



Posted: Friday, December 06, 2019

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

The Trinidad City Council will hold a regular meeting on  
**TUESDAY, DECEMBER 10, 2019, at 6:00 PM**  
In the Trinidad Town Hall, 409 Trinity Street, Trinidad, CA

### CLOSED SESSION BEGINS AT THE CONCLUSION OF THE OPEN SESSION

- I. **CALL TO ORDER**
- II. **PLEDGE OF ALLEGIANCE**
- III. **APPROVAL OF AGENDA**
- IV. **APPROVAL OF MINUTES** – 11-12-19 cc, 11-19-19 scc, 11-26-19 cc2 will be prepared for review in January.
- V. **COUNCIL REPORTS/COMMITTEE ASSIGNMENTS**
- VI. **STAFF REPORTS** – City Manager & Law Enforcement
- VII. **ITEMS FROM THE FLOOR**  
*At this time, members of the public may comment on items NOT appearing on the agenda. Individual comments will be limited to 3 minutes or less. Comments should be directed to the Council as a whole and not to individual Council Members or staff. Council and staff responses will be minimal for non-agenda items.*
- VIII. **CONSENT AGENDA**  
*All matters on the Consent Agenda are considered routine by the City Council and are enacted in one motion. There is no separate discussion of any of these items. If discussion is requested by any Council member, that item is removed from the Consent Calendar and considered separately. A single opportunity for public comment on the Consent Agenda is available to the public.*
  1. Staff Activity Report – November 2019
  2. Financial Statements - October 2019
  3. Law Enforcement Report - November 2019
- IX. **DISCUSSION/ACTION AGENDA ITEMS**
  1. Discussion/Decision Regarding Proclamation 2019-02: Human Rights Awareness Month.
  2. Discussion/Decision to Award Consultant Agreement for Active Transportation Education Services.
  3. Discussion/Decision to Install Radar Feedback Signs on Trinity Street.
  4. Discussion/Decision Regarding Appointment of Planning Commission Representative to the STR Advisory Committee for 2020.
  5. Discussion/Decision Regarding Recommendations from STR Advisory Committee.
- IX. **FUTURE AGENDA ITEMS**
- X. **ADJOURN TO CLOSED SESSION**
  1. Public Employee Performance Evaluation for City Manager Pursuant to Government Code Section 54957
- XI. **ADJOURNMENT**

APPROVAL OF MINUTES FOR:

NOVEMBER 12, 2019 CC  
NOVEMBER 19, 2019 CCPCST  
NOVEMBER 26, 2019 CC2

Supporting Documentation follows with: \_\_\_\_\_ 0 PAGES

***NO MINUTES TO APPROVE.***

***FINAL DRAFTS WILL BE AVAILABLE FOR REVIEW AT THE  
JANUARY MEETING.***



## CONSENT AGENDA ITEM 1

**SUPPORTING DOCUMENTATION FOLLOWS WITH: 3 PAGES**

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1. Staff Activity Report – November 2019

## STAFF ACTIVITIES REPORT – NOVEMBER 2019

Tuesday, December 10, 2019

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### Administrative – Clerk's Office

November can be best summarized in one word. **Meetings.** The Clerk's Office provided for support for the following meetings this month:

- November 06, Downtown Pedestrian Connectivity Project Open House
- November 06, Special Planning Commission Meeting
- November 11, Van Wycke Trail Grant - Neighborhood Meeting
- November 12, City Council – Regular Meeting
- November 19, City Council – Joint Meeting with STR Committee & Planning Commission
- November 20, Planning Commission
- November 26, City Council – Second Meeting

The type of support provided includes agenda preparation, staff reports, public noticing and website updates, fielding phone calls from citizens requesting clarification, direct mailing and email notifications, set up and attendance, clean up, minutes, follow up. Meetings take top priority to other staff assignments. This means that day-to-day operations get sidelined, and all other work grinds to a halt during months with more meetings than there are work weeks.

In between meetings and during the 19 business days in November, the town was hustling with activity:

- Over 600 emails were received in the Clerk's inbox.
- 6 new (and very complex) building permit applications were received and processed.
- 188 Business License renewal applications were mailed out.
- The annual city audit was performed by Ralph Marcello during the week of November 11-15.
- Storm knocked out power for 2 days during Thanksgiving Week.
- Preparations underway for the upcoming STR License Renewal Period.
- Preparations underway to solicit interest and coverage for the Building Official position that will be vacant as of January 01.
- ...etc.

To put it mildly, November put the Clerk's office into a paperwork deficit and staff is grateful for everyone's patience as we slowly dig out from the volume of work currently being managed.

The City Manager, Grant Administrator, Public Works & the Water Department are all experiencing the same volume of activity and will defer their staff reports to January.

## December 2019 Project and Grant Coordinator Activities Report

### Non-grant (general fund) Projects and tasks assigned for September and October:

- Provided information as needed by the auditor for the FY 18-19 audit.
- Continue working with RCEA to prepare the bid documents for the Trinidad Solar PV Project.
- Assist with drafting and submitting the Water Efficient Landscape Ordinance (WELO) report to the State Department of Water Resources.
- Participate in the November 19 California Coastal National Monument Gateway Committee.

**Manage Grant Projects** – Provided administrative support for all grants; worked with funders to complete funding agreements and develop new grant funding; coordinated with city staff, project consultants and project partners.

- Received notice that the City's application was approved for \$13,500 in Caltrans Local Assistance funding to prepare a *Local Road Safety Plan (LRSP)*. The LRSP provides a framework to work with safety partners to identify, analyze and prioritize safety improvements on local and rural roads. In the future, these plans will be a requirement for Caltrans Highway Safety Improvement Program (HSIP) funding.
- Finalize and submit a *Public Safety Power Shutoff (PSPS) Resiliency Allocation to Cities Application Form* for City Hall improvements needed to set up a Power Outage Community Resource Center, install battery backup for the future Solar PV System, and to develop a contingency plan for electrical disruptions.
- Per Capita grant allocation: continue research on potential projects for Per Capita funding. Possible priority projects include upgrading the tennis court to include pickle ball, improving trail system signage, ADA accessibility improvements at view areas, and trail improvements. CEQA environmental clearance must be completed before projects are approved for funding.
- Ongoing: Identify grant programs for priority projects for water system improvements, recreation, trail system improvements.

Details are provided below for each grant project.

Project Name	Storm Water Management Improvement Project Phase 2 (ASBS Storm Water Project)		
Grant Budget	\$4,833,000	Funding Source	Prop 84 Storm Water Grant Program
City Match	\$15,000	Match paid by	General Funds- project development staff costs 2015- 2017
USDA Match	\$26,000	Paid by	USDA SEARCH Grant for Project Engineering Report
USDA Match	\$511,000	Application Pending	USDA Rural Development Storm Water Grant/Loan Financing
Term	9/1/17 - 6/30/21	City Personnel Costs	Funded by Prop 84 grant beginning September 2017.

**Project Summary and Background:** This is the final phase of the ASBS Storm Water project to eliminate the storm water discharge into the Trinidad Bay (Area of Biological Significance or ASBS) at Launcher Beach by constructing LID improvements along Underwood, Edwards, Ewing, and at the harbor parking lot area.

**Status:** Approximately \$276,500 has been spent to date for approximately 5 % of the total project. The City continues to coordinate with the Trinidad Rancheria regarding work in the beach parking area and has drafted a landowner access agreement for consideration by Rancheria Tribal Council and City Council. The funder is reviewing the draft 100% project design and specifications for approval. The Coastal Development Permit application is being prepared for a Planning Commission hearing on December 18. There will be a hearing at the Coastal Commission in early 2020. The project is scheduled to be put out to bid in February 2020 with construction to proceed in June 2020.

Project Name	<b>LCP Update Project 2</b>		
Grant Budget	\$51,000	Funding Source	Coastal Commission LCP Planning Grant Round 4
Term	11/1/2017-12/31/2019	City Personnel Costs	Reimbursed by grant funds

Project Summary: This second Coastal Commission LCP grant project focuses on developing a Coastal Hazards Plan/Recommendations and Water Supply Assessment to support planning and work on the General Plan/LCP update.

Project Status: Approximately 80% of the grant budget has been spent. The draft coastal erosion (bluff) hazards report has been completed and reviewed by the Planning Commission in November. Work is continuing on the Implementation Plan. The grant project will be completed December 31, 2019.

Project Name	<b>Van Wycke Bicycle and Pedestrian Connectivity Project (Van Wycke Trail Project)</b>		
Grant Budget	\$714,000	Funding Source	Caltrans Active Transportation Program (state funding only)
Term	7/8/16-4/1/21	City Personnel Costs	Not reimbursed by grant except in final educational phase

Project Summary: This project will improve the Van Wycke Trail to provide better access and safety for pedestrians and for bicyclists between Edwards Street and the Harbor Area.

Project Status: A new round of outreach to public and stakeholders began in November to solicit input. Project staff met with the Coastal Commission in December. Next steps include conducting a geotechnical investigation, completing draft (60%) plans, specifications and estimates, right of way engineering and presenting draft project plans at several public meetings.

Project Name	<b>Bicycle and Pedestrian Outreach &amp; Education (Van Wycke Non-Infrastructure)</b>		
Grant Budget	\$22,000	Funding Source	Caltrans Active Transportation Program (state funding only) Funding through Van Wycke Trail Project but considered a separate project by Caltrans.
Term	7/1/19 -4/1/21	City Personnel Costs	Reimbursed by grant funds

Project Summary: The Education and Outreach program for this project conducts bicycle and pedestrian safety education, develops citywide trail maps, and informs the public about using active modes of transportation and non-motorized routes (trails, sidewalks & bike lanes). Posters will be developed and information will be presented at the Trinidad Fish Festival and a Bike Rodeo will be held.

Project Status: Staff developed and issued a Request for Proposals for Trinidad Bicycle and Pedestrian Safety Program. Award for active transportation education & outreach consultant services is scheduled for December 11. The Trail Map task will begin in January 2020 and be completed in March 2021.

Project Name	<b>Downtown Trinidad Pedestrian and Connectivity Improvements Project</b>		
Project Budget	\$550,000	Funding Source	Caltrans STIP
Match	\$30,000	Match paid by	City (from Gas Tax & other Transportation funding)
Term	2019 - 2021	City Personnel Costs	Partially reimbursed by STIP funds

Project Summary: The Downtown Trinidad Pedestrian and Connectivity Improvements Project will remove accessibility barriers and extend new safe and accessible pedestrian routes (in accordance with the Americans with Disabilities Act of 1990) along portions of Patrick's Point Drive, Scenic Drive, and Trinity Street.

Status: A community/stakeholder meeting was held on November 6. A CEQA categorical exemption has been obtained and permitting is in progress. Allocation was requested for the right of way engineering and preliminary designs.



## CONSENT AGENDA ITEM 2

**SUPPORTING DOCUMENTATION FOLLOWS WITH: 10 PAGES**

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2. Financial Statements - October 2019

**City of Trinidad**  
Statement of Revenues and Expenditures - GF Revenue  
From 10/1/2019 Through 10/31/2019

	<u>Current Month</u>	<u>Year to Date</u>	<u>Total Budget - Original</u>	<u>% of Budget</u>
Revenue				
41010	PROPERTY TAX - SECURED	0.00	0.00	92,000.00 100.00)%
41020	PROPERTY TAX - UNSECURED	0.00	0.00	3,800.00 100.00)%
41040	PROPERTY TAX-PRIOR UNSECURED	0.00	0.00	25.00 100.00)%
41050	PROPERTY TAX - CURRENT SUPPL	0.00	0.00	1,300.00 100.00)%
41060	PROPERTY TAX-PRIOR SUPPL	0.00	0.00	200.00 100.00)%
41070	PROPERTY TAX - FINES	0.00	0.00	500.00 100.00)%
41110	PROPERTY TAX EXEMPTION	0.00	0.00	1,300.00 100.00)%
41130	PUBLIC SAFETY 1/2 CENT	0.00	0.00	1,900.00 100.00)%
41140	PROPERTY TAX - DOCUMENTARY RE	0.00	0.00	4,500.00 100.00)%
41220	IN LIEU VLF	0.00	0.00	28,500.00 100.00)%
42000	SALES & USE TAX	65,785.60	78,598.25	255,000.00 (69.18)%
43000	TRANSIENT LODGING TAX	31,255.40	31,255.40	140,000.00 (77.67)%
46000	GRANT INCOME	0.00	0.00	10,000.00 100.00)%
53010	COPY MACHINE FEE	0.40	3.20	50.00 (93.60)%
53020	INTEREST INCOME	9,035.46	9,322.40	25,300.00 (63.15)%
53090	OTHER MISCELLANEOUS INCOME	686.16	10,995.92	14,000.00 (21.46)%
54020	PLANNER- APPLICATION PROCESSIN	10,496.58	10,496.58	18,000.00 (41.69)%
54050	BLDG.INSP-APPLICATION PROCESSI	245.50	2,415.53	8,000.00 (69.81)%
54100	ANIMAL LICENSE FEES	0.00	45.00	300.00 (85.00)%
54150	BUSINESS LICENSE TAX	70.00	405.00	9,000.00 (95.50)%
54170	STR License Fee (Short Term Rental)	0.00	300.00	9,000.00 (96.67)%
54300	ENCROACHMENT PERMIT FEES	0.00	0.00	400.00 100.00)%
56400	RENT - VERIZON	28,883.18	38,366.71	9,000.00 326.30)%
56500	RENT - HARBOR LEASE	0.00	0.00	5,125.00 100.00)%
56550	RENT - PG& E	0.00	0.00	9,000.00 100.00)%
56650	RENT - SUDDENLINK	0.00	1,676.65	6,000.00 (72.06)%
56700	RENT - TOWN HALL	562.50	727.50	5,000.00 (85.45)%
	<b>Total Revenue</b>	<u>147,020.78</u>	<u>184,608.14</u>	<u>657,200.00 (71.91)%</u>

**City of Trinidad**  
Statement of Revenues and Expenditures - GF Expense  
201 - GFAdmin  
From 10/1/2019 Through 10/31/2019

		Current Month	Year to Date	Total Budget - Original	% of Budget
Expense					
60900	HONORARIUMS	250.00	1,000.00	3,000.00	66.67%
61000	EMPLOYEE GROSS WAGE	9,339.35	36,665.18	121,018.00	69.70%
65100	DEFERRED RETIREMENT	883.73	3,470.10	11,441.00	69.67%
65200	MEDICAL INSURANCE AND EXPENSE	1,464.03	5,513.37	20,248.00	72.77%
65250	Health Savings Program	16.48	41.94	1,443.00	97.09%
65300	WORKMEN'S COMP INSURANCE	0.00	4,684.00	4,538.00	(3.22)%
65500	EMPLOYEE MILEAGE REIMBURSEMENT	219.82	295.80	750.00	60.56%
65600	PAYROLL TAX	771.50	3,033.29	10,133.00	70.07%
65800	Grant Payroll Allocation	(536.59)	(1,813.02)	(5,000.00)	63.74%
68090	CRIME BOND	0.00	512.20	500.00	(2.44)%
68200	INSURANCE - LIABILITY	0.00	11,541.45	11,500.00	(0.36)%
68300	PROPERTY & CASUALTY	0.00	5,035.55	5,000.00	(0.71)%
71110	ATTORNEY-ADMINISTRATIVE TASKS	0.00	0.00	5,000.00	100.00%
71310	CITY PLANNER-ADMIN. TASKS	16,328.60	26,884.34	70,000.00	61.59%
71410	BLDG INSPECTOR-ADMIN TASKS	0.00	2,267.50	7,000.00	67.61%
71510	ACCOUNTANT-ADMIN TASKS	838.83	3,913.70	17,000.00	76.98%
71620	AUDITOR-FINANCIAL REPORTS	0.00	0.00	14,500.00	100.00%
72000	CHAMBER OF COMMERCE	0.00	0.00	15,000.00	100.00%
75110	FINANCIAL ADVISOR/TECH SUPPORT	70.00	699.99	3,000.00	76.67%
75160	LIBRARY RENT & LOCAL CONTRIB.	0.00	(740.84)	2,000.00	137.04%
75170	RENT	750.00	3,000.00	9,000.00	66.67%
75180	UTILITIES	774.36	3,445.01	12,000.00	71.29%
75190	DUES & MEMBERSHIP	40.00	765.00	1,000.00	23.50%
75200	MUNICIPAL/UPDATE EXPENSE	375.00	375.00	3,500.00	89.29%
75220	OFFICE SUPPLIES & EXPENSE	1,987.37	2,500.70	6,000.00	58.32%
75240	BANK CHARGES	0.00	30.00	100.00	70.00%
75280	TRAINING / EDUCATION	0.00	0.00	200.00	100.00%
75300	CONTRACTED SERVICES	0.00	0.00	8,000.00	100.00%
75990	MISCELLANEOUS EXPENSE	2,658.72	2,716.02	500.00	(443.20)%
76110	TELEPHONE	371.57	1,584.06	2,500.00	36.64%
76130	CABLE & INTERNET SERVICE	142.45	575.95	3,000.00	80.80%
76150	TRAVEL	1,413.14	1,413.14	2,000.00	29.34%
78170	SECURITY SYSTEM	0.00	153.00	500.00	69.40%
78190	MATERIALS, SUPPLIES & EQUIPMEN	0.00	151.38	2,000.00	92.43%
	<b>Total Expense</b>	<u>38,158.36</u>	<u>119,713.81</u>	<u>368,371.00</u>	<u>67.50%</u>

**City of Trinidad**  
Statement of Revenues and Expenditures - GF Expense  
301 - Police  
From 10/1/2019 Through 10/31/2019

		<u>Current Month</u>	<u>Year to Date</u>	<u>Total Budget - Original</u>	<u>% of Budget</u>
Expense					
61000	EMPLOYEE GROSS WAGE	443.53	1,761.61	5,751.00	69.37%
65100	DEFERRED RETIREMENT	34.98	138.41	453.00	69.45%
65200	MEDICAL INSURANCE AND EXPENSE	23.44	94.27	544.00	82.67%
65250	Health Savings Program	0.50	1.00	60.00	98.33%
65300	WORKMEN'S COMP INSURANCE	0.00	212.00	216.00	1.85%
65600	PAYROLL TAX	36.08	143.85	475.00	69.72%
75170	RENT	750.00	3,000.00	9,000.00	66.67%
75180	UTILITIES	479.03	856.62	1,800.00	52.41%
75220	OFFICE SUPPLIES & EXPENSE	0.00	0.00	500.00	100.00%
75300	CONTRACTED SERVICES	0.00	124.00	65,000.00	99.81%
75350	ANIMAL CONTROL	128.00	376.00	1,600.00	76.50%
76110	TELEPHONE	0.00	278.61	1,200.00	76.78%
76130	CABLE & INTERNET SERVICE	74.45	74.45	0.00	0.00%
78170	SECURITY SYSTEM	76.50	76.50	500.00	84.70%
Total Expense		<u>2,046.51</u>	<u>7,137.32</u>	<u>87,099.00</u>	<u>91.81%</u>

**City of Trinidad**  
Statement of Revenues and Expenditures - GF Expense  
401 - Fire  
From 10/1/2019 Through 10/31/2019

		<u>Current Month</u>	<u>Year to Date</u>	<u>Total Budget - Original</u>	<u>% of Budget</u>
Expense					
60900	HONORARIUMS	150.00	600.00	2,400.00	75.00%
75180	UTILITIES	49.02	153.80	1,150.00	86.63%
75190	DUES & MEMBERSHIP	0.00	0.00	350.00	100.00%
75280	TRAINING / EDUCATION	0.00	0.00	500.00	100.00%
76110	TELEPHONE	100.37	481.22	1,000.00	51.88%
76140	RADIO & DISPATCH	0.00	0.00	1,800.00	100.00%
78140	VEHICLE FUEL & OIL	0.00	0.00	350.00	100.00%
78150	VEHICLE REPAIRS	0.00	0.00	2,500.00	100.00%
78160	BUILDING REPAIRS & MAINTENANCE	0.00	0.00	1,500.00	100.00%
78190	MATERIALS, SUPPLIES & EQUIPMENTS	19.52	261.96	10,000.00	97.38%
78200	EQUIPMENT REPAIRS & MAINTENANCE	0.00	0.00	1,000.00	100.00%
Total Expense		<u>318.91</u>	<u>1,496.98</u>	<u>22,550.00</u>	<u>93.36%</u>

**City of Trinidad**  
Statement of Revenues and Expenditures - GF Expense  
501 - PW (Public Works)  
From 10/1/2019 Through 10/31/2019

