



Posted: Friday, April 05, 2013

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

The Trinidad City Council will hold its regular monthly meeting on  
**WEDNESDAY, APRIL 10, 2013 at 7:00 PM**  
in the Town Hall at 409 Trinity Street

- 
- I. **CALL TO ORDER**
  - II. **PLEDGE OF ALLEGIANCE**
  - III. **ADJOURN TO CLOSED SESSION** – *No closed session scheduled*
  - IV. **APPROVAL OF AGENDA**
  - V. **APPROVAL OF MINUTES** – 03-13-13 cc
  - VI. **COUNCIL MEMBER REPORTS, INCLUDING COMMITTEE ASSIGNMENTS**
  - VII. **ITEMS FROM THE FLOOR**  
*(Three (3) minute limit per Speaker unless Council approves request for extended time.)*
  - VIII. **CONSENT AGENDA**
    1. Financial Status Reports for February 2013.
    2. Staff Activities Report for March 2013.
    3. Supplemental Budget to Cover Legal Expenses Related to Litigation filed by Tsurai Ancestral Society.
    4. Lease between the City and Trinidad Coastal Land Trust for Library Site.
    5. Support for Legislation on Statewide Earthquake Early Warning System in California.
  - IX. **DISCUSSION/ACTION AGENDA ITEMS**
    1. Presentation on Trinidad's Strong Cities Profile.
    2. Discussion/Decision regarding Azalea & Pacific project award and consideration of new street light.
    3. Discussion/Decision regarding consideration of policy for placement of banners on city street lights.
  - X. **ADJOURNMENT**

**APPROVAL OF MINUTES FOR:**

**MARCH 13, 2013 CC**

**Supporting Documentation follows with:**

**3 PAGES**

**MINUTES OF THE REGULAR MEETING OF THE TRINIDAD CITY COUNCIL**  
**WEDNESDAY, MARCH 13, 2013**

**I. CALL TO ORDER**

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

**II. PLEDGE OF ALLEGIANCE**

Local Girl Scout Troop led the pledge of allegiance, and Mayor Fulkerson read Proclamation 2013-02 in honor of the 101<sup>st</sup> Anniversary of the Girl Scouts.

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

**IV. RECONVENE TO OPEN SESSION**

**V. APPROVAL OF AGENDA**

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

*Discussion item 1 moved to approval of agenda. See below for discussion record. Resident Jack West was selected as Councilmember to fill the term left vacant by Maria Bauman. **Passed 3-0.***

**VI. APPROVAL OF MINUTES – January 23, 2013 cc2**

*Motion (Davies/Bhardwaj) to approve the minutes as written. **Passed 3-0.***

**VII. COMMISSIONERS REPORTS**

Fulkerson: HTA, Library, and RREDC reports.

Davies: Brief RCEA report.

**VIII. ITEMS FROM THE FLOOR**

**Marie Garibedan** – Arts Night

Reminder that first Friday Arts Nights in Trinidad begin in May.

**Melissa Zarp** – Executive Director, Trinidad Chamber of Commerce

Invited the public to the mixer held at the Beachcomber Café Thursday night.

**Patti Fleschner** – Trinidad

Announced that the founding families campaign ends March 15.

**IX. CONSENT AGENDA**

1. Financial Status Reports for January 2012.
2. Authorize Mayor to Support a Resolution Identifying the Criteria for Joining HCAOG.
3. Letter of Support to Green Diamond Resource Company regarding Strawberry Rock Preservation.

*Pulled for discussion.*

City Manager Suiker explained the letter proposed to be sent to Green Diamond officials encourages them to work with the Trinidad Coastal Land Trust to protect and preserve the Strawberry Rock landmark and surrounding area.

Public comment included:

**Jack Nounan** – Local Environmental Activist

We want cancellation of the timber harvest completely, and a one-mile buffer zone surrounding the Strawberry Rock site.

**Abe Brower – Tree Sitter**

Explained the tree sit, the layout of the Strawberry Rock forest, and urged the Council to meet with Green Diamond and insist they not log the area.

**Larry Goldberg – Trinidad Area, Rural Trinidad**

Presented a slideshow filled with photos of the area, the proposed area to be logged, and information in favor of protecting the forest. Urged the Council to ask Green Diamond to preserve Strawberry Rock and surrounding forests.

**Erin Quinlan – Trinidad Area**

Objects to the harvesting trees in the area and spraying chemicals in the forest.

**Chad – Miscellaneous Unknown**

Questioned Green Diamonds certifications, and urged the Council to protect Strawberry Rock

**Marie Garibedian – Trinidad Area**

I want to see Strawberry Rock protected. I'm offering guided hikes to Strawberry Rock every Saturday if anyone is interested. I will also organize a clean up of the parking lot and trailhead. The letter that the city sends should include "Friends of Trinidad Forests".

**Richard Johnson – Trinidad Coastal Land Trust**

The proposed letter should include the Trinidad "Coastal" Land Trust.

**Patti Fleschner – Trinidad Area**

Noted that Neal Ewald wrote a "my word" column in the Times-Standard on March 06 that I encourage everyone to read.

**Jim Baker – Trinidad**

Questions about Green Diamond offers to give the property to the Land Trust, prescriptive easements, and spraying chemicals in drinking watersheds.

*Motion (Miller/West) to add "Friends of Trinidad Head" to the list of groups that encourage protection and preservation of the area, and also add "the Council urges that Green Diamond delay action on the timber harvest plan until there has been the opportunity for input from the impacted community." Passed 4-0.*

4. Supplemental Budget Amendment for Planning Services.
5. Indian Gaming Grant Proposal for Scenic Drive Maintenance Funding.
6. Resolution 2016-03: Updating City Signers on LAIF Investment Fund.

*Motion (Miller/Davies) to approve the consent agenda as submitted. Passed 4-0.*

**X. AGENDA ITEMS**

1. Discussion/Decision regarding Councilmember Appointment and Swearing in if applicable.  
The City received (3) letters of interest. One candidate pulled out at the last minute. The remaining candidates, **Jim Baker** (311 Trinity Street) and **Jack West** (470 Trinity Street) briefly introduced themselves to the Council and public.

There was no public comment.

Council comments included:

**Miller:** Expressed gratitude to both candidates for putting their names in the hat for public service, and recommended Jack West for the position.

**Davies:** Agreed with Miller, and nominated Jack West.

*Motion (Miller/Davies) to appoint Jack West to fulfill the term recently left vacant by Maria Bauman, through November 2016. Passed 3-0.*

2. Presentation/Acceptance of FY 2011-2012 Audit.

City Manager Suiker explained that the firm of Marcello and Company, Certified Public Accountants, has performed the fiscal and management audit for the City of Trinidad for the past nine years. The principal in the firm, Ralph Marcello, CPA, has personally performed these audits and is keenly aware of the City's practices and finances.

Mr. Marcello will be available via telephone connection during the Council's discussion of this item. This is to save the travel costs that would be associated with an on-site visit. Should there be sufficient concerns and/or questions to warrant a personal appearance before the Council, staff will make necessary arrangements for that to occur at a future Council meeting.

Mr. Marcello is again willing to perform the audit for FY2012-13 at the same cost as the prior year (\$18,000 financial audit, \$900 reimbursable expenses, \$2,000 preparation of financial statements), and staff recommends continuation of this arrangement. Due to Mr. Marcello's knowledge of the city's financial practices and methods, he requires minimal support from the city's limited staff to conduct his audit.

There was no public comment.

Members of the council thanked Ralph Marcello and recommended the City Manager's recommendation be approved.

*Motion (Miller/Davies) to accept the FY2012 Annual Financial Audit, and authorize the City Manager to execute an Audit Engagement Letter to perform the FY2012-13 audit at the same costs as the prior year. Passed 4-0.*

3. Presentation/Discussion regarding Community Tourism Assessment TBID program.

City Manager Suiker explained that in April of 2012 the City adopted a resolution granting consent to the County of Humboldt to form the Humboldt County Tourism Business Improvement District. That District has now been formed, and an additional 2% is being assessed in a manner similar to the transient occupancy tax, with funds intended to be used to promote tourism in the area. The Humboldt Lodging Alliance (HLA) has been working to develop specific procedures to implement the funding program, of which 25% will go back to the communities. A copy of the description of the program is included in the meeting packet, together with the proposed draft application. The HLA board member who will review Trinidad applications is Mike Morgan, owner of the Trinidad Bay Bed & Breakfast. Mr. Morgan will be available to discuss the application process as envisioned and answer any questions from Council or community members.

Mike Morgan further explained the TBID program.

There was no public comment.

Council suggested that if any member of the public have any ideas how the funding should be allocated back to the community, bring your proposals to Mr. Morgan.

*Presentation item only. No decision was made.*

**XIII. ADJOURNMENT**

- Meeting ended at 9:45pm.

**Submitted by:**

\_\_\_\_\_  
**Gabriel Adams**  
City Clerk

**Approved by:**

\_\_\_\_\_  
**Julie Fulkerson**  
Mayor



## **CONSENT AGENDA ITEM 2**

**SUPPORTING DOCUMENTATION FOLLOWS WITH: 8 PAGES**

---

1. Financial Status Reports for February 2013.

**City of Trinidad**  
Statement of Revenues and Expenditures - GF Revenue  
From 2/1/2013 Through 2/28/2013

		<u>Current Month</u>	<u>Year to Date</u>	<u>Total Budget - Original</u>	<u>% of Budge</u>
Revenue					
41010	PROPERTY TAX - SECURED	0.00	41,144.99	72,200.00	(43.01)%
41020	PROPERTY TAX - UNSECURED	0.00	2,788.69	3,025.00	(7.81)%
41040	PROPERTY TAX-PRIOR UNSECURED	0.00	88.18	60.00	46.97%
41050	PROPERTY TAX - CURRENT SUPPL	0.00	(14.38)	220.00	(106.54)%
41060	PROPERTY TAX-PRIOR SUPPL	0.00	94.62	200.00	(52.69)%
41070	PROPERTY TAX - FINES	0.00	0.00	1,000.00	(100.00)%
41071	MOTOR VEHICLES	0.00	749.57	0.00	0.00%
41110	PROPERTY TAX EXEMPTION	0.00	643.11	640.00	0.49%
41130	PUBLIC SAFETY 1/2 CENT	0.00	907.34	1,660.00	(45.34)%
41140	PROPERTY TAX - DOCUMENTARY RE	0.00	529.10	2,000.00	(73.55)%
41190	PROPERTY TAX ADMINISTRATION FE	0.00	(1,135.50)	(3,675.00)	(69.10)%
41200	LAFCO Charge	0.00	(361.80)	(600.00)	(39.70)%
41210	IN-LIEU SALES & USE TAX	0.00	13,451.72	23,620.00	(43.05)%
41220	IN LIEU VLF	0.00	13,706.50	26,520.00	(48.32)%
42000	SALES & USE TAX	3,000.00	85,259.46	190,000.00	(55.13)%
43000	TRANSIENT LODGING TAX	16,404.42	68,422.79	87,500.00	(21.80)%
47310	VEHICLE LICENSE COLLECTION	0.00	0.00	200.00	(100.00)%
47600	BLUE BAG SALES	0.00	51.00	0.00	0.00%
49030	PATCH FUND	0.00	10.00	0.00	0.00%
49080	MOTOR VEHICLE FINES	0.00	0.00	720.00	(100.00)%
49990	OTHER GRANTS	0.00	0.00	3,500.00	(100.00)%
53010	COPY MACHINE FEE	1.00	78.60	50.00	57.20%
53020	INTEREST INCOME	7.29	12,930.63	20,000.00	(35.35)%
53090	OTHER MISCELLANEOUS INCOME	120.80	783.52	2,500.00	(68.66)%
54020	PLANNER- APPLICATION PROCESSIN	1,838.00	5,788.00	6,000.00	(3.53)%
54050	BLDG.INSP-APPLICATION PROCESSI	628.00	4,629.26	10,000.00	(53.71)%
54100	ANIMAL LICENSE FEES	0.00	54.00	100.00	(46.00)%
54150	BUSINESS LICENSE TAX	60.00	8,143.50	8,400.00	(3.05)%
54300	ENCROACHMENT PERMIT FEES	0.00	200.00	200.00	0.00%
56400	RENT - VERIZON	1,795.02	14,028.78	21,118.00	(33.57)%
56500	RENT - HARBOR LEASE	0.00	0.00	5,125.00	(100.00)%
56650	RENT - SUDDENLINK	0.00	3,367.09	3,920.00	(14.10)%
56700	RENT - TOWN HALL	676.00	4,886.00	10,000.00	(51.14)%
Total Revenue		<u>24,530.53</u>	<u>281,224.77</u>	<u>496,203.00</u>	<u>(43.32)%</u>

**City of Trinidad**  
Statement of Revenues and Expenditures - GF Expense  
201 - GFAdmin  
From 2/1/2013 Through 2/28/2013

		Current Month	Year to Date	Total Budget - Original	% of Budget
Expense					
60000	INTERDEPARTMENTAL TRANSFER EXP	0.00	0.00	2,385.00	100.00%
60900	HONORARIUMS	200.00	1,900.00	3,000.00	36.67%
61000	EMPLOYEE GROSS WAGE	7,244.98	58,794.21	92,768.00	36.62%
61250	OVERTIME	0.00	0.00	500.00	100.00%
61470	FRINGE BENEFITS	46.16	392.36	0.00	0.00%
65100	DEFERRED RETIREMENT	284.80	2,305.41	3,657.00	36.96%
65200	MEDICAL INSURANCE AND EXPENSE	415.00	3,406.42	5,663.00	39.85%
65300	WORKMEN'S COMP INSURANCE	0.00	3,512.19	3,101.00	(13.26)%
65500	EMPLOYEE MILEAGE REIMBURSEMENT	46.25	384.12	1,200.00	67.99%
65600	PAYROLL TAX	579.02	4,699.94	7,377.00	36.29%
65800	Grant Payroll Allocation	(388.62)	(1,004.16)	0.00	0.00%
68090	CRIME BOND	0.00	525.00	525.00	0.00%
68200	INSURANCE - LIABILITY	0.00	9,400.30	9,919.00	5.23%
68300	PROPERTY & CASUALTY	0.00	3,705.00	4,466.00	17.04%
71110	ATTORNEY-ADMINISTRATIVE TASKS	0.00	7,942.35	20,000.00	60.29%
71130	ATTORNEY-LITIGATION	0.00	3,993.00	5,000.00	20.14%
71210	CITY ENGINEER-ADMIN. TASKS	0.00	398.00	1,500.00	73.47%
71310	CITY PLANNER-ADMIN. TASKS	8,942.00	36,968.20	39,600.00	6.65%
71400	BLDG.INSPECTOR-MEETINGS	0.00	349.12	0.00	0.00%
71410	BLDG INSPECTOR-ADMIN TASKS	150.00	1,767.42	10,000.00	82.33%
71420	BLDG INSPECTOR-PERMIT PROCESS	0.00	280.00	0.00	0.00%
71510	ACCOUNTANT-ADMIN TASKS	647.17	10,286.63	11,050.00	6.91%
71620	AUDITOR-FINANCIAL REPORTS	3,510.00	12,285.00	13,585.00	9.57%
72000	CHAMBER OF COMMERCE	0.00	2,000.00	4,000.00	50.00%
75110	FINANCIAL ADVISOR/TECH SUPPORT	95.00	1,130.69	1,200.00	5.78%
75160	LIBRARY RENT & LOCAL CONTRIB.	0.00	1,000.00	0.00	0.00%
75170	RENT	650.00	5,200.00	8,190.00	36.51%
75180	UTILITIES	177.27	2,820.51	6,000.00	52.99%
75190	DUES & MEMBERSHIP	0.00	289.46	1,100.00	73.69%
75200	MUNICIPAL/UPDATE EXPENSE	0.00	4,713.55	6,827.25	30.96%
75220	OFFICE SUPPLIES & EXPENSE	739.82	2,542.22	5,500.00	53.78%
75240	BANK CHARGES	3.00	75.20	200.00	62.40%
75300	CONTRACTED SERVICES	0.00	0.00	4,500.00	100.00%
75990	MISCELLANEOUS EXPENSE	26.13	87.63	0.00	0.00%
76110	TELEPHONE	116.71	885.38	2,500.00	64.58%
76130	CABLE & INTERNET SERVICE	160.95	1,287.60	2,400.00	46.35%
76150	TRAVEL	652.34	1,277.34	1,500.00	14.84%
78160	BUILDING REPAIRS & MAINTENANCE	267.41	1,970.96	5,000.00	60.58%
78190	MATERIALS, SUPPLIES & EQUIPMEN	125.72	3,688.21	6,200.00	40.51%
<b>Total Expense</b>		<b>24,691.11</b>	<b>191,259.26</b>	<b>290,413.25</b>	<b>34.14%</b>

