



Posted: Friday, April 05, 2024

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

The Trinidad City Council will hold a regular meeting on  
**TUESDAY, APRIL 09, 2024, at 6:00 PM**  
at the Trinidad Town Hall, 409 Trinity Street, Trinidad, CA.

### NO CLOSED SESSION

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: 847 0426 2948 Passcode: 684873

**PLEASE NOTE that live meeting logistics will be prioritized. Connectivity issues on the part of the City may result in the meeting being delayed or rescheduled but technical challenges experienced by individuals will not interrupt or halt progress of the meeting.**

- I. **CALL TO ORDER**
- II. **PLEDGE OF ALLEGIANCE**
- III. **CLOSED SESSION – No closed session**
- IV. **RECONVENE TO OPEN SESSION**
- V. **APPROVAL OF AGENDA**
- VI. **APPROVAL OF MINUTES – 01-23-2024 ccpcstr, 02-13-2024 cc, 03-12-2024 cc**
- VII. **COUNCIL REPORTS/COMMITTEE ASSIGNMENTS**
- VIII. **STAFF REPORTS – City Manager & Humboldt County Sheriff Dept.**
- 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 – March 2024
2. Financial Statements – February 2024
3. Law Enforcement Report – March 2024.

4. Award Contract for On-Call City Engineering Services to GHD.
5. Resolution 2024-04; Authorizing the Processing of a Consolidated Coastal Development Permit by the California Department of Transportation (CALTRANS) to Replace Drainage Infrastructure Along State Highway 101 In the City of Trinidad.
6. Approval of the Tristan Cole Subdivision & Coastal Development Permit (CDP-2023-09) to Split a 1.75 acre parcel on Berry Road into two parcels, Finding the Project Consistent with the City's LCP and other Applicable Regulations.
7. Task Order Amendment 02 for the PW Trinidad HSIP Cycle 10 Project to Reference the new Professional Services Master Agreement Between GHD and the City of Trinidad Executed on April 09, 2024.
8. Task Order Amendment 01 for the 2022 STIP Trinity Street Rehabilitation Project to Reference the new Professional Services Master Agreement Between GHD and the City of Trinidad Executed on April 09, 2024.

#### **DISCUSSION/ACTION AGENDA ITEMS**

1. Proclaim May as National Bike Month to Promote Bicycles as a Means of Transportation and Recreation.
2. Discussion/Decision/Update on the Van Wycke Trail Temporary Closure and Progress Report on Actions Taken to Reopen the Trail and/or Develop Alternative Pedestrian Access.
3. Discussion/Decision regarding Resolution 2024-05; Opposing State of California Ballot Initiative 21-0042A1, The Taxpayer Protection and Government Accountability Act.
4. Discussion/Decision regarding Appointment of Members to the Animal Advisory Committee.
5. November 2024 City Election & Sales Tax Measure Update

#### **X. FUTURE AGENDA ITEMS**

#### **XI. ADJOURNMENT**

**APPROVAL OF MINUTES FOR:**

**JANUARY 23, 2024 CCPCSTR**

**FEBRUARY 13, 2024 CC**

**MARCH 12, 2024 CC**

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**Supporting Documentation follows with:**

**0 PAGES**

***MINUTES AVAILABLE WILL BE PUBLISHED TO THE PACKET BY  
MONDAY, APRIL 08.***



## **CONSENT AGENDA ITEM 1**

### **SUPPORTING DOCUMENTATION ATTACHED**

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1. Staff Activity Report – March 2024

# STAFF REPORT SUPPLEMENTAL

Date: Tuesday, April 09, 2024

**Background Info:** 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 323 customer meters, measured in cubic feet (7.48 gallons = 1 cubic foot).

July 2019	282,552 cuft	January 2020	199,348
July 2020	275,612	January 2021	161,379
July 2021	251,168	January 2022	189,201
July 2022	198,081	January 2023	154,543
July 2023	223,806 (16.37% Water Loss)	January 2024	148,407 (23.67% Water Loss)
August 2019	307,500	February 2020	155,015
August 2020	273,992	February 2021	178,545
August 2021	269,771	February 2022	154,634
August 2022	227,681	February 2023	136,626
August 2023	265,808 (17.03% Water Loss)	February 2024	132,690 (11.33% Water Loss)
September 2019	238,316	March 2020	164,854
September 2020	302,614	March 2021	187,607
September 2021	227,831	March 2022	184,103
September 2022	216,470	March 2023	152,813
September 2023	200,348 (15.99% Water Loss)	<b>March 2024</b>	<b>125,188 (19.75 Water Loss)</b>
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
October 2023	188,335 (22.08% Water Loss)	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
November 2023	151,914 (22.06% Water Loss)	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
December 2023	122,937 (27% Water Loss)	June 2023	209,366 (13.63% Water Loss)

**Water sold in March hit a 5-year low, following the same trend in February.** 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 – February 2024



## **CONSENT AGENDA ITEM 3**

### **SUPPORTING DOCUMENTATION ATTACHED**

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3. Law Enforcement Report – March 2024.

**HUMBOLDT COUNTY SHERIFF'S OFFICE**

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**Incident Search Results**  
**City is trinidad or trin, Date Between 3/4/2024 and 3/10/2024**

03/11/2024

Date	Inc #	Type	Time	Location	Dispositio
03/04/2024	2403040023	CUST	09:04:39	409 TRINITY ST	Cad Documentation Only
03/04/2024	2403040032	602	10:02:53	1770 FOX FARM RD	Online Report
03/04/2024	2403040106	XFER	19:13:51	597 OLD WAGON RD	Xfer to Medical
03/05/2024	2403050015	XFER	02:04:46	69 STUMPTOWN RD	Xfer to Medical
03/05/2024	2403050017	UNW	03:38:03	27 SCENIC DR	Public Assist
03/05/2024	2403050021	PC	06:56:30	510 BIG LAGOON PARK RD	Agency Assist
03/05/2024	2403050056	INFO	10:55:57	WESTHAVEN DR	Cad Documentation Only
03/05/2024	2403050098	INV	15:25:03	MAIN ST/VIEW AVE	Report Taken
03/05/2024	2403050157	VEHI	23:13:59	LITTLE RIVER DR	Field Interview
03/05/2024	2403050161	TPAT	23:37:30	409 TRINITY ST	Cad Documentation Only
03/06/2024	2403060030	FU	07:23:21	27 SCENIC DR	Supplemental Taken
03/06/2024	2403060047	WELF	09:50:03	23 OKEGA LN	Public Assist
03/06/2024	2403060055	VEHI	10:34:06	SCENIC DR	Field Interview
03/06/2024	2403060137	33X	16:09:08	3090 PATRICKS POINT DR	Cad Documentation Only
03/06/2024	2403060182	XFER	21:18:19	WESTHAVEN DR	Xfer to CHP
03/06/2024	2403060185	XFER	21:27:08	2ND AVE/S WESTHAVEN DR	Xfer to CHP
03/07/2024	2403070116	415MW	14:02:59	510 BIG LAGOON PARK RD	Gone On Arrival
03/07/2024	2403070117	415MW	14:03:41	510 BIG LAGOON PARK RD	Merged Cfs
03/07/2024	2403070145	DISP	16:26:02	389 MAIN ST	Cad Documentation Only
03/07/2024	2403070150	ANIMAL	16:48:20	EDWARDS ST/TRINITY ST	Pending Recontact From Rp
03/07/2024	2403070162	CWS	17:31:10	122 MOONSTONE BEACH RD	Previously Investigated
03/08/2024	2403080022	XFER	08:00:59	267 STAGECOACH RD	Xfer to Fire
03/08/2024	2403080035	459V	09:25:02	999 SCENIC DR	Report Taken
03/08/2024	2403080067	XFER	12:10:08	930 SCENIC DR	Xfer to Fire
03/08/2024	2403080075	33X	13:03:50	2070 JENNING'S RD	Billable Alarm
03/08/2024	2403080093	PC	13:49:11	930 SCENIC DR	No Report
03/09/2024	2403090058	ASSISTA	13:34:13	4150 PATRICKS POINT DR	Public Assist
03/09/2024	2403090075	PC	15:26:47	PATRICKS POINT DR	Cad Documentation Only
03/10/2024	2403100037	FP	11:17:05	660 PATRICKS POINT DR	No Report
03/10/2024	2403100038	PC	11:24:09	969 PATRICKS POINT DR	No Report
03/10/2024	2403100041	PC	11:35:02	923 PATRICKS POINT DR	No Report



**HUMBOLDT COUNTY SHERIFF'S OFFICE**

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**Incident Search Results**  
**City is trinidad or trin, Date Between 3/11/2024 and 3/17/2024**

03/18/2024

Date	Inc #	Type	Time	Location	Dispositio
03/11/2024	2403110040	ASSISTA	09:11:43	TRINIDAD TRAIL HEAD/LIGH	Gone On Arrival
03/12/2024	2403120038	ANVIC	09:29:39	673 N WESTHAVEN DR	Report Taken
03/12/2024	2403120054	SUSPP	11:10:13	305 OSURG LN	Field Interview
03/12/2024	2403120062	WELF	11:57:03	271 LYNDAL LN	Cad Documentation Only
03/12/2024	2403120063	XFER	12:13:59	1948 PATRICKS POINT DR	Xfer to Medical
03/12/2024	2403120066	VEHI	12:39:28	OCEAN AVE/WEST ST	Marked For Abatement
03/12/2024	2403120089	ANIMAL	15:24:59	8TH AVE/RAILROAD	Gone On Arrival
03/12/2024	2403120096	ANVIC	16:05:03	770 8TH AVE	Negative Contact Made
03/13/2024	2403130038	ANIMAL	09:08:40	770 8TH AVE	Warned
03/13/2024	2403130049	DISP	10:10:05	333 QUARRY RD	Cad Documentation Only
03/13/2024	2403130051	488	10:15:01	TRINITY ST/EDWARDS ST	No Report
03/13/2024	2403130057	FU	10:52:05	1341 FOX FARM RD	Supplemental Taken
03/13/2024	2403130073	XFER	12:10:58	1055 DRIVER RD	Xfer to Medical
03/13/2024	2403130091	ASSISTA	13:38:32	HIGHWAY 101 OFF RAMP/CLA	Agency Assist
03/13/2024	2403130139	PC	19:27:49	VIEW AVE/PARKER CREEK DR	Cancel Per Rp
03/14/2024	2403140017	XFER	02:49:07	1000 OX LN	Xfer to Medical
03/14/2024	2403140026	INC	07:05:04	1705 SCENIC DR	Phone Malfunction
03/14/2024	2403140057	VEHI	10:20:27	999 SCENIC DR	Field Interview
03/14/2024	2403140130	XFER	14:37:27	306 VIEW AVE	Xfer to Medical
03/14/2024	2403140186	DISABLE	21:30:11	101 MAIN ST	Public Assist
03/15/2024	2403150061	XFER	13:11:31	DRIVER RD	Xfer to Fire
03/15/2024	2403150112	SUSPV	18:21:14	322 MAIN ST	Pending Recontact From Rp
03/16/2024	2403160024	TPAT	07:20:44	MAIN ST/VIEW AVE	Cad Documentation Only
03/16/2024	2403160027	PC	07:40:22	27 SCENIC DR	Cad Documentation Only
03/16/2024	2403160028	VEHI	07:42:12	SCENIC DR	Field Interview
03/16/2024	2403160029	VEHI	07:49:00	SCENIC DR/KIDDER RD	Arrest Made
03/16/2024	2403160035	911C	09:05:21	OX LN	Cad Documentation Only
03/16/2024	2403160057	DISP	11:36:21	MAIN ST/VIEW AVE	Cad Documentation Only
03/16/2024	2403160091	XFER	15:31:21	1 BAKER RANCH RD	Xfer to Fire
03/16/2024	2403160103	WELF	17:03:34	122 MOONSTONE BEACH RD	No Report
03/16/2024	2403160104	XFER	17:13:58	441 PATRICKS POINT DR	Xfer to Fire
03/17/2024	2403170010	XFER	01:36:48	CLAM BEACH DR	Xfer to CHP
03/17/2024	2403170073	XFER	14:18:55	1 STAGECOACH RD	Xfer to another agency



## **CONSENT AGENDA ITEM 4**

### **SUPPORTING DOCUMENTATION ATTACHED**

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4. Award Contract for On-Call City Engineering Services to GHD.

**CITY OF TRINIDAD  
PROFESSIONAL SERVICES AGREEMENT  
FOR CITY ENGINEER SERVICES**

This Agreement ("Agreement") for professional services is made on \_\_\_\_\_ between the City of Trinidad, a California municipality ("City"), and GHD Inc. ("Consultant"). City's Contract Administrator for this agreement is Gabriel Adams, City Clerk.

**1. Scope of Services.** Consultant shall provide to City the professional services described in the Scope of Services, attached hereto as **Attachment A** and incorporated herein (the "Services"). Only the City's governing body or the Contract Administrator may authorize any change or addition to the Scope of Services specified in Attachment A. Specific projects may be assigned to Consultant through issuance of Task Orders. Task Orders will identify the scope of services, expected results, project deliverables, period of performance, project schedule, and any requirements dictated by the entity (whether local, State, or Federal) providing the funding for such Task Order (the "Funder Requirements") and will designate the City's Project Coordinator. The Funder Requirements shall be provided with applicable Task Orders and if a conflict exists between the terms of this Agreement and the Funder Requirements, the Funder Requirements shall control for such Task Order.

**2. Term.** This Agreement shall become effective on \_\_\_\_\_, and shall continue in full force and effect for three years until \_\_\_\_\_, unless sooner terminated in accordance with Section 12, below ("Initial Term"). After the Initial Term, this Agreement can be extended by amendment for an additional two years up to a maximum of 5 years, unless either party provides the other sixty (60) days prior written notice before the expiration of the Initial Term of its election not to renew this Agreement for the additional two year term. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.

