00	0.00	500.00	100.00%
78180	OTHER REPAIR & MAINTENENCE	0.00	0.00	500.00	100.00%
	Total Expense	1,383.20	6,508.79	12,172.00	46.53%
	Net Income	1,536.80	(803.79)	828.00	(197.08)%

CONSENT AGENDA ITEM #3

SUPPORTING DOCUMENTATION FOLLOWS WITH: 6 PAGES

3. Revision of MOA with the Trinidad Rancheria for Prop 84 ASBS Project

CONSENT AGENDA ITEM IX.3
Date: February 9, 2011

Item: **REVISION OF MOA WITH THE TRINIDAD RANCHERIA FOR THE PROP 84 ASBS PROJECT**

Background: This item was continued from the previous Council meeting in January.

The City has already approved a Memorandum of Agreement (MOA) with the Trinidad Rancheria for the implementation of the Prop 84 ASBS Grant for the Pier Reconstruction Project. After the approval, a change was requested by the funding agency, the State Water Resources Board.

The change reflects the need for attachments A-C to the MOA. Attachment C is still nota available.

The Rancheria also forwarded a letter requested by the City that demonstrates that the Rancheria has the necessary cash flow needed to proceed with this project.

Staff Recommendation: Approve the proposed amended MOA, if the attachments can be made available.

Attachments: MOA with the Trinidad Rancheria; and
Finance letter from Umpqua Bank.

DRAFT

MEMORANDUM OF AGREEMENT

between

THE CHER-AE HEIGHTS INDIAN COMMUNITY OF THE TRINIDAD RANCHERIA

and

THE CITY OF TRINIDAD

This Memorandum of Agreement identifies and sets forth the joint and individual responsibility of the Cher-Ae Heights Indian Community of the Trinidad Rancheria, hereinafter referred to as the "Rancheria" and the City of Trinidad, hereinafter referred to as the "City" in the administration of the State Water Resources Control Board (SWRCB), Proposition 84 Areas of Special Biological Significance ("ASBS") Grant Program; hereinafter referred to as the "Grantor" for the Trinidad Pier Reconstruction Project, hereinafter referred to as the "Project."

The Rancheria desires to construct a new pier that eliminates the High Threat Discharges, addresses pollutant concerns for a 303(d) Listed Waterbody, and protects beneficial uses in the ASBS. The new pier will capture runoff, which currently drains into the ASBS, and channel it to a land-based, filter-protected infiltration gallery. The Project also includes complete post-project O&M, involving completion of the Rancheria's draft Waterfront Operations Plan with Best Management Practices for the entire Harbor, public education and improvement of the Rancheria's mooring field lease agreements to protect water quality. The Project will immediately improve water quality in the ASBS.

The City desires to assist the Rancheria with the Project and implement long-term public out-reach, support and participation in the protection of the ASBS.

WHEREAS, the Rancheria and the City have previously entered into an MOA in the interest of pursuing storm water improvements to preserve and enhance water quality at the beaches and ocean waters adjoining their facilities and jurisdictions; and

WHEREAS, the City has applied for funding through the Grantor, Proposition 84 Areas of Special Biological Significance Grant Program; and

WHEREAS, the City's proposed Project supports the Grantor's mission and funding priorities for Areas of Special Biological Significance; and

WHEREAS, the City and Grantor plan to execute a proposed 84 Areas of Special Biological Significance Grant Program Grant Agreement ("Grant Agreement") attached hereto as Exhibit A to this MOA.

It is hereby agreed between the Rancheria and the City that, upon execution of the Grant Agreement by the City and the Grantor, the Rancheria and the City will perform the following:

1. The City shall utilize the grant funds for the Project only on reimbursable costs as defined in Proposition 84 Areas of Special Biological Significance Grant Program Guidelines. The specific activities/tasks to be carried out, including activities, objectives and deliverables, are set in Exhibit A, attached hereto and incorporated herein, and Exhibit B, City's grant proposal attached hereto and incorporated herein;

2. The City will have the primary responsibility for Grant and Labor Compliance ; review all grant documents for Project compliance, review all contracts and subcontracts for Project compliance, review insurance and bond requirements for Project compliance, and attend Pre-Bid Meeting for Construction to disseminate compliance requirements;

3. The City shall conduct the necessary inspections of the Project facilities provided under the contract with the contractor, Rancheria representative and authorized agencies, and shall request reimbursements for the payment of subcontractor invoices for work completed during the invoice period. Final acceptance and payment for the work shall not occur until the contractor has corrected all deficiencies identified at the inspection and until the work is in full compliance with the plans, specifications and other contract requirements under this grant.

4. The City will be the Program Administrator. As the Program Administrator for this Project the City will have all fiscal management, progress reporting, and requests for reimbursement responsibility. In general the City will be responsible for meeting the assurances demanded by the Grantor, completing periodic reporting as required and doing the fiscal management for the grant;

5. The Rancheria will be the Project Manager. As the Project Manager the Rancheria will be responsible for the management of the Pier Reconstruction Project and will provide all information as needed to the City to assure timely reporting and reimbursement submittals. In general the Rancheria will be responsible for the day-to-day activities of the Project;

6. The Rancheria will be responsible for the repayment of any and all grant funds that have been disbursed, with interest, should the Project lapse, or be unable to be completed as a result of an act or omission by the Trinidad Rancheria in breach of this MOA;

7. The Rancheria shall be responsible in accordance with acceptable standards and business practices, for the settlement of all contractual and administrative issues arising out of procurement. These issues include, but are not limited to, source evaluation, protests, disputes and claims;

8. The Rancheria shall demonstrate that it has sufficient cash on hand to the reasonable satisfaction of the Grantor to implement this Project, with the understanding that there will be no advance payments, and invoices may only be submitted for work that has been completed and invoiced by subcontractors during the invoice period.

9. The Rancheria will provide any necessary cash flow to the City for the costs associated with work to be performed by the Rancheria or its subcontractors on the Project while the parties await reimbursements from the Grantor for invoiced work.

10. At no time during the Project will the Rancheria represent the City nor will the City represent the Rancheria.

11. The Trinidad Rancheria accepts and agrees to comply with all terms, provisions, conditions, and commitments of this MOA and agrees to perform its obligations and commitments consistent with the assurances, declarations, representations, and commitments made by the Trinidad Rancheria to the City in the [insert specific provisions of named documents] attached hereto as Exhibit C to this MOA and filed in support to the City's request for financial assistance.

12. Notwithstanding any other provision in this MOA (including, without limitation any provision of the Grant Agreement or grant application incorporated in this MOA by reference) to the contrary, nothing in this MOA shall be deemed to be a general wavier of the Trinidad Rancheria's sovereign immunity from suit, which immunity is expressly asserted. Provided, however, that the Trinidad Rancheria hereby expressly unequivocally and irrevocably consents to be sued by the City in any court otherwise having jurisdiction over the subject matter for an action to interpret and enforce this MOA; and provided further that this limited waiver of sovereign immunity is not, and shall not be deemed to be, consent by the Trinidad Rancheria to the levy of any judgment, lien, or attachment upon any of its property, assets or income except for, and limited to, the "Project Assets," which shall be exclusively limited to the future revenues earned from the operation of the pier and gift shop located on the pier. In no instance shall any enforcement of any kind whatsoever be allowed against any assets of the Trinidad Rancheria other than the limited assets of the Trinidad Rancheria specified in this section 12 of this MOA, nor shall this limited waiver of sovereign immunity extend to specific performance, special damages, or special penalties. This limited waiver shall remain in effect for the term of the executed Grant Agreement or, to the extent explicitly required in the Grant

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Agreement, for the useful life of the Project, as the term "useful life of the Project" is defined in Section 39 of the proposed Grant Agreement.

Approval Recommended:

X

Garth Sundberg, Chairman Date
Trinidad Rancheria

X

Stan Binnie Date
Mayor, City of Trinidad

UMPQUA
B·A·N·K

December 21, 2010

Mr. Steve Albright
City Manager
City of Trinidad
PO Box 390
Trinidad, CA 95570

Re: Verification of funds

Dear Mr. Albright:

Please accept this letter as verification that Trinidad Rancheria has deposit accounts with Umpqua Bank which include Trinidad Pier Reconstruction Funds in the Amount of $2,360,624. This amount is available for the Rancheria without restriction for the withdraw.

If you have any questions, please let me know.

Sincerely,

Songmi Sweet
VP Commercial Relationship Manager
(707) 269-3144

CONSENT AGENDA ITEM #4

SUPPORTING DOCUMENTATION FOLLOWS WITH: 30 PAGES

4. Report on Animal Control Ordinances in Trinidad

CONSENT AGENDA ITEM IX.4
Date: February 9, 2011

Item: **REPORT ON ANIMAL CONTROL ORDINANCES IN TRINIDAD**

Background: At the last City Council meeting, the Council members discussed the potential need for animal control services. During that discussion, a number of questions rose regarding the animal control ordinances that already exist in Trinidad that could be enforced.

There are basically three existing ordinances:

1. Original Title 6 of the Municipal Code that deals with animal rules in general, including the requirement that a dog be "under the control" of its owner when not on the premises ("leash requirement");

2. Ordinance 94-1 that deals with animals as a nuisance including barking dogs); and

3. Ordinance 99-2, which prohibits dogs on the Wagner Street Trail (Old Wagon Road Trail).

In addition, another Ordinance was prepared and considered by the City Council in 2006, but no action was taken.

The current weakness of the existing ordinances is their lack of clear penalties for non-compliance. The Council may want to consider a "clean-up" ordinance to address real and perceived problems that now exist.

Staff Recommendation: Accept this staff report, and take whatever other actions are deemed appropriate by the members of the Council, including the potential for the City Attorney to draft revisions to the current ordinances.

Attachments: Existing Ordinances as listed above.

Title 6

ANIMALS

Chapters:

6.04 Dogs

Chapter 6.04

DOGS

Sections:

6.04.010 Short title.
6.04.020 Definitions.
6.04.030 Vicious dog--Investigation.
6.04.040 Vicious dog--Destruction.
6.04.050 Confinement of dogs to owner's premises.
6.04.060 Confinement of dogs in heat.
6.04.070 Vaccination of pups.
6.04.080 Dogs at large on school grounds.
6.04.090 Transportation of dogs within city.
6.04.100 Right of entry.
6.04.110 Interference with enforcement.
6.04.120 Animal control officer.
6.04.130 License--Vaccination.
6.04.140 License--Required.
6.04.150 License--Tax--Payment.
6.04.160 License--Failure to pay tax--Penalties.
6.04.170 License--Duty to collect.
6.04.180 License--Refunds.
6.04.190 License--Issuance.
6.04.200 License--Contents.
6.04.210 License--Expiration.
6.04.220 License--Records.
6.04.230 License--Seeing eye dog.
6.04.240 Tag--Contents.
6.04.250 Tag--Duplicates.
6.04.260 Tag--Display.
6.04.270 Tag--To be attached only to licensed dog.
6.04.280 Tag--Removal.
6.04.290 Tag--Counterfeits.
6.04.300 Exceptions.
6.04.310 Impoundment--Authorization.
6.04.320 Impoundment--Licensed dog--Notice to owner.
6.04.330 Impoundment--Unlicensed dog--Notice to owner.
6.04.340 Impoundment--Right to redeem.
6.04.350 Impoundment--Disposition.

6.04.360 Impoundment--Fee.
6.04.370 Impoundment--Fee--Exception.
6.04.380 Impoundment--Fee--Increase.
6.04.390 Vaccination--Purpose.
6.04.400 Vaccination--Required.
6.04.410 Vaccination--Minimum age.
6.04.420 Revaccination intervals.
6.04.430 Vaccination--Authority of county officers.
6.04.440 Vaccination--Certificate--Forms and contents.
6.04.450 Vaccination--Duplicates--Certificates.
6.04.460 Vaccination--Certificate--Evidence.
6.04.470 Vaccination--Certificate--Misrepresentation.
6.04.480 Vaccination--False certificate prohibited.
6.04.490 Vaccination--Certificate exhibit.
6.04.500 Violation--Penalty.

6.04.010 Short title. This chapter shall be referred to as the "dog license ordinance." (Ord. 88-199 §1, 1988)

6.04.020 Definitions. Whenever in this chapter the following terms are used they shall be deemed and construed to have the meaning ascribed to them in this section unless it is apparent from the context thereof that a different meaning is intended:

"Animal control officer" means the person charged by this chapter with the administration and enforcement of the provisions hereof and whose employment is provided for herein or otherwise by the city together with such deputies as may be allowed to the animal control officer by the city council.

"At large" means any dog off the premises of the owner and not under the control of the owner or some responsible person either by leash, cord, chain or other physical restraint.

"Impounded" means having been received into the custody of any poundmaster.

Owner. Any person keeping or harboring or having custody or control over any dog for fifteen consecutive days shall be deemed to be the owner of such dog within the meaning of this chapter, except any veterinarian duly licensed and practicing as such, and having in his possession or control any dog for the purpose of treatment.

"Primary immunization" means the initial inoculation of a dog with an approved canine rabies vaccine that has been approved for three-year immunity by the Department of Health Services.

"Revaccination" means the inoculation of a dog with an approved canine rabies vaccine that has been approved for three-year immunity by the Department of Health Services.

"Unlicensed dog" means any dog for which the license tax for the current year as provided in this chapter has not

been paid or any dog to which the tag provided for in this chapter is not attached.

"Vicious dog" means any dog which has bitten a person or animal without provocation or which has a disposition or propensity to attack or bite any person or animal. (Ord. 88-199 §§1, 50, 1988)

6.04.030 Vicious dog--Investigation. The animal control officer shall investigate the conditions and behavior of any dog which he has reason to believe is vicious or dangerous and, if he finds such dog to be vicious in its habits, he shall report his findings in writing to the owner of such dog, if the name and whereabouts of such owner are known. (Ord. 88-199 §2, 1988)

6.04.040 Vicious dog--Destruction. Every vicious dog found at large in the city shall be subject to summary destruction. (Ord. 88-199 §3, 1988)

6.04.050 Confinement of dogs to owner's premises. A. No person shall cause, permit or allow any dog or dogs owned, harbored, controlled or kept by him to be at large away from the premises where the same is or are owned, harbored or kept at any time except in the custody and control of the owner or some responsible person duly authorized by the owner. Any such dog found running at large in violation of this provision may be taken up and impounded and shall be released only after payment of the fees required by the Humane Society of Humboldt County Inc.

B. This section shall not apply to any official city police dog while on patrol. (Ord. 88-199 §4, 1988)

6.04.060 Confinement of dogs in heat. All unspayed female dogs shall be strictly confined to the owner's premises when the dog is in breeding condition. Strictly confined to the owner's premises means that such dog shall be confined in a substantial enclosure the interior of which is accessible only by use of a door, gate, lid or barricade, provided that such door, gate, lid or barricade shall be constructed in such a manner so as to prevent access to the interior thereof. (Ord. 88-199 §4.1, 1988)

6.04.070 Vaccination of pups. All dogs under four months of age shall be confined to the premises of or kept under the physical restraint by the owner, keeper or harborer and such restraint shall continue until a period of thirty days has elapsed after vaccination of the particular dog with an approved anti-rabies vaccine. (Ord. 88-199 §4.2, 1988)

6.04.080 Dogs at large on school grounds. No owner or other person in charge of or in control of any dog shall

permit such dog to be at large upon or near any public school grounds. (Ord. 88-199 §4.3, 1988)

6.04.090 Transportation of dogs within city. A. No person shall transport or harbor or keep a dog in or upon a motor vehicle or trailer or any public road or highway unless the dog is safely enclosed within the vehicle or trailer or is protected by cross-tying or by a canopy, cage, container, or other device that will prevent the dog from falling from, being thrown from, or jumping from the vehicle or trailer.

B. The provisions of subsection A of this section shall not apply to any person actively engaged in performing normal ranching or farming duties, or actively engaged in legal hunting activities.

C. Any person who violates any of the provisions of this section shall be guilty of an infraction and upon conviction thereof shall be punished by a fine of twenty-five dollars for the first violation; fine of fifty dollars for the second violation; and a fine of one hundred dollars for each additional violation of this chapter within one year. (Ord. 85-184 §§1--3, 1986)

6.04.100 Right of entry. All persons charged with the duty of aiding in the enforcement of this chapter are empowered, and it shall be their duty, to enter upon any private property where any dog is kept, or believed by them or any of them to be kept, for the purpose of ascertaining whether any such dog is kept or otherwise harbored in violation of the provisions of this chapter. (Ord. 88-199 §5, 1988)

6.04.110 Interference with enforcement. No person shall interfere with, oppose or resist any person charged with the enforcement of this chapter while such person is engaged in the performance of his duties as provided in this chapter. (Ord. 88-199 §6, 1988)

6.04.120 Animal control officer. The public works officer for the city shall serve as the animal control officer. The public works director may assign the duties of the animal control officer to other persons if he deems such assignment necessary to the public safety and to insure the enforcement of the provisions of this chapter. (Ord. 88-199 §6, 1988)

6.04.130 License--Vaccination. No person shall be issued a license under this chapter unless he has first complied with the provisions of this chapter which provides for vaccination against rabies. (Ord. 88-199 §10, 1988)

6.04.140 License--Required. It is unlawful for any person to own, keep or harbor any dog over four months of age within the city for a period of time unless they first procure a license therefor. (Ord. 88-199 §11, 1988)

6.04.150 License--Tax--Payment. The owner of every dog within the incorporated area of the city shall pay annually to the city clerk on or before the first day of July, a license tax thereon and shall be required to pay for such license at said time the sum of twelve dollars for each dog, except that any such license shall be issued for the sum of five dollars for each dog for whom a certificate is presented from a licensed veterinarian that the dog has been spayed or neutered. A grace period of thirty days shall be allowed in the payment of this license tax. (Ord. 88-199 §12, 1988)

6.04.160 License--Failure to pay tax--Penalties. For failure to pay a license tax when due, the city clerk shall add on one hundred percent penalty in addition to the regular license tax amount, beginning on August 1 of each year, or on the 31st day after the dog is brought into the city. (Ord. 88-199 §13, 1988)

6.04.170 License--Duty to collect. It shall be the duty of the city clerk to collect the license taxes provided for in this chapter. (Ord. 88-199 §14, 1988)

6.04.180 License--Refunds. No license tax paid by virtue of the provisions of this chapter shall be returned or refunded without the approval of the city clerk. (Ord. 88-199 §15, 1988)

6.04.190 License--Issuance. It shall be the duty of the city clerk to issue the licenses provided for in this chapter. (Ord. 88-199 §16, 1988)

6.04.200 License--Contents. Each license issued under this chapter shall state the name and residence address of the person to whom such license is issued, the amount paid therefor, the date when issued, the date on which such license shall expire, and shall contain a description of the dog for which such license is issued, and the number of the metallic tag accompanying such license. (Ord. 88-199 §17, 1988)

6.04.210 License--Expiration. All dog licenses shall expire on the 30th day of June next following their issuance. (Ord. 88-199 §18, 1988)

6.04.220 License--Records. It shall be the duty of the city clerk to keep a record of each license issued pursuant to this chapter. (Ord. 88-199 §25, 1988)

6.04.230 License--Seeing eye dog. Any blind person having the custody and control of any seeing eye dog may file an affidavit so stating with the city clerk. Upon receiving the affidavit and a current vaccination certificate, the city clerk shall endorse the license receipt "Blind person - seeing eye dog" and deliver the license without charge. (Ord. 88-199 §26, 1988)

6.04.240 Tag--Contents. With each license issued under this section, there shall be issued by the city and delivered to the person securing the license, a metal tag. The tag shall have imprinted on its face the words: "City of Trinidad" and "Dog License," and shall also contain the serial number of the license and the expiration date of the license. (Ord. 88-199 §19, 1988)

6.04.250 Tag--Duplicates. A duplicate of a lost dog license may be procured upon exhibition of the original license and payment of twenty-five cents therefor. (Ord. 88-199 §20, 1988)

6.04.260 Tag--Display. It is unlawful for an owner of any dog to fail or neglect to keep fastened to such dog the tag provided for in this chapter, except while such dog remains indoors or in an enclosed yard or pen. (Ord. 88-199 §21, 1988)

6.04.270 Tag--To be attached only to licensed dog. It is unlawful for any person to attach any current license tag to any dog other than the dog for which such license tag was originally issued. (Ord. 88-199 §22, 1988)

6.04.280 Tag--Removal. It is unlawful for any person other than the owner to remove from any dog any tag which has been attached to such dog pursuant to the provisions of this chapter. (Ord. 88-199 §23, 1988)

6.04.290 Tag--Counterfeits. It is unlawful for any person to counterfeit or imitate any license tag provided for by this chapter or attach a counterfeit or imitation tag to any dog or to possess any such counterfeit tag. (Ord. 88-199 §24, 1988)

6.04.300 Exceptions. Provisions of this chapter shall not be intended to apply to dogs whose owners are nonresidents, temporarily in the city, nor to dogs brought into the city for the purpose of participating in any dog shows. (Ord. 88-199 §27, 1988)

6.04.310 Impoundment--Authorization. The animal control officer shall receive, take up and impound at the Humane Society of Humboldt County, Inc., any and all dogs

found running at large contrary to the provisions of Sections 6.04.010 through 6.04.300 or in violation of any law of the county or state. (Ord. 88-199 §30, 1988)

6.04.320 Impoundment--Licensed dog--Notice to owner. Upon impounding a licensed dog, the animal control officer shall immediately give notice to the owner, at the address in the license, of the impounding of such dog. Such notice may be given as provided in this code. (Ord. 88-199 §31, 1988)

6.04.330 Impoundment--Unlicensed dog--Notice to owner. Upon impoundment of an unlicensed dog, the animal control officer shall immediately give notice to the owner, if known, of the impounding of such dog. (Ord. 88-199 §32, 1988)

6.04.340 Impoundment--Right to redeem. Any impounded dog, licensed, or unlicensed, may be redeemed by the owner thereof by contacting the Humane Society of Humboldt County, Inc., and complying with all the said Humane Society's requirements for redemption of dogs. (Ord. 88-199 §33, 1988)

6.04.350 Impoundment--Disposition. All dogs impounded in accordance with the provisions of this chapter shall be disposed of in accordance with the rules and regulations of the Humane Society of Humboldt County, as governed by the laws of the county of Humboldt and the state. (Ord. 88-199 §34, 1988)

6.04.360 Impoundment--Fee. The city may charge those city residents who own dogs that may be impounded at the Humane Society of Humboldt County, Inc., for fees charged the city by the Humane Society associated with the owner's respective dogs(s). (Ord. 88-199 §35, 1988)

6.04.370 Impoundment--Fee--Exception. Section 3.04.360 of this chapter shall not be applicable to any city dog owner who establishes that he or she has directly paid to the Humane Society of Humboldt County, Inc., those impoundment fees associated with his or her dog(s). (Ord. 88-199 §36, 1988)

6.04.380 Impoundment--Fee--Increase. The city may, from time to time, increase the fees charged those city dog owners whose dog(s) are impounded at the Humane Society, so that such charge equals the charge to the city by the Humane Society for the impoundment of the respective dog(s), should the Humane Society increase the charge to the city for the impoundment of the dog(s). (Ord. 88-199 §37, 1988)

6.04.390 Vaccination--Purpose. It is declared that this chapter is enacted for the purpose of the preservation of the public health, safety and welfare in connection with the protection of human beings from being bitten by rabid dogs. (Ord. 88-199 §61, 1988)

6.04.400 Vaccination--Required. No person shall own or harbor any dog over four months which has not been vaccinated by a duly licensed veterinarian in accordance with Section 6.04.420. (Ord. 88-199 §51, 1988)

6.04.410 Vaccination--Minimum age. Four months will remain the minimum age at which rabies immunization of dogs can be accepted for compliance with dog license requirements. (Ord. 88-199 §52, 1988)

6.04.420 Revaccination intervals. A. The interval for revaccination of dogs given primary immunization between the ages of four to twelve months will be twelve months.