**City of Trinidad**  
Statement of Revenues and Expenditures - GF Expense  
301 - Police  
From 2/1/2013 Through 2/28/2013

		<u>Current Month</u>	<u>Year to Date</u>	<u>Total Budget - Original</u>	<u>% of Budget</u>
	Expense				
61000	EMPLOYEE GROSS WAGE	395.22	2,999.21	4,694.00	36.11%
65300	WORKMEN'S COMP INSURANCE	0.00	212.86	157.00	(35.58)%
65400	UNEMPLOYMENT COMPENSATION	0.00	1,065.44	0.00	0.00%
65600	PAYROLL TAX	30.24	229.41	359.00	36.10%
65800	Grant Payroll Allocation	0.00	(28.70)	0.00	0.00%
75170	RENT	650.00	5,200.00	8,190.00	36.51%
75180	UTILITIES	278.34	1,383.35	2,410.00	42.60%
75220	OFFICE SUPPLIES & EXPENSE	0.00	542.45	200.00	(171.22)%
75300	CONTRACTED SERVICES	0.00	0.00	85,372.00	100.00%
75350	ANIMAL CONTROL	113.00	904.00	1,796.00	49.67%
75380	INVESTIGATION	0.00	2.30	0.00	0.00%
76110	TELEPHONE	76.29	623.12	1,000.00	37.69%
	Total Expense	<u>1,543.09</u>	<u>13,133.44</u>	<u>104,178.00</u>	<u>87.39%</u>

**City of Trinidad**  
Statement of Revenues and Expenditures - GF Expense  
401 - Fire  
From 2/1/2013 Through 2/28/2013

		<u>Current Month</u>	<u>Year to Date</u>	<u>Total Budget - Original</u>	<u>% of Budget</u>
	Expense				
60900	HONORARIUMS	150.00	1,200.00	1,800.00	33.33%
75180	UTILITIES	84.83	615.33	1,315.00	53.21%
75190	DUES & MEMBERSHIP	0.00	0.00	10.00	100.00%
75280	TRAINING / EDUCATION	0.00	100.00	0.00	0.00%
75300	CONTRACTED SERVICES	0.00	145.00	128.00	(13.28)%
76110	TELEPHONE	27.66	123.05	100.00	(23.05)%
76140	RADIO & DISPATCH	0.00	362.25	618.00	41.38%
78100	STREET MAINT/REPAIR/SANITATION	0.00	25.73	0.00	0.00%
78140	VEHICLE FUEL & OIL	0.00	117.32	400.00	70.67%
78150	VEHICLE REPAIRS	0.00	671.60	3,000.00	77.61%
78160	BUILDING REPAIRS & MAINTENANCE	0.00	0.00	700.00	100.00%
78190	MATERIALS, SUPPLIES & EQUIPMEN	40.71	996.42	2,500.00	60.14%
78200	EQUIPMENT REPAIRS & MAINTENANC	0.00	161.54	750.00	78.46%
90000	Capital Reserves	0.00	0.00	10,000.00	100.00%
	Total Expense	<u>303.20</u>	<u>4,518.24</u>	<u>21,321.00</u>	<u>78.81%</u>

**City of Trinidad**  
Statement of Revenues and Expenditures - GF Expense  
501 - PW (Public Works)  
From 2/1/2013 Through 2/28/2013

		Current Month	Year to Date	Total Budget - Original	% of Budget
Expense					
61000	EMPLOYEE GROSS WAGE	2,889.30	22,273.54	38,897.00	42.74%
61250	OVERTIME	0.00	0.00	1,500.00	100.00%
65100	DEFERRED RETIREMENT	290.96	2,212.53	3,943.00	43.89%
65200	MEDICAL INSURANCE AND EXPENSE	1,915.20	10,299.67	19,663.00	47.62%
65300	WORKMEN'S COMP INSURANCE	0.00	1,490.02	1,301.00	(14.53)%
65600	PAYROLL TAX	243.66	1,875.98	3,277.00	42.75%
65800	Grant Payroll Allocation	(88.65)	(667.81)	0.00	0.00%
71210	CITY ENGINEER-ADMIN. TASKS	2,180.00	6,125.00	4,800.00	(27.60)%
71250	CITY ENGINEER - PROJECT FEES	0.00	0.00	4,000.00	100.00%
71510	ACCOUNTANT-ADMIN TASKS	0.00	510.00	3,000.00	83.00%
75180	UTILITIES	0.00	495.84	0.00	0.00%
75300	CONTRACTED SERVICES	2,750.00	2,861.00	3,000.00	4.63%
75370	UNIFORMS/PERSONAL EQUIP.	0.00	90.66	0.00	0.00%
78100	STREET MAINT/REPAIR/SANITATION	0.00	2,214.50	5,000.00	55.71%
78120	STREET LIGHTING	400.80	2,632.16	5,000.00	47.36%
78130	TRAIL MAINTENANCE	251.60	684.78	1,000.00	31.52%
78140	VEHICLE FUEL & OIL	358.28	2,694.10	4,000.00	32.65%
78150	VEHICLE REPAIRS	512.42	1,480.56	2,500.00	40.78%
78180	OTHER REPAIR & MAINTENENCE	0.00	1.72	0.00	0.00%
78190	MATERIALS, SUPPLIES & EQUIPMEN	612.70	3,845.91	7,795.00	50.66%
78200	EQUIPMENT REPAIRS & MAINTENANC	0.00	357.01	0.00	0.00%
90000	Capital Reserves	0.00	0.00	10,000.00	100.00%
	<b>Total Expense</b>	<b>12,316.27</b>	<b>61,477.17</b>	<b>118,676.00</b>	<b>48.20%</b>

**City of Trinidad**  
Statement of Revenues and Expenditures - Monthly Reports  
701 - Cemetery  
From 2/1/2013 Through 2/28/2013

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
<b>Revenue</b>					
53020	INTEREST INCOME	0.00	0.00	2,000.00	(100.00)%
58100	CEMETERY PLOT SALES	275.00	4,970.00	6,000.00	(17.17)%
	<b>Total Revenue</b>	<u>275.00</u>	<u>4,970.00</u>	<u>8,000.00</u>	<u>(37.88)%</u>
<b>Expense</b>					
61000	EMPLOYEE GROSS WAGE	426.32	3,250.27	5,762.00	43.59%
65100	DEFERRED RETIREMENT	51.14	389.98	691.00	43.56%
65200	MEDICAL INSURANCE AND EXPENSE	268.24	1,310.54	2,543.00	48.46%
65300	WORKMEN'S COMP INSURANCE	0.00	212.86	193.00	(10.29)%
65600	PAYROLL TAX	36.52	278.42	493.00	43.53%
65800	Grant Payroll Allocation	(12.14)	(97.98)	0.00	0.00%
78190	MATERIALS, SUPPLIES & EQUIPMEN	236.92	255.35	500.00	48.93%
	<b>Total Expense</b>	<u>1,007.00</u>	<u>5,599.44</u>	<u>10,182.00</u>	<u>45.01%</u>
	<b>Net Income</b>	<u>(732.00)</u>	<u>(629.44)</u>	<u>(2,182.00)</u>	<u>(71.15)%</u>

**City of Trinidad**  
Statement of Revenues and Expenditures - Monthly Reports  
601 - Water  
From 2/1/2013 Through 2/28/2013

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
<b>Revenue</b>					
53020	INTEREST INCOME	0.00	0.00	9,000.00	(100.00)%
53090	OTHER MISCELLANEOUS INCOME	1,798.00	2,401.30	1,000.00	140.13%
57100	WATER SALES	22,391.77	188,186.12	265,700.00	(29.17)%
57300	NEW WATER HOOK UPS	0.00	2,000.00	4,500.00	(55.56)%
57500	WATER A/R PENALTIES	1,204.45	1,672.98	8,000.00	(79.09)%
	<b>Total Revenue</b>	<u>25,394.22</u>	<u>194,260.40</u>	<u>288,200.00</u>	<u>(32.60)%</u>
<b>Expense</b>					
61000	EMPLOYEE GROSS WAGE	6,669.77	51,612.22	89,127.00	42.09%
61250	OVERTIME	0.00	0.00	2,000.00	100.00%
65100	DEFERRED RETIREMENT	772.54	5,963.45	10,332.00	42.28%
65200	MEDICAL INSURANCE AND EXPENSE	4,079.40	22,581.71	41,993.00	46.23%
65300	WORKMEN'S COMP INSURANCE	0.00	3,405.76	2,980.00	(14.29)%
65600	PAYROLL TAX	569.52	4,405.92	7,609.00	42.10%
65800	Grant Payroll Allocation	(215.61)	(1,720.95)	0.00	0.00%
68090	CRIME BOND	0.00	175.00	0.00	0.00%
68200	INSURANCE - LIABILITY	0.00	5,061.70	5,341.00	5.23%
68300	PROPERTY & CASUALTY	0.00	1,995.00	2,405.00	17.05%
71110	ATTORNEY-ADMINISTRATIVE TASKS	0.00	0.00	500.00	100.00%
71210	CITY ENGINEER-ADMIN. TASKS	0.00	2,582.00	5,000.00	48.36%
71510	ACCOUNTANT-ADMIN TASKS	348.48	5,539.78	7,000.00	20.86%
71620	AUDITOR-FINANCIAL REPORTS	1,890.00	6,615.00	7,315.00	9.57%
72100	BAD DEBTS	0.00	373.19	200.00	(86.59)%
75180	UTILITIES	666.29	8,244.07	13,500.00	38.93%
75190	DUES & MEMBERSHIP	250.00	375.26	900.00	58.30%
75220	OFFICE SUPPLIES & EXPENSE	18.82	1,784.00	2,200.00	18.91%
75230	INTEREST EXPENSE	0.00	435.54	1,284.00	66.08%
75240	BANK CHARGES	0.00	40.00	100.00	60.00%
75280	TRAINING / EDUCATION	0.00	177.55	500.00	64.49%
75990	MISCELLANEOUS EXPENSE	0.00	0.00	250.00	100.00%
76110	TELEPHONE	79.95	752.35	900.00	16.41%
76130	CABLE & INTERNET SERVICE	49.00	343.00	620.00	44.68%
76160	LICENSES & FEES	0.00	2,358.61	2,475.00	4.70%
78100	STREET MAINT/REPAIR/SANITATION	0.00	22.45	0.00	0.00%
78140	VEHICLE FUEL & OIL	113.65	1,411.38	2,500.00	43.54%
78150	VEHICLE REPAIRS	0.00	990.82	2,000.00	50.46%
78160	BUILDING REPAIRS & MAINTENANCE	0.00	85.88	2,000.00	95.71%
78170	SECURITY SYSTEM	69.00	207.00	350.00	40.86%
78190	MATERIALS, SUPPLIES & EQUIPMEN	122.19	2,946.99	6,505.00	54.70%
78200	EQUIPMENT REPAIRS & MAINTENANC	0.00	694.61	1,000.00	30.54%
79100	WATER LAB FEES	390.00	1,640.00	4,500.00	63.56%
79120	WATER PLANT CHEMICALS	0.00	3,571.19	12,000.00	70.24%
79130	WATER LINE HOOK-UPS	0.00	0.00	4,000.00	100.00%
79150	WATER LINE REPAIR	0.00	1,086.00	30,000.00	96.38%
79160	WATER PLANT REPAIR	0.00	67.98	10,000.00	99.32%
90000	Capital Reserves	0.00	0.00	15,000.00	100.00%
	<b>Total Expense</b>	<u>15,873.00</u>	<u>135,824.46</u>	<u>294,386.00</u>	<u>53.86%</u>
	<b>Net Income</b>	<u>9,521.22</u>	<u>58,435.94</u>	<u>(6,186.00)</u>	<u>(1,044.65)%</u>

**City of Trinidad**  
Statement of Revenues and Expenditures - Monthly Reports  
204 - IWM  
From 2/1/2013 Through 2/28/2013

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
<b>Revenue</b>					
46000	GRANT INCOME	0.00	0.00	5,000.00	(100.00)%
47600	BLUE BAG SALES	412.50	2,727.00	3,600.00	(24.25)%
47650	RECYCLING REVENUE	3,731.06	20,390.26	33,060.00	(38.32)%
	<b>Total Revenue</b>	<u>4,143.56</u>	<u>23,117.26</u>	<u>41,660.00</u>	<u>(44.51)%</u>
<b>Expense</b>					
61000	EMPLOYEE GROSS WAGE	426.32	3,250.35	5,762.00	43.59%
65100	DEFERRED RETIREMENT	51.14	389.88	691.00	43.58%
65200	MEDICAL INSURANCE AND EXPENSE	268.27	1,310.61	2,543.00	48.46%
65300	WORKMEN'S COMP INSURANCE	0.00	212.86	193.00	(10.29)%
65600	PAYROLL TAX	36.52	278.47	493.00	43.52%
65800	Grant Payroll Allocation	(12.14)	(97.98)	0.00	0.00%
75120	WASTE RECYCLING PICKUP/DISPOSA	357.43	5,957.43	18,000.00	66.90%
75130	GARBAGE	0.00	1,566.70	0.00	0.00%
75140	BLUE BAG PURCHASES	825.00	2,475.00	3,600.00	31.25%
78100	STREET MAINT/REPAIR/SANITATION	630.03	2,768.63	6,500.00	57.41%
78120	STREET LIGHTING	0.00	76.30	0.00	0.00%
78190	MATERIALS, SUPPLIES & EQUIPMEN	0.00	1,436.40	1,000.00	(43.64)%
78210	Advertising Outreach & Project	0.00	0.00	100.00	100.00%
	<b>Total Expense</b>	<u>2,582.57</u>	<u>19,624.65</u>	<u>38,882.00</u>	<u>49.53%</u>
	<b>Net Income</b>	<u>1,560.99</u>	<u>3,492.61</u>	<u>2,778.00</u>	<u>25.72%</u>



## CONSENT AGENDA ITEM 2

**SUPPORTING DOCUMENTATION FOLLOWS WITH: 5 PAGES**

---

2. Staff Activities Report for March 2013.



## STAFF ACTIVITIES REPORT

Through March 2013

---

### City Administration:

**1. On-Site Waste Water Treatment (OWTS) Ordinance.** The first mailing to property owners reminding them of the OWTS program and advising that inspections will be required within the next few months was sent out the week of February 18. The City Clerk and Planner received about 12 – 15 phone calls regarding the first letter. The first round of mailers (approximately 50 properties) advising of the need for an inspection and application for an operating permit will be sent out shortly.