		Current Month	Year to Date	Total Budget - Original	% of Budget
Expense					
61000	EMPLOYEE GROSS WAGE	7,361.90	27,833.13	94,198.00	70.45%
61250	OVERTIME	0.00	0.00	500.00	100.00%
65000	EMPLOYEE TAXES, INSUR & BENEFI	0.00	0.00	100.00	100.00%
65100	DEFERRED RETIREMENT	828.74	3,112.16	10,593.00	70.62%
65200	MEDICAL INSURANCE AND EXPENSE	3,963.09	10,410.66	30,753.00	66.15%
65250	Health Savings Program	19.15	60.55	1,158.00	94.77%
65300	WORKMEN'S COMP INSURANCE	0.00	3,507.00	3,532.00	0.71%
65600	PAYROLL TAX	616.31	2,329.24	8,016.00	70.94%
65800	Grant Payroll Allocation	(3,126.22)	(9,616.33)	(63,000.00)	84.74%
71210	CITY ENGINEER-ADMIN. TASKS	0.00	3,669.00	10,000.00	63.31%
71310	CITY PLANNER-ADMIN. TASKS	0.00	0.00	15,000.00	100.00%
75180	UTILITIES	274.78	274.78	250.00	(9.91)%
75190	DUES & MEMBERSHIP	0.00	144.00	0.00	0.00%
75200	MUNICIPAL/UPDATE EXPENSE	0.00	0.00	3,000.00	100.00%
75300	CONTRACTED SERVICES	0.00	0.00	10,000.00	100.00%
75370	UNIFORMS/PERSONAL EQUIP.	204.73	220.92	1,000.00	77.91%
78100	STREET MAINT/REPAIR/SANITATION	0.00	277.64	5,000.00	94.45%
78120	STREET LIGHTING	353.84	1,546.75	5,000.00	69.06%
78130	TRAIL MAINTENANCE	0.00	0.00	10,000.00	100.00%
78140	VEHICLE FUEL & OIL	0.00	534.90	4,000.00	86.63%
78150	VEHICLE REPAIRS	122.20	589.23	2,500.00	76.43%
78160	BUILDING REPAIRS & MAINTENANCE	158.69	944.97	14,000.00	93.25%
78190	MATERIALS, SUPPLIES & EQUIPMEN	61.30	1,112.08	5,000.00	77.76%
78200	EQUIPMENT REPAIRS & MAINTENANC	0.00	0.00	4,200.00	100.00%
Total Expense		10,838.51	46,950.68	174,800.00	73.14%

**City of Trinidad**  
Statement of Revenues and Expenditures - Monthly Reports  
204 - IWM  
From 10/1/2019 Through 10/31/2019

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
	Revenue				
56150	FRANCHISE FEES	1,885.29	2,632.16	10,000.00	(73.68)%
	Total Revenue	<u>1,885.29</u>	<u>2,632.16</u>	<u>10,000.00</u>	<u>(73.68)%</u>
	Expense				
61000	EMPLOYEE GROSS WAGE	714.38	2,720.09	9,287.00	70.71%
65100	DEFERRED RETIREMENT	85.72	326.37	1,114.00	70.70%
65200	MEDICAL INSURANCE AND EXPENSE	252.34	1,011.94	3,192.00	68.30%
65250	Health Savings Program	2.58	8.94	138.00	93.52%
65300	WORKMEN'S COMP INSURANCE	0.00	450.00	348.00	(29.31)%
65600	PAYROLL TAX	60.70	231.33	796.00	70.94%
75130	GARBAGE	0.00	0.00	500.00	100.00%
78190	MATERIALS, SUPPLIES & EQUIPMEN	0.00	0.00	1,800.00	100.00%
	Total Expense	<u>1,115.72</u>	<u>4,748.67</u>	<u>17,175.00</u>	<u>72.35%</u>
	Net Income	<u>769.57</u>	<u>(2,116.51)</u>	<u>(7,175.00)</u>	<u>(70.50)%</u>

**City of Trinidad**  
Statement of Revenues and Expenditures - Monthly Reports  
503 - State Gas Tax  
From 10/1/2019 Through 10/31/2019

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
<b>Revenue</b>					
46000	GRANT INCOME	0.00	0.00	18,000.00	(100.00)%
47005	RMRA (SB1)	647.37	1,223.59	0.00	0.00%
47030	GAS TAX REVENUE (2103)	581.99	1,034.84	0.00	0.00%
47050	GAS TAX REVENUE (2105)	382.18	692.39	0.00	0.00%
47060	GAS TAX REVENUE (2106)	1,072.82	2,085.76	0.00	0.00%
47070	GAS TAX REVENUE (2107)	518.76	786.02	0.00	0.00%
47075	GAS TAX REVENUE (2107.5)	0.00	1,000.00	0.00	0.00%
	Total Revenue	<u>3,203.12</u>	<u>6,822.60</u>	<u>18,000.00</u>	<u>(62.10)%</u>
<b>Expense</b>					
60000	INTERDEPARTMENTAL TRANSFER EXP	0.00	0.00	40,000.00	100.00%
	Total Expense	<u>0.00</u>	<u>0.00</u>	<u>40,000.00</u>	<u>100.00%</u>
	Net Income	<u>3,203.12</u>	<u>6,822.60</u>	<u>(22,000.00)</u>	<u>(131.01)%</u>

**City of Trinidad**  
Statement of Revenues and Expenditures - Monthly Reports  
504 - TDA - Transportation Development Agency  
From 10/1/2019 Through 10/31/2019

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
Revenue					
46000	GRANT INCOME	0.00	0.00	22,000.00	(100.00)%
	Total Revenue	0.00	0.00	22,000.00	(100.00)%
Expense					
60000	INTERDEPARTMENTAL TRANSFER EXP	0.00	0.00	12,000.00	100.00%
75250	TRANSIT SERVICES- HTA	0.00	4,980.00	0.00	0.00%
	Total Expense	0.00	4,980.00	12,000.00	58.50%
	Net Income	0.00	(4,980.00)	10,000.00	(149.80)%

**City of Trinidad**  
Statement of Revenues and Expenditures - Monthly Reports  
601 - Water  
From 10/1/2019 Through 10/31/2019

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
<b>Revenue</b>					
53020	INTEREST INCOME	0.00	0.00	12,000.00	(100.00)%
53090	OTHER MISCELLANEOUS INCOME	0.00	0.00	1,000.00	(100.00)%
57100	WATER SALES	26,984.99	117,964.82	315,000.00	(62.55)%
57200	Water Sales - Wholesale	930.00	930.00	6,500.00	(85.69)%
57300	NEW WATER HOOK UPS	0.00	0.00	4,500.00	(100.00)%
57500	WATER A/R PENALTIES	873.01	1,498.55	1,800.00	(16.75)%
	<b>Total Revenue</b>	<u>28,788.00</u>	<u>120,393.37</u>	<u>340,800.00</u>	<u>(64.67)%</u>
<b>Expense</b>					
61000	EMPLOYEE GROSS WAGE	9,096.86	36,582.80	119,121.00	69.29%
65100	DEFERRED RETIREMENT	1,036.95	4,162.11	13,584.00	69.36%
65200	MEDICAL INSURANCE AND EXPENSE	3,356.59	12,884.93	41,359.00	68.85%
65250	Health Savings Program	26.56	81.98	1,443.00	94.32%
65300	WORKMEN'S COMP INSURANCE	0.00	3,900.00	4,467.00	12.69%
65600	PAYROLL TAX	762.91	3,061.04	10,152.00	69.85%
68090	CRIME BOND	0.00	275.80	300.00	8.07%
68200	INSURANCE - LIABILITY	0.00	6,206.55	6,100.00	(1.75)%
68300	PROPERTY & CASUALTY	0.00	2,711.45	2,405.00	(12.74)%
71110	ATTORNEY-ADMINISTRATIVE TASKS	0.00	0.00	500.00	100.00%
71210	CITY ENGINEER-ADMIN. TASKS	0.00	502.00	5,000.00	89.96%
71230	ENGINEER-SPECIAL PROJECTS	0.00	2,293.50	75,000.00	96.94%
71310	CITY PLANNER-ADMIN. TASKS	1,072.50	3,252.50	10,000.00	67.47%
71510	ACCOUNTANT-ADMIN TASKS	451.67	2,105.35	9,000.00	76.61%
71620	AUDITOR-FINANCIAL REPORTS	0.00	0.00	7,000.00	100.00%
72100	BAD DEBTS	133.82	133.82	100.00	(33.82)%
75180	UTILITIES	2,279.50	7,591.56	14,000.00	45.77%
75190	DUES & MEMBERSHIP	0.00	519.00	125.00	(315.20)%
75200	MUNICIPAL/UPDATE EXPENSE	41.52	203.08	200.00	(1.54)%
75220	OFFICE SUPPLIES & EXPENSE	1,146.00	1,501.00	3,750.00	59.97%
75240	BANK CHARGES	10.00	10.00	100.00	90.00%
75280	TRAINING / EDUCATION	90.00	150.70	750.00	79.91%
75300	CONTRACTED SERVICES	0.00	0.00	8,000.00	100.00%
76110	TELEPHONE	167.87	597.42	1,600.00	62.66%
76130	CABLE & INTERNET SERVICE	61.95	185.85	750.00	75.22%
76160	LICENSES & FEES	3,305.10	3,305.10	3,200.00	(3.28)%
78140	VEHICLE FUEL & OIL	50.00	636.13	1,200.00	46.99%
78150	VEHICLE REPAIRS	0.00	130.00	2,500.00	94.80%
78160	BUILDING REPAIRS & MAINTENANCE	0.00	0.00	1,250.00	100.00%
78170	SECURITY SYSTEM	0.00	76.50	500.00	84.70%
78190	MATERIALS, SUPPLIES & EQUIPMEN	60.72	1,031.86	5,000.00	79.36%
78200	EQUIPMENT REPAIRS & MAINTENANC	207.81	505.18	5,850.00	91.36%
79100	WATER LAB FEES	852.63	3,165.81	4,200.00	24.62%
79120	WATER PLANT CHEMICALS	0.00	1,059.80	7,500.00	85.87%
79130	WATER LINE HOOK-UPS	0.00	6,500.00	4,500.00	(44.44)%
79150	WATER LINE REPAIR	0.00	0.00	10,000.00	100.00%
79160	WATER PLANT REPAIR	0.00	0.00	3,000.00	100.00%
	<b>Total Expense</b>	<u>24,210.96</u>	<u>105,322.82</u>	<u>383,506.00</u>	<u>72.54%</u>
	<b>Net Income</b>	<u>4,577.04</u>	<u>15,070.55</u>	<u>(42,706.00)</u>	<u>(135.29)%</u>

**City of Trinidad**  
Statement of Revenues and Expenditures - Monthly Reports  
701 - Cemetery  
From 10/1/2019 Through 10/31/2019

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
	Revenue				
53020	INTEREST INCOME	0.00	0.00	250.00	(100.00)%
58100	CEMETERY PLOT SALES	100.00	14,825.00	9,000.00	64.72%
	Total Revenue	<u>100.00</u>	<u>14,825.00</u>	<u>9,250.00</u>	<u>60.27%</u>
	Expense				
61000	EMPLOYEE GROSS WAGE	671.60	2,496.12	8,731.00	71.41%
65100	DEFERRED RETIREMENT	80.58	299.49	1,048.00	71.42%
65200	MEDICAL INSURANCE AND EXPENSE	198.21	803.83	2,648.00	69.64%
65250	Health Savings Program	2.23	8.09	180.00	95.51%
65300	WORKMEN'S COMP INSURANCE	0.00	495.00	327.00	(51.38)%
65600	PAYROLL TAX	57.08	212.25	748.00	71.62%
75180	UTILITIES	45.23	180.92	493.00	63.30%
75300	CONTRACTED SERVICES	0.00	0.00	2,000.00	100.00%
78170	SECURITY SYSTEM	0.00	106.50	450.00	76.33%
78190	MATERIALS, SUPPLIES & EQUIPMEN	0.00	0.00	500.00	100.00%
	Total Expense	<u>1,054.93</u>	<u>4,602.20</u>	<u>17,125.00</u>	<u>73.13%</u>
	Net Income	<u>(954.93)</u>	<u>10,222.80</u>	<u>(7,875.00)</u>	<u>(229.81)%</u>



## CONSENT AGENDA ITEM 3

**SUPPORTING DOCUMENTATION FOLLOWS WITH: 4 PAGES**

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3. Law Enforcement Report - November 2019

**HUMBOLDT COUNTY SHERIFF'S OFFICE**

Page 1

**Incident Search Results**

City is trinidad or trin, Date Between 11/4/2019 and 11/10/2019

11/12/2019

Date	Inc #	Type	Time	Location	Dispositio
11/04/2019	1911040024	TPAT	03:04:12	389 MAIN ST	No Report
11/04/2019	1911040067	PC	10:50:38	271 LYNDA LN	Gone On Arrival
11/04/2019	1911040086	XPAT	12:00:37	102 KAY-WIN LN	Pending Recontact From Rp
11/04/2019	1911040126	ASSISTP	15:59:18	199 NORTH WESTHAVEN DR	Cad Documentation Only
11/04/2019	1911040132	INV	16:29:55	199 N WESTHAVEN DR	Public Assist
11/04/2019	1911040138	415P	17:26:09	199 N WESTHAVEN DR	Cancel Per Rp
11/05/2019	1911050047	XFER	07:11:55	231 WEST ST	Xfer to Medical
11/05/2019	1911050050	XFER	07:53:35	271 LYNDA LN	Xfer to Medical
11/05/2019	1911050055	INV	08:26:05	609 S WESTHAVEN DR	Assisted
11/06/2019	1911060004	PC	00:41:38	480 PATRICKS POINT DR	Cad Documentation Only
11/06/2019	1911060006	FP	00:46:12	27 SCENIC DR	Cad Documentation Only
11/06/2019	1911060009	PC	01:01:23	100 MOONSTONE BEACH RD	Cad Documentation Only
11/06/2019	1911060021	XPAT	07:00:54	6TH AVE/S WESTHAVEN DR	Gone On Arrival
11/06/2019	1911060025	SHOTSH	07:40:41	3550 PATRICKS POINT DR	Cad Documentation Only
11/06/2019	1911060030	DISP	08:32:40	264 DRIFTWOOD LN	Cad Documentation Only
11/06/2019	1911060047	HS	10:03:29	1309 PATRICKS POINT DR	Xfer to another agency
11/06/2019	1911060091	XPAT	13:00:47	6TH AVE/S WESTHAVEN DR	Cad Documentation Only
11/06/2019	1911060124	33X	15:50:53	3443 PATRICKS POINT DR	Billable Alarm
11/06/2019	1911060164	XPAT	21:00:20	6TH AVE/S WESTHAVEN DR	Unable to Locate
11/07/2019	1911070001	FP	00:00:08	CASINO	Call Created in Error
11/07/2019	1911070002	FP	00:02:04	27 SCENIC DR	Cad Documentation Only
11/07/2019	1911070030	XPAT	07:00:51	6TH AVE/S WESTHAVEN DR	Cancel Per Rp
11/07/2019	1911070042	AWS	08:25:27	271 LYNDA LN	Negative Service
11/07/2019	1911070057	AWS	09:32:06	930 SCENIC DR	Cad Documentation Only
11/07/2019	1911070075	VEHI	12:01:34	(UNKNOWN ADDRESS)	Field Interview
11/07/2019	1911070081	XPAT	13:00:47	6TH AVE/S WESTHAVEN DR	Unable to Locate
11/07/2019	1911070090	CWS	13:54:46	199 WESTHAVEN DR	Report Taken
11/07/2019	1911070091	488	13:59:51	128 ANDERSON LN	Civil Problem
11/07/2019	1911070093	488	14:03:30	128 ANDERSON LN	Civil Problem
11/07/2019	1911070100	ASSISTA	14:40:18	199 WESTHAVEN DR	Merged Cfs
11/07/2019	1911070112	33X	15:44:06	3443 PATRICKS POINT DR	Billable Alarm
11/07/2019	1911070156	XPAT	21:00:17	6TH AVE/S WESTHAVEN DR	Cad Documentation Only
11/07/2019	1911070175	BOLO	22:34:54	PATRICKS POINT DR/US HWY	Unable to Locate
11/08/2019	1911080003	33X	00:38:33	171 BAKER RANCH RD	Billable Alarm
11/08/2019	1911080026	XPAT	07:00:01	6TH AVE/S WESTHAVEN DR	Cad Documentation Only
11/08/2019	1911080040	33X	09:24:00	3443 PATRICKS POINT DR	Accidental Dial
11/08/2019	1911080088	FU	13:22:53	473 QUARRY RD	Cad Documentation Only
11/08/2019	1911080094	ASSISTP	13:40:47	1 MAIN ST	Cad Documentation Only
11/08/2019	1911080097	TRF	14:08:49	SCENIC DR/MAIN ST	Warned
11/08/2019	1911080128	CUST	16:51:35	357 MAIN ST	Public Assist
11/08/2019	1911080179	XFER	22:57:16	HIGHWAY 101 OFF RAMP/WES	Xfer to CHP
11/09/2019	1911090010	415MW	01:11:25	306 VIEW AVE	No Report
11/09/2019	1911090155	XFER	20:31:11	HIGHWAY 101 OFF RAMP/PAT	Xfer to CHP
11/09/2019	1911090157	XFER	20:42:19	4175 PATRICKS POINT DR	Xfer to CHP





# HUMBOLDT COUNTY SHERIFF'S OFFICE

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## Incident Search Results

City is trinidad or trin, Date Between 11/4/2019 and 11/10/2019

11/12/2019

Date	Inc #	Type	Time	Location	Dispositio
11/10/2019	1911100015	PC	01:22:38	480 PATRICKS POINT DR	No Report
11/10/2019	1911100044	33X	09:35:39	1623 STAGECOACH RD	Billable Alarm
11/10/2019	1911100048	PED	09:58:02	1481 PATRICKS POINT DR	Field Interview
11/10/2019	1911100060	33X	11:42:02	400 JANIS CT	Cancel Per Rp
11/10/2019	1911100098	415MW	18:08:05	3602 PATRICKS POINT DR	Not as Reported



# HUMBOLDT COUNTY SHERIFF'S OFFICE

Incident Search Results  
City is trinidad or trin, Date Between 11/11/2019 and 11/17/2019

11/18/2019

Date	Inc #	Type	Time	Location	Dispositio
11/11/2019	191110052	WELF	10:02:01	.SOMEWHERE NEAR CHER-AE	Public Assist
11/11/2019	191110082	33X	13:22:25	1090 STAGECOACH RD	Cancel Per Rp
11/11/2019	191110084	SAR	13:28:41	(UNKNOWN ADDRESS)	Agency Assist
11/11/2019	191110085	XFER	13:29:53	LIGHTHOUSE RD	Xfer to another agency
11/11/2019	191110086	DISP	13:35:40	584 PACIFIC CT	Cancel Per Rp
11/11/2019	191110122	XFER	19:08:33	27 SCENIC DR	Xfer to CHP
11/11/2019	191110125	BOLO	19:17:00	27 SCENIC DR	Cad Documentation Only
11/12/2019	1911120070	INV	13:26:47	822 N WESTHAVEN DR	Cad Documentation Only
11/12/2019	1911120105	PC	18:32:36	(UNKNOWN ADDRESS)	Unable to Locate
11/12/2019	1911120132	33X	23:27:30	1658 PATRICKS POINT DR	Billable Alarm
11/13/2019	1911130162	601	19:33:09	199 N WESTHAVEN DR	Admonished
11/13/2019	1911130164	PROPF	19:36:16	BELVEDERE LN/KAY RD	Report Taken
11/13/2019	1911130183	PROWL	23:29:54	2349 SCENIC DR	Public Assist
11/14/2019	1911140028	459	09:01:55	824 SCENIC DR	Report Taken
11/14/2019	1911140063	PROB	11:24:21	930 SCENIC DR	Cad Documentation Only
11/14/2019	1911140189	PED	22:28:37	480 PATRICKS POINT DR	Arrest Made
11/15/2019	1911150031	SW	07:51:09	271 LYNDA LN	Arrest Made
11/15/2019	1911150052	CWS	10:26:21	199 N WESTHAVEN DR	Duplicate Call
11/15/2019	1911150072	XFER	12:35:19	651 PARKER ST	Xfer to Medical
11/15/2019	1911150104	ANIMAL	15:18:09	112 TRINIMA RD	Cad Documentation Only
11/16/2019	1911160018	PC	01:55:40	TRINIDAD TRADING COMPANY	No Report
11/16/2019	1911160023	TRF	02:12:58	HIGHWAY 101 OFF RAMP/WES	Warned
11/16/2019	1911160047	FP	07:33:17	300 JANIS CT	Unable to Locate
11/16/2019	1911160090	RO	15:44:43	655 3RD AVE	Cad Documentation Only
11/16/2019	1911160151	PC	22:48:28	TRINIDAD ART GALLERY	No Report
11/17/2019	1911170053	415FAM	11:19:51	199 N WESTHAVEN DR	Cad Documentation Only
11/17/2019	1911170067	ANIMAL	13:11:12	1313 DRIVER RD	Report Taken
11/17/2019	1911170080	RO	15:34:03	122 MOONSTONE BEACH RD	Report Taken
11/17/2019	1911170101	ASSISTA	18:50:26	HIGHWAY 101 OFF RAMP/CLA	Arrest Made

