



Posted: Friday, October 06, 2023

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

The Trinidad City Council will hold a regular meeting on  
**TUESDAY, OCTOBER 10, 2023, at 6:00 PM**  
at the Trinidad Town Hall, 409 Trinity Street, Trinidad, CA.

### CLOSED SESSION BEGINS AT 5:00PM

For your convenience, this meeting will also be held via videoconference, hosted on the **Zoom platform**. Learn more about Zoom here: <https://zoom.us>

**PUBLIC COMMENT:** Public comment may be submitted via email in advance of the meeting, or in an orderly process during the meeting. If you do not have access to email and you would like to provide a written statement, please deliver your comments to 409 Trinity Street, Trinidad CA, by 2:00pm on the meeting day, or email to [cityclerk@trinidad.ca.gov](mailto:cityclerk@trinidad.ca.gov)

**HOW TO PARTICIPATE:** You are invited to participate in person at the Trinidad Town Hall, or by Zoom. The City will publish a direct link to the Zoom teleconference, along with the participant code, on the City Calendar page online at <http://trinidad.ca.gov/calendar>

To phone in, dial 1-888-278-0296, Conference Code: 685171 Meeting ID: 825 4588 3447 Passcode: 006958

**PLEASE NOTE that live meeting logistics will be prioritized. The quality of the Zoom teleconference meeting cannot be guaranteed, but should be satisfactory to allow for remote participation.**

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. CLOSED SESSION

- 1. Conference with Legal Counsel – Existing Litigation (Calif. Gov. Code Section 54956.9(d)(1)) (1 Case: City of Trinidad vs. Tsurai Ancestral Society, et. al, Humb. Co. Sup. Court Case No. 180684)

- IV. RECONVENE TO OPEN SESSION
- V. APPROVAL OF AGENDA
- VI. APPROVAL OF MINUTES – 09-12-2023 cc
- VII. COUNCIL REPORTS/COMMITTEE ASSIGNMENTS
- VIII. STAFF REPORTS – City Manager & Law Enforcement
- IX. 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. Please direct your comments to the Council as a whole, maintain decorum and avoid personal attacks on staff, members of the Council and/or other members of the public. Council and staff responses will be minimal for non-agenda items.*

- X. 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 – September 2023
- 2. Financial Statements – August 2023

City Council Meeting Agenda: 10-10-2023

3. Law Enforcement Report – September 2023.
4. Confirmation of Sherri Provolt as Yurok Tribe Representative on the Trinidad Trails Committee.
5. Contract with Pacific Coast Security to Provide Supplemental Law Enforcement Services to the City of Trinidad.
6. Continued Introduction/First Reading of Ordinance 2023-03; correcting and reaffirming codification of the City of Trinidad Zoning Ordinance, Title 17 of the Trinidad Municipal Code.
7. Continued regarding Introduction/First Reading of Ordinance 2023-04; reaffirming codification of the City of Trinidad Zoning Ordinance and amendments thereto that were not submitted to the CA Coastal Commission for certification.

**IX. DISCUSSION/ACTION AGENDA ITEMS**

1. Annual Unmet Transit Needs Hearing
2. Continued Discussion/Decision regarding Traffic Calming Measures for View Street, Ocean Avenue, and Underwood Drive.
3. Update/Discussion regarding Public Outreach and Awareness Options for City Leash Laws and various Announcements.
4. Discussion/Decision regarding Updating Designated Paid Holiday List in Section 7 of the Employee Policy and Procedure Manual.

**X. FUTURE AGENDA ITEMS**

**XI. ADJOURNMENT**

**APPROVAL OF MINUTES FOR:**

**SEPTEMBER 12, 2023 CC2**

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**Supporting Documentation follows with:**

**0 PAGES**

***MINUTES WILL BE ADDED TO THE PACKET ON OR BEFORE  
MONDAY, OCTOBER 09.***



## **CONSENT AGENDA ITEM 1**

### **SUPPORTING DOCUMENTATION ATTACHED**

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1. Staff Activity Report – September 2023

# Staff Activity Report

October 10, 2023

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## **Luffenholtz Creek:**

The Luffenholtz Creek flow measurement is 1.38 cfs on October 6, 2023.

## **Van Wycke Trail:**

Staff (City Manager, City Engineer, City Planner) as well as the CIRA Risk Manager have met with the Arcata Coastal Commission staff to discuss potential options for the Van Wycke Trail. Further research will be needed to address a light touch repair, upslope options, Edwards improvements, or trail closure. The City will reach out to impacted parties for their input. GHD will be preparing preliminary potential plans for possible feasible options.

## **STR Advisory Committee:**

A meeting of the STR Advisory Committee is scheduled for October 16<sup>th</sup> at 6pm as a hybrid meeting.

## **Trails Committee:**

A meeting of the Trails Committee is scheduled for October 17<sup>th</sup> at 5pm as a hybrid meeting.

## **Consumer Confidence Report:**

A public comment question was posed under “Items from the Floor at the last Water Advisory Committee (WAC) meeting. The question was regarding the 2022 Consumer Confidence Report (CCR) for Water. Phil Godman of Coleman Engineering who prepared the report provides the following response: 1) There were no E. Coli violations for the 2022 year; 2) The City’s distribution system has no lead or copper lines, therefore consumer pipes at residences or businesses would be the source of copper or lead. The 2022 CCR will be on the agenda of the November WAC meeting where we will go into further detail and answer questions regarding the report.

# STAFF REPORT SUPPLEMENTAL

Date: Tuesday, September 12, 2023

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**Background Info:** In light of the drought affecting the State, there has been concern among residents regarding how the City of Trinidad is responding to the Governor's Order calling on all Californians to do their part by reducing consumption.

Luffenholtz Creek flow readings are presented to the Council on an as-needed basis - during drought events or when requested. November, December, January, and once again February has delivered abundant amounts of rainfall, providing relief from stress-related drought on the watershed. With this in mind, the focus of these reports (during the wet season) will be to share and put into perspective how Trinidad's water consumption metrics compare to those of recent years.

**The amounts represent the total water sold**, captured by 325 customer meters, measured in cubic feet (7.48 gallons = 1 cubic foot).

July 2019	282,552 cuft	January 2019	151,049
July 2020	275,612	January 2020	199,348
July 2021	251,168	January 2021	161,379
July 2022	198,081	January 2022	189,201
July 2023	223,806 (16.37% Water Loss)	January 2023	154,543
August 2019	307,500	February 2019	166,565
August 2020	273,992	February 2020	155,015
August 2021	269,771	February 2021	178,545
August 2022	227,681	February 2022	154,634
August 2023	265,808 (17.03% Water Loss)	February 2023	136,626
September 2019	238,316	March 2019	144,604
September 2020	302,614	March 2020	164,854
September 2021	227,831	March 2021	187,607
September 2022	216,470	March 2022	184,103
September 2023	200,348 (15.99% Water Loss)	March 2023	152,813 (21.58 Water Loss)
October 2019	188,075	April 2019	160,185
October 2020	230,430	April 2020	199,450
October 2021	203,176	April 2021	192,287
October 2022	180,065	April 2022	173,115
		April 2023	145,504 (20.19 Water Loss)
November 2019	211,649	May 2019	236,444
November 2020	198,813	May 2020	183,368
November 2021	204,438	May 2021	242,529
November 2022	169,144	May 2022	154,634
		May 2023	211,380 (23.13 Water Loss)
December 2019	201,305	June 2019	219,764
December 2020	185,860	June 2020	240,055
December 2021	201,160	June 2021	269,087
December 2022	170,419	June 2022	233,692
		June 2023	209,366 (13.63% Water Loss)

**Water sold in September decreased 25% from August**, and is the lowest September consumption in at least 5 years. We will continue to monitor consumption each month and report this information (along with summary trends and analysis) to the Council for review, comparison, and questions at each meeting.



## **CONSENT AGENDA ITEM 2**

### **SUPPORTING DOCUMENTATION ATTACHED**

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2. Financial Statements – August 2023

**City of Trinidad**  
Statement of Revenues and Expenditures - GF Revenue  
From 8/1/2023 Through 8/31/2023

		Current Month	Year to Date	Total Budget - Original	% of Budget
Revenue					
41010	PROPERTY TAX - SECURED	0.00	0.00	100,000.00	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	0.00	0.00	350,000.00	100.00)%
43000	TRANSIENT LODGING TAX	29,537.58	30,891.10	150,000.00	(79.41)%
46000	GRANT INCOME	0.00	0.00	10,000.00	100.00)%
47310	VEHICLE LICENSE COLLECTION	0.00	0.00	300.00	100.00)%
53010	COPY MACHINE FEE	0.00	0.00	50.00	100.00)%
53020	INTEREST INCOME	35.02	39.28	15,300.00	(99.74)%
53090	OTHER MISCELLANEOUS INCOME	0.00	(100.00)	9,000.00	101.11)%
54020	PLANNER- APPLICATION PROCESSIN	0.00	761.96	20,000.00	(96.19)%
54050	BLDG.INSR-APPLICATION PROCESSI	750.00	1,201.56	15,000.00	(91.99)%
54100	ANIMAL LICENSE FEES	45.00	125.00	300.00	(58.33)%
54150	BUSINESS LICENSE TAX	10.00	100.00	8,000.00	(98.75)%
54170	STR License Fee (Short Term Rental)	0.00	0.00	9,600.00	100.00)%
54300	ENCROACHMENT PERMIT FEES	0.00	0.00	400.00	100.00)%
56500	RENT - HARBOR LEASE	0.00	0.00	5,125.00	100.00)%
56550	RENT - PG& E	0.00	0.00	13,500.00	100.00)%
56650	RENT - SUDDENLINK	1,283.63	1,283.63	7,000.00	(81.66)%
56700	RENT - TOWN HALL	450.00	1,005.00	6,000.00	(83.25)%
	Total Revenue	32,111.23	35,307.53	761,600.00	(95.36)%



**City of Trinidad**  
Statement of Revenues and Expenditures - GF Expense  
201 - GFAdmin  
From 8/1/2023 Through 8/31/2023

		Current Month	Year to Date	Total Budget - Original	% of Budget
	Expense				
60900	HONORARIUMS	250.00	500.00	3,000.00	83.33%
61000	EMPLOYEE GROSS WAGE	12,287.71	21,235.27	148,820.00	85.73%
61470	FRINGE BENEFITS	853.86	1,707.73	2,160.00	20.94%
65100	DEFERRED RETIREMENT	1,128.56	1,974.14	17,858.00	88.95%
65200	MEDICAL INSURANCE AND EXPENSE	1,355.99	2,711.98	24,504.00	88.93%
65250	Health Savings Program	7.00	14.00	1,015.00	98.62%
65300	WORKMEN'S COMP INSURANCE	0.00	0.00	4,947.00	100.00%
65500	EMPLOYEE MILEAGE REIMBURSEMENT	248.99	410.64	750.00	45.25%
65600	PAYROLL TAX	1,085.66	1,895.52	12,751.00	85.13%
65800	Grant Payroll Allocation	(1,685.24)	(3,078.85)	(26,000.00)	88.16%
68090	CRIME BOND	0.00	1,121.50	1,115.00	(0.58)%
68200	INSURANCE - LIABILITY	0.00	23,501.40	20,800.00	(12.99)%
68300	PROPERTY & CASUALTY	(8,008.65)	8,008.65	6,000.00	(33.48)%
71110	ATTORNEY-ADMINISTRATIVE TASKS	0.00	1,408.50	40,000.00	96.48%
71130	ATTORNEY-LITIGATION	0.00	1,078.50	10,000.00	89.22%
71310	CITY PLANNER-ADMIN. TASKS	6,190.33	12,205.26	80,000.00	84.74%
71410	BLDG INSPECTOR-ADMIN TASKS	3,016.72	7,046.23	25,000.00	71.82%
71510	ACCOUNTANT-ADMIN TASKS	1,167.14	2,456.64	17,000.00	85.55%
71620	AUDITOR-FINANCIAL REPORTS	0.00	0.00	17,500.00	100.00%
72000	CHAMBER OF COMMERCE	0.00	0.00	15,000.00	100.00%
74110	GRANT EXPENSE	0.00	0.00	3,800.00	100.00%
75110	FINANCIAL ADVISOR/TECH SUPPORT	923.25	1,033.25	6,000.00	82.78%
75160	LIBRARY RENT & LOCAL CONTRIB.	0.00	500.00	2,000.00	75.00%
75170	RENT	750.00	1,500.00	9,000.00	83.33%
75180	UTILITIES	792.89	2,288.19	15,000.00	84.75%
75190	DUES & MEMBERSHIP	0.00	0.00	1,500.00	100.00%
75200	MUNICIPAL/UPDATE EXPENSE	499.58	499.58	3,500.00	85.73%
75220	OFFICE SUPPLIES & EXPENSE	31.44	653.28	5,000.00	86.93%
75240	BANK CHARGES	161.00	171.00	100.00	(71.00)%
75280	TRAINING / EDUCATION	0.00	0.00	200.00	100.00%
75300	CONTRACTED SERVICES	0.00	0.00	500.00	100.00%
75990	MISCELLANEOUS EXPENSE	0.00	0.00	500.00	100.00%
76110	TELEPHONE	608.64	1,163.88	6,000.00	80.60%
76130	CABLE & INTERNET SERVICE	144.45	288.90	3,000.00	90.37%
76150	TRAVEL	0.00	0.00	3,000.00	100.00%
78170	SECURITY SYSTEM	(20.00)	76.50	500.00	84.70%
78190	MATERIALS, SUPPLIES & EQUIPMEN	0.00	0.00	500.00	100.00%
	Total Expense	21,789.32	92,371.69	482,320.00	80.85%