**2. Library.** The building construction is nearing completion and a request for an Occupancy Permit is expected to be received in the next few weeks. The lease with the Coastal Land Trust for the property is a separate agenda item for this meeting. Development of the MOU with the County to provide for library services (staffing and collection) is currently underway.

**3. Disability Access Survey.** In March of 2012 the Council authorized the submittal of a Grant Program Application for a disability access survey to be funded by the Public Agency Risk Sharing Authority of California (PARSAC). The grant was approved, and the survey is underway and nearing completion. This will provide for planning and prioritizing accessibility improvement projects as funding becomes available.

**4. League of California Cities Strong Cities Profile.** The submission of the City's profile was completed and launched on the League website, highlighting a number of Trinidad success stories. Presentation of this profile is a separate agenda item for this meeting.

**5. ASBS Compliance Monitoring.** The City received a response to its request for an extension of the City's Area of Special Biological Significance (ASBS) monitoring, and the State Water Board approved extending the sampling requirement into the second year, 2013-14. While this saves the need to identify funds to cover expenditures not anticipated in the current budget year, it will be necessary to set aside about \$32,000 in General Funds for the next budget year.

## PLANNING ISSUES

**1. General Plan.** A meeting of the Tsurai Management Team was held to kick off consultation with the various Tribal interests to begin work on the proposed Cultural and Historic Resources Element. This meeting focused more on the Management Plan Implementation than general plan issues, but it was still beneficial in that the groups renewed their commitment to implementation of the Plan. A formal consultation process for all Tribal interests has since been initiated by the Planner by sending a form to the State Native American Heritage Commission requesting a list of official contacts for those Tribes that must be consulted. This is expected to be a lengthy process as the proposed Element would need to be submitted through the various Tribal Councils.

**2. Accessory Dwelling Unit (ADU)/Vacation Dwelling Unit (VDU) LCP Amendment.** The City recently received another lengthy comment letter from the Coastal Commission staff on our proposed LCP amendment, asking for more detailed information, to which the Planner will respond. Hopefully this will be the final correspondence before a hearing is scheduled. The Planner has initiated a request to the Coastal Commission staff requesting they process the VDU portion of the amendment while she continues working on a response to the ADU issues.

**3. Civic Club Lighthouse Project.** This project was conditionally approved by the Trinidad Planning Commission on August 15, 2012 and was subsequently appealed to the City Council. The Council met on September 26 and denied the appeal. A timely appeal of this decision was submitted to the California Coastal Commission. Coastal Commission staff has been attempting to set up a meeting with concerned parties (Civic Club, Tsurai Ancestral Society and City) to attempt to arrive at a resolution for this project, but a date for such a meeting has yet to be confirmed.

**4. Tsunami Signs.** A public informational meeting was held to solicit input regarding the placement of these signs. The next step is preparing a recommendation for Planning Commission consideration, and that process is currently underway.

**5. CDP Appeal Process:** The Planner is working on preparing this application package for submittal to the Coastal Commission. This would allow the City to set fees by Resolution and clean up some of the language and possible confusion relating to the filing of an appeal.

## Status of Grant Funded Programs

### **1. Project Name: Turbidity Monitoring (SCADA upgrade)**

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

Status: GHD is acting as the project manager. All equipment has been installed, and the final programming of the electronic components was completed in March. Staff is in the process of completing and submitting the final documents to close out this grant.

## **2. Project Name: Water Plant Improvement Project**

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

Status: The design of the water plant improvements has been completed and final plans have been submitted. Staff is in the process of completing and submitting the final documents to close out this grant. The City's application for 100% grant funding by the California Department of Public Health Proposition 50 program for construction of the designed project has been approved and is pending closure of the planning grant.

## **3. Project Name: Luffenholtz Creek Sediment Reduction**

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

Status: The Luffenholtz Creek Sediment Reduction Project plans and CEQA documentation were submitted on schedule to secure the final funding agreement with CDPH. Upon receipt of the executed funding agreement, the project will go out to bid for construction to take place in summer 2013.

## **4. Project Name: Trinidad Pier Reconstruction (ASBS Project)**

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

Status: The Trinidad Pier reconstruction is complete and the pier is open to the public. The post construction water quality monitoring has been completed. The remaining tasks for this grant are to complete the post-construction water quality monitoring analysis and report, and to provide water pollution prevention education to the visitors, businesses and residents enjoying the pier and harbor.

## **5. Project Name: Storm Water Management Improvement**

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

Status: The Geotechnical Evaluation has been completed and work on the hydrology and groundwater models of the City is being completed. Planning for design of the stormwater system improvements is well underway. A public meeting will be held later this month to seek input on the draft plans for the stormwater system improvements.

## **6. Project Name: Trinidad to Humboldt Bay Coastal Watershed Program**

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

Status: Watershed Coordinator activities include working with the North Coast Stormwater Coalition to reduce stormwater pollution in area streams, rivers, Humboldt and Trinidad Bay and the ocean through public education and implementing pollution prevention and pollution control measures; working with the city planner, State Water Board and Regional board regarding the new Stormwater Discharge (MS4) Permit; working with regional partners to coordinate invasive species eradication efforts; working with the Trinidad Bay Watershed Council and other partners to plan meetings and upcoming projects such as a *State of the Trinidad Bay Report*.

## **7. Project Name: Azalea & Pacific**

Source of Funding: State Transportation Improvement (\$423,000)

State Transportation Improvement Funds were allocated by the California Transportation Commission at their meeting of October 24, 2012, and staff was authorized by the Council at the January 2013 meeting to advertise the project for public bid. The city received six bids, and project award is a separate agenda item for this meeting. The council will also be asked to consider a proposal to include an additional street light as has been requested by some of the residents.

## **Public Works Department**

**Certification:** Two staff members have recently taken water distribution certification exams and are awaiting results (Paul Rosenblatt for certification level one, Ryan Desmet for certification level two).

Recent activities include:

- Improved approximately 450 feet of Scenic Drive shoulder
- Spring cleaning and maintenance of town hall, cemetery and water plant
- Installed redundant critical chemical feed capability to treatment plan
- Requested proposals for replacement of four fire hydrants as per current year budget
- Begin first stage of water audit to determine true water loss by making previously unreadable meters readable, replacing defective meters and accounting for previously unread and unbilled services (such as City Hall).
- Distribution system maintenance (valve exercising, hydrant maintenance)
- Pot hole repair on various streets and allies
- Responded to California Department of Public Health inspection report

## PRIORITIES FOR NEXT FEW MONTHS:

- Budget preparation for FY 2013-14, including current year mid year financial review (This needs to be top priority with most other non-critical work taking a back seat for a while).
- Work with County of Humboldt on Memorandum of Understanding for library services.
- Update the City personnel rules & regulations to clear up inconsistencies and incorporate council-approved changes.
- Oversee completion of disability access survey
- Oversee two grant close outs and final fund reconciliations
- Azalea & Pacific project under construction
- Continued involvement in multiple legal claims.
- Continued implementation of OWTS program



## CONSENT AGENDA ITEM 3

**SUPPORTING DOCUMENTATION FOLLOWS WITH: 1 PAGES**

---

3. Supplemental Budget to Cover Legal Expenses Related to Litigation filed by Tsurai Ancestral Society.

## **CONSENT AGENDA ITEM**

Date: April 10, 2013

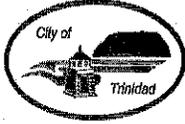
---

**Item:** Supplemental Budget to Cover Legal Expenses Related to Litigation filed by Tsurai Ancestral Society

**Background:** The adopted budget set aside \$5,000 to cover current year expenses for litigation; however, costs for this year related to the suit filed by the Tsurai Ancestral Society against the City over the Pennisi vegetation removal have already exceeded \$8,000. The additional expenditures are related to the cost of multiple depositions as well as deposition transcription services in addition to legal representation.

**Proposed Action:**

Approve a supplemental budget in the amount of \$7,000 to cover additional litigation expenses through the end of the fiscal year.



## **CONSENT AGENDA ITEM 4**

**SUPPORTING DOCUMENTATION FOLLOWS WITH: 26 PAGES**

---

4. Lease between the City and Trinidad Coastal Land Trust for Library Site.

## **CONSENT AGENDA ITEM**

Date: April 10, 2013

---

**Item:** Lease between City and Trinidad Coastal Land Trust for Library Site

**Background:** The attached lease between the City and the Trinidad Coastal Land Trust is the result of negotiations between the two entities over a three year period. The document provides for the City to be responsible for the library and surrounding premises for a ninety-nine (99) year term and payment of \$500 per year to the Land Trust (adjusted every five years by the Consumer Price Index, with a cap of 4% per adjustment.)

This document has been reviewed by the City Attorney and the City's insurance authority.

The next step in the process leading to opening the new library is execution of a Memorandum of Understanding with the County of Humboldt to staff and equip the new facility. That process is currently underway.

**Proposed Action:**

Authorize the City Manager to execute the Lease between the City and Trinidad Coastal Land Trust

**Attachment:** Proposed Lease

RECORDING REQUESTED BY: )  
 Thomas Becker )  
 )  
 )  
 )  
 WHEN RECORDED RETURN TO: )  
 LAW OFFICES OF THOMAS BECKER )  
 721 Seventh Street, Suite A )  
 Eureka, California 95501 )

**LEASE**

**THIS LEASE** is made as of the \_\_\_\_ day of \_\_\_\_\_, 2013, by and between TRINIDAD COASTAL LAND TRUST, a California public benefit non-profit corporation, (“Landlord”) and CITY OF TRINIDAD, a California municipal corporation (“Tenant”).

**RECITALS**

A. Landlord is the owner of record of all that certain real property situated in the City of Trinidad, Humboldt County, California, commonly known as Assessor’s Parcel Number 42-051-034 and more particularly described on Exhibit A, attached hereto (“Property”).

B. **“Premises”** is that real property and improvements thereon more particularly described on Exhibit B attached hereto. The Premises is also generally depicted as the “City Area” on the map attached as Exhibit C. Inconsistencies, if any, between the legal description Exhibit B and the map, Exhibit C, shall be controlled by Exhibit B.

C. **“Common Areas”**. Buildings, structures, and improvements are not Common Areas. Areas of the Property depicted on map Exhibit C as the City Area and the Museum Area, excepting buildings, structures and improvements, are herein referred to as Common Areas.

**AGREEMENT**

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Lease of Premises.** Landlord hereby leases, transfers and demises to Tenant, and Tenant hereby leases and takes from Landlord, the Premises for the terms and upon the agreements, covenants and conditions set forth in this Lease; excepting the Landlord's reservation of the right to construct an office and gallery structure of approximately 500 square feet, using as a common wall, the north wall of the Library building depicted on Exhibit C, and, excepting the Landlord's reservation of access by Landlord's agents and invitees to the existing bathroom facilities of the Library.

2. **Term.** The term of this Lease shall be ninety-nine (99) years (the "Term") commencing on the Commencement Date, and unless sooner terminated or extended as herein provided. The term of this Lease shall terminate on the date ninety-nine (99) years after the Commencement Date. As used herein, the "Commencement Date" shall mean the date the Landlord completes the construction of a library building depicted on Exhibit C. Any of the following shall be deemed equivalent to a completion of said construction:

- (a) The occupation or use of said library building by the Tenant;
- (b) The acceptance of completion of construction of said library building by a licensed building inspector including a Notice of Completion and Occupancy Permit.

3. **Initial Annual Rent.**

- (a) Tenant shall pay to Landlord as rental for the use and occupancy of the Premises, at the times and in the manner hereinafter provided, the following sums of money: Five Hundred Dollars (\$500.00) per year, the first payment of said rent being due in advance on the Commencement Date and then due in advance on each subsequent anniversary of the Commencement Date thereafter.
- (b) **Adjustment.** At the end of five years from the Commencement Date and at the end of each consecutive five year period thereafter throughout the Term ("Adjustment Dates"), the Annual Rent shall be adjusted to an amount equal to the product obtained by multiplying the Initial Annual Rent by a fraction, the numerator of which is the Index, as defined below, published nearest but prior to the Adjustment Date and the denominator of which is the Index published nearest but prior to the Commencement Date. No adjustment shall reduce the Annual Rent or the Annual Rent as adjusted at the previous Adjustment Date. Upon each adjustment, Landlord shall consider waiving adjustment of the Annual Rent. However, Landlord shall waive that adjustment of the Annual Rent in its sole and absolute discretion.

- (c) **Index.** The term "Index" as used in this Lease shall mean the Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average, All Items, 1984 equals 100, published by the Bureau of Labor Statistics of the United States Department of Labor. If the Bureau of Labor Statistics revises the Index, the parties agree that the Bureau of Labor Statistics will be the sole judge of the comparability of successive indexes. Provided, however, no such increase shall exceed 4% for any Adjustment Date.

4. **Taxes and Assessments.** Tenant covenants and agrees to pay and discharge, during the entire Term, before delinquency, all taxes, assessments, water charges, sewer charges, utility rates and fees, levies or other charges, general, special, ordinary, extraordinary and otherwise, of every kind and character which are or may during the Term be levied, charged, assessed or imposed upon or against the Premises or any buildings or improvements which are now or hereafter located thereon, or against any of Tenant's personal property now or hereafter located thereon, or which may be levied, charged, assessed or imposed upon or against the leasehold estate created hereby. At the commencement and at the end of the Term, such taxes, assessments and other charges to be paid by Tenant shall be prorated on the basis of the fiscal year of the taxing authority in question so that, at the commencement and at the end of the Term, as to any such taxes, assessments and other charges levied or assessed for a fiscal year preceding the commencement or extending beyond the end of the Term, Tenant will pay only such proportion of such taxes, assessments and other charges as the portion of such fiscal year following the commencement, and preceding the end of the Term bears to the entire fiscal year.

