



Posted: Friday, January 04, 2013

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

The Trinidad City Council will hold its regular monthly meeting on
WEDNESDAY, JANUARY 09, 2013 at 7:00 PM
in the Town Hall at 409 Trinity Street

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- I. CALL TO ORDER**
 - II. PLEDGE OF ALLEGIANCE**
 - III. ADJOURN TO CLOSED SESSION** – *No closed session scheduled*
 - IV. APPROVAL OF AGENDA**
 - V. APPROVAL OF MINUTES** – 12-12-12 cc
 - VI. COUNCIL MEMBER REPORTS, INCLUDING COMMITTEE ASSIGNMENTS**
 - VII. ITEMS FROM THE FLOOR**
(Three (3) minute limit per Speaker unless Council approves request for extended time.)

 - VIII. CONSENT AGENDA**
 1. Financial Status Reports for November 2012.
 2. Sheriff Activity Report for December 2012
 3. Authorize staff to advertise Azalea and Pacific Project.
 4. Authorize City Manager to Sign the Draft Harbor Lands Lease Agreement

 - IX. DISCUSSION/ACTION AGENDA ITEMS**
 1. Swearing in of new Councilmember Maria Bauman.
 2. Discussion/Decision to adopt Resolution 2013-01; Requesting Changes to the Road Classification Map.
 3. Unmet Transit Needs public hearing.
 4. Discussion/Decision regarding Council Committee Assignments.
 5. Discussion/Decision regarding Reappointment of 2 Planning Commissioners.

 - X. ADJOURNMENT**

APPROVAL OF MINUTES FOR:

December 12, 2012 CC

Supporting Documentation follows with: 4 PAGES

MINUTES OF THE REGULAR MEETING OF THE TRINIDAD CITY COUNCIL
WEDNESDAY, DECEMBER 12, 2012

I. CALL TO ORDER/ROLL CALL

- Mayor Pro-Tem Fulkerson called the meeting to order at 7:00PM. Council members in attendance: Miller, Bhardwaj, Fulkerson, Davies.
- City Staff in attendance: City Attorney Andy Stunich, City Manager Karen Suiker, City Clerk Gabriel Adams, City Engineer Steve Allen and Rebecca Crow.

II. PLEDGE OF ALLEGIANCE

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

IV. RECONVENE TO OPEN SESSION

V. APPROVAL OF AGENDA

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

VI. APPROVAL OF MINUTES – November 14, 2012 cc

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

VII. COMMISSIONERS REPORTS

Fulkerson: RREDC's million dollar goal was reached to bring the new airline to Arcata.

VIII. STAFF REPORTS

City Manager Suiker: Highlighted items listed in her Staff Report – Recruitment for TPW Vacancy is underway. Interviews are being conducted next week. New Councilmember Bauman will be sworn into service at the January meeting. Annual audit was a success and the city has a good financial standing.

IX. ITEMS FROM THE FLOOR

Sarah Lindgren-Akana – Tsurai Ancestral Society Representative

Read from a letter submitted, requesting the Council respond in writing to the letter submitted at the November 14 meeting requesting the Tsurai be included in the Cultural/Historical Element of the General Plan update.

Brad Twomey – Trinidad

Presented the history of the light pole at the corner of Scenic and Main Street.

X. CONSENT AGENDA

1. Staff Activities Report for November 2012.
2. Financial Status Reports for October 2012.
3. Humboldt County Sheriff Activity Report, November 2012
4. Retroactively authorize the City Manager to sign contract amendment for Luffenholtz Creek Sediment Reduction Project
5. Resolution 2012-13; Adopting the Mitigated Negative Declaration for the Luffenholtz Creek Water Protection Project.
6. Adopt CEQA Notice of Exemption for Trinidad Water Treatment Plant Improvement Project.
7. Resolution 2012-14; Authorizing Signature of Funding Agreement and Related Documents Under Proposition 50 for Luffenholtz Source Water Protection Project.
8. Schedule for Two Council Meetings in January

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

XI. AGENDA ITEMS

1. Swearing into office Councilmember Julie Fulkerson for a second term.
City Clerk Adams administered the oath of office to Councilmember Fulkerson.

2. Resolution 2012-15: Recognizing the Public Service of Michael Morgan.
Mayor Bhardwaj read the Resolution aloud. Councilmembers Miller, Fulkerson, and Davies thanked Morgan for his service. Patti Fleschner also thanked Morgan for all his notable contributions throughout his years as Councilmember and Planning Commissioner, and wished him well.

Motion (Miller/Fulkerson) to approve Resolution 2012-15. Passed 4-0.

3. Discussion/Decision regarding Tsurai Ancestral Society Notice of Violation and Intent to File Suit
City Manager Suiker explained that on November 15, 2012 the City received a Notice of Violation and Intent to File Suit from an attorney representing the Tsurai Ancestral Society (TAS), and staff responded by letter of November 28. It is not clear if the Notice of Violation represents a claim against the City, but in the event it does, the standard procedure is to reject the claim. A Motion for Summary Judgment which was granted in favor of the Civic Club in 2004 regarding some of the principal issues being raised again by the TAS.

City Attorney Stunich further explained that when a claim is filed against the City, the City has 3 options: 1) to accept the claim, 2) reject it, or 3) do nothing. We recommend rejecting this claim for obvious reasons, specifically because the statute of limitations has expired.

Public comment included:

Kim Tays – Trinidad

Which lawsuit is this? The Pennisi lawsuit? I'm confused? City Attorney Stunich explained that this is a new claim in response to the original transfer of the Lighthouse grounds to the Civic Club, every improvement that's been made to the site, including the most recent terracing project and trail relocation.

Sarah Lindgren-Akana – Tsurai Ancestral Society
Read a letter submitted on behalf of the TAS.

Ralph Faust – TAS Legal Counsel

City should consider the obligations of the city with regards to coastal development, which is not restricted by statute of limitation policies.

Council comments included:

Davies: It would be helpful to have meetings and discussions with the Tsurai and all interested parties without the legal papers flying around. Legal posturing is not the solution. I haven't been involved in the meetings personally, but legal battles are not helpful and just frustrate and delay any progressive communication.

Fulkerson: I agree with Davies. This is about having a respected and honorable conversation with the Tsurai, but all the lawsuits complicate the issues even further. Rejecting the claim will hopefully help us build a new conversation. **Miller and Bhardwaj** agreed.

Motion (Miller/Fulkerson) to reject the claim filed by the attorney representing the Tsurai Ancestral Society. Passed 4-0.

4. Discussion/Decision regarding Two Tier System for Payment of Employee Dependent Health Care Insurance
City Manager Suiker explained that the City's adopted Employee Policies & Procedures provide for the City to pay the full premium for medical and dental insurance coverage for all full-time employees, his/her spouse or legal partner, and dependent children. The City's current cost for medical insurance is \$3,322 per month for five full time employees; \$2,209 per month for its employee dependents for a total of \$5,531 per month (\$66,371/year). The city additionally pays the full premium for dental insurance and also provides an annual \$200 allowance as reimbursement of vision care expenses incurred by the employee, his/her spouse or legal partner, or by dependent children.

Most entities provide for a shared cost for employee dependent health care plans. A survey of 6 local public entities (including Trinidad) is attached, which shows Trinidad stands alone in paying 100% of dependent care coverage. Out of the 120 groups insured through our insurance agency (George Petersen Insurance), only 4 pay for some portion of dependent coverage, and only one other besides Trinidad pays for 100% of dependent coverage. Since current employees were hired with the understanding of such coverage, there is no thought to

recommending a change for them. Rather, as is becoming more and more common in the public sector arena, a two-tier approach is recommended whereby employees hired after December 1 would contribute toward their dependent coverage, with the city still paying 100% of the employee health care coverage. A 70% city/30% employee cost share for dependent coverage is recommended. Dependent coverage for the city's current employees (which is not proposed to be changed) ranges from \$0 (no dependents) to \$1,071/month for a family. A 30% cost share within this range would be \$0 for an employee with no dependents, to \$321 per month for an employee with a spouse and any number of children under the age of 26.

With the current vacancy comes the opportunity to revisit the city's benefits. It should be noted that current employees are opposed to any plan that would provide a different benefit package based on date of hire. Their thinking is that all employees should be treated equally in this regard.

There was no public comment.

Council comments included:

Miller: I'm concerned that the balance between pay rate and benefits for other city employees in similar positions elsewhere in Humboldt County may not be equivalent to Trinidad employees. Suggested setting the policy in favor of the 30% contribution for new hires tonight, but bringing back options in the future that may equalize the disparity between pay and benefits.

Fulkerson: I agree with the employees that equal treatment may be best. If we had a union there would be negotiations that may balance the inequity. In the short term this may save a little, but in the long term it could save a lot. However, I support the manager's recommendation.

Davies: I agree with Julie, and agree with Dwight on the pay rate relative to the benefits. I personally do not benefit from 100% coverage for my spouse and/or dependents, and understand the potential long term savings to the city, so I too support the City Manager's recommendation.

Bhardwaj: Health Care is a national issue that can't be handled here in Trinidad. I support the City Manager's recommendation.

*Motion (Miller/Davies) to approve a 70% city/30% employee cost share for employee dependent health care coverage for employees hired after December 01, 2012. **Passed 4-0.***

5. Selection of Mayor and Mayor Pro Tem
*(Motion Miller/Davies) to select Julie Fulkerson as Mayor and Dwight Miller as Mayor Pro-Tem. **Passed 4-0.***

6. Appointment of Council members to various boards and commissions
Councilmembers suggested changes and discussed briefly their preferences and availability. Council and City Manager will discuss changes and consult with new Councilmember Bauman prior to making final selections.

Public comment included:

Stan Binnie – Trinidad

A pedestal for public sculpture has been placed at the entrance of town. It might be helpful to have a committee in place to help decide what art will be placed there? **City Manager Suiker** explained that outreach has been made to the Ink People in Eureka for consultations with prospective artists, and that she plans to return to the Council with recommendations in the near future.

Brad Twoomey – Trinidad

We want the terms to be as flexible as possible, and don't want to be locked into a sculpture for too long. This should not be the domain of the Trinidad Art Gallery or the Land Trust.

The final list of appointments will be brought back for adoption at the January 2013 meeting.

7. Consideration of mini-roundabout at Trinity and Edwards

City Manager Suiker explained that during an earlier discussion of traffic control options at the intersection of Trinity and Edwards, the concept of a mini-roundabout at that location was brought up with some interest. Funding for project planning, programming and monitoring is available to the various entities through the Humboldt County Association of Governments (HCAOG), and in November of 2011, \$5000 was allocated to the City of Trinidad to study the feasibility of such a concept. Because of other priorities, the project was placed on hold. Now that the Gateway project is complete, consideration can again be given to this study. If the Council is interested in proceeding with such a study, the City could contract with GHP to survey city properties and determine if sufficient public lands exist to consider such a traffic infrastructure within the city's right of way. Such a study would not commit the City to eventual construction.

Public comment included:

Jim Cuthbertson – Trinidad

Send the money back. This concept has been shot down already once.

Kim Tays – Trinidad

I agree with Jim. This is a waste of money and the signs will be excessive and ugly.

Jason Richie – Trinidad Bay Bed & Breakfast

Speeding is the issue. The roundabout may not be the best solution, but we are still concerned with finding an appropriate traffic calming solution.

Adora King – Trinidad

I like Arcata's painted crosswalks. No roundabout.

Council comments included:

Fulkerson: Give the money back. We need to discuss a city-wide traffic calming plan, and a roundabout here isn't the answer.