**City of Trinidad**  
Statement of Revenues and Expenditures - GF Expense  
301 - Police  
From 8/1/2023 Through 8/31/2023

		<u>Current Month</u>	<u>Year to Date</u>	<u>Total Budget - Original</u>	<u>% of Budget</u>
	Expense				
61000	EMPLOYEE GROSS WAGE	836.87	1,452.42	10,425.00	86.07%
61470	FRINGE BENEFITS	69.24	138.48	480.00	71.15%
65100	DEFERRED RETIREMENT	107.61	188.96	1,251.00	84.90%
65200	MEDICAL INSURANCE AND EXPENSE	0.00	0.00	319.00	100.00%
65300	WORKMEN'S COMP INSURANCE	0.00	0.00	347.00	100.00%
65600	PAYROLL TAX	76.85	134.93	893.00	84.89%
75170	RENT	750.00	1,500.00	9,000.00	83.33%
75180	UTILITIES	195.96	357.86	2,750.00	86.99%
75300	CONTRACTED SERVICES	0.00	0.00	117,000.00	100.00%
75350	ANIMAL CONTROL	151.00	453.00	6,800.00	93.34%
76130	CABLE & INTERNET SERVICE	91.45	182.90	0.00	0.00%
78170	SECURITY SYSTEM	0.00	76.50	600.00	87.25%
	Total Expense	<u>2,278.98</u>	<u>4,485.05</u>	<u>149,865.00</u>	<u>97.01%</u>

**City of Trinidad**  
Statement of Revenues and Expenditures - GF Expense  
401 - Fire  
From 8/1/2023 Through 8/31/2023

		<u>Current Month</u>	<u>Year to Date</u>	<u>Total Budget - Original</u>	<u>% of Budget</u>
	Expense				
60900	HONORARIUMS	150.00	300.00	2,400.00	87.50%
75180	UTILITIES	9.53	123.55	1,150.00	89.26%
75190	DUES & MEMBERSHIP	0.00	0.00	350.00	100.00%
75280	TRAINING / EDUCATION	0.00	0.00	500.00	100.00%
75300	CONTRACTED SERVICES	0.00	0.00	35,000.00	100.00%
76110	TELEPHONE	130.21	130.21	1,300.00	89.98%
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	3,000.00	100.00%
78190	MATERIALS, SUPPLIES & EQUIPMEN	0.00	24.77	5,000.00	99.50%
78200	EQUIPMENT REPAIRS & MAINTENANC	0.00	0.00	1,000.00	100.00%
	Total Expense	<u>289.74</u>	<u>578.53</u>	<u>54,350.00</u>	<u>98.94%</u>

**City of Trinidad**  
Statement of Revenues and Expenditures - GF Expense  
501 - PW (Public Works)  
From 8/1/2023 Through 8/31/2023

		Current Month	Year to Date	Total Budget - Original	% of Budget
	Expense				
61000	EMPLOYEE GROSS WAGE	12,392.68	21,519.27	134,860.00	84.04%
61250	OVERTIME	0.00	0.00	500.00	100.00%
61470	FRINGE BENEFITS	46.16	92.28	240.00	61.55%
65100	DEFERRED RETIREMENT	711.06	1,282.97	12,289.00	89.56%
65200	MEDICAL INSURANCE AND EXPENSE	2,219.68	4,439.36	26,866.00	83.48%
65250	Health Savings Program	14.25	28.50	1,330.00	97.86%
65300	WORKMEN'S COMP INSURANCE	0.00	0.00	4,483.00	100.00%
65500	EMPLOYEE MILEAGE REIMBURSEMENT	0.00	0.00	100.00	100.00%
65600	PAYROLL TAX	977.65	1,706.78	11,257.00	84.84%
65800	Grant Payroll Allocation	(6,366.90)	(13,927.38)	(95,000.00)	85.34%
71210	CITY ENGINEER-ADMIN. TASKS	4,514.45	4,514.45	15,000.00	69.90%
75190	DUES & MEMBERSHIP	0.00	88.81	0.00	0.00%
75200	MUNICIPAL/UPDATE EXPENSE	0.00	0.00	3,600.00	100.00%
75300	CONTRACTED SERVICES	11,390.38	11,390.38	5,000.00	(127.81)%
75370	UNIFORMS/PERSONAL EQUIP.	0.00	0.00	1,000.00	100.00%
75990	MISCELLANEOUS EXPENSE	0.00	600.00	0.00	0.00%
76110	TELEPHONE	0.00	123.47	0.00	0.00%
78100	STREET MAINT/REPAIR/SANITATION	40.88	40.88	5,000.00	99.18%
78120	STREET LIGHTING	443.64	874.36	5,000.00	82.51%
78130	TRAIL MAINTENANCE	6,581.26	6,630.36	10,000.00	33.70%
78140	VEHICLE FUEL & OIL	743.49	1,216.83	4,000.00	69.58%
78150	VEHICLE REPAIRS	551.44	571.13	2,500.00	77.15%
78160	BUILDING REPAIRS & MAINTENANCE	279.14	279.14	14,000.00	98.01%
78190	MATERIALS, SUPPLIES & EQUIPMEN	1,633.24	1,699.66	5,000.00	66.01%
78200	EQUIPMENT REPAIRS & MAINTENANC	0.00	285.63	2,500.00	88.57%
	Total Expense	36,172.50	43,456.88	169,525.00	74.37%

**City of Trinidad**  
Statement of Revenues and Expenditures - Monthly Reports  
204 - IWM  
From 8/1/2023 Through 8/31/2023

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
	Revenue				
56150	FRANCHISE FEES	710.88	710.88	11,000.00	(93.54)%
	Total Revenue	710.88	710.88	11,000.00	(93.54)%
	Expense				
78190	MATERIALS, SUPPLIES & EQUIPMEN	0.00	0.00	1,800.00	100.00%
	Total Expense	0.00	0.00	1,800.00	100.00%
	Net Income	710.88	710.88	9,200.00	(92.27)%

**City of Trinidad**  
Statement of Revenues and Expenditures - Monthly Reports  
213 - SB2 Planning Grant  
From 8/1/2023 Through 8/31/2023

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
	Expense				
65800	Grant Payroll Allocation	156.60	458.02	0.00	0.00%
75300	CONTRACTED SERVICES	<u>7,525.41</u>	<u>7,525.41</u>	<u>0.00</u>	<u>0.00%</u>
	Total Expense	<u>7,682.01</u>	<u>7,983.43</u>	<u>0.00</u>	<u>0.00%</u>
	Net Income	<u>(7,682.01)</u>	<u>(7,983.43)</u>	<u>0.00</u>	<u>0.00%</u>

**City of Trinidad**  
Statement of Revenues and Expenditures - Monthly Reports  
214 - HCD LEAP Grant  
From 8/1/2023 Through 8/31/2023

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
	Expense				
65800	Grant Payroll Allocation	110.18	288.64	0.00	0.00%
75300	CONTRACTED SERVICES	11,663.05	11,663.05	0.00	0.00%
	Total Expense	11,773.23	11,951.69	0.00	0.00%
	Net Income	(11,773.23)	(11,951.69)	0.00	0.00%

**City of Trinidad**  
Statement of Revenues and Expenditures - Monthly Reports  
215 - LCP Update Grant #3  
From 8/1/2023 Through 8/31/2023

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
	Expense				
65800	Grant Payroll Allocation	260.93	900.24	0.00	0.00%
	Total Expense	260.93	900.24	0.00	0.00%
	Net Income	(260.93)	(900.24)	0.00	0.00%



**City of Trinidad**  
Statement of Revenues and Expenditures - Monthly Reports  
216 - CalRecycle SB 1383 Assistance Grant  
From 8/1/2023 Through 8/31/2023

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
	Expense				
65800	Grant Payroll Allocation	878.85	1,127.33	0.00	0.00%
	Total Expense	878.85	1,127.33	0.00	0.00%
	Net Income	(878.85)	(1,127.33)	0.00	0.00%

**City of Trinidad**  
Statement of Revenues and Expenditures - Monthly Reports  
217 - REAP Housing Grant HCAOG  
From 8/1/2023 Through 8/31/2023

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
	Expense				
65800	Grant Payroll Allocation	278.69	304.65	0.00	0.00%
	Total Expense	278.69	304.65	0.00	0.00%
	Net Income	(278.69)	(304.65)	0.00	0.00%

**City of Trinidad**  
Statement of Revenues and Expenditures - Monthly Reports  
303 - COPS Program  
From 8/1/2023 Through 8/31/2023

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
	Revenue				
46000	GRANT INCOME	0.00	0.00	150,000.00	(100.00)%
	Total Revenue	0.00	0.00	150,000.00	(100.00)%
	Expense				
75300	CONTRACTED SERVICES	0.00	56,542.00	267,000.00	78.82%
	Total Expense	0.00	56,542.00	267,000.00	78.82%
	Net Income	0.00	(56,542.00)	(117,000.00)	(51.67)%

**City of Trinidad**  
Statement of Revenues and Expenditures - Monthly Reports  
503 - State Gas Tax  
From 8/1/2023 Through 8/31/2023

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
	Revenue				
46000	GRANT INCOME	0.00	0.00	15,000.00	(100.00)%
47030	GAS TAX REVENUE (2103)	584.82	584.82	0.00	0.00%
47050	GAS TAX REVENUE (2105)	297.98	297.98	0.00	0.00%
47060	GAS TAX REVENUE (2106)	1,001.92	1,001.92	0.00	0.00%
47070	GAS TAX REVENUE (2107)	415.96	415.96	0.00	0.00%
47075	GAS TAX REVENUE (2107.5)	1,000.00	1,000.00	0.00	0.00%
	Total Revenue	3,300.68	3,300.68	15,000.00	(78.00)%
	Expense				
75250	TRANSIT SERVICES- HTA	0.00	5,529.00	0.00	0.00%
	Total Expense	0.00	5,529.00	0.00	0.00%
	Net Income	3,300.68	(2,228.32)	15,000.00	(114.86)%

**City of Trinidad**  
Statement of Revenues and Expenditures - Monthly Reports  
504 - TDA - Transporation Development Agency  
From 8/1/2023 Through 8/31/2023