**HUMBOLDT COUNTY SHERIFF'S OFFICE**

Page 1

**Incident Search Results**

City is trinidad or trin, Date Between 11/18/2019 and 12/1/2019

12/03/2019

Date	Inc #	Type	Time	Location	Dispositio
11/18/2019	1911180009	VEHI	02:01:04	27 SCENIC DR	Arrest Made
11/18/2019	1911180010	FP	02:28:11	300 TRINITY ST	No Report
11/18/2019	1911180129	XFER	19:09:55	27 SCENIC DR	Xfer to Medical
11/19/2019	1911190060	33X	11:05:31	968 KINGDOM RD	Billable Alarm
11/19/2019	1911190061	CIVS	11:08:08	825 S WESTHAVEN DR	Call Created in Error
11/19/2019	1911190065	XFER	11:34:43	601 FERNCREST RD	Xfer to Medical
11/19/2019	1911190098	911C	14:15:53	1 CHER-AE LN	Cad Documentation Only
11/19/2019	1911190112	CIVS	15:13:34	4788 WESTHAVEN	Call Created in Error
11/19/2019	1911190113	CIVS	15:14:07	4788 WESTHAVEN DR	Unable to Locate
11/20/2019	1911200060	CWS	10:32:29	199 WESTHAVEN DR	Cad Documentation Only
11/20/2019	1911200074	INC	11:27:40	1 CHER-AE LN	Phone Malfunction
11/21/2019	1911210045	415	10:55:47	343 MAIN ST	Gone On Arrival
11/21/2019	1911210094	CIVS	15:38:51	825 S WESTHAVEN DR	Negative Service
11/21/2019	1911210098	XFER	15:54:28	HIGHWAY 101 UNDER PASS	Xfer to Fire
11/21/2019	1911210110	XFER	17:06:29	359 MAIN ST	Xfer to CHP
11/21/2019	1911210111	BOLO	17:12:14	(UNKNOWN ADDRESS)	Cad Documentation Only
11/22/2019	1911220059	10851	11:24:18	483 EAST ST	Report Taken
11/22/2019	1911220075	PED	12:58:10	201 MAIN ST	Cad Documentation Only
11/22/2019	1911220090	PC	14:32:38	SCENIC DR/BAKER RANCH RD	Cad Documentation Only
11/22/2019	1911220094	CWS	14:55:38	199 N WESTHAVEN DR	Cad Documentation Only
11/22/2019	1911220122	415	17:11:42	389 MAIN ST	Assisted
11/22/2019	1911220124	INV	17:33:45	990 MOONSTONE CROSS	Report Taken
11/22/2019	1911220134	WELF	18:59:48	11 MIDWAY DR	Cad Documentation Only
11/23/2019	1911230055	VEHI	10:13:24	27 SCENIC DR	Report Taken
11/23/2019	1911230098	PC	14:59:37	122 MOONSTONE CROSS	Gone On Arrival
11/23/2019	1911230102	VEHI	15:21:52	122 MOONSTONE BEACH RD	Cad Documentation Only
11/23/2019	1911230120	FWKS	18:14:31	873 HIGHLAND AVE	Cad Documentation Only
11/23/2019	1911230129	PC	19:43:18	873 HIGHLAND AVE	No Report
11/23/2019	1911230131	PC	20:07:50	483 EAST ST	No Report
11/23/2019	1911230136	TRF	21:04:24	HIGHWAY 101 OVERPASS/6TH	Cited
11/23/2019	1911230173	TRF	23:58:16	HIGHWAY 101 OVERPASS/6TH	Warned
11/24/2019	1911240030	911C	09:05:31	481 5TH AVE	Cad Documentation Only
11/24/2019	1911240047	XFER	11:34:13	369 ROUNDHOUSE CREEK RD	Xfer to Fire
11/24/2019	1911240058	911C	13:33:48	1 CHER-AE LN	Cad Documentation Only
11/24/2019	1911240089	XFER	16:38:28	265 PARKER CREEK DR	Xfer to Medical
11/24/2019	1911240103	WELF	18:10:28	594 OLD WAGON RD	Public Assist
11/25/2019	1911250047	ANIMAL	10:01:14	3602 PATRICKS POINT DR	Warned
11/25/2019	1911250100	BITE	16:48:49	1 STAGECOACH RD	Scheduled Incident Created
11/26/2019	1911260025	BITE	07:30:29	1 STAGECOACH RD	Xfer to another agency
11/26/2019	1911260067	CWS	11:25:17	828 TEH PAH LANE	Report Taken
11/26/2019	1911260076	FU	12:04:18	271 LYNDA LN	Not as Reported
11/26/2019	1911260116	XFER	13:48:05	KANE/BIG LAGOON	Xfer to CHP
11/26/2019	1911260129	CIVS	15:05:18	825 S WESTHAVEN DR	Good Service
11/26/2019	1911260179	XFER	18:12:27	83 FOX FARM RD	Xfer to Fire

**HUMBOLDT COUNTY SHERIFF'S OFFICE**

Page 2

**Incident Search Results**

City is trinidad or trin, Date Between 11/18/2019 and 12/1/2019

12/03/2019

Date	Inc #	Type	Time	Location	Dispositio
11/26/2019	1911260180	XFER	18:13:48	QUARRY RD	Xfer to CHP
11/26/2019	1911260200	XFER	19:01:18	(UNKNOWN ADDRESS)	Xfer to CHP
11/26/2019	1911260205	ASSISTA	19:18:21	BIG LAGOON PARK RD/STATE	Public Assist
11/26/2019	1911260228	WELF	20:34:53	SCENIC DR/MAIN ST	Gone On Arrival
11/26/2019	1911260237	XFER	20:54:52	(UNKNOWN ADDRESS)	Xfer to CHP
11/26/2019	1911260240	XFER	21:05:56	QUARRY RD	Xfer to CHP
11/26/2019	1911260241	DISP	21:05:59	BIG LAGOON PARK RD/STATE	Duplicate Call
11/26/2019	1911260253	XFER	21:43:24	PATRICKS POINT DR	Xfer to CHP
11/27/2019	1911270029	XFER	06:10:57	79 NORTH WESTHAVEN	Xfer to CHP
11/27/2019	1911270033	XFER	06:54:13	3252 PATRICKS POINT DR	Xfer to CHP
11/27/2019	1911270043	XFER	07:48:45	(UNKNOWN ADDRESS)	Xfer to Fire
11/27/2019	1911270051	XFER	08:32:10	PATRICKS POINT DR	Xfer to CHP
11/27/2019	1911270094	MPR	11:09:48	463 TRINITY ST	Cad Documentation Only
11/27/2019	1911270110	XFER	12:33:36	306 VIEW AVE	Agency Assist
11/27/2019	1911270199	DISP	21:08:01	201 MAIN ST	Cad Documentation Only
11/27/2019	1911270213	911C	22:12:23	N WESTHAVEN DR/QUARRY RD	accidental Dial
11/27/2019	1911270225	WELF	23:52:54	27 SCENIC DR	Field Interview
11/28/2019	1911280069	911C	18:04:35	1 CHER-AE LN	Cad Documentation Only
11/29/2019	1911290052	XFER	11:12:04	(UNKNOWN ADDRESS)	Xfer to Medical
11/29/2019	1911290071	TRF	13:33:02	201 MAIN ST	Warned
11/29/2019	1911290110	415P	19:27:41	27 SCENIC DR	Report Taken
11/30/2019	1911300023	TRF	07:03:59	HIGHWAY 101 OFF RAMP/CLA	Warned
11/30/2019	1911300084	CUST	14:56:33	199 N WESTHAVEN DR	Assisted
11/30/2019	1911300104	DUMP	16:45:37	(UNKNOWN ADDRESS)	Cancel Per Rp
12/01/2019	1912010103	XFER	17:39:48	423 QUARRY RD	Xfer to Medical



## DISCUSSION AGENDA ITEM 1

**SUPPORTING DOCUMENTATION FOLLOWS WITH: 2 PAGES**

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1. Discussion/Decision Regarding Proclamation 2019-02; Human Rights Awareness Month.

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

Steve Ladwig, Mayor  
Gabriel Adams, City Clerk



## PROCLAMATION 2019-02

### IN RECOGNITION OF HUMAN RIGHTS AWARENESS MONTH

**WHEREAS**, the United Nations Assembly adopted The Universal Declaration of Human Rights in December 1948 and this marked the first attempt in human history to set down the minimum rights every person should enjoy; and

**WHEREAS**, In 2019 public awareness has grown of a lack of civility among groups of people and individuals in their ability to discuss without anger or fear, topics of the day; and

**WHEREAS**, our citizens strive to uphold and defend the right of free speech; and

**WHEREAS**, speech whether free or inhibited, is now strained by intolerant adversaries and from a multitude of pressures, including, but not limited to statements by family members, public officials, on social media, and in schools;

**WHEREAS**, anger and hatred can go unchallenged in our daily lives and in our schools, which leads to bullying and fear-provoking actions, and

**WHEREAS**, the general public participates in retaliatory actions of hate and vile speech because they see no alternative,

**BE IT RECOGNIZED**, that ultimately hate speech, intolerant language, and bias and discrimination, has led to actions which are physically violent, emotionally intimidating, and in some cases lead to physical harm. Such a transformation within our culture is and will further erode the peace and tranquility of our citizens expect and deserve, leading to a more violent community ending in harm to our citizens young and old.

**BE IT FURTHER RECOGNIZED**, that while the citizens of Humboldt County represent a small, mostly rural population center within the framework of our country, we must all act in ways big and small, to change the climate within our control.

**THEREFORE, BE IT RESOLVED**, that in December 2019, individuals, groups of people, agencies, departments, elected officials and public servants choose a different path, a path that acknowledges peace, harmony, and human rights for all. In so doing, we vow to engage hate at all levels possible during the year 2020. Human Rights and freedom from fear must exist for all people or they exist for no one.

**THEREFORE, BE IT PROCLAIMED**, that in service of this resolution, Human Rights Awareness Month will be the beginning of a continuing effort throughout the coming year, The Humboldt Kindness campaign. During this time we advocate for special civic engagement to occur, personal reflection to take place, efforts to educate the public, and a community effort to use kindness instead of hate, regardless of personal perceptions and political views. are the primary goals of our society. Humboldt County to encourage all citizens to educate about The Universal Declaration of Human Rights and privileges and freedoms we enjoy in our diverse society.

**PASSED, APPROVED, AND ADOPTED** by the Trinidad City Council on December 10, 2019.

Attest:

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

\_\_\_\_\_  
Steve Ladwig  
Mayor

## Trinidad City Clerk

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**From:** Human Rights <humboldt.humanrights@gmail.com>  
**Sent:** Thursday, November 07, 2019 8:17 AM  
**To:** bdory@cityofarcata.org; cityclerk@bluelake.ca.gov; cityclerk@ci.eureka.ca.gov; cityclerk@ci.ferndale.ca.us; mwilbanks@city.fortuna.ca.us; knoppk@cityofriodell.ca.gov; cityclerk@trinidad.ca.gov; Kathy Hayes  
**Subject:** Human Rights Awareness Month  
**Attachments:** Proclamation 2019 (1).docx

Good day:

The Humboldt County Human Rights Commission annually asks our cities and the county to observe Human Rights Awareness Month in asking those groups to create and present a proclamation to the public at one of your December meetings.

This year, since we are using December to launch a yearlong #Kindness 2020 campaign, we hope you will accept and use the attached proclamation template. We would appreciate the opportunity to attend the appropriate meeting, receive the proclamation, and speak for up to three minutes to introduce our Kindness Campaign which, among other things hopes to address divisive and hateful dialogue within our communities. We will also hope to give greater detail on how your city can participate in bringing #Kindness to our communities in a subsequent meeting.

We trust you will be able to respond soon so we can schedule a volunteer to attend the meeting that fits your schedule best.

With sincere thanks,  
Jim Glover, Chair

--  
Human Rights Commission of Humboldt County



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## DISCUSSION AGENDA ITEM 2

**SUPPORTING DOCUMENTATION FOLLOWS WITH: 34 PAGES**

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2. Discussion/Decision to Award Consultant Agreement for Active Transportation Education Services.

## AGENDA ITEM

Date: December 11, 2019

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Item:           **CONSIDER AWARD OF CONSULTANT AGREEMENT FOR ACTIVE  
TRANSPORTATION EDUCATION SERVICES**

The Van Wycke Bicycle and Pedestrian Connectivity Project includes \$22,000 in Caltrans funding for a non-infrastructure program to increase bicycle and pedestrian safety and activity in Trinidad. The City issued the attached RFP for active transportation education services on November 22, 2019.

Proposals received by the RFP deadline (2 pm Friday 12/6) are attached, but the timing did not permit staff to review the proposals and make a recommendation for award prior to the agenda packet deadline. On Monday, City Clerk, City Manager and Grant Coordinator will review and rank the competitive proposals received by the deadline. Staff will present their recommendation at the Council meeting for award of a contract not to exceed \$17,978 for active transportation education services to the organization/individual with highest ranking proposal, or for rejecting all proposals and re-advertising.

Caltrans' specific procurement requirements are described in their *Local Assistance Procedures Manual* Chapter 10 Consultant Selection (*LAPM*), adopted by the Council on February 15, 2018. Following the applicable LAPM procedures, the City developed a Request for Proposals (RFP) which was issued on November 22. This includes posting flyers in the three locations, posting the RFP on the City website, and advertising in the November 27<sup>th</sup> Mad River Union. In addition, staff searched for consultants that provide active transportation educational services and emailed the RFP to the potential consultants identified.

Because this staff report is being prepared prior to the RFP deadline (and agenda packet deadline), it is not known how many proposals will be received. If fewer than three proposals are received, the City's options are to 1) reject all proposals and re-advertise the RFP; or 2) document an explanation and public interest justification before proceeding with the award. Only four potential consultants have been identified. The Caltrans staff confirmed they were not aware of any other consultants for this type of services. Therefore, re-advertising the RFP is not likely to result in additional proposals and would not justify the time and cost of re-advertising. The staff recommendation to be presented at the Council meeting will address this issue if necessary.

**Staff Recommendation:** The recommendation presented at the meeting will be for one of the following: to award to the consultant with the highest scoring proposal or to reject all proposals and re-advertise the RFP.

**Attachments:**

- Request for Proposals including Addendum 1
- Proposals received by the deadline of 2 pm Friday, December 6

**CITY OF TRINIDAD**  
**REQUEST FOR PROPOSALS (RFP)**  
**Active Transportation Program Non-Infrastructure Services**

**Request Closing Date:** December 6, 2019

**Request Contact Person:** Becky Price-Hall, Project & Grant Coordinator  
Email: [rpricehall@trinidad.ca.gov](mailto:rpricehall@trinidad.ca.gov)

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## **Notice Inviting Proposals and Introduction:**

The City of Trinidad is requesting proposals (RFP) for Active Transportation Non-Infrastructure services.

The Trinidad Bicycle & Pedestrian Education Program will be funded with Caltrans Active Transportation dollars and will require the Consultant to follow all pertinent local, State, and Federal laws and regulations.

Total amount payable to the Consultant shall not exceed \$16,760 and with a performance period of the contract from the date approved by Council to the June 30, 2021.

The proposals submitted in response to this RFP will be used as a basis for selecting the Consultant for this project. The Consultant's proposal will be evaluated and ranked according to the criteria provided in Appendix B, "Evaluation Criteria," of this RFP.

Addenda to this RFP, if issued, will be posted on the website below and sent via email to all interested prospective Consultants that have provided an email address to the City of Trinidad at [cityclerk@trinidad.ca.gov](mailto:cityclerk@trinidad.ca.gov). The RFP and any addenda will be posted on the City of Trinidad website at: <http://trinidad.ca.gov>.

The Consultant's attention is directed to Appendix A, "Proposal Requirements."

Submit five (5) hard copies of the Consultant's proposal. The hard copies shall be mailed or submitted to the City of Trinidad, PO Box 390, Trinidad, CA 95570 prior to **2:00 P.M., December 6, 2019**. Proposals shall be submitted in a sealed package clearly marked "**ATP Non-Infrastructure Services**" and addressed as follows:

City of Trinidad  
PO Box 390  
409 Trinity Street  
Trinidad, CA 95524

Proposals received after the time and date specified above will be considered nonresponsive and will be returned to the Consultant.

Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the Consultant. To be considered, however, the modified Proposal must be received prior to 2:00 P.M., **December 6, 2019**.

Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Consultant will be considered nonresponsive and rejected.

This RFP does not commit the City of Trinidad to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City of Trinidad reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the City of Trinidad to do so. Furthermore, a contract award may not be made based solely on price.

The prospective Consultant is advised that should this RFP result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the City of Trinidad.

All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract.

The anticipated consultant selection schedule is as follows:  
Proposal review and evaluation: December 6-9, 2019  
Contract Award and Notice to Proceed: December 10, 2019

The City of Trinidad requires that Respondents restrict all contact and questions regarding this RFQ to the individual named below. Any questions related to this RFP shall be submitted in writing to the attention of Becky Price-Hall in writing via email at [rpricehall@trinidad.ca.gov](mailto:rpricehall@trinidad.ca.gov). Questions shall be submitted before 1:00 PM on November 29, 2019.

No oral question or inquiry about this RFP shall be accepted.

**Deadline Submission: December 6, 2019 by 2:00 p.m.**

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## Project Description and Background

The City of Trinidad is working to improve conditions for walking and bicycling within the current city limits and expand the network of opportunities for multi-modal transportation, including bicycling, walking and other forms of active transportation. Focusing on non-motorized modes of transportation, we hope to improve safety and mobility and increase the number of people walking and biking.

The Trinidad Bicycle and Pedestrian Education Program is designed to encourage Trinidad residents and community members to use active modes of transportation and educate them about bicycle and pedestrian safety. The program will include setting up an Active Transportation booth at the annual Trinidad Fish Festival to show posters of the City's pedestrian and bicycle improvements, including the Van Wycke Trail improvements. A Trinidad Bicycle and Pedestrian Route Map will be prepared for dissemination at the Fish Festival, at City Hall and at other venues as appropriate. A Bicycle Rodeo will be planned and implemented that is geared to teach children about bicycle and pedestrian safety and encourage use of active modes of transportation. The Consultant will work with City staff, agency partners, the County Sheriff deputy, Trinidad School staff and others to coordinate preparation of events, posters and maps.

This is a Caltrans-funded Active Transportation Program non-infrastructure project associated with the Van Wycke Bicycle and Pedestrian Connectivity Project.

## Scope of Services:

**Note:** *The final Scope of Services is subject to change following the selection process and negotiations with the selected individual(s) and/or firm(s). Therefore, the City reserves the right to make revisions. The final contract will comply with Caltrans' Mandatory Fiscal Provisions, including labor/wage requirements, and fiscal management provisions.*

## SCOPE OF WORK

### General:

The City of Trinidad is interested in contracting with a Consultant that will conduct and coordinate specified tasks related to the Trinidad Bicycle & Pedestrian Education Program.

The work shall comply with the requirements of all of the following without limitation, and shall apply to this RFP and any subsequent contract as though incorporated herein by reference: ATP Grant requirements, federal laws, state laws, local laws, City rules and regulations, rules and regulations of other authorities with jurisdiction over the procurement of products.

The Consultant shall comply with all insurance requirements of the City of Trinidad, included in the sample contract in Attachment 2.

### Services to be Provided:

The Consultant selected shall provide all services to complete the Trinidad Bicycle & Pedestrian Education Program. Specifically, the Consultant selected will be required to complete the following:

- **Project Management** – Submit progress reports to City of Trinidad for the project.
- **Education** – provide educational information, classes, and bike rodeos to inform classrooms of opportunities, safety, and navigation of the existing/proposed sidewalk and bike and pedestrian trails.
- **Encouragement** – coordinate special events and activities to promote ongoing walking and biking in the City of Trinidad.
- **Evaluation** – Assist with pre and post active travel (bicycle and pedestrian) counts using approved Caltrans methodology.
- **Enforcement** – Collaborate and coordinate with local law enforcement and stakeholders to increase safe driving, cycling and pedestrian practices around the City of Trinidad.
- **Contract Term** – Contract amendments are required to modify the terms of the original contract for changes such as extra time, added work, or increased costs and must be done prior to expiration of the original contract. Only work within the original advertised scope of services shall be added by amendment to the contract.
- **Method of Payment** – Lump Sum Fee. The consultant performs the services stated in the contract for an agreed amount as compensation, including a net fee or profit.

**Minimum Qualifications of Personnel** – The Consultant shall meet the appropriate minimum qualifications as required by this contract.

**Materials to be provided by the Agency** - The Consultant shall provide all materials to complete the required work in accordance with the delivery schedule and cost estimate outlined in each Task Order. Materials (if deemed applicable, necessary, and when available) that may be furnished or made available by the City of Trinidad and where listed in the individual Task Orders and this Contract, are for the Consultant's use only, shall be returned at the end of the Contract.

**Work to be performed by the Agency:**

Task Name A:			Active Transportation Information Booth at Trinidad Fish Festival	
Task Summary A:			Disseminate information about non-motorized routes and bike/pet safety education	
	Start Date	End Date	Task Activities A	Deliverables A
1.	Apr-21	Jun-21	Prepare project information poster	Bicycle & Pedestrian Connectivity Project Poster
2.	Apr-21	Jun-21	Prepare bike/ped safety information poster	Bicycle and Pedestrian Safety Poster
3.	May-21	Jun-21	Set-up, staff, take down informational booth	Staff informational booth
Task Name B:			Trinidad Bicycle and Pedestrian Route Map	
Task Summary B:			Prepare map showing bicycle and pedestrian routes in and around Trinidad	
	Start Date	End Date	Activities B	Deliverables B
1.	Jan-20	Jun-20	Pre and Post Project Active Travel Volume Counts using Caltrans approved methodology.	Pre-project active travel count report Post-project active travel count report
2.	Jan-20	Feb-21	Design and Prepare Map	Active Transportation Program meeting notes Trinidad Bicycle and Pedestrian Route Map
3.	Feb-21	Mar-21	Distribute Map	Deliver 500 copies of map brochures to City
Task Name C:			Bike Rodeo	
Task Summary C:			Educate public and children about active modes of transportation and bike safety.	
	Start Date	End Date	Task Activities C	Deliverables C
1.	Jan-20	May-21	Bicycle Rodeo Planning	Event Agenda
2.	Jan-21	May-21	Outreach	PSAs and press releases
3.	May-21	May-21	Bicycle Rodeo Implementation	Bicycle Rodeo Event

**Other Terms and Conditions:**

**Conflict of Interest Requirements** - The Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest. If a Consultant discovers a conflict during the execution of an assigned task order, the Consultant must immediately notify the City Contract Manager regarding the conflicts of interest. The City Contract Manager may terminate the Task Order involving the conflict of interest and the City may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify City Contract Manager may be grounds for termination of the contract for default pursuant to Appendix C, Consultant Contract, Section C, *Suspension and Termination*.

The City reserves the right to reject any or all responses. The City reserves the right to waive any variances from the original Request for Proposals' specifications in cases where the variances are considered to be, in the sole discretion of the City, in the best interests of the City.