5. **Quiet Enjoyment.** Landlord covenants that upon payment by Tenant of the rent herein reserved and upon performance and observance by Tenant of all of the agreements, covenants and conditions herein contained on the part of Tenant to be performed and observed, Tenant shall peaceably hold and quietly enjoy the Premises during the entire Term without hindrance, molestation or interruption by Landlord or by anyone lawfully or equitably claiming by, through or under Landlord, subject to Grant of Easement between the Landlord, formerly known as Humboldt North Coast Land Trust, and the City of Trinidad, recorded October 14, 2004, attached hereto as Instrument No. 2004-34716-5 Humboldt County Official Records and as amended by Amended Grant of Easement recorded June 18, 2009, as Instrument No. 2009-13554-6, Humboldt County Official Records.

6. **Use.** Except for the reservation of office space by Landlord in Paragraph 1

of the Lease and except for the Common Area provisions of Paragraph 13 of this Lease, the Tenant shall have exclusive rights to use and occupy the Premises. Tenant shall have the right to use the Premises for any lawful purpose; provided, however, in no event shall the Premises be used for any purpose or use (nor shall any activity be carried on upon the Premises) which in any manner causes, creates or results in a public or private nuisance.

**7. Building and Improvements.**

- (a) Ownership of all buildings, structures and improvements that now, or may from time to time constitute a part of the Premises, all carpets, draperies, partitions, machinery, equipment and fixtures that are now, or may from time to time be, used, or intended to be used in connection with the Premises shall be and remain in Tenant until the termination of this Lease. Upon the termination of this Lease, title to all such property, buildings, structures and improvements and all such carpets, draperies, partitions, and machinery, shall pass to and vest in Landlord without cost or charge to it.
- (b) Tenant, on termination of this Lease, shall execute and deliver any and all deeds, bills of sale, assignments, and other documents which in Landlord's sole judgment may be necessary or appropriate to transfer, to evidence or to vest in Landlord clear title to any of the property described in the foregoing subsection (a) located on the Premises at the time of such termination.

**8. Permits, Licenses, Etc.** Landlord will from time to time during the Term execute and deliver all applications for permits, licenses or other authorizations relating to the Premises required by any municipal, county, state, or Federal authorities, or required in connection with the construction, reconstruction, repair or alteration of any buildings or improvements now or hereafter constituting a part of the Premises. Landlord will from time to time during the Term execute, acknowledge and deliver any and all instruments required to grant rights-of-way and easements in favor of municipal and other governmental authorities or public utility companies incident to the installation of water lines, fire hydrants, sewers, electricity, telephone, gas, steam, and other facilities and utilities reasonably required for the use and occupancy of the Premises. Tenant shall reimburse Landlord for any sum paid by Landlord in respect of the matters specified in this Section 8.

**9. Repairs, Governmental Regulations and Waste.**

- (a) Tenant shall, during the Term, at its own cost and expense and without any cost or expense to Landlord:

(1) Except as provided in 9 (a) (2) below, keep and maintain all buildings and improvements now or hereafter located on the Premises (subject to Tenant's right to demolish) and all appurtenances thereto in good and neat order and repair and shall allow no nuisances to exist or be maintained therein. Tenant shall likewise keep and maintain the grounds, sidewalks, roads and parking and landscaped areas of the Premises in good and neat order and repair. Landlord shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatsoever to the Premises or any buildings or improvements now or hereafter located thereon, and Tenant hereby expressly waives all right to make repairs at Landlord's expense under sections 1941 and 1942 of the California Civil Code, or any amendments thereof, or any subsequent statutes of the same purpose or intent;

(2) Tenant shall not be obligated to repair or maintain any sewer pipeline within the non-exclusive easement encumbering the Premises and described as Parcel B reserved in that certain Grant Deed to Glen W. Saunders recorded August 6, 1971 in Book 1098, Official Records, page 246, Humboldt County Records.

- (b) Tenant agrees that it will not commit or permit waste upon the Premises other than to the extent necessary for the removal of any buildings or improvements upon the Premises or for the purpose of constructing and erecting thereon other buildings and improvements.

10. **Improvements, Changes, Alterations, Demolition and Replacement.** Tenant shall have the right at any time and from time to time during the Term to make such improvements to the Premises and such changes and alterations, structural or otherwise, to any buildings, improvements, fixtures and equipment now or hereafter located on the Premises, including demolition of any or all buildings and improvements now or hereafter located on the Premises and replacement thereof. Provided, however, no alteration, demolition, improvement or replacement of any improvement shall occur on the Premises without the Landlord's written consent as to design and color. The Landlord's consent shall take into consideration whether said improvements are incompatible with the Trinidad community and the charter of the Landlord in effect at this time. Landlord's said consent shall not be unreasonably withheld.

11. **Damage or Destruction.** No loss or damage by fire or other cause required to be insured against hereunder resulting in either partial or total destruction of any building, structure, or other improvement on the Premises, shall operate to terminate this Lease, or to relieve or discharge Tenant from the payment of rents or amounts payable as rent as they become due and payable, or from the performance and observance of any of the agreements, covenants and conditions herein contained on the part of Tenant to be performed and observed. Tenant hereby waives the provisions of subsection 2 of section 1932 and subsection 4 of section 1933 of the California Civil Code, as amended from time to time, or any subsequent statutes of the same purpose or intent.

12. **Assignment and Subletting.** Tenant may not assign this Lease, or any interest therein, at any time, without the Landlord's prior written consent, which consent shall not be unreasonably withheld.

13. **Common Areas.** The Common Areas are non-exclusive for the purposes of access, walking and parking by the general public, including agents, employees, and invitees of the Tenant and agents, employees and invitees of the Trinidad Museum Society, a California public benefit non-profit corporation. Within the Premises, the Tenant may enforce regulations for the management of the Premises. The Landlord makes no representation as to the improvements, suitability, or use of the Common Areas or any portion thereof. Landlord shall not manage, operate, or maintain the Common Areas or any improvements or structures now existing or hereafter constructed within the Common Areas.

14. **Fire and Extended Coverage and Liability Insurance.**

- (a) Tenant shall, at its sole expense, obtain and keep in force during the Term, after substantial completion of any improvements upon the Premises, fire and extended coverage insurance naming Landlord and such other parties as Tenant may designate, as additional insureds thereunder, in the customary form for buildings and improvements of similar character, on all buildings and improvements located on the Premises, and on all machinery, furniture, fixtures and equipment located therein. The amount of such insurance at all times during the Term shall not be less than ninety percent of the actual replacement cost of such buildings and improvements, machinery, furniture, fixtures and equipment. Tenant's fire and extended coverage need not include coverage against the peril of earthquake. The Landlord shall have no duty or obligation to repair, reconstruct, or replace any land, land support, buildings, improvements, furniture, furnishings, fixtures, equipment, machinery, or thing on or about the Premises damaged as a result of any earthquake event.

- (b) (i) Tenant shall, at its sole expense, obtain and keep in force during the Term general liability insurance with limits of not less than One Million Five Hundred Thousand Dollars (\$1,500,000) for injury to or death of any number of persons in one occurrence, and not less than One Million Dollars (\$1,000,000) for damage to property, insuring against any and all liability of Landlord and Tenant including, without limitation, coverage for contractual liability, broad form property damage, personal injury, and non-owned automobile liability, with respect to the premises or arising out of the maintenance, use or occupancy thereof, and insurance on all boilers and other pressure vessels, whether fired or unfired, located in, on, or about the Premises, without exclusion for explosion, collapse and underground damage, in an amount not less than One Million Dollars (\$1,000,000). All of such insurance shall insure the performance by Tenant of the indemnity agreement as to liability for injury to or death of persons and damage to property. All of such insurance shall be non-contributing with any insurance which may be carried by Landlord and shall contain a provision that Landlord, although named as an insured, shall nevertheless be entitled to recover under the policy for any loss, injury or damage to Landlord, its agents and employees, or the property of such persons.
- (ii) Adjustment. At the end of five years from the Commencement Date and at the end of each consecutive five year period thereafter throughout the Term ("Adjustment Dates"), the Insurance Limits shall be adjusted to an amount equal to the product obtained by multiplying the Initial Insurance Limits by a fraction, the numerator of which is the Index, as defined herein, published nearest but prior to the Adjustment Date and the denominator of which is the Index published nearest but prior to the Commencement Date. Provided, however, no such increase shall exceed 4% for any Adjustment Date. No adjustment shall reduce the Insurance Limits or the Insurance Limits as adjusted at the previous Adjustment Date.
- (c) All amounts that shall be received under any insurance policy specified in subsection (a) above shall be first applied to the payment of the cost of repair, reconstruction or replacement of any buildings or improvements, or furniture, fixtures, equipment and machinery, that is damaged or destroyed. Any amount remaining from the proceeds of any such insurance funds, after the repairing, reconstructing and replacing of any buildings or improvements, or furniture, fixtures, equipment and machinery, as herein

required, shall be immediately paid to and be the sole property of Tenant; *provided* that, if any governmental law or regulation governing land use prohibits the restoration or reconstruction of the buildings or improvements damaged or destroyed to their pre-casualty state, any excess insurance proceeds over restoration or reconstruction costs that are the consequence of such prohibition shall be allocated pursuant to the priorities set forth in Section 17 (a) (1) and (2) below. If said insurance proceeds shall be insufficient in amount to cover the cost of repairing, reconstructing or replacing any buildings or improvements, or furniture, fixtures, equipment and machinery, as herein required, Tenant shall promptly pay any deficiency.

15. **Mechanics' and Other Liens.** Tenant shall promptly discharge or remove by bond or otherwise prior to foreclosure thereof any and all mechanics, materialmen, and other liens for work or labor done, services performed, materials, appliances, teams or power contributed, used or furnished to be used in or about the Premises for or in connection with any operations of Tenant, any alterations, improvements, repairs or additions which Tenant may make or permit or cause to be made, or any work or construction by, for or permitted by Tenant on or about the Premises, and to save and hold Landlord and all of the Premises and all buildings and improvements thereon free and harmless.

16. **Indemnity.**

- (a) Tenant shall have the right to contest the amount or validity of any lien of the nature hereof or the amount or validity of any tax, assessment, charge, or other item to be paid by Tenant by giving Landlord written notice of Tenant's intention to do so within twenty (20) days after the recording of such lien or at least ten days prior to the delinquency of such tax, assessment, charge, or other item, as the case may be. In any such case, Tenant shall not be in default hereunder, and Landlord shall not satisfy and discharge such lien nor pay such tax, assessment, charge or other item, as the case may be, until ten (10) days after the final determination of the amount or validity thereof, within which time Tenant shall satisfy and discharge such lien or pay such tax, assessment, charge, or other item to the extent held valid and all penalties, interest, and costs in connection therewith; provided, however, that the satisfaction and discharge of any such lien shall not, in any case, be delayed until sale is made or threatened to be made of the whole or any part of the Premises on account thereof, and any such delay shall be a default of Tenant hereunder. In the event of any such contest, Tenant shall protect and indemnify Landlord against all loss,

cost, expense, and damage resulting therefrom, and upon notice from Landlord so to do, shall furnish Landlord a corporate surety bond payable to Landlord, in one hundred and twenty percent (120%) of the amount of the lien, tax, assessment, charge, or item contested, as the case may be, conditioned upon the satisfaction and discharge of such lien or the payment of such tax, assessment, charge, or other item, and all penalties, interest and costs in connection therewith.

- (b) To the fullest extent allowed by law, Tenant covenants and agrees that Landlord shall not at any time or to any extent whatsoever be liable, responsible or in any wise accountable for any loss, injury, death, or damage to persons or property which, at any time may be suffered or sustained by Tenant or by any person who may at any time be using, occupying, or visiting the Premises or be in, on or about the Premises, from any cause whatsoever, except when such loss, injury, death, or damage shall be caused by or in anyway result from or arise out of the negligent or intentional acts or omissions of Landlord. Furthermore, Tenant shall forever indemnify, defend, hold, and save Landlord free and harmless of, from and against any and all claims, liability, loss or damage whatsoever on account of any loss, injury, death or damage occasioned by any cause other than Landlord's intentional or negligent acts or omissions. Tenant hereby waives all claims against Landlord for damages to the buildings and improvements now or hereafter located on the Property and to the property of Tenant in, upon or about the Premises, and for injuries to persons or property in, on or about the Premises, from any cause arising at any time, except for any such claims arising from negligent or intentional acts or omissions committed by Landlord. Tenant's indemnity obligation set forth in this section shall survive the termination or expiration of this Lease with respect to any claims or liabilities arising out of injury or damage to person or property which occurs during the Term.

17. **Eminent Domain.**

- (a) If the whole of the Premises should be taken by any public or quasi-public authority under the power or threat of eminent domain during the Term, or if a substantial portion of the Premises should be taken so as to materially impair the use of the Premises contemplated by Tenant, and thereby frustrate Tenant's purpose in entering into this Lease, then, in either of such events, this Lease shall terminate at the time of such taking. In such event, of the compensation and damages payable for or on account of the Property, exclusive of the buildings and improvements thereon, Tenant shall receive a

sum equal to the worth at the time of the compensation award of the amount by which the fair rental value of the Premises exceeds the rental payable pursuant to the terms of this Lease for the balance of the Term; the balance of such compensation and damages shall be payable to and be the sole property of Landlord. All compensation and damages payable for or on account of the buildings and improvements located on the Property and constituting a part of the Premises shall be divided among Landlord and Tenant as follows:

- (1) All compensation and damages payable for or on account of buildings and improvements having a remaining useful life less than the remaining Term as of the date of such taking shall be payable to and be the sole property of Tenant; and
  - (2) A proportionate share of all compensation and damages payable for or on account of buildings and improvements having a remaining useful life greater than the remaining Term as of the date of such taking, determined by the ratio that the then remaining Term bears to the then remaining useful life of such buildings and improvements, shall be payable to and be the sole property of Tenant and the remaining share thereof shall be payable to and be the sole property of Landlord.
- (b) If less than the whole of the Premises should be taken by any public or quasi-public authority under the power or threat of eminent domain during the Term and this Lease is not terminated as provided in subsection (a) above, Tenant shall promptly reconstruct and restore the Premises, with respect to the portion of the Premises not so taken, as an integral unit of the same quality and character as existed prior to such taking. The Minimum Rent payable by Tenant following such taking shall be equitably reduced by agreement of Landlord and Tenant in accordance with the reduced economic return to Tenant, if any, which will occur by reason of such taking. The compensation and damages payable for, or on account of, such taking shall be applied to the reconstruction and restoration of the Premises by Tenant pursuant to this subsection (b) by application, first, of any sums payable for or on account of the buildings and improvements situated on the Property, and second, of any sums payable for or on account of the Property exclusive of such buildings and improvements. The remainder, if any, after reconstruction and restoration shall be divided among Landlord and Tenant in the manner provided in subsection (a) above.