Miller: I pushed for the roundabout due to the B&B's complaints about speeding. I'm leaning toward considering the study simply find out whether it's feasible or not.

Davies: Something needs to be done to make it safer to walk around town, but I agree, this isn't the answer.

Bhardwaj agreed.

Motion Fulkerson/Davies to not proceed further, and to return the funds to HCOAG. Passed 4-0.

XII. COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

XIII. ADJOURNMENT

- Meeting ended at 8:55pm.

Submitted by:

Approved by:

Gabriel Adams
City Clerk

Kathy Bhardwaj
Mayor



CONSENT AGENDA ITEM 1

SUPPORTING DOCUMENTATION FOLLOWS WITH: 8 PAGES

1. Financial Status Reports for November 2012.

City of Trinidad
Statement of Revenues and Expenditures - GF Revenue
From 11/1/2012 Through 11/30/2012

	Current Month	Year to Date	Total Budget - Original	% of Budget	
Revenue					
41010	PROPERTY TAX - SECURED	0.00	0.00	72,200.00	(100.00)%
41020	PROPERTY TAX - UNSECURED	0.00	0.00	3,025.00	(100.00)%
41040	PROPERTY TAX-PRIOR UNSECURED	0.00	0.00	60.00	(100.00)%
41050	PROPERTY TAX - CURRENT SUPPL	0.00	0.00	220.00	(100.00)%
41060	PROPERTY TAX-PRIOR SUPPL	0.00	0.00	200.00	(100.00)%
41070	PROPERTY TAX - FINES	0.00	0.00	1,000.00	(100.00)%
41110	PROPERTY TAX EXEMPTION	0.00	0.00	640.00	(100.00)%
41130	PUBLIC SAFETY 1/2 CENT	0.00	0.00	1,660.00	(100.00)%
41140	PROPERTY TAX - DOCUMENTARY RE	0.00	0.00	2,000.00	(100.00)%
41190	PROPERTY TAX ADMINISTRATION FE	0.00	0.00	(3,675.00)	(100.00)%
41200	LAFCO Charge	0.00	0.00	(600.00)	(100.00)%
41210	IN-LIEU SALES & USE TAX	0.00	0.00	23,620.00	(100.00)%
41220	IN LIEU VLF	0.00	0.00	26,520.00	(100.00)%
42000	SALES & USE TAX	29,100.00	76,623.66	190,000.00	(59.67)%
43000	TRANSIENT LODGING TAX	27,679.52	48,730.73	87,500.00	(44.31)%
47310	VEHICLE LICENSE COLLECTION	0.00	0.00	200.00	(100.00)%
49030	PATCH FUND	10.00	10.00	0.00	0.00%
49080	MOTOR VEHICLE FINES	0.00	0.00	720.00	(100.00)%
53010	COPY MACHINE FEE	51.60	73.60	50.00	47.20%
53020	INTEREST INCOME	796.91	11,972.33	20,000.00	(40.14)%
53090	OTHER MISCELLANEOUS INCOME	165.83	318.87	2,500.00	(87.25)%
54020	PLANNER- APPLICATION PROCESSIN	200.00	3,200.00	6,000.00	(46.67)%
54050	BLDG. INSP-APPLICATION PROCESSI	1,060.21	3,826.01	10,000.00	(61.74)%
54100	ANIMAL LICENSE FEES	0.00	54.00	100.00	(46.00)%
54150	BUSINESS LICENSE TAX	572.50	7,736.00	8,400.00	(7.90)%
54300	ENCROACHMENT PERMIT FEES	0.00	100.00	200.00	(50.00)%
56400	RENT - VERIZON	1,739.79	8,698.95	21,118.00	(58.81)%
56500	RENT - HARBOR LEASE	0.00	0.00	5,125.00	(100.00)%
56650	RENT - SUDDENLINK	0.00	2,206.09	3,920.00	(43.72)%
56700	RENT - TOWN HALL	820.00	2,770.00	10,000.00	(72.30)%
	Total Revenue	<u>62,196.36</u>	<u>166,320.24</u>	<u>492,703.00</u>	<u>(66.24)%</u>

City of Trinidad
Statement of Revenues and Expenditures - GF Expense
201 - GFAdmin
From 11/1/2012 Through 11/30/2012

	Current Month	Year to Date	Total Budget - Original	% of Budget	
Expense					
60000	INTERDEPARTMENTAL TRANSFER EXP	0.00	0.00	2,385.00	100.00%
60900	HONORARIUMS	200.00	1,200.00	3,000.00	60.00%
61000	EMPLOYEE GROSS WAGE	7,079.74	37,351.97	92,768.00	59.74%
61250	OVERTIME	0.00	0.00	500.00	100.00%
61470	FRINGE BENEFITS	46.16	253.88	0.00	0.00%
65100	DEFERRED RETIREMENT	277.74	1,458.07	3,657.00	60.13%
65200	MEDICAL INSURANCE AND EXPENSE	411.51	2,168.40	5,663.00	61.71%
65300	WORKMEN'S COMP INSURANCE	0.00	3,512.19	3,101.00	(13.26)%
65500	EMPLOYEE MILEAGE REIMBURSEMENT	25.00	239.87	1,200.00	80.01%
65600	PAYROLL TAX	566.12	2,985.78	7,377.00	59.53%
65800	Grant Payroll Allocation	(26.80)	(300.75)	0.00	0.00%
68090	CRIME BOND	0.00	525.00	525.00	0.00%
68200	INSURANCE - LIABILITY	0.00	9,400.30	9,919.00	5.23%
68300	PROPERTY & CASUALTY	0.00	3,705.00	4,466.00	17.04%
71110	ATTORNEY-ADMINISTRATIVE TASKS	363.00	7,001.85	20,000.00	64.99%
71130	ATTORNEY-LITIGATION	0.00	2,491.50	5,000.00	50.17%
71210	CITY ENGINEER-ADMIN. TASKS	0.00	398.00	1,500.00	73.47%
71310	CITY PLANNER-ADMIN. TASKS	5,826.75	19,642.25	38,600.00	49.11%
71400	BLDG.INSPECTOR-MEETINGS	0.00	349.12	0.00	0.00%
71410	BLDG INSPECTOR-ADMIN TASKS	325.00	1,235.00	10,000.00	87.65%
71420	BLDG INSPECTOR-PERMIT PROCESS	0.00	280.00	0.00	0.00%
71510	ACCOUNTANT-ADMIN TASKS	1,415.08	8,272.21	11,050.00	25.14%
71620	AUDITOR-FINANCIAL REPORTS	0.00	0.00	13,585.00	100.00%
72000	CHAMBER OF COMMERCE	0.00	0.00	4,000.00	100.00%
75110	FINANCIAL ADVISOR/TECH SUPPORT	42.50	722.50	1,200.00	39.79%
75170	RENT	650.00	3,250.00	8,190.00	60.32%
75180	UTILITIES	664.80	2,017.27	6,000.00	66.38%
75190	DUES & MEMBERSHIP	0.00	160.26	1,100.00	85.43%
75200	MUNICIPAL/UPDATE EXPENSE	0.00	4,672.30	6,827.25	31.56%
75220	OFFICE SUPPLIES & EXPENSE	232.79	1,207.56	5,500.00	78.04%
75240	BANK CHARGES	26.20	60.00	200.00	70.00%
75300	CONTRACTED SERVICES	0.00	0.00	1,000.00	100.00%
75990	MISCELLANEOUS EXPENSE	57.00	61.50	0.00	0.00%
76110	TELEPHONE	108.39	549.13	2,500.00	78.03%
76130	CABLE & INTERNET SERVICE	160.95	804.75	2,400.00	66.47%
76150	TRAVEL	0.00	0.00	1,500.00	100.00%
78100	STREET MAINT/REPAIR/SANITATION	416.30	416.30	0.00	0.00%
78160	BUILDING REPAIRS & MAINTENANCE	829.81	1,508.62	5,000.00	69.83%
78190	MATERIALS, SUPPLIES & EQUIPMEN	279.41	3,229.16	6,200.00	47.92%
	Total Expense	<u>19,977.45</u>	<u>120,828.99</u>	<u>285,913.25</u>	<u>57.74%</u>

City of Trinidad
Statement of Revenues and Expenditures - GF Expense
301 - Police
From 11/1/2012 Through 11/30/2012

	<u>Current Month</u>	<u>Year to Date</u>	<u>Total Budget - Original</u>	<u>% of Budget</u>	
Expense					
61000	EMPLOYEE GROSS WAGE	351.09	1,913.77	4,694.00	59.23%
65300	WORKMEN'S COMP INSURANCE	0.00	212.86	157.00	(35.58)%
65400	UNEMPLOYMENT COMPENSATION	0.00	1,065.44	0.00	0.00%
65600	PAYROLL TAX	26.85	146.38	359.00	59.23%
65800	Grant Payroll Allocation	(11.48)	(17.22)	0.00	0.00%
75170	RENT	650.00	3,250.00	8,190.00	60.32%
75180	UTILITIES	169.04	789.63	2,410.00	67.24%
75220	OFFICE SUPPLIES & EXPENSE	0.00	542.45	200.00	(171.22)%
75300	CONTRACTED SERVICES	0.00	0.00	85,372.00	100.00%
75350	ANIMAL CONTROL	113.00	565.00	1,796.00	68.54%
75380	INVESTIGATION	2.30	2.30	0.00	0.00%
76110	TELEPHONE	78.98	389.68	1,000.00	61.03%
	Total Expense	<u>1,379.78</u>	<u>8,860.29</u>	<u>104,178.00</u>	<u>91.50%</u>

City of Trinidad
Statement of Revenues and Expenditures - GF Expense
401 - Fire
From 11/1/2012 Through 11/30/2012

		<u>Current Month</u>	<u>Year to Date</u>	<u>Total Budget - Original</u>	<u>% of Budget</u>
	Expense				
60900	HONORARIUMS	150.00	750.00	1,800.00	58.33%
75180	UTILITIES	67.00	354.71	1,315.00	73.03%
75190	DUES & MEMBERSHIP	0.00	0.00	10.00	100.00%
75300	CONTRACTED SERVICES	0.00	145.00	128.00	(13.28)%
76110	TELEPHONE	17.14	50.97	100.00	49.03%
76140	RADIO & DISPATCH	362.25	362.25	618.00	41.38%
78100	STREET MAINT/REPAIR/SANITATION	0.00	25.73	0.00	0.00%
78140	VEHICLE FUEL & OIL	0.00	32.60	400.00	91.85%
78150	VEHICLE REPAIRS	0.00	112.56	3,000.00	96.25%
78160	BUILDING REPAIRS & MAINTENANCE	0.00	0.00	700.00	100.00%
78190	MATERIALS, SUPPLIES & EQUIPMEN	103.85	584.49	2,500.00	76.62%
78200	EQUIPMENT REPAIRS & MAINTENANC	0.00	105.00	750.00	86.00%
90000	Capital Reserves	0.00	0.00	10,000.00	100.00%
	Total Expense	<u>700.24</u>	<u>2,523.31</u>	<u>21,321.00</u>	<u>88.17%</u>

City of Trinidad
Statement of Revenues and Expenditures - GF Expense
501 - PW (Public Works)
From 11/1/2012 Through 11/30/2012