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
	Revenue				
46000	GRANT INCOME	0.00	0.00	14,500.00	(100.00)%
	Total Revenue	0.00	0.00	14,500.00	(100.00)%
	Expense				
60000	INTERDEPARTMENTAL TRANSFER EXP	0.00	0.00	8,500.00	100.00%
75250	TRANSIT SERVICES- HTA	0.00	0.00	5,500.00	100.00%
	Total Expense	0.00	0.00	14,000.00	100.00%
	Net Income	0.00	0.00	500.00	(100.00)%

**City of Trinidad**  
Statement of Revenues and Expenditures - Monthly Reports  
518 - OWTS - Onsite Wastewater Treatment System  
From 8/1/2023 Through 8/31/2023

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
	Revenue				
54020	PLANNER- APPLICATION PROCESSIN	175.00	875.00	0.00	0.00%
54050	BLDG.INSP-APPLICATION PROCESSI	(200.00)	(200.00)	0.00	0.00%
	Total Revenue	(25.00)	675.00	0.00	0.00%
	Expense				
71310	CITY PLANNER-ADMIN. TASKS	2,116.59	3,754.43	0.00	0.00%
	Total Expense	2,116.59	3,754.43	0.00	0.00%
	Net Income	(2,141.59)	(3,079.43)	0.00	0.00%

**City of Trinidad**  
Statement of Revenues and Expenditures - Monthly Reports  
528 - Prop 84 Storm Water Grant Project  
From 8/1/2023 Through 8/31/2023

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
	Expense				
65800	Grant Payroll Allocation	4,038.24	6,562.52	0.00	0.00%
75300	CONTRACTED SERVICES	0.00	11,126.56	0.00	0.00%
	Total Expense	4,038.24	17,689.08	0.00	0.00%
	Net Income	(4,038.24)	(17,689.08)	0.00	0.00%

**City of Trinidad**  
Statement of Revenues and Expenditures - Monthly Reports  
531 - OPC Coastal Resilience  
From 8/1/2023 Through 8/31/2023

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
	Expense				
65800	Grant Payroll Allocation	1,441.16	5,771.98	0.00	0.00%
75300	CONTRACTED SERVICES	0.00	21,965.50	0.00	0.00%
	Total Expense	1,441.16	27,737.48	0.00	0.00%
	Net Income	(1,441.16)	(27,737.48)	0.00	0.00%



**City of Trinidad**  
Statement of Revenues and Expenditures - Monthly Reports  
532 - HSIP Street Improvements DOT  
From 8/1/2023 Through 8/31/2023

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
	Expense				
65800	Grant Payroll Allocation	445.80	800.54	0.00	0.00%
	Total Expense	445.80	800.54	0.00	0.00%
	Net Income	(445.80)	(800.54)	0.00	0.00%

**City of Trinidad**  
Statement of Revenues and Expenditures - Monthly Reports  
533 - OGALS Per Capita  
From 8/1/2023 Through 8/31/2023

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
	Expense				
65800	Grant Payroll Allocation	355.61	628.36	0.00	0.00%
	Total Expense	355.61	628.36	0.00	0.00%
	Net Income	(355.61)	(628.36)	0.00	0.00%

**City of Trinidad**  
Statement of Revenues and Expenditures - Monthly Reports  
534 - STIP Trinity St Road Rehab  
From 8/1/2023 Through 8/31/2023

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
	Expense				
65800	Grant Payroll Allocation	86.06	163.93	0.00	0.00%
75300	CONTRACTED SERVICES	8,372.19	8,372.19	0.00	0.00%
	Total Expense	8,458.25	8,536.12	0.00	0.00%
	Net Income	(8,458.25)	(8,536.12)	0.00	0.00%

**City of Trinidad**  
Statement of Revenues and Expenditures - Monthly Reports  
601 - Water  
From 8/1/2023 Through 8/31/2023

		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	26,709.64	53,674.54	355,000.00	(84.88)%
57500	WATER A/R PENALTIES	167.31	(5,913.05)	10,000.00	(159.13)%
	<b>Total Revenue</b>	<b>26,876.95</b>	<b>47,761.49</b>	<b>378,000.00</b>	<b>(87.36)%</b>
<b>Expense</b>					
61000	EMPLOYEE GROSS WAGE	17,034.96	27,233.95	230,894.00	88.20%
61470	FRINGE BENEFITS	369.22	738.46	1,920.00	61.54%
65100	DEFERRED RETIREMENT	1,083.27	1,825.18	14,915.00	87.76%
65200	MEDICAL INSURANCE AND EXPENSE	1,785.74	3,571.48	24,507.00	85.43%
65250	Health Savings Program	10.00	20.00	1,015.00	98.03%
65300	WORKMEN'S COMP INSURANCE	0.00	0.00	7,675.00	100.00%
65600	PAYROLL TAX	1,429.25	2,300.91	18,804.00	87.76%
65800	Grant Payroll Allocation	(3,005.34)	(5,936.32)	(38,000.00)	84.38%
68090	CRIME BOND	0.00	603.89	600.00	(0.65)%
68200	INSURANCE - LIABILITY	0.00	12,654.60	10,632.00	(19.02)%
68300	PROPERTY & CASUALTY	(4,312.35)	4,312.35	3,000.00	(43.74)%
71110	ATTORNEY-ADMINISTRATIVE TASKS	0.00	0.00	500.00	100.00%
71210	CITY ENGINEER-ADMIN. TASKS	0.00	0.00	3,500.00	100.00%
71230	ENGINEER-SPECIAL PROJECTS	0.00	0.00	5,000.00	100.00%
71310	CITY PLANNER-ADMIN. TASKS	722.73	1,022.45	5,000.00	79.55%
71510	ACCOUNTANT-ADMIN TASKS	628.46	1,322.81	9,000.00	85.30%
71620	AUDITOR-FINANCIAL REPORTS	0.00	0.00	10,000.00	100.00%
72100	BAD DEBTS	0.00	0.00	100.00	100.00%
75180	UTILITIES	2,126.94	4,371.99	20,000.00	78.14%
75190	DUES & MEMBERSHIP	0.00	601.00	950.00	36.74%
75200	MUNICIPAL/UPDATE EXPENSE	0.00	0.00	250.00	100.00%
75220	OFFICE SUPPLIES & EXPENSE	0.00	524.16	5,000.00	89.52%
75240	BANK CHARGES	0.00	10.00	100.00	90.00%
75280	TRAINING / EDUCATION	0.00	0.00	500.00	100.00%
75300	CONTRACTED SERVICES	22,764.22	22,764.22	261,000.00	91.28%
76110	TELEPHONE	405.01	779.52	1,800.00	56.69%
76130	CABLE & INTERNET SERVICE	61.95	123.90	750.00	83.48%
76160	LICENSES & FEES	0.00	0.00	5,000.00	100.00%
78140	VEHICLE FUEL & OIL	2,924.74	3,055.06	5,800.00	47.33%
78150	VEHICLE REPAIRS	0.00	0.00	2,500.00	100.00%
78160	BUILDING REPAIRS & MAINTENANCE	0.00	0.00	2,500.00	100.00%
78170	SECURITY SYSTEM	0.00	91.50	500.00	81.70%
78190	MATERIALS, SUPPLIES & EQUIPMEN	884.33	898.32	3,000.00	70.06%
78200	EQUIPMENT REPAIRS & MAINTENANC	636.36	1,166.36	7,500.00	84.45%
79100	WATER LAB FEES	740.00	1,325.00	6,500.00	79.62%
79120	WATER PLANT CHEMICALS	1,170.00	1,170.00	9,000.00	87.00%
79150	WATER LINE REPAIR	3,742.65	3,742.65	25,000.00	85.03%
79160	WATER PLANT REPAIR	0.00	0.00	3,000.00	100.00%
	<b>Total Expense</b>	<b>51,202.14</b>	<b>90,293.44</b>	<b>669,712.00</b>	<b>86.52%</b>
	<b>Net Income</b>	<b>(24,325.19)</b>	<b>(42,531.95)</b>	<b>(291,712.00)</b>	<b>(85.42)%</b>

**City of Trinidad**  
Statement of Revenues and Expenditures - Monthly Reports  
606 - Drought Relief Tank & Pipelines  
From 8/1/2023 Through 8/31/2023

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
	Expense				
65800	Grant Payroll Allocation	1,931.62	3,679.27	0.00	0.00%
75300	CONTRACTED SERVICES	0.00	30,961.25	0.00	0.00%
	Total Expense	1,931.62	34,640.52	0.00	0.00%
	Net Income	(1,931.62)	(34,640.52)	0.00	0.00%

**City of Trinidad**  
Statement of Revenues and Expenditures - Monthly Reports  
607 - Interie & Tank Projects DWR Grant  
From 8/1/2023 Through 8/31/2023

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
	Expense				
65800	Grant Payroll Allocation	1,073.73	2,257.06	0.00	0.00%
	Total Expense	1,073.73	2,257.06	0.00	0.00%
	Net Income	(1,073.73)	(2,257.06)	0.00	0.00%

**City of Trinidad**  
Statement of Revenues and Expenditures - Monthly Reports  
701 - Cemetery  
From 8/1/2023 Through 8/31/2023

		Current Period Actual	Current Year Actual	Total Budget - Original	% of Budget
	Revenue				
58100	CEMETERY PLOT SALES	0.00	1,410.00	15,000.00	(90.60)%
	Total Revenue	0.00	1,410.00	15,000.00	(90.60)%
	Expense				
61000	EMPLOYEE GROSS WAGE	921.43	1,605.00	11,627.00	86.20%
61470	FRINGE BENEFITS	46.16	92.32	0.00	0.00%
65100	DEFERRED RETIREMENT	65.40	114.44	1,395.00	91.80%
65200	MEDICAL INSURANCE AND EXPENSE	177.31	354.62	2,748.00	87.10%
65250	Health Savings Program	1.25	2.50	140.00	98.21%
65300	WORKMEN'S COMP INSURANCE	0.00	0.00	386.00	100.00%
65600	PAYROLL TAX	78.73	138.09	996.00	86.14%
75180	UTILITIES	45.23	90.46	493.00	81.65%
75300	CONTRACTED SERVICES	0.00	0.00	3,000.00	100.00%
78170	SECURITY SYSTEM	0.00	126.00	500.00	74.80%
78190	MATERIALS, SUPPLIES & EQUIPMEN	0.00	0.00	500.00	100.00%
	Total Expense	1,335.51	2,523.43	21,785.00	88.42%
	Net Income	(1,335.51)	(1,113.43)	(6,785.00)	(83.59)%



## **CONSENT AGENDA ITEM 3**

### **SUPPORTING DOCUMENTATION ATTACHED**

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3. Law Enforcement Report – September 2023.