**3. Compensation.** For the full and satisfactory completion of the Services, City shall compensate Consultant on a Time and Materials as needed basis. For work relating to the City Engineering services (as defined in the Scope of Services) for designated professional employees (Project Managers and Project Leads) Consultant shall be compensated at the rates described in **Attachment B**. If the Funder Requirements require a specific method of pricing labor, the rates set forth in Attachment B shall not apply and Consultant shall provide a proposal with costs in accordance with the Funder Requirements. The total amount payable resulting from this agreement this contract shall not exceed \$5,000,000.00. It is understood and agreed that there is no guarantee, that this dollar amount will be authorized under this agreement.

**4. Prevailing Wage Laws.** Services by persons deemed to be employees of Consultant possibly may be subject to prevailing wages under California Labor Code Sections 1770-1781. Consultant has the sole responsibility to comply with those requirements, should they apply. If a dispute based upon the prevailing wage laws occurs, Consultant, at its expense, shall indemnify, defend (including Consultant's providing and paying for legal counsel for City), and hold harmless City, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, wages, costs, or expenses pertaining to the prevailing wage laws.

**5. Payment.** City shall pay Consultant for services satisfactorily provided during each calendar month within thirty (30) days following City receipt and approval of a detailed invoice. The invoice must include, at a minimum:

- 5.1 A description of the specific Services provided,
- 5.2 the name of the individual providing the Services,
- 5.3 the date(s) upon which the Services were provided,
- 5.4 the time spent providing the Services,
- 5.5 the amount due for the Services and the basis for calculating the amount due, and
- 5.6 an itemized summary of Allowable Reimbursable Expenses.

**6. Independent Contractor.** Consultant understands and acknowledges that Consultant is an independent contractor, not an employee, partner, agent, or principal of the City. This Agreement does not create a partnership, joint venture, association, or employer-employee relationship between the Parties. At its own expense, Consultant is responsible for providing compensation; employment benefits; disability, unemployment, and other insurance; workers' compensation; training; permits and licenses; and office space for Consultant and for Consultant's employees and Subconsultants. Consultant has, and shall retain, the right to exercise full control over the employment, direction, compensation, and discharge of all persons whom Consultant uses in performing the Services under this Agreement. Consultant shall provide the Services in Consultant's own manner and method, except as this Agreement specifies.

Consultant shall indemnify, fund the defense of, (including Consultant's providing and paying reasonable fees for legal counsel for City), and hold harmless City for an obligation; claim; suit; demand for tax or retirement contribution; social security; salary or wages; overtime, penalty, or interest payment; or workers' compensation payment that City may be required to make on behalf of Consultant, an employee of Consultant, or any employee of Consultant construed to be an employee of City, for the work done under this Agreement.

## **7. Consultant's Warranties.**

7.1 Consultant warrants that all Services provided under this Agreement shall be performed in accordance with generally accepted professional practices and standards for Consultant's profession in the state.

7.2 Consultant warrants that all Services provided under this Agreement shall be performed in accordance with applicable federal, state, and local laws and regulations, including, but not limited to, conflict of interest laws.

7.3 Consultant warrants that Consultant has no present interest which would conflict in any manner with the performance of Services on the City's behalf.

7.4 Consultant represents and warrants that it is now, and will remain for the duration of its Services, properly licensed, qualified, experienced, and equipped to perform the Services.

7.5 Consultant possesses the competence, experience, expertise, skill, facilities, equipment, personnel, financial wherewithal, and other resources necessary to perform this Agreement and the Services in a professional and competent manner.

7.6 Consultant represents and warrants that the Services and the sale or use of the Services shall not infringe, directly or indirectly, on any valid patent, copyright or trademark, and Consultant shall, at Consultant's sole cost and expense, indemnify, defend and hold harmless the City from and against any and all claims and causes of action based on alleged or actual infringements thereof.

7.7 These warranties shall survive the expiration or termination of this Agreement, and are in addition to any warranties provided by law. No payment to Consultant for any Services performed hereunder (including, without limitation, final payment) shall constitute a waiver of any Claims by the City against Consultant relating to the Services.

**8. Notice.** Any notice, billing, or payment required by this Agreement must be made in writing, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, facsimile, or by e-mail as a .pdf (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party shall be given as follows:

City:

Consultant:

City of Trinidad  
PO Box 390  
Trinidad, CA 95570  
Ph: (707) 677-0223  
Attention: City Clerk

GHD Inc.  
718 Third Street  
Eureka, CA 95501  
Ph: 707-443-8326  
Attention: Office Manager

## **9. Indemnity.**

Where the services to be provided by Consultant under this Agreement are design professional services, as that term is defined under Civil Code Section 2782.8, Consultant agrees to indemnify, fund the defense of, and hold harmless, the City, its officers, officials, and employees from claims, demands, costs or liability, to the extent caused by the negligence, recklessness or willful misconduct of Consultant and its agents in the performance of Services under this Agreement to the maximum extent provided by law, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, resulting from the City's own negligent acts or omissions, recklessness, or willful misconduct. If it is finally adjudicated that liability is caused by the comparative fault of the City, then Consultant's indemnification and defense obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Consultant's proportionate percentage of fault. In no event shall the cost to defend the City charged to Consultant exceed the Consultant's proportionate percentage of fault as finally adjudicated.

As respects all acts or omissions which do not arise directly out of the performance of design professional services as defined in Civil Code section 2782.8, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, Consultant agrees to indemnify, fund the defense of, and hold harmless the City, its officers officials, and employees for and against a claim, demands, losses, and liability to the extent caused by the Consultant's negligent performance or failure to perform under the terms of this Agreement, excepting those which arise out of the negligence or willful misconduct of the City, its officers, officials, employees and volunteers.

This indemnification obligation shall survive the expiration or early termination of this Agreement with respect to Liability arising during the term of the Agreement.

**10. Insurance.** Insurance requirements are attached hereto as Attachment C.

**11. Dispute Resolution.** In the event that any dispute arises between the parties in relation to this Agreement, the parties agree to meet face to face as soon as possible to engage in a good faith effort to resolve the matter informally.

In the event that any dispute arises between the parties in relation to this Agreement, and the dispute is not resolved by informal discussions, the parties agree to submit the dispute to mediation.

11.1 Either party may give written notice to the other party of a request to submit a dispute to mediation, and a mediation session must take place within sixty (60) days after the date that such notice is given, or sooner if reasonably practicable. The parties shall jointly appoint a mutually acceptable mediator. The parties further agree to share equally the costs of the mediation, except costs incurred by each party for representation by legal counsel.

11.2 Good faith participation in mediation pursuant to this Section is a condition precedent to either party commencing litigation in relation to the dispute.

## **12. Early Termination.**

12.1 **Termination for Convenience.** City may terminate this Agreement for convenience by giving fourteen (14) calendar days written notice to Consultant. In the event City elects to terminate the Agreement without cause, it shall pay Consultant for services satisfactorily provided up to that date that such notice of termination is given.

12.2 **Termination for Cause.** If either party breaches this Agreement by failing to timely or satisfactorily perform any of its obligations or otherwise violates the terms of this Agreement, the other party may terminate this Agreement by giving written notice seven (7) calendar days prior to the effective date of termination, specifying the reason and the effective date of the termination. Consultant shall be entitled to payment for all services satisfactorily provided up to the effective date of termination, except that the City may deduct from that payment the amount of costs the City incurred, if any, because of Consultant's breach of the Agreement.

**13. Work Product.** City shall be the sole owner of all rights to any work product in any form, which has been prepared by Consultant on City's behalf pursuant to this Agreement, unless otherwise specified in writing by the parties.

**14. Audit.** During this Agreement's Term and for a period of four (4) years after the expiration, cancellation, or termination of this Agreement, or any extension of it, Consultant shall:

14.1 Keep and maintain, in their original form, all records, books, papers, or documents related to Consultant's performance of this Agreement; and

14.2 Permit City or its authorized representatives, at all reasonable times, to have access to, examine, audit, excerpt, copy, photocopy, photograph, or transcribe all records, books, papers, or documents related to Consultant's performance of this Agreement including, but not limited to: direct and indirect charges, and detailed documentation, for work Consultant has performed or will perform under this Agreement.

Notwithstanding the foregoing, City's right to examine, audit, excerpt, copy, photocopy, photograph, or transcribe all records, books, papers, or documents related to Consultant's performance shall not extend to proprietary information such as the composition of the amount of Contractor's fixed rates and fees, standard charges, and percentage multipliers.

## **15. General Provisions.**

15.1 **Assignment and Successors.** Neither party may transfer or assign its rights or obligations under this Agreement, in part or in whole, without the other party's prior written consent. This Agreement is binding on the heirs, successors, and permitted assigns of the parties hereto.

15.2 **Third Party Beneficiaries.** There are no intended third party beneficiaries to this Agreement.

15.3 **Nondiscrimination.** Consultant shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

15.4 **Choice of Law and Venue.** This Agreement shall be governed by California law, and venue shall be in the Superior Court for the county in which City is located, and no other place.

15.5 **Severability.** If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the Agreement shall remain in full force and effect.

15.6 **Amendment.** No amendment or modification of this Agreement shall be binding unless it is in a writing duly authorized and signed by the parties to this Agreement.



**15.7 Provisions Deemed Inserted.** Every provision of law required to be inserted in this Agreement shall be deemed to be inserted, and this Agreement shall be construed and enforced as though included. If it is discovered that through mistake or otherwise that any required provision is not inserted, or not correctly inserted, this Agreement shall be amended to make the insertion or correction.

**15.8 Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties regarding the subject matter of this Agreement and supersedes all prior written or oral understandings or agreements of the parties.

**15.9 Attachments.** If any provision in any attachment to this Agreement conflicts with or is inconsistent with the provisions set forth in the body of this Agreement, the provisions set forth in the body of this Agreement shall control over the conflicting or inconsistent provisions in the attachment.

**15.10 Waiver.** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

**15.11 Force Majeure.** If either party is delayed or hindered in or prevented from the performance of any act required hereunder because of strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, or other reason beyond the reasonable control of the party delayed, excluding financial inability ("Force Majeure Event"), performance of that act shall be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance shall be extended for an equivalent period. Delays or failures to perform resulting from lack of funds shall not be Force Majeure Events.

**15.12 Headings.** The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

**15.13 Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

**15.14 Authorization.** Each individual executing this Agreement, or its counterpart, on behalf of the respective party, warrants that he/she is authorized to do so and that this Agreement constitutes the legally binding obligation of the entity which he/she represents.

**15.15 Attorneys Fees and Venue for Disputes.** If litigation becomes necessary to enforce the terms and provisions of this Agreement or as a result of any breach by Architect or the City of this Agreement, the prevailing party in any such litigation shall be entitled to recover reasonable attorney's fees and costs. The Humboldt County Superior Court for the State of California shall have exclusive jurisdiction over any dispute arising out of this Agreement or Consultant's provision of Services hereunder, and shall serve as the venue for any such dispute. All parties expressly consent to this designation of jurisdiction and venue.

The parties agree to this Agreement as witnessed by the signatures below:

CITY:

CONSULTANT:

\_\_\_\_\_

\_\_\_\_\_

s/\_\_\_\_\_

s/\_\_\_\_\_

Cheryl Kelly, Mayor

Name/Title

\_\_\_\_\_  
Name/Title [print]

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachments:**

<b>Attachment A:</b>	<b>Scope of Services</b>
<b>Attachment B:</b>	<b>Consultant's Cost Proposal</b>
<b>Attachment C:</b>	<b>Insurance Requirements</b>

## **Attachment A.**

### **City of Trinidad City Engineer**

### **Scope of Services April 9, 2024**

#### **Introduction**

The City of Trinidad has no “in house” City Engineer. Engineering Services to be provided to the City include various engineering reviews, summary memos to the council, inspections, engineering review of building permits and other development related permits, consultation, design, bidding and construction management assistance for various State, Federal and locally funded capital improvement projects and engineering recommendations for maintenance and emergency situations, assistance with funding proposals, and other related City engineering services as requested by the City such as attendance at meetings, representing the City on various technical advisory boards, committees and commissions as appropriate and providing assistance with labor compliance, and developing CEQA/NEPA documentation.

#### **Scope of Services**

Consultant shall perform the following engineering services:

- General consulting
- Inspections
- Project review
- Council, commission(s) and community consultation, scoping and visioning
- Attendance at City meetings, as applicable
- Peer review
- Grant Writing
- Design services, including quantity calculations and engineer’s estimates
- Surveying
- Labor compliance, progress payment review and processing, and claim avoidance
- Design review and permit processing \*(typically done by the City Planner, but may involve City Engineer for some projects)
- Plan check
- CEQA/NEPA review, consultation, and preparation \*(typically done by the City Planner, but may involve City Engineer for some projects)
- Provide engineering recommendations for emergency situations
- Computer or manual drafting
- Design standard review, consultation, and development
- Proposal review and development
- Infrastructure review, design and evaluation
- Consultation to public on a fee recovery basis
- May represent the City on various technical advisory boards, committees, and commissions as appropriate

- Project management, construction engineering and construction inspection for State, Federal and locally funded projects
- Prepare preliminary project development documents, environmental studies, PS&E documents for intersection and corridor enhancement projects, pavement preservation projects, and related items
- Assist in programming and funding efforts of transportation projects, completing Federal or State grant applications

The level of involvement by the contracted Engineer for any specific project will be defined through specific task based scopes of work depending on the requirements of the project. The Consultant shall perform general engineering services as assigned for the Planning & Building, Public Works and Water Departments, as well as work that is in authorized Task Orders depending on funding availability. This Contract does not guarantee that a Task Order shall be issued.