B. The interval for revaccination of dogs given rabies vaccination at ages over one year will be at least once every three years. (Ord. 88-199 §53, 1988)

6.04.430 Vaccination--Authority of county officers. This chapter is in furtherance of the program of the county of vaccination of dogs against rabies whereby the county livestock inspector of the county of Humboldt is authorized by the county and directed by the county as follows:

A. To approve such vaccine or vaccines as he may find suitable for providing, by inoculation, two-year immunity of dogs from rabies, to promulgate his findings and approval and to file a statement of his findings and approval in the office of the county health officer as a public record.

B. To prescribe the form or forms of certificates to be used by duly licensed veterinarians under the provisions hereof, to file such approved form or forms in the office of the county health officer of the county of Humboldt as a public record, and to distribute samples of such form or forms to duly licensed veterinarians practicing in this county upon request being made by them. (Ord. 88-199 §54, 1988)

6.04.440 Vaccination--Certificate--Forms and contents. After vaccination of any dog, such veterinarian shall sign a certificate in triplicate containing the following information:

A. The name and address of the owner or harborer of the vaccinated dog.

B. The name, age, breed, color, sex and use of the vaccinated dog.

Such veterinarian shall immediately present the original certificate to the owner or harborer of the dog, a

duplicate copy of the certificate to the city clerk and the triplicate copy shall be retained by the veterinarian. All such certificates shall be on a form approved by the clerk of the county. (Ord. 88-199 §55, 1988)

6.04.450 Vaccination--Duplicates--Certificates. The duplicate copy of the certificate shall be mailed to the city clerk who shall retain and file this copy of the certificate. (Ord. 88-199 §56, 1988)

6.04.460 Vaccination--Certificate--Evidence. Possession of a certificate of vaccination on a duly approved form signed by a duly licensed veterinarian shall be prima facie evidence of vaccination of the dog referred to thereon on the date indicated on the certificate. (Ord. 88-199 §57, 1988)

6.04.470 Vaccination--Certificate--Misrepresentation. No person shall represent that any vaccination certificate in his possession or under his control was issued as a result of his vaccination of any dog other than the dog that was in fact vaccinated. (Ord. 88-199 §58, 1988)

6.04.480 Vaccination--False certificate prohibited. No person shall make use of or have in his possession or under his control a stolen, counterfeit or forged vaccination certificate. (Ord. 88-199 §59, 1988)

6.04.490 Vaccination--Certificate exhibit. No person who owns or harbors any dog shall fail or refuse to exhibit the certificate required herein upon demand. (Ord. 88-199 §60, 1988)

6.04.500 Violation--Penalty. A violation of any of the provisions of this chapter shall be an infraction. Each violation hereof shall be punishable by the penalties authorized by Government Code Section 36900. (Ord. 90-204 §2(L), 1990; Ord. 88-199 §70, 1988)

ORDINANCE NO. 94-1

AN ORDINANCE OF THE CITY OF TRINIDAD ADDING CHAPTER 6.05 TO THE TRINIDAD MUNICIPAL CODE, DEALING WITH ANIMALS DECLARED TO BE A NUISANCE.

The City Council of the City of Trinidad does hereby ordain as follows:

SECTION 1. A new chapter 6.05 is hereby added to the Trinidad Municipal Code as follows:

SECTION 2. Section 6.05.010 - Animals Declared to be a Nuisance

It is hereby declared to be a nuisance and it shall be unlawful to keep, maintain, or permit on any lot or parcel of land any animal, poultry, or household pet which by any sound, smell, or cry should unreasonably disturb the peace of any neighborhood, or interfere with any person or prevent the reasonable enjoyment of life or property.

SECTION 3. Section 6.05.020 - Public Nuisance; Punishment

Every person who maintains or commits any public nuisance, the punishment for which is not otherwise prescribed, or who willfully omits to perform any legal duty relating to the removal of a public nuisance, is guilty of a misdemeanor.

SECTION 4. This Ordinance shall take effect thirty (30) days after its passage.

Passed, Approved, and Adopted this 11th day of MAY 1994 by the following roll call vote:

AYES: ODOM, KIRK, SAUNDERS, GLOBUS

NOES: EMERSON

ABSTAIN: 0

ABSENT: 0

Tom Odom
, Mayor
City of Trinidad

ATTEST:

Janelle Case
Janelle Case, City Clerk
City of Trinidad

ORDINANCE NO. 99-2

AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF TRINIDAD
AMENDING THE TRINIDAD MUNICIPAL CODE

TITLE 6, ANIMALS
CHAPTER 6, DOG PROHIBITIONS

The City Council of the City of Trinidad does ordain as follows:

Section 1: Title 6, Animals, Chapter 6, Dog Prohibitions, is hereby added to the Trinidad Municipal Code as follows:

SEC. 6.06.01. Dog Prohibitions on Wagner Street Trail.

It shall be unlawful for the owner or person in charge of or in control of a dog to permit such dog, either leashed or unleashed, to enter or be in or upon that portion of the Indian Beach public access known as the Wagner Street Trail beginning at its western most point, and continuing southeasterly along the Trail to its junction with Parker Creek Trail.

Section 2: This ordinance will take effect thirty (30) days after the date of its adoption.

Dated: April 14, 1999

ATTEST:

City Clerk, City of Trinidad

APPROVED:

Mayor, City of Trinidad

Clerk's Certificate

I hereby certify that the foregoing is a true and correct copy of Ordinance No. 99-2, passed and adopted at a regular meeting of the City Council of the City of Trinidad, Humboldt County, California, on the 14 day of April, 1999, by the following vote:

AYES: Twoomey, Wilbur, Hogan, Titchenell, Cuthbertson
NOES: None
ABSENT: None

City Clerk, City of Trinidad

CLERK'S CERTIFICATE

THIS IS TO CERTIFY that the attached is a true and correct copy of Ordinance No. 99-2 of the City of Trinidad. Said Ordinance 99-2 was introduced and read at the regular meeting for the City Council of the City of Trinidad, California, held March 10, 1999. This Ordinance, again read at the regular meeting of the City Council of the City of Trinidad, held April 14, 1999, and at the time, passed by roll call vote, the vote on the adoption of the Ordinance being as follows:

AYES: Twoomey, Wilbur, Hogan, Titchenell, Cuthbertson

NAYS: None

ABSENT: None

Alex Brehm
City Clerk
City of Trinidad

(CHANGES TO THE ORDINANCE ARE IDENTIFIED IN ITALIC PRINT).

[NOTES: (1) any section listed by number only, e.g. 6.04.100, or with only a citation after is, e.g. 6.04.180 License-Refunds. (Ord. 88-199§15, 1988), is unchanged from the current Municipal Code; (2) comments in italics following a section explain the changes in that section from the current Municipal Code.]

ORDINANCE 2006 - ____

AN ORDINANCE OF THE CITY OF TRINIDAD REVISING CHAPTER 6 OF THE TRINIDAD MUNICIPAL CODE DEALING WITH ANIMALS AND AMENDING CHAPTER 12, SECTION 12.12.040(B) RELATING TO DOGS ON TRINIDAD HEAD.

(PROPOSED CHAPTER 6 - ANIMALS - 03/08/06)

Title 6
ANIMALS

Chapters:

6.04 Dogs - General
6.05 Nuisance animals
6.08 Dog Prohibitions

Chapter 6.04

DOGS-GENERAL

Sections:

6.04.010 Short Title.
6.04.020 Definitions.
6.04.030 Vicious dog - Investigation.
6.04.035 Dangerous dog - Investigation.
6.04.040 Vicious dog - Bites.
6.04.045 Public nuisance dogs
6.04.050 6.04.060 6.04.070
6.04.080 Dogs on school grounds.
6.04.085 Dogs in specified areas.
6.04.090 6.04.100 6.04.110 6.04.120 6.04.130 6.04.140
6.04.150 License - Tax - Payment.
6.04.160 6.04.170 6.04.180 6.04.190 6.04.200 6.04.210
6.04.220 6.04.230 6.04.240 6.04.250
6.04.260 Tag - Display.
6.04.270 6.04.280 6.04.290
6.04.300 Exceptions.
6.04.310 Impoundment - Authorization.
6.04.320 6.04.330
6.04.340 Impoundment - Right to redeem.
6.04.350 Impoundment - Disposition.
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6.04.010 Short Title. This chapter shall be referred to as "dog regulations."

6.04.020 Definitions. Whenever in this chapter the following terms are used they shall be deemed and construed to have the meaning ascribed to them in this section unless it is apparent from the context thereof that a different meaning is intended:

"Animal Control Officer" means the person charged by this chapter with the administration and enforcement of the provisions hereof and whose employment is provided for herein or otherwise by the city together with other authorized employees as may be designated by the City Council or Chief of Police. *[Allows "other employees" to be authorized; allows Police Chief to authorize employee]*

"At large" (also **"off leash"**) means any dog off the premises of the owner and not under the control of the owner or some responsible person either by leash, cord, chain, or other physical restraint. [*Clarifies "at large."*]

"Care and command": a dog must be under the care and command of the person responsible for it, whether the dog is leashed, or off leash at a designated beach. "Care and command" means that the dog will respond to verbal calls, whistles, or other signals by modifying its behavior, and/or returning to the responsible person if called. [*Definition required if dogs are allowed off leash on beaches.*]

"Enclosure" means a fence or structure suitable to prevent the entry of young children and which is suitable to confine a vicious dog in conjunction with other mesures which may be taken

by the owner or keeper. The enclosure shall be securely locked and have secure sides, top, and bottom sufficient to prevent the animal from escaping. [*Added from County ordinance.*]

"Impounded" means have been received into the custody of any poundmaster or County Animal Shelter officer. [*Adds "County Animal Shelter" to definition.*]

"Leash" means a physical connection between a dog and the person in control of the dog; must be a physical connection such as a cord, chain, or other physical restraint. [*Clarifies definition of "leash."*]

"Local Health Officer" means the County Health Officer.

"Owner" means any person keeping or harboring or having custody or control over any dog within the meaning of this chapter, except any veterinarian duly licensed and practicing as such, and having in his possession or control any dog for the purpose of treatment. [*Deletes "15 consecutive days" requirement.*]

" Potentially Dangerous dog" means any dog whose behavior without provocation requires a defensive action by any person to prevent bodily injury when the person and the dog are off the property of the owner or keeper of the dog, indicating a disposition or propensity to attack or bite a person or animal. "Dangerous dog" does not mean any dog in a situation in which it is shown that the person or domestic animal which was attacked, threatened, or menaced had:

a. Provoked, tormented, teased, or abused the dog into the behavior alleged; or
b. Committed a wilful trespass or other tort or crime upon the private property of the owner or person in control of the dog; or
c. Threatened or committed an unprovoked assault or battery against the owner or person in control of the dog. [*Distinguishes a threatening dog from one that actually bites; allows better law enforcement by clarifying circumstances in which a dog can be threatening but the owner not cited due to migitgating circumstances listed in the definition.*]

"Primary immunization" ...(unchanged)

"Revaccination" ...(unchanged)

"Severe injury" means any physical injury to a human being that results in muscle tears, broken bones, or disfiguring lacerations that requires multiple sutures or corrective cosmetic surgery. [*Added from County ordinance.*]

"Unlicensed dog"...(unchanged)

"Vicious dog" means:

a. Any dog which has, without provocation due to the circumstances listed in the definition of "Dangerous dog," bitten a person or animal off the property of the owner or keeper of the dog, or
b. Any dog previously determined to be a potentially dangerous dog which, after its owner or keeper has been notified of this determination continues the behavior described in this section or is maintained in violation of this Chapter. [*Deletes "or which has a disposition*

or propensity to attack or bite any person or animal." Clarified by "dangerous dog" sections.]

6.04.030 Dangerous dog - Investigation. The animal control officer/police officer shall investigate the conditions and behavior of any dog which he has reason to believe is dangerous and, if he finds such dog to be dangerous in its habits, he shall report his findings in writing to the owner of such dog, if the name and whereabouts of such owner are known. ~~The City Council shall establish an appeal process led by an appeal hearing officer from another agency if the owner of the dog contests the designation of the dog as "dangerous." The decision of the appeal hearing officer shall be final~~. [*Allows dog's behavior to be assessed; if "dangerous" allows an appeal hearing.*]

6.04.035 Vicious dog - Investigation. The animal control officer/police officer shall investigate the report of any dog bite to a person ~~or animal~~. Any dog that bites a person ~~or animal~~ and that the animal control officer or other authorized agents deems to be vicious, shall be taken to the County Animal Shelter for observation under quarantine and a hearing held apursuant to provisions in this Chapter. [*Involves only bites (or reports of bites); if bite or vicious will use Co. Shelter for observation. County only investigates bites to humans, not other animals.*]

6.04.040 Vicious dog - Bites. Any dog which bites a person ~~or animal~~ without provocation shall be taken to the County Animal Shelter for observation and possible destruction, according to laws and procedures governing the operation of the Animal Shelter, including provisions in the contract between the City and County for Animal Shelter services and subject to the appeal process established in this Chapter. [*Current ordinance requires "summary destruction" of vicious dog.*]

6.04.045 Public Nuisance Dogs Defined. "Public nuisance dog " shall mean any dog which gives offense to human senses or substantially interferes with the rights of persons, other than its owner or keeper, to the enjoyment of life or property. The term shall include, but not be limited to, any dog which:

(a) on three separate occasions within a thirty-six month period has been cited, or impounded for being off its owner's or keeper's property in violation of any state or local law prohibiting the running at large of dogs.

(b) Causes damage to the property of anyone other than its owner or keeper.

(c) Harasses or intimidates persons on public property or private property other than that owned or under the control of its owner or keeper.

(d) Repeatedly chases vehicles that are not on its owners property.

(e) Makes disturbing noises such as barking, howling, whining, or other utterance to the annoyance, disturbance, or discomfort of neighbors or others in the vicinity of the property where the dog is maintained.

(f) Has been allowed by its owner or keeper to produce odors which annoy, disturb, or cause discomfort to persons in the vicinity of the property where the dog is maintained.

(g) Is one of a number of dogs or other animals maintained on the property owned or controlled by its owner or keeper so as to be offensive to persons or dangergous to the public health.

(h) Has, when unprovoked, bitten any person who is lawfully on the owner's or keeper's property causing minor injury. [*6.04.045 Added from County Ordinance.*]

6.040.050 Confinement of dogs to owner's premises.

A. No person shall cause, permit or allow any dog or dogs owned, harbored, controlled or kept by him to be at large away from the premises where the same is or are owned, harbored or kept at any time except in the custody and leashed control of the owner or some responsible person duly authorized by the owner. Any such dog found running at large in violation of this provision may be taken to the County Animal Shelter and released only after payment of fees established by the City of Trinidad and/or Humboldt County.

B. This section shall not apply to any official city police dog while on patrol. [*Same as 1988 ordinance, but substitutes Co. Shelter and City for Humane Society fees.*]

6.04.060 Confinement of dogs in heat. (Ord. 88-100 §4.1, 1988)

6.04.070 Vaccination of pups. (Ord. 88-100 §4.2, 1988)

6.04.080 Dogs on school grounds. No owner or other person in charge of or in control of any dog shall permit such dog to be at large upon or near public school grounds. Dogs under the leashed control of the owner or other person in control may be allowed on school grounds when school is not in session, or when school is in session with the permission of the Principal/Superintendent or when exempted by law. [*Allows leashed dogs on school grounds after hours, when school grounds are a City park.*]

6.04.085 Dogs In Specified Areas: [Note: two alternative wording proposed.]

A. Leashed dogs are allowed on the grounds of the Trinidad Municipal Cemetery. No unleashed dog is allowed on the cemetery grounds. [*Allows paying respects with leashed dog.*]

B. It is unlawful for any person to cause or allow any dog or dogs, whether leashed or unleashed, to be present in the 12.5 acre City property south of the Memorial Lighthouse except for leashed dogs accompanying a person on designated trails or on the adjoining beach. [*Protects Native American resources from wandering, digging dogs.*]

Persons violating this provision are guilty of an infraction.

C. No unleashed dogs are allowed on Trinidad Head. Leashed dogs are allowed on Trinidad Head only on roads and designated trails. [Amends 12.12.040(B) of the Municipal Code.(Ord. 90-204 §2(P), 1990; Ord. 176 §7, 1983)] [*Current ordinances prohibit dogs on the Head.*]

D. On City beaches designated by Council Resolution, dogs are allowed off leash but must be under the "care and command" of the person responsible for the dog(s). A person who allows a

dog at a beach to be unleashed and not under his care and command is guilty of an infraction and may be cited and fined as per this ordinance and City Council Resolution. [OR]
D. Dogs are not allowed off leash at any beach within Trinidad City limits. [*Two options for dogs on beaches.*]

[OR] The Council, by Resolution, shall specify areas where dogs are not allowed and where dogs are allowed to be off leash.

6.04.090 Transportation of dogs within city. (Ord. 85-184 §§1-3, 1986)

6.04.100 Right of entry. (Ord. 88-199 §5, 1988)

6.04.110 Interference with enforcement. (Ord. 88-199 §6, 1988)

6.04.120 Animal control officer. (Ord. 88-199 §6, 1988)

6.04.130 License-Vaccination. (Ord. 88-199 §10, 1988)

6.04.140 License - Required. (Ord. 88-199 §11, 1988)

6.04.150 License-Tax-Payment. The owner of every dog within the incorporated area of the city shall pay annually to the city clerk on or before the first day of July, a license tax thereon and shall be required to pay for such license at said time such fees as established by Council Resolution. A grace period of thirty days shall be allowed in the payment of this license tax. [*Current ordinance sets a dollar limit, making fee changes difficult; proposal allows Council to adjust fees by Resolution.*]

6.04.160 License - Failure to pay tax - Penalties. (Ord. 88-199 §13, 1988)

6.04.170 License - Duty to collect. (Ord. 88-199 §14, 1988)

6.04.180 License - Refunds. (Ord. 88-199 §15, 1988)

6.04.190 License - Issuance. (Ord. 88-199 §16, 1988)

6.04.200 License - Contents. (Ord. 88-199 §17, 1988)

6.04.210 License - Expiration. (Ord. 88-199 §18, 1988)

6.04.220 License - Records.(Ord. 88-199 §25, 1988)

6.04.230 License - Seeing eye dog. (Ord. 88-199 §26, 1988)

6.04.240 Tag -Contents. (Ord. 88-199 §19, 1988)

6.04.250 Tag - Duplicates. (Ord. 88-199 §20, 1988)

6.04.260 Tag - Display. It is unlawful for an owner of any dog over four months of age to fail or neglect to keep fastened to such dog the tag provided for in this chapter. [*Current ordinance allows tags off dog when indoors or in the yard; if dog escapes would be difficult to return to owner.*]

6.04.270 Tag - To be attached only to licensed dog. (Ord. 88-199 §22, 1988)

6.04.280 Tag - Removal. (Ord. 88-199 §23, 1988)

6.04.290 Tag - Counterfeits. (Ord. 88-199 §24, 1988)

6.04.300 Exceptions.

A. Sections 6.04.030 through 6.04.120 inclusive shall apply to all dogs in the city, whether owned by residents or non-residents, even if temporarily in the city.