**HUMBOLDT COUNTY SHERIFF'S OFFICE**

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**Incident Search Results**

City is trinidad or trin, Date Between 9/4/2023 and 9/10/2023

09/11/2023

Date	Inc #	Type	Time	Location	Dispositio
09/04/2023	2309040005	XFER	01:08:26	73 ANDERSON LN	Xfer to Medical
09/04/2023	2309040039	VEHI	09:36:00	SCENIC DR	Unoccupied
09/04/2023	2309040050	ANIMAL	10:48:39	300 TRINITY ST	No Report
09/04/2023	2309040055	VEHI	11:20:43	S WESTHAVEN DR/6TH AVE	Field Interview
09/04/2023	2309040059	ANVIC	11:38:49	111 HAVEN WAY	Scheduled Incident Created
09/04/2023	2309040067	XFER	12:50:24	307 N WESTHAVEN DR	Xfer to Medical
09/04/2023	2309040068	ANVIC	13:00:37	111 HAVEN WAY	Pending Recontact From Rp
09/04/2023	2309040080	TRF	14:17:15	900 SCENIC DR	Warned
09/04/2023	2309040085	INC	15:00:44	333 QUARRY RD	Cad Documentation Only
09/04/2023	2309040087	415	15:03:18	1 BAKER RANCH RD	Admonished
09/04/2023	2309040107	XFER	17:29:36	170 QUARRY RD	Xfer to Medical
09/04/2023	2309040132	XFER	20:29:14	4150 PATRICKS POINT DR	Xfer to Medical
09/04/2023	2309040149	XFER	22:30:44	HIGHWAY 101 OFF RAMP/WES	Xfer to CHP
09/04/2023	2309040154	33X	23:16:59	1658 PATRICKS POINT DR	Billable Alarm
09/05/2023	2309050026	LIVSTK	07:12:53	753 PATRICKS POINT DR	Cancel Per Rp
09/05/2023	2309050042	911M	09:21:13	33 STUMPTOWN RD	Accidental Dial
09/05/2023	2309050061	XFER	10:11:39	US HWY 101/TRINIDAD EXIT	Xfer to CHP
09/05/2023	2309050091	XFER	11:36:53	73 ANDERSON LN	Xfer to Medical
09/05/2023	2309050104	ANVIC	13:00:33	111 HAVEN WAY	Pending Recontact From Rp
09/05/2023	2309050128	FRAUD	14:36:48	185 RAINBOW LN	Pending Recontact From Rp
09/05/2023	2309050174	XFER	20:36:06	734 PATRICKS POINT DR	Xfer to CHP
09/05/2023	2309050175	602	20:41:03	1471 STAGECOACH RD	Advised to Move Along
09/05/2023	2309050176	XFER	20:55:45	US HWY 101/PATRICKS POIN	Xfer to CHP
09/06/2023	2309060048	CAMP	09:22:37	SCENIC DR	Field Interview
09/06/2023	2309060198	TPAT	23:46:57	MAIN ST/VIEW AVE	No Report
09/07/2023	2309070060	PROB	11:26:44	806 S WESTHAVEN DR	Cad Documentation Only
09/07/2023	2309070064	PROB	11:42:59	118 WA-RAY RD	Cad Documentation Only
09/08/2023	2309080088	DUI	14:15:18	300 TRINITY ST	Agency Assist
09/08/2023	2309080091	ASSISTA	14:52:17	US HWY 101 OFF RAMP/WEST	Agency Assist
09/08/2023	2309080093	SUSPP	14:54:12	1341 FOX FARM RD	Field Interview
09/08/2023	2309080115	PAN	17:35:39	101 MAIN ST	Unable to Locate
09/08/2023	2309080203	33X	23:49:53	170 SCENIC DR	Billable Alarm
09/09/2023	2309090044	VEHI	10:45:04	TRINIDAD FRONTAGE RD/ALD	Warned
09/09/2023	2309090087	UNW	16:59:27	510 BIG LAGOON PARK RD	Cad Documentation Only
09/09/2023	2309090088	XFER	17:02:52	LIGHTHOUSE RD/BAY ST	Referred To Other Agency
09/10/2023	2309100003	XFER	00:25:29	27 SCENIC DR	Xfer to Medical
09/10/2023	2309100008	415MW	01:04:22	120 OKEGA LN	Arrest Made
09/10/2023	2309100038	911C	09:56:04	380 JANIS CT	Pending Recontact From Rp
09/10/2023	2309100079	UNW	16:03:29	101 MAIN ST	Cancel Per Rp
09/10/2023	2309100087	XFER	16:44:51	LIGHTHOUSE RD/BAY ST	Xfer to another agency
09/10/2023	2309100106	488DET	18:57:12	389 MAIN ST	Admonished

**HUMBOLDT COUNTY SHERIFF'S OFFICE**

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**Incident Search Results**  
**City is trinidad or trin, Date Between 9/11/2023 and 9/17/2023**

09/20/2023

Date	Inc #	Type	Time	Location	Dispositio
09/11/2023	2309110001	ASSISTP	00:08:59	122 MOONSTONE BEACH RD	Cad Documentation Only
09/11/2023	2309110040	ASSISTP	09:41:43	1990 SCENIC DR	Pending Recontact From Rp
09/11/2023	2309110057	CAMP	10:59:15	EDWARDS ST/TRINITY ST	Gone On Arrival
09/11/2023	2309110084	AVA	12:51:02	PATRICKS POINT DR/SEAWOO	Marked For Abatement
09/11/2023	2309110128	PC	18:21:04	US HWY 101/TRINIDAD EXIT	Referred To Other Agency
09/12/2023	2309120037	CAMP	09:03:53	PATRICKS POINT DR/SEAWOO	Advised to Move Along
09/12/2023	2309120090	XFER	13:38:14	1895 PATRICKS POINT DR	Xfer to CHP
09/12/2023	2309120094	INFO	14:01:21	ANDERSON LN/STAGECOACH RD	Cad Documentation Only
09/12/2023	2309120122	ASSISTP	15:34:37	1146 DRIVER RD	Public Assist
09/12/2023	2309120124	911C	15:40:56	STAGECOACH RD/ANDERSON LN	Cad Documentation Only
09/12/2023	2309120192	PC	22:59:44	510 BIG LAGOON PARK RD	Cad Documentation Only
09/13/2023	2309130138	CIVS	14:50:53	51 MIDWAY DR	Good Service
09/13/2023	2309130184	ANIMAL	18:52:24	260 OLD WAGON RD	Cancel Per Rp
09/14/2023	2309140087	CIVIL	12:39:52	69 STUMPTOWN RD	Cad Documentation Only
09/14/2023	2309140144	GUNSV	17:00:15	101 MAIN ST	Report Taken
09/14/2023	2309140173	CAMP	19:39:44	TRINITY ST/EDWARDS ST	Advised to Move Along
09/15/2023	2309150022	UNW	07:03:01	389 MAIN ST	Arrest Made
09/15/2023	2309150063	ASSISTP	11:40:51	920 DRIVER RD	Public Assist
09/15/2023	2309150108	INV	14:23:03	245 PARKER CREEK DR	No Report
09/15/2023	2309150139	911C	17:07:01	US HWY 101	Pending Recontact From Rp
09/15/2023	2309150174	415	20:38:59	27 SCENIC DR	No Report
09/16/2023	2309160021	ANIMAL	07:29:27	8TH AVE/RAILROAD	Gone On Arrival
09/16/2023	2309160031	XFER	08:50:05	770 8TH AVE	Xfer to CHP
09/16/2023	2309160035	ANIMAL	09:36:09	8TH AVE/RAILROAD	Warned
09/16/2023	2309160046	594	10:49:15	51 MIDWAY DR	Report Taken
09/16/2023	2309160064	ANIMAL	13:38:30	101 ANDERSON LN	Cad Documentation Only
09/16/2023	2309160122	2735	19:55:10	115 FRONTAGE RD	Arrest Made
09/17/2023	2309170018	CWS	02:21:38	115 FRONTAGE RD	Previously Investigated

**HUMBOLDT COUNTY SHERIFF'S OFFICE**

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**Incident Search Results**  
**City is trinidad or trin, Date Between 9/18/2023 and 9/24/2023**

09/25/2023

Date	Inc #	Type	Time	Location	Dispositio
09/18/2023	2309180046	AVACHP	12:11:32	SCENIC DR/MOONSTONE BEAC	No Report
09/18/2023	2309180060	XFER	13:30:33	661 PARKER ST	Xfer to Medical
09/18/2023	2309180132	PC	22:10:24	306 VIEW AVE	Admonished
09/19/2023	2309190126	MP	14:53:36	1 STAGECOACH RD	Report Taken
09/20/2023	2309200030	TRF	08:36:37	US HWY 101/TRINIDAD EXIT	Merged Cfs
09/20/2023	2309200052	CIVS	10:33:49	751 WESTHAVEN DR	Good Service
09/20/2023	2309200057	CIVS	11:09:34	1125 DRIVER RD	Negative Service
09/20/2023	2309200061	EVIC	11:23:52	51 MIDWAY DR	Good Service
09/20/2023	2309200064	602	11:30:03	102875 US HWY 101	Advised to Move Along
09/21/2023	2309210048	PC	11:11:04	101 MAIN ST	Report Taken
09/21/2023	2309210053	XFER	11:17:46	HIGHWAY 101 OFF RAMP/PAT	Xfer to Fire
09/21/2023	2309210054	911C	11:18:24	HIGHWAY 101 OFF RAMP	Xfer to Fire
09/21/2023	2309210056	XFER	11:18:56	SEAWOOD DR	Xfer to Fire
09/21/2023	2309210057	XFER	11:20:13	HIGHWAY 101 OFF RAMP/SEA	Xfer to Fire
09/21/2023	2309210115	THREAT	16:24:35	27 SCENIC DR	Public Assist
09/22/2023	2309220082	XFER	14:08:18	3633 PATRICKS POINT DR	Xfer to Fire
09/23/2023	2309230055	XFER	11:24:37	HIGHWAY 101 OVERPASS/6TH	Xfer to CHP
09/23/2023	2309230058	XFER	11:33:36	306 VIEW AVE	Xfer to Medical
09/23/2023	2309230068	XFER	12:52:09	US HWY 101	Xfer to CHP
09/23/2023	2309230069	XFER	13:17:33	US HWY 101	Xfer to Fire
09/23/2023	2309230084	PC	14:57:23	1146 DRIVER RD	Civil Problem
09/23/2023	2309230087	XFER	15:32:49	HIGHWAY 101 ON RAMP/CLAM	Xfer to CHP
09/23/2023	2309230142	PROWL	23:05:22	1175 STAGECOACH RD	Unable to Locate
09/23/2023	2309230153	TPAT	23:38:23	409 TRINITY ST	Cad Documentation Only
09/24/2023	2309240080	415MW	16:00:43	54 WESTHAVEN DR	Not as Reported
09/24/2023	2309240135	WELF	20:51:08	MA-WE-MOR VIEW LN	Quiet on Arrival or Departur
09/24/2023	2309240144	SHOTSH	21:52:35	29 RAYIPA LN	Quiet on Arrival or Departur

**HUMBOLDT COUNTY SHERIFF'S OFFICE**

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**Incident Search Results**  
**City is trinidad or trin, Date Between 9/25/2023 and 10/1/2023**

10/02/2023

Date	Inc #	Type	Time	Location	Dispositio
09/25/2023	2309250037	VEHI	08:59:42	4150 PATRICKS POINT DR	No Report
09/25/2023	2309250038	ANIMAL	09:02:04	877 9TH AVE	Unable to Locate
09/25/2023	2309250088	WELF	12:27:36	1471 KANE RIDGE RD	Cad Documentation Only
09/25/2023	2309250100	DISABLE	13:18:00	103660 US HWY 101	Cad Documentation Only
09/25/2023	2309250107	UNW	14:11:00	575 EDWARDS ST	Arrest Made
09/25/2023	2309250128	XFER	16:18:14	US HWY 101	Xfer to CHP
09/25/2023	2309250139	ANIMAL	17:35:32	FRONTAGE RD	Public Assist
09/25/2023	2309250153	XFER	19:39:03	359 MAIN ST	Xfer to Medical
09/25/2023	2309250154	XFER	19:41:10	355 MAIN ST	Xfer to Medical
09/25/2023	2309250166	TRF	21:32:31	US HWY 101 OFF RAMP/MAIN	Warned
09/25/2023	2309250178	XFER	23:23:10	306 VIEW AVE	Xfer to Fire
09/26/2023	2309260003	911C	00:22:51	STUMPTOWN RD/FRONTAGE RD	ending Recontact From Rp
09/26/2023	2309260080	XFER	12:41:07	180 LOOP PL	Xfer to Medical
09/26/2023	2309260091	XFER	13:41:46	576 PACIFIC CT	Xfer to Fire
09/26/2023	2309260162	TRF	21:26:41	US HWY 101/MCDONALD CREE	Warned
09/26/2023	2309260166	FP	22:08:01	27 SCENIC DR	No Report
09/27/2023	2309270069	XFER	11:26:36	1828 PATRICKS POINT DR	Xfer to Medical
09/27/2023	2309270104	415MW	14:28:50	389 MAIN ST	Verbal Domestic Violence Onl
09/27/2023	2309270107	XFER	14:35:37	US HWY 101	Xfer to Fire
09/27/2023	2309270110	PC	15:09:20	MAIN ST/VIEW AVE	Quiet on Arrival or Departur
09/27/2023	2309270121	XFER	16:20:16	389 MAIN ST	Xfer to Medical
09/27/2023	2309270143	TRF	19:21:24	US HWY 101 OFF RAMP	Warned
09/28/2023	2309280006	XFER	01:04:31	889 S WESTHAVEN DR	Xfer to Medical
09/28/2023	2309280028	XFER	08:44:39	1471 KANE RIDGE RD	Xfer to Medical
09/28/2023	2309280121	911C	15:44:00	4150 PATRICKS POINT DR	Cad Documentation Only
09/28/2023	2309280125	XFER	16:11:41	269 BIG LAGOON PARK RD	Xfer to Fire
09/28/2023	2309280142	BITE	17:58:38	271 LYNDA LN	Report Taken
09/29/2023	2309290031	MP	09:30:34	MAIN ST/VIEW AVE	No Report
09/30/2023	2309300021	XFER	09:07:36	893 S WESTHAVEN DR	Xfer to Medical
09/30/2023	2309300060	DISP	13:58:26	893 S WESTHAVEN DR	Xfer to Fire
09/30/2023	2309300081	XFER	16:55:53	105000 US HWY 101	Xfer to CHP
09/30/2023	2309300094	XFER	18:54:03	893 S WESTHAVEN DR	Xfer to Fire
10/01/2023	2310010037	FU	07:00:15	101 MAIN ST	Supplemental Taken
10/01/2023	2310010060	602	09:44:01	27 SCENIC DR	Advised to Move Along
10/01/2023	2310010063	BOLO	10:14:06	1639 SCENIC DR	Cited
10/01/2023	2310010102	XFER	17:03:54	3443 PATRICKS POINT DR	Xfer to Medical
10/01/2023	2310010103	XFER	17:11:24	3443 PATRICKS POINT DR	Xfer to Medical
10/01/2023	2310010107	XFER	17:18:33	3443 PATRICKS POINT DR	Xfer to Medical