#### **REQUIRED SERVICES**

All work performed under this contract will require approval by the City of Trinidad Contract Administrator for general engineering services and for work issued through Task Orders. A Task Order shall be requested from the Consultant to identify and refine the scope of services prior to issuing the Task Orders. The Task Order shall detail the tasks required for particular projects, schedule, and projected costs. The costs will be based on the specified rates of compensation in the contract. The Contract Administrator shall confer with the consultant to establish the maximum fee, including expenses, for the specific project and to establish the completion date.

The potential projects may vary in scope and size, and may encompass any type of improvement for the public works department and water department. The project location, project limits, purpose, expected results, project deliverables, period of performance, project schedule, and scope of work to be performed shall be described in each Task Order.

To help the City Manager track the efforts of the City Engineer, the following project phases and sub-phases will be set up and used to track time charged and to organize the related charges on invoices:

#### **General Public Works Services**

- City Roads & Sidewalks (includes maintenance, safety, trails, ROW)
- City Buildings
- ASBS & MS4
- Groundwater Monitoring and Modeling
- Public Works Funding Assistance
- Miscellaneous

#### **Development Review (Applicant-Based Projects, formerly Phase 11057 Property Issues)**

- Permit Review Services

#### **Water Services**

- Water System
- Water Rights Assistance
- Water Funding Assistance

For each of the above phases, notes will be provided for each time entry with a description of the work completed. As requested by the City, sub-phases will be set up and tracked for specific projects or assignments so that project specific tasks can be tracked separately, and upon request, invoiced separately.

**Schedule**

Schedules shall be developed on a Task Order basis.



**Cost Proposal for**

# **City Engineering Services**

**City of Trinidad**

**March 25, 2024**

**→ The Power of Commitment**







GHD | City of Trinidad | City Engineering Services | II



## Explanation of Costs and Benefits to the City

Our intent for working with the City of Trinidad through this on-call contract is to provide the City with special discounted rates for routine City Engineering, permitting, and planning related tasks that are typically billed on an hourly as-needed basis.

Our proposed special rates for our project manager and senior leads by discipline working directly under the City Engineering on-call contract are shown on the following page and cover the rates for key staff who typically support the City. We have provided discounted rates for the City for many years. This allows GHD to provide competitive rates and a simple means for completing routine on-call services, such as assistance with smaller regular tasks and unique short-duration assignments. We are providing discounted rates of up to 31% lower than our current standard billing rates. Our discounted rates will be increased 3% annually in January of each calendar year.

Following our list of discounted rates is our 2024 standard fee schedule that applies to all of the rest of our staff over a broad range of geographies and markets in North America. GHD staff have a wide range of skills that are available to meet the needs of any project. Our standard fee schedule provides billing rates to cover our different staff classifications.

GHD's standard fee schedule is updated annually and may include rate increases which will go into effect starting in January of each new year. GHD's standard fee schedule would be used for project-specific work for larger projects that would be contracted separately and are typically outside funded projects. GHD's standard fee schedule will also be used for other GHD staff who may help with an occasional need through the City's on-call contract.

Project-specific work entails projects with separate contracts and task orders that have a defined scope, schedule, and budget. An example of these types of projects are grant-funded projects. For these projects, an overall project budget would be developed for GHD staff, any specialty subconsultants needed, and any other project-related expenses (such as laboratory costs). We work with City staff to develop overall project budgets that match the project needs and schedule so that the budgets are consistent with the project and funding requirements. These larger projects are typically reviewed and approved by the City Council; GHD manages the appropriate staff to complete the agreed upon work within the budget.

There are circumstances in which GHD's services may be subject to prevailing wage requirements, depending on funding source and type of service provided and whether that service falls within the applicable statutory language of the California Labor Code Section 1720(a). GHD would confirm prevailing wage requirements with the City for each project and clarify that in writing.

Finally, we have filled out and included the Inspector General's California Department of Transportation Certification of Indirect Costs and Financial Management System. With this form filled out with approved indirect costs, the Safe Harbor Indirect Cost Rate Program was not required and so not filled out and included.



## Discounted Hourly Rates

Name	Rate
<b>Project Manager</b>	
Steve Allen	\$297
<b>Discipline leads</b>	
Rebecca Crow	\$268
Patrick Sullivan	\$264
Josh Wolf	\$285
Dagan Short	\$264
Stephanie Gould	\$252
Rick Guggiana	\$285
Camille Penny	\$221
Andrea Hilton	\$268
Amber Shows	\$268

Dollar value represents discounted City Engineering rates per hour. Rates have been discounted up to 31%. Our discounted rates will be increased 3% annually in January of each calendar year.



GHD Class	GHD Description	2024 CDN/US Rate
<b>PROFESSIONAL</b>		
A001	Senior Technical Director 1	\$ 430.00
A002	Senior Technical Director 2	\$ 400.00
A003	Senior Technical Director 3	\$ 370.00
A004	Technical Director 1	\$ 335.00
A005	Technical Director 2	\$ 310.00
A006	Senior Professional 1	\$ 280.00
A007	Senior Professional 2	\$ 260.00
A008	Professional 1	\$ 250.00
A009	Professional 2	\$ 215.00
A010	Professional 3	\$ 190.00
A011	Vacationer / Intern	\$ 175.00
<b>CONSULTANT</b>		
V001	Executive Consultant 1	\$ 520.00
V002	Executive Consultant 2	\$ 470.00
V003	Senior Consultant 1	\$ 390.00
V004	Senior Consultant 2	\$ 345.00
V005	Consultant 1	\$ 285.00
V006	Consultant 2	\$ 230.00
V007	Consultant 3	\$ 185.00
<b>TECHNICAL</b>		
B001	Lead Design Technician 1	\$ 395.00
B002	Lead Design Technician 2	\$ 365.00
B003	Lead Design Technician 3	\$ 330.00
B004	Senior Design Technician 1	\$ 300.00
B005	Senior Design Technician 2	\$ 280.00
B006	Design Technician 1	\$ 255.00
B007	Design Technician 2	\$ 240.00
B008	Drafting/Design 1	\$ 230.00
B009	Drafting/Design 2	\$ 195.00
B010	Drafting/Design 3	\$ 180.00
B011	Drafting/Design 4	\$ 170.00
B012	Intern Drafting/Design	\$ 150.00

GHD Class	GHD Description	2024 CDN/US Rate
<b>ADMINISTRATION</b>		
C001	Business Services Manager 1	\$ 350.00
C002	Business Services Manager 2	\$ 310.00
C003	Senior Business Services 1	\$ 230.00
C004	Senior Business Services 2	\$ 200.00
C005	Business Services 1	\$ 175.00
C006	Business Services 2	\$ 165.00
C007	Business Services 3	\$ 120.00
<b>SITE BASED</b>		
S001	Senior Construction Manager	\$ 385.00
S002	Construction Manager	\$ 335.00
S003	Lead Site Engineer/Supervisor	\$ 295.00
S004	Senior Site Engineer	\$ 265.00
S005	Site Engineer	\$ 245.00
S006	Lead Inspector	\$ 235.00
S007	Senior Inspector	\$ 185.00
S008	Inspector / Specialist 1	\$ 160.00
S009	Inspector / Specialist 2	\$ 140.00
S010	Clerk / Specialist 3	\$ 135.00
S011	Senior Site Manager 1	\$ 160.00
S012	Senior Site Manager 2	\$ 150.00
S013	Senior Site Manager 3	\$ 135.00
S014	Senior Site Manager 4	\$ 125.00
S015	Operator/Labourer 1	\$ 115.00
S016	Operator/Labourer 2	\$ 110.00
S017	Operator/Labourer 3	\$ 90.00
<b>PROJECT SUPPORT</b>		
D001	Project Support Manager 1	\$ 420.00
D002	Project Support Manager 2	\$ 395.00
D003	Senior Project Support 1	\$ 350.00
D004	Senior Project Support 2	\$ 300.00
D005	Project Support 1	\$ 265.00
D006	Project Support 2	\$ 245.00
D007	Project Support 3	\$ 225.00
D008	Project Support 4	\$ 205.00
D009	Project Support 5	\$ 175.00
D010	Project Support 6	\$ 115.00



## 2024 Rate Schedule Notes

- 1) Rates are for employees of GHD companies.
- 2) An administration fee will apply to all invoices to cover in-house disbursements (Associated Project Costs) on a project. This will be charged at a rate of either:
  - 6% of total professional fees
  - Hourly rate of CAD \$7.50 or USD \$6.50
- 3) All travel will be invoiced at economy class rates. Lodging and meal expenses will be at cost plus agreed markup unless a per diem rate is negotiated.
- 4) All other project related disbursements, expenses and subcontractor costs will be invoiced with a markup of 15%.
- 5) Fee schedule is subject to change annually.
- 6) Leased and personnel vehicles, field equipment and disposable field supplies will be invoiced at established rates. Personal vehicle mileage rates will be charged in accordance with government regulated standard rates.
- 7) The above items are subject to funder requirements and limitations for task orders with funding from other agencies.



# Inspector General

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California Department of Transportation

## Certification of Indirect Costs and Financial Management System

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required)

Consultant's Full Legal Name: GHD Inc

**Important:** Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

### Indirect Cost Rate (ICR):

Combined Rate: 174.21 Or

Home Office Rate: \_\_\_\_\_ and Field Office Rate (if applicable): \_\_\_\_\_

Facilities Capital Cost of Money (if applicable): 0.23

**Fiscal Period:**\* 7/1/2021 - 6/30/2022

\* Fiscal period is annual one year applicable accounting period that the ICR was developed (not the contract period). The ICR is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an ICR(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the ICR(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31).
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31.
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on the Financial Document Review Request form.

### Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in [Title 23 United States Code \(U.S.C.\) Section 112\(b\)\(2\); 48 CFR Part 31.201-2\(d\); 23 CFR, Chapter 1, Part 172.11\(a\)\(2\)](#); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirements.

### Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

### All A&E Contract Information:

- Total participation amount 19,800,800.00 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 48
- Years of consultant's experience with 48 CFR Part 31 is 15+
- Identify the type of audits listed below that the consultant has had performed (if applicable):

Cognizant ICR Audit ☐

Local Govt ICR Audit ☐

Caltrans ICR Audit ☒

CPA ICR Audit ☒

Federal Govt ICR Audit ☐

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the ICR Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name:\*\* Raul Rosa Casado

Title:\*\* Controller, North America

Signature: Raul Rosa Digitally signed by Raul Rosa  
Date: 2023.11.28 11:52:23 -05'00'

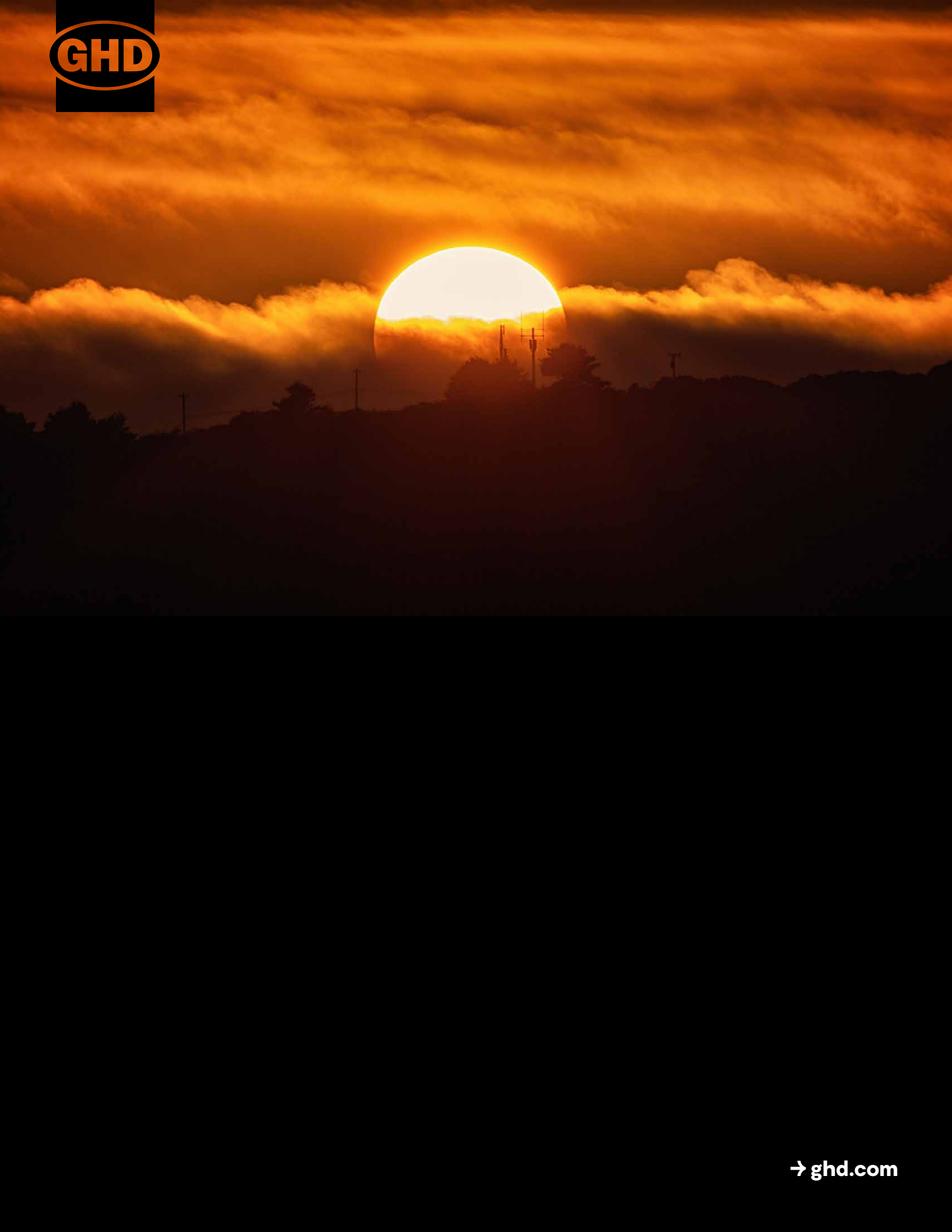
Date: 11/28/2023

Phone:\*\* (201) 247-6969

Email:\*\* raul.rosa@ghd.com

\*\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: Both prime and subconsultants as parties of a contract must complete their own forms. Caltrans will not process local agency's invoices until a complete form is accepted and approved by the Independent Office of Audits and Investigations.