B. Sections 6.04.130 through 6.04.290 inclusive shall not apply to dogs whose owners are non-residents, temporarily in the city, nor to dogs brought into the city for the purpose of participating in any dog shows. [*Current ordinance exempts non-residents from leash laws and all other requirements; proposal exempts such dogs from licensing requirements only.*]

6.04.310 Impoundment - Authorization. The animal control officer, or other agents authorized by the City Council, shall receive, take up and may impound at the Humboldt County Animal Shelter, any and all dogs found running at large contrary to the provisions ~~of Sections 6.04.010 through 6.04.300~~ this Chapter or in violation of any law of the county or state. Before impounding the animal, the animal control officer/police officer shall attempt to return the animal to its owner. If the same dog has previously been found at-large and returned to the owner three times in the past twelve months, the animal may be taken directly to the County Shelter. [*Substitutes Co. Shelter for Humane Society; states intent to return animal to owner first.*]

6.04.320 Impoundment - Licensed dog - Notice to owner. (Ord. 88-199 §31, 1988)

6.04.330 Impoundment - Unlicensed dog - Notice to owner. (Ord. 88-199 §32, 1988)

6.04.340 Impoundment - Right to redeem. Any impounded dog, licensed, or unlicensed, may be redeemed by the owner thereof by first contacting the City of Trinidad City Clerk or Police Department and then the Humboldt County Animal Shelter and complying with all said agencies' requirements for redemption of dogs. [*Substitutes "Co. Shelter" for "Humane Society"*]

6.040.350 Impoundment - Disposition. All dogs impounded in accordance with the provisions of this chapter shall be disposed of in accordance with the rules and regulations of the Humboldt County Animal Shelter, as governed by the laws of the County of Humboldt and the State. [*Substitutes "Co. Shelter" for "Humane Society"*]

6.040.360 Impoundment/Release Fees - Owner. The City Council shall set administrative procedures and processing fees to be paid to the City by a Trinidad dog owner before any impounded dog belonging to the owner is released by the County. [*Establishes City's right to collect fees from owners whose animal is taken to the Co. Shelter.*]

6.04.370 Impoundment Fees - County. The City may recoup fees charged to it by the County by charging the owners of dogs impounded at the Humboldt County Animal Shelter those charges associated with the owner's respective dog(s). The City may recoup only actual costs charged by the County.

6.04.375 Impoundment/Release Policy. The owner of any dog from the City of Trinidad impounded at the County Animal Shelter shall comply with established animal release policies approved by the City Council. No owner shall go directly to the County Animal Shelter to have such animal released. [*Current ordinance exempts owners from having to pay the City if they pay the Co. directly; proposal allows City to collect fees prior to dog's release from Co. Shelter.*]

6.04.380 Impoundment - Fee - Increase. The City Council may, by Resolution, increase the fees charged those city dog owners whose dog(s) are impounded at the Humboldt County Animal Shelter, so that such charge equals the charge to the city by the County for the impoundment of the respective dog(s), should the County increase the charge to the City for the impoundment of the dog(s). [*Allows City to adjust fees by Resolution to equal Co. charges and should the Co. increase their fees to the City.*]

6.04.390 Vaccination - Purpose. (Ord. 88-199 §61, 1988)

6.04.400 Vaccination - Required. (Ord. 88-199 §51, 1988)

6.04.410 Vaccination - Minimum age. (Ord. 88-199 §52, 1988)

6.04.420 Revaccination intervals. (Ord. 88-199 §53, 1988)

6.04.430 Vaccination - Authority of county officers. (Ord. 88-199 §54, 1988)

6.04.440 Vaccination - Certificate - Forms and contents. After vaccination of any dog, such veterinarian shall sign a certificate containing the following information:

A. The name and address of the owner or harborer of the vaccinated dog.

B. The name, age, breed, color, sex and use of the vaccinated dog.

Such veterinarian shall immediately present the original certificate and one or more copies to the owner or harborer of the dog. A copy shall also be retained by the veterinarian. All such certificates shall be on a form approved by the clerk of the county. [*Current ordinance requires a form "in triplicate," something many vets do not use; proposal simply specifies information on the certificate.*]

6.04.450 Vaccination - Duplicates - Certificates. A copy of the vaccination certificate shall be mailed or delivered to the city clerk who shall retain and file this copy of the certificate. [*Current ordinance requires vet to send certificate to City Clerk, something vets do not do; proposal simply requires someone (owner) to get the form to the City Clerk.*]

6.04.460 Vaccination - Certificate - Evidence. (Ord. 88-199 §57, 1988)

6.04.470 Vaccination - Certificate - Misrepresentation. (Ord. 88-199 §58, 1988)

6.04.480 Vaccination - False certificate prohibited. (Ord. 88-199 §59, 1988)

6.04.490 Vaccination - Certificate exhibit. (Ord. 88-199 §60, 1988)

6.04.500 Duty to care for animals.

A. No person owning or having custody or control of any dog shall knowingly or through failure to exercise due care or control permit such dog to defecate in any public beach, trail, school ground or other public place, including the sidewalk or parkway of any street, or upon any private property without the consent of the owner or lawful occupant thereof. A person shall not be considered in violation of this subsection if the person has necessary equipment, e.g., shovel, bag, etc., readily available and does immediately take necessary action to accomplish removal of fecal matter left by the dog. This section shall not apply to guide dogs for blind or disabled persons.

B. Any person violating any of the provisions of this section shall be guilty of an infraction and subject to citation and penalties established by City Council Resolution.

C. The Animal Control Officer shall cause signs to be posted notifying persons owning or in control of animals of their obligation to comply with the provisions of this section and the penalties for violation hereof. [*Establishes "poop clean-up" policies and procedures along with enforcement guidelines; requires signs to be posted about clean-up requirements.]*

6.04.510 Hearing and Appeal Process.

(a) For leash law violations involving dogs at large there is no appeal process.

(b) Hearing Entity/Officer defined. For the purpose of this Chapter, the hearing entity or officer shall be the Chief of Police or another official authorized by the City Council. The Hearing Officer may be an official from another jurisdiction.

(c) Procedure for declaring a dog potentially dangerous, vicious, or a nuisance.

If an Animal Control Officer or a law enforcement officer has investigated and determined that there exists probable cause to believe that a dog is potentially dangerous, vicious, or a nuisance, the Animal Control Officer or his designee, shall petition the City Council for a hearing for the purpose of determing whether or not the dog in questins should be declared potentially dangerous, vicious, or a nuisance. Whenever possible, any complaint received from a member of the public which serves as the evidentiary basis for the animal control officer or law enforcement officer to find probable cause shall be sworn to and verifieed by the complainant and shall be attached to the petition. The Police Chief shall notify the owner or keeper of the dog that a hearing will be held by the hering entity at which time he or she may present evidence as to why the dog should not be declared potentially dangerous, vicious, or a nuisance. Said evidence may be offered either written or oral by the owner of the dog or any interested citizen, including animal control officers, humane officers, or peace officers, and shall be sworn to and/or signed under declaration of penalty of perjury.

(d) Notice of hearing, determination

The owner or keeper of the dog shall be served with notice of the hearing and a copy of the petition, either personally or by first-class mail with return receipt requested. The hearing shall be held promptly within no less than five working days nor more than ten working days

after service of notice upon the owner or keeper of the dog. The hearing shall be open to the public. The hearing entity may admit into evidence all relevant evidence, including incident reports and the affidavits of witnesses, limit the scope of discovery, and may shorten the time to produce records or witnesses. The hearing entity may find, upon a preponderance of the evidence, that the dog is potentially dangerous, visious, or a nuisance, and make other orders authorized by this Chapter.

(e) Notice of determination

After the hearing coducted pursuant to section 6.04.550 (c), the owner or keeper of the dog shall be notified in writing of the determination and
orders isued, either personally or by first-class mail postage prepaid by the hearing entity. If a determination is made that the dog is potentially dangerous, vicious, or a nuisance, the owner or keeper shall comply with the provisions of this Chapter in accordance with a time schedule established by the Police Chief, but in no case more than thirty calendar days after the date of the determination or thirty-five calendar days if notice of the determination is mailed to the owner or keeper of the dog.

(f) Appeal

If the petitioner or the owner or keeper of the dog contests the determination of the hearing entity, he may, within five working days of the receipt of the notice of determination, appeal the decision of the hearing entity to the Humboldt County Superior Court pursuant to Food and Agricultural Code §31622. The party seeking the appeal shall serve personallly or by first-class mail, postage prepaid, notice of the appeal upon the other party within two working days of the notice of appeal.

(g) Effect of failure to appear at hearing

The hearing entity of original jurisdiction or the court hearing the appeal may decide all issues for or against the owner or keeper of the dog even if the owner or keeper fails to appear at the hearing.

(h) Finalty of appeal

The determination of the court hearing the appeal shall be final and conclusive on all parties. [*6.04.510 - .090 Added 2/15/06 as per Chief Thrailkill. Based on County Ordinances*]

6.04.520 Seizure and Immediate Impoundment - Threat to Safety.

If upon investigation the Animal Control Officer or law enforcement officer determines that probable cause exists to believe the dog in question poses an immediate threat to public safety theofficer may seize and impound the dog pending the hearing or determination provided for in section 6.04.510. The owner or keeper of the dog shall be liable to the City and County for the costs and expenses of processing and keeping the dog if the dog is later determined to be potentially dangerous or vicious. If public safety is adequately assures, the Police Chief may permit the dog to be confined at the owner's expense in an approved kennel or veterinary facility or on the owner's premises.

6.04.530 When Dogs May Not Be Declared Potentially Dangerous, Vicious, or a Public Nuisance.

No dog may be declared potentially dangerous, vicious, or a nuisance if any injury or damage is sustained by a person who, at the time of the injury or damage was sustained was committing a willful trespass or othertort upon premises occupied by the owner or keeper of the dog, or was teasing, tormenting, abusing, or assaulting the dog, or was committing or attempting to commit a crime. No dog may be declared potentially dangerous, vicious, or a nuisance if the dog ws protecting or defending a person within the immiediate vicinity of the dog from an unuustified attack or assaualt. No dog may be declared potentially dangerous, vicious, or a nuisance if an injury or damage was sustained by a domestic a nimal which at the time of the injury or damage was sustained was teasing, tormenting abusing or assaulting the dog.

6.04.540 Disposition of Potentially Dangerous or Vicious Dog(s)

(a) All dogs which have been determined by the hearing entity to be potentially dangerous dogs or vicious dogs shall be properly licensed and vaccinated. The status of the dog shall be included in the licensing records either after the owner or keeper has agreed to the designation or the hearing entity has determined that the designation applies to the dog. An additional fee of twice the applicable license fee shall be charged for maintaining this additional information in the records.

(b) A potentially dangerous or visious dog while on the owner's property shall, at all times, be kept indoors, or in an enclosure as definded in section 6.04.020. A potentially dangerous dog may be off the owner's property only if it is restrained by a substantial leash or within an enclosed bvehicle. A vicious dog may be off the owner's property if the owner complies with section 6.04.550.

(c) The owner of a potentially dangerous or vicious dog shall notify the Police Chief, in writing, withing two working days if the dog in question dies, is sold, transferred, or permanently removed from the City.

(d) Owners of potentially dangerous or vicious dogs shall notify in writing any person to whom the dog is sold that the dog is potentially dangerous or vicious.

6.06.550 Disposition of Vicious Dogs. In addition to the dispositions in section 6.04.540, upon a determination by the hearing entity that a dog is a vicious dog, the following shall apply:

(a) A dog which has been determined to be vicious pursuant to the provisions in this Chapter shall not be licensed unless the owner or keeper of the vicious dog is 18 years of age or older and meets the following requirements:

(b) Provide proof to the Police Chief that the owner or keeper has procured liability insurancee in the amount of at least one hundred thousand ($100,000) covering any damage or injury which may be caused by the
vicious dog during the 12-month period for which the licensing is sought.

(c) The owner or keeper, at his own expense, and within two working dayd of receipt of notice of determination that the dog is vicious shall provide the Police Chief with two current color photographs of the dog which show the animal in a standing position.

(d) The owner or keeper shall display a sign that visually depicts a menacing dog on the property where the dog is kept warning that there is a vicious dog on the property. The sign shall be visible to the general public and approved by the Police Chief.

(e) The owner or keeper of a vicious dog shall certify under penalty of perjury to all of the following:

(i) The owner or keeper shall maintain and not voluntarily cancel the liability insurance required by this section during the period for which licensing is sought, unless the owner or keeper shall cease to own or keep the dog prior to the expiration of that license.

(ii) The owner or keeper shall,on or before the effective date of the license for which application is being made, have an approved enclosure for the dog on all property where the vicious dog wil be kept or maintained.

(iii) The owner or keeper shall notify the Police Chief immediately upon discovery that the vicious dog is running at large, is unconfined, has attacked another domestic animal or has attacked a human being, has died, has been sold, or transferred, or has been permanently removed from the City. Immediately upon discovery shall mean as soon as practicable taking into consideration the circumstances, but in no event later than twenty-four hours after the occurance or the next working day in which the Police Department is open.

(iv) If the vicious dog is sold, the owner or keeper shall provide the Police Chief with the name, address, and telephone number of the new owner or keeper. It shall be unlawful to sell or give away a dog previously determined to be vicious unless the owner or keeper of the dog advises in writing the new owner or keeper of the status of the dog.

(f) All dogs determined to be vicious shall be confined in an enclosure as defined in section 6.04.020. It is unlawful for any owner or keeper to mainain a vicious dog upon any propoerty which does not have an enclosure as described in section 6.06.020.

(g) It is unlawful for any owner or keeper to allow any vicious dog to be outside of the enclosure unless it is inside the dwelling of the owner or keeper or itis necessary for the owner ot keeper to obtain veterinary care for the dog, to sell or give away the dog, or to comply with any directive of thePolice Chief with respect to the dog..

(h) In any case where a vicious dog is lawfully outside the enclosure, except in cases where it is inside the dwelling of the owner or keeper, the dog shall be securely muzzled and restrained, with a leash sufficient to restrain the dog, having a minimum tensile strength of 300 pounds and not exceeding three feet in length, and the dog shall be under the direct control and supervision of its owner(s) or keeper(s).

(i) The hearing entity may impose additional conditions upon the ownership of the dog to protect the public health, safety, and welfare.

6.04.560 Procedure for Destruction of Vicious Dogs

(a) A dog determined to be vicious may be taken to the County Animal Shelter for destruction when it is found, after proceedings conducted pursuant to this Chapter, that the release of the dog would create a significant threat to public health, safety, and welfare, or;

(b) An owner of a dog which has previously been determined to be a vicious dog violates the provisions of this code relating to the keeping of vicious dogs, or;

(c) A dog which has previously been determined to be a vicious dog, when unprovoked, attacks, bites, wounds, or otherwise injures or kills any person.

(d) A dog shall not be destroyed pursuant to sections (b) or (c) above without a hearing pursuant to proceedings described in this Chapter.

6.04.570 Ownership of Vicious Dogs Prohibited

The owner of a dog determined to be a vicious dog may be prohibited by the Police Chief from owning, possessing, controlling, or having custody of any dog for a period of up to three years, when it is found, after proceedings conducted under this Chapter, that ownership or possession of a dog by that person would create a significant threat to public health, safety, or welfare.

6.04.580 Disposition of Public Nuisance Dogs

(a) No person shall keep or maintain any dog in such a manner as to cause or permit the dog to be a public nuisance dog.

(b) No owner or keeper of a dog shall fail to abate a nuisance created by the keeping of such a dog w heen ordered to do so by the Police Chief or other authorized official.
(c) The hearing entity may impose any reasonable conditions upon the ownership of the dog which shall correct the circumstances which created the nuisance.

(d) Any dog having been declared to be a public nuisance dog pursuant to the provisions of this Chapter shall be taken by the Animal Control or other authorized official to the County Shelter for impoundement until such time as the owner or keeper shall have satisfied the Police Chief that they have taken steps to abate the nuisance created by the keeping of the dog. Failure to take such steps to the satisfction of the Police Chief within five working days following impoundment of the dog and notice of the conditions for release imposed by the Police Chief or his designee, shall result in forfeiture of ownership of said dog.

(e) No dog may be euthanized or otherwise disposed of if the owner or keeper of the dog has sought judicial rview of the determination that the dog was a pubic nuisance dog until that review has been completed. The owner or keeper of the dog shall be liable for the cost of the care and feeding of the dog pending the outcome of the judicial review and shall deposit with the Trinidad City Clerk monthly in advance the cost of such care and feeding as determined by Police Chief using City and County fee schedules. Failure to make such a deposit shall result in

forfeiture of ownership of said dog after giving the owner or keeper of the dog five days written notice of their failing to make the required deposit in advance. In the event the judicial review is favorable to the owner or keeper of the dog, the amounts paid for the care and feeding of the dog pending the judicial review shall be refunded.

6.04.590 Removal From List

If there are no additional instances of the behavior described in 6.04.045 wthin a36- month period from the date of designation as a potentially dangerous or public nuisance dog, the dog shall be removed from the list of potentially dangerous or public nuisance dogs. The dog may, but is not required to be, removed from the list of potentiallly dangerous or public nuisance dogs prior to the expiration of the 36-month period if the owner or keeper of the dog demonstrates to the Police Chief that changes in circumstances or measures taken by the owner or keeper, such as training of the dog, have mitigated the risk to the public safety. [*6.04.510 - .090 Added 2/15/06 as per Chief Thrailkill. Based on County Ordinances*]

6.04.600 Violation - Penalty.

(a) Any violation of this code relating to a dog that inflicts severe injury or relating to any vicious dog shall be a misdemeanor.

(b) Any violation of this code relating to dangerous dogs, public nuisance dogs, or any other violation of this Chapter not covered by (a) shall be an infraction. The City Council shall establish, by Resolution, a fee schedule for infractions. [*Sets level of violation ("infraction") and allows City to set fee schedule for violations by Resolution. Adapted from County Ordinance.*]

Chapter 6.05
NUISANCE ANIMALS

6.06.010 Animals declared to be a nuisance. (Ord. 94-1 §2)

6.06.020 Enforcement. (Ord. 94-1 §2)
[Codifies an ordinance passed in 1994 but never incorporated into the Municipal Code.]

Chapter 6.08
DOG PROHIBITIONS

6.08.010 Dog Prohibitions on Wagner Street Trail. (Ord. 99-2 §1)
[*Codifies an ordinance passed in 1999 but never incorporated into the Municipal Code.*]

Title 12
STREETS, SIDEWALKS, AND PUBLIC PLACES

Chapter 12.12

TRINIDAD HEAD

Section 12.12.040, " Restricted activities," is amended as follows:

Item B ("No dogs") is deleted and item G (now F) is revised, with the rest of the text remaining the same. The items will be listed as follows:

Activities not allowed on Trinidad Head are:

A. No private vehicles of any type, except those authorized by Section 12.12.030;
B. No horses;
C. No fireworks of any type;
D. No rock climbing;
E. No fires of any type;
F. No cutting or digging of any plants, brush or wild flowers on Trinidad Head except by the City Public Works department and any other individuals or groups authorized by the City Council. *[Would allow leashed dogs on Trinidad Head,something that the present ordinance prohibits; Allows for authorized trail maintenance.]*

(end of animal ordinances)

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ANIMAL ORDINANCE

Proposed Fee Structure - to be established by Council Resolution

1. Original license (6.04.150)

Current license fee: $5 if neutered, $10 if not
Proposed license fee: $10 if neutered, $30 if not
Senior Citizen (60+): $5 if neutered, $10 if not

2. Replacement license tag (6.04.250)

Current replacement license tag fee: same as regular fee
Proposed replacement fee: $10 if neutered, $30 if not

3. Impoundment Release paid by owner to City (6.040.360)

Current fees: none exist
Proposed fees:
First impoundment: $20
Subsequent impoundments of same animal within 12 months:
Second impoundment: $50
Third impoundment: $150

4. Infractions of the ordinance (6.04.600)

Current fees: none exist
Proposed fees for infractions of the following: Failing to pick up dog waste, allowing dog to be loose in the Tsurai Study Area, unleashed dog not under the "care and command" of the person in charge of the dog (assumes unleashed dogs allowed on beaches):

First offense: $25

Second offense of same infraction within a one year period from the first offense: $50

Third offense of same infraction within one a year period from the first offense: $100

RESOLUTIONS NEEDED TO IMPLEMENT REVISED ANIMAL ORDINANCES

1. Areas where dogs are not allowed at all and areas, if any, where dogs are allowed off leash.

2. Fee schedule for licenses, impoundments, and infractions. (See above) Depending on City Attorney's advice, separate Resolutions may be needed for each category above.