All proposals submitted in response to this RFP shall become the property of the City. The City retains the right to use any or all of the information presented in any proposal to the RFP, whether amended or not. Selection or rejection of the proposal does not affect this right.

Contract(s) shall be awarded to the applicant(s) determined to be the best qualified to meet the City's needs, with a mutually agreeable start date.

**CITY OF TRINIDAD**  
**REQUEST FOR PROPOSALS (RFP)**  
**Addendum 1**  
**Active Transportation Program Non-Infrastructure Services**

**Issued:** December 2, 2019

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**ERRORS Identified in RFP**

- Page 1 Total amount payable to the Consultant shall not exceed ~~\$16,760~~ **\$17,978...**
- Page 5 Table of Tasks: **Task B. 1 End Date should have been June-21 (2021) rather than Jun-20.**

	Start Date	End Date	Activities B
1.	Jan-20	<del>Jun-20</del> Jun-21	Pre and Post Project Active Travel Volume Counts using Caltrans approved methodology.

**Questions from potential respondents with City of Trinidad responses**

- 1) **Question:** Under 'Services to be Provided' on page 4, it notes that the NI contractor would assist with evaluation/pre and post counts. Who is leading the coordination for the counts? With a budget of \$16K for all of these tasks, we are assuming the city will be coordinating the pre and post counts and the NI contractor will just be assisting during the actual counts and developing pre and post count reports. Is this a correct assumption? Although pre and post counts are now required for all ATP projects they do take time and resources.

**Response:** *The City of Trinidad will coordinate the pre and post counts as well as draft the procedures and study design (based on the ATP Interim Count Methodology), and draft the count reports. The Task B.1 would be consultant assistance for review of the procedures, assisting during the actual counts if needed, and assisting with developing the count reports. The proposal could specify "up to xx hours" for this task.*

- 2) The ATP NI incentive and safety equipment allowances (per Caltrans and CTC) do not allow for the purchase of helmets for bike rodeo participants. We have found that providing helmets for bike rodeo participants not only affords reassurance that participants will be safe, they can also help ensure a successful event by attracting more participants. Will the City seek additional funding sources to provide free helmets at the bike rodeo? Or would the NI contractor be tasked with this fund seeking?

**Response:** *The City did not consider the possibility of developing funding for purchase of helmets as an incentive, however it sounds like a good idea. Assistance with obtaining helmets (or funding for helmets) could be proposed as part of Task C. Bike Rodeo.*

- 3) Do the task start and end dates reference the month and year that the task will be completed? For instance Apr-21 would be April 2021? If so, would the City consider a shortened timeline that ends before June 2021?

Response: Yes, Apr-21 = April 2021. The City would consider a proposal for a shortened timeline. FYI, the Trinidad Fish Festival (Task A) is held on the third Sunday of June (Father's Day). It would also have to be determined if the schedule change would require approval from the California Transportation Commission.

## Appendix A. Proposal Requirements

If you or your firm is interested in the opportunity to provide services to the City for this program, please provide the following information in the Consultant Proposal:

- Firm or Individual Name, Address, Telephone Number, Email Address, Website address and Year Organized of the firm or person submitting the proposal;
- Description of work and overall approach, specific techniques that will be used, and administrative and operations expertise to be used.
- Workplan and Work Schedule – include activities, tasks and their delivery schedule.
- Personnel – list of personnel who will be working on this project, and their qualifications and resumes.
- Resources – If applicable, explanation of what type of equipment is needed to perform services.
- If applicable, identify all subcontracts to be used, description of each and the work by each subconsultant. Subconsultant resumes should be provided. No work shall be subcontracted unless listed in the proposal.
- A description of capabilities to satisfy the requirements of this RFP; including any previous experience or services provided to jurisdictions similar in scope and size, demonstration of technical ability to deliver and administer active transportation education & outreach projects;
- Provide a minimum of three (3) references for *similar* services only, who can attest to the Respondent’s knowledge, quality of work, timeliness, diligence, and professionalism. Respondent must include names, contact persons, and phone numbers for all references;
- Conflict of interest statement.
- Consultant Fee schedule.
- The proposal shall include a cost proposal itemizing labor and other costs for each task of the proposal including staff name and position, hourly rate, number of hours, total task hours, total labor costs and other costs. All subconsultants should be included. Cost proposal shall be included with the proposal and will be a part of the evaluation criteria. Cost proposal format may differ from sample but must show all required fields.

Sample Cost Proposal format					
Task	Name/title	Hourly rate	Task hours	Total Labor	Total Task Budget
Task A	List each individual				
Total Task A					
Task B					
Task C					
Other Costs:	List reimbursable costs for each task				
Total Budget					\$

## Appendix B. Proposal Evaluation

### Evaluation Process

Proposals will be evaluated by a City of Trinidad Selection Committee (Committee). The Committee may be composed of City of Trinidad staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee.

All contacts during the evaluation phase shall be through the City of Trinidad Contract Administrator/Project Manager only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

### Evaluation Criteria:

These criteria are to be utilized in the evaluation of the Proposals of those respondents to be considered.

<b>Consultant/Firm Name:</b>		
<b>Criteria</b>	<b>Max Points</b>	<b>Score</b>
Consultant Proposal	<b>15</b>	
Cost Proposal	<b>35</b>	
Staff Qualifications and Approach	<b>15</b>	
Project Workplan and Work Schedule	<b>20</b>	
Project References	<b>20</b>	
Conflict of Interest Statement	<b>Pass/Fail</b>	
References	<b>15</b>	
Evaluator Name: _____ Signature: _____ Date: _____	<b>Total Score:</b>	

## Appendix C. Sample Consultant Contract

## PROFESSIONAL SERVICES AGREEMENT

### City of Trinidad / CONSULTANT

This Agreement for Services (Agreement) is dated for identification this [date], and is made by and between the City of Trinidad (referred to as City) and [consultant], a [entity type] (referred to as "Consultant") whose address is \_\_\_\_\_. Hereinafter, the City and Consultant collectively shall be referred to as "the Parties."

#### RECITALS

- A. City desires professional services to assist in certain work described briefly as Trinidad Bicycle and Pedestrian Education Program Non-Infrastructure work, referred to herein as the "Services" or "Project".
- B. Consultant has demonstrated that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- C. Conflict of Interest: Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 et seq.), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

NOW, THEREFORE, in consideration of the recitals and mutual promises contained herein, City does hereby engage CONSULTANT, and CONSULTANT agrees, to perform the services set forth herein in accordance with the following terms and conditions:

1. **Description of Services.** CONSULTANT agrees to perform services as set out in Exhibit A, "Scope of Work, Compensation" attached hereto and incorporated herein.
2. **Standards of Performance.**
  - A. *Standard of Care.* The standard of care for all professional services performed or furnished by CONSULTANT under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
  - B. *Accuracy of services.* City shall not be responsible for discovering deficiencies in the technical accuracy of CONSULTANT's services. CONSULTANT shall correct any such deficiencies in technical accuracy without additional compensation except to the extent that such corrective action is directly attributable to deficiencies in City furnished information. However, City shall

be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by City to CONSULTANT pursuant to this Agreement. Consultant may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this agreement.

C. *Special Conditions.* CONSULTANT shall comply with all additional terms set forth in Exhibit B "Special Conditions," if any are so required: \_\_\_\_\_ Special Conditions; \_\_\_\_\_ No Special Conditions.

3. Compensation for Services, Payment.

A. *Compensation.* City shall pay CONSULTANT as set forth in Exhibit A, not to exceed \$ \_\_\_\_\_.

B. *Preparation and Submittal of Invoices.* CONSULTANT shall prepare and submit its invoices to City no more than once per \_\_\_\_\_ [month; quarter] and no later than the 15<sup>th</sup> day of each \_\_\_\_\_ [month; quarter].

C. *Payments.* All reasonable efforts will be made by City to pay undisputed invoices within 30 days of receipt. If City contests an invoice, City may withhold that portion so contested and pay the undisputed portion.

D. *Withholding of Payment.* City may withhold all or any portion of the funds provided for by the Agreement in the event that the CONSULTANT has materially violated, or threatens to materially violate, any term, provision, or condition of this Agreement; or the CONSULTANT fails to maintain reasonable progress toward completion of the Services or any component thereof.

4. Commencement, Completion.

A. *Commencement.* Services of CONSULTANT shall commence upon full execution of this Agreement by all parties, and the Agreement shall remain in full force until [date]. No work, services, material or equipment shall be performed or furnished under this Agreement until the City has delivered a fully executed Agreement to the CONSULTANT. A signed Agreement is considered notice to proceed.

B. *Time for Completion.* CONSULTANT shall complete services as set forth in Exhibit A. If City authorizes changes in the scope, extent, or character of the Services, then the time for completion of CONSULTANT's services, and the rates and the amounts of CONSULTANT's compensation, shall be adjusted equitably. If CONSULTANT fails, through its own fault, to complete the performance required in this Agreement within the time set forth, then City shall be entitled to the recovery of proximate damages resulting from such failure.

C. *Suspension and Termination.*

1) Suspension. At any time and for any reason, the City may temporarily suspend the Services upon five days' written notice to CONSULTANT. In such event, CONSULTANT shall perform no additional services under this Agreement until the City has provided written notice to CONSULTANT to re-commence Services.

2) Termination. The obligation to provide Services under this Agreement may be terminated for cause by either party upon 30 days written notice in the event of substantial failure by the other party. Notwithstanding the forgoing, this Agreement will not terminate under this paragraph if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceed diligently to cure such failure within no more than 30 days of receipt thereof; provided however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

3) Project Suspension or Abandonment. The City may for any reason and at any time suspend indefinitely the Services and/or abandon the Project, or any part thereof, upon written notice to CONSULTANT.

D. *Payments Upon Termination*. In the event of any termination under this section 4, CONSULTANT will be entitled to invoice the City and to receive payment for all acceptable services performed or furnished and all reimbursable expenses incurred through the effective date of termination.

E. *Delivery of Project Materials to City*. Prior to the effective date of termination, the CONSULTANT will deliver to City all data and originals of all plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work or other materials for which City has compensated Consultant, and all such material shall become the property of the City upon delivery.

5. *Independent Contractor*. CONSULTANT, in performing Services, shall act as an independent contractor and shall have control of his/her work and in the manner in which it is performed. He/she shall be free to contract for similar services to be performed for others while under contract with the City. CONSULTANT is not to be considered an agent or employee of the City. CONSULTANT agrees to furnish at his/her own expense all tools, equipment, services, labor, and materials necessary to complete all requirements of this Agreement.

6. *Insurance Requirements*. CONSULTANT shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

City reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this agreement.

A. Workers Compensation & Employers Liability Insurance

- Required if Consultant has employees.
- Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per

employee; \$1,000,000 Disease per policy.

- Required Evidence of Coverage: Properly completed Certificate of Insurance.

If Consultant currently has no employees, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

**B. General Liability Insurance**

- Commercial General Liability Insurance no less broad than Insurance Services Office (ISO) form CG 00 01.
- Coverage shall be on a standard Occurrence form. Claims-Made forms are not acceptable without prior written consent. Modified, limited or restricted Occurrence forms are not acceptable without prior written consent.
- Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, **(Entity)** requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by **(Entity)**. Consultant is responsible for any deductible or self-insured retention and shall fund it upon **(Entity's)** written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving **(Entity)**.
- **(Entity)** shall be endorsed as an additional insured for liability arising out of operations by or on behalf of the Consultant.
- The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard ("F" definition of insured contract in ISO form CG 00 01, or equivalent).
- The insurance provided to **(Entity)** as an additional insured shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by **(Entity)**.
- The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
- Required Evidence of Coverage:
  1. Copy of the additional insured endorsement or policy language granting additional insured status;
  2. Copy of the endorsement or policy language indicating that coverage applicable to **(Entity)** is primary and non-contributory; and
  3. Properly completed Certificate of Insurance.

**C. Professional Liability/Errors & Omissions Insurance**

- Minimum Limits: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by **(Entity)**.
- If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- Coverage applicable to the work performed under this agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or

(3) replacement insurance with a retroactive date no later than the commencement of the work under this agreement.

- Required Evidence of Coverage: Properly completed Certificate of Insurance.

D. Automobile Liability Insurance

- Minimum Limit: \$1,000,000 combined single limit per accident.
- Coverage shall apply to all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this agreement or any extensions of the term.
- Coverage shall apply to hired and non-owned autos.
- Required Evidence of Coverage: Properly completed Certificate of Insurance.

E. Standards for Insurance Companies

- Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

F. Documentation

- The Certificate of Insurance shall include the following reference: **(Contract number or project name)**.
- The name and address for Additional Insured endorsements and Certificates of Insurance is: **(Exact name and address)**
- Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- Current Evidence of Coverage shall be provided for the entire required period of insurance.
- Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

7. Indemnity: When the law established a professional standard of care for CONSULTANT's services, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless City and any and all of its boards (including the council, boards, commissions, committees and task forces), officials, employees and agents (collectively, "indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or sub-contractors or any entity or individual for which CONSULTANT shall bear legal liability in the performance of professional services under this Agreement.

Other than in the performance of professional services and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the City, and any and all of the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by CONSULTANT or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of CONSULTANT.

CONSULTANT's responsibility for defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law.

The defense and indemnification obligations of the Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

8. Subcontracting: No services covered by the Agreement shall be subcontracted without the prior written consent of the City. In the event subcontracting is approved, the following shall apply:
  - A. CONSULTANT shall include in all subcontracts and require of all subcontractors all insurance and indemnity requirements and provisions of the Agreement that are applicable to any subcontractor's scope of work. Subcontractor's responsibility for defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.
  - B. Each subcontractor shall be obligated to Consultant and the City in the same manner and to the same extent as CONSULTANT is obligated to the City under this agreement. If hiring a subcontractor to perform any Services, the subcontractor shall include in the sub-contract all provisions of this Agreement including all insurance and indemnity provisions that are applicable to said subcontractor's scope of work.
  - C. CONSULTANT shall furnish a copy of the Agreement's insurance and indemnity provisions to all subcontractors upon request. Upon request from the City, Consultant shall provide insurance certificates and endorsements of its subcontractors.
9. Document Submission and Title to Documents: CONSULTANT agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work or other materials produced in the performance of this Agreement is considered work made for hire and shall become the property of the City upon delivery. City may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement.
10. Permits and Licenses: Prior to execution of the Agreement, the CONSULTANT shall obtain and maintain throughout the Agreement period all licenses required by law including but not limited to a valid City of Trinidad business license.
11. Modification, Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the Parties.
12. Assignment: This Agreement is not assignable by the CONSULTANT, either in whole or in part.
13. Audit of Records: CONSULTANT shall maintain complete and accurate records of all payrolls, expenditures, disbursements and other cost items charged to the City or establishing the basis for an invoice, for a minimum of four years from the date of final payment to CONSULTANT. All such records shall be clearly identifiable. CONSULTANT shall allow City representatives to inspect, examine, copy and audit such records during regular business hours upon 24 hours' notice.
14. Designated Representatives: With the execution of this Agreement, CONSULTANT and City shall designate specific individuals to act as CONSULTANT's and City's representatives with respect to the services to be performed or furnished by CONSULTANT and responsibilities of City under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and implement the contract on behalf of each respective party.

15. Governing Law: This Agreement and performance hereunder and all suits and special proceedings shall be construed in accordance with the laws of the State of California. In any action or proceedings that may be brought from or connected in any way to this Agreement, the laws of the State of California shall be applicable and shall govern to the exclusion of any of the law of any other forum. Venue shall be fixed in Humboldt County.
16. Disputes: City and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking any procedures of this Agreement, or exercising their rights under law. Prior to court action, the parties agree to pursue mediation as a means to settle any dispute.
17. Entire Agreement: This agreement together with the exhibits identified below constitutes the entire Agreement between City and CONSULTANT for the Services and supersedes all prior written or oral understandings.
18. Nondiscrimination: CONSULTANT shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
19. Notices. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, mailed postage prepaid, or commercial courier service. All notices shall be effective upon the date of the receipt.
20. Severability/Unenforceable Provision: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, it shall be severable from the remainder of the Agreement and all remaining provisions shall continue to be valid and binding upon City and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The Parties agree that all other provisions of this Agreement shall have force and effect and not be affected thereby.
21. Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
22. Timeliness: Time is of the essence in the performance of this Agreement. CONSULTANT shall proceed with and complete the Services in an expeditious manner.
23. Waiver: Neither the acceptance of CONSULTANT's work nor the payment thereof shall constitute a waiver of any provisions of this Agreement. A waiver of any breach shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

24. Exhibits Included: The Following Exhibits are attached hereto and incorporated into this Agreement:

- Exhibit A: Scope of Work, Compensation
- Exhibit B: Special Conditions
- Exhibit C: Request for Proposals

In the event of conflict between the terms and conditions of this agreement and those within any Exhibit hereto, the terms and conditions of this Agreement shall prevail over any Exhibit hereto.

25. Attorney's Fees: Should any litigation or arbitration be commenced between the parties hereto concerning this Agreement, or the rights and duties of any party in relation thereto, the party prevailing in such litigation or arbitration shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorney's fees in such litigation or arbitration.

**DESIGNATED REPRESENTATIVES:**

**CITY:**

Name: Becky Price-Hall  
Title: City of Trinidad  
Phone: 707-499-6454  
Email: [rpricehall@trinidad.ca.gov](mailto:rpricehall@trinidad.ca.gov)

**CONSULTANT:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

IN WITNESS WHEREOF, this Agreement is executed by the City of Trinidad and by CONSULTANT. The person executing this Agreement on behalf of CONSULTANT warrants and represents that he/she has the authority to execute this Agreement on behalf of CONSULTANT and has the authority to bind Consultant to the performance of its obligations hereunder.

**CITY:**

By: Eli Naffah  
Signature \_\_\_\_\_  
City Manager  
Date: \_\_\_\_\_  
Address: City of Trinidad  
409 Trinity Street  
PO Box 390  
Trinidad, CA 95570

**CONSULTANT:**

Firm Name: \_\_\_\_\_  
By: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
Employer Tax ID # \_\_\_\_\_

## Proposal from Redwood Community Action Agency

<b>Project Name:</b>	City of Trinidad Pedestrian and Bicycle Safety Program
<b>City Contact Person:</b>	Becky Price-Hall, 707-499-6454 rpricehall@ca.trinidad.gov
<b>Proposal Deadline:</b>	December 6, 2019 at 2pm

**Firm or Individual Name, Address, Telephone Number, Email Account, Website Address, and Year Organized of the firm or person submitting the proposal:**

Redwood Community Action Agency (RCAA)  
Jenny Weiss, Projects Coordinator  
904 G Street Eureka, CA 95501  
(707) 269-2062  
<http://www.rcaa.org>  
Incorporated February 1980

**Description of work and overall approach, specific techniques that will be used, and administrative and operations expertise to be used:**

Our Approach is consistent with the scope of work outlined in the Request for Proposals. We have outlined our approach by task and have further clarified our intended approach by adding subtasks. We also address our project management plan for completing these services to the quality expected by the City of Trinidad.

**Management Plan**

The RCAA team is experienced in leading Active Transportation Program Non-Infrastructure services and large-scale planning and implementation projects. Our focus on relationship building, effective communication, and attention to detail for work products lend professionalism and creativity to each of our projects. Our history of successful work with local jurisdictions, agencies and community groups throughout Humboldt County exemplifies RCAA's capacity for multi-disciplinary collaboration and professionalism.

RCAA's long-standing success at developing excellent work relationships will ensure efficiency and clear communication to assure project deadlines and quality of work. In addition to close communication and strong relationships with project partners, RCAA has successfully managed multi-year, multi-firm planning projects by holding weekly team calls for coordination, task development and review of products. Our effective project management skills and tools will ensure our work serves the need of City of Trinidad. In addition, RCAA's comprehensive local experience with non-infrastructure programs will ensure efficiency and close understanding of intended outcomes.

## **Approach by Task**

### **Task A. Disseminate information about non-motorized routes and bike/ped safety education**

As soon as a contract would be awarded, the RCAA team will commence refining the project timeline and schedule with the City of Trinidad an appropriate date to hold an in-person project start-up meeting to discuss deliverables to complete each project task and outline immediate tasks for each RCAA staff member.

The RCAA team is a local team that has already developed a strong working relationship within the bicycle and pedestrian education and Safe Routes to School community through our past and current projects as well as our facilitation of the Countywide Safe Routes to School Task Force. Therefore, we can hit the ground running on this project and be extremely responsive to project needs as they arise.

We are very well suited to disseminate information about non-motorized routes and pedestrian and bicycle safety from over ten years of experience developing and implementing successful Safe Routes to School (SRTS) programs throughout Humboldt County. Projects completed include the Redwood Crossing Guard program, the Redwood Mobility Education Program, the SRTS Prioritization Tool project for the Humboldt County Association of Governments, the Lafayette Elementary Remote Drop Off Program, Toddy Thomas ATP project, the Arcata Elementary ATP program, and the City of Fortuna's South Fortuna Elementary School SRTS Pedestrian and Bicycle Safety Program. Currently we are assisting Humboldt County Public Health, the City of Rio Dell and the City of Fortuna on their SRTS/ATP projects. We have extensive knowledge and experience implementing pedestrian and bicycle safety education programs in the classroom as well as in the field, at public workshops, events, and festivals, and have project staff that is a League Certified Bicycle Instructor through the League of American Bicyclists. We also have the ability to consult with and involve bicycle and pedestrian education professionals and advocates from the Countywide SRTS Task Force to help create an even more robust and effective program.

#### **Task A.0 Project Management**

The RCAA team will meet with City staff to finalize the project scope and discuss the first project tasks to refine the project schedule and meeting dates. The RCAA team will prepare invoices to the City of Trinidad on the invoicing cycle deemed most appropriate by City staff. The RCAA team will participate in check-in calls with City staff as needed to ensure clarity on project management tasks.