## **CONSENT AGENDA ITEM 4**

### **SUPPORTING DOCUMENTATION ATTACHED**

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4. Confirmation of Sherri Provolt as Yurok Tribe Representative on the Trinidad Trails Committee.

## DISCUSSION AGENDA ITEM

Tuesday, October 10, 2023

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**Item:** Discussion/Decision to Accept Sherri Provolt as the Yurok Tribe's Designation to fill the Representative Vacancy on the Trinidad Trails Committee.

**Background:** On July 24, 2023, the City of Trinidad received a letter from Yurok Tribal Chairman Joe James serving notice that Tribal Councilmember Sherri Provolt has been appointed to replace Frankie Myers as their designee to the Trinidad Trails Committee.

As per the Trinidad Trails Advisory Committee Resolution, the City must formally recognize and appoint new members. Action taken by the Council will confirm the appointment.

The Trails Committee is now currently operating without 1 member; (1) General Public Representative.

The Committee Membership currently consists of:

(1) City Councilmember (Committee Chair)	<b>Jack West</b>
(1) Planning Commission liaison	<b>Tom Hopkins</b>
(2) General Public representatives	<b>VACANT / Tim Needham</b>
(1) Tribal representative of the Yurok Tribe	<b>Sherri Provolt (pending City Council approval)</b>
(1) Tribal representative of the Trinidad Rancheria	<b>Trina Matthewson</b>
(1) Tribal representative of the Tsurai Ancestral Society	<b>Kelly Lindgren</b>
(1) Visitor Services/Business Community representative	<b>Zoe Zigler (Trinidad Coastal Land Trust)</b>

**Side note:** The latest, revised version of the Resolution 2019-13 establishing the Trails Advisory Committee calls for members holding "staggered two-year terms" (See No.4, Terms of Office). Considering periodic difficulties of maintaining full attendance and full-membership, this condition may need further discussion in the near future. The term "staggered" may need clarification as it relates to each member.

### Recommended Action:

**Attachments:** - Letter from Yurok Tribal Chair authorizing appointment of Sherri Provolt  
- Resolution 2019-13, Establishing the Trails Advisory Committee



# YUROK TRIBE

190 Klamath Boulevard • Post Office Box 1027 • Klamath, CA 95548

July 24, 2023

Mr. Jack West  
Trinidad Trails Committee  
409 Trinity Street  
Trinidad, CA 95570

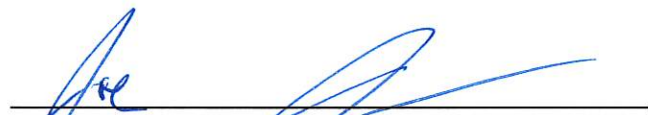
RE: Appointment to Trinidad Trails Committee

Dear Mr. West,

This letter shall serve as the official notice that the Yurok Tribal Council on May 25, 2023, appointed Yurok Tribal Councilmember Sherri Provolt to participate in the Trinidad Trails Committee on behalf of the Yurok Tribe.

Please feel free to contact me should you have any questions or concerns.

Respectfully,



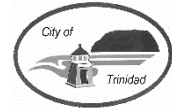
Joe James, Chairman  
Yurok Tribal Council

Cc: Yurok Tribal Council Members  
Taralyn Ipina, Chief Operations Officer  
Rosie Clayburn, Tribal Heritage Preservation Officer



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

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



## **RESOLUTION 2019-13**

*Revised 10-13-2020, and on 03-09-2021*

### **A RESOLUTION AUTHORIZING THE TRAILS ADVISORY COMMITTEE**

**WHEREAS**, the City of Trinidad's unique location on the coast with panoramic vistas and beautiful beaches makes its trail system a treasured asset for residents and visitors alike; and

**WHEREAS**, trails are important because they provide access to natural and culturally significant areas, for recreation, for scientific study, and for understanding our relationship with nature; and

**WHEREAS**, trails enhance public health and provide a vital medium for community cohesion, they are also serve to bolster the local economy by attracting people to the area, and some of the trails in the City also provide a means of use for alternative transportation; and

**WHEREAS**, the Council established the Trails Advisory Committee as a sub-committee of the City Council on March 22, 2019 to bring members with various viewpoints together to make recommendations to the City Council, City Staff, and Planning Commission on various topics identified below; and

**NOW, THEREFORE BE IT RESOLVED**, the Trinidad City Council hereby adopts a Trails 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 advise on matters relating to policies affecting trails in the City of Trinidad, 2) to serve in an advisory capacity to the Council, Commissions, and City Staff, 3) make recommendations during the environmental review process on projects that may involve or affect trails in the City of Trinidad, 4) provide a forum for community engagement, outreach, and education regarding trails, and 5) make recommendations to City Manager and City Council on the maintenance and repair of trails in the City of Trinidad.
2. **OBJECTIVES:** Committee objectives include; 1) provide a public forum to solicit input from the community on issues or successes related to the maintenance and management of City trails, 2) assist City Staff in evaluating the need for maintenance on the trails throughout the calendar year, 3) make balanced and informed recommendations to the City Council on ways to improve the trails, and 4) report to the Council annually on the Committee meetings, activity, and recommendations.
3. **COMMITTEE MEMBERSHIP:** The Trails Committee will consist of one City Council representative, one Planning Commissioner, two City residents, one Trinidad Rancheria Representative, one Yurok Tribe Representative, **one Tsurai Ancestral Society Representative**, and one Visitor Services/Business Representative. The City Council representative will be appointed by the City Council, and will serve as the Committee Chairperson. The Planning Commission will be recommended by the Commission and appointed by the City Council. The Tribal Representatives will be appointed by the appropriate Tribal governments, and will also provide their alternates. The two ~~members of the public~~ **city residents, as well as the Visitor Services/Business Representative**, will be appointed by the City Council in open session based on letters of interest and public interviews.
4. **TERMS OF OFFICE:** All members will hold staggered 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 Trails Committee will meet at minimum quarterly. The meetings will be held on the 3rd Tuesday of January, April, July, and October, with special meetings as needed. The



Committee will report to the City Council on a regular basis and present recommendations to the City Council on a quarterly or annual basis as needed.

6. **STAFF ASSISTANCE:** City Staff will provide agenda preparation, notification, and outreach assistance to the Committee. The Trails 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 12th day of November, 2019 by the following vote:

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

ATTEST:

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**Gabriel Adams**  
Trinidad City Clerk

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**Steve Ladwig**  
Mayor



## **CONSENT AGENDA ITEM 5**

### **SUPPORTING DOCUMENTATION ATTACHED**

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5. Contract with Pacific Coast Security to Provide Supplemental Law Enforcement Services to the City of Trinidad.



## **Pacific Coast Security**

Office 510 O Street, Suite D, Eureka, CA

Mailing: PO Box 3415, Eureka, CA 95502

Phone: 707-442-8888 \* California License PPO12310

### **Agreement for Security Service**

This agreement is made on the 6<sup>th</sup> of the month of October 2023. An agreement entered between **City of Trinidad, CA** -, hereinafter referred to as "Client" and **Pacific Coast Security**, hereinafter may be referred to as "Service Provider or PCS."

PCS is engaged in the business of providing Security Services within the State of California under the authority of licensing with the Bureau of Security and Investigative Services (BSIS). PCS maintains a valid license to conduct Security Guard and Patrol Services within California. California License PPO12310.

PCS will provide Security Services at the following premises: City of Trinidad, CA. Property commonly referred to Trinidad, California located in the County of Humboldt.

Detailed descriptions supplied in Exhibit A.

The rates and conditions of this agreement shall commence from the effective date of October 2023 and continue to run for a term not to exceed 90-days from the effective date and thereafter automatically renewed for 90-days until terminated by either party, in writing, with at least thirty (30) days written notice. Rates or conditions may be evaluated and agreed upon by both parties at or near the 90-day expiration date of the agreement.



## DEFINITIONS:

*"Agreement"* means these terms and conditions, the schedules and any exhibits or attachments hereto.

*"City"* means the customer specified in the schedule

*"Client"* means the customer specified in the schedule.

*"Effective Date"* means the date specified in the Schedule.

*"In writing" or "Written Document"* shall include any written communication which has been signed by a person authorized to represent the party, including, but not limited to printed documents, facsimiles, e-mails and other electronic means of communication.

*"Losses"* means losses as stipulated in applicable law including, but not limited to, any and all claims, losses, liabilities, damages, actions, demands or expenses (including, but not limited to, all reasonable attorney's fees or costs of suit which a party may incur as a result of or in connection with the provisions of the Services under this Agreement).

*"Schedule"* the cover page to which these terms and conditions are attached.

*"Scope of Work"* means the specification of the Services provided by PCS to the Client under this Agreement, incorporated into this Agreement by reference, and attached hereto as Exhibit A.

*"Service Fee"* means PCS charges to the Client for the provision of the Services as set out in the [Scope of Work/ Exhibit B/ Service Agreement] as well as charges for any additional services agreed between the parties. Such charges may be varied from time to time in accordance with the terms of this Agreement.

*"Services"* means the Services to be provided by PCS under this Agreement, as specified in the Scope of Work.

*"Site/s"* means such premises at which the Services are to be performed, as specified in the Scope of Work.



**PCS AND CLIENT AGREE TO THE FOLLOWING  
TERMS AND CONDITIONS.**

**SCOPE AND PERFORMANCE OF SERVICES:**

1. PCS agrees to provide the Services to the Client under the specific terms set out in this Agreement. All equipment, software, materials and / or documentation supplied by PCS shall always be the property of PCS, unless otherwise agreed in writing between the parties.
2. PCS will arrange deployment of trained personnel with best endeavors to conduct the offered services and assist in the protection of legitimate interests and items at the premises of the client.
3. The Security personnel deployed at client property will be employees of PCS and the necessary statutory requirements shall be the responsibility of PCS, who is licensed with the State of California.
4. PCS shall have the right to change personnel assigned to the service location at any time. The Client may request changes in PCS personnel, but PCS in its sole discretion will determine any action to be taken based upon such a request. Client requests to change personnel shall be made in writing stipulating the reasons for requesting the changes.
5. PCS will provide necessary supervision to ensure suitable performance.
6. PCS shall not be obliged to follow any instructions of the Client other than those specified in the Scope of Work. If, in the performance of the Services, the Client gives instructions outside the Scope of Work, which alter or affect the performance of the Services, the Client shall be solely responsible for all consequences deriving from such instructions and shall indemnify PCS harmless in respect thereof.