OTHER AGREEMENTS/CONTRACTS/MOU'S WHICH MAY BE NECESSARY

1. With County to establish payment w/receipt first at City before animals may be released from the County Shelter.

2. Agreement with Sheriff's Office (or other agency) to provide a hearing officer for appeals.

(end of Fee Structure/Resolutons, etc.)

CONSENT AGENDA ITEM #5

SUPPORTING DOCUMENTATION FOLLOWS WITH: 1 PAGES

5. Indian Gaming Committee Appointment

CONSENT AGENDA ITEM IX.5
Date: February 9, 2011

Item: **INDIAN GAMING COMMITTEE APPOINTMENT**

Background: On January 21, the City was notified by the County Board of Supervisors' Office that there will be some level of Indian Gaming funds available for the 2011 year.

Indian Gaming funds are distributed by the State to the Counties, and then there is a competitive process to distribute those funds. Eligible applicants are the County and cities which are directly impacted in some manner by Indian Gaming (casinos) in their communities. In the past, funds were required to be used to mitigate impacts related primarily to Police and Fire protection.

At this point, it is not known whether or not the City will submit an application for funds. In past years, funding has been received to pay for Reserve Police Officers and for the City's new Fire Rescue Vehicle.

At its last meeting, the City Council appointed Mayor Kathy Bhardwaj to serve on the Committee that makes funding decision recommendations. Since it is vital to have a representative at the few meetings that will be held, it would also be appropriate to appoint an alternate representative.

Staff Recommendation: Appoint Mayor Pro-Tem Julie Fulkerson as an alternate to the Indian Gaming Committee.

Attachments: None.

CONSENT AGENDA ITEM #6

SUPPORTING DOCUMENTATION FOLLOWS WITH: 1 PAGES

6. Proclamation 2011-01: Engineer's Week

TRINIDAD CITY HALL
P.O. Box 390
409 Trinity Street
Trinidad, CA 95570
(707) 677-0223

Kathy Bhardwaj, Mayor
Gabriel Adams, City Clerk

PROCLAMATION OF ENGINEER'S WEEK
FEBRUARY 20th through 27th, 2011

WHEREAS, America's Engineers transform ideas into reality, solving problems using science and technology to produce services and systems to better serve the needs of society; and,

WHEREAS, Civil Engineers serving the City of Trinidad, the State and the Country, work to design and construct the following types of projects:

- Airports
- Roads
- Railroads
- Harbors
- Parks
- Subdivisions
- Surveys
- Bridges
- Buildings
- Water Systems
- Flood Control Facilities
- Wastewater Treatment
- Seismic Safety Projects
- Environmental Enhancements

WHEREAS, Civil Engineers strive for quality, economy and the betterment of life of our community; and,

WHEREAS, throughout the Nation the week of February 20th through the 26th 2011 is being recognized as National Engineer's Week; and,

WHEREAS, throughout the year, the San Francisco Section of the American Society of Civil Engineers (ASCE) is celebrating its 106th anniversary,

NOW, THEREFORE, BE IT RESOLVED that the City of Trinidad in recognition of the contribution of Engineers to society and in an effort to promote the interest of the youth in the community in math, science and engineering, does hereby declare the week of February 20th, 2011 as Engineer's Week in the City of Trinidad

Attest:

Gabriel Adams
Trinidad City Clerk

Kathy Bhardwaj
Mayor, City of Trinidad

DRAFT

CONSENT AGENDA ITEM #7

SUPPORTING DOCUMENTATION FOLLOWS WITH: 2 PAGES

7. Resolution authorizing an agreement for CA Department of Conservation Grant

CONSENT AGENDA ITEM IX.7
Date: February 9, 2011

Item: **RESOLUTION AUTHORIZING AN AGREEMENT WITH CA DEPARTMENT OF CONSERVATION GRANT**

Background: The City applied for a Department of Conservation Watershed Coordinator grant (Proposition 84) for the Trinidad Bay and Humboldt Bay Watersheds. The City was notified by the Department of Conservation that it has been awarded $293,910 for the grant period March 2011 through February 2014.

The Watershed Coordinator Grant will support the goals of the Trinidad-Westhaven Integrated Coastal Watershed Management Plan (adopted in 2008) and will provide assistance to the Trinidad Bay Watershed Council and other watershed-related groups in order to improve water quality, to build resilience and capacity of watersheds and the coastal community to adapt to climate change, and to promote the health of coastal ecosystems and communities.

This resolution authorizes the City Manager or designee to enter into a grant agreement between the City of Trinidad and the Department of Conservation for the Watershed Coordinator Grant.

Staff Recommendation: Approve proposed Resolution 2011-01

Attachments: Proposed Resolution 2011-01

TRINIDAD CITY HALL
P.O. Box 390
409 Trinity Street
Trinidad, CA 95570
(707) 677-0223

Stan Binnie, Mayor
Gabriel Adams, City Clerk

RESOLUTION 2011-1

AUTHORIZING THE CITY MANAGER OR DESIGNEE TO ENTER INTO A FINANCIAL ASSISTANCE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF CONSERVATION FOR A WATERSHED COORDINATOR GRANT

WHEREAS, the Department of Conservation has determined that the City of Trinidad is eligible to receive funds from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006 (Proposition 84);

WHEREAS, the Trinidad-Westhaven Integrated Coastal Watershed Management Plan identifies the importance of coordination among agencies, residents and other stakeholders in order to improve water quality, to provide safe and reliable drinking water, to reduce contaminated runoff, to enhance the integrity of the natural habitat, and to provide safe public access to coastal and marine resources;

WHEREAS, the City of Trinidad will use these funds for a Trinidad to Humboldt Bay Coastal Watershed Coordinator to advance sustainable watershed management using community-based strategies;

WHEREAS, The City of Trinidad is authorized to enter into a financial assistance agreement with the state of California and the Department of Conservation for the Watershed Coordinator Grant program.

NOW, THEREFORE, BE IT RESOLVED, that the City of Trinidad hereby authorizes the City Manager or designee to enter into a financial assistance agreement with the Department of Conservation for the Watershed Coordinator Grant Program; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, That the City of Trinidad hereby authorizes the City Manager or designee to execute any financial assistance agreements, amendments, invoices, or any other documents related to or required for the administration of said agreement;

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City of Trinidad agrees and does authorize the City Manager or designee to certify that the City will comply with all applicable federal and state statutory and regulatory requirements related to the financial assistance funds received.

PASSED AND ADOPTED BY THE TRINIDAD CITY COUNCIL of Humboldt County of the State of California this 9th day of February, 2011.

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the Trinidad City Council by the following vote:

Ayes:
Noes:
Absent:
Abstain:

Attest:

Gabriel Adams
Trinidad City Clerk

Kathy Bhardwaj
Mayor

CONSENT AGENDA ITEM #8

SUPPORTING DOCUMENTATION FOLLOWS WITH: 6 PAGES

8. Agreement Between the City of Trinidad and Winzler & Kelly for Technical Assistance for Department of Public Health Turbidity Meter/Monitoring Upgrade Grant

CONSENT AGENDA ITEM IX.7
Date: February 09, 2011

Item: **Agreement Between The City of Trinidad And Winzler & Kelly For Technical Assistance for Department of Public Health Turbidity Meter/ Monitoring Upgrade Grant**

Background: The City was approved for a Turbidity Monitoring Grant from the California Department of Public Health, Proposition 50 Chapter 4.a.3 grant program. The project has been on hold until recently due to state funding delays. In November 2010, CDPH staff contacted the City to see if additional monitoring systems should be added to the project.

Winzler & Kelly discussed this with City staff and developed a list of additional monitoring components that would be of long-term value to the City. The biggest item was the move to a Programmable Logic Controller (PLC) based system which will enable the City to meet existing monitoring needs as well as create a platform that can easily be expanded in the future to provide additional monitoring, controls, and alarms to the City's system.

The attached scope was developed to prepare the additional design plans and equipment specifications that are necessary to put the project out to bid. In addition, the scope includes the work to integrate the information collected by the PLC with a user interface and develop City specific data screens to facilitate easier monitoring of system components and reporting on monthly data.

CDPH is proposing to fully grant fund the entire project, but time is of the essence. The Proposition 50 funds must legislatively be spent by March 2013. CDPH has informed the City that to remain eligible for the grant funds the project must be ready to bid by the end of March. This scope of service will get the project ready in this time frame. Once the project is ready to bid the CDPH will finalize the funding agreement and the City may be reimbursed for expenses incurred. The City received a letter of commitment from CDPH to fund this project in 2008. Per discussions with CDPH no new letter of commitment will be issued for the expanded scope, the original letter is still binding. The project grant budget attached to this staff report, details out the City's costs prior to the formal funding agreement.

Staff Recommendation: Approve Winzler & Kelly's Scope of Services in the amount of $58,368 for Technical Assistance for Department of Public Health Turbidity Meter/ Monitoring Upgrade Grant

Attachments: Scope of Services.
Project Grant Budget.

Agreement Between
The City of Trinidad
And
Winzler & Kelly
For
Technical Assistance for Department of Public Health Turbidity Meter/ Monitoring Upgrade Grant

INTRODUCTION

This agreement is between the City of Trinidad and Winzler & Kelly to provide Technical Assistance for Department of Public Health Turbidity Meter/ Monitoring Upgrade Grant. This agreement is based on a prime agreement between the City of Trinidad and Winzler & Kelly dated May 20, 2008. All provisions of the prime agreement apply to this agreement unless noted otherwise in this agreement.

The City of Trinidad with the assistance of Winzler & Kelly submitted a monitoring grant application to the California Department of Public Health (CDPH) in December 2007. The application was for a project to address turbidity monitoring requirements of the Long Term 1 Enhanced Surface Water Treatment Rule (LT1ESWTR), which requires continuous monitoring of turbidity for individual filters for water systems that use direct filtration, like the City of Trinidad does. The City previously expended approximately $5,600 for the turbidity monitoring project, including specifications for the monitoring equipment, two plan sheets showing the meter and control configuration, and a communication schematic for the turbidity monitoring project.

In fall of 2008 the City was ready to implement the turbidity monitoring project, however in December 2008, the State put a freeze on all bond funds, including the funds for the turbidity monitoring project. The project was on hold until fall of 2010, when CDPH representatives contacted the City to see if they still wanted to pursue the project and to see if there are other monitoring components the City would want funded to improve system operation. Supplemental application information including an updated project description and scope were provided to CDPH in November 2010. Due delays caused by the State bond freeze, CDPH re-start delays, and time limitations on the expenditure of bond funds, CDPH is now anxious for the monitoring project to be constructed.

This scope of service includes the effort necessary to incorporate additional monitoring components into the City's project to be able to put the project equipment and installation out to bid and to complete the integration necessary to have the monitoring parameters displayed on an operator computer terminal. Additional components being added to the original turbidity monitoring project include a Programmable Logic Controller (PLC) to capture data, connections for data capture of chlorine dosage and residual, and PLC programming to display information on the operator terminal computer.

This project provides near-term benefits by bringing the City into compliance with LT1ESWTR and providing the City's operator better control and understanding of turbidity, polymer dosing, and chlorine dosing. The project also has long-term benefit as the PLC incorporate into the project can be expanded in the future to incorporate additional monitoring and control of the

City's system as new components are added over time. The scope of service is broken up into several tasks as described below.

Task 1: Monitoring System Design Finalization

Under this task, Winzler & Kelly will update the previous Turbidity Monitoring project design and bid information including the following items:

- Specify PLC, I/O cards, Ethernet switch, power supply, and provide enclosure layout and associated wiring diagrams.
- Assist in the specification of new hardware associated with Table 1.
- Provide wiring diagrams for instrumentation to interface with PLC.

Table 1: Preliminary List of the Measurements and Associated Instrumentation

NO.	TAG	MEASUREMENT TYPE	PLC I/O	I/O TYPE	SIGNAL
1	AT1001	Turbidity Analyzer	Y	AI	4-20mA
2	AT1002	Turbidity Analyzer	Y	AI	4-20mA
3	AT1003	Turbidity Analyzer	Y	AI	4-20mA
4	AT1004	Turbidity Analyzer	Y	AI	4-20mA
5	AT1005	Turbidity Analyzer	Y	AI	4-20mA
6	AT1006	Streaming Current Monitor	Y	AI	4-20mA
7	AT1007	Residual Chlorine Analyzer	Y	AI	4-20mA
8	SC1008	Polymer Feed Rate No. 1	Y	AO	4-20mA
9	XA1009	Polymer Feed Pump No. 1 Fault	Y	DI	24VDC
10	SC1010	Polymer Feed Rate No. 2	Y	AO	4-20mA
11	XA1011	Polymer Feed Pump No. 2 Fault	Y	DI	24VDC
12	SC1012	Chlorine Injection Feed Rate	Y	AO	4-20mA
13	XA1013	Chlorine Pump Fault	Y	DI	24VDC
14	FT1014	Water flow meter	Y	AI	4-20mA

It is assumed that all instrumentation is to be wired to a programmable logic controller (PLC). The PLC will be networked to the operation interface station in the control room for display and historical logging of all measurements. The Operator interface station, located in the office, will run WinXP operating system.

Initial Budget Estimate for Task 1: $17,052

Task 2: Bid Phase Assistance

Under this task Winzler & Kelly will assist the City in developing a package of information to put out to local contractors to obtain equipment and installation bids. AS this is a relatively small project, according to CDPH, the City just needs at least three competitive bids to be able to award the project.

Initial Budget Estimate for Task 2: $2,332

Task 3: PLC and Operator Interface Integration

Under this task, Winzler & Kelly will work with City staff and the new monitoring equipment to develop displays of several water treatment process measurements on a centrally located operator interface station (PC). It is envisioned that Wonderware Intouch 10.0 (or latest version) is to be installed on the operator interface station for an operator graphical user interface.

Symantec's software "pcAnywhere" is to be installed on the operator interface terminal for remote view of all data displayed within the Wonderware application. In addition, the following items are included in this task:

- Provide PLC ladder logic programming associated with the I/O in Table 1. PLC programming software (RSLogix) is to be provided by client.
- Develop an Intouch graphical screen to allow operator to view measurements and provide some control (set-point adjustment etc.).
- Develop and set up historical logging of measurements via Wonderware. Wonderware development software to be provided by client.
- Based on feedback from the plant operator generate a custom report from the Wonderware application.

Initial Budget Estimate for Task 3: $24,144

Task 4: Onsite Support

Under this task, Winzler & Kelly will provide on-site support for system start up including training on software and applications developed. This task is based on the following:

- Verify proper installation of PLC and all instrumentation (refer to Table 1).
- Upload PLC program in PLC.
- Install Wonderware Intouch version 10.0 (or latest version) on operator interface station PC located in the office.
- Verify the proper display of a signals from the PLC to the Wonderware application. (refer to Table 1).
- Install pcAnywhere software and verify proper operation.
- Provide on-site training and ensure that operator(s) is comfortable navigating the Wonderware application and understanding the historical logging and retrieving procedures. Discuss also with the operator potential data backup options and solutions.

The level and duration of on site support will depend on the needs of the operator and their familiarity with the system. As the operator becomes familiar with the system, he may desire additional features, displays, and reporting capabilities as well as additional training. These enhancements will be provided on an as requested basis as budget allows. It is the intent to provide a functional system within the initial budget allowance and additional budget may be needed if ongoing support and system enhancements are desired.

Initial Budget Estimate for Task 4: $10,746

Task 5: User Requested Modifications
It is typical that once a new PLC based data control and acquisition system is installed, that after a few months of operations items are identified that would enhance the usability of the system and the data displayed and outputted. These items cannot be known beforehand as the existing system operator has never had access to a PLC based monitoring and control system, and until the system has been used by the operators, preferences for display and alarms cannot be fully know. Under this task Winzler & Kelly will perform adjustments to the PLC based monitoring system approximately 3 months after the system is complete. It is assumed that there will be no more than 2 days worth of effort to make the necessary adjustments.

Initial Budget Estimate for Task 2: $3,094

GENERAL ASSUMPTIONS/ EXCLUSIONS
The Following are not included in this Scope of Services

- Sampling/ WQ monitoring
- City to pay for necessary software directly from Grant funds
- Other items not specifically included in this scope

SCHEDULE
Tasks 1 and 2 will be completed within 60 days of Winzler & Kelly receiving a signed contract with the City. Tasks 3, 4 and 5 will be completed after the project has been awarded and new equipment installed.

COMPENSATION

The project will be billed on a time and materials basis using the fee schedule in effect at the time the work is performed. The fee for this scope shall not exceed $58,368. Budget estimates provided for each task are preliminary and the final distribution of the budget may vary between tasks. Invoices will be prepared approximately monthly and are due and payable by the City within 30 days of the date of the invoice. Interest at the rate of 1-1/2% per month will be charged on all outstanding balances. The extent of the work and the total cost will depend on the factors discussed under the Scope of Services.

AGREED

City of Trinidad

_____
, Date

Winzler & Kelly

_____
Steven Allen, Managing Principal, Date

_____
Trinidad Accounting Tracking Number

City of Trinidad Monitoring and Controls Improvement Project
Opinion of Probable Cost

Prepared: 2/02/2011

Item(s)		Number of Units	Unit Cost	Total
Turbidity Monitoring				
	Turbidity Monitoring Equipment: (3) Hach 1720 E turbidity meters, (2) Hach SC-100 Controllers, Hach Process link Software, (1) Chemtrac Streaming Current monitor with controller, (1) Tacmina PZi4 solenoid metering pumps, installation, start up and training	1	$ 40,000	$ 40,000
Turbidity Monitoring Sub-total (Rounded)				**$ 40,000**
SCADA Monitoring and Controls				
	Wonderware Intouch 64 tag development/runtime software & license	1	$ 1,440	$ 1,440
	Omniserver development software & license	1	$ 1,200	$ 1,200
	PC Anywhere software	1	$ 500	$ 500
	Programmable Logic Controller	1	$ 12,000	$ 12,000
	Miscellaneous Pipes and Fittings/ wires/ conduits	1	10% of Total Material Cost	$ 8,314
	SCADA Materials Cost Sub-total (rounded)			**$ 23,000**
	SCADA Contingency		15%	$ 3,450
	Installation			$ 5,000
SCADA Monitoring and Controls Sub-Total (Rounded)				**$ 31,000**
Equipment, Software, and installation Costs				**$ 71,000**
Labor Costs				**$ 71,000**
		Winzler & Kelly	**City of Trinidad**	
	Previous Monitoring System Design	$ 5,600		$ 5,600
Task 0	City Project Administration		$ 6,000	$ 6,000
Task 1	Monitoring System Design Finalization	$ 17,052		$ 17,052
Task 2	Bid Phase Assistance	$ 2,332		$ 2,332
Task 3	PLC Integration	$ 25,144		$ 25,144
Task 4	Onsite Support	$ 10,746		$ 10,746
Task 5	User Requested Modifications	$ 3,094		$ 3,094
	TOTAL	$ 63,968	$ 6,000	**$ 69,968**
Project Total				**$ 140,968**

Note: CDPH Funding Agreement anticipated once project is ready to bid. Costs estimated to be incurred by the City prior to funding agreement are for Tasks 1 and 2 above plus 50% of City Admin or $22,384, in addition to the $5,600 previously spent.

AGENDA ITEM #1

SUPPORTING DOCUMENTATION FOLLOWS WITH: 7 PAGES

1. Memorandum of Understanding with Humboldt County for Temporary Library Location

DISCUSSION/ACTION AGENDA ITEM X.1
Date: February 9, 2011

Item: **MEMORANDUM OF UNDERSTANDING WITH HUMBOLDT COUNTY FOR TEMPORARY LIBRARY LOCATION**

Background: In searching for a temporary location for the Trinidad Library, the City Manager offered the kitchen office in the Town Hall Annex (463 Trinity Street). Though this is a small space, it was desirable to the City because the building was already under lease where utilities and other costs are already included in the City's budget.

Though the space is far from perfect, as a temporary location it will keep a presence of the library functions in Trinidad until the new building can be constructed and opened.

The City Manager worked with the County Administrative office and County Counsel, and it was determined that a Memorandum of Understanding (MOU) would suffice as a business arrangement between the City and County.

The MOU was drafted by County Counsel. It needs to be approved by both the Trinidad City Council and the County Board of Supervisors.

Staff Recommendation: Approve the MOU with Humboldt County for a temporary Trinidad Library location at 463 Trinity Street.

Attachments: Proposed MOU with Humboldt County.

PARSAC Evidence of Coverage & Additional Covered Party Endorsement

Memorandum of Understanding

This Memorandum of Understanding is made and entered into this _____ day of _____, 2011, by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter referred to as COUNTY, and CITY OF TRINIDAD, hereinafter referred to as CITY.