- (c) No taking of any leasehold interest in the Premises or any part thereof shall terminate or give Tenant the right to surrender this Lease, nor excuse Tenant from full performance of its covenants for the payment of rent and other charges or any other obligations hereunder capable of performance by Tenant after any such taking, but in such case all compensation and damages payable for or on account of such taking shall be payable to and be the sole property of Tenant.
- (d) Should Landlord and Tenant for any reason disagree (i) as to whether any portion of the Premises taken is so substantial as materially to impair the use of the Premises contemplated by Tenant, (ii) on the division of any compensation or damages paid for or on account of any taking of all or any portion of the Premises, or (iii) on the amount by which the rent payable by Tenant hereunder is to be equitably reduced in the event of a partial taking, then, and in any of such events, the matter shall be determined by arbitration in the manner provided in Section 30 hereof.

18. **Landlord's Right of Inspection.** Landlord may, at any reasonable time and from time to time during the Term, enter upon the Property for the purpose of inspecting the buildings or improvements now or hereafter located thereon and for such other purposes as may be necessary or proper for the reasonable protection of its interests.

19. **Tenant's Defaults and Landlord's Remedies.** It shall be an event of default hereunder (each an "Event of Default") if (i) default shall be made by Tenant in the punctual payment of any rent or other moneys due hereunder and shall continue for a period of sixty (60) days after written notice thereof to Tenant; (ii) default shall be made by Tenant in the performance or observance of any of the other agreements, covenants or conditions of this Lease on the part of Tenant to be performed and observed and such default shall continue for a period of thirty (30) days after written notice thereof to Tenant, or, in the case of a default which cannot be cured by the payment of money and cannot be cured within thirty (30) days, shall continue for an unreasonable period after such written notice; (iii) Tenant shall abandon the Premises; (iv) Tenant shall admit in writing its inability to pay its debts generally as they become due, file a petition in bankruptcy, insolvency, reorganization, readjustment of debt, dissolution or liquidation under any law or statute of the federal government or any state government or any subdivision of either now or hereafter in effect, make an assignment for the benefit of its creditors, consent to, or acquiesce in the appointment of a receiver of itself or of the whole or any substantial part of the Premises; (v) a court of competent jurisdiction shall enter an order, judgment or decree appointing a receiver of Tenant or of the whole or any substantial part of the Premises, and such order, judgment or decree shall not be vacated, set aside or stayed within sixty (60) days from the date of entry of such order, judgment or

decree, or a stay thereof be thereafter set aside; (vi) a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Tenant under any bankruptcy, insolvency, reorganization, readjustment of debt, dissolution or liquidation law or statute of the Federal government or any state government or any subdivision of either now or hereafter in effect, and such order judgment or decree shall not be vacated, set aside or stayed within sixty (60) days from the date of entry of such order, judgment or decree, or a stay thereof be thereafter set aside; or (vii) under the provisions of any other law for the relief or aid of debtors, a court of competent jurisdiction shall assume custody or control of Tenant or of the whole or any substantial part of the Premises, and such custody or control shall not be terminated within sixty (60) days from the date of assumption of such custody or control. Upon the occurrence of any Event of Default by Tenant hereunder, Landlord shall have all rights and remedies provided by law.

20. **Non-Waiver.** If any action or proceeding is instituted or if any other steps are taken by Landlord or Tenant, and a compromise part payment or settlement thereof shall be made, either before or after judgment, the same shall not constitute or operate as a waiver by Landlord or Tenant of any agreement, covenant or condition of this Lease or of any subsequent breach thereof. No waiver of any default under this Lease shall constitute or operate as a waiver of any subsequent default hereunder, and no delay, failure or omission in exercising or enforcing any right, privilege, or option under this Lease shall constitute a waiver, abandonment or relinquishment thereof or prohibit or prevent any election under or enforcement or exercise of any right, privilege, or option hereunder. No waiver of any provision hereof by Landlord or Tenant shall be deemed to have been made unless and until such waiver shall have been reduced to writing and signed by Landlord or Tenant, as the case may be. The receipt by Landlord of rent with knowledge of any default under this Lease shall not constitute or operate as a waiver of such default. Payment by Tenant or receipt by Landlord of a lesser amount than the stipulated rent or other sums due Landlord shall operate only as a payment on account of such rent or other sums. No endorsement or statement on any check or other remittance or in any communication accompanying or relating to such payment shall operate as a compromise or accord and satisfaction unless the same is approved in writing by Landlord, and Landlord may accept such check, remittance or payment without prejudice to its right to recover the balance of any rent or other sums due by Tenant and pursue any remedy provided under this Lease or by law.

21. **No Merger.** There shall be no merger of the leasehold estate created by this Lease with any other estate in the Premises, including the fee estate, by reason of the fact that the same person may own or hold the leasehold estate created by this Lease, or an interest in such leasehold estate, and such other estate in the Premises, including the fee estate, or any interest in such other estate; and no merger shall occur unless and until Landlord and Tenant shall join in a written instrument effecting such merger and shall

duly record the same.

22. **No Partnership.** It is expressly understood and agreed that Landlord does not, in any way or for any purpose by executing this Lease, become a partner of Tenant in the conduct of Tenant's business, or otherwise, or a joint venturer or a member of a joint enterprise with Tenant.

23. **Covenants Run With the Land.**

- (a) The agreements, covenants and conditions in this Lease contained are and shall be deemed to be covenants running with the land and the reversion and shall be binding upon and shall inure to the benefit of Landlord and Tenant and their respective successors and assigns and all subsequent Landlords and Tenants respectively hereunder.
- (b) All references in this Lease to "Tenant" or "Landlord" shall be deemed to refer to and include successors and assigns of Tenant or Landlord, respectively, without specific mention of such successors or assigns.

24. **Notices.** Except as otherwise provided hereunder, any notice or communication to Landlord or Tenant shall be in writing and be mailed by certified mail, postage prepaid. Notices or communications shall be addressed to Landlord at P. O. Box 457, Trinidad, CA 95570-0457, or such other address or addresses as Landlord shall from time to time designate, or to such agent of Landlord as it may from time to time designate, by notice in writing to Tenant. Notices or communications shall be addressed to Tenant at P. O. Box 390, Trinidad, CA 95570, or such other address or addresses as Tenant shall from time to time designate, or to such agent of Tenant as it may from time to time designate, by notice in writing to Landlord.

25. **Limitation of Landlord's Liability.** In the event of any transfer of Landlord's interest in this Lease, the Landlord herein named (and in case of any subsequent transfer, the then transferor) shall be automatically freed and relieved from and after the date of such transfer of all personal liability for the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed; provided, however, that any funds in the hands of Landlord or the then transferor at the time of such transfer, in which Tenant has an interest shall be turned over to the transferee and any amount then due and payable to Tenant by Landlord or the then transferor under any provision of this Lease shall be paid to Tenant; and provided, further, that upon any such transfer, the transferee shall expressly assume all of the agreements, covenants and conditions in this Lease to be performed on the part of Landlord, it being intended hereby that the covenants and obligations contained in this Lease on the part of

Landlord shall, subject as aforesaid, be binding on each Landlord, its successors and assigns, only during its period of ownership.

26. **Estoppel Certificate.** Tenant or Landlord, as the case may be, will execute, acknowledge and deliver to the other, promptly upon request, its certificate certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the modifications), (b) the dates, if any, to which the Minimum Rent, Percentage Rent, and other monetary obligations have been paid, (c) whether there are then existing any charges, offsets or defenses against the enforcement by Landlord or Tenant of any agreement, covenant or condition hereof on the part of Landlord or Tenant to be performed or observed (and, if so, specifying the same), and (d) whether there are then existing any defaults by Landlord or Tenant in the performance or observance by Landlord or Tenant of any agreement, covenant or condition hereof on the part of Landlord or Tenant to be performed or observed and whether any notice has been given to Landlord or Tenant of any default which has not been cured (and, if so, specifying the same). Any such certificate may be relied upon by a prospective purchaser, mortgagee or trustee under a deed of trust of the Premises or any part thereof.

27. **Holding Over.** This Lease shall terminate without further notice upon the expiration of the Term, and any holding over by Tenant after the expiration of the Term shall not constitute a renewal hereof or give Tenant any rights hereunder or in or to the Premises, except as otherwise herein provided, it being understood and agreed that this Lease cannot be renewed, extended or in any manner modified except in writing signed by Landlord and Tenant.

28. **Severability.** In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Lease, but this Lease shall be construed as if such invalid, illegal, or unenforceable provisions had not been contained herein.

29. **Time of Essence.** Time is of the essence of each and all of the agreements, covenants, and conditions of this Lease.

30. **Consents.** Whenever in this Lease the consent or approval of either Landlord or Tenant is required or permitted, the party requested to give such consent or approval will act promptly and will not unreasonably withhold its consent or approval.

31. **Attorney's Fees.** In the event of any action or proceeding at law or in equity between Landlord and Tenant to enforce any provision of this Lease or to protect

or establish any right or remedy of either party hereunder, the unsuccessful party to such litigation shall pay to the prevailing party all costs and expenses, including reasonable attorney fees, incurred therein by such prevailing party, and if such prevailing party shall recover judgment in any such action or proceeding, such costs, expenses and attorney fees shall be included in and as a part of such judgment.

32. **Integration.** This instrument constitutes the entire agreement between Landlord and Tenant with respect to the subject matter hereof and supersedes all prior offers and negotiations, oral or written. This Lease may not be amended or modified in any respect whatsoever except by an instrument in writing signed by Landlord and Tenant.

33. **Amendments.** This Lease may be modified only in writing and only if signed by the parties at the time of the modification.

34. **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**LANDLORD:**

TRINIDAD COASTAL LAND TRUST,  
A California public benefit non-profit corporation

By: \_\_\_\_\_  
[Title]

**TENANT:**

CITY OF TRINIDAD, a California municipal corporation

By: \_\_\_\_\_  
[Title]

Certificates of Acknowledgment

State of California )  
 )  
County of Humboldt )

On \_\_\_\_\_, 2013, before me, \_\_\_\_\_, notary public,  
personally appeared \_\_\_\_\_, who proved to me on the basis of  
satisfactory evidence to be the person whose name is subscribed to the within instrument  
and acknowledged to me that he/she executed the same in his/her authorized capacity, and  
that by his/her signature on the instrument the person, or the entity upon behalf of which  
the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

\_\_\_\_\_  
Signature

State of California )  
 )  
County of Humboldt )

On \_\_\_\_\_, 2013, before me, \_\_\_\_\_, notary public,  
personally appeared \_\_\_\_\_, who proved to me on the basis of  
satisfactory evidence to be the person whose name is subscribed to the within instrument  
and acknowledged to me that he/she executed the same in his/her authorized capacity, and  
that by his/her signature on the instrument the person, or the entity upon behalf of which  
the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

\_\_\_\_\_  
Signature

2004-23005-6

Recorded — Official Records  
Humboldt County, California  
Carolyn Crnich, Recorder

Recorded by HUMBOLDT NORTH COAST LAND

Rec Fee 22.00

Clerk: CC Total: 22.00

Jul 8, 2004 at 16:43

CONFORMED COPY

RECORDING REQUESTED BY: )  
HUMBOLDT NORTH COAST LAND TRUST )  
WHEN RECORDED RETURN TO: )  
HUMBOLDT NORTH COAST LAND TRUST )  
P. O. Box 61 )  
Trinidad, CA 95570 )

Space Above ft.

APN 42-051-033

**GIFT  
GRANT DEED**

As a gift, Grantor, GLENN W. SAUNDERS and JANIS J. SAUNDERS, as Trustees of the SAUNDERS FAMILY TRUST dated March 28, 1985, grant to Grantee, HUMBOLDT NORTH COAST LAND TRUST, a California public benefit non-profit corporation, that real property situate in the City of Trinidad, County of Humboldt, State of California, more particularly described as follows:

**TRACT I:**

Parcel 1 as shown on Parcel Map No. 2675 for Glenn Saunders, filed in Book 24 of Parcel Maps, Page 48 and 49, Humboldt County Records.

**EXCEPTING THEREFROM** the following described parcels conveyed to Charles O. Snell and Barbara J. Snell by deed recorded March 18, 2003 as Instrument No. 2003-9485-3, Humboldt County Records:

**PARCEL ONE**

That portion of Parcel 1 of Parcel Map No. 2675 for Glenn Saunders filed in Book 24 of Parcel Maps, Page 48 and 49, Humboldt County Records, described as follows:

BEGINNING at the Northeast corner of the land described in the deed to Everett Griffin and wife, recorded March 25, 1960, in Book 580 Official Records, Page 21, Humboldt County Records; thence N 77° 57' 09"E, 15.05 feet; thence S 16° 43' 15" E, 52.12 feet to the South line of said Parcel 1, being a point on a curve concave to the Northwest, having a radius of 150 feet, through which point a

radial line bears S 13° 08' 37" E; thence Westerly along said curve and the South line of said Parcel 1, through an angle of 0° 31' 07" for a distance of 1.36 feet; thence continuing along the South line of said Parcel 1, S 77° 22' 30" W, 13.68 feet to an angle point in the boundary of said Parcel 1; thence N 16° 43' 15" W, along said boundary, 52.28 feet to the point of beginning.

PARCEL TWO:

That portion of Parcel 1 of Parcel Map No. 2675 for Glenn Saunders filed in Book 24 of Parcel Maps, Page 48 and 49, Humboldt County Records, described as follows:

BEGINNING at the Northeast corner of the land described in the deed to Everett Griffin and wife, recorded March 25, 1960, in Book 580 Official Records, Page 21, Humboldt County Records; thence N 77° 57' 09" E, 15.05 feet; thence N 16° 37' 15" W, 50.16 feet to a point that bears N 77° 57' 09" E from the Northeast corner of that parcel of land described in Book 624 Official Records, Page 309, Humboldt County Records; thence S 77° 57' 09" W, 15.05 feet to said Northeast corner; thence S 16° 37' 15" E, along the West line of said Parcel 1, 50.16 feet to the point of beginning.

As a continuing covenant, condition and restriction to use of the above described property, Grantee, its grantees, successors and assigns, may not allow the growth of scotchbroom, cotoneaster, or pampas grass on said property. This covenant, condition and restriction may be enforced only by the owner of that certain property described in Parcel Two in the quitclaim deed to Glenn W. Saunders recorded February 27, 1970 in Book 1033, Page 209, Humboldt County Official Records.

