



**CITY COUNCIL AGENDA
REGULAR MEETING
CITY OF HALF MOON BAY**

TUESDAY, AUGUST 17, 2021

REMOTE PARTICIPATION (SEE NEXT PAGE)

**Robert Brownstone, Mayor
Debbie Ruddock, Vice Mayor
Joaquin Jimenez, Councilmember
Deborah Penrose, Councilmember
Harvey Rarback, Councilmember**

7:00 PM

This agenda contains a brief description of each item to be considered. Those wishing to address the City Council on any matter not listed on the Agenda, but within the jurisdiction of the City Council to resolve, may come forward to the podium during the Public Forum portion of the Agenda and will have a maximum of three minutes to discuss their item. Those wishing to speak on a Public Hearing matter will be called forward at the appropriate time during the Public Hearing consideration.

Please Note: Anyone wishing to present materials to the City Council, please submit seven copies to the City Clerk.

Copies of written documentation relating to each item of business on the Agenda are on file in the Office of the City Clerk at City Hall and the Half Moon Bay Library where they are available for public inspection. If requested, the agenda shall be available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132.) Information may be obtained by calling 650-726-8271.

In compliance with the Americans with Disabilities Act, special assistance for participation in this meeting can be obtained by contacting the City Clerk's Office at 650-726-8271. A 48-hour notification will enable the City to make reasonable accommodations to ensure accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II).

<http://hmbcity.com/>

SPECIAL REMOTE PARTICIPATION PROTOCOLS

In accordance with Governor Newsom’s Executive Orders N-29-20 and N-08-21, this will be a teleconference meeting without a physical location to help stop the spread of COVID-19. This meeting will be conducted entirely by remote participation, in compliance with the Governor’s Executive Order N-29-20 allowing for deviation of teleconference rules required by the Ralph M. Brown Act.

This meeting will be conducted via Zoom Webinar and live Spanish interpretation will be available within the Zoom platform. Members of the public are welcome to login into the webinar as Attendees. During any public comment portions, attendees may use the “raise your hand” feature and will be called upon and unmuted when it is their turn to speak. The meeting will also be streamed on Channel 27, on pacificcoast.tv, and on Facebook at www.facebook.com/cityofhalfmoonbay. Please click to join the webinar: <https://zoom.us/j/95535614263> or join by phone at 669-900-9128, using Webinar ID 955-3561-4263.

ROLL CALL / PLEDGE OF ALLEGIANCE

PUBLIC FORUM

PROCLAMATIONS AND PRESENTATIONS

MIDCOAST COMMUNITY COUNCIL UPDATE
AGE FRIENDLY CITIES PRESENTATION

MAYOR'S ANNOUNCEMENTS OF COMMUNITY ACTIVITIES AND COMMUNITY SERVICE

REPORT OUT FROM RECENT CLOSED SESSION MEETINGS

CITY MANAGER UPDATES TO COUNCIL

EVACUATION PLANNING UPDATE
REDISTRICTING ADVISORY COMMITTEE MEETING ANNOUNCEMENT
PUBLIC SAFETY OUTREACH UPDATE

1. CONSENT CALENDAR

1.A WAIVE READING OF RESOLUTIONS AND ORDINANCES

1.B WARRANTS FOR THE MONTH OF JULY 2021

Staff Recommendation: Accept the warrants list for the month of July 2021.

[STAFF REPORT](#)

[ATTACHMENT 1](#)

1.C ORDINANCE AMENDING CHAPTER 18.33 (ACCESSORY DWELLING UNITS) AND RELATED PROVISIONS OF THE ZONING TITLE OF THE HALF MOON BAY MUNICIPAL CODE - SECOND READING

Staff Recommendation: Waive second reading and adopt an ordinance amending Municipal Code Title 18 (Zoning) to Chapter 18.02 Definitions; Chapter 18.06 Residential Land Use; and Chapter 18.33 Accessory Dwelling Units (“Accessory Dwelling Units Ordinance”).

[STAFF REPORT](#)

[ORDINANCE](#)

[ATTACHMENT 2](#)

1.D DESIGN AND ENVIRONMENTAL SERVICES FOR POPLAR STREET TRAFFIC CALMING AND SAFETY PROJECT (CIP NO. 0593)

Staff Recommendation: Adopt a resolution authorizing the City Manager to execute a professional agreement with CSW/ST2 Engineering Group, Inc. for continuation of design and environmental review services of the Poplar Street Traffic Calming and Safety Project in an amount not to exceed \$98,000.

[STAFF REPORT](#)

[RESOLUTION](#)

1.E AGREEMENT FOR SANITARY SEWER SMOKE TESTING SERVICES

Staff Recommendation: Adopt a resolution authorizing the City Manager to award and execute a Professional Services Agreement (PSA) with Total Flow, Inc. of Hayward, California to provide Sanitary Sewer Smoke Testing Services.

[STAFF REPORT](#)

[RESOLUTION](#)

[ATTACHMENT 2](#)

1.F AMENDMENT NO. 1 TO AGREEMENT WITH ELS ARCHITECTURE AND URBAN DESIGN, INC., FOR DESIGN SERVICES FOR HALF MOON BAY CORPORATION YARD PROJECT

Staff Recommendation: Adopt a resolution authorizing the City Manager to execute Amendment No. 1 to the Professional Services Agreement with ELS Architecture and Urban Design, Inc. (ELS+), in the amount of \$184,500 for architectural design services for the Corporation Yard Project.

[STAFF REPORT](#)

[RESOLUTION](#)

[ATTACHMENT 2](#)

1.G AGREEMENT WITH BOUCHER LAW FOR CITYWIDE CLASSIFICATION AND COMPENSATION STUDY

Staff Recommendation: Adopt a resolution authorizing the City Manager to execute an agreement with Boucher Law for a citywide classification and compensation study.

[STAFF REPORT](#)

[RESOLUTION](#)

1.H SALARY SCHEDULE FOR THE INTERNATIONAL UNION OF OPERATING ENGINEERS STATIONARY LOCAL 39, AFL-CIO; REPRESENTED MANAGEMENT TEAM MEMBERS, AND NON-REPRESENTED EMPLOYEES

Staff Recommendation: Adopt a resolution approving the FY 2021-22 salary schedule representing a 2-percent increase to the base salary for the International Union of Operating Engineers Stationary Local 39 AFL-CIO, Represented Management Team Members, Non-Represented Confidential and Unrepresented Executive Employees, effective July 1, 2021.

[STAFF REPORT](#)

[RESOLUTION](#)

1.I REQUEST TO DEACCESSION THE HALF MOON BAY GATEWAY SCULPTURE

Staff Recommendation: Adopt a resolution authorizing the deaccessioning of the Half Moon Gateway Sculpture.

[STAFF REPORT](#)

[RESOLUTION](#)

1.J MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF HALF MOON BAY AND THE REPRESENTED MANAGEMENT TEAM FOR THE PERIOD OF JULY 1, 2021 THROUGH JUNE 30, 2026; AND THE COMPENSATION AND BENEFITS PLAN FOR NON-REPRESENTED CONFIDENTIAL EMPLOYEES AND UNREPRESENTED EXECUTIVE EMPLOYEES OR THE PERIOD OF JULY 1, 2021, THROUGH JUNE 30, 2026

Staff Recommendation: Adopt a resolution authorizing the City Manager execute a Memorandum of Understanding with the Represented Management Team; and Compensation and Benefits Plans for Non-Represented Confidential Employees and Unrepresented Executive Employees and the City of Half Moon Bay, for the period of July 1, 2021, through June 30, 2026.

[STAFF REPORT](#)

[RESOLUTION](#)

1.K CONSTRUCTION CONTRACT AWARD FOR THE POPLAR PEDESTRIAN PATHWAY PROJECT (CIP PROJECT NO. 1003)

Staff Recommendation: Adopt a resolution authorizing the City Manager to:

- Authorize the Administrative Services Director to amend the expenditure budget in the amount of \$106,200 in the Fiscal Year 2021/22 Budget for Poplar Pedestrian Pathway Project (CIP Project No. 1003); and,
- Award and execute a construction contract to the lowest responsive and responsible bidder, Half Moon Bay Paving and Grading, Inc., of Half Moon Bay, California, in the total bid amount of \$161,827.31 and approve an additional contingency amount not exceeding 10 percent of the contract award amount for potential change orders.

[STAFF REPORT](#)

[RESOLUTION](#)

[ATTACHMENT 2](#)

1.L RENEWAL OF TURBODATA CONTRACT

Staff Recommendation: Adopt a resolution authorizing the City Manager to execute a five-year contract agreement with Turbo Data Systems for fiscal years 2022 through 2026.

[STAFF REPORT](#)

[RESOLUTION](#)

[ATTACHMENT 2](#)

1.M RECEIPT OF LEGISLATIVE POSITION LETTERS

Staff Recommendation: Receive and file position letters for AB 500 and SB 10.

[STAFF REPORT](#)

[ATTACHMENT 1](#)

1.N CITIZEN'S OPTION FOR PUBLIC SAFETY GRANT PROGRAM FY 2021-22

Staff Recommendation: Adopt a resolution authorizing the Finance Director to accept the State of California Citizen's Option for Public Safety Grant Funds for Fiscal Year 2021-22 in the amount of \$100,000 and approve using those funds on projects, programs, and equipment that meet the conditions of the grant.

[STAFF REPORT](#)

[RESOLUTION](#)

1.O PUBLIC-PRIVATE PARTNERSHIP OPPORTUNITY FOR ENHANCEMENT OF SMITH FIELD PARK

Staff Recommendation: By motion, authorize staff to commence developing scope and solicit cost proposal(s) for preparation of a Facilities Master Plan for Smith Field Park.

[STAFF REPORT](#)

2. ORDINANCES AND PUBLIC HEARINGS

2.A SHORT TERM VACATION RENTAL AND HOME OCCUPATION ORDINANCE

Staff Recommendation: Conduct a public hearing, waive first reading, and introduce an ordinance amending portions of Chapter 18 (Zoning) of the Half Moon Bay Municipal Code to establish Short Term Vacation Rental regulations and update the Home Occupation regulations.

[STAFF REPORT](#)

[ORDINANCE](#)

[ATTACHMENT 2](#)

[ATTACHMENT 3](#)

[ATTACHMENT 4](#)

[ATTACHMENT 5](#)

2.B COUNCIL COMPENSATION INCREASE

Staff Recommendation: Conduct a public hearing, waive first reading, and introduce an ordinance amending the Half Moon Bay Municipal Code to increase Councilmember salary.

[STAFF REPORT](#)

[ORDINANCE](#)

3. RESOLUTIONS AND STAFF REPORTS

3.A SAN MATEO COUNTY LOCAL MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN 2021

Staff Recommendation: Adopt a resolution adopting Volume One and the City of Half Moon Bay’s Annex in Volume Two of the San Mateo County Local Multijurisdictional Hazard Mitigation Plan of 2021.

[STAFF REPORT](#)

[RESOLUTION](#)

[ATTACHMENT 2](#)

COMMISSION / COMMITTEE UPDATES

FOR FUTURE DISCUSSION / POSSIBLE AGENDA

ITEMS CITY COUNCIL REPORTS / ITEMS

ADJOURNMENT

COMMUNICATIONS TO COUNCIL

[ATTORNEY GENERAL - SANDRA HARMON REVIEW](#)

[SHERIFF BOLANOS - GUN BUY BACK](#)

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **August 17, 2021**

TO: Honorable Mayor and City Council
VIA: Bob Nisbet, City Manager
From: Lisa Lopez, Administrative Services Director
TITLE: **WARRANTS FOR THE MONTH OF JULY 2021**

RECOMMENDATION:

Accept the warrants list for the month of July 2021.

STRATEGIC ELEMENT:

This recommendation supports the Fiscal Sustainability and Inclusive Governance Element.

DISCUSSION:

During this month, we processed 6 check runs. The first was on July 1, totaling \$24,097.64. The second was on July 4, totaling \$4,644.15. The third was on July 8, totaling \$741,277.00. The fourth was on July 15, totaling \$1,028,702.97. The fifth was on July 22, totaling \$676,084.01. The sixth was on July 29, totaling \$180,540.71. The total for the month was \$2,655,346.48.

The City processed payments related to 12 capital improvement projects, in a total amount of \$1,106,875.22. These projects include: Sewer Lift Upgrades, HWY 1 Safety/Traffic Reduction Improvements, Urban Forest Management Program, Carter Park Improvement, Poplar Beach Gateways Plan, Bikeway Connectivity Project-North, Main Street Bridge Rehabilitation, Climate Action Adaption, Poplar Street Parallel Path, Corp Yard Improvements, Ocean Colony Pump Station Replacement, Sewer Manhole Rehabilitation Project.

Staff is also including a list of all payments above \$30,000 processed during this reporting period, as listed in the table below.

Over \$30,000					
Check#	Vendor Number	Payee	Check Date	Check Amount	Description
49611	5165	RANGER PIPELINES INCORPORATED	7/8/2021	48,811.95	OCEAN COLONY REHAB AND REPLACE SEWER FORCE MAIN
49613	5178	REDGWICK CONSTRUCTION COMPANY	7/8/2021	569,081.83	HWY1 SOUTH SAFETY AND OPEARITIONAL IMPROVEMENTS
49622	677	C/CAG	7/15/2021	57,974.00	FY21/22 GAS TAX ASSESSMENT ELIGIBLE FUNDING
49654	4339	PLAN JPA	7/15/2021	293,662.00	FY21/22, GENERAL LIABILITY MEMBER CONTRIBUTIONS
49658	5165	RANGER PIPELINES INCORPORATED	7/15/2021	309,665.49	OCEAN COLONY REHAB AND REPLACE SEWER FORCE MAIN
49663	3085	SHUTE MIHALY & WEINBERGER LLP	7/15/2021	52,762.00	MAY'21, LEGAL SERVICES
49665	1232	U.S. BANK GLOBAL CORPORATE TRUST SERVICE	7/15/2021	63,904.37	A/CH 207877000 FACITLIY LEASE
49671	4211	ABUNDANT GRACE COASTSIDE WORKER	7/22/2021	37,584.50	JUN'21, COASTAL CLEAN TEAM
49709	159	SEWER AUTHORITY MID-COASTSIDE	7/22/2021	378,244.94	JUL'21, SEWER COLLECTION SERVICE
49718	3928	AYUDANDO LATINOS A SONAR	7/29/2021	49,999.00	FY21/22 CSFA FUNDING, MENTAL HEALTH SERVICES
49735	3085	SHUTE MIHALY & WEINBERGER LLP	7/29/2021	74,020.24	JUN'21, LEGAL SERVICES

ATTACHMENTS:

Check Disbursement List by Check Date

Report Criteria:
 Report type: Summary
 Check.Type = "Calculated","manual"

Check Number	Vendor Number	Payee	Check Issue Date	Amount	Description
49578	3332	AMERICAN PORTABLES	07/01/2021	191.81	JUL'21, FY20/21 PORTABLE RESTROOM FACILITIES
49579	481	BIG CREEK LUMBER	07/01/2021	862.35	MAINT SUPPLIES
49580	5223	CAPITAL ONE TRADE CREDIT	07/01/2021	1,845.23	MAINT SUPPLIES
49581	3979	CARAHSOFT TECHNOLOGY CORPORATION	07/01/2021	7,948.80	FY21/22 DOCUSIGN LICENSES
49582	70	GRAINGER	07/01/2021	48.20	MAINT SUPPLIES
49583	252	RICE TRUCKING-SOIL FARM INC.	07/01/2021	21.30	MAINT SUPPLIES
49584	2385	RON CARDOZA	07/01/2021	2,820.00	MAINT SERVICE
49585	4532	SCL NORTH	07/01/2021	9,884.29	DOWNTOWN STREETLIGHT DECO ASSEMBLIES
49586	4487	THE HOME DEPOT PRO	07/01/2021	475.66	MAINT SUPPLIES
49588	4270	4LEAF INC.	07/08/2021	15,155.06	MAY'21, BUILDING INSPECTIONS AND PLAN REVIEW SERVICES
49589	3954	ALTA PLANNING & DESIGN	07/08/2021	786.25	NOV'20-APR'21, BIKEWAY CONNECTIVITY PROJECT-NORTH
49590	444	ASSOCIATION OF BAY AREA GOVERNMENTS	07/08/2021	230.00	LEVELIZED CHARGE NAT GAS
49591	3526	BIGGS CARDOSA ASSOCIATES INC	07/08/2021	18,669.44	MAY'21, PREPERATION OF PS&E AND ENVIRONMENTAL CLEAR
49592	5168	BLEYLE ELEVATOR, INC	07/08/2021	190.00	MAINT SERVICE
49593	4300	CALNET3	07/08/2021	1,469.01	PHONE SERVICE
49594	5223	CAPITAL ONE TRADE CREDIT	07/08/2021	26.20	REC MAINT SUPPLIES
49595	957	COASTSIDE.NET	07/08/2021	141.70	INTERNET SERVICE
49596	3643	CORODATA RECORDS MANAGEMENT INC	07/08/2021	275.50	RECORDS MANAGEMENT
49597	4576	DONNA J. VAILLANCOURT	07/08/2021	470.00	COACHING SERVICES
49598	3446	FLYERS ENERGY LLC	07/08/2021	1,581.15	VEHICLE FUEL
49599	552	HALF MOON BAY BEAUTIFICATION COMMITTEE	07/08/2021	5,000.00	HMB OL' FASHIONED 4TH OF JULY CELEBRATION
49600	76	HALF MOON BAY BUILDING & GARDEN	07/08/2021	277.29	MAINT SUPPLIES
49601	2564	HALF MOON BAY GRADING & PAVING INC.	07/08/2021	3,618.17	MAINT SERVICE
49602	4267	IMPEC GROUP INC.	07/08/2021	18,225.08	JUN'21, FY20/21 JANITORIAL & MAINTENANCE SERVICES
49603	3746	MALCOLM C SMITH	07/08/2021	1,732.50	MAY-JUN'21 COMMUNICATION CONSULTANT
49604	1206	MARK THOMAS & CO. INC.	07/08/2021	1,547.24	MAY'21, HWY1 SOUTH SAFETY AND OPERATIONAL IMPROVEM
49605	2014	MOORE IAGOFANO GOLTSMAN INC.	07/08/2021	4,888.72	MAY'21, SUSTAINABILITY-CAAP
49606	4472	ON POINT LANGUAGE SOLUTIONS LLC	07/08/2021	1,550.00	TRANSLATION SERVICES
49607	3359	PACIFICA COMMUNITY TELEVISION	07/08/2021	16,500.00	FY20/21 Q4 RECORDING SERVICE
49608	3479	PARKEON INC	07/08/2021	157.20	MAINT SERVICE
49609	3951	PUBLIC PARKING ASSOCIATES INC	07/08/2021	165.00	MAINT SERVICE
49610	5020	QUADIENT LEASING USA, INC.	07/08/2021	657.18	LEASE PAYMENT
49611	5165	RANGER PIPELINES INCORPORATED	07/08/2021	48,811.95	RETENTION, OCEAN COLONY REHAB AND REPLACE SEWER F
49612	5219	RED CAR ANALYTICS	07/08/2021	1,285.00	MAR'21-JUN'21, HMB LIBRARY ZERO NET ENERGY SUPPORT S
49613	5178	REDGWICK CONSTRUCTION COMPANY	07/08/2021	569,081.83	RETENTION, HWY1 SOUTH SAFETY AND OPEARIONAL IMPRO
49614	252	RICE TRUCKING-SOIL FARM INC.	07/08/2021	203.21	MAINT SUPPLIES

M = Manual Check, V = Void Check

Check Number	Vendor Number	Payee	Check Issue Date	Amount	Description
49615	4482	SHAPE INCORPORATED	07/08/2021	7,573.21	BELL MOON REPLACEMENT PUMP
49616	1760	STEPFORD	07/08/2021	15,115.00	AUG'21, IT SERVICES
49617	3519	SWCA INCORPORATED	07/08/2021	5,210.75	MAIN AND HIGGINS CANYON ROAD FIELD SURVEY
49618	1497	TURBO DATA SYSTEMS	07/08/2021	683.36	CITATION PROCESSING
49619	3332	AMERICAN PORTABLES	07/15/2021	7,250.40	JUL'21, PORTABLE RESTROOM FACILITIES
49620	266	BAGG ENGINEERS	07/15/2021	3,740.00	MAY'21, HWY 1 SOUTH SAFETY AND OPEARATIONAL IMPROVEM
49621	5222	BOUCHER LAW	07/15/2021	13,069.82	JUN'21, CONTRACTED UNION NEGOTIATION ASSISTANCE
49622	677	C/CAG	07/15/2021	57,974.00	FY21/22 GAS TAX ASSESSMENT ELIGIBLE FUNDING
49623	220	CA DEPT OF CONSERVATION	07/15/2021	715.76	SMIP Q4 FY20/21 RESORT FEE
49624	3090	CALIFORNIA BUILDING STANDARDS COMMISSION	07/15/2021	198.90	BSASRF Q4 FY20/21 RETAINER
49625	4193	CASELLE INC.	07/15/2021	5,144.00	ERP CONTRACT SUPPORT & MAINTENANCE
49626	5263	CHAMBER SAN MATEO COUNTY	07/15/2021	475.00	PROGRESS SEMINAR REG- D. RUDDOCK
49627	483	CITY OF BRISBANE	07/15/2021	555.00	SMCO TRAINING CONSORTIUM, FY21/22 MEMBERSHIP DUES
49628	977	CITY OF FOSTER CITY	07/15/2021	3,641.00	FY21/22 CALOPPS ANNUAL FEE
49629	51	COASTSIDE COUNTY WATER DISTRICT	07/15/2021	7,034.87	555 KELLY AVE
49630	197	COASTSIDE PRINTERS	07/15/2021	1,119.81	NO PARKING SIGNS
49631	3975	COLANTUONO HIGHSMITH WHATLEY PC	07/15/2021	28,425.71	LEGAL SERVICES -SAM
49632	5264	COOKING ROUND THE WORLD	07/15/2021	1,386.00	INSTRUCTOR PAYMENT, COOKING CAMP 06/06/21-06/09/21
49633	3086	DIRECTV	07/15/2021	91.98	DIRECTV SERVICE
49634	4398	ELS ARCHITECTURE & URBAN DESIGN	07/15/2021	13,408.35	JUN'21, CARTER PARK PHASE 2 DESIGN SERVICES
49635	3176	GAIL P. STEVENS	07/15/2021	546.00	BALLROOM DANCE 06/18/21-07/09/21 INSTRUCTOR PAYMENT
49636	2668	GAYTON ARRIGOTTI	07/15/2021	346.50	INSTRUCTOR PAYMENT 06/26/21 JEWELRY WORKSHOP
49637	4633	GRANICUS	07/15/2021	1,351.77	AUG'21, GRANICUS SERVICE
49638	4381	H & R PLUMBING AND DRAIN CLEANING INC.	07/15/2021	7,345.28	MAY'21, 2020 SEWER MANHOLE REHABILITATION PROJECT
49639	82	HALF MOON BAY REVIEW	07/15/2021	1,073.25	NOTICE OF PUBLIC HEARING
49640	3429	HUE & CRY	07/15/2021	157.95	SECURITY SERVICE
49641	5266	JANET FLORES	07/15/2021	500.00	DEPOSIT REFUND TRAIN DEPOT 07/03/21
49642	103	KIKUCHI & ASSOC.	07/15/2021	1,032.50	JUN'21, HWY1 SOUTH SAFETY AND OPEARATIONAL IMPROVE
49643	2699	KONICA MINOLTA BUSINESS SOLUTIONS	07/15/2021	12,366.31	PURCHASE WIDE FORMAT PRINTER-HP DESIGNJET T2600
49644	5218	LEADERSHIP COUNCIL SAN MATEO COUNTY	07/15/2021	1,500.00	LEADERSHIP CORPS TUITION
49645	4110	LISA POPE	07/15/2021	4,112.50	TRANSCRIPTION SERVICE
49646	4293	LOCKWORKS UNLIMITED INC	07/15/2021	690.78	MAINT SERVICE
49647	1206	MARK THOMAS & CO. INC.	07/15/2021	10,090.47	MAY'21, DEVELOP SEWER MAINTENANCE STRATEGIES TRAINI
49648	3250	M-GROUP	07/15/2021	6,015.00	MAY'21, PLANNING SERVICES
49649	2997	NICHOLS CONSULTING ENGINEERS CHTD	07/15/2021	7,742.83	JUN'21, POPLAR STREET PEDESTRIAN PATHWAY PROJECT
49650	457	OFFICE DEPOT INC.	07/15/2021	339.92	FINANCE OFFICE SUPPLIES
49651	3694	OPENGOV INC	07/15/2021	15,300.00	FY21/22 OPEN TOWN HALL DATABASE MANAGEMENT
49652	3479	PARKEON INC	07/15/2021	52.50	MAINT SERVICE
49653	3956	PENINSULA MUNICIPAL ENGINEERING INC.	07/15/2021	15,842.00	JUN'21, ENGINEERING SERVICES, HWY 1 SOUTH SAFETY AND
49654	4339	PLAN JPA	07/15/2021	293,662.00	FY21/22, GENERAL LIABILITY MEMBER CONTRIBUTIONS

M = Manual Check, V = Void Check

Check Number	Vendor Number	Payee	Check Issue Date	Amount	Description
49655	4513	PUBLIC AGENCY RISK MANAGEMENT ASSOC.	07/15/2021	150.00	FY21/22 PUBLIC ENTITY MEMBERSHIP
49656	5020	QUADIENT FINANCE USA, INC	07/15/2021	279.80	POSTAGE
49657	5020	QUADIENT LEASING USA, INC.	07/15/2021	493.65	LEASE PAYMENT
49658	5165	RANGER PIPELINES INCORPORATED	07/15/2021	309,665.49	RETENTION, OCEAN COLONY REHAB AND REPLACE SEWER F
49659	286	SAN MATEO COUNTY CLERK-RECORDER	07/15/2021	2,530.25	NOTICE OF DETERMINATION-POPLAR PEDESTRIAN PATHWAY
49660	216	SAN MATEO COUNTY SHERIFF'S OFFICE	07/15/2021	23,175.73	04/01/21-06/30/21 COPS GRANT ENFORCEMENT
49661	159	SEWER AUTHORITY MID-COASTSIDE	07/15/2021	89.40	JUN'21, FY20/21 SEWER AUTHORITY MID-COASTSIDE OPERATI
49662	3101	SHRED-IT USA LLC	07/15/2021	155.62	RECORDS MANAGEMENT
49663	3085	SHUTE MIHALY & WEINBERGER LLP	07/15/2021	52,762.00	GENERAL MATTERS
49664	3955	TOWNSEND PUBLIC AFFAIRS	07/15/2021	5,000.00	JUN'21, TOWNSEND PUBLIC AFFAIRS
49665	1232	U.S. BANK GLOBAL CORPORATE TRUST SERVICE	07/15/2021	63,904.37	A/C# 207877000 FACITLIY LEASE
49666	3701	V. W. HOUSEN & ASSOCIATES INC.	07/15/2021	9,138.50	MAY'21, FY20/21 SEWER SYSTEM SUPPORT SERVICES
49667	5265	VICTORIA GONSALVES	07/15/2021	500.00	DEPOSIT REFUND TRAIN DEPOT 07/08/21
49668	3871	WEST COAST ARBORISTS INC	07/15/2021	21,400.00	JUN'21, TREE MAINTENANCE SERVICES
49669	5190	Wood Consulting Services	07/15/2021	15,160.00	JUN'21, ECONOMIC DEVELOPMENT CONSULTATION
49670	4270	4LEAF INC.	07/22/2021	17,470.13	JUN'21, PLAN REVIEW AND BUILDING INSPECTIONS
49671	4211	ABUNDANT GRACE COASTSIDE WORKER	07/22/2021	37,584.50	JUN'21, COASTAL CLEAN TEAM
49672	3928	AYUDANDO LATINOS A SONAR	07/22/2021	5,000.00	FY21/22 CSFA FUNDING
49673	5273	BEHROUZ ZAHEDIVAC	07/22/2021	225.00	CLASS REFUND 07/19/21-07/23/21 COOKING AROUND THE WO
49674	4115	BIG BELLY SOLAR INC	07/22/2021	1,271.01	JUL'21, SMART TRASH RECEPTACLES
49675	3626	BKF ENGINEERS	07/22/2021	3,822.50	JUN'21, CORP YARD IMPROVEMENT PROJECT
49676	866	BOYS & GIRLS CLUB OF THE COASTSIDE	07/22/2021	25,000.00	FY21/22 CSFA FUNDING
49677	5276	C.L. CORTEZ	07/22/2021	1,000.00	CONCERTS IN THE PARK
49678	5270	CABRILLO EDUCATION FOUNDATION	07/22/2021	10,000.00	FY21/22 CSFA FUNDING
49679	37	CABRILLO UNIFIED SCHOOL DISTRICT	07/22/2021	3,500.00	FY21/22 CSFA FUNDING
49680	5272	COASTAL ARTS LEAGUE	07/22/2021	5,000.00	FY21/22 CSFA FUNDING
49681	185	COASTSIDE ADULT DAY HEALTH CENTER	07/22/2021	15,000.00	FY21/22 CSFA FUNDING
49682	4086	COASTSIDE BUZZ	07/22/2021	1,250.00	MAY'21, COMMUNITY OUTREACH
49683	797	COASTSIDE HOPE	07/22/2021	29,999.00	FY21/22 CSFA FUNDING
49684	5264	COOKING ROUND THE WORLD	07/22/2021	2,110.50	INSTRUCTOR PAYMENT, COOKING CAMP 06/12/21-06/16/21
49685	3887	GEORGE H BECKER	07/22/2021	650.00	CONCERTS IN THE PARK
49686	76	HALF MOON BAY BUILDING & GARDEN	07/22/2021	55.58	MAINT SUPPLIES
49687	4267	IMPEC GROUP INC.	07/22/2021	342.00	MAC DUTRA PUBLIC RR JANITORIAL & MAINTENANCE SERVIC
49688	3944	JESSICA BLAIR	07/22/2021	3,113.98	STUDENT LOAN REIMBURSEMENT 2019-2020
49689	2699	KONICA MINOLTA BUSINESS SOLUTIONS	07/22/2021	2,273.21	JUL'21, PRINTER AND SCANNER LEASE AGREEMENT
49690	291	LAURIE BECKER	07/22/2021	949.50	INSTRUCTOR PAYMENT ZUMBA 06/08/21-07/10/21
49691	5274	LHASA RAY	07/22/2021	135.00	CLASS REFUND 07/12/21-07/16/21 COOKING AROUND THE WO
49692	3250	M-GROUP	07/22/2021	4,337.50	JUN'21, GIS/GRAPHIC SUPPORT
49693	5278	MICHELLE BALBI	07/22/2021	165.00	CLASS REFUND 08/28/21 SEA GLASS
49694	5275	MICHELLE HILLS	07/22/2021	500.00	CONCERTS IN THE PARK

M = Manual Check, V = Void Check

Check Number	Vendor Number	Payee	Check Issue Date	Amount	Description
49695	3934	MITEL	07/22/2021	2,765.99	SHERIFF SUBSTATION PHONE SERVICE
49696	3641	NEIGHBORHOOD RADIO	07/22/2021	500.00	ADVERTISING SERVICE
49697	457	OFFICE DEPOT INC.	07/22/2021	324.59	CITY HALL SUPPLIES
49698	4566	PACIFIC COAST TRANE	07/22/2021	1,423.80	JUN'21, LIBRARY BUILDING MANAGEMENT SYSTEMS SUPPOR
49699	137	PACIFIC GAS & ELECTRIC	07/22/2021	14,422.00	555 KELLY ST
49700	5271	PURPLE HEART ANGLERS INC	07/22/2021	1,000.00	FY21/22 CSFA FUNDING
49701	29	READYREFRESH	07/22/2021	85.32	WATER FOR CORP YARD
49702	252	RICE TRUCKING-SOIL FARM INC.	07/22/2021	135.47	MAINT SUPPLIES
49703	5267	SEA HUGGER	07/22/2021	5,000.00	FY21/22 CSFA FUNDING
49704	186	SENIOR COASTSIDERS	07/22/2021	29,999.00	FY21/22 CSFA FUNDING
49705	159	SEWER AUTHORITY MID-COASTSIDE	07/22/2021	378,244.94	JUL'21, SEWER COLLECTION SERVICE
49706	4599	SOCIETY OF ST VINCENT DE PAUL	07/22/2021	5,000.00	FY21/22 CSFA FUNDING
49707	2066	SONRISAS COMMUNITY DENTAL CLINIC	07/22/2021	20,000.00	FY21/22 CSFA FUNDING
49708	4455	STARCREEK LAND STEWARDS INC.	07/22/2021	22,618.75	JUL'21, VEGETATION MANAGEMENT
49709	1760	STEPFORD	07/22/2021	15,115.00	SEP'21, IT SERVICES
49710	3519	SWCA INCORPORATED	07/22/2021	1,779.00	JUL'21, 909 GRANVIEW IS/MND
49711	5269	THE HEAL PROJECT	07/22/2021	5,000.00	FY21/22 CSFA FUNDING
49712	3004	VERIZON WIRELESS	07/22/2021	308.32	MOBILE SERVICE
49713	4429	WESTERN EXTERMINATOR COMPANY	07/22/2021	1,207.42	JUN'21, PEST CONTROL
49714	5277	WILLIAM GREY	07/22/2021	400.00	CONCERTS IN THE PARK
49715	3923	WELLS FARGO	07/04/2021	4,644.15	06/03/21 AMZN/SUPPLIES M
49716	4270	4LEAF INC.	07/29/2021	17,629.88	MAY'21, PLAN REVIEW AND BUILDING INSPECTIONS
49717	5280	ANNA SODERSTROM	07/29/2021	225.00	CLASS REFUND, COOKING AROUND THE WORLD 07/26/21-07/3
49718	3928	AYUDANDO LATINOS A SONAR	07/29/2021	49,999.00	FY21/22 CSFA FUNDING, MENTAL HEALTH SERVICES
49719	374	BARKERBLUE DIGITAL IMAGING	07/29/2021	53.55	PRINTING SERVICE
49720	5223	CAPITAL ONE TRADE CREDIT	07/29/2021	279.78	REC MAINT SUPPLIES
49721	2861	CODE PUBLISHING COMPANY	07/29/2021	106.50	MUNICIPAL CODE WEB UPDATE
49722	5264	COOKING ROUND THE WORLD	07/29/2021	2,205.00	INSTRUCTOR PAYMENT, COOKING CAMP 07/19/21-07/23/21
49723	3086	DIRECTV	07/29/2021	98.23	DIRECTV SERVICE
49724	3673	EL CENTRO DE LIBERTAD	07/29/2021	5,000.00	FY21/22 CSFA GRANT
49725	1853	HDL SOFTWARE LLC	07/29/2021	1,334.20	TOT AND BUSINESS LICENSE MANAGEMENT
49726	1645	HUFFMAN-BROADWAY GROUP INC	07/29/2021	14,671.69	MAY'21, POPLAR BEACH GATEWAYS PLAN
49727	1283	KATHY OLER	07/29/2021	1,900.00	AUG'21, TEMPORARY CITY PARKING LOT RENTAL
49728	3922	LLOYD A MCVICKER	07/29/2021	3,062.50	AUG'21, ANNEX RENT
49729	3069	MANAGED HEALTH NETWORK	07/29/2021	304.00	EAP
49730	3901	NETFILE	07/29/2021	5,000.00	ANNUAL SUBSCRIPTION
49731	3726	NICHOLAS LASZKIEWICZ	07/29/2021	945.00	TRANSLATION SERVICES
49732	457	OFFICE DEPOT INC.	07/29/2021	155.89	ADMIN POSTAGE
49733	5279	RASHMI VITTAL	07/29/2021	716.30	REIMBURSEMENT-PLACN CHECK FEE PERMIT#B2021-00336
49734	129	SERVICE PRESS INC.	07/29/2021	168.46	OFFICE SUPPLIES

M = Manual Check, V = Void Check

Check Number	Vendor Number	Payee	Check Issue Date	Amount	Description
49735	3085	SHUTE MIHALY & WEINBERGER LLP	07/29/2021	74,020.24	GENERAL MATTERS
49736	5281	TARA KEITH	07/29/2021	450.00	CLASS REFUND, COOKING AROUND THE WORLD 07/26/21-07/3
49737	4210	ZEPHYR TENTS	07/29/2021	2,215.49	SUMMER'S END TENT RENTAL
Grand Totals:					
159				2,655,346.48	

Report Criteria:

Report type: Summary

Check.Type = "Calculated","manual"

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **August 17, 2021**

TO: Honorable Mayor and City Council

VIA: Bob Nisbet, City Manager

FROM: Jessica Blair, Communications Director / City Clerk

TITLE: ORDINANCE AMENDING CHAPTER 18.33 “ACCESSORY DWELLING UNITS” AND RELATED PROVISIONS OF THE ZONING TITLE OF THE HALF MOON BAY MUNICIPAL CODE – SECOND READING

RECOMMENDATION:

Waive second reading and adopt an ordinance amending Municipal Code Title 18 (Zoning) to Chapter 18.02 Definitions; Chapter 18.06 Residential Land Use; and Chapter 18.33 Accessory Dwelling Units (“Accessory Dwelling Units Ordinance”).

FISCAL IMPACT:

The proposed amendments conform to State law and encourage development of accessory dwelling units (ADUs). Impact fees will be charged on new ADUs larger than 750 square feet. Fees will also be charged for the associated Measure D certificates to cover a portion of the City’s cost to process these applications.

STRATEGIC ELEMENT:

This action supports the Healthy Communities and Public Safety and Inclusive Governance Elements of the Strategic Plan.

DISCUSSION:

City Council waived a first reading of the ADU ordinance at a duly noticed public hearing on July 20, 2021. At this hearing, Council requested changes to the ordinance to extract the “PUD-X” (Dykstra Ranch Planned Unit Development, also known as Pacific Ridge) zoning district from the list of zoning districts where streamlined and other ADUs are permitted. City Attorney staff read the requested changes into the record and Council accepted the changes into the first reading accordingly.

In the last few weeks, Coastal Commission staff requested a minor clarification in existing language concerning application of Coastal Development Permit requirements and exceptions. Attachment 1 contains these amendments in Section 18. 33.020(A)(2)(a) and (b).

If City Council adopts the ordinance, staff will submit it to the California Coastal Commission (CCC)

as an amendment to the Local Coastal Program (LCP). The ordinance will not be in effect until certified by the CCC.

ATTACHMENTS:

1. Ordinance amending Title 18
2. Correspondence

ORDINANCE NO. C-2021-_____
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY
AMENDING CHAPTER 18.33 “ACCESSORY DWELLING UNITS” AND RELATED PROVISIONS OF
THE ZONING TITLE OF THE HALF MOON BAY MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF HALF MOON BAY DOES ORDAIN AS FOLLOWS:

Section 1. Findings. The City Council of the City of Half Moon Bay hereby amends Chapter 18.33 “Accessory Dwelling Units” and related provisions of the Zoning Title of the Half Moon Bay Municipal Code (“ADU Ordinance Amendment”). The City Council finds and declares as follows:

- (a) The State of California enacted changes to Government Code section 65852.2 to impose specific requirements on local government regulation of accessory dwelling units (ADUs), which became effective on January 1, 2020; and
- (b) The California Coastal Commission issued memos on April 18, 2017, November 20, 2017, March 11, 2020, and April 21, 2020 to provide guidance to jurisdictions located within the California Coastal Zone for implementing amendments to their Local Coastal Programs (LCPs) to be consistent with revised Government Code section 65852.2; and
- (c) The California Department of Housing and Community Development (HCD) issued an Accessory Dwelling Unit Handbook to assist jurisdictions in implementing Government Code section 65852.2 and 65852.22 (related to Junior Accessory Dwelling Units); and
- (c) The City of Half Moon Bay, which is located fully within the Coastal Zone, seeks to revise its regulations as they pertain to ADUs for them to be consistent with Government Code section 65852.2 and the California Coastal Act, pursuant to the guidance from the Coastal Commission and HCD; and
- (d) ADUs provide a community benefit by expanding the number and type of residential facilities available and assist ADU owners by providing additional affordable space for housing family or friend and/or revenue that may be used for maintenance, upgrades and other costs; and
- (e) If not regulated, ADUs can create nuisances such as overcrowding, illegal vehicle parking, and traffic-flow disruptions. The restrictions of the ADU Ordinance Amendment are necessary to prevent a burden on City services and potential adverse impacts on residential neighborhoods posed by ADUs; and
- (f) The Planning Commission conducted a duly noticed public hearing on the ADU Ordinance Amendment on December 10, 2019, at which time all those desiring to be heard on the matter were given an opportunity to be heard, and recommended the proposed ADU Ordinance Amendment for adoption by the City Council; and

(g) The City Council conducted a duly noticed public hearing on the ADU Ordinance Amendment on January 21, 2019, at which time all those desiring to be heard on the matter were given an opportunity to be heard, and continued the hearing to a date uncertain; and

(g) The ADU Ordinance Amendment is consistent with Government Code section 65852.2 and the Coastal Act in so far as it attempts to comply with the standards in section 65852.2 to the greatest extent feasible while including several limited modifications to protect coastal resources; and

(h) Requiring ADUs to provide ADU-specific and any necessary replacement parking within certain narrowly tailored neighborhoods adjacent to publicly accessible beaches will protect coastal act resources, namely coastal access; and

(i) Requiring ADUs to comply with Measure D is consistent with the City's LCP, which includes residential growth allocations to protect coastal resources, and the Coastal Act; and

(j) Requiring ADUs to obtain administrative coastal development permits, subject to limited exemptions enacted as part of the ADU Ordinance Amendment, is necessary to implement the California Coastal Act, as explained in the coastal commission guidance; and

(k) Limiting ADUs in certain developed Planned Unit Development zoning districts, where developments were planned to take into account visual resources identified for protection pursuant to the Coastal Act, to units within existing structures is necessary to support the City's LCP; and

(l) Limiting ADUs in substantially undeveloped PUD zoning districts to lots containing existing primary dwelling units is necessary to support the City's LCP, which requires a master planning process to protect natural resources, coastal access, scenic and visual resources, and cultural resources before most development is permitted; and

(m) Requiring all ADUs to provide drainage plans is necessary to protect the quality and hydrological functions of the City's coastal waters, as provided in the City's LCP.

(m) The ADU Ordinance Amendment is consistent with the City's Local Coastal Land Use Plan, in that it includes mechanisms to ensure protection of coastal resources and requires ADUs to comply with the Plan's limitations on residential growth; and

(n) The ADU Ordinance Amendment is consistent with the City's Housing Element, which contains a policy to "encourage the development of affordable second units," because the ADU Ordinance Amendment is intended to reduce barriers to the creation of ADUs.

Section 2. Amendments. The following sections of the Municipal Code are amended as specified below and in Attachment A. Attachment A generally shows additions with underlined text and deletions with ~~strike out text~~.

Municipal Code Provision	Action
Chapter 18.33	Amendments as shown in Attachment A
Section 18.02.040	Amendments as shown in Attachment A
Section 18.06.050	Amendments as shown in Attachment A

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 4. CEQA. The City Council finds that the Ordinance is exempt from CEQA under Public Resources Code section 21080.17, as it implements the provisions of Government Code section 65852.2, as well as CEQA Guidelines sections 15305 (minor alterations to land use limitations) and 15061(b)(3) (common sense exemption).

Section 5. Publication. The City Clerk of the City of Half Moon Bay is hereby directed to publish this Ordinance pursuant to Government Code section 36933.

Section 6. Effective date. This Ordinance shall take effect and be in force on the thirtieth (30th) day from and after its final passage and upon certification by the California Coastal Commission.

INTRODUCED at a regular meeting of the City Council of the City of Half Moon Bay, California, held on the 20th of July, 2021.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Half Moon Bay, California, held on the 17th of August, 2021, by the following vote:

Ayes, Councilmembers: _____
 Noes, Councilmembers: _____
 Absent, Councilmembers: _____
 Abstain, Councilmembers: _____

ATTEST:

APPROVED:

 Jessica Blair, City Clerk

 Robert Brownstone, Mayor

Chapter 18.33
ACCESSORY DWELLING UNITS

18.33.010 Purpose.

The purpose of this chapter is to:

- A. Increase the supply of smaller units and rental housing units by allowing accessory dwelling units and junior accessory dwelling units to locate on lots ~~which that~~ contain ~~an~~ existing or proposed single-family dwellings and existing two-family and multifamily dwellings;
- B. Establish standards for accessory dwelling units and junior accessory dwelling units to ensure that they are compatible with existing neighborhoods; and
- C. Comply with state law regarding accessory dwelling units and junior accessory dwelling units (California Government Code Sections 65852.2 and 65852.22) and the California Coastal Act (California Public Resources Code Sections 30000 through 30900).

