



Posted: Friday, June 08, 2012

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

The Trinidad City Council will hold its regular monthly meeting on
WEDNESDAY, JUNE 13, 2012 at 7:00 PM
in the Town Hall at 409 Trinity Street

CLOSED SESSION BEGINS AT 6:00 PM

- I. **CALL TO ORDER/ROLL CALL**
- II. **PLEDGE OF ALLEGIANCE**
- III. **ADJOURN TO CLOSED SESSION**
 1. Government Code section 54956.9(b)(3): Pending Litigation
 - a. Discussion of pending litigation and contract issues.
- IV. **APPROVAL OF AGENDA**
- V. **APPROVAL OF MINUTES - May 09, 2012 cc May 16, 2012 scc**
- VI. **COUNCIL MEMBER REPORTS, INCLUDING COMMITTEE ASSIGNMENTS**
- VII. **ORAL STAFF REPORTS - Specific Department Reports, Planning Commission**
- 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 for May 2012
 2. Financial Status Reports for April 2012
 3. Establishment of a \$150 Planning Application Assistance Fee
 4. Treatment Plant Monitoring Upgrade Contract Change Orders
 5. Treasury Cash and Investments Report
 6. Authorize the City Manager to Sign the Letter of Commitment for the Luffenholtz Creek Sediment Reduction Project.
- X. **DISCUSSION/ACTION AGENDA ITEMS**
 1. Discussion/Decision regarding Verizon Proposal for Antenna Swap
 2. Discussion/Decision regarding Water Treatment Plant Upgrade
 3. Pubic Hearing to approve Resolution 2012-09; Adopting the final budget for Fiscal Year 2012-2013.
 4. Discussion/Decision regarding support for Air Service in Humboldt County
- XI. **COUNCIL, STAFF, or PUBLIC REQUESTS FOR FUTURE AGENDA ITEMS**
- XII. **ADJOURNMENT**

APPROVAL OF MINUTES FOR:

MAY 09, 2012 CC:
MAY 16, 2012 SCC

Supporting Documentation follows with: 7 PAGES

MINUTES OF THE REGULAR MEETING OF THE TRINIDAD CITY COUNCIL
WEDNESDAY, MAY 09, 2012

I. CALL TO ORDER/ROLL CALL

- Mayor Pro-Tem Fulkerson called the meeting to order at 7:00PM. Council members in attendance: Morgan, Miller, Davies, Fulkerson. *Bhardwaj was absent.*
- City Staff in attendance: City Clerk Gabriel Adams, City Manager Karen Suiker, City Engineer Josh Wolf, City Planner Trever Parker.

II. PLEDGE OF ALLEGIANCE

III. ADJOURNMENT TO CLOSED SESSION – No closed session scheduled.

IV. RECONVENE TO OPEN SESSION

V. APPROVAL OF AGENDA

Motion (Morgan/Davies) to approve the agenda as amended. Passed 4-0.

VI. APPROVAL OF MINUTES – April 11, 2012 cc

Motion (Davies/Miller) to approve the minutes as written. Passed 4-0.

VII. COMMISSIONERS REPORTS

Fulkerson: **RREDC**: Encouraging public involvement and city contributions to help meet the required deposit to bring American Airline's direct flights to Arcaate to LA.

Davies: Nothing to report.

Miller: Nothing to report.

Morgan: Announced upcoming Arts Nights, Garden Tour, Library Groundbreaking Ceremony, Chamber Meeting, Fish Fest. Also announced that he will be attending this month's HCOAG meeting as alternate, and that the city received a \$10,000 grant award from the Indian Gaming Committee for road work and safety cones.

VIII. STAFF REPORTS

Karen Suiker, City Manager

- Summarized staff report included in the Council meeting packet.

IX. ITEMS FROM THE FLOOR

Kai – Trinidad School student

Asked the Council to be willing to consider a future agenda item to ban the use of plastic bags.

Trinidad Coastal Land Trust

The land trust confirmed and secured funding necessary to purchase the Simmons / Trinidad Art property for a 5 year loan period. Repairs and maintenance needs are being assessed. Looking for a tenant or family that can live there and hopefully keep the art gallery open. The Land Trust has received a number of generous donations to build an addition on the new Library building to host an office, and be the Ned Simmons Gallery wing. The Land Trust is seeking additional funds from the community to supplement the project.

X. CONSENT AGENDA

1. Staff Activities Report for April 2012
2. Financial Status Reports for March 2012
3. Proclamation 2012-03; May 2012 as National Bike Month.
4. Proclamation 2012-04; Week of May 20, 2012 as Trinidad Library Week
5. Sale of Surplus Fire Engine 41.

5. Assignment of City's Contract with Winzler & Kelly to GHD, Inc.
7. Second reading of Accessory Dwelling Unit Ordinance (ADU) #2012-01 & Vacation Dwelling Unit Ordinance (VDU) #2012-02, and adoption of Resolution #2012-06 (ADU) and Resolution #2012-07 (VDU) for submittal of plan amendment to the Coastal Commission.

- *Motion (Miller/Davies) to approve consent agenda. **Passed 4-0***
- *Pulled No. 3 and read aloud. Introduced Maria Bauman from County Public Health. Read a brief statement on behalf of Bike to Work Day. Motion (Miller/Davies) to approve the proclamation. **Passed 4-0.***

XI. AGENDA ITEMS

1. Discussion/Decision regarding award of Main Street and Trinity Street Gateway Project.
City Manager Suiker explained that the bid opening for the Main Street & Trinity Street Gateway project was held April 17, with competitive results. Ford Logging Inc. dba Pacific Earthscape from McKinleyville presented the lowest bid of \$305,850 and GHD has reviewed their license and bonding information. It appears to be current and up to date.
- If the contract is awarded, the Notice of Award can be delivered to Ford Logging May 10. They will then have 7 calendar days to execute the agreement and submit the required bonds and insurance to the City. The Notice to Proceed is planned to be issued quickly so that construction can begin on or around May 29. There are 35 working days allowed for the Contractor to complete the work, which would correspond to construction ending in mid-July.
- City Engineer Josh Wolf** assured the Council that there would be no construction on the Main Street underpass until after the Fish Festival.
- Public comment included:
Brad Twoomey – Trinidad
What happened to all the money? There was \$100,000 remaining for this project. **Wolf** explained that additional funds are being reserved for contingencies and additions.
- Motion (Davies/Miller) to award the construction contract to Ford Logging Inc. dba Pacific Earthscape in the amount of \$305,850. **Passed 4-0***
2. Discussion/Decision regarding State Parks proposal to consolidate the Coastal Development Permit process for installation of tsunami warning signage in coastal State Parks in Mendocino, Humboldt, and Del Norte Counties.
City Manager Suiker explained that the North Coast Redwood District of the CA State Parks is preparing to install various tsunami warning signage along the coast within the State Park system. Because the Coastal Act is a State law, and the City of Trinidad is authorized to issue CDPs pursuant to its certified LCP, the City has CDP authority over state lands within its jurisdiction. However, the City only has CDP jurisdiction on State lands, and other City permit requirements and zoning, such as use permits and design review do not apply to State lands. The Park has requested that the City authorize them to consolidate their permit process into one application through the Coastal Commission. This means that the City would be relinquishing its CDP authority for just this one project. The result is that the Park will submit one application to be approved by the Coastal Commission rather than having to go to each local jurisdiction for individual CDP approval.
- State Parks Representative Michelle Forys** explained that in terms of Trinidad, the only signs proposed within City limits are two or three small 'entering' and 'leaving' signs on Trinidad State Park trails and one 'multi-coastal hazard' sign near the Marine Lab. Keep in mind that the City is only relinquishing its CDP authority, since City requirements for use permits or design review do not apply on State lands.

City Planner Trever Parker added that the authorization for consolidation must come from the legislative body.

Public comment included:
Mareva Russo – Trinidad

I hope that the State is considering using the smallest size sign as possible. It's also important that the signs are placed appropriately and tastefully. Let nature have the first word. The community would like to have a say in the size and placement of these signs. **Forys** explained that the public is welcome to attend the public meeting that will be held to permit these signs.

Council comment included:

Fulkerson: I appreciate residents keeping track of creeping signage and providing such thoughtful input.

*Motion (Miller/Davies) to authorize the consolidation and request the City Planner to write a letter to the Parks approving the consolidation. **Passed 4-0.***

3. Discussion/Decision regarding Verizon proposal for antenna swap of Trinidad Head.

City Manager Suiker explained that the City has been approached by a Verizon representative to seek permission for swapping the existing 3 panel antennas on the Trinidad Head Site with 3 proposed antennas of the same exact dimensions. The purpose of this swap is to enable an upgrade from 3G to 4G technology in order to stay competitive and keep up with the growing needs of customers and the applications available on handheld devices. There will be no addition of any kind to the site.

The Ground Lease includes language as follows:

"Lessee....may make alterations, improvements, additions or utility installations to or on the Site that are necessary for the conduct of the permitted uses of the Site, subject to the prior written approval of the Lessor."

This proposed project was discussed with Coastal Commission staff and the City's Planner has been advised that based on the staff's preliminary review, the antenna swap portion of the proposal is likely exempt from CDP requirements. Section 30610 contains the exemptions: *no coastal development permit shall be required pursuant to this chapter for... d) Repair or maintenance activities that do not result in an addition to, or enlargement or expansion of, the object of those repair or maintenance activities.* In 1978 the Coastal Commission adopted further guidance for these types of exemptions (entitled 'Repair, Maintenance and Utility Hook-up Exclusions from Permit Requirements'). This document includes the following language for communication facilities: *"A coastal permit is not required to maintain, replace, or modify existing overhead facilities, including the addition of equipment and wires to existing poles or other structures, right-of-way maintenance, and minor pole and equipment relocations. A coastal permit is not required ... [for] work required to supply increased demand of existing customers' facilities in order to maintain the existing standard of service."*

Suiker introduced **Verizon Representative Nathan (?)**. He explained that the project would include 30 feet of cable work that would be flush mounted and strapped to the existing wood poles. A bucket man-lift truck would be used to complete the project. No other equipment would be necessary other than what is currently used on-site.

Public comment included:

Brad Twoomey – Trinidad

Why are these changes needed? Technology demands more wireless needed. Additions and improvements are measured in signal strength and use intensity. The Coastal Commission has determined that improvements shall not be allowed.

Larry Goldberg – Trinidad

Cell service in this area has directly improved our quality of life. 4G is a way better technology than what is currently being used today. The phone IS the internet. It is critical to business, and keeping up with new technology is extremely important. I speak in favor of the upgrade.

Mareva Russo – Trinidad

Larry is right, high-speed service is great. I apologize to Nathan. Anyone handling inquiries about intensifying use should know that this is not the appropriate location for cellular facilities, and this proposal should not be permitted. I look forward to Verizon finding an alternative location.

Cindy Lindgren – Trinidad Area

The Coastal Commission ruled that no further improvements be made by the cell companies. We should be working with Verizon on an exit strategy.

Sungnome Madrone – Trinidad Area

I am a Verizon customer, and I value good service. I agree with Larry, but for 200 years we've been placing inappropriate developments on Trinidad Head. I'm not in favor of the upgrade.

Council comments included:

Morgan: I'm against allowing any further improvements on Trinidad Head. I don't care if it takes 5 additional sites, the facility should be relocated as soon as possible.

Miller: I strongly support a proactive approach to the 2017 exit. I do, however, support the antenna swap as proposed by Verizon. We need to work together and find an alternate location for this facility.

Davies: I appreciate both sides of the argument. I say we keep things status quo and leave it like it is. I'm not in favor of the upgrade.

Fulkerson: This is a very interesting discussion, and you certainly can't predict this Council. I saw this as a plus, but why isn't the technology used to transmit data shrinking like the handheld devices are?

City Manager Suiker assured the Council that Verizon is very aware of the Council's position to encourage an exit strategy, and that they are actively seeking alternative site proposals.

Nathan explained that there are 2 distinct issues here. Verizon doesn't need to be in a hurry to leave. Verizon meets all the requirements of the lease agreement with the city – rent is paid on time and in full. Verizon is keeping up with the demand for technology, and is pursuing new candidates to host a new facility in 2012. However, it will take 2-3 individual sites to simulate the Head's vantage. There are 5 years left under the current agreement. The FCC back's Verizon and their requirements to stay current with technology.

Motion (Miller) to authorize Verizon to proceed with the antenna swap as proposed. Motion failed due to lack of second. No further decision was made.

4. Discussion/Decision regarding agreement for planning services and General Plan Update Project Schedule.

City Manager Suiker explained that the agreement for Planning Services to be provided by Robert Brown (then working for Rising Sun Enterprises) was executed over 20 years ago, and although there is no termination date specified, much has changed and the agreement is in need of updating. An updated agreement to provide for Planning Services as provided by City Planner Trevor Parker is proposed to continue until July 1, 2014, with a two year extension possible. Termination could be initiated by either party by giving thirty days' notice. Rates would also increase under this agreement from what has been charged since 2006 (example: Senior Planner from \$48 to \$60/hour), and is consistent with rates charged to other public entities.

A substantial amount of Planning effort is expended on tasks leading to adoption of the General Plan Update. A project schedule is attached for council consideration, review and discussion. The proposed budget to be considered by the Council will include the following Planning tasks for FY 2012-13:

• General Planning & CEQA for General Plan	\$ 12,000
• ADU/VDU responding to Coastal Commission	500
• Planning Commission	4,800
• Permit Activity (reimbursable)	5,000
• Moss Subdivision and other city-generated projects	1,000
• OWTS program administration	500
• General Planning & inquiries from Commissioners	4,800
Total	\$ 28,600

Council comments included:

Miller: Planning does a good job representing the city. However, the public is critical of the amount spent on their services. They do a lot of work, and based on what I see, I support the agreement as proposed.

Morgan: How much have we spent on the General Plan so far?

Fulkerson: What's holding the General Plan up?

Public comment included:

Richard Johnson – Planning Commission Chair

The Commission meets once a month, and there have been many delays. Moss Subdivision, Homan, ADU's & VDU's The process is extremely transparent. We've been cutting and pasting a lot from other certified coastal plans. To connect the dots takes effort. We encourage input, but speeding through a General Plan update equals bad city ordinances.

Sungnome Madrone – Trinidad Area

I've worked on many General Plan updates, and been to numerous meetings. Without Richard and Trever, we wouldn't be as far as we are. I support saving cash, but I suggest you double up the resources allocated to get the project done more quickly! Use momentum. If you only budget the Planner one or two days a month to work on this, it will go on forever and eventually becomes inefficient.

Mareva Russo – Trinidad

Pointed out a few typos.

Council comments included:

Fulkerson: More money = gets done quicker. Let's consider that at the upcoming budget meeting.

Miller: Agree with Sungnome, but Planning Commissioners are volunteers. We can only expect them to do "so" much.

Morgan: I can support doubling the resources if we get some guarantees. Let's get a plan to accelerate completion deadlines. **City Planner Trever Parker** agreed that additional resources would help.

Motion (Miller/Davies) to:

1. Consider approval of Agreement for Planning Services; and
2. Review and approve General Plan Update Project Schedule and consider additional funding resources at the upcoming budget hearing.

Passed 4-0.

5. Discussion/Decision regarding Resolution 2012-04: Calling for an election to propose extension of the sales tax increase, and Resolution 2012-05: Election Consolidation.

City Manager Suiker explained that at the April 11, 2012 meeting, the Council directed staff to prepare documentation for a ballot measure for the November election regarding continuation of the sales tax add on.

In order to proceed, two resolutions need to be considered:

1. Resolution Calling for Election to Extend the Increase of the Transaction and Use (Sales) tax for four years, starting on April 1, 2013
2. Resolution Requesting the County to render election services.

The Council further requested staff contact the Board of Equalization (BOE) regarding their assessed costs, and the response is as follows:

If the add on continues at the same level, no set up charges are assessed. If the add on expires, no set up charges are assessed. If the amount of the add on changes, there will be an assessment based on how many other entities have changes, since the BOE distributes their costs to participating entities. The prior set up assessment charged the city was \$15,700.

Public comment included:

Sungnome Madrone – Trinidad Area
I support the sales tax extension.

Council comments included:

Morgan: I have big concerns with how it was sold to the community. It didn't fund fire capital reserves, and it was supposed to sunset. I don't support the tax extension.

Miller: Complimented the work of the City Manager and talked budget, numbers, salaries, etc. The tourists contribute greatly to the sales tax revenue. I support the measure.

Fulkerson: We could cut across the board. Streetlights, trees, library, parks, streets, environmental quality, etc. It's a bargain to me to pay what I do to receive the services we get from this additional revenue. I support it.

Motion (Miller/Davies) to approve resolutions 2012-04 and 2012-05. Motion passed by the following vote: 3 Yes, 1 No – Morgan.

XII. COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

XIII. ADJOURNMENT

- Meeting ended at 9:35pm.

Submitted by:

Gabriel Adams
City Clerk

Approved by:

Julie Fulkerson
Mayor Pro-Tem

DRAFT

MINUTES OF THE SPECIAL BUDGET MEETING OF THE TRINIDAD CITY COUNCIL
WEDNESDAY, MAY 16, 2012

- I. CALL TO ORDER/ROLL CALL
- II. PLEDGE OF ALLEGIANCE
- III. APPROVAL OF AGENDA

Only one agenda item: Proposed budget for 2012-2013

IX. ITEMS FROM THE FLOOR

Jim Cuthbertson requested that the Van Wycke trail be repaired as soon as possible.

X. AGENDA ITEM

Karen Suiker, City Manager, presented the budget proposal for fiscal year 2012-2013

Chamber of Commerce president, Dennis Koutouzos, discussed future projects and the financial needs of the Chamber for the next fiscal year. He stated that every dollar spent on tourism comes back to the City as TOT money and dollars spent by visitors at local businesses.

Patti Fleschner, representing the Museum Board of Directors, stated that the \$2,000 requested from the 2012-2013 budget will help cover operating expenses such as landscaping, utility bills and general maintenance of the common areas.

Council member comments:

Bhardwaj: Requested that both the Chamber of Commerce and Museum come back to the council after the %4% election in November.

Fulkerson: Requested a more formal accounting of money spent by the Chamber over the last two years. What other funding sources does the Chamber draw from? New street lights are a tremendous improvement! Council should consider joining the LGC (Local Government Commission). She will give the City Manager a list of services and associated cost to join.

Miller: Stated that he felt nervous about spending at this time. He fears that there will be fewer state and federal grants in the future, forcing the city to pay for road repairs and other projects out of the general fund. How much would it cost to accelerate the General Plan? City Manager should meet with City Planner.

Morgan: Agreed that the Chamber works hard to encourage tourism, bringing money into the local economy. Invite the City Planner to come to the next meeting to discuss planning costs.

Davies: Would like to see the Chamber's allocations vs. expenditures for the past year.

Public comment included:

Patti Fleschner: The Verizon towers provide a nice income & the contract should be renewed.

Richard Johnson: The ADU/VDU and OWTS programs are underfunded. General Plan funds should be increased.

Motion (Miller/Fulkerson) to accept the budget as proposed; allocating \$2,000 to the Museum and \$2,000 to the Chamber of Commerce and to revisit the allocations after the November election.

Motion passed by the following vote: Yes - Miller, Fulkerson. Morgan and Davies, No – Bhardwaj.

Meeting adjourned at 6:00pm.

Submitted by:

Approved by:

Sandra Cuthbertson
Clerk

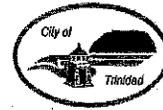
Kathy Bhardwaj
Mayor



CONSENT AGENDA ITEM 1

SUPPORTING DOCUMENTATION FOLLOWS WITH: 7 PAGES

1. Staff Activities Report for May 2012



STAFF ACTIVITIES REPORT

Through May 2012

A Staff Activities Report is provided to the City Council on a monthly basis, with additions to the previous report indicated in **bold type face**. Old information will be left on this report for a period of time and then removed or updated.