#### **Task A.1 Prepare project information poster**

The RCAA team will design and prepare an educational and attractive informational poster to help disseminate information about this Bicycle & Pedestrian Connectivity Project to the public.

#### **Task A.2 Prepare bike/ped safety information poster**

The RCAA team will design and prepare an attractive and educational poster, and develop other educational materials if deemed necessary and appropriate by City

staff for the Trinidad Fish Festival in order to educate and assist the public in increasing knowledge and safety of non-motorized transportation.

**Task A.3 Set-up, take down informational booth**

The RCAA team will set up, staff, and take-down an educational booth on Active Transportation at the Trinidad Fish Festival. The booth will highlight this Bicycle & Pedestrian Connectivity Project as well as fun, interactive bicycle and pedestrian safety activities and information. Spanish language interpretation at the booth will be available if deemed necessary.

**Task B. Trinidad Bicycle and Pedestrian Route Map**

RCAA has extensive experience in high quality graphic design. We have developed numerous helpful and attractive bicycle and pedestrian route maps listing suggested routes, distances, and the time it takes to walk or bike as an encouragement strategy to help parents and caregivers feel more comfortable allowing their children to walk or bike to school. We have also created arrival/dismissal maps with procedures for schools, cities, and counties. Our maps have helped schools and districts throughout Humboldt County establish clear routes as well as expectations on how to drop off and/or pick up children from school safely to create safer school transportation for all. We also developed the Humboldt Bay Area Bicycle Map and the El Dorado County Bicycle Map to increase the safety and number of residents and visitors riding their bicycles for transportation and/or recreation.

**Task B.1 Pre and Post Project Active Travel Volume Counts using Caltrans approved methodology.**

As deemed appropriate by City staff, RCAA will assist City staff with reviewing procedures for conducting project active travel volume counts using Caltrans approved methodology. NRS will also assist City staff as needed during actual counts and with pre and post construction count reports.

**Task B.2 Design and Prepare Map**

RCAA staff will conduct needed research and ground-truthing to develop a draft and final bicycle and pedestrian route map with suggested bicycle and pedestrian routes that highlight suggested routes for travel as well as areas of special interest within the City of Trinidad.

**Task B.3 Distribute Map**

RCAA staff will review and update draft map with City staff, have it printed, and distribute to residents and potential users. RCAA will work with Trinidad Elementary, businesses, and organizations to determine the best distribution strategy as well as posting on relevant websites or social media sites.

**Task C. Bike Rodeo**

RCAA will provide planning, coordination, and implementation of a Bicycle Rodeo event in Trinidad to help residents of all ages learn and practice bicycle safety skills. RCAA has hosted or assisted with over a half dozen Bicycle Rodeos in Humboldt County communities in the past few years including planning station learning objectives, organizing volunteers, and putting together a fleet of bicycles for participants to borrow.

### Task C.1 Bicycle Rodeo Planning

RCAA will research best practices utilized and supported by professional bicycling organizations and agencies including the League of American Bicyclists and the National Highway Traffic Safety Administration to develop the stations and activities to conduct a Bicycle Rodeo. RCAA will reach out to law enforcement, local schools, and service groups for support to plan, volunteer, and implement the event. Because RCAA is familiar with ATP non-infrastructure allowable incentives for purchase, RCAA is aware bicycle helmets are not an allowable non-infrastructure expense and encourages the City to procure bicycle helmets and/or funding for bicycle helmets in order to conduct a safe and successful event for which RCAA can provide assistance. We have recognized that the most successful Bicycle Rodeos provide free helmets to youth participants so that they can be safe while riding during the rodeo and afterwards on their own.

### Task C.2 Outreach

The RCAA team will develop engaging outreach flyers, news articles, public service announcements, and/or other appropriate materials to communicate the opportunity for students and residents to participate in the Bicycle Rodeo. The RCAA team will utilize Spanish language translation as needed for outreach materials and will communicate with area partners for support such as Trinidad Elementary, law enforcement, and Public Health Department staff.

### Task C.3 Bicycle Rodeo Implementation

RCAA staff will oversee all elements of planning a successful bicycle rodeo including volunteer coordination, and logistics.

**Workplan and Work Schedule – include activities, tasks and their delivery schedule:**  
See attached Task Timeline.

**Personnel – list of personnel who will be working on this project, and their qualifications and resumes:**

Key Personnel working on the project are listed below. Also, see attached resumes.

- Emily Sinkhorn, Director, Natural Resources Services Division, RCAA



Emily has a broad range of expertise and passion for functional transportation systems, natural resources and community-led change. To each project she brings her experience in community outreach, active transportation planning and policy, and project management. Emily manages many diverse projects in the Active Living program including trail planning, Safe Routes to School, bicycle education and community organizing. Emily consistently works with a broad range of agency personnel, educators, and

grassroots groups and fosters effective partnerships through these communications. She is successful at bringing together diverse groups of people and finding common themes for productive collaboration. Emily is a League Certified Bicycling Instructor and graduate of the Cascadia Leadership Program. She holds a Master's of Science degree in Forest Science from Oregon State University and a Bachelor's of Science in Environmental Science and Biology from Duke University.

Emily has led numerous active transportation projects and community outreach for RCAA including the Annie & Mary Trail Project, Lake County Active Transportation Plan Public Outreach Project, Little River Trail Feasibility Study, the Community Bike Kitchen at Jefferson School, Loleta Community Building Initiative, McKinleyville Central Avenue Improvement Project, Eureka North South Multimodal Corridor Project, Humboldt County Association of Governments Regional Safe Routes to Schools Prioritization Tool Project, Humboldt County Coastal Trail Implementation Strategy, the Pacific Coast Bicycle Route/California Coastal Trail Engineered Feasibility Study for Mendocino County, and seven years of local Humboldt Bike Month events. She has also supported the writing of several successful Active Transportation Program proposals in Cycles 1, 2, and 3.

- Jenny Weiss, Projects Coordinator, RCAA



Jenny is a graduate of Humboldt State University with a Bachelor of Science in Natural Resources Planning and Interpretation. Jenny is committed to creating healthy, safe neighborhoods through active transportation and excels at coordinating Safe Routes to School programs. Jenny successfully launched the City of Eureka's first comprehensive Non-Infrastructure (education & encouragement) Program at Washington Elementary School and organized successful walkability audits at Lafayette Elementary, Grant Elementary, Cutten Elementary School, South Fortuna Elementary School, Arcata Elementary School, McKinleyville Middle School, and Toddy Thomas Middle School. Jenny also served as liaison between South Fortuna Elementary School and City of Fortuna staff and applied for and received McLean Foundation funding to initiate further Safe Routes to School planning in Fortuna. That effort enabled her to coordinate the walk audit at South Fortuna Elementary School and co-write the Active Transportation Program (ATP) grant that ultimately funded an ATP project currently underway. Jenny has assisted many local jurisdictions and tribes with successful Active Transportation Program grant applications and developing non-infrastructure work plans and programs during Cycles 1, 2, and 3.

Jenny assisted concerned parents at Arcata Elementary connect with City staff to organize a walkability audit at Arcata Elementary that ultimately led to ATP funding for infrastructure improvements and a robust education and encouragement program. Pedestrian and bicycle safety education, the development of a walking map with recommended routes, and pre and post construction pedestrian and bicycle counts were all part of that program.

Jenny excels at bringing together community partners and for 9 years was responsible for the coordination of the Greater Eureka Safe Routes Task Force. She also helped create and coordinate the Countywide Safe Routes to School Task Force of Humboldt County and continues to be an active partner by regularly attending meetings and taking minutes. She was an invited presenter at the National Safe Routes to School Conference in 2013 and helped develop and launch the County's first ever all-volunteer crossing guard program at Lafayette Elementary School. She is also skilled at coordinating events, non-motorized transportation planning, fundraising, grant writing, and managing volunteers. In addition, Jenny helped create the Safe Routes to School Rural Toolkit published by the Safe Routes to School Technical Assistance Resource Center. Jenny uses her creativity to create engaging public participation materials, brochures, and banners. She prioritizes doing good work for the community, having fun and being a good role model.

- Carla Avila-Martinez, Planning Assistant, RCAA



Carla is a Humboldt State University graduate with a Bachelor of Science degree in Environmental Science with an emphasis in ecological restoration. She has worked at RCAA for several years, first in the TOOTH Division, and now with Natural Resources Services conducting community outreach, classroom education, and has supported multiple Safe Routes to School projects as well as the Peninsula Community Collaborative and the Arcata Annie and Mary Trail Connectivity Project. Carla is also bilingual and enjoys working to create healthier communities and environments through her project work.

- Beth Poston, Administrative Coordinator, RCAA

Beth is the Administrative Coordinator for the Natural Resources Services Division of Redwood Community Action Agency. She compiles information for and prepares contract invoices, requests for payment and/or disbursement, payroll summaries, and performs other internal accounting functions. She ensures that labor and direct costs are accurately reported and that all record-keeping requirements have been met. She is familiar with various agency reporting requirements and procedures.

**Resources – if applicable, explanation of what type of equipment is needed to perform services:**

RCAA likely has all of the resources or the ability to obtain resources necessary to perform the services of this project. Educational resources for the Trinidad Fish Festival may be needed but this, as well as the need for bicycle helmets at the Bicycle Rodeo, can be worked on with City staff.

**If applicable, identify all subcontracts to be used, description of each and the work by each subconsultant. Subconsultant resumes should be provided. No work shall be subcontracted unless listed in the proposal.**

RCAA will be performing all necessary work to complete tasks for this project. No outside subcontractor will be utilized.

**A description of capabilities to satisfy the requirements of this RFP, including any previous experience or services provided to jurisdictions similar in scope and size, demonstration of the technical ability to deliver and administer active transportation education and outreach projects:**



The Natural Resources Services (NRS) Division is a division of Redwood Community Action Agency (RCAA). RCAA is a non-profit 501(c)(3) organization based in Eureka, California, which focuses on improving community self-sufficiency and has a solid project management for numerous programs that serve the disadvantaged populations in Humboldt County. Since 1980, RCAA has built relationships with community members, funders, agencies and community

organizations that are incredibly strong, positive and time-tested. RCAA serves northwestern California by developing, planning and implementing a variety of programs and projects that improve the health of communities in the region. RCAA is a leader in north coast efforts to plan for improved function of active and public modes of transportation, build public access and trail systems of all types, promote safe routes to schools, develop and share educational systems and training programs, design and install interpretive systems and convene many successful multidisciplinary/multi-agency collaborations. The majority of RCAA projects are cooperative, participatory efforts. Long-standing partnerships with and regular engagement of local governments, regulatory agencies, Caltrans, Tribes, community organizations, user groups and the community have been a key component of RCAA's successes.

The Active Living Program of the Natural Resources Services Division (NRS) of Redwood Community Action Agency (RCAA) works to improve the ability of communities to identify tangible ways to increase access to an active and healthy lifestyle for people of all means, ages, and backgrounds. RCAA's team consists of experienced planners with a high level of expertise in developing and implementing active transportation and Safe Routes to Schools (SRTS) projects in rural areas. RCAA is recognized at a state level and beyond as a leader in multi-disciplinary efforts to improve built environment effects on public health. Through fostering local and regional partnerships, RCAA seeks to cultivate a stronger focus for healthy community design and in small towns and rural communities and schools throughout the state. We work with public health departments, planners, planning and public works staff, non-profits, health eating and active living collaboratives and communities, social services agencies, transportation providers, schools, appointed and elected officials, and others to develop practical, non-metropolitan tools and policies,

facilitate trainings and events, provide innovative public participation processes, and create and support programs to improve the built environment in a variety of communities. Our ability to partner with residents, planners, governmental departments, non-profits, and local, regional, and state leaders allows us to reach across institutional, organizational, bureaucratic and cultural barriers to improve individual, family and community health. Drawing on this partnership, RCAA identifies the nature of an existing or emerging issue, assesses the expertise and skills present at the appropriate scale and complexity to support success, and determines which gaps exist in knowledge and expertise and how might they be filled.

RCAA helped coordinate the City of Eureka's first comprehensive SRTS Education and Encouragement program which included the coordination of a district-wide pedestrian and bicycle safety workshop in 2010 - the first of its kind in Humboldt County. The program implemented pedestrian and bicycle safety education in the classrooms of several Eureka elementary schools and created classroom competitions to



encourage interest by children in active transportation which resulted in an increase of walking and bicycling.

RCAA helped form the Greater Eureka and Countywide Safe Routes to Schools Task Forces. These dynamic Task Forces have succeeded in leading the adoption of a SRTS policy at the School District Level, initiated safety improvements installed at several local schools, and addressed barriers that have negatively

affected Crossing Guard programs throughout the County. The Greater Eureka SRTS Task Force worked together to help the County prepare a federal grant application for a Crossing Guard program at Lafayette Elementary that was funded in the amount of \$472,000.

The Crossing Guard program was a result of a data collection project that began in 2010 when the Greater Eureka SRTS Task Force started distributing and collecting parent surveys annually to assess the need for SRTS programs and identify barriers to children walking and bicycling to school. The lack of trained crossing guards countywide rose to the top as a major issue for parents and caregivers. Working with the Humboldt County Public Health Department, RCAA helped the County receive a non-infrastructure grant to develop a crossing guard program and toolkit for Humboldt County. Through this program, RCAA helped create a uniform training countywide for crossing guards, trained law enforcement as crossing guard trainers in Fortuna and countywide and began the County's first-ever all volunteer crossing guard program at Lafayette Elementary School.

**In 2011, RCAA was contracted by the Humboldt County Public Works Department to coordinate and facilitate a walkability assessment at Lafayette Elementary School** to identify safety concerns around students walking and bicycling to school. School administrators and staff, parents, neighbors, elected officials, Eureka Police Department, California Highway Patrol, and Humboldt County Public Health employees joined RCAA staff for a presentation and neighborhood walk where they observed the arrival/dismissal area and routes students take to school during arrival time in the morning. After the walk, participants gathered in small groups to create an action plan to improve safety



that included engineering, education, encouragement, and enforcement strategies. Since the walkability assessment, the County made several improvements including the resurfacing of Park Street, the narrowing of driving lanes on Park Street, and the installation of bicycle lanes. In addition, suggestions for school site and pick-up/drop-off area improvements to reduce congestion and improve traffic flow and the safety of students with a minimal financial investment were presented to the school board and all the safety improvements were implemented before the start of the new school year. A walkability assessment report was created and proved to be a key piece of data submitted by Humboldt County Public Works to the Cycle 1 Active Transportation Program Cycle 1 leading to funding for the Lafayette Safe Routes to School Infrastructure and Non Infrastructure Program. A report from the Lafayette Elementary Walkability Assessment developed by RCAA can be viewed and/or downloaded at:

[http://www.hcaog.net/sites/default/files/sr2s\\_lafayette\\_elementary\\_walk\\_audit\\_2011.pdf](http://www.hcaog.net/sites/default/files/sr2s_lafayette_elementary_walk_audit_2011.pdf)



**In 2012, RCAA worked with Humboldt County DHHS Public Health on a Community Transformation Grant that helped develop transportation safety guidelines for parent handbooks at the Fortuna Elementary School District, McKinleyville Union School District, and at Eureka City Schools.** The Community Transformation Grant also provided an opportunity to conduct a Walkability Assessment at two Fortuna schools, Redwood Preparatory Charter School and Toddy Thomas Middle School to observe walking and bicycling challenges during dismissal time. Safety concerns were documented and a report was developed that led to the coordination of the Active Transportation Program Cycle 1 grant funded the City of Fortuna's ATP Cycle 1 Citywide Pedestrian Safety Program. A

report from the Fortuna Walkability Audit can be viewed or downloaded at:

[http://www.hcaog.net/sites/default/files/sr2s\\_fortuna\\_walkability\\_audit\\_report\\_jun-2012.pdf](http://www.hcaog.net/sites/default/files/sr2s_fortuna_walkability_audit_report_jun-2012.pdf).

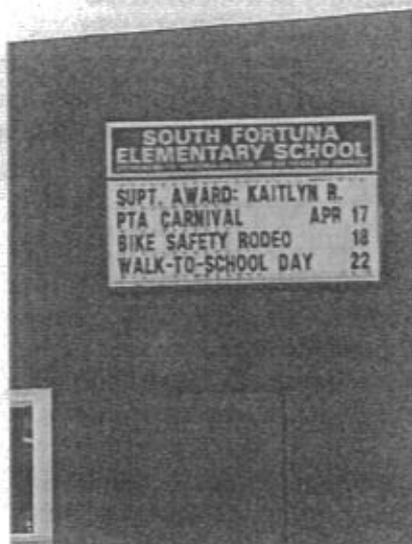
**In 2012, RCAA was contracted by the Humboldt County Association of Governments (HCAOG) to develop a SRTS Prioritization Tool.** This Tool was designed to assist

jurisdictions in identifying schools with the greatest need and capacity for SRTS programs. Rather than local entities competing for the same pot of money, HCAOG concluded that Humboldt County SRTS applications would be more competitive if jurisdictions decided collaboratively which schools should be prioritized for funding that will enable more students to walk and bicycle to school. The tool takes into consideration need based on school location, existing infrastructure, socio-economic status of students and families, and safety concerns such as posted speed limits. Other elements of the project included distributing and collecting SRTS Parent Surveys, selecting two pilot schools and conducting walkability assessments, developing walking maps and maps with suggestions for infrastructure improvements that have since been submitted with SRTS grant applications, including the Active Transportation Program Cycles 1 and 2. The SRTS Prioritization Tool developed by RCAA can be viewed or downloaded at:  
[http://www.hcaog.net/sites/default/files/hcaog\\_sr2s\\_prioritization\\_tool\\_report\\_final.pdf](http://www.hcaog.net/sites/default/files/hcaog_sr2s_prioritization_tool_report_final.pdf)

**Also in 2012, RCAA was contracted by the Safe Routes to School Technical Assistance Resource Center (TARC) to develop a Rural SRTS Toolkit.** Entitled: *Safe Routes to School Programs in Rural California: A Guide for Communities and Partners*, the toolkit explores the challenges of safe walking and bicycling to and from school in rural California and provides resources to help communities address those challenges. From launching SRTS programs to conducting high-level planning for SRTS projects, and learning how rural California communities have established and maintained successful SRTS programs, the toolkit has been released by TARC (now called the Active Transportation Resource Center) and is available for viewing or downloading at:



[https://hcaog.net/sites/default/files/sr2s\\_toolkit\\_srts-programs-in-rural-ca2015.pdf](https://hcaog.net/sites/default/files/sr2s_toolkit_srts-programs-in-rural-ca2015.pdf)



**In 2014, RCAA pursued and received funding through the McLean Foundation to value-add to County Public Health's former Community Transformation Grant.** The goals and outcomes of this project were to support and grow momentum for Safe Routes to School efforts at South Fortuna Elementary School, conduct a walkability assessment, develop a walking map with suggested routes in English and Spanish, support Walk to School Day events, and pursue implementation funding to address safety concerns brought up at the walkability assessment. Through this project, RCAA was able to provide City staff with support for developing the Active Transportation Program (ATP) Cycle 2 grant application that was ultimately awarded and is currently funding walking and bicycling safety improvements as well as the education

and encouragement program for the City of Fortuna's South Fortuna Elementary School SRTS Pedestrian and Bicycle Safety Program. **RCAA developed the non-infrastructure work plan and was awarded the contract to conduct the non-infrastructure program.** Since RCAA was awarded the contract to lead the City's non-infrastructure program in early 2019, RCAA has been providing in-class bicycle and pedestrian safety education, supporting regular Walk and Roll Events, and will be developing an arrival and dismissal map to better help students, parents, and caregivers understand how children can get to school safely.

**In 2015, RCAA was contracted by Humboldt County DHHS Public Health to provide support for and lead education and encouragement activities at Eureka City Schools through the Redwood Mobility Education Program (RMEP).** RMEP brought together partners from Public Health, schools, after school programs, community-based organizations, parents, and law enforcement to shift norms about students walking and/or rolling to schools. The program incorporated individual behavior change activities, institutional changes, school staff trainings, and youth engagement to increase the numbers of students and families actively transporting themselves to school. The goal of RMEP was to address public health needs in our community related to pedestrian safety and obesity prevention. NRS worked with Humboldt County DHHS Public Health and local pedestrian and bicycle advocate BikesThere to develop a afterschool program curriculum and toolkit focused on making walking and bicycling a fun, safe, and natural transportation choice. All lessons were taught at Eureka City Schools after school programs and involved program directors and leaders in the instruction to encourage them to lead lessons in the future. Supplemental materials were developed and packaged with the curriculum and are available for any Humboldt County school or district to check out and borrow from the Humboldt County Office of Education. In addition, over the course of the three-year grant, physical activity pledges, pedestrian and bicycle safety lessons, and support for regular Walk to School Day events were led at five ECS schools. Zane Middle School youth also led a walkability assessment, followed by a Photo Voice project, and concluding with a safety campaign called the 'Falcon Flyway', aimed at bringing awareness to student walking and bicycling routes near the school. Their efforts contributed to the City of Eureka passing a resolution to lower speed limit near schools to 15 mph.





