



Posted: Friday, May 05, 2017

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

The Trinidad City Council will hold a regular meeting on
WEDNESDAY, May 10, 2017 at 6:00 PM
In the Trinidad Town Hall, 409 Trinity Street, Trinidad, CA

CLOSED SESSION AT 5:30

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ADJOURN TO CLOSED SESSION
 1. *Conference with legal counsel regarding active litigation. Tsurai Ancestral Society vs. City of Trinidad. Pursuant to California Government Code section 54956.9 (a)*
- IV. RECONVENE TO OPEN SESSION
- V. CLOSED SESSION REPORT
- VI. APPROVAL OF AGENDA
- VII. APPROVAL OF MINUTES – April 12, 2017 and April 26th 2017
- VIII. COUNCIL MEMBER REPORTS, COMMITTEE ASSIGNMENTS
- IX. STAFF REPORTS
- X. ITEMS FROM THE FLOOR
(Three (3) minute limit per Speaker unless Council approves request for extended time.)
- XI. CONSENT AGENDA
 1. Staff Activity Report for April 2017
 2. Financial Status Reports for March 2017.
 3. Proclamation Recognizing May 2017 as Humboldt Bike Month
 4. Approve Letter allowing Strawberry Rock Gallery to Obtain a Alcohol License
 5. Adopt Resolution 2017-05 Authorizing Trinidad's Membership in the Humboldt County Solid Waste Local Task Force
 6. Adopt Resolution 2017-06 Authorizing Trinidad's Inclusion in the Renewal of the Humboldt County Tourism Business Improvement District (HCTBID)
- XI. DISCUSSION/ACTION AGENDA ITEMS
 1. Consider Appointments to the Trinidad Trails Committee
 2. Discussion/Decision re: Trinidad Head Cell Tower Lease
- XII. FUTURE AGENDA ITEMS
- XIII. ADJOURNMENT

APPROVAL OF MINUTES FOR:

APRIL 12, 2017, CC
APRIL 26, 2017, CC2

Supporting Documentation follows with: **10 PAGES**

MINUTES OF THE REGULAR MEETING OF THE TRINIDAD CITY COUNCIL
WEDNESDAY, APRIL 12, 2017

I. CALL TO ORDER

- Mayor Miller called the meeting to order at 6:00PM. Council members in attendance: West, Ladwig, Miller, Baker, Rotwein.
- City Staff in attendance: City Manager Dan Berman, City Clerk Gabriel Adams, City Engineer Rebecca Crow.

II. PLEDGE OF ALLEGIANCE

III. ADJOURNMENT TO CLOSED SESSION – No closed session.

IV. RECONVENE TO OPEN SESSION

V. APPROVAL OF AGENDA

Motion (Rotwein/West) to approve the agenda as amended, pulling 8 for discussion. Passed unanimously.

VI. APPROVAL OF MINUTES – March 08, 2017 cc, March 22, 2017cc2

Motion (Rotwein/West) to approve the minutes as amended. Passed unanimously.

VII. COUNCIL MEMBER REPORTS

Rotwein: Showcased her city business cards, and thanked the City Manager for the written staff report. Attended Hazardous Materials Response Authority meeting, met with HCCVB Director Tony Smithers, and met with Coast Guard Commander.

West: HCAOG report; Discussed Last Chance Grade status and solutions.

Baker: Attended the RREDC meeting.

Miller: Hope to be attending HWMA meetings soon as a member representative for the City.

Ladwig: Attended JTA meeting.

VIII. STAFF REPORTS:

City Manager Berman summarized the staff report included in the Consent Agenda highlighting various accomplishments and project status for the month. *Attended Brown Act training for managers and supervisors, discussed Measure Z funding status, monthly financial status, and update on Van Wycke trail repair grant application.*

IX. ITEMS FROM THE FLOOR:

Kathleen Lake – Trinidad

Concerned that public information requests are not getting fulfilled. Also made an appeal that the City Manager determined was not valid. Asked Council to intervene and allow a hearing on the issue. Wants a VDU license revoked. Read a prepared statement that was emailed to staff and Council, and asked what public process was available to authorize appeals.

Dorothy Cox – Trinidad

Asked for a status report of the Ocean Avenue road-widening project. Also commented on noise associated with the Town Hall for the recent Trinidad School fundraiser. It wasn't that bad but the decibel app that Mayor Miller suggested didn't work very well. Also added a brief history of 407 Ocean Avenue, and agreed with resident Lake about issues at that home.

Jim Cuthbertson – Trinidad

Are we getting credit for Sheriff non-coverage while Deputy Mathieson is away? Tree trimming is expensive. The HSU Marine lab tree should be cut down.

Pat Morales – Trinidad

Complained about the City's audio recordings not being clear, and suggested the City get better equipment.

X. CONSENT AGENDA

1. Staff Activity Report for April 2017
2. Financial Status Reports for February 2017
3. Authorize City Manager to have the Ewing Street Cypress Tree Pruned

City Manager Berman explained that the Cypress tree in front of the Trinidad Marine Lab has been determined to be on the City's right of way, and not on the Trinidad Marine Lab's property. This information came out of a detailed professional survey of the Marine Lab property completed by HSU. HSU facilities maintenance staff have been clear to the City that they see this tree as the City's responsibility, and in fact they are very limited in their ability to expend their state funds on anything not on their property. Until this recent survey, everyone involved (the City, HSU, and neighbors) have assumed the tree was HSU's responsibility.

HSU is concerned about the tree's size and possible leaning, and one of the uphill neighbors has struggled for decades with HSU over pruning the tree because it significantly impacts their ocean views. The City Attorney's advice regarding responsibility is that it's not worth battling with HSU over a few thousand dollars, and if the survey is clear, then we are probably on the hook for the tree.

Staff requested that HSU provide original construction plans for the Marine Lab to investigate whether the tree was clearly placed by them, but those requests were not fulfilled by HSU.

Staff asked a local arborist to assess the tree and provide recommendations. That report addresses significant pruning, but concludes that the tree is healthy and there is no need to remove it. The arborist estimates the proposed work as shown could be completed for approximately \$2,500. Funding for this project fits within the existing Public Works budget line item for Streets maintenance. Given that it is in the road right of way, this seems reasonable.

Public comments included:

Pat Morales – Trinidad

I don't want the tree cut down. I want it to be thinned and maintained. Do the right thing and support the residents for a change.

Council comments included:

Baker: The tree is on State property. Public right-of-way is not the same as fee-title ownership. The tree was planted within a curb that was developed by HSU. It's not our tree and HSU should maintain it. The person I spoke with at HSU does not know what she's talking about.

*Motion (Rotwein/West) to table the item and continue it at a future meeting. **Passed unanimously.***

4. Firehouse Expansion Project Bid Package
5. Damage Claim Against the City from Christian Walters

*Motion (West/Baker) to approve the consent agenda as amended, pulling # 3 for discussion. **Passed 5-0.***

XI. DISCUSSION/ACTION AGENDA:

1. Discussion/Decision regarding response to Edwards St./Memorial Lighthouse Landslide

City Manager Berman explained that a large active landslide is occurring immediately adjacent to Edwards Street and the Trinidad Memorial Lighthouse. SHN Consulting Engineers and Geologists (SHN) have completed a Preliminary Assessment Report. The Report recommends the City move forward quickly on two fronts: removing materials on the top of the slide, and conducting further subsurface geologic investigation. Plans for the removal of the materials from the slide are included in the report. Estimates for that work are anticipated by the date of the meeting. A cost proposal for subsurface geologic investigations has been received and is attached totaling \$30,100.

Staff recommends the following:

- Authorize (after the fact) the expenditure of \$2,800 for the initial assessment report from the Public Works budget.
- Confirm that this situation constitutes an emergency in terms of the permit process and the need to move quickly to remove the materials from atop the slide as shown in the attached Plans.

- Approve funding the removal of materials on the slide (pending estimates).
- Consider the SHN proposal for additional geologic investigation. Approval would require a budget adjustment from reserves to the Public Works Contracting Budget.

City Engineers GHD have developed plans to remove materials from the active slide area as recommended in the Preliminary Assessment. The work includes removal of part of the concrete ramps on the site, part of the parking area, and some benches, fencing, and steps, with erosion control and re-vegetation where appropriate. The City has solicited estimates from local qualified contractors to implement that work as soon as possible. Staff expects to have those estimates available at the meeting. The City has \$20,000 in our Public Works budget available for this purpose, and is working to access ~\$14,000 in PARSAC grant funds as well.

Berman introduced SHN Geologist Gary Simpson who has provided a proposal for the recommended subsurface geologic investigation, including the drilling work itself, related survey and mapping work, data analysis, and generation of conceptual designs based on the results. The cost is \$30,100. The nature of that work, and the information it can yield, are described in more detail in SHN's proposal. SHN will discuss both the Preliminary Assessment and the cost proposal for further investigation.

Staff agrees with the proposed boring recommended along Edwards St. If this landslide continues to progress northward, as anticipated in the Assessment Report, it poses a direct threat to Edwards St itself, and the utilities under that street. The City should move ahead with planning for that eventuality, which may consist of a significant effort to stabilize the head of the slide to protect Edwards St. The proposed boring and monitoring will provide information that is needed to move ahead with considering design options, including the depth of the landslide, and the depth to 'bedrock', or at least to more solid and stable materials. The boring will be outfitted with a measuring device (inclinometer) that allow for tracking over time of the landslide at depth, which can provide an early warning system about further land movement.

Staff are less sure about proceeding with the proposed borings around the Trinidad Memorial Lighthouse (TML). There is a critical decision point at hand about whether to try and protect the TML in place, or to plan on moving it. If the goal is to design and implement significant engineering work to stabilize the TML in place, then these borings are absolutely needed to inform that design. The TML is clearly perched immediately on the edge of the active slide. Further progression of the slide may undermine it completely, and the feasibility and cost of trying to protect it in that obviously precarious location are worth considering carefully.

The Trinidad Civic Club own the TML and the land immediately around it. In discussions with City staff they have indicated they may choose to embrace the effort to find a new, safer location for the Memorial Lighthouse, Memorial Wall, and Bell rather than trying to protect it in place. Staff will ask SHN to be prepared to discuss this question of moving vs protecting the TML in place, and how it would impact the cost proposal.

Financial Implications:

The City has applied for State and Federal Disaster relief funding for this project, associated with the Disaster Declaration for the intense storms in mid-January. If that application is successful, disaster funding could reimburse the City for up to ~88% of the costs associated with the disaster, which could include everything discussed here, and further engineering work as well. That series of storms did seem to trigger the dramatic movement of the landslide, but there is no guarantee that the application will be successful, and the City may have to absorb these costs.

Council questions included:

Baker: Questions to Simpson about bedrock stability and boring sample options.

Rotwein: What is the impact of the Stormwater Project on the Lighthouse bluff stability? **City Engineer Rebecca Crow** explained the bedrock study of Trinidad and how the Stormwater Phase I was designed to take water away from the bluff, using bedrock mapping to identify the best location to shed groundwater. City Manager Berman added that the fact that years of drought followed the wettest year on record certainly had an impact on the area bluffs.

Miller: What is the time-frame we're looking at? **Simpson** stated 1-2 months, based on the availability of the drilling rig. A few weeks of drilling will produce enough data to work with.

Baker: Is the Lighthouse in imminent danger? **Simpson** stated that we're approaching the end of the current rain year, but if next year is similar the risk will increase substantially. Everything depends on depth-to-rock.

Public comment included:

Craig Goucher – Trinidad Commercial Fisherman

The amount of water pouring out of the ground near the beach is impressive. It's possible that the Stormwater Project has something to do with it.

Peter Cohen – Trinidad Area Resident

Take a look at all the bluffs surrounding Trinidad. They're ALL saturated and seeping enormous amounts of water.

Patti Fleschner – Trinidad Civic Club

The Civic Club thanks the City and SHN for the presentation and removal of the walkway. We wouldn't expect the City to bear the entire expense of the drilling study and we lend our support to the City.

Donna Haddock – Trinidad Civic Club

We are fighting Mother Nature. I fear the devastation of an earthquake and support relocating the Lighthouse and focusing on stabilizing Edwards Street.

Janine Volkmar – Trinidad Civic Club

We should work together. This is a very important site for the City, not just the Civic Club.

Dorothy Cox – Trinidad

The stormwater drain system is flawed.

Kathleen Lake – Trinidad

Echoed comments about protecting Edwards Street.

Roland Johnson – Trinidad Area Geologist, Resident

I work part time for SHN. It's too early to abandon the borings. Get the data now. To be slanting the discussion towards cost is not appropriate. You're premature to start talking about cutting pieces out of the project.

Council comments included:

Baker: I support getting the data.

Rotwein: We should be monitoring our wells that were part of the Stormwater project.

West: Is moving the Lighthouse feasible? Is that something we really want to do?

Ladwig: I support drilling all 4 holes to get the data needed. I caution the Council that there is no evidence to suggest that the Stormwater Project influenced the sliding, and that this is the first year on record that 65 inches or more rain has fallen. There are slides occurring from SF to Oregon.

Miller: I agree that we should negotiate with the Civic Club to share a portion of the cost for drilling.

Motion (Rotwein/Baker) to 1) authorize (after the fact) the expenditure of \$2,800 for the initial assessment report from the Public Works budget, 2) approve SHN proposal plus the additional bore-hole to help determine the stability of Edwards Street – not to exceed \$35,000 estimate, 3) begin negotiating with the Civic Club for contributions to the cost, and 4) return to a future meeting with an estimate to monitor existing wells. Passed unanimously.

2. Stormwater Project Overview Presentation

City Engineer Rebecca Crow explained that the City is in the middle of a significant effort to eliminate direct discharge of storm water runoff into Trinidad Bay. This work is mandated by the State Water Resources Control Board because they designated the Bay as an 'Area of Special Biological Significance' in the 1970's. Those ASBS designations effectively sat on a shelf in Sacramento until the 2000's, when the Water Board took them up and decided to begin enforcing the very strict pollution limits on the books for all ASBS areas in the State.

Thankfully the Water Board has coupled this mandate with opportunities for significant grant funding to accomplish this difficult and expensive task. The City has received millions of dollars in grant funding for monitoring water quality (required) developing detailed plans to eliminate our discharge, and implementing those plans. In general, the project approach is to infiltrate the runoff underground rather than pipe it to the Bay. The actual on the ground work has ended up being divided into three stages. The first was completed in 2015, a smaller piece is funded and designed for construction this summer, and we just received a \$4 Million dollar grant for the final components of the project to be constructed in the 2018-2020 timeframe.

Crow continued the presentation, touching on the following topics: The Integrated Coastal Watershed Management Plan (ICWMP), ASBS Project summary, Geotech & Groundwater Investigations, Sophisticated Groundwater Modeling, Review of Work, Project Design, Lessons Learned with Bioswales, and Next Steps.