City Administration:

1. Code Analysis. The City has received the first draft analysis of its existing municipal codes as per its 2010 contract with Code Publishing Company from Seattle, and the City has now provided complete responses to all but 4 of the 47 proof questions. Code Publishing is incorporating our responses into the final draft of the code. The remaining 4 questions will be satisfied within the next week or two. Once this process is complete, the code will be indexed, and online version will be prepared, and the code will be published.
2. Treasury Cash and Investments Report. A report is presented as a separate agenda item to update the Council as to the city's cash position and demonstrate reconciliation of the cash with the city's accounting ledgers.
3. On-Site Waste Water Treatment (OWTS) Ordinance. A public education proposal from Streamline Planning to implement this ordinance was approved by the Council at its August 2011 meeting. Streamline is working on putting together public education materials to be mailed out to property owners. This is a prelude to requiring implementation of the Ordinance.
4. Library. A building permit has been secured and construction of this facility is expected to be underway soon.
5. Town Hall Sound System. We believe we have arrived at an acceptable microphone model to improve both sound and recording clarity; however, Mr. Jim Cuthbertson, who is one of the intended beneficiaries of an improved sound system, has requested deferral of any such purchase until he has the opportunity to hear for himself that the recommended model works to his satisfaction. We will verify Mr. Cuthbertson's attendance at an upcoming Council meeting and will once again borrow and temporarily install the replacement model for testing purposes. Funds have been incorporated in the 2012-13 proposed budget for an improved sound system.

6. **Budget Preparation.** A special council meeting/study session to receive a proposed preliminary budget was held on May 16, and the proposed final budget will be presented as a separate agenda item for this meeting.

7. **Sales Tax Add On.** The current .75% sales tax add on is scheduled to expire on March 31, 2013. The Council has adopted applicable resolutions in order for the tax add to appear on the November ballot.

8. **Indian Gaming Fund Grants.** The city was successful in securing two grant submittals under this funding source: (1) \$400 for purchase of visibility cones and (2) \$10,000 for grinding and replacing a section of failed asphalt roadway on Scenic Drive near Langford Road. We were pleased with the outcome of the grant distributions given the total amount available for this funding cycle was only \$37,202 (compared to \$145,975 the prior year).

9. **Cell Tower Lease Update.** The 20 year ground lease for the cell facility on Trinidad Head will expire April 16, 2017, although there is a five year option followed by a year to year continuation option. Verizon is aware of potential controversy with any renewal and is reviewing options, but until a site plan is made public with a planning application and resulting public hearing, site specifics are kept as proprietary information. Verizon has indicated they will do what they need to do to continue service in this area. T-mobile is also exploring coverage options for this area.

10. **Harbor Lease.** The lease agreement for the submerged lands between the City and the Rancheria expired in January 2011, and staff continues to negotiate with the Rancheria on suggested revisions to be able to bring forward a recommended new or extended lease.

PLANNING ISSUES

1. **General Plan.** The City's Planner has put together a project schedule leading to completion of the General Plan Update. There has been discussion of additional funding to allow for an accelerated process, and the proposed budget includes an additional \$10,000 for this purpose, which would be expected to accelerate the process by about 6 months.

2. **Accessory Dwelling Unit (ADU)/Vacation Dwelling Unit (VDU) LCP Amendment.** At the meeting in May, the Council adopted the necessary Resolutions to submit the application packets on the ADU and VDU regulations to the Coastal Commission.

3. **Moss Subdivision.** At a special meeting held November 10, 2011, the Council directed staff to appeal the decision by the Humboldt County Planning Commission to approve the Moss Subdivision on Fox Farm Road in Westhaven. A timely appeal was subsequently filed together with payment of the appeal fee of \$2,322.65. The County

Board of Supervisors approved an \$18,500 contract amendment for their EIR consultant to address the appeal issues at their meeting of March 20, 2012. The consultant can now begin work on addressing the appeal, followed by county staff drafting a report to the Board of Supervisors, and then scheduling a Board hearing. The county's internal Board hearing process takes a minimum of 38 calendar days.

Status of Grant Funded Programs

1. Project Name: Gateway Project

Source of Funds: Combination of Transportation Enhancement Funds, Federal High Risk Rural Roads Funds and local Proposition 1B funds

Status: The streetlight replacement component of this project has been completed; however, PG&E has not yet installed the photo cells to allow the lights to automatically turn on and off at the appropriate times. The accessibility, drainage and landscaping improvements are currently under construction. In an attempt to mitigate the impact to the businesses in the project area, the first item of work is in the area between Ocean and View, with 15 working days allowed to complete the work. The sidewalks/driveways in that area will be allowed to be closed for up to 7 consecutive days, but access to businesses will be maintained at all times (although it will not be ideal as people will be routed through the construction area). Construction is limited to between the hours of 8a.m. and 6p.m. week days. We are under an ambitious schedule to complete and be invoiced for that portion of the project paid with Proposition 1B funding, in order to meet the expenditure deadline of June 30, 2012.

2. Project Name: Town Hall Heating System

Source of Funds: Energy Efficiency Block Grant (\$25,000)

Status: All work on the installation of the furnaces and insulation has now been completed, and we have received reimbursement for \$24,000 of the total expenditures. The cost came in at \$1,598 over budget to make one of the units functional. No funds have been identified for this overage and it is likely the city may have to make up the difference as all other jurisdictions have fully expended their allocations.

3. Project Name: Turbidity Monitoring (SCADA upgrade)

Source of Funding: CA State Proposition (\$113,628)

Status: GHD is acting as the project manager. This project is well underway and substantially complete, having been delayed due to our inability to get clarification from the California Department of Public Health (CDPH) on the need to hire a

third party labor compliance officer. This was particularly confusing due to labor codes in effect at the time the contract was executed, and subsequent amendments and repeal of certain sections of those codes. The end result of dozens of e:mails and inquiries and referrals to numerous individuals over several weeks is that the City's project is not subject to labor compliance monitoring as the laws referenced in the City's funding agreement with CDPH no longer exist. Change orders related to this project are presented as a separate agenda item for this meeting.

4. Project Name: Water Plant Improvement Project

Source of Funding: Safe Drinking Water Revolving Fund (\$193,100)

Status: **A power point update on the planning and design of water system improvements funded by this grant will be presented as a separate agenda item for this meeting. Also presented will be a resolution to submit a funding application for the improvements as presented in the planning and design update. This is a follow up to the Notice of Intent to apply for Proposition 50 funds that was approved by the Council at the May, 2012 meeting. If the grant is awarded, it would provide for 100% funding.**

5. Project Name: Luffenholtz Creek Sediment Reduction

Source of Funding: California Department of Public Health (\$1,670,720)

Status: **The California Department of Public Health has issued a Letter of Commitment and authorization to sign that letter is a separate agenda item for this meeting. We have learned that design, specifications and CEQA must be complete before the final funding agreement with the City will be issued. This means a substantial cash outlay will be necessary before we are able to apply for reimbursement. The City has requested the cooperating project partners, GHD, RCAA and Green Diamond coordinate to complete these items prior to payment of City funds to facilitate the funding agreement and to avoid cash flow issues due to reimbursement delays. Those entities have agreed to carry their costs until the grant funds are available. The cost the city will be expected to carry would be about \$25,000 for the geotech and survey work as well as city staff. A contract with GHD will be presented for consideration at a subsequent council meeting.**

6. Project Name: Trinidad Pier Reconstruction (ASBS Project)

Source of Funding: CA State Proposition 84 (\$2,500,000)

Background: This is a Trinidad Rancheria project, in partnership with the City of Trinidad. The City has a grant from State Water Resources Control Board that will fund \$2.5 million of the estimated total cost of \$10 million for reconstruction of the Pier.

Status: The pier reconstruction is nearing completion. The last major component is the stormwater treatment system, which will be constructed as soon as we receive approvals from the State Water Resources Control Board and Coastal Commission. Staff from these agencies conducted a site visit on May 22. Following completion of the pier, there will be post project water quality monitoring and reporting needed to complete the grant in 2013.

7. Project Name: Storm Water Management Improvement

Source of Funding: CA State Proposition 84 (\$2,500,000)

Status: This project is currently in design phase, and this phase should be completed in September of this year. Construction is scheduled for spring and summer of 2013, with the project completed in 2014.

8. Project Name: Trinidad to Humboldt Bay Coastal Watershed Program

Source of Funding: Department of Conservation Watershed Coordinator Grant (\$293,910)

Status: The Trinidad to Humboldt Bay Watershed Coordinator worked with the Trinidad Bay Watershed Council to conduct a Watershed Night which was held May 18. Thirteen projects and organizations presented posters and information on Trinidad Bay-related projects, research and issues. Staff organized a May 17 panel discussion about the new California LiDAR imaging data sets available through the NOAA Digital Coast Website. LiDAR and GIS experts presented and answered questions about various aspects of obtaining and using this valuable resource. Approximately 50 professionals from federal, state and local agencies and organizations attended the meeting at the Aquatic Center in Eureka. Staff is working with Arcata and Eureka staff to organize a fall workshop on methods to reduce stormwater runoff to storm drains through installing low impact development projects.

9. Project Name: Azalea & Pacific

Source of Funding: Proposition 1B (\$55,000)

The design is being finalized on this project to widen and pave Azalea Way and portions of Pacific Street in order to bring the roads up to city standards, provide improved emergency vehicle access and improve the road drainage facilities. An open meeting geared specifically for property owners and/or tenants and other interested parties was held on May 9, with those in attendance generally supporting the design as presented. Since that meeting was held, we have received a number of concerns/complaints from residents who were not in attendance questioning the need for some of the project's components. To address these concerns, the engineers are exploring alternative surface types and initiating discussion with the fire chief

about narrowing the width as well as reviewing and minimizing the need for curbs. Another public meeting will be scheduled to present a revised plan and we are hopeful we will be able to mitigate many of the concerns.

Public Works Department

1. Van Wycke Trail. Warning signs have been placed at both ends of the trail to warn users of the unstable bluffs, and that use of the trail is at one's own risk. A request from resident Jim Cuthbertson to place warning signs further back on the trail was evaluated; however, staff is of the opinion the signs are appropriately placed at the start of both ends of the unstable area. Mr. Cuthbertson continues to request Council consideration to fund trail erosion control and repair. The city has funded an engineering analysis of proposed repair options, which ranged from \$120,000 to \$240,000. Based on this cost and the fact that ongoing movement of the trail would be expected in the future, the Council has taken no action to expend further resources on repair. The trail will continue to be maintained to the best of staff's ability.

2. Trinidad Head Maintenance Public Works staff has recently performed vegetation maintenance work to prepare trails for summer season with positive feedback from trail users.

3. Town Hall Maintenance. Staff has made substantial progress on working through a list of maintenance/repair items, and can report successful completion of the following:

- Roof leak repaired
- Completed inspection for leaks around roof jacks
- Cleaned gutters
- Completed stage repairs, replacing molding and staining to match existing structure
- Sanded and repainted southern facing window sills
- Scrubbed windows and inner sills
- Cleaned light fixtures
- Completed quarterly inspection of septic system
- **Foyer walls scrubbed**
- **West wall wainscoting scrubbed and painted**
- **Door trim painted**
- **Nails and staples pulled and spackled**

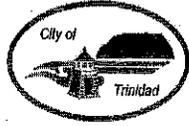
Although additional town hall improvement projects were anticipated (and budgeted) this fiscal year, the funds now need to be diverted to cover the unanticipated cost overrun on the furnace replacement project.

4. Lead and Copper Testing. Public Works has recently completed sampling for lead and copper as is required every three years, and the numbers are down significantly from the previous test results, due to modifications in the treatment system process. The results produced a reduction of copper by 33% and a reduction of lead by 75% as compared to 2008 results.

5. Humboldt County Leadership Academy Though the cooperative efforts of Humboldt County, Public Works Director Bryan Buckman has been allowed to enroll and participate in a leadership academy that the County presents from time to time for its management personnel. Sessions include issues related to influencing and negotiating skills for managers, coaching employees, driving organizational change, managing and resolving conflicts, managing oneself, and more. Participation involves five half day sessions over a five month period, plus various work assignments in between, and builds rapport and communication and cooperation between managers from different departments, and in our case, different entities. We are grateful to Humboldt County for expanding enrollment in this academy at no cost to the City.

.

.



CONSENT AGENDA ITEM 2

SUPPORTING DOCUMENTATION FOLLOWS WITH: 7 PAGES

2. Financial Status Reports for April 2012

City of Trinidad
Statement of Revenues and Expenditures
From 4/1/2012 Through 4/30/2012

		Current Month	Year to Date	Total Budget - Original	% of Budget
Revenue					
41010	PROPERTY TAX - SECURED	34,250.33	73,967.21	115,000.00	(35.68)%
41020	PROPERTY TAX - UNSECURED	0.00	3,021.82	0.00	0.00%
41040	PROPERTY TAX-PRIOR UNSECURED	0.00	57.69	0.00	0.00%
41050	PROPERTY TAX - CURRENT SUPPL	241.10	450.44	0.00	0.00%
41060	PROPERTY TAX-PRIOR SUPPL	39.00	150.49	0.00	0.00%
41071	MOTOR VEHICLES	387.90	1,039.66	0.00	0.00%
41072	PROP TX - BOOKING FEES	114.92	269.90	0.00	0.00%
41100	PROPERTY TAX - INTEREST +	38.55	38.55	0.00	0.00%
41110	PROPERTY TAX EXEMPTION	0.00	640.21	0.00	0.00%
41130	PUBLIC SAFETY 1/2 CENT	449.52	1,243.63	0.00	0.00%
41140	PROPERTY TAX - DOCUMENTARY RE	621.50	1,639.00	0.00	0.00%
41190	PROPERTY TAX ADMINISTRATION FE	(1,800.50)	(3,601.00)	0.00	0.00%
41200	LAFCO Charge	0.00	(585.09)	0.00	0.00%
41210	IN-LIEU SALES & USE TAX	0.00	11,809.20	0.00	0.00%
41220	IN LIEU VLF	0.00	13,257.50	0.00	0.00%
42000	SALES & USE TAX	7,492.87	121,883.10	180,000.00	(32.29)%
43000	TRANSIENT LODGING TAX	4,299.70	66,636.02	80,000.00	(16.70)%
47310	VEHICLE LICENSE COLLECTION	0.00	182.06	0.00	0.00%
47350	MOTOR VEHICLE LICENSE FEE GAP	0.00	704.32	0.00	0.00%
49080	MOTOR VEHICLE FINES	0.00	0.00	3,500.00	100.00%
53010	COPY MACHINE FEE	6.00	33.50	100.00	(66.50)%
53020	INTEREST INCOME	4,781.26	20,519.08	15,000.00	36.79%
53060	DONATIONS	0.00	50.00	0.00	0.00%
53090	OTHER MISCELLANEOUS INCOME	0.00	55,971.04	24,375.00	129.62%
54020	PLANNER- APPLICATION PROCESSIN	750.00	6,520.27	8,500.00	(23.29)%
54040	ENGINEER-APPLICATION PROCESSIN	0.00	0.00	500.00	100.00%
54050	BLDG. INSP-APPLICATION PROCESSI	0.00	42,872.07	30,000.00	42.91%
54100	ANIMAL LICENSE FEES	5.00	85.00	100.00	(15.00)%
54130	FARMERS MARKET BUSINESS LICENS	0.00	30.00	0.00	0.00%
54150	BUSINESS LICENSE TAX	95.00	8,601.00	7,500.00	14.68%
54300	ENCROACHMENT PERMIT FEES	50.00	350.00	400.00	(12.50)%
56150	FRANCHISE FEES	0.00	15,945.84	12,944.00	23.19%
56400	RENT - VERIZON	1,733.79	17,019.24	19,620.00	(13.26)%
56500	RENT - HARBOR LEASE	5,000.00	10,000.00	5,000.00	100.00%
56550	RENT - PG& E	8,411.33	8,411.33	0.00	0.00%
56600	RENT - OTHER TENNIS COURT	0.00	70.00	0.00	0.00%
56650	RENT - SUDDENLINK	1,079.58	4,014.99	4,200.00	(4.41)%
56700	RENT - TOWN HALL	490.00	9,410.00	8,500.00	10.71%
56800	RENT - MISC	0.00	0.00	500.00	100.00%
59999	INTERDEPARTMENTAL TRANSFER INC	0.00	0.00	5,000.00	100.00%
Total Revenue		<u>68,536.85</u>	<u>492,708.07</u>	<u>520,739.00</u>	<u>(5.38)%</u>

City of Trinidad
Statement of Revenues and Expenditures
201 - GFAdmin
From 4/1/2012 Through 4/30/2012

		Current Month	Year to Date	Total Budget - Original	% of Budget
Expense					
60900	HONORARIUMS	250.00	2,500.00	3,000.00	16.67%
61000	EMPLOYEE GROSS WAGE	5,461.97	60,621.96	72,615.00	16.52%
61250	OVERTIME	0.00	0.00	1,500.00	100.00%
61470	FRINGE BENEFITS	46.16	478.91	0.00	0.00%
65000	EMPLOYEE TAXES, INSUR & BENEFI	0.00	0.00	8,746.00	100.00%
65100	DEFERRED RETIREMENT	488.22	3,031.50	0.00	0.00%
65200	MEDICAL INSURANCE AND EXPENSE	363.60	3,878.49	6,384.00	39.25%
65300	WORKMEN'S COMP INSURANCE	0.00	4,485.68	0.00	0.00%
65400	UNEMPLOYMENT COMPENSATION	1,700.33	1,700.33	0.00	0.00%
65500	EMPLOYEE MILEAGE REIMBURSEMENT	33.00	591.00	1,200.00	50.75%
65600	PAYROLL TAX	436.53	4,837.93	0.00	0.00%
68090	CRIME BOND	0.00	700.00	0.00	0.00%
68100	FIDELITY BOND	0.00	0.00	770.00	100.00%
68200	INSURANCE - LIABILITY	0.00	5,210.70	10,908.00	52.23%
68300	PROPERTY & CASUALTY	0.00	3,747.60	4,387.00	14.57%
71100	ATTORNEY-MEETINGS	0.00	646.50	15,000.00	95.69%
71110	ATTORNEY-ADMINISTRATIVE TASKS	0.00	4,170.67	8,000.00	47.87%
71130	ATTORNEY-LITIGATION	0.00	8,757.00	10,000.00	12.43%
71210	CITY ENGINEER-ADMIN. TASKS	98.25	1,810.50	2,000.00	9.47%
71220	CITY ENG-APPLICATION PROCESS	0.00	0.00	2,000.00	100.00%
71300	CITY PLANNER-MEETINGS	48.00	3,048.00	4,200.00	27.43%
71310	CITY PLANNER-ADMIN. TASKS	1,197.25	11,893.18	7,000.00	(69.90)%
71320	CITY PLANNER-APPL. PROCESS	0.00	9,084.00	7,000.00	(29.77)%
71330	CITY PLANNER-ENFORCEMENT	0.00	201.50	0.00	0.00%
71340	CITY PLANNER - SPECIAL PROJECT	534.00	8,181.00	25,000.00	67.28%
71400	BLDG.INSPECTOR-MEETINGS	1,245.00	5,969.33	0.00	0.00%
71410	BLDG INSPECTOR-ADMIN TASKS	0.00	4.69	0.00	0.00%
71420	BLDG INSPECTOR-PERMIT PROCESS	0.00	14,507.52	25,000.00	41.97%
71430	BLDG INSPECTOR-ENFORCEMENT	0.00	90.00	0.00	0.00%
71510	ACCOUNTANT-ADMIN TASKS	635.54	10,931.58	20,000.00	45.34%
71620	AUDITOR-FINANCIAL REPORTS	0.00	11,067.00	11,913.00	7.10%
72000	CHAMBER OF COMMERCE	1,500.00	5,500.00	4,500.00	(22.22)%
72100	BAD DEBTS	0.00	109.98	0.00	0.00%
75110	FINANCIAL ADVISOR/TECH SUPPORT	237.00	1,006.75	1,200.00	16.10%
75160	LIBRARY RENT & LOCAL CONTRIB.	0.00	0.00	1,500.00	100.00%
75170	RENT	650.00	6,500.00	7,800.00	16.67%
75180	UTILITIES	202.91	3,854.28	4,000.00	3.64%
75190	DUES & MEMBERSHIP	0.00	357.08	1,000.00	64.29%
75200	MUNICIPAL/UPDATE EXPENSE	0.00	8,871.38	9,822.00	9.68%
75220	OFFICE SUPPLIES & EXPENSE	441.07	4,910.25	4,500.00	(9.12)%
75240	BANK CHARGES	5.40	115.00	0.00	0.00%
75300	CONTRACTED SERVICES	0.00	600.00	0.00	0.00%
75990	MISCELLANEOUS EXPENSE	0.00	0.00	1,900.00	100.00%
76110	TELEPHONE	109.93	1,482.84	2,500.00	40.69%
76130	CABLE & INTERNET SERVICE	99.00	1,547.55	2,000.00	22.62%
76150	TRAVEL	0.00	0.00	1,500.00	100.00%
78160	BUILDING REPAIRS & MAINTENANCE	142.53	2,174.98	3,500.00	37.86%
78190	MATERIALS, SUPPLIES & EQUIPMEN	101.84	1,775.54	5,000.00	64.49%
Total Expense		<u>16,027.53</u>	<u>220,952.20</u>	<u>297,345.00</u>	<u>25.69%</u>