WHEREAS, CITY desires to obtain library services for the residents of CITY and CITY's immediate vicinity; and

WHEREAS, COUNTY operates the County Library ("Library") by providing library services at various locations throughout the County of Humboldt and has the staff and resources available to perform library services for CITY; and

WHEREAS, CITY desires to provide a location for COUNTY to perform library services;

NOW, THEREFORE, the parties mutually agree as follows:

1. **SCOPE OF SERVICES**: COUNTY shall provide library services to CITY, which shall include the following:

   a. COUNTY shall be responsible for staffing the library, providing furniture, office equipment and materials, which shall remain COUNTY property. Ownership of all donated furniture, equipment, fixtures and other personal property shall, at all times, remain vested in the party to whom the donation was made as designated by the donor.
   b. COUNTY shall determine what materials will be included in the collection and the size of the collection. The scheduled hours shall be determined in consultation with CITY. To the extent CITY has adequate space at the location, the library services for CITY shall be treated in the same manner as library services at other COUNTY library branches, receiving an equitable share of the COUNTY library resources based on available resources.
   c. COUNTY shall pay for its own telephone services.
   d. COUNTY, at its own cost, may install in the location the equipment needed for telecommunication system and computer terminals including, but not limited to, the following: telephone cable, key system units, intercom system, telephones, and answering machine. Upon termination of this MOU, COUNTY shall have the right to remove from the location any such equipment installed by COUNTY.
   e. COUNTY policies and procedures concerning the provision of library services and use of the library services by members of the public shall govern.

2. **TERM**: The initial term of this MOU shall commence upon approval by the Humboldt County Board of Supervisors and shall terminate on _____. This MOU may be extended upon the written agreement of both parties.

3. **CITY RESPONSIBILITIES**: CITY shall provide a single location suitable for COUNTY to carry out the library services referenced in Section 1 above. The location shall be approximately 200 square feet of the property at 463 Trinity Street, Trinidad, California, leased by CITY. Parking shall be available in the public parking lot adjacent to the location. Library staff only will be allowed access to use of the restroom.

4. **CITY COMPLIANCE WITH LAWS**: CITY covenants and warrants that the location's premises have been constructed in accordance with all local, state and federal laws and regulations, including but not limited to, the Americans with Disabilities Act. CITY further agrees to comply with any federal, state, or local licensing standards, any applicable accrediting standards, and any other applicable standards or criteria established locally or by the state or federal governments.

   COUNTY shall have the right to terminate this MOU upon ten days notice if any of the above mentioned applicable laws, standards, or criteria are not complied with.

5. **COUNTY COMPLIANCE WITH LAWS**: COUNTY agrees to comply with all local, state and federal laws and regulations that are now in effect or that may hereafter be adopted pertaining to COUNTY'S services.

6. **HOLD HARMLESS INDEMNIFICATION**: CITY agrees to indemnify and hold harmless and, at its own risk, cost, and expense, defend COUNTY, its Board of Supervisors, officers, agents, employees, and volunteers from and against any and all liability expense, including defense costs, legal fees, and claims for damages arising from CITY's negligence, intentional acts, or breaches of this MOU. Indemnification with respect to defense costs shall be made at the time COUNTY incurs such costs.

COUNTY agrees to indemnify and hold harmless and, at its own risk, cost and expense, defend CITY, its City Council members, officers, agents and employees from and against any and all liability expense, including defense costs, legal fees and claims for damages arising from COUNTY'S negligence, intentional acts or breaches of this MOU. Indemnification with respect to defense costs shall be made at the time CITY incurs such costs.

7. **COUNTY'S INSURANCE**: Without limiting COUNTY'S indemnification provided herein, COUNTY shall take out and maintain, throughout the period of this MOU, the following policies of insurance placed with insurers with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of COUNTY, its agents, employees or volunteers:

A. Comprehensive/Liability Insurance: Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of $1,000,000 per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit. Said policy shall contain, or be endorsed with, the following provisions:

i. CITY, its officers, employees and agents, are covered as additional insured for liability arising out of the operations performed by or on behalf of COUNTY. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, agents and employees.

ii. The policy shall not be canceled or materially reduced in coverage without thirty days prior written notice (ten days for non-payment of the premium) to CITY by first class mail.

iii. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

iv. For claims related to this project, COUNTY'S insurance is primary coverage to CITY, and any insurance or self-insurance programs maintained by CITY are excess to COUNTY'S insurance and will not be called upon to contribute with it.

v. Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to CITY, its officers, employees and agents.

B. Property Insurance: COUNTY agrees to provide an all-risk property insurance for the contents of the property through COUNTY'S property insurance.

C. By its signature hereunder, COUNTY certifies that COUNTY is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and COUNTY will comply with such provisions in connection with any work performed on the premises. Any persons providing services with or on behalf of COUNTY shall be covered by workers' compensation (or qualified self-insurance).

8. **CITY'S INSURANCE**: This MOU shall not be executed by COUNTY and CITY is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.

Without limiting CITY'S indemnification provided herein, CITY shall take out and maintain, throughout the period of this MOU, the following policies of insurance placed with insurers with a current A.M. Bests rating of no less that A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of CITY, its agents, employees or volunteers:

A. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of $1,000,000 per occurrence. If work involves explosive, or collapse risks, XCU must be included. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit. Said policy shall contain, or be endorsed with, the following provisions:

i. COUNTY, its officers, employees and agents are covered as additional insured for liability arising out of the operations performed by or on behalf of CITY. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, agents and employees.

ii. The policy shall not be canceled or materially reduced in coverage without thirty days prior written notice (ten days for non-payment of the premium) to COUNTY by first class mail.

iii. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

iv. For claims related to this project, CITY'S insurance is primary coverage to COUNTY, and any insurance or self-insurance programs maintained by COUNTY are excess to CITY'S insurance and will not be called upon to contribute with it.

v. Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to COUNTY, its officers, employees and agents.

B. CITY is responsible for providing "All-Risk" Property Insurance for this location.

C. By its signature hereunder, CITY certifies that CITY is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and CITY will comply with such provisions of that code, and CITY will comply with such provisions in connection with any work performed on the premises. Any persons providing services with or on behalf of CITY shall be covered by workers' compensation (or qualified self-insurance).

D. COUNTY reserves the right to obtain complete copies of the original insurance policies, if the County Risk Manager desires to do so.

E. If CITY does not keep the above mentioned insurance in full force and effect during the life of this MOU, COUNTY, at CITY'S expense, may elect to purchase the necessary insurance, and CITY agrees to pay the cost of said insurance or, in the alternative, COUNTY may elect to treat the failure to maintain requisite insurance as a breach of contract and terminate the MOU as provided herein.

9. **NOTICE**: Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the respective addresses set forth below. Notice shall be deemed communicated two County working days from time of mailing if mailed as provided herein.

CITY: City Manager
City of Trinidad
P.O. Box 390
Trinidad, CA 95570-390

COUNTY: County Librarian
County of Humboldt
1313 Third Street
Eureka, CA 95501

10. **ASSIGNMENT**: This MOU shall not be assigned or otherwise transferred in whole or in part without prior written consent of the other party. Such consent shall not be unreasonably withheld.

11. **NUCLEAR FREE CLAUSE**: CITY certifies by its signature below that CITY 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 Humboldt County Ordinance. CITY agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor, as defined above. COUNTY may immediately terminate this MOU if it determines that the forgoing certification is false or if CITY becomes a nuclear weapons contractor.

12. **JURISDICTION AND APPLICABLE LAWS**: This MOU shall be construed under the laws of the State of California. Any dispute arising hereunder or relating to this MOU shall be litigated in the State of California and venue shall lie in the County of Humboldt.

13. **DEFAULT**: Either party, CITY or COUNTY, shall be in default of this MOU if it fails or refuses to perform any material provision of this MOU that it is obligated to perform if the failure to perform is not cured within thirty days after written notice of the default has been given by the non-defaulting party.

    If the default cannot reasonably be cured within thirty days, the defaulting party shall not be in default of this MOU if it commences to cure the default within the thirty day period and diligently and in good faith continues to cure the default.

    The non-defaulting party, at any time after a default has occurred, can cure the default at the cost of the defaulting party. If the non-defaulting party pays any sum or does any act that requires the payment of any sum, the sum paid by the non-defaulting party shall be due immediately from the defaulting party to the non-defaulting party at the time the sum is paid and if paid at a later date, shall bear interest at the maximum rate an individual is permitted by law to charge.

    If a defaulting party fails to cure the default, as herein provided, the non-defaulting party shall have the right to terminate the MOU as provided in section (14) hereof.

14. **TERMINATION**: Either party may terminate this MOU upon ten days written notice if, after default, the defaulting party fails to cure the default in accordance with the provision of section (13). COUNTY and CITY each reserve the right to terminate this MOU without cause, upon ninety days written notice.

15. **MOU MODIFICATION**: This MOU may be modified only by subsequent written MOU signed by COUNTY and CITY.

16. **CITY NOT OFFICER, EMPLOYEE OR AGENT OF COUNTY**: While engaged in carrying out and complying with the terms and conditions of this MOU, the relationship of the parties shall be that of independent contractor and neither party shall be considered to be an officer, employee, or agent of the other party.

17. **ATTORNEYS' FEES**: If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this MOU to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees (including reasonable value of services rendered by County Counsel) to be fixed by the court, and such recovery shall include court costs and attorneys' fees (including reasonable value of services rendered by County Counsel) on appeal, if any. As used herein, "the party prevailing" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

18. **WAIVER OF BREACH**: The waiver by either party of any breach of any provisions of this MOU shall not constitute a continuing waiver of any subsequent breach of the same or a different provision of this MOU.

19. **BREACH, REMEDY FOR**: In the event of breach of this MOU by CITY or COUNTY, COUNTY and/or CITY shall have all rights and remedies provided by law.

20. **BINDING EFFECT**: All provisions of this MOU shall be fully binding upon, and inure to the benefit of, the parties and to each of their heir, executors, successors, and assigns.

21. **INTERPRETATION**: As this MOU was jointly prepared by both parties, the language in all parts of the MOU shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

IN WITNESS WHEREOF, this MOU has been executed by the parties hereto upon the date first above written.

(SEAL)

ATTEST:
CLERK OF THE BOARD

By: _____

COUNTY OF HUMBOLDT

By: _____
Chair, Board of Supervisors
County of Humboldt, State of California

CITY OF TRINIDAD

By: _____

APPROVED AS TO FORM

_____
John Seyman
Deputy County Counsel

APPROVED AS TO INSURANCE PROVISIONS

_____
Jo Ann Gath
Risk Manager

Established 1986

PARSAC
PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA

January 28, 2011

County Librarian
County of Humboldt
1313 Third Street
Eureka CA 95501

RE: EVIDENCE OF COVERAGE & ADDITIONAL COVERED PARTY ENDORSEMENT # 010-279-TR

EFFECTIVE DATE(S): JANUARY 28, 2011 through JULY 1, 2011

As respects the MOU between the City of Trinidad and County of Humboldt allowing the County use of city property to provide library services.

To Whom It May Concern:

Please be advised that the **CITY OF TRINIDAD** participates in PARSAC, the Public Agency Risk Sharing Authority of California. As such, it is collectively and permissibly self-insured under Sections 990.4 and 990.8 of the California Government Code. The specifics of the self-insured program are listed below:

COVERAGE YEAR: JULY 1, 2010 - JULY 1, 2011

- General and Automobile Liability
- Public Officials Errors & Omission
  Limit: $1 Million per occurrence group self-insurance
  Occurrence Retention: $ 5,000

With regard to the Additional Covered Party Endorsement, the PARSAC Memorandum of Coverage provides coverage, subject to the terms, conditions and limits therein, to an Additional Covered Party for a Covered Contract. An Additional Covered Party is not covered for claims arising from their sole negligence or for claims by another Covered Party. Covered Contract means that part of any written agreement or contract pertaining to the Member Entity's operations or business under which the Member Entity assumes the Tort Liability of another party to pay for Bodily Injury or Property Damage to a third person or organization. A Covered Contract does not include any part of any contract or agreement:

1. That indemnifies any person or organization for Bodily Injury or Property Damage caused by the sole negligence of such person or organization.
2. That indemnifies any person or organization for Bodily Injury or Property Damage arising out of the ownership, operation, maintenance or use of any Aircraft, Airport or Watercraft.
3. That indemnifies an architect, engineer or surveyor for Bodily Injury or Property Damage arising out of:
   a. Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications
   b. Giving directions or instructions, or failing to give directions or instructions, if that is the primary cause of the Bodily Injury or Property Damage.
4. Under which the Covered Party, if an architect, engineer or surveyor, assumes liability for Bodily Injury or Property Damage arising out of the Covered Party's rendering or failing to render professional services, including those listed in 3. above, and supervisory, inspection or engineering services.

Respectfully,

Kin Ong, ARM
Risk Manager

cc: City of Trinidad

AGENDA ITEM #~~1~~

SUPPORTING DOCUMENTATION FOLLOWS WITH: 7 PAGES

2. Skateboarding Issues in Trinidad

DISCUSSION/ACTION AGENDA ITEM X.1
Date: February 9, 2011

Item: **SKATEBOARDING ISSUES IN TRINIDAD**

Background: Over the past few months, there has been a growing effort to create a location for skateboarding in Trinidad. This effort is being led by a number of volunteers, parents, and local kids who want to have a safe and improved location somewhere in or near Trinidad. At this time, this is NOT a city project and no staff time or City resources are being committed to this effort.

At the last Council meeting, the Council requested staff to summarize existing ordinances that limit the locations where skateboarding can be done in Trinidad. There is an ordinance now in place:

Chapter 10.12 of the Municipal Code prohibits skateboarding on Edwards Street, Trinity Street, and Main Street (adopted August 9, 2000).

Staff Recommendation: Receive and file the report, and conduct an open discussion regarding the issue of skateboarding in Trinidad.

Attachments: Trinidad Ordinance 2000-01 (adopted 8/9/00) prohibiting skateboarding on Main Street, Trinity Street and Edwards Street; and

Memo from City Clerk Gabe Adams dated 5/4/05 analyzing the Skateboard Ordinance.

10.08.010 Prohibited parking. When authorized signs are in place giving notice thereof, no person shall stop, stand or park any vehicle on any of the streets or alleys enumerated by resolution of the city council. (Ord. 87-196 §1, 1988)

Chapter 10.12

SKATEBOARDS

Sections:

10.12.010 Prohibited where.
10.12.020 Violation--Penalty.

10.12.010 Prohibited where. It is unlawful for any person to ride a skateboard or similar device upon Edwards Street between the lighthouse and the beach; upon Main Street, and upon Trinity Street. (Ord. 88-186 §1, 1988: Ord. 86-186 §1, 1986)

10.12.020 Violation--Penalty. Any person violating the provisions of this chapter shall be guilty of an infraction, and shall be punished for a first conviction by a fine not exceeding fifty dollars; a fine not exceeding one hundred dollars for a second violation of the same chapter within one year; a fine not exceeding two hundred fifty dollars for each additional violation of the same chapter within one year. (Ord. 86-186 §3, 1986)

ORDINANCE NO. 2000-01

AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF TRINIDAD
PROHIBITING SKATEBOARDING IN VICINITY
OF THE LIGHTHOUSE MEMORIAL

TITLE 10, VEHICLES AND TRAFFIC
CHAPTER 12, SKATEBOARDS

The City Council of the City of Trinidad does ordain as follows:

Section 1: Title 10, Vehicles and Traffic, Chapter 12, Skateboards, Section 0.1 of the Trinidad Municipal Code is hereby amended as follows:

10.12.010. Prohibited where. It is unlawful for any person to ride a skateboard or similar device upon Edwards Street between the lighthouse and the beach, upon Main Street, upon Trinity Street and along the City-owned sidewalks and ramps in the vicinity of the Lighthouse Memorial.

Section 2: This ordinance shall take effect thirty (30) days after the date of its adoption.

Dated: August 9, 2000

ATTEST:

City Clerk, City of Trinidad

APPROVED:

Mayor, City of Trinidad

Clerk's Certificate

I hereby certify that the foregoing is a true and correct copy of Ordinance No. 2000-01, passed and adopted at a regular meeting of the City Council of the City of Trinidad, Humboldt County, California, on the 9th day of August, 2000, by the following vote:

AYES: Heyenga, Lin, Deason, Huff

NOES: None

ABSENT: Twoomey

City Clerk, City of Trinidad

City of Trinidad

To: **Trinidad City Council, Staff**

Date: May 4, 2005

From: Gabriel Adams, City Clerk

Re: **Skateboarding in Trinidad**

Skateboarding is not a crime

Lieutenant Stokes brought to our attention a recent incident involving a few local skateboarders cruising the Trinity Street sidewalks. Stokes confronted the individuals based on his assumption that the current Ordinance prohibited skateboarding on Main, Trinity, and Edwards Streets. He was surprised when they challenged the ordinance claiming it was their understanding that the City's sidewalks were not exclusively prohibited.

Stokes did not cite the individuals for violating the Ordinance. Instead, he agreed to accept the challenge pending review of the Ordinance. If the individuals were accurate, he promised to contact them and apologize for the inconvenience. However, if they were wrong they risked being issued a retroactive citation.

After reviewing the Ordinance with the myself and Mayor Lin, Stokes identified that the skateboarders interpretation of it was indeed valid. The current ordinance reads:

Chapter 10.12 – **SKATEBOARDS**

10.12.010 Prohibited where.
10.12.020 Violation – Penalty

10.12.010 Prohibited where.
It is unlawful for any person to ride a skateboard or similar device upon Edwards Street between the lighthouse and the beach; upon Main Street, and upon Trinity Street. (Ord. 88-186 s1, 1998: Ord. 86-186 s1, 1986)

10.12.020 Violation – Penalty.
Any person violating the provisions of this chapter shall be guilty of an infraction, and shall be punished for a first conviction by a fine not exceeding $50.00; a fine not exceeding $100.00 for a second violation of the same chapter within one year; a fine not exceeding $250.00 for each additional violation of the same chapter within one year. (Ord 86-186 s3, 1986)

It is my understanding that the Ordinance was written in 1988, before sidewalks existed on Main, Trinity, and Edwards.

Stokes recognized a need for the City to clarify its position on skateboarding in lieu of this incident and in anticipation of conflicts. Anyone in town vaguely familiar with the Ordinance would logically assume just as Stokes did that skateboarding was completely prohibited on our artery streets. The "common interpretation" of our Ordinance had expired when sidewalks were introduced, framing our City streets. The language does not support its intention, and does not protect our peace officers that enforce the Municipal Code – under the common interpretation.

Before the City considers the issue, I suggest we step back and explore the fundamentals of skate boarding history.

A brief history of skateboarding - From Surf to Streets

The following information was obtained by the following sources:

- The History Of Skateboarding In Less Than 1700 Words; Excerpt From "The Concrete Wave", Published By Warwick Books.
- A Performative Critique of the American City: the Urban Practice of Skateboarding, 1958-1998, Iain Borden

Skateboarding began in the beach cities of California, first in the late 1950s through to the early 1970s as a surfer's activity, emulating the surf moves on the hard surfaces of urban subdivisions and rolling tarmac.

The first skateboards were actually more like scooters. These contraptions, which date back to the early 1900's featured roller skate wheels attached to a two by four. Often the wood had a milk crate nailed to it with handles sticking out for control. Over the next five decades kids changed the look of the scooter and took off the crate and started cruising on two by fours with steel wheels. Tens of thousands of roller-skates were dismantled and joyfully hammered on to planks of wood.

In the 1950's modifications were made to the trucks (the device that hold the wheels) and kids started to maneuver more easily. Towards the late 1950's, surfing became increasingly popular and people began to tie surfing together with cruising on a board. By 1959, the first Roller Derby Skateboard was for sale. Clay wheels entered the picture and sidewalk surfing began to take root.

By the time the 1960's roll around, skateboarding had gained an impressive following amongst the surf crowd. However, when Larry Stevenson, publisher of Surf Guide begins to promote skateboarding, things started to take off. Larry's company, MAKAHA designed the first professional boards in 1963 and a team was formed to promote the product.

The first crash of skateboarding came about due to inferior product, too much inventory and a public upset by reckless riding. The manufacturers were so busy making product that little was done in the way of research and development. Although some companies developed better quality wheels, clay wheels were the cheapest to manufacturer. However, clay wheels did not grip the road well and skaters fell everywhere. Cities started to ban skateboards in response to health and safety concerns and after a few fatal accidents, skateboarding was drummed out of existence (for the time being at least!). Manufacturers like MAKAHA lost enormous amounts of money due to canceled orders for the Christmas season.

By the mid 1970s skaters had located a variety of found terrains, on which they further extended their surf-related moves. These ranged from schoolyard banks, such as those in areas of LA, to drainage ditches, to concrete pipes found out in the desert.

The first outdoor skatepark was built for skateboarders in Florida in 1976. It was soon followed by hundreds of other parks all over North America. Such skate parks typically offered a range of elements, including dramatically exaggerated pools, replete with tiles and coping. Skateboarding moved from horizontal to vertical and slalom and freestyle skateboarding became less popular. The look of skateboards also changed from being six to seven inches in width to over nine inches. This increase in size ensured better stability on vertical surfaces. Top riders included Tony Alva, Jay Adams and Tom "Wally" Inoyoue. Wes Humpston and Jim Muir marketed the first successful line of boards with graphics under the Dogtown label. Soon after, almost all board manufacturers put graphics under their boards.