7. Subject to the terms of this Agreement, each party may request reasonable adjustments and/or additions to the Services by giving written notice thereof to the other party. Should such adjustments and/ or additions in PCS opinion require an adjustment, PCS shall notify the Client of such required adjustments to the Service Fee. The parties shall negotiate in good faith on all requested adjustments and/or additions to the Services, the Service Fee, or this Agreement. For any changes to the Services, Service Fees and/or this Agreement to be binding for the parties, all adjustments and/or additions must be agreed in writing with an authorized official of the relevant parties. For clarity, PCS employees providing the Services are not entitled to agree to adjustments and/or additions to the Services unless it is agreed in writing between both parties. However, PCS shall be entitled to amend the Agreement to comply with public instructions, orders, rules, and legislation applicable to the Services to be provided hereunder. Such amendments shall be deemed to have been accepted by the Client unless expressly opposed in writing within ten (10) days of their communication. In case of opposition, PCS shall be entitled to terminate the Agreement for good cause.
8. PCS does not guarantee function, result of the Services, or accept overall responsibility for the Security at the Client Site/s. Unless otherwise agreed in the Scope of Work, PCS is not engaged as a Security Consultant. PCS makes no representation, express or implied, that its Services will prevent any loss or damage. However, PCS is committed to performing its duties with due diligence.

#### **SERVICE FEES:**

1. The Client shall pay the Service Fee to PCS for the provision of the Services as specified in Scope of Work.
2. Service Fee Adjustment: PCS shall be entitled to adjust the Service Fee during the term of this Agreement upon ten (10) days written notice to the Client in case PCS costs for the provision of the Services increase due to (i) increased labor costs or costs related to cars or other equipment provided, (ii) changes in insurance premiums and/ or (iii) changes in legislation or regulations relating to the Services.



## **PAYMENTS:**

1. Client's Failure to Remit Payment: Client's failure to pay any amount when due will be considered a material breach by the Client. A late charge of 1.5% per month will be added to balances not paid by the due date. Client will bear all costs associated with Client receiving payments due for services rendered under this Agreement. PCS may institute suit or collection services to collect amounts owed to PCS under this Agreement and the Client agrees to pay all costs including Attorney's Fee of such suit or collection.
2. Suspension: In the event of payment delay, PCS may suspend the performance of Services rendered under this Agreement, upon ten (10) days prior written notice. Suspension will not release the Client from any of its obligations under this Agreement.
3. Immediate Cash Payment: In case of non-payment based on liquidity problems of the Client, PCS may condition the continued performance of the Services on immediate cash payment for Services already rendered (whether or not invoiced) and/or for Services to be rendered.



## **LIMITATION OF LIABILITY:**

1. **Liability for Losses:** PCS's liability for Client Losses and any other liability under this Agreement shall be limited as set out under this Article. The Client agrees that the Service Fee reflects PCS's assessment of the risks and exposures based on information provided by the Client and that the Agreement and the Scope of Work is conditioned upon the fact that PCS's liability in this Agreement is limited as provided herein.
2. **Exclusion of Indirect and Consequential Damages:** PCS shall in no event be liable for any indirect or consequential damages, including, but not limited to, loss of profit, purely economic loss, loss of income, business or revenue, even if PCS has been advised of the possibility of such losses or damages. Further, PCS will not be held responsible for any damages / sabotage and other acts caused to the premises of the Client due to activities of trade unions / riots etc. or any other events of "force majeure", acts of God / Nature etc. which are considered as beyond the direct control of PCS.
3. **Negligent or Willful Act of personnel of PCS:** PCS will be responsible for damages or loss arising directly from the negligence or willful act of its personnel within the defined responsibilities assigned to them subject to force majeure, timely payments of invoices and the report of the joint committee represented equally. In case of any theft or negligence the Client will inform PCS of the incident within the shortest possible time and provide a copy of any documents which are required by PCC to effectuate the insurance claim.
4. **Notification Limits for Claims:** The Client shall notify PCS of any claim arising from the Services in reasonable detail and in writing within ten (10) days on which the Client became aware (or should reasonably have become aware ) of the occurrence giving rise to the claim, provided, however, that if the Client does not provide such notice to PCS within thirty (30) days from the occurrence, PCS shall have no obligation to pay any compensation whatsoever relating to such claim.





**CLIENT, UNDERTAKES TO:**

1. Pay to PCS an amount of forty-five dollars (\$45.00) per hour worked specified in Exhibit A. Hourly rate shall be billed from point of origin to return of point of origin (see Exhibit A)
2. Make payment after presentation of invoice for completed services. Balances not paid within 15 days of delivery of invoice shall be subject to additional charges as stated in this agreement.
3. Make payments by way of a check issued in the name of **“Pacific Coast Security.”**

**4. Indemnification & Insurance:**

PCS (Contractor) shall hold harmless, defend and indemnify CITY its officers, officials, employees and volunteers (collectively “indemnified parties”) from and against all claims, damages, losses and expenses including attorney fees which actually or allegedly arise out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY its officers, officials, employees and volunteers. It is agreed that the CONTRACTOR’s duty to indemnify and defend does not apply to the following: claims related to the enforcement of City ordinances; the physical condition of any premises; the maintenance, service, or inspection of mechanical equipment of any nature; any response or lack of response by agencies contracted (excluding Contractor) by the CITY or area of coverage; the actions of Indemnified Parties’ personnel or other subcontractors; any emergency plan or order for carrying out the same.



**PCS AND CLIENT BOTH AGREE THAT:**

1. The client shall have the right to recommend, within reason, the change of any security personnel, within 24 Hours. Similarly, PCS reserves the right to change or rotate the Security personnel at any time.
2. The rates charged under this contract are governed by the applicable minimum wages and other statutory costs at that time of deployment of services by PCS, for the State of California and any increase in statutory obligations including minimum wages by the state will attract a pro-rata increase in the price. PCS will raise invoices incorporating such revisions/amendments in it and the client will remit payment accordingly.
3. In case of any negligence on the part of the security personnel deployed at the Client premises which cause loss/damage to the Client, an investigation will be conducted by a mutually agreed upon Joint Investigation Committee comprising of equal number of members of both parties and will submit its report, fixing responsibility of such negligence, to management for both parties.



## **TERM AND TERMINATION OF CONTRACT:**

1. This Contract is valid for a period of 90-days from the date of commencement and will be automatically renewable for equal periods on mutually agreed revised terms unless either party terminates the same by giving one month's notice in writing before the end of the Contract period or payment in lieu of the notice period. However, either party may terminate this contract without any cause or penalty for convenience by giving prior notice in writing of one month to the other party.
2. Either party may terminate this Agreement for good cause upon ten (10) days' prior notice to the other party. Good Cause for PCS will include, without limitation:
  - a. Any material or persistent minor breach by Client or PCS of its obligations under this Agreement,
  - b. Cancellation of or a material change to any of PCS's insurance coverage relevant to this Agreement,
  - c. A change in applicable laws or regulations that has a material effect on, or causes a material change to the obligations of PCS under this Agreement,
  - d. If the Client or PCS becomes insolvent, an application for insolvency procedure or similar has been submitted by or against the Client or PCS, or
  - e. Any act, omission or conduct of the Client or PCS, which in the other party's reasonable opinion, brings or may bring the party's business or reputation into disrepute.
3. In case of termination of the contract between the Client and PCS, for any reasons whatsoever, or without any reasons for convenience, it shall be the obligation of the Client to settle the dues of PCS in full before the actual withdrawal of service. Any delay in remitting the full and final payment will result in the Service Provider continuing to occupy the site and billing the Client for the period at full rates but with no obligations.
4. Upon termination of this Agreement, both parties shall be discharged from all further performance under this Agreement and PCS shall be entitled to enter the site/s and recover any equipment, materials, software and/or documents (including but not limited to retrieval and/or destruction of electronic documents and data) belonging to PCS.



## **GROUND'S FOR RELIEF:**

1. Force Majeure: The following circumstances shall be considered as grounds for relief if they delay or impede the performance of this Agreement: any circumstance beyond the direct control of a party such as fire, war, mobilization of military call up of a comparable scope, requisition, seizure, currency restrictions, insurrection and civil commotion, hi-jacking or an act of terrorism, epidemic, pandemic, shortage of Transport, general shortage of materials or personnel, strikes or other industrial disputes and defects or delays in deliveries by sub-contractors caused by any such circumstances as referred to in this Article.
2. Notice: The party intending to claim relief under above Article shall inform the other party without delay on the occurrence and on the cessation of such circumstances.
3. Client's Relief: If grounds for relief prevent the Client from fulfilling its obligations, the Client shall reimburse PCS for reasonable costs incurred in securing and protecting the site/s. The Client shall also reimburse PCS for costs incurred for personnel, subcontractors, and equipment which, with the consent of the Client, are held in readiness to resume the Services.
4. Termination Relief: Notwithstanding any other provision of this Agreement, a party shall be entitled to terminate this Agreement and the Services with immediate effect by written notice to the other party if performance of the respective undertakings is delayed more than thirty (30) days by reason of any grounds for relief as described in the said Article of Force Majeure.



## **CONFIDENTIALITY AND DATA PROTECTION:**

1. Confidential Information: Each party shall keep confidential and shall not disclose any confidential information of the other party disclosed to it in connection with this Agreement except as required for the purpose of the delivery of Services and performance of any other duties under this Agreement. Information shall be confidential if it has been designated as confidential by the disclosing party at the time of disclosure, or if it, considering all the circumstances surrounding the disclosure, ought reasonably to be understood by the receiving party to be confidential. For clarity, PCS's Service Plans (the "Security manual" and/ or similar documentation) shall always be considered as confidential information for the purpose of this Article. And is protected by intellectual property rights. Neither party will have any duty of confidentiality under this Agreement with respect to information which:
  - a. Is or subsequently becomes publicly available without breach of any obligation under this Agreement,
  - b. Was in the possession of the other party prior to the time of first disclosure hereunder,
  - c. Is developed by the other party without any use of or reference to any confidential information received from the disclosing party,
  - d. Is obtained without restriction from a third party reasonably believed by the other party to be free to provide such information without breach of any obligation owed to the disclosing party,
  - e. Is disclosed with the prior written approval of the disclosing party, or
  - f. Is disclosed pursuant to the order or requirement of a court, administrative agency, or other Government Body.
2. Data Protection: The parties acknowledge that access and distribution of personal information of the other party or its employees, agents or related parties may be necessary for the proper performance of the Services as set out in this Agreement. Both parties agree to use any personal information obtained throughout the performance of this Agreement with care, in keeping with all applicable rules and regulations and to use such information only for the purpose of performing their duties as set out in this Agreement.



**SETTLEMENT OF DISPUTE AND JURISDICTION:**

1. Any claim, dispute, or controversy arising out of, or in relation to, this Contract, the interpretation thereof, the activities performed hereunder, or the breach thereof, which cannot, within a period of 30 days, be satisfactorily resolved by mutual understanding between the parties, shall be finally settled in a court of law.
2. The Parties submit to the exclusive jurisdiction of the Courts located within the State of California and the County of Humboldt.