City of Trinidad
Statement of Revenues and Expenditures
301 - Police
From 4/1/2012 Through 4/30/2012

		<u>Current Month</u>	<u>Year to Date</u>	<u>Total Budget - Original</u>	<u>% of Budget</u>
Expense					
61000	EMPLOYEE GROSS WAGE	1,390.64	14,976.51	19,585.00	23.53%
61470	FRINGE BENEFITS	0.00	1.15	0.00	0.00%
65000	EMPLOYEE TAXES, INSUR & BENEFI	0.00	0.00	2,359.00	100.00%
65300	WORKMEN'S COMP INSURANCE	0.00	603.62	0.00	0.00%
65600	PAYROLL TAX	106.56	1,147.58	0.00	0.00%
71620	AUDITOR-FINANCIAL REPORTS	0.00	846.00	0.00	0.00%
75170	RENT	650.00	6,500.00	7,800.00	16.67%
75180	UTILITIES	98.69	1,798.14	1,200.00	(49.84)%
75190	DUES & MEMBERSHIP	0.00	122.00	0.00	0.00%
75220	OFFICE SUPPLIES & EXPENSE	28.75	101.35	300.00	66.22%
75300	CONTRACTED SERVICES	0.00	37,058.75	82,745.00	55.21%
75350	ANIMAL CONTROL	113.00	1,130.00	1,396.00	19.05%
75990	MISCELLANEOUS EXPENSE	0.00	44.76	0.00	0.00%
76110	TELEPHONE	77.49	793.00	1,800.00	55.94%
78150	VEHICLE REPAIRS	0.00	882.45	883.00	0.06%
78160	BUILDING REPAIRS & MAINTENANCE	0.00	39.00	0.00	0.00%
78190	MATERIALS, SUPPLIES & EQUIPMEN	50.75	50.75	0.00	0.00%
78210	Advertising Outreach & Project	0.00	61.50	0.00	0.00%
Total Expense		<u>2,515.88</u>	<u>66,156.56</u>	<u>118,068.00</u>	<u>43.97%</u>

City of Trinidad
Statement of Revenues and Expenditures
401 - Fire
From 4/1/2012 Through 4/30/2012

	<u>Current Month</u>	<u>Year to Date</u>	<u>Total Budget - Original</u>	<u>% of Budget</u>	
Expense					
60900	HONORARIUMS	150.00	1,500.00	1,800.00	16.67%
75180	UTILITIES	86.17	2,385.53	2,638.00	9.57%
75190	DUES & MEMBERSHIP	0.00	10.00	10.00	0.00%
75260	BACKGROUNDS / EDUCATION	0.00	0.00	1,000.00	100.00%
75300	CONTRACTED SERVICES	0.00	0.00	175.00	100.00%
75990	MISCELLANEOUS EXPENSE	0.00	150.00	0.00	0.00%
76110	TELEPHONE	7.93	50.32	175.00	71.25%
76140	RADIO & DISPATCH	0.00	1,602.26	0.00	0.00%
78140	VEHICLE FUEL & OIL	0.00	68.22	750.00	90.90%
78150	VEHICLE REPAIRS	0.00	3,715.74	6,400.00	41.94%
78160	BUILDING REPAIRS & MAINTENANCE	0.00	1,207.02	500.00	(141.40)%
78190	MATERIALS, SUPPLIES & EQUIPMEN	1,955.00	8,936.56	7,500.00	(19.15)%
78200	EQUIPMENT REPAIRS & MAINTENANC	0.00	0.00	1,500.00	100.00%
90000	Capital Reserves	20,000.00	20,000.00	50,000.00	60.00%
96200	TRANSFER OUT	0.00	50,000.00	0.00	0.00%
	Total Expense	<u>22,199.10</u>	<u>89,625.65</u>	<u>72,448.00</u>	<u>(23.71)%</u>

City of Trinidad
Statement of Revenues and Expenditures
501 - PW (Public Works)
From 4/1/2012 Through 4/30/2012

		Current Month	Year to Date	Total Budget - Original	% of Budget
Expense					
61000	EMPLOYEE GROSS WAGE	3,066.75	32,063.25	39,180.00	18.16%
61250	OVERTIME	0.00	188.20	3,000.00	93.73%
61470	FRINGE BENEFITS	0.00	2.31	0.00	0.00%
65000	EMPLOYEE TAXES, INSUR & BENEFI	0.00	0.00	4,720.00	100.00%
65100	DEFERRED RETIREMENT	300.44	2,888.41	0.00	0.00%
65200	MEDICAL INSURANCE AND EXPENSE	1,462.56	14,660.96	21,113.00	30.56%
65300	WORKMEN'S COMP INSURANCE	0.00	1,846.76	0.00	0.00%
65600	PAYROLL TAX	257.42	2,607.66	0.00	0.00%
68200	INSURANCE - LIABILITY	0.00	473.70	992.00	52.25%
71210	CITY ENGINEER-ADMIN. TASKS	0.00	4,077.75	5,000.00	18.45%
71250	CITY ENGINEER - PROJECT FEES	0.00	4,596.25	2,500.00	(83.85)%
71510	ACCOUNTANT-ADMIN TASKS	0.00	0.00	1,100.00	100.00%
75180	UTILITIES	0.00	35.52	0.00	0.00%
75300	CONTRACTED SERVICES	0.00	0.00	1,500.00	100.00%
75370	UNIFORMS/PERSONAL EQUIP.	0.00	81.77	0.00	0.00%
78100	STREET MAINT/REPAIR/SANITATION	0.00	43,318.38	114,700.00	62.23%
78120	STREET LIGHTING	305.12	3,207.35	4,800.00	33.18%
78125	Street Lighting - Improvements	0.00	0.00	40,000.00	100.00%
78130	TRAIL MAINTENANCE	56.50	152.78	1,000.00	84.72%
78140	VEHICLE FUEL & OIL	404.38	3,614.49	3,000.00	(20.48)%
78150	VEHICLE REPAIRS	0.00	2,272.40	4,300.00	47.15%
78160	BUILDING REPAIRS & MAINTENANCE	0.00	265.07	0.00	0.00%
78190	MATERIALS, SUPPLIES & EQUIPMEN	(1,122.98)	3,102.03	5,500.00	43.60%
78200	EQUIPMENT REPAIRS & MAINTENANC	0.00	227.73	0.00	0.00%
Total Expense		<u>4,730.19</u>	<u>119,682.77</u>	<u>252,405.00</u>	<u>52.58%</u>

City of Trinidad
Statement of Revenues and Expenditures
204 - IWM
From 4/1/2012 Through 4/30/2012

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
Revenue					
46000	GRANT INCOME	0.00	5,000.00	5,000.00	0.00%
47600	BLUE BAG SALES	184.00	2,607.00	3,500.00	(25.51)%
47650	RECYCLING REVENUE	4,982.30	27,023.25	32,000.00	(15.55)%
	Total Revenue	<u>5,166.30</u>	<u>34,630.25</u>	<u>40,500.00</u>	<u>(14.49)%</u>
Expense					
61000	EMPLOYEE GROSS WAGE	1,032.83	10,777.37	13,265.00	18.75%
61250	OVERTIME	0.00	57.51	0.00	0.00%
65000	EMPLOYEE TAXES, INSUR & BENEFIT	0.00	0.00	1,598.00	100.00%
65100	DEFERRED RETIREMENT	123.94	1,229.14	0.00	0.00%
65200	MEDICAL INSURANCE AND EXPENSE	417.95	4,178.95	6,461.00	35.32%
65300	WORKMEN'S COMP INSURANCE	0.00	591.62	0.00	0.00%
65600	PAYROLL TAX	88.48	901.04	0.00	0.00%
75120	WASTE RECYCLING PICKUP/DISPOSA	1,360.00	14,000.00	16,000.00	12.50%
75130	GARBAGE	0.00	556.99	0.00	0.00%
75140	BLUE BAG PURCHASES	0.00	2,385.00	3,500.00	31.86%
78100	STREET MAINT/REPAIR/SANITATION	485.35	4,113.99	7,000.00	41.23%
78190	MATERIALS, SUPPLIES & EQUIPMEN	0.00	325.16	1,000.00	67.48%
78210	Advertising Outreach & Project	213.80	302.60	0.00	0.00%
85000	CAPITAL OUTLAY	0.00	4,719.45	4,800.00	1.68%
	Total Expense	<u>3,722.35</u>	<u>44,138.82</u>	<u>53,624.00</u>	<u>17.69%</u>
	Net Income	<u>1,443.95</u>	<u>(9,508.57)</u>	<u>(13,124.00)</u>	<u>(27.55)%</u>

City of Trinidad
Statement of Revenues and Expenditures
601 - Water
From 4/1/2012 Through 4/30/2012

	Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget	
Revenue					
53020	INTEREST INCOME	0.00	0.00	20,000.00	(100.00)%
53090	OTHER MISCELLANEOUS INCOME	1,276.48	1,926.48	1,000.00	92.65%
57100	WATER SALES	22,871.35	191,017.65	221,000.00	(13.57)%
57300	NEW WATER HOOK UPS	0.00	0.00	9,000.00	(100.00)%
57500	WATER A/R PENALTIES	1,012.45	7,159.18	6,000.00	19.32%
	Total Revenue	<u>25,160.28</u>	<u>200,103.31</u>	<u>257,000.00</u>	<u>(22.14)%</u>
Expense					
61000	EMPLOYEE GROSS WAGE	6,543.70	68,021.22	83,354.00	18.39%
61250	OVERTIME	0.00	271.86	5,000.00	94.56%
61470	FRINGE BENEFITS	0.00	2.31	0.00	0.00%
65000	EMPLOYEE TAXES, INSUR & BENEFI	0.00	0.00	10,040.00	100.00%
65100	DEFERRED RETIREMENT	729.50	7,251.90	0.00	0.00%
65200	MEDICAL INSURANCE AND EXPENSE	2,854.59	28,543.71	43,590.00	34.52%
65300	WORKMEN'S COMP INSURANCE	0.00	3,877.88	0.00	0.00%
65600	PAYROLL TAX	556.80	5,676.80	0.00	0.00%
68200	INSURANCE - LIABILITY	0.00	3,789.60	7,933.00	52.23%
68300	PROPERTY & CASUALTY	0.00	2,498.40	2,925.00	14.58%
71110	ATTORNEY-ADMINISTRATIVE TASKS	0.00	201.50	4,500.00	95.52%
71210	CITY ENGINEER-ADMIN. TASKS	0.00	0.00	43,620.00	100.00%
71230	ENGINEER-SPECIAL PROJECTS	0.00	14,785.50	14,848.00	0.42%
71510	ACCOUNTANT-ADMIN TASKS	342.21	5,886.22	9,000.00	34.60%
71620	AUDITOR-FINANCIAL REPORTS	0.00	8,987.00	9,000.00	0.14%
72100	BAD DEBTS	0.00	80.72	0.00	0.00%
75180	UTILITIES	696.08	9,635.13	14,000.00	31.18%
75190	DUES & MEMBERSHIP	0.00	556.68	900.00	38.15%
75220	OFFICE SUPPLIES & EXPENSE	320.00	2,156.02	2,000.00	(7.80)%
75230	INTEREST EXPENSE	0.00	1,363.50	1,935.00	29.53%
75240	BANK CHARGES	0.00	20.00	0.00	0.00%
75280	TRAINING / EDUCATION	0.00	315.00	0.00	0.00%
75990	MISCELLANEOUS EXPENSE	0.00	52.08	250.00	79.17%
76100	TELEPHONE & COMMUNICATIONS	81.77	81.77	0.00	0.00%
76110	TELEPHONE	41.42	677.26	1,500.00	54.85%
76130	CABLE & INTERNET SERVICE	49.00	490.00	588.00	16.67%
76160	LICENSES & FEES	0.00	2,245.01	2,200.00	(2.05)%
78140	VEHICLE FUEL & OIL	124.93	1,561.69	3,000.00	47.94%
78150	VEHICLE REPAIRS	0.00	1,408.34	1,500.00	6.11%
78160	BUILDING REPAIRS & MAINTENANCE	0.00	1,110.10	2,000.00	44.49%
78170	SECURITY SYSTEM	0.00	1,743.60	276.00	(531.74)%
78190	MATERIALS, SUPPLIES & EQUIPMEN	298.31	5,362.46	5,000.00	(7.25)%
78200	EQUIPMENT REPAIRS & MAINTENANC	0.00	512.27	500.00	(2.45)%
79100	WATER LAB FEES	70.00	2,005.00	5,500.00	63.55%
79120	WATER PLANT CHEMICALS	1,150.95	7,202.38	16,000.00	54.99%
79130	WATER LINE HOOK-UPS	0.00	0.00	4,000.00	100.00%
79150	WATER LINE REPAIR	0.00	1,123.73	20,000.00	94.38%
79160	WATER PLANT REPAIR	3,323.25	5,722.65	10,000.00	42.77%
	Total Expense	<u>17,182.51</u>	<u>195,219.29</u>	<u>324,959.00</u>	<u>39.92%</u>
	Net Income	<u>7,977.77</u>	<u>4,884.02</u>	<u>(67,959.00)</u>	<u>(107.19)%</u>

City of Trinidad
Statement of Revenues and Expenditures
701 - Cemetery
From 4/1/2012 Through 4/30/2012

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
Revenue					
53020	INTEREST INCOME	0.00	0.00	3,000.00	(100.00)%
58100	CEMETERY PLOT SALES	0.00	4,325.00	9,000.00	(51.94)%
58150	Cemetery Plot Refunds	0.00	(2,820.00)	0.00	0.00%
	Total Revenue	<u>0.00</u>	<u>1,505.00</u>	<u>12,000.00</u>	<u>(87.46)%</u>
Expense					
61000	EMPLOYEE GROSS WAGE	683.74	7,122.01	8,727.00	18.39%
61250	OVERTIME	0.00	57.51	0.00	0.00%
65000	EMPLOYEE TAXES, INSUR & BENEFI	0.00	0.00	1,051.00	100.00%
65100	DEFERRED RETIREMENT	82.00	790.40	0.00	0.00%
65200	MEDICAL INSURANCE AND EXPENSE	352.70	3,526.45	5,184.00	31.97%
65300	WORKMEN'S COMP INSURANCE	0.00	430.44	0.00	0.00%
65600	PAYROLL TAX	58.56	587.63	0.00	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%
78190	MATERIALS, SUPPLIES & EQUIPMEN	0.00	88.80	500.00	82.24%
	Total Expense	<u>1,177.00</u>	<u>12,603.24</u>	<u>16,462.00</u>	<u>23.44%</u>
	Net Income	<u>(1,177.00)</u>	<u>(11,098.24)</u>	<u>(4,462.00)</u>	<u>148.73%</u>



CONSENT AGENDA ITEM 3

SUPPORTING DOCUMENTATION FOLLOWS WITH: 2 PAGES

- 3 Establishment of a \$150 Planning Application Assistance Fee

CONSENT AGENDA

Date: June 13, 2012

Item: Establishment of a \$150 Planning Application Assistance Fee

Background: One of the important functions of a planning department is to provide advice and assistance to people considering development on property within the City. The City's Planner gets quite a few calls from property owners, people considering purchasing a parcel, architects and contractors asking about the City's land use regulations. These questions range from very simple (e.g. what are the setbacks) to much more complex. Sometimes the Planner spends an hour or more researching the planning files, and sometimes the Planner talks with the same person multiple times as they are developing their plans.

Many of these types of inquiries only take a few minutes, but there are generally several per year that take an hour or more. Humboldt County, and many other jurisdictions, have a pre-application assistance process for which a fee is paid. Locally these fees tend to range from \$150 (City of Arcata, Humboldt County) to \$200 (City of Blue Lake).

A pre-application fee of \$150 is recommended to be established for any type of inquiries that take more than half an hour and / or that go beyond simple zoning questions. This fee is proposed to be administered in the same manner as is done by the County of Humboldt. A \$150 nonrefundable deposit is collected when it becomes evident that responding to an inquiry will require more than a half hour Planner time. The actual fee will be based on time and materials plus 20% administrative overhead. Additional fees might be requested if the \$150 falls short of actual costs, or in the event there is a remaining balance, that will be applied to subsequent application processing fees.

Recommendation: Approve the establishment of a \$150 Planning Application Assistance Fee

Attachment: County of Humboldt Application Assistance Handout

Application Assistance

BUILDING PARTNERSHIPS · PLANNING SUCCESS

WHAT IS APPLICATION ASSISTANCE?

The Application Assistance service helps applicants evaluate project feasibility, provides guidance on the permit process, and identifies what must be included in the application package. While Application Assistance helps applicants prepare a quality application, it does not guarantee a project will be approved.

HOW DO I KNOW APPLICATION ASSISTANCE IS RIGHT FOR ME?

Applicants may have a preliminary discussion of project feasibility with the daily planner on duty by phone or in person. Daily planner on duty hours are limited so please call the Planning and Building Department for availability. A brief discussion with the planner on duty can help an applicant become familiar with some of the potential issues and areas of concern. However, the planner on duty cannot provide the level of review and research provided through the Application Assistance service. The planner on duty can tell you if your project will benefit from the Application Assistance service.

HOW DO I ENROLL?

Call or visit the Planning and Building Department and ask to schedule an Application Assistance appointment with a Planner.

WHAT DOES APPLICATION ASSISTANCE COST?

Application Assistance fees are based on time and materials. The planner will collect a \$150 nonrefundable deposit during the Application Assistance meeting. Additional application assistance fees may be requested for services requiring more than two hours of staff time. Any unused balance will be applied to subsequent application processing fees.

WHAT HAPPENS AT AN APPLICATION ASSISTANCE MEETING?

Prior to the appointment, a planner researches the subject property. This research includes a review of departmental records, zoning regulations, land use designations, and other information sources. The planner also gathers resource maps and other documents relevant to the project. During the meeting, a planner will explain issues which must be addressed in the application. The application assistance process concludes with a written list of all items that must be submitted with the application. The planner will also provide an estimate of filing fees and processing time.

CAN I GET HELP PREPARING MY APPLICATION?

It is the applicant's responsibility to decide whether to move forward with a proposed project and to prepare the necessary forms and supporting documents. The Planning and Building Department has a project facilitator on staff that can assist applicants with some document preparation such as plot plans. See the department's handout on the Project Facilitation service for more details.



CURRENT PLANNING DIVISION | Planning and Building Department

County of Humboldt · 3015 H Street · Eureka, CA 95501

707.445.7541 · fax: 707.268-3792 · www.co.humboldt.ca.us/planning



CONSENT AGENDA ITEM 4

SUPPORTING DOCUMENTATION FOLLOWS WITH: 5 PAGES

4. Treatment Plant Monitoring Upgrade Contract Change Orders

CONSENT AGENDA ITEM

Date: June 13, 2012

Item: Treatment Plant Monitoring Upgrade Contract Change Orders

Background:

Refer to attached May 15, 2012 memorandum from GHD regarding Change Orders 1, 2 and 3, which will add \$3,852 to the authorized contract price, \$747 of which is a cost to the city. Change Order # 4 extends working days due to a delay in the city receiving clarification from the state regarding labor compliance monitoring requirements.

Proposed Action:

Authorize the City Manager to sign Change Order Numbers 1, 2, 3 and 4.