Council questions included:

Baker: Who maintains the swales? Construction noise levels should be monitored. The maximum noise level was exceeded in project 1.

Public comment included:

Dorothy Cox – Trinidad

I was severely impacted by Stormwater Phase 1. They're too steep, they clog up, and they're unsafe. The construction impacts were substantial, and my water lines broke. The swales are ugly.

Kathleen Lake – Trinidad

Disappointed with the project.

Shirley Laos – Trinidad Rancheria

I provided the cultural monitoring for the project. I took lots of photos and will share them with the City.

Jonna Kitchen – Trinidad

Phase II calls for a 10% match of 4 million? Can the City afford this?

Rebecca Crow explained that the Ocean Protection Plan will not allow a project to exacerbate slope stability. Phase II will infiltrate water at the beach, not into the ground or along hillsides.

Council comments included:

Rotwein: Timing for construction? Can't wait till September? Are monitoring wells the best technology? Will you double-check assumptions made in the past?

Miller: \$400,000 match? **Berman** explained the City's history with long-term loan obligations.

Presentation item only. No decision was made.

3. Discussion/Decision Short-Term Rental (STR) License Extension

Councilmembers Ladwig and Rotwein recused themselves from this discussion.

City Manager Berman explained that the revised STR Ordinance (2016-03) is expected to go into effect sometime this summer. The exact timing, and the final rules are not certain, as they depend on the actions of the California Coastal Commission when they consider it in early June. This uncertainty about both the timing and the final details of the revised Ordinance makes it impractical to transition to new STR licenses before the current licenses expire on June 30, 2017. Staff recommends extending all current VDU licenses through September 30, 2017. This extension will relieve both the City and STR owners of the effort of renewing the licenses by July under the current rules, only to have to repeat the process under new rules a month or two later. This extension also provides STR operators with certainty regarding occupancy limits during the extension period. All other requirements of the new STR Ordinance (2016-03) will take effect immediately.

Staff recommends extending current STR (VDU) Licenses through September 2017, thereby delaying the effective date of any changes in allowable occupancy, but not delaying any other provisions of Ordinance 2016-03.

This action is proposed to avoid wasting City staff and STR operator's time in a renewal process when the resulting licenses will quickly become obsolete. It also provides certainty for STR operators attempting to book guests for the summer, when the allowable occupancy for many STRS will be changing at some unknown date, and the final details of the new STR rules remain uncertain due to the Coastal Commission approval process. This extension allows occupancy to continue as currently licensed through September, but it does not delay the effective date of other components of the revised Ordinance, including limitations on transferability of licenses, caps on the number of licenses allowed in certain zones, and new enforcement provisions.

The City will produce a new 2017-2018 STR License Application process as soon as possible once the new Ordinance goes into effect, with the intent of issuing new licenses to take effect October 1st. One of the changes in the new STR Ordinance is to change the date of the annual renewal process to February 1st. In this transition year, STR Licenses issued this fall will be valid from October 01, 2017 through January 31, 2019, and will be renewed every year thereafter by February 01.

It is the responsibility of the STR license holder to verify that all application materials stay current and on file with the City through the extension period. This includes the OWTS permit, proof of insurance, and changes in ownership/contact information.

Public comment included:

Jonna Kitchen – Trinidad

This a complicated process. Most of my houses are booked for half the summer already, and tenant agreements have been signed. I appreciate the staff effort on this. There are still many rules in place, but I agree with postponing the application process until the end of August.

Kathleen Lake – Trinidad

Represent the public's interest. We don't know what the Coastal Commission will do with this. We request that all exceptions be reviewed by the Planning Commission and Council. We need to start with what we have. It is not in the public interest to over-occupy the homes. How can you grant exceptions?

Richard Johnson – Trinidad

If the moratorium ends in June, under the current rules can new homeowners apply for permits?

Dorothy Cox – Trinidad

I sympathize with the businesses, but too many exceptions have been made with existing rentals. This does not benefit me at all.

Tom Davies – Trinidad

Renewing applications for another quarter will only extend non-compliant licenses. If new people apply for permits they will be subject to new regulations. Staff helping people with non-compliance is not acceptable.

Susan Rotwein – Trinidad

Thanked Staff for looking ahead to this because the first license period did not go well last year and we want to get it right this year.

Pat Morales – Trinidad

Complained that Rotwein should not be speaking publicly after recusal and trying to influence the decision.

Council comment included:

Baker: Councilmember West and I are a committee investigating exceptions granted, and I'm very concerned with non-compliant STR's. We need to clean this up and I would support giving staff more leeway to improve the process.

West: I expect this next application cycle to be much tighter.

Motion (Baker/West), in the interest of efficient use of staff time and City resources, to authorize the 3-month extension period for compliant VDU's, but not for the non-compliant VDU's or VDU's that are in violation status.

Passed 3-0. Rotwein & Ladwig recused.

XII. ADJOURNMENT

Meeting ended at 9:40pm.

Submitted by:

Approved by:

Gabriel Adams
City Clerk

Dwight Miller
Mayor

DRAFT

MINUTES OF THE SECOND REGULAR MEETING OF THE TRINIDAD CITY COUNCIL
WEDNESDAY, APRIL 26, 2017

I. CALL TO ORDER

- Mayor Pro-Tem Rotwein called the meeting to order at 6:00PM. Council members in attendance: West, Baker, Rotwein. ***Ladwig & Miller were absent.***
- City Staff in attendance: City Manager Dan Berman, City Clerk Gabriel Adams.

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion (West/Baker) to approve the agenda as written. Passed 3-0.

IV. ITEMS FROM THE FLOOR:

Dorothy Cox – Trinidad

Regarding Ocean Avenue encroachment issue, I hope and encourage someone will contact my neighbor Victoria soon. I understand construction equipment is in town working on the Lighthouse project and in case it can be used to do work on Ocean Avenue for a reduced cost, she should be notified immediately.

Ben Morehead – Trinidad Coastal Land Trust

The Land Trust is in contract with Green Diamond to secure an easement to Strawberry Rock. Requested a letter of support from the City. Presented at HCAOG meeting last week, and the more the City shows support for the Land Trust at those meetings, the more likely the Land Trust will be to win funding for special projects. Finally, please consider giving the Land Trust a permanent seat on the Trails committee, and consider the Land Trust a recipient for Occupancy Tax kick-back funding.

V. CONSENT AGENDA – No consent items.

VI. DISCUSSION/ACTION AGENDA

1. Budget Goals & Priorities Workshop

City Manager Berman explained that this is a workshop style discussion of goals and priorities for the City in the coming year. The discussion will provide important information for staff as we develop the 2017-18 Budget and Work Plan.

Councilmembers and the public are encouraged to come to the meeting ready to discuss and present a few broader goals or focus areas they want to see the City work on or work towards in the coming year, as well as specific project ideas – hopefully tied into broader goals.

To provide a context to frame the discussion, Berman outlined some major projects that the City has been grinding away on for many years and would like to be front-burnered again:

1. General Plan Update
2. STR Ordinance Implementation
3. OWTS Permit Program
4. Capital Asset Improvement Plan

The big, upcoming grant projects are the OPC/LID project, Van Wycke Trail reconstruction, and the Stormwater Phase II.

Council clarification/questions:

Rotwein: The bigger picture items in my mind are Public Safety, Administration, and Infrastructure.

West: How long does each OWTS permit take to issue, and will the capital improvement plan be developed by staff, or contract staff? Berman explained that OWTS permits could range from an hour to many hours to issue, depending on the complexity, history, and status of the system. The capital improvement plan would be authored by the City Engineer, but support work will be provided by full-time staff.

Baker: The OWTS Permit Program is a priority, why is it taking so long? The STR Permit process is substandard and needs to be held to higher municipal standards. Questioned whether street signage and striping is considered a capital improvement.

Rotwien: Read priorities submitted as public record from 2 residents; 1) Maintain healthy reserve, 2) Consultant v. Staff Planner, 3) STR Issues, 4) Review administrative costs. Also read Mayor Miller's top 3 priorities as submitted prior to the meeting; 1) public employee salary review, 2) additional support staff, and 3) increased Sheriff hours.

West: Priorities include OWTS Implementation, trail rehabilitation, enforcement of existing ordinances.

Public comment included:

Patti Fleschner – Trinidad

Suggested that if the Van Wycke Trail project ends up under budget then perhaps unused funds could be applied to the Lighthouse stabilization project. Saving the Lighthouse and Edwards Street bluff is the priority.

Dorothy Cox – Trinidad

Priorities; Enforce ordinances and public safety and STR enforcement.

John Hedrick – Trinidad

Priorities; OWTS Implementation, enforce ordinances, and Scenic Drive safety. Threatened the Council that if they don't take action he will go to the press ☺

Ben Morehead – Trinidad Coastal Land Trust

I support everyone's comments so far. Trails and Scenic Drive are good priorities that shouldn't fall off the list. Reminded the City that grant writing almost always pays for itself, and cited recent grant awards in Blue Lake and Arcata for recreation and infrastructure. Networking with other agencies to get projects done should also be used to help the city.

Council comments included:

Rotwien: Priorities are Public Safety, Enforcement, and OWTS/Water quality programs.

Baker: Are the city's reserves big enough? Also, we need to keep in mind that for every regulation passed, we need to be prepared to have the staff to enforce it. Berman explained that Trinidad has a healthy reserve related to its general fund budget, but relative to the cost of a catastrophic construction repair, it's not as impressive.

West: Additional priorities are the Lighthouse, working together with agencies, resolving the land transfer, resolve litigation, and get extra help to complete the big projects.

Rotwien: In summary, the **ongoing priorities** are; land transfer, litigation, save the lighthouse, and continuing partnerships.

The **project budget priorities** are:

- Refine enforcement systems; OWTS, STR Ordinance, View Protection, etc.
- OWTS project implementation
- Streets and Roads
- Trail improvements
- Increase Law Enforcement staffing

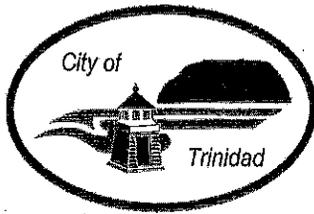
City Manager Berman reminded the Council of the pendulum shift that occurred when the Council changed their form of government in 2007, and to be careful not to overload the small staff. The alternative would be to involve community volunteers to assist the Council on various projects/committees. He also explained the difference between criminal enforcement and code enforcement, and how important it is to differentiate the two and consider discussing this with the Sheriff during upcoming contract negotiations.



CONSENT AGENDA ITEM 1

SUPPORTING DOCUMENTATION FOLLOWS WITH: 5 PAGES

1. Staff Activity Report for April 2017



*Dwight Miller, Mayor
Dan Berman, City Manager*

STAFF ACTIVITIES REPORT

May 2017

City Administration:

Law Enforcement Services. Our three year contract for law enforcement services with the Humboldt County Sheriff's Office (HCSO) expires this summer. Staff are reviewing a draft contract and costs provided by HCSO. The starting point will be the same staffing we have now of 1 FTE plus funds for an extra shift a week. Staff recommends the Public Safety Committee hold a focused Public Safety and Law Enforcement Services meeting as part of considering the new contract.

Staff's application for additional Measure Z funds for next year has been approved for funding by the Board of Supervisors in the amount of \$75,000. Staff are hopeful that next fall we will be able to use those funds to support a dedicated half time Deputy.

Our \$75,000 Measure Z grant from last year has been approved for use towards our existing contract and towards extra shifts to fill the days not covered by our regular Deputy. Deputy Mathieson has the extra weekly shift filled, and we expect to increase those shifts with the Measure Z funding. The additional on-site coverage hours varies from week to week, and will not be announced to the public. In addition to on-site assignment, law enforcement will continue to respond 24 hours a day/7 days/week to calls for service.

Staff are reviewing a recent incident with an overturned truck at Boat Launch Beach. It was called in Friday evening, but no decision was made to tow it until Saturday morning, when City staff were made aware of the situation. The responsible party has been identified and will be liable for the tow, as well as other costs. Staff are working with the Sheriff's Office and other agencies involved in spill prevention and response to make sure any vehicles in the surf, or other pollution threats, are removed immediately and not left overnight.

2017-18 Budget Process

The Council provided clear goals and priorities in our April 26th meeting. Staff intend to use the May 24th regular Council meeting as a focused budget meeting.

Trinidad Rancheria EA for the Harbor Property

This comment period is closed. The City and multiple other agencies and individuals submitted comment letters and are awaiting responses.

STR Ordinance

Coastal Commission staff have decided that releasing a draft staff report before their internal review is complete would be premature. We expect to see their staff report on May 19th. The City will likely wait until the June Commission meeting before considering our next step on the new Ordinance. Staff are currently reviewing existing licenses for possible extension through September 2017, as approved by Council in April.

Tsurai Study Area Settlement and Land Transfer.

The Coastal Conservancy's approval is required for the land transfer to go forward. There are four party discussions underway to try and meet their requests for that approval. The draft settlement (as conditionally approved by Council in December 2016) has not been signed by either TAS or the City.

Auditor recommendations for non-interest bearing cash accounts.

Staff is soliciting investment proposals from the City's current banking partners Tri-Counties & Morgan Stanley, and reviewing other options with the County Treasury, LAIF, and Raymond James Investments. The Morgan Stanley account has been folded into LAIF. Tri Counties are developing a proposal to increase the interest revenue generated from the significant funds held there. Cash assets are being moved from non-interest bearing accounts to LAIF in the meantime. Staff anticipate making recommendations to the Council in June.

Planning

General Plan/LCP Update - Planning Commission is holding extra meetings to review General Plan Elements/Chapters. Two stakeholder meetings on the Harbor Area Plan were held on April 17 at 1:00 pm and 6:00 pm. A detailed update memo was provided in the February 2017 meeting packet. Although the Planning Commission is somewhat behind the ambitious schedule presented in that memo, they did get through the entire Conservation and Open Space Element at a special meeting on April 25. In the meantime, staff is still working on updating the older elements with current information and will be incorporating the Planning Commission's input as it is available. Hopefully the more detailed review now, will help expedite future review of the revised elements.

View Restoration Permit process for Van Wycke St.

The applicants are working on obtaining a more detailed arborist report and pruning plan. However, the property on which the vegetation is located is for sale. Staff is hopeful that the applicants can start negotiations with the new owner that would lead to a mutually agreeable vegetation management plan and reduce or eliminate the need for further City involvement.

CalFire Water Line Extension

Tribal consultation letters were sent in accordance with SB18 on April 4. The Tribes have 90 days to respond, so the first Planning Commission hearing likely will not occur until July.

WATER SYSTEM

Install Streamflow Monitoring on Luffenholtz Creek (Water Fund)

This is under contract and will be installed this summer when flows drop.

Resolving Title at Water Plant The Water Plant was built on the old County road right of way, and that has never been cleaned up. The County has indicated they are open to helping us resolve this. Staff plan to propose this project in the budget and workplan for next year.