## **Attachment C**

### **Insurance Requirements for Professional Services**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

#### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(Not required if consultant provides written verification it has no employees)

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

#### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations

performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.

General liability coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as one of the following ISO ongoing operations Forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; **and** one of the following ISO completed operations Forms: CG 20 37, CG 20 39 (not allowed from subcontractors), or CG 20 40.

### **Primary Coverage**

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

### **Notice of Cancellation**

Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance.

### **Waiver of Subrogation**

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

**Commented [RPH1]:** This may be edited slightly.



**Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

**Verification of Coverage**

Consultant shall furnish the City with Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them.

**Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

**Special Risks or Circumstances**

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



## **CONSENT AGENDA ITEM 5**

### **SUPPORTING DOCUMENTATION ATTACHED**

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5. Resolution 2024-04; Authorizing the Processing of a Consolidated Coastal Development Permit by the California Department of Transportation (CALTRANS) to Replace Drainage Infrastructure Along State Highway 101 In the City of Trinidad.

**CONSENT AGENDA ITEM**  
**April 9, 2024**

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**Item: Caltrans Humboldt 101 Drainage North Coastal Development Permit (CDP)**  
**Consolidation Request**

**Project**

The project involves rehabilitation of 51 drainage systems on Highway 101 in Humboldt County, including one within Trinidad City Limits. The primary purpose of the project is to repair failing drainage systems to preserve the roadway and prevent damage from storm events. Caltrans' Culvert Inspection Program has identified these locations with drainage facilities that have exceeded their design life, need repair, and/or do not meet capacity standards. Proposed work includes replacement of culverts, downdrains, drainage inlets, headwalls, end walls, retaining walls, installation of rock slope protection (RSP) and rock-lined ditch. Existing culverts would be replaced in-kind or upsized based on hydraulic conditions.

Specifically in Trinidad, the project involves replacement of the drain inlet at the end of the southbound offramp at the intersection with Main Street, replacement of the culvert that crosses Main Street and replacement and upgrade of the outlet, which includes replacing the headwall and addition of a new gravel filter and rock slope protection. This outlet drains through a ditch and into a storm drain that is owned and maintained by the City. Originally, Caltrans was going to increase the size of their drain inlet and culvert in order to meet their current design standards. However, the City Engineer had concerns about the increased size, which could convey stormwater more quickly into the City's drainage system, potentially overwhelming it. Therefore, the City requested additional information from Caltrans, including hydrologic modeling of the system and a drainage analysis. Instead, Caltrans elected to replace the inlet and culvert with ones of the same size.

However, the City storm drain system that the Caltrans drain connects to discharges into Parker Creek, which in turn discharges adjacent to the Trinidad Head ASBS/SWQPA. Due to the possibility that the mouth of the creek could migrate to discharge within the ASBS or that the State could enact new regulatory requirements for discharges adjacent to an ASBS, the City requested that Caltrans agree with a shared responsibility to comply with any future regulatory requirements. These could involve the need for water quality testing or other regulatory compliance requirements that could impact the combined City and Caltrans stormwater drainage system.

City staff met with Caltrans staff on April 2, 2024 to discuss the issue. Caltrans does not commonly enter into formal agreements with local jurisdictions. However, they do commonly share responsibility for regulatory requirements when warranted. In most shared systems, a Caltrans pipe connects directly to a City's pipe, and therefore, any regulatory agency would require compliance from both entities. This case is a bit difference because the drainage systems are connected by a ditch rather than a pipe. This

might give Caltrans the room to install their own treatment if necessary. And it might make responsibilities unclear to regulatory agencies in the future. Caltrans is willing to write a letter acknowledging that they are discharging to the City's system. Steve and I agreed that this should be enough for the City to document that Caltrans is also a responsible party should the need arise in the future. This approach will avoid the need to get lawyers involved as with a more formal document.

### **Coastal Development Permit**

Caltrans District 1 (which Trinidad is in) is responsible for obtaining CDPs for the project. However, the project falls within multiple coastal jurisdictions. Section 30601.3 of the Coastal Act allows for a consolidated CDP process in cases where projects cross the Coastal Commission's permitting jurisdiction and the jurisdiction of a local government with a certified LCP, such as is the case here, since the Commission retains permitting jurisdiction in multiple areas within Caltrans District 1. A consolidated CDP will assist Caltrans in meeting their project timeline while reducing the burden on local governments and ensuring a smoother, more consistent approach to reviewing this project for compliance with the Coastal Act. Trinidad's certified LCP would also serve as guidance during such a consolidated CDP review.

### **City Approval**

Caltrans is requesting the City of Trinidad's approval to allow the consolidated CDP to proceed for the portion of the project within the City. Because the project is located on State land, local regulations do not generally apply, and the City's review would be limited to Coastal Act/LCP issues. It is unlikely that this project would impact City residents or coastal resources any more than standard Caltrans maintenance. There is nothing in the LCP that would conflict with the project or require conditions of approval that will not be covered by the Coastal Commission's review of the project. Therefore, staff recommends approval of the consolidation request with the condition that Caltrans write a letter as described above for the City to keep on file for future reference. In speaking with Coastal Commission staff, if Caltrans submits their letter with the CDP application, it will satisfy the condition and will not cause any delays in the project.

### **Attachments**

- Resolution 2024-04
- Letter from Caltrans requesting consolidation
- Pages from Humboldt 101 Drainage North project plans

### **Recommended Action:**

Approve Resolution 2024-04 and direct staff to write a letter transmitting the resolution authorizing the CDP consolidation.



**RESOLUTION NO. 2024-04**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TRINIDAD AUTHORIZING THE PROCESSING OF A CONSOLIDATED COASTAL DEVELOPMENT PERMIT BY THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) TO REPLACE DRAINAGE INFRASTRUCTURE ALONG STATE HIGHWAY 101 IN THE CITY OF TRINIDAD**

**WHEREAS**, the Coastal Act was amended by Senate Bill 1843 effective January 1, 2007, which allows for a consolidated permitting process for projects for which the Coastal Development Permit (CDP) authority is shared by a local government and the California Coastal Commission; and

**WHEREAS**, SB 1843 requires that the applicant, the local government, and the California Coastal Commission agree to the consolidation; and

**WHEREAS**, the California Department of Transportation (Caltrans) seeks to replace outdated drainage infrastructure along State Highway 101 within District 1, which is under the coastal development permit authority of both the City of Trinidad and the California Coastal Commission and other jurisdictions, and would otherwise require a coastal development permit from the City of Trinidad and from the California Coastal Commission and other local jurisdictions for the improvements located within each jurisdiction; and

**WHEREAS**, pursuant to Public Resources Code Section 30601.3, added by SB 1843, consolidation may only proceed where public participation is not substantially impaired by the consolidation; and

**WHEREAS**, public participation will not be substantially impaired as the California Coastal Commission will hold a public hearing, which may be attended by all interested parties (by either being present during a properly noticed California Coastal Commission meeting or by timely submitting comments in advance of a meeting), and the consolidation of the permit process will allow for this project which involves replacement of outdated drainage infrastructure along State Highway 101 within District 1, to be evaluated in its entirety.

**WHEREAS**, the drainage infrastructure being replaced by Caltrans in Trinidad outlets to a drainage pipe owned and maintained by the City of Trinidad, which drains into Parker Creek which outlets adjacent to the Trinidad Head Area of Special Biological Significance/State Water Quality Protection Area, and the City desires to ensure that Caltrans acknowledges a shared responsibility to address potential future regulatory requirements that could involve the need for water quality testing or other regulatory compliance requirements that could impact the combined City and Caltrans stormwater drainage system.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Trinidad authorizes the California Coastal Commission to accept and process a consolidated Coastal Development Permit application for Caltrans to replace drainage infrastructure along State Highway 101 within District 1 with the following condition:

1. Caltrans will write a letter to the City acknowledging that their drainage outlets to the City's storm drain system thereby acknowledging a shared responsibility for any future regulatory requirements that may be placed on the system.

**PASSED AND ADOPTED** by City of Trinidad, on this 9th day of April, 2024 on the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

Attest:

Gabriel Adams, City Clerk

Cheryl Kelly, Mayor

**DEPARTMENT OF TRANSPORTATION**  
NORTH REGION ENVIRONMENTAL  
1656 UNION STREET  
EUREKA, CA 95501  
(707) 572-7039  
[www.dot.ca.gov](http://www.dot.ca.gov)  
TTY 711



*Making Conservation  
a California Way of Life.*

October 25, 2023

Eli Naffah, City Manager  
City of Trinidad Planning and Building Services  
409 Trinity Street PO Box 390  
Trinidad, CA 95570

**SUBJECT: Humboldt 101 Drainage North**  
**Humboldt County, U.S. Highway 101, PMs 56.60 to 137.10**  
**Project 01-0H650, EFIS 0117000246**

Dear Mr. Naffah:

The California Department of Transportation (Caltrans) is requesting consolidation of the Coastal Development Permit (CDP) required for the *Humboldt 101 Drainage North Project* (01-0H650), which proposes to rehabilitate 51 drainage systems on U.S. Highway 101 in Humboldt County from post miles (PMs) 56.60 to 137.10. The City of Trinidad can recommend to the Executive Director of the California Coastal Commission consolidation of Coastal Development Permit (CDP) applications for projects that span both the Local and State's permit jurisdiction. This project spans through various Local jurisdictions, Appeal zones, as well as State jurisdiction. Proposed work would include replacement of culverts, downdrains, drainage inlets, headwalls, end walls, retaining walls, installation of rock slope protection (RSP) and rock-lined ditch. Existing culverts would be replaced in-kind or upsized based on hydraulic conditions.

The primary purpose of the project is to preserve the roadway and prevent damage from storm events by repairing failing drainage systems. As the Culvert Inspection Program identified locations with drainage systems that have exceeded their design life, need repair, and/or do not meet capacity standards, the project is needed to prevent potential roadway damage resulting from drainage system failures.

Caltrans has prepared a Natural Environment Study (NES); Water Quality Assessment Report; Visual Impact Assessment; Hazardous Waste Assessment (Initial Site Assessment); Traffic, Noise, and Air Quality Impact Assessment; Energy, and Greenhouse Gas Assessment; and Cultural Scoping Memo for the project areas. Based on the work involved, significant impacts to sensitive resources are not expected.

*"Provide a safe and reliable transportation network that serves all people and respects the environment"*

California Department of Transportation — North Region Environmental

District 1  
1656 Union Street, Eureka, CA 95501

District 2  
1657 Riverside Drive, Redding, CA 96001 (DO)  
1031 Butte Street, Redding, CA 96001 (W. Venture)

District 3  
703 B Street, Marysville, CA 95901

A CEQA Initial Study with Negative Declaration and a NEPA Categorical Exclusion 23 CFR 771.117(c) (26) have been prepared for this project. Additional information about the project can be found at:

<https://dot.ca.gov/caltrans-near-me/district-1/dl-projects/dl-humboldt-101-drainage-north>.

If you have questions or need additional information, please contact Terra McAuliffe at [Terra.McAuliffe@dot.ca.gov](mailto:Terra.McAuliffe@dot.ca.gov) or (707) 684-9805.

Sincerely,



Jason Meyer  
North Region Environmental—Branch Chief—E3

Enclosures:    1.      Local Agency Review Form (Appendix B)  
                     2.      Coastal Jurisdiction Map  
                     3.      Design Plan Set

*"Provide a safe and reliable transportation network that serves all people and respects the environment"*

California Department of Transportation — North Region Environmental

---

District 1  
1656 Union Street, Eureka, CA 95501

District 2  
1657 Riverside Drive, Redding, CA 96001 (DO)  
1031 Butte Street, Redding, CA 96001 (W. Venture)

District 3  
703 B Street, Marysville, CA 95901













Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER

APPROVAL

DATE

No.

Exp.

CIVIL

STATE OF CALIFORNIA

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

**DRAINAGE PLAN**  
SCALE: 1" = 20'  
**D-39**





## **CONSENT AGENDA ITEM 6**

### **SUPPORTING DOCUMENTATION ATTACHED**

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6. Approval of the Tristan Cole Subdivision & Coastal Development Permit (CDP-2023-09) to Split a 1.75 acre parcel on Berry Road into two parcels, Finding the Project Consistent with the City's LCP and other Applicable Regulations.

## DISCUSSION AGENDA ITEM

April 9, 2024

---

**Item: Cole 2023-09: Subdivision & Coastal Development Permit (CDP) (2023-09) to split one 76,040 sq. ft. (1.75-acre) parcel into two parcels of 55,291 sq. ft. (1.27 acres) and 20,749 sq. ft. (0.48 acres).**

### **Project Summary**

The project, located on Berry Road, involves a subdivision of an already developed parcel into two parcels as described in the attached staff report. The applicant is also proposing to redevelop the newly created parcel by removing an existing, detached garage and a portion of an existing driveway and constructing a 1,252 sq. ft. 2-story, 2-bedroom residence with a 780 sq. ft. detached garage and new 2-bedroom septic system. The redevelopment project has been approved by the Planning Commission as a separate project pending approval of the subdivision. As noted in the attached staff report, subdivisions require approval by the City Council after recommendation by the Planning Commission pursuant to Section 16.04.110.

### **Public Comment**

There was one public comment during the Planning Commission hearing on this project. A neighbor commented that they hoped that construction of the proposed improvements (project #2023-10) would be limited in days and hours to maintain the quiet atmosphere of the neighborhood. However, they did not object to the project, and the comments were directed to the design review application rather than the subdivision. The applicant responded that they would be doing some of the work themselves, so including weekends, but offered to work with the neighbor to minimize noise impacts during key times.