		Current Month	Year to Date	Total Budget - Original	% of Budget
Expense					
61000	EMPLOYEE GROSS WAGE	2,136.36	14,717.53	38,897.00	62.16%
61250	OVERTIME	0.00	0.00	1,500.00	100.00%
65100	DEFERRED RETIREMENT	200.34	1,473.07	3,943.00	62.64%
65200	MEDICAL INSURANCE AND EXPENSE	1,321.27	6,918.61	19,653.00	64.81%
65300	WORKMEN'S COMP INSURANCE	0.00	1,490.02	1,301.00	(14.53)%
65600	PAYROLL TAX	178.92	1,240.30	3,277.00	62.15%
65800	Grant Payroll Allocation	(71.75)	(564.79)	0.00	0.00%
71210	CITY ENGINEER-ADMIN. TASKS	918.00	4,293.00	4,800.00	10.56%
71250	CITY ENGINEER - PROJECT FEES	0.00	0.00	4,000.00	100.00%
71510	ACCOUNTANT-ADMIN TASKS	0.00	510.00	3,000.00	83.00%
75180	UTILITIES	10.33	495.84	0.00	0.00%
75300	CONTRACTED SERVICES	0.00	111.00	3,000.00	96.30%
75370	UNIFORMS/PERSONAL EQUIP.	0.00	90.66	0.00	0.00%
78100	STREET MAINT/REPAIR/SANITATION	0.00	2,214.50	5,000.00	55.71%
78120	STREET LIGHTING	346.10	1,478.98	5,000.00	70.42%
78130	TRAIL MAINTENANCE	0.00	385.99	1,000.00	61.40%
78140	VEHICLE FUEL & OIL	449.92	1,802.60	4,000.00	54.94%
78150	VEHICLE REPAIRS	0.00	31.31	2,500.00	98.75%
78180	OTHER REPAIR & MAINTENANCE	1.72	1.72	0.00	0.00%
78190	MATERIALS, SUPPLIES & EQUIPMEN	52.94	2,802.78	7,795.00	64.04%
78200	EQUIPMENT REPAIRS & MAINTENANC	14.44	199.62	0.00	0.00%
90000	Capital Reserves	0.00	0.00	10,000.00	100.00%
Total Expense		5,558.59	39,692.74	118,676.00	66.55%

City of Trinidad
Statement of Revenues and Expenditures - Monthly Reports
2014 - IWM
From 11/1/2012 Through 11/30/2012

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
Revenue					
46000	GRANT INCOME	0.00	0.00	5,000.00	(100.00)%
47600	BLUE BAG SALES	530.00	1,858.50	3,600.00	(48.38)%
47650	RECYCLING REVENUE	2,801.95	12,214.23	33,060.00	(63.05)%
	Total Revenue	<u>3,331.95</u>	<u>14,072.73</u>	<u>41,660.00</u>	<u>(66.22)%</u>
Expense					
61000	EMPLOYEE GROSS WAGE	299.86	2,157.29	5,762.00	62.56%
65100	DEFERRED RETIREMENT	35.96	258.77	691.00	62.55%
65200	MEDICAL INSURANCE AND EXPENSE	169.33	899.77	2,543.00	64.62%
65300	WORKMEN'S COMP INSURANCE	0.00	212.86	193.00	(10.29)%
65600	PAYROLL TAX	25.70	184.82	493.00	62.51%
65800	Grant Payroll Allocation	(3.60)	(73.09)	0.00	0.00%
75120	WASTE RECYCLING PICKUP/DISPOSA	0.00	5,600.00	18,000.00	68.89%
75130	GARBAGE	0.00	1,009.00	0.00	0.00%
75140	BLUE BAG PURCHASES	825.00	1,650.00	3,600.00	54.17%
78100	STREET MAINT/REPAIR/SANITATION	0.00	955.00	6,500.00	85.31%
78120	STREET LIGHTING	0.00	76.30	0.00	0.00%
78190	MATERIALS, SUPPLIES & EQUIPMEN	0.00	542.55	1,000.00	45.74%
78210	Advertising Outreach & Project	0.00	0.00	100.00	100.00%
	Total Expense	<u>1,352.25</u>	<u>13,473.27</u>	<u>38,882.00</u>	<u>65.35%</u>
	Net Income	<u>1,979.70</u>	<u>599.46</u>	<u>2,778.00</u>	<u>(78.42)%</u>

City of Trinidad
Statement of Revenues and Expenditures - Monthly Reports
601 - Water
From 11/1/2012 Through 11/30/2012

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
Revenue					
53020	INTEREST INCOME	0.00	0.00	9,000.00	(100.00)%
53090	OTHER MISCELLANEOUS INCOME	0.00	72.26	1,000.00	(92.77)%
57100	WATER SALES	21,568.63	120,487.62	265,700.00	(54.65)%
57300	NEW WATER HOOK UPS	2,000.00	2,000.00	4,500.00	(55.56)%
57500	WATER A/R PENALTIES	1,837.52	(2,534.48)	8,000.00	(131.68)%
	Total Revenue	<u>25,406.15</u>	<u>120,025.40</u>	<u>288,200.00</u>	<u>(58.35)%</u>
Expense					
61000	EMPLOYEE GROSS WAGE	5,121.12	33,866.01	89,127.00	62.00%
61250	OVERTIME	0.00	0.00	2,000.00	100.00%
65100	DEFERRED RETIREMENT	586.52	3,917.45	10,332.00	62.08%
65200	MEDICAL INSURANCE AND EXPENSE	2,890.78	15,074.07	41,993.00	64.10%
65300	WORKMEN'S COMP INSURANCE	0.00	3,405.76	2,980.00	(14.29)%
65600	PAYROLL TAX	436.72	2,891.28	7,609.00	62.00%
65800	Grant Payroll Allocation	(207.68)	(1,434.38)	0.00	0.00%
68090	CRIME BOND	0.00	175.00	0.00	0.00%
68200	INSURANCE - LIABILITY	0.00	5,061.70	5,341.00	5.23%
68300	PROPERTY & CASUALTY	0.00	1,995.00	2,405.00	17.05%
71110	ATTORNEY-ADMINISTRATIVE TASKS	0.00	0.00	500.00	100.00%
71210	CITY ENGINEER-ADMIN. TASKS	0.00	0.00	5,000.00	100.00%
71510	ACCOUNTANT-ADMIN TASKS	761.97	4,455.09	7,000.00	36.36%
71620	AUDITOR-FINANCIAL REPORTS	0.00	0.00	7,315.00	100.00%
72100	BAD DEBTS	0.00	141.05	200.00	29.48%
75180	UTILITIES	821.24	6,085.93	13,500.00	54.92%
75190	DUES & MEMBERSHIP	1,890.00	2,015.26	900.00	(123.92)%
75220	OFFICE SUPPLIES & EXPENSE	11.41	1,129.58	2,200.00	48.66%
75230	INTEREST EXPENSE	0.00	435.54	1,284.00	66.08%
75240	BANK CHARGES	0.00	20.00	100.00	80.00%
75280	TRAINING / EDUCATION	0.00	112.55	500.00	77.49%
75990	MISCELLANEOUS EXPENSE	0.00	0.00	250.00	100.00%
76110	TELEPHONE	75.12	504.79	900.00	43.91%
76130	CABLE & INTERNET SERVICE	49.00	196.00	620.00	68.39%
76160	LICENSES & FEES	468.61	468.61	2,475.00	81.07%
78100	STREET MAINT/REPAIR/SANITATION	0.00	22.45	0.00	0.00%
78140	VEHICLE FUEL & OIL	360.28	969.01	2,500.00	61.24%
78150	VEHICLE REPAIRS	0.00	358.59	2,000.00	82.07%
78160	BUILDING REPAIRS & MAINTENANCE	0.00	30.50	2,000.00	98.47%
78170	SECURITY SYSTEM	69.00	138.00	350.00	60.57%
78190	MATERIALS, SUPPLIES & EQUIPMEN	92.21	2,416.83	6,505.00	62.85%
78200	EQUIPMENT REPAIRS & MAINTENANC	0.00	415.90	1,000.00	58.41%
79100	WATER LAB FEES	95.00	1,035.00	4,500.00	77.00%
79120	WATER PLANT CHEMICALS	579.78	1,824.56	12,000.00	84.80%
79130	WATER LINE HOOK-UPS	0.00	0.00	4,000.00	100.00%
79150	WATER LINE REPAIR	995.40	1,086.00	30,000.00	96.38%
79160	WATER PLANT REPAIR	21.44	67.98	10,000.00	99.32%
90000	Capital Reserves	0.00	0.00	15,000.00	100.00%
	Total Expense	<u>15,117.92</u>	<u>88,881.11</u>	<u>294,386.00</u>	<u>69.81%</u>
	Net Income	<u>10,288.23</u>	<u>31,144.29</u>	<u>(6,186.00)</u>	<u>(603.46)%</u>

City of Trinidad
Statement of Revenues and Expenditures - Monthly Reports
701 - Cemetery
From 11/1/2012 Through 11/30/2012

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
Revenue					
53020	INTEREST INCOME	0.00	0.00	2,000.00	(100.00)%
58100	CEMETERY PLOT SALES	0.00	3,645.00	6,000.00	(39.25)%
	Total Revenue	<u>0.00</u>	<u>3,645.00</u>	<u>8,000.00</u>	<u>(54.44)%</u>
Expense					
61000	EMPLOYEE GROSS WAGE	299.84	2,157.23	5,762.00	62.56%
65100	DEFERRED RETIREMENT	35.98	258.85	691.00	62.54%
65200	MEDICAL INSURANCE AND EXPENSE	169.33	899.77	2,543.00	64.62%
65300	WORKMEN'S COMP INSURANCE	0.00	212.86	193.00	(10.29)%
65600	PAYROLL TAX	25.68	184.79	493.00	62.52%
65800	Grant Payroll Allocation	(3.60)	(73.09)	0.00	0.00%
78190	MATERIALS, SUPPLIES & EQUIPMEN	0.00	18.43	500.00	96.31%
	Total Expense	<u>527.23</u>	<u>3,658.84</u>	<u>10,182.00</u>	<u>64.07%</u>
	Net Income	<u>(527.23)</u>	<u>(13.84)</u>	<u>(2,182.00)</u>	<u>(99.37)%</u>



CONSENT AGENDA ITEM 2

SUPPORTING DOCUMENTATION FOLLOWS WITH: 1 PAGES

2. Sheriff Activity Report for December 2012

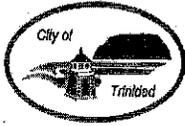
Humboldt County Sheriff's Office

Trinidad Activity

December 1-27, 2012

Assault	1
Custody Dispute	2
Disturbance	5
Follow Up Details	2
Patrol Checks (including foot patrol)	15
Petty Theft	1
Public Assist	1
Public Intoxication	1
Restraining Order Violation	1
Suspicious Circumstances	2
Threat	1
Unwanted Subject	1
Welfare Check	2

Please note these numbers indicate the type of call dispatched and do not reflect what the disposition was.



CONSENT AGENDA ITEM 3

SUPPORTING DOCUMENTATION FOLLOWS WITH: 1 PAGES

3. Authorize staff to advertise Azalea and Pacific Project.

CONSENT AGENDA
Date: January 9, 2013

Item: Bid Solicitation for Azalea & Pacific Project

Background:

The proposed Azalea and Pacific State Transportation Improvement Program (STIP) Project includes the rehabilitation of Azalea Way and Pacific Street to bring the roads up to City standards, provide better emergency vehicle access and improve the road drainage facilities.

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

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

Construction capital and construction engineering for the project is funded through the State Transportation Improvement Program (STIP) up to the amount of \$423,000, which was allocated by the California Transportation Commission on October 24, 2012.

The project is proposed to be advertised for bidding in late January 2013, and awarded at the March 2013 Council Meeting. Construction is anticipated to begin in May 2013 and is expected to take approximately 30 calendar days to complete.