Asset Management System – (75% Water Fund) New Asset Management software is configured and installed at the Water Plant, and is already populated with data about many key components and maintenance of the Water Plant. Water Plant staff has completed remote training on use of the asset management system, the mobile work orders to be used in the field, and the water quality compliance reporting module. The program is up and running and staff is now using this for the maintenance scheduling and recordkeeping. The next step will be using the water quality module to complete the next round of water quality reporting for the State and the annual Consumer Confidence Report.

Capital Improvement Program (CIP) – (75% Water Fund) The Asset Management Software will help staff develop long range plans for future replacement of critical assets and to prioritize our long term maintenance and replacement efforts.

Water Filter Replacements – (Water Fund) – This emergency action is complete. The three main polishing filter trains at the Water Plant are all new (two are brand new, one is two years old) and working well.

Hazard mitigation – With the cooperation of Cal-Fire and staff hazardous ivy has been removed and vegetation fuel reduction has been performed on the majority of city property at the water plant.

Water accountability – Through various means, such as, aged meter replacement, identifying and addressing leaks, accounting for plant process water, and metering previously un-metered services staff continues to audit true water loss.

Operator certification – Recently staff members through California Dept. of Public Health examinations have achieved higher levels of certification in both water treatment and distribution system operation.

PUBLIC WORKS

Memorial Light House and Edwards St Slide The broken concrete ramp and old fencing atop the active landslide have been removed. Four boreholes have been drilled to establish depth to bedrock and soil profiles. Two of them have monitoring devices installed to measure ground movement at depth. Hydroseeding for erosion control and revegetation will occur early next week, wrapping up this phase of work on the site. This work is all included in our application for Disaster Relief Funding. PARSAC grant funding of \$10,000 is also being accessed for this project.

Town Hall Improvements. Scott Baker is assisting the city with prioritizing the remaining ADA improvements, including parking and the water fountain. Zero Waste Humboldt is applying for a grant to install a water bottle filling station, likely also in Town Hall. The Civic Club is asking the City to consider funding improvements to the Civic Club Room, which staff will include in upcoming budget discussions. Exterior maintenance issues are also being evaluated for next year's budget.

Trails Committee Applications for the Trinidad Trails Committee are on the agenda for the May 10th meeting.

Storm Damage Repairs –The storm drains off Scenic Drive just past the entrance to the Saunder's shopping complex that became disconnected in this winter's storms have been repaired. This was done as emergency work due to the threat to Scenic Drive. This is one of the projects for which staff have applied for Disaster Relief funding.

OWTS Permits Staff and the City Planner met in April to review the OWTS process and develop a workplan for getting OWTS permits done for the whole City. Staff are looking at how to spread the workload for this project across more people so it is not all on the City Planner. The City Planner is working on a step-by-step guide and compiling all the information needed to allow other staff to complete at least parts of the OWTS permits.

Firehouse Expansion Plans - are going out for bid this week.

GRANTS –

Van Wycke Trail – (Grant Funded) – Request for Scope Change approved by Caltrans. GHD is preparing the next stages of work for this project.

Clean Beaches Initiative OWTS Repair/Replacement Grant – The first round of repairs have been permitted and are being put out to bid as weather allows. Another round of outreach is underway to invite OWTS owners in the priority areas of Parker,

Luffenholtz and Joland Creeks to get their systems inspected and, if their system needs repairs, to apply to the Clean Beaches OWTS program for funding assistance.

ASBS Storm Water Management Improvement Project – The State Water Resources Control Board awarded the City approximately \$4 million in Prop 1 grant funds through the Storm Water Grant Program. is in the process of applying for additional grant and/or loan funding to meet the approximately \$450,000 grant match requirements.

Ocean Protection Council funded Citywide LID Planning and Construction Project Pre-construction work has begun including groundwater modeling and planning for the Ocean Friendly Garden component of the project. The modeling is being done to protect the stability and avoid saturation of the bluff area, by identifying where storm water should not be infiltrated. The project will construct storm water system improvements that were planned but not installed during phase 1 of the Storm Water Management Improvement project. Construction is planned for this summer on East, West, and Hector Streets. Additional tasks for this project include a LID hands-on workshops and demonstration project.

BUILDING DEPARTMENT

A complaint regarding permit violations at 407 Ocean was investigated. A correction (demolition) permit was issued and all required work was implemented. The project has been signed off.

A complaint regarding the former Church at the base of Westhaven Dr. was received and a letter requiring an inspection and updates from the property owner has been sent out. An inspection was conducted on May 4th and the Building Inspector is writing up a report of items needing work.

Alley widths and parking issues were reviewed with the Building Inspector, staff, and Council members. Staff are soliciting Calfire input, and considering how to ensure the alleys remain clear for emergency vehicles.

A final warning letter requiring action regarding unpermitted work (a carport) on Berry Rd. was issued.

Routine review of plans and specs for construction in town is ongoing.



CONSENT AGENDA ITEM 2

SUPPORTING DOCUMENTATION FOLLOWS WITH: 11 PAGES

2. Financial Status Reports for March 2017

City of Trinidad
Statement of Revenues and Expenditures - GF Revenue
From 3/1/2017 Through 3/31/2017

	Current Month	Year to Date	Total Budget - Original	% of Budget
Revenue				
41010	PROPERTY TAX - SECURED	0.00	43,434.18	91,500.00 (52.53)%
41020	PROPERTY TAX - UNSECURED	0.00	3,164.39	3,300.00 (4.11)%
41030	PROPERTY TAX - PRIOR SECURED	0.00	0.00	50.00 100.00)%
41040	PROPERTY TAX-PRIOR UNSECURED	0.00	19.24	0.00 0.00%
41050	PROPERTY TAX - CURRENT SUPPL	0.00	760.42	600.00 26.74%
41060	PROPERTY TAX-PRIOR SUPPL	0.00	72.90	200.00 (63.55)%
41071	MOTOR VEHICLES	0.00	523.29	1,000.00 (47.67)%
41110	PROPERTY TAX EXEMPTION	0.00	565.82	1,300.00 (56.48)%
41130	PUBLIC SAFETY 1/2 CENT	0.00	901.67	1,600.00 (43.65)%
41140	PROPERTY TAX - DOCUMENTARY RE	0.00	3,406.71	2,000.00 70.34%
41190	PROPERTY TAX ADMINISTRATION FE	0.00	(1,132.00)	(1,500.00) (24.53)%
41200	LAFCO Charge	0.00	(1,186.51)	(1,500.00) (20.90)%
41210	IN-LIEU SALES & USE TAX	0.00	0.00	12,000.00 100.00)%
41220	IN LIEU VLF	0.00	14,233.00	20,000.00 (28.84)%
42000	SALES & USE TAX	21,139.46	139,847.61	220,000.00 (36.43)%
43000	TRANSIENT LODGING TAX	0.00	124,250.62	140,000.00 (11.25)%
43100	TRANSIENT LODGING TAX-TBID	0.00	0.00	(10,000.00) 100.00)%
46000	GRANT INCOME	0.00	0.00	100,000.00 100.00)%
46100	Measure Z Grant Income	0.00	0.00	75,000.00 100.00)%
47310	VEHICLE LICENSE COLLECTION	0.00	164.45	0.00 0.00%
53010	COPY MACHINE FEE	13.00	44.74	30.00 49.13%
53020	INTEREST INCOME	161.92	3,356.21	5,000.00 (32.88)%
53090	OTHER MISCELLANEOUS INCOME	0.00	5,204.61	1,000.00 420.46%
54020	PLANNER- APPLICATION PROCESSIN	0.00	3,722.50	8,000.00 (53.47)%
54050	BLDG.INSP-APPLICATION PROCESSI	886.21	5,854.35	9,000.00 (34.95)%
54100	ANIMAL LICENSE FEES	15.00	105.00	200.00 (47.50)%
54150	BUSINESS LICENSE TAX	0.00	7,663.00	7,500.00 2.17%
54170	VDU License Fee (Vacation Dwelling Unit)	0.00	1,500.00	9,000.00 (83.33)%
54300	ENCROACHMENT PERMIT FEES	0.00	302.00	400.00 (24.50)%
56400	RENT - VERIZON	2,199.86	19,292.32	23,500.00 (17.91)%
56500	RENT - HARBOR LEASE	0.00	0.00	5,135.00 100.00)%
56550	RENT - PG& E	0.00	0.00	9,500.00 100.00)%
56650	RENT - SUDDENLINK	0.00	3,315.14	3,800.00 (12.76)%
56700	RENT - TOWN HALL	340.00	5,147.50	5,000.00 2.95%
59999	INTERDEPARTMENTAL TRANSFER INC	0.00	0.00	30,000.00 100.00)%
	Total Revenue	24,755.45	384,533.16	772,615.00 (50.23)%

City of Trinidad
Statement of Revenues and Expenditures - GF Expense
201 - GFAdmin
From 3/1/2017 Through 3/31/2017

		Current Month	Year to Date	Total Budget - Original	% of Budget
Expense					
60900	HONORARIUMS	200.00	2,150.00	3,500.00	38.57%
61000	EMPLOYEE GROSS WAGE	13,101.21	85,564.10	115,022.00	25.61%
61470	FRINGE BENEFITS	69.24	461.60	600.00	23.07%
65100	DEFERRED RETIREMENT	1,429.17	5,053.91	12,342.00	59.05%
65200	MEDICAL INSURANCE AND EXPENSE	1,084.01	9,690.87	14,801.00	34.53%
65250	Health Savings Program	10.73	96.57	0.00	0.00%
65300	WORKMEN'S COMP INSURANCE	0.00	21.45	3,451.00	99.38%
65500	EMPLOYEE MILEAGE REIMBURSEMENT	32.29	188.40	750.00	74.88%
65600	PAYROLL TAX	1,056.28	6,780.15	9,743.00	30.41%
65800	Grant Payroll Allocation	(109.08)	(3,131.79)	(6,000.00)	47.80%
68090	CRIME BOND	0.00	455.00	455.00	0.00%
68200	INSURANCE - LIABILITY	0.00	10,160.80	10,400.00	2.30%
68300	PROPERTY & CASUALTY	0.00	3,807.05	4,680.00	18.65%
71110	ATTORNEY-ADMINISTRATIVE TASKS	0.00	5,380.00	10,000.00	46.20%
71130	ATTORNEY-LITIGATION	0.00	0.00	10,000.00	100.00%
71160	ACCOUNTING	0.00	2,566.27	0.00	0.00%
71210	CITY ENGINEER-ADMIN. TASKS	0.00	5,310.95	2,000.00	(165.55)%
71310	CITY PLANNER-ADMIN. TASKS	12,645.65	44,926.87	45,000.00	0.16%
71410	BLDG INSPECTOR-ADMIN TASKS	1,080.00	5,675.22	4,500.00	(26.12)%
71420	BLDG INSPECTOR-PERMIT PROCESS	0.00	0.00	9,000.00	100.00%
71510	ACCOUNTANT-ADMIN TASKS	2,301.12	9,365.12	14,000.00	33.11%
71620	AUDITOR-FINANCIAL REPORTS	1,433.45	13,718.45	14,000.00	2.01%
72000	CHAMBER OF COMMERCE	0.00	1,379.04	16,200.00	91.49%
72100	BAD DEBTS	151.31	203.37	0.00	0.00%
75110	FINANCIAL ADVISOR/TECH SUPPORT	30.00	2,361.44	5,500.00	57.06%
75130	GARBAGE	0.00	141.21	0.00	0.00%
75160	LIBRARY RENT & LOCAL CONTRIB.	0.00	86.29	500.00	82.74%
75170	RENT	650.00	5,850.00	8,200.00	28.66%
75180	UTILITIES	780.12	7,456.18	9,000.00	17.15%
75190	DUES & MEMBERSHIP	0.00	125.00	500.00	75.00%
75200	MUNICIPAL/UPDATE EXPENSE	398.57	4,842.92	4,500.00	(7.62)%
75220	OFFICE SUPPLIES & EXPENSE	705.16	5,186.63	5,500.00	5.70%
75240	BANK CHARGES	10.00	20.00	250.00	92.00%
75300	CONTRACTED SERVICES	0.00	0.00	2,500.00	100.00%
75990	MISCELLANEOUS EXPENSE	(11,347.57)	263.89	500.00	47.22%
76110	TELEPHONE	140.57	1,101.56	2,000.00	44.92%
76130	CABLE & INTERNET SERVICE	102.73	2,648.45	3,300.00	19.74%
76150	TRAVEL	0.00	0.00	1,500.00	100.00%
78160	BUILDING REPAIRS & MAINTENANCE	0.00	124.00	0.00	0.00%
78170	SECURITY SYSTEM	0.00	0.00	1,500.00	100.00%
78190	MATERIALS, SUPPLIES & EQUIPMEN	0.00	73.65	1,500.00	95.09%
Total Expense		25,954.96	240,104.62	341,194.00	29.63%

City of Trinidad
Statement of Revenues and Expenditures - GF Expense
301 - Police
From 3/1/2017 Through 3/31/2017

		<u>Current Month</u>	<u>Year to Date</u>	<u>Total Budget - Original</u>	<u>% of Budget</u>
Expense					
61000	EMPLOYEE GROSS WAGE	782.35	5,499.63	5,330.00	(3.18)%
65100	DEFERRED RETIREMENT	51.66	51.66	222.00	76.73%
65300	WORKMEN'S COMP INSURANCE	0.00	0.00	160.00	100.00%
65600	PAYROLL TAX	60.09	414.82	425.00	2.40%
75170	RENT	650.00	5,850.00	8,200.00	28.66%
75180	UTILITIES	204.94	1,755.63	2,500.00	29.77%
75220	OFFICE SUPPLIES & EXPENSE	0.00	989.16	1,000.00	1.08%
75300	CONTRACTED SERVICES	0.00	7,450.00	226,500.00	96.71%
75350	ANIMAL CONTROL	113.00	1,017.00	1,500.00	32.20%
75990	MISCELLANEOUS EXPENSE	0.00	0.00	500.00	100.00%
76110	TELEPHONE	92.10	1,323.53	1,200.00	(10.29)%
78170	SECURITY SYSTEM	0.00	378.00	0.00	0.00%
78190	MATERIALS, SUPPLIES & EQUIPMEN	0.00	377.44	0.00	0.00%
Total Expense		<u>1,954.14</u>	<u>25,106.87</u>	<u>247,537.00</u>	<u>89.86%</u>

City of Trinidad
Statement of Revenues and Expenditures - GF Expense
401 - Fire
From 3/1/2017 Through 3/31/2017