**In 2016, RCAA staff was contracted by Humboldt County Public Works to lead the education and encouragement component of their ATP Remote Drop Off project at Lafayette Elementary School.**

This project was in part made possible by the efforts of RCAA in coordinating a successful walkability audit in 2011. RCAA staff also assisted County staff in co-writing the grant and developing the education and encouragement program for this project whose goal was to increase the number and safety of students walking and bicycling to school by using a combination of infrastructure and creative non-infrastructure strategies. A Remote Drop Off location was selected a few blocks from the school and Humboldt County Public Works installed new infrastructure including sidewalk infill, raised crosswalks, bulbouts, and intersection redesign during the summer of 2017,

transforming the neighborhood. Parents/caregivers were encouraged to drop students off and pick them up from this location as a way to promote physical activity of Lafayette youth and reduce traffic congestion in front of the school, making it safer for pedestrians and bicyclists. NRS worked with the school and district to develop a fun and engaging education and encouragement program designed to improve health by providing more physical activity opportunities for students and families including a bike rodeo held annually in conjunction with the Marshall Family Resource Center, providing in-class pedestrian and bicycle safety education, support for the afterschool bike club, the development of a Walking Map with suggested routes, and coordination of monthly Walk to School Events.

**Also in 2016, RCAA staff was contracted by the City of Fortuna to lead their Active Transportation Program (ATP) Cycle 1 Safe Routes to School (SRTS) Program at Toddy Thomas Middle School.** This project was developed to increase safety for Fortuna pedestrians and cyclists with the goal of encouraging more active transportation of students traveling to and from school. Funding from the ATP provided prominent infrastructure improvements around and near Toddy Thomas Middle School as well as Ambrosini Elementary School including sidewalk infill, intersection improvements, raised crosswalks, and enhanced pedestrian activated LED lighted signage. Ross Hill Road also received a 'road diet' by reducing two lanes to one in each direction to calm traffic and accommodate buffered bike lanes and a wider walking shoulder. RCAA staff provided walking and bicycling safety education and encouragement programs to Toddy Thomas students over a 2-year period that included in-class lessons, group assemblies focusing on pedestrian and bicycle safety, support for a 100 Mile Club, and multiple district wide safety workshops. This program was designed to make school arrival and dismissal safer for students, less hectic for parents/caregivers, and provide a safe route towards downtown Fortuna for all residents in the vicinity of Toddy Thomas and Ross Hill Road.





**In 2015, RCAA staff assisted Arcata Elementary School (AES) parents/caregivers by bringing the need for safety improvements at AES to the attention of Arcata City staff. RCAA assisted the PTO in coordinating a walkability audit which help lend credibility to award the City's successful ATP grant application. In 2018, RCAA was contracted by the City of Arcata to lead their ATP Pedestrian and Bicycle Safety Program at AES. The goal of this project was to improve conditions for walking and bicycling and to expand the network of opportunities for multi-modal transportation with the City of Arcata. RCAA administered the education (non-infrastructure) component of the project which included pedestrian and bicycle safety education in the classroom for AES students, the development of walking maps in English and Spanish with suggested routes, support for Walk and Bike to**

School events, and an evaluation component in collaboration with Humboldt State University's Kinesiology Department. RCAA handled all aspects of the counts including working directly with HSU Kinesiology instructors and students to provide background information on Safe Routes to School and Active Transportation programs, training on conducting pedestrian and bicycle counts, and scheduling and staffing of pre and post construction counts. RCAA staff also provided data entry for all of the count forms.

**In 2019, RCAA began working as a contractor for Humboldt County DHHS Public Health to lead key elements of their Fortuna and McKinleyville Active Transportation Education Program. Currently underway, this two-year project is providing walking and rolling education for youth as well as community education and encouragement around active transportation. RCAA is also working with Fortuna and McKinleyville Middle School students on meaningful active transportation projects including the development of a remote drop off to reduce congestion and increase safety and a running club to encourage students to get more physical activity.**

**RCAA is also currently leading the non-infrastructure component of the ATP-funded Rio Dell SRTS Safety Improvements program. Through in-class pedestrian and bicycle safety education, the development of a walking map with suggested routes, regular Walk and Roll events, and coordinating a bicycle rodeo, Rio Dell youth are learning ways to increase safety while walking and rolling to school and everyday destinations.**

**Provide a minimum of three references for similar services only, who can attest to the Respondent's knowledge, quality of work, timeliness, diligence, and professionalism. Respondent must include names, contact persons, and phone numbers for all references:**

1. Arcata Safe Routes to School Improvements, 2017, Non-Infrastructure Program  
Netra Khatri, Assistant City Engineer  
nkhatr@cityofarcata.org  
(707) 825-2173
2. City of Fortuna South Fortuna Elementary School SRTS Project ATP Cycle 2  
Kevin Carter, Deputy Director of Public Works  
kcarter@ci.fortuna.ca.us  
(707) 725-1472
3. Lafayette Safe Routes to School Non Infrastructure Program  
Tony Seghetti, Deputy Director of Engineering  
tsegchetti@co.humboldt.ca.us  
(707) 445-7377
4. HCAOG Regional Safe Routes to School (SR2S) Tool  
Marcella Clem, Executive Director  
Marcella.clem@hcaog.net  
(707) 444-8208

**Conflict of interest statement:**

RCAA sees no conflict of interest that would impede or affect the ability to conduct these tasks.

**Consultant Fee schedule:**

RCAA will employ staff at the following rates to conduct tasks and prepare deliverables:

- Director - \$80/hour
- Project Coordinator - \$65/hour
- Planning Assistant - \$45/hour
- Administrative Coordinator - \$55/hour

**The proposal shall include a cost proposal itemizing labor and other costs for each task of the proposal including staff name and position, hourly rate, number of hours, total task hours, total labor costs and other costs. All subconsultants should be included. Cost proposal shall be included with the proposal and will be a part of the evaluation criteria. Cost proposal format may differ from sample but must show all required fields.**

The cost for the work will be \$17,978. Please see the attached RCAA Budget. We can ensure cost effective services to the City of Trinidad because we are a local, experienced team already invested and experienced in current bicycle and pedestrian education efforts. We have developed the necessary skills to hit the ground running, saving time and money for the project.

This proposal is submitted on behalf of Redwood Community Action Agency:

*Val Martinez, Acting* Date \_\_\_\_\_  
Val Martinez  
Executive Director *Executive Director*  
Redwood Community Action Agency

Please direct questions regarding the content of this proposal to:  
Jenny Weiss  
Projects Coordinator  
Natural Resources Services Division, Redwood Community Action Agency

City of Trinidad Pedestrian and Bicycle Safety Program  
 RCAA Budget for Contractual Services

January 2020 - June 2021

Activity	Hourly Rate	Director	Projects Coordinator	Planning Specialist	Administrative Coordinator	Total Activity Hours	Budget
Task A. Disseminate information about non-motorized routes and bike/ped safety education	\$80	12	55	12	13	92	\$5,790
Task B. Trinidad Bicycle and Pedestrian Route Map		12	90	15	0	117	\$7,485
Task C. Bike Rodeo		15	25	15	0	55	\$3,500
<b>Total Labor Cost</b>							<b>\$16,775</b>
Other Costs: (printing, travel, communications)							\$1,203
<b>Total Budget</b>							<b>\$17,978</b>



# JENNIFER WEISS

## PROJECTS COORDINATOR



### RELEVANT SKILLS AND EXPERIENCE

- **Projects Coordinator, Natural Resources Services Division, Redwood Community Action Agency, Dec 2009- Present**  
Responsibilities include coordinating and managing Safe Routes to School and non-motorized transportation projects, conducting Walkability Audits, developing outreach strategies for community based programs, designing interpretive materials and maps, grant writing, and fostering and building collaborative partnerships with government agencies, schools, and organizations.
- **Education Specialist, Arcata Community Recycling Center, 2005-2008;** Provided waste reduction consultant services for schools, businesses, governments and individuals. Developed and presented classroom curriculum, marketing and educational materials, provided outreach, secured grant funding for educational displays, and coordinated with local governments on the AB 939 Task Force.
- **Contact Representative, Bureau of Land Management, Arcata Field Office, 2001-2005;** Acted as public point of contact for recreation and public lands organization. Assisted customers with public lands inquiries, served as designated Records Manager, Volunteer Coordinator, and Collections Officer, performed data entry for budget tracking, issued recreation and collection permits, and ordered and stocked forms and public room publications.
- **Visitor Use Assistant, Bureau of Land Management, Yaquina Head Outstanding Natural Area; 1998-2001**  
Provided interpretive services as Park Ranger and Naturalist at coastal headland, developed informational displays and exhibits, staffed information desk at visitor center, provided resource protection, maintained wildlife observation logs, trained volunteers and interns, collected fees, performed budget tracking, and reconciled daily funds for deposit.
- **Kinetic Sculpture Racer, Arcata Kinetic Lab, 2006-Present**  
Organizes and manages Kinetic Sculpture Race Team, solicits sponsorships and donations, coordinates annual fundraiser, designs and builds art sculpture and costumes, and pilots pedal-powered machine in a 3-day, all-terrain race course. (Volunteer capacity)

### EDUCATION & TRAINING

- B.S. Degree, Natural Resources Planning and Interpretation December 1993, Humboldt State University, Arcata, CA
- Cascadia Leadership Training, 2013
- National Charrette Institute Certificate, February 2011
- Office of Traffic Safety Bicycle and Pedestrian Safety Training Certificate, April 2011
- Prevention Institute Health Equity Training, March 2010
- PICO Community Organizing Training, December 2009

### REPRESENTATIVE PROJECTS

- **Arcata Pedestrian and Bicycle Safety ATP Program, 2017 - 2019**  
Coordinated with HSU Kinesiology Department to conduct robust pre and post construction pedestrian and bicycle counts; Provided support for Walk and Roll events; Developed Walking Map with suggested routes.
- **Fortuna ATP Cycle 1 Non-Infrastructure Project, 2017-2018**  
Developed a robust education and encouragement program to support the construction of new infrastructure in Fortuna with State Active Transportation Program funding. Led hands-on lessons with all 5th through 8th grade Toddy Thomas students, hosted a district-wide safety workshop, and developed project outreach materials for the City.
- **Lafayette SRTS Non-Infrastructure Project, 2016-2018**  
Ms. Weiss worked with community members, school staff, and local residents and businesses to create a Remote Drop Off program to encourage students to walk to school from 2 blocks away. Ms. Weiss developed outreach materials, coordinated districtwide workshops, and supported monthly Walk to School events.
- **Redwood Mobility Education Program, 2015-2018**  
Led education and encouragement programs at Eureka City Schools to increase student physical activity levels through ped/bike safety education, Walk to School events, community workshops, and classroom competitions; Created graphics for Humboldt Bay Bike Map update.
- **El Dorado County Bike Map, 2015**  
Ms. Weiss developed the layout and provided graphic design expertise for an informational bike map and brochure to promote safe cycling in El Dorado County.
- **HCAOG Regional Safe Routes to School Tool, 2012**  
Ms. Weiss worked on a team to help jurisdictions determine which local schools have the greatest need and capacity for Safe Routes to Schools programs. The Prioritization Tool has assisted Humboldt County in being more competitive for grant funding, receiving more than \$7 million in Active Transportation Funding from 2014-2017.
- **Redwood Crossing Guard Program, 2012 - 2015**  
Ms. Weiss worked with County Public Health staff to coordinate with law enforcement, local jurisdictions, and school districts to provide training for crossing guards. She has also been instrumental in developing the City of Eureka's first volunteer pilot crossing guard program.
- **SRTS Rural Toolkit, 2012**  
Ms. Weiss helped develop resource materials for rural communities and small towns looking to plan and implement successful SR2S programs for the California Safe Routes to Schools (SR2S) Technical Assistance Resource Center (TARC). Information on Safe Routes to Bus Stops, Rural Task Force Formation, and Incentivizing Schools and Parents were included in the final Toolkit published by TARC.
- **Eureka and County-wide Safe Routes to Schools Task Force, 2010 - Present**  
Ms. Weiss coordinates the Eureka and County-wide Safe Routes to Schools Task Forces in Humboldt County managing member contacts, meeting facilitation, agendas and follows up on Task Force projects including data collection, walkability assessments, safety education, and policy work to support safe walking and bicycling environments.

Ms. Weiss' passion for living an active, healthy lifestyle compliments her work supporting projects that promote active living and healthy eating. She strives to be a positive role-model and has taken a leadership role in Humboldt County Safe Routes to Schools efforts. Ms. Weiss coordinates pedestrian and bicycle safety workshops, bike rodeos, pedestrian and bicycle counts, walk audits and works on implementing policy to support active transportation. She has assisted multiple jurisdictions with proposal writing that helped secure millions of dollars for infrastructure and education programs. Her extensive background in public outreach and experience working with government and non-profit entities have helped her gain a well-rounded perspective and approach when it comes to coordinating with diverse partners and stakeholders.



**Emily Sinkhorn**  
Division Director, RCAA  
904 G Street, Eureka, California 95501  
(707) 269-2061  
emily@nrsrcaa.org



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## Relevant Experience

- ❖ *Director, Natural Resources Services Division, Redwood Community Action Agency, Dec 2009 – Present:*  
Oversees a dedicated staff of planners and project coordinators focusing on building healthy communities and healthy watersheds. Leads many active living, community outreach and facilitation projects, supports quality control on project management, conducts grant writing and development, and leads division budgeting and finance tracking.
- ❖ *Treasurer and Board Member, Bigfoot Trail Alliance, 2016 – present*  
Lead accounting and finance for the non-profit. Support development and maintenance of the 360-mile Bigfoot Trail, celebrating the biodiversity of the Klamath Mountains. (Volunteer)
- ❖ *Concierge, Community Bike Kitchen, 2013 – present*  
Support the functioning of a grassroots bicycle learning and repair space, welcome new people and orient new bike kitchen volunteers, track volunteer hours and cash donations. (Volunteer)
- ❖ *Treasurer and Board Member, McKinleyville Land Trust, 2015 – 2019*  
Lead accounting and finance for the land trust. Conduct conservation easement monitoring and management of fee properties. (Volunteer)
- ❖ *Chair of City of Arcata Open Space and Agriculture Committee, 2011-2013*  
Led citizen committee to advise the Arcata City Council on open space issues. (Volunteer)
- ❖ *Board Member and Arcata Coordinator, Green Wheels, 2008-2013*  
Organized bicycle safety and commuting workshops, lead community bike rides, coordinated volunteer outreach events, and wrote articles for the Community Wheel publication. (Volunteer)
- ❖ *Forester, USDA Natural Resources Conservation Service, Arcata, CA 2008-2009*  
Led vegetation surveys, collected and analyzed data of forest stand stocking and productivity, supervised rangeland technicians, fostered effective communications with private landowners.
- ❖ *Faculty Research Assistant/Forest Hydrologist, Oregon State University, Corvallis, OR, 2007-2008*  
Managed field data collection and interpretation, assessed changes in stream hydrology following forest harvest, supervised field staff and collaborated with multidisciplinary project team.

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## Education & Training

- ❖ M.S. Degree, Forest Science, Oregon State University, Corvallis, OR, 2007
  - ❖ B.S. Degree, Environmental Science, B.S. Degree, Biology, Duke University, Durham, NC, 2004
  - ❖ National Charrette Facilitation Certificate, 2011
  - ❖ League of American Bicyclists Certified Instructor, 2011
  - ❖ Cascadia Center for Leadership Graduate, 2011
  - ❖ Pedestrian and Bicycle Information Center webinar series for AASHTO Guide for the Development of Bicycle Facilities, 2012
  - ❖ Caltrans' Understanding Bicycle Transportation Workshop, 2015
  - ❖ Racial Equity Consulting Skills Intensive Graduate, 2018
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## Representative Projects

### *Redway and Golf Course Road Walkability Project, 2019*

Led community planning teams in Redway and the Golf Course Road neighborhood to host a walkability assessment with County Public Works to identify safety needs for walking and biking.

### *Arcata Annie & Mary Trail Connectivity Project, 2018-2019*

Led community outreach to plan the multipurpose Annie & Mary Trail through the City of Arcata to provide safe walking and biking connectivity from downtown to the Valley West neighborhood and the Mad River. Wrote the Caltrans Sustainable Communities grant to fund this planning project.

### *Eureka North-South Multimodal Corridor Plan, 2017-2018*

Led a community engagement strategy to re-envision H and I Streets through Eureka to improve safety for all users and foster vibrant neighborhoods and business districts. Wrote the Caltrans Sustainable Communities grant to fund this planning project.

### *Eureka Transit Service Line Feasibility Study, 2017-2018*

Led community outreach activities to better understand existing ETS transit users' travel choices and needs and how the ETS system could be improved to the benefit of more community members.

### *Old Arcata Road Design Charrette, 2016-2017*

Designed community engagement activities including a walkability assessment, community meetings and pop-up temporary infrastructure demonstration to inform needs and opportunities to improve motorized and non-motorized transportation along Old Arcata Road through Arcata.

### *Active Transportation Program (ATP) Proposal Writing (multiple projects), 2015-2018*

Assisted multiple local jurisdictions, including the City of Eureka, County of Humboldt, City of Arcata and City of Fortuna with proposal writing and community outreach activities for many successful ATP proposals. Utilized a solid understanding of ATP program goals and best practices for multi-modal transportation education, encouragement and engineering strategies to support successful grant proposals. Assisted state organizations, local jurisdictions and tribes in hosting multiple public meetings to identify and discuss pedestrian and bicycle safety concerns.

### *HCAOG Regional Safe Routes to School Tool, 2012*

Served as the project manager for this regional effort to build capacity for Safe Routes to School (SRTS) programs throughout Humboldt County. Led the development of criteria for prioritizing SRTS projects within and between jurisdictions. Completed a SRTS inventory for all 90 schools in the county and conducted two walkability assessments at pilot schools.

### *Humboldt Coastal Trail Implementation Strategy, 2010 – 2011*

Led project management for a diverse team of consultants and agency staff to plan the Coastal Trail route through Humboldt County. Managed development of plans and designs for several priority Coastal Trail segments and lead public and agency outreach.

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Ms. Sinkhorn has much expertise and passion for creating effective partnerships to promote active and vibrant communities. She brings to each project her experience in active transportation education, outreach and advocacy paired with her understanding of the importance of effective multimodal transportation policies. Ms. Sinkhorn is a League Certified Bicycling Instructor and has been instrumental in creating bicycle education opportunities for residents. She is effective at bringing together diverse groups of people and finding common themes for productive collaboration. Ms. Sinkhorn has a strong grasp of the coordination and considerations needed for effective resident engagement in active living and transportation planning and policymaking. Her organizational and outreach skills ensure effective project management and thorough engagement with diverse stakeholders.



**Elizabeth Poston**  
Administrative Coordinator  
904 G Street, Eureka, California 95501  
(707) 269-2066  
beth@nrsrcaa.org



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## Relevant Experience

- ❖ *Administrative Coordinator, Natural Resources Services Division, Redwood Community Action Agency, February 2019 – Present:*  
Correspond with projects leads and funders to assist with the invoicing process for Natural Resources Services Division projects, track staff labor hours for each project and compile with expense records to create a cohesive invoice for funders, track division expenses and receivables, safety and wellness coordinator for the Natural Resources Division, responsible for the collection and submission of division time sheets.
- ❖ *Bookkeeper, North Coast Dance, January 2009-present:*  
Process accounts receivable and accounts payable in QuickBooks Pro, run payroll using QuickBooks, pay semi-weekly and quarterly Federal and State taxes, monthly bank account reconciliations, manage enrollment of dancers and payment for classes, help organize productions and coordinate volunteers.
- ❖ *Bank of America Bank Teller, Bank of America, March-August 2013:*  
Handle deposits, payments, transfers, and check cashing; take care of customer needs for various account inquiries, offer assistance and guidance with Bank of Americas products and services, held responsibility for my own teller station and the funds within.
- ❖ *Purchasing Assistant, Production and Accounting Assistant, Holly Yashi, February 2004-December 2007*  
Correspond with vendors and create purchase orders for manufacturing goods, receive jewelry components for the manufacturing department and process in Turning Point accounting software, track and maintain manufacturing inventory, receive and process payments for the internet orders in the accounts receivable department.
- ❖ *Executive Assistant, Danco Builders, May – November 2003:*  
Arrange educational workshops and travel accommodations for the company, distribute quarterly financial and status reports & manage investor relations, maintain calendar of the Chief Executive Officer, make calls, send faxes and e-mails on behalf of the company CEO, transcribe dictation and compose the prepare confidential correspondence and reports.

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## Education & Training

- ❖ *Humboldt State University*  
BA in Art History completed May 1998.
- ❖ *Humboldt State University*  
Post Graduate course work in Business Administration, Accounting, Finance, Marketing, Business Ethics, Economics and the Legal Environment of Business completed in May 2001.



## Carla Avila-Martinez

904 G Street Eureka, CA 95503

(707) 269-2055

carla@nrsrcaa.org

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### Relevant Experience

- ❖ *Planning Specialist, Natural Resources Services Division, Redwood Community Action Agency, Jan 2019 – Present:* I assist with several projects at all times in the Natural Resources Services Division of RCAA. I help with implementation of projects and help coordinate events for specific projects.
- ❖ *Board Member, Friends of the Dunes, 2018 – present*  
I am a current board member for Friends of the Dunes. I help with fundraising events and volunteer with outreach.
- ❖ *Smile Humboldt Social Media Coordinator, Redwood Community Action Agency, 2017- Present*  
I run the social media and help with the interagency outreach campaign for Smile Humboldt.
- ❖ *Bilingual Health Educator, Redwood Community Action Agency, 2016 – 2019*  
I helped create curriculum and teach the importance of oral health in Humboldt County to all ages. I also presented in Spanish whenever needed. I attended local health fairs/events representing the RCAA Oral Health program and educated the public about oral health. I presented at schools, parent meetings, and more.

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### Education & Training

- ❖ B.S. Degree, Environmental Science, Humboldt State University, 2016
- ❖ California Coastal Naturalist Graduate, 2019

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### Representative Projects

#### *Peninsula Community Collaborative, 2019 - Present*

I help coordinate and implement community ideas for the Peninsula Community Collaborative. The goal for the PCC is to improve the feeling of safety and wellbeing of residents on the Peninsula.