### **Staff/Planning Commission Recommendation**

As described in the attached staff report, both staff and the Planning Commission found that the project meets all applicable requirements and recommend approval of the project as condition in the staff report. If the City Council agrees with the analysis and recommendation, then the project may be approved with the following motion.

Based on the information submitted in the application, included in the staff report and public testimony at the hearings, I find that the project is consistent with the City's LCP and other applicable regulations, and I move to adopt the information and findings in the staff report and approve the subdivision as submitted and as conditioned in therein.

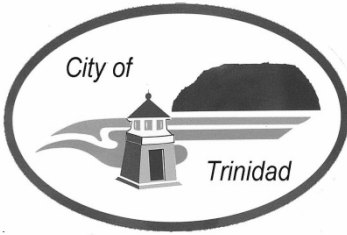
### **City Council Alternatives**

If the City Council does not agree with staff's analysis or the Planning Commission's recommendation, or if information is presented during the hearing that conflicts with the information contained in the staff report, the City Council has several alternatives.

- A. Add conditions of approval to address any specific concerns on the part of the Commission or the public.
- B. Delay action / continue the hearing to obtain further information.
  - In this case, the City Council should specify any additional information required from staff or the applicant and / or suggestions on how to modify the project and / or conditions of approval.
- C. Denial of the project.
  - The City Council should provide a motion that identifies the Finding(s) that cannot be made and giving the reasons for the inability to make said Finding(s).

**Attachments**

- Planning Commission Staff Report
- Existing Site Plan
- Preliminary Parcel Map/Proposed Site Plan



Filed: November 15, 2023  
Staff: Trever Parker  
Staff Report: February 21, 2024  
Hearing Dates: March 20 / April 9  
Commission Action: Recommend Approval  
City Council action:

## **STAFF REPORT: CITY OF TRINIDAD**

**APPLICATION NO:** 2023-09

**APPLICANT (S):** Tristan Cole

**AGENT:** NA

**PROJECT LOCATION:** 117 Berry Road

**PROJECT DESCRIPTION:** Subdivision & Coastal Development Permit (CDP) (2023-09) to split one 76,040 sq. ft. (1.75-acre) parcel into two parcels of 55,291 sq. ft. (1.27 acres) and 20,749 sq. ft. (0.48 acres). Proposed Parcel 1 is developed with an 1,840 sq. ft., 1-story, 3-bedroom, single-family residence with a 680 sq. ft. garage. Proposed Parcel 2, the smaller parcel, is developed with a 1,380 sq. ft. garage/shop and large driveway (~2,880 sq. ft.).

**ASSESSOR'S PARCEL NUMBER:** 515-331-039

**ZONING:** SR – Suburban Residential

**GENERAL PLAN DESIGNATION:** SR – Suburban Residential

### **ENVIRONMENTAL REVIEW:**

Statutorily exempt per CEQA Guidelines §15183 exempting projects that are consistent with the development density established by existing zoning or general plan policies for which an EIR was certified. Categorically exempt per CEQA Guidelines § 15315 exempting minor land divisions creating four or fewer parcels and/or § 15332 exempting in-fill development projects. While the subdivision does not clearly fit into every specification of the exemptions, it meets the general intent of the exemptions and recent actions by the legislature to streamline projects that create housing. The project is consistent with the City's LCP and will be consistent with surrounding land uses and densities. There is no evidence that any of the exceptions to the exemptions apply or that significant impacts will result from the project.

## **APPEAL PERIODS & STATUS:**

Planning Commission action on a Coastal Development Permit, Conditional Use Permit, and/or Design Review approval application will become final 10 working days after the date that the Coastal Commission receives a “Notice of Action Taken” from the City unless an appeal to the City Council is filed in the office of the City Clerk within that time.

Furthermore, this project is **X** / ~~is not~~ appealable to the Coastal Commission per the City’s certified LCP, and may be appealable per Section 30603 of the Coastal Act. Final action by the City on an appealable Coastal Development Permit will not become effective until 10 working days after the local appeal period has run out and no valid appeal has been filed with the Coastal Commission within that time.

## **SITE CHARACTERISTICS:**

The project is located on an approximately 1.75-acre (76,040 sq. ft.) lot that is located on the north side of Berry Road and addressed as 117 Berry Road, Trinidad. The existing site is developed with a three-bedroom, single-story residence, and two detached garages with access from Berry Road. The development is served with City water and an onsite wastewater treatment system (OWTS). The developed area near Berry Road is relatively flat to gently sloped, but the northern portion of the site drops steeply towards Mill Creek, which is located as close as 50 ft. north of the property boundary. The slope is heavily forested, primarily with second growth redwoods. A PG&E power line bisects the property. An undeveloped City easement also bisects the property, which provided access to Mill Creek from the old water tank property, which has since been dismantled and sold.

## **STAFF COMMENTS:**

Note that there are two separate projects being proposed concurrently. Each project requires a separate analysis, motion, and conditions, and therefore, separate application numbers and staff reports. This project, 2023-09, involves only the subdivision of one parcel into two parcels. The subdivision approval process entails a recommendation from the Planning Commission with final approval by the City Council.

The proposed residential improvements (2023-10) are not necessarily dependent on approval of the subdivision. Alternatively, the applicant could propose a second unit on the existing lot without subdividing it under the existing regulations. After the subdivision, Parcel 2 would be too small for a second dwelling under the existing regulations. Parcel 1 would be large enough, but there may or may not be room for another dwelling within the buildable portion of the lot. Passage of the City’s ADU ordinance would increase the allowance for additional units but would not increase the developable area of the lots. Therefore, it is difficult to predict exactly how much the subdivision will increase the development potential compared to existing conditions.

### Project Summary

The proposed project is located on a property that was part of a subdivision completed in 1974 that created 3 lots before being subsequently annexed into the City of Trinidad. The current project will create two lots; Parcel 1 (1.27 acres or 55,291 sq. ft.) will continue to be used by the project applicant and owner as a residential lot, developed with an existing house and garage. Parcel 2 (0.48 acres or 20,749 sq. ft.) is proposed to be redeveloped as part of a separate application that entails removing the existing garage and a portion of the driveway to construct a new residence and detached garage. Parcel 2 will utilize City water service, and an onsite wastewater treatment system (OWTS) has been designed with a primary leachfield and a suitable reserve area for a two-bedroom residence. As conditioned, the proposed project complies with all applicable requirements of the City's LCP and other regulations.

### Referrals

Referrals were sent to the City Engineer, Building Inspector, Public Works, Humboldt County Division of Environmental Health (DEH), Humboldt County Planning and Building, the CA Coastal Commission, the CA Department of Fish & Wildlife (CDFW), Trinidad Rancheria, Yurok Tribe, and the Tsurai Ancestral Society. Included in the referrals as applicable were the submitted project description, site plan, Preliminary Map, plans for the new residence and garage, and other supporting information as applicable, including the Preliminary Title Report, OWTS report, R1 soils report, and a Habitat Assessment conducted on the subject property.

The City Engineer noted that the applicant will need to provide a Parcel Map (§ 16.12.050), closures, and reference documents for the subdivision. DEH noted that the OWTS testing and design meet their requirements. Public Works, the Building Inspector, the Coastal Commission, Humboldt Planning and Building, and the tribal entities (Trinidad Rancheria, Yurok Tribe, and the Tsurai Ancestral Society) did not respond to the referral.

The CDFW commented on the development aspects of the project, primarily tree removal, which are further addressed as part of the redevelopment application. In summary, after a site visit and with the requirement to avoid active nests, they have no further concerns.

### Potential Conflicts of Interest

Commissioner Hopkins owns property approximately 100 feet north of the subject parcel across Mill Creek. There is a presumed material financial conflict of interest due to proximity within 500 feet of a project. When there is a presumed conflict of interest, the Commissioner must either recuse themselves, or rebut the presumption by showing that it is not reasonably foreseeable that the decision will have any kind of financial effect on the Commissioner's economic interests. In this case, Commissioner Hopkins' chose to recuse himself from participating in this decision.

No City Councilmembers own property within 500 ft. of the project, so there is no presumed conflict of interest.



## **SUBDIVISION ORDINANCE CONSISTENCY**

This subdivision is subject to the City's Subdivision Ordinance (Title 16 of the Municipal Code). The project constitutes a minor subdivision, which is four parcels or fewer. Minor subdivisions require a Preliminary Map for the application and approval process, and a Parcel Map for final (staff level) approval and recordation (§ 16.08.020). The Preliminary Map and other materials that were submitted meet the minimum requirements of Chapters 16.12 (Form and Contents of Maps) and 16.16 (Applications for Subdivisions). As a condition of approval, the Parcel Map will have to conform to the requirements of §16.12.040-060 and the Subdivision Map Act; the City Engineer must certify the Parcel Map prior to recordation.

The Planning Commission has the responsibility of reviewing subdivisions and recommending approval, conditional approval, or denial of the project to the City Council (§ 16.04.100). The City Planner has the responsibility to "determine if a proposed subdivision and its improvements comply with the provisions of this title, [the Zoning Ordinance], the general plan and with the Subdivision Map Act" (§ 16.04.090). The City Engineer has the responsibility of specifying development standards as needed, approving subdivision improvements, and certifying subdivision maps (§ 16.04.080). The City Council will review and take final action on the subdivision after the Planning Commission makes a recommendation (§ 16.04.110).

Chapter 16.32 deals with dedications and improvements. No streets are required to be dedicated, no construction of streets, or sidewalks or other utilities is required, and no public access or open space easement is required; therefore, this chapter does not apply. Section 16.16.150 requires the applicant to enter into an agreement with the City to complete all required conditions / improvements prior to recordation of the Parcel Map. However, the Council may waive this requirement if deemed unnecessary. In this case, since no improvements, service extensions, or dedications are required, the requirement can be found to be unnecessary.

## **ZONING ORDINANCE / GENERAL PLAN CONSISTENCY**

The property where the project is located is zoned SR – Suburban Residential in the Trinidad Zoning Ordinance and General Plan. The purpose of this zone is to allow low-density residential development consistent with neighboring densities and compatible with any physical or environmental site limitations. Single-family residences are a principally permitted use. The minimum lot size allowed in the SR zone is 20,000 sq. ft., and the maximum density is one dwelling per 20,000 sq. ft. (§17.28.040 and 17.28.050). The proposed project requests a subdivision of one 1.75-acres parcel into two parcels. Parcel 1 will be 55,291 sq. ft. (1.27 acres) and Parcel 2 will be 20,749 sq. ft. (0.48 acres), which is greater than the minimum parcel size within the SR zone. All future development will be required to conform to the setback, height, density, and all other applicable requirements of the SR zone.

Note that there is a discrepancy between the lot dimensions and area as recorded in the Assessor's Office and what is actually on the ground. The applicant was able to locate all but one property corner. The distances and areas indicated on the site plan are as measured on the ground. The recorded measurements are included in parentheses. As measured on the ground, the property is slightly larger by about 3,730 sq. ft. It is likely that the on-ground measurements are more accurate. But to ensure that Parcel 2 meets the minimum lot size, that has been included as a condition of approval. The northern portion of the proposed lot line could be adjusted as needed in order to adjust the square footage if necessary, without affecting the proposed development.

The northern approximately 80 feet of what is proposed to be Parcel 1 is designated as being of questionable stability on Plate 3 of the General Plan; Parcel 2 is within the mapped stable area. The project is consistent with General Plan Policies (No's 2-6) and Zoning Ordinance § 17.28.090 intended to protect unstable slopes and avoid or mitigate geologic hazards by completing a through geologic and soils investigation and proposing future development outside of geologic hazard areas. Slope stability and other geologic issues are further discussed below in that section. The proposed subdivision is consistent with General Plan Policy 11 by providing ample area for development, OWTS, etc.

The proposed project will be served by City water, and, based on the Water Demand Assessment prepared in 2018, there is adequate capacity at the City's water plant to serve the parcel, consistent with General Plan Policy 12. The project is consistent with the other applicable water and septic policies of the General Plan. Mill Creek is located at varying distances north of the subject parcel, with the closest point being approximately 30 ft. away. Future development will not be within 100 feet of the creek, consistent with General Plan Policy 15. Habitat is further discussed in that section below.

No new streets are proposed or needed as part of this project. Both the proposed parcels will have more than 25 ft. of street frontage on Berry Road consistent with General Plan Policy 36 and Zoning Ordinance § 17.56.080. General Plan Policy 50 encourages subdivisions within the intensive growth area, which this project is located in, in order to provide additional housing. Future development will be consistent with housing policies of the General Plan. General Plan policies relating to commercial and recreational development do not apply to this project. The project is not near any historical structures or properties.

The Trinidad General Plan and Zoning Ordinance protect important public coastal views from roads, trails and vista points and private views from inside residences located uphill from a proposed project from significant obstruction. The project site does not appear to be readily visible from any public viewpoints or any residences located upslope or behind. The subdivision itself will not affect views, and future development will be subject to Design Review approval. Neighbors have been notified and can submit comments or speak at the hearing.

## **SLOPE STABILITY/GEOLOGIC HAZARDS:**

The northernmost approximately 80 ft. of what is proposed to be Parcel 1 is mapped as being of questionable stability on Plate 3 of the General Plan; however, no development is proposed in that area. The property is not within the Alquist-Priolo Fault Hazard Special Study Zone. A preliminary (R1) soils report (Foundation Soils Investigation and Geologic Hazard Evaluation Report, SHN, 2023) was prepared by a certified engineering geologist for the subdivision and proposed future development in accordance with § 16.16.050. The report found no evidence of recent (since 1993) slope instability on the property and found that development can occur as proposed “so as to neither be subject to, nor contribute to slope instability.” No other hazards were identified. There are unconsolidated fill soils on the project site that require special considerations in grading and foundation design. All the recommendations of the R1 report have been included as conditions of approval. In addition, a notice of development plan is proposed to be recorded on the deed for future development on this property. Although redevelopment is being proposed concurrently, the applicant could decide not to construct the project and sell the parcel once the Parcel Map is recorded.