		Current Month	Year to Date	Total Budget - Original	% of Budget
Expense					
60900	HONORARIUMS	150.00	1,350.00	1,800.00	25.00%
75180	UTILITIES	72.56	372.17	1,150.00	67.64%
75190	DUES & MEMBERSHIP	190.00	190.00	100.00	(90.00)%
75280	TRAINING / EDUCATION	0.00	200.00	400.00	50.00%
75300	CONTRACTED SERVICES	0.00	3,144.00	5,000.00	37.12%
76110	TELEPHONE	142.23	558.89	1,000.00	44.11%
76140	RADIO & DISPATCH	0.00	0.00	900.00	100.00%
78140	VEHICLE FUEL & OIL	27.64	144.38	350.00	58.75%
78150	VEHICLE REPAIRS	0.00	407.50	2,500.00	83.70%
78160	BUILDING REPAIRS & MAINTENANCE	137.17	202.25	1,000.00	79.78%
78190	MATERIALS, SUPPLIES & EQUIPMEN	337.04	864.65	2,500.00	65.41%
78200	EQUIPMENT REPAIRS & MAINTENANC	0.00	415.95	400.00	(3.99)%
Total Expense		<u>1,056.64</u>	<u>7,849.79</u>	<u>17,100.00</u>	<u>54.09%</u>

City of Trinidad
Statement of Revenues and Expenditures - GF Expense
501 - PW (Public Works)
From 3/1/2017 Through 3/31/2017

		Current Month	Year to Date	Total Budget - Original	% of Budget
Expense					
61000	EMPLOYEE GROSS WAGE	8,607.69	54,400.18	71,561.24	23.98%
61250	OVERTIME	0.00	0.00	500.00	100.00%
65100	DEFERRED RETIREMENT	1,033.77	6,180.46	8,891.13	30.49%
65200	MEDICAL INSURANCE AND EXPENSE	2,043.14	18,696.86	29,514.02	36.65%
65250	Health Savings Program	17.65	158.85	0.00	0.00%
65300	WORKMEN'S COMP INSURANCE	0.00	0.00	2,222.78	100.00%
65600	PAYROLL TAX	730.21	4,620.85	6,348.27	27.21%
65800	Grant Payroll Allocation	(3,010.47)	(19,255.98)	(22,500.00)	14.42%
71210	CITY ENGINEER-ADMIN. TASKS	0.00	7,269.00	6,000.00	(21.15)%
71250	CITY ENGINEER - PROJECT FEES	0.00	0.00	4,000.00	100.00%
75180	UTILITIES	0.00	106.51	0.00	0.00%
75200	MUNICIPAL/UPDATE EXPENSE	0.00	0.00	2,300.00	100.00%
75220	OFFICE SUPPLIES & EXPENSE	0.00	392.22	0.00	0.00%
75300	CONTRACTED SERVICES	0.00	75.00	24,000.00	99.69%
75370	UNIFORMS/PERSONAL EQUIP.	0.00	0.00	500.00	100.00%
76150	TRAVEL	0.00	55.00	0.00	0.00%
78100	STREET MAINT/REPAIR/SANITATION	53.94	199.19	7,500.00	97.34%
78120	STREET LIGHTING	377.23	3,441.60	4,500.00	23.52%
78130	TRAIL MAINTENANCE	0.00	337.07	3,500.00	90.37%
78140	VEHICLE FUEL & OIL	445.57	2,759.51	4,000.00	31.01%
78150	VEHICLE REPAIRS	0.00	1,754.66	2,500.00	29.81%
78160	BUILDING REPAIRS & MAINTENANCE	794.00	6,113.68	4,000.00	(52.84)%
78170	SECURITY SYSTEM	0.00	384.00	0.00	0.00%
78190	MATERIALS, SUPPLIES & EQUIPMEN	678.21	4,218.03	5,000.00	15.64%
78200	EQUIPMENT REPAIRS & MAINTENANC	0.00	0.00	1,000.00	100.00%
79150	WATER LINE REPAIR	20.00	20.00	0.00	0.00%
Total Expense		<u>11,790.94</u>	<u>91,926.69</u>	<u>165,337.44</u>	<u>44.40%</u>

City of Trinidad
Statement of Revenues and Expenditures - Monthly Reports
601 - Water
From 3/1/2017 Through 3/31/2017

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
Revenue					
42000	SALES & USE TAX	0.00	9,200.00	0.00	0.00%
53020	INTEREST INCOME	0.00	0.00	1,500.00	(100.00)%
53090	OTHER MISCELLANEOUS INCOME	0.00	962.61	2,500.00	(61.50)%
57100	WATER SALES	23,721.08	228,383.41	305,000.00	(25.12)%
57200	Water Sales - Wholesale	360.00	5,220.00	3,000.00	74.00%
57300	NEW WATER HOOK UPS	0.00	0.00	1,000.00	(100.00)%
57500	WATER A/R PENALTIES	707.78	(420.56)	1,000.00	(142.06)%
	Total Revenue	<u>24,788.86</u>	<u>243,345.46</u>	<u>314,000.00</u>	<u>(22.50)%</u>
Expense					
61000	EMPLOYEE GROSS WAGE	11,530.14	71,560.30	98,044.00	27.01%
61250	OVERTIME	0.00	0.00	500.00	100.00%
65100	DEFERRED RETIREMENT	1,363.15	8,106.68	11,766.00	31.10%
65200	MEDICAL INSURANCE AND EXPENSE	3,003.57	27,095.02	40,587.00	33.24%
65250	Health Savings Program	23.77	213.93	0.00	0.00%
65300	WORKMEN'S COMP INSURANCE	0.00	11.55	2,994.00	99.61%
65600	PAYROLL TAX	978.99	6,193.99	8,534.00	27.42%
65800	Grant Payroll Allocation	0.00	(1,932.17)	0.00	0.00%
68090	CRIME BOND	0.00	245.00	0.00	0.00%
68200	INSURANCE - LIABILITY	0.00	5,471.20	6,125.00	10.67%
68300	PROPERTY & CASUALTY	0.00	2,049.95	2,275.00	9.89%
71110	ATTORNEY-ADMINISTRATIVE TASKS	0.00	0.00	1,000.00	100.00%
71160	ACCOUNTING	0.00	1,381.85	0.00	0.00%
71210	CITY ENGINEER-ADMIN. TASKS	0.00	0.00	4,000.00	100.00%
71510	ACCOUNTANT-ADMIN TASKS	806.68	4,610.38	6,500.00	29.07%
71620	AUDITOR-FINANCIAL REPORTS	0.00	6,615.00	7,000.00	5.50%
72100	BAD DEBTS	0.00	221.77	350.00	36.64%
75180	UTILITIES	821.73	9,503.07	11,000.00	13.61%
75190	DUES & MEMBERSHIP	0.00	349.64	1,000.00	65.04%
75210	LICENSES & FEES	90.00	90.00	0.00	0.00%
75220	OFFICE SUPPLIES & EXPENSE	170.00	2,231.22	3,000.00	25.63%
75240	BANK CHARGES	0.00	20.00	0.00	0.00%
75280	TRAINING / EDUCATION	0.00	125.00	500.00	75.00%
75300	CONTRACTED SERVICES	0.00	0.00	25,000.00	100.00%
76110	TELEPHONE	160.26	954.27	1,800.00	46.98%
76130	CABLE & INTERNET SERVICE	0.00	584.21	750.00	22.11%
76160	LICENSES & FEES	0.00	923.80	2,750.00	66.41%
78120	STREET LIGHTING	0.00	0.00	1,600.00	100.00%
78140	VEHICLE FUEL & OIL	90.02	942.26	1,500.00	37.18%
78150	VEHICLE REPAIRS	0.00	33.09	2,000.00	98.35%
78160	BUILDING REPAIRS & MAINTENANCE	0.00	0.00	1,000.00	100.00%
78170	SECURITY SYSTEM	142.50	1,074.59	500.00	(114.92)%
78190	MATERIALS, SUPPLIES & EQUIPMEN	0.00	180.81	14,000.00	98.71%
78200	EQUIPMENT REPAIRS & MAINTENANC	0.00	145.00	1,000.00	85.50%
79100	WATER LAB FEES	660.00	3,073.00	3,500.00	12.20%
79120	WATER PLANT CHEMICALS	0.00	4,189.16	7,500.00	44.14%
79130	WATER LINE HOOK-UPS	0.00	0.00	1,000.00	100.00%
79150	WATER LINE REPAIR	0.00	12,466.88	15,000.00	16.89%
79160	WATER PLANT REPAIR	59,308.00	63,171.96	8,000.00	(689.65)%
90000	Capital Reserves	0.00	0.00	15,000.00	100.00%

City of Trinidad
 Statement of Revenues and Expenditures - Monthly Reports
 601 - Water
 From 3/1/2017 Through 3/31/2017

	Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
Total Expense	<u>79,148.81</u>	<u>231,902.41</u>	<u>307,075.00</u>	<u>24.48%</u>
Net Income	<u>(54,359.95)</u>	<u>11,443.05</u>	<u>6,925.00</u>	<u>65.24%</u>

City of Trinidad
Statement of Revenues and Expenditures - Monthly Reports
204 - IWM
From 3/1/2017 Through 3/31/2017

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
Revenue					
46000	GRANT INCOME	0.00	5,000.00	0.00	0.00%
47650	RECYCLING REVENUE	469.48	9,367.11	7,000.00	33.82%
56150	FRANCHISE FEES	0.00	0.00	6,000.00	(100.00)%
	Total Revenue	<u>469.48</u>	<u>14,367.11</u>	<u>13,000.00</u>	<u>10.52%</u>
Expense					
61000	EMPLOYEE GROSS WAGE	1,320.52	8,283.46	10,605.00	21.89%
65100	DEFERRED RETIREMENT	158.45	993.91	1,359.00	26.86%
65200	MEDICAL INSURANCE AND EXPENSE	388.39	3,614.07	5,825.00	37.96%
65250	Health Savings Program	3.50	31.50	0.00	0.00%
65300	WORKMEN'S COMP INSURANCE	0.00	0.00	340.00	100.00%
65600	PAYROLL TAX	113.13	709.43	971.00	26.94%
75120	WASTE RECYCLING PICKUP/DISPOSA	0.00	0.00	500.00	100.00%
75130	GARBAGE	0.00	11.60	0.00	0.00%
78100	STREET MAINT/REPAIR/SANITATION	0.00	16.80	0.00	0.00%
78190	MATERIALS, SUPPLIES & EQUIPMEN	0.00	899.25	1,200.00	25.06%
	Total Expense	<u>1,983.99</u>	<u>14,560.02</u>	<u>20,800.00</u>	<u>30.00%</u>
	Net Income	<u>(1,514.51)</u>	<u>(192.91)</u>	<u>(7,800.00)</u>	<u>(97.53)%</u>

City of Trinidad
Statement of Revenues and Expenditures - Monthly Reports
701 - Cemetery
From 3/1/2017 Through 3/31/2017

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
Revenue					
58100	CEMETERY PLOT SALES	0.00	4,245.00	9,500.00	(55.32)%
58150	Cemetery Plot Refunds	0.00	(1,410.00)	0.00	0.00%
	Total Revenue	<u>0.00</u>	<u>2,835.00</u>	<u>9,500.00</u>	<u>(70.16)%</u>
Expense					
61000	EMPLOYEE GROSS WAGE	1,667.82	10,409.70	13,291.00	21.68%
65100	DEFERRED RETIREMENT	200.10	1,256.01	1,718.00	26.89%
65200	MEDICAL INSURANCE AND EXPENSE	482.87	4,503.80	7,344.00	38.67%
65250	Health Savings Program	4.35	39.15	0.00	0.00%
65300	WORKMEN'S COMP INSURANCE	0.00	0.00	429.00	100.00%
65600	PAYROLL TAX	142.89	896.73	1,227.00	26.92%
75180	UTILITIES	91.36	444.40	750.00	40.75%
78190	MATERIALS, SUPPLIES & EQUIPMEN	0.00	0.00	500.00	100.00%
	Total Expense	<u>2,589.39</u>	<u>17,549.79</u>	<u>25,259.00</u>	<u>30.52%</u>
	Net Income	<u>(2,589.39)</u>	<u>(14,714.79)</u>	<u>(15,759.00)</u>	<u>(6.63)%</u>



CONSENT AGENDA ITEM 3

SUPPORTING DOCUMENTATION FOLLOWS WITH: 2 PAGES

3. Proclamation Recognizing May 2017 as Humboldt Bike Month

CONSENT AGENDA ITEM

Date: May 10th, 2017

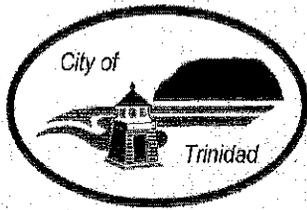
Item: Proclamation Recognizing May 2017 as Humboldt Bike Month

Summary:

The month of May is "National Bike Month" which promotes the bicycle as a means of transportation and recreation. HCOAG and other local agencies and partners are adopting similar proclamations, and are part of a Humboldt Bike Month Coalition that is hosting and sponsoring events throughout the month of May to promote Humboldt Bike Month.

Staff Recommendation:

Move that the City of Trinidad adopt the Proclamation recognizing May 2017 as Humboldt Bike Month.



*Dwight Miller, Mayo
Gabriel Adams, City Clerk*

**PROCLAMATION
of the City of Trinidad**

**RECOGNIZING MAY 2017 AS
HUMBOLDT BIKE MONTH**

WHEREAS, bicycling is part of the solution for addressing transportation needs, such as increasing mobility for youth and other people who do not drive, providing low-cost transportation options, and expanding alternative transportation that increases connectivity while reducing traffic congestion; and

WHEREAS, bicycle infrastructure takes up less land and costs less to build and maintain than automobile infrastructure. For Instance, twelve bake spaces fit into one car parking space; and

WHEREAS, bicycle travel helps improve air quality and can help us achieve the goals of the Global Warming Solutions Act of 2006, which requires California to reduce our greenhouse gas emissions 30 percent by 2020, and 80 percent by 2050;

WHEREAS, bicycle commuting promotes physical activity, which leads to better fitness and lower health care costs. Employees who commute by bicycle on average have less sick days and higher productivity; and

WHEREAS, Trinidad supports bicycle and pedestrian planning as a regional transportation priority; and

WHEREAS, the month of May is "National Bike Month" which promotes the bicycle as a means of transportation and recreation and May is also "Clean Air Month" which promotes air quality;

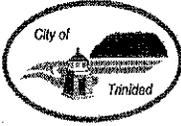
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Trinidad:

- I. Believes that achieving increased levels of bicycling and bicycle commuting is in the local, state, national and global interest; and
- II. Proclaims May 2017 as HUMBOLDT BIKE MONTH throughout Trinidad;
- III. Encourages adjacent jurisdictions to adopt similar proclamations in support of Bike Month.
- IV. Urges citizens to support and participate in these and other activities that contribute to the health of the community and the environment.