Attachments:

May 15, 2012 memorandum from GHD

Contract Change Orders 1, 2, 3 and 4

Change Order

No. 1

Date of Issuance: 2/14/2012

Effective Date: 2/14/2012

Project: Trinidad Water Treatment Plant Monitoring Upgrade	Owner: City of Trinidad	Owner's Contract No.:
Contract: Trinidad Water Treatment Plant Monitoring Upgrade		Date of Contract: December 20, 2011
Contractor: Whitson Inc.		Engineer's Project No.:01063-11001

The Contract Documents are modified as follows upon execution of this Change Order:

Description: This change is to replace the Chemtrac SCM 2500 unit with the Chemtrac SCMC 3500. This will allow relative turbidity measurement to be used to feed a signal to the dosing pump that controls the polymer dose. When this feedback signal is tuned correctly, the polymer dose will adjust to the turbidity in real time, which will reduce the turbidity entering the pressure filter train. The advantage of the SCMC 3500 include; factory support and warranty against defects and malfunction, local contractors with knowledge and experience with factory built solution, local operators with experience using the factory built-solution.

Attachments: (List documents supporting change):

Whitson Extra Work Report Dated 11/17/2011

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$56,602.00

Increase from previously approved Change Orders No. 0 to No. 0:

\$0

Contract Price prior to this Change Order:

\$56,602.00

Increase of this Change Order:

\$3105.00

Contract Price incorporating this Change Order:

\$59,707.00

CHANGE IN CONTRACT TIMES:

Original Contract Working days Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 2/14/2012

Approved by Funding Agency (if _____)

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 3-27-11

Date: _____

Change Order

No. 2

Date of Issuance: 2/23/2012

Effective Date: 2/23/2012

Project: Trinidad Water Treatment Plant Monitoring Upgrade	Owner: City of Trinidad	Owner's Contract No.:
Contract: Trinidad Water Treatment Plant Monitoring Upgrade Project		Date of Contract: December 20, 2011
Contractor: Whitson Inc.		Engineer's Project No.: 01603-1101

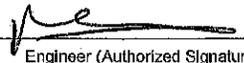
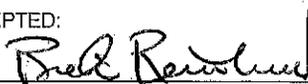
The Contract Documents are modified as follows upon execution of this Change Order:

Description: The original project included replacing the analog read out with digital signal. This change is to keep the existing meter with analog read out in place and add a mag meter next to the existing meter to provide the digital signal to the monitoring system. This would allow the City the accuracy and data capture of the mag meter, while keeping the analog meter as a back up.

Attachments: (List documents supporting change):

Extra Work Report Dated 2/13/2012

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$56,602.00	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): Ready for final payment (days or date):
Increase from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : \$3105.00	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): Ready for final payment (days):
Contract Price prior to this Change Order: \$59,707.00	Contract Times prior to this Change Order: Substantial completion (days or date): Ready for final payment (days or date):
Increase of this Change Order: \$747.00	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): Ready for final payment (days or date):
Contract Price incorporating this Change Order: \$60,454.00	Contract Times with all approved Change Orders: Substantial completion (days or date): Ready for final payment (days or date):

RECOMMENDED: By:  Engineer (Authorized Signature) Date: <u>2/27/2012</u>	ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____	ACCEPTED: By:  Contractor (Authorized Signature) Date: <u>3-27-12</u>
Approved by Funding Agency (if applicable): _____	Date: _____	Date: _____

Change Order

No. 3

Date of Issuance: 2/23/2012

Effective Date: 2/23/2012

Project: Trinidad Water Treatment Plant Monitoring Upgrade	Owner: City of Trinidad	Owner's Contract No.:
Contract: Trinidad Water Treatment Plant Monitoring Upgrade Project		Date of Contract: December 20, 2011
Contractor: Whitson Inc.		Engineer's Project No.: 01603-1101

The Contract Documents are modified as follows upon execution of this Change Order:

Description: The existing turbidimeters will be moved to the back wall from in front of the (E) chlorine contact tank. This tank will be removed and it sets the building up for the next Improvement project.

Attachments: (List documents supporting change):

Extra Work Report Dated 2/13/2012

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$56,602.00

Increase from previously approved Change Orders

No. 1 to No. 2:

\$3852.00

Contract Price prior to this Change Order:

\$60,454.00

Increase of this Change Order:

\$2,205.00

Contract Price incorporating this Change Order:

\$62,659.00

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working days Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders

No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 2/27/2012

Approved by Funding Agency (if applicable): _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 03/27/2012

Date: _____

EJCDC No. C-941 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Change Order

No. 4

Date of Issuance: 5/14/2012 Effective Date: 5/14/2012

Project: Trinidad Water Treatment Plant-Monitoring Upgrade	Owner: City of Trinidad	Owner's Contract No.:
Contract: Trinidad Water Treatment Plant Monitoring Upgrade Project		Date of Contract: December 20, 2011
Contractor: Whitson Inc.		Engineer's Project No.: 01603-1101

The Contract Documents are modified as follows upon execution of this Change Order:

Description: The project start was significantly delayed because of the change in the labor compliance monitoring laws that took place on January 2, 2012. Written confirmation has been received that no formal labor compliance monitoring is required. However, the contract is still subject to California prevailing wage, and all prevailing wage laws shall be followed by the contractor.

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
----------------------------------	----------------------------------

Original Contract Price: \$56,602.00 _____	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
---	---

Increase from previously approved Change Orders No. <u>1</u> to No. <u>3</u> : \$3852.00 _____	Increase from previously approved Change Orders No. <u>1</u> to No. <u>3</u> : Substantial completion (days): 0 _____ Ready for final payment (days): 0 _____
--	--

Contract Price prior to this Change Order: \$62,659.00 _____	Contract Times prior to this Change Order: Substantial completion (date): APRIL 4 th , 2012 _____ Ready for final payment (days or date): APRIL 4 th , 2012 _____
---	---

Increase of this Change Order: \$0 _____	Increase of this Change Order: Substantial completion (date): August 13 th , 2012 _____ Ready for final payment (days or date): August 13 th , 2012 _____
---	---

Contract Price incorporating this Change Order: \$62,659.00 _____	Contract Times with all approved Change Orders: Substantial completion (date): AUGUST 13 th , 2012 _____ Ready for final payment (days or date): AUGUST 13 th , 2012 _____
--	--

RECOMMENDED: By: <u>[Signature]</u> Engineer (Authorized Signature) Date: <u>5/31/2012</u>	ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____	ACCEPTED: By: <u>[Signature]</u> Contractor (Authorized Signature) Date: <u>6-1-12</u>
Approved by Funding Agency (if applicable): _____	Date: _____	



CONSENT AGENDA ITEM 5

SUPPORTING DOCUMENTATION FOLLOWS WITH: 2 PAGES

5. Treasury Cash and Investments Report

CONSENT AGENDA ITEM

Date: June 13, 2012

Item: Treasury Cash and Investments Report

Background:

The attached report is in keeping with the external auditor's recommendation to periodically update the council as to the city's cash position, and is standard operational procedure in many agencies.

In addition to review of the city's cash position, this report identifies investment yields and reconciles the cash as reflected on the city's accounting records with the cash on deposit with its bank and other financial institutions to validate internal control.

Proposed Action:

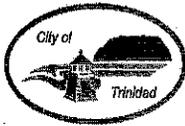
Receive and file report.

Attachments:

Treasury Cash and Investments Report as of March 31, 2012

City Of Trinidad
Treasury Cash and Investments Report
March 31, 2012

	<u>Maturity Date</u>	% Yield to <u>Maturity</u>	Market <u>Value</u>	General <u>Ledger</u>
Morgan Stanley Smith Barney				
Certificate of Deposit	6/25/2012	2.300	\$ 80,349	\$ 80,349
Government entity bonds				
Federal Natl Mtg Assn	9/15/2012	4.375	25,477	25,477
Federal Home Loan Bank	10/10/2012	4.625	81,885	81,885
Federal Home Loan Bank	11/15/2012	4.500	35,914	35,914
Federal Home Loan Bank	9/16/2013	4.500	84,836	84,836
Federal Natl Mtg Assn	10/15/2014	4.625	82,727	82,727
			<u>310,839</u>	<u>310,839</u>
			<u>Per Financial Institution</u>	<u>In Transit- O/S checks</u>
Money Market checking	1 day	0.010	\$ 29,549	5,261
			<u>\$ 420,737</u>	<u>5,261</u>
North Valley Bank checking	1 day	0.200	192,639	6,769
Local Agency Investment Fund	1 day	0.380	1,061,228	1,061,228
			<u>\$ 1,674,604</u>	<u>\$ 12,030</u>
Total treasury cash and investments				<u>\$ 1,686,634</u>
 <u>Fund Distribution</u>				
Governmental Funds				
General Fund				\$ 936,160
Other Funds				32,251
				<u>968,411</u>
Proprietary Funds				
Water Fund				575,443
Cemetery Fund				142,780
				<u>718,223</u>
Total treasury cash and investments				<u>\$ 1,686,634</u>



CONSENT AGENDA ITEM 6

SUPPORTING DOCUMENTATION FOLLOWS WITH: 10 PAGES

6. Authorize the City Manager to Sign the Letter of Commitment for the Luffenholtz Creek Sediment Reduction Project.

CONSENT AGENDA ITEM

Date: June 13, 2012

Item: AUTHORIZE CITY MANAGER TO SIGN THE LETTER OF COMMITMENT FOR THE LUFFENHOLTZ CREEK SEDIMENT REDUCTION PROJECT

Background: In December 2010, the city council approved Resolution 2010-16 *Supporting the Submittal of a Grant Application for Prop 50 Funds* for the Luffenholtz Creek Sediment Reduction Project. This project will improve water quality at the City's water intake by reducing turbidity due to high sediment concentrations in Luffenholtz Creek through treatments of unpaved roads on Green Diamond Resource Company (GDRC) land in the upper watershed. The Letter of Commitment secures funding from the California Department of Public Health (CDPH) Prop 50 Source Water Protection Grant Program. The City will then need to complete the project design, CEQA equivalent process, and bid preparation within six months in order to receive a Funding Agreement from CDPH.

Staff Recommendation:

- (1) Authorize City Manager to sign the Prop 50 Chapter 4a.4 Letter of Commitment to secure funding for the Luffenholtz Creek Sediment Reduction Project
- (2) Direct Staff to proceed with requirements as detailed in the Letter of Commitment leading to issuance of the Funding Agreement,

Attachments: Prop 50 Chapter 4a.4 Letter of Commitment



RON CHAPMAN, MD, MPH
Director & State Health Officer

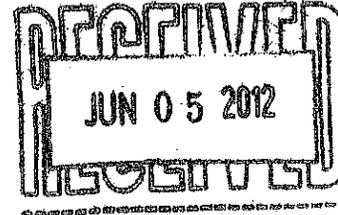
State of California—Health and Human Services Agency
California Department of Public Health



EDMUND G. BROWN JR.
Governor

MAY 25 2012

Stephen Allbright
City Manager
City of Trinidad
409 Trinity Street
P.O. Box 390
Trinidad, CA 95570



Dear Mr. Allbright,

WATER SECURITY, CLEAN DRINKING WATER, COASTAL AND BEACH PROTECTION ACT OF 2002 WATER CODE, DIVISION 26.5 COMMENCING WITH SECTION 79500 (PROPOSITION 50) CHAPTER 4a.4 – DRINKING WATER SOURCE PROTECTION, FUNDING FOR CITY OF TRINIDAD, PROJECT P50-1210018-136

Your application for funding under the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002, has been reviewed by the California Department of Public Health (CDPH) and the Department of Water Resources. We have determined that project number P50-1210018-136, as proposed by the City of Trinidad, is eligible for a grant in the amount of \$1,670,720.

This letter and the Attachment hereto serve as your Letter of Commitment (LOC). Funds in the amount of \$1,670,720 have been reserved for this project provided the terms and conditions as set forth in the Attachment herein are timely met, subject to availability of funds. In order to maintain this reservation of funds it is essential that you sign the Attachment at the space provided and return it within 30 calendar days.

Please mail the signed LOC attachment to:

California Department of Public Health
Division of Drinking Water and Environmental Management
Proposition 50 Program
Lance Reese
1616 Capitol Avenue
P.O. Box 997377, MS 7408
Sacramento, CA 95899-7377

MAY 25 2012

The CDPH commends the City of Trinidad for taking steps to enhance the provision and protection of the drinking water supplied to your consumers. Also enclosed for your review is a copy of the template for the Funding Agreement with CDPH. If you have any questions regarding this letter, please contact Brian Kinney at (916) 449-5630.

Sincerely,



Leah Godsey Walker, P.E., Chief
Division of Drinking Water and Environmental Management

Attachment: Letter of Commitment Attachment

Enclosures: Template for Funding Agreement
Std 204 Payee Data Record
Budget and Expenditure Summary
Final Release

cc: The Honorable Noreen Evans
Member of the Senate
State Capitol, Room 6026
Sacramento, California 95814

The Honorable Wesley Chesbro
Member of the Assembly
State Capitol, Room 2141
Sacramento, California 95814

Rebecca Price-Hall
Project Manager
City of Trinidad
P.O. Box 390
Trinidad, CA 95570

Tony Wiedemann
District Engineer
Division of Drinking Water and
Environmental Management
California Department of Public Health
415 Knollcrest Drive, Suite 110
Redding, CA 96002

MAY 25 2012

Richard Hinrichs
Regional Engineer
Division of Drinking Water and
Environmental Management
California Department of Public Health
41 Knollcrest Drive, Suite 110
Redding, CA 96002

Natalia Deardorff
Environmental Review Unit
Division of Drinking Water and
Environmental Management
California Department of Public Health
1616 Capitol Avenue, MS 7408
P.O. Box 997377
Sacramento, CA 95899-7377

Linda Ng, Chief
Safe Drinking Water Office
Department of Water Resources
1416 Ninth Street, Room 816
P.O. Box 942836
Sacramento, California 94236-0001

Adam St. Clair
Safe Drinking Water Office
Department of Water Resources
1416 Ninth Street, Room 816
P.O. Box 942836
Sacramento, California 94236-0001

Proposition 50
Chapter 4a.4
Letter of Commitment Attachment

Application for funding under the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002 has been reviewed by the California Department of Public Health (CDPH) and the Department of Water Resources (DWR). CDPH has determined that Project number **P50-1210018-136**, as proposed by the Applicant, **City of Trinidad** is eligible for a grant in the amount of **\$1,670,720**.

Funding is contingent upon compliance by **City of Trinidad** with the following terms and conditions. Compliance shall be determined at the sole discretion of CDPH or its authorized representative. Items must be submitted to CDPH as directed.

CDPH understands that the total Project cost is **\$1,670,720** and that **City of Trinidad** is responsible for providing the difference between the grant amount and the total Project cost if any, to ensure a fully funded Project.

- I. **Not later than 6 months following the date City of Trinidad signs this Letter of Commitment, unless otherwise specified in this letter, City of Trinidad shall complete all requirements of this Section I. All items under Section I must be submitted before a Funding Agreement will be issued for signature by City of Trinidad's authorized representative.**

DWR Requirements

1. Submit a written resolution, adopted by **City of Trinidad's** governing body, designating (an) official(s) with legal authority to:
 - a. sign the Funding Agreement;
 - b. approve claims for reimbursement;
 - c. sign the Budget and Expenditure Summary form, copy enclosed;
 - d. sign the Final Release form, copy enclosed; and
 - e. sign a certification that the Project is complete and ready for final inspection.

Person(s) signing the Budget and Expenditure Summary and Project completion certification must be a registered engineer(s) or person(s) approved by CDPH.

2. Submit a written designation of **City of Trinidad's** Grant Administrator.

Note: **City of Trinidad** may submit a draft of the resolution(s) to DWR for review prior to taking it to **City of Trinidad's** board or governing body for adoption or approval. DWR may then review the draft and make recommendations in advance, thus avoiding unnecessary delays in issuance of **City of Trinidad's** Funding Agreement. DWR cannot accept a resolution that does not meet the program requirements. **City of**

Trinidad is encouraged to commence satisfaction of the above DWR Requirements immediately. Any concerns or comments should be directed to DWR.

CDPH Requirements

1. No later than **six (6)** months from the issuance of the Letter of Commitment, the **City of Trinidad** shall ensure that CEQA or CEQA equivalent documentation is complete and that such documentation, including any applicable Notices, is filed with the Humboldt County Clerk's Office and the Governor's Office of Planning and Research, State Clearinghouse. The **City of Trinidad** shall send a copy of such documentation to the CDPH, Environmental Review Unit.
2. No later than **six (6)** months from the issuance of this Letter of Commitment, the **City of Trinidad** shall submit to the CDPH, Environmental Review Unit a resolution from its decision-making body making appropriate CEQA findings as a Responsible Agency and stating that the environmental document (and any applicable mitigation monitoring plan) has been certified or adopted.
3. **City of Trinidad** shall submit final plans and specifications to the CDPH Klamath District Office prior to issuance of a funding agreement.

II. Prior to final execution of the Funding Agreement by the CDPH, the following items must be provided:

CDPH Requirements

1. Complete and sign a Payee Data Record (STD 204), copy enclosed. This form is to be returned with the signed Funding Agreement
2. Sign and return Funding Agreement documents to CDPH within 30 calendar days of the receipt of the Funding Agreement package.

Failure to timely comply with DWR and CDPH Requirements in Sections I and II may result in a withdrawal of this Letter of Commitment. Should this occur, **City of Trinidad's** Project will be bypassed but will remain on the Project priority list. **City of Trinidad** may submit a new application for future funding only after receiving another letter of invitation from CDPH. If for any unforeseen reason **City of Trinidad** is unable to comply with any of the above requirements, **City of Trinidad** should contact CDPH as soon as possible.

III. Before any funds may be disbursed under terms of the Funding Agreement, the following items must be provided:

DWR Requirements

1. Evidence that a separate checking account or a separate ledger has been established to account for funds received from CDPH.

Please indicate the name and address of the financial institution, exact name of account holder, and the account name and number. If this bank account is not used solely to account for funds received from CDPH, **City of Trinidad** must establish a ledger within **City of Trinidad's** accounting system identifying the Project number and Proposition 50 Funding Agreement number.

CDPH Requirements

1. Submit an initial Project budget of eligible Project costs approved by CDPH on a CDPH Budget and Expenditure Summary form.

IV. General Requirements

1. If **City of Trinidad** is required to provide matching funds, with each disbursement claim submitted, **City of Trinidad** must submit acceptable documentation that an equal amount has been expended, from non-CDPH sources, for eligible Project costs.
2. If any materials submitted to satisfy the conditions of the Letter of Commitment are deemed inadequate, **City of Trinidad** must submit additional information as specified, and within the timeframe designated by CDPH.
3. As grant funding is to be provided, **City of Trinidad** must use a competitive bid process for the construction of the Project. The bid summary must be submitted to CDPH for review and approval prior to the awarding of the prime construction contract.
4. **City of Trinidad** must initiate Project construction within **120** calendar days of execution of Funding Agreement by CDPH.
5. **City of Trinidad** must complete Project construction within **three (3)** years of execution of Funding Agreement by CDPH.

6. Subsequent to Funding Agreement execution, **City of Trinidad** may request a **one-time** increase in funding. Such request must be based upon competitive bids and shall be submitted to CDPH. Approval of **City of Trinidad's** request may be granted or denied at the sole discretion of the CDPH, and is subject to funding availability.
7. All disbursements for construction costs may be subject to a ten percent (10%) retention on each claim until completion of the Project as specified in the Funding Agreement.
8. This Letter of Commitment is not an authorization to begin construction. Unless prior written approval from CDPH is received, initiation of construction of this Project prior to the execution of a Proposition 50 Funding Agreement may affect CDPH participation in reimbursement of eligible costs.
9. **City of Trinidad** may be reimbursed only for such eligible Project costs consisting of eligible construction expenses incurred on or after the date of this Letter of Commitment, and eligible preliminary expenses incurred after **March 5, 2005**.
10. If **City of Trinidad** is required to provide matching funds, **City of Trinidad** may use only eligible Project costs incurred after **October 28, 2003** to satisfy matching fund requirements.
11. Reimbursements will not occur until the Funding Agreement has been executed.
12. **City of Trinidad** shall comply with all the applicable provisions of Labor Code, Division 2, Part 7, Chapter 1, Article 2, commencing with Section 1770 and implementing regulations regarding labor compliance monitoring and prevailing wage requirements.
13. The **City of Trinidad** shall not initiate project construction activities unless and until the environmental review process is complete and all applicable Notices are filed by the CEQA Lead Agency.
14. Any significant changes in the project design, subsequent to issuance of this Letter of Commitment and prior to issuance of a funding agreement, may be subject to further environmental review.