## **GRADING / DRAINAGE / STORMWATER:**

Grading and drainage are more thoroughly addressed as part of the development application. The soils and geologic report found that Parcel 2 can be safely redeveloped. All recommendations of the report will be required to be followed as part of future development.

## **SEWAGE DISPOSAL:**

Although the subdivision itself will not change or require wastewater disposal, the City must ensure that the new parcel is able to accommodate future development. Soils testing and an OWTS design were developed for the project by a Certified Engineering Geologist. The proposed septic system layout for a 2-bedroom residence has been shown on the plot plan. Removal of a portion of the existing driveway will occur to accommodate installation of the OWTS. Proposed improvements include a new 1,200-gallon tank with a 750-gallon pump vault and 140 ft. of leachlines with a reserve area, to accommodate a new residence (up to 2 bedrooms). In addition, a reserve area for the existing 3-bedroom residence has been designated. In response to the referral, DEH commented that the proposed design meets testing, sizing, and setback criteria. The development project has been conditioned on following the recommendations of the OWTS Design Report.

## **LANDSCAPING AND HABITAT:**

No new landscaping is proposed as part of the subdivision. Tree removal is proposed as part of the redevelopment of Parcel 2 and is further discussed in that staff report. The northern, steeper portion of the lot is heavily forested with second growth redwood. No

rare or special status plants were found on the site. But the forest habitat qualifies as redwood forest with sword fern association, which is designated as a sensitive natural community and is therefore a protected environmentally sensitive habitat area (ESHA). The boundary of the ESHA is shown on the Preliminary Parcel Map, and the notice of development plan that will be recorded will include the boundary with the requirement that future development stay outside of the ESHA.

## **STAFF/PLANNING COMMISSION RECOMMENDATION**

Based on the above analysis, including the finding that the proposed subdivision complies with the provisions of the City's Subdivision and Zoning Ordinances, the Trinidad General Plan and with the Subdivision Map Act as conditioned below, the proposed project was found to be consistent with the City's Local Coastal Program and other applicable regulations. The Planning Commission agreed with staff's analysis, and recommended approval of the project with the following motion:

Based on the information submitted in the application, included in the staff report and public testimony at the hearing, I find that the project is consistent with the City's LCP and other applicable regulations, and I move to recommend that the City Council adopt the information and findings in the staff report and approve the subdivision as submitted and as conditioned in therein.

## **CITY COUNCIL ALTERNATIVES**

If the City Council does not agree with staff's analysis or the Planning Commission's recommendation, or if information is presented during the hearing that conflicts with the information contained in the staff report, the City Council has several alternatives.

- A. Add conditions of approval to address any specific concerns on the part of the Commission or the public.
- B. Delay action / continue the hearing to obtain further information.
  - In this case, the City Council should specify any additional information required from staff or the applicant and / or suggestions on how to modify the project and / or conditions of approval.
- C. Denial of the project.
  - The City Council should provide a motion that identifies the Finding(s) that cannot be made and giving the reasons for the inability to make said Finding(s).

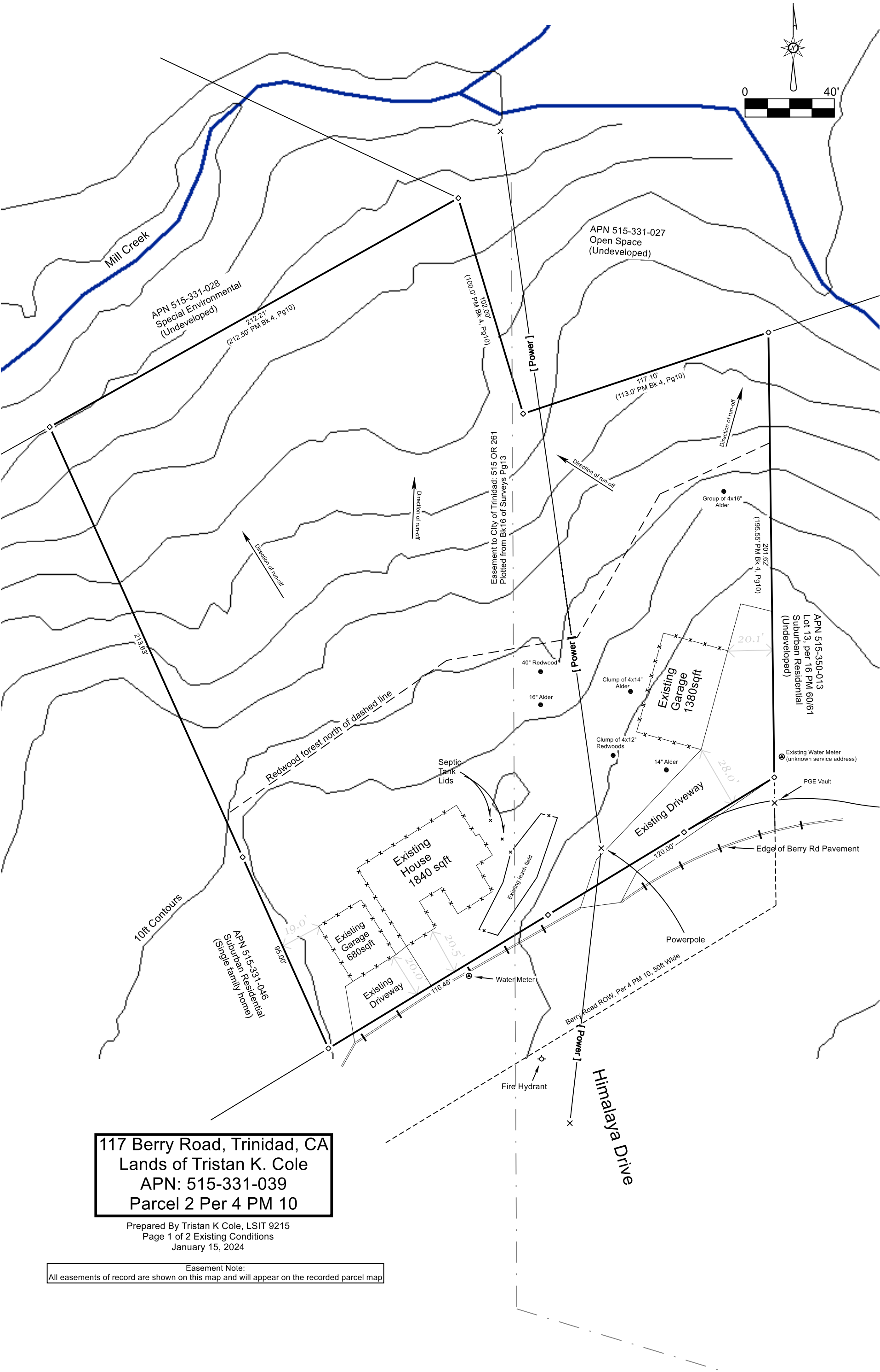
## **CONDITIONS OF APPROVAL**

1. The applicant is responsible for reimbursing the City for all costs associated with processing the application. *Responsibility: City Clerk to verify prior recordation of the Parcel Map.*

2. Based on the findings that community values may change in a year's time, subdivision approval is for a one-year period starting at the effective date and expiring thereafter if a Parcel Map has not been recorded unless an extension is requested from the Planning Commission prior to that time. *Responsibility: City Clerk to verify prior to recordation of the Parcel Map.*
3. The applicant shall comply with any recommendations and requirements of the City Engineer. As part of their review, the City Engineer shall ensure that both parcels are at least 20,000 sq. ft. in area. *Responsibility: City Engineer to verify prior to certification of the Parcel Map.*
4. The Parcel Map shall conform to the requirements of TMC §§ 16.12.040-16.12.060 and any other applicable requirements of the Subdivision Map Act (Government Code §§ 66444-66450). *Responsibility: City Engineer to verify prior to certification of the Parcel Map.*
5. The applicant shall submit a development plan to the City in a form approved by the City Planner that includes all recommendations made in the November 8, 2023 Foundation Soils Investigation and Geologic Hazard Evaluation Report by SHN, and the June 27, 2023 OWTS Design Report by SHN, and that indicates the ESHA boundary as shown in the September 2023 Habitat Assessment by T. Cole with a statement that no development shall occur within the ESHA. Subsequent reports and analysis may supersede these requirements. A Notice of Development Plan, in a form approved by the City Attorney, shall be recorded on the deeds of both the newly created parcels (Parcel 1 and Parcel 2). The development plan shall be kept on file with the City of Trinidad. *Responsibility: City Engineer to confirm prior to certification of the Parcel Map.*

## ATTACHMENTS

- Existing Site Plan
- Preliminary Parcel Map/Proposed Site Plan



117 Berry Road, Trinidad, CA  
Lands of Tristan K. Cole  
APN: 515-331-039  
Parcel 2 Per 4 PM 10

Prepared By Tristan K Cole, LSIT 9215  
Page 1 of 2 Existing Conditions  
January 15, 2024

Easement Note:  
All easements of record are shown on this map and will appear on the recorded parcel map





## **CONSENT AGENDA ITEM 7**

### **SUPPORTING DOCUMENTATION ATTACHED**

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7. Task Order Amendment 02 for the PW Trinidad HSIP Cycle 10 Project to Reference the new Professional Services Master Agreement Between GHD and the City of Trinidad Executed on April 09, 2024.





Reference No. 12572181

**Amendment to  
Task Order Agreement between Client and Consultant**

Amendment No. 2 to original Task Order No.1 Agreement effective on December 22, 2021, between GHD Inc. (Consultant) and City of Trinidad ("City" Client) for On-Call City Engineer Services.

Project: **PW Trinidad HSIP Cycle 10 Project**

**This amendment is to amend the existing Task Order No. 1 Agreement for the PW Trinidad HSIP Cycle 10 Project to reference the new Professional Services Master Agreement between GHD Inc. and the City of Trinidad executed on April 9, 2024.**

Terms of compensation as set forth below or in specified attachment(s).

**No change to existing terms of compensation.**

Period of service as set forth below or in specified attachment(s).

**The new Professional Master Agreement starts on April 10, 2024.**

All provisions specified in the new Professional Services Master Agreement dated April 9, 2024 and the original Task Order No. 1 dated December 22, 2021 are in effect. No other agreements, guarantees, or warranties are in effect.

IN WITNESS WHEREOF, the parties hereby execute this Task Order Amendment upon the terms and conditions stated above.

AGREED

**Client** City of Trinidad

By \_\_\_\_\_

Print Name Eli Naffah

Title City Manager

Date \_\_\_\_\_

**Consultant** GHD Inc.

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Original TO #1 Agreement Budget      \$231,500

Amendment No. 1                              \$ 13,300

**Amendment No. 2                              \$    0.00**

TOTAL    \$244,800



## **CONSENT AGENDA ITEM 8**

### **SUPPORTING DOCUMENTATION ATTACHED**

---

8. Task Order Amendment 01 for the 2022 STIP Trinity Street Rehabilitation Project to Reference the new Professional Services Master Agreement Between GHD and the City of Trinidad Executed on April 09, 2024.



Reference No. 12606135

**Amendment to**  
**Task Order Agreement between Client and Consultant**

Amendment No. 1 to original Task Order No.1 Agreement effective on March 8, 2023 between GHD Inc. (Consultant) and City of Trinidad ("City" Client) for On-Call City Engineer Services.

Project: **2022 STIP Trinidad – Trinity Street Rehabilitation Project**

**This amendment is to amend the existing Task Order No. 1 Agreement for the 2022 STIP Trinidad – Trinity Street Rehabilitation Project to reference the new Professional Services Master Agreement between GHD Inc. and the City of Trinidad executed on April 9, 2024.**

Terms of compensation as set forth below or in specified attachment(s).

**Reduction in budget in the amount of \$500 to account for project services rendered by GHD and paid for directly by the City.**

Period of service as set forth below or in specified attachment(s).

**The new Professional Master Agreement starts on April 10, 2024.**

All provisions specified in the new Professional Services Master Agreement dated April 9, 2024 and the original Task Order No. 1 dated March 8, 2023 are in effect. No other agreements, guarantees, or warranties are in effect.

IN WITNESS WHEREOF, the parties hereby execute this Task Order Amendment upon the terms and conditions stated above.

AGREED

**Client** City of Trinidad

By \_\_\_\_\_

Print Name Eli Naffah

Title City Manager

Date \_\_\_\_\_

**Consultant** GHD Inc.

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Original TO #1 Agreement Budget      \$ 64,668

**Amendment No. 1**                              **\$ -500**

TOTAL    \$ 64,168

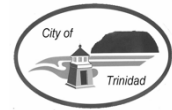


## **DISCUSSION AGENDA ITEM 1**

### **SUPPORTING DOCUMENTATION ATTACHED**

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1. Proclaim May as National Bike Month to Promote Bicycles as a Means of Transportation and Recreation.



**CITY OF TRINIDAD PROCLAMATION 2024-01**

**MAY 2024 - NATIONAL BIKE MONTH**

**WHEREAS**, bicycle commuting is an effective means to improve air quality, reduce traffic congestion and noise, increase physical activity, as well as conserve energy;

**WHEREAS**, bicycling is part of the solution for addressing transportation needs, limiting climate change, conserving energy, and improving public health; and

**WHEREAS**, bicycle commuting benefits both employees and employers through better employee health and fitness; reduced commuting, parking, and health care costs; lower employee absenteeism and turnover; and increased employee productivity;

**WHEREAS**, Trinidad supports all efforts that encourage and enhance bicycling because a bicycle friendly community has increased property values, business growth, increased tourism and more transportation choices for everyone;

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

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

- I. Believes that achieving increased levels of bicycling and bicycle commuting is in the local, state, national and global interest; and
- II. Proclaims May 2024 as NATIONAL BIKE MONTH throughout Trinidad;
- III. Encourages adjacent jurisdictions to adopt similar proclamations in support of Bike Month.
- IV. Urges all citizens to support and participate in these and other activities that contribute to the health of the community and the environment.