**RESERVING FROM SAID "TRACT ONE" Parcel A easement, Parcel B easement, and Parcel C easement more particularly described as follows:**

**PARCEL A**

A non-exclusive easement for a septic system leach field, including the right to maintain and/or reconstruct the existing leach field on that real property described as follows:

BEGINNING on the Southerly line of Parcel 1 as shown on Parcel Map No. 2675 for Glenn Saunders, filed in Book 24 of Parcel Maps, Page 48 and 49, Humboldt County Records, at a point that bears S 77° 57' 09" W, 44.00 feet from the Easterly terminus of the course "S 77° 57' 09" W, 205.50 feet" as shown on said map, said point also being on the North line of that parcel of land described in

Book 624 Official Records, Page 309, Humboldt County Records; thence S 77° 57' 09" W, along said line, 163.98 feet to the Easterly line of a 50 foot wide easement for ingress and egress shown on said map; thence N 2° 57' W, along said Easterly line, 59.52 feet to an angle point therein; thence N 0° 22' 00" W, along said Easterly line, 200.43 feet to the beginning of a curve concave to the East, having a radius of 100 feet; thence Northerly along said curve, through an angle of 27° 21' 57", for a distance of 47.76 feet; thence S 63° 00' 03" E, 28.75 feet; thence S 19° 19' 47" W, 34.79 feet; thence S 00° 22' 00" E, 139.57 feet; thence S 20° 14' 00" E, 46.58 feet; thence S 69° 44' 55" E, 37.00 feet; thence N 89° 35' 30" E, 81.53 feet; thence S 12° 02' 50" E, 31.00 feet to the point of beginning.

Said Parcel A easement is perpetual and is appurtenant to that certain real property described in the Grant Deed to Glenn W. Saunders recorded August 6, 1971 in Book 1098 Official Records, Page 246, Humboldt County Records. No surface structure, improvement, or storage of personal property shall occur on said easement.

#### PARCEL B

A non-exclusive easement for a sewer pipeline, including the right to maintain and/or reconstruct the existing pipeline, 15 feet in width, the centerline being described as follows:

BEGINNING at a point that bears S 42° 01' 40" E, 25.09 feet from the Northerly terminus of the course "S 42° 01' 40" E, 200.00 feet" shown on said Parcel Map No. 2675; thence S 76° 25' 15" W, 79.40 feet; thence S 79° 21' 05" W, 77.81 feet; thence S 19° 13' 30" W, 40.00 feet to the North line of PARCEL A described above.

Said Parcel B easement is perpetual and is appurtenant to that certain real property described in the Grant Deed to Glenn W. Saunders recorded August 6, 1971 in Book 1098 Official Records, Page 246, Humboldt County Records. No surface structure, improvement, or storage of personal property shall occur on said easement.

#### PARCEL C

A 50 foot wide non-exclusive easement for ingress, egress, drainage, and public utilities purposes, described as Parcel Two in that quitclaim deed to Glenn W. Saunders recorded February 27, 1970 in Book 1033 Official Records, Page 209, Humboldt County Records and also identified as Parcel B on Parcel Map No. 2675, filed in Book 24 Parcel Maps, Pages 48 and 49, Humboldt County Records.

Said Parcel C easement is perpetual and is appurtenant to that certain property described as Parcel Two in the quitclaim deed to Glenn W. Saunders recorded February 27, 1970, in Book

1033, Official Records, page 209, Humboldt County Records. No structure or improvement shall occur on said easement, except for road surfacing, utility facilities, storm drainage facilities, and temporary storage.

## **GIFT GRANT OF EASEMENT**

As a gift, Grantor also grants to Grantee a perpetual easement, hereinafter called "Tract II". Said Tract II easement is appurtenant to Tract I described above. Tract II is located on real property situate in the City of Trinidad, County of Humboldt, California, more particularly described as follows:

### **TRACT II:**

A non-exclusive easement for ingress, egress, utilities and landscaping purposes over a portion of that parcel of land described in the grant deed to Glenn W. Saunders, recorded August 6, 1971 in Book 1098 Official Records, page 246, Humboldt County Records, described as follows:

BEGINNING at the Northwest corner of said parcel of land, being an angle point in the boundary of Parcel 1 of Parcel Map No. 2675, filed in Book 24 Parcel Maps, Pages 48 and 49, Humboldt County Records, at the northerly terminus of the course "S 42° 01' 40" E, 200.00 feet" as shown thereon; thence S 42° 01' 40" E, along said line, 86.76 feet; thence N 10° 02' 54" E, 111.71 feet to the northerly line of said parcel conveyed to Glenn W. Saunders and Janis L. Saunders; thence S 59° 35' 00" W, along said line, 89.96 feet to the point of beginning.

No surface structure, improvement, or storage of substantial materials shall occur on said easement.

**RESERVING THEREFROM** a non-exclusive easement for maintenance, repair, and replacement of an existing septic tank and sewer pipes. Said reserved easement is perpetual and is appurtenant to that real property described in grant deed to Glenn W. Saunders recorded August 6, 1971, in Book 1098, Official Records, page 246, Humboldt County Records.

**PROVIDED, HOWEVER,** this Grant of Easement is subordinate to the terms and conditions of an existing lease to Redwood Oil Company of Tract II.

These Grants are expressly made binding on and shall inure to the benefit of both Grantor and Grantee, their grantees, heirs, successors and assigns.

Dated: 8 JULY 2004

*Glenn W. Saunders*

GLENN W. SAUNDERS, Co-Trustee  
of the Saunders Family Trust Dated  
March 28, 1985

*Janis J. Saunders*

JANIS J. SAUNDERS, Co-Trustee  
of the Saunders Family Trust Dated  
March 28, 1985

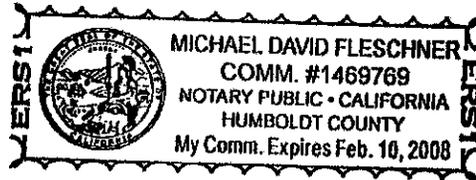
State of California )  
  )  
County of Humboldt )  
\_\_\_\_\_ )

SS:

On 8 JULY 2004, before me, MICHAEL D. FLESCHNER, Notary Public, personally appeared GLENN W. SAUNDERS, Co-Trustee of the Saunders Family Trust Dated March 28, 1985, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

*Michael D. Fleschner*  
\_\_\_\_\_  
Signature of Notary Public



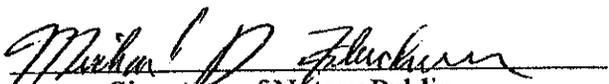
State of California )  
  )  
County of Humboldt )  
\_\_\_\_\_ )

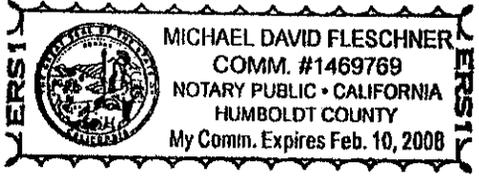
SS:

On 8 JULY 2004, before me, MICHAEL D. FLESCHNER, Notary Public, personally appeared JANIS J. SAUNDERS, Co-Trustee of the Saunders Family Trust dated March 28, 1985, personally known to me or proved to me on the basis of satisfactory

evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
Signature of Notary Public



**EXHIBIT B**  
**LEGAL DESCRIPTION**

**Leased Premises to the City of Trinidad**

All that real property in the Southeast Quarter of Section 23, Township 8 North, Range 1 West, Humboldt Meridian, within the limits of the City of Trinidad, State of California, described as follows:

BEGINNING on the West line of Patricks Point Drive, formerly Highway 101, at the Northeast corner of Parcel 1 of Parcel Map No. 2675 for Glenn Saunders, filed in Book 24 of Parcel Maps, Pages 48 and 49, Humboldt County Records;

thence along the North line of said Parcel 1, South 85 degrees 39 minutes 00 seconds West, 227.00 feet;

thence leaving said North line, South 28 degrees 47 minutes 24 seconds East, 163.20 feet;

thence North 66 degrees 18 minutes 36 seconds East, 15.45 feet;

thence South 32 degrees 32 minutes 37 seconds West, 34.80 feet;

thence South 57 degrees 27 minutes 23 seconds East, 27.58 feet;

thence South 32 degrees 32 minutes 37 seconds West, 9.34 feet;

thence North 57 degrees 27 minutes 23 seconds West, 4.95 feet;

thence South 32 degrees 32 minutes 37 seconds West, 16.55 feet;

thence South 57 degrees 27 minutes 23 seconds East, 14.10 feet;

thence South 32 degrees 32 minutes 37 seconds West, 30.99 feet;

thence South 15 degrees 27 minutes 06 seconds West, 20.90 feet, more or less, to the South line of a 15 foot wide easement for a sewer pipeline as described in Instrument No. 2004-23005-6, Humboldt County Records, Parcel B therein;

thence along said South line the following courses:

South 79 degrees 21 minutes 05 seconds West, 64.21 feet;

South 19 degrees 13 minutes 30 seconds West, 32.98 feet;

thence leaving said South line, North 89 degrees 35 minutes 30 seconds East, 73.57 feet;

thence South 12 degrees 02 minutes 50 seconds East, 31.00 feet, more or less, to the Southerly line of said Parcel 1;

thence along said Southerly line, North 77 degrees 57 minutes 09 seconds East, 59.05 feet, to the Northeast corner of Parcel Two described in Instrument No. 2003-9485-3, Humboldt County Records;

thence Southerly along the East line of Parcel Two and Parcel One as described therein, the following courses:

South 16 degrees 37 minutes 15 seconds East, 50.16 feet;

South 16 degrees 43 minutes 15 seconds East, 52.12 feet, more or less, to a point on the North line of Main Street, said point being on a non-tangent curve, concave to the North, having a radius of 150.00 feet, to which point a radial line bears South 13 degrees 08 minutes 37 seconds East;

thence leaving said East line, Easterly along said curve and along the North line of Main Street, through an angle of 17 degrees 24 minutes 23 seconds, 45.57 feet;

thence continuing along said North line of Main Street, North 59 degrees 27 minutes 00 seconds East, 77.44 feet, to the Southeast corner of said Parcel 1;

thence leaving said North line of Main Street, North 42 degrees 01 minutes 40 seconds West, along the Easterly line of said Parcel 1, a distance of 113.24 feet;

thence leaving said Easterly line, North 10 degrees 02 minutes 54 seconds East, 111.71 feet, more or less, to the Southeast line of said Parcel 1;

thence Northeasterly along said Southeast line, North 59 degrees 35 minutes 00 seconds East, 110.04 feet, more or less, to the West line of Patricks Point Drive, said point being the beginning of a non-tangent curve, concave to the East, having a radius of 1550 feet, through which point a radial line bears South 53 degrees 21 minutes 17 seconds West;

thence Northerly along said curve, through an angle of 5 degrees 30 minutes 26 seconds, 148.99 feet, more or less, to the point of beginning.

The bearings in this description are based on Book 24 of Parcel Maps, Page 48, Humboldt County Records.

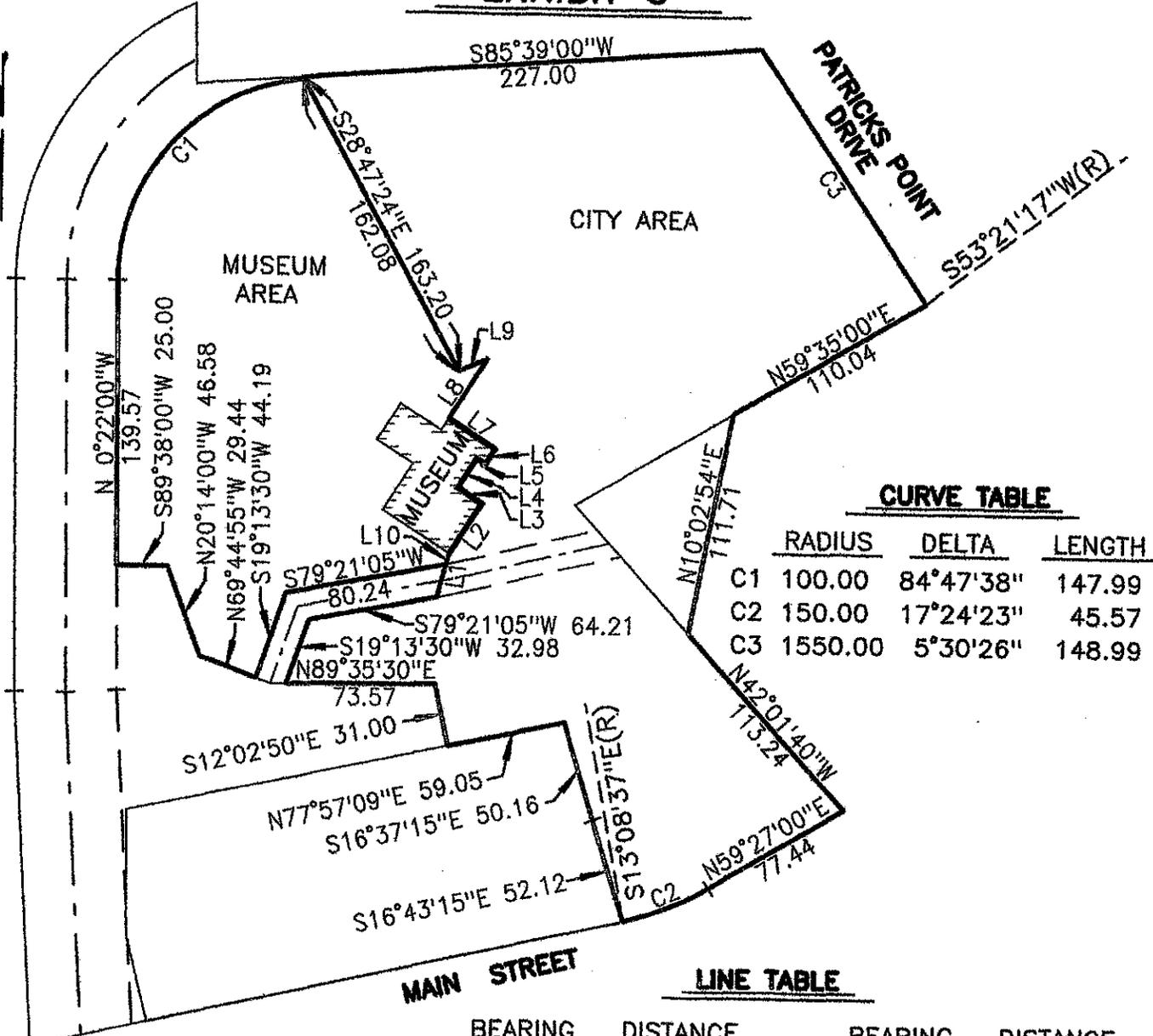
Prepared by:

Michael J. O'Hern  
Michael J. O'Hern  
LS 4829

Dated: MARCH 29, 2013



# EXHIBIT C



### CURVE TABLE

	RADIUS	DELTA	LENGTH
C1	100.00	84°47'38"	147.99
C2	150.00	17°24'23"	45.57
C3	1550.00	5°30'26"	148.99

### LINE TABLE

	BEARING	DISTANCE	BEARING	DISTANCE
L1	N15°27'06"E	20.90	L6	N32°32'37"E 9.34
L2	N32°32'37"E	30.99	L7	N57°27'23"W 27.58
L3	N57°27'23"W	14.10	L8	N32°32'37"E 34.80
L4	N32°32'37"E	16.55	L9	S66°18'36"W 15.45
L5	S57°27'23"E	4.95	L10	S15°27'06"W 4.19

### DIAGRAM

FOR

### TRINIDAD COASTAL LAND TRUST

IN

SE 1/4 SECTION 23 T8N, R1W, H.M.  
WITHIN THE LIMITS OF THE CITY  
OF TRINIDAD

MARCH, 2013 SCALE 1" = 80'

KELLY-O'HERN ASSOCIATES  
EUREKA, CALIFORNIA



*Michael J. O'Hern*  
MICHAEL J. O'HERN  
LS 4829  
DATED MARCH 29, 2013



## **CONSENT AGENDA ITEM 5**

**SUPPORTING DOCUMENTATION FOLLOWS WITH: 4 PAGES**

---

5. Support for Legislation on Statewide Earthquake Early Warning System in California.

## **CONSENT AGENDA ITEM**

Date: April 10, 2013

---

**Item:** Support for Legislation on Statewide Earthquake Early Warning System in California

**Background:** Senator Alex Padilla has requested support for Senate Bill 135, legislation he has authored to create a statewide earthquake early warning system in California. A fact sheet is attached, together with the Senator's request for support.