In 1978, Alan Gelfand invented the "ollie" or no hand's aerial and moved skateboarding to the next level. The roots of street-style developed when skaters started to take vertical moves to flatland. Skateboard culture began to mesh with punk and new wave music. Images of skulls appeared on skateboards thanks to the creative genius of Vernon Courtland Johnson at Powell Corporation. Over time, the personality of skateboard world changed and new school skateboarding was born. Its focus was on ollies and technical tricks and it took on a whole other attitude

From the early 1980s onward, skateboarding has increasingly gone back to the streets, not to so much to the suburban drives of California but to the inner city cores of other cities worldwide. The urban practice of skateboarding has become a global phenomenon, with an estimate around 20-40 million dedicated practitioners dispersed through just about every modern city worldwide. The centre of it all remains, however, the USA, with new centers like Philadelphia, Chicago, New York, and San Francisco joining Los Angeles as major concentrations of skate activity. Here, in the modern city, skaters ride on walls, benches, ledges, railings, fire hydrants and other paraphernalia of the urban street.

There is also a social and cultural dimension to skateboarding. It represents a total urban subculture, complete with its own graphic design, language, music, magazines, junk food and codes of behavior. It postulates certain attitudes towards matters of gender relations, race, sexuality and masculinity. Above all, this is a subculture that rejects work, the family and normative American values.

Skateboarding thus brings together a concern to live out an idealized present, trying to live outside of society while being simultaneously within its very heart. But for skateboarders to produce themselves in this way, their activity must take place in the streets of the city. Its representational mode is not that of writing, drawing or theorizing, but of performing – of speaking their meanings and critiques of the city through their urban actions. Here in the movement of the body across urban space, and in its direct interaction with the modern architecture of the city, lies the central critique of skateboarding – a rejection both of the values and of the spatio-temporal modes of living in the contemporary city.

In California, skateboard parks have started to be built once again thanks to a change in legislation. The hard work of Jim Fitzpatrick and the International Association of Skateboard Companies has ensured that other states follow California and more parks are scheduled for construction over the next few years.

Over the past 40 years, skateboarding has had its peaks and valleys of popularity. Poor product, safety concerns, insurance issues and recessions have all contributed to the valleys. However, skateboarding technology has vastly improved since clay wheels. In terms of injuries, the sport remains much safer than football, rollerblading or hockey (when you look at percentage of participants injured). Despite safety concerns or economic recessions, the sport has endured.

Skateboarding brings back the dream, imaginary and "poetic being," what one skater called the "skate of the art." Skateboarding points to the resurrection of the urban not as a product, but as a way of living.

Liability and Public Safety
As you can see, skateboarding has and will continue to endure. For instance, consider our insurance carrier PARSAC's latest review of the liability of municipal skate parks. In the memo I recently forwarded to you electronically, you'll notice that they are growing more "in-favor" of the parks in contrary to previous decisions based on fears of liability.

It is true that there are considerable and legitimate concerns with regard to public safety that must be considered. Trinidad's skateboarding Ordinance was originally conceived in 1988 to address the number of instances where enthusiasts would "bomb" the attractive Edwards Street grade and endanger not only themselves but also the drivers of oncoming vehicles traveling up and down the street. **The current ordinance is satisfactorily written to enforce this issue.**

According to Stokes, conflicts with skateboarders require more energy than it's often times worth. As you can see from the above-mentioned history, it is no mystery that the sub-culture of skateboarding generally leans toward the side of rebellion. How does Trinidad wish to spend its law enforcement resources? I've heard the valid argument that when confronting skateboarders on streets other than Edwards, the TPD claims to be looking out for their safety. Young or old, commuters or stylists, skateboarders are simply pedestrians on wheels. The real threat to safety lies behind the wheel of the car traveling at speeds completely inappropriate for the lazy streets of Trinidad.

Public Relations and the Generation Gap
As you may recall, a Westhaven resident recently spoke out at a City Council Meeting in favor of promoting Trinidad as a "youth-friendly town" during recent discussions of regarding the Saunders Memorial Park. It is my understanding that each Council member shares this sentiment and, in fact, wishes to see more families move into Trinidad to create more of a demographic balance in the community. We may want to ask ourselves if prohibiting skateboarding on our City sidewalks, and publicly dissecting the sub-culture of skateboarding will accomplish our goal of welcoming youth into the community.

However, the needs of the community are based on feedback from its residents. If there is an overwhelming out-cry from residents in support banning skateboarding from additional locations, or who consider skateboarding to be an issue worth pursuing, the issue should be addressed. My concern is that opening a public debate on skateboarding could lead to more than what we're bargaining for.

In light of how Trinidad is working to promote a more positive image of itself, I suggest we take this opportunity to create a new relationship between the youth, and the City's law enforcement. As it stands the current ordinance protects the city streets from skateboarding nuisances, but also protects the rights of our community youth to travel around town on their preferred mode of transportation while enhancing their quality of life in the meantime. It allows for the TPD and youth to interact by both being visible along the main streets – that have sidewalks - within the community. I believe it may also reconcile a common misconception among rebellious, skateboarding youth that Police Officers are their "enemies". I'd further encourage that when encountering skateboarders who are obeying the law by skating in approved locations, the Police Department go out of their way to show signs of support for those individuals that skate safely. The City and the TPD should strive to promote a positive image and work to build respect within the local skateboarding community that hopefully will be reciprocated.

Gabriel Adams
Trinidad City Clerk

AGENDA ITEM #3

SUPPORTING DOCUMENTATION FOLLOWS WITH: 18 PAGES

3. Report on Van Wycke Trail Improvements

DISCUSSION/ACTION AGENDA ITEM X.3
Date: February 9, 2011

Item: **REPORT ON THE VAN WYCKE TRAIL IMPROVEMENTS**

Background: City staff is investigating how best to improve the Van Wycke Trail. It has been closed temporarily because there has been continued slippage and erosion of the ground beneath the trail. , creating a potentially dangerous condition. The entire trail is part of the original right–of-way of the City that was Van Wycke Street.

Since the Council last meeting, Busch Geotechnical Consultants has been retained to evaluate the land under the trail to determine its long-term stability. If both the existing drainage line and the foot path need to be relocated further from the edge of the embankment onto private property (a new easement), then the cost of this action needs to be supported by factual information that would justify the expense.

At the last meeting, Sungnome Madrone presented the Council with a proposal to do a short-term fix to the existing trail that includes addressing the multiple leaks in the existing. That proposal has been given to Winzler & Kelly for review. They think this may be a reasonable short-term fix to be able to reopen the trail, but they also suggest minimizing adding weight to the existing trail.

The geotechnical analysis will be available to present to the Council at the February meeting.

Staff Recommendation: Receive and File the report, or take whatever other action is deemed appropriate by the members of the Council.

Attachments: Professional Services Agreement with Busch Geotechnical Consultants; and

Proposal from Sungnome Madrone.

BUSCH GEOTECHNICAL CONSULTANTS

January 15, 2011

Mr. Steve Albright, City Manager
City of Trinidad
409 Trinity St.
Trinidad, CA 95570

Slope Instability along Part of the Van Wycke Trail, Trinidad, CA

Introduction

I am delivering this feasibility-level report under the terms of a work agreement dated 12/27/2010. I have stored my field notes, job records, and numerous digital photographs in BGC file #11-002.

Due to budgetary limitations this is a feasibility-level, short-form report. My conclusions are based on approximately 3 hours of onsite time during which I hand-augered one borehole above the trail, cleaned and logged the bluff face near the old wood retaining wall, traversed the native hillslopes below the trail (as possible), and hiked downslope far enough to observe and understand the general geology of the slope belong the trail. In addition, I reviewed portions of several in-house reports that Busch Geotechnical Consultants (BGC) has written for nearby sites. The attached topographic base map with BGC additions (prepared by Josh Wolf of Winzler & Kelly) shows the location of the two BGC subsurface investigation areas, plus other pertinent information explained in the text. Appendix IA includes the soil logs of two exploration sites.

To simplify, the goal of my fieldwork was to describe the shallow soil strata, determine what types of slope failure processes are active along the investigated stretch of the trail, provide a qualitative evaluation of the risk of future instability, and provide options for repairs. In addition to the Van Wycke Trail, a water line and a drainage line (broken) traverse the study area.

Site Geology

The geology of the site is straightforward. A deep borehole drilled on the upslope side of the trail (the trail occupies an excavated surface) would yield a stratigraphic column consisting of two main soil units and two "rock" units. At the top of this column is black topsoil up to ~2.5 ft thick. It overlies a dark yellow-brown sandy silt subsoil an estimated ~7 to ~10 feet thick. This soil is partly colluvial, meaning that it has moved and is moving downslope. The silt subsoil grades to an uncertain thickness of marine terrace sediments (mostly sands and gravels) that in turn rest on an angular unconformity eroded during the Ice Age into the area bedrock, the JuraCretaceous Franciscan Complex mélange. The uppermost terrace sediments also are dark yellow brown, but they rapidly become light yellow, mottled, then gray. Some weathered iron-rich laminae and lenses are strong brown (orange).

Although the thickness of the marine terrace sediments is unknown at the site, I can make an educated guess. A geotechnical borehole drilled by others in 1999 in Wagner Street at an approximate elevation of ~170 ft encountered bedrock at 62 feet in depth, or elevation ~108 ft MSL (details in BGC, 2009). The west end of the Van Wycke Trail is about 1300 ft west-southwest of the Wagner Street drill site. Assuming that the bedrock surface (an Ice Age marine abrasion platform) is roughly planar and slopes seaward ~2% (as most platforms do), the surface would drop ~26 ft over a distance of 1300 ft. Thus the bedrock might have an elevation of ~82 ft MSL at the west end of the trail. A bare to moss-covered near-vertical face of a landslide scarp borders the trail here (see attached Figure and Photos), but it is hidden by talus (failure debris) below about 85 ft MSL, so the bedrock, if present at a shallow depth, is not visible. About 7 ft of marine terrace sediments are visible here (at location BGC-2), where the surface elevation is about 92.5 ft MSL. There are local highs (such as seastacks) and lows (e.g., surge channels) on most abrasion platforms, so this calculated surface elevation is only an estimate. However, my estimate—and the

hillslope profile below (to be discussed)—suggest that not very many feet of terrace sediments underlie most of the trail (a few tens of feet, perhaps), which is relevant because marine terrace sediments on slopes fail differently than mélange bedrock.

Observations and Associated Conclusions

There is one obvious area of instability on the investigated stretch of trail, one possible area, and a third area that is south of the trail but nearby (see Figure). The first borders the west end of the trail and then crosses the trail at the wood retaining wall; the second is upslope of that location where the south edge of a linear concrete structure is exposed in the trail; and the third is nearby to the east-southeast.

The obvious failure is associated with a bare to moss-covered scarp that is hidden by brush but is the top-of-bluff. On the trail the failure manifests as a depression (think one-half of a sink hole), but when I last inspected the area (on 1/10/2011) it contained an arcuate ground crack that was not present when I made a recon inspection on 12/7/2010. The wood wall and railing lean downslope, and a concrete block and utility box are grossly tilted. An uncertain amount of gravel has been added to the ground surface here and a drainage pipe buried beneath the trail apparently is broken or discharges here. It is most likely that this failure is a slump (rotational failure) of wet fill soils and stress-cracked terrace sediments. (However, I note that terrace sediments more often fail as a planar or wedge slide, rather than as a slump. This detail is unimportant at this particular location.)

The second, questionable feature looks more like an erosion feature than an instability feature: it is a shallow gully beside the linear concrete structure in the trail. However, because the top of bluff is nearby and is near-vertical, the gully could indicate the location of an old, well-formed "stress-relief crack," which is an incipient failure location. If a failure is beginning here, it is most likely to occur as a block topple and/or planar landslide.

The third feature is again a scarp in the top-of-bluff. The face is vertical and exposes colluvium. The face contains many stress-relief cracks and there are car-sized blocks of soil downslope of part of the face. This area is failing by sequential block topples and severe raveling of the face due to the presence of many closely spaced stress-relief cracks (Photo).

I hand-augered borehole BGC-1 in a lawn just above the band of ivy that borders much of the upper side of the trail in order to determine the type of soils in a possible utilities realignment location. The 3.5"-diameter auger hole pierced ~2.5 ft of dark topsoil overlying dark yellow-brown sandy silt subsoil with rare to common well-rounded pebbles. The upper foot or so of the soil had been disturbed: I recovered a small piece of glass and of brick. I terminated the borehole because of the presence of an exposure on the nearby bluff face, which confirmed that the subsoils are deeper than 7 feet in this area.

Exploration location BGC-2, just west of the wood railing, is on the face of the scarp that defines the top-of-bluff. The face exposes the base of the subsoil unit, sandy well-graded gravel lenses (GW), and fine- to medium-grained sand (SP). The absence of the topsoil unit and most of the subsoil indicates that this location has been graded in the past. I estimate that more than 7 ft of soil were removed.

The slope on the downslope side of the trail is the top-of-bluff. It varies from a vertical or near vertical scarp at the east and west ends of the study area to a roughly 1:1 slope along the midportion of the trail. As noted, the vertical face at the west end of the trail exposes marine terrace sediments under a few inches of basal subsoil. There is an obvious lens of fill (angular imported rocks) here as well.

I walked the passable areas of ground below the trail: some areas are covered by essentially impenetrable Himalaya berries. Southwest of the Fulkerson residence there is the top of a knoll (a hard rock or "knocker" within the mélange). This knoll offers a vantage point. Viewed from that knoll, the hillslope below the west end and west midportion of the trail is planar (but gullied). It leads directly to the beach below. In contrast, the slope below the east end and east midportion is gently sloping.

The planar hillslope is mélange terrain that is failing primarily by earthflow. However, east of the knoll and an even larger rock at beach level there are slumps (rotational failures) in the terrain as well (BGC, 2009, contains discussion). Thus it is possible that slumps are present below the western part of the trail, hidden in brush.

The gently sloping terrain below the midportion and eastern end of the trail (the slopes due west of the Fulkerson parking area) are most likely colluvium composed primarily of disaggregated marine terrace sediments resting on mélange. The ground

in this area must creep and flow around the knoll so it is likely that the overall ground movement rate is much lower here than below the western part of the trail.

Stability Assessment

It goes without saying that the long-term assessment for any trail that is a few feet back from a steep bluff top is that there is a high risk of failure. However, the level of risk is dependent upon the considered time frame. For example, the risk probably is low (if there is no incipient failure plane already developed) viewed over a few years- to decade-long time frame, but it probably is high viewed over 75 years to a century, if for no other reason than a strong earthquake is likely to occur within that time period.

The three slope-failure features considered herein (Figure), viewed over a ~10- to ~20-year time frame, and assuming static (non-earthquake) conditions, have the following approximate risk of experiencing a slope failure that could remove part of the trail and damage the associated utilities:

- The existing west-end failure has a high to very high risk.
- The questionable feature beside the concrete strip has a low to moderate risk.
- The eastern top-of-bluff failure has a negligible to low risk.

Viewed over a ~50-year time frame (again under static conditions), these same features have these risk levels:

- West end, failure is certain (very high risk).
- Questionable feature, probably still moderate to low risk.
- East feature, probably low risk.

It probably also goes without saying that if the design basis earthquake (DBE) were to strike the region, the entire bluff edge could fail, taking the trail and utilities with it. (The DBE is the earthquake with a 10% chance of exceedance within the next 50 years. It produces the earthquake accelerations used in the engineering design of most structures.) A bluff-top failure triggered by the DBE could "bite back" anywhere from 5 ft to an estimated 25 ft, depending upon variables such as the soil moisture at the time and the intensity of the earthquake (a function of its nearness, epicenter location, and depth). If an 8+ to 9+ Cascadia subduction zone (Csz) earthquake were to occur, the top of bluff conceivably could fail much farther inland. A consideration of

just how far is beyond my scope. Also beyond consideration is the probable increase in the base-of-bluff erosion rate due to the global rise of sea level and the associated increased storm intensity due to the warming of the oceans.

I have drawn a colored dashed line on the attached Figure to represent the approximate upslope limit of static top-of-bluff failures within the next 10 to 20 years. The figure is not scaled, but my intent is to show the line back from the west bluff edge ~3 feet, back from the old wood retaining wall ~10 to 15 ft, and back from the two eastern failure features ~ 5 to 10 ft. These distances are estimates.

Options

Obviously, the safest option to take over the long-term is to relocate the trail and utilities upslope as far as practical. However, property owners in general are notoriously slow to grant an easement and notoriously fast to fight an eminent domain taking.

If the trail and utilities are not relocated, it is important at least to stabilize the western failure. Stabilization options for this area include a small driven sheet pile wall, a cast-in-place soldier pile wall, a Hilfiker welded wire wall, and possibly a gabion wall or a simple soil embankment reinforced with biaxial geogrid layers. The project engineer and City staff should decide which of these options is most appropriate.

A sheet pile wall is a retaining wall composed of long, thick blades of steel that are driven vertically (or at a slight incline) into the ground. They interlock to create a solid wall. The wall can have drain holes and often the top is tied back using soil anchors of some type. Sheet pile walls typically are comparatively expensive and the vibrations caused by the driving (or vibro-insertion) can cause bluff failures and cosmetic damage to structures. However, a sheet pile wall has a very low risk of failure if properly engineered and constructed.

A soldier pile wall typically is composed of cast-in-place reinforced concrete piers with batter boards at the top to retain soil. A soldier pile wall is less expensive to build than a sheet pile wall, and one can be installed relatively easily unless the terrace sands are saturated and calve. In that situation, the boreholes must be cased, which increases the cost of the wall. Drainage can pass beneath the batter boards.

A welded wire wall consists of interlocked mats of galvanized wire and lifts of compacted free-draining fill. To construct this wall, the existing fill and failing soils must be removed, and then equipment must cut a bench on which to build the wall.

For a failure this small, a wall constructed of stacked gabions is likely to be cost-effective. The work area must be prepared as for a welded wire wall, and then fill must be placed behind the stacked gabions. Empty gabions can be purchased and filled onsite with any type of available rock, or the Hilfiker company can deliver and install rock-filled gabions.

Finally, it might be least costly to excavate out all the moving soils and then build the area up again using lifts of compacted free-draining fill separated by mats of biaxial geogrid. Geogrid is a high tensile strength plastic that offers high shear resistance. This is a type of reinforced soil embankment (RSE).

Installed, any of the last three options (welded wire wall, stacked gabions, and RSE) would be exposed to a higher risk of eventual damage by slope failure than a sheet pile or soldier pile wall. However, one of these less expensive solutions still might be appropriate because it would cost less to build, sooner or later the top-of-bluff will fail to the east of this location, and then another repair will be necessary.

Recommendations

If you elect to relocate the utilities and trail upslope, I suggest you move them as far as practical and that the utilities be buried within the yellow-brown sandy silt subsoil unit (i.e., more than 2.5 ft in depth).

If you elect to construct any type of wall, I suggest that the construction drawings be based on the results of a focused site-specific geotechnical investigation. The study might entail using a geotechnical drill rig to advance one or two boreholes, using an excavator to dig test pits or even remove all of the existing failing materials, or both. The primary goal of the geotechnical investigation would be to determine the depth to undisturbed competent materials at the construction locale.

In addition, the design of a sheet pile or soldier pile wall should be based on the seismic parameters of the DBE.

Closure and Authentication

I thank you for hiring me to provide this evaluation. I trust that it delivers the information you need. Please call if you have questions or I can help in any other way.

Cordially,

Busch Geotechnical Consultants

CERTIFIED ENGINEERING GEOLOGIST
R. E. BUSCH, JR.
NO. 1448
STATE OF CALIFORNIA

R. E. Busch, Jr., Ph.D.
C.E.G. #1448

Attached: Van Wycke Trail Figure (1 p.)
Annotated Photographs (3 pp.)
Appendix IA: Logs of borehole BGC-1 and scarp face BGC-2 (2 pp.)
Appendix IB: Unified Soil Classification System (1 p.)

Repository\Geotech closed\Trinidad\Trinidad.Van Wycke Trail.doc

Reference Cited

BGC [Busch Geotechnical Consultants]. 2009. Results of factor-of-safety analysis and erosion-rate assessment for proposed Marshall residence, Edwards Street, Trinidad, Humboldt County, California [APN 042-042-005 and -013]. Unpubl. rept. dated November 20, on file at City of Trinidad and California Coastal Commission. 37 pp. + appends. + over-sized (pocket) figure.