Proposed Action:

Authorize staff to advertise the project for public bid.



CONSENT AGENDA ITEM 4

SUPPORTING DOCUMENTATION FOLLOWS WITH: 16 PAGES

4. Authorize City Manager to Sign the Draft Harbor Lands Lease Agreement

CONSENT AGENDA ITEM

Date: January 9, 2013

Item: AUTHORIZE CITY MANAGER TO SIGN THE HARBOR LANDS LEASE AGREEMENT.

Background: The Cher-Ae Heights Indian Community of the Trinidad Rancheria owns and operates the Trinidad Pier and leases the harbor lands from the city. The City of Trinidad and the Rancheria entered into a Harbor Lands Lease Agreement on January 20, 2004. This lease expired on January 19, 2011. The City and the Rancheria have completed negotiations on the new agreement.

In April, 2012, the City Council authorized the City Manager to sign a Public Interest Agreement between the California Coastal Conservancy, the Rancheria and the City. This agreement, attached as Exhibit B provides for public access to the pier.

The negotiated lease agreement includes a yearly rent adjustment clause, with calculations based on the Consumer Price Index. The annual rent increase or decrease will not be more than 2% annually. The Liability Insurance clause and the Sovereign Immunity clause have been updated.

Staff Recommendation: Authorize the City Manager to sign the Harbor Lands Lease Agreement.

Attachments: HARBOR LANDS LEASE AGREEMENT

HARBOR LANDS LEASE AGREEMENT

This Harbor Lease Agreement is executed by and between the CITY OF TRINIDAD, a Municipal Corporation (hereinafter referred to as "City") and the CHER-AE HEIGHTS INDIAN COMMUNITY OF THE TRINIDAD RANCHERIA, a federally-recognized Indian Tribe (hereinafter referred to as "Lessee").

RECITALS

WHEREAS, City is the grantee of certain tide, submerged and harbor lands (hereinafter "Harbor Lands") pursuant to legislative grant, Chapter 936 of AB 2857, approved by the Governor on September 20, 1986, and filed with the Secretary of State on September 22, 1986, and

WHEREAS, pursuant to said legislative grant, City owns the Harbor Lands in trust for the benefit of all the people of the State of California for purposes of commerce, navigation and fisheries, and for other public purposes, including but not limited to preservation of the lands in their natural state for scientific study, open space, wildlife habitat, and recreational uses, and

WHEREAS, the Harbor Lands are used by the public for commercial and sport fishing, boat anchorage, boat launching, and other scientific, aesthetic, wildlife, and recreational purposes, and

WHEREAS, the Harbor Lands contain certain improvements consisting of year-round sites for anchored mooring buoys and up to an additional 400 sites for anchored mooring buoys installed and maintained for seasonal use (hereinafter collectively referred to as "Harbor Lands Improvements" or "Improvements"), and

WHEREAS, the Harbor Lands Improvements have been used to promote the public uses of the Harbor Lands through the existence of other activities and services such as water taxi services and boat rentals operated from or on said Improvements, and

WHEREAS, Lessee intends to maintain and operate the Harbor Lands Improvements for such public uses and services, and

WHEREAS, Lessee is the owner of fee lands immediately adjacent to the Harbor Lands, and

WHEREAS, Lessee is the owner of a boat launcher and a pier consisting of a pier, hoists, and floating docks installed and maintained for seasonal use, a portion of which extend onto the Leased Premises, as well as certain mooring buoys which are installed by anchor on the Leased Premises, and Lessee intends to continue the present public uses thereof, and

WHEREAS, Lessee intends to ensure public access for ingress and egress to the Harbor Lands Improvements, boat launcher, and pier, and

WHEREAS, in addition to said public use related activities and services, certain portions of Lessee's lands are presently encumbered with an agreement in favor of the State of California, Humboldt State University for purposes of pumping and piping marine water from the Harbor Lands to the Humboldt State University Telonicher Marine Laboratory, which the Lessee intends to continue, and

WHEREAS, it is the intent of the parties that Lessee will maintain and operate the Harbor Lands Improvements, pier and boat launcher for the benefit of the public in accordance with the authorized public uses of the Harbor lands and in the manner in which said Improvements have been previously maintained and operated, and

WHEREAS, Lessee shall, at its sole expense, obtain, maintain, and keep in full force and effect during the Lease term, comprehensive liability insurance insuring the City and itself against claims or liability arising out of the city's ownership of the Leased Premises and the use, occupancy, condition, and maintenance thereof, and

WHEREAS, Lessee shall, at its sole expense, keep and maintain the Leased Premises and Improvements in good order and repair and in a safe condition,

NOW THEREFORE, based on the mutual covenants, restrictions, and conditions recited herein, the parties agree as follows:

LEASE AGREEMENT

Section 1. Leasehold

City hereby leases to Lessee and Lessee leases from the City those certain tide and submerged lands located in the City of Trinidad, State of California which are more particularly described in Exhibit A attached hereto and incorporated herein (hereinafter referred to as "Leased Premises"), subject to the terms, covenants, agreements and conditions herein set forth to each of which the City and Lessee mutually agree. Notwithstanding anything stated to the contrary in this section, Lessee and City agree that the Leased Premises shall not include improvements owned by Lessee that extend onto the Leased Premises, including but not limited to the pier and the boat launcher.

Section 2. Permitted Uses

2.1 Allowed Uses. The Leased Premises are leased to Lessee for the sole purposes of maintaining and operating anchorage for commercial and sport fishing boats, and maintaining and operating facilities to allow the launching of commercial, recreational, and sport fishing boats for public use, plus uses ancillary thereto. Any present use shall not be changed or modified, nor shall any new use be added during the term of this Lease without advance written consent of the City, which shall not be unreasonably withheld, and any other approval entity as required by law, rule, or regulation.

2.2 Authorized Improvements. Lessee agrees to install and maintain for use during the spring, summer, and fall months at least 125 and up to 400 additional anchored mooring buoy sites, and floating docks. No other improvements shall be constructed, erected or installed by Lessee on the Leased Premises without the advance written consent of the City, which shall not be unreasonably withheld, and any other approval entity as required by law, rule or regulation.

2.3 Alteration or Removal. No alteration or removal of existing Improvements on or natural features of the Leased Premises shall be undertaken by Lessee during the term of this Lease without the advance written consent of the City and any other approval entity as required by law, rule, or regulation, except for routine maintenance as defined by the Trinidad Municipal code Section 15.04.06 and as it may be amended in the future.

2.4 Additional Public Use. City acknowledges that Lessee owns the pier and boat launcher, a portion of which extend onto the Leased Premises, and Lessee agrees to maintain and operate the pier and boat launcher for the purposes of public use of the Harbor Lands, plus uses ancillary thereto.

Section 3. Term

3.1 Term. The duration of this Lease shall be twenty-one (21) years, commencing on January 20, 2011 and terminating on January 19, 2032, unless sooner terminated as provided under this Lease.

3.2 Option. Absent a material breach during the initial term, the Tribe shall have the right to exercise an option to renew this Lease for a term of ten years by providing written notice at least ninety (90) days prior to the expiration of the term, except that the parties agree to renegotiate in good faith sections of the Lease identified in writing by either party at least eighty (80) days prior to the expiration of the term. Failure to reach mutual agreement on sections properly identified would be deemed a cancellation of the option.

Section 4. Rent

4.1 Rent: On or before April 1 of each year, Lessee shall pay to the city rent in the amount of five thousand dollars (\$5,000.00).

4.2 Late Fee: In the event Rent is not received within four days of due date, Lessee shall pay a late fee of one point five percent (1.5%) of the annual Rent, which shall accrue monthly.

4.3 Yearly Rent Increase: Commencing on the first day of the third year and continuing each year thereafter during the term, annual rent shall be adjusted by the percentage increase in the revised Consumer Price Index for all items (1982-84=100), U.S. City Average, West Cities B-C, as published by the United States Department of Labor, Bureau of Labor Statistics (called "the Index" in this Lease) for the prior calendar year. In calculating this percentage increase, the most current Index available on the date of commencement of the prior term and the most current Index available immediately preceding the date of annual adjustment

during the extended term shall be used. In the event the Index is either unavailable, is no longer published, or is calculated on a significantly different basis following the date of this Lease, the most comprehensive official Index published which most closely approximates the rate of inflation shall be substituted in place of the Index January, 2012, shall be the base year for this adjustment. On adjustment of the rent in accordance with this section, the City (Lessor) shall execute a letter stating the adjustment. In no event shall the rent be less than \$5,000.00 per year. Regardless of the CPI percentage change, the increase or decrease shall be no more than two percent (2%) annually; provided that, at least ninety (90) days, but no more than one-hundred and twenty (120) days, prior to January 1 of the eighth year of the term of this Agreement, either party may, for good cause, provide written notice to the other party requesting to negotiate an amendment to allow the annual rent adjustment to increase or decrease. Upon timely notice, the parties shall agree to negotiate in good faith.

Section 5. Harbor Management Plan

As a condition precedent to Lessee's right of possession of the Leased Premises, Lessee shall deliver to City a description of the Lessee's plan for the general management and operation of the Leased Premises. Said plan shall additionally identify by name, title, address, and phone number the individual who shall be directly responsible for management of the Leased Premises.

Section 6. Access

6.1 **City Access.** City expressly reserves a right to enter the Leased Premises and all Improvements for any purpose associated with this Lease or for carrying out any function required by local or state law, rule, or regulation. City shall have a right of reasonable access to the Leased Premises across Lessee owned or occupied lands adjacent to the Leased Premises for any purpose associated with this Lease.

6.2 **Public Access.** City expressly reserves to the public the right to enter the Leased Premises and Improvements for any purpose consistent with the purposes of this Lease. The public shall have a right of reasonable access to the Leased Premises, the pier, and boat launcher across Lessee owned or occupied lands adjacent to the Leased Premises for any purpose associated with this Lease, as specifically set forth in an Easement Agreement executed and recorded by Lessee and City and attached hereto as Exhibit B, irrevocably granting City a certain easement for public ingress and egress across Lessee's property.

Section 7. Covenants and Conditions

7.1 **General.** Lessee shall use the Leased Premises only for the purposes stated in Section 2. Lessee shall commence use of the Leased Premises immediately upon the beginning date of this Lease. Thereafter, Lessee's discontinuance of such use for a period of sixty (60) days shall be conclusively presumed to be an abandonment.

7.2 **Repairs and Maintenance.** Lessee shall, at its own expense, keep and maintain the Leased Premises and all Improvements in good order and repair and in a safe condition.

7.3 Conservation. Lessee shall practice conservation of water and other natural resources and shall use best efforts to prevent pollution and harm to the environment in or on the Leased Premises.

7.4 Enjoyment. Nothing in this Lease shall preclude Lessee from excluding persons from the Leased Premises when their presence or activity constitutes a material interference with the Lessee's use and enjoyment of the Leased Premises as provided under this Lease; provided that the exclusion of any persons from the Improvements shall not be inconsistent with the public use of the Leased Premises to provide anchorage for, and launching of, commercial, recreational, and sport fishing boats.

7.5 Discrimination. Lessee in its use of the Leased Premises shall not discriminate against any person or class of persons on the basis of race, color, creed, national origin, sex, age, or physical handicap. Notwithstanding the foregoing, the Tribe shall implement Indian preference in accordance with section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e).

7.6 Signs. No new signs or alterations to presently existing signs shall be constructed on the Improvements without the prior written consent of the City.

7.7 Residential Use. Improvements on the Leased Premises shall not be used as a residence or for the purpose of mooring a floating residence.