Attest:

Gabriel Adams
Trinidad City Clerk

Dwight Miller
Mayor, City of Trinidad



CONSENT AGENDA ITEM 4

SUPPORTING DOCUMENTATION FOLLOWS WITH: 5 PAGES

4. Approve Letter Allowing Strawberry Rock Gallery to Obtain an Alcohol License.

CONSENT AGENDA ITEM
Wednesday, May 10th, 2017

Item: Alcohol License for Strawberry Rock Gallery

SUMMARY

Suzanne Murphy, owner of the Strawberry Rock Gallery, has applied to the State for an alcohol license so they can serve alcohol inside the gallery at periodic events such as artist's receptions and Trinidad Arts Night.

The CA Dept. of Alcoholic Beverage Control considers this area to have an 'undue concentration' of alcohol licenses. The attached file shows 9 licenses in our Census Tract, largely from restaurants, the Casino, and the Ocean Grove Lodge. The State will not issue Suzanne a license unless the City provides a letter or resolution indicating that 'the public convenience or necessity would be served' by the issuance of this license.

Staff do not anticipate this license to create any difficulty for the City, and recommend that the Council approve the attached draft letter to satisfy the State's requirement.

Staff Recommendation:

Authorize staff to issue the attached letter and complete the attached forms indicating that the City has no objection to the issuance of this license.

Attachments:

Alcohol License Application Form
List of Nearby Licenses
Draft City Letter

INFORMATION AND INSTRUCTIONS -

SECTION 23958.4 B&P

- Instructions This form is to be used for all applications for original issuance or premises to premises transfer of licenses.
- Part 1 is to be completed by an ABC employee, given to applicant with pre-application package, with copy retained in holding file or applicant's district file.
 - Part 2 is to be completed by the applicant, and returned to ABC.
 - Part 3 is to be completed by the local governing body or its designated subordinate officer or body, and returned to ABC.

PART 1 - TO BE COMPLETED BY ABC

1. APPLICANT'S NAME Suzanne Murphy 616-9798
~~616-1884~~

2. PREMISES ADDRESS (Street number and name, city, zip code) 343 Main St., Trinidad

3. LICENSE TYPE 42

4. TYPE OF BUSINESS

<input type="checkbox"/> Full Service Restaurant	<input type="checkbox"/> Hofbrau/Cafeteria	<input type="checkbox"/> Cocktail Lounge	<input type="checkbox"/> Private Club
<input type="checkbox"/> Deli or Specialty Restaurant	<input type="checkbox"/> Comedy Club	<input type="checkbox"/> Night Club	<input type="checkbox"/> Veterans Club
<input type="checkbox"/> Cafe/Coffee Shop	<input type="checkbox"/> Brew Pub	<input type="checkbox"/> Tavern: Beer	<input type="checkbox"/> Fraternal Club
<input type="checkbox"/> Bed & Breakfast:	<input type="checkbox"/> Theater	<input type="checkbox"/> Tavern: Beer & Wine	<input type="checkbox"/> Wine Tasting Room
<input type="checkbox"/> Wine only <input type="checkbox"/> All			

<input type="checkbox"/> Supermarket	<input type="checkbox"/> Membership Store	<input type="checkbox"/> Service Station	<input type="checkbox"/> Swap Meet/Flea Market
<input type="checkbox"/> Liquor Store	<input type="checkbox"/> Department Store	<input type="checkbox"/> Convenience Market	<input type="checkbox"/> Drive-in Dairy
<input type="checkbox"/> Drug/Variety Store	<input type="checkbox"/> Florist/Gift Shop	<input type="checkbox"/> Convenience Market w/Gasoline	
<input type="checkbox"/> Other - describe:			

5. COUNTY POPULATION

6. TOTAL NUMBER OF LICENSES IN COUNTY
 On-Sale Off-Sale

7. RATIO OF LICENSES TO POPULATION IN COUNTY
 On-Sale Off-Sale

8. CENSUS TRACT NUMBER 102

9. NO. OF LICENSES ALLOWED IN CENSUS TRACT 6
 On-Sale Off-Sale

10. NO. OF LICENSES EXISTING IN CENSUS TRACT 9
 On-Sale Off-Sale

11. IS THE ABOVE CENSUS TRACT OVERCONCENTRATED WITH LICENSES? (i.e., does the ratio of licenses to population in the census tract exceed the ratio of licenses to population for the entire county?)

Yes, the number of existing licenses exceeds the number allowed

No, the number of existing licenses is lower than the number allowed

12. DOES LAW ENFORCEMENT AGENCY MAINTAIN CRIME STATISTICS?

Yes (Go to Item #13) No (Go to Item #20)

13. CRIME REPORTING DISTRICT NUMBER

14. TOTAL NUMBER OF REPORTING DISTRICTS

15. TOTAL NUMBER OF OFFENSES IN ALL REPORTING DISTRICTS

16. AVERAGE NO. OF OFFENSES PER DISTRICT

17. 120% OF AVERAGE NUMBER OF OFFENSES

18. TOTAL NUMBER OF OFFENSES IN REPORTING DISTRICT

19. IS THE PREMISES LOCATED IN A HIGH CRIME REPORTING DISTRICT? (i.e., has a 20% greater number of reported crimes than the average number of reported crimes as determined from all crime reporting districts within the jurisdiction of the local law enforcement agency)

Yes, the total number of offenses in the reporting district equals or exceeds the total number in item #17

No, the total number of offenses in the reporting district is lower than the total number in item #17

20. CHECK THE BOX THAT APPLIES (check only one box)

a. If "No" is checked in both Item #11 and item #19, Section 23958.4 B&P does not apply to this application, and no additional information will be needed on this issue. Advise the applicant to bring this completed form to ABC when filing the application.

b. If "Yes" is checked in either Item #11 or item #19, and the applicant is applying for a non-retail license, a retail bona fide public eating place license, a retail license issued for a hotel, motel or other lodging establishment as defined in Section 25503.16(b) B&P, or a retail license issued in conjunction with a beer manufacturer's license, or winegrower's license, advise the applicant to complete Section 2 and bring the completed form to ABC when filing the application or as soon as possible thereafter.

c. If "Yes" is checked in either item #11 or item #19, and the applicant is applying for an off-sale beer and wine license, an off-sale general license, an on-sale beer license, an on-sale beer and wine (public premises) license, or an on-sale general (public premises) license, advise the applicant to take this form to the local governing body or its designated subordinate officer or body to have them complete Section 3. The completed form will need to be provided to ABC in order to process the application.

Governing Body/Designated Subordinate Name: Trinidad City Council

FOR DEPARTMENT USE ONLY
PREPARED BY (Name of Department Employee) K. Spreen



**California Department of Alcoholic Beverage
Control
For the County of HUMBOLDT - (On-Sale Licenses)
and Census Tract = 102**

Report as of 11/6/2016

License Number	Status	License Type	Orig. Iss. Date	Expir Date	Primary Owner and Premises Addr.	Business Name	Mailing Address	Geo Code
1) 271573	ACTIVE	47	5/7/1992	3/31/2017	FLESHMAN, BETTY E 480 PATRICKS POINT DR TRINIDAD, CA 95570 Census Tract: 0102.00	OCEAN GROVE LODGE	PO BOX 873 TRINIDAD, CA 95570-0873	1200
2) 362149	ACTIVE	41	2/14/2000	1/31/2017	CHER AE HEIGHTS INDIAN COMMUNITY OF THE TRINIDAD R 1 BAY ST TRINIDAD, CA 95570 Census Tract: 0102.00	SEASCAPE RESTAURANT	PO BOX 630 TRINIDAD, CA 95570-0630	1206
3) 383225	ACTIVE	47	5/6/2002	4/30/2017	CHER AE HEIGHTS INDIAN COMMUNITY OF THE TRINIDAD R 27 SCENIC DR TRINIDAD, CA 95570 Census Tract: 0102.00	CHER AE HEIGHTS CASINO	PO BOX 610 TRINIDAD, CA 95570	1200
4) 388110	ACTIVE	47	6/17/2002	5/31/2017	TUCKS INC 100 MOONSTONE BEACH RD TRINIDAD, CA 95570 Census Tract: 0102.00	MOONSTONE GRILL	791 8TH ST, STE H ARCATA, CA 95521	1200
5) 391145	ACTIVE	41	9/12/2002	8/31/2017	GORICK, KAREN MARIE 807 PARKER ST TRINIDAD, CA 95570 Census Tract: 0102.00	TRINIDAD BAY EATERY & GALLERY	PO BOX 737 TRINIDAD, CA 95570	1206
6) 412705	ACTIVE	41	7/15/2004	6/30/2017	VASTERLING, ALICE HOWE 363 TRANSIT AVE TRINIDAD, CA 95570 Census Tract: 0102.00	BEACHCOMBERS CAFE	1602 OLD ARCATA RD BAYSIDE, CA 95524-9301	1206
7) 505240	ACTIVE	80	12/16/2010 8:54:41 AM	12/31/2016	HIEGERT, GARY THOMAS 3452 PATRICKS POINT DR TRINIDAD, CA 95570-9782 Census Tract: 0102.00	LOST WHALE INN		1200
8) 523295	ACTIVE	41	9/17/2012 2:13:14 PM	8/31/2017	VANDERPOOL, CHARLES MATTHEW 355 MAIN ST TRINIDAD, CA 95570 Census Tract: 0102.00	LIGHTHOUSE GRILL THE	PO BOX 902 TRINIDAD, CA 95570-0902	1206
9) 545577	ACTIVE	41	7/21/2014 11:12:51 AM	6/30/2017	LARRUPIN CAFE LLC THE 1658 PATRICKS POINT DR TRINIDAD, CA 95570-9706 Census Tract: 0102.00	LARRUPIN CAFE	PO BOX 1130 TRINIDAD, CA 95570	1200

(e allowed
--- End of Report ---

For a definition of codes, view our [glossary](#).

Also Tasting Rooms: Moonstone Crossing
Bergeron Winery

CONSENT AGENDA ITEM
Wednesday, May 10th, 2017

Item: Alcohol License for Strawberry Rock Gallery

SUMMARY

Suzanne Murphy, owner of the Strawberry Rock Gallery, has applied to the State for an alcohol license so they can serve alcohol inside the gallery at periodic events such as artist's receptions and Trinidad Arts Night.

The CA Dept. of Alcoholic Beverage Control considers this area to have an 'undue concentration' of alcohol licenses. The attached file shows 9 licenses in our Census Tract, largely from restaurants, the Casino, and the Ocean Grove Lodge. The State will not issue Suzanne a license unless the City provides a letter or resolution indicating that 'the public convenience or necessity would be served' by the issuance of this license.

Staff do not anticipate this license to create any difficulty for the City, and recommend that the Council approve the attached draft letter to satisfy the State's requirement.

Staff Recommendation:

Authorize staff to issue the attached letter and complete the attached forms indicating that the City has no objection to the issuance of this license.



CONSENT AGENDA ITEM 5

SUPPORTING DOCUMENTATION FOLLOWS WITH: 3 PAGES

5. Adopt Resolution 2017-05 Authorizing Trinidad's Membership in the Humboldt County Solid Waste Local Task Force

CONSENT AGENDA ITEM
Wednesday, May 10th, 2017

Item: Adopt Resolution 2017-05 Authorizing Trinidad's Membership in the Humboldt County Solid Waste Local Task Force

RECOMMENDATION:

Adopt the attached resolution (2017-05) authorizing Trinidad's membership in the Humboldt County Solid Waste Local Task Force and clarifying the membership, roles, and responsibilities of the Local Task Force.

Background:

The California Integrated Waste Management Act of 1989 (AB939), as amended, mandates each county to convene a task force to assist in the implementation of the integrated management of solid waste. In 2003 the Humboldt Waste Management Authority Board, representing the county and by a majority of the cities within the county, re-structured the membership of the Solid Waste Local Task Force.

The attached resolution was developed by the Solid Waste Local Task Force (LTF) members, and seeks to restate the membership of the LTF and clarify the roles and responsibilities of the LTF members and jurisdictions. The LTF shall be composed of the total of eight (8) members, such that the City Manager of each city jurisdiction and the County Administrative Officer in Humboldt County shall be entitled to designate one representative to the LTF.

Each member entity is being asked to adopt the identical resolution language, a majority of the members have already done so.

DISCUSSION: The purpose of said Solid Waste Local Task Force is to:

- (a) Assist in coordinating the review, revision and implementation of county and city source reduction and recycling elements, household hazardous waste elements, and non-disposal facility elements;
- (b) Review the county-wide siting element;
- (c) Ensure a coordinated and cost-effective regional integrated system for the management of waste by:

Identifying new and ongoing solid waste management issues of county-wide or regional concern.

Assisting, advising, and facilitating the development of solid waste collection systems, processing facilities, and marketing arrangements that can serve more than one local jurisdiction within the region.

To the extent possible, facilitating resolution of conflicts and inconsistencies between or among city and county source reduction and recycling elements, household hazardous waste elements, and non-disposal facility elements.

(d) Develop goals, policies and procedures which are consistent with the guidelines and regulations adopted by the CalRecycle to guide the development of the county-wide integrated waste management plan.

(e) Review and comment, as required by the Local Enforcement Agency and CalRecycle, on proposed actions, programs and facilities which affect the management of solid waste and diverted materials in Humboldt County.

(f) Provide a forum for the public discussion of solid waste management, waste reduction, and recycling issues.

(g) Provide advice and other advisory tasks as requested by the jurisdictions of Humboldt County.

BUDGET/FISCAL IMPACT:

No direct budget impact from this action. City participation with the LTF requires some staff time, but it assists in meeting required waste management mandates from the State.

Staff Recommendation:

Adopt Resolution 2017-05 Authorizing Trinidad's Membership in the Humboldt County Solid Waste Local Task Force

Attachments:

- 1) Resolution 2017-05 Authorizing Trinidad's Membership in the Humboldt County Solid Waste Local Task Force

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

Dwight Miller, Mayor
Gabriel Adams, City Clerk



RESOLUTION NO: 2017-05

RESOLUTION OF THE TRINIDAD CITY COUNCIL DESIGNATING MEMBERSHIP STRUCTURE OF THE HUMBOLDT COUNTY SOLID WASTE LOCAL TASK FORCE

WHEREAS, the California Integrated Waste Management Act of 1989 (AB939), as amended, mandates each county to convene a task force to assist in the implementation of the integrated management of solid waste; and

WHEREAS, the membership of the task force, in accordance with Public Resources Code, Section 40950, is to be determined by "the county and by a majority of the cities within the county which contain a majority of the population of the incorporated area of the county"; and

WHEREAS, in 2003 the Humboldt Waste Management Authority Board, representing the county and by a majority of the cities within the county containing a majority of the population of the incorporated area of the county, re-structured the membership of the Solid Waste Local Task Force through approval of Resolution 2003-4, who then periodically convened; and

WHEREAS, at the September 29, 2016, Solid Waste Local Task Force members expressed their wish to restate the membership of the Solid Waste Local Task Force and clarify the roles and responsibilities of the Solid Waste Local Task Force members and jurisdictions.