18.33.020 Review and approval.

A. Accessory Dwelling Unit Applications. Accessory dwelling unit applications, including applications for junior accessory dwelling units, shall be submitted to and processed by the community development director as follows:

1. Residential Dwelling Unit Allocation. Accessory dwelling units require a residential dwelling unit allocation pursuant to Chapters 17.06 and 18.04; ~~provided, that no processing fee pursuant to Section 17.06.040 shall be required.~~
2. Coastal Development Permit. All accessory dwelling units shall conform to Chapter 18.20, as provided below.
 - a. ~~No coastal development permit is required for An wholly within existing development~~ accessory dwelling unit that is wholly within an existing single-family dwelling, as defined in Section 18.33.030, that does not involve the removal or replacement of major structural components (e.g., roofs, exterior walls, foundations), and that does not change the size of the structure or intensity of use, and that does not constitute "development" as defined in Public Resources Code Section 30106 and Section 18.20.020(C) and does not require a coastal development permit. A wholly within existing development accessory dwelling unit changes the intensity of use if it primarily involves the creation of new habitable space.
 - b. No coastal development permit is required for An accessory dwelling unit that is contained within or attached to an existing single-family dwelling unit or accessory structure ~~and that does not change the intensity of use or expand the floor area, height, or bulk of the existing unit or structure by more than ten percent is and that is exempt from the requirement to secure approval of a coastal development permit pursuant to Chapter 18.20 and Public Resources Code Section 30610(a) or, for existing guest houses, Section~~

~~30610(b). An accessory dwelling unit changes the intensity of use if it primarily involves the creation of new habitable space. This exemption shall not be granted if one or more of the criteria in Subchapter 7, Title 14, Section 13250(b) or, for existing guest houses, Section 13253(b) of the California Code of Regulations, as may be amended from time to time, are met. If any criteria are met, the applicant shall obtain a coastal development permit pursuant to Chapter 18.20 rather than an administrative coastal development permit pursuant to this section.~~

c. Any other accessory dwelling unit shall obtain an administrative coastal development permit, as defined in Public Resources Code Section 30624. Such an administrative coastal development permit shall be processed as a “local coastal development permit” per Chapter 18.20 except:

i. The community development director is the approval authority for an administrative coastal development permit;

ii. The city shall not be required to publish any notice in a newspaper; and

iii. Any administrative coastal development permit issued by the community development director shall be listed on the planning commission and city council agendas at their first scheduled meetings after the permit is issued. If, at either meeting, one-third of the planning commission or city council so request, the permit issued by the community development director shall not go into effect and the applicant shall instead obtain a coastal development permit pursuant to Chapter 18.20. Administrative coastal development permits shall not become effective until after the planning commission and city council have had an opportunity to complete this review and any applicable appeal periods have ended.

d. No hearing shall be required for the issuance of the administrative coastal development permit, the issuance of a standard coastal development permit pursuant to Chapter 18.20, or any appeal, for any accessory dwelling unit.

e. The accessory dwelling unit shall comply with any existing coastal development permit issued for the property, unless an amendment thereof is obtained.

3. Building Permit. Accessory dwelling units require a building permit issued in conformance with this code, including Section 17.06.050.

4. Unless otherwise required by the Coastal Act, the community development director shall act on all required permits within ~~one hundred and~~ twenty-sixty days of receipt of a complete application.

B. Noncompliant Proposals. If the requirements in this chapter are not met, the proposed accessory dwelling unit or junior accessory dwelling unit cannot be approved under this ~~Chapter~~. Notwithstanding the foregoing, applicants may seek approval of the unit, addition, or renovation under the city’s generally applicable standards and procedures, including a variance pursuant to Chapter 18.23.

- C. Conversion of Existing Residence. An existing residence, in conformance with the above regulations, may be converted to an accessory dwelling unit in conjunction with development of a new primary dwelling unit.
- D. Existing Accessory Dwelling Unit. An existing accessory dwelling unit or junior accessory dwelling unit may be enlarged or modified only in accordance with the requirements of this Chapter section.
- E. Density. To the extent required by California Government Code Section 65852.2, an accessory dwelling unit or junior accessory dwelling unit built in conformance with this Chapter section does not count toward the allowed density for the lot upon which the accessory dwelling unit is located.
- F. General Plan and Zoning Designations. Accessory dwelling units and junior accessory dwelling units approved in compliance with this chapter are a residential use that is consistent with the city's general plan, local coastal land use plan, and zoning ordinance.

18.33.030 Standards for ~~wholly within existing development accessory dwelling units~~ streamlined accessory dwelling units.

~~Any accessory dwelling unit that is wholly contained within the existing space of a single-family dwelling or accessory structure shall meet the following~~ Pursuant to California Government Code Section 65852.2(e), the City shall approve the following streamlined accessory dwelling units, including junior accessory dwelling units, if the specified development standards and use restrictions are met:

- A. Within Existing Space (Single-Family) – ADUs and JADUs
 - 1. The accessory dwelling unit is located in an R-1, R-2, R-3, C-D, C-R, C-VS, ~~or C-G,~~ or PUD zoning district.
 - 2. ~~B.~~—The lot on which the accessory dwelling unit or junior accessory dwelling unit is located contains an existing or proposed single-family dwelling. In the substantially undeveloped PUD zoning districts, the lot must be already developed with an existing single-family dwelling.
 - 3. ~~C.~~—The lot on which the accessory dwelling unit or junior accessory dwelling unit is located does not contain another accessory dwelling unit, junior accessory dwelling unit, or guest house, unless a junior accessory dwelling unit is built pursuant to this Subsection (A) and an accessory dwelling unit is built pursuant to this Subsection (A) or Subsection (B).
 - 4. The accessory dwelling unit or junior accessory dwelling unit is wholly within the existing or proposed space of a single-family dwelling or the existing space of an accessory structure, or, for an accessory dwelling unit, requires an addition of no more than 150 square feet to accommodate ingress and egress. In Ocean Colony, accessory dwelling units and junior accessory dwelling units are not permitted in garages.
 - ~~D5.~~ The accessory dwelling unit has exterior access independent from the ~~existing~~ single-family dwelling.
 - ~~E6.~~ The ~~existing~~ single-family dwelling or accessory structure has side and rear setbacks sufficient for fire and safety. If the ~~existing~~ dwelling or structure complies with the city's setback requirements as described in this code, it shall automatically meet this standard.

7. If a junior accessory dwelling unit is proposed, it complies with the requirements of California Government Code section 65852.22.
8. If the accessory dwelling unit or junior accessory dwelling unit is to be included in a proposed single-family dwelling, then the single-family dwelling (including the accessory dwelling unit and junior accessory dwelling unit) shall meet all applicable development standards, including lot coverage and floor area ratio requirements.

B. Detached, New Construction (Single-Family) – ADUs

1. The accessory dwelling unit is located in: an R-1, R-2, R-3, C-D, C-R, C-VS, or C-G zoning district; a PUD zoning district where detached accessory dwelling units are permitted pursuant to a PUD Plan or Specific Plan; or, a substantially undeveloped PUD zoning district.
2. The lot on which the accessory dwelling unit is located contains an existing or proposed single-family dwelling. In the substantially undeveloped PUD zoning districts, the lot must be already developed with an existing single-family dwelling.
3. The lot on which the accessory dwelling unit is located does not contain another accessory dwelling unit or guest house, but may contain a junior accessory dwelling unit.
4. The accessory dwelling unit is detached from the single-family dwelling.
5. The accessory dwelling unit is new construction.
6. The accessory dwelling unit is located at least four feet from the side and rear lot lines, is no greater than eight-hundred square feet in gross floor area, and has a height of no more than sixteen feet.
7. The accessory dwelling unit complies with the front yard, street facing side, and double frontage setbacks applicable to the primary dwelling, unless such setback would preclude development of a unit pursuant to this Subsection (B) on the lot.

C. Wholly Within Existing Space (Two-Family or Multifamily) - ADUs

1. The accessory dwelling unit is located in an R-1, R-2, R-3, C-D, C-R, C-VS, or C-G zoning district.
2. The lot on which the accessory dwelling unit is already developed with an existing two-family or multifamily dwelling.
3. The accessory dwelling unit is located within a portion of the two-family or multifamily dwelling structure that is not used as livable space.
4. The total number of accessory dwelling units within the dwelling will not exceed twenty-five percent of the existing number of primary dwelling units within the dwelling, provided that all two-family or multifamily dwellings shall be permitted at least one accessory dwelling unit.

D. Detached, New Construction (Two-Family or Multifamily) – ADUs

1. The accessory dwelling unit is located in an R-1, R-2, R-3, C-D, C-R, C-VS, or C-G zoning district.
2. The lot on which the accessory dwelling unit is already developed with an existing two-family or multifamily dwelling.
3. The accessory dwelling unit is detached from the two-family or multifamily dwelling.

4. The accessory dwelling unit is located at least four feet from the side and rear lot lines and has a height of no more than sixteen feet.

5. The accessory dwelling unit complies with the front yard, street facing side, and double frontage setbacks applicable to the primary dwelling, unless such setback would preclude development of a unit pursuant to this Subsection (D) on the lot.

6. No more than two detached accessory dwelling units are permitted per lot pursuant to this Subsection (D).

~~F. The accessory dwelling unit complies with applicable building codes and health and safety regulations; however, the accessory dwelling unit is not required to provide fire sprinklers if fire sprinklers are not required for the single-family dwelling.~~

~~G. The single-family dwelling or accessory structure was constructed in compliance with all then applicable city requirements or was in existence on December 12, 2018.~~

~~H. The accessory dwelling unit may be rented in full or in part for the purpose of overnight lodging for terms of thirty or more consecutive days, but it shall not be rented for overnight lodging for shorter terms or subleased. Neither the single family dwelling nor the accessory dwelling unit shall be sold or otherwise conveyed separately from the other unit.~~

~~1. Notwithstanding the above, the accessory dwelling unit may be rented in full or in part for the purpose of overnight lodging for a term of fewer than thirty consecutive days if (a) the accessory dwelling unit had been rented as a short term rental for at least thirty nights in the six months prior to December 12, 2018, (b) the single family dwelling is owner occupied, and (c) the short term rental was in full compliance with all city requirements as of December 12, 2018. In the event of discontinued use of the accessory dwelling unit as a short term rental for a period of six months, the short term rental use shall be deemed discontinued and this exception shall no longer apply.~~

~~I. Either the single family dwelling or the accessory dwelling unit is occupied by the owner of record as his or her principal residence.~~

18.33.040 Standards for ~~new development~~other accessory dwelling units.

~~Any accessory dwelling unit that involves the addition of square footage to an existing single-family dwelling or accessory structure or the construction of a new detached structure, or is proposed in conjunction with a new single-family dwelling,~~Any accessory dwelling unit that does not meet the criteria of Section 18.33.030 shall meet the following development standards and use restrictions:

A. The accessory dwelling unit is located in: an R-1, R-2, R-3, C-D, C-R, C-VS, or C-G zoning district; a PUD zoning district where accessory dwelling units are permitted pursuant to a PUD Plan or Specific Plan; or a substantially undeveloped PUD zoning district.

B. The lot on which the accessory dwelling unit is located contains an existing or proposed single-family dwelling unit. In the substantially undeveloped PUD zoning districts, the lot must be already developed with an existing dwelling.

C. The lot on which the accessory dwelling unit is located does not contain another accessory dwelling unit, junior accessory dwelling unit, or guest house.

D. The accessory dwelling unit meets all nondiscretionary requirements for any single-family dwelling located on the same ~~parcel~~ lot in the same zoning district. These requirements include, but are not limited to, building height, setback, site coverage, floor area ratio, building envelope, payment of any applicable fee, and building code requirements. The following exceptions to these requirements apply:

1. No setback is required for an accessory dwelling unit located within existing living area or an existing accessory structure, or an accessory dwelling unit that replaces an existing structure and is located in the same location and to the same dimensions as the structure being replaced. Side and rear yard setbacks may be reduced to four feet for all other accessory dwelling units, but all other standard setbacks (including front, street facing side, and double frontage setbacks) still apply. Detached accessory dwelling units shall have a minimum side setback of five feet and minimum rear setback of ten feet. If any portion of the accessory dwelling unit is located in front of the main building, then the front and side yard setbacks shall be the same as a single-family dwelling in the zoning district.

2. The distance between buildings on the same lot must be a minimum of six feet, unless sufficient fire restrictive improvements can be made to existing structures with a distance of less than six (6) feet.

2. ~~Notwithstanding subsection (D)(1) of this section, if the proposed accessory dwelling unit is an addition to an existing private garage:~~

a. ~~No setback shall be required for any portion of the existing private garage that is converted to the accessory dwelling unit; and~~

b. ~~Standard setbacks shall apply to the new floor area, unless the accessory dwelling unit is constructed above the existing private garage, in which case the side and rear setbacks for the accessory dwelling unit shall not be less than five feet, and the front setback shall not be less than twenty feet.~~

3. ~~The minimum lot area per dwelling unit required by the applicable district shall not apply, provided the minimum building site requirements shall be met.~~

4. The maximum building envelope required by Section 18.060.040(G) shall not be imposed to limit the height of an accessory dwelling unit below sixteen feet.

54. The only architectural and design standards that apply to accessory dwelling units are as follows:

a. If the accessory dwelling unit is attached to a single-family primary dwelling or visible from any public sidewalk or right-of-way, the accessory dwelling unit shall use similar exterior siding materials, colors, window types, door and window trims, roofing materials, and roof pitch as the single-family primary dwelling.

b. If the accessory dwelling unit is directly accessible from an alley or a public street, the entrance to the accessory dwelling unit shall face the alley or public street. Otherwise, the entrance shall be located at least 10 feet from any property line the interior of the lot unless the accessory dwelling unit is directly accessible from an alley or a public street.

c. For accessory dwelling units attached to the ~~single family primary~~ dwelling unit, new entrances and exits are allowed on the side and rear of the structures only.

~~65.~~ Pursuant to California Government Code Section 65852.2, no passageway is required in conjunction with the construction of an accessory dwelling unit. "Passageway" is defined as a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

~~6.~~ The accessory dwelling unit is not required to provide fire sprinklers if fire sprinklers are not required for the single family dwelling.

7. If the proposed accessory dwelling unit is a manufactured home, as defined in Health and Safety Code Section 18007, it shall comply with Section 18.06.060 (Manufactured homes), except Sections 18.06.060(B) (Approval), (C) (Location), (D)(1) (Width) and (D)(10) (Covered Parking).

E. The gross floor area of the accessory dwelling unit shall not exceed eight hundred and fifty square feet (for studios or one bedroom accessory dwelling units) or one thousand square feet (for accessory dwelling units that provide more than one bedroom), and the gross floor area of the accessory dwelling unit and other buildings on the lot shall not exceed the maximum floor area ratio.

F. Development standards, including limits on lot coverage, floor area ratio, open space, and lot size, shall not be used to reduce the gross floor area of the accessory dwelling unit below eight-hundred square feet or the height of the accessory dwelling unit below sixteen feet.

GF. The minimum gross floor area of the accessory dwelling unit shall be no less than one hundred fifty square feet or the minimum required for an efficiency dwelling unit as defined in Health and Safety Code Section 17958.1, as may be amended from time to time.

~~G. Parking.~~

~~1. A minimum of one off-street parking space for the accessory dwelling unit, in addition to the spaces required for the single family dwelling, shall be provided for units within the following portions of neighborhood areas, as depicted in Figure 18.33-1:~~

~~a. Miramar: Bounded by Mirada Road to the north, the California Coastal Trail and Naples Avenue to the west, Pullman Ditch to the south, and Highway 1 to the east.~~

~~b. Casa del Mar: Parcels with frontage on either side of Pilarcitos Avenue and parcels with frontage on the south side of Wave Avenue.~~

~~c. Alsace Lorraine: Parcels with frontage on either side of Kelly Avenue between Balboa Boulevard and Pilarcitos Avenue; and parcels bounded by Kelly Avenue to the north, the former railroad right-of-way to the west, Central Avenue to the south, and Potter Avenue to the east.~~

~~d. Arleta Park: Parcels with frontage on either side of Poplar Street between Pacific Avenue and Third Avenue, and parcels bounded by Central Avenue to the north, Railroad Avenue to the west, Seymour Street to the south, and First Avenue/Alsace Lorraine Avenue to the east.~~

~~No parking space shall be required for any accessory dwelling unit located outside these areas.~~

~~2. Notwithstanding subsection (G)(1) of this section, a parking space shall not be required within the areas depicted in Figure 18.33 1:~~

~~a. For a unit that is on the same lot as a historic property listed on or eligible for listing on either the National Register of Historic Places or the California Register of Historical Resources;~~

~~b. For a unit that is part of a proposed primary residence;~~

~~c. When a parking exception has been granted in accordance with Section 18.36.080.~~

~~3. Notwithstanding any other provisions of this code, the required parking space may be located as a tandem space in an existing driveway or in the required setbacks, and may have a permeable, all weather surface.~~

18.33.050 All accessory dwelling units and junior accessory dwelling units.

The following apply to all accessory dwelling units and junior accessory dwelling units:

A. The accessory dwelling unit or junior accessory dwelling unit complies with applicable building codes and health and safety regulations; however, the accessory dwelling unit or junior accessory dwelling unit is not required to provide fire sprinklers unless fire sprinklers are required for the primary dwelling.

BH. Accessory dwelling units and junior accessory dwelling units shall not be approved absent a finding of adequate water supply and wastewater treatment capacity. The accessory dwelling unit or junior accessory dwelling unit can be accommodated with the existing water service and existing sewer lateral or private sewage disposal system, insofar as evidence is provided that the existing water service and existing sewer lateral or private sewage disposal system has adequate capacity to serve both the primary residence and accessory dwelling unit. No additional water meter shall be required, unless requested by the applicant.

C. If the accessory dwelling unit or junior accessory dwelling unit will be connected to an onsite water treatment system, the applicant may be required to submit a percolation test completed within the last five years, or if the percolation test has been recertified, within the last ten years.

D. If the unit involves construction of new floor area, the applicant shall be required to submit a drainage plan pursuant to local coastal program land use plan policy 6-84.

E. The accessory dwelling unit or junior accessory dwelling unit may be rented in full or in part for the purpose of overnight lodging for terms of thirty or more consecutive days, but it shall not be rented for shorter terms or subleased. Neither the single-family primary dwelling nor the accessory dwelling unit or junior accessory dwelling unit shall be sold or otherwise conveyed separately from the other unit, except pursuant to California Government Code Section 65852.26.

1. Notwithstanding the above, the an existing accessory dwelling unit may be rented in full or in part for the purpose of overnight lodging for a term of fewer than thirty consecutive days if (a) the accessory dwelling unit had been rented as a short-term rental for at least thirty nights in the six months prior to December 12, 2018, (b) the single-family dwelling is owner occupied, and (c) the short-term rental was in full compliance with all city requirements as of

December 12, 2018. In the event of discontinued use of the accessory dwelling unit as a short-term rental for a period of six months, the short-term rental use shall be deemed discontinued and this exception shall no longer apply.

~~J. Either the single family dwelling or the accessory dwelling unit is occupied by the owner of record as his or her principal residence.~~

F. No impact fees, as defined in Government Code Section 65852.2(f), shall be imposed on any accessory dwelling unit or junior accessory dwelling unit with a gross floor area of less than 750 square feet. Impact fees for all other accessory dwelling units shall be charged proportionately in relation to the square footage of the primary dwelling unit.

G. The special setback allowances in this Chapter apply only to the accessory dwelling unit or junior accessory dwelling unit. They do not apply to ancillary structures proposed in conjunction with the unit, such as decks, balconies, or garages, unless necessary for ingress or egress to the unit.

H. Parking.

1. A minimum of one off-street parking space for the accessory dwelling unit, in addition to the spaces required for the primary dwelling, shall be provided for units within the following portions of neighborhood areas, as depicted in Figure 18.33-1:

a. Miramar: Bounded by Mirada Road to the north, the California Coastal Trail and Naples Avenue to the west, Pullman Ditch to the south, and Highway 1 to the east.

b. Casa del Mar: Parcels with frontage on either side of Pilarcitos Avenue and parcels with frontage on the south side of Wave Avenue.

c. Alsace Lorraine: Parcels with frontage on either side of Kelly Avenue between Balboa Boulevard and Pilarcitos Avenue; and parcels bounded by Kelly Avenue to the north, the former railroad right-of-way to the west, Central Avenue to the south, and Potter Avenue to the east.

d. Arleta Park: Parcels with frontage on either side of Poplar Street between Pacific Avenue and Third Avenue, and parcels bounded by Central Avenue to the north, Railroad Avenue to the west, Seymour Street to the south, and First Avenue/Alsace Lorraine Avenue to the east.

No parking space shall be required for any accessory dwelling unit located outside these areas.

2. Notwithstanding Subsection (H)(1), a parking space shall not be required within the areas depicted in Figure 18.33-1:

a. For an accessory dwelling unit or junior accessory dwelling unit that is on the same lot as a historic property listed on or eligible for listing on either the National Register of Historic Places or the California Register of Historical Resources;

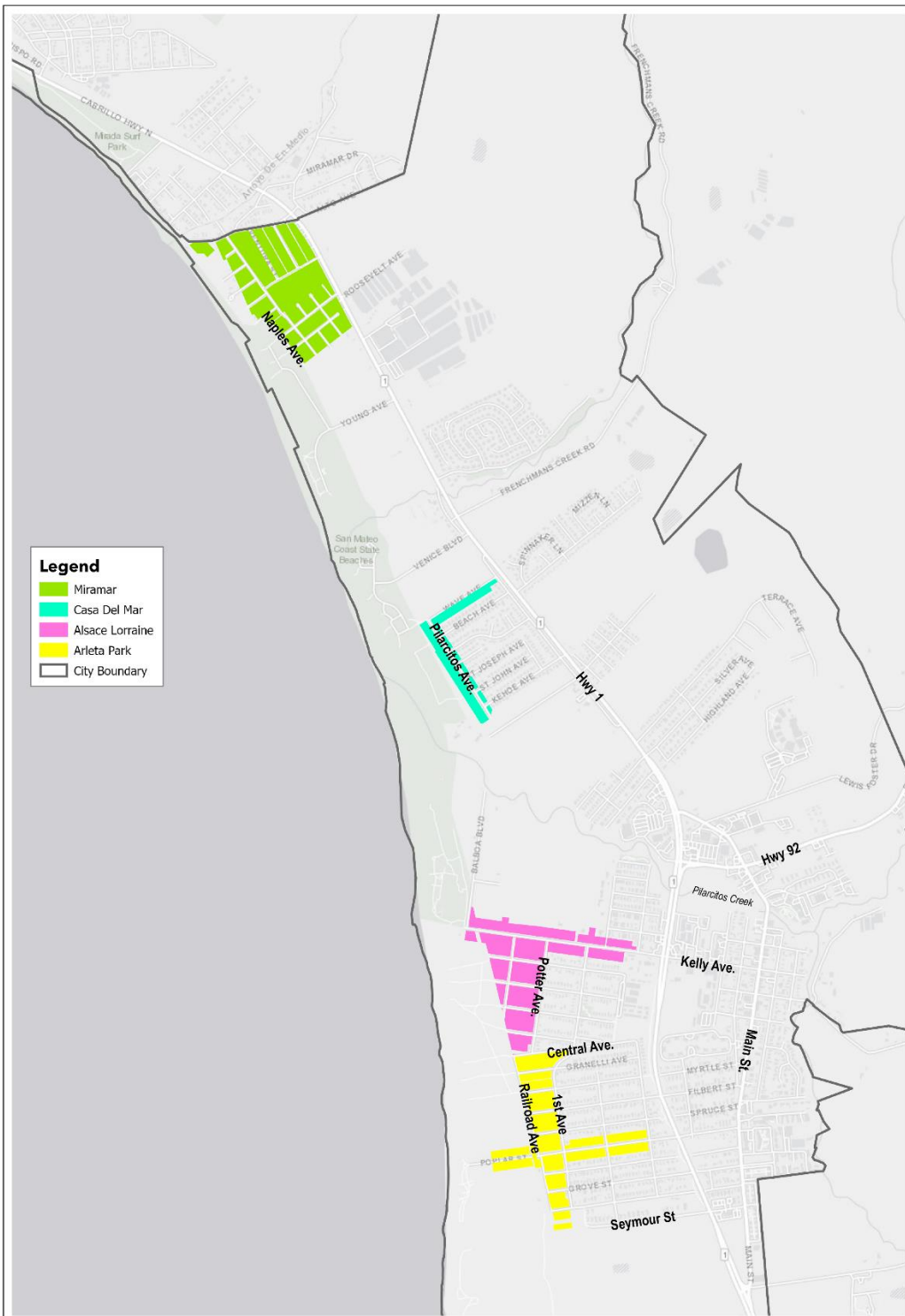
b. When a parking exception has been granted in accordance with Section 18.36.080.

3. Notwithstanding any other provisions of this code, the required parking space may be located as a tandem space in an existing driveway or in the required setbacks.

4. When a private garage, carport, or covered parking structure is demolished or converted in conjunction with the construction of an accessory dwelling unit within the areas depicted in Figure 18.33-1, or a junior accessory dwelling unit anywhere in the city, the spaces contained in such structures shall be replaced to the extent they are required to meet the numerical parking requirements in Chapter 18.36. The replacement spaces may be located in any configuration on the same lot as the accessory dwelling unit, including, but not limited to, enclosed spaces, unenclosed spaces, or tandem spaces, or by the use of mechanical automobile parking lifts; provided, that the spaces and driveway comply with the requirements found in Sections 18.06.040(D) and (E), to the extent those requirements do not conflict with this chapter.

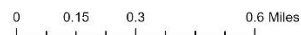
I. After January 1, 2025 and if permitted by state law, either the primary dwelling or the accessory dwelling unit shall be occupied by the owner of record as his or her principal residence.

Figure 18.33-1: Map of Required ADU Parking Areas



HALF MOON BAY

Figure 18.33-1: Map of Required ADU Parking Areas



18.33.0650 Combination proposals.

When an accessory dwelling unit or junior accessory dwelling unit is proposed in conjunction with another proposal for which city approval is required under this code, the following options apply:

- A. The applicant is encouraged to submit the accessory dwelling unit or junior accessory dwelling unit and other proposal(s) for combined review by the city. If the applicant makes this election, he or she voluntarily forgoes the streamlining procedures described in Section 18.33.020.
- B. The applicant may elect to have the city process the accessory dwelling unit or junior accessory dwelling unit separately from the other proposal(s). If the applicant makes this election, the streamlining procedures described in Section 18.33.020 would apply to the accessory dwelling unit or junior accessory dwelling unit proposal after the applicant obtains city approval for the other proposal(s).

For either option, the certificate of occupancy for the accessory dwelling unit or junior accessory dwelling unit shall not be issued before the certificate of occupancy for the primary dwelling unit.

18.33.060 Converted parking.

~~When a private garage, carport, or covered parking structure is demolished or converted in conjunction with the construction of an accessory dwelling unit, the spaces contained in such structures shall be replaced to the extent they are required to meet the numerical parking requirements in Chapter 18.36. The replacement spaces may be located in any configuration on the same lot as the accessory dwelling unit, including, but not limited to, enclosed spaces, unenclosed spaces, or tandem spaces, or by the use of mechanical automobile parking lifts; provided, that the spaces and driveway comply with the requirements found in Sections 18.06.040(D) and (E), to the extent those requirements do not conflict with this chapter.~~

18.33.070 Conformance with certified local coastal program.

New accessory dwelling units and junior accessory dwelling units shall conform to all applicable requirements of the city’s local coastal program, the zoning code, this chapter, and any existing coastal development permit, including that the proposed ~~accessory dwelling unit~~ will avoid environmental hazards and will not adversely impact any coastal resources including any of the following:

- A. Environmentally sensitive habitat areas, ~~or significant vegetation such as native trees, vegetation, riparian corridors~~ areas, wetlands, or riparian or wetland buffers ~~or visually prominent tree stands as designated in the local coastal program or the zoning code.~~
- B. Significant topographic features, including but not limited to steep slopes, ridgelines or bluffs, water-courses, streams or wetlands or any areas as designated in the local coastal program.
- C. Significant public views including ~~Heritage old D~~ Heritage old D ~~downtown, upland slopes~~ scenic hillsides or broad ocean views from Highway 1 as designated in the local coastal program.
- D. Areas of public access to the coastal trail or beach areas including those as designated in the local coastal program.
- E. Archaeological resources.

- F. Prime agricultural land or soil.

18.33.080 Declaration of restrictions.

Any declaration of restrictions regarding owner occupancy previously recorded in conjunction with development of an accessory dwelling unit remains valid and binding on any successor in ownership of the property, unless the accessory dwelling unit is removed. If permitted by state law, Before obtaining a building permit for an accessory dwelling unit, theany property owner obtaining a building permit for an accessory dwelling unit after January 1, 2025 shall file with the county recorder a declaration of restrictions containing a reference to the deed under which the property was acquired by the present owner and stating that:

- A. Neither the single-family dwelling nor the accessory dwelling unit shall be sold or otherwise conveyed separately from the other unit, either directly or indirectly.
- B. The accessory dwelling unit is a permitted use only so long as either the main residence or the accessory dwelling unit is occupied by the owner of record as his or her principal residence, pursuantsubject to Section 18.33.050(H)30(I) or ~~18.33.040(J)~~.
- C. The restriction is binding on any successor in ownership of the property; lack of compliance will result in the accessory dwelling unit becoming an illegal, nonconforming use subject to the code enforcement and abatement proceedings established by this code.
- D. The ~~deed~~restrictions shall lapse upon removal of the accessory dwelling unit.

18.33.090 Incentives.

The following incentives are to encourage construction of accessory dwelling units:

- A. Affordability Requirements for Fee Waiver. Accessory dwelling units proposed to be rented at rents affordable to very low or low income households for at least five years may request a waiver of all city fees, subject to the sole discretion and approval of the city council. The city and applicant shall enter into an affordable housing agreement governing the accessory dwelling unit and that agreement shall be recorded against the property.
- B. Parking. The covered parking requirement for ~~the a~~ proposed primary residence shall be limited to one covered parking space and one uncovered parking space if an accessory dwelling unit is also proposed~~provided~~. The uncovered parking space may be provided in the side yard setback (if on a corner lot) or front yard setback under this incentive with the parking design subject to approval of the community development director. The maximum impervious surfaces devoted to the parking area shall be no greater than the existing driveway surfaces at time of application. Not more than fifty percent of the front yard width shall be allowed to be parking area.

~~**18.33.100 Owner occupied exception.**~~

~~The owner occupancy requirement in Sections 18.33.030(I), 18.33.040(J) and 18.33.080(B) may be waived by the community development director for a period not to exceed two years in any ten-year period upon a finding of hardship due to medical, family, employment or other special circumstances provided the owner retains ownership and establishes his or her intent to maintain the single family dwelling or accessory dwelling unit as his or her primary residence.~~

18.02.040 Definitions.

“Accessory building” or “accessory structure” means a detached subordinate building, the uses of which are incidental to a permitted principal use conducted within the main or principal structure on a parcel. An accessory building or use is not permitted without a permitted use on the property. An accessory dwelling unit is not considered an accessory building or accessory structure. For purposes of Chapter 18.33 (Accessory Dwelling Units), an accessory structure must be fully enclosed.

“Accessory dwelling unit” means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons on the same parcel as a ~~single family~~ primary dwelling unit. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation. An accessory dwelling unit also includes the following: (1) an efficiency unit, as defined in Health and Safety Code Section 17958.1, and (2) a manufactured home, as defined in Health and Safety Code Section 18007.

“Efficiency Unit” has the same meaning as set forth in California Health and Safety Code Section 17958.1.

~~Dwelling, Accessory or Second. “Second or accessory dwelling” means a detached or attached dwelling unit located on a single family residential lot that contains a one family dwelling.~~

~~“Second dwelling unit” means a detached or attached permanent dwelling unit located within a residential zone on a lot which contains a single family dwelling. A second unit provides complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, sanitation, and parking. A second unit may be attached to or detached from the primary dwelling. Second dwelling units are governed by Chapter 18.33, titled “Second Dwelling Units.”~~

“Junior accessory dwelling unit” means a unit that is no more than 500 square feet in size and contained entirely within an existing single-family structure, including an attached garage. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure, as defined in California Government Code Section 65852.22.

Yard, Corner Side. “Corner side yard” means a yard between the street facing side lot line ~~abutting the street~~ on a corner lot and the nearest line of building.

18.06.050 Exceptions to development standards.

...

E. Development Standards for Exceptional, Substandard and Severely Substandard Lots. This section sets forth standards for development on substandard or severely substandard lots, which are defined in the zoning code definitions in Section 18.02.040.

1. Exceptional lots shall be subject to the R-1 development standards set forth in Table B of this chapter, unless otherwise specified.

2. Development on substandard or severely substandard lots, other than exceptional lots, shall meet all standards set forth in Tables E and F of this chapter, respectively, unless otherwise specified. Project design review pursuant to Chapter 14.37 is required for all development, including additions and accessory structures but not including any ~~wholly within existing development~~ streamlined accessory dwelling unit, as defined in Section 18.33.030, on any substandard or severely substandard lot or building site except as provided in subsection (E)(3) of this section.

3. Coastal Act Consistency. The exception to development standards for substandard, severely substandard, and exceptional lots set forth in this subsection shall only be applied in full conformity with coastal development permitting requirements pursuant to Sections 30600 and 30610 of the Coastal Act and Title 14 Sections 13250, 13252, and 13253 of the California Code of Regulations and Sections 18.20.025 and 18.20.030 of the zoning code.

...



CITY OF HALF MOON BAY
Planning

JUL 30 2021

RECEIVED

July 28, 2021

Via Email/US Mail

Ms. Jill Ekas
Community Development Director
City of Half Moon Bay
501 Main Street
Half Moon Bay, CA 94019

Re: ADU/JADU Ordinance under Consideration

Dear Ms. Ekas,

I write to offer comments on the draft ADU/JADU ordinance under consideration. I am writing on behalf of the Ocean Colony Association and its roughly 570 members. We appreciate the time taken by staff to develop the draft and we recognize the importance of increasing housing in the Bay Area.

We also appreciate the draft's recognition, by excluding garage conversions, that the narrow streets in Ocean Colony area pose a special design challenge regarding increasing the intensity of usage in Ocean Colony. These streets average less than half the width of typical city streets. In Ocean Colony overnight parking is prohibited as a result, leaving no overflow capacity for homeowners that might increase their automobiles due to having an ADU.

Ocean Colony is a Planned Unit Development (PUD) that is now considered fully developed. It includes about 23 subdivisions encompassing about 570 homes. It also includes a golf course and a major hotel. All of this development was initially conceived in the mid-1970s and permitted. The roads, sewer, water, gas, electrical, and drainage systems were all sized and permitted with the understanding that Ocean Colony would be and remain a residential community with a golf course and a hotel. The design is fully integrated with infrastructure systems that intertwine among the residential and commercial properties.

An example is the sewer system, which was recently the subject of a major planned system upgrade at the Ocean Colony pump station now under way by the City of Half Moon Bay. The capacity of this pump station was not changed by the upgrade according to the City Project Manager. Yet, approving ADUs within Ocean Colony will necessarily increase the pump station usage if the ordinance is successful in achieving its purpose of increasing housing. As the City gains experience approving ADUs/JADUs it will be necessary to keep close attention to the cumulative burdens placed on infrastructure to assure their continued performance. The draft



July 28, 2021
Ms. Jill Ekas
ADU/JADU Ordinance under Consideration
Page 2

ordinance also limits ADU/JADUs to designs fitting within the existing footprint of a single-family home. This limitation may help to mitigate increased infrastructure usage.

Ocean Colony was designed with a view toward multiple types of residences including single family detached, townhouses, apartments, and condominiums. ADUs/JADUs can be viewed in the context of that continuum. All property owners within Ocean Colony are bound since 1974 by the Covenants, Conditions, Restrictions, and Reservations (CC&Rs) to maintain the rights and obligations defined therein. The members bear at their own expense maintenance of the roads, for example, which are typically borne by a city. So, we view our relationship with Half Moon Bay as a partnership in good governance. Sincerely, Bill Balson

Sincerely,
Bill Balson, President
Board of Directors
For Ocean Colony Association

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **August 17, 2021**

TO: Honorable Mayor and City Council

VIA: Bob Nisbet, City Manager

FROM: John Doughty, Public Works Director
Maziar Bozorginia, City Engineer
Jonathan Woo, Assistant Engineer

TITLE: DESIGN AND ENVIRONMENTAL SERVICES FOR POPLAR STREET TRAFFIC CALMING AND SAFETY PROJECT (CIP NO. 0593)

RECOMMENDATION:

Adopt a resolution authorizing the City Manager to execute a professional agreement with CSW/ST2 Engineering Group, Inc. for continuation of design and environmental review services of the Poplar Street Traffic Calming and Safety Project in an amount not to exceed \$98,000.

FISCAL IMPACT:

The City Council adopted Capital Budget for Fiscal Year 2021-2022 includes sufficient funds for this action.

STRATEGIC ELEMENT:

This action supports the Infrastructure and Environment, Healthy Communities and Public Safety Elements of the Strategic Plan.

BACKGROUND:

A Complete Street describes a comprehensive integrated transportation network with infrastructure and design that allows safe and convenient travel along and across streets for all users, including pedestrians, bicyclists, persons with disabilities, and motorists. Each street may have various best practices applied, as the users and needs will vary from location to location while trying to maintain a streamlined network. In 2008, the State of California enacted the California Complete Streets Act of 2008 (AB 1358), which required cities and counties to revise general plans and identify how they will provide for mobility needs for all users within roadways. At the meeting of November 20, 2012, the City Council approved a resolution to adopt a Complete Street Policy.

The San Mateo City/County Association of Governments (C/CAG) announced on September 12, 2016, a call for Transportation for Livable Communities (TLC) projects under Metropolitan

Transportation Commission's (MTC) One Bay Area Grant 2 (OBAG 2). The Public Works Department applied for a grant on November 18, 2016, and subsequently awarded \$1,202,000 towards the construction of the project.

On January 17, 2019, the City released a request for proposals (RFP) for design and environmental services for the Poplar Complete Streets Project (Project). The RFP sought to identify qualified professionals that thoroughly addressed components of the RFP. The RFP emphasized the need to have a clear understanding of the project (including community and setting), experience with similar kinds of projects, experience, and the ability to work with staff and the community in developing a design that incorporates the tenets of complete streets while recognizing the unique attributes of Poplar Street. To reaffirm, this project does not anticipate removing any trees and is looking at options to plant more in areas along the project area.

On February 21, 2019, the City received four (4) proposals from firms in response to the RFP. After careful review of the proposals by a committee comprised staff from the Public Works and Community Development Department, it was determined that all four (4) firms were qualified to perform design services for the project. Based on the rankings and familiarity with similar projects, staff identified CSW/ST2 Engineering Group, Inc. (Consultant) as the most qualified for this project and recommended award of a professional services agreement for design and environmental services of Poplar Street. On May 7, 2019, the City Council approved a professional services agreement with the consultant in the amount of \$156,000.

DISCUSSION:

Due to the COVID-19 pandemic that started in March of 2020, the project was suspended and delayed until a future date. The project was reauthorized by the City Council on April 6, 2021, due to the time critical nature of grant award/use. The OBAG grant program is coming up on its final year and in order to ensure funding is obtained all projects sponsors are to submit request for funding by the end of 2021.

Given the critical timeline, City staff met with the consultant to discuss reinitiating the project. Discussions were had on the remaining scope of work needed for completion. At the time of the unintended suspension, the consultant had completed approximately 50% of the initial project scope and spent \$87,000. During restart discussions with the consultant, it was also determined that there was additional consultant work and time that had not been billed for but had to be suspended at the time. The consultant's current proposal comes to \$98,000, which would get us to complete all necessary steps to obtain construction funding and advertise for construction bids. Due to the suspension and timelapse, the total increase in project cost for the required services is \$29,000.

The City's Mobility Subcommittee held a meeting on August 4, 2021, to receive an update on the project restart, proposed costs and scheduling and discuss any questions and concerns. The information provided in this report was reviewed and discussed as well.

Staff is recommending that the City Council adopt a resolution authorizing the City Manager to execute a professional services agreement for design and environmental services for the Poplar Complete Street Project with CSW/ST2 Engineering Group, Inc. in the amount of \$98,000.

ATTACHMENT:

Resolution

Resolution No. C-2021- _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY
AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT
WITH CSW/ST2 ENGINEERING GROUP, INC. FOR DESIGN AND ENVIRONMENTAL SERVICES FOR
THE POPLAR STREET TRAFFIC CALMING AND SAFETY PROJECT (CIP NO. 0593) IN AN AMOUNT
NOT TO EXCEED \$98,000**

WHEREAS, Chapter 2.50 of the Half Moon Bay Municipal Code establishes a personnel system and procedures for the administration of personnel matters, and;

WHEREAS, on January 17, 2019, the City released a request for proposals (RFP) for design and engineering services for the Poplar Street Traffic Calming and Safety Project (Project). The RFP sought to identify qualified professionals to supplement staff on engineering related efforts for a project within the Capital Improvement Program, and;

WHEREAS, after a careful review of the proposals by a committee of City staff, it was determined that CSW/ST2 Engineering Group, Inc. was the best qualified candidate to support the Project, and;

WHEREAS, due to the start of the COVID-19 pandemic in March of 2020, work was suspended on the Project and was subsequently delayed due to economic uncertainty, and;

WHEREAS, the reauthorization of the Project was approved by City Council on April 6, 2021, and;

WHEREAS, City staff met with the consultant to discuss reinitiating the project, review remaining scope of work and requested proposal to complete the project, and;

WHEREAS, the City’s Mobility Subcommittee received an update on the project at a meeting on August 4, 2021 and provided feedback regarding next steps, and;

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Half Moon Bay hereby authorizes the City Manager to execute a Professional Services Agreement with CSW/ST2 Engineering Group, Inc. for design and environmental services of the Poplar Street Traffic Calming and Safety Project in and amount not to exceed \$98,000.

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 17th day of August, 2021 by the City Council of Half Moon Bay by the following vote:

AYES, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ATTEST:

APPROVED:

Jessica Blair, City Clerk

Robert Brownstone, Mayor

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **August 17, 2021**

TO: Honorable Mayor and City Council

VIA: Bob Nisbet, City Manager

FROM: John Doughty, Public Works Director
Maziar Bozorginia, City Engineer
Jonathan Woo, Assistant Engineer

TITLE: AGREEMENT FOR SANITARY SEWER SMOKE TESTING SERVICES

RECOMMENDATION:

Adopt a resolution authorizing the City Manager to award and execute a Professional Services Agreement (PSA) with Total Flow, Inc. of Hayward, California to provide Sanitary Sewer Smoke Testing Services.

FISCAL IMPACT:

This is a Planned CIP Project. The current 2021-2022 Inflow and Infiltration Program has sufficient funds to cover this PSA contract in the amount of \$46,600.00.

STRATEGIC ELEMENT:

This action supports the Infrastructure and Environment, Healthy Communities and Public Safety Elements of the Strategic Plan.

BACKGROUND:

Infiltration and Inflow (I&I) into Municipal sewer systems is a common problem and the City's collection system is no exception. Increases in pipe flow during periods of wet weather can contribute to sanitary sewer overflows and increase treatment plant loading. Smoke testing is an effective way to locate and identify sources of storm water infiltration into the City's collection system.

In 2020, as part of the Inflow and Infiltration Program, the City tested approximately 10.6 miles of gravity sewer in multiple subdivisions, such as, Miramontes, Pilarcitos Park, Ocean Shore, Highland Park, Newport Terrace, Kehoe Estates, and Sea Haven Subdivisions. A total of 13 defects were found ranging from illegal connections, defective private laterals and leaking sewer manholes. For example, a small storm drain inlet located at the edge of an asphalt pathway was found to be mistakenly connected directly to the sewer system--the number of defects discovered by a smoke testing endeavor is not necessarily proportionate with the

impact on the collection system. As of August 2021, all 13 defects have been voluntarily resolved.

The 2021 Smoke Testing covers about 9.2 miles of sewer pipe at various locations City-wide. 2021 locations include Ocean Colony. These locations were recommended for smoke testing by the 2016 Sewer Master Plan as locations with high reported potential for inflow and infiltration.