7.8 Encumbrances. This Lease may be subject to pre-existing contracts, leases, licenses, easements, encumbrances, and claims and it is made without warranty by the City of title, condition or fitness of the land for the stated intended use. City expressly reserves the right to lease, convey, or encumber the Leased Premises, in whole or in part, during the Lease term for any purpose not inconsistent or incompatible with the rights or privileges of Lessee under this Lease.

7.9 Condition of Premises. City makes no covenants or warranties in regard to the condition of the soil or subsoil or any other underwater condition of the Leased Premises that might affect Lessee's ability to maintain improvements upon the Leased Premises. City acknowledges that the ability of Lessee to perform its obligation hereunder may be affected by adverse weather or environmental conditions which render performance impossible or inimical to public safety, and that such lack of performance shall not be considered a breach of this Lease.

7.10 Rules, Regulations and Taxes. Lessee shall comply with and be bound by all presently existing or subsequently enacted applicable rules, regulations, statutes or ordinances of the City, state or federal government.

Section 8. Indemnity and Insurance.

8.1 Indemnity. City, its officers, agents and employees shall not be liable and Lessee shall indemnify, hold harmless and, defend City, its officers, agents, and employees against and for any and all liability, claims, damages or injuries of any kind and from any cause, arising

under this Lease Agreement from activities occurring on the Leased Premises or Improvements, except any claim, damage, or injury arising out of the City's sole negligence or willful misconduct.

8.2 Notice. Lessee shall give prompt notice to City in case of any accident, injury, or casualty on the Leased Premises.

8.3 Liability Insurance. The Lessee shall obtain at its own expense and keep in full force and effect during the term of this agreement commercial general liability insurance with a per occurrence limit of no less than one million dollars (\$1,000,000.00) and a total general aggregate policy limit of no less than five million dollars (\$5,000,000.00) for bodily injury and property damage arising out of the ownership, use, occupancy, condition or maintenance of the pier. The insurance policy or policies maintained pursuant to this section shall, by endorsement, name the City as an additional insured as to the pier and provide that it is primary and non-contributing, and shall not permit the insurance carrier to raise the Tribe's sovereign immunity as a defense to any claims by third parties in the Humboldt County Superior Court or the U.S. District Court for the Northern District of California, but only to the extent that such a claim (i) arises out of the ownership, use, occupancy, condition or maintenance of the pier, (ii) is covered by said liability insurance, and (iii) the claim does not exceed the limits of said policy and is solely payable from said policy. The Trinidad Rancheria shall provide the Landowner with satisfactory evidence of such insurance and shall keep such certificate current. The policy provided pursuant to this section shall be written with an insurance company(ies) licensed and admitted to do business in California and shall be rated no lower than "A" in the most recent edition of A.M. Best's. The Parties expressly agree that the Trinidad Rancheria need not maintain a separate general liability policy to satisfy the specific insurance requirements stated in this section, provided that the insurance obtained and maintained by the Trinidad Rancheria to meet its general liability insurance obligations in other agreements shall satisfy the specific requirements stated in this section.

Section 9. Assignment, Encumbrancing or Subletting.

9.1 In general. Lessee shall not either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease and shall not sublet the Leased Premises, in whole or in part, or allow any person other than the Lessee's employees, agents, servants and invitees to occupy or use all or any portion of the Leased Premises without the prior written consent of City, which shall not be unreasonably withheld.

9.2 Agreement with State of California. The City acknowledges and hereby consents to the agreement between Lessee and the State of California, Humboldt State University for purposes of pumping and piping marine water from the Harbor Lands across the pier to the Telonicher Marine Laboratory. Lessee agrees to maintain this agreement with the State of California and shall not terminate said agreement without prior written approval of the City. Lessee agrees to provide the City with prior written notice of any such future written agreement providing substantial services to third parties on the pier.

Section 10. Default and Remedies.

10.1 Default.

The occurrence of any one or more of the following events after notice thereof and the expiration of the applicable cure period shall constitute a default or breach of this Lease by Lessee.

- (a) Lessee's failure to make any payment of rental, royalty, or other consideration as required under this Lease.
- (b) Lessee's failure to obtain or maintain liability insurance.
- (c) Lessee's vacation or abandonment of the Leased Premises during the Lease term.
- (d) Lessee's failure to observe or perform any other term, covenant or condition of this Lease to be observed or performed by the Lessee when such failure shall continue for a period of sixty (60) days after City's given written notice; however, if the nature of Lessee's default or breach is such that more than sixty (60) days are reasonably required for its cure, then Lessee shall not be deemed to be in default or breach if Lessee commences such cure within such sixty (60) day period and diligently proceeds with such cure to completion.

10.2 Remedies. In the event of a default or breach by Lessee and Lessee's failure to cure such default or breach, City may at any time and with or without notice do any one or more of the following:

- (a) Re-enter the Harbor Lands Improvements, remove all persons and property, and enjoy such premises; provided, however, that City shall not take any action that would interfere with Lessee's use and operation of the pier and boat launcher or public access to same.
- (b) Terminate this Lease and Lessee's right of possession of the Harbor Lands Improvements. Such termination shall be effective upon the City providing written notice in accordance with Section 13.10. Upon receipt of such notice, Lessee shall immediately surrender possession of the Harbor Lands Improvements to the City.
- (c) Maintain this Lease in full force and effect and recover any rental, royalty, or other consideration as it may become due without terminating Lessee's right of possession regardless of whether Lessee shall have abandoned the Leased Premises; provided City shall not unreasonably withhold consent to Lessee's sublease or assignment of Lease.
- (d) Exercise any other right or remedy which City may have at law or in equity.

Section 11. Termination.

11.1 Termination. The parties may terminate this Lease by mutual agreement in writing. Notwithstanding the foregoing, the Lessee may terminate this Lease if the Leased Premises, the Improvements, or the pier are destroyed.

11.2 Restoration of Lease Premises.

- (a) Upon expiration or sooner termination of this Lease, City may accept all or any portion of the Leased Premises and Improvements, or City may require Lessee to remove all or any portion of the Improvements constructed by Lessee, at Lessee's sole expense and risk;

or City may itself remove or have removed all or any portion of the Improvements constructed by Lessee, at Lessee's sole expense.

(b) In removing any such Improvements Lessee shall restore the Leased Premises as nearly as possible to the conditions existing prior to their installation or construction by Lessee.

(c) All such removal and restoration shall be to the satisfaction of City and shall be completed within ninety (90) days of the expiration or sooner termination of this Lease.

(d) All Improvements left on the Leased Premises ninety-one (91) days after the expiration or sooner termination of this Lease shall, without compensation or demand, become the City's property, free and clear of all claims, liens, and encumbrances to or against Improvements constructed by Lessee or any other person, and Lessee shall defend and indemnify City against all liability and loss arising from any such claims, liens, and encumbrances, or from City's exercise of the rights conferred by this paragraph.

11.3 Holding-Over. Any holding-over by Lessee after the expiration of the Lease term, with or without the express or implied consent of City, shall constitute a tenancy from month-to-month and not an extension of the Lease term and shall be on the terms, covenants and conditions of this Lease with rental, royalty or other consideration payable in advance on the first day of each month, at the rate of one-twelfth (1/12th) of the annual amount.

11.4 Quit claim. Lessee shall, within sixty (60) days of the expiration or sooner termination of this Lease, execute and deliver to City in a form provided by City a good and sufficient quit claim deed covering all of the Leased Premises and Improvements remaining thereto. Should Lessee fail or refuse to deliver such a quit claim deed, a written notice by City reciting such failure or refusal shall, from the date of its recordation, be conclusive evidence against Lessee and all other claimants of the termination of this Lease and any rights or interests of Lessee in the Leased Premises.

Section 12. Sovereign Immunity

Lessee hereby expressly consents to the following limited waiver of its sovereign immunity: Lessor may file suit in the California state courts against Lessee to seek recovery of damages arising from the Lessee's breach of its obligations under this Lease, and may file suit in the same courts to enforce such a judgment in law or equity. This limited waiver of immunity shall not create any rights in entities not a party to this agreement nor shall the limited waiver described herein extend to any person or legal entity other than the Lessor nor shall it constitute a waiver of the Lessee's sovereign immunity beyond what is expressly waived herein.

Section 13. Miscellaneous Provisions

13.1 Waiver.

(a) No term, covenant or condition of this Lease and no default or breach of any such term, covenant or condition shall be deemed to have been waived, by City's acceptance of a late or nonconforming performance or otherwise, unless such a waiver is expressly acknowledged by City in writing.

(b) Any such waiver shall not be deemed to be a waiver of any other term, covenant or condition or any other default or breach of any term, covenant or condition of this Lease.

13.2 Time. Time is of the essence of this Lease and each and all of its terms, covenants or conditions in which performance is a factor.

13.3 Consent. Where City's consent is required under this Lease its consent for one transaction or event shall not be deemed to be a consent to any subsequent occurrence of the same or any other transaction or event.

13.4 Changes. This Lease may be terminated and its term, covenants and conditions amended, revised or supplemented by mutual agreement of the parties.

13.5 Successors. The terms, covenants and conditions of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, successors, and assigns of the respective parties and if more than one Lessee is a party to this Lease, the obligations of the Lessees shall be joint and several.

13.6 Captions. The captions of this Lease are not controlling and shall have no effect upon its construction or interpretation.

13.7 Severability. If any term, covenant or condition of this Lease is judicially determined to be invalid, it shall be considered deleted and shall not invalidate any of the remaining terms, covenants and conditions.

13.8 City Approval and Consent. The approval or consent of the City, wherever required in this agreement, shall mean the approval of the City Council of the City of Trinidad.

13.9 Legal Proceedings. Should it become necessary for either Lessor or Lessee to commence legal proceedings to collect rent, recover possession, or enforce any other provision of this Lease, the prevailing party will be entitled to legal costs and expenses in connection therewith, including reasonable attorneys' fees as determined by the court. The parties agree that the laws of the State of California shall be used in interpreting this Lease agreement and will determine all rights and obligations hereunder, and it is agreed that this Lease is executed in Trinidad, California.

13.10 Notice. Insofar as this agreement requires or contemplates that notices shall be given by any party, such notices shall be deemed given when personally delivered to its business office, transmitted by facsimile or deposited in the United States Mail, first class postage prepaid, addressed to the other party at its mailing address set forth below, or such other address as the party may designate by written notice given during the term of this agreement.

Municipality:

City of Trinidad
c/o City Clerk
P. O. Box 390
Trinidad CA 95570
Facsimile (FAX) No. 707-677-3759

Lessee:

Cher-Ae Heights Indian Community
of the Trinidad Rancheria
c/o Garth Sundberg, Chairperson
P.O. Box 630
Trinidad, CA 95570
Facsimile (FAX) No. 707-677-3921

IN WITNESS WHEREOF, this Lease agreement is executed by the City, acting by and through its City Manager, and by Lessee, acting by and through its Tribal Council Chairperson.

TRINIDAD RANCHERIA:

By: _____

Date: _____

CITY OF TRINIDAD

By: _____

Date: _____

EXHIBIT A

The land granted in Section 1 is all that portion of Trinidad Bay adjacent to Fractional Section 26, Township 8 North, Range 1 West, Humboldt Meridian, described as follows:

Beginning at Monument 2 at the intersection of East Street and View Avenue, as shown on the Map of the City of Trinidad prepared by Larson and MacMillan in 1961 and on file with the City Engineer for the City of Trinidad, California, the monument being 535.69 feet north and 786.95 feet west from the northeast corner of Section 26 and running thence south 4 degrees 28 minutes 30 seconds east along the southerly extension of the centerline of View Avenue 730 feet more or less to the ordinary high water mark of Trinidad Bay and the true point of beginning of the area herein described;

thence from the true point of beginning westerly and southerly following the ordinary high water mark to its southernmost point on Trinidad Head;

thence northeasterly along a straight line 1,600 feet more or less to the ordinary high water mark on the southernmost point on Prisoner Rock;

thence east 1,850 feet more or less to the southerly extension of the east line of Fractional Section 26;

thence north along the east line 1,350 feet more or less to the ordinary high water mark of Trinidad Bay;

thence northwesterly along the ordinary high water mark 800 feet more or less to the true point of beginning, containing 100 acres more or less.