**CLIENT INFORMATION:**

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_

Date Signed \_\_\_\_\_

Printed Name \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_

**PACIFIC COAST SECURITY**

Authorized Signature  Title: **Owner/QM**

Date Signed: 10/6/2023

Printed Name Gene Bass

Mailing Address: PO Box 3415

City: Eureka State: CA

Zip Code: 95502 Phone: 707-442-8888

INITIAL HERE \_\_\_\_\_ PCS REV2022 12



**Pacific Coast Security**

**Office 510 O Street, Suite D, Eureka, CA**

**Mailing: PO Box 3415, Eureka, CA 95502**

**Phone: 707-442-8888 \* California License PPO12310**

**Agreement for Security Service  
EXHIBIT A**

PCS shall provide Uniformed Patrol Security Services (USS) at the following premises:  
**City of Trinidad California**

- 1. PCS Insurance limits shall be maintained at \$2M general aggregate**
2. PCS shall provide services to client Security Patrol Service (SPS) not including the following holidays which shall be non-scheduled unless otherwise agreed upon by both parties.
  - a. New Year's Day
  - b. Memorial Day
  - c. Independence Day (Fourth of July)
  - d. Thanksgiving
  - e. Christmas Day
3. PCS officers shall take (1) one hour (30 minutes) meal break as close to the midpoint of shift as possible for shifts over six (6) hours. Meal Breaks shall be "off the clock" and PCS officers will not be allowed to respond to calls for services without approval of supervisor.
4. PCS shall provide detailed billing statements to the client specifying when officers clocked on/off, took meal breaks.
5. PCS shall provide the client with daily logs with information documented during their tour of duty. Logs will be uploaded to Google Drive and the client shall have access to those logs on a weekly basis or as requested.
6. In the event PCS has an officer unable to make his/her shift on time, PCS shall find a replacement as soon as possible. In the event no replacement can be found, PCS shall notify the client as soon as that determination has been made.
7. The workweek for PCS officers assigned to your location shall be defined as Monday to Sunday. Under no circumstances may total hours per week exceed (40) without prior consent from PCS and written authorization from client as overtime charges will occur.



**Agreement for Security Service  
EXHIBIT A (continued)**

8. PCS description of job duties at this location shall consist of the following: \*site specific\*
  - a. Patrol of City of Trinidad and areas within the city as designated by client
  - b. Respond to requests for service as directed by client
  - c. Assist merchants within client jurisdiction with any criminal/suspicious activity.
  - d. Deter criminal activity and report to local law enforcement as needed.
  - e. Other duties not contained in this agreement shall be determined and agreed upon by both client and PCS.
  
9. Scheduling: The City of Trinidad shall submit changes (if needed) in scheduling
  - a. (7) days in advance to allow for internal scheduling adjustments
  - b. In written form (email is approved)
  - c. Shifts shall be no less than six hours
  
10. Drive Time from Point of Origin: PCS time shall be started at north end of Eureka
  - a. Drive time shall start and end at city limits of Eureka (north)
  
11. PCS shall maintain and deliver Daily Activity Reports (DAR) to client upon request.
  - a. Delivery of DAR's shall be by email to designated client representative
  
12. This Exhibit may be modified upon mutual agreement by client and PCS
  - a. Modifications must be submitted in writing and signed by client and PCS
  - b. Modifications may be submitted by email and may be initiated by client or PCS.
  - c. Any modifications do not change any other part of this agreement unless specifically stated.





## **CONSENT AGENDA ITEM 6**

### **SUPPORTING DOCUMENTATION ATTACHED**

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6. Continued Introduction/First Reading of Ordinance 2023-03; correcting and reaffirming codification of the City of Trinidad Zoning Ordinance, Title 17 of the Trinidad Municipal Code.

## CONSENT AGENDA ITEMS

~~August 22, 2023~~

~~Item 8:~~ First reading of Ordinance No. 2023-03 correcting and reaffirming codification of the City of Trinidad Zoning Ordinance, Title 17 of the Trinidad Municipal Code

~~Item 9:~~ First reading of Ordinance No. 2023-04 reaffirming codification of the City of Trinidad Zoning Ordinance and amendments thereto that were not submitted to the CA Coastal Commission for certification

As explained at the July 25 meeting, the Coastal Commission has not certified the City's codified version of its ordinances and therefore does not recognize the City's numbering system. So, with previous amendments, the City included both numbering systems in the new regulations to allow for certification by the Coastal Commission. However, the most recent amendments add and update quite a few definitions and various sections of the zoning ordinance, and the use of two numbering systems was becoming unwieldy. Therefore, it was decided that the City should go ahead and get the codified version of the zoning ordinance certified by the Coastal Commission to facilitate current and planned amendments.

This process has been more complicated than originally anticipated. The City has passed several zoning ordinance amendments over the years that have been incorporated into the codified ordinance, but were never submitted to the Coastal Commission for certification. And there may have been some errors in the codification process and/or the City's adoption of changes to the original zoning ordinance recommended by the Coastal Commission that created inconsistencies between the codified ordinance and the certified ordinance. But since this goes back to 1980, locating all the records has been difficult. City and Coastal Commission staff are still working through some of the discrepancies to figure out the most efficient path forward.

These amendments were originally noticed and posted for the July meeting. And to avoid having to renotice and post again six weeks prior to action, these items will again be continued to the next meeting.

### **Attachments**

None

### **Recommended Action:**

Continue the items to the next scheduled City Council meeting.



## **CONSENT AGENDA ITEM 7**

### **SUPPORTING DOCUMENTATION ATTACHED**

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7. Continued regarding Introduction/First Reading of Ordinance 2023-04; reaffirming codification of the City of Trinidad Zoning Ordinance and amendments thereto that were not submitted to the CA Coastal Commission for certification.

## CONSENT AGENDA ITEMS

~~August 22, 2023~~

~~Item 8:~~ First reading of Ordinance No. 2023-03 correcting and reaffirming codification of the City of Trinidad Zoning Ordinance, Title 17 of the Trinidad Municipal Code

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These amendments were originally noticed and posted for the July meeting. And to avoid having to renotice and post again six weeks prior to action, these items will again be continued to the next meeting.

### **Attachments**

None

### **Recommended Action:**

Continue the items to the next scheduled City Council meeting.



## **DISCUSSION AGENDA ITEM 1**

### **SUPPORTING DOCUMENTATION ATTACHED**

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1. **Unmet Transit Needs Public Hearing.**

**Background:** Each year HCAOG conducts a citizen participation process to assess unmet transit needs within Humboldt County. The public is invited during the hearing to express their opinion, solutions, complaints, or suggestions regarding Humboldt County's public transportation systems and/or general unmet transit needs.

**Recommended action:** Open the public hearing, receive comments, and forward to HCAOG.

**Attachments:**

- HCAOG summary letter.



**HCAOG**  
*Regional Transportation  
Planning Agency*

611 I Street, Suite B  
Eureka, CA 95501  
707.444.8208  
Fax: 707.444.8319  
www.hcaog.net

*Members:*

*City of Arcata  
City of Blue Lake  
City of Eureka  
City of Ferndale  
City of Fortuna  
City of Rio Dell  
City of Trinidad  
County of Humboldt*

August 19, 2022

To: City Managers/County Administrative Officer  
North Coast Tribal Transportation Commission  
McKinleyville Municipal Advisory Committee  
Manila Community Services District

**RE: Unmet Transit Needs Annual Process – Public Hearings**

Every year, as established by the California Transportation Development Act (TDA), the Humboldt County Association of Governments (HCAOG) is required to conduct a citizen participation process to identify any “unmet transit need” (UTN) in the region. This process is required prior to allocations of TDA funding in the following fiscal year. All comments deemed to meet the definition of an unmet transit need will be analyzed and reviewed by HCAOG’s Social Services Transportation Advisory Council (SSTAC) to determine if the need is “reasonable to meet.” Comments that are operational in nature are forwarded to transit operators. The attached document includes a summary of the TDA rules, use of Local Transportation Funds, role of the citizen participation process, and adopted definitions and criteria used to determine if a need is reasonable to meet.

The HCAOG Board of Directors will hold a public hearing on Thursday, November 17, 2022. Though not required, we encourage your agency to also conduct a public hearing between the timeline of October 3rd through the end of November. We also request that you forward us a record of all comments received. Comments will be discussed by the SSTAC at their February 1, 2023 meeting prior to the UTN Report of Findings review by the SSTAC and HCAOG Board in April and May 2023.

Please provide your meeting date to Stephen Luther at [stephen.luther@hcaog.net](mailto:stephen.luther@hcaog.net) by **Wednesday, September 14, 2022**, to allow us to meet publishing and posting requirement deadlines. HCAOG will publish an ad in either the Times Standard or the North Coast Journal which will include a schedule of all hearing dates and times. Either I or an SSTAC representative will join your meeting to provide information or answer any questions. Thank you for your assistance.

Enclosure

ec: City Clerks

Sincerely,

Stephen Luther  
Associate Regional Planner



## HUMBOLDT COUNTY ASSOCIATION OF GOVERNMENTS

Regional Transportation Planning Agency  
Humboldt County Local Transportation Authority  
Service Authority for Freeway Emergencies

611 I Street, Suite B  
Eureka, CA 95501  
(707) 444-8208  
[www.hcaog.net](http://www.hcaog.net)

### **Citizen Participation Process for Assessing Unmet Transit Needs**

#### **Transportation Development Act**

The Humboldt County Association of Governments (HCAOG) is responsible for allocating Transportation Development Act (TDA) funds within the region. The TDA provides two major sources of funding, Local Transportation Funds (LTF) derived from a ¼ cent of the general sales tax and State Transportation Assistance Funds (STAF) derived from a tax on diesel fuel. Together, these TDA funds provide a significant revenue source for public transit in Humboldt County. The Unmet Transit Needs process is carried out annually to identify and evaluate any potential needs that are not being met through existing public transportation services. HCAOG is required to assess unmet transit needs prior to allocating LTF money for non-transit purposes, while STA is programmed to the Humboldt Transit Authority and Arcata and Mad River Transit.

Each jurisdiction has their own LTF account. Eureka and Arcata use the entirety of their LTF allocation for transit purposes. The County of Humboldt, Cities of Fortuna, Rio Dell, Blue Lake and Trinidad have funds remaining after paying their share for eligible transit uses. In these cases, the TDA allows LTF to be applied to local streets and roads budgets, including pedestrian and bicycle projects. In Ferndale, there are no eligible public transit services and the LTF allocation is applied to non-transit purposes.

#### **Public Process to Make a Finding**

HCAOG's Social Services Transportation Advisory Council (SSTAC) leads the UTN process. Although only one hearing is required, public meetings are held to ensure residents in each jurisdiction are heard. The SSTAC considers all public testimony and input, determines if the suggestions meet the adopted definition of an unmet transit need and applies adopted criteria to determine if the need is "reasonable to meet".

After comments close on December 31, the SSTAC will consider all the comments at their meeting on February 2023, direct staff on any needs to further analyze, and in April 2023 forward one of the following findings to the HCAOG board for consideration:

- (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"

#### **Potential Impacts to Local Transportation Funding**

If HCAOG adopts finding (c), then the unmet transit needs shall be funded before any allocation is made for non-transit purposes (i.e. streets and roads) within the jurisdiction. Funds for new or expanded transit services can be set-aside from sources other than TDA funds. For instance, in 2018 the HCAOG Board voted to set aside Low Carbon Transit Operations Program (LCTOP) funds for late-night weekday service on the Redwood Transit Service. The service was found based on ridership at that time to be an unmet transit need reasonable to meet, but could not be funded due to insufficient Local Transportation Funds available to all required entities. When COVID hit and ridership plummeted, these LCTOP funds were repurposed to support free fares.