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**Gabriel Adams**  
Trinidad City Clerk

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**Cheryl Kelly**  
Mayor, City of Trinidad



## **DISCUSSION AGENDA ITEM 2**

### **SUPPORTING DOCUMENTATION ATTACHED**

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2. Discussion/Decision/Update on the Van Wycke Trail Temporary Closure and Progress Report on Actions Taken to Reopen the Trail and/or Develop Alternative Pedestrian Access.

## DISCUSSION AGENDA ITEM

### April 9, 2024

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#### **Item: Update on the Van Wycke Trail temporary closure and progress report on actions taken to reopen the trail and/or develop alternative pedestrian access.**

##### **Project**

At their March 20, 2024 meeting, the Planning Commission voted (3-2) to extend the temporary closure of the Van Wycke Trail (VWT) for an additional six months with the condition that City staff provide monthly updates as an agenda item at both the Planning Commission and City Council meetings. The intent of the condition is to ensure that staff are providing detailed and timely updates and to provide an opportunity for public input on the issue and any proposed actions. Both the Planning Commission and the public made it clear that they feel the VWT provided important public access and that they are frustrated with the lack of progress on the part of the City to find solutions over the last several years.

##### **History**

The Van Wycke Trail has been failing for many years and is getting progressively worse over time. The City obtained grant funding to complete a large trail repair project in 2017. However, that project became controversial due to the size and scope of the project, and the City Council decided to return the unused grant funds as time ran out to explore other alternatives. In the meantime, the City's insurance provider completed a risk assessment and determined that they could not provide liability coverage for the Van Wycke Trail due to safety risks and recommended it be closed.

The Planning Commission approved a temporary 6-month closure of the trail in August 2020 to give City staff time to explore alternative repair options. That decision was appealed to the City Council and upheld. That action was appealed to the Coastal Commission, which would have invalidated the City's closure, but due to the dangerous condition of the trail, Coastal Commission staff did not request the City reopen it during the appeal process. And Coastal Commission staff did not immediately schedule the appeal for a hearing, hoping that the City would find an alternative solution that might render the appeal moot. But those efforts stalled, and the Coastal Commission moved forward to consider whether the appeal raised any substantial issues at their September 2023 meeting. They found no substantial issue with temporary closure of the trail, which reinstated the City's action, but made it clear that they wanted the City to make substantial progress on finding solutions within the approved 6-month closure period.

Since September 2023, City staff have met monthly with Coastal Commission staff to discuss the development of repair options and/or alternative access. While the Coastal Commission made it clear that they felt this trail was regionally important coastal public access at the September 2023 hearing, both the Yurok Tribe and Tsurai Ancestral Society (TAS) have requested on multiple occasions that the trail be permanently closed due to the cultural sensitivity of its location.



In addition, a representative of the City's insurance provider, PARSAC, revisited the trail in anticipation of potential changes in its status. PARSAC, or the Public Agency Risk Sharing Authority of CA, is a Joint Powers Authority made up of a co-op of 37 cities providing self-funded liability coverage. At their board meeting in December 2023, they voted to formally exclude the Van Wycke Trail from coverage in its current condition; that decision can be revisited if improvements are made.

The City's original approach after the September 2023 Coastal Commission hearing was to explore "light-touch," short-term repair options that would not result in significant soil disturbance while also exploring potential pedestrian access improvements on Edwards Street. The City developed various long, mid, and short-term repair options in consultation with Coastal Commission staff and requested a meeting with the Tsurai Management Team (TMT) to discuss them. However, there were several delays in scheduling a meeting.

Coastal Commission staff met separately with members of TAS to hear their concerns regarding impacts to cultural resources. After the meeting, they consulted with other Coastal Commission staff high up the chain of command in the agency. Now it appears that Coastal Commission staff would likely support permanent closure of the failed section of the Van Wycke Trail in favor of pedestrian improvements on Edwards in order to protect cultural resources. The City was able to schedule a TMT meeting on February 29, 2024. It was a productive discussion. There was a general consensus among the TMT that abandoning the existing trail alignment is the best course of action.

Per public and Coastal Commission direction to continue to explore options, the City is also working with the landowners upslope of the failed section of trail and other stakeholders to try to reach an agreement for moving the trail upslope. It is likely that the end result, if approved, will involve minimal improvements in order to avoid soil disturbance. In addition, visitors would be directed to Edwards Street in order to minimize the amount of foot traffic on the Van Wycke Trail due to its sensitive location. The City is trying to respectfully navigate the competing requests to explore options to keep the trail open by the Coastal Commission and many residents in town, and the requests from both the Yurok Tribe and Tsurai Ancestral Society (TAS) to permanently close the trail.

At the same time, the City continues to develop both short and long-term options for pedestrian improvements on Edwards. In the short-term, that may include additional markings and slight lane reconfigurations to make the existing shoulder walkway on the south side safer for pedestrians. In the long-term, a sidewalk along the north side of Edwards appears to be the best option. City and Coastal Commission staff are supportive of pedestrian improvements on Edwards regardless of the status of the Van Wycke Trail.

More information on all the various options considered is included below.

## **Options and Alternatives Explored**

The City has looked at a variety of short and long-term repair and alternative access options. Some of these options are summarized below.

### Open the VWT in its current condition.

This option is not recommended by staff. the trail cannot be reopened in its present state. Although the trail is marked as closed, it appears some people still use the closed trail. The trail conditions continue to deteriorate with rain, coastal erosion, and foot traffic all likely exacerbating the ongoing erosion in its current state. If the trail is not kept closed, the City will have a significant liability risk should someone hurt themselves traversing the trail. While Government Code § 831.4 grants some immunity for entities maintaining trails, that doesn't cover man-made improvements such as the failed retaining wall on Van Wycke. In addition, it is expensive to defend in court regardless, particularly since the City's insurance provider has specifically excluded the VWT from coverage. Therefore, the City would have to use reserve funds to defend a lawsuit should one occur. Finally, this would only be a temporary solution anyway, as the existing alignment continues to slump.

### "Light Touch" trail repair option.

This option was designed to require the least amount of soil disturbance in order to help make the trail safer for pedestrians. It was presented to the TMT. However, both the TAS and Yurok Tribe continue to object to reopening the VWT in its current configuration. This option (and any option that includes soil disturbance and/or placement of new material) would require issuance of a Coastal Development Permit (CDP) due to its location near the bluff and sensitive environments. The project is not located within the Tsurai Study Area (TSA), and therefore approval of the TAS itself would not technically be required per Policy 69. However, it is adjacent to the TSA, the Yurok Tribe also opposes efforts to reopen the trail, and cultural resources are a part of the CDP project review process. A trail repair project not supported by tribal entities due to cultural concerns would not typically result in City approval. If a CDP were issued by the City, the CDP would likely be appealed to the Coastal Commission.

Minor repair work considered included the following:

- Installing new wooden steps similar to those currently used at other nearby trails (i.e. Galindo Trail, Parker Creek Trail, and Axel Lindgren Memorial Trail).
- Approx 15-30 total wooden steps were estimated to be needed on the current alignment of the Van Wycke trail to provide for safer use of the trail based on a visual estimate of 10-12 feet of vertical slumping of current trail.
- Each wooden step may be 6"x6" wood cut to approximately three feet in length with a hole drilled on both ends to allow for an approximately three-foot long piece of rebar to be driven through the holes in the wooden step into the ground below.
- Each step would require a minimal amount of excavation with hand tools such as a shovel to help secure the steps in the trail.
- No soil would be removed or added.

- Adding a few inches of crushed rock behind each wooden step would help provide more stable footing and would be recommended.
- The existing failed wooden retaining wall on the downhill side of the trail at the bottom of the current slumping would be removed by cutting the existing wood at current ground level with hand tools such as a hand saw or reciprocating saw and removing the cut wood pieces from the site to be disposed of. No soil disturbance would occur and any wood below ground would remain. All debris from removing the retaining wall would be removed from the site for disposal.

### Move the Trail Upslope

This option would require the City to obtain easements from three upslope property owners in order to reroute the trail above the active slide area. The City Manager has met with the property owners, and two attended the March 20 Planning Commission meeting. While no details have yet been worked out or agreed upon, all the property owners have expressed a willingness to consider this option. This option could consist of something like the following actions:

- The trail would be moved uphill of the existing trail and uphill of the temporary water line along the fence by the adjacent uphill garden area and across the lawn of the uphill property owners where the existing slope is relatively flat.
- If acceptable, some leveling could occur by cutting a small amount of soil from the uphill side and filling in on the downslope side.
- The new trail location could be demarcated by placing 3-6 inches of gravel on top of the existing ground with minimal vegetation clearing and minimal soil disturbance necessary.
- Other/additional options for marking the trail, such as stakes, flagging, planting vegetation, etc. could be considered.
- Remove any remaining steps from the existing, failing section of the existing trail and cut the failed retaining wall off at the ground and remove the wood material.
- Recommend revegetation of old alignment with native seeds/plants.
- Monitor the trail for slope movement and develop triggers for permanent closure.
- Continue to monitor the gravity storm drain, consider stabilizing it with an I-beam to span short unstable areas, and explore options for moving the storm drain away from the slide area.
- Install signage directing pedestrians to Edwards rather than Van Wycke.

### Short-term Pedestrian Improvements on Edwards

In this case, short-term refers to the timeline to implement these actions as opposed to how long they would last. City staff have discussed a variety of improvements that could be implemented on Edwards Street relatively quickly and inexpensively. There are a variety of limiting factors on Edwards Street that must be considered. Portions of the roadway are

relatively narrow, and parking has already been eliminated on one side of the street; elimination of additional parking may be necessary but should be minimized. Options that are considered feasible that have been discussed are summarized below.

- Flexible delineator and plastic channelization systems currently used elsewhere in Humboldt County (e.g. at Murry Road and US 101 interchange in McKinleyville). This option would have some visual impacts, and it would require ongoing maintenance and periodic replacement. However, they would provide a more substantial visual barrier than many other options.



- Rumble strips, botts's dots (i.e. raised markers), or similar sound producing features to alert drivers that they are leaving the travel lane. This could be used with other physical barriers such as curbing but should not be used as a standalone treatment for a dedicated pedestrian route. These have the disadvantage of being audible for some distance, depending on the exact feature.



- Shoulder areas could be colorized to enhance visibility of non-vehicular areas (e.g. Central Ave in McKinleyville). This could be used with other physical barriers such as curbing but should not be used as a standalone treatment for a dedicated pedestrian route.





- Raised curbing would be recommended to delineate a pedestrian walkway in conjunction with striping/coloring and/or raised markers. Curbing would likely have to be of a shape and height that can be driven over due to the high number of driveways along Edwards.



The existing “walkway” within the shoulder on the south side of Edwards (designated in 2002) could be enhanced using one or more of the above methods. It would also be recommended to make some slight lane reconfigurations in order to widen the shoulder in some locations while preserving parking on the north side of the road. The most problematic area on the south side is the area between Van Wycke and Trinity. A crosswalk could be added at Hector to access the sidewalk on the north side between Hector and Trinity. But realistically, people are likely going to walk on the south side anyway. The area between Hector and Van Wycke has some informal pedestrian access off the roadway where the bench and billboard signs are. However, the TAS have stated to staff that they do not want to see additional improvements in the unpaved sections.

A pedestrian walkway could also be delineated on the north side of Edwards from Trinity to Galindo. West of Hector, the shoulder on the south side would have to be decreased, as would lane widths along portions of the roadway. The walkway could be delineated inside of the parking lane on the north side and preserve the parking. One drawback to this option is that there are a lot of uneven driveways and drainage features that could pose some hazard to pedestrians without additional paving. City staff recommends that

the City Council consider these and other potential improvements that could be implemented as soon as this summer.

#### Sidewalk on Edwards

In the long-term, the ultimate improvement identified on Edwards Street for pedestrian access is construction of a sidewalk. Although the paved area of Edwards Street is not particularly wide, the right-of-way is generally 50 to 60 feet wide. When a sidewalk was previously proposed on the south side of Edwards as an alternative to a large retaining wall to repair the VWT, some adjacent landowners objected due to the fact that it would increase the developed portion of the right-of-way by one foot, taking away small portions of their driveways. It should be noted that there are a significant number of existing encroachments into the public right-of-way in Trinidad. The recent parking study (still in draft form) documented many of them. The public right-of-way is owned by the public and should be used for public benefit when needed. And the developed right-of-way will need to be expanded in order to accommodate a sidewalk and retain parking on one side of the street.

At this point, it appears that the more favorable location for a sidewalk would be on the north side of the road. One of the primary reasons for this is because it has fewer and less closely spaced driveways to conflict with pedestrians. In addition, the TAS have expressed a preference for a sidewalk on the north side that would connect with the one that already exists between Trinity and Hector. The disadvantage of a sidewalk on the north side is the amount of soil removal and, in turn, retaining walls that would be required in order to maintain parking on the north side. This adds to the expense of the project. Either way, a sidewalk is a significant expense, and the City will likely need to seek grant funding to implement such a project. Therefore, this is considered a long-term solution both in its implementation and duration. It will provide important alternative pedestrian access if and when the VWT trail becomes impassable. Staff recommends that the City develop preliminary plans and monitor funding opportunities that could be used for design and construction.

#### **Progress since the March Planning Commission hearing.**

City staff have taken no additional action since the March 20 Planning Commission meeting except to provide this outline of options that have been developed and discussed by staff for public and City Council discussion.

#### **Recommended Action:**

None needed. Accept report, hear public comment, and provide staff with further direction as desired.