EXHIBIT B Public Access Easement Agreement

AGREEMENT PROTECTING THE PUBLIC INTEREST IN CERTAIN IMPROVEMENTS FUNDED BY THE CALIFORNIA STATE COASTAL CONSERVANCY

This agreement is entered into by the California State Coastal Conservancy ("Conservancy"), the Cher-Ae Heights Community of the Trinidad Rancheria ("Grantee") and the City of Trinidad ("Landowner").

PERTINENT FACTS

- A. The Grantee seeks to undertake the reconstruction of the Trinidad public fishing pier owned by the Trinidad Rancheria and on land described in Paragraph C in Humboldt County (hereinafter the "Project") with grant funding received from the Conservancy. The purpose of this project is to provide public access to the coastal and marine areas around the Project.
- B. On December 2, 2010, the Conservancy authorized a grant to the Grantee, subsequently awarded under Grant Agreement No. 10-059 to construct the Project. As a condition of receiving Conservancy funds, the Grantee has agreed to execute an agreement to protect the public interest in the improvements constructed with Conservancy funds.
- C. The Landowner is the grantee of certain tide, submerged and harbor lands pursuant to legislative grant, Chapter 936 of AB 2857, approved by the Governor on September 20, 1986, and filed with the Secretary of State on September 22, 1986 located in coastal zone in Humboldt County, California, identified as specifically on Humboldt County Assessor's maps as Assessor's Parcel Number 042-071-14. (Hereafter referred to as the "Property").
- D. The grant referred to above was conditioned on the Grantee and the Conservancy executing an agreement to protect the public interest in all improvements or developments constructed with Conservancy funds and assure public access.

THE LANDOWNER AND THE CONSERVANCY AGREE AS FOLLOWS, in order to carry out the purposes of Project, and in light of the Pertinent Facts, above:

1. **DURATION**. The term of this agreement shall be for twenty years from the date of completion of construction, or December 31, 2032, whichever occurs first.
2. **PUBLIC ACCESS**. Following construction, any improvements or development located on the property and financed in whole or in part by the Conservancy shall be made accessible by the Landowner and the Grantee to the public and shall be available for public use throughout the duration of this agreement in accordance with applicable laws and regulations and the safe

PUBLIC INTEREST AGREEMENT
Trinidad Pier Reconstruction, County of Humboldt

operation of the improvements and developments. The improvements and development include, without limitation, the Trinidad Pier and associated marine access and recreation improvements. The parties agree that this paragraph does not create, transfer, or grant any property interest.

3. **EMERGENCY RESTRICTIONS.** The Landowner and/or the Grantee may restrict or deny public access to the property if an emergency exists which threatens public health and safety or the natural resources of the property. In that event, all reasonable measures shall be taken to remedy the emergency conditions and restore the public's right of access.
4. **MAINTENANCE AND OPERATION.** The Grantee assumes all responsibility for constructing the Pier and associated improvements. During the term of this agreement, the Grantee shall maintain and operate the property and access improvements and shall use the property and access improvements in a manner consistent with the purposes of the Conservancy's grant including, but not limited to keeping the property open for public use.
5. **IMPLEMENTATION.** The Grantee shall implement the Project improvements on the property in accordance with Grant Agreement No. 10-059.
6. **SIGNS.** The Grantee shall provide, and the Landowner shall permit the erection of, a sign or signs visible from the nearest public roadway identifying the project and acknowledging Conservancy assistance. The number, design, placement and wording of the signs shall be subject to the approval of the Executive Officer of the Conservancy.
7. **ACCESS BY THE GRANTEE.** The Grantee shall have access to the property to accomplish the purposes of this agreement, either through a lease agreement or as members of the public.
8. **ACCESS BY THE CONSERVANCY.** The Grantee and the Landowner shall permit the Conservancy, its agents or employees, to visit the project site at reasonable intervals to verify that the Grantee is providing nondiscriminatory public access in accordance with Paragraph 2 of this agreement.
9. **LIABILITY.** Subject to the limitations set forth in Paragraph 10 of this agreement, the Grantee shall be responsible for, indemnify and save harmless the Conservancy, its officers, agents, and employees from any and all liabilities, claims, demands, damages or costs resulting from, growing out of, or in any way connected with or incident to the property and improvements on it, except for active negligence or willful misconduct of the Conservancy, its officers, agents or employees. The duty to indemnify and save harmless includes the duty to defend as set forth in Civil Code Section 2778. The Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the Conservancy, its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to the property and improvements on it, except for active negligence willful misconduct of the Conservancy, its officers, agents or employees.

PUBLIC INTEREST AGREEMENT
Trinidad Pier Reconstruction, County of Humboldt

10. **LIMITED WAIVER OF SOVEREIGN IMMUNITY.** Notwithstanding any other provision in this agreement to the contrary, nothing in this agreement shall be deemed to be a general waiver of the Trinidad Rancheria's sovereign immunity from suit, which immunity is expressly asserted.
- A. Provided, however, that the Trinidad Rancheria hereby expressly consents to be sued by the Conservancy to interpret and enforce this agreement and to enforce the grantee's duty pursuant this agreement to indemnify and hold harmless and defend the State as set forth in Paragraph 9 of this agreement; and provided further that this limited waiver of sovereign immunity (i) shall not, itself, create any rights or secured interest(s) in any of the property, assets, or income of the Trinidad Rancheria; (ii) shall not extend to suit for punitive damages; and (iii) shall only extend to actions filed by the Conservancy seeking recovery of damages arising from the Trinidad Rancheria's breach of its obligations under this agreement up to and not exceeding the amount disbursed by the Conservancy pursuant to this agreement, and to actions to enforce such a judgment in law or equity, provided that the Trinidad Rancheria does not consent to the levy of any judgment, lien, or attachment upon any property in which the Trinidad Rancheria has granted a secured interest. This limited waiver of immunity shall not create any rights in entities not a party to this agreement and shall only remain in effect during the term of this agreement.
- B. *Provided further*, that the Trinidad Rancheria hereby and expressly consents to actions filed by the Landowner for the exclusive and sole purpose of enforcing the obligation of the Trinidad Rancheria set forth in Paragraph 14 of this agreement.
11. **SEVERABILITY.** If any of the provisions of this agreement are found by a court of law to be of no force or effect, the validity of all other provisions shall be unaffected.
12. **NOTICES.** Notices issued pursuant to this agreement shall be sent to the following addresses (or to a subsequent address of which notice has been provided in writing):

PUBLIC INTEREST AGREEMENT
Trinidad Pier Reconstruction, County of Humboldt

State Coastal Conservancy
1330 Broadway, Suite 1300
Oakland, CA 94612
Tel: (510) 286-1015

Chairperson, Cher-Ae Heights Community of
the Trinidad Rancheria
P.O. Box 630
Trinidad, CA 95570
Tel: (707) 677-0211

City of Trinidad
c/o City Manager
P.O. Box 390
Trinidad, CA 95570
Tel: (707) 677-0223

13. **LOCUS OF CONTRACT.** This agreement is entered into in the County of Alameda, California.
14. **INSURANCE.** The Trinidad Rancheria shall obtain at its own expense and keep in full force and effect during the term of this agreement commercial general liability insurance with a total policy limit of no less than five million dollars (\$5,000,000.00) for bodily injury and property damage arising out of the ownership, use, occupancy, condition or maintenance of the pier. The insurance policy or policies maintained pursuant to this section shall, by endorsement, name the Landowner as an additional insured as to the pier and shall not permit the insurance carrier to raise the Tribe's sovereign immunity as a defense to any claims by third parties in the Humboldt County Superior Court or the U.S. District Court for the Northern District of California, but only to the extent that such a claim (i) arises out of the ownership, use, occupancy, condition or maintenance of the pier, (ii) is covered by said liability insurance, and (iii) the claim does not exceed the limits of said policy and is solely payable from said policy. The Trinidad Rancheria shall provide the Landowner with satisfactory evidence of such insurance and shall keep such certificate current. The policy provided pursuant to this section shall be written with an insurance company(ies) licensed and admitted to do business in California and shall be rated no lower than "A" in the most recent edition of A.M. Best's. The Parties expressly agree that the Trinidad Rancheria need not maintain a separate general liability policy to satisfy the specific insurance requirements stated in this section, provided that the insurance obtained and maintained by the Trinidad Rancheria to meet its general liability insurance obligations in other agreements shall satisfy the specific requirements stated in this section.
15. **EFFECT OF CONTRACT.** Nothing in this agreement is intended to, nor shall be construed to, affect, alter, or impair the rights and privileges of the parties arising under separate agreements.

PUBLIC INTEREST AGREEMENT
Trinidad Pier Reconstruction, County of Humboldt

STATE COASTAL CONSERVANCY

Nadine Peterson, for
SAMUEL SCHUCHAT
Executive Officer

4-18-12
Date

THE CHER-AE HEIGHTS COMMUNITY OF THE TRINIDAD RANCHERIA

Shirley Laos
~~GARTH SUNBERG, SR.~~
Chairman *Shirley Laos Vice-Chair*

4-12-12
Date

CITY OF TRINIDAD

Karen Suiker
KAREN SUIKER
City Manager

4-12-2012
Date



AGENDA ITEM 1

SUPPORTING DOCUMENTATION FOLLOWS WITH: 0 PAGES

1. Swearing in of new Councilmember Maria Bauman.



AGENDA ITEM 2

SUPPORTING DOCUMENTATION FOLLOWS WITH: 5 PAGES

2. Discussion/Decision to adopt Resolution 2013-01; Requesting Changes to the Road Classification Map

DISCUSSION AGENDA

DATE: January 9, 2013

Item: Resolution Requesting Changes to Road Classification Map

Discussion

The Federal Highway Administration (FHWA) identifies functional classification as a key item in transportation data. Streets and highways are grouped into classes according to the service they provide. The California Road System (CRS) maps display functional classification which is used in determining Federal funding to maintain the roads. These maps are used in determining Federal funding to maintain the roads. Federal funds for a number of federal highway programs are apportioned and allocated to the local agencies based on the public road mileage in each jurisdiction.

The FHWA groups roadways into seven classifications:

1. Interstate
2. Other Freeways and Expressways
3. Other Principal Arterial
4. Minor Arterial
5. Major Collector
6. Minor Collector
7. Local

Incorporated cities are responsible for reviewing the California Road System (CRS) maps maintained by the California Department of Transportation (Caltrans) and initiating requests for changes to the functional classification of local streets and roads under their jurisdiction. The procedure for changing the functional classification of a street on the CRS maps involves seeking concurrence from Humboldt County Association of Governments (HCAOG) and submitting a request form to Caltrans with a City Council resolution approving the submittal.