#### *Arcata Annie and Mary Trail, 2019 - Present*

I helped conduct outreach for the Arcata Annie and Mary Trail that will be connecting southern and northern Arcata.

#### *Bike Clubs, 2019 - Present*

I help children learn new bike skills at several elementary schools in Eureka. I lead bike skills stations under the direction of the Bike Club instructor.

#### *Bikes on the Bay, 2019 to Present*

I help lead educational guided bike rides on Humboldt Bay. The ride focuses on cultural and scientific education about Humboldt Bay.

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## DISCUSSION AGENDA ITEM 3

**SUPPORTING DOCUMENTATION FOLLOWS WITH: 1 PAGES**

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3. Discussion/Decision to Install Radar Feedback Signs on Trinity Street.

## DISCUSSION AGENDA ITEM

Date: December 11, 2019

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**Item: Install Radar Feedback Signs on Trinity Street**

### **Summary:**

In an effort to promote compliance with the posted speed limit on Trinity Street near the Trinidad Elementary School, staff recommends the installation of two radar feedback signs. The signs are proposed to be located on Trinity Street between the Trinidad Town Hall and West Street. Both signs would be located within existing City right-of-way.

### Recommended Action:

1. Authorize staff to proceed with implementing the project.

### **Background:**

In late 2018, the City Engineer developed a number of recommended improvements to increase school zone visibility, and enhance safety at the Trinity Street crosswalk in front of the school. City Public Works staff then worked to implement several of the recommended improvements, including: establishing no parking zones on all sides of the crosswalk, installation of in-roadway crosswalk signage, and trimming of street trees to improve visibility of school speed limit sign on Main Street.

In May of 2019, the City was successful with securing \$14,000 of funding through HCAOG for the installation of a Rapid Rectangular Flashing Beacon (RRFB) system at the Trinity Street crosswalk. RRFBs are user-actuated flashing amber lights that supplement crosswalk warning signs. The RRFB system would be wireless, solar powered, and user activated by push buttons. The City has completed the design of the RRFB improvements and is currently working to ready the project for bidding and construction this winter.

To promote compliance with the posted speed limit on Trinity Street, and to further enhance motorized and non-motorized safety, staff recommends the installation of two radar feedback signs on Trinity Street. Radar feedback signs actively display the speed of approaching vehicles, often in conjunction with posted speed limit signs. The proposed radar feedback signs would be fully-contained, solar powered units, installed entirely within the existing City right-of-way. The signs are proposed to be located on Trinity Street between the Trinidad Town Hall and West Street. One sign would be oriented for northbound traffic (on the east side of the street), and the other for southbound traffic (on the west side of the street).

### **Fiscal Impact:**

The City would need to prepare bidding documents and procure a contractor for the installation of the sign systems. The total estimated cost is approximately \$15,000. The City would be responsible for all project costs.

### **Proposed Action:**

1. Authorize staff to proceed with implementing the project.



## DISCUSSION AGENDA ITEM 4

**SUPPORTING DOCUMENTATION FOLLOWS WITH: 3 PAGES**

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4. Discussion/Decision Regarding Appointment of Planning Commission Representative to the STR Advisory Committee for 2020.

## **DISCUSSION AGENDA ITEM**

**Date: December 11, 2019**

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**Item: APPOINTMENT OF PLANNING COMMISSION REPRESENTATIVE TO THE STR ADVISORY COMMITTEE FOR 2020**

The City Council annually appoints a Planning Commission member to serve on the STR Advisory Committee. The City Council should request that the Planning Commission recommend a member to the City Council to serve on the STR Advisory Committee for the year 2020.

**Action Requested:** Request that the Planning Commission recommend a member to serve on the STR Advisory Committee.

**Trinidad City Hall**  
P.O. Box 390  
409 Trinity Street  
Trinidad, CA 95570  
707-677-0223

**Steve Ladwig, Mayor**  
**Gabriel Adams, City Clerk**



## RESOLUTION 2019 - 07

### A RESOLUTION AUTHORIZING THE SHORT-TERM RENTAL (STR) ADVISORY COMMITTEE

**WHEREAS**, the City has an obligation to protect the village atmosphere for the citizens of Trinidad, to provide opportunity for STR residences, and enhance the positive experience of tourists; and

**WHEREAS**, STR owners and managers have an obligation to manage their property in a manner consistent with the residential neighborhood character, and therefore over the years the City developed a STR Ordinance to define the policies and procedures that regulate the STR residences in Trinidad; and

**WHEREAS**, the Council established the Short-Term Rental Advisory Committee in January 2019 to bring members with various viewpoints together to engage in dialog, facilitate public involvement in the STR process, and to make recommendations to the Council on various topics identified below; and

**NOW, THEREFORE BE IT RESOLVED**, the Trinidad City Council hereby adopts a Short-Term Rental Advisory Committee to hold public meetings in accordance with the Brown Act, and to operate within the framework as follows:

- 1. PURPOSE:** The purpose of the Committee is 1) to evaluate the Ordinance for its effectiveness relating to permitting and implementation, 2) analyze benefits to visitors, 2) analyze impacts to residents such as parking, noise, over-occupancy, gatherings, etc. that have been identified in the Ordinance, and 3) assist the Council in resolving or making recommendations on such matters. Guidance and oversight will be provided by the City Manager.
- 2. OBJECTIVES:** Committee objectives include; 1) provide a public forum at the end of the busy tourist season to solicit input from the community on issues or successes related to the implementation of the short-term rental regulations, 2) assist the City Manager in evaluating formal complaints received throughout the calendar year, 3) make balanced and informed recommendations to the City Council on ways to improve the Ordinance, or share ways in which the policies and procedures are being successfully implemented, and 4) report to the Council annually on the Committee meetings, activity, and recommendations.
- 3. COMMITTEE MEMBERSHIP:** The STR Committee will consist of two members of the Trinidad community who are not STR owners or STR business representatives, two members of the Trinidad community who are STR owners or business representatives. These 4 members will be appointed by the City Council in open session based on letters of interest and public interviews. Preference will be given to applicants that live inside the City limits, but when necessary the Council may choose to have up to 1 member that resides outside the City limits. One member of the Planning Commission will be recommended by the Commission and appointed by the City Council. The committee members shall vote and select one of their own to serve as the committee Chairperson.
- 4. TERMS OF OFFICE:** All members will hold two-year terms. Committee members serve at the pleasure of the City Council and may be removed from office by a majority vote of the Council.
- 5. MEETING DATES:** The STR Committee will meet regularly on a quarterly basis, with one meeting being held in the fall in conjunction with the end of the busy tourist season. Additional special meetings may be added to the quarterly schedule, subject to the availability of all Committee members. Special meetings must be reviewed and approved by the City Manager or City Council.

6. **STAFF ASSISTANCE:** City Staff will provide agenda preparation, notification, and outreach assistance to the Committee. The STR Committee may choose a member of the Committee to record the meeting minutes, or request to have a City Staff member to provide the service.
7. **ETHICS CODE:** All members shall review, accept, and conduct themselves in a manner consistent with the values promoted in the City of Trinidad's Code of Ethics.

**PASSED, APPROVED AND ADOPTED** this 10th day of April, 2019 by the following vote:

AYES: West, Miller, Ladwig  
NOES: Davies  
ABSTAIN: None  
ABSENT: None

ATTEST:

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**Gabriel Adams**  
Trinidad City Clerk

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**Steve Ladwig**  
Mayor



## DISCUSSION AGENDA ITEM 5

**SUPPORTING DOCUMENTATION FOLLOWS WITH: 14 PAGES**

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5. Discussion/Decision Regarding Recommendations from STR Advisory Committee.

## **DISCUSSION AGENDA ITEM**

**Date: December 11, 2019**

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**Item: RECOMMENDATIONS FROM STR ADVISORY COMMITTEE**

At the STR Advisory Committee meeting on 12/3/19, the following four recommendations were made to the City Council:

1. Set up a separate City deposit requirement for STR's (in addition to security deposits) designated for the City in case of any ordinance violations and fines. Suggest a deposit of \$500 or \$1,000 to be held by the STR/Property Managers.
2. Meet and Greets required for at least first-time renters, unless regular repeat customers.
3. Enforce STR Sign regulations; include pictures, measurements, placement information.
4. Set up Best Practices meeting for Property Managers and Independent STR Owners, along with a representative from the City.

**Action Requested:** Discuss and give direction

**Attachments:** STR Ordinance

**TRINIDAD CITY HALL**

**P.O. BOX 390**

409 Trinity Street  
Trinidad, CA 95570  
(707) 677-0223

**DWIGHT MILLER, MAYOR**  
**GABRIEL ADAMS, CITY CLERK**



**ORDINANCE 2016-03**

**AN ORDINANCE OF THE CITY OF TRINIDAD**  
**REPEALING EXISTING SECTION 17.56.190 AND ADDING A NEW SECTION 17.56.190 AND**  
**AMENDING SECTION 17.56.060 OF TITLE 17 OF THE TRINIDAD MUNICIPAL CODE**  
**(REPEALING EXISTING SECTION 6.26 AND ADDING A NEW SECTION 6.26 AND**  
**AMENDING SECTION 6.06 OF THE COASTAL COMMISSION CERTIFIED ZONING**  
**ORDINANCE)**

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

**ORDINANCE 2016-03, SECTION 1: PREAMBLE**

The City of Trinidad (hereinafter City) is a small town with a population of approximately 350 people. Historically, most houses in the City accommodated resident owners or long-term renters. Over the last twenty years there has been an ongoing trend wherein many houses in the City have been converted to Short Term Rentals (STRs).

The effect on the City has been a noticeable change within many residential neighborhoods. In the winter, many houses in the City are vacant as STR's are not rented as often in the winter months. In the summer, STR's are occupied by transient visitors, often in higher numbers than a residential home. Tourists are concerned with their recreation and vacation pursuits but do not always display an appropriate level of concern for City residents' right to quiet peace and enjoyment of neighboring property.

By this new STR Ordinance, the City attempts to find an appropriate balance between the interests of the City residents, property owners, STRs owners, commerce in the City, and visitors enjoying the City and the coast. In considering these issues the City Council has made the following findings and determinations after long and careful study of the issues:

\* The proportion of homes in the City being used primarily as vacation rentals or STRs has risen from approximately 5 percent of the total dwelling units in the City in 2000 to approximately 18 percent in 2014.

\* Short Term Rentals in Trinidad provide significant lodging opportunities for visitors and tourists, who are economically important to the retail businesses and restaurants in Trinidad.

\* Transient Occupancy Tax from STRs is a significant annual component of the City's General Fund income.

\* Given the City's small size and desirability as a tourist destination, the proportion of homes used primarily as STRs may continue to increase in the absence of regulation.

\* STRs have the potential to alter the residential character of neighborhoods with impacts related to traffic, parking, noise, occupancy, septic system capacity, housing availability, real estate prices, neighborhood character, City population, the availability of citizens to participate in the community, and the quality of life in the City for both residents and tourists.

\* City residents have raised concern over the impacts caused by STR's and the increased number of homes becoming STR's, and called on the City to find a balance between residential and vacation rental uses.

\* High numbers and concentrations of STRs can have negative impacts on coastal resources such as environmentally sensitive habitat areas and public access, and STR use needs to be regulated to minimize impacts.

\* A City Ordinance regulating some aspects of STRs went into effect in 2015, but did not address the overall number of vacation rentals in the City.

\*The California Coastal Commission (Commission) has oversight of City STR regulations, therefore understanding the Commission's guidance and decisions on these issues is a prudent place to start. The Commission has established that:

- STRs are an allowable use in Residential Zoning,
- STRs serve a benefit to the Coastal Act's goals by providing coastal lodging,
- Cities do have legitimate reasons to regulate STRs.
- Coastal Act section 30213 protects lower cost visitor serving uses, including STRs, and the City has an obligation to accommodate those uses.
- Attempts to ban STRs outright have been overruled based on impacts to visitor services opportunities.
- Limits on the number or proportion of homes used as STRs have been upheld, along with reasonable regulations to address potential nuisance impacts.

\* California state law and the City of Trinidad General Plan require the City to maintain a mix of affordability in its residential housing stock, but affordability and accessibility of housing for long-term residents is negatively affected by STRs. Prospective buyers interested in living in Trinidad are competing with buyers interested in the house as primarily an STR investment property.

\* Engaged citizens who live in a community are the basic fabric that makes up a community, and too high of a tourist-to-resident ratio in our residential neighborhoods can dramatically alter the health and welfare of the City and its residents.

\* At the City Council's direction, the Planning Commission devoted substantial effort over nine months of public meetings to developing this ordinance, and the City Council then further considered changes over four months of public meetings to complete this revised ordinance.

\* A cap on the number of STR's allowed in Residential Zones is an appropriate tool to set a balance between the benefits and impacts of Short Term Rentals.

\* Regulating the transferability of STR licenses will reduce their impact on real estate prices, and it will help achieve the City's desired balance between STRs and long-term residents

\* By establishing standards for visitor behavior and occupancy, the City will mitigate the potential conflict between tourists who want to enjoy their vacations and nearby residents who have a right to the peaceful use and enjoyment of their homes.

\* Standards for health and safety will ensure appropriate facilities for tourists.

\* Standards for visitor behavior, water use, and occupancy will help the City protect the sensitive coastal resources and environment of Trinidad.

**ORDINANCE 2016-03, SECTION 2:**

There is hereby added to the Trinidad Municipal Code a new Section, Section 17.56.190, replacing the existing Section 17.56.190 (and hereby added to the Coastal Commission certified Zoning Ordinance a new Section 6.26, replacing the existing Section 6.26), "City of Trinidad Short Term Rental Ordinance," which shall read as follows:

**Section 17.56.190 (6.26) Regulations for Short Term Rentals**

**Sections:**

17.56.190 (6.26).A	Short Title
17.56.190 (6.26) B	Findings
17.56.190 (6.26).C	Purpose
17.56.190 (6.26).D	Definitions
17.56.190 (6.26).E	Application Requirements
17.56.190 (6.26).F	Maximum Number of Short Term Rentals
17.56.190 (6.26).G	Location
17.56.190 (6.26).H	One STR License Per Owner
17.56.190 (6.26).I	Effect on Existing STRs
17.56.190 (6.26).J	License Transferability
17.56.190 (6.26).K	Homeshare STR Licenses
17.56.190 (6.26).L	Resident STR Licenses
17.56.190 (6.26).M	STR Standards
17.56.190 (6.26).N	Tourist Occupancy Tax
17.56.190 (6.26).O	Audit and Inspection
17.56.190 (6.26).P	Dispute Resolution
17.56.190 (6.26).Q	Administrative Standards and Rules
17.56.190 (6.26).R	Violations
17.56.190 (6.26).S	Ordinance Review
17.56.190 (6.26).T	Severability

**17.56.190 (6.26).A Short Title**

This Section shall be known and may be cited as "City of Trinidad Short Term Rental (STR) Ordinance."

**17.56.190 (6.26).B Findings**

The City Council finds that adoption of a comprehensive code to regulate issuance of and standards for Short Term Rental Licenses is necessary to protect the public health, safety and welfare and to strike a proper balance between City residents' concerns and the rights of property owners, STR owners and operators as well as visitors to the City. The City Council finds the regulation of short-term rental uses through this Ordinance, including its non-transferability provisions, to be a valid exercise of the city's police power in furtherance of the legitimate governmental interests documented in this chapter.

**17.56.190 (6.26).C Purpose**

The purpose of this Section is to establish a permitting process, together with appropriate standards that regulate short-term rental of dwellings in the City in order to: minimize negative secondary effects of Short Term Rentals (STRs) on surrounding residential neighborhoods; preserve the character of neighborhoods in which any such use occurs; ensure that STRs are compatible with surrounding residential and other uses and will not act to harm or alter the neighborhoods within which they are located; minimize impacts to coastal resources; provide for visitor services in accordance with the Coastal Act; and to ensure STRs are consistent with all other provisions of the General Plan and Zoning Ordinance. This section addresses traffic, noise and density; ensures health, safety and welfare of neighborhoods as well as of renters and guests patronizing short-term rentals; and imposes limits on the number of licenses issued to ensure long-term availability of the affordable housing stock and to ensure Trinidad has enough residents to maintain a viable community. This chapter also sets regulations to ensure enforcement of these standards, and collection and payment of fees and transient occupancy taxes.

**17.56.190 (6.26).D Definitions**

**1. City Manager**

"City Manager" means the City Manager of the City of Trinidad or their designee.

**2. Dwelling.**

"Dwelling" means a single family dwelling, including associated accessory structures, or a dwelling unit within a duplex or multi-family dwelling, not to include mobile homes in a mobile home park.

**3. Event.**

"Event" means any use of a structure or land for a limited period of time. "Event" includes, but is not limited to, art shows, religious revivals, tent camps, concerts, fundraisers, and weddings or receptions. "Event" does not include small parties and social gatherings, of no more than the maximum allowed occupancy, consistent with normal residential use.

**4. Existing STR.**

"Existing STR" means an STR that had a valid STR license as of the effective date of this ordinance.

**5. Full-time STR**

"Full-time STR" means any STR that is not a Homeshare STR or Resident STR.

**6. Good Neighbor Contract & Good Neighbor Brochure.**

"Good Neighbor Contract" means a document, specific to each STR, prepared by the City and approved by the City Manager that summarizes general rules of conduct, consideration, respect, and potential remedial actions. In particular, the contract shall include provisions for maximum occupancy and visitors, off-street parking, noise standards, and penalties for violations. The "Good Neighbor Brochure" is a brief summary of the Good Neighbor Contract, in a form approved by the City Manager, which may include additional information and suggestions for Occupants for minimizing disturbance to neighbors and environmentally sensitive habitat areas. The Good Neighbor Brochure shall be posted or placed in a prominent location inside each STR.

**7. Homeshare STR**

"Homeshare STR" means a Short Term Rental whereby a homeowner rents out no more than one bedroom in their primary residence and is present on site between the hours of 10PM to 7AM while rented as an STR.

**8. Occupant.**

"Occupant" within this Section means a person, not a host, owner, guest or tenant, renting or occupying an STR in accordance with this section and staying overnight therein. As used in this Section, 'occupant' does not include up to two children aged 12 or under.

**9. Primary Residence**

"Primary Residence" means the dwelling owned and occupied as the owner's principle place of residence, where the homeowner lives more than 50% of the year. A person can only have one primary residence at any time.

**10. Resident STR**

"Resident STR" means a Short Term Rental that is operated less than 60 nights per year and which is the owner's primary residence, but the owner does not have to be in residence while the dwelling is rented as an STR.

**11. Responsible Person.**

"Responsible Person" means an occupant of an STR who is at least twenty-five (25) years of age, who signs the Good Neighbor Contract and who shall be legally responsible for compliance of all occupants of the STR and / or visitors with all provisions of this Section.

**12. Short Term Rental (STR)**

"Short Term Rental" (STR) means a rental of any dwelling, in whole or in part, within the City of Trinidad, to any person(s) for transient use, other than (1) a permitted bed and breakfast, (2) ongoing month-to-month tenancy granted to the same renter for the same dwelling, (3) one less-than-30-day rental per year, or (4) a house exchange for which there is no payment.

**13. STR Watch List**

"STR Watch List" means a list of one or more Short Term Rentals that the City Manager has identified on the basis of good cause, including one or more significant violations, as STRs that warrant a higher level of oversight, scrutiny, review, or monitoring.

**14. Transient Use**

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

**15. Visitor**

"Visitor" means someone staying temporarily at a STR, such as guests of occupants, who is not an 'occupant' and not staying at the STR overnight.

**17.56.190 (6.26).E      Application Requirements**

**1. Initial Application.**

- a. Each STR must procure an STR License. No additional business license is required for an STR. The STR License shall identify the existence of an STR at a particular address and declare the type of STR, number of bedrooms rented in the STR and its intended maximum occupancy.
- b. A site plan and floor plan must be submitted along with the STR License application so the City can verify the number of bedrooms, off-street parking spaces, and other requirements. The site plan and floor plan do not have to be professionally prepared, but must be to scale and include enough information to verify compliance. A sample rental agreement that includes the Good Neighbor Contract and any other forms as required by the City Manager shall also be provided. Applicants for a Homeshare or Resident STR License shall include documentation that the property is their Primary Residence.
- c. At the time of application for a new STR, the dwelling shall be subject to inspection by the Building Inspector. The purpose of the inspection is to determine the conformance of the dwelling with applicable City regulations. Prior to the issuance of the STR license, the owner of the dwelling shall make all necessary alterations to the dwelling as required by the Building Inspector to conform with applicable codes. This does not mean that the dwelling has to be brought into conformance with current building codes unless, in the opinion of the Building Inspector, the work is necessary to protect public health and safety.
- d. Each application for an STR License shall be accompanied with proof of general liability insurance in the amount of one million dollars combined single limit. In addition, the applicant shall sign an acknowledgement that they will operate the STR in accordance with all applicable rules and regulations, including this section, and that they can be held responsible for the behavior of their occupants and visitors in accordance with this Section.
- e. The City will notify all property owners within 300 feet of an STR property of the STR License within 10 working days of its issuance or re-issuance. This notice shall be combined with the distribution of contact information required in subsection 2.c below. STR License information, including, but not limited to, license number, address, maximum occupancy, Local Contact Person and 24-Hour Contact Phone Number, will also be posted on the City's website.
- f. Upon initial application for an STR License, the City shall provide all STR licensees with copies of informational materials identifying protective measures for preventing and minimizing impacts to

environmentally sensitive habitat areas, water resources, and septic systems from the short term rental use of the residence. Such protective measures include, but are not limited to: (1) avoiding human encroachment into environmentally sensitive habitat areas; (2) directing or screening exterior lighting from illuminating riparian corridor areas; and (3) best management practices for the proper handling and disposal of trash and chlorinated water from hot tubs, swimming pools, and other spa facilities.