## **DISCUSSION AGENDA ITEM 3**

### **SUPPORTING DOCUMENTATION ATTACHED**

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3. Discussion/Decision regarding Resolution 2024-0Ballot5; Opposing State of California Ballot Initiative 21-0042A1, The Taxpayer Protection and Government Accountability Act.



# AGENDA ITEM: TAXPAYER PROTECTION AND GOVERNMENT ACCOUNTABILITY ACT

Date: April 9, 2024

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## Analysis:

There is a proposed ballot measure (Initiative 21-0042A1), the Taxpayer Protection and Government Accountability Act, which would revise the California Constitution with provisions that limit voters' authority and input, adopt new and stricter rules for raising taxes and fees, and make it more difficult to impose fines and penalties for violation of state and local laws. At the request of Cal Cities, the City Council is being asked to adopt a resolution registering its opposition. Over 200 other cities have adopted a resolution opposing this measure.

The Taxpayer Protection and Government Accountability Act limits voters' authority, adopts new and stricter rules for raising taxes and fees, and makes it more difficult to hold violators of state and local laws accountable.

Specifically, the measure would do the following:

### **Limit voter authority and accountability**

- Limits voter input. Prohibits local voters from providing direction on how local tax dollars should be spent by prohibiting local advisory measures.
- Invalidates the Upland decision that allows a majority of local voters to pass special taxes. Taxes proposed by the Initiative are subject to the same rules as taxes placed on the ballot by a city council. All measures passed between January 2022 and November 2022 would be invalidated unless reenacted within 12 months.

### **Restrict local fee authority to provide local services**

- Impacts franchise fees. Sets new standard for fees and charges paid for the use of local and state government property. The standard may significantly restrict the amount oil companies, utilities, gas companies, garbage companies, cable companies, and other corporations pay for the use of local public property. Rental and sale of local government property must be "reasonable" which must be proved by "clear and convincing evidence."
- Except for licensing and other regulatory fees, fees and charges may not exceed the "actual cost" of providing the product or service for which the fee is charged. "Actual cost" is the "minimum amount necessary." The burden to prove the fee or charge does not exceed "actual cost" is changed to "clear and convincing" evidence.

### **Restrict authority of state and local governments to issue fines and penalties for violations of law**

- Requires voter approval of fines, penalties, and levies for corporations and property owners that violate state and local laws unless a new, undefined adjudicatory process is used to impose the fines and penalties.

### **Restrict local tax authority to provide local services**

- Requires voter approval to expand existing taxes (e.g.,TOT) to new territory (e.g., annexation) or expanding the base (e.g., new utility service).
- New taxes can be imposed only for a specific time period.
- Taxes adopted after Jan. 1, 2022, that do not comply with the new rules, are void unless reenacted.
- All state taxes require majority voter approval.
- Prohibits any surcharge on property tax rate and allocation of property tax to state.

### **Other changes**

- No fee or charge or exaction regulating vehicle miles traveled can be imposed as a condition of property development or occupancy.

According to the California Legislative Analyst's Office (LAO), the proposal would amend the State Constitution to change the rules for how the state and local governments can impose taxes, fees, and other charges. The LAO further states that local governments will generally face greater restrictions to raising revenue. By expanding the definition of taxes and restricting administrative changes to fees, the measure would make it somewhat harder for local governments to raise revenue. Consequently, future local tax and fee revenue could be lower than they would be otherwise. The extent to which revenues would be lower is unknown for local governments, but fees could be more impacted. The actual impact on local government revenue would depend on various factors, including future decisions by the courts, local governing bodies, and voters.

Cal Cities, along with a broad coalition of local governments, labor and public safety leaders, infrastructure advocates, and businesses, strongly oppose this initiative. Cal Cities is requesting local jurisdictions adopt a resolution to demonstrate how harmful this measure would be to local communities and the people of California.

### **Action:**

Motion to approve Resolution 2024- 05 , opposing voter Initiative No. 21-004A1 Taxpayer Protection and Government Accountability Act.

Or

No action

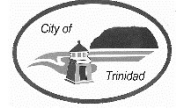
### **Attachments:**

Resolution 2024- 05

Cal Cities article: "Over 200 California cities formally oppose the 'Taxpayer Deception Act'"

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

Cheryl Kelly, Mayor  
Gabriel Adams, City Clerk



**RESOLUTION NO. 2024-05**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TRINIDAD, CALIFORNIA, TO  
OPPOSE INITIATIVE 21-0042A1, THE TAXPAYER PROTECTION AND GOVERNMENT  
ACCOUNTABILITY ACT**

The City Council of the City of Trinidad does hereby resolve and order as follows:

**WHEREAS**, an association representing California's wealthiest corporations is behind a deceptive proposition aimed for the November 2024 statewide ballot; and

**WHEREAS**, the measure creates new constitutional loopholes that allow corporations to pay far less than their fair share for the impacts they have on our communities, including local infrastructure, our environment, water quality, air quality, and natural resources; and

**WHEREAS**, the measure includes undemocratic provisions that would make it more difficult for local voters to pass measures needed to fund local services and infrastructure, and would limit voter input by prohibiting local advisory measures where voters provide direction on how they want their local tax dollars spent; and

**WHEREAS**, the measure makes it much more difficult for state and local regulators to issue fines and levies on corporations that violate laws intended to protect our environment, public health and safety, and our neighborhoods; and

**WHEREAS**, the measure puts billions of dollars currently dedicated to state and local services at risk, and could force cuts to public schools, fire and emergency response, law enforcement, public health, parks, libraries, affordable housing, services to support homeless residents, mental health services, and more; and

**WHEREAS**, the measure would also reduce funding for critical infrastructure like streets and roads, public transportation, drinking water, new schools, sanitation, and utilities.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Trinidad hereby opposes Initiative 21-0042A 1, the Taxpayer Protection and Government Accountability Act.

**THEREFORE, BE IT FURTHER RESOLVED**, that the City Council of the City of Trinidad will join the growing coalition of public safety, labor, local government, infrastructure advocates, and other organizations throughout the state in opposing Initiative 21-0042A 1, the Taxpayer Protection and Government Accountability Act. 2

**PASSED AND ADOPTED** by City of Trinidad, on this 9th day of April, 2024 on the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

Attest:

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

\_\_\_\_\_  
Cheryl Kelly  
Mayor



## **DISCUSSION AGENDA ITEM 4**

### **SUPPORTING DOCUMENTATION ATTACHED**

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4. Discussion/Decision regarding Appointment of Members to the Animal Advisory Committee.

## AGENDA ITEM: Animal Advisory Committee Membership

Date: April 9, 2024

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### **Analysis:**

The Animal Advisory Committee was set up in March 2024. Kati Breckenridge was designated as Chair, and Jack Tuttle as Vice Chair. Three other positions are open. Kati has found 3 interested individuals to serve on the committee.

Jacque Hostler-Carmesin (Rancheria)

Ted Pease (greater Trinidad area)

Andrew Davis (local)

The three have been invited to attend the City Council meeting to express their interest and answer any questions.

### **Action:**

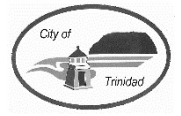
Appoint Jacque Hostler-Carmesin

Appoint Ted Pease

Appoint Andrew Davis

### **Or:**

Appoint any one or none.



## **RESOLUTION 2024 - 02**

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

**WHEREAS**, the City has an obligation to help protect residents and visitors from aggressive and nuisance animals and to provide for animal welfare by promoting responsible pet ownership; and

**WHEREAS**, the City of Trinidad desires to evaluate strategies and policies designed to communicate and enforce animal-related regulations; and

**WHEREAS**, the City of Trinidad desires to consider revision of its current animal-related ordinance(s) and to explore development of new programs for enforcement; and

**WHEREAS**, the City of Trinidad desires to improve the level of safety and quality of life for both animals and humans; and

**NOW, THEREFORE BE IT RESOLVED**, the Trinidad City Council hereby forms an Animal 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 to 1) review and make recommendations regarding current animal-related ordinances and regulations, 2) develop communications and awareness program concepts that encourage adherence to regulations, 3) and to assist the Council in pursuing animal-related project funding.
2. **OBJECTIVES:** Committee objectives include 1) provide a public forum to address and discuss animal-related issues and proposed solutions, 2) assist the City Manager, City Clerk and Animal Control Officer in addressing animal-related issues and to identify opportunities for project funding, 3) make balanced and informed recommendations to the City Council on ways to improve regulations, enforcement and program changes related to animals, and 4) report to the Council regularly.
3. **COMMITTEE MEMBERSHIP:** The Animal Advisory Committee will consist of five voting members: (2) City Council members, (1) Rancheria member, and (1) City of Trinidad resident, (1) Greater Trinidad Area resident. In addition, an Animal Control Officer and/or veterinarian may attend as subject-matter experts. The City Council shall vote and select one of their own to serve as the committee Chairperson. The City Manager, City Clerk, Animal Control officer, and the City Attorney will provide programmatic, empirical, and legal expertise as needed.
4. **TERMS OF OFFICE:** The Council Members will hold two-year terms.
5. **MEETING DATES:** The Animal Advisory Committee will meet on an as needed basis (either more or less frequently depending on need).
6. **STAFF ASSISTANCE:** City Staff will provide agenda preparation, notification, and outreach assistance to the Committee. The Animal Advisory 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** by the City Council on the 12th day of March, 2024 by the following vote:

AYES:	Kelly, West, Ladwig, Tuttle, Breckenridge
NOES:	None
ABSTAIN:	None
ABSENT:	None

Attest:

---

Gabriel Adams  
City Clerk

---

Cheryl Kelly  
Mayor



## **DISCUSSION AGENDA ITEM 5**

### **SUPPORTING DOCUMENTATION ATTACHED**

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5. November 2024 City Election & Sales Tax Measure Update



# DISCUSSION/ACTION AGENDA

Date: Tuesday, January 09, 2024



## **Item: 2024 Calendar Year Orientation, Meeting Schedule, Project Priorities and Updates**

**Background:** January is the beginning of a new calendar year and the mid-way point through the fiscal year. 2024 is shaping up to deliver several challenges that depending on the outcome will define the level of service the City is able to provide the community in years to come.

First, the City must address rising costs of doing business. High fuel and energy rates trickle down through every invoice received for materials, supplies, labor, and contracted services. As directed in the FY2024 Budget approval, Staff has begun several rate optimization tasks currently in the pipeline, including Water, Cemetery, and Building Permit fees. The water rate discussion will be an eye-opener, and is set to begin in March at the same time the conversation will begin to propose a continuation of the .75% Sales Tax Add-On rate.

Second, several steps are necessary each month to implement all the legal requirements involved to modify rates for service. Some are determined by State Law (Water Rates, Prop 218), Election Codes (Sales Tax), or local ordinances (Building Permits, Cemetery Plot fees). To help ensure the City stays on track, Staff is providing this road map to raise awareness of what's to come and keep things moving in the right direction.

These are some of the baseline projects that will lay the groundwork for upcoming agendas through June 30. There will be plenty of other assignments, requests, and issues that will surface along the way, but this should help set the rails and identify immediate priorities.

## **Meeting Schedule & Council Meeting Priority Discussion Topics**

### **January**

- City Council will hold its first 2024 regular meeting on January 09.
- Trails Committee will meet on January 16.
- Planning Commission will meet on January 17.
- Council/Planning Commission/Short-Term Rental Advisory Committee will hold the Annual Joint Meeting on January 23.

**FPPC Form 700:** The FPPC has emailed all required filers representing the City (Council, Planning Commission, and select staff) alerting them of the April 01, Conflict of Interest Form 700 annual filing deadline. Staff has migrated all filers to the online portal, and highly encourages everyone to take a moment and renew your annual filing electronically. If you have had no changes to your previous filing schedules, the renewal process could take less than 1-minute once you've logged into the system. Please reach out to staff if you have any questions and we'll walk you through it.

### **February**

- Election Year Calendar Kick-Off
- Water Rate Analysis Update
- Volunteer Fire Department Staffing, and long-range planning

### **March**

- Continued Water Rate Analysis discussion
- Fees for service and rate optimization (Cemetery, Building Permits)
- Begin Fiscal Year Budget preparation
- Discussion (Part 1) regarding Sales Tax Extension, benefits/implications to the City in general, ballot measure language, termination date options, questions, staff homework, etc.

**April**

- Water Rate adjustment Prop 218 Protest Hearing
- Discuss/Consider Sales Tax Extension (Part II) Implications on 2025 budgeting, continued rate optimization processes, preliminary FY2025 Budget kick-off.

**May**

- Resolution deadline calling for General Election
- Resolution deadline calling for election on a proposal to extend the Sales Tax Increase
- Final phase of FY2025 Budget preparation
- New Water Rates go into effect.

**June**

- Adopt FY 2025 Budget
- Prepare/Present/Announce the upcoming election season calendar: (2) Councilmember seats & Sales Tax Extension.

**Project Updates/Partial List of 2023 Accomplishments - from the City Manager's Office**

- New City of Trinidad Website
- Stormwater Project Completion
- Leash Law Signs and Letter to Residents
- Animal Control Contract with County
- Pacific Coast Security supplementing Deputy Sheriffs
- CERT (Community Emergency Response Team) formed for Greater Trinidad Area
- Parker Creek Trail access to Old Home Beach renovated
- Beach Erosion curtailed with matting/netting
- Coastal Resilience Action Plan progressing with community input
- New city staff added to water plant and public works
- Parks Bond planning for pickleball court
- Assisted reemergence of Greater Trinidad Chamber of Commerce
- Identified potential sites for raw water storage tanks
- Initiated traffic calming measures
- Replaced deteriorated park benches
- Seeking additional grants for water system and other improvements
- Planned two crosswalks for Edwards Street
- Regional planning for a fire district
- Regional edible food recovery and composting programs
- Repaired a number of leaking water pipes to curtail water loss

*Presentation item only. No decision required.*