NOW THEREFORE, BE IT RESOLVED by the City Council that the Integrated Solid Waste Management Task Force, a.k.a. Solid Waste Local Task Force (LTF), is hereby established as follows:

1. AUTHORITY

The Solid Waste Local Task Force is formed pursuant to Public Resources Code, Section 40950. The Solid Waste Local Task Force is created and its members appointed by resolution of the Humboldt County Board of Supervisors, which has the authority to establish and disband the Solid Waste Local Task Force on Integrated Waste Management.

2. PURPOSE

The purpose of said Solid Waste Local Task Force is to:

- (a) Assist in coordinating the review, revision and implementation of county and city source reduction and recycling elements, household hazardous waste elements, and non-disposal facility elements;
- (b) Review the county-wide siting element;
- (c) Ensure a coordinated and cost-effective regional integrated system for the management of waste by:

Identifying new and ongoing solid waste management issues of county-wide or regional concern.

Assisting, advising, and facilitating the development of solid waste collection systems, processing facilities, and marketing arrangements that can serve more than one local jurisdiction within the region.

To the extent possible, facilitating resolution of conflicts and inconsistencies between or among city and county source reduction and recycling elements, household hazardous waste elements, and non-disposal facility elements.

(d) Develop goals, policies and procedures which are consistent with the guidelines and regulations adopted by the CalRecycle to guide the development of the county-wide integrated waste management plan.

(e) Review and comment, as required by the Local Enforcement Agency and CalRecycle, on proposed actions, programs and facilities which affect the management of solid waste and diverted materials in Humboldt County.

(f) Provide a forum for the public discussion of solid waste management, waste reduction, and recycling issues.

(g) Provide advice and other advisory tasks as requested by the jurisdictions of Humboldt County.

3. MEMBERSHIP & ALTERNATES

The Solid Waste Local Task Force shall be composed of the total of eight (8) members, such that the City Manager of each city jurisdiction and the County Administrative Officer in Humboldt County shall be entitled to designate one representative to the LTF. This designated representative may be, but is not required to be, the jurisdiction's staff person who handles waste reduction matters for the agency.

Any duly appointed representative may appoint an alternate representative to attend and to participate in any official LTF activity.

4. TERM OF OFFICE

The term of any staff person serving as a representative will not exceed the term of their employment with the jurisdiction.

5. OFFICERS AND DUTIES

A Chairperson and Vice-Chairperson shall be elected annually by the members at the first meeting of each calendar year by a simple majority of the local task force representatives present. The Vice-Chair person shall assume the responsibilities of the Chairperson in his/her absence. Either the Chairperson or the Vice-Chairperson shall attend each meeting of the local task force.

6. ATTENDANCE

Solid Waste Local Task Force members are expected to regularly attend and participate in scheduled meetings. The absence of a task force representative, or their alternate, shall be cause for the Chairperson to contact the jurisdiction representative to discuss participation in the meetings. Whenever a representative, or their alternate, fails to attend three (3) consecutive meetings, without good cause, the Chairperson will contact the City Manager, or in the case of the County, the County Administrative Officer of the jurisdiction to request a new representative.

The jurisdiction represented by the member will have 90 days to designate a representative.

7. QUORUM

A quorum shall consist of a minimum of five (5) Solid Waste Local Task Force members.

8. VOTING

Each representative shall have one vote, with a simple majority of votes needed to constitute action. Voting by proxy is not permitted.

9. MEETINGS

The Solid Waste Local Task Force shall meet at least annually, with additional meetings as necessary. The meeting place and time will be as agreed upon by the members.

The Chairperson will call the meeting and notify the members. The member agency representative hosting the meeting will post the meetings in accordance with the Brown Act.

10. MEETING AGENDAS

Meeting agendas, for all regular Solid Waste Local Task Force meetings, shall be transmitted in advance, in writing to all Solid Waste Local Task Force representatives and other interested persons who have submitted a request in writing. Agendas will be developed by the Chair, or if unavailable, the Vice-Chair.

Agendas must be presented in their final form, electronically, to the representative of the member agency hosting the upcoming meeting no later than ten to five (10-5) working days prior to a scheduled meeting. Where appropriate and feasible, reports and other informational material should be submitted concurrently with the proposed agenda.

The representative of the member agency will post agendas in accordance with Brown Act requirements, and Section 14..

Agendas and supporting documents should be emailed by the Chairperson, or Vice-Chairperson, to Solid Waste Local Task Force members a minimum of 72-hours in advance of the meeting. An E-mail distribution will be used for the distribution of agendas and appropriate documents.

11. OFFICIAL ACTION

All official action by the Solid Waste Local Task Force shall be recorded by meeting minutes that have been reviewed and approved by the Solid Waste Local Task Force.

Following review and approval, meeting minutes shall be submitted to the County of Humboldt for permanent recordkeeping retention. It is the responsibility of the Solid Waste Local Task Force to ensure that the County of Humboldt receives the most current meeting minutes.

12. ADMINISTRATIVE SUPPORT

Administrative support shall be divided up among the agencies represented in the Solid Waste Local Task Force.

13. COMMITTEES

The members of the Solid Waste Local Task Force may from time to time create committees as needed to assist with the business of the Solid Waste Local Task Force, including but not limited to a citizens advisory committee, consisting of members of the general public, and a technical advisory committee, consisting of members with expertise in waste management and waste reduction. The purpose, term and composition of any such committees shall be at the pleasure of the Solid Waste Local Task Force.

14. NOTICE & POSTINGS OF MEETINGS

Notice of the meetings shall be provided to all Solid Waste Local Task Force representatives by mail, fax or e-mail.

Notice of the meetings will be posted by the City of Eureka at their regular posting location and at the meeting location:

Posting Location: Eureka City Hall
501 K Street
Eureka, CA 95501

Regular Meeting Location: Adorni Center
1011 Waterfront Drive
Eureka, CA 95501

Solid Waste Local Task Force members are encouraged to provide a courtesy posting of the agenda in their respective communities for additional public participation.

The Regular Meeting Location is subject to change by vote of the Solid Waste Local Task Force, and will be noticed on the posted agenda.

15. PROCEDURES

The Solid Waste Local Task Force shall carry out its functions in accordance with procedures that are consistent with State and local law.

16. STANDARDS OF ETHICS AND CONDUCT

Responsibilities of Public Office

Individuals appointed to the Solid Waste Local Task Force are agents of the public and serve for the benefit of the public. They shall uphold and act in accordance with the Constitution of the United States of America, and the Constitution of the State of California.

All members of the Solid Waste Local Task Force shall be required to complete the Conflict of Interest forms, entitled "Statement of Economic Interests for Designated Officials and Employees", Form 700 of the Fair Political Practices Commission (FPPC). Forms must be filed annually with the Humboldt County Clerk of the Board.

17. MEMBERSHIP AMENDMENTS

Pursuant to Public Resources Code, Section 40950, membership of the Solid Waste Local Task Force is to be determined by the County and majority of cities within the county which contain a majority of the population of the incorporated area of the county.

Proposed membership amendments may be considered by the Solid Waste Local Task Force, with recommended amendment(s) circulated to the County and jurisdictions for consideration. Jurisdictions that contain a majority of the population of the incorporated area of the County are required to vote in the affirmative to modify the membership. The final vote(s) will then be forwarded to the Humboldt County Board of Supervisors for revision of this resolution.

18. REPEAL

With the adoption of this resolution, all prior resolutions regarding the subject of the Solid Waste Local Task Force are hereby repealed.

PASSED AND ADOPTED BY THE TRINIDAD CITY COUNCIL of Humboldt County of the State of California this 10th day of May, 2017.

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

Ayes:
Noes:
Absent:
Abstain:

Attest:

Gabriel Adams
Trinidad City Clerk

Dwight Miller
Mayor



CONSENT AGENDA ITEM 6

SUPPORTING DOCUMENTATION FOLLOWS WITH: 5 PAGES

6. Adopt Resolution 2017-06 Authorizing Trinidad's Inclusion in the Renewal of the Humboldt County Tourism Business Improvement District (HCTBID)

CONSENT AGENDA ITEM
Wednesday, May 10th, 2017

Item: Adopt Resolution 2017-06 Authorizing Trinidad's Inclusion in the Renewal of the Humboldt County Tourism Business Improvement District (HCTBID)

RECOMMENDATION:

Adopt the attached resolution granting consent to the County of Humboldt to renew the Humboldt County Tourism Business Improvement District (HCTBID) and include the City of Trinidad in the HCTBID.

DISCUSSION:

Local lodging owners voted to create the Humboldt County Tourism Business Improvement District (HCTBID) in 2012, and are now seeking to renew it for ten years. The HCTBID is funded with a 2% tax on short term lodging. The funding goes to efforts to promote tourism, both at a local and regional level. This 2% tax is separate from, and in addition to, the 10% Transient Occupancy Tax collected by Trinidad.

The 2% HCTBID funds are collected by the City, who then passes them on to the Humboldt Lodging Alliance on a quarterly basis.

In order to renew the HCTBID, a majority of the businesses paying the assessment must petition the City for HCTBID renewal (by amount paid). That majority has been reached in the City, as well as on the larger Countywide scale, indicating that a majority (by amount paid) of lodging owners want to continue the HCTBID.

The County of Humboldt has requested by resolution (attached) the inclusion of the City of Trinidad in the HCTBID. The County of Humboldt has requested consent to act as the lead jurisdiction in renewing the HCTBID. Adopting this resolution will give the County of Humboldt authority to include the City of Trinidad in the renewed HCTBID. To renew the HCTBID, the County of Humboldt will follow the renewal proceedings specified by law, including accepting petitions, adopting a resolution declaring its intention to renew the HCTBID, holding a public meeting and public hearing to allow for comments, and adopting a resolution renewing the HCTBID.

There are two new aspects of the HCTBID that benefit Trinidad. First, the City can recover our staff time handling this money through an incidental fee (1% of the HCTBID funds that pass through our office). More importantly, 60% of the funds collected in Trinidad are designated to support local Trinidad Area projects through what is essentially a small grant program.

Attached is a map that defines the boundary of the renewed HCTBID.

BUDGET IMPACT:

Adopting this resolution will have no immediate fiscal impact. The HCTBID, if renewed, will work to bring visitors to the City, potentially increasing transient occupancy and sales tax revenues. To cover our costs handling these funds, the City will be paid a fee equal to one

percent (1%) of the assessment collected from businesses within the HCTBID in the City of Trinidad.

Adopting this resolution will have minor administrative impact. The City Clerk will be directed to forward a copy of the adopted resolution to the Humboldt County Clerk of the Board. With eventual HCTBID renewal, the City will continue to be responsible for collecting the assessment funds on a quarterly basis and forward collections to the Humboldt Lodging Association.

Staff Recommendation:

Approve Resolution 2017-06 Granting Consent to the County of Humboldt to Renew the HCTBID in the City of Trinidad

Attachments:

- 1) Resolution 2017-06 of the City of Trinidad Granting Consent to the County of Humboldt to Renew the HCTBID
- 2) Resolution of the County of Humboldt Requesting Consent from the Cities of Arcata, Eureka, Ferndale, Fortuna, Rio Dell and Trinidad to Renew the HCTBID
- 3) HCTBID Boundary Map

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

Dwight Miller, Mayor
Gabriel Adams, City Clerk



RESOLUTION NO. 2017-06

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TRINIDAD, STATE OF CALIFORNIA, GRANTING CONSENT TO THE COUNTY OF HUMBOLDT TO RENEW THE HUMBOLDT COUNTY TOURISM BUSINESS IMPROVEMENT DISTRICT (HCTBID)

WHEREAS, the County of Humboldt is beginning the process to renew the Humboldt County Tourism Business Improvement District (HCTBID) pursuant to the Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600, et seq., to promote tourism and the lodging businesses in Humboldt County; and

WHEREAS, the Board of Supervisors of the County of Humboldt has requested consent to renew the HCTBID in the City of Trinidad with adoption of Humboldt Board of Supervisors Resolution No. 17-27, dated March 21, 2017;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Trinidad, that:

Section 1: The above recitals are true and correct.

Section 2: The City Council consents to the County of Humboldt renewing the HCTBID, which District shall include the City of Trinidad.

Section 3: The Clerk of the City Council is hereby directed to transmit a certified copy of this Resolution to the City Clerk of the County of Humboldt Board of Supervisors.

Section 4: This Resolution is effective upon its adoption.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Trinidad, State of California, held on this 10th day of May, 2017 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Attest:

Gabriel Adams
Trinidad City Clerk

Dwight Miller
Mayor

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA
Certified copy of portion of proceedings, Meeting of March 21, 2017

RESOLUTION NO. 17-27

**RESOLUTION REQUESTING CONSENT OF THE CITIES OF ARCATA, EUREKA,
FERNDALE, FORTUNA, RIO DELL, AND TRINIDAD TO RENEW THE HUMBOLDT
COUNTY TOURISM BUSINESS IMPROVEMENT DISTRICT**

WHEREAS, the Board of Supervisors of the County of Humboldt desires to begin proceedings to renew the Humboldt County Tourism Business Improvement District ("District"); and

WHEREAS, certain tourism business owners have requested that the Board of Supervisors of the County of Humboldt renew the District; and

WHEREAS, a portion of the territory proposed to be included in the renewed District lies within the boundaries of the cities of Arcata, Eureka, Ferndale, Fortuna, Rio Dell, and Trinidad (the "cities"), as shown on the map attached hereto as Exhibit A and incorporated herein by such attachment; and

WHEREAS, the area of the cities which lies within the boundaries of the proposed renewed District will, in the opinion of the Board, be benefited by the improvements and activities, and the purpose sought to be accomplished by the work can best be accomplished by a single comprehensive scheme of work.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS THAT:

Section 1: The above recitals are true and correct.

Section 2: Consent of the cities, through their city councils, is hereby requested to create the District, and to grant to the Board jurisdiction for all the purposes in connection with creation, operation and future renewals of the proposed District.

Section 3: The Clerk of the Board is hereby directed to transmit a certified copy of this Resolution to the city clerks of the cities of Arcata, Eureka, Ferndale, Fortuna, Rio Dell, and Trinidad.

Dated: March 21, 2017



VIRGINIA BASS, Chair
Humboldt County Board of Supervisors

Adopted on motion by Supervisor Fennell, seconded by Supervisor Sundberg, and the following vote:

AYES:	Supervisors	Sundberg, Fennell, Bass, Bohn, Wilson
NAYS:	Supervisors	--
ABSENT:	Supervisors	--
ABSTAIN:	Supervisors	--

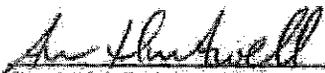
BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT, STATE OF CALIFORNIA
Certified copy of portion of proceedings, Meeting of March 21, 2017

RESOLUTION NO. 17-27

STATE OF CALIFORNIA)
County of Humboldt)

I, KATHY HAYES, Clerk of the Board of Supervisors, County of Humboldt, State of California, do hereby certify the foregoing to be an original made in the above-entitled matter by said Board of Supervisors at a meeting held in Eureka, California.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Board of Supervisors.