DISCUSSION:

On Friday, June 25, 2021, the City released a request for qualifications (RFQ) for Sanitary Sewer Smoke Testing Services. Two proposals were received from the following qualified firms:

Proposer	Total Bid
Total Flow, Inc.	\$ 46,600.00
National Plant Services, Inc.	\$ No Cost Proposal
Engineer's Estimate	\$ 48,108.00

Public Works staff reviewed the submitted proposals for qualification, experience, demonstrated knowledge and capabilities, understanding of the project and proposed approach, as well as project fees and overall fit with the City of Half Moon Bay. From that criteria, Total Flow, Inc. was chosen as best qualified to provide Smoke Testing Services. Furthermore, Total Flow performed the 2019 and 2020 smoke testing and has proven capable and trustworthy. Staff recommends awarding the contract to Total Flow, Inc.

ATTACHMENTS:

1. Resolution
2. Smoke Testing Project Map

Resolution No. C-2021- _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY
AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT
WITH TOTAL FLOW, INC. FOR SANITARY SEWER SMOKE TESTING SERVICES**

WHEREAS, on Friday, June 25, 2021, the City released a request for qualifications (RFQ) to identify qualified professionals to provide Sanitary Sewer Smoke Testing Services; and

WHEREAS, after careful review of the proposals by City staff, it was determined that Total Flow, Inc. was best qualified to provide Sanitary Sewer Smoke Testing Services; and

WHEREAS, Total Flow performed the 2019 and 2020 smoke testing after competitive bidding and has proven capable; and

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Half Moon Bay hereby authorizes the City Manager to execute a Contract Agreement with Total Flow, Inc. for Sanitary Sewer Smoke Testing Services in the amount of \$46,600.00.

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 17th day of August 2021 by the City Council of Half Moon Bay by the following vote:

AYES, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ATTEST:

APPROVED:

Jessica Blair, City Clerk

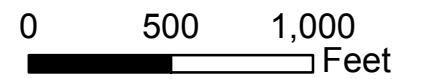
Robert Brownstone, Mayor

City of Half Moon Bay

2021 Sewer Smoke Testing Program

Legend

- ◆ Cleanout
- Manhole
- 🏠 Pump Station
- Sewer Pipes for Smoke Testing
- Existing Sewer FM
- Existing Gravity Sewer



BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **August 17, 2021**

TO: Honorable Mayor and City Council

VIA: Bob Nisbet, City Manager

FROM: John Doughty, Public Works Director
Todd Seeley, Public Works Superintendent

TITLE: AMENDMENT NO. 1 TO AGREEMENT WITH ELS ARCHITECTURE AND URBAN DESIGN, INC., FOR DESIGN SERVICES FOR HALF MOON BAY CORPORATION YARD PROJECT

RECOMMENDATION:

Adopt a resolution authorizing the City Manager to execute Amendment No. 1 to the Professional Services Agreement with ELS Architecture and Urban Design, Inc. (ELS+), in the amount of \$184,500 for architectural design services for the Corporation Yard Project.

FISCAL IMPACT:

There is sufficient funding in the FY 2021-2022 Capital Improvement Program. The City has finalized a loan with the State of California Infrastructure and Economic Development Bank (iBank) providing funding for environmental, entitlement and design services. The City included some additional General Funds to the project for this Fiscal Year. Additional funds will be needed to fully build out the 880 Stone Pine Master Plan.

STRATEGIC ELEMENT:

This action supports the Infrastructure and Environment and Public Safety Elements of the Strategic Plan.

BACKGROUND:

The Half Moon Bay Public Works Corporation Yard is located at 880 Stone Pine Road. Over the last decade this site was either operated under a license agreement or lease with Peninsula Open Space Trust (POST). Currently, Public Works staff are using a portion of the site including the former ranch house as administrative offices and open areas (and a series of storage containers) to store equipment and supplies for City utility, facility and other capital maintenance.

On Friday, January 15, 2021, the City of Half Moon Bay closed escrow on the purchase of a 21-acre property at 880 Stone Pine Road. Fronting on Highway 92 near the eastern Half Moon Bay

limits, the property has been leased by the City since 2009, with most of it used as the City’s corporation yard facility. The purchase price was \$2.18 million and was acquired from the Peninsula Open Space Trust (POST).

On February 2, 2021, the City Council authorized the City Manager to execute a Professional Services Agreement with ELS. This work included conceptual master planning of entire property, evaluation of programming needs and more detailed conceptual planning of the Corporation Yard itself. ELS prepared several design alternatives for consideration by the City. Staff have agreed in principal to what is identified as “Option 2”. This option retains the existing office building for continued use while ultimately constructing a Sprung Structure for indoor materials and equipment storage, restrooms, locker rooms and interior workshops. The master plan includes provision of a solar farm, trail head parking lot and area for a future community garden. Public Works will be holding a study session with the Planning Commission on August 24, 2021. We are also in the process of preparing CEQA documents.

The Corporation Yard is a critical facility for Half Moon Bay and the greater Coastside area. The City is obligated to maintain its streets, parks, facilities, and utilities. A permanent, ADA-compliant facility is necessary on the site for maintenance staff, vehicles, equipment, and materials. This property has provided an important infrastructure for our maintenance staff to keep Half Moon Bay clean, safe, and functioning. In addition to maintenance, the property will also be used for emergency preparedness and operations.

DISCUSSION:

Staff is requesting approval of this amendment with ELS Architecture and Urban Design. ELS+ to complete architectural design and construction drawings for Phase 1 of the Corporation Yard. This work represents the next level work necessary to complete entitlements and construct portions of the Corporation Yard by August 2022 in accordance with the City’s agreement with the California iBank. Work will include 35-percent level design for Corporation Yard Phases 1a, 1b and 2. Construction documents for Phase 1a and related meetings and entitlement related assistance. Phase 1a includes all site work for Corporation Yard, fencing of yard, security systems, utilities to and within site, and paved access drive to site. This phase would include pad grading of Sprung Structure, but no actual poured pad or building (Phase 1b). The phasing is reflective of funding limitations—Phase 1b is estimated to cost approximately \$1.5 million.

The project manager for this project remains Mark Schatz. Mark worked on both Carter Park and the Library and is familiar with the Half Moon Bay community and brings that experience to this project. Mark has also worked on similar corporation yard projects in the greater Bay Area.

The City requested an initial proposal and has met and negotiated ELS+ to negotiate the scope and cost proposal.

ATTACHMENTS:

- 1. Resolution
- 2. ELS+ Scope of Work

Resolution No. C-2021-___

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY
AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE PROFESSIONAL
SERVICES AGREEMENT WITH ELS+, INC FOR DESIGN SERVICES IN THE AMOUNT OF \$184,500**

WHEREAS, the City of Half Moon Bay recently acquired a 21-acre property located at 880 Stone Pine Road.;

WHEREAS, the City intends to develop a portion of this property to be used as a Corporation Yard for Public Works Operation;

WHEREAS, ELS+ has worked on initial design of 880 Stone Pine and the Corporation Yard facility;

WHEREAS, additional funding for design services is needed to complete entitlements and meet obligations of the loan from the California IBank;

WHEREAS, adequate funds are available in the City’s proposed FY 2021-22 budget for these services.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Half Moon Bay hereby authorizes the City Manager to execute the Professional Services Agreement with ELS+ in the amount of \$184,500.

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 2nd day of February 2020 by the City Council of Half Moon Bay by the following vote:

AYES, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ATTEST:

APPROVED:

Jessica Blair, City Clerk

Robert Brownstone, Mayor

August 5, 2021

John Doughty
Public Works Director
501 Main Street
Half Moon Bay, CA 94019
(650) 726-8252
JDoughty@hmbcity.com

cc: Todd Seeley, TSeeley@hmbcity.com

**Subject: Half Moon Bay Corp Yard Project
Proposal for Additional Services Contract Amendment**

Dear John,

ELS is pleased to present this proposal for additional services for the Half Moon Bay Corp Yard Project. This work is proposed as an ASR and would be an amendment to our existing contract.

Scope:

Conceptual/Schematic design of the project has been completed under the current agreement. The project is currently being developed for four phases of construction. Project design and coordination elements for these phases includes the following:

Phase 1a: Estimated Construction Cost: \$1,470,050 based on Concept/Schematic documents

- Site electrical service and distribution
- Parking lots including striping
- Fencing and rolling gates
- Site security including card readers at the entry gates and lighting at the gates only
- New CMU trash and landscape materials bins, including floor slab
- Roof covering over the trash areas
- Temporary signage at main entry
- Electrical site utilities including power, data, and security
- Site lighting at the entries and security lighting inside the fenced area
- Coordination of Not-in-Contract elements by City's civil consultant
 - Site clearing, prep, and grading
 - Site wet utilities
 - Paved roadways with curb and gutter
 - Drainage from the trash areas

HMB Corp Yard Project, Proposal for Additional Services Contract Amendment

August 5, 2021

Page 2 of 3

Phase 1b: Estimated Construction Cost \$1,096,326 based on Concept/Schematic documents and that the This is also based on the approach that the prefabricated building will be purchased separately by the City, but installed by the project contractor.

- Preparation work for the new workshop/storage building
- Under-slab piping for electrical and future plumbing
- Coordination of a new prefabricated workshop/storage building and enclosure
 - Design/build structure purchased by the City under a separate contract
 - ELS scope to include:
 - Coordination of the building design with manufacturer
 - Pertinent related work outside the manufacturer's scope
 - Performance specifications for fire sprinkler system
 - Electrical work including:
 - Power and data conduit
 - Wiring and outlets
 - Fire alarm system
 - Coordination of general lighting included in the manufactured structure

Phase 2: Estimated Construction Cost \$369,039 based on Concept/Schematic documents

- Interior improvements within the workshop/storage building including:
 - Two storage rooms
 - One locker room
 - Two restroom/shower rooms
 - Related mechanical/plumbing/electrical systems for the interior buildout

Combined Estimated Construction Cost for Phases 1a, 1b, and 2: \$2,935,415

Future Phase 3: This future phase of work has not been estimated but includes elements such as the following:

- Solar panel array
- Community garden
- Creekside hiking path in the setback zone

Note: This proposal does not include work associated with Future Phase 3, however, site planning for the above elements will be incorporated into our documents for the purpose of securing the necessary entitlements for the full project.

HMB Corp Yard Project, Proposal for Additional Services Contract Amendment

August 5, 2021

Page 3 of 3

Fees/Schedule:

We propose the following Lump-Sum fee structure and schedule:

Design Development: Phase 1a, 1b, and 2 Combined	\$84,000	7.5 Weeks
Construction Documents: Phase 1b Only	\$63,000	5.5 Weeks
Meetings/Presentations	\$10,000	
Entitlements	\$25,000	
Expenses	\$2,500	
<hr/>		
Total Fee	\$184,500	13 Weeks

The above fees include allowance for Structural, Electrical, and Cost Estimating Consultants. Should other consultants become necessary, they can be added as an additional service. Civil engineering work will be done under the City's separate agreement with the consultant.

This proposal does not include fees for work associated with Phase 1b and Phase 2 Construction Documents. This proposal does not include fees for work associated with the permitting, bidding, or construction administration phases of work. These will be included in a later contract amendment.

Services will be invoiced monthly with payment due within 30 days of receipt. We do not anticipate many reimbursable expenses for this assessment. If any are incurred, they will be billed at the rate of 1.10 times direct expenses.

Hourly rates and expenses per schedule provided in original proposal.

The time frames listed above reflect our best estimates of the minimum time required to perform the services for each phase of work. The actual schedules might be longer than this based on the timing of meetings and client reviews.

Thanks for your consideration. We look forward to the opportunity to continue our work with Half Moon Bay on the Corp Yard Project. Should you have any questions or comments, please do not hesitate to contact me.

Regards,



Jeffrey Zieba, AIA, CASp, LEED BD+C

Principal

If The City is agreeable to the above, please return a signed copy to our office.

APPROVED

John Doughty, Director of Public Works
The City of Half Moon Bay

Date

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

FOR MEETING OF: August 17, 2021

TO: Honorable Mayor and City Council

VIA: Bob Nisbet, City Manager

FROM: Lisa Lopez Rossi, Administrative Services Director

TITLE: **AGREEMENT WITH BOUCHER LAW FOR CITYWIDE CLASSIFICATION AND COMPENSATION STUDY**

RECOMMENDATION:

Adopt a resolution authorizing the City Manager to execute an agreement with Boucher Law for a citywide classification and compensation study.

FISCAL IMPACT:

Estimated costs were incorporated into the Fiscal Year 2021-22 Adopted Budget. The cost of the citywide classification and compensation study is approximately \$45,000.

STRATEGIC ELEMENT:

This recommendation supports the Infrastructure and Environment and Fiscal Sustainability Elements of the Strategic Plan.

BACKGROUND:

During 2018 Labor Negotiations for employee Memorandums of Understanding (MOU) and Employee Compensation and Benefit plans, one of the items negotiated by Represented Management Team Members (MOU Section 3.7) was to conduct a Citywide Classification and Compensation Study.

Per the Represented Management Team Members Memorandum of Understanding, Section 3.7: *Citywide Classification and Compensation Study, the City's intent establishes a City-wide compensation philosophy and engages a consultant to conduct a classification and compensation study. As such, the consultant CPR HR, recently conducted a classification and compensation study for the existing Senior Maintenance Worker and Maintenance Worker I/II classifications.*

The City has previously selected CPS HR to perform the study. In March 2020, due to the state-ordered shelter in place it was agreed that the study would be postponed due to the fiscal

emergency the City experienced as a result of the 2020 Covid-19 pandemic. Upon the lifting of the order, the City resumed the study and found that CPS was no longer available to work on the project. Boucher Law submitted a proposal similar to what was agreed upon previously and management made the decision to accept the proposal in an effort to expedite the process.

While the Represented Management Team was the sole group to negotiate the classification and compensation study in their MOU, the City also agreed to include International Union of Operating Engineers Stationary Local 39, AFL_CIO in the study. This decision was made to promote equity within classifications and be most cost effective.

The Administrative Services Director and related staff will serve as main points of contact with Boucher Law. They will coordinate the efforts between departments and Boucher Law, as well as update the City Manager on all progress.

Results of the study will be reviewed by the department heads and City Manager, prior to bringing to the Council.

ATTACHMENT:

Resolution

RESOLUTION NO. C-2021-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH BOUCHER LAW
FOR CLASSIFICATION AND COMPENSATION STUDY SERVICES**

WHEREAS, Authorize the City Manager to execute an agreement with Boucher Law for classification and compensation study services for a citywide classification and compensation study for an amount up to \$46,000; and

WHEREAS, Per the Represented Management Team Memorandum of Understanding, Section 3.7 Citywide Classification and Compensation Study, the City’s intent engages a consultant to conduct classification and compensation studies; and

WHEREAS, the City had begun the study prior to the 2020 Covid-19 pandemic and due to a fiscal emergency had postponed the study until the following fiscal year, and

WHEREAS, the City agreed to continue the study and select a new vendor due to the previous vendor’s unavailability; and

WHEREAS, the City will also include International Union of Operating Engineers Stationary Local 39, AFL_CIO in the study as previously agreed; and

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Half Moon Bay authorizes the City Manager to execute an agreement with Boucher Law for classification and compensation study services for a citywide classification and compensation study

* * * *

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 17th day of August, 2021 by the City Council of Half Moon Bay by the following vote:

AYES, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ATTEST:

APPROVED:

Jessica Blair, City Clerk

Robert Brownstone, Mayor

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **August 17, 2021**

TO: Honorable Mayor and City Council

VIA: Bob Nisbet, City Manager

FROM: Lisa Lopez Rossi, Administrative Services Director

TITLE: **SALARY SCHEDULE FOR THE INTERNATIONAL UNION OF OPERATING ENGINEERS STATIONARY LOCAL 39, AFL-CIO; REPRESENTED MANAGEMENT TEAM MEMBERS, AND NON-REPRESENTED EMPLOYEES**

RECOMMENDATION:

Adopt a resolution approving the FY 2021-22 salary schedule representing a 2-percent increase to the base salary for the International Union of Operating Engineers Stationary Local 39 AFL-CIO, Represented Management Team Members, Non-Represented Confidential and Unrepresented Executive Employees, effective July 1, 2021.

FISCAL IMPACT:

The salary adjustments will reflect a 2-percent wage adjustment for the International Union of Operating Engineers Stationary Local 39 AFL-CIO, Represented Management Team Members, and Confidential and Non-Represented Employees for a total fiscal impact of \$84,080. However, funding for the adjustments to salary was not included in the FY 21-22 budget as negotiations were in process at the time of budget adoption. The budget will be updated to reflect the increase.

STRATEGIC ELEMENT:

This recommendation supports the Inclusive Governance Element of the Strategic Plan.

BACKGROUND/DISCUSSION:

In early 2020, to assist the City avoid a fiscal emergency during the Covid-19 pandemic, City employee groups with the exception of the International Union of Operating Engineers Stationary Local 39 AFL-CIO (Local 39), agreed to extend their contracts/plans and postpone negotiations until 2022.

On July 20, 2021, after five months of negotiations, the City Council authorized the City Manager to execute a five-year Memoranda of Understanding (MOU) with the Local 39 AFL-CIO that included for a 2% wage increase effective July 1, 2021. Following the approval of the Local 39 MOU, the City Council gave the City Manager authorization to offer the same compensation and

benefits package, as appropriate, to Represented Management Team, Confidential Employees and Executive Employees in lieu of negotiations, which were scheduled for Spring of 2022. This included a two (2) percent increase for all employees, which is reflected in the updated Salary Schedule.

The Salary Schedule includes two notes: a single or double asterisk. A single asterisk is utilized for positions that are vacant and not currently part of the organizational and staffing structure. The positions remain on the Salary Schedule as a placeholder in the event future changes warrant inclusion of one or more of those vacant/unutilized positions. A double asterisk is used to distinguish positions that may be filled at one of two classifications.

ATTACHMENT:

Resolution with Exhibit A (Salary Schedule for FY 2021-22)

Resolution No. C-2021-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY
ESTABLISHING THE SALARY SCHEDULE FOR CITY OF HALF MOON BAY EMPLOYEES FOR FISCAL
YEAR 2021-2022**

WHEREAS, the City of Half Moon Bay Municipal Code and Personnel Rules and Regulations empower the City Council to establish a compensation plan for all classifications in the City service; and

WHEREAS, in accordance with existing Memoranda of Understanding with the International Union of Operating Engineers Stationary Local 39 AFL-CIO, Represented Management Team Members, and Confidential and Non-Represented Employees, effective as per the terms of Memoranda of Understanding;

NOW, THEREFORE, BE IT RESOLVED THAT the attached salary schedule incorporated as Exhibit A to this resolution constitutes the compensation plan for all classifications in the City of Half Moon Bay is hereby approved.

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 17th day of August, 2021 by the City Council of Half Moon Bay by the following vote:

AYES, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ATTEST:

APPROVED:

Jessica Blair, City Clerk

Robert Brownstone, Mayor

**City of Half Moon Bay
Salary Schedule
Effective July 1, 2021**

Position	Class	Steps				
		A	B	C	D	E
Monthly Salary Ranges (e)						
Exempt - Non Represented Management						
City Manager	99-999	<i>Only one step</i>				19,708.70
Public Works Director	10-520	15,714	16,499	17,323	18,189	19,098
Community Development Director	10-505	14,462	15,185	15,944	16,741	17,578
Deputy City Manager	10-500	14,438	15,159	15,916	16,711	17,546
Finance Director*	10-490	14,328	15,044	15,796	16,585	17,414
Administrative Services Director	10-490	14,328	15,044	15,796	16,585	17,414
Assistant City Manager*	10-515	13,026	13,677	14,360	15,078	15,831
Communications Director/City Clerk	10-412	12,355	12,972	13,620	14,300	15,014
Contract Services Manager*	10-430	10,189	10,698	11,232	11,793	12,382
Assistant to the City Manager*	10-420	9,182	9,641	10,123	10,629	11,160
Exempt - Confidential						
Finance Manager*	10-485	10,500	11,024	11,575	12,153	12,760
Administrative Services Manager *	10-525	10,403	10,923	11,469	12,042	12,644
Management Analyst - Human Resources	10-721	7,786	8,175	8,583	9,012	9,462
Executive Assistant to the City Manager	10-715	6,608	6,938	7,284	7,648	8,030
Senior Accountant	10-745	8,727	9,163	9,621	10,102	10,607
Exempt - Represented Management						
City Engineer	10-750	12,694	13,328	13,994	14,693	15,427
Planning and Development Services Manager*	10-748	11,537	12,113	12,718	13,353	14,020
Senior Planner	10-724	9,124	9,580	10,058	10,560	11,088
Associate Engineer	10-746	8,991	9,440	9,912	10,407	10,927
Public Works Superintendent	10-400	8,521	8,947	9,394	9,863	10,356
Communications Specialist	10-727	8,020	8,420	8,841	9,283	9,747
Senior Management Analyst	10-727	8,020	8,420	8,841	9,283	9,747
Associate Planner	10-728	7,786	8,175	8,583	9,012	9,462
Management Analyst	10-721	7,786	8,175	8,583	9,012	9,462
Assistant Engineer	10-719	7,275	7,638	8,019	8,419	8,839
Recreation Coordinator	10-200	5,824	6,115	6,420	6,741	7,078
Non-Exempt Operating Engineers Local 39						
Deputy City Clerk	39-160	6905	7250	7613	7994	8394
Administrative Analyst*	39-158	6467	6790	7130	7487	7861
Community Preservation Specialist	39-158	6467	6790	7130	7487	7861
Permit Technician	39-250	6047	6349	6666	6999	7349
Administrative Assistant	39-155	5776	6065	6368	6686	7020
Senior Accounting Technician*	39-150	5576	5855	6148	6455	6778
Senior Maintenance Worker	39-280	6452	6775	7114	7470	7844
Maintenance Worker II	39-275	5480	5754	6042	6344	6661
Maintenance Worker I	39-255	4858	5101	5356	5624	5905
Accounting Technician	39-145	4977	5226	5487	5761	6049
Office Assistant II	39-135	4606	4836	5078	5332	5599
Office Assistant I	39-130	4037	4239	4451	4674	4908
Recreation Leader III	39-165	2971	3120	3276	3440	3612
Recreation Leader II	39-140	2679	2813	2954	3102	3257
Recreation Leader I	39-115	2367	2485	2609	2739	2876

*Approved Classifications, unbudgeted

Part-Time	Pay Cd/Range	2021 RATES Hourly Wage Steps				
Building Attendant I	890/012	15.30	16.07	16.87	17.71	18.60
Building Attendant II	890/015	17.72	18.61	19.54	20.52	21.55
Building Attendant III	890/018	21.52	22.6	23.73	24.92	26.17
Maintenance Assistant	890/015	17.72	18.61	19.54	20.52	21.55
Intern	02-100	20.57	21.6	22.68	23.81	25

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **August 17, 2021**

TO: Honorable Mayor and City Council

VIA: Bob Nisbet, City Manager

FROM: Matthew Chidester, Deputy City Manager
Victor Gaitan, Management Analyst

TITLE: REQUEST TO DEACCESSION THE HALF MOON GATEWAY SCULPTURE

RECOMMENDATION:

Adopt a resolution authorizing the deaccessioning of the Half Moon Gateway Sculpture.

FISCAL IMPACT:

The safe removal and storage of the artwork is estimated to cost \$10,000, which will be paid out of the City Manager's Office FY 2021-22 Budget.

STRATEGIC ELEMENT:

This action supports the Infrastructure and Environment element of the Strategic Plan.

BACKGROUND:

Over the years, the City of Half Moon Bay has accepted or permitted the acquisition and placement of art (primarily sculptures) in public places. There has historically been no formal agreement as to the terms of the acquisition, placement, or the removal of such art.

Several of these pieces of public art have been in the City's collection for many years and have started to show wear and may need to be relocated or removed for one reason or another. To help guide the process, the City Council adopted a Public Art Deaccessioning Policy on April 20, 2021. The Policy outlines a formal process for the removal of permanent artwork in the City's collection, including criteria for the deaccessioning request, clear procedures that must be followed, and options for the final disposition of the deaccessioned artwork.

The City started construction on the Highway 1 Safety and Operational Improvements – South project in October of 2020. This project will provide operational and safety improvements to Highway 1 between Wavecrest Road and Seymour Street. It includes construction of a new signalized intersection at South Main Street and Highway 1, will modify the right turn to South Main Street from northbound Highway 1, add three protected pedestrian crossings across Highway 1 and South Main Street and a protected bike-box on Street Main Street. The project

also includes two curved concrete entry structures and landscape improvements to create the Southern Gateway to downtown.

As construction has progressed and some of these new fixtures have been installed, the Half Moon Gateway Sculpture, located at the south end of Main Street and Highway 1, is no longer visible on the approach into town, and as construction continues, the area where the sculpture currently stands will undergo re-development. For those reasons, City staff recommended that the Half Moon Sculpture be removed from its current location and started the formal deaccessioning procedure.

Per the Public Art Deaccessioning Policy, under Section IV. Guidelines/Deaccessioning Criteria, City staff determined that deaccessioning criteria number 10 applies in this case: *The site where the work is located is undergoing privatization, or redevelopment or improvement for a public purpose.* Following the procedures laid out in the policy, staff presented the deaccessioning request to the Parks and Recreation Commission at their meeting on July 28, 2021. At that meeting the Commission was presented with all available relevant details, including the following:

- 1. **Artist’s name:** Sharon Mayes (deceased)
- 2. **Next-of-Kin:** Melissa Sanders-Self
- 3. **History of the Artwork:** The Half Moon Gateway Sculpture was dedicated on June 24, 2000, and was a joint commission by the Philanthropic Ventures Foundation, the Main Street Beautification Committee, and the City of Half Moon Bay

Although the artist has since passed, City staff were able to make contact with the artist’s daughter, who has been supportive of the proposed process and provided helpful background information about the sculpture. City staff also reached out to representatives from the Coastal Arts League, and the Half Moon Bay History Association, both of whom supported the City’s proposal as well.



After receiving the presentation from staff, the Parks and Recreation Commission made a recommendation that the Half Moon Gateway Sculpture be removed (deaccessioned) from its current location and be temporarily stored at the City’s Corporation Yard until a new location for it is found through a public process. Staff are currently in the process of developing a public art policy for the City, which will include the process through which artwork is placed on public property. This policy is expected to be completed by the end of 2021.

DISCUSSION:

Per the Public Art Deaccessioning Policy, *“The City Council shall review deaccessioning recommendations made by the Parks and Recreation Commission and make final*

determinations on the request". City Staff recommends that the Council approve the recommendation from the Parks and Recreation Commission that the Half Moon Gateway Sculpture be removed (deaccessioned) from its current location and stored at the City's corporation yard until future disposition is determined in compliance with the City's public art policy once it is completed.

Attachment:

Resolution of the City Council of the City of Half Moon Bay Authorizing the Deaccessioning of the Half Moon Gateway Sculpture

RESOLUTION NO. C-2021-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY
AUTHORIZING THE DEACCESSIONING OF THE HALF MOON GATEWAY SCULPTURE**

WHEREAS, the Half Moon Gateway Sculpture, sculpted by artist Sharon Mayes, was dedicated on June 24, 2000, and was a joint commission by the Philanthropic Ventures Foundation, the Main Street Beautification Committee, and the City of Half Moon Bay; and

WHEREAS, due to the construction of the Highway 1 Safety and Operational Improvements – South project, the Half Moon Gateway Sculpture, located at the south end of Main Street and Highway 1, is no longer visible on the approach into town, and as construction continues, the area where the sculpture currently stands will undergo redevelopment; and

WHEREAS, the City Council adopted a Public Art Deaccessioning Policy on April 20, 2021; and

WHEREAS, the Deaccessioning Policy outlines a formal process for the removal of permanent artwork in the City’s collection, including criteria for the deaccessioning request, clear procedures that must be followed, and options for the final disposition of the deaccessioned artwork; and

WHEREAS, after receiving a presentation from city staff, the Parks and Recreation Commission made a recommendation that the Half Moon Gateway Sculpture be removed (deaccessioned) from its current location and temporarily stored at the City’s Corporation Yard until a new location for it is found through a public process; and

WHEREAS, Per the Public Art Deaccessioning Policy, *“The City Council shall review deaccessioning recommendations made by the Parks and Recreation Commission and make final determinations on the request”*; and

WHEREAS, City staff recommends approval of the recommendation from the Parks and Recreation Commission that the Half Moon Gateway Sculpture be removed (deaccessioned) from its current location and stored at the City’s corporation yard until future disposition is determined in compliance with the City’s public art policy once it is completed.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Half Moon Bay hereby authorizes the removal of the Half Moon Gateway Sculpture.

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 17th day of August 2021 by the City Council of Half Moon Bay by the following vote:

AYES, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ATTEST:

APPROVED:

Jessica Blair, City Clerk

Robert Brownstone, Mayor

20-21 BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **August 17, 2021**

TO: Honorable Mayor and City Council

FROM: Bob Nisbet, City Manager

VIA: Lisa Lopez, Administrative Services Director

TITLE: MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF HALF MOON BAY AND THE REPRESENTED MANAGEMENT TEAM FOR THE PERIOD OF JULY 1, 2021 THROUGH JUNE 30, 2026; AND THE COMPENSATION AND BENEFITS PLAN FOR NON-REPRESENTED CONFIDENTIAL EMPLOYEES AND UNREPRESENTED EXECUTIVE EMPLOYEES OR THE PERIOD OF JULY 1, 2021, THROUGH JUNE 30, 2026

RECOMMENDATION:

It is recommended that the City Council adopt a resolution authorizing the City Manager execute a Memorandum of Understanding with the Represented Management Team; and Compensation and Benefits Plans for Non-Represented Confidential Employees and Unrepresented Executive Employees and the City of Half Moon Bay for the period of July 1, 2021, through June 30, 2026.

FISCAL IMPACT:

The proposed cost of living and additional variable cost of benefits based on eligibility increases in the five-year agreement will increase costs by approximately by \$112,989 for FY 2021-2022 and by an estimated total of \$ 512,387 over the five-year agreement. However, funding for the adjustments to salary was not included in the FY 21-22 budget as negotiations were in process at the time of budget adoption, the budget will be updated to reflect the increase.

STRATEGIC ELEMENT:

This recommendation supports all four strategic plan elements: Infrastructure and Environment, Fiscal Sustainability, and Inclusive Governance.

BACKGROUND:

On July 20, 2021, the City Council authorized the City Manager to execute a five-year Memoranda of Understanding with the International Union of Operating Engineers Stationary Local 39 AFL-CIO. But to assist the City avoid a fiscal emergency during the Covid-19 pandemic all other City groups had agreed to postpone negotiations until 2022. However, following the approval of the Local 39 MOU, Council authorized the same package as appropriate, be offered to Represented Management Team, Confidential Employees and Executive Employees in lieu of negotiations, which would begin in Spring of 2022.

The City values the work done by all staff members to provide quality services to Half Moon Bay residents and businesses. Recognizing that employee-related costs represent a significant portion of the City's operating costs, the City's interests through the negotiations process were to provide competitive compensation and benefits to attract and retain highly talented employees with the education, skills, and experience to provide quality services; and ensure that employee compensation is financially sustainable. The agreements accepted by these groups reflect these goals.

DISCUSSION:

The proposed agreements which match what was agreed upon with Local 39, meet the City's interests through changes to employee compensation and benefits over the contract term. The proposed changes to each Memorandum of Understanding and Compensation and Benefits Plan are detailed in the attached resolution and summarized below.

Term:

July 1, 2021, to June 30, 2026; five years.

Plan Recognition

The classifications of Senior Accountant will be removed from the Represented Management Memorandum of Understanding and will be added to the list of employees in the Confidential Compensation and Benefits Plan.

Salary Adjustments:

- Effective July 1, 2021, the base wages for represented classifications shall be increased by a cost-of-living adjustment of two percent (2.0%).
- Effective July 1, 2022, the base wages for represented classifications shall be increased by a cost-of-living adjustment of two-and-a-half percent (2.5%). However, should the City's actual gross Transient Occupancy Tax (TOT) revenue for the first three quarters of Fiscal Year 21-22 equal or exceed ninety percent (90%) of the FY 18-19 TOT revenue, as determined by the City's third-party administrator, then the base wages for represented classifications will be increased by a cost-of-living adjustment of three percent (3.0%), instead of the aforementioned two-and-one-half percent (2.5%).
- Effective July 1, 2023, the base wages for represented classifications shall be increased by a cost-of-living adjustment of two-and-a-half percent (2.5%). However, should the City's actual gross Transient Occupancy Tax (TOT) revenue for the first three quarters of Fiscal Year 22-23 equal or exceed ninety percent (90%) of the FY 21-22 TOT revenue, as determined by the City's third-party administrator, then the base wages for represented classifications will be increased by a cost-of-living adjustment of three percent (3.0%), instead of the aforementioned two-and-one-half percent (2.5%).
- Effective July 1, 2024, the base wages for represented classifications shall be increased by a cost-of-living adjustment of two-and-a-half percent (2.5%). However, should the City's actual gross Transient Occupancy Tax (TOT) revenue for the first three quarters of Fiscal

Year 23-24 equal or exceed ninety percent (90%) of the FY 22-23 TOT revenue, as determined by the City's third-party administrator, then the base wages for represented classifications will be increased by a cost-of-living adjustment of three percent (3.0%), instead of the aforementioned two-and-a-half percent (2.5%).

- Effective July 1, 2025, the base wages for represented classifications shall be increased by a cost-of-living adjustment of two-and-a-half percent (2.5%). However, should the City's actual gross Transient Occupancy Tax (TOT) revenue for the first three quarters of Fiscal Year 24-25 equal or exceed ninety percent (90%) of the FY 23-24 TOT revenue, as determined by the City's third-party administrator, then the base wages for represented classifications will be increased by a cost-of-living adjustment of three percent (3.0%), instead of the aforementioned two percent-and-a-half percent (2.5%).

Lump Sum Payment

In recognition of employees' contributions throughout the COVID-19 pandemic, the City will pay employees included in the above-mentioned agreements and plans, employed with the City on date of payment, a one-time, non-pensionable lump sum payment of \$1,000 no later than September 5, 2021. The lump sum amount will be included in regular payroll and is subject to all applicable payroll tax and withholding.

Deferred Compensation:

The City will contribute 50 cents for every dollar an employee contributes to their 457 Plan account, up to an employee contribution of six percent of the employee's salary.

Miscellaneous Provisions:

Both the City and Local 39 will benefit from changes and additional clarification language to the following provisions of the plan: Change of pronouns used to gender neutral, Reimbursement for Use of Technology, Alternate Work Schedule, Recognized Classifications, City Hall Closure, and Lay-off Notification and Severance.

CONCLUSION:

It is recommended that the City Council adopt a resolution authorizing the City Manager execute a Memorandum of Understanding with the Represented Management Team; and Compensation and Benefits Plans for Non-Represented Confidential Employees and Unrepresented Executive Employees and the City of Half Moon Bay for the period of July 1, 2021, through June 30, 2026. As the successor Memorandum of Understanding and Compensation and benefits Plans are being finalized, prototype redline drafts are attached to this agenda report, subject to the collective group's review and execution, and the City Manager is authorized to make any necessary corrections to the redline draft to conform to the Tentative Agreements reached during the labor negotiations process.

ATTACHMENTS:

Resolution approving the Memorandum of Understanding Between City of Half Moon Bay and Represented Management Team, July 1, 2021 – June 30, 2026, the Non-represented Confidential Employees Compensation and Benefits Plan, July 1, 2021 – June 30, 2026, and the

Unrepresented Executive Employees Compensation and Benefits Plan, July 1, 2021 – June 30, 2026

Resolution No. C-2021-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY AUTHORIZING THE CITY MANAGER TO EXECUTE: MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF HALF MOON BAY AND THE REPRESENTED MANAGEMENT TEAM FOR THE PERIOD OF JULY 1, 2021 THROUGH JUNE 30, 2026; AND THE COMPENSATION AND BENEFITS PLAN FOR NON-REPRESENTED CONFIDENTIAL EMPLOYEES AND UNREPRESENTED EXECUTIVE EMPLOYEES OR THE PERIOD OF JULY 1, 2021, THROUGH JUNE 30, 2026

WHEREAS, the City’s current Memorandum of Understanding with the Represented Management Team; and the Compensation and Benefits Plans for Non-Represented Confidential Employees and Unrepresented Executive Employees and the City of Half Moon Bay expired on June 30, 2021; and

WHEREAS, during the pandemic, to assist the City avoid a fiscal emergency, the above-mentioned City groups had agreed to postpone negotiations until 2022; and

WHEREAS, on July 20th, 2021, the City Council authorized the City Manager to execute a five-year Memoranda of Understanding with the International Union of Operating Engineers Stationary Local 39 AFL-CIO; and

WHEREAS, following the approval of the Local 39 MOU, the Council authorized the same package, as appropriate, be offered to Represented Management Team, Confidential Employees and Executive Employees in lieu of negotiations.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Half Moon Bay hereby approves the Memoranda of Understanding and Compensation and Benefits Plan set forth in Exhibits A attached hereto and incorporated herein by this reference; and resulting changes to the Salary Plan.

I, the undersigned, hereby certify that the forgoing Resolution was duly passed and adopted on the 17th day of August, 2021 by the City Council of Half Moon Bay by the following vote:

AYES, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ATTEST:

APPROVED:

Jessica Blair, City Clerk

Robert Brownstone, Mayor

MEMORANDUM OF UNDERSTANDING

Between

CITY OF HALF MOON BAY

And

**REPRESENTED MANAGEMENT TEAM
MEMBERS**

July 1, ~~2018-2021~~ - June 30, ~~2021-2026~~

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**SECTION 1
MEMORANDUM OF UNDERSTANDING**

1.1 Memorandum of Understanding

Pursuant to the provisions of the Meyers-Milias-Brown Act (MMBA) of the State of California, this Memorandum represents the understanding reached between the City of Half Moon Bay and the Represented Management Team members, pertaining to the represented employees' salary, benefits, and working conditions. It is understood that the team members must ratify and the City Council must formally approve this Memorandum of Understanding (MOU) before it can take effect.

The parties agree that negotiations for the MOU beginning July 1, 2021, shall commence no later than three (3) months prior to the expiration of this current Agreement.

**SECTION 2
RECOGNITION**

2.1 Recognized Classifications

The following classifications are included within this MOU:

- Assistant Engineer
- Associate Planner
- Associate Engineer
- Capital Improvement Project Manager
- City Engineer
- Management Analyst/Project Manager, with the exception of the Management Analyst/Project Manager assigned to Human Resources
- Planning and Development Services Manager
- Public Works Superintendent
- Recreation Coordinator
- [Senior Accountant](#)
- Senior Management Analyst
- Senior Planner

2.2 Represented Management employees shall have a one year probationary period. Employees on probationary are not covered under the MOU in regards to grievance and disciplinary procedures.

SECTION 3 SALARY

3.1 Salary

Effective July 1, 2021, the base wages for represented classifications shall be increased by a cost-of-living adjustment of two percent (2.0%).

Effective July 1, 2022, the base wages for represented classifications shall be increased by a cost-of-living adjustment of two-and-a-half percent (2.5%). However, should the City's actual gross Transient Occupancy Tax (TOT) revenue for the first three quarters of Fiscal Year 21-22 equal or exceed ninety percent (90%) of the FY 18-19 TOT revenue, as determined by the City's third-party administrator, then the base wages for represented classifications will be increased by a cost-of-living adjustment of three percent (3.0%), instead of the aforementioned two-and-one-half percent (2.5%).

Effective July 1, 2023, the base wages for represented classifications shall be increased by a cost-of-living adjustment of two-and-a-half percent (2.5%). However, should the City's actual gross Transient Occupancy Tax (TOT) revenue for the first three quarters of Fiscal Year 22-23 equal or exceed ninety percent (90%) of the FY 21-22 TOT revenue, as determined by the City's third-party administrator, then the base wages for represented classifications will be increased by a cost-of-living adjustment of three percent (3.0%), instead of the aforementioned two-and-one-half percent (2.5%).

Effective July 1, 2024, the base wages for represented classifications shall be increased by a cost-of-living adjustment of two-and-a-half percent (2.5%). However, should the City's actual gross Transient Occupancy Tax (TOT) revenue for the first three quarters of Fiscal Year 23-24 equal or exceed ninety percent (90%) of the FY 22-23 TOT revenue, as determined by the City's third-party administrator, then the base wages for represented classifications will be increased by a cost-of-living adjustment of three percent (3.0%), instead of the aforementioned two-and-a-half percent (2.5%).

Effective July 1, 2025, the base wages for represented classifications shall be increased by a cost-of-living adjustment of two-and-a-half percent (2.5%). However, should the City's actual gross Transient Occupancy Tax (TOT) revenue for the first three quarters of Fiscal Year 24-25 equal or exceed ninety percent (90%) of the FY 23-24 TOT revenue, as determined by the City's third-party administrator, then the base wages for represented classifications will be increased by a cost-of-living adjustment of three percent (3.0%), instead of the aforementioned two percent-and-a-half percent (2.5%).

In recognition of employees' contributions throughout the COVID-19 pandemic, the City will pay all executive team members, employed with the City on date of payment, a one-time, non-pensionable lump sum payment of \$1,000 no later

than September 5, 2021. The lump sum amount will be included in regular payroll and is subject to all applicable payroll tax and withholding.

~~Effective July 1, 2018, the base wages for represented classifications shall be increased by a cost of living adjustment of four percent (4%).~~

~~Effective July 1, 2019 the base wages for represented classifications shall be increased by a cost of living adjustment of two and one half percent (2.5%).~~

~~Effective July 1, 2020 the base wages for represented classifications shall be increased by a cost of living adjustment of two and one half percent (2.5%).~~

If salary and benefit survey data is used in the future to consider compensation adjustments, the City and Represented Management group will meet to discuss survey methodology and scope.

3.2 Bilingual Compensation

Effective July 1, 2018, members of the Management Team who are bilingual in a language required for the conduct of City business and who have demonstrated proficiency as determined by a standard academic test of proficiency shall receive the following bilingual pay if the City Manager determines that the member's bilingual skills assist the City in carrying out its organizational mission:

- Two and a half percent (2.5%) per month of employee's base salary for employees certified in oral skills;
- Two and a half percent (2.5%) per month of employee's base salary for employees certified in written skills;
- Two and a half percent (2.5%) per month of employee's base salary for employees certified in simultaneous translation skills;

3.3 Notary Public Services Pay

Effective July 1, 2005, the City will pay a two and one-half percent (2.5%) wage differential to an Association employee who is assigned in writing and is required to perform notary functions for the City. No employee shall be asked to perform notary services for the City if she/he is not assigned in writing.

3.4 Salary on Promotion

Any Management Team employee who is promoted to a position having a higher salary range shall receive the minimum step in the new range that provides for no less than a five percent (5%) increase.

If an employee is eligible for a merit step increase on the same date a promotion is to be effective, the step increase shall be granted before the promotion.

3.5 Acting Pay

With the approval of the City Manager, an employee may be assigned acting duties of a position having a higher salary range. The employee must be assigned in writing to perform the full scope of duties as specified in the job description of the higher-level position for at least five (5) consecutive business days. Employees will be paid the minimum step in the new range that provides at least a five (5.0%) percent (5%) increase over their current salary for the entire period of the acting assignment.

At the discretion of the City Manager, intermittent acting pay may be approved when an employee is assigned to periodically perform acting duties for than more than five (5) total days over a designated period of time.

3.6 Out of Class Pay

Employees shall be eligible for out of class pay equal to five percent (5.0%) over the employee's current base salary when, because of turnover in supervisory or management personnel, they are assigned in writing to perform major duties normally performed in those higher-level positions while the positions are vacant, and for up to ten (10) working days' time after they are filled.

3.7 Citywide Classification and Compensation Study

The City intends to establish a City-wide compensation philosophy. Following adoption of such a philosophy, the City shall conduct a classification and compensation study to include, among others, benchmark classifications represented by Represented Management. The City will engage a consultant to conduct this classification and compensation study with a goal of completion not later than June 30, 2020. Beginning March 31, 2019, upon request of the Represented Management Team, the City shall provide quarterly updates on the status of (i) development of the City's compensation philosophy and (ii) the classification and compensation study. The City shall provide notice to the Represented Management Team upon completion of the classification and compensation study, along with a copy of the results of the study. At the request of either party, the City and the Represented Management Team will meet to discuss the results of the study and proposals related to implementation of such results.

SECTION 4 OTHER PAY

4.1 Vacation and Administrative Leave Payoff

When an employee is separated from service, he/she shall be entitled to a lump sum payment for any unused vacation and administrative leave at the time of separation.