In reviewing the City's current roadway network and comparing it to the CRS maps, it is apparent that several changes to the CRS map should be made to put the City in a better position to obtain Federal funding. The recommended changes are summarized in the following table:

Street Name	From	To	Existing Classification	Proposed Classification
Main Street	Westhaven Drive	Trinity Street	6-Minor Collector	5-Major Collector
Trinity Street	Main Street	Edwards Street	6-Minor Collector	5-Major Collector
Edwards Street	Trinity Street	Bay Street	6-Minor Collector	5-Major Collector
Bay Street	Edwards Street	western end of road	7-Local	5-Major Collector

Main Street, Trinity Street, Edwards Street and Bay Street are the main thoroughfare through town and connects US 101 (classified as a Principal Arterial) to Trinidad State Beach, Trinidad Head (designated as California Historic Landmark), and the Trinidad Pier and Harbor. Therefore changing their classifications to Major Collector is consistent with FHWA guidelines.

Recommended Action

Adopt a resolution requesting specific changes to the Federal Functional Classification Map.

Attachments:

1. Resolution
2. Exhibit A – Functional Classification Change Request Form
3. Caltrans Functional Classification CRS Map Showing Proposed Changes

TRINIDAD CITY HALL

P.O. Box 390
409 Trinity Street
Trinidad, CA 95570

(707) 677-0223

Gabriel Adams, City Clerk
Kathy Bhardwaj, Mayor



RESOLUTION NO. 2013-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TRINIDAD APPROVING THE SUBMITTAL OF A FUNCTIONAL CLASSIFICATION CHANGE FOR LOCAL STREETS AND ROADS TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION

WHEREAS, incorporated cities are responsible for initiating requests for changes to the functional classification of streets and roads under their jurisdiction; and

WHEREAS, the City of Trinidad receives State and Federal road improvement and maintenance funding based on street and road designation; and

WHEREAS, said Functional Classification Change, as presented in Exhibit A, has been reviewed and examined by the City Council of the City of Trinidad;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Trinidad that it does hereby approve the submittal of a Functional Classification Change for local streets and roads to the State of California, Department of Transportation.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Trinidad, held on the 09th day of January 2013, and passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

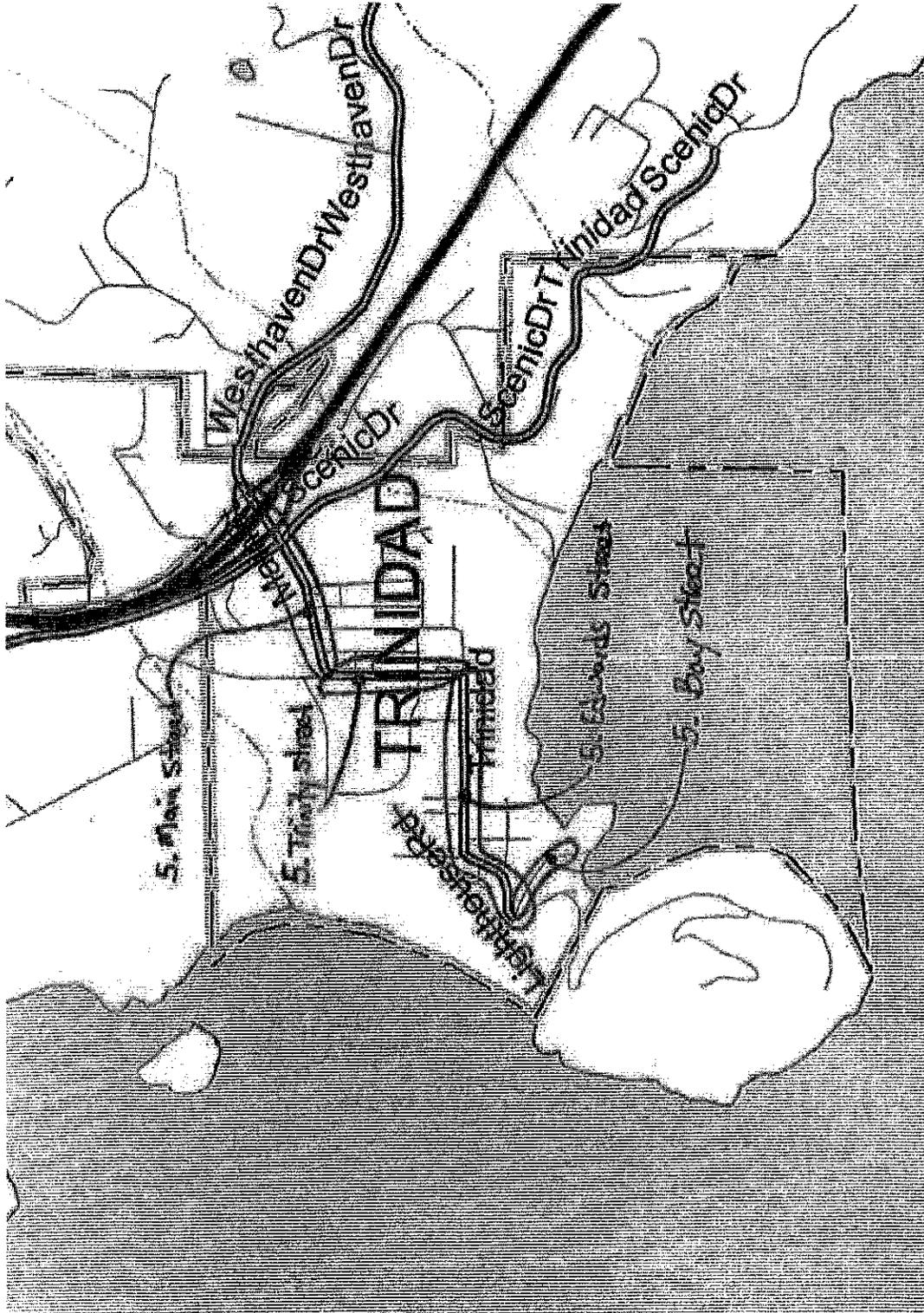
Attest:

Gabriel Adams

City Clerk

Julie Fulkerson

Mayor



APPROVED: *[Signature]*
 FEDERAL HIGHWAY ADMINISTRATION
 DATE: 8/5/11
 STATE: TEXAS
 FEDERAL HIGHWAY ADMINISTRATION
 AND LOCAL AGENCIES

DEPARTMENT OF TRANSPORTATION
 TEXAS
 FEDERAL HIGHWAY ADMINISTRATION
 AND LOCAL AGENCIES



SEE MAP 1C44

SIGN ROUTES
 INTERSTATE
 STATE
 COUNTY

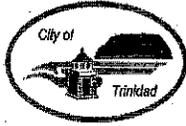
FUNCTIONAL CLASSIFICATION SYSTEM

1	INTERSTATE
2	OTHER DIVISION SCENIC
3	OTHER (RURAL, ARTERIAL)
4	MAJOR ARTERIAL
5	MAJOR COLLECTOR
6	MINOR COLLECTOR
7	LOCAL



MAP 1C34

GRS Map Number	Coordinate	CT District	County	Jurisdiction	Change/ New/ Delete	Road	From	To	(From) Class	(To) New Class	Length (mi)	Number of Through Lanes	AADT



AGENDA ITEM 3

SUPPORTING DOCUMENTATION FOLLOWS WITH: 7 PAGES

3. Unmet Transit Needs public hearing.

EXISTING DEFINITION OF UNMET TRANSIT NEEDS:

1. Transit levels identified in the Humboldt County Regional Transportation Plan (RTP) as the threshold level of service, which have not been implemented or addressed.
2. Transit levels identified in the Humboldt County Regional Transportation Plan (RTP) needs assessment, which have not been implemented or addressed.
3. Transit needs identified through the public hearing process, delivered in public testimony.

PROPOSED DEFINITION OF UNMET TRANSIT NEEDS:

Unmet transit needs are, at a minimum:

1. Trips requested from residents who do not have access to public transportation, specialized transportation, or private transport services or resources for the purpose of traveling to medical care, shopping, social/recreational activities, education/training, and employment; or
2. Proposed public transportation, specialized transportation, or private transport services that are identified in the following (but is not limited to): Transportation Development Plans, the Regional Transportation Plan, the Coordinated Public Transit – Human Services Transportation Plan.

EXISTING CRITERIA USED TO DETERMINE IF AN UNMET TRANSIT NEED IS FOUND TO BE ‘REASONABLE TO MEET’:

Unmet transit needs may be found to be **reasonable to meet** if all of the following conditions prevail:

1. A significant level of support exists for the public subsidy of transit services designed to address the unmet transit need, including but not limited to, support from community groups, community leaders, and community meetings reflecting a public commitment to public transit.
2. Sufficient funding is forecast to be available on a long-term basis from the respective entity or entities’ Local Transportation Fund for the purpose of providing services to address the unmet transit need.
3. The complete cost of addressing the unmet transit need justifies service implementation or continuation in terms of the size of the transit dependent public, passengers served, severity of need, and feasibility.
4. Transit services designed or intended to address an unmet transit need shall not duplicate transit services currently provided either publicly or privately.

5. Transit services designed or intended to address an unmet transit need shall in all cases make coordinative efforts with transit services currently provided, either publicly or privately.

PROPOSED CRITERIA USED TO DETERMINE IF AN UNMET TRANSIT NEED IS FOUND TO BE 'REASONABLE TO MEET':

Unmet transit needs may be found to be *reasonable to meet* by means of the following criteria:

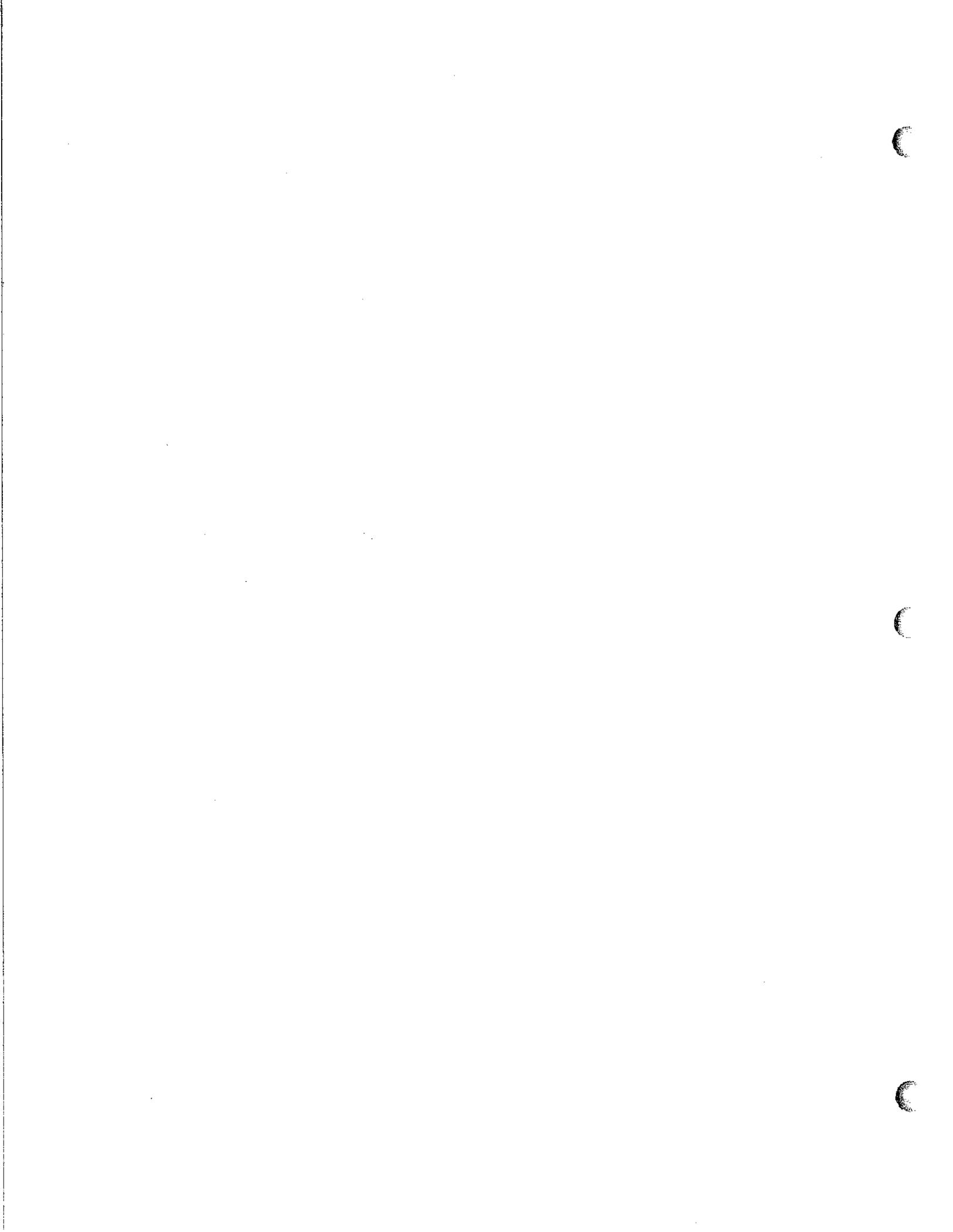
1. Pursuant to the requirements of Transportation Development Act (TDA) Statutes (Public Utilities Code Section 99401.5 (c)), a determination of needs that are reasonable to meet shall not be made by comparing unmet transit needs with the need for streets and roads, for the allocation of TDA funds. The fact that an identified transit need cannot be fully met based on available resources shall not be the sole reason for finding that a transit need is not reasonable to meet.
2. If a new, expanded or revised transit service fails to meet ridership or cost effectiveness standards after one full year of operation, reasonable efforts will be made and documented to rectify the situation during the following year of operation. If service has not met performance standards during the period required by the Transportation Development Act Statutes, and efforts to improve service productivity have been documented by the operator to be unsuccessful, the service will be subject to termination as not being reasonable to meet. Efforts to rectify the underperforming ridership may include but are not limited to increased outreach/marketing of service (newspaper placement), collaboration between organizations or agencies that work with potential ridership of the service and surveys documenting ways in which the service could be improved or made more attractive.
3. Evaluation of potential unmet needs shall be conducted by the TDA claimant that is expected to provide the new, expanded, or revised transit service. The TDA claimant shall review, evaluate, and indicate that the service is operationally feasible, including:
 - a. Forecast of anticipated ridership if service is provided.
 - b. Estimate of capital and operating cost for the provision of such services.
 - c. Determination if there are adequate roadways and selected turnouts to safely accommodate transit vehicles.
 - d. Determination that vehicles are currently available in the marketplace.
 - e. Determination if potential transit service duplicates existing services.
4. An unmet transit need may be determined to be unreasonable to meet because it is not feasible to initiate service within the coming fiscal year, due to the time required for vehicle acquisition, planning, or similar timing factors, or because additional information is needed to determine whether or not the unmet transit need is reasonable to meet. An unmet transit need shall not be determined unreasonable to meet more than once on these grounds.

5. Transit services designed or intended to address an unmet transit need shall in all cases make coordinative efforts with transit services currently provided, either publicly or privately.

PROPOSED CRITERIA USED TO DETERMINE IF AN UNMET TRANSIT NEED IS FOUND TO BE 'REASONABLE TO MEET':

Unmet transit needs may be found to be *reasonable to meet* by means of the following criteria:

1. Pursuant to the requirements of Transportation Development Act (TDA) Statutes (Public Utilities Code Section 99401.5 (c)), a determination of needs that are reasonable to meet shall not be made by comparing unmet transit needs with the need for streets and roads, for the allocation of TDA funds. The fact that an identified transit need cannot be fully met based on available resources shall not be the sole reason for finding that a transit need is not reasonable to meet.
2. If a new, expanded or revised transit service fails to meet ridership or cost effectiveness standards after one full year of operation, reasonable efforts will be made and documented to rectify the situation during the following year of operation. If service has not met performance standards during the period required by the Transportation Development Act Statutes, and efforts to improve service productivity have been documented by the operator to be unsuccessful, the service will be subject to termination as not being reasonable to meet. Efforts to rectify the underperforming ridership may include but are not limited to increased outreach/marketing of service (newspaper placement), collaboration between organizations or agencies that work with potential ridership of the service and surveys documenting ways in which the service could be improved or made more attractive.
3. Evaluation of potential unmet needs shall be conducted by the TDA claimant that is expected to provide the new, expanded, or revised transit service. The TDA claimant shall review, evaluate, and indicate that the service is operationally feasible, including:
 - a. Forecast of anticipated ridership if service is provided.
 - b. Estimate of capital and operating cost for the provision of such services.
 - c. Determination if there are adequate roadways and selected turnouts to safely accommodate transit vehicles.
 - d. Determination that vehicles are currently available in the marketplace.
 - e. Determination if potential transit service duplicates existing services.
4. An unmet transit need may be determined to be unreasonable to meet because it is not feasible to initiate service within the coming fiscal year, due to the time required for vehicle acquisition, planning, or similar timing factors, or because additional information is needed to determine whether or not the unmet transit need is reasonable to meet. An unmet transit need shall not be determined unreasonable to meet more than once on these grounds.



Humboldt County Association of Governments

SYNOPSIS:

Citizen Participation Process for Assessing Unmet Transit Needs

Transportation Development Act

California's Transportation Development Act (TDA) legislates funding for transit purposes primarily, and for non-transit purposes under certain conditions. TDA funds are distributed through the Regional Transportation Planning Agencies (RTPA) throughout the state. An RTPA must assess its jurisdiction's "unmet transit needs" prior to allocating any TDA funds for purposes *not* directly related to public transit or facilities used exclusively by pedestrian and bicyclists.

Public Process to Make a Finding

Each year, HCAOG conducts a citizen participation process to receive public comment concerning transit needs within the RTPA jurisdiction. The HCAOG Social Services Transportation Advisory Council (SSTAC) leads the process to solicit broad input from transportation-dependent and transportation-disadvantaged persons. With recommendations from the SSTAC, at the end of the process the Board shall find that:

- (a) there are no unmet transit needs; or
- (b) there are no unmet transit needs which are reasonable to meet; or
- (c) there are unmet transit needs, including those that are reasonable to meet. (Section 99401.5)

The Board shall make this finding as a result of testimony received, and based on HCAOG's adopted definitions (see box).

If the HCAOG Board finds that there are no unmet transit needs, or that there are no unmet transit needs which are reasonable to meet, entities may expend excess (unexpended) TDA funds for non-transit purposes. A finding that there are unmet transit needs, including those that are reasonable to meet, delivers a mandate to the respective entity to set aside funds, given that they are available, to implement a program to meet those needs deemed "reasonable to meet."

(over)

DEFINITIONS

"Unmet transit needs" are, at a minimum:

- (1) Trips requested from residents who do not have access to public transportation, specialized transportation, or private transport services or resources for the purpose of traveling to medical care, shopping, social/recreational activities, education/training, and employment; or
- (2) Proposed public transportation, specialized transportation, or private transport services that are identified in the following (but is not limited to): a Transportation Development Plan, Regional Transportation Plan, Coordinated Public Transit-Human Services Transportation Plan.

"Reasonable to meet" criteria:

- (1) Whether a need is "reasonable to meet" shall **not** be determined by comparing unmet transit needs with the need for streets and roads, or for the sole reason that there is a lack of available resources to fully meet the identified need.
- (2) New, expanded, or revised transit service that has not met performance standards in the first two full years of operation can be subject to termination as being unreasonable to meet.
- (3) The transit operator (TDA claimant) that is expected to provide a new, expanded, or revised transit service indicates that it is operationally feasible.
- (4) One and one time only, an unmet transit need may be found to be unreasonable to meet if time constraints make it infeasible to begin service within the coming fiscal year, or if more information is needed to determine whether or not the unmet transit need is reasonable to meet.

The TDA directs HCAOG, as the RTPA, to make the finding that there are no unmet transit needs which are reasonable to meet prior to approving fund claims for street and road purposes.

Public Hearings on "Unmet Transit Needs"

HCAOG holds the single statutorily-required public hearing. In addition, HCAOG encourages all member entities to conduct hearings to receive constituent comments. HCAOG encourage entities to notify stakeholders of the public hearings with as much advance notice as is possible. We also encourage entities, to the fullest extent possible, to hold meetings during times that available transit is in service. The public is also welcome to provide written comments and comments by phone.

After conducting an "Unmet Transit Needs" hearing, the member entity forwards to HCAOG the public hearing's record of comments or transcript.

Report of Findings

HCAOG compiles public testimony and other comments from all entities, and includes it in the *Unmet Transit Needs Report of Findings* for the upcoming fiscal year. The report also covers demographic information of the transportation-dependent public, existing programs, and includes recommendations for meeting transit demands.

Timely conduct of the hearing process and submittal of the requested documentation allows HCAOG staff to prepare the *Report of Findings* for the Board to consider and adopt in June, and thereby avoid delays in processing TDA claims for the upcoming fiscal year.

For questions or assistance regarding this Public Participation Process, contact HCAOG at (707) 444-8208 or hcaog@pacbell.net.

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AGENDA ITEM 4

SUPPORTING DOCUMENTATION FOLLOWS WITH: 2 PAGES

4. Discussion/Decision regarding Council Committee Assignments.

DISCUSSION/ACTION AGENDA

Date: January 9, 2013

Item: Appointment of Council Members to Various Boards and Commissions

Background:

Members of Trinidad's City Council represent the City on various committees, boards and commissions. At the meeting in December, 2012, the Council authorized the Mayor to compile a list of recommended appointments for Council consideration at the January 2013 meeting. That list is attached.

Proposed Action: Modify as appropriate, and approve Committee Assignments

Attachment: Proposed Committee Assignments

Committee Assignments

COMMITTEE	REP/ALTERNATE
California Coastal National Monument	Dwight
Park/Library/Museum Collaboration Committee	Maria
HCOAG Humboldt County Association of Governments	Julie / Dwight
Humboldt Mayors	Julie
HTA Humboldt Transit Authority	Julie / Dwight
Tsurai Mgmt Plan Implementation	Tom / Dwight
RCEA Redwood Coast Energy Authority	Tom
RREDC Redwood Regional Economic Development Corp.	Julie / Maria
Humboldt Waste Management Authority	Dwight
Indian Gaming Funds	Dwight / Tom
HCCVB Humboldt County Convention & Visitors Bureau	Mike, ex officio
Humboldt County Hazard Mitigation	?
OES Office of Emergency Services	Mike, ex officio

Dwight

Julie

Kathy

Tom

Maria



AGENDA ITEM 5

SUPPORTING DOCUMENTATION FOLLOWS WITH: 1 PAGES

5. Discussion/Decision regarding Reappointment of 2 Planning Commissioners.

DISCUSSION AGENDA

Date: January 9, 2012

Item: **APPOINTMENT(S) TO THE TRINIDAD PLANNING
COMMISSION**

Background:

There are two vacancies on the Trinidad Planning Commission as of January 1, 2013 due to expiring terms. Both current Commissioners Pinske and Becker have indicated their interest in reappointment. The vacancies were posted at town hall through the month of December, and no letters of interest from other candidates have been submitted.

Staff Recommendation:

Reappoint Mike Pinske and Gale Becker to four year terms effective January 1, 2013.