By ANA HARTWELL
Deputy Clerk of the Board of Supervisors of the
County of Humboldt, State of California

City of Trinidad

From: Tony Smithers [tony@redwoods.info]
Sent: Tuesday, January 10, 2017 2:31 PM
To: citymanager@trinidad.ca.gov; cityclerk@trinidad.ca.gov
Cc: Gina T
Subject: Humboldt County Tourism Business Improvement District
Attachments: HLA REPORT 2017.pdf

Dear Dan and Gabe:

The Humboldt Lodging Alliance is embarking on the renewal of the Humboldt County Tourism Business Improvement District, which is set to expire this coming June 30, 2017. We are beginning a petition drive of all the assessed businesses, which we hope to have complete by the first week of February. By this email, I would like to inform you of relevant dates in the renewal process, as well as to request your assistance specific to the inclusion of Trinidad lodging properties in the renewed district. The key dates are:

First week of February: Certification of Trinidad petitions. We will collect petitions from Trinidad hoteliers, innkeepers, rental owners, etc. and deliver them to you. Gabe will then (please) calculate the percentage of Trinidad's annual assessment collection that is represented by the petitions received, and prepare an official report of this percentage for Humboldt County Treasurer/Tax Collector John Bartholomew. (The report should have the percentage as well as the actual dollar figure of the assessment represented by the received petitions).

February 28: County Board of Supervisors Hearing; to adopt the Resolution of Intention and the Resolution Requesting Consent.

March 1-April 17: City Councils adopt a Resolution of Consent. This gives County of Humboldt jurisdiction as the lead agency of the Humboldt County Tourism Business Improvement District. I will be in touch to plan/confirm the date you set for your City Council to address this. A draft Resolution of Consent will be forwarded to you by Gina Trechter with Civitas Advisors, the consulting firm engaged by the Humboldt Lodging Alliance to assist with district renewal.

March 28: County Board of Supervisors Public Meeting—To receive public input for and against renewing the district.

April 18: County Board of Supervisors Public Hearing—At which the Resolution of Formation will be adopted.

Assuming all goes as expected, the new district will go into effect on July 1, 2017. Following are some points of information which you may find of interest:

- The renewed district will be in effect for 10 years.
- The assessment rate remains at two percent.

- As before, the cities will collect the assessment along with the transient occupancy tax. They will forward the assessment to the Humboldt Lodging Alliance, less a one percent collection fee.
- The new district will radically change how the funds are distributed. 60 percent of the assessment will now go to Community Tourism Projects in the jurisdictions in which the funds are collected. There will now be more than twice the funds available for your city's representatives on the HLA board to award to local events, projects and organizations that help tourism in your community.

The Humboldt Lodging Alliance has prepared a Report of Accomplishments, which I have attached to this email. Upon request, I can also send you the updated Management District Plan and HCTBID Petition which your hoteliers will be receiving soon.

Thank you for your help—we look forward to continuing the strong growth of Humboldt County tourism!

Sincerely,



Tony Smithers, Executive Director
Eureka-Humboldt Visitors Bureau
& Administrator, Humboldt Lodging Alliance
w. 707-444-6635
m. 707-832-6332
f. 707-443-5115
tony@redwoods.info
www.redwoods.info

Humboldt County

Tourism Business
Improvement District



CIVITASADVISORS.COM

101

SISKIYOU
COUNTY

Trinidad

McKinleyville

Arcata

299

PACIFIC
OCEAN

Eureka

HUMBOLDT
COUNTY

TRINITY
COUNTY

Fortuna

Ferndale

Rio Dell

101



TBID Boundary



DISCUSSION AGENDA ITEM 1

SUPPORTING DOCUMENTATION FOLLOWS WITH: 8 PAGES

1. Appoint Members to the Trinidad Trails Committee

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

Dwight Miller, Mayor
Gabriel Adams, City Clerk



TRINIDAD TRAILS ADVISORY COMMITTEE

VOLUNTEERS NEEDED

The City of Trinidad is searching for volunteers to form a standing Trails Committee to serve in an advisory capacity to the Council, Commissions, or City Staff as appropriate, in matters relating to or affecting trails in the City of Trinidad; including

- To make recommendations to City Staff on the management, maintenance, and repair of trails in the City of Trinidad.
- To make recommendations during the environmental review process on projects that may involve or affect trails in the City of Trinidad; and
- To provide a forum for community engagement, outreach, and education regarding trails.

COMMITTEE COMPOSITION & MEETINGS:

Meetings will be held quarterly, and publicly noticed in accordance with the Brown Act, and open to all. Membership of the Trails committee shall be appointed by the City Council, and shall be composed of the following representatives:

- (1) City Councilmember (Committee Chair)
- (1) Planning Commissioner
- (2) General Public representatives
- (1) Tribal representative of the Yurok Tribe
- (1) Tribal representative of the Trinidad Rancheria
- (1) Visitor Services/Business Community representative

The Public Works Director, or his designee, shall serve as primary staff liaison to the Trails Committee.

If you'd like to be considered for this committee, please send a very brief letter of interest to the City of Trinidad at the contact information below. Make sure your letter includes your name, address, telephone number so we're able to contact you. Deadline is Wednesday, May 03, 2017, 2:00pm.

Mail to: City of Trinidad, P.O. Box 390, Trinidad, CA, 95570
Deliver to: 409 Trinity Street, Trinidad, CA 95570
Email to: cityclerk@trinidad.ca.gov

ACTION AGENDA ITEM

Wednesday, May 10th, 2017

Item: Trails Committee Membership

Summary:

The Council has approved a charter and a membership framework for a standing Trails Committee. That Charter is attached and provides for the composition, purpose, and goals of the Trails Committee. The membership framework is:

- (1) City Councilmember (committee chair)
- (1) Planning Commissioner
- (2) General Public representatives*
- (1) Yurok Tribe Representative
- (1) Trinidad Rancheria Representative
- (1) Visitor Services Representative

*The Council indicated that in the event two City residents do not apply for the general public seats, one can be appointed from the Greater Trinidad Area.

The City invited interested parties to submit a letter of interest. The following 5 letters have been received and are included:

- Jonna Kitchen (applied as Visitor Services – also a City resident)
- Gail Kenny (Resident)
- Zack Brown (Trinidad Rancheria Tribal Council Member)
- Ben Morehead, Executive Director, Trinidad Coastal Land Trust (Visitor Services)
- Jim Cuthbertsen (Resident)

Recommendation:

The ad-hoc committee of Councilmembers Rotwein and West recommend the Council appoint membership as follows, and staff concur:

Councilmember Rotwein (City)
Gail Kenny (public)
Jonna Kitchen (public)
Zack Brown (Trinidad Rancheria)
Ben Morehead (Visitor Services)
Jim Cuthbertsen (Planning Commission*)

*Jim is not a PC member, but would, if willing, serve as liason between the PC and the Committee.

Attachments:

Trails Committee Notice
Letters of Interest (5)



Cher-Ae Heights Indian Community of the Trinidad Rancheria



March 30, 2017

Mayor Dwight Miller
City of Trinidad
P.O. Box 390
Trinidad, CA 95570

Mayor Miller:

On behalf of the Cher-Ae Heights Indian Community of the Trinidad Rancheria (Trinidad Rancheria), please accept this letter as our formal request to appoint Vice Chairman, Zack Brown to the City of Trinidad Trails Committee. The Tribal Council believes that Zack Brown would be the best representative from the Trinidad Rancheria as he has grown up in the Trinidad area and has knowledge of the local trails as well as natural and cultural resources within this area. Zack will be able to commit his time to Trails Committee Meetings.

The Trinidad Rancheria would like to thank the City for forming the Trails Committee as an advisory group to the City Council, Planning Commission and City staff regarding the management, maintenance and projects involving Trinidad Trails. Having Tribal Representation on this Committee is vital and we thank you for the opportunity to appoint a representative from the Trinidad Rancheria.

Zack Brown can be reached at zbrown@trinidadrancheria.com or (707) 267-6935.

Respectfully,

Garth Sundberg
Tribal Chairman
Trinidad Rancheria



April 25, 2017

To: City of Trinidad

From: Ben Morehead

RE: TRINIDAD TRAILS ADVISORY COMMITTEE

I, Ben Morehead, would like to be considered for your Trinidad Trails Advisory Committee. I work in Trinidad with the Trinidad Coastal Land Trust. My position as executive director includes many diverse issues around trails both within city limits and in the greater coastal area around Trinidad. Our Land Trust focus area is Little River to Patricks Point. We own nine properties that include Houda Point Beach, Baker Beach, North Luffenholtz Beach, as well as conservation and trail access easements on eleven private properties along the greater Trinidad Coast.

I would also recommend that the Trinidad Coastal Land Trust have a representative position on this standing committee. Our organization is composed of a dozen community volunteers and one paid staff. Trinidad trails are a major component of what we focus on. It would be a benefit to the committee for the Land Trust to be included.

I live in Westhaven and am also a parent volunteer at Trinidad School.

Ben Morehead

707-496-3375

Land Trust address: PO Box 457, Trinidad

Home address: 161 Moonstone Cross Rd., Trinidad

City of Trinidad

From: Trinidad Retreats [info@trinidadretreats.com]

Sent: Monday, April 24, 2017 5:30 PM

To: City of Trinidad

Subject: Trails Committee Interest

Dear City of Trinidad:

I am very interested in participating on the Trails Committee as a member of the Visitors Service Industry. I manage 11 vacation homes in the City of Trinidad and am deeply concerned about the poor condition of nearly all the trails in Trinidad. As a City of Trinidad resident I walk these trails often with my dogs. There are fewer and fewer trails now available for walking and accessing our beautiful beaches. Both Trinidad residents and visitors deserve full access to our coastline. As a potential member of the Trails Committee I would like to help the city to prioritize trail repairs and maintenance.

Sincerely,

Jonna Kitchen
56 Berry Rd., Trinidad
Manager -Trinidad Retreats
(707) 601-6645

Gail Kenny
462 Ocean Ave.
P. O. Box 361
Trinidad, CA 95570
(707) 677-0515
gailgkenny@gmail.com

April 19, 2017

Trinidad City Council
City of Trinidad
P. O. Box 390
Trinidad, CA 95570

Re: Trinidad Trails Advisory Committee Volunteer Application

Dear Trinidad City Council:

I would like to be considered for serving on the Trinidad Trails Advisory Committee. I have lived in the City of Trinidad for over 27 years and have been an active user of City trails for much longer than that. I am a past President of the Trinidad Coastal Land Trust. I was on the land trust board for at least 6 years. I chaired the joint committee for the planning of Saunders Park, the museum and library while with the land trust. I also served a 4-year term on the Trinidad School Board.

I am mainly interested in serving on this advisory committee because I'm a regular user of all the trails in and around Trinidad and it's one of the assets that I value most about living in Trinidad. My service on the land trust, school board, and other community groups shows my experience and dedication to community service. I'm currently an active volunteer at the Humboldt County Animal Shelter where I walk dogs.

Please contact me if you have any questions about my qualifications and interest in serving on this committee.

Sincerely,



Gail Kenny

Trinidad City Manager

From: sandra cuthbertson <scuthbertson123@gmail.com>
Sent: Sunday, April 30, 2017 8:30 PM
To: citymanager@trinidad.ca.gov; cityclerk@trinidad.ca.gov
Subject: Trails Committee

I am interested in volunteering for the trails committee.
When I served on the City Council, I was "trails commissioner" along with other duties. I have been an advocate for keeping trails accessible to disabled residents and visitors whenever possible.
Thank you for your consideration. Jim Cuthbertson



DISCUSSION AGENDA ITEM 2

SUPPORTING DOCUMENTATION FOLLOWS WITH: 23 PAGES

2. Discussion/Decision re: Trinidad Head Cell Tower Lease

ACTION AGENDA ITEM

Wednesday, May 10th, 2017

Item: Trinidad Head Cell Tower Lease

Background

When the City of Trinidad was given ownership of approximately 46 acres on Trinidad Head by the federal government in 1983, the granted property included a cable TV communications facility near the top of the Head. Trinidad Head is in the City's Open Space zoning, and the City's receipt of the property came with condition from the federal government that it be used for public recreation. However because it was already in place upon the City's receipt of the land, the cable facility was considered a legal non-conforming use. That use, with lease rent to the City, continued into the 1990's. In 1997, with the cable company no longer interested in the site, the City of Trinidad entered into a 20 year lease for cellular communication facilities on the site. The cable dish on site was replaced with two poles, with cellular antennae affixed. The end date of that 20 year lease is now approaching.

The Lease Agreement:

The copy of the lease that the City has had on file, which has been referenced repeatedly in past decisions and discussions about this issue, was an unsigned draft dated April 1997. The City has recently obtained a final signed version of the lease from the current lessee (attached). This final lease agreement:

- a) Was signed in August of 1997, with an effective start date of September 1st, 1997, therefore the 20 year lease term ends on Sep 1st 2017;
- b) Provides that the City can terminate the lease by providing notice of its intent to do so within 90 days of the lease termination date, i.e. by June 1st 2017
- c) If notice is not provided by June 1st, the lease is automatically extended for one additional year.
- d) Note that the option to extend the lease by five years, which is present in the draft lease, was removed from the final signed lease. Staff found corresponding May 1997 Council meeting minutes documenting the decision to remove that term from the lease.

Approval of the 1997 lease appears to have been non-controversial at the time. However, when a permit to modify the site was considered in 2006-7, there was vocal opposition, including an appeal to the Coastal Commission of the City's permit approval. Coastal Commission staff recommended denial, and the applicant withdrew the project. Since that time, the City has allowed some small modifications to equipment on site, with review by Coastal Commission staff to establish concurrence that these modifications have not required a new Coastal Development Permit.

Carriers and Coverage:

The City's lease is with Verizon. Verizon subleases to two other mobile providers: Sprint and AT&T. City Staff have notified all three carriers of the current lease situation, and asked them to describe the impacts to their coverage if the site was to be removed. The City Council previously (2012) sent a letter to Verizon notifying them that the City may end the lease when it is able.

Verizon has indicated they are prepared to give up the Trinidad Head Site. They have built alternative coverage, including a large tower that recently went up at the rock Quarry above the City. They have not provided any coverage map of the effect of removing the Trinidad Head site.

The other two carriers are very concerned. Sprint says the loss of the Trinidad Head tower would basically eliminate coverage for their customers north of the Little River, as Trinidad Head is their only tower north of McKinleyville. AT&T has provided less detailed information, but also indicated that their coverage and customers would be seriously affected in the greater Trinidad area. Sprint indicated that it would take them 12-18 months to develop an alternative site.