V. Special Conditions to be Included in the Funding Agreement

1. **City of Trinidad** shall notify CDPH Klamath District Office within **ten (10)** days following commencement of Project construction.

2. **City of Trinidad** shall notify CDPH Klamath District Office at the completion of the Project.
3. **City of Trinidad** shall not make any change in the Project, or issue any change order to a contractor, without receiving prior written approval from CDPH Klamath District Office.
4. Notwithstanding any other term or condition of this Agreement, the **City of Trinidad** is not required to provide Matching Funds.
5. Within **120** days of the completion of the Project construction, **City of Trinidad** shall prepare As-Built Drawings and notify CDPH Klamath District Office of the availability of the Project As-Built Drawing for CDPH review.
6. **City of Trinidad** must also abide by the "City of Trinidad Green Diamond Resource Company Master Land Use Permit" between the **City of Trinidad** and Green Diamond Resource Company, which was signed and dated by the **City of Trinidad** on March 15, 2012 for the duration of the useful life of the Project.

Note: Pursuant to Government Code Section 8546.7, the contracting parties shall be subject to the examination and audit of the State or any agent thereof, and the State Auditor.

The signed Letter of Commitment shall be submitted to:

California Department of Public Health
Division of Drinking Water and Environmental Management
Lance Reese
Proposition 50 Program
1616 Capitol Avenue
P.O. Box 997377, MS 7408
Sacramento, CA 95899-7377

City of Trinidad's signature below indicates **City of Trinidad's** acceptance of these terms and conditions and **City of Trinidad's** intention to proceed with the Project. It does not constitute any obligation on **City of Trinidad's** part to enter into the grant Funding Agreement. **Failure to sign and return this letter within the time period specified will result in the withdrawal of the reservation of funds and the bypassing of City of Trinidad's Project.**

In order to maintain the reservation of funds in the Proposition 50 account for City of Trinidad's Project, City of Trinidad must sign this Letter of Commitment at the space provided below and return it within 30 calendar days of receipt to CDPH.

The terms and conditions set forth in this Letter of Commitment are acceptable to the **City of Trinidad** and it is our intention to continue with this Project as proposed.

Signature: _____ Date: _____

Print Name: _____

Title: _____

Address: _____



DISCUSSION AGENDA ITEM 1

SUPPORTING DOCUMENTATION FOLLOWS WITH: 19 PAGES

1. Discussion/Decision regarding Verizon Proposal for Antenna Swap

DISCUSSION AGENDA

Date: June 13, 2012

Item: Verizon Proposal for Antenna Swap on Trinidad Head Site

Background: This matter was considered by the Council at the May meeting with 4 of the 5 council members present, with no resulting action to approve or disapprove the request. Rather, the discussion focused on the exit strategy that has yet to be determined for when the agreement for the communication facilities expires in April 2017, although there is a five year renewable option.

The cell providers have previously been reminded of the agreement termination, and have been told that any extension or renewal is highly unlikely. In response to staff inquiry regarding alternative sites, Verizon Property Management Division has offered the following:

"The process for the eventual location of all telecom sites takes into consideration answers to the following questions: Is the site leasable, permittable, constructable? And does it accomplish its objectives for signal coverage? As any one of these variables is potentially a fatal flaw, until a site plan is made public with a planning application and resulting public hearing, site specifics are kept as proprietary information."

The exit strategy is a separate issue from what is presented here, which is whether to allow Verizon to proceed with the antenna swap as proposed, under the terms of the Ground Lease currently in effect. That Ground Lease contains the following language:

"Whenever under this lease the consent or approval of either party is required, or a determination must be made by either party, no such consent or approval shall be unreasonably withheld...."

Should your Council elect to deny Verizon authorization to proceed with its request, such denial needs to be based on a reasonable position as it relates to the provisions in that lease and its permitted uses and improvements. Should your Council elect to authorize Verizon to proceed, the project would still be subject to whatever permits are deemed to be necessary, including a Coastal Development Permit.

Recommended Action: Authorize Verizon to proceed with the antenna swap as proposed, subject to Verizon obtaining required permits.

Attachments:

May 9, 2012 agenda report

1977 Ground Lease

DISCUSSION AGENDA

Date: May 9, 2012

Item: Verizon Proposal for Antenna Swap on Trinidad Head Site

Background: The City has been approached by a Verizon representative to seek permission for swapping the existing 3 panel antennas on the Trinidad Head Site with 3 proposed antennas of the same exact dimensions. The purpose of this swap is to enable an upgrade from 3G to 4G technology in order to stay competitive and keep up with the growing needs of customers and the applications available on handheld devices. There will be no addition of any kind to the site.

The Ground Lease includes language as follows:

“Lessee...may make alterations, improvements, additions or utility installations to or on the Site that are necessary for the conduct of the permitted uses of the Site, subject to the prior written approval of the Lessor.”

This proposed project was discussed with Coastal Commission staff and the City’s Planner has been advised that based on the staff’s preliminary review, the antenna swap portion of the proposal is likely exempt from CDP requirements. Section 30610 contains the exemptions: *“no coastal development permit shall be required pursuant to this chapter for... d) Repair or maintenance activities that do not result in an addition to, or enlargement or expansion of, the object of those repair or maintenance activities.”* In 1978 the Coastal Commission adopted further guidance for these types of exemptions (entitled ‘Repair, Maintenance and Utility Hook-up Exclusions from Permit Requirements’). This document includes the following language for communication facilities: *“A coastal permit is not required to maintain, replace, or modify existing overhead facilities, including the addition of equipment and wires to existing poles or other structures, right-of-way maintenance, and minor pole and equipment relocations. A coastal permit is not required ... [for] work required to supply increased demand of existing customers’ facilities in order to maintain the existing standard of service.”*

Local Coastal Commission staff contact was going to confer with his supervisor regarding this interpretation. The City should expect a final determination prior to the meeting.

Proposed Action: Consider authorizing Verizon to proceed with the antenna swap as proposed.

GROUND LEASE
BY AND BETWEEN
CITY OF TRINIDAD
AND
CAL-ONE CELLULAR, L.P. D.B.A. CAL-NORTH CELLULAR,

APRIL 17, 1997

TABLE OF CONTENTS

SECTION 1.
SITE.

SECTION 2.
TERM.

SECTION 3.
RENTAL.

SECTION 4.
USES

4.01 Permitted Uses and
Improvements.

4.02 Access
Areas.

4.03 Prohibited
Uses.

4.04 Approval by the City and Other
Agencies.

4.05 Compliance with
Laws.

4.06 Condition, Use and Zoning of
Site.

SECTION 5. MAINTENANCE, REPAIRS AND
ALTERATIONS.

5.01
Surrender.

5.02 Lessor's

Rights.

5.03 Lessor's
Obligations.

5.04
Security
Measures.

5.05 Improvements.

5.06 Warranties and Covenants of Lessee.

5.07 Lessee's Obligation to Furnish Cellular Phones to
Lessor

SECTION 6. INDEMNITY AND
INSURANCE.

6.01
Indemnity.

6.02
Insurance.

SECTION 7. LESSEE
TERMINATION.

7.01 Temporary
Facilities.

7.02 Lessee's Right to
Terminate.

7.03 Termination - Advance
Payments.

7.04
Waiver.

SECTION 8.
TAXES.

SECTION 9.
UTILITIES.

SECTION 10. ASSIGNMENT AND
SUBLETTING.

10.01 Lessor's Consent
Required.

10.02 No Release of
Lessee.

SECTION 11. DEFAULTS:

REMEDIES.

11.01
Defaults.

11.02
Remedies.

SECTION 12. LESSOR'S
LIABILITY.

SECTION 13. INTEREST ON PAST-DUE
OBLIGATIONS.

SECTION 14. HOLDING
OVER.

SECTION 15. LESSOR'S
ACCESS.

SECTION 16. QUIET
POSSESSION.

SECTION 17.
EASEMENTS.

SECTION 18. WARRANTIES AND COVENANTS OF
LESSOR.

SECTION 19. GENERAL
PROVISIONS.

19.01
Severability.

19.02 Time of
Essence.

19.03 Additional
Rent.

19.04 Entire
Agreement.

19.05
Notices.

19.06
Waivers.

19.07 Cumulative
Remedies.

19.08 Binding Effect Choice of
Law.

19.09 Conditions to Effectiveness of Lease.

19.10 Attorneys' Fees.

19.11 Consent.

19.12 Authority.

19.13 Captions.

19.14 Protections Against Interference.

SECTION 20. FURTHER ASSURANCES.

SECTION 21. EXHIBITS

Exhibit A: Map of the Site

Exhibit A1: Tower and Building Profile

Exhibit B: Certified Minutes of City Council Meeting Approving Lease

LEASE

PREAMBLE

THIS LEASE ("Lease"), dated _____, 1997 is made by and between the CITY OF TRINIDAD, a municipal corporation ("Lessor") and CAL-ONE CELLULAR L.P., D.B.A. Cal-North Cellular, a California limited partnership of which Cal-One Cellular, a California corporation of Fort Jones, California, is the General Partner; ("Lessee").

RECITALS

WHEREAS, Lessor, a public agency, is the owner of certain property situated in the City of Trinidad, Humboldt County, State of California, commonly known as Trinidad Head; and

WHEREAS, Lessee desires to lease a portion of such real property, said portion hereinafter the "Site", and to obtain an easement for access and utilities; and

WHEREAS, Lessee requests use of the Site for the installation and operation of certain radio and microwave communication facilities and equipment; and

WHEREAS, Lessor is willing to permit Lessee to lease the said Site in accordance with the terms, conditions and covenants of this Lease.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. SITE.

Lessor hereby leases to Lessee and Lessee leases from Lessor for the term, at the rental, and upon all of the conditions set forth herein, that certain real property at Trinidad Head, Trinidad, California, consisting of approximately twenty four hundred (2400) square feet of ground space, more particularly described as: (i) a parcel of land upon which Lessee shall have the right to use an existing equipment shelter, existing microwave antenna and the addition of one microwave antenna for communication and related equipment; and (ii) space for installation of a 20 ft. extension to an existing telephone pole (collectively the "Site"). A map of the Site is contained in Exhibit A to this Lease; a description of the Site which may be used for legal purposes is contained in Exhibit B to this Lease.

SECTION 2. TERM.

The term of this Lease shall be for a period of twenty (20) years with one five (5) year option. The term of this Lease shall commence on the first of the month following the execution of the lease by both parties.

Should this Lease Agreement still be in effect at the conclusion of the lease term provided for herein, this Lease Agreement shall continue in force upon the same covenants, terms, and conditions for a further period of one (1) year, and for like annual periods thereafter, until and unless terminated by either party by giving to the other written notice of its intention to so terminate at least ninety (90) days prior to the date of lease expiration. Annual rental adjustments shall be made during any such additional period(s); just as if the Lease Agreement were still in effect.

SECTION 3. RENTAL.

Lessee shall pay to the Lessor as rent for the Site in advance on the first day of each calendar month of the term of this Lease without deduction, offset, prior notice or demand, in lawful money of the United States, the sum of two hundred and fifty dollars (\$250.00). Lessee shall be permitted to enter the Site to commence use and modification of the Communications Site (defined herein) after the issuance of all necessary permits under all of the terms and conditions of this Lease.

During the entire term of this Lease the rental charge shall be adjusted annually and said adjustment shall be effective on each anniversary of the Commencement Date of this Lease (the "Adjustment Date"). The annual rental adjustment shall be based on the one-year period ending on the last day of the month of the most recent monthly inflation statistics available on the Adjustment Date reported in the Consumer Price Index, for all Urban Consumers, ("CPI") issued by the Bureau of Labor Statistics of the United States Department of Labor, with a maximum of five percent (5%) in any one year.

SECTION 4. USES

4.01 Permitted Uses and Improvements.

Lessee shall use the Site as one of Lessee's communications sites (a "Communications Site"). Lessee may use the Site for the purpose of constructing, maintaining and operating a communication facility with a maximum twenty (20) foot extension to an existing telephone pole, the right to use an existing microwave antenna, P.G. & E electrical service and install an additional microwave antenna (see Exhibit A). At Lessee's expense a security fence of chain link or similar construction shall be placed around the perimeter of the Site (not including the easement area). The construction of the Lessee's facility shall be at the Lessee's sole expense, and Lessee shall maintain the Site in a reasonable condition throughout the term.

All of Lessee's contractors and subcontractors shall be duly licensed in the state of California. Lessee shall be solely responsible for any and all costs associated with the installation, maintenance and use of any improvements, equipment and facilities on the Site.

4.02 Access Areas.

Lessor hereby grants to Lessee for the duration of this Lease, or any extensions thereof, an unimpaired, non-exclusive easement, license and right of way for providing physical access by personnel and equipment to or from the Site as shown on Exhibit C. Such rights shall include the right of ingress and egress, twenty-four (24) hours per day, seven (7) days per week. The rights granted to Lessee herein are for the purpose of constructing, maintaining, restoring, replacing, and operating Lessee's equipment located within or on the Site, including any necessary electrical and telephone conduits or lines.

4.03 Prohibited Uses.

Lessee shall not use the Site for any purpose not expressly permitted hereunder or under any other City permits and codes. Lessee shall not (a) create, cause, maintain or permit any nuisance in, on or about the Site or permit or suffer the Site to be used for any unlawful purpose and (b) interfere with or disturb in any way other uses required for service to the public. Lessee and Lessor shall coordinate to avoid interference between Lessee's use of the Site and any future facilities or operations that may be implemented by Lessor. Lessor shall use its best efforts to ensure that any future uses of the Site which are essential municipal services required for service to the public do not interfere with Lessee's operation of the Communications Site.

4.04 Approval by the City and Other Agencies.

As a condition precedent to Lessor's obligation to tender the Site to Lessee, Lessee shall obtain the prior approval of the City and such other governmental agencies and bodies that may have jurisdiction over use of the Site by Lessee to make the improvements specified in Section 4.01 and to conduct the activities permitted under this Lease including all design review approval. Prior to use of the Site, Lessee shall obtain all required permits, licenses and approvals from the City and any other governmental agencies having jurisdiction over Lessee's use of the Site. As a condition of this Lease, Lessee shall maintain such permits, licenses and approvals in force throughout the term of this Lease, including extensions of the term in the event the Lease is extended. Lessee shall be solely responsible for conducting any environmental review required to be undertaken in association with Lessee's use of the Site and for any and all costs associated therewith, as well as any and all fees, charges, or other expenses that may be imposed by the City or other regulatory agencies in connection with Lessee's use or enjoyment of the Site prior to the Lease commencement.

Lessor agrees to fully cooperate with Lessee in obtaining the local permits and without limiting the generality of the foregoing, to execute any applications, maps, certificates, or other documents that may be required in connection with local permits. Notwithstanding this agreement, the parties acknowledge that Lessor still has absolute discretion, to permit or not to permit the project, should any discretionary city permits be required.

4.05 Compliance with Laws.

Lessee shall not do or permit anything to be done in, on or about the Site, or bring or keep anything in, on or about the Site, which will conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated by any public authority.

4.06 Condition, Use and Zoning of Site.

Lessor makes no warranty or representation of any kind concerning the condition of the Site, or the fitness

of the Site for the use intended by Lessee, or of the applicable zoning regulations to Lessee's proposed use thereof, and hereby disclaims any personal knowledge with respect thereto, it being expressly understood by the parties that Lessee has personally inspected the Site, knows their condition, finds them fit for Lessee's intended use, accepts them as is, and has ascertained that they can be used for the limited purposes specified in Section 4.01.

SECTION 5. MAINTENANCE, REPAIRS AND ALTERATIONS.

Lessee shall keep in good order, condition, and repair the Site, and the improvements, facilities and equipment placed on the Site by Lessee, and every part thereof. Lessee shall keep the Site clean and free of debris. Lessor shall maintain access road and grass and plant removal adjacent to the access road and around communication site as deemed necessary by the Lessor.

5.01 Surrender.

On the last day of the term hereof, or upon any prior termination, Lessee shall surrender the Site, excluding all improvements made thereto by Lessee, to Lessor in the same condition as when received by Lessee, ordinary wear and tear excepted, clean and free of debris. Except as set forth below, Lessee shall remove all structures, buildings, microwave dishes, antennas, and any other facilities, equipment or improvements that Lessee places upon the Site, repairing any damage to the Site occasioned by the installation, maintenance or removal of Lessee's improvements, fixtures, furnishings and equipment, and restoring the Site to the same condition as when Lessee received the property from Lessor. Title to Lessee's equipment, and all improvements installed at and affixed to the Site by Lessee shall be and shall remain the property of Lessee. Lessee may, at any time, including any time it vacates the Site, remove Lessee's equipment, fixtures, and all of Lessee's personal property from the Site, but the foregoing notwithstanding, Lessee shall not be required to remove any underground conduit or improvements.

At Lessor's option, when this Lease Agreement expires or is terminated and upon advance written notice to Lessee, Lessee shall leave Lessee's building, its foundation, and the security fence to become the property of the Lessor.

5.02 Lessor's Rights.

If Lessee fails to perform Lessee's obligations under this Section 5 or under any other section of this Lease, Lessor may at its option enter upon the Site after twenty (20) days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required but Lessor must diligently attempt to notify Lessee as soon as possible thereafter), to perform such obligations on Lessee's behalf and put the same in good order, condition and repair, and the reasonable cost thereof shall become due and payable as additional rental to Lessor together with Lessee's next rental installment.

5.03 Lessor's Obligations.

Lessor shall have no obligation to repair and maintain the Site nor the improvements thereto and facilities placed thereon. Lessor shall cooperate with Lessee to maintain its adjacent property in a manner which will not interfere with Lessee's operation of the Site as a Communications Site. If Lessor fails to perform Lessor's obligations under this Section 5 or under any other section of this Lease, Lessee may at its option upon thirty (30) days' prior written notice to Lessor (except in the case of an emergency, in which case no notice shall be required but Lessee must diligently attempt to notify Lessor as soon as possible and only take corrective action needed to protect Lessee's facilities, (unless advised to do so by the City at the time of the emergency), perform such obligations on Lessor's behalf and put the same in good order, condition and repair, and the reasonable cost thereof shall be deducted from rent due to Lessor in the next rental installment. In all other respects, Lessee expressly waives the benefit of any statute now or hereinafter in effect which would otherwise afford Lessee the right to make repairs at Lessor's expense or to terminate this Lease because of Lessor's failure to keep Site in good order, condition and repair.

5.04 Security Measures.

Lessor has no obligation to provide any security measures at the Site other than those the Lessor in its discretion determines are needed for its own facilities. Lessor may provide security measures for its facilities and such measures shall accommodate Lessee's access to and use of the Site consistent with the terms and conditions of this Agreement. Lessee may provide reasonable security measures for its facilities provided that such measures shall not limit Lessor's use of the Site in any way consistent with the terms and conditions of this agreement. Lessor shall provide Lessee with a reasonable number of keys to gates to the Site for access and such keys shall not be duplicated. Lessee shall obtain prior approval before installing or implementing any other security system or device to protect Lessor's adjacent property.

5.05 Improvements.

- (a) Lessee, at its sole cost and expense, may make alterations, improvements, additions or utility installations (hereinafter collectively referred to as "Improvements") to or on the Site that are necessary for the conduct of the permitted uses of the Site, subject to the prior written approval of the Lessor and, if necessary, all other governmental agencies, including the City, which have jurisdiction over the use of the Site by Lessee. In order to obtain Lessor's prior written approval for any Improvement, Lessee shall submit maps and drawings or renderings of any proposed Improvement to Lessor, sufficiently detailed to enable Lessor to make an informed judgment about any proposed Improvement. Should Lessee make any Improvements without the prior approval of Lessor, Lessor may require that Lessee remove any or all of the same at Lessee's sole cost and expense. The foregoing notwithstanding, Lessor has given its consent to the construction of the improvements set forth in Exhibit A, subject to the reviews, approvals and requirements set forth in Section 5.05 (b), (c) and (d) below and Lessor's consent shall not be required for the repair and replacement of Lessee's equipment and antennas which are consistent with such prior approvals.
- (b) Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Site, which claims are or may be secured by any mechanics' or materialmen's lien against the Site or any interest therein. Lessee shall give Lessor not less than five (5) working days' notice prior to the commencement of any work on the Site, and Lessor shall have the right to post notices of non-responsibility in or on the Site as provided by law. If Lessee in good faith, contests the validity of any such lien, claim or demand, then Lessee shall, at its sole expense, defend itself and Lessor against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against the Lessor or the Site. If Lessor shall require, Lessee shall furnish to Lessor a surety bond satisfactory to Lessor in an amount equal to such contested lien, claim or demand indemnifying Lessor against liability for the same and holding the Site free from the effect of such lien or claim. In addition, Lessor may require Lessee to pay Lessor's attorneys' fees and costs in participating in such action if Lessor shall decide it is to its best interest to do so.
- (c) Any alterations, improvements, additions or utility installations which may be made on the Site by Lessee and which are not covered under Section 5.01 shall, upon Lessor's option, remain the property of Lessor at the end of the term.
- (d) Before construction of any improvements are commenced on the Site and before any building materials therefor have been delivered to the Site by Lessee or agents under Lessee's authority, Lessee shall obtain all necessary approvals from Lessor's Planning Department, Building Department and Public Works Department as required under applicable local law.