**Proposed Action:**

Authorize the Mayor to sign a letter supporting Senate Bill 135.

**Attachments:**

Letter from Senator Alex Padilla  
Fact Sheet on SB 135

# California State Senate

ALEX PADILLA  
SENATOR, 20TH DISTRICT

March 1, 2013

Dear Colleague:

I am writing to request your support for Senate Bill 135, legislation I have authored to create a statewide earthquake early warning system in California.

Most Californians have experienced firsthand the effects of an earthquake. We remember the Loma Prieta, Northridge, Whittier Narrows, and Sylmar quakes. And, we all know that another major earthquake in California is not a matter of if, but when.

The stakes got higher when in January, the California Institute of Technology and the Japan Agency for Marine-Earth Science and Technology published a study which concluded for the first time that a statewide earthquake involving both the Los Angeles and San Francisco metropolitan areas may be possible.

While we cannot prevent an earthquake, we should do more to prepare ourselves. Earthquake early warning systems are in place, or in the works, in a number of earthquake prone nations including Japan, Taiwan, Mexico, Turkey, Italy, China and Romania. They not only save lives, they help mitigate damage.

Here in California, the California Institute of Technology, U.C. Berkeley, U.S. Geological Survey, California Geological Survey and others operate a demonstration earthquake early warning system called the California Integrated Seismic Network. SB 135 would build upon that progress and calls for a fully developed statewide system that would detect seismic activity, determine the progression and alert people in advance of an approaching earthquake to save lives and mitigate damage. It would provide Californians critical seconds and up to 60 seconds to assist loved ones, pull to the side of the road or exit a building. It would allow time to safely stop trains, power down critical infrastructure, and turn off industrial machines. Such a system would not only alert the public via television, radio and smartphones, it would speed the response of police and fire personnel by quickly identifying areas hardest hit by the quake.

Attached, please find a sample resolution in support of SB 135, a copy of the bill, and a fact sheet with more information. I look forward to working with you so that an earthquake early warning system becomes a reality in our state sooner, rather than later.

If I can be of any assistance, please contact me or my staff at (916) 651-4020.

Sincerely,



Senator Alex Padilla



# Senator Alex Padilla

## Fact Sheet



### SB 135 – PADILLA

## Earthquake Early Warning System

#### Summary

SB 135 would require the development of a comprehensive statewide earthquake early warning system in California.

#### Background

Ninety percent of the world's earthquakes and over eighty percent of the world's largest earthquakes occur along the Circum-Pacific Belt, also known as the Pacific Ring of Fire. The Pacific Ring of Fire includes the very active San Andreas fault zone here in California. The San Andreas is the "master" fault of an intricate fault network that cuts through rocks of the California coastal region. The entire San Andreas fault system is more than 800 miles long and extends to depths of at least 10 miles within the Earth.

Predictions from the Uniform California Earthquake Rupture Forecast released in 2008 states there is a 99.7% likelihood of a magnitude 6.7 earthquake and a 94% chance of a 7.0 magnitude earthquake in California within the next 30 years. In other words, a major earthquake in California is not a matter of *if*, but *when*.

In January, 2013, the California Institute of Technology and the Japan Agency for Marine-Earth Science and Technology published a study concluding for the first time that a *statewide* California earthquake involving both the

Los Angeles and San Francisco metropolitan areas may be possible.

While earthquakes cannot be predicted or prevented, using advanced science and technology we can detect seismic activity to provide an advanced warning, save lives and help mitigate damage.

The objective of earthquake early warning is to rapidly detect the initiation of an earthquake, estimate the level of ground shaking to be expected, and issue a warning before significant ground shaking begins. This can be done by detecting the first energy to radiate from an earthquake, the P-wave energy, which rarely causes damage. Using P-wave information, we can first estimate the location and the magnitude of the earthquake. We then use this to estimate the anticipated ground shaking across the region to be affected. The method can provide warning before the S-wave, which brings the strong shaking that usually causes most of the damage, arrives.

California currently has the California Integrated Seismic Network (CISN), which is a demonstration earthquake early warning system. A fully developed system would process data from an array of sensors throughout the state. The system would effectively detect the strength and the progression of earthquakes, alert the public within seconds and provide up to 60 seconds advanced warning before potentially damaging ground shaking is felt.

Early warning systems are in place, or in the works, in a number of earthquake prone nations including Japan, Taiwan, Mexico, Turkey, Italy, China and Romania. Their success has been demonstrated in recent earthquakes.

Japan's earthquake early warning system provided the public with critical advanced warning of the 9.0 magnitude earthquake in March 2011. Earthquake warnings were automatically broadcast on television and radio, and 52 million people received the warning on their smartphones. Millions more downloaded the early warning app after the quake to receive warnings in advance of large aftershocks.

The warnings allowed people to take cover, assist loved ones, pull to the side of the road or exit a building. The system brought bullet trains to a stop, and triggered the automatic shutdown of operations at critical companies. A professor at the University of Sendai received a text message of the warning and was able to warn his students to duck for cover before the shaking began and the light fixtures fell from the ceiling.

Earthquake early warning systems not only alert the public, they also speed the response of police, fire and other safety personnel by quickly identifying areas hardest hit by the quake.

### **Existing Law**

Current California law is silent on the development of an earthquake early warning system.

### **This Bill**

This bill would designate The Office of Emergency Services, in collaboration with the California Institute of Technology (Caltech), the California Geological Survey, the University of California Berkeley, the United States Geological Survey, and others, to develop a comprehensive statewide earthquake early warning system in California.



## AGENDA ITEM 1

**SUPPORTING DOCUMENTATION FOLLOWS WITH: 3 PAGES**

---

1. Presentation on Trinidad's Strong Cities Profile.

## **DISCUSSION/ACTION AGENDA ITEM**

Date: April 10, 2013

---

**Item:** City of Trinidad Strong Cities Profile

**Background:** Trinidad was recently profiled as part of the ongoing Strong Cities / Strong State campaign highlighting local government success stories throughout California. This is a project of the League of California Cities and the California City Management Foundation.

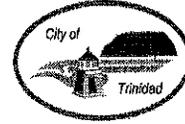
The City of Trinidad's profile is accessible at:  
[www.strongcitiesstrongstate.com/city/trinidad](http://www.strongcitiesstrongstate.com/city/trinidad).

**Proposed Action:**

Receive presentation on Trinidad's Strong Cities profile.

**CITY OF TRINIDAD**

P.O. Box 390  
409 Trinity Street  
Trinidad, CA 95570  
(707) 677-0223  
Fax: (707) 677-3759



FOR IMMEDIATE DISTRIBUTION

Date: April 2, 2013

Contact: Karen Suiker, City Manager  
677-3876

**CITY OF TRINIDAD HIGHLIGHTED AS PART OF STRONG CITIES/STRONG STATE CAMPAIGN**

Today the City of Trinidad was profiled as part of the ongoing Strong Cities/Strong State campaign highlighting local government success stories throughout California. This is a project of the League of California Cities and the California City Management Foundation.

The City of Trinidad's profile is accessible at: [www.strongcitiesstrongstate.com/city/trinidad](http://www.strongcitiesstrongstate.com/city/trinidad).

The Strong Cities/Strong State website is the centerpiece of an initiative to demonstrate the ways in which California cities and the state share important policy goals. The profiles also illustrate how cities can only be successful in achieving the shared goals if they have the flexibility, authority and financial capacity to innovate and complete vital public works and other important projects. Under the leadership of the city council and city manager, cities provide high quality local services, respond to municipal challenges and foster community involvement. Cities are committed to supplying the groundwork for building a stronger state.

Highlights of the City of Trinidad's profile include:

- Volunteerism and cooperation resulting in big results to complete the three components of the Trinidad Center: Museum, park and soon to be completed library.
- Collaboration with the Trinidad Rancheria to rebuild the Trinidad Pier and improve the water quality in the Trinidad Bay.
- Trinidad Art Gallery lives on through the creation of the Trinidad Art Gallery Cooperative, an art venue for twenty local artists.
- Collaboration to develop and implement the Trinidad Coastal Watershed Management Program

Quote from Mayor Julie Fulkerson: *This is a village with enormous responsibility. On two sides, Trinidad is surrounded by the ocean, the Pacific and Trinidad Bay. Thousands of people come here to the beaches, historic Trinidad Head, our museum and the Tsurai Ancient Village Site. With minimal resources, a tiny staff and energetic citizen volunteers, we hold it all together. Passing through, no one would be able to tell how so few dollars and people maintain this magnificent place. We are a great example of 'less is more'.*

Quote from Councilmember and former Mayor Kathy Bhardwaj: *I am proud, even astonished at what we have been able to accomplish. Sometimes I think of Trinidad as the mouse that roared.*

The overarching goal of the Strong Cities/Strong State campaign is to promote the innovation and experience of local officials in delivering core public services. It reinforces how cities are as vital, necessary and equal partners with the State in building a better California. The City of Trinidad is proud to participate in and to contribute to this goal.



## AGENDA ITEM 2

**SUPPORTING DOCUMENTATION FOLLOWS WITH: 5 PAGES**

---

2. Discussion/Decision regarding Azalea & Pacific project award and consideration of new street light.

## **DISCUSSION/ACTION AGENDA ITEM**

Date: April 10, 2013

---

**Item:** Azalea and Pacific Project

**Background:** The City had a very good response to the bid solicitation for the Azalea and Pacific State Transportation Improvement Program (STIP) as detailed on the attached summary prepared by GHD. This project will rehabilitate Azalea Way and Pacific Street to bring the roads up to City standards, provide better emergency vehicle access and improve the road drainage facilities.

The improvements include roadway widening and paving, installation of curb and gutters, concrete connections between the new paved roadway and adjacent existing residential concrete driveways, drainage swales, subsurface drainage systems, street signs and trees. Azalea Way will be widened from approximately 9 feet to 20 feet, as required to comply with the California Fire Code, and paved with asphalt concrete and grass pavers. Pacific Street's graveled surface will be replaced with an asphalt concrete paved surface that will generally follow the same extents as the graveled surface.

Improvements also include the replacement of an existing 2-inch water line and addition of a new fire hydrant. The project is generally limited to work within the City Right of Way with the exception of minor driveway transitions to the newly paved roadway.

Construction capital and construction engineering for the project is funded through the STIP, which was allocated by the California Transportation Commission in October of 2012.

Because of the favorable bid response, there may be sufficient funds to incorporate a new streetlight as has been requested by residents in the immediate area. This may require an amendment to the Coastal Development Permit (CDP) and, assuming the City Council supports staff efforts in this direction, would be considered as a separate project.

**Proposed Action:**

- (1) Award the project to GR Sundberg in the amount of \$223,775.
- (2) Authorize staff to initiate the process to install a new street light, including a CDP amendment if necessary, and work with PG&E to develop a cost estimate.

**Attachments:**

Bid results with cover sheet from GHD  
Letters of support for new streetlight



March 27, 2013

Karen Suiker  
City Manager  
City of Trinidad  
709 Trinity Street  
Trinidad, CA, 95570

RE: Bid Results for the Azalea and Pacific STIP Project

Dear Karen

As you are aware, the Bid opening for the Azalea and Pacific STIP Project was held at our office on February 22<sup>nd</sup>, 2013. We had good bidder participation with six bids, and received some very competitive bid results. A bid tabulation summarizing the bid results for all bids received is attached.

GR Sundberg Inc. from Arcata had the low bid of \$223,775. We have reviewed their license and bonding information and it appears to be current and up to date. We recommend that the City award the contract to GR Sundberg Inc., the apparent lowest, responsive, responsible bidder, at the next regularly scheduled council meeting.

If council adopts a motion to award the construction contract to GR Sundberg Inc. on April 10<sup>th</sup>, the Notice of Award could be delivered to GR Sundberg Inc. by April 15<sup>th</sup>. GR Sundberg Inc. will then have 14 calendar days to execute the agreement and submit the required bonds and insurance to the City. In order to allow PG&E time to relocate their underground facilities that conflict with the project, we expect the Notice to Proceed to be issued in early June. The Contractor will begin work within fifteen (15) calendar days of the Notice to Proceed and will complete the work within twenty-five (25) working days thereafter.

We look forward to working with City staff to complete another successful construction project for the benefit of the citizens of Trinidad. If you have any questions regarding this project, please feel free to contact me at (707) 443-8326.

Sincerely,  
GHD Inc.

A handwritten signature in black ink, appearing to read 'Josh Wolf'.

Josh Wolf, PE  
Project Manger  
(707) 267-2264

Cc: Steve Allen, GHD Inc.  
Terrie Zwillinger, GHD Inc.