## 2. Contact Information

### a. Local Contact Person (LCP).

Each STR must designate a Local Contact Person on the STR License form. That person may be the owner or the property manager. The LCP may designate a temporary LCP for a specific rental night(s); that designation must be reported to the City at least 24 hours before the rental date. The LCP, or their temporary designee, must live within 20 miles of Trinidad and be able to respond personally to an STR concern within 30 minutes.

### b. 24-Hour Contact Phone Number.

A 24-hour Contact Phone Number is required for each STR. The 24-hour Contact Phone Number shall be prominently placed for the occupants' use inside the STR. Any change to the 24-hour Contact Phone Number shall be promptly posted within the STR and provided to the Trinidad City Clerk at least 15 days prior to any change. A temporary LCP designee shall utilize the same Contact Phone Number as the LCP.

### c. Distribution of Contact Information.

The name of the LCP and 24-hour Contact Phone Number will be forwarded by the City Clerk to the Trinidad Police Department, the County Sheriff's Office, the Trinidad Volunteer Fire Department, and to each neighbor within 300 feet of the STR, and posted on the City's website within 10 business days after the issuance or reissuance of an STR License for the STR.

The contact information sent to neighbors may include further instructions in the case that a response from the LCP is not forthcoming. If there is an emergency or complaint, and the LCP does not respond within a reasonable period of time, concerned persons will be encouraged to report an emergency through the 911 emergency calling system or the Police or Sheriff's Department for other complaints. It is unlawful to make a false report or complaint regarding activities associated with an STR.

## 3. STR License Renewals

STR licenses shall be renewed annually. Renewals must be submitted by February 1. New STRs that received a license after October 1 do not need to renew their license until the February after the license has been in place for a year.. Any changes to the site plan, floor plan, allowable occupancy, or rental agreement shall be submitted along with the license renewal application. Existing STRs that have not had an initial inspection as required by §17.56.190.E.1.c will be subject to such an inspection.

Although the renewal process includes a staff review of City records and other pertinent information specific to complaints, if any, that have been received about the particular STR, it is the intention of the City of Trinidad that there is a presumption that an application for renewal of an STR License for an existing STR will be approved as long as all applicable standards are still met unless or until such time as the license is revoked pursuant to §17.56.190.R.4 (6.26.R4, *Revocation*) or 17.56.190.M.14 (6.26.M14, *Minimum Activity*) or until the STR license expires pursuant to 17.56.190.J (6.26.J, *License Transferability*) or if it is voluntarily withdrawn.

## 4. Appeals

Appeals of staff determinations or decisions in accordance with this section shall be appealable per section 17.72.100 (7.14) except that STR License decisions are not appealable to the Coastal Commission because they do not constitute a Coastal Development Permit. Notwithstanding section

17.72.100.D (7.14.D), fees for appeals of STR License decisions shall be set by resolution of the City Council.

#### 5. Fees

Fees for initial applications and renewals for each type of STR shall be set by resolution of the City Council.

#### 6. Application Wait List & Lottery

It is the City's intention to maintain no more than 19 Full-time STR Licenses and 6 Resident STR Licenses in the UR Zone and 6 Full-time STR Licenses in the SR Zone. When an STR license becomes available within one of those limits, the City will hold a lottery to allocate that STR License. The City will maintain a waiting list, for each type of STR License by zone as needed, of property owners who are interested in obtaining an STR License for their dwelling. A property owner may place his or her name on the waiting list at any time, but only once per property. The City will randomly draw a name from the waiting list for the appropriate type of license and zone. If the property meets the applicable location standards (§17.56.190.G (6.26.G)), that owner will have 45 days to submit a complete STR License application, along with any other associated license or permit applications (Use Permit, OWTS Operating Permit, etc.) that may be required. If the property owner does not obtain an STR License within 90 days, or if the property does not meet the applicable location standards, the City will draw another name from the waiting list for that zone and STR type.

#### **17.56.190 (6.26).F Maximum Number of Short Term Rentals**

In order to preserve community character and an appropriate balance of residential, commercial and visitor-serving uses, no new Full-time STR licenses shall be issued by the City if the total number of Full-time STR Licenses would exceed 19 in the UR Zone and 6 in the SR Zone, with no limit in other zones. An additional 6 Resident STR Licenses shall be allowed in the UR Zone, with no limit in other zones. Additional Resident STR Licenses may be granted in the UR Zone with approval by the Planning Commission pursuant to the Conditional Use Permit findings and procedures of Chapter 17.72 (Sections 7.06 - 7.18) of the Zoning Ordinance.

#### **17.56.190 (6.26).G Location**

STR's are permitted only in legally established dwellings within any zoning district. Each separate STR must obtain its own, individual STR License. There shall be no more than one STR per parcel.

No new STR within the UR zone shall be located where it shares a property boundary with a property containing another STR within the UR zone.

Either of these location standards may be modified through an exception approved by the Planning Commission pursuant to the Conditional Use Permit findings and procedures of Chapter 17.72 (Sections 7.06 7.18) of the Zoning Ordinance. Such an exception shall only be valid as long as the associated STR license is maintained.

#### **17.56.190 (6.26).H One STR License Per Owner**

No new STR license shall be issued for a property in the UR or SR Zone if the owner already holds another STR license unless there are fewer than the maximum number allowed pursuant to §17.56.190.F (6.26.F) and no other names are on the wait lists. This limitation shall not apply to renewals of existing STR licenses.

#### **17.56.190 (6.26).I Effect on Existing STRs**

Existing STRs, in excess of the number allowed in §17.56.190.F, or that do not meet the location requirements of §17.56.190.G (6.26.G), shall be allowed to continue to operate under an STR license as long as the permit is renewed in accordance with §17.56.190.E.3 (6.26.E.3) unless or until such time as the permit is revoked pursuant to §17.56.190.R.4 (6.26.R.4, *Violations*) or 17.56.190.M.14 (6.26.M.14, *Minimum Activity*) or until the STR license expires pursuant to 17.56.190.J (6.26.J, *License Transferability*).

**17.56.190 (6.26).J. License Transferability**

An STR License is issued to a property owner for a single location. The STR License shall be revoked when the license holder sells or transfers the real property which was rented pursuant to the STR License except as provided below. For purposes of this section, "sale or transfer" means any change of ownership during the lifetime of the license holder or after the death of the permit holder whether there is consideration or not except a change in ownership where title is held in survivorship with a spouse, or transfers on the owner's death to a trust which benefits only a spouse for the spouse's lifetime, or lifetime transfers between spouses. If the owner is a trustee, a limited liability company, a corporation, a partnership, a limited partnership, a limited liability partnership, or other similar entity, then "sale or transfer" shall mean a change in 50% or more of the shareholders or members or partners or beneficiaries. A license holder may transfer ownership of the real property to a trustee, a limited liability company, a corporation, a partnership, a limited partnership, a limited liability partnership, or other similar entity and not be subject to permit revocation pursuant to this section so long as the transferor lives and remains the only owner of the entity. Upon the transferor's death or the sale or transfer of his or her interest in the entity to another person, the STR License held by the transferor shall be revoked.

**17.56.190 (6.26).K Homeshare STR Licenses**

Homeshare STR Licenses allow owners, in their Primary Residence, to rent up to one bedroom as an STR, and the owners must be present at night as host during STR use. Homeshare STRs are subject to all the provisions of this ordinance (section) except the following:

- 17.56.190 (6.26).F Maximum Number of Short Term Rentals
- 17.56.190 (6.26).G Location
- 17.56.190 (6.26).H One STR License Per Owner
- 17.56.190 (6.26).M.14 Minimum Activity

**17.56.190 (6.26).L Resident STR Licenses**

Resident STR Licenses only allow STR use up to 59 nights per year. Resident STRs are subject to all the provisions of this ordinance (section) except the following:

- 17.56.190 (6.26).M.14 Minimum Activity

**17.56.190 (6.26).M STR Standards**

All STRs will be required to meet the following standards:

1. Transmittal of Rules and Good Neighbor Contract

Prior to rental of an STR, the Responsible Person shall be provided with a Good Neighbor Contract, consisting of a list of rules and responsibilities, in a form approved by the City Manager. The Responsible Person shall initial each rule indicating that they have read it and sign an acknowledgement that infractions will not be tolerated and if any rules are broken, occupants can be fined by the City, lose their security deposit and / or be evicted. In addition, the STR owner or manager, or designated LCP shall meet at least one occupant on the day of their arrival in order to ensure that the rules are understood, and that the occupants have represented themselves correctly. A Good Neighbor Brochure, summarizing the Good Neighbor Contract shall be placed or posted in a clearly visible location within the STR.

2. Noise.

Occupants of STR properties and visitors shall not generate noise such that it would unreasonably interfere with the quiet use and enjoyment of any other residence or business in the area. Any noise occurring after 10:00 pm and before 7:00 am should be contained within the STR and shall not be able to be heard by or offend any adjacent neighbors. What is reasonable in terms of noise generated shall be determined under existing legal standards applicable to evaluating alleged nuisances, including any City noise standards or ordinances.

3. Number of Occupants.

The maximum number of occupants allowed in an STR shall not exceed two persons per bedroom plus two people (e.g., a two-bedroom STR may have six occupants), less any residents, tenants, hosts or caretakers living onsite while it is rented. Except that in the UR Zone, on lots less than 10,000 sq. ft. in area, the maximum occupancy is two people per bedroom (e.g. a two bedroom STR in the UR zone may have four occupants). In the SR Zone, if the STR has a total

floor area that exceeds 800 square feet per bedroom, then for each additional 500 square feet of floor area above this total, one additional occupant may be allowed, up to a maximum of two additional occupants. Where it can be determined based on the Humboldt County Division of Environmental Health permit or file information or an actual inspection of the system, the number of bedrooms will be based on the design capacity of the septic system.

#### 4. Visitors.

The number of visitors to an STR shall be limited to not more than the allowable occupancy of the STR at any time. For example, if the maximum occupancy is 6, then no more than 6 visitors are allowed. Visitors are not allowed in the STR between 11 p.m. and 7 a.m. and shall not stay overnight on the premises. Regardless of the allowable occupancy, there shall be no more than 20 combined occupants and visitors on the premises at any time.

#### 5. Guest Registry

The STR owner or manager shall maintain an occupant and vehicle register for each tenancy of the STR. The register shall include the names and vehicle license plate numbers for all occupants as well as the dates of the rental period. The guest registry must be available for City inspection upon request.

#### 6. Off-Street Parking.

An STR must provide at least one off-street parking space for every two occupants allowed in the STR pursuant to Section 17.56.190 (6.26).M.3. The off-street parking space(s) shall be entirely on the STR property. STR owners/managers shall not use public right-of-way (street) spaces to meet their required off-street parking needs. Off-street parking spaces will not be located on the septic system unless it is designed and rated for traffic in a manner that will not compromise the functioning of the septic system. STRs that were previously granted a parking exception by the City may continue to operate under that exception as long as they maintain their STR license in good standing. Occupants will be required to utilize onsite parking prior to utilizing offsite and on-street parking as part of the rental contract but are not allowed to park onsite in undesignated parking spaces. Occupants and visitors shall be encouraged to not take up all of the available street parking of adjacent and nearby properties.

#### 7. Water Use.

To prevent overloading of septic systems, each STR shall be operated in a manner to ensure that the occupancy and use of an STR shall not result in annual domestic water use greater than that associated with the non-STR use of the residence based on an average daily consumption of 150 gallons per bedroom (7,324 cubic feet per year per bedroom) with a 30% allowance for landscaping above the design flow.

Where it can be determined based on the Humboldt County Division of Environmental Health permit or file information or an actual inspection of the system, the number of bedrooms will be based on the design of the septic system. Annual water use records will be kept on file along with the STR License and application materials to allow for verification that the STR water use did not exceed allowable volumes as described above.

If the City determines that the STR use has exceeded the appropriate average annual water usage, as described above, during the preceding year, the STR owner/manager shall take constructive measures to reduce water use. Adaptive measures include, but are not limited to: (a) installing water conservation fixtures and appliances; (b) planting xerophytic landscaping; and/or (c) reducing the maximum occupancy of the STR.

#### 8. Septic System.

Each STR's owner or property manager must provide proof that the septic system for the structure in which the STR is located is functioning properly and in conformance with all federal, state, and local regulations. Information on the appropriate use of a septic system, in a form approved by the City Manager, shall be posted in each kitchen and bathroom in the STR.

9. Appearance and Visibility.

The outside appearance of the STR structure shall not change the residential character of the structure by the use of colors, materials, lighting, or signage (except as allowed by Section 17.56.160 (6.16)). The STR shall not create any noise, glare, flashing lights, vibrations, or odors that are not commonly experienced in residential areas or that would unreasonably interfere with the quiet use and enjoyment of any other residence or business in the area.

10. Signs.

A single sign, legible from the property's street frontage, and no greater than 3 square feet in size may be attached to the STR structure or placed immediately adjacent to the front of the STR structure. The purpose of the sign is to notify the public that the structure is or contains an STR. The sign must provide the 24-hour Contact Phone Number for complaints, and a business telephone number for persons seeking information on the STR. The signage shall comply with all applicable standards of the Zoning Ordinance's sign regulations.

11. Trash.

Trash and refuse shall not be left stored within public view, except in proper containers for the purposes of collection. There shall be no accumulation or storage of trash and / or debris on the site or within the STR.

12. Traffic.

Vehicles used and traffic generated by the STR shall not exceed normal residential levels or unreasonably interfere with the quiet use and enjoyment of any other residences or businesses in the area. What is reasonable in terms of traffic generated shall be determined under existing legal standards applicable to evaluating alleged nuisances.

13. Tenancy.

The rental of an STR shall not be for less than two successive nights.

14. Minimum Activity.

A Full-time STR shall be rented for a minimum of 60 nights per year in order to maintain an STR License. If the STR owner / manager fails to document rentals of at least 60 nights per year, the City Manager may determine that license is inactive and ineligible for renewal.

15. Emergency Preparedness.

Information regarding local hazards, such as earthquakes and ocean related hazards, in a form approved by the City, shall be posted within the vacation rental in an easily seen location, such as the entry or kitchen area. In particular, information regarding regular testing of the tsunami siren, the Volunteer Fire Department siren and real emergencies shall be included.

**17.56.190 (6.26).N Tourist Occupancy Tax**

The letting, leasing, or other contractual use of an STR is subject to a Transient Occupancy Tax ("TOT") and any other mandated taxes. Each STR owner and/or manager shall meet all of the requirements of the City with respect to registration of TOT collectors, and the collection, recordkeeping, reporting and remittances of applicable TOT.

**17.56.190 (6.26).O Audit & Inspection**

Each owner and manager or representative of any owner shall provide access to each STR for inspection and any records related to the use and occupancy of the STR to the City at any time during normal business hours with at least 24 hour notice, for the purpose of inspection or audit to determine that the objectives and conditions of this Section are being fulfilled.

**17.56.190 (6.26).P Dispute Resolution**

By accepting an STR License, STR owners agree to act in good faith to resolve disputes with neighbors arising from the use of a dwelling as an STR, including engaging in mediation, at owners' expense. Unless an alternative dispute resolution entity is agreed to by all parties involved, dispute resolution should be conducted through Humboldt Mediation Services.

**17.56.190 (6.26).Q Administrative Standards and Rules**

The City Manager shall have the authority to establish administrative rules and regulations consistent with the provisions of this Section for the purpose of interpreting, clarifying, carrying out, furthering, and enforcing the requirements and the provisions of this Section. In particular, the City Manager will establish administrative procedures for complaints. A copy of such administrative rules and regulations shall be on file in the Office of the City Clerk and posted on the City's website.

**17.56.190 (6.26).R Violations**

1. Penalty

It is unlawful to violate the provisions of this Section. Violations of this Section are punishable as either infractions or misdemeanors, pursuant to the provisions of Section 17.76.050 (7.20) of the Zoning Ordinance. Each separate day in which a violation exists may be considered a separate violation. The City of Trinidad can also enforce these STR regulations by way of nuisance abatement action pursuant to Chapter 8.12 of the Municipal Code. Enforcement by way of a nuisance action shall be discretionary and shall only occur upon a lawful vote of the Trinidad City Council to prosecute the matter as a civil nuisance action.

2. Fines

- (a) The City Manager shall be authorized to impose administrative penalties for the violation of any provision of this section or ordinance in an amount not to exceed a maximum of \$1000 per day for each continuing violation, except that the total administrative penalty shall not exceed \$100,000 exclusive of administrative costs, interest and restitution for compliance re-inspections, for any related series of violations.
- (b) In determining the amount of the administrative penalty, the City Manager may take any or all of the following factors into consideration:
  - (i) The duration of the violation;
  - (ii) The frequency, recurrence and number of violations, related or unrelated, by the same violator;
  - (iii) The seriousness of the violation;
  - (iv) The effect the violation may have upon adjoining properties;
  - (v) The good faith efforts of the violator to come into compliance;
  - (vi) The economic impact of the penalty on the violator; and/or
  - (vii) The impact of the violation on the community.
- (c) In most cases, initial fines will start at \$200, with higher amounts reserved for exceptional situations like repeated violations, failures to promptly correct violations, or deliberate violations of this Section.

3 Property Watch List

Upon a determination of good cause including but not limited to one or more significant violations, the City Manager may impose additional or special standards or requirements for (1) the determination or placement of properties on the Property Watch List; (2) placement or imposition of special conditions or performance standards for Owners, Owner's Agents, Local Contact Persons, and their affected STRs on the Property Watch List; and (3) and removal of an STR from the Property Watch List.

4. Revocation

If the STR owner or property manager is deemed by the City Manager to be negligent in responding to a complaint more than two times in a 12-month period, or if more than two documented, significant violations, defined below, occur in any 12-month period, the STR License may be revoked. No revocation shall occur unless decided by a lawful majority vote of the Trinidad City Council and after written notice, served by first class mail, of at least 21 days was given to the owner of record and the Local Contact Person as set forth in the STR application. Revocation may be temporary or permanent depending on the nature and number of the violations.

## 5. Appeals

Appeals of City Manager determinations or decisions regarding violations, penalties, and fines shall be appealable per Section 17.72.100 (7.14), except that such determinations and decisions are not appealable to the Coastal Commission because they do not constitute a Coastal Development Permit. Notwithstanding Section 17.72.100.D (7.14.D), fees for appeals of violation and penalty decisions shall be set by resolution of the City Council.

## 6. Significant Violations

Complaint as used in this subsection means the need or requirement to contact the Local Contact Person to rectify a situation that is disturbing to a neighbor or resident. Complaints, and their resolution, must be reported to the City Clerk's office by the Local Contact Person within two business days of being received.

As used in this subsection, significant violation is a situation where the Local Contact Person is either unable or unwilling to rectify the situation within 30 minutes, and / or when public safety personnel must be called to assist in resolving the situation, or that causes substantial disturbance to the neighbors or neighborhood.

Examples of significant violations include, but are not limited to:

- (i) Failure of the local contact person, owner or manager to respond to a complaint within 30 minutes.
- (ii) The inability of City staff or the Sheriff's Dispatch to reach a contact person.
- (iii) Failure to maintain or provide the required guest registry.
- (iv) Violation of the STR maximum occupancy, parking, noise and other requirements as set forth in Section 17.56.190.H (6.26.H).
- (v) Failure to notify City staff when the contact person or contact information changes.
- (vi) Failure to pay fees or TOT in accordance with this Section.
- (vii) Providing false or misleading information on an STR License application or other documentation as required by this Section.
- (viii) Violations of state or County, or City health regulations
- (ix) Repeated minor violations and / or complaints

Examples of acceptable documentation of significant violations include, but are not limited to:

- (i) Copies of citations, written warnings or other documentation filed by law enforcement.
- (ii) City file information.
- (iii) Advertisements for the STR
- (iv) Signed affidavits and / or photographic evidence from neighbors or other witnesses
- (v) Other documents which substantiate allegations of significant violations.

The City Manager shall have the authority to determine what constitutes a significant violation, as necessary, to achieve the objectives of this Section. A list of all such additional significant violations shall be maintained and on file in the office of the City Clerk and such offices as the City Manager designates.

## 7. False Reports and Complaints

It is unlawful to make a false report to law enforcement or City officials regarding activities associated with short term rentals.

### **17.56.190 (6.26).S Ordinance Review**

This ordinance shall be reviewed by the Planning Commission within two years after its certification, and periodically thereafter, to ensure that it is meeting the needs of the community.

### **17.56.190 (6.26).T Severability**

Should any subsection or provision of this ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

**ORDINANCE 2016-03, SECTION 3:**

Revise Chapter 17.56, Section 17.56.060, Home Occupations, (Article 6, Section 6.06, Home Occupations) to read, in context, as follows:

**17.56.060 (6.06) Home occupations**

Home occupations, including but not limited to sewing, music studios, art studios, home and health care product distributors, or bookkeeping, ~~rooming and boarding, of not more than two persons, including tourists,~~ shall be permitted as an accessory use to any dwelling subject to the following conditions:...

**PASSED, APPROVED, AND ADOPTED** this 1<sup>st</sup> day of November, 2016.

Ayes: West, Fulkerson, Miller, Baker, Tissot  
Noes: None  
Abstain: None  
Absent: None

Attest:

Approved:

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

\_\_\_\_\_  
**Dwight Miller**  
Mayor

First Reading: ***Tuesday, November 01, 2016***

Second Reading: ***Wednesday, November 09, 2016 - Passed unanimously.***