In addition to the payment available upon separation, permanent employees may, with the approval of the City Manager, receive an annual payment in exchange for earned vacation or administrative leave up to thirteen (13) days in any given calendar year payable during the month of November. In order to be eligible for this cash out, the employee must have at least five (5) days of accrued vacation time remaining in their vacation bank after the cash out.

4.2 Sick Leave Payoff

Upon separation from the City, TEAM members with a minimum of five (5) years of service, but less than ten (10) years of service, shall receive reimbursement for twenty-five percent (25%) of their accrued sick leave with a cap of Twenty Five Hundred Dollars (\$2,500.00). TEAM members with a minimum of ten (10) years of service, but less than twenty (20) years of service, shall receive reimbursement equal to twenty-five percent (25%) of accrued sick leave with no cap. TEAM members with a minimum of twenty (20) years of service shall receive reimbursement equal to forty percent (40%) of accrued sick leave.

4.3 Service Recognition

For any employees that were employed with the City prior to July 1, 2013, shall make service recognition awards as follows:

- Employees with at least seven years and less than fourteen years of full-time Half Moon Bay City-service shall receive an annual payment of \$700 in the pay period following their anniversary date.
- Employees with at least fourteen years and less than twenty-one years of full-time Half Moon Bay City-service shall receive an annual payment of \$1400 in the pay period following their anniversary date.
- Employees with at least twenty-one years full-time Half Moon Bay City-service shall receive an annual payment of \$2100 in the pay period following their anniversary date.

The cost of the Service Recognition Program shall be considered part of the total compensation provided to classifications in the bargaining unit and will be

incorporated when the City contemplates future adjustments in bargaining unit compensation.

4.4 Uniforms

The City shall furnish uniforms and/or clothing required by the City to be worn or used by Unit employees, and shall provide those employees required to wear a uniform, an allowance for the purpose of uniform maintenance of ~~One Hundred Seventy-Five~~Two Hundred Fifty (\$~~175~~250.00) per year to be paid the first pay period in July.

All logos and patches will be furnished and attached by the City. Rain wear and safety gear will be furnished by the City as needed.

The City will issue the following uniforms to Maintenance Superintendent upon hire and every July 1:

- Ten short-sleeve T-shirts with City logo
- Three polo short sleeve shirts
- ~~Four~~Six baseball-style caps with City logo
- One hooded sweatshirt with City logo
- One winter jacket with City logo
- ~~\$215~~300 for the purchase of workpants.
- ~~\$265~~300 per year for work boots

4.5 Reimbursement for Use of Technology

If an employee is required by his or her supervisor to use his or her personal cell phone, tablets, laptops or other technology in the course of City business, the City will provide a stipend of seventy-five dollars (~~\$75~~100) per month.

4.6 Suspension of Class B License Requirement

The parties acknowledge that the job description for the “Public Works Superintendent” classification includes a requirement to hold a California class “B” driver’s license within six (6) months of hire. The City will temporarily suspended that requirement. The requirement for employees in the Public Works Superintendent classification may be reinstated by the City upon notice to Represented Management and the impacted employee(s). Impacted employees shall have six (6) months from the date of such notice to secure a class B Driver’s License.

SECTION 5 MILEAGE AND CAR ALLOWANCE

5.1 Mileage

Employees will receive reimbursement for each mile traveled on City business in the employee's private vehicle at the current rate established by the Internal Revenue Service. Private vehicles used for City business shall comply with applicable California Vehicle Code Sections pertaining to "Insurance or Proof of Ability to Respond to Damages."

SECTION 6 EDUCATIONAL TRAINING INCENTIVE PROGRAM

6.1 Educational Reimbursement

The City shall reimburse employees for job-related educational classes, certifications, professional memberships, conferences, workshops, or seminars, conditioned upon prior approval of the City Manager or their designee in the amounts set forth below. Eligible classes, certifications, professional memberships, workshops, conferences, and seminars must:

- Relate to and be beneficial for the work of the employee's current City position or occupation; or
- Satisfy a continuing education requirement of the employee's current City position; or
- Prepare the employee for advancement/promotion to positions of greater responsibility within the City.

Under this section, employees may also request reimbursement of payments made towards student loans.

Employees who have completed less than two (2) years of service with the City may be reimbursed up to a maximum amount of One Thousand Five Hundred Dollars (\$1,500) per calendar year, per employee.

Employees who have completed two or more years of service with the City may be reimbursed up to an additional One Thousand Five Hundred Dollars (\$1,500), for a total maximum reimbursement of Three Thousand Dollars (\$3,000) per calendar year, per employee. This additional \$1,500 may only be applied towards reimbursement for job-related degrees from accredited educational institutions or repayment of student loans.

The City does not make any representations as to the tax treatment of this benefit.

**SECTION 7
HEALTH AND WELFARE**

7.1 Medical, Dental and Vision Insurance

A. Eligibility

All regular employees of the City eligible for PERS medical membership shall be eligible to enroll in the health and welfare benefits provided by this Section and currently authorized for this bargaining unit. Eligible dependents of a regular employee eligible for PERS medical membership shall be permitted to participate in any health and welfare benefit provided in this Section to the extent authorized by the benefit plan.

B. Medical Insurance Benefits

During the term of the MOU, the City agrees to contract with the California Public Employees Retirement System (CalPERS) for the purpose of providing employees and their eligible dependents with medical insurance benefits.

C. Cafeteria Plan

For the duration of the MOU, the City agrees to maintain a Cafeteria Plan, pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing employees with access to various health and welfare benefits.

Benefits available through the Cafeteria Plan include medical insurance, dental insurance, and vision insurance.

The City agrees to provide a Cafeteria Plan Allowance to all employees eligible to participate in City-sponsored health and welfare benefits.

During the term of the MOU, the City shall contribute up to a maximum of One Thousand ~~Eight~~ Nine Hundred Dollars (\$1,9800) per month for regular full-time employees. The City's contribution for part-time employees shall be pro-rated based on their FTE.

In addition, the City agrees to provide dental and vision insurance up to the family level coverage for regular full-time employees. The City's contribution for part-time employees shall be pro-rated based on their FTE.

Any and all additional sums, over and above the amounts stated above that are required to purchase the employee selected Health and Welfare benefit, shall be paid by the employee through payroll deduction. Cafeteria Plan Allowance in

excess of actual premiums is to be paid to the employee. A City payroll deduction authorization form shall be completed.

For particulars of coverage, see appropriate pamphlets and contracts.

D. Flexible Spending Accounts

As soon as administratively possible following ratification of this agreement by the Represented Management Team and adoption by the City Council, the City will offer a flexible spending account (FSA) program available to employees. Employees may elect to contribute pre-tax dollars towards their FSAs for approved uses under such plan(s). FSA contributions shall not exceed IRS allowable limits.

7.2 Life Insurance and AD & D Coverage

The City shall provide Life Insurance and Accidental Death and Dismemberment Coverage to each employee in the amount equal to one (1) times their individual annual base salary.

7.3 Disability Coverage

The City shall provide long-term disability coverage of sixty seven percent (67%) of monthly earnings to a maximum benefit of six thousand dollars (\$6,000) after a sixty (60) day elimination period.

7.4 Deferred Compensation

Employees shall be eligible to participate in the City's voluntary deferred compensation program (457 Plan). The plan shall be administered by a third party at no cost to the City. Notwithstanding the foregoing, for employees who have completed one year of service with the City, the City will match 50 cents for every dollar that the employee contributes towards their 457 Plan account, up to an employee contribution of ~~four-six~~ percent (46.0%) of the employee's salary. For example, if an employee contributes 46.0% or more of their salary towards their 457 Plan account, they will receive a 23.0% match from the City. For employee contributions, the City will make payroll deductions and transmit funds to administrator. The City makes no representation on the merit of the plan or any of the investment products or instruments which may be offered by the plan. The individual participant is responsible for evaluating the investment options within the plan. The City currently contracts with the ICMA-RC and CalPERS to provide a 457 program.

7.5 Retirement

The City shall continue to participate in the CalPERS Retirement System. The City will provide the following retirement benefits to employees who do not meet

the definition of “new member” as set forth in Government Code Section 7522.04(f):

- a. Employer Paid Member Contribution (EPMC): Effective July 1, 2015, employees will be required to pay seven percent (7%) of the member contribution.
- b. 2% @ 55 Retirement option.
- c. Unused Sick Leave Conversion for Retirement Service Credit – Retiring employees, defined as employees who request retirement payments from PERS within 120 days from separation from service, may convert unused sick leave to service credits to the maximum allowed by CalPERS. This provision to convert sick leave to service credits is at the option of the employee and, if so selected, is in-lieu of any other options available to convert sick leave to cash upon separation that the Memorandum of Understanding may provide.
- d. Employer Paid Member Contribution (EMPC) converted to pay rate during the final compensation period.
- e. Retirement benefits of employees who on or after January 1, 2013 became members of CalPERS or a retirement system that has reciprocity with CalPERS shall conform to the requirements of the California Public Employees’ Pension Reform Act of 2013, Gov. Code § 7522 et seq., as may be amended.
- f. The City will provide the following retirement benefits to all employees:
 1. 1959 Survivor Benefit – 3rd Level.
 2. Military Service Credit (Statutes of 1976) – The employee, at the employee’s expense, may purchase Military Service Credits.
 3. Pre-retirement Option 2W Death Benefit.

SECTION 8 HOLIDAYS

8.1 Recognized Holidays

All full-time bargaining unit employees are entitled to the following holidays with pay:

- New Year's Day
- One day prior to or following New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Cesar Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- One day prior to or following Christmas Day
- One Floating Holiday

Part-time employees shall receive holiday pay equivalent to their regularly scheduled hours on the day on which the holiday is observed (for example, if an employee is regularly scheduled to work six (6) hours on Mondays, they would receive six (6) hours of holiday pay for any holidays that are observed on a Monday).

When any day recognized as a holiday falls on a Sunday, the holiday shall be observed on the following Monday. When any day recognized as a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday.

For Christmas and New Year's Holidays, the following schedule shall be used to determine the actual days off:

<u>Actual Holiday</u>	<u>Holiday Observed</u>	<u>Day Before or After Observed</u>
Sunday	Monday	Tuesday
Monday	Monday	Tuesday
Tuesday	Tuesday	Monday
Wednesday	Wednesday	Tuesday
Thursday	Thursday	Friday
Friday	Friday	Thursday
Saturday	Friday	Thursday

8.2 City Hall Closure:

2021-2022

City Hall will be closed December 27-30, 2021. Employees may use accrued vacation, administrative leave or take unpaid time off during the unpaid closure days. Employees without accrued vacation or administrative leave will take unpaid leave. Notwithstanding the foregoing, employees hired on or after October 1, 2021 may request an advance of up to three (3) days of vacation time to be used to ensure employees will be paid during the FY 2021-22 City Hall closure. Employees may be permitted or required to work during this period with the approval of the City Manager and subject to the business needs of the City.

2022-2023

City Hall will be closed December 27-30 and December 30, 2022

. Employees may use accrued vacation, administrative leave or take unpaid time off during the unpaid closure days. Employees without accrued vacation or administrative leave will take unpaid leave. Notwithstanding the foregoing, employees hired on or after October 1, 2022 may request an advance of up to three (3) days of vacation time to be used to ensure employees will be paid during the FY2023-23 City Hall closure. Employees may be permitted or required to work during this period with the approval of the City Manager and subject to the business needs of the City.

2023-2024

City Hall will be closed December 26-29, 2023. Employees may use accrued vacation, administrative leave or take unpaid time off during the unpaid closure days. Employees without accrued vacation or administrative leave will take unpaid leave. Notwithstanding the foregoing, employees hired on or after October 1, 2023 may request an advance of up to three (3) days of vacation time to be used to ensure employees will be paid during the FY2023-24 City Hall closure. Employees may be permitted or required to work during this period with the approval of the City Manager and subject to the business needs of the City.

2024-2025

City Hall will be closed December 26-27 and December 30th, 2024. Employees may use accrued vacation, administrative leave or take unpaid time off during the unpaid closure days. Employees without accrued vacation or administrative leave will take unpaid leave. Notwithstanding the foregoing, employees hired on or after October 1, 2024 may request an advance of up to three (3) days of vacation time to be used to

ensure employees will be paid during the FY2024-25 City Hall closure. Employees may be permitted or required to work during this period with the approval of the City Manager and subject to the business needs of the City.

2025- 2026

City Hall will be closed December 26 and December 29-30, 2025. Employees may use accrued vacation, administrative leave or take unpaid time off during the unpaid closure days. Employees without accrued vacation or administrative leave will take unpaid leave. Notwithstanding the foregoing, employees hired on or after October 1, 2025 may request an advance of up to three (3) days of vacation time to be used to ensure employees will be paid during the FY2025-26 City Hall closure. Employees may be permitted or required to work during this period with the approval of the City Manager and subject to the business needs of the City.

2018-2019

~~City Hall will be closed December 26-28, 2018. Employees may use accrued vacation, administrative leave or take unpaid time off during the unpaid closure days. Employees without accrued vacation or administrative leave will take unpaid leave. Notwithstanding the foregoing, employees hired on or after October 1, 2018 may request an advance of up to three (3) days of vacation time to be used to ensure employees will be paid during the FY2018-19 City Hall closure. Employees may be permitted or required to work during this period with the approval of the City Manager and subject to the business needs of the City.~~

2019-2020

~~City Hall will be closed December 26-27 and December 30, 2019. Employees may use accrued vacation, administrative leave or take unpaid time off during the unpaid closure days. Employees without accrued vacation or administrative leave will take unpaid leave. Notwithstanding the foregoing, employees hired on or after October 1, 2019 may request an advance of up to three (3) days of vacation time to be used to ensure employees will be paid during the FY2019-20 City Hall closure. Employees may be permitted or required to work during this period with the approval of the City Manager and subject to the business needs of the City.~~

2020-2021

~~City Hall will be closed December 28-30, 2020. Employees may use accrued vacation, administrative leave or take unpaid time off during the unpaid closure days. Employees without accrued vacation or administrative leave will take unpaid leave. Notwithstanding the foregoing, employees hired on or after October 1, 2020 may request an advance of up to three (3) days of vacation time to be used to ensure employees will be paid during the FY2020-21 City Hall closure. Employees may be permitted or required to work during this period with the approval of the City Manager and subject to the business needs of the City.~~

|

SECTION 9 LEAVES

9.1 Vacation Leave

All full-time members are entitled to paid vacation time off which shall accrue at the following rate:

0 through 4 years	8	hours per month
5 through 10 years	10	hours per month
11 through 15 years	12	hours per month
16 through 20 years	14	hours per month
21+ years	15.33	hours per month

The accrual rate for part-time employees shall be pro-rated based on their FTE.

Employees may accumulate up to, but not more than, two (2) years of vacation credit at their current accrual level. When an employee reaches seventy-five percent (75%) of the two-year limit, he/she shall be required to schedule vacation time off. If such vacation leave is denied by the City, the employee shall be paid for the vacation time reached in excess of the limit.

9.2 Sick Leave

All regular full-time members shall accrue eight (8) hours of sick leave with pay for each month of service. The accrual rate for part-time employees shall be pro-rated based on their FTE.

Sick leave may be applied to:

- a. Absence necessitated by an employee's personal illness.
- b. Medical and dental appointments.

All conditions and restrictions that govern employee use of sick leave shall also apply to the use by an employee to attend to an illness of his/her child, mother, father, mother-in-law, father-in-law, spouse, domestic partner; domestic partner's mother, father or child; and any dependent living in the same household of the employee.

Sick Leave incentive: Two (2) days vacation leave will be awarded contingent upon non-usage of accumulated sick leave {i.e. employee authorized one additional vacation day per six (6) months provided sick leave usage does not exceed two (2) days for that same period}.

9.3 Industrial Accident Leave

An employee who has suffered an illness or injury arising out of and in the course

of his/her employment, as defined by the Workers' Compensation laws of the State of California and is receiving temporary disability indemnity payments shall be entitled to industrial accident leave while so disabled without loss of compensation for a period not to exceed seventy-five (75) calendar days.

During the period the employee is paid by the City, the employee shall endorse to the City any temporary disability indemnity benefit payments received as a result of Workers' Compensation insurance coverage. The City will withhold payment of all compensation and benefits provided by this section until it is determined whether the illness or injury is accepted. If the employee's disability caused by illness or injury arising out of and in the course of the employee's employment extends beyond seventy-five (75) calendar days as described above, the employee may integrate his/her unused sick leave, vacation leave, and compensatory time accruals with the Workers' Compensation payments, provided that the sum of all Workers' Compensation Temporary Disability Indemnity benefits and paid leave do not exceed the employee's regular rate of pay for said period.

Once sick leave is exhausted, the employee may request an unpaid leave of absence. Such request must be in writing and must include a medical doctor's estimated date of return to full duty.

9.4 Bereavement Leave

The maximum period of bereavement leave with pay granted to any employee, whether full-time or part-time, for each death in his/her immediate family (immediate family includes and is limited to parents, grandparents, children, grandchildren and siblings of the employee and/or spouse/domestic partner of the employee) shall be three (3) consecutive working days. Bereavement leave with pay granted to an employee for all deaths in his/her immediate family shall not exceed five (5) working days during any twelve (12) month period except by special action of the City Council for good cause shown, except that an additional day will be granted in each case where the death takes place outside the State of California.

9.5 Family and Medical Leave

The City will comply with applicable state and federal laws regarding family and medical leave.

9.6 Jury Duty

A regular employee who is summoned for attendance to any court for jury duty will promptly inform his or her supervisor and, if required to serve, may be absent from work without loss of wages or use of accrued leave while rendering such service (including travel time).

Employees shall return all jury fees to the City. Jury fees received by an employee, if any, will be remitted to the City within fifteen (15) working days after they are received, exclusive of any meal, expense, and/or travel reimbursements.

Upon being excused from the court each day, the employee must return to work if he or she has more than four (4) hours remaining before the end of his or her workday. Jury duty leave will be considered time worked for pay calculation purposes.

9.7 Court Leave

Each employee of the City who is required, under subpoena, to take time off duty with the City, to appear as a witness, by reason of their employment with the City, before any court, arbitrator, or tribunal, shall receive their regular salary during the time of their service as a witness under subpoena, less any and all witness fees which the employee may receive. Compensation will not be paid if the employee is a party to the action and is in a position adverse to the City. Upon service of subpoena, an employee shall immediately advise their supervisor thereof, and of the time when the employee is required to appear in Court in response thereto.

9.8 Military Leave

The City shall grant military leave in accordance with the California Military and Veterans Code.

9.9 Administrative Leave

All members are entitled to accrue eight (8) hours of administrative leave per month.

A Department Head may recommend to the City Manager that up to an additional 12 hours of administrative leave per fiscal year be authorized in recognition of unanticipated efforts that were not contemplated in the established monthly allocation. Additional hours shall not be based on actual hours worked but on the value of the effort to the City's mission and on the employee's performance. The City Manager has full discretion in deciding whether to grant additional leave.

Employees may accumulate up to, but not more than, two (2) years of administrative leave credit. When an employee reaches seventy-five percent (75%) of the two-year limit, he/she shall be required to schedule administrative leave time off. If such administrative leave is denied by the City, the employee shall be paid for the administrative leave time reached that is in excess of the limit.

9.10 Leave Accounting

FLSA Exempt employees who work less than regularly scheduled hours in a bi-weekly pay period must submit a leave request form and use accrued leaves to make up the difference between actual hours worked and the “normal” work hours in a bi-monthly pay period. For the purpose of this section, attendance at City meetings or training outside the regular work hours of 8:30 a.m. to 5:00 p.m. shall not count as hours worked.

For example, an employee who works 8 hours on Monday, Tuesday and Wednesday; 10 hours on Thursday (in the office or in the field), 4 hours on Friday and 8 hours per day for the remainder of the bi-weekly pay period would not have worked for two hours of the bi-monthly pay period. In this scenario, an employee would be required to receive approval for the leave, complete a Leave Request Form and charge accrued vacation, administrative leave or sick leave as appropriate, for 2 hours. Management employees will be required to complete timesheets that identify the number of hours worked per day. Hours worked for attendance at City meetings or training outside the regular work hours of 8:30 a.m. to 5:00 p.m. do not need to be recorded.

Preauthorization for a change in the regular work schedule must be obtained from the Department Head.

SECTION 10 PERSONNEL RULES

10.1 Personnel Rules

Notwithstanding this MOU, the parties agree that the City may implement new personnel rules and policies, and/or an employee-relations resolution, during the term of this MOU. Such rules and policies may only be implemented after meet and confer as appropriate under the Meyers-Miliias-Brown Act. The City anticipates that such negotiations would occur with all bargaining units, Citywide. The City anticipates that such negotiations would occur with all bargaining units, Citywide. The parties agree that the agreed upon language with respect to new employee orientations, attached hereto as Exhibit B, will be included as part of the City’s personnel rules and policies as soon as administratively possible.

SECTION 11 LAYOFF NOTIFICATION

11.1 Layoff Notification & Severance

The appointing authority may lay off employees or demote employees in lieu of layoff subject to the following conditions:

- (a) Whenever in the judgment of the City Council it becomes necessary, in the interest of economy or because the necessity for the position or an employment involved no longer exists, the City Council may abolish any position or employment in the competitive service and lay off, demote or transfer an employee holding such position or employment without filing written charges and without the right to appeal.
- (b) Seniority shall be observed in effecting such reduction in personnel, and the order of layoff shall be in the reverse order of total cumulative time served in the City's service upon the effective date of the layoff. Layoff shall be made within classes of positions, and all provisional employees in the affected class or classes shall be laid off prior to the layoff of any probationary or regular employee.
- (c) Whenever seniority is equal, the seniority of the employee shall be determined first by examining total cumulative service within the affected classification and, if not determinative, then by position on the employment list.
- (d) Length of cumulative service is interpreted to be total time spent in the employ of the City, including all days of attendance at work, approved leaves of absence whether earned or specially authorized, and time served on military leave of absence but shall not include unauthorized absences, time spent between employment with the City, suspensions, layoffs or any other time when the employee was not actively engaged at work.
- (e) The City shall notify in writing those employees to be laid off at least ten (10) calendar days prior to the effective date of any such layoff by hand delivery of Certified Mail. If notice is sent by Certified Mail, it shall be sent to the employee's address on file with Human Resources. The Represented Management Unit's designated representative(s) shall be concurrently notified by hand delivery or Certified Mail. The notice shall include the action to be taken, options available to the employee (if applicable), and information regarding reemployment rights.

In the event an employee is laid off for reasons not related to contracting out for services, employees to be laid off shall receive severance pay based on the below tier upon separation from employment.

<u>1-5 years</u>	<u>120 hours</u>
<u>5-10 years</u>	<u>160 hours</u>
<u>10+ years</u>	<u>200 hours</u>

~~In the event an employee is laid off for reasons not related to contracting out for services, employees to be laid off shall receive a minimum of 120 hours of base pay upon separation from employment.~~

In the event an employee is laid off as a direct result of the City contracting out for services, and the employee is not offered alternate employment at the City or the entity to which services are outsourced, the City will pay the employee six (6) months of severance pay at the employee's final City base pay rate upon separation in consideration for the employee's release of any and all claims.

An employee who: (a) declines to apply for alternate employment with the entity with whom the City contracts for services; or (b) declines an offer of employment with a salary of at least eighty-five percent (85%) of the employee's City base salary, from the entity with whom the City contracts; or (c) retires upon separation, will not be eligible for severance pay.

Employees laid off from higher-ranking classifications shall have the option, if qualified, to job classifications in the same job series. In addition, such employees shall have the option, if qualified subject to the City's personnel rules, to demote to vacancies in equal or lower rated job classifications outside the job series. If applicable, an employee shall be notified of option(s) in the notice of layoff and shall have ten (10) calendar days to notify the City if they elect to accept the option presented.

- (f) If an employee is demoted in lieu of layoff, the appointing authority shall assign the employee to the pay rate in the pay range for the new classification that least reduces the employee's prevailing pay rate immediately prior to the demotion.
- (g) The names of persons laid off or demoted in accordance with these rules shall be entered upon a reemployment list. Such list shall be used when a vacancy arises in the same or lower class of position. When a vacancy occurs in a job classification for which a reemployment list exists, the eligible person(s) on the reemployment list shall be recalled in the inverse order of layoff. When an employee is to be recalled, notice shall be sent to the employee's address on file with Human Resources. It is the employee's responsibility to inform the City of his/her current address and phone number. The City has no responsibility to attempt to locate a person on a reemployment list if a notice of reinstatement is returned undeliverable.

The recalled employee shall have fourteen (14) calendar days to respond to the City from the date of mailing of the reemployment notice. If an employee fails to respond within fourteen (14) calendar days of the mailing of the notice of reemployment or refuses reemployment; he/she shall lose all reemployment rights and his/her name shall be removed from the reemployment list. Employees reemployed pursuant to this section, shall receive credit for former employment in computing salary, vacation, and other benefits.

- (h) Names of persons laid off shall be carried on a reemployment list for twelve (12) months, except that persons appointed to regular positions of the same level as that which laid off, shall, upon such appointment, be removed from the list. Persons reemployed in a lower class, or on a temporary basis, shall be continued on the list for the higher position for the twelve (12) month period.
- (i) The City shall provide laid off employees with job search assistance for forty-five (45) days following the effective date of layoff. The assistance shall include career counseling, resume preparation, and job search assistance.
- (j) An employee that retires instead of being laid off may not be eligible for reinstatement.

SECTION 12 MISCELLANEOUS PROVISIONS

12.1 Grievance Procedures

The grievance procedures are contained in the City's Personnel Rules. The parties have agreed to revisions to City's grievance procedures, attached hereto as Exhibit C, which will be incorporated into the City's Personnel Rules as soon as administratively possible following adoption of this Agreement by the City Council. The City will not propose any further amendment(s) to the grievance procedures in the Personnel Rules as provided by Section 10.1 of this MOU during the term of the agreement.

12.2 Disciplinary Procedures

Disciplinary procedures are contained in the City's Personnel Rules. The parties have agreed to revisions to City's discipline procedures, attached hereto as Exhibit D, which will be incorporated into the City's Personnel Rules as soon as administratively possible following adoption of this Agreement by the City Council. The City will not propose any further amendment(s) to the disciplinary procedures in the Personnel Rules as provided by Section 10.1 of this MOU during the term of the agreement.

An employee is entitled to a representative of his/her choice, so long as that representative is available within a reasonable time, at an investigative interview or meeting that the employee reasonably believes may result in disciplinary action.

Excluded from the grievance procedure are disciplinary matters, performance evaluation ratings, and actions of City Council.

12.3 Performance Evaluations

Each employee shall receive a written annual performance review within thirty (30) calendar days of the end of his/her evaluation period. The review shall include information regarding employee performance and objectives for the next evaluation period. Within fourteen (14) calendar days of receipt of the evaluation, an employee may provide written comments regarding the evaluation, which will be attached to the evaluation and placed in the employee's personnel file.

12.4 Letters of Reprimand

Each employee shall receive a copy of any letter of reprimand and/or written warning prior to placement of such document in his/her personnel file. Within fourteen (14) calendar days of receipt of written reprimand and/or warning, an employee may provide written comments, which will be attached to the written reprimand and/or warning and placed in the employee's personnel file. Letters of reprimand and/or written warning are not subject to the grievance or appeal of discipline procedures. An employee may request that letters of reprimand and/or written warning be removed from their personnel file two years following the date of reprimand or written warning. The decision to remove a reprimand or written warning from an employee personnel file is at the discretion of the City and is not subject to appeal or grievance.

12.5 Me-Too Salary and Benefits

If, between July 1, 2018 and June 30, 2021, the City provides a general, unit-wide percentage salary range increase to another bargaining unit (International Union of Operating Engineers Local 39), or to the Non-represented Management unit, then the same percentage increase shall apply to the salary ranges for all classifications represented by Represented Management. Equity increases provided to individual job classes shall not constitute a unit-wide increase.

If, between July 1, 2018 and June 30, 2021, the City provides an increase in the City's contribution toward medical, dental, vision and/or EAP benefits to another bargaining unit (International Union of Operating Engineers Local 39) or to the unrepresented management unit, beyond the level of benefits provided in each current memorandum of understanding (MOU), the percentage increase in benefits shall apply to all classifications represented by Represented Management.

12.6 Alternate Work Schedule

A. PURPOSE

The purpose of this Alternative Work Schedule (AWS) (reference Administrative Policy # 2.3) is to provide schedule alternatives beyond the traditional five (5) days per week work schedule, provide flexibility for employees while maintaining excellent service levels to the community.

B. ELIGIBILITY

All alternative schedules require department head approval. Some positions that specifically require close supervision might be exempt from certain types of AWS and must be coordinated with their supervisor. Certain positions may be exempt from consideration to ensure regular level of operations and hours.

Employees must maintain a satisfactory and above rating on their annual performance evaluation to remain eligible for AWS. Those employees who require close supervision, have attendance or other performance issues should not be granted AWS privilege.

C. ALTERNATIVE WORK SCHEDULE OPTIONS

The City offers the following options for AWS. Each schedule is an individual option, not to be combined or run simultaneously in any way.

9/80 Schedule- an employee works 80-hours in nine, rather than ten working days per two-week period. The employee works eight 9-hour days, and one 8-hour day each two-week period and has one day off every other week. The eight-hour day and the off day must fall on the same day of the week (e.g. eight (8) hour Friday the first week and off the next Friday). One work week will consist of 44 hours and the next consists of 36 hours.

4/10 Schedule- an employee works 80-hours in eight, rather than ten, working days per two-week period. Employee works eight 10-hour days with two business days off each two-week period. Four (4) business days must be worked each week. The off day must fall on the same day of the week (e.g. every Monday, without change each week).

Alternative start / end times: - the workday begins and/or ends earlier or later than the traditional 8:30 a.m. – 5:00 p.m. schedule, with the employee at work for a total of 40-hours per week.

Any AWS may begin as early as 6 A.M. and may end no later than 8 P.M., unless otherwise authorized by the City Manager.

~~Both the City and Represented Management acknowledge the benefits to alternate work schedules. Employees may request approval for alternate work schedules or to telecommute from their department head. Such requests shall be considered consistent with applicable City policy. The parties shall meet and confer over the terms of such policy within sixty (60) days following adoption of this agreement by the City Council and will implement any agreed upon policy as soon as administratively possible follow the conclusion of this meet and confer process. It is understood that any approved alternate work schedule must be such that city operations must stay open Monday through Friday.~~

12.7 City Rights

The City retains the exclusive right, except as expressly stated herein or in the then-current City personnel rules, to operate and direct the affairs of the City in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all of the operations and services of the City; to determine the methods, means and organizations by which such operations and services are to be conducted; to assign and transfer employees; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; and to change or eliminate existing methods, equipment or facilities.

**SECTION 13
CONTRACT TERM**

13.1 Contract Term

The term of the MOU is from July 1, 2018 through June 30, 2021.

**AUTHORIZED
SIGNATURES**

MANAGEMENT TEAM

CITY OF HALF MOON BAY

~~Victoria Ly~~Corie Stocker
Nisbet
~~Senior~~ Management Analyst

~~David~~ ~~Boesch~~ Robert
~~Interim~~ City Manager

~~Jennifer Chong~~Todd Seeley
~~Management Analyst~~ Public Works Superintendent

Date _____

Date _____

EXHIBIT A
SALARY SCHEDULE

~~Effective July 1, 2018 through June 30, 2019~~

-	-	-	Steps				
Position	Class	Change	A	B	C	D	E
-	-	-	Monthly Salary Ranges (e)				
City Engineer	10-750	4%	11,845	12,437	13,058	13,710	14,395
Planning and Development Services Manager*	10-748	4%	10,763	11,301	11,866	12,459	13,081
Senior Planner	10-724	4%	8,513	8,938	9,384	9,853	10,345
Associate Engineer	10-746	4%	8,390	8,809	9,249	9,711	10,196
Senior Accountant	10-745	4%	8,144	8,551	8,978	9,426	9,897
Public Works Superintendent	10-400	4%	7,950	8,347	8,764	9,202	9,662
Senior Management Analyst	10-727	4%	7,482	7,856	8,248	8,660	9,093
Associate Planner	10-728	4%	7,264	7,627	8,008	8,408	8,828
Management Analyst	10-721	4%	7,264	7,627	8,008	8,408	8,828
Assistant Engineer	10-719	4%	6,785	7,124	7,480	7,854	8,246
Recreation Coordinator	10-200	4%	5,434	5,705	5,990	6,289	6,603

Effective July 1, 2019 through June 30, 2020

-	-	-	Steps				
Position	Class	Change	A	B	C	D	E
-	-	-	Monthly Salary Ranges (e)				
City Engineer	10-750	2.5%	12,140	12,747	13,384	14,053	14,755
Planning and Development Services Manager*	10-748	2.5%	11,033	11,584	12,163	12,771	13,409
Senior Planner	10-724	2.5%	8,726	9,162	9,620	10,100	10,604
Associate Engineer	10-746	2.5%	8,600	9,029	9,480	9,953	10,450
Senior Accountant	10-745	2.5%	8,347	8,764	9,202	9,662	10,145
Public Works Superintendent	10-400	2.5%	8,150	8,557	8,984	9,433	9,904
Senior Management Analyst	10-727	2.5%	7,671	8,054	8,456	8,878	9,321
Associate Planner	10-728	2.5%	7,447	7,819	8,209	8,619	9,049
Management Analyst	10-721	2.5%	7,447	7,819	8,209	8,619	9,049
Assistant Engineer	10-719	2.5%	6,956	7,303	7,668	8,051	8,453
Recreation Coordinator	10-200	2.5%	5,570	5,848	6,140	6,447	6,769

Effective July 1, 2020 through June 30, 2021

-	-	-	Steps				
Position	Class	Change	A	B	C	D	E
-	-	-	Monthly Salary Ranges (e)				
City Engineer	10-750	2.5%	12,444	13,066	13,719	14,404	15,124
Planning and Development Services Manager*	10-748	2.5%	11,310	11,875	12,468	13,091	13,745
Senior Planner	10-724	2.5%	8,944	9,391	9,860	10,353	10,870
Associate Engineer	10-746	2.5%	8,815	9,255	9,717	10,202	10,712
Senior Accountant	10-745	2.5%	8,557	8,984	9,433	9,904	10,399
Public Works Superintendent	10-400	2.5%	8,354	8,771	9,209	9,669	10,152
Senior Management Analyst	10-727	2.5%	7,862	8,255	8,667	9,100	9,555
Associate Planner	10-728	2.5%	7,634	8,015	8,415	8,835	9,276
Management Analyst	10-721	2.5%	7,634	8,015	8,415	8,835	9,276
Assistant Engineer	10-719	2.5%	7,130	7,486	7,860	8,253	8,665
Recreation Coordinator	10-200	2.5%	5,711	5,996	6,295	6,609	6,939

EXHIBIT B

1. Orientation

- a. The City will provide ten (10) calendar days advanced notice to the appropriate bargaining representative of the time, date, and location of the orientation of any new, represented employee.
- b. The applicable bargaining representative will be given 30- minutes at the beginning of the orientation meeting for no more than one (1) representative to meet in a room designated by the City to present union or association membership information.
- c. The City will provide 30 minutes of Release Time to the representative presenting the membership information during the scheduled orientation. The applicable union or association shall provide the representative's immediate supervisor with the representative's name at least five (5) days prior to the orientation. The representative shall be released for this purpose unless unusual operation needs interfere with such release in which case the representative's immediate supervisor will provide a written explanation of why release could not be approved. If the representative is not released due to department operational needs, the representative may arrange an alternative date and time to meet with the newly hired employee within the first **four (4)** weeks of employment, subject to the 30-minutes orientation and Release Time requirements as stipulated above.
- d. In the event the union or association, as applicable, does not want to be present at the orientation but rather provide something in a written format, the representative will **be responsible for** delivering this written information to the new employee.

2. Information Provided to Association

a. On a quarterly basis (March, June, September, and December), the City will provide to the exclusive bargaining representative a digital file via email to an email address designated by the union or association as applicable. The City will provide the following information with respect to employees represented by a particular exclusive bargaining representative, to the extent the City has it on file:

- Name.
- Job Title.
- Department.
- Work Location.
- Home telephone number.
- Home address.
- Personal cellular telephone number.
- Work telephone number.
- Personal email addresses on file with the City.

The City's existing employee database does not maintain personal cell phone numbers, personal cell phone numbers or personal email addresses. Notwithstanding the foregoing, limited to the express purpose of the requirements of Government Code section 3558 only, an employee may opt out via written request to the City (below), with copy sent to applicable exclusive bargaining representative, to direct the City to withhold disclosure of the employee's home address, home telephone number, personal cellular telephone number, and personal email address.

**EMPLOYEE WAIVER OF PERSONAL
INFORMATION RELEASE**

I, _____ understand that California Government Code Sections 3555-3559 requires the City of Half Moon Bay ("City") to release certain contact information to the employee bargaining unit exclusive representative in furtherance of communication between employees and their exclusive bargaining representative.

I hereby direct the City to NOT release my confidential and personal information (home address, personal home telephone number, personal cellular telephone number, personal email address) to the exclusive bargaining representative at this time.

I may authorize release of this confidential and personal information at a future date of my own accord, and at that time will so direct the City in writing that it may release that information to the exclusive bargaining representative.

Employee Signature

Date

EXHIBIT C

GRIEVANCE PROCEDURES

Purpose of Grievance Procedure

The grievance procedure shall be used to resolve ~~employee complaints concerning terms and conditions of employment~~ **any dispute which may arise concerning the interpretation, application, or violation of the express terms of an applicable, ratified Memorandum of Understanding (MOU), any written rules, regulations and/or policies, City Council resolutions and/or ordinances now in effect or as may from time to time be adopted that affect the wages, hours or other conditions of employment** with the City. The grievance procedure shall not be used for:

- a) The resolution of any complaint concerning any disciplinary action;
- b) The resolution of any complaint relating to any concerted refusal to work.

Any provisions of this grievance process in conflict with a ratified MOU shall be governed by the MOU.

Informal Discussion of Grievance

When an employee has a complaint, the employee shall first informally discuss the matter with the employee's immediate supervisor within ~~fifteen (15) calendar~~ **ten (10) working** days from the date of the incident or decision generating the grievance. If, after a discussion with the immediate supervisor, the complaint has not been satisfactorily resolved, the employee shall have the right to discuss the complaint informally with the supervisor's immediate superior, **within five (5) working days from the discussion with the immediate supervisor**. If, after such a discussion, the complaint has not been satisfactorily resolved, the employee shall have the right to file a formal grievance.

Formal Grievance Procedure

The formal grievance procedure shall be comprised of the following:

An employee shall have the right to present a formal grievance, in writing, within five (5) working days after the informal discussion of the grievance with the immediate supervisor or the immediate supervisor's superior. All formal grievances shall state the reasons for the complaint and the employee's suggested solution.

The formal grievance shall be presented to the department director. The department director shall discuss the grievance with the employee and/or the employee's representative. Within ten (10) working days after receipt of the formal grievance, the department director shall render a written decision regarding its merits. The grievance shall be considered resolved and no further

review of the subject matter of the grievance shall be permitted under this rule when the employee does not seek further review of the grievance within five (5) working days after receipt of the decision of the department director. Failure of the department director to render a written decision on the grievance within ~~five (5)~~ ten (10) working days after receipt of the formal grievance constitutes a decision denying the grievance.

If the department director's decision does not satisfactorily resolve the complaint, the employee may present the formal grievance to the Personnel Officer within five (5) working days of receipt of the department director's decision or other denial of the grievance, as applicable. The Personnel Officer shall discuss the grievance with the employee and/or the employee's representative. Within ~~fifteen (15)~~ ten (10) working days after meeting with the employee and/or the employee's representative, the Personnel Officer shall render a written decision regarding its merits.

If the Personnel Officer's decision does not satisfactorily resolve the complaint, or if the Personnel Officer fails to respond in writing as provided in Step (c) above, the employee shall have the right to refer the grievance to binding arbitration. Such referral shall be made in writing to the Personnel officer within ten (10) working days of receipt of his/her decision. In the event the Personnel Officer does not provide a written response as provided in Step (c), the employee must refer the grievance to arbitration within ten (10) working days of the deadline for submission of a written response by Personnel Officer under Step (c) (i.e. ten (10) working days after meeting with the employee and the employee's representative).

Binding Arbitration

The binding arbitration procedure shall be as follows

The parties may mutually agree upon the selection of the arbitrator or shall jointly request from ~~arbitrator shall be provided by the State of California Mediation and Conciliation Service~~ a list of seven (7) persons qualified to act as arbitrators. Within ten (10) working days of receipt of said list, the parties shall meet to select the arbitrator. The right to strike the first name shall be determined by lot and the parties shall alternately strike one (1) name from the list until only one (1) name remains. That person shall be the arbitrator.

Unless otherwise agreed to by both parties, expedited arbitration shall be used and shall include:

- (1) A requirement that the arbitrator selected render a written decision within sixty (60) calendar days of the conclusion of the hearing.
- (2) No court reporter unless mutually agreed to by all parties.
- (3) No post hearing briefs unless mutually agreed to by all parties.

The fees and expenses of the arbitrator and the court reporter, if required, shall be shared equally by both parties.

Arbitrator's Decision

The decision of the arbitrator shall be final and binding and shall be limited to the issue or issues involved in the grievance. The arbitrator shall not add to, subtract from, change or modify any provisions of these Personnel Rules, any applicable memorandum of understanding, departmental rules or regulations, ordinance, or City Council resolution affecting working conditions and shall be authorized only to apply existing provisions of the applicable documents to the specific facts involved and to interpret only applicable provisions of such documents. The arbitrator's decision shall constitute the final step within the City's administrative process.

Reprisals Prohibited

The City shall not institute any reprisals against any employee or any representative resulting from the use of the grievance procedure.

Grievance Preparation Time

An employee submitting a grievance and the employee's representative may use a reasonable amount of time during working hours to prepare for and present the grievance.

EXHIBIT D

DISCIPLINARY PROCEDURES

Disciplinary Action and Causes Therefore

The following discipline section will apply to all employees who are not designated “at-will.” Any provisions in conflict with a ratified Memorandum of Understanding (MOU) shall be governed by the MOU.

Disciplinary action consists of discharge, involuntary demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment. Discipline will not be imposed except upon a showing of cause which may include but shall not be limited to the following:

Violation of administrative policies and procedures;

Failure to properly perform assigned duties;

Theft of City property;

Insubordination;

Conviction of a felony, or conviction of a misdemeanor relating to the employee's fitness to perform assigned duties;

Unauthorized absence from employment;

Tardiness;

Failure to maintain satisfactory working relationships with other employees or the public;

Reporting for work, or being at work, under the influence of or in possession of alcohol or nonprescribed controlled substances;

Improper use of City funds;

Unauthorized use of City property

Failure to properly care for City property;

Dishonesty within the scope of the employee's work, or Misstatement of material fact;

Failure to maintain any employment qualification;

Failure to comply with safety standards;

Other failure of good behavior either during or outside of employment such that the employee's conduct causes discredit to the City.

Disciplining Authority

The department director **or their designee, who shall be within the same department,** shall have the responsibility to institute disciplinary action, to schedule and conduct any predisciplinary conference and to recommend the imposition of disciplinary action.

Notice of Discipline:

Prior to recommending the imposition of any disciplinary action, the department director **or their designee, who shall be within the same department,** shall notify the employee, in writing, of the nature of the proposed disciplinary action and its proposed effective date, the reason for the proposed disciplinary action, any specific charges against the employee, the employee's right to receive copies of the written documents and materials upon which the proposed disciplinary action is based ~~and~~ the employee's right to respond to the charge, either orally or in writing, and a statement advising the employee of the right to Union representation, when applicable.

Representation

If an employee requests or is required to meet with a department director or supervisor and such meeting involves the possible imposition of disciplinary action against the employee, the employee, upon request, shall be entitled to have one representative present at such meeting.

Emergency Suspension

When a department director determines that an employee's conduct threatens or has caused injury to persons or property, the department director may impose a suspension with pay against the employee, effective immediately, until a predisciplinary conference is conducted pursuant to the personnel rules. The imposition of an emergency suspension against an employee does not preclude the department director from proposing a more severe disciplinary action against such employee receiving an emergency suspension. Within three (3) working days of such emergency suspension, the department director shall notify the employee, in writing, of the nature of any proposed disciplinary action, the reason for the disciplinary action, any specific charge against the employee, the employee's right to receive copies of the documents and materials upon which the disciplinary action is based and the employee's right to respond to the charge, either orally or in writing. The department director, unless otherwise requested by the employee, shall conduct a disciplinary conference in not less than ten (10) **working** days after the effective date of the emergency suspension.