Bid Tab Summary

No.	Description	Unit	Quantity	Apparent Low Bidder		Kernan Construction		V&C Construction		RAO Construction		Hooven & Co.		Wahlund Construction			
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total		
1	Mobilization/Demobilization	LS	1	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00		
2	Stationary-Mounted Construction Area Signs	EA	4	\$ 950.00	\$ 3,800.00	\$ 300.00	\$ 1,200.00	\$ 1,200.00	\$ 4,800.00	\$ 300.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00		
3	Temporary Traffic Control	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00		
4	Construction Staking	LS	1	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00		
5	Contractor Materials Testing and Quality Control	LS	1	\$ 7,800.00	\$ 7,800.00	\$ 7,800.00	\$ 7,800.00	\$ 7,800.00	\$ 7,800.00	\$ 7,800.00	\$ 7,800.00	\$ 7,800.00	\$ 7,800.00	\$ 7,800.00	\$ 7,800.00		
6	Water Pollution Control	LS	1	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00		
7	Temporary Shoring and Excavation Safety	LS	1	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00		
8	Clearing and Gubbing	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00		
9	Demolition of Existing Facilities	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00		
10	Roadway Excavation and Grading	CY	250	\$ 62.00	\$ 15,500.00	\$ 55.00	\$ 13,750.00	\$ 35.00	\$ 8,750.00	\$ 50.00	\$ 12,500.00	\$ 60.00	\$ 15,000.00	\$ 80.00	\$ 20,000.00	\$ 92.00	\$ 23,000.00
11	Infiltration Trench	LF	180	\$ 38.00	\$ 6,840.00	\$ 45.00	\$ 8,100.00	\$ 50.00	\$ 9,000.00	\$ 60.00	\$ 10,800.00	\$ 66.00	\$ 11,880.00	\$ 71.00	\$ 12,780.00	\$ 75.00	\$ 13,500.00
12	Storm Drain Inlet with Filter Insert	EA	1	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	
13	Storm Drain Junction Box	EA	1	\$ 1,800.00	\$ 1,800.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00	
14	Storm Drain Outlet	EA	1	\$ 1,300.00	\$ 1,300.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	
15	6-Inch HDPE Storm Drain Pipe	LF	105	\$ 41.00	\$ 4,305.00	\$ 50.00	\$ 5,250.00	\$ 33.00	\$ 3,465.00	\$ 60.00	\$ 6,300.00	\$ 44.48	\$ 4,671.45	\$ 100.00	\$ 10,500.00	\$ 100.00	\$ 10,500.00
16	10-Inch HDPE Storm Drain Pipe	LF	100	\$ 44.00	\$ 4,400.00	\$ 50.00	\$ 5,000.00	\$ 39.00	\$ 3,900.00	\$ 60.00	\$ 6,000.00	\$ 38.25	\$ 3,825.00	\$ 100.00	\$ 10,000.00	\$ 100.00	\$ 10,000.00
17	Storm Drain Pipe Anchor	EA	2	\$ 800.00	\$ 1,600.00	\$ 750.00	\$ 1,500.00	\$ 400.00	\$ 800.00	\$ 500.00	\$ 1,000.00	\$ 845.00	\$ 1,690.00	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00
18	Connect to Existing Water Main	EA	1	\$ 2,800.00	\$ 2,800.00	\$ 3,900.00	\$ 3,900.00	\$ 5,000.00	\$ 5,000.00	\$ 7,200.00	\$ 7,200.00	\$ 1,354.00	\$ 1,354.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	
19	1-Inch PVC Water Pipe	LF	105	\$ 69.00	\$ 7,245.00	\$ 55.00	\$ 5,775.00	\$ 29.00	\$ 3,045.00	\$ 38.00	\$ 3,990.00	\$ 36.08	\$ 3,788.40	\$ 75.00	\$ 7,875.00	\$ 75.00	\$ 7,875.00
20	2-Inch PVC Water Pipe	LF	280	\$ 45.00	\$ 12,600.00	\$ 35.00	\$ 9,800.00	\$ 25.00	\$ 7,000.00	\$ 50.00	\$ 14,000.00	\$ 100.00	\$ 28,000.00	\$ 123.00	\$ 34,440.00	\$ 123.00	\$ 34,440.00
21	4-Inch C900 Water Pipe	LF	5	\$ 180.00	\$ 900.00	\$ 25.00	\$ 125.00	\$ 59.00	\$ 295.00	\$ 100.00	\$ 500.00	\$ 88.52	\$ 442.60	\$ 70.00	\$ 350.00	\$ 70.00	\$ 350.00
22	6-Inch C900 Water Pipe	LF	30	\$ 53.00	\$ 1,590.00	\$ 25.00	\$ 750.00	\$ 75.00	\$ 2,250.00	\$ 100.00	\$ 3,000.00	\$ 165.00	\$ 4,950.00	\$ 495.00	\$ 14,850.00	\$ 495.00	\$ 14,850.00
23	8-Inch Gate Valve	EA	3	\$ 3,300.00	\$ 9,900.00	\$ 2,600.00	\$ 7,800.00	\$ 1,500.00	\$ 4,500.00	\$ 900.00	\$ 2,700.00	\$ 1,018.00	\$ 3,054.00	\$ 1,400.00	\$ 4,200.00	\$ 1,400.00	\$ 4,200.00
24	6-Inch Gate Valve	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 2,200.00	\$ 4,400.00	\$ 1,900.00	\$ 3,800.00	\$ 1,400.00	\$ 2,800.00	\$ 584.00	\$ 1,168.00	\$ 1,168.00	\$ 2,336.00	\$ 1,168.00	\$ 2,336.00
25	Water Meter Assembly	EA	4	\$ 525.00	\$ 2,100.00	\$ 450.00	\$ 1,800.00	\$ 350.00	\$ 1,400.00	\$ 800.00	\$ 3,200.00	\$ 584.00	\$ 2,336.00	\$ 400.00	\$ 1,600.00	\$ 400.00	\$ 1,600.00
26	Fire Hydrant Assembly	EA	1	\$ 4,300.00	\$ 4,300.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 4,896.00	\$ 4,896.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	
27	2-Inch End Line Blowoff	EA	1	\$ 1,600.00	\$ 1,600.00	\$ 1,400.00	\$ 1,400.00	\$ 1,200.00	\$ 1,200.00	\$ 1,400.00	\$ 1,400.00	\$ 598.00	\$ 598.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	
28	Class 2 Aggregate Base	CY	175	\$ 85.00	\$ 14,875.00	\$ 104.00	\$ 18,200.00	\$ 55.00	\$ 9,625.00	\$ 60.00	\$ 10,500.00	\$ 146.00	\$ 25,550.00	\$ 83.00	\$ 14,525.00	\$ 83.00	\$ 14,525.00
29	Shoulder Backing	LF	145	\$ 15.00	\$ 2,175.00	\$ 5.00	\$ 725.00	\$ 55.00	\$ 7,975.00	\$ 15.00	\$ 2,175.00	\$ 21.50	\$ 3,117.50	\$ 25.00	\$ 3,625.00	\$ 25.00	\$ 3,625.00
30	Rock Energy Dissipator	CF	128	\$ 170.00	\$ 21,760.00	\$ 45.00	\$ 5,760.00	\$ 60.00	\$ 7,680.00	\$ 28.00	\$ 3,584.00	\$ 8.00	\$ 1,024.00	\$ 43.00	\$ 5,504.00	\$ 43.00	\$ 5,504.00
31	Minor Concrete - Flush Curb	LF	178	\$ 23.00	\$ 4,094.00	\$ 38.00	\$ 6,764.00	\$ 29.00	\$ 5,162.00	\$ 30.00	\$ 5,340.00	\$ 53.43	\$ 9,510.54	\$ 28.00	\$ 4,976.00	\$ 28.00	\$ 4,976.00
32	Minor Concrete - Vertical Curb	LF	250	\$ 20.00	\$ 5,000.00	\$ 38.00	\$ 9,500.00	\$ 39.00	\$ 9,750.00	\$ 43.00	\$ 10,750.00	\$ 81.00	\$ 20,250.00	\$ 35.00	\$ 8,750.00	\$ 35.00	\$ 8,750.00
33	Minor Concrete - Rolled Curb	LF	165	\$ 36.00	\$ 5,940.00	\$ 50.00	\$ 8,250.00	\$ 39.00	\$ 6,435.00	\$ 30.00	\$ 4,950.00	\$ 94.00	\$ 15,410.00	\$ 82.00	\$ 13,530.00	\$ 82.00	\$ 13,530.00
34	Minor Concrete - Valley Gutter	LF	100	\$ 45.00	\$ 4,500.00	\$ 60.00	\$ 6,000.00	\$ 49.00	\$ 4,900.00	\$ 42.00	\$ 4,200.00	\$ 17.89	\$ 1,789.00	\$ 25.00	\$ 2,500.00	\$ 25.00	\$ 2,500.00
35	Minor Concrete - Driveway	SF	470	\$ 11.00	\$ 5,170.00	\$ 14.00	\$ 6,580.00	\$ 10.00	\$ 4,700.00	\$ 10.00	\$ 4,700.00	\$ 159.00	\$ 75,030.00	\$ 185.00	\$ 86,850.00	\$ 185.00	\$ 86,850.00
36	Hot Mix Asphalt (Type A)	TON	160	\$ 166.00	\$ 26,560.00	\$ 224.00	\$ 35,840.00	\$ 225.00	\$ 36,000.00	\$ 180.00	\$ 28,800.00	\$ 21.00	\$ 3,360.00	\$ 38.00	\$ 6,080.00	\$ 38.00	\$ 6,080.00
37	Grass Pavers	SF	330	\$ 19.00	\$ 6,270.00	\$ 15.00	\$ 4,950.00	\$ 20.00	\$ 6,600.00	\$ 32.00	\$ 10,560.00	\$ 11.00	\$ 3,630.00	\$ 8.00	\$ 2,640.00	\$ 8.00	\$ 2,640.00
38	Red Curb Paint	LF	260	\$ 5.00	\$ 1,300.00	\$ 2.00	\$ 520.00	\$ 12.00	\$ 3,120.00	\$ 10.00	\$ 2,600.00	\$ 16.00	\$ 4,160.00	\$ 12.00	\$ 3,120.00	\$ 12.00	\$ 3,120.00
39	4-Inch Thermoplastic Traffic Stripe	LF	100	\$ 8.00	\$ 800.00	\$ 13.00	\$ 1,300.00	\$ 18.00	\$ 1,800.00	\$ 13.00	\$ 1,300.00	\$ 16.00	\$ 1,600.00	\$ 60.00	\$ 6,000.00	\$ 60.00	\$ 6,000.00
40	1/2-Inch Thermoplastic Traffic Stripe	LF	16	\$ 12.00	\$ 192.00	\$ 75.00	\$ 1,200.00	\$ 75.00	\$ 1,200.00	\$ 62.00	\$ 992.00	\$ 79.00	\$ 1,264.00	\$ 29.00	\$ 464.00	\$ 29.00	\$ 464.00
41	Thermoplastic Pavement Markings	SF	22	\$ 30.00	\$ 660.00	\$ 30.00	\$ 660.00	\$ 77.00	\$ 1,694.00	\$ 30.00	\$ 660.00	\$ 39.00	\$ 858.00	\$ 250.00	\$ 5,500.00	\$ 250.00	\$ 5,500.00
42	Roadside Sign(S), 1-Post	EA	3	\$ 520.00	\$ 1,560.00	\$ 790.00	\$ 2,370.00	\$ 700.00	\$ 2,100.00	\$ 400.00	\$ 1,200.00	\$ 284.00	\$ 852.00	\$ 750.00	\$ 2,250.00	\$ 750.00	\$ 2,250.00
43	Import Topsoil	CY	77	\$ 52.00	\$ 4,004.00	\$ 95.00	\$ 7,315.00	\$ 100.00	\$ 7,700.00	\$ 92.00	\$ 7,084.00	\$ 87.00	\$ 6,714.00	\$ 50.00	\$ 3,850.00	\$ 50.00	\$ 3,850.00
44	Trees	EA	3	\$ 1,000.00	\$ 3,000.00	\$ 900.00	\$ 2,700.00	\$ 500.00	\$ 1,500.00	\$ 500.00	\$ 1,500.00	\$ 1,160.00	\$ 3,480.00	\$ 880.00	\$ 2,640.00	\$ 880.00	\$ 2,640.00
45	Hydroseed	SF	6,200	\$ 0.25	\$ 1,550.00	\$ 0.20	\$ 1,240.00	\$ 2.80	\$ 17,360.00	\$ 0.16	\$ 992.00	\$ 0.18	\$ 1,116.00	\$ 0.14	\$ 868.00	\$ 0.14	\$ 868.00
46	Iron Pin Survey Monument	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 900.00	\$ 900.00	\$ 1,000.00	\$ 1,000.00	\$ 1,010.00	\$ 1,010.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	
47	Catch-In-Place Survey Monument	EA	2	\$ 1,550.00	\$ 3,100.00	\$ 3,300.00	\$ 6,600.00	\$ 1,500.00	\$ 3,000.00	\$ 500.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00	\$ 700.00	\$ 1,400.00	
					\$ 223,715.00		\$ 239,955.00		\$ 264,101.00		\$ 264,456.00		\$ 264,997.00		\$ 287,610.00		\$ 287,610.00

Calculation Error by Bidder (corrected value shown) \$0.00

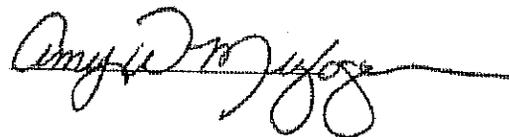
March 15, 2013

To whom it may concern:

We, the undersigned, would like to call your attention to our dire need for a streetlight at the corner of Azalea Way and Pacific Street. The lack of any external lighting makes this neighborhood of four houses extremely treacherous after sundown. Also, in just the last week we have noticed and documented with the city two instances of threatening behavior. The first was the presence of three hooded males videotaping our homes. The second was the presence of two hooded males walking three poorly controlled pit bulls down Pacific Street three days later. We notified and talked with the sheriff's deputy Scott Hicks about these incidents. (A special note: there are five small children living on this street.)

While the above discusses our more recent instances of perceived threat, this area has also has a very long history of fender benders after gatherings that end after the sun has set. Therefore, for both the issues of safety and security, the time has come for a streetlight to be added to the neighborhood over Trinidad State Beach.

\_\_\_\_\_

March 17, 22013

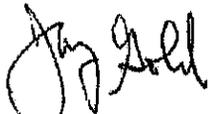
To whom it may concern,

We live at 520 Pacific Street in Trinidad, and join our neighbors in their request for the installation of a street light at the intersection of Azalea Way and Pacific Street. The light is much needed and long overdue.

We also believe that our security would be greatly enhanced by preventing people from sleeping and living in the Trinidad State Beach Park, contrary to the park's rules.



Susan Berresford



Jay Gold



## AGENDA ITEM 3

**SUPPORTING DOCUMENTATION FOLLOWS WITH: 1 PAGES**

---

3. Discussion/Decision regarding consideration of policy for placement of banners on city street lights.

## **DISCUSSION/ACTION AGENDA ITEM**

Date: April 10, 2013

---

**Item:** Placement of Banners on City Streetlights

**Background:** The City has been approached by a representative from the Fishermen's Wives Association for permission to place banners on City streetlights. These would be the same banners that are currently in place near the fishermen's terminal in Eureka. This proposal was considered by the Council in November 2011, with action taken to approve an allocation of \$500 for the banner hardware, involve the Chamber of Commerce in determining and/or administering the banner specifics and to not waive the \$750 design review fee. The \$750 fee is a deposit toward staff review and report to the Planning Commission for design review and consideration, with any resulting decision appealable to the City Council.

To facilitate the Planning Commission review, it would be appropriate to establish guidelines regarding the length of posting, banner dimensions, content limitations, cost responsibility and purpose of banner placement. Toward that end staff can put together a proposed policy based on a survey of other communities, and is seeking direction from the Council as to whether this is something the Council wants to consider and if so, an appropriate length of time for any such banner replacement. In keeping with the Council action in 2011, input from the Chamber of Commerce would additionally be solicited. The proposal from the Fishermen's Wives Association is for placement of banners from approximately May 1 through Labor Day.

**Proposed Action:**

Consider length of time restriction for banner placement on city streetlights and give direction to staff regarding other banner guidelines for future Council consideration.