Interest in Continuing Use:

Sprint and AT&T have expressed interest in continuing their existing use under a new agreement and payment arrangement with the City. They have also requested that if the City decides to remove the site completely, the City consider extending the lease for one additional year to provide them time to develop alternative coverage.

The City has also received one preliminary statement of interest from another party who would like to continue the existing use of the site under a new lease from the City. That interest is conditioned on minimal changes to the facility so as not to require a new Coastal Development Permit.

The City currently receives approximately \$25,000 per year in lease payments for the site. Staff expect that number would increase under a new arrangement, but no negotiations have occurred. Staff see continuation of use as feasible only if it can be done with basically no changes to the site.

Key Issues:

Zoning - Removal of the facility would be consistent with the Open Space Zoning. There is no requirement to remove a non-conforming use, and non-conforming uses generally can be altered, repaired, and extended, but cannot be made 'more non-conforming'.

Visual Resources - Removal would improve visual resources somewhat. The cell site is visible, more so from off the Head than from the trails on the Head. But the site is one of several similar structures in view - the power poles and lines climbing the Head, and the radio tower and atmospheric monitoring equipment on federal property adjacent to the cell site, will remain.

Coverage Loss/Public Safety - This location has exceptional line-of-sight coverage for the greater Trinidad area, including on local beaches and at sea. Removal will (per carrier's report) dramatically affect cell phone coverage for Sprint and AT&T customers, whether resident or visitors. This is a public safety as well as a convenience issue.

Revenue - The City has been receiving approximately \$25,000 per year from leasing the site; staff expects that a continuation of existing use would generate at least that much going forward. This is about 5% of our General Fund Revenue (excluding grants).

Permitting Challenges- Continuing use through any new lease arrangement would be controversial. Staff expect any change on site that requires a permit to be appealed to the Coastal Commission, and expects Commission staff to recommend denial. Minor repairs and maintenance of existing structures, including like-for-like replacement of components, typically does not require a new permit, but staff expect any such proposal would be viewed skeptically by Commission Staff.

Public Input -Prior public comments have included arguments both for and against removal. A previous City Council sent a letter to Verizon indicating their intent to remove the towers at this point. The Trinidad Head Study Committee Final Report recommended removal, as have the Yurok Tribe. In recent conversations staff have heard from Volunteer Fire Department staff (speaking as individuals) and local fisherman concerned about loss of coverage

Staff see the following options for Council to consider, with brief pros and cons of each:

- 1) **End the Cell Tower Use this fall.** Notify Verizon and the other carriers that we are terminating the lease with no intent to continue use. Verizon is responsible for removing the equipment, and it should be gone by Sep 1st according to the lease. This decision would need to be made prior to June 1st.

Pros: Removes a non-conforming commercial use from Open Space Zoning. Improves visual resources on Trinidad Head, avoids permit fights.

Cons: Dramatic coverage loss for Sprint and AT&T customers; City foregoes ongoing General Fund Revenue

- 2) **Extend the current lease for one year with intent to terminate in 2018.**

Pros and Cons - as with immediate removal above, except this avoids abrupt coverage loss for AT&T and Sprint, assuming they can find alternative options. Other benefits are delayed one year.

- 3) **Extend the current lease for one year and explore negotiations with parties interested in continuing use**

Pros -Gain more information on possible revenue, no permit challenge to a one year extension of existing use, No impact on coverage/public safety or City revenue next year. Option of terminating facility still available.

Cons: (if new lease) No change to non-conforming use and visual impacts, permitting challenges.

Staff Recommendation:

Staff recommend that the Council: a) extend the lease for one year. b) negotiate over the next few months with parties interested in leasing the site, and c) decide before September 2017 whether to enter into a new lease, or eliminate the site in September 2018, so that carriers can adjust accordingly.

Attachments:

Signed 1997 Cell Tower Lease

31096

10 649 436

Betty
FYI

~~GROUND LEASE~~

BY AND BETWEEN

~~CITY OF TRINIDAD~~

AND

~~CAL-ONE CELLULAR, L.P. D.B.A. CAL-NORTH CELLULAR, c~~

~~APRIL 17, 1997~~

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Exhibit A: Map of the Site

Exhibit A1: Tower and Building Profile

Exhibit B: Certified Minutes of City Council Meeting Approving Lease

LEASE

PREAMBLE

THIS LEASE ("Lease"), dated 2/11/1997 is made by and between the CITY OF TRINIDAD, a municipal corporation ("Lessor") and CAL-ONE CELLULAR L.P., D.B.A. Cal-North Cellular, a California limited partnership of which Cal-One Cellular, a California corporation of Fort Jones, California, is the General Partner; ("Lessee").

RECITALS

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

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

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

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. SITE.

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

SECTION 2. TERM.

The term of this Lease shall be for a period of ~~twenty (20) years~~. The term of this Lease shall commence on ~~the first of the month following the execution of the lease by both parties.~~

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

SECTION 3. RENTAL.

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

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

CPI
capped
at 5%

SECTION 4. USES

4.01 Permitted Uses and Improvements.

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

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

4.02 Access Areas.

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

4.03 Prohibited Uses.

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

4.04 Approval by the City and Other Agencies.

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

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

4.05 Compliance with Laws.

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

4.06 Condition, Use and Zoning of Site.

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

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

SECTION 5. MAINTENANCE, REPAIRS AND ALTERATIONS.

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

5.01 Surrender.

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

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

5.02 Lessor's Rights.

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

5.03 Lessor's Obligations.

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

5.04 Security Measures.

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

5.05 Improvements.

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

5.06 Warranties and Covenants of Lessee.

Lessee hereby warrants and covenants as follows:

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

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

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

SECTION 6. INDEMNITY AND INSURANCE.

6.01 Indemnity.

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

6.02 Insurance.

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

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

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

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

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

SECTION 7. LESSEE TERMINATION.

7.01 Temporary Facilities.

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

7.02 Lessee's Right to Terminate.

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

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

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

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

7.03 Termination - Advance Payments.

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

7.04 Waiver.

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

SECTION 8. TAXES.

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

SECTION 9. UTILITIES.

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

SECTION 10. ASSIGNMENT AND SUBLETTING.

10.01 Lessor's Consent Required.

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

10.02 No Release of Lessee.

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

SECTION 11. DEFAULTS: REMEDIES.

11.01 Defaults.

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

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

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

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

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

11.02 Remedies.

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

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

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

SECTION 12. LESSOR'S LIABILITY.

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

SECTION 13. INTEREST ON PAST-DUE OBLIGATIONS.

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

SECTION 14. HOLDING OVER.

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

SECTION 15. LESSOR'S ACCESS.

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

SECTION 16. QUIET POSSESSION.

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

SECTION 17. EASEMENTS.

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

SECTION 18. WARRANTIES AND COVENANTS OF LESSOR.

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

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

SECTION 19. GENERAL PROVISIONS.

19.01 Severability.

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

19.02 Time of Essence.

Time is of the essence of this Lease.

19.03 Additional Rent.

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

19.04 Entire Agreement.

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

19.05 Notices.

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

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

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

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

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

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

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

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

19.06 Waivers.

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

19.07 Cumulative Remedies.

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

19.08 Binding Effect Choice of Law.

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

19.09 Conditions to Effectiveness of Lease.

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

19.10 Attorneys' Fees.

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

19.11 Consent.

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

19.12 Authority.

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

19.13 Captions.

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

19.14 Protections Against Interference.

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

SECTION 20. FURTHER ASSURANCES.

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

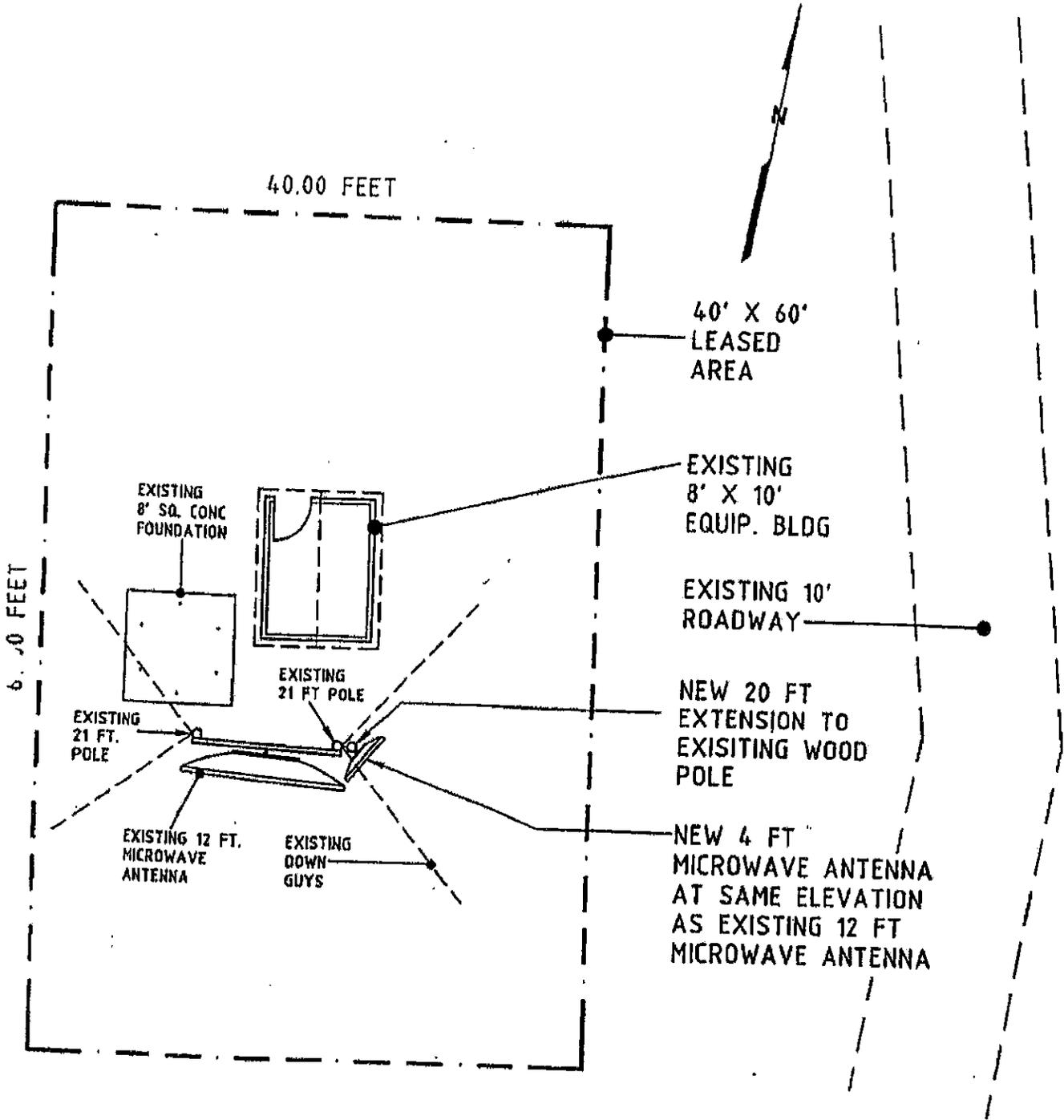
IN WITNESS THEREOF, the parties hereto have executed this Lease at the place and on the dates specified immediately adjacent to their respective signatures.

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

LESSOR
By Glen W. Saunders
Mayor
City of Trinidad

SECTION 21. EXHIBITS

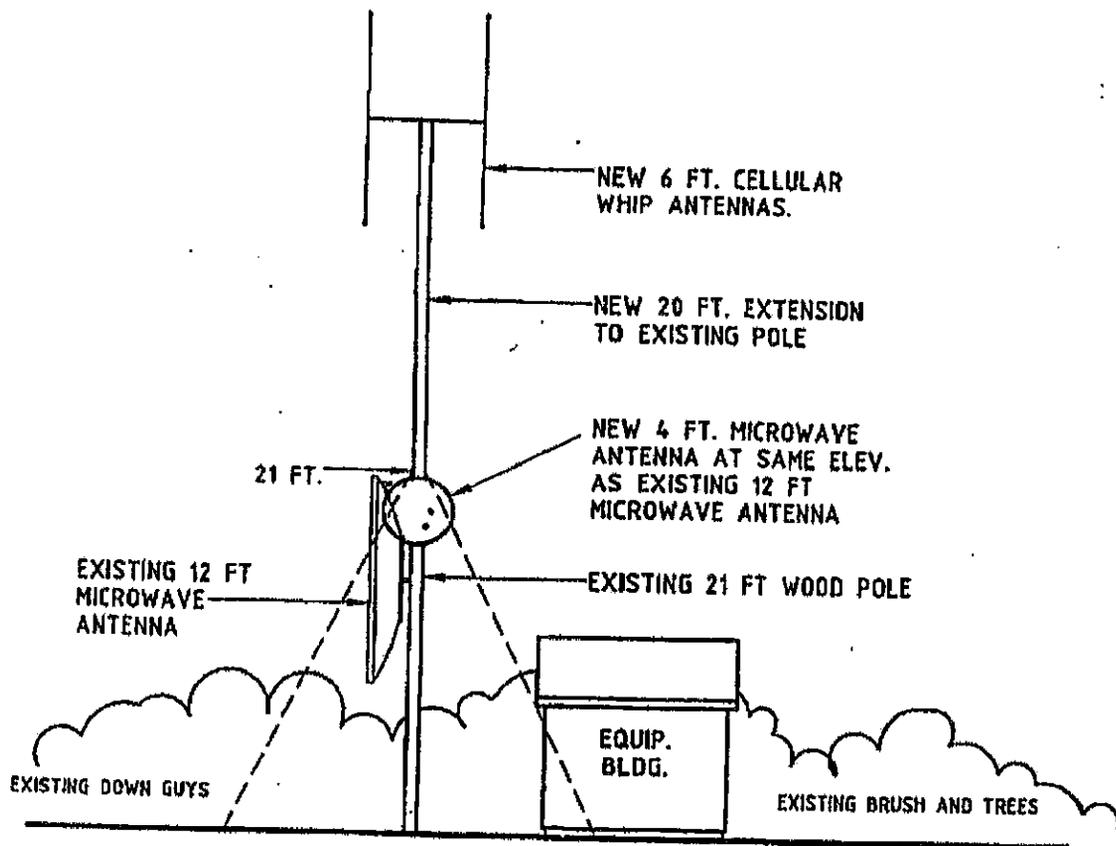
Exhibit A: Map of the Site
Exhibit A1: Tower and Building Profile
Exhibit B: Certified Minutes of City Council Meeting
Approving Lease



SITE PLAN
1" = 10 FT.



EXHIBIT "A"
TRINIDAD HEAD
FORMER COX CABLE SITE



EAST ELEVATION
1' = 10 FT.



EXHIBIT "A1"
TRINIDAD HEAD
FORMER COX CABLE SITE