APPEAL PROCEDURES

Request for Disciplinary Hearing

Employees shall have the right to appeal the imposition of disciplinary action by requesting a

hearing before an advisory arbitrator. Any such request shall be in writing, signed by the employee or representative, and presented to the Personnel Officer within ten (10) **working** days after the effective date of the imposition of the disciplinary action. Further, said request shall identify the subject matter of the appeal, the grounds for the appeal and the relief desired by the employee. If the employee fails to request a disciplinary hearing within the prescribed time, the employee shall have waived the right to a hearing and all rights to further appeal of the disciplinary action.

Scheduling of Disciplinary Hearing

The Personnel Officer shall schedule any disciplinary hearing within a reasonable time after the filing of the employee's request, considering the availability of the advisory arbitrator and the convenience of the employee and the witnesses.

Advisory Arbitrator

The parties may mutually agree upon the selection of the advisory arbitrator or shall jointly request a list of seven (7) persons qualified to act as the advisory arbitrator from ~~shall be provided~~ by the State of California Mediation and Conciliation Service or similar, mutually agreed upon agency. **Within ten (10) working days of receipt of said list, the parties shall meet to select the arbitrator. The right to strike the first name shall be determined by lot and the parties shall alternately strike one (1) name from the list until only one (1) name remains. That person shall be the advisory arbitrator.**

Expedited Arbitration

Unless otherwise agreed to by both parties, expedited arbitration shall be used and shall include:

- a) **A requirement that the arbitrator selected render a decision within sixty (60) calendar days of the conclusion of the hearing.**

No court reporter unless mutually agreed to by all parties.

No post hearing briefs unless mutually agreed to by all parties.

Costs

The fees and expenses of the arbitrator and the court reporter, if required, shall be shared equally by both parties.

Decision

The decision of the arbitrator shall be advisory only and constitutes the final step within the City's administrative process.

City of Half Moon Bay



Non-represented Confidential Employees Compensation and Benefits Plan

July 1, ~~2018-2021~~ – June 30,
~~2021~~2026

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SECTION 1 PURPOSE

1.1 Purpose

To establish a program and guidelines for non-represented confidential employee compensation and benefits pursuant to the following goals and objectives:

- Establish a payment of non-represented confidential employees that results in appropriate salary-contribution relationships and competitive salary rates.
- Recognize the distinct character of non-represented confidential employees as opposed to grouping them with other employees for compensation purposes.
- Promote a firm commitment of non-represented confidential employees to the goals and objectives of the City Council and City Manager.
- Establish a system where salary serves as an effective device for promoting better job performance.
- Promote the further identification of the non-represented confidential employees and understanding of associated roles and responsibilities.

SECTION 2 APPLICATION

2.1 Application

This plan shall apply to the following non-represented confidential employees:

- Administrative Services Manager
- Executive Assistant to the City Manager
- Finance Manager
- Management Analyst/Project Manager assigned to the Human Resources Department
- Senior Accountant

2.2 Probationary Period

Non-represented confidential employees shall have a one-year probationary period.

SECTION 3 COMPENSATION

3.1 Compensation

Effective July 1, 2021, the base wages for represented classifications shall be increased by a cost-of-living adjustment of two percent (2.0%).

Effective July 1, 2022, the base wages for represented classifications shall be increased by a cost-of-living adjustment of two-and-a-half percent (2.5%). However, should the City's actual gross Transient Occupancy Tax (TOT) revenue for the first three quarters of Fiscal Year 21-22 equal or exceed ninety percent (90%) of the FY 18-19 TOT revenue, as determined by the City's third-party administrator, then the base wages for represented classifications will be increased by a cost-of-living adjustment of three percent (3.0%), instead of the aforementioned two-and-one-half percent (2.5%).

Effective July 1, 2023, the base wages for represented classifications shall be increased by a cost-of-living adjustment of two-and-a-half percent (2.5%). However, should the City's actual gross Transient Occupancy Tax (TOT) revenue for the first three quarters of Fiscal Year 22-23 equal or exceed ninety percent (90%) of the FY 21-22 TOT revenue, as determined by the City's third-party administrator, then the base wages for represented classifications will be increased by a cost-of-living adjustment of three percent (3.0%), instead of the aforementioned two-and-one-half percent (2.5%).

Effective July 1, 2024, the base wages for represented classifications shall be increased by a cost-of-living adjustment of two-and-a-half percent (2.5%). However, should the City's actual gross Transient Occupancy Tax (TOT) revenue for the first three quarters of Fiscal Year 23-24 equal or exceed ninety percent (90%) of the FY 22-23 TOT revenue, as determined by the City's third-party administrator, then the base wages for represented classifications will be increased by a cost-of-living adjustment of three percent (3.0%), instead of the aforementioned two-and-a-half percent (2.5%).

Effective July 1, 2025, the base wages for represented classifications shall be increased by a cost-of-living adjustment of two-and-a-half percent (2.5%). However, should the City's actual gross Transient Occupancy Tax

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(TOT) revenue for the first three quarters of Fiscal Year 24-25 equal or exceed ninety percent (90%) of the FY 23-24 TOT revenue, as determined by the City's third -party administrator, then the base wages for represented classifications will be increased by a cost-of-living adjustment of three percent (3.0%), instead of the aforementioned two percent-and-a-half percent (2.5%).

In recognition of employees' contributions throughout the COVID-19 pandemic, the City will pay all executive team members, employed with the City on date of payment, a one-time, non-pensionable lump sum payment of \$1,000 no later than September 5, 2021. The lump sum amount will be included in regular payroll and is subject to all applicable payroll tax and withholding.

~~Effective July 1, 2018, the base wages for non-represented classification covered by this plan shall be increased by a salary adjustment of four percent (4%).~~

~~Effective July 1, 2019, the base wages for non-represented classification covered by this plan shall be increased by a salary adjustment of two and one half percent (2.5%).~~

~~Effective July 1, 2020, the base wages for non-represented classification covered by this plan shall be increased by a salary adjustment of two and one half percent (2.5%).~~

The City will impose a "me too" if any other bargaining unit extends a contract with a cost of living increase and cafeteria plan increase higher than what is being established in this three (3) year agreement. The City Manager may propose to the City Council an equal to or greater increase, but the contract term should also remain equal to the comparable bargaining unit.

3.2 Salary at Initial Appointment

Salary for Non-represented Confidential employees at initial appointment is at the discretion of the City Manager and shall be based upon the qualifications of the candidate.

Other benefits and adjustments to this benefits and compensation contract may be implemented in a side letter agreement at the time of employment or possibly during other terms of employment and/or termination.

3.3 Acting Pay

Upon approval of the City Manager, an employee may be assigned acting duties of a position having a higher salary range. The employee must be assigned in writing to perform the full scope of duties as specified in the job description of the higher-level position for at least five (5) consecutive business days. Employees will be paid the minimum step in the new range that provides at least a five percent (5%) increase over his/her current salary for the entire period of the acting assignment. At the discretion of the City Manager, intermittent acting pay may be approved when an employee is assigned to periodically perform acting duties for than more than five (5) total days over a designated period of time.

3.4 Out of Class Pay

Employees shall be eligible for out of class pay equal to five percent (5.0%) over the employee's current base salary when, because of turnover in supervisory or management personnel, they are assigned in writing to perform major duties normally performed in those higher-level positions while the positions are vacant, and for up to ten (10) working days' time after they are filled.

3.5 Salary on Promotion

Any employee who is promoted to a position having a higher salary range shall receive the minimum step in the new range that provides for no less than a five percent (5%) increase.

If an employee is eligible for a merit step increase on the same date a promotion is to be effective, the step increase shall be granted before the promotion.

3.6 Bilingual Compensation

Employees who meet the criteria below, as determined by the Human Resources Division (hereafter "HR"), shall be entitled to receive a bilingual pay differential of:

- Two and a half percent (2.5%) per month of employee's base salary for employees certified in oral skills;
- Two and a half percent (2.5%) per month of employee's base salary for employees certified in written skills;
- Two and a half percent (2.5%) per month of employee's base salary for employees certified in simultaneous translation skills.

Criteria - Employees can receive bilingual compensation if:

- The employee successfully passes such language proficiency/fluency test as may be selected by HR, including such periodic retesting as HR

determines may be appropriate. If an employee does not pass the test, HR will provide the employee with one additional retest in a fiscal year.

- The duties currently assigned to the employee and/or currently being performed by the employee require utilization of a non-English language on a regular basis.

The City reserves the right to determine the number, timing, location, and duration of the assignments receiving the additional pay provided herein and which languages are needed. Any employee who is receiving Bilingual Pay may be asked to utilize his/her bilingual skills at any time while on duty in his/her own division/department or by supervisor in any other division/department. An employee who is not receiving Bilingual Pay will not be asked to use bilingual skills, except in isolated circumstances where no employee receiving such pay is available; in that limited situation an employee may be asked to utilize such skills.

SECTION 4

SUPPLEMENTAL BENEFITS

4.1 Vacation and Administrative Leave Payoff

When an employee is separated from service, he/she shall be entitled to a lump sum payment for any unused vacation and administrative leave at the time of separation.

In addition to the payment available upon separation, with the approval of the City Manager, employees may receive an annual payment in exchange for earned vacation or administrative leave up to one hundred four (104) hours in any given calendar year payable during the month of November. At the time of the request for the exchange, the employee must retain a minimum of 60 total hours of vacation and/or administrative leave on their leave banks.

4.2 Sick Leave Payoff

Upon separation from the City, employees with a minimum of five (5) years of service, but less than ten (10) years of service, shall receive reimbursement for twenty-five percent (25%) of their accrued sick leave with a cap of Twenty Five Hundred Dollars (\$2,500.00). Employees with a minimum of ten (10) years of service, but less than twenty (20) years of service, shall receive reimbursement equal to twenty-five percent (25%) of accrued sick leave with no cap. Employees with a minimum of twenty (20)

years of service shall receive reimbursement equal to forty percent (40%) of accrued sick leave with no cap.

4.3 Reimbursement for Use of Technology

If an employee is required by his or her supervisor to use his or her personal cell phone, tablet, computer or other technology in the course of City business, the City will provide a technology stipend of ~~seventy five~~one hundred dollars (~~\$75~~100) per month.

4.4 Service Recognition

For any employees who were employed with the City prior to July 1, 2013, the City shall make service recognition awards as follows:

- Employees with at least seven years and less than fourteen years of full-time Half Moon Bay City-service shall receive an annual payment of \$700 in the pay period following their anniversary date.
- Employees with at least fourteen years and less than twenty-one years of full-time Half Moon Bay City-service shall receive an annual payment of \$1,400 in the pay period following their anniversary date.
- Employees with at least twenty-one years full-time Half Moon Bay City-service shall receive an annual payment of \$2,100 in the pay period following their anniversary date.

The cost of the Service Recognition Program shall be considered part of the total compensation provided to classifications in the bargaining unit and will be incorporated when the City contemplates future adjustments in bargaining unit compensation.

SECTION 5 MILEAGE

5.1 Mileage

Employees will receive reimbursement for each mile traveled on City business in the employee's private vehicle at the current rate established by the Internal Revenue Service. Private vehicles used for City business shall comply with applicable California Vehicle Code Sections pertaining to "Insurance or Proof of Ability to Respond to Damages."

**SECTION 6
EDUCATIONAL TRAINING INCENTIVE PROGRAM**

6.1 Educational Reimbursement

The City shall reimburse employees for job-related educational classes, certifications, professional memberships, conferences, workshops, or seminars, conditioned upon prior approval of the City Manager or their designee in the amounts set forth below. Eligible classes, certifications, professional memberships, workshops, conferences, and seminars must:

- Relate to and be beneficial for the work of the employee's current City position or occupation; or
- Satisfy a continuing education requirement of the employee's current City position; or
- Prepare the employee for advancement/promotion to positions of greater responsibility within the City.

Under this section, employees may also request reimbursement of payments made towards student loans.

Employees who have completed less than two (2) years of service with the City may be reimbursed up to a maximum amount of One Thousand Five Hundred Dollars (\$1,500) per calendar year, per employee.

Employees who have completed two or more years of service with the City may be reimbursed up to an additional One Thousand Five Hundred Dollars (\$1,500), for a total maximum reimbursement of Three Thousand Dollars (\$3,000) per calendar year, per employee. This additional \$1,500 may only be applied towards reimbursement for job-related degrees from accredited educational institutions or repayment of student loans.

The City does not make any representations as to the tax treatment of this benefit.

**SECTION 7
HEALTH AND WELFARE**

7.1 Medical, Dental and Vision Insurance

A. Eligibility

All regular employees of the City eligible for PERS medical membership shall be eligible to enroll in the health and welfare benefits provided by this Section and currently authorized for this bargaining unit. Eligible

dependents of a regular employee eligible for PERS medical membership shall be permitted to participate in any health and welfare benefit provided in this Section to the extent authorized by the benefit plan.

B. Medical Insurance Benefits

The City will contract with the California Public Employees Retirement System (CalPERS) for the purpose of providing employees and their eligible dependents with medical insurance benefits.

The City will pay the minimum employer contribution required under Public Employees Medical and Hospital Care Act (PEMHCA) for each eligible active employee towards the purchase of medical insurance.

C. Cafeteria Plan

The City will maintain a Cafeteria Plan, pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing employees with access to various health and welfare benefits. Benefits available through the Cafeteria Plan include medical insurance, dental insurance, and vision insurance.

The City will provide a Cafeteria Plan Allowance to all employees eligible to participate in City-sponsored health and welfare benefits.

The City shall contribute up to a maximum of One Thousand ~~Eight-Nine~~ Hundred Dollars (\$1,~~89~~00) per month for regular full-time employees. The City's contribution for part-time employees shall be pro-rated based on their FTE.

In addition, the City agrees to provide dental and vision insurance up to the family level coverage for regular full-time employees. The City's contribution for part-time employees shall be pro-rated based on their FTE.

Any and all additional sums, over and above the amounts stated above that are required to purchase the employee selected Health and Welfare benefit, shall be paid by the employee through payroll deduction. Cafeteria Plan Allowance in excess of actual premiums is to be paid to the employee. A City payroll deduction authorization form shall be completed.

For particulars of coverage, see appropriate pamphlets and contracts.

D. Flexible Spending Accounts

As soon as administratively possible following ratification of this agreement by the Represented Management Team and adoption by the City Council,

the City will offer a flexible spending account (FSA) program available to employees. Employees may elect to contribute pre-tax dollars towards their FSAs for approved uses under such plan(s). FSA contributions shall not exceed IRS allowable limits.

7.2 Life Insurance and AD & D Insurance

The City shall provide Life Insurance and Accidental Death and Dismemberment coverage for employees in the amount equal to one (1) times their individual annual base salary.

7.3 Disability Coverage

The City shall provide long-term disability coverage of sixty seven percent (67%) of monthly earnings to a maximum monthly benefit of six thousand dollars (\$6,000) after a sixty (60) day elimination period.

7.4 Deferred Compensation

Employees may participate in the City's voluntary deferred compensation program (457 Plan). Notwithstanding the foregoing, for employees who have completed one year of service with the City, the City will match 50 cents for every dollar that the employee contributes towards their 457 Plan account, up to an employee contribution of ~~four-six~~ percent (46.0%) of the employee's salary. For example, if an employee contributes 64.0% or more of their salary towards their 457 Plan account, they will receive a 23.0% match from the City. For employee contributions, the City will make payroll deductions and transmit funds to the administrator. The City makes no representation on the merit of the plan or any of the investment products or instruments, which may be offered by the plan. The individual participant is responsible for evaluating the investment options within the plan. The City currently contracts with the ICMA-RC and CalPERS to provide a 457 program.

7.5 Retirement

The City will provide the following benefits to employees who do not meet the definition of “new member” as set forth in Government Code Section 7522.02(f):

- a. Employer Paid Member Contribution (EPMC) – Effective July 1, 2013, employees will be required to pay seven percent (7%) of the member contribution;
- b. 2% @ 55 Retirement option;
- c. One-Year final compensation;
- d. Unused Sick Leave Conversion for Retirement Service Credit – Retiring employees, defined as employees who request retirement payments from PERS within 120 days from separation from service, may convert unused sick leave to service credits to the maximum allowed by CalPERS. This provision to convert sick leave to service credits is at the option of the employee and, if so selected, is in-lieu of any other options available to convert sick leave to cash upon separation that the Compensation and benefits plan may provide;
- e. Employer Paid Member Contribution (EMPC) converted to pay rate during the final compensation period.

Retirement benefits of employees who on or after January 1, 2013 became members of CalPERS or a retirement system that has reciprocity with CalPERS shall conform to the requirements of the California Public Employees’ Pension Reform Act of 2013, Gov. Code § 7522 et seq., as may be amended.

The City will provide the following retirement benefits to all employees:

- a. 1959 Survivor Benefit – 3rd Level.
- b. Military Service Credit (Statutes of 1976) – The employee, at the employee’s expense, may purchase Military Service Credits.
- c. Pre-retirement Option 2W Death Benefit.

**SECTION 8
HOLIDAYS**

8.1 Recognized Holidays

All full-time bargaining unit employees are entitled to the following holidays with pay:

- New Year's Day
One day prior to, or following New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Cesar Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
Day after Thanksgiving
- Christmas Day
One day prior to, or following Christmas Day
- One Floating Holiday

Part-time employees shall receive holiday pay equivalent to their regularly scheduled hours on the day on which the holiday is observed (for example, if an employee is regularly scheduled to work six (6) hours on Mondays, they would receive six (6) hours of holiday pay for any holidays that are observed on a Monday).

When any day recognized as a holiday falls on a Sunday, the holiday shall be observed on the following Monday. When any day recognized as a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday.

For Christmas and New Year's Holidays the following schedule shall be used to determine the actual days off:

<u>Actual Holiday</u>	<u>Holiday Observed</u>	<u>Day Before or After Observed</u>
Sunday	Monday	Tuesday
Monday	Monday	Tuesday
Tuesday	Tuesday	Monday
Wednesday	Wednesday	Tuesday
Thursday	Thursday	Friday
Friday	Friday	Thursday
Saturday	Friday	Thursday

8.2 City Hall Closure:

[2018-2019/2021-2022](#)

City Hall will be closed December ~~26-28, 2018~~ 27-30, 2021. Employees may use accrued vacation, administrative leave or take unpaid time off during the unpaid closure days. Employees without accrued vacation or administrative leave will take unpaid leave. Notwithstanding the foregoing, employees hired on or after October 1, 2018-2021 may request an advance of up to three (3) days of vacation time to be used to ensure employees will be paid during the ~~FY2018-19~~ FY 2021-22 City Hall closure. Employees may be permitted or required to work during this period with the approval of the City Manager and subject to the business needs of the City.

[2019-2020/2022-2023](#)

City Hall will be closed December ~~26-27~~ 27-30 and December 30, ~~2019~~ 2022. Employees may use accrued vacation, administrative leave or take unpaid time off during the unpaid closure days. Employees without accrued vacation or administrative leave will take unpaid leave. Notwithstanding the foregoing, employees hired on or after October 1, 2019-2022 may request an advance of up to three (3) days of vacation time to be used to ensure employees will be paid during the ~~FY2019-20~~ FY2023-23 City Hall closure. Employees may be permitted or required to work during this period with the approval of the City Manager and subject to the business needs of the City.

[2020-2021/2023-2024](#)

City Hall will be closed December ~~28-30~~ 26-29, 2020 2023. Employees may use accrued vacation, administrative leave or take unpaid time off during the unpaid closure days. Employees without accrued vacation or administrative leave will take unpaid leave. Notwithstanding the foregoing, employees hired on or after October 1, 2020-2023 may request an advance of up to three (3) days of vacation time to be used to ensure employees will be paid during the ~~FY2020-21~~ 2023-24 City Hall closure. Employees may be permitted or required to work during this period with the approval of the City Manager and subject to the business needs of the City.

[2024-2025](#)

City Hall will be closed December 26-27 and December 30th, 2024. Employees may use accrued vacation, administrative leave or take unpaid time off during the unpaid closure days. Employees without accrued vacation or administrative leave will take unpaid leave. Notwithstanding the foregoing, employees hired on or after October 1, 2024 may request an advance of up to three (3) days of vacation time to be used to ensure

employees will be paid during the FY2024-25 City Hall closure. Employees may be permitted or required to work during this period with the approval of the City Manager and subject to the business needs of the City.

2025- 2026

City Hall will be closed December 26 and December 29-30, 2025. Employees may use accrued vacation, administrative leave or take unpaid time off during the unpaid closure days. Employees without accrued vacation or administrative leave will take unpaid leave. Notwithstanding the foregoing, employees hired on or after October 1, 2025 may request an advance of up to three (3) days of vacation time to be used to ensure employees will be paid during the FY2025-26 City Hall closure. Employees may be permitted or required to work during this period with the approval of the City Manager and subject to the business needs of the City.

**SECTION 9
LEAVES**

9.1 Vacation Leave

Full-time employees are entitled to paid vacation time off which shall accrue at the following rate:

0 through 4 years	8	hours per month
5 through 10 years	10	hours per month
11 through 15 years	12	hours per month
16 through 20 years	14	hours per month
21+ years	15.33	hours per month

The accrual rate for part-time employees shall be pro-rated based on their FTE.

Employees may accumulate up to, but not more than, two (2) years of vacation credit at their current accrual level. When an employee reaches seventy-five percent (75%) of the two-year limit, he/she shall be required to schedule vacation time off. If such vacation leave is denied by the City, the employee shall be paid for the vacation time reached in excess of the limit.

9.2 Sick Leave

Full-time employees shall accrue eight (8) hours of sick leave with pay for each month of service. The accrual rate for part-time employees shall be pro-rated based on their FTE.

Sick leave may be applied to:

- a. Absence necessitated by an employee's personal illness.
- b. Medical and dental appointments.
- c. Purposes specified by the California Healthy Workplaces/Healthy Families Act. All conditions and restrictions that govern employee use of sick leave shall also apply to the use by an employee to attend to an illness of his/her child, mother, father, mother-in-law, father-in-law, spouse, domestic partner; domestic partner's mother, father, or child; and any dependent living in the same household as the employee.

Sick Leave incentive: Two (2) days' vacation leave will be awarded contingent upon non-usage of accumulated sick leave (i.e. employee authorized one additional vacation day per six (6) months provided sick leave usage does not exceed two (2) days for that same period).

9.3 Industrial Accident Leave

An employee who has suffered an illness or injury arising out of and in the course of his/her employment, as defined by the Workers' Compensation laws of the State of California and is receiving temporary disability indemnity payments shall be entitled to industrial accident leave while so disabled without loss of compensation for a period not to exceed seventy-five (75) calendar days.

During the period the employee is paid by the City, the employee shall endorse to the City any temporary disability indemnity benefit payments received as a result of Workers' Compensation insurance coverage. The City will withhold payment of all compensation and benefits provided by this section until it is determined whether the illness or injury is accepted. If the employee's disability caused by illness or injury arising out of and in the course of the employee's employment extends beyond seventy-five (75) calendar days as described above, the employee may integrate his/her unused sick leave, vacation leave, and compensatory time accruals with the Workers' Compensation payments, provided that the sum of all Workers' Compensation Temporary Disability Indemnity benefits and paid leave do not exceed the employee's regular rate of pay for said period.

Once sick leave is exhausted, the employee may request an unpaid leave of absence. Such request must be in writing and must include a medical doctor's estimated date of return to full duty.

9.4 Bereavement Leave

The maximum period of bereavement leave with pay granted to any employee, whether full-time or part-time, for each death in his/her immediate family (immediate family includes and is limited to spouse/registered domestic partner and parents, grandparents, children, grandchildren, and siblings of the employee and/or spouse/registered domestic partner of the employee) shall be three (3) consecutive working days. Bereavement leave with pay granted to an employee for all deaths in his/her immediate family shall not exceed five (5) working days during any twelve (12) month period except by special action of the City Council for good cause shown, except that an additional day will be granted in each case where the death takes place outside the State of California.

9.5 Jury Duty

A regular employee who is summoned for attendance to any court for jury duty will promptly inform his or her supervisor and, if required to serve, may be absent from work without loss of wages or use of accrued leave while rendering such service (including travel time).

Employees shall return all jury fees to the City. Jury fees received by an employee, if any, will be remitted to the City within fifteen (15) working days after they are received, exclusive of any meal, expense, and/or travel reimbursements.

Upon being excused from the court each day, the employee must return to work if he or she has more than four (4) hours remaining before the end of his or her workday. Jury duty leave will be considered time worked for pay calculation purposes.

9.6 Court Leave

Each employee of the City who is required, under subpoena, to take time off duty with the City, to appear as a witness, by reason of their employment with the City, before any court, arbitrator, or tribunal, shall receive their regular salary during the time of their service as a witness under subpoena, less any and all witness fees which the employee may receive. Compensation will not be paid if the employee is a party to the action and is in a position adverse to the City. Upon service of subpoena, an employee shall immediately advise their supervisor thereof, and of the time when the employee is required to appear in Court in response thereto.

9.7 Military Leave

The City shall grant military leave in accordance with the California Military and Veterans Code.

9.8 Administrative Leave

In addition to vacation leave, employees shall accrue eight (8) hours of administration leave per month. A department head may recommend to the City Manager that up to an additional 12 hours of administrative leave per fiscal year be authorized in recognition of unanticipated efforts that were not contemplated in the established monthly allocation. The City Manager has full discretion in deciding whether to grant additional leave for any employee.

Employees may accumulate up to, but not more than, two (2) years of administrative leave credit. When an employee reaches seventy-five percent (75%) of the two-year limit, he/she shall be required to schedule administrative leave time off. If such administrative leave is denied by the City, the employee shall be paid for the administrative leave time reached that is in excess of the limit.

9.9 Leave Accounting

FLSA exempt employees who work less than regularly scheduled hours in a bi-monthly pay period must submit a leave request form and use accrued leaves to make up the difference between actual hours worked and the “normal” work hours in a bi-monthly pay period. For the purpose of this section, attendance at City meetings or training outside the regularly scheduled work hours shall not count as hours worked.

Preauthorization for a change in the regular work schedule must be obtained from the Department Head.

SECTION 10 LAYOFF NOTIFICATION

10.1 Layoff Notification & Severance

The appointing authority may lay off employees or demote employees in lieu of layoff subject to the following conditions:

- (a) Whenever in the judgment of the City Council it becomes necessary, in the interest of economy or because the necessity for the position or an employment involved no longer exists, the City Council may abolish any position or employment in the competitive service and lay off, demote or transfer an employee holding such position or employment without filing written charges and without the right to appeal.
- (b) Seniority shall be observed in effecting such reduction in personnel, and the order of layoff shall be in the reverse order of total cumulative time served in the City's service upon the effective date of the layoff. Layoff shall be made within classes of positions, and all provisional employees in the affected class or classes shall be laid off prior to the layoff of any probationary or regular employee.
- (c) Whenever seniority is equal, the seniority of the employee shall be determined first by examining total cumulative service within the affected classification and, if not determinative, then by position on the employment list.
- (d) Length of cumulative service is interpreted to be total time spent in the employ of the City, including all days of attendance at work, approved leaves of absence whether earned or specially authorized, and time served on military leave of absence but shall not include unauthorized absences, time spent between employment with the

City, suspensions, layoffs or any other time when the employee was not actively engaged at work.

- (e) The City shall notify in writing those employees to be laid off at least ten (10) calendar days prior to the effective date of any such layoff by hand delivery of Certified Mail. If notice is sent by Certified Mail, it shall be sent to the employee's address on file with Human Resources. The notice shall include the action to be taken, options available to the employee (if applicable), and information regarding reemployment rights.

In the event an employee is laid off for reasons not related to contracting out for services, employees to be laid off shall receive a minimum of 120 hours of base pay upon separation from employment.

In the event an employee is laid off as a direct result of the City contracting out for services, and the employee is not offered alternate employment at the City or the entity to which services are outsourced, the City will pay the employee six (6) months of severance pay at the employee's final City base pay rate upon separation in consideration for the employee's release of any and all claims.

An employee who: (a) declines to apply for alternate employment with the entity with whom the City contracts for services; or (b) declines an offer of employment with a salary of at least eighty-five percent (85%) of the employee's City base salary, from the entity with whom the City contracts; or (c) retires upon separation, will not be eligible for severance pay.

Employees laid off from higher-ranking classifications shall have the option, if qualified, to job classifications in the same job series. In addition, such employees shall have the option, if qualified subject to the City's personnel rules, to demote to vacancies in equal or lower rated job classifications outside the job series. If applicable, an employee shall be notified of option(s) in the notice of layoff and shall have ten (10) calendar days to notify the City if they elect to accept the option presented.

- (f) If an employee is demoted in lieu of layoff, the appointing authority shall assign the employee to the pay rate in the pay range for the new classification that least reduces the employee's prevailing pay rate immediately prior to the demotion.

- (g) The names of persons laid off or demoted in accordance with these rules shall be entered upon a reemployment list. Such list shall be used when a vacancy arises in the same or lower class of position. When a vacancy occurs in a job classification for which a reemployment list exists, the eligible person(s) on the reemployment list shall be recalled in the inverse order of layoff. When an employee is to be recalled, notice shall be sent to the employee's address on file with Human Resources. It is the employee's responsibility to inform the City of his/her current address and phone number. The City has no responsibility to attempt to locate a person on a reemployment list if a notice of reinstatement is returned undeliverable.

The recalled employee shall have fourteen (14) calendar days to respond to the City from the date of mailing of the reemployment notice. If an employee fails to respond within fourteen (14) calendar days of the mailing of the notice of reemployment or refuses reemployment; he/she shall lose all reemployment rights and his/her name shall be removed from the reemployment list. Employees reemployed pursuant to this section, shall receive credit for former employment in computing salary, vacation, and other benefits.

- (h) Names of persons laid off shall be carried on a reemployment list for twelve (12) months, except that persons appointed to regular positions of the same level as that which laid off, shall, upon such appointment, be removed from the list. Persons reemployed in a lower class, or on a temporary basis, shall be continued on the list for the higher position for the twelve (12) month period.
- (i) The City shall provide laid off employees with job search assistance for forty-five (45) days following the effective date of layoff. The assistance shall include career counseling, resume preparation, and job search assistance.
- (j) An employee that retires instead of being laid off may not be eligible for reinstatement.

**SECTION 11
MISCELLANEOUS PROVISIONS**

11.1 Performance Evaluations

Each employee shall receive a written annual performance review within thirty (30) calendar days of the end of his/her evaluation period. The review shall include information regarding employee performance and objectives for the next evaluation period. Within fourteen (14) calendar days of receipt of the evaluation, an employee may provide written comments regarding the evaluation, which will be attached to the evaluation and placed in the employee's personnel file.

11.2 Letters of Reprimand

Each employee shall receive a copy of any letter of reprimand and/or written warning prior to placement of such document in his/her personnel file. Within fourteen (14) calendar days of receipt of written reprimand and/or warning, an employee may provide written comments, which will be attached to the written reprimand and/or warning and placed in the employee's personnel file. Letters of reprimand and/or written warning are not subject to the grievance or appeal of discipline procedures. An employee may request that letters of reprimand and/or written warning be removed from their personnel file two years following the date of reprimand or written warning. The decision to remove a reprimand or written warning from an employee personnel file is at the discretion of the City and is not subject to appeal or grievance.

11.3 Alternate Work Schedule

Employees may request approval for alternate work schedules or to telecommute from their department head. Such requests shall be considered consistent with applicable City policy. It is understood that the schedule must be such that city operations must stay open Monday through Friday.

EXHIBIT A

Salary Schedule

Effective July 1, 2018 through June 30, 2019

Position	Class	Change	Steps				
			A	B	C	D	E
			Monthly Salary Ranges (e)				
Finance Manager	10-485	4%	9,797	10,286	10,800	11,339	11,905
Administrative Services Manager	10-525	4%	9,708	10,193	10,702	11,237	11,798
Management Analyst - Human Resources	10-721	4%	7,264	7,627	8,008	8,408	8,828
Executive Assistant to the City Manager	10-715	4%	6,166	6,474	6,797	7,136	7,492

Effective July 1, 2019 through June 30, 2020

Position	Class	Change	Steps				
			A	B	C	D	E
			Monthly Salary Ranges (e)				
Finance Manager	10-485	2.5%	10,040	10,542	11,069	11,622	12,203
Administrative Services Manager	10-525	2.5%	9,951	10,448	10,970	11,518	12,093
Management Analyst - Human Resources	10-721	2.5%	7,447	7,819	8,209	8,619	9,049
Executive Assistant to the City Manager	10-715	2.5%	6,320	6,636	6,967	7,315	7,680

Effective July 1, 2020 through June 30, 2021

Position	Class	Change	Steps				
			A	B	C	D	E
Monthly Salary Ranges (e)							
Finance Manager	10-485	2.5%	10,293	10,807	11,347	11,914	12,509
Administrative Services Manager	10-525	2.5%	10,200	10,709	11,244	11,806	12,396
Management Analyst - Human Resources	10-721	2.5%	7,634	8,015	8,415	8,835	9,276
Executive Assistant to the City Manager	10-715	2.5%	6,478	6,801	7,141	7,498	7,872

City of Half Moon Bay



Unrepresented Executive Employees Compensation and Benefits Plan

July 1, ~~2018-2021~~ – June 30,
2021
2026

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SECTION 1

PURPOSE

1.1 Purpose

To establish a program and guidelines for unrepresented executive employee compensation and benefits pursuant to the following goals and objectives:

- Establish a payment of unrepresented executive employees that results in appropriate salary-contribution relationships and competitive salary rates.
- Recognize the distinct character of unrepresented executive employees as opposed to grouping them with other employees for compensation purposes.
- Promote a firm commitment of unrepresented executive employees to the goals and objectives of the City Council and City Manager.
- Establish a system where salary serves as an effective device for promoting better job performance.
- Promote the further identification of the unrepresented executive employees and understanding of associated roles, loyalties, and responsibilities.

SECTION 2

APPLICATION

2.1 Application

This plan shall apply to employees in the following unrepresented executive classifications:

- Administrative Services Director
- Assistant City Manager
- Assistant to the City Manager
- [Communications Director](#) / City Clerk
- Community Development Director
- Contract Services Manager
- Deputy City Manager
- Finance Director
- Public Works Director

SECTION 3

Compensation

3.1 Compensation

Effective July 1, 2021, the base wages for represented classifications shall be increased by a cost-of-living adjustment of two percent (2.0%).

Effective July 1, 2022, the base wages for represented classifications shall be increased by a cost-of-living adjustment of two-and-a-half percent (2.5%). However, should the City's actual gross Transient Occupancy Tax (TOT) revenue for the first three quarters of Fiscal Year 21-22 equal or exceed ninety percent (90%) of the FY 18-19 TOT revenue, as determined by the City's third-party administrator, then the base wages for represented classifications will be increased by a cost-of-living adjustment of three percent (3.0%), instead of the aforementioned two-and-one-half percent (2.5%).

Effective July 1, 2023, the base wages for represented classifications shall be increased by a cost-of-living adjustment of two-and-a-half percent (2.5%). However, should the City's actual gross Transient Occupancy Tax (TOT) revenue for the first three quarters of Fiscal Year 22-23 equal or exceed ninety percent (90%) of the FY 21-22 TOT revenue, as determined by the City's third-party administrator, then the base wages for represented classifications will be increased by a cost-of-living adjustment of three percent (3.0%), instead of the aforementioned two-and-one-half percent (2.5%).

Effective July 1, 2024, the base wages for represented classifications shall be increased by a cost-of-living adjustment of two-and-a-half percent (2.5%). However, should the City's actual gross Transient Occupancy Tax (TOT) revenue for the first three quarters of Fiscal Year 23-24 equal or exceed ninety percent (90%) of the FY 22-23 TOT revenue, as determined by the City's third-party administrator, then the base wages for represented classifications will be increased by a cost-of-living adjustment of three percent (3.0%), instead of the aforementioned two-and-a-half percent (2.5%).

Effective July 1, 2025, the base wages for represented classifications shall be increased by a cost-of-living adjustment of two-and-a-half percent (2.5%). However, should the City's actual gross Transient Occupancy Tax (TOT) revenue for the first three quarters of Fiscal Year 24-25 equal or exceed ninety percent (90%) of the FY 23-24 TOT revenue, as determined by the City's third-party administrator, then the base wages for represented classifications will be increased by a cost-of-living adjustment of three percent (3.0%), instead of the aforementioned two percent-and-a-half percent (2.5%).

In recognition of employees' contributions throughout the COVID-19 pandemic, the City will pay all executive team members, employed with the City on date of payment, a one-time, non-pensionable lump sum payment of \$1,000 no later than September 5, 2021. The lump sum amount will be included in regular payroll and is subject to all applicable payroll tax and withholding.

~~Effective July 1, 2018, the base wages for unrepresented executive classifications covered by this plan shall be increased by a salary adjustment of four percent (4%).~~

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~~Effective July 1, 2019, the base wages for unrepresented executive classifications covered by this plan shall be increased by a salary adjustment of two and one half percent (2.5%).~~

~~Effective July 1, 2020, the base wages for unrepresented executive classifications covered by this plan shall be increased by a salary adjustment of two and one half percent (2.5%).~~

The salary rates for all classifications are listed on Appendix A, attached hereto.

The City will impose a “me too”, if any other bargaining unit extends a contract with a cost of living increase and cafeteria plan increase higher than what is being established in this three (3) year compensation and benefits plan. The City Manager may propose to the City Council an equal to or greater increase, but the contract term should also remain equal to the comparable bargaining unit.

3.2 Salary at Initial Appointment

Salary at initial appointment is at the discretion of the City Manager and shall be based upon the qualifications of the candidate.

Other benefits and adjustments to this compensation and benefits plan may be implemented in a side letter agreement at the time of employment or possibly during other terms of employment and/or termination.

3.3 Salary Advancement Within Range

Salary advancement within a range shall be based on merit and performance as determined by the City Manager. Salary advancement within an established range is typically considered at one-year intervals and/or at the time of a range adjustment. The date of salary review and increase may be advanced or delayed as determined by the City Manager. The decision shall be final without right to appeal.

3.4 Acting Pay

Upon approval of the City Manager, an employee may be assigned acting duties of a position having a higher salary range. The employee must be assigned in writing to perform the full scope of duties as specified in the job description of the higher-level position for at least eleven (11) consecutive business days and will be paid up to ten percent (10%) more than his/her current salary for the entire period of the acting assignment.

SECTION 4

SUPPLEMENTAL BENEFIT

4.1 Vacation and Administrative Leave Payoff

When an employee is separated from service, he/she shall be entitled to a lump sum payment for any unused vacation and administrative leave at the time of separation.

In addition to the payment available upon separation, with the approval of the City Manager, employees may receive an annual payment in exchange for earned vacation or administrative leave up to one hundred four (104) hours in any given calendar year payable during the month of November. At the time of the request for the exchange, the employee must retain a minimum of sixty (60) total hours of vacation and/or administrative leave on their leave banks.

4.2 Sick Leave Payoff

Upon separation from the City, employees with a minimum of five (5) years of service, but less than ten (10) years of service, shall receive reimbursement for twenty-five percent (25%) of their accrued sick leave with a cap of Twenty Five Hundred Dollars (\$2,500.00). Employees with a minimum of ten (10) years of service, but less than twenty (20) years of service, shall receive reimbursement equal to twenty-five percent (25%) of accrued sick leave with no cap. Employees with a minimum of twenty (20) years of service shall receive reimbursement equal to forty percent (40%) of accrued sick leave with no cap.

4.3 Reimbursement for Use of Technology

If an employee is required by his or her supervisor to use his or her personal cell phone, tablet, computer or other technology in the course of City business, the City will provide a technology stipend of Seventy Five Dollars (~~\$75~~100) per month.

SECTION 5

AUTO ALLOWANCE

5.1 Auto Allowance

Unrepresented executive classifications are eligible to receive a monthly auto allowance of Two Hundred and Fifty Dollars (\$250) per month.

SECTION 6

EDUCATIONAL TRAINING INCENTIVE PROGRAM

6.1 Educational Reimbursement

The City shall reimburse employees for job-related educational classes, certifications, professional memberships, conferences, workshops, or seminars, conditioned upon prior approval of the City Manager or their designee in the amounts set forth below. Eligible classes, certifications, professional memberships, workshops, conferences, and seminars must:

- Relate to and be beneficial for the work of the employee's current City position or occupation; or
- Satisfy a continuing education requirement of the employee's current City position; or
- Prepare the employee for advancement/promotion to positions of greater responsibility within the City.

Under this section, employees may also request reimbursement of payments made towards student loans.

Employees who have completed less than two (2) years of service with the City may be reimbursed up to a maximum amount of One Thousand Five Hundred Dollars (\$1,500) per calendar year, per employee.

Employees who have completed two or more years of service with the City may be reimbursed up to an additional One Thousand Five Hundred Dollars (\$1,500), for a total maximum reimbursement of Three Thousand Dollars (\$3,000) per calendar year, per employee. This additional \$1,500 may only be applied towards reimbursement for job-related degrees from accredited educational institutions or repayment of student loans.

The City does not make any representations as to the tax treatment of this benefit.

SECTION 7
HEALTH AND WELFARE

7.1 Medical, Dental and Vision Insurance

A. Eligibility

All regular employees of the City eligible for PERS medical membership shall be eligible to enroll in the health and welfare benefits provided by this Section and currently authorized for this bargaining unit. Eligible dependents of a regular employee eligible for PERS medical membership shall be permitted to participate in any health and welfare benefit provided in this Section to the extent authorized by the benefit plan.

Effective January 1, 2014, the City will offer minimum essential coverage as required by the Patient Protection and Affordable Care Act. However, in no event shall the employee's contribution towards individual medical coverage exceed 9.5% of his or her gross taxable wages as reported on his or her W-2.

B. Medical Insurance Benefits

The City will contract with the California Public Employees Retirement System (CalPERS) for the purpose of providing employees and their eligible dependents with medical insurance benefits.

The City will pay the minimum employer contribution required under Public Employees Medical and Hospital Care Act (PEMHCA) for each eligible active employee towards the purchase of medical insurance.

C. Cafeteria Plan

The City will maintain a Cafeteria Plan, pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing employees with access to various health and welfare benefits. Benefits available through the Cafeteria Plan include medical insurance, dental insurance, and vision insurance.

The City will provide a Cafeteria Plan Allowance to all employees eligible to participate in City-sponsored health and welfare benefits.

The City shall contribute up to a maximum of One Thousand ~~Eight-Nine~~ Hundred Dollars (\$1, ~~800~~900) per month for regular full-time employees. The City's contribution for part-time employees shall be pro-rated based on their FTE.

In addition, the City agrees to provide dental and vision insurance up to the family level coverage for regular full-time employees. The City's contribution for part-time employees shall be pro-rated based on their FTE.

Any and all additional sums, over and above the amounts stated above that are required to purchase the employee selected Health and Welfare benefit, shall be paid by the employee through payroll deduction. Cafeteria Plan Allowance in excess of actual premiums is to be paid to the employee. A City payroll deduction authorization form shall be completed.

For particulars of coverage, see appropriate pamphlets and contracts.

D. Flexible Spending Accounts

As soon as administratively possible following adoption of this benefit plan by the City Council, the City will offer a flexible spending account (FSA) program available to employees. Employees may elect to contribute pre-tax dollars towards their FSAs for approved uses under such plan(s). FSA contributions shall not exceed IRS allowable limits.

7.2 Life Insurance and AD & D Insurance

The City shall provide Life Insurance and Accidental Death and Dismemberment coverage for employees in the amount equal to one (1) times their individual annual base salary.

7.3 Disability Coverage

The City shall provide long-term disability coverage of sixty seven percent (67%) of monthly earnings to a maximum monthly benefit of Six Thousand Dollars (\$6,000) after a sixty (60) day elimination period.

7.4 Deferred Compensation

Employees may participate in the City's voluntary deferred compensation program (457 Plan). For employees who have completed one year of service with the City, the City will match fifty cents (\$0.50) for every dollar that the employee contributes towards their 457 Plan account, up to an employee contribution of ~~four-six~~ percent (46.0%) of the employee's salary. For example, if an employee contributes 46.0% or more of their salary towards their 457 Plan account, they will receive a 23.0% match from the City. For employee contributions, the City will make payroll deductions and transmit funds to the administrator. The City makes no representation on the merit of the plan or any of the investment products or instruments, which may be offered by the plan. The individual participant is responsible for evaluating

the investment options within the plan. The City currently contracts with the ICMA-RC and CalPERS to provide a 457 program.