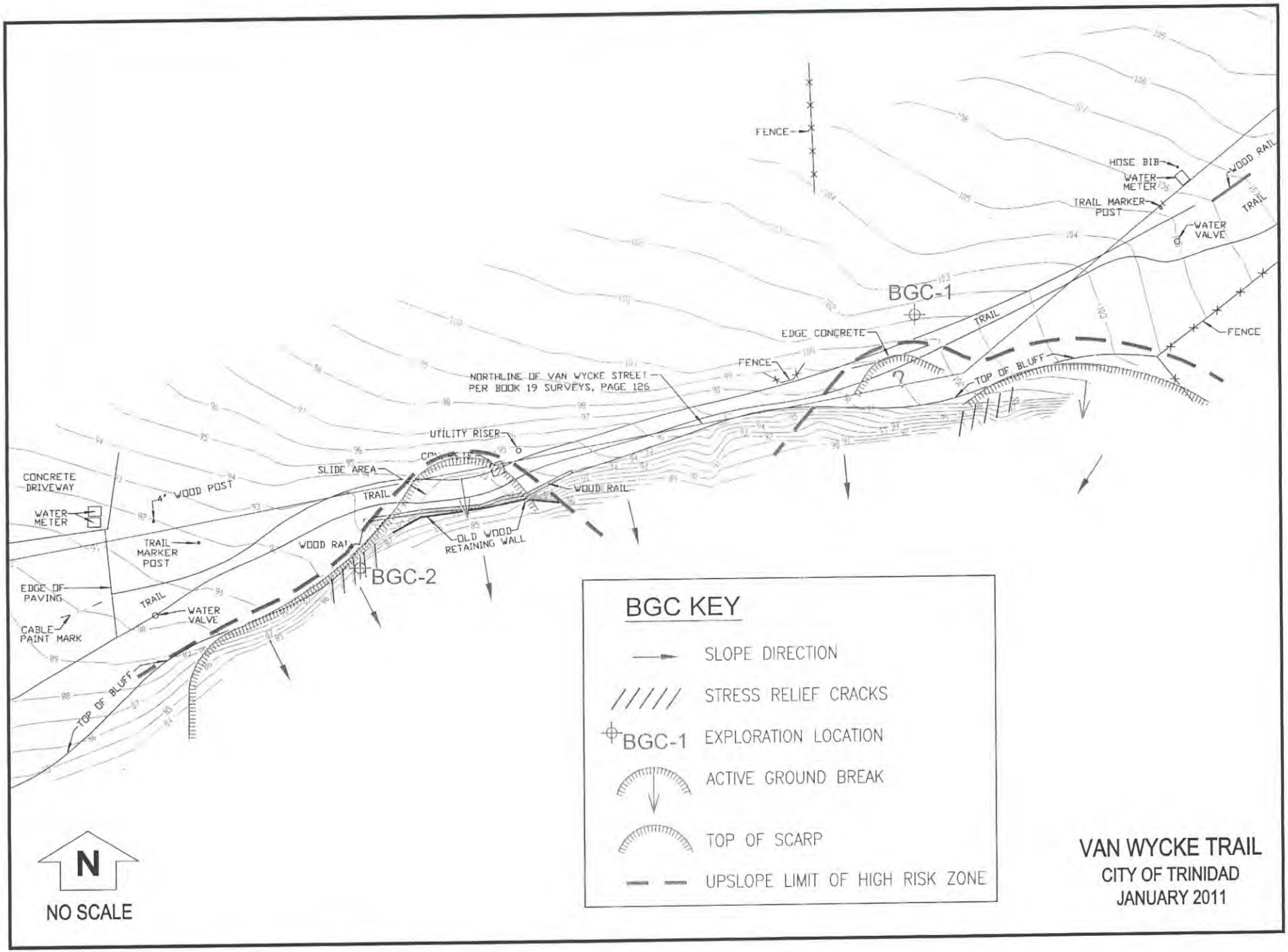

FENCE
HOSE BIB
WATER METER
WOOD RAIL
TRAIL MARKER POST
TRAIL
WATER VALVE
BGC-1
EDGE CONCRETE
TRAIL
FENCE
FENCE
NORTHLINE OF VAN WYCKE STREET PER BOOK 19 SURVEYS, PAGE 126
TOP OF BLUFF
UTILITY RISER
SLIDE AREA
CONCRETE DRIVEWAY
4" WOOD POST
WATER METER
TRAIL
WOOD RAIL
TRAIL MARKER POST
OLD WOOD RETAINING WALL
BGC-2
EDGE OF PAVING
TRAIL
WATER VALVE
CABLE PAINT MARK
TOP OF BLUFF
BGC KEY
SLOPE DIRECTION
STRESS RELIEF CRACKS
BGC-1 EXPLORATION LOCATION
ACTIVE GROUND BREAK
TOP OF SCARP
UPSLOPE LIMIT OF HIGH RISK ZONE
N
NO SCALE
VAN WYCKE TRAIL
CITY OF TRINIDAD
JANUARY 2011

Photo 1 (top). West failure. Note arcuate crack above concrete block, trending west toward dog. White paper on bluff edge (scarp top) marks location BGC-2. Photo 2. BGC-2 on scarp face. Shovel blade is dug into poorly graded gray sands (SP) below sandy gravels (GW). SP sands are failure prone.

Photo 3 (top). Block of partially cemented terrace sediment that has decoupled from the bluff face along a stress-relief crack. Sooner or later the block will topple over or slide. Photo 4. Scarp in the east failure. Note numerous stress relief cracks and thin slivers of subsoil. The ferns are on a toppled large block.

Photo 5. More of the east scarp. This photo is of the face under the large Monterey cypress. Note toppled block in lower left corner and stress-relief crack left of axe handle. The handle rests against a thin block of soil that is likely to topple off the face soon.

SOIL LOG **BUSCH GEOTECHNICAL CONSULTANTS**

Job: Trinidad Van Wycke Trail **Job #** 11-002 **By:** REB **Log #** BGC-1

Equipment: 3.5" HAND AUGER **Date:** 1-10-2011

datum: Ground surface in grass

Laboratory Data					depth	Unified Soil Classification
Uc (tsf)	shear strength (psf)	% water	dry density (pcf)	sample	in feet	texture, consistency, moisture, color, symbol
					0	TOPSOIL: SILT, SL. SANDY, SOFT, BLACK, ML. W/ Abundant roots.
					1	Glass and brick fragment at 1.0' depth (disturbed)
					1.8	1.8'– FIRST HINT OF SUBSOIL clasts (i.e., top of A-B horizon)
					2	2.4' Subsoil more abundant
					2.6	2.6' SUBSOIL: SILT, SANDY (FINE TO MEDIUM), SL. clayey, med. stiff, moist, dark yellow-brown, ML.
					3	Becomes stiff, less sandy, more clayey w/ depth.
					3.4	3.4 Few well-rounded coarse sand grains and fine gravels (pea gravel)
					4	
					5	5.25 Slight increase in %-sand and pebbles; NO noticeable color change.
					6	Augering becomes more difficult; soil turns as if it would be friable if dry.
					7	Pebbles up to 0.09' (maximum intercept) (rare)
					7.3	7.3 Bottom of hole in same. No color change.
					8	Note: Bluff face (scarp) to south exposes the subsoil unit across many feet; unit there contains many stress-relief cracks parallel to the face.
					9	Photos.
					10	

Notes: Uc (unconfined compressive strength) measured by penetrometer
"Quick" shear strength measured by torvane

SOIL LOG **BUSCH GEOTECHNICAL CONSULTANTS**

Job: Trinidad Van Wycke Trail **Job #** 11-002 **By:** REB **Log #** B6C-2
Equipment: Hand shovel + scraper **Date:** 1-10-2011

Laboratory Data DATUM: top of vertical scarp near wood retaining wall

Uc (tsf)	shear strength (psf)	% water	dry density (pcf)	sample	depth in feet	Unified Soil Classification texture, consistency, moisture, color, symbol
						STRIPPED SURFACE
					-	0.3' of basal subsoil unit (per B6C-1)
					-	0.6': % sand (fine to medium) increases (and pebbles)
					-	dramatically until unit is a silty sand, SM,
					1	medium dense, dark yellow-brown, dry to damp.
					-	1.6'
					-	Gravel, well-rounded, sandy, silty, med. dense, dark
					2	yellow-brown to strong brown (i.e., "orange"), GW.
					-	
					-	2.8'
					3	SAND, well-graded, pebbly, silty, med. dense, dark
					-	yellow-brown to strong brown (moist), damp to moist,
					-	SW. Gravels are "floating" in sand (unit is matrix-
					4	supported)
					-	3.9': SAND, poorly graded, fine to medium grained,
					-	med. dense to dense where non-cemented, faintly
					-	banded (laminae of rusted black sands separated
					5	by lithic sands) mottled dark and light yellow-
					-	brown and orange, SP. Contains stress-relief cracks
					-	5.6' bottom face (HAWS below: cleared face)
					6	
					-	mottling includes light gray sands by ~6.0' in depth
					-	
					7	
					-	
					-	Bottom of hand-dug hole in same SP.
					8	
					-	stress-relief cracks abundant in face but
					-	are not as dramatic as those in the bluff
					9	face by the east end of the trail. Photos.
					-	
					-	
					10	
					-	

Notes: Uc (unconfined compressive strength) measured by penetrometer
"Quick" shear strength measured by torvane

APPENDIX 1B

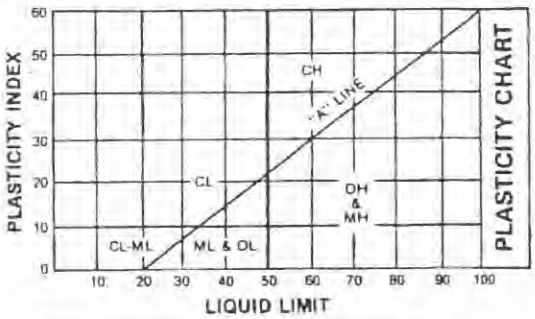
UNIFIED SOILS CLASSIFICATION SYSTEM

MAJOR DIVISIONS		SYMBOLS	TYPICAL NAMES
COARSE GRAINED SOILS (More than ½ of soil > no. 200 sieve size)	GRAVELS (More than ½ of coarse fraction > no. 4 sieve size)	GW	Well graded gravels or gravel-sand mixtures, little or no fines.
		GP	Poorly graded gravels or gravel-sand mixtures, little or no fines.
		GM	Silty gravels, gravel-sand-silt mixtures.
		GC	Clayey gravels, gravel-sand-clay mixtures.
	SANDS (More than ½ of coarse fraction < no. 4 sieve size)	SW	Well graded sands or gravelly sands, little or no fines.
		SP	Poorly graded sands or gravelly sands, little or no fines.
		SM	Silty sands, sand-silt mixtures.
		SC	Clayey sands, sand-clay mixtures.
FINE GRAINED SOILS (More than ½ of soil < no. 200 sieve size)	SILTS & CLAYS Liquid limit less than 50	ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands or clayey silts with slight plasticity.
		CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays.
		OL	Organic silts and organic silty clays of low plasticity.
	SILTS & CLAYS Liquid limit greater than 50	MH	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts.
		CH	Inorganic clays of high plasticity, fat clays.
		OH	Organic clays of medium to high plasticity, organic silty clays, organic silts.
HIGHLY ORGANIC SOILS		PT	Peat and other highly organic soils.

CLASSIFICATION CHART

CLASSIFICATION	U.S. STANDARD SIEVE SIZE
BOULDERS	Above 12"
COBBLES	12" to 3"
GRAVEL	3" to No. 4 sieve
Coarse	3" to ¼"
Fine	¼" to No. 4
SAND	No. 4 to No. 200
Coarse	No. 4 to No. 10
Medium	No. 10 to No. 40
Fine	No. 40 to No. 200
SILT & CLAY	Below No. 200 sieve

GRAIN SIZE CHART



PLASTICITY CHART

MOISTURE CONTENT (VISUAL CLASSIFICATION)
Dry – Damp – Moist – Wet

CONSISTENCY OF FINE GRAINED SOILS		DENSITY OF COARSE GRAINED SOILS	
CLASSIFICATION	COHESION (PSF)	CLASSIFICATION	STANDARD PENETRATION (BLOW COUNT)
Very Soft	0-250	Very Loose	0-4
Soft	250-500	Loose	4-10
Medium Stiff	500-1000	Medium	10-30
Stiff	1000-2000	Dense	30-50
Very Stiff	2000-4000	Very Dense	50 +
Hard	4000 +		

DENSITY - CONSISTENCY

Trinidad City Manager

From: Josh Wolf [JoshWolf@w-and-k.com]
Sent: Wednesday, January 26, 2011 3:24 PM
To: Trinidad City Manager
Subject: RE: Madrone Proposal for Van Wycke Trail

Steve,

It seems like a reasonable approach although it is a bit vague in the details. Obviously it is a temporary fix and the City should expect additional slumping/failure in the future. I do have a couple of suggestions:

1. Minimize the amount of rock added to the trail to minimize the weight on the wall/failure area.
2. Consider replacing the entire storm drain pipe adjacent to the failure area and include a slip joint or some extra slack in the pipe to allow for some movement. Otherwise, as soon as the hill moves/slumps, the storm drain will likely begin to leak again and compound the problem.

I gave Steve Allen the AT&T and PG&E utility letters for you to sign tomorrow as I won't be able to attend the meeting. Can you also send me the information on the street lights the City wants to use for HR3 and the contact information for the PG&E rep?

Good luck with the new job. It's been a pleasure working with you over the last few years.

Josh
Joshua A. Wolf, P.E.
WINZLER & KELLY
633 Third Street
Eureka, CA 95501
tel 707.443.8326
fax 707.444.8330
joshwolf@w-and-k.com

From: Trinidad City Manager [mailto:citymanager@trinidad.ca.gov]
Sent: Wednesday, January 26, 2011 2:27 PM
To: Josh Wolf
Subject: Madrone Proposal for Van Wycke Trail

Josh:

Let me know what you think of this. Thanks

Steve Albright
City Manager
Phone: (707) 677-3876

PROPOSAL

To: City of Trinidad

From: Sungnome Madrone of Madrone Enterprises

Re: Van Wycke Trail Repairs

Problem: On-going large slope failure conditions exist at the trail site leading to slumping and cracking of trail bed, exposure of concrete, and leakage of drainage pipes. This creates safety issues and has led to temporary trail closure.

Solutions: A long-term slope stabilization effort would be costly (100's of thousands) and take years to permit. Any efforts to stabilize this slope that does not include major armoring at the toe along the beach would be futile.

Short term solutions include temporary repairs to the trail and drainage system along with seeking no cost easements from the three upslope property owners to move the trail upslope.

Moving the trail upslope would give the city some time to pursue a major project involving extensive slope protection at the beach.

Short-Term Repairs should include:

1. Hand digging to expose the leaks in the drainage system that were discovered by site investigation and internal camera. Repair leaks. Care must be taken to not damage underground utilities.
2. Addition of more pressure treated 2" x 6" retaining boards to the slumped section of retaining wall and add approximately 10 cubic yards of road base gravel to level trail.
3. Add gravel to other small slumps and cracks in trail.
4. If funds permit, replace the 40 feet of 9" diameter pipe at the head of the drainage with a 12" diameter pipe.

Costs: Costs are estimated at $5,000.

Contractor: Madrone Enterprises (ME) has completed all repairs at this site for the past 15 years and is intimately familiar with all features at the site. These repairs have been very cost effective with the total costs for all planning, design, and repair work totaling less than $12,000. That is less than $1,000 per year of service life. I am a Landscape Contractor licensed to do design and construction work of this nature. I am bonded and insured and could be considered a "Sole Source" for this work.

Timing: This work can proceed this winter or spring as soon as another break in the weather occurs. The sooner the repairs are done the sooner the leaks will stop contributing to the bluff instabilities. Additional repair work will be needed in the future until long term slope stability measures are in place.

AGENDA ITEM #4

SUPPORTING DOCUMENTATION FOLLOWS WITH: 6 PAGES

4. Report on Vacation Dwelling Units Regulatory Ordinance Schedule

DISCUSSION/AGENDA ITEM X-4
Date: February 9, 2011

Item: **REPORT ON VACATION DWELLING UNITS REGULATORY ORDINANCE SCHEDULE**

Background: This time last year, the City Council appointed a Vacation Dwelling Units Advisory Committee. Between January and May of 2010, the Committee met frequently to discuss vacation dwelling units in Trinidad and make recommendations to the Council. A final report was presented at the June 9, 2010 Council meeting, and at its August meeting the Council approved moving forward with an ordinance to regulate vacation dwelling units in the City.

The proposed ordinance addresses regulations that would apply to all dwelling units in the City that are used as vacation rentals. At this time, the ordinance does not address any limit or cap to the number of units that can be used for this purpose.

The recommendations formed by the Committee and accepted by the Council have been forwarded to the City Attorney to be organized and written into an ordinance format. The recommendations address such things as number of persons per unit, parking, emergency contacts, and signage.

The City Attorney can discuss with the Council a time frame for preparing these recommendations as a proposed Ordinance.

Staff Recommendation: Accept this report, and take whatever other actions are deemed appropriate by the members of the City Council.

Attachments: Proposed VDU Ordinance.

Vacation Dwelling Unit Ordinance
Draft

ORDINANCE 2011-xx

AN ORDINANCE OF THE CITY OF TRINIDAD ADDING CHAPTER 17.54 TO TITLE 17 OF THE TRINIDAD MUNICIPAL CODE, AND AMENDING SECTION 3.20.030 OF THE TRINIDAD MUNICIPAL CODE

The City Council of the City of Trinidad does hereby ordain as follows:

ORDINANCE 2011-XX, SECTION 1:

There is hereby added to the Trinidad Municipal Code a new Chapter, Chapter 17.54, "City of Trinidad Vacation Dwelling Unit Ordinance," which shall read as follows:

Chapter 17.54

VACATION DWELLING UNITS

Sections:

17.54.010 Short Title
17.54.020 Definitions
17.54.030 Purpose
17.54.040 Requirements
17.54.050 Appearance and Visibility
17.54.060 Effect on Existing Vacation Dwelling Units
17.54.070 Location
17.54.080 Noise
17.54.090 Non-Permitted Uses
17.54.100 Number of Occupants Allowed
17.54.110 Tenancy
17.54.120 Traffic
17.54.130 Tourist Occupancy Tax
17.54.140 Violations--Penalty

17.54.010 Short Title.

This chapter shall be known and may be cited as "City of Trinidad Vacation Dwelling Unit Ordinance."

17.54.020 Definitions.

Occupant.

"Occupant" within this Chapter is synonymous with the definition of "Tourist" in Trinidad Municipal Code section 3.20.020G.

Transient Use.

"Transient use" means any contractual use of a structure or portion thereof for residential, dwelling or sleeping purposes, for any period of time which is less than 30 consecutive days.

Vacation Dwelling Unit.

"Vacation Dwelling Unit" (VDU) means any structure, accessory structure, or portion of such structures, which is contracted for transient use.

As used in this chapter, the definition of "Vacation Dwelling Unit" falls within the definition of "Lodging House" found in Trinidad Municipal Code section 3.20.020A but does not include "inn" or "motel" within Section 3.20.020A.

17.54.030 Purpose.

The purpose of this Chapter is to ensure that Vacation Dwelling Units are compatible with surrounding residential and other uses and will not act to harm or alter the neighborhoods within which they are located.

17.54.040 Requirements.

A. Business License and Fees.

Each VDU must procure a Business License which identifies the existence of a VDU at a particular address and declares the number of bedrooms in the VDU.

A Business License Fee of $100.00 will be charged for the first year of each VDU's operation. Annual renewals for subsequent years shall be at the same cost as a renewal for any other Business License in the City.

The City will notify all property owners within 300 feet of the VDU property of the VDU's Business License within _____ days of its issuance or re-issuance.

B. Contact Information.

1. Local Contact Person.

Each VDU must designate a local contact person on the Business License form. That person may be either the owner or the property manager, and that person must live within 25 miles of Trinidad so that he/she can respond personally to an emergency.

2. 24-Hour Emergency Contact Phone Number.

A 24-hour emergency contact phone number is required for each VDU. The 24-hour emergency contact phone number shall be prominently placed for the occupants' use inside the VDU. Any change to the emergency contact number shall be promptly provided to the Trinidad City Clerk and posted within the VDU.

The emergency contact phone number will be forwarded by the City Clerk to the Trinidad Police Department, the County Sheriff's Office, the Trinidad Volunteer Fire Department, and to each neighbor within 300 feet of the VDU.

If there is an emergency or complaint, and the emergency contact person does not respond, concerned persons will be encouraged to report the emergency through the 911 emergency calling system. If the VDU owner or property manager is deemed to be negligent in responding to an emergency situation more than two times in a 12-month period, the VDU's Business License may be revoked.

C. Parking.

A VDU must provide at least one on-site parking place per bedroom in the VDU. The parking space/s shall be entirely on the VDU property. VDU occupants may not use public right-of-way (street) spaces to meet their parking needs.

D. Septic System.

Each VDU's owner or property manager must provide proof that the septic system for the structure in which the VDU is located is designed to accommodate the number of bedrooms in the structure.

E. Signs.

A single sign no greater than 3 square feet in size shall be attached to the VDU structure or placed immediately adjacent to the front of the VDU structure. The purpose of the sign is to notify the public that the structure is or contains a VDU. The sign must provide a 24-hour emergency telephone contact number for complaints, and a business telephone number for persons seeking information on the VDU.

17.54.050 Appearance and Visibility.

The outside appearance of the VDU structure shall not change the residential character of the structure by the use of colors, materials, lighting, or signage (except as required by this Chapter). The VDU shall not create any noise, glare, flashing lights, vibrations, or odors which are not commonly experienced in residential areas.