## Examples of Past Public Input and Findings

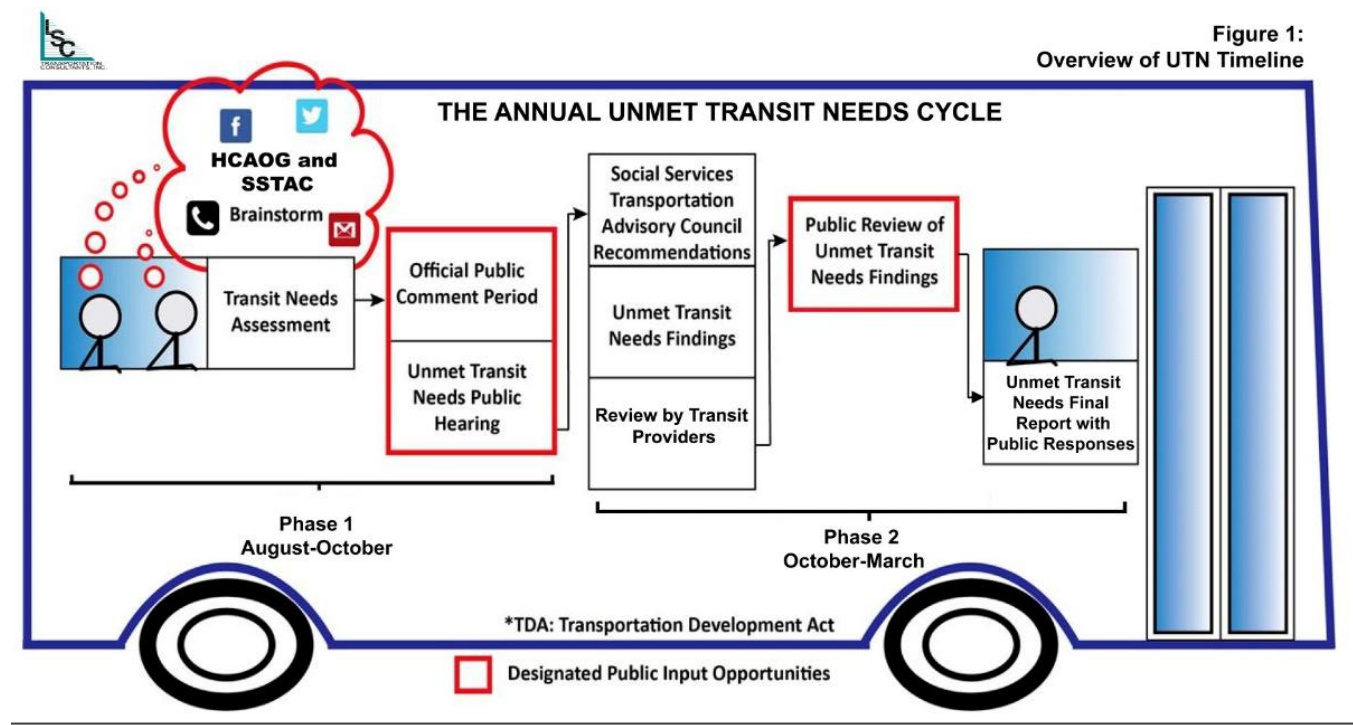
As a result of UTN findings in 2015-16, new transit services began to Tish Non-Village (Bear River Rancheria) and along Old Arcata Road. Both services were discontinued after two years because not enough people used the new service to sustain it.

Public comments often ask for later night service, Sunday service, more frequent peak service between McKinleyville-Arcata-Eureka, and bus service to rural communities. Based on existing ridership, each of these fail to meet the required 10% farebox return ratio -- meaning there are not enough projected transit riders to meet minimum performance criteria necessary to sustain the services. If these conditions change, the Humboldt Transit Authority does not need a formal UTN finding to start new services.

Comments received through this annual process can provide valuable feedback to transit operators. For example, in 2021 several people commented that they needed a westbound bus stop near Titlow Hill for their children to get to school in Arcata on the Willow Creek Intercity line. The operational request was sent to Humboldt Transit Authority and HTA was able to set up a trial flag stop for use during the school year. Not all operational requests can be accommodated, but agencies make every effort to respond. In addition, public comments made during the Unmet Transit Needs process can be beneficial as a record of community need and help secure grant-funded opportunities such as first-last mile mobility solutions to expand access to transit.

## Opportunities for Public Comment on Unmet Transit Needs

- The form linked at the project page: <https://hcaog.net/documents/unmet-transit-needs> or visit the survey directly at <https://bit.ly/humboldttransit>
- At one of the advertised public meetings;
- Written comments and/or feedback gathered from staff during direct outreach;
- Comment submittals by email or telephone: [stephen.luther@hcaog.net/444-8208](mailto:stephen.luther@hcaog.net)





## UNMET TRANSIT NEEDS DEFINITION & REASONABLE TO MEET CRITERIA

**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 identified in the following, but not limited to: a Transportation Development Plan, Regional Transportation Plan, Coordinated Public Transit–Human Services Transportation Plan.

HCAOG Plans can be found at: <http://hcaog.net/library>

Additionally, unmet transit needs do not include:

- ❖ Improvements funded or scheduled for implementation in the next fiscal year. Two potential new services that will be reevaluated this year are:
  - Express bus service between McKinleyville and Eureka during peak hours
  - Late Night Weekday Service on the Regional Transit System
- ❖ Minor operational improvements or changes such as bus stops, schedules, and minor route changes. Minor operational improvements are changes to service which do not affect the operating cost of the transit service either by requiring additional staff and/or additional vehicle hours of service or miles of service.
- ❖ Trips for primary or secondary school transportation
- ❖ Sidewalk improvements or street and road needs

**Reasonable to meet** criteria:

- (1) To be considered “reasonable to meet”, a service must be operationally feasible and financially sustainable, as defined below:
  - a) The service must have adequate roadways, and must be safe to operate.
  - b) Enough money should be available from identified sources of funding to pay for the marginal operating costs of the service continuously for three years.
- (2) The service must be projected to meet a minimum “marginal farebox-return-ratio” of 10 percent within 2 years. If multiple competing services are requested, other factors may also be considered such as estimated subsidy per passenger trip and passengers per vehicle hour of service. For new service, ridership and farebox-return-ratio thresholds will be considered.
- (3) Pursuant to the requirements of TDA Statutes (Public Utilities Code Section 99401.5c, 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.
- (4) Once a service is determined to be "reasonable to meet" and is implemented, it can be expected that the ridership in the first 1-2 years of the new service will be less than the projected optimal ridership. Ridership should be evaluated at 6-month intervals to determine if service is meeting performance standards adopted by the transit provider, and specifically, whether the service meets a minimum 10 percent marginal farebox-return-ratio. If the service is being adequately promoted and fails to be within 60 percent of the identified standards after six months, 90 percent with the first year, or 100 percent within two years, the service may be cancelled and deemed "no longer reasonable to meet." An exception to this rule is when a community or group is willing to participate in sharing the ongoing cost of the new service.



## **DISCUSSION AGENDA ITEM 2**

### **SUPPORTING DOCUMENTATION ATTACHED**

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2. Continued Discussion/Decision regarding Traffic Calming Measures for View Street, Ocean Avenue, and Underwood Drive.

# DISCUSSION AGENDA ITEM

Date: Tuesday, October 10, 2023

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**Item:** Continued Discussion/Decision regarding Traffic Calming Measures for View Street, Ocean Avenue, and Underwood Drive.

**Background:** At the request of residents on Ocean Avenue and View Streets, the Council has discussed the topic of traffic calming in July, August, and September. At the onset, residents suggested installing speed humps. Staff was directed to expand the reach for public input and provide professional analysis comparing temporary vs. permanent infrastructure.

The City Engineer provided cost estimates for both permanent and temporary speed humps. The cost was significant enough to warrant additional public input. The result of the outreach yielded a wide range of feedback including areas of Trinidad that were not originally the focus, including Berry, Frontage, Edwards, and Main Streets.

There is general agreement in the community that people drive faster than they should in Trinidad, data should be collected to determine how best to prioritize limited resources, and effort should be made to promote and enforce Trinidad as a place to drive slow and safe. Staff is taking a linear approach to guide the Council with an organized system of evaluating and implementing resources that reflect the community's interest, starting recommendations listed in the Local Road Safety Plan adopted in January 2022.

City Engineer Josh Wolf will attend the meeting to answer questions and provide a list of recommendations that should help begin the process. Public Works is currently performing a speed limit sign audit to determine which signs need better visibility and or replacement. Several other considerations will be discussed on a street-by-street basis so the Council and public have a better understanding of improvements currently programmed or underway, including but not limited to:

**EDWARDS STREET:** CALTRANS grant funded (HSIP Program) crosswalks at Hector and Galindo (2024)

**FRONTAGE ROAD:** Improved pavement markings, etc. (HSIP)

**VIEW & OCEAN:** Bulb-outs and a complete overhaul of sidewalks from Frontage Road to Edwards Street were installed on Trinity and Main Streets as part of the Safe Routes to School, Gateway Project, and High Risk Rural Road (HR3) grant programs in 2007. This was a direct response to the community's desire to make Trinidad more walkable. As a result, there has been an impact to View and Ocean Streets as the main, alternate outbound routes exiting town. Several phased recommendations, including a traffic study to gather data, will be presented.

**Action requested:** Consider phased recommendations presented by Staff and adjust/modify as Council deems appropriate.

**Attachments:** Public Notice for October 10 Council meeting discussion.

# ***CITY OF TRINIDAD PUBLIC NOTICE***

## ***TRAFFIC CALMING MEETING***

**PROJECT SUMMARY:** Some households from View Street, Ocean Avenue, and Underwood are requesting speed humps be installed to calm traffic speeds. The proposal has been brought up at several Council meetings in 2023 and the City is informing all residents of the discussion as the installation of speed humps will affect everyone that drives through town.

Modifications to traffic circulation affects everyone; locals and visitors. The roads are maintained primarily with special revenue received by the City from State of CA Gas Tax, Transportation Funds, and Grant Sources.

**PROPOSED TRAFFIC CALMING STRATEGY & ESTIMATED COST:** The City received a wide range of feedback from residents leading up to the September 12 Council meeting. Residents from all parts of town expressed concern for their streets, provided input on the impacts of speed humps, and recommended the City take an analytical approach before reaching any conclusions. The Council directed staff to evaluate current road safety plans, audit and optimize current speed limit signage, and return on October 10 to continue the discussion. The City's street engineer will attend the meeting to answer technical questions and provide recommendations as needed.

Temporary rubberized humps are being considered on a trial period basis, likely 60 days to determine their effectiveness, at a cost of approximately \$10-12,000 per street. The main objective is to make the streets safer for pedestrians and calm traffic, but they may also have disadvantages such as diversion of traffic to adjoining streets, modified driving patterns around the hump, signage and street markings that detract from the appearance of the neighborhood, or noise.

**PUBLIC PROCESS:** The City would like to receive as much input as possible before incurring the expense on a possible temporary measure. The hearing on October 10 will hopefully result in some immediate actions to improve pedestrian safety. Depending on the amount of feedback received, the City may require a petition requiring a substantial majority of all legal residents on each street support the temporary speed hump proposal if the Council decides to proceed in that direction.

The Council will continue the discussion at the upcoming regular meeting:

**DATE & TIME:** Tuesday, October 10, 2023, 6:00pm.  
**LOCATION:** Trinidad Town Hall, and video-conference (ZOOM).  
**ZOOM:** Visit <https://trinidad.ca.gov> for more information. Click on the City Calendar for Zoom login credentials.

**COMMENTS:** Your input is valuable. You may attend the meeting in person or virtually and contribute your comments. They can be submitted in writing, in advance of the meeting in the following ways:

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



## **DISCUSSION AGENDA ITEM 3**

### **SUPPORTING DOCUMENTATION ATTACHED**

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3. Update/Discussion regarding Public Outreach and Awareness Options for City Leash Laws and various Announcements.



## **DISCUSSION AGENDA ITEM 4**

### **SUPPORTING DOCUMENTATION ATTACHED**

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4. Discussion/Decision regarding Updating Designated Paid Holiday List in Section 7 of the Employee Policy and Procedure Manual.

AGENDA ITEM:        Proposed Holiday for the Friday after  
Thanksgiving

Date: October 10, 2023

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ANALYSIS:

It is suggested that we add the Friday after Thanksgiving as a holiday for the City of Trinidad, and close City offices. Last year we gave our employees the day off, but we would like to memorialize it this year as a holiday day-off for the City. This will give our employees 10 holidays plus 3 Personal Leave days that can be used for holidays unobserved by the City including religious holidays throughout the year. All other cities in Humboldt County (Arcata, Blue Lake, Eureka, Ferndale, Fortuna, and Rio Dell) as well as the McKinleyville CSD observe the day after Thanksgiving as a holiday. If the Council chooses to make this day a holiday day-off, action today will give employees and residents sufficient time to plan for the Thanksgiving weekend.

ACTION:

Add the Friday after Thanksgiving as a holiday for the City of Trinidad.

(Or) No action.