5.06 Warranties and Covenants of Lessee.

Lessee hereby warrants and covenants as follows:

- (a) **Construction Schedule.** Lessee shall deliver to the Lessor for the Lessor's approval a time schedule setting forth in detail a description of the improvements and all steps for construction of the improvements, and Lessee's best estimate of the date upon which each step shall be substantially completed. Lessor shall approve or disapprove of said schedule within (3) working days of receipt thereof. Lessor's silence shall be deemed approval of the schedule. Lessor's disapproval of the schedule shall not delay commencement of construction. Lessee shall coordinate with Lessor to alleviate any objection to such schedule presented in a timely fashion by Lessor to avoid delaying Lessee's construction of the Communications Site.
- (b) **Protection of Adjacent Property. Indemnity of the Lessor.** Lessee shall protect Lessor's adjacent real property against damage resulting from the performance of any work undertaken by Lessee or Lessee's agents, employees, contractors, or assigns, and shall indemnify the Lessor against all liens or liability in any way arising out of the performance of the work or the furnishing of labor, services, materials, supplies, equipment or power in connection therewith.
- (c) **Insurance.** In addition to the insurance coverage otherwise required under this Lease, Lessee shall maintain or cause to be maintained workers' compensation insurance covering all persons employed in connection with the construction of any improvements, repair or maintenance activities with respect to whom death or injury claims could be asserted against the Lessor, Lessee, or the Site. Lessor may require that any third parties performing work on the Site maintain such workers' compensation insurance as well. Such insurance shall be maintained at Lessee's sole cost and expense at all times when any work is in process and shall otherwise conform to the requirements of this Lease for insurance.
- (d) **Notice of Completion.** Immediately on substantial completion of any improvement, Lessee shall prepare and provide Lessor with a notice of completion suitable for recordation in the official records of the County of Humboldt. Lessor, at its option, may elect to record said notice.
- (e) **Notice of Changes in Plan.** On completion of any improvement, Lessee shall give the Lessor notice of all changes in plans and specifications made during the course of the work and shall at the same time deliver to the Lessor "as built" drawings accurately reflecting all such changes; provided, no change that substantially alters the final plans last approved by the Lessor shall be made without the Lessor's prior written approval, which shall not be unreasonably withheld. Any field approvals obtained by Lessee from Lessor's Planning, Building or Public Works Departments shall satisfy the obligations of this Section and shall be incorporated in the final "as built" plans.

5.07 Lessee's Obligation to Furnish Cellular Phones to Lessor.

- (a) Lessee shall furnish to Lessor at the time Lease commences, two mobile Cellular telephones for exclusive use by the City's Police Department and Volunteer Fire Department. Lessee agrees to furnish the telephones at no charge for the equipment, installation, monthly service charges and air time. Lessor agrees that telephones will be for official use only and also agrees to closely monitor said use. Lessee shall notify Lessor if use seems excessive. If use is deemed to be personal in nature, Lessor agrees to correct the misuse within 30 days of notice by Lessee.

SECTION 6. INDEMNITY AND INSURANCE.

6.01 Indemnity.

- (a) **Indemnity of the Lessor.** This Lease is made upon the express condition that Lessee shall indemnify, keep and save harmless Lessor, and its Councilmembers, officers, agents and employees against any and all suits, claims or actions arising out of any injury or injuries to, or death or deaths of, persons or property that occur, or that are alleged to have occurred from any cause or causes whatsoever, while in, upon or about or connected with the Site during the term of this Lease, or during any holdover tenancy thereof (except where caused by the sole negligence of Lessor, its employees or agents). Lessee further agrees to investigate and defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses arising therefrom or incurred in connection therewith; and if any judgment be rendered against the Lessor or any of the other individuals enumerated above in any such action, Lessee shall, at its expense, satisfy and discharge the same.
- (b) **Indemnity of the Lessee.** Lessor shall indemnify Lessee against and hold Lessee harmless from any and all claims of liability for or loss from personal injury and/or property damage to the extent such claims result from or arise out of the use and/or occupancy of Lessor's property by Lessor. Notwithstanding the preceding, Lessor does not indemnify Lessee against any claim to the extent that it arises from or in connection with any negligent or intentional conduct of Lessee or of any agent, servant or employee of Lessee.

6.02 Insurance.

- (a) **Workers' Compensation.** Lessee shall procure and maintain at all times during the term of this Lease and any holdover tenancy thereof Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws where applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Prior to commencement of the term of the Lease, Lessee shall deliver to Lessor a Certificate of Insurance which shall stipulate that thirty (30) days' advance written notice of cancellation or material change shall be given to Lessor.
- (b) **Bodily Injury, Death and Property Liability Insurance.** Lessee shall also procure and maintain at all times during the term of this Lease and any holdover tenancy thereof comprehensive broad form General Public Liability Insurance (including automobile operation) covering Lessee and Lessor for any liability arising out of the use of, or occurring in, on, or about the Site. The policy(ies) shall include coverage for all vehicles, licensed or unlicensed used by or on behalf of Lessee on the Site during the term of its Lease or holdover tenancy thereof. The policy(ies) shall be subject to a limit for each occurrence of One Million Dollars (\$1,000,000) and Two Million Dollars (\$2,000,000) in aggregate, naming as an additional insured, in connection with Lessee's activities, Lessor, its Councilmembers, officers, employees and agents. The Insurer(s) shall agree that its policy(ies) is Primary Insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering Lessor. The City and the Lessee shall review the insurance coverage at the end of ten (10) years.

Inclusion of Lessor as an additional insured shall not in any way affect its rights as respects to any claim, demand, suit or judgment made, brought or recovered against Lessee. Said policy shall protect Lessee and Lessor in the same manner as though a separate policy had been issued to each but nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured.

Prior to commencement of the term of the Lease, Lessee shall deliver to Lessor endorsements evidencing compliance with the insurance requirements of this paragraph

and shall stipulate that thirty (30) days' advance written notice of cancellation or material change shall be given to Lessor.

- (c) **Fire and Extended Coverage Insurance.** Lessee shall maintain a policy of standard fire and extended coverage insurance on its improvements to the Site.

SECTION 7. LESSEE TERMINATION.

7.01 Temporary Facilities.

Lessor acknowledges and agrees that it is necessary that Lessee maintain continuous operation on the Site during the term of this Lease. Therefore, in the event of damage which renders Lessee's System inoperable or unusable, Lessee shall have the right (subject to any requirements of law or governmental authority and any applicable covenant, conditions and restrictions) to construct or install temporary facilities, including a temporary antenna pole and antennas, if necessary, in or about the Site, in such locations as may be reasonably acceptable to Lessor and in a manner which will not interfere with any repair or reconstruction efforts, in order to continue operation. Lessor shall allow Lessee to install such equipment and fixtures, and shall permit Lessee such access, repair and maintenance rights as may be necessary to allow Lessee to operate and maintain such temporary facilities until the Site have been sufficiently repaired to permit Lessee to use the Site, or until a substitute permanent location acceptable to Lessor and Lessee has been agreed upon, and construction of such substitute permanent facility has been completed.

7.02 Lessee's Right to Terminate.

Lessee shall have the right to terminate this Lease should one of the following events occur:

- (a) The approval of any agency, board, court, or other governmental authority necessary for either the construction or operation of this Communications Site cannot be obtained, or said approval is revoked, or Lessee determines the cost of obtaining such approval is prohibitive; or
- (b) Lessee determines that the property is not appropriate for locating its communications operations for technological reasons, including, but not limited to, signal interference; or
- (c) Lessor fails to comply with any term, condition or covenant of this Lease and does not cure such failure within thirty (30) days after written notice thereof or in the event of a cure which requires in excess of thirty (30) days to complete, if Lessor has not commenced such cure within thirty (30) days of such notice and is not diligently prosecuting said cure to completion.

In the event Lessee terminates the Lease without cause, Lessee shall pay the City Six Thousand (\$6,000) dollars.

Lessee will give Lessor sixty (60) days written notice of termination of this Lease under the terms of Section 7.02 (a), (b) and (c) and upon such termination, Lessee shall remove all of Lessee's communications equipment from the Site and shall restore the Site to its original condition, except for normal wear and tear and as set forth in Section 5.01, and Lessor and Lessee shall be relieved of any further obligation under this Lease, with the exception that Lessee shall be obligated to pay any rent, as specified in Section 3, accruing prior to the date of termination of this Lease.

7.03 Termination - Advance Payments.

Upon termination of this Lease pursuant to this Section 7, Lessor shall retain the prorated portion of any advance payments of rent through date of termination.

7.04 Waiver.

Lessor and Lessee waive the provisions of any statutes which relate to termination of leases when leased property is destroyed and agree that such event shall be governed by the terms of this Lease.

SECTION 8. TAXES.

Any and all real property tax or any other form of tax assessed or imposed against the property arising out of, or attributable to, Lessee's occupancy and use of the Site shall be borne exclusively by Lessee.

SECTION 9. UTILITIES.

Lessee shall pay for all water, gas, heat, light, power, telephone and other utilities and services supplied to the Site, together with any taxes thereon.

SECTION 10. ASSIGNMENT AND SUBLETTING.

10.01 Lessor's Consent Required.

Lessee shall not voluntarily or by operation of law assign, transfer, mortgage, sublet or otherwise transfer or encumber all or any part of Lessee interest in this Lease or in the Site, without Lessor's prior written consent. Lessor shall respond to Lessee's request for consent thereunder in a timely manner and any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent shall be void, and shall constitute a breach of this Lease. Notwithstanding the foregoing, Lessee may assign or sublet the Site, or any portion thereof, with Lessor's consent, to any entity which controls, is controlled by, or is under the common control with Lessee, or to any entity resulting from any merger or consolidation with Lessee, or to any partner of Lessee or to any partnership in which Lessee is a general partner, or to any person or entity which acquires all of the assets of Lessee as a going concern, or to any entity which obtains a security interest in a substantial portion of Lessee's assets. Approval by the Lessor of an assignment or sublease shall not be unreasonably withheld. Any such assignment, subletting or transfer shall not relieve Lessee of its obligations under this Lease.

10.02 No Release of Lessee.

No subletting or assignment as approved by Lessor shall release Lessee of Lessee's obligation or alter the primary liability of Lessee to pay the rent and to perform all other obligations to be performed by Lessee hereunder. The acceptance of rent by Lessor from any other person shall not be deemed to be a waiver by Lessor of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by any assignee of Lessee or any successor of Lessee in the performance of any of the terms hereof, Lessor may proceed directly against Lessee without the necessity of exhausting remedies against said assignee. Lessor may consent to subsequent assignments or subletting of this Lease or amendments or modifications to this Lease with assignees of Lessee, without notifying Lessee, or any successor of Lessee, and without obtaining Lessee's consent thereto and such action shall not relieve Lessee of liability under this Lease. If Lessor executes a new lease with new owners, then all future responsibility and liability of Lessee shall cease.

SECTION 11. DEFAULTS: REMEDIES.

11.01 Defaults.

The occurrence of any one or more of the following events shall constitute a material default or breach of this Lease by Lessee:

- (a) The abandonment of the Site by Lessee as set forth under California Civil Code Section 1951.3.
- (b) The failure by Lessee to make any payment of rent or any other payment required to be

60

made by Lessee hereunder, as and when due, where such failure shall continue for a period of thirty (30) business days after written notice thereof from Lessor to Lessee. In the event that Lessor serves Lessee with a Notice to Pay Rent or Quit pursuant to applicable Unlawful Detainer statutes, such Notice to Pay Rent or Quit shall also constitute the notice required by this subparagraph.

- (c) The failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease in any material respect to be observed or performed by Lessee, other than those described in Section 11.01 (b) above, where such failure shall continue for a period of thirty (30) days after written notice thereof from Lessor to Lessee; provided, however, that if the nature of Lessee's default is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.
- (d) (1) The making by Lessee of any general arrangement or assignment for the benefit of creditors;
- (2) Lessee becomes a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days);
- (3) The appointment of a trustee or receiver to take possession of all or substantially all of Lessee's assets located at or on the Site or of Lessee's interest in this Lease where possession is not restored to Lessee within thirty (30) days; or
- (4) The attachment, execution or other judicial seizure of all or substantially all of Lessee's assets located at or on the Site or of Lessee's interest in this Lease, where such seizure is not discharged within thirty (30) days.

Provided, however, in the event that any provision of this Section 11.01(d) is contrary to any applicable law, such provision shall be of no force or effect.

11.02 Remedies.

In the event of any such material default or breach by Lessee, Lessor may at any time thereafter, with or without notice or demand and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such default or breach:

- (a) Terminate Lessee's right to possession of the Site by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Site to Lessor. In such event Lessor shall be entitled to recover from Lessee all damages provided under California Civil Code Section 1951.2 incurred by Lessor by reason of Lessee's default including, but not limited to, the cost of recovering possession of the Site, reasonable attorneys' fees, the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Lessee proves could be reasonably avoided.
- (b) Maintain Lessee's right to possession in which case this Lease shall continue in effect whether or not Lessee shall have abandoned the Site. In such event Lessor shall be entitled to enforce all of Lessor's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.
- (c) Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decision of the State of California. Unpaid installments of rent and other unpaid monetary

obligations under the terms of this Lease shall bear interest from thirty (30) days following the date due at the maximum rate then allowable by law.

SECTION 12. LESSOR'S LIABILITY.

The term "Lessor" as used herein shall mean only the owner of the fee title of the Site at the time in question. In the event of any transfer of such title or interest Lessor herein named (and in case of any subsequent transfers then the grantor) shall be relieved from and after the date of such transfer of all liability as respects Lessor's obligations thereafter to be performed, provided that any funds in the hands of Lessor at the time of such transfer, in which Lessee has an interest, shall be delivered to the grantee.

SECTION 13. INTEREST ON PAST-DUE OBLIGATIONS.

Except as expressly herein provided, any amount due to Lessor not paid when due shall bear interest from thirty (30) days following the date due at a Ten Percent (10%) annual rate.

SECTION 14. HOLDING OVER.

If Lessee remains in possession of the Site or any part thereof after the expiration of the term or option term hereof, such occupancy shall be a tenancy from month to month with all the obligations of this Lease applicable to the Lessee and at a monthly rental obligation of One Hundred Fifty Percent (150%) of the per month rental in effect at the time of expiration.

SECTION 15. LESSOR'S ACCESS.

Lessee's communications equipment is highly sensitive and is subject to federal requirements that any entry onto the Site which could damage or interfere with it must be controlled. Accordingly, although Lessor may have a key to the Site, Lessor shall not enter the Site (other than in an emergency) unless it has given Lessee twenty-four (24) hours actual notice. In case of emergency, Lessor shall make reasonable efforts to notify Lessee prior to entering the Site.

SECTION 16. QUIET POSSESSION.

Upon Lessee paying the rent for the Site and observing and performing all of the covenants, conditions and provisions on Lessee's part to be observed and performed hereunder, Lessee shall have quiet possession of the Site for the entire term hereof subject to all of the provisions of this Lease. The individuals executing this Lease on behalf of Lessor represent and warrant to Lessee that they have legal right to possession of the Site and are fully authorized and legally capable of executing this Lease on behalf of Lessor and that such execution is binding upon all parties holding an ownership interest in the Site.

SECTION 17. EASEMENTS.

Lessor reserves to itself the right, from time to time, to grant such easements, rights and dedications that Lessor deems necessary or desirable, and to cause the recordation of Parcel Maps and restrictions, so long as such easements, rights, dedications, Maps and restrictions do not interfere with the use of the Site by Lessee. Lessee shall sign any such document upon request of Lessor.

SECTION 18. WARRANTIES AND COVENANTS OF LESSOR.

Lessor warrants and covenants that (a) Lessor shall make available to Lessee at the Site, all presently existing utility services required by Lessee for purposes of the operation of Lessee's equipment at the Site, provided that Lessee may at its own expense (or Lessor may, if Lessee so requests, at Lessee's expense), install any and all additional utilities service facilities which are so required; (b) Lessor shall, during the term hereof, make payment of all real property taxes and special assessments, as applied to all properties within the area, levied against the Site which it has the duty to pay within the time allowed by the taxing authorities

in order to avoid penalty, and Lessee shall compensate Lessor for any real property taxes attributable to the value of Lessee's improvements on the Site, following written notice from Lessor of the amount due, (which payment shall be made by Lessee to Lessor at least ten (10) days prior to the date when due to the taxing authority without penalty); and (c) subject to Lessee's obligation under the terms and conditions of Section 4.03, Lessee shall have access to the Site at all times and all access road and security gates shall be operational.

SECTION 19. GENERAL PROVISIONS.

19.01 Severability.

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

19.02 Time of Essence.

Time is of the essence of this Lease.

19.03 Additional Rent.

Any monetary obligations of Lessee to Lessor under the terms of this Lease shall be deemed to be rent and all references herein to "rent" shall be deemed to include the minimum rent and all other sums paid or payable by Lessee to Lessor hereunder.

19.04 Entire Agreement.

This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification. Except as otherwise stated in this Lease, Lessee hereby acknowledges that neither the Lessor nor any employees or agents of the Lessor has made any oral or written warranties or representations to Lessee relative to the condition or use by Lessee of said Site and Lessee acknowledges that Lessee assumes all responsibility regarding the Occupational Safety and Health Act, the legal use and adaptability of the Site and compliance with all applicable laws and regulations in effect during the term of this Lease.

19.05 Notices.

Any notice required or permitted to be given hereunder, including a Notice to Pay Rent or Quit, or Notice to Terminate, shall be in writing and may be given by personal delivery or by certified mail, and if given personally or by mail, shall be deemed sufficiently given if addressed to Lessee or to Lessor at the address noted below:

Lessor: City of Trinidad
P.O. Box 390
Trinidad, CA. 95570

Lessee: Cal-One Cellular L.P. D.B.A. Cal-North Cellular
11918 Main Street
P. O. Box 627
Fort Jones, CA 96032

Each notice shall specify the paragraph of this Lease, if any, pursuant or with reference to which it is given. Either party may by notice to the other specify a different address for notice purposes. A copy of all notices required or permitted to be given to Lessor hereunder shall be concurrently transmitted to such party or

parties at such addresses as Lessor may from time to time hereafter designate by notice to Lessee. Notice given under this section shall be deemed in compliance with applicable statutory notice requirements, including Code of Civil Procedure Section 1162 and Civil Code Section 1953.

The following information is informational only and may be changed in the manner described above for altering mailing addresses:

Lessor: Contact: City of Trinidad (707) 677-0223

Lessee: Contact: James G. Hendricks (916) 468-5222

19.06 Waivers.

No waiver by Lessor or Lessee of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Lessor or Lessee of the same or any other provision. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to or approval of any subsequent act by Lessee. The acceptance of rent hereunder by Lessor shall not be a waiver of any preceding breach by Lessee of any provision hereof, other than the failure of Lessee to pay the particular rent so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

19.07 Cumulative Remedies.

No remedy or election under this Lease shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

19.08 Binding Effect Choice of Law.

Subject to any provisions hereof restricting assignment or subletting by Lessee and subject to the provisions of Section 12, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State of California applicable to leases entered into, and to be wholly performed, within the State. The language of all parts of this Lease shall be construed with its fair meaning and not strictly for or against the Lessor or Lessee.

19.09 Conditions to Effectiveness of Lease.

The approval of the Trinidad City Council constitutes an express condition precedent to the effectiveness of this Lease. The City Council resolution approving this Lease shall be attached hereto as Exhibit E.