17.54.060 Effect on Existing Vacation Dwelling Units.

Each individual holding a valid Trinidad Business License for a VDU existing at the time the VDU Ordinance is adopted shall be subject to the requirements of this Chapter of the Municipal Code upon its adoption. The owner of an existing VDU which does not meet the requirements of this Chapter will not be issued a Business License and may not use the VDU structure for VDU purposes.

17.54.070 Location.

VDU's are permitted in any zone district in the City that allows for single or multiple family dwelling units. No more than one VDU is permitted per parcel.

17.54.080 Noise.

Occupants of VDU properties shall not generate noise in excess of what might be expected in a residential neighborhood. Any noise occurring after 10:00 pm and before 8:00 am should be contained within the VDU and shall not be able to be heard by or offend any adjacent neighbors.

17.54.090 Non-Permitted Uses.

There shall be no permitted use of the VDU structure other than occupancy for dwelling or sleeping purposes, as defined in Section 3.20.020A of the Trinidad Municipal Code. Use for temporary events, such as weddings or parties, which are not hosted by the VDU's property owner are not permitted.

17.54.100 Number of Occupants Allowed.

The maximum number of occupants allowed in a VDU shall not exceed two persons per bedroom plus an additional two persons (e.g., a two-bedroom VDU may have six occupants).

17.54.110 Tenancy.

The rental of a VDU shall not be for less than two successive nights.

17.54.120 Traffic.

Vehicles used and traffic generated by the VDU shall not exceed the type of vehicles or traffic volume normally generated by a residence occupied by a full-time resident in a residential neighborhood.

17.54.130 Tourist Occupancy Tax.

The rental or other contractual use of a VDU is subject to a Tourist Occupancy Tax ("TOT"). Each VDU owner and/or manager shall meet all of the requirements of Trinidad Municipal Code Chapter 3.20, "Tourist Occupancy Tax," which addresses the registration of TOT collectors, and the collection, recordkeeping, reporting and remittances of applicable TOT.

17.54.140 Violations–Penalty.

Violations of this Chapter are punishable as either infractions or misdemeanors, pursuant to the provisions of Section 1.08 of the Trinidad Municipal Code. Each separate day in which a violation exists shall be considered a separate violation.

ORDINANCE 2011-XX, SECTION 2:

Section 3.20.030 of the Trinidad Municipal Code, entitled "Imposed--Rate" is amended to read as follows:

"For the privilege of occupancy in any lodging, each tourist is subject to, and shall pay, a Tourist Occupancy Tax ("TOT"). The TOT constitutes a debt owed by the tourist to the City. The tourist shall pay the TOT to the lodging house operator based on the rent charged by the operator at the time the rent is paid. If the rent is paid in installments, a proportionate share of the TOT shall be paid with each installment. The unpaid TOT shall be due upon the tourist's ceasing to occupy space in the lodging house. If for any reason the TOT due is not paid to the lodging house operator, the Tax Administrator may require that such TOT shall be paid directly to the Tax Administrator.

The TOT is hereby set in the amount of _____ percent (___%) of the rent charged by the operator.

The amount of the TOT may be set by resolution of the City Council from time to time."

ORDINANCE 2011-XX, SECTION 3:

This Ordinance shall take effect thirty days after its passage.

Passed, approved, and adopted this _____ day of _____, 2011 by the following roll call vote:

AYES:
NOES:
ABSTENTIONS:
ABSENT:

ATTEST:

_____
Gabriel Adams,
City Clerk,
City of Trinidad

APPROVED:

_____
Kathy Bhardwaj,
Mayor,
City of Trinidad

AGENDA ITEM #5

SUPPORTING DOCUMENTATION FOLLOWS WITH: 5 PAGES

5. Presentation and Approval of the 2009-10 Financial Audit

DISCUSSION/ACTION AGENDA ITEM X.2
Date: February 9, 2011

Item: **PRESENTATION AND APPROVAL OF THE 2009-10 FINANCIAL AUDIT**

Background: Ralph Marcello &Associates has completed its work on the annual audit for the Fiscal Year 2009-10.

This year's audit cost the City approximately $18,900 and $2,000 for drafting the financial statements. The total fee has increase in previous years due to increasing state and/or federal requirements on municipal financial audits. Despite rising cists, Ralph Marcello is offering to do the next year's audit for the exact same fee structure.

It would be an additional fee to have Ralph Marcello at the meeting, so he does not plan to be there. Since the approval of the audit is not a time-sensitive issue, action by the Council could be delayed to the March meeting if questions arise which cannot be answered by the people present.

Staff Recommendation: Receive and file the 2009-10 Annual Fiscal Audit, accept the Management Letter recommendations, and instruct the staff to implement those recommendations.

Attachments: The Financial Audit is available for review in Town Hall. Copies have been provided to the Council Members.

MARCELLO & COMPANY
CERTIFIED PUBLIC ACCOUNTANTS

2701 Cottage Way, Suite 30 / Sacramento, California 95825 / 916.979.9079

January 26, 2011

To the Trinidad City Council, and City Manager
Trinidad, California

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Trinidad for the year ended June 30, 2010. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by City of Trinidad are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during fiscal year 2009-10. We noted no transactions entered into by the governmental unit during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the City's financial statements was as follows:

> Because of the inadequacy of historic accounting records, we were unable to form an opinion regarding the amounts at which property and equipment, and accumulated depreciation, are recorded in the accompanying financial statements at June 30, 2010, therefore the reported capital assets, accumulated depreciation and related depreciation expense could be subject to change should the actual amounts become available.

Difficulties Encountered in Performing the Audit

We encountered some difficulties in dealing with the City's bookkeeping service in their providing us with accurate and complete trial balances, and supporting schedules. This was expected due to the change in accounting software during the 2009-10 fiscal year. However the audit this year was an improvement over the 2008-09 fiscal year audit; of which the previous bookkeeping firm quit without adequate notice.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. The following material misstatements detected as a result of audit procedures were corrected by management:

(1) Fifty+ adjusting journal entries to correct or adjust various account balances.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We requested and received certain representations from management that are included in the Management Representations Letter dated December 7, 2010.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention. Other issues that came to our attention that are appropriate to communicate to you at this time are as follows:

1. As mentioned previously, the City purchased new accounting software and installed it during the 2009-10 fiscal year. This software should provide accurate, and easy to read, accounting information for the City's 25+ funds. Given a normal learning curve of one year, the City's bookkeeper should be able to provide accurate trial balances and records by June 30, 2011.

2. Due to the small size of the accounting department which is typical in a small governmental unit, there is limited segregation of accounting duties. One way to reduce the risk of loss from misappropriation of assets is to purchase an employee fidelity insurance policy for an amount roughly equal to the amount of cash in the banks and investment portfolios at any given time. This policy addendum might be expensive, but the risk is high. Another way to reduce risk is to remove the City Clerk as a check signer. When one person is responsible for billing, collection and receiving cash, risks increase accordingly. As an oversight, the bank statements can be mailed to a post office box only accessible to city council members, who review these statements before they are forwarded to the bookkeeper for monthly reconciliation to the books. This

procedure does not prevent misappropriation of assets but gives those charged with governance the opportunity to review bank statements and cancelled checks for appropriateness.

3. The Harbor Lands Lease agreement does not include a penalty clause for late payments. The April 2010 billing was not received by the City until October 2010. Without a penalty clause there is no incentive or penalty for the vendor to make payments in a timely manner. The suggestion is to have an attorney insert such a clause in subject agreement.

4. The lessee in the Harbor Lands Lease agreement did not provide to the City a copy of their policy listing the City as "additional insured" subjecting the City to potential liability. The suggestion is to include that requirement on the annual invoice to the lessee with follow-up procedures established by the City.

5. Recommend the City review it's Investment Policy on an annual basis, and consider including it with their annual budget package, which is a practice common to many cities. This is important given the changing qualifications and experience of the individual(s) who make investment decisions. Our records indicate your Investment Policy was last updated July 13, 2005. That policy allows the City to invest in "Repurchase agreements." Those types of investments are extremely complicated, and what bankrupted Orange County.

6. Recommend that business license renewals for each fiscal year not be mailed out until after July 1st. This will insure that such revenue is recorded in the proper fiscal year.

7. California Government Code section 53647 (a) states "Interest on all money deposited belongs to, and shall be paid quarterly into the general fund....unless otherwise directed by law." In the past the City allocated part of its investment (interest) earnings to all its funds. This practice creates an unnecessary and time consuming burden on your bookkeepers. Funds that receive and spend intergovernmental revenue are created solely for receiving and disbursing such money, not to generate investment earnings, nor is there an expectation in these funds for investment earnings. Recommend that all investment earning be recorded in the general fund, and if the City Council should chose so, to allocate a portion of investment earning annually, at either December 31st or June 30th, to the funds it deems appropriate to receive a portion of such earnings. For example the business-type activity funds maintain a large amount of cash for the future replacement and repairs of the water utility, and for the future maintenance endowment of the cemetery fund once all available plots have been sold. These two funds do have, by design, an expectation of investment earnings in order to accumulate future reserves. Discussed further below.

8. In addition to the above, it is recommended to establish separate savings accounts for the water and cemetery enterprise funds. This recommendation has two benefits. First it removes money from the general cash pool and reduces the risks of misappropriation of assets if there is a two-signature requirement for withdrawal of funds, ie. City Council members, not those working in a non-segregation of duties environment. Second, it creates separate savings accounts that are clearly established for: (1) the future replacement of aging infrastructure and capital assets and (2) establishes an endowment-type account for the future maintenance of the cemetery. These types of accounts clearly show proper stewardship of the City's assets both for current needs and for the future. A portion of every water utility bill should have a clearly established separate line item for something to the effect "capital replacements." For example if the City establishes a $1.00 per month, per customer, fee for such replacements, the City would transfer roughly $318 per month into its reserve account because it has 318 customers. When the time comes to

replace pumps or major sections of water lines, the money would be transferred from the reserve account to the operating account. For the cemetery reserve account, the City should estimate the annual maintenance costs and judge how much will be required in the future. The City spends approximately $8,000 per year to maintain the cemetery. Given an estimated inflation rate of 3.5%, and an investment rate of return of 2%, The City should have $400,000 set aside in an endowment fund today if the cemetery could not sell additional plots and the general fund could not subsidize maintenance operations. The recommendation is to transfer all current cash in the cemetery fund to a new account, and deposit all cemetery plot sales to this account. Then have the general fund budget a transfer of $8,000 each year to the cemetery fund to cover current year operations, for the next 50 to 100 years.

9. "Reserve" designations of undesignated Fund Balances have not been created by the City Council in the past. These reservations indicate to the public that those charged with governance have recognized a need or goal, and have established or set in motion the path to achieve that goal. For example, it has been relayed to us that the City's fire department has earmarked approximately $85,000 of the undesignated general fund's Fund Balance. There is no evidence or written documentation of such a claim to the general fund's Fund Balance. Establishing "designations" by council resolution is how to achieve these goals. For fiscal year 2010-11 there are new terms to use in designating fund balances, which are explained in Note 12 of your 2009-10 financial statements. This same approach can be accomplished for setting aside reserves for future repairs to the town hall and other such capital assets, infrastructure and streets.

10. Other suggestions were relayed to management in our audit exit conference memorandum dated December 3, 2010.

This information is intended solely for the use of Trinidad City Council and management and is not intended to be and should not be used by anyone other than these specified parties, particularly due to the sensitive discussion of internal controls related to the cash and investment accounts.

Sincerely,

Marcello & Company, CPAs

AGENDA ITEM #6

SUPPORTING DOCUMENTATION FOLLOWS WITH: 11 PAGES

6. Council Position for RREDC vote in February on Governor's Redevelopment Proposal

DISCUSSION/ACTION AGENDA ITEM X-5

Date: February 9, 2011

Item:	**Council Position on Governor's Redevelopment Proposal for Redwood Region Economic Development Corporation Board Vote in February**
Background:	The RREDC considered taking a position on the State's Redevelopment Proposal. Redevelopment Agencies redirect property tax dollars away from schools and other local agencies. Redevelopment Agencies are typically created to address urban blight. The redevelopment Agency receives the future growth in property taxes from the area, known as the property tax increment. The RREDC Board will take a position on the State's interest in limiting Redevelopment Agencies. Councilmember Fulkerson wants input from the Trinidad Council.
Proposed Action:	Take a position in support, in opposition, or no position in preparation for RREDC Board vote in February.
Attachments:	Governor's Redevelopment Proposal, Legislative Analyst's Office

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65 YEARS OF SERVICE

January 18, 2011

Governor's Redevelopment Proposal

LEGISLATIVE ANALYST'S OFFICE

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Redevelopment Background

	Property Taxes to Redevelopment
Selected Counties	
San Bernardino	31%
Riverside	26
Butte	20
Solano	20
Selected Other Counties	
Los Angeles	12
Sacramento	5
San Francisco	7
Statewide Totals	**12%**

☑ ***Enacted by Statute, Modified by Constitutional Amendment.*** The California Community Redevelopment Law, which was first enacted in 1945 and substantially expanded in 1951, allows cities and counties to establish redevelopment agencies. In 1952, voters approved a constitutional amendment to allow redevelopment agencies to use the property tax as a funding source.

☑ ***Property Tax Increment Is Main Revenue Source.*** If a city or county creates a redevelopment project area to address urban blight, its redevelopment agency receives the future growth in property taxes from the area, known as the property tax increment. (Absent redevelopment, schools and other local agencies receive these tax revenues.)

☑ ***Redevelopment Receives Increased Share of Statewide Property Tax Revenues.*** The expansion of redevelopment agencies has gradually shifted property tax revenues away from schools and other local agencies. Redevelopment currently receives about 12 percent of statewide property tax revenues compared to 4 percent in 1983-84.

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Redevelopment Background *(Continued)*

☑ ***Use of Redevelopment Varies Across State.*** The percentage of property tax revenues allocated to redevelopment varies significantly at the local level. Some agencies have placed so much property under redevelopment that as much as one-fifth of their countywide assessed property values is under redevelopment. The City of Fontana's redevelopment agency receives more than two-thirds of property taxes paid in the city.

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LAO Assessment of Current Redevelopment Program

☑ ***No Reliable Evidence That Redevelopment Agencies Improve Overall Economic Development in California.*** There is no reliable evidence that redevelopment projects attract businesses to the state or increase overall economic development in California. The presence of a redevelopment area might shift development from one location to another, but does not significantly increase economic activity statewide.

☑ ***Redevelopment Diverts Property Taxes From K-14 Education and Other Local Programs.*** Redevelopment agencies receive approximately $5 billion of property tax revenue that would otherwise fund school districts, cities, counties, and special districts. The redevelopment agencies "pass through" about $1.1 billion to local agencies based upon negotiated agreements and state statute. Of this amount, approximately $300 million is passed through to schools with only $40 million offsetting state education costs. The state General Fund must backfill the remaining property tax revenues diverted from K-14 schools, at a cost of over $2 billion annually.

☑ ***Proposition 22 Greatly Constrains the State's Authority to Redirect Redevelopment Property Tax Revenues.*** The state has periodically enacted laws requiring redevelopment agencies to give shares of the property tax increment to school districts. For example, the state required redevelopment agencies to shift $2 billion to school districts over the last two fiscal years. Voter approval of Proposition 22 in 2010 greatly constrains the Legislature's authority to enact future revenue shifts.

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Governor's Proposal

☑ ***End Redevelopment Agencies.*** The Governor's proposal would dissolve existing redevelopment agencies by July 1. Local successor agencies would receive the property tax increment that currently goes to redevelopment agencies.

☑ ***Create Alternative Mechanism for Local Governments to Raise Revenue for Economic Development.*** To give communities greater capacity to promote economic development in the absence of redevelopment agencies, the Governor proposes a constitutional amendment to allow local voters to approve tax increases and general obligation bonds for these purposes by a 55 percent majority.

☑ ***Use Property Tax Increment to Offset General Fund Costs for One Year.*** In 2011-12, the successor agencies would use the redevelopment revenues to:

- Pay redevelopment debts and obligations, estimated by the administration to cost $2.2 billion.
- Offset $1.7 billion of state Medi-Cal ($840 million) and trial court ($860 million) costs.
- Allocate $1.1 billion to schools and other local agencies pursuant to existing pass through agreements.
- Distribute $210 million to cities, counties, and special districts in proportion to these agencies current shares of the property tax.

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☑ ***Shift Property Tax Increment to Local Agencies After 2011-12.*** Beginning in 2012-13, any property tax revenues remaining after the successor agencies pay redevelopment debt would be distributed to other local governments in the county following provisions in existing law, except that:

- The additional K-14 property taxes would augment their existing state funding (not offset state education spending under Proposition 98) and would be distributed to districts throughout the county based on enrollment.
- The property taxes that otherwise would be distributed to enterprise special districts would be allocated instead to counties. (These districts primarily are fee-financed water and waste disposal districts.)

☑ ***Shift Existing Housing Balances to Local Housing Authorities.*** Many redevelopment agencies maintain large housing fund balances meant to support low- and moderate-income housing. The Governor proposes to shift the existing balances to local housing authorities.

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Assessment of Governor's Proposal

☑ Strengths

- ***Shifts Responsibility for Local Economic Development to Local Governments.*** Shifting responsibility for local economic development to local governments makes sense. Local communities are in the best position to determine the types of programs and assistance needed to promote development in their communities. Ending state-assisted redevelopment also makes sense as the benefits of the program accrue primarily to local governments.
- ***Provides One-Time General Fund Relief.*** The proposal would offset $1.7 billion of state General Fund costs in 2011-12.
- ***Shifts Property Tax Revenue to Core Government Responsibilities.*** Given the size of the state's budget problem, it is necessary to reconsider the size and scope of state services. By ending state-supported redevelopment, the Governor's proposal reprioritizes state spending.
- ***Promotes Transparency in Future Local Redevelopment Activities.*** Redevelopment agencies have limited accountability compared to other local government agencies. Unlike most other local government entities, redevelopment agencies can incur debt without voter approval. Redevelopment agencies can also redirect property tax revenues from schools and other uses without voter approval or the consent of affected public agencies. The Governor's proposal to shift the responsibility for redevelopment to locals and require voter approval for economic development funding would improve transparency and accountability to the public.

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Assessment of Governor's Proposal *(Continued)*

☑ Limitations

- ***Many Details Need to Be Resolved.*** The Governor's proposal raises several legal, financial, and policy issues. Some of the major issues include:
  - Does the state have the authority to dissolve all redevelopment agencies immediately?
  - What entities will serve as the successor agencies? Will they have the capacity and proper fiscal incentive for managing redevelopment's remaining obligations?
  - What happens to redevelopment agencies' physical assets?
- ***Redevelopment Debt Costs Unclear.*** The Governor's proposal assumes redevelopment's obligations will be limited to $2.2 billion in 2011-12. Although the administration's approach for estimating redevelopment debt is reasonable, the actual level of ongoing redevelopment obligations is difficult to ascertain. If the amount is higher than the administration's estimate, then there would not be sufficient revenue to fully fund the remainder of the Governor's spending plan (offsets to state spending or the pass through to locals).
- ***Rationale for Increased School Funding Not Clear.*** The rationale for providing school districts with property tax revenues *in addition* to their existing property taxes is not clear. Such supplemental funding would create distributional issues among school districts in the state, further complicate an already complicated school finance system, and eliminate an opportunity to achieve ongoing General Fund savings.

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Assessment of Governor's Proposal *(Continued)*

- ***Disproportionate Impact on Some Local Agencies.*** Redistributing redevelopment's share of the property tax according to existing law would provide shares to local agencies based largely on the proportion of property taxes they received in the mid-1970s. Such a system does not allocate revenue in a way that reflects modern needs and preferences of local communities.
- ***Future Responsibility for Low- and Moderate-Income Housing Not Defined.*** Redevelopment is required to set aside 20 percent of its property tax revenue for low- and moderate-income housing. Although there are questions about the effectiveness of redevelopment agencies in providing housing, the Governor's proposal does not provide an ongoing funding source.

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Next Steps

☑ ***Pause New Redevelopment Activities.*** New financial obligations could constrain the state's ability to redirect redevelopment revenues and to realize the state savings and local benefits anticipated in the administration's proposal. Accordingly, we recommend that the Legislature pass urgency legislation as soon as possible prohibiting redevelopment agencies—during this period of legislative review—from taking actions that increase their debt.

☑ ***Resolve Key Legal Questions.*** The Legislature needs to answer key questions regarding its authority to end redevelopment agencies and the ownership of redevelopment assets.

☑ ***Gain Better Understanding of Redevelopment Finances and Ongoing Obligations.*** In order to have a more accurate estimate of the revenue that would be available after paying redevelopment debts and obligations, the Legislature and administration will need more information regarding the existing assets and ongoing obligations of redevelopment agencies. In addition to bond debt, the agencies may have short-term obligations, pending transactions and projects, or cash reserves.

☑ ***Consider Key Policy Questions.*** The Governor's proposal raises significant policy questions that the Legislature should address. The most notable policy decisions pertain to the ongoing use of property tax revenues:

- Should additional property tax revenue to schools offset the state's Proposition 98 costs?
- Should additional property tax revenue be distributed based upon local agencies' existing shares of base property tax?