7.5 Retirement

The City will provide the following benefits to employees who do not meet the definition of “new member” as set forth in Government Code Section 7522.02(f):

- a. Employer Paid Member Contribution (EPMC) – Effective July 1, 2013, employees will be required to pay seven percent (7%) of the member contribution;
- b. 2% @ 55 Retirement option;
- c. One-Year final compensation;
- d. Unused Sick Leave Conversion for Retirement Service Credit – Retiring employees, defined as employees who request retirement payments from PERS within 120 days from separation from service, may convert unused sick leave to service credits to the maximum allowed by CalPERS. This provision to convert sick leave to service credits is at the option of the employee and, if so selected, is in-lieu of any other options available to convert sick leave to cash upon separation that the Compensation and benefits plan may provide;
- e. Employer Paid Member Contribution (EMPC) converted to payrate during the final compensation period.

Retirement benefits of employees who on or after January 1, 2013 became members of CalPERS or a retirement system that has reciprocity with CalPERS shall conform to the requirements of the California Public Employees’ Pension Reform Act of 2013, Gov. Code § 7522 et seq., as may be amended.

The City will provide the following retirement benefits to all employees:

- a. 1959 Survivor Benefit – 3rd Level.
- b. Military Service Credit (Statutes of 1976) – The employee, at the employee’s expense, may purchase Military Service Credits.
- c. Pre-retirement Option 2W Death Benefit.

SECTION 8

HOLIDAYS

8.1 Recognized Holidays

All full-time bargaining unit employees are entitled to the following holidays with pay:

- New Year's Day
- One day prior to, or following New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Cesar Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- One day prior to, or following Christmas Day
- One Floating Holiday

Part-time employees shall receive holiday pay equivalent to their regularly scheduled hours on the day on which the holiday is observed (for example, if an employee is regularly scheduled to work six (6) hours on Mondays, they would receive six (6) hours of holiday pay for any holidays that are observed on a Monday).

When any day recognized as a holiday falls on a Sunday, the holiday shall be observed on the following Monday. When any day recognized as a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday.

For Christmas and New Year's Holidays the following schedule shall be used to determine the actual days off:

<u>Actual Holiday</u>	<u>Holiday Observed</u>	<u>Day Before or After Observed</u>
Sunday	Monday	Tuesday
Monday	Monday	Tuesday
Tuesday	Tuesday	Monday
Wednesday	Wednesday	Tuesday
Thursday	Thursday	Friday
Friday	Friday	Thursday
Saturday	Friday	Thursday

SECTION 9

LEAVES

9.1 Vacation Leave

Full-time employees are entitled to paid vacation time off which shall accrue at the following rate:

0 through 4 years	8	hours per month
5 through 10 years	10	hours per month
11 through 15 years	12	hours per month
16 through 20 years	14	hours per month
21+ years	15.33	hours per month

The accrual rate for part-time employees shall be pro-rated based on their FTE.

Employees may accumulate up to, but not more than, two (2) years of vacation credit at their current accrual level. When an employee reaches the maximum accrual level he/she will no longer accrue vacation. The City Manager has the discretion to include prior years of total public service when establishing vacation leave accrual for new hires.

9.2 Sick Leave

Full-time employees shall accrue eight (8) hours of sick leave with pay for each month of service. The accrual rate for part-time employees shall be pro-rated based on their FTE.

Sick leave may be applied to:

- a. Absence necessitated by an employee's personal illness.
- b. Medical and dental appointments.

All conditions and restrictions that govern employee use of sick leave shall also apply to the use by an employee to attend to an illness of his/her child, mother, father, mother-in-law, father-in-law, spouse, domestic partner; domestic partner's mother, father, or child; and any dependent living in the same household as the employee.

Sick Leave incentive: Two (2) days' vacation leave will be awarded contingent upon non-usage of accumulated sick leave (i.e. employee authorized one additional vacation day per six (6) months provided sick leave usage does not exceed two (2) days for that same period).

9.3 Industrial Accident Leave

An employee who has suffered an illness or injury arising out of and in the course of his/her employment, as defined by the Workers' Compensation laws of the State of California and is receiving temporary disability indemnity payments shall be entitled to industrial accident leave while so disabled without loss of compensation for a period not to exceed seventy-five (75) calendar days.

During the period the employee is paid by the City, the employee shall endorse to the City any temporary disability indemnity benefit payments received as a result of Workers' Compensation insurance coverage. The City will withhold payment of all compensation and benefits provided by this section until it is determined whether the illness or injury is accepted. If the employee's disability caused by illness or injury arising out of and in the course of the employee's employment extends beyond seventy-five (75) calendar days as described above, the employee may integrate his/her unused sick leave, vacation leave, and compensatory time accruals with the Workers' Compensation payments, provided that the sum of all Workers' Compensation Temporary Disability Indemnity benefits and paid leave do not exceed the employee's regular rate of pay for said period.

Once sick leave is exhausted, the employee may request an unpaid leave of absence. Such request must be in writing and must include a medical doctor's estimated date of return to full duty.

9.4 Bereavement Leave

The maximum period of bereavement leave with pay granted to any employee, whether full-time or part-time, for each death in his/her immediate family (immediate family includes and is limited to spouse/registered domestic partner and parents, grandparents, children, grandchildren, and siblings of the employee and/or spouse/registered domestic partner of the employee) shall be three (3) consecutive working days. Bereavement leave with pay granted to an employee for all deaths in his/her immediate family shall not exceed five (5) working days during any twelve (12) month period except by special action of the City Council for good cause shown, except that an additional day will be granted in each case where the death takes place outside the State of California.

9.5 Jury Duty

A regular employee who is summoned for attendance to any court for jury duty will promptly inform his or her supervisor and, if required to serve, may be absent from work without loss of wages or use of accrued leave while rendering such service (including travel time).

Employees shall return all jury fees to the City. Jury fees received by an employee, if any, will be remitted to the City within fifteen (15) working days after they are received, exclusive of any meal, expense, and/or travel reimbursements.

Upon being excused from the court each day, the employee must return to work if he or she has more than four (4) hours remaining before the end of his or her workday. Jury duty leave will be considered time worked for pay calculation purposes.

9.6 Court Leave

Each employee of the City who is required, under subpoena, to take time off duty with the City, to appear as a witness, by reason of their employment with the City, before any court, arbitrator, or tribunal, shall receive their regular salary during the time of their service as a witness under subpoena, less any and all witness fees which the employee may receive. Compensation will not be paid if the employee is a party to the action and is in a position adverse to the City. Upon service of subpoena, an employee shall immediately advise their supervisor thereof, and of the time when the employee is required to appear in Court in response thereto.

9.7 Military Leave

The City shall grant military leave in accordance with the California Military and Veterans Code.

9.8 Administrative Leave

In addition to vacation leave, employees shall accrue eight (8) hours of administration leave per month. The City Manager may grant up to an additional twelve (12) hours of administrative leave per fiscal year in recognition of unanticipated efforts. The City Manager has full discretion in deciding whether to grant additional leave.

Employees may accumulate up to, but not more than, two (2) years of administrative leave credit. When an employee reaches the maximum accrual level, he/she will no longer accrue administration leave.

9.9 City Hall Closure

[2021-2022](#)

[City Hall will be closed December 27-30, 2021. Employees may use accrued vacation, administrative leave or take unpaid time off during the unpaid closure days. Employees without accrued vacation or administrative leave will take unpaid leave. Notwithstanding the foregoing, employees hired on or after October 1, 2021 may request an advance of up to](#)

three (3) days of vacation time to be used to ensure employees will be paid during the FY 2021-22 City Hall closure. Employees may be permitted or required to work during this period with the approval of the City Manager and subject to the business needs of the City.

2022-2023

City Hall will be closed December 27-30 and December 30, 2022

. Employees may use accrued vacation, administrative leave or take unpaid time off during the unpaid closure days. Employees without accrued vacation or administrative leave will take unpaid leave. Notwithstanding the foregoing, employees hired on or after October 1, 2022 may request an advance of up to three (3) days of vacation time to be used to ensure employees will be paid during the FY2023-23 City Hall closure. Employees may be permitted or required to work during this period with the approval of the City Manager and subject to the business needs of the City.

2023-2024

City Hall will be closed December 26-29, 2023. Employees may use accrued vacation, administrative leave or take unpaid time off during the unpaid closure days. Employees without accrued vacation or administrative leave will take unpaid leave. Notwithstanding the foregoing, employees hired on or after October 1, 2023 may request an advance of up to three (3) days of vacation time to be used to ensure employees will be paid during the FY2023-24 City Hall closure. Employees may be permitted or required to work during this period with the approval of the City Manager and subject to the business needs of the City.

2024-2025

City Hall will be closed December 26-27 and December 30th, 2024. Employees may use accrued vacation, administrative leave or take unpaid time off during the unpaid closure days. Employees without accrued vacation or administrative leave will take unpaid leave. Notwithstanding the foregoing, employees hired on or after October 1, 2024 may request an advance of up to three (3) days of vacation time to be used to ensure employees will be paid during the FY2024-25 City Hall closure. Employees may be permitted or required to work during this period with the approval of the City Manager and subject to the business needs of the City.

2025- 2026

City Hall will be closed December 26 and December 29-30, 2025. Employees may use accrued vacation, administrative leave or take unpaid time off during the unpaid closure days. Employees without accrued vacation or administrative leave will take unpaid leave. Notwithstanding the foregoing, employees hired on or after October 1, 2025 may request an advance of up to three (3) days of vacation time to be used to ensure employees will be paid during the FY2025-26 City Hall closure. Employees may be permitted or required to work during this period with the approval of the City Manager and subject to the

business needs of the City.
2018-2019

~~City Hall will be closed December 26-28, 2018. Employees may use accrued vacation, administrative leave or take unpaid time off during the unpaid closure days. Employees without accrued vacation or administrative~~

~~leave will take unpaid leave. Notwithstanding the foregoing, employees hired on or after October 1, 2018 may request an advance of up to three (3) days of vacation time to be used to ensure employees will be paid during the FY2018-19 City Hall closure. Employees may be permitted or required to work during this period with the approval of the City Manager and subject to the business needs of the City.~~

~~2019-2020~~

~~City Hall will be closed December 26-27 and December 30, 2019. Employees may use accrued vacation, administrative leave or take unpaid time off during the unpaid closure days. Employees without accrued vacation or administrative leave will take unpaid leave. Notwithstanding the foregoing, employees hired on or after October 1, 2019 may request an advance of up to three (3) days of vacation time to be used to ensure employees will be paid during the FY2019-20 City Hall closure. Employees may be permitted or required to work during this period with the approval of the City Manager and subject to the business needs of the City.~~

~~2020-2021~~

~~City Hall will be closed December 28-30, 2020. Employees may use accrued vacation, administrative leave or take unpaid time off during the unpaid closure days. Employees without accrued vacation or administrative leave will take unpaid leave. Notwithstanding the foregoing, employees hired on or after October 1, 2020 may request an advance of up to three (3) days of vacation time to be used to ensure employees will be paid during the FY2020-21 City Hall closure. Employees may be permitted or required to work during this period with the approval of the City Manager and subject to the business needs of the City.~~

SECTION 10

At-Will Status

10.1 At-Will Status and Severance

Unrepresented executive employees are at-will and serve at the pleasure of the City Manager. Unrepresented executive employees do not have a property interest in their position with the City and employment may be terminated at any time, with or without cause, by either the City or the employee. Notwithstanding the foregoing, an unrepresented executive employee shall not be removed from office, other than for misconduct in office, during or within a period of ninety (90) days succeeding the appointment of a new City Manager. The purpose of this provision is to

allow any new City Manager to observe the actions and ability of the unrepresented executive employees in the performance of the powers and duties of their office. This grace period does not alter the at-will status of unrepresented executive employees.

Should the City Manager choose to terminate any unrepresented executive employee, the following severance provisions apply and will be made available to the employee if the separated employee signs and agrees to be bound by a written general release agreeing not to sue and waiving claims and recovery against the City and all City representatives and agents.

Starting on the one-year anniversary of the date of hire, unrepresented executive employees released without cause shall be eligible for a general release with a severance payment equal to four (4) week's salary at the base pay rate upon separation.

EXHIBIT A
SALARY SCHEDULE

Effective July 1, 2018 through June 30, 2019

Position	Class	Change	Steps				
			A	B	C	D	E
Monthly Salary Ranges (e)							
Public Works Director	10-520	4%	14,662	15,395	16,164	16,972	17,820
Community Development Director	10-505	4%	13,495	14,169	14,877	15,620	16,401
Deputy City Manager	10-500	4%	13,470	14,143	14,850	15,592	16,371
Finance Director	10-490	4%	13,370	14,038	14,739	15,475	16,248
Administrative Services Director	10-530	4%	12,296	12,910	13,555	14,232	14,943
Assistant City Manager*	10-515	4%	12,154	12,761	13,399	14,068	14,771
Contract Services Manager*	10-430	4%	9,506	9,981	10,480	11,003	11,553
Assistant to the City Manager*	10-420	4%	8,569	8,997	9,446	9,918	10,413
City Clerk	10-410	4%	8,157	8,564	8,992	9,441	9,913

Effective July 1, 2019 through June 30, 2020

Position	Class	Change	Steps				
			A	B	C	D	E
			Monthly Salary Ranges (e)				
Public Works Director	10-520	2.5%	15,029	15,780	16,569	17,397	18,266
Community Development Director	10-505	2.5%	13,833	14,524	15,250	16,012	16,812
Deputy City Manager	10-500	2.5%	13,807	14,497	15,221	15,982	16,781
Finance Director	10-490	2.5%	13,703	14,388	15,107	15,862	16,655
Administrative Services Director	10-530	2.5%	12,603	13,233	13,894	14,588	15,317
Assistant City Manager*	10-515	2.5%	12,458	13,080	13,734	14,420	15,141
Contract Services Manager*	10-430	2.5%	9,744	10,231	10,742	11,279	11,842
Assistant to the City Manager*	10-420	2.5%	8,782	9,221	9,682	10,166	10,674
City Clerk	10-410	2.5%	8,362	8,780	9,218	9,678	10,161

Effective July 1, 2020 through June 30, 2021

Position	Class	Change	Steps				
			A	B	C	D	E
			Monthly Salary Ranges (e)				
Public Works Director	10-520	2.5%	15,405	16,175	16,983	17,832	18,723
Community Development Director	10-505	2.5%	14,180	14,888	15,632	16,413	17,233
Deputy City Manager	10-500	2.5%	14,153	14,860	15,602	16,382	17,201
Finance Director	10-490	2.5%	14,047	14,749	15,486	16,260	17,072
Administrative Services Director	10-530	2.5%	12,918	13,563	14,241	14,953	15,700
Assistant City Manager*	10-515	2.5%	12,770	13,408	14,078	14,781	15,520
Contract Services Manager*	10-430	2.5%	9,988	10,487	11,011	11,561	12,139
Assistant to the City Manager*	10-420	2.5%	9,002	9,452	9,924	10,420	10,941
City Clerk	10-410	2.5%	8,571	8,999	9,448	9,920	10,416

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **August 17, 2021**

TO: Honorable Mayor and City Council

VIA: Bob Nisbet, City Manager

FROM: John Doughty, Public Works Director
Maziar Bozorginia, City Engineer
Jonathan Woo, Assistant Engineer

TITLE: CONSTRUCTION CONTRACT AWARD FOR THE POPLAR PEDESTRIAN PATHWAY PROJECT (CIP PROJECT NO. 1003)

RECOMMENDATION:

Adopt a resolution authorizing the City Manager to:

- 1) Authorize the Administrative Services Director to amend the expenditure budget in the amount of \$106,200 in the Fiscal Year 2021/22 Budget for Poplar Pedestrian Pathway Project (CIP Project No. 1003); and,
- 2) Award and execute a construction contract to the lowest responsive and responsible bidder, Half Moon Bay Paving and Grading, Inc., of Half Moon Bay, California, in the total bid amount of \$161,827.31 and approve an additional contingency amount not exceeding 10 percent of the contract award amount for potential change orders.

FISCAL IMPACT:

The FY 2021-22 Capital budget initially allocated \$141,000 in the CIP Budget for remaining design, environmental and permitting, with \$105,000 allocated for construction. With an additional allocation of \$106,200, the City will have sufficient funds for this contract award, potential contract changes, construction inspection and testing services, as well as biological, archaeological, and Native American monitoring services. This planned FY 21-22 CIP Project is titled "Poplar Beach Access Parallel Path" under the City's Trail Improvement Projects. If approved this would be funded by the park/facilities development fund.

Anticipated Project Expenditures:

The following are the estimated project construction expenditures:

Construction	\$162,000
Construction Inspection and Testing	\$10,000
Biological and Archaeological Monitoring Services	\$15,000

Native American Monitoring	\$8,000
Construction Contingencies (10%)	\$16,200
Total	\$211,200

STRATEGIC ELEMENT:

This action supports the Infrastructure and Environment, Healthy Communities and Public Safety Element of the Strategic Plan.

BACKGROUND:

The Poplar Pedestrian Pathway runs parallel to Poplar Street west of Highway 1, from Railroad Avenue to the California Coastal Trail. The pathway provides a bicycle and pedestrian connection between the Arleta Park neighborhood and the shoreline. This area is heavily used by pedestrians, bicyclists, and beachgoers with accessibility to the Coastal Trail, Poplar Beach and the Pacific Ocean. Due to heavy usage, expansive soils and time, the Poplar Pedestrian Pathway has reached the end of its service life.

The scope of work for this project consists of the removal, widening and replacement of the existing path. The section from Railroad Avenue to the existing footbridge will be widened from approximately 8 feet to 10 feet wide. The section west of the footbridge will remain the same width. Full depth reclamation/rehabilitation will occur to stabilize the soil underneath the pathway to strengthen the base of the pathway. A two-inch-thick layer of asphalt concrete will be laid over the reclaimed soil.

Additional project improvements will include a new concrete ADA compliant ramp, as well as traffic calming measures. The new ADA compliant curb ramp will be located on the eastern portion of the pathway at Railroad Avenue allowing disabled residents/guest to enter the pathway with ease. The traffic calming measures include installing multiple speed tables with required regulation signage and pavement marking along Poplar Street between Railroad Avenue and the Poplar Beach Parking Lot.

The construction work will be performed during the day, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m. The work is required to be completed in 40 business days (Monday through Friday) tentatively starting in the beginning of September. City staff and the Contractor will be posting public notices in advance of construction. Automobile and pedestrian access to Poplar Beach and Coastal Trail will be maintained throughout the course of construction.

An Initial Study/Mitigated Negative Declaration was submitted to CEQA on June 11th and has completed the review period of 30 days. No comments have been received. The project was then presented to the Planning Commission on July 14th, and Notice of Determination for the Mitigated Negative Declaration was filed with the County on July 16th.

BID SUMMARY:

The City received seven (7) bids before the scheduled bid opening time and date of 2:00 PM on August 4, 2021; however, after further review one bid was considered non-responsive and was removed from consideration. The bids and engineer’s estimate are summarized as follows:

Bidder	Total
Engineer’s Estimate	\$163,877.00
Half Moon Bay Paving and Grading, Inc.	\$161,827.31
Andreini Brothers, Inc.	\$186,990.00
Granite Rock Company	\$198,671.00
Galeb Paving, Inc.	\$202,036.00
O’Grady Paving, Inc.	\$211,223.00
Redgwick Construction Co.	\$232,920.00

DISCUSSION:

Half Moon Bay Paving and Grading’s bid is approximately 1.25% below the Engineer’s Cost Estimate. Additional services, such as, material testing and inspection services, biological monitoring, archaeological monitoring, Native American monitoring, and construction contingencies will also be needed for construction. Due to the additional services and design changes due to existing conditions, an additional \$106,200 is being requested as part of tonight’s actions.

Half Moon Bay Paving and Grading, Inc. Is a local contractor who has an extensive resume of work including street and sidewalk reconstruction throughout the City of Half Moon Bay as well as other municipalities in the Bay Area. City Staff has reviewed the bid and determine that the bid is acceptable and free from significant material discrepancies.

Half Moon Bay Grading and Paving, Inc. was deemed the lowest responsible and responsive bidder. Staff recommends City Council to authorize the City Manager to award and execute the construction contract with Half Moon Bay Paving and Grading, Inc., and approve the additional funding amount of \$106,200 for a total construction budget of \$211,200 for the Poplar Pathway Project – CIP No. 1003.

ATTACHMENT:

Resolution

Resolution No. C-2021- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY TO AUTHORIZE THE CITY MANAGER TO AWARD AND EXECUTE A CONSTRUCTION CONTRACT WITH HALF MOON BAY PAVING AND GRADING, OF HALF MOON BAY, CALIFORNIA, IN THE AMOUNT OF \$161,827.31, AND AUTHORIZING THE ADMINISTRATIVE SERVICES DIRECTOR TO AMEND THE EXPENDITURE BUDGET IN THE AMOUNT OF \$106,200 IN FISCAL YEAR 2021-22 BUDGET FOR THE POPLAR PEDESTRIAN PATHWAY PROJECT (CIP PROJECT NO. 1003)

WHEREAS, on July 13, 2021, the Planning Commission adopted the Mitigated Negative Declaration and approved the Coastal Development Permit for the project; and

WHEREAS, the City advertised and opened six (6) responsive bids received at the scheduled time, date and place as set forth in the Public Contract Code for the Poplar Pedestrian Pathway Project; and

WHEREAS, the lowest responsive and responsible bid was submitted by Half Moon Bay Paving and Grading, Inc., of Half Moon Bay, California in the total amount of \$161,827.31; and

WHEREAS, with the amendment to the expenditure budget capital funds in the amount of \$106,200, sufficient funds will be available to award this contract and complete the project.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Half Moon Bay hereby accepts six (6) responsive bids and authorizes the City Manager to award and execute a contract to the lowest responsive and responsible bidder, Half Moon Bay Paving and Grading, of Half Moon Bay, California, in the total amount of \$161,827.31, authorizing the Administrative Services Director to amend the expenditure budget in the amount of \$106,200 in Fiscal Year 2021/22 Budget for the Poplar Pedestrian Pathway Project.

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 17th day of August 2021 by the City Council of Half Moon Bay by the following vote:

AYES, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ATTEST:

APPROVED:

Jessica Blair, City Clerk

Robert Brownstone, Mayor

POPLAR PEDESTRIAN PATHWAY PROJECT - BID SUMMARY - AUGUST 4, 2021 AT 2:00 PM

ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	ENGINEERS ESTIMATE		HALF MOON BAY PAVING AND GRADING, INC.		ANDREINI BROTHERS INC.		GRANITE ROCK COMPANY		GALEB PAVING INC.		O'GRADY PAVING, INC.		REDGWICK CONSTRUCTION CO.		INNOVATE CONCRETE, INC.	
				UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL
1	Mobilization	LS	1	\$ 11,000.00	\$ 11,000.00	\$ 12,500.00	\$ 12,500.00	\$ 8,400.00	\$ 8,400.00	\$ 18,000.00	\$ 18,000.00	\$ 14,000.00	\$ 14,000.00	\$ 20,000.00	\$ 20,000.00	\$ 19,100.00	\$ 19,100.00	\$ 7,000.00	\$ 7,000.00
2	Clearing, Grubbing and Environmental Protection	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 5,500.00	\$ 5,500.00	\$ 12,144.00	\$ 12,144.00	\$ 34,000.00	\$ 34,000.00	\$ 39,046.00	\$ 39,046.00	\$ 30,000.00	\$ 30,000.00	\$ 44,950.00	\$ 44,950.00	\$ 3,977.00	\$ 3,977.00
3	Stormwater Pollution Prevention	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 4,500.00	\$ 4,500.00	\$ 4,750.00	\$ 4,750.00	\$ 1,000.00	\$ 1,000.00	\$ 5,820.00	\$ 5,820.00	\$ 4,000.00	\$ 4,000.00	\$ 18,500.00	\$ 18,500.00	\$ 6,819.00	\$ 6,819.00
4	Traffic Regulation and Construction Area Signs	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 3,600.00	\$ 3,600.00	\$ 12,260.00	\$ 12,260.00	\$ 18,000.00	\$ 18,000.00	\$ 9,960.00	\$ 9,960.00	\$ 20,000.00	\$ 20,000.00	\$ 28,500.00	\$ 28,500.00	\$ 6,572.00	\$ 6,572.00
5	Portable Changeable Message Signs	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 1,100.00	\$ 2,200.00	\$ 3,750.00	\$ 7,500.00	\$ 2,000.00	\$ 4,000.00	\$ 1,200.00	\$ 2,400.00	\$ 2,500.00	\$ 5,000.00	\$ 500.00	\$ 1,000.00	\$ 2,784.00	\$ 5,568.00
6	Detectable Warning Surface Set in Concrete	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 3,600.00	\$ 3,600.00	\$ 4,450.00	\$ 4,450.00	\$ 1,500.00	\$ 1,500.00	\$ 4,010.00	\$ 4,010.00	\$ 7,150.00	\$ 7,150.00	\$ 3,500.00	\$ 3,500.00	\$ 3,613.00	\$ 3,613.00
7	Remove and Replace Wooden Sign Post	EA	1	\$ 750.00	\$ 750.00	\$ 375.00	\$ 375.00	\$ 450.00	\$ 450.00	\$ 350.00	\$ 350.00	\$ 275.00	\$ 275.00	\$ 600.00	\$ 600.00	\$ 400.00	\$ 400.00	\$ 1,250.00	\$ 1,250.00
8	Remove and Replace Removable Bollard	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 1,150.00	\$ 2,300.00	\$ 1,750.00	\$ 3,500.00	\$ 2,000.00	\$ 4,000.00	\$ 900.00	\$ 1,800.00	\$ 2,000.00	\$ 4,000.00	\$ 1,200.00	\$ 2,400.00	\$ 1,228.00	\$ 2,456.00
9	Remove Surfacing and Base (4")	CY	143	\$ 150.00	\$ 21,450.00	\$ 87.60	\$ 12,526.80	\$ 40.00	\$ 5,720.00	\$ 50.00	\$ 7,150.00	\$ 179.00	\$ 25,597.00	\$ 155.00	\$ 22,165.00	\$ 85.00	\$ 12,155.00	\$ 150.06	\$ 21,458.58
10	Full Depth Reclamation (16-inch Depth)	SY	1,283	\$ 23.00	\$ 29,509.00	\$ 28.89	\$ 37,065.87	\$ 40.00	\$ 51,320.00	\$ 32.00	\$ 41,056.00	\$ 28.00	\$ 35,924.00	\$ 24.00	\$ 30,792.00	\$ 15.00	\$ 19,245.00	\$ 3.61	\$ 4,631.63
11	Lime for Full Depth Reclamation (6%)	TON	56	\$ 275.00	\$ 15,400.00	\$ 290.00	\$ 16,240.00	\$ 340.00	\$ 19,040.00	\$ 220.00	\$ 12,320.00	\$ 220.00	\$ 12,320.00	\$ 250.00	\$ 14,000.00	\$ 220.00	\$ 12,320.00	\$ 935.00	\$ 52,360.00
12	Hot Mix Asphalt Overlay (2 Inches)	TON	159	\$ 200.00	\$ 31,800.00	\$ 195.00	\$ 31,005.00	\$ 202.00	\$ 32,118.00	\$ 175.00	\$ 27,825.00	\$ 197.00	\$ 31,323.00	\$ 191.00	\$ 30,369.00	\$ 280.00	\$ 44,520.00	\$ 1,807.00	\$ 287,313.00
13	HMA Speed Bump	SF	720	\$ 30.00	\$ 21,600.00	\$ 19.70	\$ 14,184.00	\$ 17.00	\$ 12,240.00	\$ 15.00	\$ 10,800.00	\$ 11.70	\$ 8,424.00	\$ 12.00	\$ 8,640.00	\$ 14.00	\$ 10,080.00	\$ 1.22	\$ 878.40
14	Pathway Shoulder Regrading	SY	90	\$ 20.00	\$ 1,800.00	\$ 57.80	\$ 5,202.00	\$ 60.00	\$ 5,400.00	\$ 120.00	\$ 10,800.00	\$ 36.30	\$ 3,267.00	\$ 65.00	\$ 5,850.00	\$ 50.00	\$ 4,500.00	\$ 64.97	\$ 5,847.30
15	Furnish and Install Metal Sign Post	EA	3	\$ 400.00	\$ 1,200.00	\$ 350.00	\$ 1,050.00	\$ 266.00	\$ 798.00	\$ 250.00	\$ 750.00	\$ 250.00	\$ 750.00	\$ 275.00	\$ 825.00	\$ 250.00	\$ 750.00	\$ 1,484.00	\$ 4,452.00
16	Furnish and Install Wooden Sign Post (2"x2")	EA	3	\$ 300.00	\$ 900.00	\$ 200.00	\$ 600.00	\$ 350.00	\$ 1,050.00	\$ 250.00	\$ 750.00	\$ 250.00	\$ 750.00	\$ 275.00	\$ 825.00	\$ 250.00	\$ 750.00	\$ 1,231.00	\$ 3,693.00
17	Furnish and Install Speed Bump Sign (R2-1)	EA	6	\$ 175.00	\$ 1,050.00	\$ 190.00	\$ 1,140.00	\$ 160.00	\$ 960.00	\$ 150.00	\$ 900.00	\$ 150.00	\$ 900.00	\$ 165.00	\$ 990.00	\$ 150.00	\$ 900.00	\$ 946.00	\$ 5,676.00
18	Furnish and Install Speed Bump Sign (W13-1P *15 MPH*)	EA	6	\$ 175.00	\$ 1,050.00	\$ 190.00	\$ 1,140.00	\$ 160.00	\$ 960.00	\$ 120.00	\$ 720.00	\$ 120.00	\$ 720.00	\$ 132.00	\$ 792.00	\$ 120.00	\$ 720.00	\$ 858.00	\$ 5,148.00
19	Thermoplastic Limit Line	LF	10	\$ 4.00	\$ 40.00	\$ 16.00	\$ 160.00	\$ 25.00	\$ 250.00	\$ 15.00	\$ 150.00	\$ 15.00	\$ 150.00	\$ 16.50	\$ 165.00	\$ 35.00	\$ 350.00	\$ 579.00	\$ 5,790.00
20	Thermoplastic Pavement Markings (White)	SF	184	\$ 4.50	\$ 828.00	\$ 37.71	\$ 6,938.64	\$ 20.00	\$ 3,680.00	\$ 25.00	\$ 4,600.00	\$ 25.00	\$ 4,600.00	\$ 27.50	\$ 5,060.00	\$ 45.00	\$ 8,280.00	\$ 31.50	\$ 5,796.00
Base Bid Subtotal				\$ 163,877.00		\$ 161,827.31		\$ 186,990.00		\$ 198,671.00		\$ 202,036.00		\$ 211,223.00		\$ 232,920.00		\$ 440,298.91	
15% Contingency				\$ 24,582.00															
Base Bid Grand Total				\$ 188,459.00															

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **August 17, 2021**

TO: Honorable Mayor and City Council

VIA: Bob Nisbet, City Manager

FROM: Lisa Lopez, Administrative Services Director
Kenneth Stiles, Senior Accountant

TITLE: RENEWAL OF TURBO DATA CONTRACT

RECOMMENDATION:

Adopt a resolution authorizing the City Manager to execute a five-year contract agreement with Turbo Data Systems for fiscal years 2022 through 2026.

FISCAL IMPACT:

The City's anticipated annual cost of citation processing services is \$10,000. The total cost of the entire contract is estimated to be \$50,000. Since pricing is based by the number of citations, final cost will differ. The annual cost has already been included for in the FY2021-22 Operating Budget.

STRATEGIC ELEMENT:

This recommendation supports the Infrastructure and Environment and Fiscal Sustainability Elements of the Strategic Plan.

BACKGROUND:

In the late 1990s, with parking citation enforcement being common amongst municipalities, it was determined that the most efficient option was to issue a combined request for proposal (RFP) with the successful vendor entering in individual contracts with each agency. By combining the volume and leveraging economies of scale, multiple municipalities would receive the best processing rates.

In 2014, the County of San Mateo was selected to be the Lead Agency for the RFP process where Turbo Data Systems was selected as the vendor. Shortly following the City entered in an individual agreement with Turbo Data Systems mirroring the County's. Both agreements expired June 30, 2020.

The County of San Mateo served again as the Lead Agency in the RFP process that resulted in the successful proposer, Turbo Data, being recommended to the other 29 Agencies as the

vendor of choice. Agencies may, but are not obligated to, enter into individual Agreements for services as a result of the RFP process. However, for the past RFP processes, the 30 Agencies have all entered into agreements with the recommended vendor.

DISCUSSION:

The agreement is for citation process services with a term length of July 1, 2021 through June 30, 2026. Fees are based on a price per citation, with most fees remaining the same.

	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21
Citations Issued	1,790	1,146	3,664	3,070	2,029	1,421
Citation Revenue	93,386	61,994	188,111	150,644	102,014	58,232
Fees	(4,265)	(5,580)	(10,618)	(9,835)	(12,061)	(7,834)
Net	97,651	67,574	198,729	160,479	114,075	66,066

Under the last agreement, the City has paid a total of \$50,192 for the past six years, averaging \$8,400 per year. Staff anticipates the annual costs will remain under \$10 thousand, though it may change if citations issued increase.

Considering the benefits of a combined RFP process and a relatively low anticipated annual cost, Staff is recommending an individual contract with Turbo Data Systems for citation processing services that mirrors the County’s agreement. This new agreement would expired in June 30, 2026.

ATTACHMENT:

Resolution for Turbo Data Systems

RESOLUTION No. C-2021-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY AUTHORIZING AN AGREEMENT WITH TURBO DATA SYSTEMS, INC. FOR CITY PARKING CITATION PROCESSING AND ADJUCATION SERVICES, FOR A FIVE (5) YEAR TERM EXPIRING JUNE 30, 2026

WHEREAS, a Countywide committee of involved local agencies issued a Request for Proposals for parking citation processing services; and

WHEREAS, several vendors expressed interest and ultimately three vendors responded; and

WHEREAS, a sub-committee of representative local agencies thoroughly reviewed the three proposals received and determined that Turbo Data Systems, Inc.'s proposal would best serve the City's needs; and

WHEREAS, both parties now wish to enter into an Agreement, whereby Turbo Data Systems, Inc. will provide parking citation processing and adjudication services, for a five-year period commencing July 1, 2021 until June 30, 2026; and

WHEREAS, this Council has agreed to authorize an Agreement with Turbo Data Systems, Inc.;

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Half Moon Bay hereby authorizes the City Manager to execute the Agreement with Turbo Data Systems, Inc. for parking citation processing and adjudication services.

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 17th day of August, 2021 by the City Council of Half Moon Bay by the following vote:

- AYES, Councilmembers:
- NOES, Councilmembers:
- ABSENT, Councilmembers:
- ABSTAIN, Councilmembers:

ATTEST:

APPROVED:

Jessica Blair, City Clerk

Robert Brownstone, Mayor

**AGREEMENT BETWEEN CITY OF HALF MOON BAY
AND TURBO DATA SYSTEMS, INC.**

This Agreement is entered into this _____ day of _____, 2021, by and between the City of Half Moon Bay, hereinafter called “City” or “Customer,” and Turbo Data Systems, Inc., hereinafter called “Contractor.”

* * *

Whereas, Customer may contract with independent contractors for the furnishing of specialized services to or for Customer; and

Whereas, Contractor has been selected to provide parking citation processing, adjudication services, traffic citation processing and issuance equipment for jurisdictions within and including San Mateo County, thereby providing coordinated services at lower cost than would be available through separately-negotiated agreements; and

Whereas, the Customer does not have existing resources to provide parking citation processing and adjudication through its own personnel and it is therefore necessary and desirable that Contractor be retained for the purpose of parking citation processing and adjudication services.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for Customer in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, Customer shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. Customer reserves the right to withhold payment if Customer determines that the quantity or quality of the work performed is unacceptable. In the event that the Customer makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the Customer at the time of contract termination or expiration.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **July 1, 2021** through **June 30, 2026**.

5. Termination; Availability of Funds

This Agreement may be terminated by Contractor or by the Customer, acting through its City Manager, Police Chief, or the Police Chief's designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

Customer may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or City funds by providing written notice to Contractor as soon as is reasonably possible after Customer learns of said unavailability of funding.

Customer may terminate this Agreement for cause. In order to terminate for cause, Customer must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, Customer may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that Customer provides notice of an alleged breach pursuant to this section, Customer may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. Customer has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and Customer shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of Customer and shall be promptly delivered to Customer. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of Customer and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of Customer employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless Customer and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property arising out of the acts or omissions or property damage by the contractor, its agents, employees, or subcontractors;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of Customer and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which Customer has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless Customer from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) Customer notifies Contractor promptly in writing of any notice of any such third-party claim; (b) Customer cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without Customer's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on Customer, impair any right of Customer, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of Customer without Customer's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes Customer's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for Customer the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to Customer under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for Customer (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by Customer in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of Customer. Any such assignment or subcontract without Customer's prior written consent shall give Customer the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

11. Insurance

a. General Requirements

Contractor shall not commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by the Customer, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish Customer with certificates of insurance and endorsements evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to Customer of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

<input checked="" type="checkbox"/> Comprehensive General Liability...	\$1,000,000
<input checked="" type="checkbox"/> Motor Vehicle Liability Insurance...	\$1,000,000
<input checked="" type="checkbox"/> Professional Liability.....	\$1,000,000

Customer and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to Customer and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, including if such limits are greater than the minimums specified here and (b) if the Customer or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, Customer, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

12. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

13. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition, military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for

all employees under this Agreement. Contractor's equal employment policies shall be made available to Customer upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with San Mateo County's Equal Benefits Ordinance

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.
- Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- Contractor does not comply with Chapter 2.84, and a waiver must be sought.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other

investigative entity. If this box is checked, Contractor shall provide Customer with a written explanation of the outcome(s) or remedy for the discrimination.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the Customer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section 12, above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the Customer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a Customer contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the Customer.

To effectuate the provisions of this Section, the Customer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and Customer.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after Customer makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by Customer, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by Customer.

(c) Contractor agrees upon reasonable notice to provide to Customer, to any Federal or State department having monitoring or review authority, to Customer's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition,

provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of Customer, to:

Name/Title: Bob Nisbet, City Manager
Address: 501 Main Street, Half Moon Bay, CA 94019
Telephone: 650.726.8280
Facsimile: 650.726.9389
Email: bnisbet@hmbcity.com

In the case of Contractor, to:

Name/Title: Roberta J. Rosen, President
Address: 18302 Irvine Blvd, Ste. 200, Tustin, CA 92780-3464
Telephone: 714-573-5757
Facsimile: 714-573-0101
Email: roberta@turbodata.com

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

FOR CUSTOMER:

CITY OF HALF MOON BAY

By: _____

Title: City Manager

Date: _____

Approved as to form: _____

By: _____

City Attorney,

ATTEST:

By: _____

City Clerk

FOR CONTRACTOR:

Turbo Data Systems, Inc.

By:

Roberta J. Rosen, President, Turbo Data Systems, Inc.

Date:

Exhibit A - Services

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

1. MOVING AND CRIMINAL CITATION PROCESSING SERVICES

A. Handheld Ticket Writer Interface - Contractor will provide automated import of electronic citations into Customer's database. Batch files will be uploaded within forty-eight (48) hours upon file transfer to the Customer's records management system and San Mateo County Superior Court – Traffic. Data will be generated and pushed or pulled depending on Customer preference and technology department accommodation. Electronic transfer is available depending on the recipient County's case management system and its ability to accept electronic files.

B. Electronic Moving and Criminal System Access – The Contractor will provide moving and criminal violation enforcement software with the Customer's records management system. This will include the following:

- 1) Cloud hosting
- 2) Electronic Court Integration/Export
- 3) TR-10/tracking
- 4) Viewing of records including photos/signatures
- 5) Daily, monthly, shift summary reporting
- 6) Citation reprint for officer or public
- 7) Ongoing support, training, and maintenance for devices.

C. System and Document Storage - Contractor will retain all digital citations on the computer system for two (2) years and then remove.

D. Online Reporting - Contractor will provide regular daily, weekly and monthly reports in a format as agreed upon. Additional reports will be provided at no additional cost for operating, production and audit functions. Reports will be made available online via a secure web page and be available for Customer access no later than the thirtieth (30th) day of the following month, except when February is the following month, in which case this information will be available by the last day of February.

E. Online Inquiry Access and Support for Customer's Staff - Contractor will provide access to the traffic and criminal citation database via a web page using a secure log-on procedure. Customer shall be provided access to their own database. A "NOTES" feature will allow authorized personnel to easily enter comments for a particular citation or license plate to be viewed by other inquiry function users. Contractor's technical staff will provide support during normal business hours. Technical support will be provided for any communication or logon problems as well as immediate technical support when problems arise in the uploading, downloading and transferring of files.

F. Contract Requirements:

1) **Privacy and Security of Customer Data** - Contractor agrees to keep all Customer data private and secure and will not share, sell, or otherwise access the Customer data for reasons other than the normal processing of moving and criminal citations or as otherwise required by law.

2) **Notice of Security Breach** – Contractor must immediately notify the Customer when it discovers that there may have been a data security incident that has or may have resulted in compromise to the Customer for purposes of this Section, "immediately" is defined as within twenty-four hours of discovery. The Contractor must immediately take such actions as may be necessary to preserve forensic evidence and eliminate the cause of any suspected breach or security vulnerability and must promptly alert the Customer of any such circumstances, including information sufficient for the Customer to assess the nature and scope of any suspected data breach. In the event of an unauthorized disclosure of Customer data, the Contractor will be liable for paying for the following costs to remediate any such unauthorized disclosure:

- The reasonable cost of providing notice of the breach to individuals affected by such breach;

- The reasonable cost of providing required notice of the breach to government agencies, credit bureaus, and/or other required entities;
- The cost of providing individuals affected by such breach with credit protection services designed to prevent fraud associated with identity theft crimes for a specific period not to exceed twelve (12) months; and any other service required by applicable law.

The Contractor must provide any information and/or support to the Customer in issuing the actual notification and at the Customer's sole discretion, the Contractor must provide actual notification if the Customer desires. This section will survive termination or expiration of this Agreement.

Confidentiality of all other data and materials - In addition to the data security and privacy requirements detailed above that apply to the Customer, any other Customer data or materials to which the Contractor has access or materials prepared by the Contractor during the course of this Agreement ("confidential information") shall be held in confidence by the Contractor, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Contractor as necessary to accomplish the rendition of services set forth in Section 1 of this Agreement.

3) **System Backups** - All systems will be backed up daily to ensure safety of data in the event of a power outage or natural disaster. All backup data should be transferred and stored off-site for disaster recovery.

4) **Vehicle Code Compliance** - Contractor will comply with all requirements of the California Vehicle Code in regard to processing of citation records sent by the issuing agency during the entire term of this Agreement, including extensions if any.

5) **Right to Audit** - If Customer requests it, an auditor shall be hired to perform a financial and/or performance audit. The Customer shall pay the cost of the audit upon the written approval of auditor's cost.

6) **Meeting Attendance** - Contractor will be available to attend Customer meetings as needed at Contractor's own expense.

7) **Transition to Next Contractor** - In the event of a future change of vendor, Contractor agrees to fully cooperate in any transition. This shall include but not be limited to provision of data in an acceptable electronic format, provision of information as requested by the Customer to facilitate a future RFP process, and assistance with any and all transition processes necessary to provide for uninterrupted services to the Customer.

G. Software Disclosure - The Contractor may subscribe to various third-party software services for the purpose of automating input of various fields of information into the citation information while writing a ticket. The third-party software services may include but are not limited to Google Maps, Google location services GPS, LPR Services, and VIN lookups. The Contractor reserves the right, should these services terminate, to disable those services in the software at any time. These services are integrated in to the ticketPRO software for convenience and do not affect the issuance of citations. Manual entry of information into the citation is never affected by these third-party software services and is always available.

H. Termination - Termination fee of \$4,000 per unit at outset, each month thereafter reduced \$75 per month per unit.

I. Training - The Contractor will provide training for software and hardware. The Contractor will provide training manuals to the Customer. Training will include step-by-step manuals on how to issue citations and access back-end ticket reporting portals. Training, equipment initialization and setup will be provided by the Contractor and is included in the lease of the ticketwriters. The Contractor will provide RemoteConnect support for devices while in the field.

J. Optional Services:

- 1) Provision of Automated Ticket Media - Contractor will provide paper ticket stock for electronic citations. See exhibits.
- 2) **Racial and Identity Profiling Act (RIPA) CA** - The Contractor is currently working on a RIPA application that would be an optional service. If the RIPA option is exercised by the Customer, it will coincide with the length of this contract.