19.10 Attorneys' Fees.

If either party named herein brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to its reasonable attorneys' fees and court costs to be paid by the losing party.

19.11 Consent.

Whenever under this lease the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld or delayed and all such determinations shall be made on a reasonable basis and in a reasonable manner.

19.12 Authority.

Each individual executing this Lease on behalf of Lessee and Lessor represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said Party.

19.13 Captions.

The captions used herein are for convenience only and are not a part of this Lease and do not in any way amplify the terms or provisions hereof.

19.14 Protections Against Interference.

Lessee's operations shall not interfere with Lessor's present communications uses of their property. Lessor will not grant a lease to any party for use of their property if such use would interfere with Lessee's operation of the communications facility. Any future sub-lease of the Site which permits the installation of communication equipment shall be conditioned upon not interfering with Lessee's operation of the communications facility. Subject to Lessor's rights under Section 4.04 (which Section 4.04 supersedes this Section with respect to interference with Lessor's essential municipal services) and Lessee's rights under Section 7.02 (b), in the event either party experiences radio frequency interference to their operations (operated within FCC Rules), caused by the operations of the other party, the party experiencing the interference shall notify the other party in writing (which writing shall include the opinion of a qualified electrical engineer stating the nature of the interference) and the other party shall commence to cure such interference within five (5) days receipt of such notice and shall diligently prosecute that cure to completion. If the interference has not ceased within sixty (60) days of the initial notice, the interfering party shall cease the interfering operations until the interference is resolved. Both parties shall work diligently in good faith to resolve any such interference problem quickly and cost effectively.

SECTION 20. FURTHER ASSURANCES.

In addition to the actions specifically mentioned in this Lease, the parties shall each do whatever may be reasonably necessary to accomplish the transactions contemplated in this Agreement including, without limitation, execution of a Notice of the Lease hereof in form appropriate for recording in the county in which the Site is situated.

IN WITNESS THEREOF, the parties hereto have executed this Lease at the place and on the dates specified immediately adjacent to their respective signatures.

LESSEE

By _____
James G. Hendricks, General Manager
Cal-One Cellular L.P. D.B.A. Cal-North Cellular

LESSOR

By _____
Mayor
City of Trinidad

SECTION 21. EXHIBITS

- Exhibit A: Map of the Site**
- Exhibit A1: Tower and Building Profile**
- Exhibit B: Certified Minutes of City Council Meeting Approving Lease**



DISCUSSION AGENDA ITEM 2

SUPPORTING DOCUMENTATION FOLLOWS WITH: 7 PAGES

2. Discussion/Decision regarding Water Treatment Plant Upgrade

DISCUSSION AGENDA ITEM

Date: June 13, 2012

Item: WATER TREATMENT PLAN UPGRADE PROJECT

Background: The City received funding from the California Department of Public Health for the final planning and design of improvements to the water treatment plant. Rebecca Crow of GHD will be presenting an update on the proposed improvements. This information presented is the basis of the funding application the Council will consider authorizing the City Manager to sign.

In April 2012, the City Council approved submission of a Notice of Intent to apply for Proposition 50 funding through the California Department of Health Services (CDPH) for grant funds to complete the improvements proposed at the Water Treatment Plant. The application deadline is June 8, and staff will have met that deadline by submitting an unsigned application packet, followed by Council consideration of an authorizing Resolution at the June 13 Council meeting. This process was discussed and has been approved by staff at the California Department of Health Services. If the City is successful in this funding application, the proposed improvements would be 100% grant funded. Other grant funds would require a 20% city match.

Staff Recommendation:

- (1) Receive an update on the status of the water treatment plant upgrade project; and
- (2) Approve Resolution No. 2012-08 authorizing the City Manager to sign a Proposition 50 Grant funding application for Water Treatment Plant Improvements.

Attachments: Water Treatment Plant Update Presentation
Resolution No. 2012-08

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

Kathy Bhardwaj, Mayor
Gabriel Adams, City Clerk



RESOLUTION 2012-08

AUTHORIZING THE CITY MANAGER TO HAVE PREPARED AND SIGN A PROPOSITION 50 FUNDING APPLICATION FOR WATER TREATMENT PLANT IMPROVEMENTS

WHEREAS, the City of Trinidad has the authority to construct, operate, and maintain the Trinidad Water System; and

WHEREAS, the City of Trinidad desires to enhance the provision and protection of the drinking water supplied to the consumers of Trinidad Water System, therefore

BE IT RESOLVED by the City of Trinidad that, pursuant and subject to all of the terms and provisions of the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002 (Proposition 50) and all amendments thereto, application be made to the State of California for funding; and

BE IT FURTHER RESOLVED that the City Manager of said City of Trinidad is hereby authorized and directed to cause the necessary data to be prepared, investigations to be performed and application to be signed and filed with the State of California.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Trinidad, Humboldt County, on Wednesday, June 13, 2012.

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

Ayes:
Noes:
Absent:
Abstain:

Attest:

Gabriel Adams
Trinidad City Clerk

Kathy Bhardwaj
Mayor

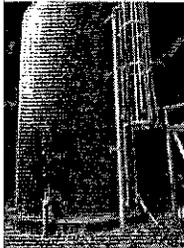
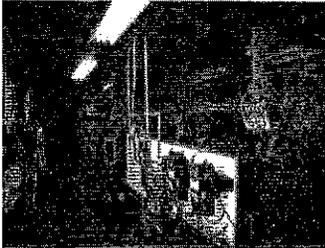


Water System Upgrade
Selection of Preferred Treatment Technologies

June 13, 2012

Project Objectives

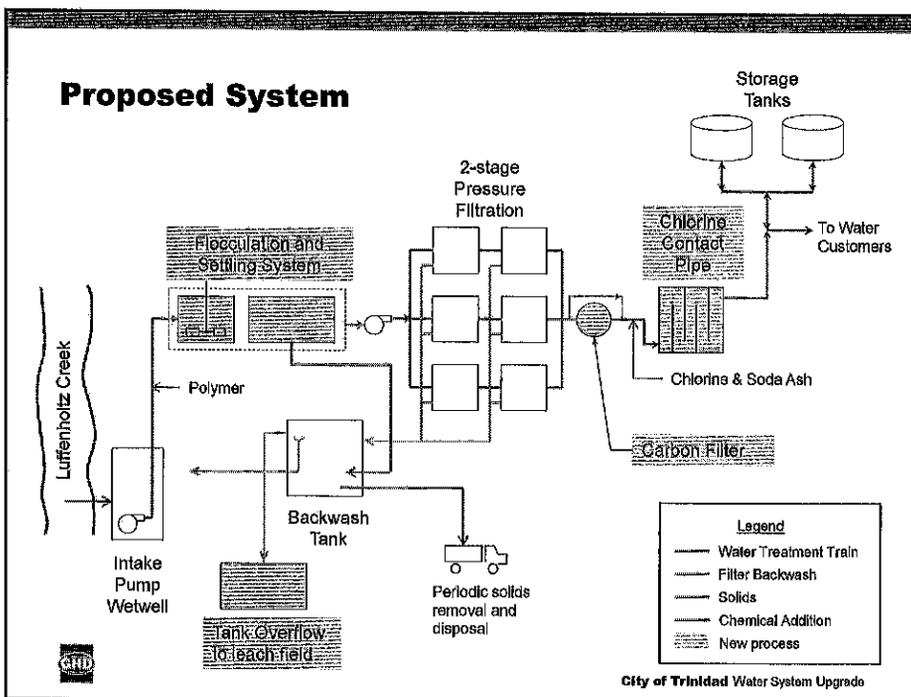
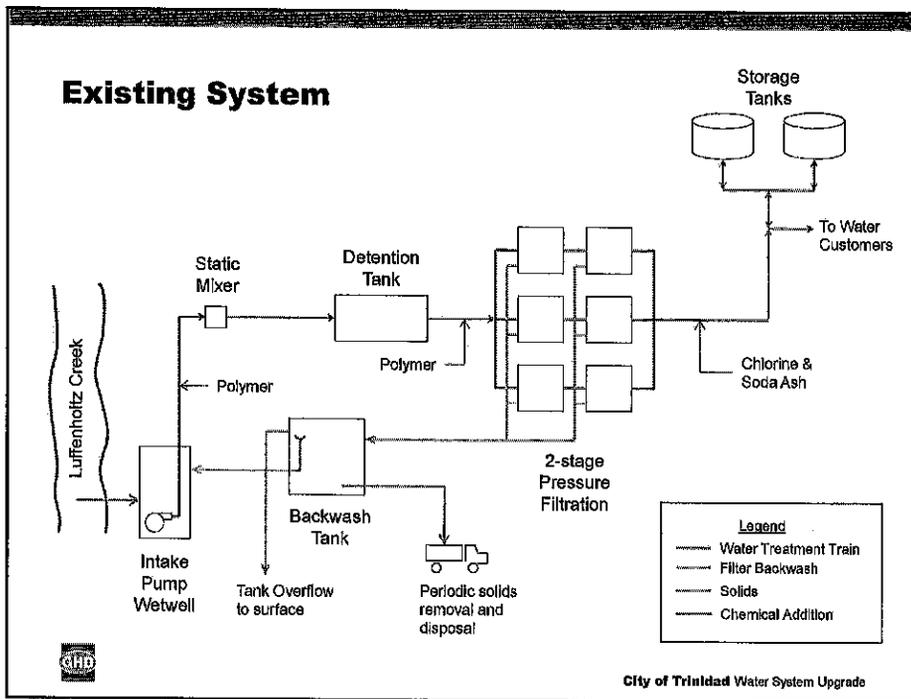
- Address water production impacts from high turbidity events
- Reduce potential for disinfection by-product production
- Reduce chemical usage
- Improve treatment system reliability



Intake Pump Station Detention Tank and Filters Backwash Tank



City of Trinidad Water System Upgrade



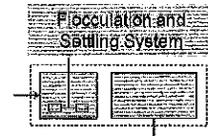
Modifications to Existing Treatment Process

Existing Element	Proposed Change	Added Element
Infiltration Gallery	No change	
Intake Wetwell Pump	Change pumps due to changed hydraulic conditions	Flood protection of wetwell
Polymer Dosing	Re-use existing polymer dosing equipment	
Static Mixer	Remove static mixer	Install combination flocculation tank and plate settler
Detention tank	Remove detention tank	Install pump station after plate settler to drive water through filters
Pressure Filters	Re-use existing filters	Install carbon filters for organic carbon after pressure filters
Disinfection	Re-use existing chlorine dosing system	Install chlorine contact tank
Storage	No change	
Backwash Water Tank	Provide lead-in field for potential backwash tank overflow	

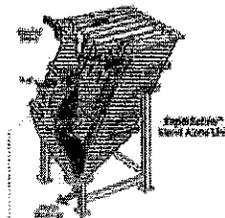


City of Trinidad Water System Upgrade

High-Rate Clarification (HRC)



- Process Description
 - Flocculation (create larger particles for filtration)
 - Plate settling (gravity settling in small footprint)
- Preferred over membrane systems
 - HRC less complicated
 - HRC less energy intensive
- Preferred over adding a fourth filter train
 - HRC is more reliable process for removing solids
 - Pressure filters not capable of removing large volumes of solids

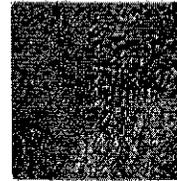


City of Trinidad Water System Upgrade

Carbon Filtration



- Process Description
 - Adsorption process to remove dissolved constituents
- Benefits of Process
 - Water quality compliance:
 - Reduce organic carbon prior to chlorine disinfection.
 - Important process for times when turbidity is low but water quality is still difficult to treat.
- Operational Considerations
 - Process can be by-passed depending on raw water quality
 - Carbon media must be changed periodically



City of Trinidad Water System Upgrade

Chlorine Contact Pipe (CCP)



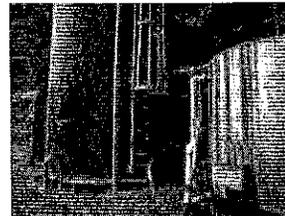
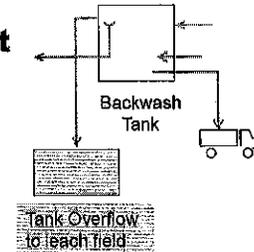
- Process Description
 - Pipe to provide dedicated volume for chlorine disinfection
- Benefits of process
 - Dedicated volume for disinfection will help reduce chlorine usage
 - CCP will allow for similar backwashing procedures
 - Buried pipe will maintain more open space on site



City of Trinidad Water System Upgrade

Backwash and Solids Management

- Provide leach field for potential backwash water tank overflow
- Provide reliable means for controlling maximum filter backwash flow to intake pump station
 - Purpose: minimize wasting of water and minimizing possibility of introducing solids back into treatment process.



City of Trinidad Water System Upgrade

Project Funding

- Current Final Planning and Design Funding
 - Funded by a partial Grant from California Department of Public Health, Safe Drinking Water State Revolving Fund
 - Total cost \$193,100: 80% Grant and 20% City Match, which includes Grant Management and other City expenses.
- Long-Term Improvement Project Funding
 - Proposition 50 Small Water System Grant
 - Funds are first ready to construct first to get the funds, and the competition is tight
 - Provides 100% grant funding up to \$2 million
 - Safe Drinking Water State Revolving Fund (DWSRF)
 - Similar financing terms as Final Planning/ Design (80% Grant, 20% Loan)
 - Combination of Prop 50 and DWSRF



City of Trinidad Water System Upgrade



DISCUSSION AGENDA ITEM 3

SUPPORTING DOCUMENTATION FOLLOWS WITH: 13 PAGES

3. Pubic Hearing to approve Resolution 2012-09; Adopting the final budget for Fiscal Year 2012-2013.

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

Kathy Bhardwaj, Mayor
Gabriel Adams, City Clerk



RESOLUTION 2012-09

ADOPTING THE FY2013 BUDGET FOR THE CITY OF TRINIDAD

WHEREAS, the City of Trinidad is required to prepare and adopt a balanced budget every year by July 1st for the following Fiscal Year; and

WHEREAS, the City Staff has prepared a Draft Budget for FY2013; and

WHEREAS, a presentation to the City Council at a Public Workshop Meeting to present the Draft Budget was conducted in Trinidad on May 16, 2012 for the purpose of receiving public responses; and

WHEREAS, a Proposed Budget, which takes into consideration public comments, has been completed and is ready for City Council for consideration and adoption.

NOW, THEREFORE LET IT BE RESOLVED that the Trinidad City Council does hereby adopt the proposed FY2013 Budget; and

NOW, THEREFORE BE IT FURTHER RESOLVED that the Trinidad City Council does hereby instruct its staff to return to the Council periodically during the year with proposed budget amendments which may become necessary to address changing financial conditions.

PASSED AND ADOPTED BY THE TRINIDAD CITY COUNCIL of Humboldt County of the State of California this 13th day of June, 2012.

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

DISCUSSION/ACTION AGENDA

Date: June 13, 2012

Item: Public Hearing to adopt the FY 2012-13 Annual Budget

Background:

The proposed FY 2012-13 City of Trinidad Budget is being submitted to the City Council for adoption. A public study session that included a power point presentation of the draft budget was held on May 9, 2012. Key points related to that budget presentation include:

1. The draft budget assumes continuation of the .75% sales tax add on. If the ballot measure is unsuccessful, reductions will be necessary in the 2012-13 year. This could be as high as \$23,000, but will probably be less since some of the add on is paid the city in arrears. The add on tax generates about \$100,000 per year and expires March 31, 2013.
2. Funding is included for a 2% across the board salary adjustments for all staff (except City Manager), plus a six month 2.5% promotional progression in accordance with the procedures set forth in the Employee Policies Manual (total equivalent annual increase of 3.25%).
3. The draft budget reflects a reduction in the Records Manager hours from current 30 hours per week to 20 hours per week.
4. Health insurance costs were factored in at 10% increase. We have since learned that the actual increase to maintain the current policy will be 15%. Staff is reviewing other options to contain costs which might mean increased deductible and/or co-pays.
5. The draft budget assumes continuation of COPS \$100,000 to help offset law enforcement costs.
6. The law enforcement contract with the Sheriff will increase from \$179,976 to \$185,372.
7. The projection factors in a reduction in general fund attorney expense from the current budget of \$33,000 to proposed budget of \$25,000 based on current activity. This provides no contingency in the event of litigation or other unanticipated issue needing legal review and guidance.
8. Utility costs are anticipated to increase due to costs associated with the new library; however, that will be for less than the full year.

9. A new appropriation of \$2,006 is included to cover required permit fees (based on population) charged to entities owning and/or operating a storm water conveyance system.
10. This assumes no further unemployment payments for laid off police employees. The City has been required to continue such payment in the current fiscal year. It is anticipated that benefits will be exhausted in the new fiscal year.
11. \$3,000 is budgeted for cherry tree trimming and maintenance due to relinquishment of this responsibility by the Garden Club. This provides funding for annual trimming for about half of the 23 trees on city property (estimated between \$200 and \$250 each).
12. \$3,200 is provided for funding to improve/replace sound system in city hall and purchase a lap top computer for public presentation purposes.
13. \$4,300 is provided (65% general fund; 35% water fund) for purchase of radio communication system for public works staff.
14. Funding for replacement of two fire hydrants is provided, plus carry over funding for replacement of two hydrants budgeted in current year (\$5,000 x 4).
15. \$10,000 is set aside/reserve in public works for major equipment/vehicle replacement and/or grant match.
16. \$15,000 is set aside/reserve in water fund for capital acquisition/grant match.
17. \$10,000 is set aside/reserve in fire department for future capital acquisition.

Changes that have now been incorporated into the proposed budget based on Council discussion from the May 9 study session are as follows:

1. \$4,000 is allocated for initial distribution of Transient Occupancy Taxes: \$2,000 to the Museum Society and \$2,000 to the Chamber of Commerce. The allocation to the Chamber of Commerce may be revisited following the November election.
2. \$600 is included for membership in the Local Government Commission (web page attached).
3. The Planning expense is increased from the initial \$28,600 presentation to \$ 38,600 to reflect an additional \$10,000 toward an accelerated process leading to updating the General Plan. This will allocate a total of \$20,000 toward the General Plan process and is expected to accelerate completion of the task components by approximately 6 months.

With these changes, the proposed General Fund expenditures will total \$ 526,267 and the proposed General fund revenues remains at \$492,703, for a difference of \$33,564. There are sufficient carry forward funds to absorb the difference between revenues and

expenditures. There are a number of one time expenditures (including transfers to Public Works and Fire Department reserves as well as the General Plan work) that more than make up this difference between revenues and expenditures, so the current level of services can be sustained, subject to continuation of the sales tax ad on.