K. Software Development

If the Customer requires any additional software development for special projects and/or programs. The Customer will work with the Contractor on a scope of work to determine the specifications and requirements and the Contractor will provide the cost estimate and timeline.

2. PARKING CITATION PROCESSING SERVICES

A. Basic Processing - Contractor will enter manual citations and citation dispositions into Customer's database within two business days. The basic service includes database maintenance, daily system backups, toll-free phone number for the public, Interactive Voice Response System (IVRS) with customized recorded information and citation lookup capability, www.pticket.com web-based Inquiry System for the public with customized content, Contractor's Customer Service Representatives (9:00a.m.- 5:00 p.m., Monday through Friday, excluding holidays) to speak with the public regarding parking citation issues, ongoing Client support, and documentation and training for use of the Contractor-provided online system. Contractor will process correction notices and notify Customer of citations unable to be entered for any reason, (such as no violation code, unreadable license, etc.).

B. Handheld Ticket Writer Interface - Contractor will provide for automated import of electronic citations into Customer's database. Batch files will be uploaded immediately upon file transfer. Contractor will maintain and update the hot sheet or scofflaw files on a daily basis for Customer. Identifying vehicles which have accumulated five (5) or more outstanding citations in the combined San Mateo County contract area to upload into their handheld ticket writers. Contractor will provide electronic reports on a monthly basis. Contractor will work with Customer to implement any changes required for handheld ticket writer equipment.

C. Customer Service and Toll-Free Telephone Number - Contractor will provide a toll-free automated telephone number for inquiries and credit card payments. The toll-free telephone service will be available a minimum of 20 hours per day, 7 days per week for the 50 United States and Canada, with the exception of backup time sometime between the hours of midnight and 4:00 a.m. A customized recorded voice response system in English and Spanish will be available to provide information for each pay or on how to pay and contest citations, registration violation information, and Customer address information. The automated telephone system will be capable of receiving a minimum of 20,000 incoming calls per month. Downtime for required maintenance will be between midnight and 4:00 a.m. The automated voice response system will be capable of providing real-time data regarding the citation issue date, amount due, delinquent date and total amount due for each license plate when multiple citations are outstanding. The system will provide information about appealed citations and the results of the appeal. Contractor Customer Service Representatives (CSRs) will be available Monday through Friday, 9:00 a.m. to 5:00 p.m., excluding Customer recognized holidays. CSRs will be available to provide instructions and information on general parking policies and procedures, and administrative adjudication procedures for the Customer. At least one CSR will be available for Spanish translation during regular business hours Monday through Friday. Calls will be answered in six rings or less. In order to assist CSRs with non-English speakers, AT&T's Language Line (or similar) will be available at all times the CSRs are available and shall be employed to accomplish translations as required. The telephone system will provide up-to-date information on the status of a citation with the option to speak with a live representative during normal business hours. CSR's will provide customer service for the public in resolving parking citation questions of a non-judicial nature and research specific citation data when necessary. CSRs will be fully trained in all informational aspects of parking citation processing and related information specific to the Customer.

D. System and Document Storage - Contractor will retain all citations paid or dismissed on the computer system for three years and then be removed. Unpaid citations will be retained on the computer system for five (5) years and then be removed. Citation documents will be stored for two (2) years from date of issue and then shredded. Payment documents will be stored for two (2) years from the date of payment and then shredded.

E. Online Reporting - Contractor will provide regular daily, weekly and monthly reports in a format as agreed upon. Additional reports will be provided at no additional cost for operating, production and audit functions. Reports will be made available online via a secure web page and be available for Customer access no later than the thirtieth (30th) day of the following month, except when February is the following month, in which case this information will be available by the last day of February.

F. DMV Interface for Registered Owner Name Retrieval - Contractor will obtain names and addresses of registered owners of cited vehicles from California DMV using online or manual access to registered owner information from California DMV when necessary. Upon return of registered owner information from DMV, Contractor will validate vehicle make. Contractor will also review DMV "No Hit" list to ensure that license plate and state have been entered correctly.

G. Notice Processing - Contractor will print the required Notice and mail to each registered owner whose name has been retrieved within 10 to 21 days after the citation has been issued. This includes second notices mailed for bounced checks, partial payments, and name or address changes. Contractor is required to send notices to lessees or renters of cited vehicles when provided with proof of a written lease or rental agreement. All postage, notice forms and envelopes will be provided by Contractor. All notices and letters will be formatted using custom #10 window envelopes with the Customer's return address. The interior #9 return envelope will be customized with the Customer's payment address. Drive Away Notices will be mailed by first class mail to registered owners of vehicles that drive away from the officer at citation issuance time as required by the California Vehicle Code. Notices are mailed no later than 15 days from the date of the original citation to the registered owner of the vehicle. Delinquent Notices generated will be mailed at least once a week by first class mail to registered owners. Returned check notices will be mailed by first class mail to individuals immediately upon notification from the Customer that a check has been returned for non-payment. These notices will state the amount of original penalty, delinquent amount, and the appropriate returned check fee. Partial Payment Notices will be sent by first class mail to those who do not pay the full penalty amount. The notice will indicate the amount that was paid and the remainder that is due. The Contractor will generate Reminder Notices for unpaid accounts at a time frame acceptable to the Customer. Contractor will communicate with violators in a timely manner by mail in response to correspondence such as incomplete registration, citation, or payment information.

H. Additional Notices - Contractor will mail Other Correspondence as required for processing. Adjudication Letters will be mailed as required. DMV Hold Letters shall be mailed to registered owners on citations remaining open 18 months after a DMV Hold is placed.

I. DMV Interface for Placing Registration Holds - Contractor will transmit a Notice of Delinquency to the California DMV for vehicles with California license plates after a Notice of Violation has been mailed to the registered owner and Contractor has not received notification that the citation has been cleared. This Notice of Delinquency will be transmitted to the California DMV within two (2) business days after the date specified by the Customer to be the DMV Date.

J. DMV Interface for Releasing Registration Holds - Contractor will transmit a Notice to the California DMV that a Notice of Delinquency has been cleared within two (2) business days after Contractor has received notification of clearance.

K. DMV Interface for Monthly Payment File - Contractor will receive payment files from DMV as available (currently monthly) and update DMV transactions into Customer's database, providing reporting for reconciliation purposes.

L. Document Exchange/Transfer - Customer will scan all manual tickets, appeals and other documents and electronically transmit to Contractor. TDS will provide an SFTP secure access for the transfer. Contractor will provide

electronic reporting using ReportNet. Reports are available at any time for multiple years and months and can be printed and/or emailed as desired.

M. Collection and Payment Processing - Contractor will provide the following collection and payment processing services for Customer:

- Provide P.O. Box where payments, administrative review correspondence, and other documents are mailed within San Mateo County
- Courier pickup from P.O. Box daily
- Open all mail enter and process payments received by mail within one (1) business day, including opening all mail received, entering suspense date, verifying payment amounts, updating computer system, and make daily bank deposits directly into a Customer assigned bank account
- Process all correspondence within two (2) business days from the date of receipt
- Sort and batch all correspondence by postmark date. Envelopes shall be kept on file with correspondence
- Track rebilling on partial payments, non-payment of approved payment plans, checks returned for insufficient funds, vehicle change of ownership, re-entered citations for payment
- File and store all source documents in an easily retrievable system
- Respond to reasonable non-judicial public inquiries by phone or mail
- Return questionable mail to Customer for decision
- Provide reporting of bank deposits made for Customer within one day following the deposit
- Provide toll-free number for citizen inquiries
- Provide reports for bank statement reconciliation
- Provide monthly Paid Citation Distribution Report for Customer to pay surcharges. Contractor will scan checks and deposit parking funds (remote deposits) into Customer's bank account. This method is safe, secure and efficient. Checks never leave our facility. Check scanning hardware and software is provided by Customer for its specific banking requirements.
- Contractor does not charge for remote deposits; however, the financial institution may charge a fee, which is the responsibility of the Customer.
- Customers not set up for bank check scanning will incur additional courier fees.

N. Out of State Citations - Contractor will process citations for non-California license plates by entering the citation information into the system database and report them along with all other citations on the database with the standard reports. If they become delinquent, requests for registered owner information will be sent to the appropriate out-of-state DMV. The Notice of Intent will be generated to the registered owner and the fine amount requested. Contractor will incur all costs for out of state name retrieval, including out-of-state DMV fees and charges. Contractor will receive payment from Customer based on the amount of revenues collected from out-of-state citations after the Notice of Intent has been issued.

O. Public On-Line Access - www.pticket.com - Contractor will supply a web site for public use allowing the receiver of a parking violation to enter the parking citation number or other identifying information in order to view parking citation data on line in real time. The website incorporates the highest level of data security and data privacy in the industry. Web-based data traffic, which includes names, addresses, parking ticket numbers or credit card numbers is encrypted using the highest level of industry standard encryption. Public access will include access to current citation status, including status of contested citations, due dates, original fine amount, late charges, information on how to contest a citation, how to show proof of correction for correctable violations, how to submit claims of indigence prior to a hearing, and addresses for paying in person or by mail.

P. IVR and Web Payment Systems - Payment by Credit Card - Through the Interactive Voice Response (IVR) System, and through the pticket.com web site, Contractor will accept credit card payments via Visa, MasterCard and Discover. The systems authorize each transaction while the caller is on the phone or online. Payees are given an authorization number or email confirmation to confirm their charge. The IVR system and the pticket.com web payment system both automatically update the citation database with the payment immediately. Credit Card monies will be paid to a Contractor bank account and reconciled monthly. Customer will receive a credit card post log which shows in detail which citations were paid and for what amount, along with the deposit slip from the bank or the ACH

deposit email showing that these funds have been deposited into the Customer's account. Should there be any charge backs to a merchant account, the funds are pulled directly from the Contractor master account and the citation will be reactivated, much like a bounced check. The violator will be sent a notice and will then proceed to DMV hold. Contractor will provide all services regarding reconciliation, reactivation of charge backs, etc. The Customer will not be involved in the daily processing.

Q. Administrative Adjudication Processing - Contractor will provide for the processing of requests for contesting citations, allowing for Customer processing of administrative reviews, tracking and monitoring all relevant dates on an automated system, mailing timely notification to respondents regarding the status of their claims, and scheduling of administrative hearings. All Administrative Adjudication information entered into the system will be done in real time and linked to existing database information to ensure proper tracking of relevant dates, mailing names and addresses and other pertinent information. Administrative Review requests will be entered within two (2) business days of receipt. Adjudication documents will be stored for two (2) years from their activity date and then shredded. Contractor will notify Customer of citations that have been found Not Liable that need refunds, so the Customer can issue the refund. Contractor will schedule combined San Mateo County Hearings up to three (3) weeks in advance, according to citizen selection by location and day of week in one of the San Mateo County locations. Hearings may be scheduled manually if requested. Contractor will print and mail (by first class mail) customized hearing notification letters to appellant and respond to inquiries from Customer and the public regarding date of hearing, mailing date, location of hearing and directions to hearing location. Contractor will provide the capability to use customized text, such as liable reason codes, in letters for Customer and re-send letters should changes or reschedules occur. Contractor agrees to provide all information required under the Vehicle Code in a timely manner at no additional cost to the Customer should an appeal be made to the Superior Court.

R. Payment Plan – The Contractor will have a payment plan system in place to comply with all legislation. The plan will allow for waivers when necessary for indigent and non-indigent individuals. Plan requests will be submitted to the Customer for review/approval/denial. The Contractor will mail correspondence to let the applicant know the status of their payment plan application and other details. Payment Plans allow the agency to waive fees for indigent persons, adjust the length of the plan and set minimum payments due. If a plan defaults prior to full payment, the system automatically resumes the citation process (DMV, Collections, etc.). The Contractor will provide customized agency specific information for indigent payment plans on pticket.com.

S. Paperless Appeals (eAppealsPRO & Scanning) - Contractor will provide online appeal capability for the public to appeal their citations online. Contractor will provide the scanning of all mailed-in appeal documents and electronic storage of those documents. Contractor will provide an online application to access the appeals, which will be searchable and sortable. Contractor will keep an electronic history of processed appeals for at least two years.

T. Independent Hearing Examiner Services - Contractor will contract with Independent Third-Party Hearing Examiners to provide fair and impartial hearings for Customer and the public. Contractor will provide a monthly report of hearing results by citation number. The Independent Third-Party Hearing Examiners will meet all training, education and other requirements specified in the California Vehicle Code which apply to the performance of administrative hearings.

U. Online Inquiry Access and Support for Customer's Staff - Contractor will provide access to the parking citation database via a web page using a secure log-on procedure. This access includes citation inquiry by citation number, license plate number, full or partial name and VIN (includes citation status, history status, administrative adjudication status, notes, etc.), the ability to enter and view NOTES, post dismissals/payments, view daily deposits made at Contractor's facility and view daily file transfers sent from the handheld ticket writer software and received at Contractor's facility. A "NOTES" feature will allow authorized personnel to easily enter comments for a particular citation or license plate to be viewed by other inquiry function users. Contractor's technical staff will provide support during normal business hours. Technical support will be provided for any communication or logon problems as well as immediate technical support when problems arise in the uploading, downloading and transferring of files.

V. ICS Collection Service - Special Collections - Contractor will transfer outstanding citations (DMV No-Holds, DMV Transfer of Ownership Releases, Non-California plates, citations delinquent over 90 days) and any other citations

deemed as delinquent citations by Customer into the ICS system on a weekly basis. Up to two collection letters will be mailed for each ICS account requesting payment. Payments will be processed daily and deposited to the Customer's regular citation processing bank account. The Contractor's Customer Service Center will handle all ICS related calls through a special toll-free number dedicated to ICS accounts. Monthly reporting will show all accounts moved to the ICS system and all payments received due to ICS efforts.

W. Franchise Tax Board Offset Program - Contractor will combine citations by license number for total amount due, eliminate corporate names, retrieve SSN's by name from a 3rd party, combine accounts by SSN, mail required FTB letters in advance of placing accounts at FTB, process payments generated by the FTB process, receive phone calls generated by the FTB process, provide all systems and operational procedures required for the FTB process. and provide complete reporting and reconciliation for the FTB process. Customer will be required to complete required FTB paperwork and forms (with Contractor's assistance), establish a SWIFT account with the FTB, and provide whatever assistance may be required to work with the FTB regarding the FTB process.

X. Contract Requirements

- Privacy and Security of Customer Data- Contractor agrees to keep all Customer data private and secure and will not share, sell, or otherwise access the Customer data for reasons other than the normal processing of parking citations or as otherwise required by law.
- Notice of Security Breach – Contractor must immediately notify the Customer when it discovers that there may have been a data security incident that has or may have resulted in compromise to the Customer for purposes of this Section, “immediately” is defined as within twenty-four hours of discovery. The Contractor must immediately take such actions as may be necessary to preserve forensic evidence and eliminate the cause of any suspected breach or security vulnerability and must promptly alert the Customer of any such circumstances, including information sufficient for the Customer to assess the nature and scope of any suspected data breach. In the event of an unauthorized disclosure of the Customer, the Contractor will be liable for paying for the following costs to remediate any such unauthorized disclosure:
 - The reasonable cost of providing notice of the breach to individuals affected by such breach;
 - The reasonable cost of providing required notice of the breach to government agencies, credit bureaus, and/or other required entities;
 - The cost of providing individuals affected by such breach with credit protection services designed to prevent fraud associated with identity theft crimes for a specific period not to exceed 12 months; and any other service required by applicable by law.

The Contractor must provide any information and/or support to the Customer in issuing the actual notification and at the Customer’s sole discretion, the Contractor must provide actual notification if the Customer desires. This section will survive termination or expiration of this Agreement.

Confidentiality of all other data and materials - In addition to the data security and privacy requirements detailed above that apply to the Customer, any other Customer data or materials to which the Contractor has access or materials prepared by the Contractor during the course of this Agreement ("confidential information") shall be held in confidence by the Contractor, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Contractor as necessary to accomplish the rendition of services set forth in Section 1 of this Agreement.

- **System Backups** - All systems will be backed up daily to ensure safety of data in the event of a power outage or natural disaster. All backup data should be transferred and stored off-site for disaster recovery.
- **Subcontracting** - No portion of the Agreement, other than the independent administrative hearings, shall be permitted to be subcontracted to another private or public agency without express written approval from the Customer. Contractor must disclose the nature of work being subcontracted, and the name of the private or public agency which shall perform the work.

- **Vehicle Code Compliance** - Contractor will comply with all requirements of the California Vehicle Code in regard to processing and adjudication of citation records sent by the issuing agency during the entire term of this Agreement, including extensions if any.
- **Right to Audit** - If Customer requests it, an auditor shall be hired to perform a financial and/or performance audit. The Customer shall pay the cost of the audit upon the written approval of auditor's cost.
- **Meeting Attendance** - Contractor will be available to attend Customer meetings as needed at Contractor's own expense.
- **Transition to Next Contractor** - In the event of a future change of vendor, Contractor agrees to fully cooperate in any transition. This shall include but not be limited to provision of data in an acceptable electronic format, provision of information as requested by the Customer to facilitate a future RFP process, and assistance with any and all transition processes necessary to provide for uninterrupted services to the Customer.

Y. Software Disclosure - The Contractor may subscribe to various third-party software services for the purpose of automating input of various fields of information into the citation information while writing a ticket. The third-party software services may include but are not limited to Google Maps, Google location services GPS, LPR Services, and VIN lookups. The Contractor reserves the right, should these services terminate, to disable those services in the software at any time. These services are integrated in to the ticketPRO software for convenience and do not affect the issuance of citations. Manual entry of information into the citation is never affected by these third-party software services and is always available.

Z. Termination - Termination fee of \$950 per unit at the outset, and each subsequent month reduced \$18 per month per unit. (**ticketPRO Magic two-piece device only**)

AA. Optional Services:

- 1) Interfacing with Coplink
- 2) Provision of Automated Ticket Media - Contractor will provide paper ticket stock for electronic citations. See exhibits.
- 3) **Racial and Identity Profiling Act (RIPA) CA** - The Contractor is currently working on a RIPA application that would be an optional service. If the RIPA option is exercised by the Customer, it will coincide with the length of this contract.

AB. Training - The Contractor will provide training for software and hardware. The Contractor will provide training manuals to the Customer. Training will include step-by-step manuals on how to issue citations and access back-end ticket portals. Training, equipment initialization and setup will be provided by the Contractor and is included in the lease of the ticketwriters. The Contractor will provide RemoteConnect support for devices while in the field.

AC. Software Development - If the Customer requires any additional software development for special projects and/or programs. The Customer will work with the Contractor on a scope of work to determine the specifications and requirements and the Contractor will provide the cost estimate and timeline.

3. EQUIPMENT LEASING SERVICES

A. Leasing Options - Customer may add devices at any time throughout the life of the contract for the leased price. If a new device is leased, the new device's lease will rollover to the next contract with the Contractor with no termination penalties. If the Customer does not exercise the option to renew the contract with the Contractor, the Customer agrees to pay the termination fees:

- 1) ticketPRO Magic (parking citations): \$950 per unit at the outset, and each subsequent month reduced \$18 per month per unit.

- 2) ticketPRO nFORCER All-in-One (moving citations): \$4,000 per unit at the outset, and each subsequent month reduced \$75 per month per unit.

B. Warranties - The Contractor will provide to the Customer the full benefit of any warranties provided by the manufacturers of the equipment, parts, materials, hardware, firmware, and software provided under this Agreement.

- 1) The Contractor will be responsible for the maintenance and repair of the equipment under normal wear and tear. In the event that any hardware stops functioning, Customer staff should report the issue to ticketPRO support and the Contractor will replace or repair the malfunctioning hardware.
- 2) The Contractor will provide a parts and repairs fee schedule for anything not included in the above warranties to the Customer for the term of the contract.
- 3) Contractor will not be responsible for Lost, Stolen or Damaged Devices, outside of normal wear and tear.

C. Upgrades - The Contractor must substitute the hardware during the Lease Term if it is mutually agreed upon by both parties. The upgraded supported devices will provide better improved functionality.

D. Additional Supplies Not Included in Lease

- Replacement Batteries, AC Adapters and Accessories: The Contractor will make replacement batteries, AC adapters or charging stations and accessories available to the Customer for purchase at then-current prices.
- Citations and Envelopes: The lease does not include citation forms or envelopes, which the Contractor will provide to the Customer at then-current prices, which will vary by quantities ordered. Citations are water and heat resistant poly-thermal, and standard and custom designs are available. Envelopes are preprinted with the payment address and online payment options.
- Replacements for Damaged/Lost/Stolen hardware:
 - Contractor will provide fully configured replacement ticketPRO Magic Ticketwriters for \$950 each (parking)
 - Contractor will provide fully configured replacement ticketPRO nFORCER Ticketwriters for \$4,000 each (traffic)
- Return of hardware: At the end of the lease term, all hardware will be returned to Contractor in good working order. If equipment is not returned, the lease will revert to a month-to-month lease with 30 days' notice required for discontinuation of that lease.

EXHIBIT B
Payments & Rates

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, Customer shall pay Contractor based on the following fee schedule and terms:

1. TRAFFIC/MOVING CITATION SERVICES AND FEES

A. Equipment Leasing Fees: Customer will pay Contractor according to the following rates and terms:

ticketPRO nFORCER-II All-in-One

Traffic Equipment Leases (Includes all items listed in Purchase Option)	nFORCER-II Print	nFORCER-II Scan	nFORCER-II ID	nFORCER-II ID/Scan
nFORCER-II 5 Year Lease- Traffic TicketWriters (per unit/month)	\$150.00	\$175.00	\$200.00	\$225.00

nFORCER-II Model options: All nFORCER-II units include an AC Adapter. Accessories are optional and are listed in section G below. All models can be used for Parking, Traffic and Code enforcement. Below is a recommendation based on typical use:

Model	Description	Recommended use
nFORCER-II Print	Includes a built-in printer	PARKING enforcement only
nFORCER-II Scan	Includes a built-in printer and a Laser Barcode Scanner for scanning DLs, IDs, VIN, etc.	PARKING & Traffic enforcement
nFORCER-II ID	Includes a built-in printer and a Biometric finger scanner	Traffic enforcement
nFORCER-II ID/Scan	Includes a built-in printer, Laser Barcode scanner and a Biometric Finger scanner	Traffic enforcement

B. Device Features: Lease agreement will include the following:

- 1) ticketPRO nFORCER all-in-one
- 2) Bar code Laser Scanner (optional)
- 3) Built-in Biometric Finger Scanner (optional)
- 4) ticketPRO Magic Software and License
- 5) ticketPRO Magic Software Setup/Configuration: Initial setup and installation of software with Customer specific information - Includes 1-day training
- 6) ticketPRO Magic Software Maintenance and Support: Remote servicing and updates, user support including RemoteConnect assistance, and email support
- 7) Smartphone with Managed 4G LTE data plan
- 8) High-Definition (HD) display
- 9) Android OS
- 10) GPS
- 11) High Resolution Camera
- 12) IP65 Rated
- 13) Internal and Hot Swappable Battery
- 14) Integrated 3" Thermal Printer

C. Service Fees: The following fees will be charged to the Customer by the Contractor as these items are processed. A Single Site or Multiple Site Access/Hosting Fee is required for each Agency utilizing the Traffic system. Costs will be determined by the quantity processed and will be invoiced to the Customer monthly.

Fee	Rate
Electronic Traffic Citation Processing Fee- Customer orders citation rolls	\$1.50 per citation
Electronic Traffic Citation Processing Fee- Turbo Data provides citation rolls at no extra cost	\$1.80 per citation
Traffic Processing System Access/Hosting Fee. Single site; includes services below	\$300.00 per month
Traffic Processing System Access/Hosting Fee. Multiple sites; includes services below	\$600.00 per month
Hosting Service: <ul style="list-style-type: none"> • Cloud hosting • Electronic Court Integration, export, and maintenance • Electronic TR-100 Corrections • Support for records personnel • Security Account management and maintenance • Web access for viewing records including photos, signatures and biometric images • Daily/Monthly shift summary reporting • Citation copy reprint for officer and public • Ongoing back-office support and enhancements 	

D. Additional Lease Options for Traffic/Moving Devices

Traffic Equipment Leases (Includes all items listed in Purchase Option)	nFORCER-II Print	nFORCER-II Scan	nFORCER-II ID	nFORCER-II ID/Scan
nFORCER-II 5 Year Lease- Traffic TicketWriters (per unit/month)	\$150.00	\$175.00	\$200.00	\$225.00
nFORCER-II 4 Year Lease- Traffic TicketWriters (per unit/month)	\$170.00	\$200.00	\$230.00	\$260.00
nFORCER-II 3 Year Lease- Traffic TicketWriters (per unit/month)	\$200.00	\$240.00	\$280.00	\$320.00
nFORCER-II 2 Year Lease- Traffic TicketWriters (per unit/month)	\$255.00	\$320.00	\$380.00	\$440.00
nFORCER-II 1 Year Lease- Traffic TicketWriters (per unit/month)	\$430.00	\$555.00	\$680.00	\$800.00

E. Purchase Options for Traffic/Moving Devices

Traffic Equipment Purchase	nFORCER-II Print	nFORCER-II Scan	nFORCER-II ID	nFORCER-II ID/Scan
nFORCER-II Purchase- Traffic writers (Each)	\$2,700.00	\$3,400.00	\$3,850.00	\$4,500.00
Support/Maintenance/4G Data Plan Required for each nFORCER purchased	\$80.00 per month for all options			
Configuration & Setup (each)	Waived (normally \$100.00)			
Training	Included			

F. Lease to Purchase Option for Traffic/Moving Devices

The Customer will have the option to purchase any leased Traffic/Moving device throughout the contract. The price for the purchase would be **\$94/unit/month left on the lease**.

For example, 18 months into the 60-month contract, the Customer decides to purchase the nFORCER the cost would be: \$94 X 42 months or \$3,948. \$80 per month Communications and Support Fee required for service.

G. Accessories and Extended Warranty

nFORCER-II accessories and options		
Item	Description	Price
1	Single Dock with power supply	\$ 219.00
2	Single Dock without power supply (used with quad base)	\$ 195.00
3	Quad Dock base only	\$ 365.00
4	Quad Dock base with docks	\$ 1,147.00
5	Hot swap Battery	\$ 138.00
6	Carry case	\$ 39.00
7	USB Car charger	\$ 50.00
8	USB AC Adapter	\$ 65.00
9	Hand Strap	\$ 24.00
10	Top Strap	\$ 24.00
11.	High-Capacity Hot Swap Battery	\$ 180.00

Five (5) Year extended Manufacturer Warranty

- Free from defects in materials and workmanship, under normal intended use
- 10 business day turnaround for repairs
- Consumables not covered

H. Upgrades - Through the life of the contract, if the equipment being leased to the Customer becomes obsolete or no longer supported by the Contractor, the Contractor shall upgrade the leased equipment to a supported product similar or exceeding the current leased item at no cost to the Customer.

2. PARKING CITATION SERVICES AND FEES

A. Equipment Leasing Fees - Customer will pay Contractor according to the following rates and terms.

Description	Rate	Term
ticketPRO Magic two-piece device	\$87 per month per unit	5 years

B. Service Fees: The following fees will be charged to the Customer by the Contractor as these items are processed. Costs will be determined by the quantity processed and will be invoiced to the Customer monthly.

Fee	Rate
Electronic Parking Citation Processing Fee	\$.40 per citation
Electronic Parking Citation Processing Fee Turbo Data provides citation rolls (2 inches) at no extra cost	\$.50 per citation
Electronic Parking Citation Processing Fee Turbo Data provides citation rolls (3 inches) at no extra cost	\$.55 per citation
Manual Parking Citation Processing	\$.70 per citation
Notice Processing	\$.76 per citation
Final Notice Letters	\$.76 per letter
DMV Hold Letters	\$.76 per letter
Administrative Adjudication - per appeal	\$1.50 per appeal
Adjudication Letters-per letter	\$.76 per letter
Administrative Hearings	\$25.00 per hearing
Out of State Processing - % of revenue collected	25%
Collections for Citations delinquent over 90 days (ICS)	25%
Franchise Tax Board Processing - % of revenue collected	25%
Payment Plans Entered	\$5.00 per plan
Payment Plans Letters Mailed	\$0.76 per letter
Banking Services Options- Scan Checks directly into Agency Bank Account	No Charge
Banking Services Options- Courier Daily Bank Deposit Service(Monthly Fee)	\$200.00

Postal Rate Increase Offset - If postal rates increase during the term of this agreement notice, letter fees to TDS shall be raised immediately to offset the effect of the postage rate increase.

CITY OF HALF MOON BAY TICKETER OPTIONS – July 1, 2021

3. TRAFFIC/MOVING CITATION EQUIPMENT

Purchase Cost	Quantity	Cost
nFORCER-II Print		\$2,700
nFORCER-II Scan		\$3,400
nFORCER-II ID		\$3,850
nFORCER-II ID/Scan		\$4,500

All Purchases require \$80 per month per unit Support/Maintenance/Communications Fee

Lease Cost per Month – 5 years	Quantity	Cost
nFORCER-II Print		\$150
nFORCER-II Scan		\$175
nFORCER-II ID		\$200
nFORCER-II ID/Scan		\$225

All Leases include the monthly Support/Maintenance/Communications Fee

4. PARKING CITATION EQUIPMENT

Purchase Cost	Quantity	Cost
ticketPRO Magic (2 piece)		\$950

All Purchases require \$80 per month per unit Support/Maintenance/Communications Fee

Lease Cost per Month – 5 years	Quantity	Cost
ticketPRO Magic (2 piece)		\$87

All Leases include the monthly Support/Maintenance/Communications Fee

5. TICKET ROLL STOCK for CITATION EQUIPMENT

TRAFFIC CITATIONS

For Traffic Citations, please indicate if you will order citation rolls on your own or if you will pay a per citation fee for the option that includes ticket rolls where Turbo Data provides citation rolls.

TRAFFIC CITATIONS	YES/NO	Cost
Electronic Traffic Citation Processing Fee Customer orders citation rolls	Yes	\$1.50 per citation
Electronic Traffic Citation Processing Fee Turbo Data provides citation rolls at no extra cost		\$1.80 per citation

PARKING CITATIONS

For Parking Citations, please indicate if you will order citation rolls on your own or if you will pay a per citation fee for the option that includes ticket rolls where Turbo Data provides citation rolls.

PARKING CITATIONS	YES/NO	Cost
Electronic Parking Citation Processing Fee Customer orders citation rolls	Yes	\$0.40 per citation
Electronic Traffic Citation Processing Fee- Turbo Data provides citation rolls (2 inches) at no extra cost		\$0.50 per citation
Electronic Parking Citation Processing Fee Turbo Data provides citation rolls (3 inches) at no extra cost		\$0.55 per citation

6. INVOICING PROCEDURES

- A.** Customer shall pay Contractor upon receipt of an invoice for services rendered. Each invoice must include the following information at a minimum.
- Agreement Number
 - Time period covered
 - Detailed statement of services/work completed for the invoiced amount
- B.** Contractor shall prepare and submit an invoice for payment of services monthly. Payments shall be made within thirty (30) days from the date of applicable undisputed invoice

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **August 17, 2021**

TO: Honorable Mayor and City Council

VIA: Bob Nisbet, City Manager

FROM: Jessica Blair, Communications Director / City Clerk
Jonathan Roisman, Deputy City Clerk

TITLE: RECEIPT OF LEGISLATIVE POSITION LETTERS

RECOMMENDATION:

Receive and file position letters for AB 500 and SB 10.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

STRATEGIC ELEMENT:

This action supports the Inclusive Governance element of the Strategic Plan.

DISCUSSION:

Annually, the City adopts a Legislative Platform to allow staff to send position letters regarding various bills of interest to the City. The 2021 Legislative Platform was adopted by the City Council on April 6, 2021. The platform provides staff direction and allows the City, on the Council's behalf, to respond in support of or opposition to bills and other legislative and administrative actions. The City Council has delegated its authority to the Mayor and / or City Manager to sign position letters consistent with the legislative platform. Townsend Public Affairs monitors legislation for the City and communicates frequently with staff on bills. Occasionally, the League of California Cities will send action alerts for bills affecting municipalities. Staff reviews those alerts as well and will take action on any that align with the City's Legislative Platform.

In the spirit of transparency, when position letters are sent by the City, staff will include them in a City Council agenda packet for viewing by the Council and the community.

ATTACHMENTS:

AB 500 and SB 10 Position Letters



August 4, 2021

The Honorable Christopher Ward
California State Assembly
State Capitol, Room 2032
Sacramento, CA 95814

Re: Assembly Bill 500 (Ward) Local planning: coastal development: affordable housing
Comment Letter from the City of Half Moon Bay

Dear Assemblymember Ward:

On behalf of the City of Half Moon Bay, I want to thank you for bringing forward Assembly Bill 500. Additionally, I write to share additional commentary on the bill. As you know, we submitted a previous support if amended position letter with one of the hopes being that the scope of “adequate public transit” could be narrowed down. As it related to the rest of the bill and the overall concept, Half Moon Bay was highly supportive.

The City of Half Moon Bay has the following comments on AB 500, which we hope you, your staff, and other Legislators and key stakeholders will take into consideration while negotiating the legislation’s provisions going forward:

- 1) While the bill being gutted of the majority of its substantive provisions eliminated our concern around the definition of adequate public transit, we hope the legislation can be reamended to be more than a study. It is critical to reestablish the Coastal Act to its original and more thoughtful form, respecting the social and economic needs of residents and employees in the coastal zone who support Coastal Act priority uses. Jobs associated with Coastal Act priority uses – especially agriculture, maritime, and hospitality – tend to be lower wage, while housing in coastal communities tends to be especially expensive. The resulting labor shortage demonstrates these economic realities, which will continue to diminish the vitality of the coast if affordable housing is not acknowledged as a Coastal Act priority.
- 2) If this legislation is left as a study, we urge it to be robust yet expeditious so that the critical issue of housing in the coastal zone can be properly addressed as soon as possible.
- 3) Our last comment pertains to short-term vacation rentals (STRs). Scores of housing units in the Coastal Zone have been lost to STR use. Although many of those dwelling units



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were likely not affordable to lower income households, the diminishment of housing stock puts additional pressure on housing cost. To that end, we ask that AB 500 considers policies that promote local control of STR regulations (e.g., caps, bans, or other regulations), so long as a local jurisdiction can demonstrate that STRs result in a loss of housing stock and the local jurisdiction also provides of a wide range of lodging types.

In addition to the above, we have the following comments as it relates to amendments recommended by the Senate Housing committee:

- 1) Inclusionary Ordinance: We appreciate the thought behind this recommended amendment. The City of Half Moon Bay already has an inclusionary ordinance (Below Market Rate Ordinance). The City requires twenty percent of housing units for certain types of projects to be affordable to lower income households. If there is an inclusionary ordinance in the Coastal Zone, we would ask that we be able to retain local discretion, or at least the ability to require more than the minimum required by such an ordinance.

- 2) "By right" approvals for low barrier navigation centers, permanent supportive housing, and ADUs: Our planning staff has identified that even if a use is "by right" due to zoning consistency, it does not make it exempt from discretionary review of a coastal development permit (CDP). The "streamlining" will be of limited benefit unless it also establishes waivers or exemptions from CDPs for development of these facilities provided such development would not impact coastal resources or interfere with coastal access.

As you move forward in discussion regarding Assembly Bill 500, we respectfully request that you consider the comments presented in this letter, and we are happy to provide any further insight on the above. Thank you again for bringing forward this critical piece of legislation.

Sincerely,

Robert Brownstone

Robert Brownstone
Mayor of Half Moon Bay



THE CITY OF
HALF MOON BAY
CALIFORNIA

July 20, 2021

The Honorable Scott Wiener
California State Senate
State Capitol, Room 5100
Sacramento, CA 95814

**Re: Senate Bill 10 (Wiener) Planning and zoning: housing development: density
Letter of Opposition from the City of Half Moon Bay**

Dear Senator Wiener,

On behalf of the City of Half Moon Bay, I write in respectful opposition to Senate Bill 10. This bill would, notwithstanding any local restrictions on adopting zoning ordinances, authorize a local government to pass an ordinance to zone any parcel for up to 10 units of residential density per parcel, at a height specified in the ordinance, if the parcel is located in a transit-rich area or an urban infill site.

While we commend you for the opt-in nature of SB 10, as well as the removal of “jobs rich” to increase the focus of the bill, we have concerns around the provision which would allow a voter-approved initiative against adopting zoning ordinances to be negated. While this bill does provide local discretion it to local legislative bodies such as a city council, we also recognize the importance of resident voices in local communities and the importance of respecting their decision-making power around land use and other local issues.

As such, we would respectfully urge you to consider the following amendment to Senate Bill 10:

- Remove the provision which would allow a City Council to bypass voter approved land use restrictions in order to adopt an ordinance to zone a parcel for up to 10 units of residential density.

Again, I appreciate you and your staff’s dedication to the production of housing in California, but due to the concern listed above, we must respectfully oppose Senate Bill 10.

Sincerely,

Robert Brownstone

Robert Brownstone
Mayor of Half Moon Bay

**BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY
AGENDA REPORT**

For meeting of: **August 17, 2021**

TO: The Honorable Mayor and City Council

VIA: Bob Nisbet, City Manager

FROM: Captain Saul Lopez, San Mateo County Sheriff's Office

TITLE: CITIZEN'S OPTION FOR PUBLIC SAFETY GRANT PROGRAM FY 2021-22

RECOMMENDATION:

Adopt a resolution authorizing the Finance Director to accept the State of California Citizen's Option for Public Safety Grant Funds for Fiscal Year 2021-22 in the amount of \$100,000 and approve using those funds on projects, programs, and equipment that meet the conditions of the grant.

FISCAL IMPACT:

The Citizen's Option for Public Safety (COPS) Grant program has been funded at \$100,000. The grant cannot be used to supplant the adopted budget and does not have a matching fund requirement. Therefore, there is no budget impact associated with this action.

BACKGROUND:

In FY 96-97, the California State Legislature enacted Chapter 134 (AB3229 Brulte) creating the Citizen's Option for Public Safety (COPS) Program. Under this program, cities and counties receive state funds to augment public safety expenditures. The City has participated in this program for over a decade. The provisions of the COPS grant require that the funding be placed into a Supplemental Law Enforcement Services Fund (SLESF).

The funds must be used to supplement, not supplant the delivery of front line law enforcement services through the use of projects, programs and/or equipment that meet the conditions of the grant. The City Council is required to hold a public hearing, apart from its usual budget hearings to consider the request for the use of the funds.

Upon receipt of a signed City Council Resolution authorizing the disbursement of the funds, the County will release the funds to the City, which will then be deposited in the City's SLESF account. The funds will be used for projects, programs and/or equipment designed to enhance the delivery of front line law enforcement services.

Staff is recommending these funds be used to enhance the level of law enforcement services currently provided under contract by the San Mateo County Sheriff's Office. Projects/programs include:

Projects/Programs	Description	Amount
Youth Summit	Conduct the Youth Summit in the Spring of 2022 to promote positive choices by 8 th graders entering high school.	\$15,000
Augment Patrol Traffic Enforcement (Motorcycle) Parking Enforcement	Supplement patrol staffing levels with the intent of enhancing parking enforcement, traffic enforcement and patrol coverage. Deployment of said personnel would occur during peak hours on weekends, holidays, and special events/details. Personnel will also assist with other special assignments as needed throughout the year.	\$75,000
Community engagement and outreach	Host several events throughout the City for the residents of Half Moon Bay: Meet and Greet with Deputies and Community events, etc..	\$10,000
TOTAL AMOUNT NOT TO EXCEED		\$100,000

ATTACHMENT

Resolution Accepting the COPS Grant

Resolution No. C-2021-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY AUTHORIZING EXPENDITURES IN SUPPLEMENTAL LAW ENFORCEMENT SPECIAL FUND (SLESF) FOR CITIZEN’S OPTION FOR PUBLIC SAFETY GRANT PROGRAM IN FY 2021-22

WHEREAS, the California State Legislature enacted Chapter 134 (AB3229 Brulte) creating a City’s Option for Public Safety (COPS) Program; and

WHEREAS, Under the COPS program, Cities and Counties receive state funds in the amount of \$100,000 to augment public safety expenditures; and

WHEREAS, the City of Half Moon Bay is participating in this grant and is proposing using the grant funds for supplemental projects and programs including the Youth Summit, for Traffic and Parking Enforcement, and to purchase an off-road vehicle and;

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Half Moon Bay hereby authorizes the Finance Director to accept the State of California Citizen’s Option for Public Safety Grant Funds for Fiscal Year 2021-22 in the amount of \$100,000.

I, the undersigned, hereby certify that the foregoing resolution was duly passed and adopted on the 17th day of August, 2021 by the City Council of Half Moon Bay by the following vote:

AYES, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ATTEST:

APPROVED:

Jessica Blair, City Clerk

Robert Brownstone, Mayor

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **August 17, 2021**

TO: Honorable Mayor and City Council

VIA: Bob Nisbet, City Manager

FROM: John Doughty, Public Works Director
Matthew Chidester, Deputy City Manager

TITLE: **PUBLIC-PRIVATE PARTNERSHIP OPPORTUNITY FOR ENHANCEMENT OF SMITH FIELD PARK**

RECOMMENDATION:

By motion, authorize staff to commence developing scope and solicit cost proposal(s) for preparation of a Facilities Master Plan for Smith Field Park.

FISCAL IMPACT:

There is no cost associated with this recommendation. Smith Field Park is not currently included in FY 2021-22 Capital Budget. The City has anticipated installation of a new water main to serve the park and completing a facilities master plan for the Park. These projects were deferred to later years in the Capital Improvement Program due to staffing and funding limitations. Through the Half Moon Bay Little League, a credible donor has expressed interest in funding significant improvements at Smith Field Park, including access drives and the parking lots. If the recommendation is approved, staff will return to a future meeting for approval of consultant contracts and a budget amendment.

STRATEGIC ELEMENT:

This action supports the *Infrastructure and Environment* and *Public Safety Elements* of the Strategic Plan.

BACKGROUND:

Smith Field Park is located at the terminus of Wavecrest Road. The City owns 29 acres of land, of which approximately 13.2 acres are currently developed. Smith Field Park includes four Little League baseball fields, Little League batting cages, a lighted softball field, a concession stand/restroom building, the HMB Dog Park and a horseshoe play area.

Access and parking at Smith Field Park is via gravel driveway and lots. The gravel surface is maintained by the City as time and funds allow. Maintaining the gravel parking and access is a time and money consuming process. The surface is non-conductive to meeting ever-changing

State and federal accessibility requirements. The parking lots also lack current required stormwater and green infrastructure improvements necessary to treat surface water runoff.

The City's adopted Parks Master Plan envisions the study and preparation of a facilities master plan for Smith Field Park. This Plan process was anticipated to take place in FY 2018-19. This Project was ultimately delayed due to competing interests/projects. The project was not recommended for inclusion in the current fiscal year Capital Budget due again to competing interests and a lack of funding for anticipated improvements.

In late June of this year, following adoption of the FY 2021-22 Budget, the City was approached regarding a potential donor's desire to fund significant improvements at Smith Field Park. Notably, the donor indicated a desire to construct paved access and parking to serve the Park, as well as other improvements, depending on the cost and timing of construction. Wanting to be responsive to opportunities to collaborate and utilize outside funding sources as they become available, staff has been working with the donor, through Half Moon Bay Little League, on a plan to explore the mutually desired improvements, which would include the initial development of a master plan for the Park. Had this offer been received earlier, it is likely that staff would have recommended inclusion of the facilities master plan in the FY 2021-22 Capital Budget.

DISCUSSION:

Staff is requesting City Council consent to development of a scope of work and solicit a proposal or proposals for conceptual level planning and design of Smith Field Park. We envision this work to come in the form of a Master Facilities Plan with particular emphasis on parking, access and accessibility improvements. The subsequent consultant agreement will be subject to City Council approval and budget appropriation. In parallel, City staff will work with the Half Moon Bay Little League to further refine the donor proposal.

Implementation of parking lot and access improvements constitutes a Public Works Project under California State Law and will require construction drawings and public bidding of work. The work also constitutes a Project under the City's Local Coastal Plan. Prior to commencing work on full civil engineering and construction drawings, staff is recommending the City first initiate work on a facilities master plan. This project would include stakeholder and community outreach, conceptual level design of the project (including civil engineering) and environmental reconnaissance. These are all pre-requisites to filing a Coastal Development Permit (CDP) application.