Proposed Action:

- (1) Consider action to incorporate the changes to the proposed budget presentation,
- (2) direct any other changes as may be desired, and
- (3) consider approval of Resolution 2012-09 Adopting the FY 2012-13 Annual Budget

Attachments:

Proposed Budget Detail

Proposed Resolution 2012-09 Adopting the FY 2012-13 Annual Budget

CITY OF TRINIDAD
FY 2012-13 PROPOSED BUDGET

General Fund Revenue

		FY 2010-11 Actual	FY 2011-12 Budget	Actual Thru 2/29/2012	FY 2012-13 Proposed Budget
201	REVENUES				
41010	Property Taxes - Secured	\$ 71,899	\$ 115,000	\$ 39,717	\$ 72,200
41020	Property Tax - Unsecured	\$ 3,057	\$ -	\$ 3,022	\$ 3,025
41040	Property Tax - Prior Unsecured	\$ 46	\$ -	\$ 58	\$ 60
41050	Proerty Tax - Current suppl	\$ 225	\$ -	\$ 209	\$ 220
41060	Property Tax - prior Supplemental	\$ 227	\$ -	\$ 111	\$ 200
41071	Motor Vehicles Fines	\$ 3,114	\$ -	\$ 652	\$ 1,000
41072	Booking Fees	\$ 452	\$ -	\$ 155	\$ -
41080	Property Tax - Homeowners	\$ 445	\$ -	\$ -	\$ -
41090	Real Property Tansfer Tax	\$ 334	\$ -	\$ -	\$ -
41110	Property Tax Exemption	\$ 635	\$ -	\$ 640	\$ 640
41130	Public Safety 1/2% sales tax	\$ 1,090	\$ -	\$ 794	\$ 1,660
41140	Documentary Real Property Tax	\$ 865	\$ -	\$ 1,018	\$ 2,000
41190	Property Tax Administration	\$ (3,556)	\$ -	\$ (1,801)	\$ (3,675)
41200	LAFCO	\$ (493)	\$ -	\$ (585)	\$ (600)
41210	In Lieu Sales & Use Tax	\$ 27,258	\$ -	\$ 11,809	\$ 23,620
41220	In Lieu VLF	\$ 25,835	\$ -	\$ 13,258	\$ 26,520
42000	Sales Taxes	\$ 206,744	\$ 180,000	\$ 83,146	\$ 190,000
43000	Transient Occupancy Tax	\$ 72,409	\$ 80,000	\$ 62,336	\$ 87,500
47310	Vehicle License Collection	\$ 474		\$ 182	\$ 200
49080	Motor Vehicle License Fee Gap	\$ 339	\$ 3,500	\$ 704	\$ 720
53010	Copy Machine Fees	\$ 50	\$ 100	\$ 28	\$ 50
53020	Interest Received	\$ 23,660	\$ 15,000	\$ 13,196	\$ 20,000
53030	Donations	\$ -	\$ -	\$ 50	\$ -
53090	Other Miscellaneous Income	\$ 10,019	\$ 2,500	\$ 55,771	\$ 2,500
54020	Planner Application Processing	\$ 5,702	\$ 8,500	\$ 5,770	\$ 6,000
54040	Engineer Application Processing	\$ -	\$ 500	\$ -	\$ -
54050	Building Inspector Application Processing	\$ 24,626	\$ 10,000	\$ 31,413	\$ 10,000
54100	Animal License	\$ 34	\$ 100	\$ 80	\$ 100
54130	Farmers Market Business License	\$ 415	\$ -	\$ 30	\$ -
51040	Zoning & Subdivision Fees	\$ 10		\$ -	\$ -
54150	Business License	\$ 5,100	\$ 7,500	\$ 8,426	\$ 8,400
54300	Encroachment Permits	\$ 460	\$ 400	\$ 100	\$ 200
56150	Franchise Fees	\$ 8,460	\$ -	\$ 12,945	\$ -
56400	Rental Income - Verizon	\$ 19,716	\$ 19,620	\$ 13,552	\$ 21,118
56500	Rental Income - Harbor	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,125
46600	Rental Income - Tennis Court	\$ -	\$ -	\$ 50	\$ -
56650	Rental Income - Suddenlink	\$ 3,949	\$ 4,200	\$ 2,935	\$ 3,920
56700	Rental Income - Town Hall	\$ 6,365	\$ 8,500	\$ 8,720	\$ 10,000
56800	Rental Income - Misc	\$ -	\$ 500	\$ -	\$ -
59999	Interdepartmental Transfer	\$ 2,533	\$ 5,000	\$ -	\$ -
	TOTAL REVENUES	\$ 527,498	\$ 465,920	\$ 373,491	\$ 492,703

CITY OF TRINIDAD

FY2013 BUDGET

Proposed General Fund Admin Expenditures

		FY 2010-11 Actual	FY 2011-12 Budget	Actual Thru 2/29/2012	FY 2012-13 Proposed Budget
201	EXPENDITURES				
60000	Interdepartmental Transfers	\$ -	\$0	\$ -	\$ 2,385
60900	Honorariums	\$ 2,750	\$3,000	\$ 2,000	\$ 3,000
61000	Employee Wages	\$ 65,549	\$72,615	\$ 49,633	\$ 92,768
61250	Overtime	\$ -	\$1,500	\$ -	\$ 500
61470	Fringe Benefits	\$ 6,339		\$ 387	
65000	Employee Benefits	\$ -	\$8,746	\$ -	
65100	Deferred Retirement	\$ 6,699	\$0	\$ 1,774	\$ 3,657
65200	Medical Insurance & Expense	\$ 6,533	\$6,384	\$ 3,170	\$ 5,663
65300	Worker's Comensation	\$ 614		\$ 4,486	\$ 3,101
65400	Unemployment Compensation	\$ 2,111		\$ -	\$ -
65500	Employee Mileage Reimbursement	\$ 1,177	\$1,200	\$ 532	\$ 1,200
65600	Payroll Tax	\$ 5,844		\$ 3,955	\$ 7,377
68090	Crime Bond	\$ 700	\$770	\$ 700	\$ 525
68200	General Liability Insurance	\$ 5,443	\$10,908	\$ 5,211	\$ 9,919
68300	Property & Casualty Insurance	\$ 4,397	\$4,387	\$ 3,748	\$ 4,466
71100	Attorney - Meetings	\$ 18,745	\$15,000	\$ 647	\$ -
71110	Attorney - Administrative Tasks	\$ 8,517	\$8,000	\$ 4,171	\$ 20,000
71130	Attorney - Litigation	\$ 3,223	\$10,000	\$ 8,081	\$ 5,000
71140	Attorney - Mileage	\$ 38		\$ -	\$ -
71160	Accounting	\$ 255		\$ -	\$ -
71210	City Engineer - Administration	\$ 5,225	\$7,000	\$ 769	\$ 1,500
71220	City Engineer - Application Processing	\$ -	\$2,000	\$ -	\$ -
71300	City Planner - Meetings	\$ 4,624	\$4,200	\$ 2,334	\$ -
71310	City Planner - Administration	\$ 10,908	\$7,000	\$ 9,909	\$ 38,600
71320	City Planner - Application Processing	\$ 5,310	\$7,000	\$ 7,884	\$ -
71330	City Planner - Enforcement	\$ 888	\$0	\$ 202	\$ -
71340	City Planner - Projects	\$ 8,241	\$20,000	\$ 6,315	\$ -
71400	Building Inspector - Application Processing	\$ -	\$0	\$ 3,898	\$ -
71410	Building Inspector -Admin Tasks	\$ 568	\$0	\$ 5	\$ 10,000
71420	Building Inspector - Permit Process	\$ 1,922	\$5,000	\$ 14,508	\$ -
71430	Building Inspector - Enforcement	\$ 594	\$0	\$ 90	\$ -
71510	Accountant - Admin Tasks	\$ 14,009	\$20,000	\$ 9,597	\$ 11,050
71620	Auditor - Financial Reports	\$ 11,044	\$11,913	\$ 7,191	\$ 13,585
72000	TOT Allocation	\$ -	\$4,500	\$ 4,000	\$ 4,000
72100	Bad Debts			\$ 110	\$ -
75110	Financial Advisor/Tech Support	\$ 941	\$1,200	\$ 536	\$ 1,200
75160	Library & Local Contributions	\$ -	\$1,500	\$ -	\$ -
75170	Rent	\$ 5,850	\$7,800	\$ 5,200	\$ 8,190
75180	Utilities	\$ 4,273	\$4,000	\$ 2,449	\$ 6,000
75190	Dues & Memberships	\$ 12,846	\$1,000	\$ 357	\$ 1,100
75200	Municipal Expense	\$ 1,032	\$7,500	\$ 2,337	\$ 3,006
75220	Office Supplies & Expense	\$ 4,470	\$4,500	\$ 3,750	\$ 5,500
75240	Bank Charges	\$ 73	\$0	\$ 106	\$ 200
75300	Contracted Services	\$ 4,200		\$ 600	\$ 1,000
75990	Miscellaneous Expense	\$ 1,027	\$1,900	\$ -	\$ -
76110	Telephone & Communications	\$ 1,950	\$2,500	\$ 1,266	\$ 2,500
76130	Cable and Internet Services	\$ 1,980	\$2,000	\$ 1,288	\$ 2,400
76150	Travel	\$ -	\$1,500	\$ -	\$ 1,500
78160	Building Repairs & Maintenance	\$ 3,210	\$3,500	\$ 2,032	\$ 5,000
78190	Materials, Supplies & Equipment	\$ 3,616	\$5,000	\$ 1,623	\$ 6,200
	TOTAL EXPENSES	\$247,735	\$275,023	\$ 176,851	\$ 282,092

CITY OF TRINIDAD

PROPOSED FY2013 BUDGET**General Fund 501 Public Works**

		FY 2010-11 Actual	FY 2011-12 Budget	Actual Thru 2/29/2012	FY 2012-13 Proposed Budget
501	EXPENDITURES				
61000	Employee Gross Wages	\$ 31,451	\$ 39,180	\$ 25,939	\$ 38,897
61250	Employee Overtime		\$ 3,000	\$ 188	\$ 1,500
65100	Deferred Retirement	\$ 3,223	\$ -	\$ 2,338	\$ 3,943
65200	Medical Insurance & Benefits	\$ 12,721	\$ 21,113	\$ 11,738	\$ 19,663
65300	Workmen's Comp Insurance	\$ 615	\$ 4,720	\$ 1,847	\$ 1,301
65600	Payroll Tax	\$ 2,698		\$ 2,097	\$ 3,277
68200	General Liability Insurance		\$ 992	\$ 474	\$ -
71210	City Engineer -Admin			\$ 4,078	\$ 4,800
71250	City Engineer - Project Fees		\$ 2,500	\$ 4,596	\$ 4,000
71510	Accountant - Admin Tasks	\$ 943	\$ 1,100	\$ -	\$ 3,000
75180	Utilities	\$ 74		\$ 36	\$ -
75300	Contracted Services - Tree Trimming		\$ 1,500		\$ 3,000
75370	Uniforms/personal equipment			\$ 82	\$ -
78100	Street Maintenance & Repair	\$ 11,882	\$ 114,700	\$ 42,806	\$ 5,000
78110	Street Safety Improvements	\$ 1,320		\$ -	\$ -
78120	Street Lighting - Operations	\$ 3,500	\$ 4,800	\$ 2,568	\$ 5,000
78125	Street Lighting - Improvements		\$ 40,000		\$ -
78130	Trail & Park Maintenance	\$ 21,191	\$ 1,000	\$ 96	\$ 1,000
78140	Vehicle Fuel & Oil	\$ 2,837	\$ 3,000	\$ 2,866	\$ 4,000
78150	Vehicle Repairs	\$ 1,291	\$ 2,000	\$ 2,213	\$ 2,500
78160	Building Repairs & maintenance			\$ 265	\$ -
78180	Other Repair & Maintenance	\$ 43			\$ -
78190	Materials, Supplies & Equipment	\$ 2,473	\$ 2,500	\$ 3,952	\$ 7,795
78200	Equipment Repairs & Maintenance	\$ 315		\$ 228	\$ -
90000	Transfer to Reserve				\$ 10,000
	TOTAL EXPENSES	\$ 96,577	\$ 242,105	\$ 108,407	\$ 118,676

CITY OF TRINIDAD

PROPOSED FY2013 BUDGET**Special Revenue Fund - Integrated Waste Management****Fund 204**

		FY 2010-11 Actual	FY 2011-12 Budget	Actual Thru 2/29/2012	FY 2012-13 Proposed Budget
204	REVENUES				
46000	Grant Income	\$ 720	\$ 5,000	\$ 5,000	\$ 5,000
47600	Blue Bag Sales	\$ 3,346	\$ 3,500	\$ 2,127	\$ 3,600
47650	Recycling Revenue	\$ 26,638	\$ 32,000	\$ 22,040	\$ 33,060
	TOTAL REVENUES	\$ 30,704	\$ 40,500	\$ 29,167	\$ 41,660
204	EXPENDITURES				
61000	Employee Gross Wages and Overtime	\$ 12,794	\$ 13,265	\$ 8,704	\$ 5,762
61250	Overtime			\$ 58	\$ -
65000	Employee Benefits		\$ 1,598		\$ -
65100	Deferred Retirement	\$ 1,417		\$ 997	\$ 691
65200	Medical Insurance	\$ 3,942	\$ 6,461	\$ 3,343	\$ 2,543
65300	Workman's Compensation	\$ 284		\$ 591	\$ 193
65600	Payroll Tax	\$ 1,073		\$ 724	\$ 493
75120	Waste Recycling Pickup/Disposal	\$ 14,400	\$ 16,000	\$ 11,200	\$ 18,000
75130	Garbage	\$ 927		\$ 556	\$ -
75140	Blue Bag Purchases	\$ 3,160	\$ 3,500	\$ 1,590	\$ 3,600
78100	Sanitation	\$ 6,798	\$ 7,000	\$ 4,019	\$ 6,500
78190	Materials, Supplies & Equipment	\$ 1,249	\$ 1,000	\$ 325	\$ 1,000
78210	Advertising Outreach	\$ 480	\$ -	\$ 89	\$ 100
85000	Capital Outlay		\$ 4,800	\$ 4,719	\$ -
	TOTAL EXPENSES	\$ 46,524	\$ 53,624	\$ 36,915	\$ 38,882

CITY OF TRINIDAD
PROPOSED FY2013 BUDGET

Enterprise Fund - Water

Fund 601

		FY 2010-11 Actual	FY 2011-12 Budget	Actual Thru 2/29/2012	FY 2012-13 Proposed Budget
601	REVENUES				
53020	Interest Received	\$ 10,138	\$ 20,000	\$ -	\$ 9,000
53090	Other Miscellaneous Income	\$ 908	\$ 1,000	\$ 560	\$ 1,000
57100	Water Sales	\$ 215,688	\$ 221,000	\$ 146,230	\$ 265,700
57300	New Water Hookups	\$ 4,500	\$ 9,000	\$ -	\$ 4,500
57500	Penalties	\$ 9,355	\$ 6,000	\$ 8,085	\$ 8,000
	TOTAL REVENUES	\$ 240,589	\$ 257,000	\$ 154,875	\$ 288,200
601	EXPENSES				
27100	Davis Grunsky Note	\$ 14,158	\$ 14,158	\$ 14,158	\$ -
27200	Drinking Water Bond Note - P&I	\$ 9,452	\$ 11,026		\$ 9,743
27900	Deferred Interest-Davis Grunsky	\$ 1,040	\$ 1,040	\$ 1,040	\$ -
61000	Employee Wages	\$ 79,115	\$ 83,354	\$ 54,905	\$ 89,127
61250	Employee Overtime	\$ 883	\$ 5,000	\$ 272	\$ 2,000
65000	Employee Taxes, Insurance & Benefits		\$ 10,040		\$ -
65100	Deferred Retirement	\$ 9,013	\$ -	\$ 5,872	\$ 10,332
65200	Medical Insurance & Expense	\$ 28,760	\$ 43,590	\$ 22,837	\$ 41,993
65300	Workmen's Compensation	\$ 1,844	\$ -	\$ 3,878	\$ 2,980
65600	Payroll Tax	\$ 6,781	\$ -	\$ 4,567	\$ 7,609
68200	General Liability Insurance	\$ 4,000	\$ 7,933	\$ 3,789	\$ 5,341
68300	Property & Casualty Insurance	\$ 2,250	\$ 2,925	\$ 2,498	\$ 2,405
71110	City Attorney - Administrative Tasks		\$ 4,500	\$ 202	\$ 500
71160	Accounting	\$ 240		\$ -	
71210	City Engineer - Admin Tasks	\$ 3,499	\$ 43,620	\$ -	\$ 5,000
71230	Engineer special projects	\$ 15,213	\$ 14,848	\$ 14,786	\$ -
71510	Accountant	\$ 6,432	\$ 9,000	\$ 5,168	\$ 7,000
71620	Auditor	\$ 9,064	\$ 9,000	\$ 6,063	\$ 7,315
72100	Bad Debts	\$ 295		\$ 81	\$ 200
75110	Financial Advisor	\$ 45	\$ -	\$ -	\$ -
75180	Utilities	\$ 10,826	\$ 14,000	\$ 7,572	\$ 13,500
75190	Dues & Memberships	\$ 1,059	\$ 900	\$ 467	\$ 900
75220	Office Supplies & Expense	\$ 1,957	\$ 2,000	\$ 1,620	\$ 2,200
75230	Interest Expense	\$ 2,115	\$ 1,935	\$ 824	\$ 1,284
75240	Bank Charges	\$ 10	\$ -	\$ 20	\$ 100
75280	Training/Education		\$ -	\$ 315	\$ 500
75990	Miscellaneous Expense	\$ 117	\$ 250	\$ 52	\$ 250
76110	Telephone	\$ 1,011	\$ 1,500	\$ 552	\$ 900
76130	Cable & Internet Service	\$ 539	\$ 588	\$ 392	\$ 620
76160	Licenses & Fees	\$ 2,315	\$ 2,200	\$ 2,245	\$ 2,475
78140	Vehicle Fuel and Oil	\$ 2,054	\$ 3,000	\$ 1,262	\$ 2,500
78150	Vehicle Repairs	\$ 37	\$ 1,500	\$ 1,349	\$ 2,000
78160	Building Repairs and Maintenance	\$ 1,399	\$ 2,000	\$ 1,110	\$ 2,000
78170	Security System	\$ 276	\$ 276	\$ 1,743	\$ 350
78190	Materials, Supplies and Equipment	\$ 4,665	\$ 5,000	\$ 4,263	\$ 6,505
78200	Equipment Repairs & Maintenance	\$ 298	\$ 500	\$ 512	\$ 1,000
79100	Water Lab Fees	\$ 3,137	\$ 5,500	\$ 1,630	\$ 4,500

CITY OF TRINIDAD

PROPOSED FY2013 BUDGET**Enterprise Fund - Cemetery****Fund 701**

		FY 2010-11 Actual	FY 2011-12 Budget	Actual Thru 2/29/2012	FY 2012-13 Proposed Budget
701	REVENUES				
53020	Interest Income	\$ 2,488	\$ 3,000	\$ -	\$ 2,000
58100	Cemetery Plot Sales	\$ 11,532	\$ 9,000	\$ 3,750	\$ 6,000
58150	Cemeterery Plot Refunds	\$ -	\$ -	\$ (2,820)	
	TOTAL REVENUES	\$ 14,020	\$ 12,000	\$ 930	\$ 8,000
701	EXPENDITURES				
61000	Employee Gross Wages and Overtime	\$ 8,362	\$ 8,727	\$ 5,747	\$ 5,762
61250	Overtime	\$ -		\$ 58	\$ -
65000	Employee Taxes, Insurance & Benefits		\$ 1,051		
65100	Deferred Retirement	\$ 871	\$ -	\$ 642	\$ 691
65200	Medical Insurance & Expense	\$ 3,063	\$ 5,184	\$ 2,821	\$ 2,543
65300	Workmen's Comp Insurance	\$ 189		\$ 430	\$ 193
65600	Payroll Tax	\$ 706		\$ 471	\$ 493
67200	Insurance - Liability	\$ 500			
75300	Contracted Services		\$ 500		
78180	Other Repair & Maintenance	\$ -	\$ 500		
78190	Materials, Supplies & Equipment	\$ 266	\$ 500	\$ 89	\$ 500
	TOTAL EXPENSES	\$ 13,957	\$ 16,462	\$ 10,258	\$ 10,182



DISCUSSION AGENDA ITEM 4

SUPPORTING DOCUMENTATION FOLLOWS WITH: 1 PAGES

4. Discussion/Decision regarding support for Air Service in Humboldt County

Dear Board Members,

As you all have probably heard, many people are aware that the need for additional air service to our airport is critical now. But many others in the community, especially those who don't fly often, are very skeptical about the need for public resources to be committed. Having been immersed in this topic since I began a month ago, I can see that:

1. Daily air service to a different hub than SFO will not come to ACV without a Minimum Revenue Guarantee (MRG) being offered. The airlines are unwilling to take the chance without it.
2. The benefits to the county from reduced ticket prices due to competition more than pays for the MRG during the term of the contract. After the MRG is over we continue to benefit. And that doesn't count the major advantages to the county that are harder to quantify, such as more jobs, more culture, and more connections.
3. It's getting much worse in the next few years due to the runway project in San Francisco, and it's never been very good there!

We need a chance to make the case to businesses, community groups, the public and your district officials. Can you place us on your next meeting's agenda if you think it is appropriate, so we can make a brief presentation and answer questions? We need to have the support in place within 30 days for a federal funding application, so presenting as soon as possible is important.

I'd suggest the following agenda item:

Consideration of support for the effort to obtain additional air service to Humboldt County

Please let me know if you are able to do this and I'll make sure that someone will be there to make a presentation.

Thanks for your help.

Don

Don Ehnebuske
Executive Director
Redwood Region Economic Development Commission
707-445-0550
don@rredc.com