Staff has not yet identified a source of funding for preparation of the Smith Field Park Facilities Master Plan and requisite studies and reconnaissance for the CDP. We anticipate a cost of at least \$100,000, but the ultimate cost will not be known until a scope of work is more fully defined and formal proposal(s) received. If authorized to proceed, staff will define scope, solicit proposal(s), identify recommended City funding and return to the City Council with a Professional Services Agreement and CIP and Capital Budget amendment. The Project Manager for the Plan will be the Public Works Director.

**BUSINESS OF THE CITY COUNCIL
OF THE CITY OF HALF MOON BAY**

AGENDA REPORT

For meeting of: **August 17, 2021**

TO: Honorable Mayor and City Council

FROM: Jill Ekas, Community Development Director
Joe Butcher, Community Preservation Specialist

TITLE: **SHORT TERM VACATION RENTAL AND HOME OCCUPATION ORDINANCE**

RECOMMENDATION:

Conduct a public hearing, waive first reading, and introduce an ordinance amending portions of Chapter 18 (Zoning) and Chapter 3 (Revenue and Finance) of the Half Moon Bay Municipal Code to establish Short Term Vacation Rental regulations and update the Home Occupation regulations.

FISCAL IMPACT:

The proposed ordinance may modestly reduce the total number of short-term vacation rentals (STRs) operating within the city below pre-pandemic levels. An associated reduction in transient occupancy tax (TOT) would therefore be the most significant direct fiscal impact of this action. For reference, TOT for STRs in calendar year 2020 was about \$158,000 (negatively impacted by COVID); in the two prior years, TOT averaged about \$200,000 per year. The ordinance also supports home occupations, which could expand and have a positive fiscal impact.

STRATEGIC ELEMENT:

This action supports the Fiscal Sustainability, Healthy Communities and Public Safety, and Inclusive Governance Elements of the Strategic Plan.

BACKGROUND:

A short-term vacation rental (STR) is a room, home, apartment, or condominium dwelling unit rented for short periods, generally for vacation use, from one to 30 nights. STRs currently operate in the City and are required to pay transient occupancy tax (TOT) and obtain a business license. Currently, the City's TOT contractor is aware of about 50 STRs operating within the city limits. Their records indicate that just over 100 STRs have operated at some point between 2017 and present, although these have not all operated at the same time.

In addition to requiring business licenses and payment of TOT, it is typical for local jurisdictions to also impose zoning standards and regulations on STRs to ensure neighborhood compatibility,

safety, and accountability. Most STRs are a non-residential use of residential property, similar to home occupations. Thus, in establishing regulations for STRs, the existing Home Occupation provisions have also been reviewed for sake of updating them to be consistent with any future STR regulations. Because the City already has home occupation regulations, and only minor amendments to those are proposed, the focus of this report is on the new proposed STR regulations.

The Planning Commission conducted an in depth, multi-year, public review process of STR regulations. Highlights of the Commission’s review include the following:

- March 13, 2018 – Planning Commission Study Session ([Agenda Link](#)): The Planning Commission conducted its first study session in March 2018 and considered policy options and received public feedback.
- November - December 2019 - A city-wide on-line survey about STRs was offered in late fall 2019. A summary of the survey results is included in Attachment 3.
- January 28, 2020 - Planning Commission Study Session ([Agenda Link](#)): The Planning Commission reviewed the survey results, received additional community input, and provided policy direction to staff for preparing a draft STR ordinance. (Note that due to COVID-19 the matter was delayed until 2021 when study session resumed.)
- February 9, 2021 – Planning Commission Study Session ([Agenda Link](#)): The Commission received a draft ordinance, received community input, and held a discussion about the various provisions of the draft ordinance.
- February 23, 2021 – Planning Commission Study Session ([Agenda Link](#)): Continuing from the previous study session, the Commission gave particular consideration to the primary residence requirement and the potential need to impose caps.
- April 27, 2021 – Planning Commission Study Session ([Agenda Link](#)): The Commission confirmed the final form of the draft ordinance and directed staff to establish monitoring in lieu of caps. The Commission reaffirmed its support for the primary residence requirement.
- May 25, 2021 – Planning Commission Public Hearing ([Agenda Link](#)): The 2021 study sessions specifically led up to the public hearing wherein the Commission approved a resolution recommending that the City Council adopt the Short-Term Vacation Rental and Home Occupation Ordinance (“Ordinance”).

The proposed Ordinance would be part of the City’s Local Coastal Program (LCP). It is subject to review by the Coastal Commission and will not be in effect until the Coastal Commission certifies it. The Coastal Commission has shown significant interest in STR regulations in other

local coastal jurisdictions, because STRs are a visitor-serving use and support coastal access. City staff has kept Coastal Commission staff updated on the scope and status of the Ordinance as it has been in development. The Coastal Commission has also provided guidance through the following means:

- California Coastal Commission Guidance - Short-Term/Vacation Rentals in the California Coastal Zone, December 6, 2016 (Attachment 2): This guidance, as well as the Coastal Commission's publication of a summary of STR regulations in the coastal zone seeks regulations favorable to establishing STRs in a manner appropriate to the context of the local jurisdiction.
- California Coastal Commission Certification of the 2020 Local Coastal Land Use Plan (LUP): The California Coastal Commission certified the comprehensive update to the Half Moon Bay LUP on April 15, 2021. The certified LUP will be the Coastal Commission's standard of review when it considers certifying the Ordinance. The following LUP policies are most relevant to this Ordinance:

LUP Policy 2-75. Home Occupations. Permit home occupations within residences for business types and activities that are compatible with the residential living environment and subservient to the primary residential use of each property. Establish performance standards in the IP for traffic, parking, noise, and other considerations with respect to home occupations.

LUP Policy 2-76. Short-Term Rentals. Allow short-term rental businesses within the established neighborhoods. Short-term rental uses should be subordinate to primary residential uses such that residential units continue to be used for long-term residential occupancy. Establish land use regulations in the IP with performance standards necessary to protect coastal resources and the residential living environment of the neighborhoods, such as standards for property management, traffic, parking, noise, and trash. Short-term rental businesses shall pay transient occupancy tax to City. Non-permanent housing such as for seasonal farmworker housing and short-term boarding for researchers and others employed or otherwise affiliated with agricultural uses are not short-term transient lodging facilities or uses and are not subject to transient occupancy tax

The Planning Commission considered Coastal Commission guidance in its review. It is also of note that the Planning Commission provided direct oversight in developing the LUP's home occupation and STR policies. This Ordinance is one of the City's initial efforts to implement the new LUP.

Throughout its STR study sessions, the Planning Commission emphasized that regulating STRs is not limited to addressing STRs that have been problematic. Rather, the impacts of STRs need to be considered cumulatively over a long period of time. The Commission identified that the depletion of housing stock and impacts on neighborhood integrity need to be monitored and

managed. The Commission also cited the home occupation provisions as a reasonable benchmark from which to measure the intensity of use and associated impacts of STRs. In the parallel update of the home occupation provisions, the Planning Commission is recommending a modest increase in use intensity for home occupations subject to impact control measures.

DISCUSSION:

Over the years that the Ordinance has been in development, numerous options for regulating STRs have been considered. Staff researched and the Planning Commission discussed options for: “hosted” vs. “unhosted” STR operations;¹ limits on the number of nights per year that STRs could be operated; and capping the total number of STRs in operation. To assess the need for caps (citywide and neighborhood level), the Commission sought more information about the location and density of STRs throughout the City (Attachment 4). The Commission also heard from members of the public – including STR operators and neighbors of STRs – as well as staff about operational impacts, best practices, and code enforcement activity. The Commission expressed an appreciation for the challenge of enforcing complex regulations. Over the course of these discussions, the Commission moved toward a simpler approach: permitting STRs only in primary residences, with few exceptions.

Primary residence is the foundation of the STR ordinance. It is defined as follows:

“Primary residence” means residential property at which a person resides a majority of the time, carries on basic living activities, and the place he or she usually returns to, in the event of travel. Evidence, such as motor vehicle registration, voter registration, a homeowner’s exemption on the property tax bill or other similar documentation, may be required by the City to determine whether the property is the primary residence. (Draft Ordinance Definition)

The ordinance includes requirements for annual registration renewal to ensure that primary residency is maintained. Limited exceptions to the primary residence requirement for two mixed-use zoning districts are included.

STR Ordinance Summary: The STR ordinance establishes provisions requiring annual registration and compliance review for all STRs in Half Moon Bay. The ordinance does not require coastal development permits for STRs unless establishing the STR would also require development requiring a coastal development permit.

The following detailed outline follows the sequence of the ordinance and is provided as an explanatory guide of the more detailed corresponding ordinance language.

Application Requirements: The ordinance begins with application requirements. The intent is to establish a ministerial registration process with the following provided in a complete application subject to a City Council established registration fee:

¹ Generally, “hosted” rentals are those for which the property owner or tenant remains on site during the rental period. The short-term rental guest then occupies a room or other separate area. “Unhosted” rentals are those for which the short-term rental guest occupies the entire property or “whole house.”

- Operator information, including all adults for whom the property is a permanent residence
- Use description addressing how the STR is or will be in compliance with the provisions of the ordinance
- Site and floor plans including an indication of the portion(s) of the dwelling unit to be used for the STR
- HOA and/or property owner consent, as applicable
- Proof of primary residence
- Consent to inspection by the City and/or other Districts, as applicable
- Water use information

Registration Requirements: The ordinance establishes registration requirements that must be demonstrated in the application and associated inspections. City staff will review the STR applications and the STR will be registered subject to meeting the following requirements:

- Building and Fire Code inspections
- Indemnification and insurance
- Business license and TOT registration
- Neighbor notification
- Water conservation strategies, if applicable
- Confirmation of no recent code violations

Operation Requirements: Residential Unit Type: The intent of these provisions is to preserve more affordable housing types, such as apartments and mobile homes, for exclusively residential use; but to allow provide flexibility in Town Center mixed-use Commercial-Downtown (C-D) and Commercial-General (C-G) zoning districts where residential neighborhood integrity is less of a concern, as well as in the Commercial Visitor-Serving (C-VS) zoning district where visitor accommodations are desired. Staff added the C-VS zone to this exception after Planning Commission review based on new information about a limited number of properties where this provision may be helpful. STR use is also aligned with the purpose of the zone.

- Allowed:
 - Single-family homes and residential condominium dwelling units in nearly all zoning districts including Planned Unit Development (PUD) that are substantially developed and the PUD-X district
 - Allowed with limitations: Duplexes and triplexes
 - Allowed with limitations: One unit in mixed-use developments with two or more units only in the C-D, C-R, and C-VS zoning districts
- Prohibited:
 - Mobile homes
 - Recreational vehicles
 - Multi-family housing developments with four or more units

- Any unit in a development containing one or more units restricted to be affordable to lower income households
 - Farm worker housing units
 - Accessory dwelling units (ADUs) unless grandfathered per the Accessory Dwelling Unit Ordinance (see additional discussion about ADUs later in this report)
 - Residential units in the Urban-Reserve and Open Space Reserve zoning districts²
 - Residential units in substantially undeveloped PDs as identified in the Land Use Plan³
- Primary residence required: Exceptions applicable only in the C-D and C-G zoning districts; and furthermore, only for a single-family residence or one unit in a mixed-use development that contains two or more residential units.
 - Maximum number of STRs per operator = 1
 - Maximum number of STRs per site = 1
 - Maximum number of rental agreements per night = 1
 - Responsible party: Must be local, available at all times to visit the property and take actions as necessary
 - Maximum overnight occupancy: 2 persons per bedroom, up to a total of 8 occupants; children twelve years old and younger not counted
 - Record keeping required: Three years of records maintained and, given reasonable notice, subject to City review

Performance Standards: These standards are meant to ensure that STRs operate compatibly within their neighborhoods.

- Notification of City registration and requirements must be including on hosting platforms, advertising, etc.
- Notification of City requirements shall be provided to guests upon booking and in a manual at the STR.
- STRs shall be accessory to the underlying residential use and therefore properties with STRs shall not be visibly distinguishable from other residences.
- On-site parking is required based on bedroom count; parking exceptions are subject to discretionary review by the Planning Commission.
- Noise is limited subject to City ordinance (the City requirements provided to operators for the guest binder will highlight the requirement for such “quiet hours”)
- Building and Fire codes shall be adhered to.
- State and local laws and orders are applicable.
- Special events are disallowed.

² The Urban Reserve and Open Space Reserve zoning districts will be replaced by forthcoming Rural Coastal zoning. The Rural Coastal zoning district will implement the new Rural Coastal land use designation and will address allowances for STRs consistently with Land Use Plan policies.

³ Implementation zoning for areas with PD land use designations will address uses that may be allowed in advance of master planning. STRs could be included with such uses if found consistent with Land Use Plan policies.

- Trash and recycling facilities and serving are required.

Hosting Platform Regulations: The draft ordinance also regulates hosting platforms.

- Record keeping required: Hosting platforms shall retain records for three years for all STRs operating within the city limits including all associated reservations, TOT payments, etc.
- Registration required for platform listings: Hosting platforms shall be required to prompt hosts to include City-issued registration information in their listings and shall cease transactions for noncompliant STRs upon notification by the City.

Revocation and Violations: The draft ordinance establishes a revocation and appeals process.

- Revocation of registration: Causes subject to revocation include misrepresentation, violations of State or local laws, two violations of the City Municipal Code, threats to human health or public safety, or if consent to an inspection is not been provided.
- Process: The City Manager oversees revocations and the process includes an option for immediate suspension when warranted.
- Appeals: Appeals are subject to a public hearing before an independent hearing officer.

Existing STRs: The draft ordinance provides six months for existing operators to register and one year to establish primary residency. Discontinued use by existing operators occurs when the STR has not been in operation for six months.

Monitoring: Uncodified ordinance language calls for monitoring STR activity throughout the City and individual neighborhoods six-month and 12-months after adoption and annually thereafter.

Home Occupation Ordinance Summary: The proposed amendments to the home occupation provisions are modest. They are meant to clarify requirements for traffic and parking while also allowing for up to one non-resident employee per residence that has a home occupation or more than one home occupation. Provisions for employees are not cumulative for residences with more than one home occupation. Despite modest increase in allowances for home occupation uses, staff anticipates that most home occupations will continue to operate as less intense uses than STRs with respect to occupancy, trip generation rates, parking demand, noise, water demand, and other factors.

Additional Considerations

Accessory Dwelling Units: As presented in the ordinance summary above, STRs will not be allowed in accessory dwelling units (ADUs) unless they were otherwise grandfathered for such use prior to Coastal Commission certification of the December 2018 ADU ordinance. This provision is brought forward in the pending ADU ordinance update.

There are numerous scenarios for STR use of residential properties with ADUs. During its study sessions this spring, the Planning Commission directed staff to take care to flesh out the

implications for each of the various cases. Staff prepared the following table to illustrate how the provisions apply to potential STR use of residential properties with ADUs consistently with the primary residence requirement of the draft STR ordinance and both the current and pending ADU ordinances.

If the main house is:	Then STR use of main house is:	And STR use of the ADU is:
Primary Residence of property owner	OK	Not allowed unless grandfathered
Primary residence of long-term tenant	OK by long-term tenant with property owner permission	Not allowed unless grandfathered
No one's primary residence	Not allowed	Not allowed

Hosting Platforms: Hosting platforms (e.g. Airbnb, Expedia Group, etc.) have indicated that they are generally supportive of the ordinance although they would prefer that the City not require primary residence. The platforms also expressed concern about the time and effort it will take to register operators for the first time. They have experienced challenges with this start-up phase in other jurisdictions. To that end, staff wishes to reassure City Council that staff has already drafted an application form, an FAQ, and other supporting materials. Also of note is that the City's building inspection services are provided by 4Leaf on contact. If more time is needed for inspections, 4Leaf will be able to provide additional hours. The ordinance provides a six-month grace period for registration after Coastal Commission certification. If City Council introduces the ordinance at its August meeting, it will likely be another eight to twelve months before the registration deadline is reached.

The City has an existing Voluntary Collection Agreement with Airbnb, through which Airbnb collects TOT from its hosts and remits it to the City. The proposed ordinance does not conflict with the Voluntary Collection Agreement.

CEQA: The Ordinance is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines sections 15305 (minor alterations to land use limitations) and 15061(b)(3) (common sense exemption). The City currently permits short-term vacation rentals and home occupations to operate in the City. Prior to restrictions resulting from the COVID-19 pandemic, approximately 80-100 short-term vacation rentals were operating in the City. The City would expect these short-term vacation rentals to return as pandemic-related restrictions ease. During COVID-19 restrictions, home occupations have likely increased. The proposed amendments restrict and regulate short-term vacation rental uses. Consequently, a decrease in short-term vacation rental activity, as well as any related environmental effects, is reasonably anticipated as a result of these amendments. The amendments to the Home Occupation provisions do not involve a change in land use or density.

Public Notice and Input

As presented at the beginning of this report, the STR ordinance was developed after a long series of broadly noticed Planning Commission study sessions and a community survey. In early 2021, the first drafts of the ordinance were presented to the Commission. Notification for the study sessions and hearings included the following:

- **Planning Commission Study Sessions:** Emailed notices were sent to all STR operators (current and past) on record, the Planning Commission agenda packet was emailed to the STR and Planning Commission agenda lists, and the sessions were announced on ENews.
- **Planning Commission Public Hearing:** A public hearing notice was mailed to all registered operating hosts and published in the Half Moon Bay Review. All of the e-notification methods used for the study sessions were repeated.
- **City Council Public Hearing:** A public hearing notice was mailed to all registered operating hosts, published in the San Mateo Daily Journal, and published in the Half Moon Bay Review. Again, all of the e-notification methods used for the study sessions were repeated.

During the multi-year course of this work, staff has engaged with numerous interested parties. Residents and operators have provided input in writing and at the Planning Commission sessions. The Community Preservation Specialist presented to the local real estate group this spring and the Director met with Ocean Colony HOA board members. Written comments received for the City Council hearing prior to publication of the staff report are provided in Attachment 5.

Conclusion: In the residential zoning districts, including developed PUDs, STRs and home occupations are *additional and accessory* uses to the base permitted use of residential development. The City is choosing to use its discretion to provide for such commercial uses in residential areas to benefit residents and visitors alike. These ordinance provisions support coastal access, economic development, housing preservation, and neighborhood compatibility.

Upon City Council adoption, the ordinance will be submitted to the Coastal Commission for certification. The ordinance will take effect once certified. While these steps are underway, staff will prepare application materials, continue to reach out to operators, and otherwise prepare for implementation of the STR ordinance.

ATTACHMENTS:

1. Draft Ordinance
2. California Coastal Commission Guidance: Short-Term/Vacation Rentals in the California Coastal Zone, December 6, 2016
3. Summary 2019 Short-Term Vacation Rental Survey Results
4. Historic Short-Term Vacation Rental Data: Neighborhood Summary and Map
5. Written Comments

CALIFORNIA COASTAL COMMISSION

45 FREMONT, SUITE 2000
SAN FRANCISCO, CA 94105-2219
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FAX (415) 904-5400
TDD (415) 597-5885



December 6, 2016

TO: Coastal Planning/Community Development Directors

SUBJECT: Short-Term/Vacation Rentals in the California Coastal Zone

Dear Planning/Community Development Director:

Your community and others state and nationwide are grappling with the use of private residential areas for short-term overnight accommodations. This practice, commonly referred to as vacation rentals (or short-term rentals), has recently elicited significant controversy over the proper use of private residential stock within residential areas. Although vacation rentals have historically been part of our beach communities for many decades, the more recent introduction of online booking sites has resulted in a surge of vacation rental activity, and has led to an increased focus on how best to regulate these rentals.

The Commission has heard a variety of viewpoints on this topic. Some argue that private residences should remain solely for the exclusive use of those who reside there in order to foster neighborhood stability and residential character, as well as to ensure adequate housing stock in the community. Others argue that vacation rentals should be encouraged because they often provide more affordable options for families and other coastal visitors of a wide range of economic backgrounds to enjoy the California coastline. In addition, vacation rentals allow property owners an avenue to use their residence as a source of supplemental income. There are no easy answers to the vexing issues and questions of how best to regulate short-term/vacation rentals. The purpose of this letter is to provide guidance and direction on the appropriate regulatory approach to vacation rentals in your coastal zone areas moving forward.

First, please note that vacation rental regulation in the coastal zone must occur within the context of your local coastal program (LCP) and/or be authorized pursuant to a coastal development permit (CDP). The regulation of short-term/vacation rentals represents a change in the intensity of use and of access to the shoreline, and thus constitutes development to which the Coastal Act and LCPs must apply. We do not believe that regulation outside of that LCP/CDP context (e.g., outright vacation rental bans through other local processes) is legally enforceable in the coastal zone, and we strongly encourage your community to pursue vacation rental regulation through your LCP.

The Commission has experience in this arena, and has helped several communities develop successful LCP vacation rental rules and programs (e.g., certified programs in San Luis Obispo and Santa Cruz Counties going back over a decade; see a summary of such LCP ordinances on our website at:

https://documents.coastal.ca.gov/assets/la/Sample_of_Commission_Actions_on_Short_Term_Rentals

[.pdf](#)). We suggest that you pay particular attention to the extent to which any such regulations are susceptible to monitoring and enforcement since these programs present some challenges in those regards. I encourage you to contact your [local district Coastal Commission office](#) for help in such efforts.

Second, the Commission has not historically supported blanket vacation rental bans under the Coastal Act, and has found such programs in the past not to be consistent with the Coastal Act. In such cases the Commission has found that vacation rental prohibitions unduly limit public recreational access opportunities inconsistent with the Coastal Act. However, in situations where a community already provides an ample supply of vacation rentals and where further proliferation of vacation rentals would impair community character or other coastal resources, restrictions may be appropriate. In any case, we strongly support developing reasonable and balanced regulations that can be tailored to address the specific issues within your community to allow for vacation rentals, while providing appropriate regulation to ensure consistency with applicable laws. We believe that appropriate rules and regulations can address issues and avoid potential problems, and that the end result can be an appropriate balancing of various viewpoints and interests. For example, the Commission has historically supported vacation rental regulations that provide for all of the following:

- Limits on the total number of vacation rentals allowed within certain areas (e.g., by neighborhood, by communitywide ratio, etc.).
- Limits on the types of housing that can be used as a vacation rental (e.g., disallowing vacation rentals in affordable housing contexts, etc.).
- Limits on maximum vacation rental occupancies.
- Limits on the amount of time a residential unit can be used as a vacation rental during a given time period.
- Requirements for 24-hour management and/or response, whether onsite or within a certain distance of the vacation rental.
- Requirements regarding onsite parking, garbage, and noise.
- Signage requirements, including posting 24-hour contact information, posting requirements and restrictions within units, and incorporating operational requirements and violation consequences (e.g., forfeit of deposits, etc.) in rental agreements.
- Payment of transient occupancy tax (TOT).
- Enforcement protocols, including requirements for responding to complaints and enforcing against violations of vacation rental requirements, including providing for revocation of vacation rental permits in certain circumstances.

These and/or other provisions may be applicable in your community. We believe that vacation rentals provide an important source of visitor accommodations in the coastal zone, especially for larger families and groups and for people of a wide range of economic backgrounds. At the same time we also recognize and understand legitimate community concerns associated with the potential adverse impacts associated with vacation rentals, including with respect to community character and noise

and traffic impacts. We also recognize concerns regarding the impact of vacation rentals on local housing stock and affordability. Thus, in our view it is not an 'all or none' proposition. Rather, the Commission's obligation is to work with local governments to accommodate vacation rentals in a way that respects local context. Through application of reasonable enforceable LCP regulations on such rentals, Coastal Act provisions requiring that public recreational access opportunities be maximized can be achieved while also addressing potential concerns and issues.

We look forward to working with you and your community to regulate vacation rentals through your LCP in a balanced way that allows for them in a manner that is compatible with community character, including to avoid oversaturation of vacation rentals in any one neighborhood or locale, and that provides these important overnight options for visitors to our coastal areas. These types of LCP programs have proven successful in other communities, and we would suggest that their approach can serve as a model and starting place for your community moving forward. Please contact your [local district Coastal Commission office](#) for help in such efforts.

Sincerely,

A handwritten signature in black ink that reads "Steve Kinsey". The signature is written in a cursive, slightly slanted style.

STEVE KINSEY, Chair
California Coastal Commission

Short -Term Vacation Rental Survey and Summary Results

Background: Short-Term Rentals

The City of Half Moon Bay is seeking the community’s input for regulating the use of properties here as Short-Term Rentals (typically for vacation use), known as STRs. While STRs are not presently regulated in the City’s zoning ordinance, many are currently operating here. For these, the City collects transient occupancy tax (TOT).

Many community members have expressed an interest in this topic, with a wide range of opinions about STRs and how they may be regulated. Residents have communicated to the City that they have concerns about various aspects of neighborhood compatibility of STRs, such as safety, noise, trash, and parking. Accordingly, the City has been working to develop an ordinance and specific regulations to directly address the use of properties as STRs.

The purpose of this survey is to better understand community members’ perspectives on the potential benefits and impacts of STRs, gain input on how the City might best regulate STRs to meet the community’s needs, and help define the scope of those regulations.

What is a Short-Term Rental?

- An STR is a room, home, apartment, or condominium unit that can be rented for short periods, generally for vacation use, from one to 30 nights. Typically, an STR unit is occupied for a few days at a time. STRs are often advertised and booked through services such as Airbnb, VRBO, Homeaway, and other similar platforms, and are sometimes also offered as individual rentals unaffiliated with any particular property management service. STRs may be “hosted” or “un-hosted.”

What is a Hosted STR?

- Short-term rental of a room or rooms, while the owner occupies the remainder of the residence, is a **hosted** STR. In hosted STRs, the rooms may have a separate entrance with a private bathroom. A hosted STR typically does not have kitchen facilities. Rental of a main house while the owner occupies an accessory dwelling unit, or vice versa, may also be considered a hosted STR.

What is an Un-Hosted STR?

- Short-term rental of an entire residence, such as a “whole house” rental, is an **un-hosted** STR. The property owner is not on the property while the unit is in use as an STR.

Considerations – here is a summary of some important considerations to take into account when regulating STRs:

Potential Benefits: STRs can benefit property owners and the community in several ways, such as:

- Allowing property owners or leaseholders to earn supplemental income
- Providing overnight visitors with an alternative to hotels/motels
- Generating additional revenue for the City through transient occupancy tax (TOT)

- Potentially increasing tourism and contributing to the community’s overall economic activity by making more short term rental options available

Potential Community Impacts: The operation of STRs can have negative impacts on the community and its neighborhoods, including:

- Use of homes **only** as STRs, potentially causing a reduction in the supply of housing stock (reduced housing stock is one factor contributing to high housing costs)
- A potential change in the character of predominately residential neighborhoods, by adding this short-term rental activity
- Parking impacts
- Noise, trash, or other possible nuisances from short-term rental occupants

A few more things to know before you get started with the survey:

- **Transient Occupancy Tax:** In Half Moon Bay, STRs are subject to Transient Occupancy Tax (TOT). The City has been collecting this tax (12 percent) on STR stays, as well as on hotel and motel stays.
- **Accessory Dwelling Units:** For most cases, the City’s current zoning regulations do not allow short-term rentals in accessory dwelling units (also known as granny or in-law units). The City’s intent is that new regulations for STRs will maintain this restriction.
- **Coastal Zone:** The City of Half Moon Bay is located within the California Coastal Zone. The Coastal Commission has taken the position that at least some STRs are required in most jurisdictions to comply with the Coastal Act’s coastal access requirements.
- **Examples of Regulations:** There are many ways to regulate STRs. Most regulations in other jurisdictions limit the amount of time a residence can be used as an STR annually and impose standards to better ensure compatibility with the surrounding neighborhood. The following table highlights regulations in several other coastal jurisdictions, to help provide context for the survey.

Examples of Short-Term Vacation Rental Regulations in Other Coastal Jurisdictions

Regulation	City of Santa Cruz	City of Eureka	San Mateo County
Hosted: Maximum nights per year	Unlimited	Unlimited	Unlimited
Un-Hosted: Maximum nights per year	30 nights	60 Nights	180 nights
Maximum Length of Stay	Less than 30 Days	Less than 30 days	Less than 30 days
Maximum Occupancy	2 people per room	2 people per room	2 people per room
Neighborhood Compatibility Requirements <ul style="list-style-type: none"> • Noise • Trash • Parking • Special Events 	Yes Yes Yes No	Yes Yes No No	Yes Yes Yes No
Local Point of Contact Required	Within 20 minutes	Within 20 minutes	Within 20 Minutes
Regular Inspections	Yes	Yes	Yes



Short-Term Rentals (STRs)

January 21, 2020, 3:50 PM

Contents

i.	Summary of responses	2
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Short-Term Rentals (STRs)

The City of Half Moon Bay is seeking the community's input for regulating the use of properties here as Short-Term Rentals (typically for vacation use), known as STRs.








Summary Of Responses

As of January 21, 2020, 3:50 PM, this forum had:

Attendees:	223	Topic Start
Responses:	175	November 13, 2019, 7:21 PM
Hours of Public Comment:	8.8	

QUESTION 1

1. Please select all of the following that apply to you:

		%	Count
Half Moon Bay Resident		92.0%	161
Employee in Half Moon Bay		13.1%	23
Homeowner		72.0%	126
Renter		11.4%	20
Business owner		14.9%	26
Half Moon Bay STR operator		4.6%	8
Half Moon Bay STR guest		0.6%	1
Other		3.4%	6















QUESTION 2

2. If you are a Half Moon Bay resident, what neighborhood do you live in?

		%	Count
Miramar		9.0%	15

Short-Term Rentals (STRs)

The City of Half Moon Bay is seeking the community's input for regulating the use of properties here as Short-Term Rentals (typically for vacation use), known as STRs.

		%	Count
Frenchmans Creek		3.0%	5
Casa del Mar/Kehoe		12.0%	20
Sea Haven		3.0%	5
Grandview		1.2%	2
Highland Park		3.6%	6
Pacific Ridge		0.6%	1
Grand/Belleville		0.6%	1
Pilarcitos		2.4%	4
Downtown (including Cypress Cove, Amesport Landing, and Main Street Village)		14.5%	24
Alsace Lorraine		16.9%	28
Arleta Park		12.7%	21
Ocean Colony		11.4%	19
Canada Cove		4.8%	8
Other		4.2%	7

QUESTION 3

3. What best describes your type of home?

		%	Count
Single-family home		87.3%	151





Short-Term Rentals (STRs)

The City of Half Moon Bay is seeking the community's input for regulating the use of properties here as Short-Term Rentals (typically for vacation use), known as STRs.

		%	Count
Duplex/Triplex		2.9%	5
Apartment		1.7%	3
Accessory Dwelling Unit/Cottage		1.7%	3
Townhouse/Condominium		5.2%	9
Other		1.2%	2

QUESTION 4

4. Have you ever used or offered a short-term rental?

		%	Count
Used it as a renter in my travels		61.6%	85
Rented out a room in my home (less than 30 days)		1.4%	2
Rented out my entire home (less than 30 days)		3.6%	5
Other		33.3%	46

QUESTION 5

5. If STRs are allowed, what types of neighborhoods are most appropriate for them?

Mixed-Use/Downtown

		%	Count
Hosted		64.6%	102
Un-hosted		51.9%	82

Short-Term Rentals (STRs)

The City of Half Moon Bay is seeking the community's input for regulating the use of properties here as Short-Term Rentals (typically for vacation use), known as STRs.

Multi-Family: A mix of apartments, townhomes, condominiums, duplexes, triplexes, and some single-family homes

		%	Count
Hosted		58.2%	92
Un-hosted		35.4%	56

Single-Family

		%	Count
Hosted		61.4%	97
Un-hosted		39.2%	62



QUESTION 6

6. If you are NOT supportive of allowing short-term rentals in Half Moon Bay, would you be more supportive if they were hosted?

		%	Count
Yes, I would be more supportive		31.9%	52
No, I would still not support allowing them		27.6%	45
N/A – I am generally supportive of short-term rentals		40.5%	66

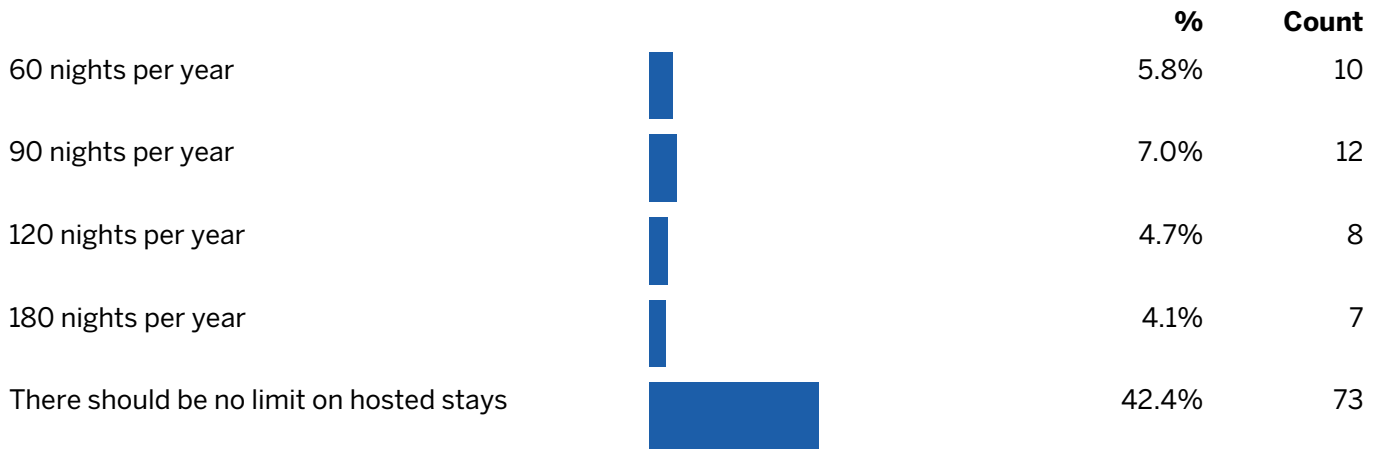
QUESTION 7

7. If hosted STRs are permitted, how many nights of the year should they be allowed? Hosted: Short-term rental of a room or rooms, while the owner occupies the remainder of the residence, is a hosted STR. Please see introduction for the full definition.

		%	Count
0 nights per year		18.0%	31
30 nights per year		18.0%	31

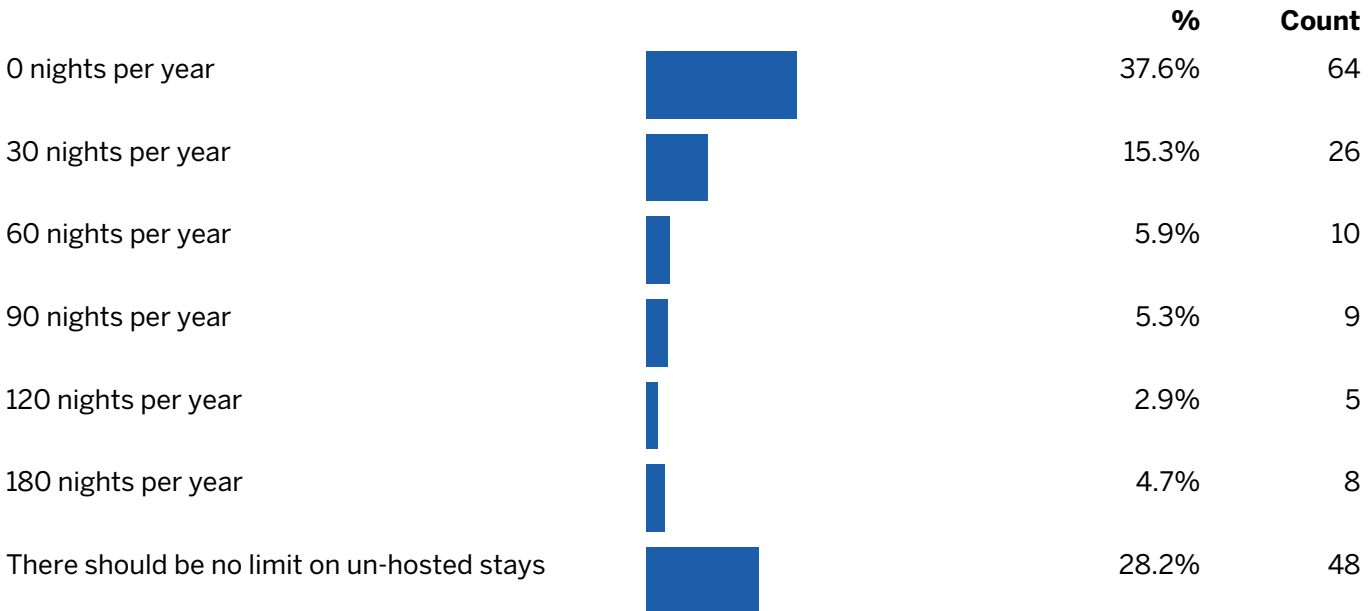
Short-Term Rentals (STRs)

The City of Half Moon Bay is seeking the community's input for regulating the use of properties here as Short-Term Rentals (typically for vacation use), known as STRs.



QUESTION 8

8. If un-hosted STRs are permitted, how many nights of the year should they be allowed? Un-Hosted: Short-term rental of an entire residence, such as a “whole house” rental, is an un-hosted STR. The property owner is not on the property while the unit is in use as an STR.



QUESTION 9

9. Occasionally residents want to infrequently use their property as an STR while they are away or on vacation. Should un-hosted STRs be allowed on a limited basis for these types of circumstances, if they are not otherwise

Short-Term Rentals (STRs)

The City of Half Moon Bay is seeking the community's input for regulating the use of properties here as Short-Term Rentals (typically for vacation use), known as STRs.

permitted?

		%	Count
Yes		60.9%	106
No		29.3%	51
Unsure		9.8%	17

QUESTION 10

10. Half Moon Bay community members have expressed concern about the impacts of STRs on neighborhood character and quality of life. To best regulate STRs and preserve community character, what types of standards would you recommend?

		%	Count
Limits on length of stay		56.3%	94
Limits on number of occupants per room		75.4%	126
Noise - Limits on outdoor use of residential property		78.4%	131
Parking: 1. Limits on the number of cars parked per STR property 2. Require parking be provided on property		75.4%	126
Special events/Party restrictions		79.0%	132
Local point of contact required		73.7%	123
Compliance inspections required		47.9%	80
Insurance required		59.9%	100
Other		18.6%	31

QUESTION 11

Short-Term Rentals (STRs)

The City of Half Moon Bay is seeking the community's input for regulating the use of properties here as Short-Term Rentals (typically for vacation use), known as STRs.

Do you have any additional comments regarding regulating STRs in Half Moon Bay?

Answered	88
Skipped	87

Historic Short-Term Vacation Rental (STR) Data:

This following table and map provide a summary of all STRs that have ever operated in the City by neighborhood as of April 2021.

Neighborhood	Existing Units as of 2018	Total STRs in City records (<i>may not be operating</i>)	Estimated % Housing Units used for STRs
Downtown - Heritage	227	11	4.8%
Downtown – North	200	1	0.5%
Downtown - South	866	1	0.1%
Miramar*	204	13	6.4%
Frenchmans Creek	181	2	1.1%
Casa del Mar	276	6	2.2%
Sea Haven	165	2	1.2%
Grandview	74	2	2.7%
Grand-Belleville	85	0	0%
Pacific Ridge**	63	0	0%
Highland Park	155	2	1.3%
Pilarcitos***	402	1	0.2%
Alsace Lorraine	283	18	6.4%
Arleta Park	542	31	5.7%
Ocean Colony	636	12	1.9%
Other Residential ****	471	N/A	0%
Total:	4,830	102	2.1%

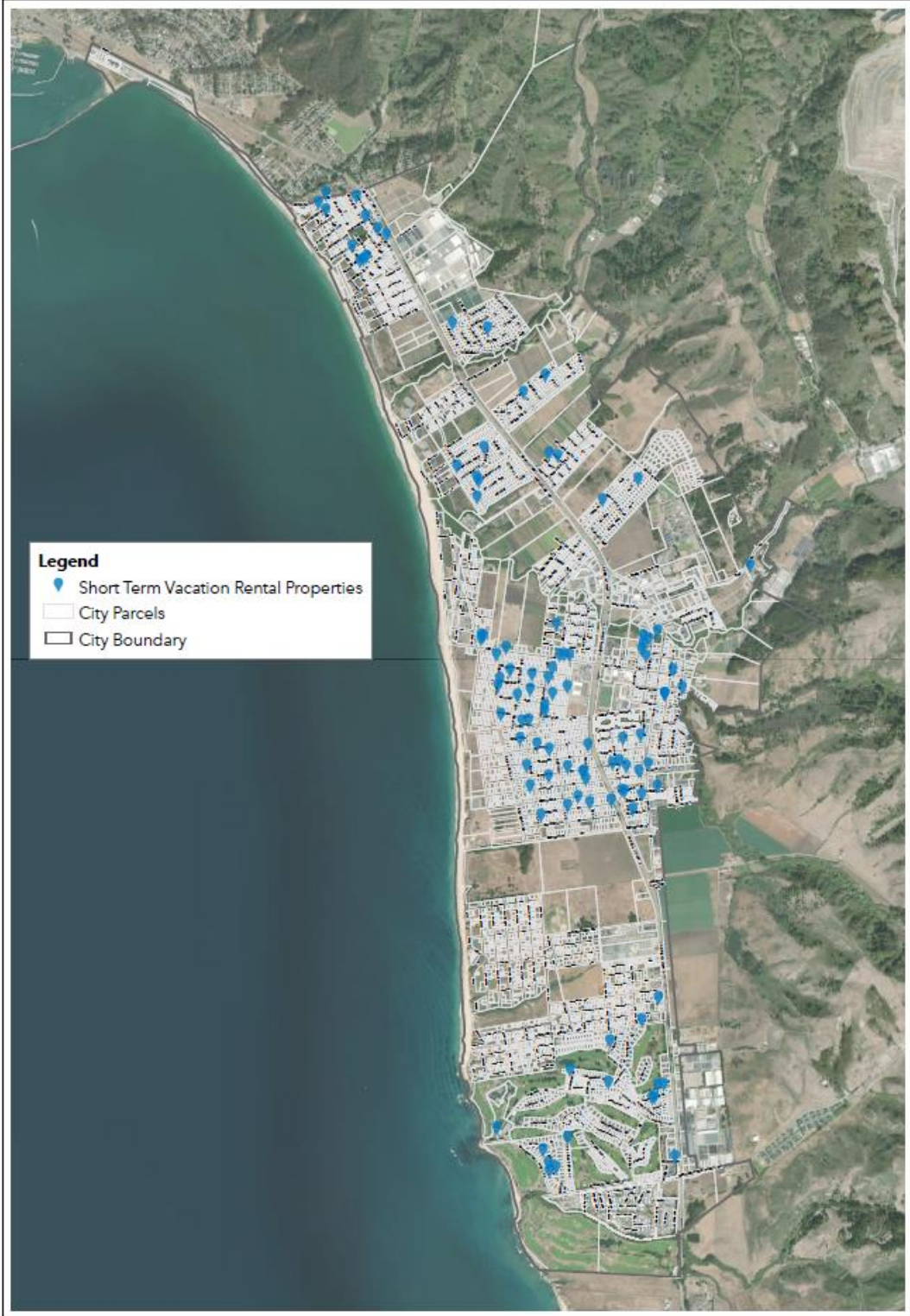
Sources: Local Coastal Land Use Plan; HdL STR TOT/Business License registration records accessed March 2021.

**Miramar: Includes Casa Mira*

***Pacific Ridge: 19 units built, 44 units pending*

****Pilarcitos: Includes the Matteuci PUD (12 units)*

*****Other Residential: Includes substantially undeveloped Planned Developments, neighborhood pockets, accessory dwelling units, Canada Cove, and the Rural Coastal land use designation.*



HALF MOON BAY

Short Term Vacation Rental Properties

0 0.25 0.5 1 Miles
DRAFT WORK PRODUCT
March 9, 2021

Received via email August 2, 2021

To: Half Moon Bay City Council

From: Ray Olson 213 Correas St Half Moon Bay Ca. 94019

Re: Short Term Rental Ordinance

HMB City City Council Members:

I believe you are about to discuss the new Short Term rental ordinance that Jill and Joe have been working on. I have read the ordinance language and though it is great to see that something is being done I believe it is insufficient for the HMB residents. I believe we are basing the ordinance off of the Santa Cruz ordinance that was recently implemented, but as you are aware our city does not compare to Santa Cruz. We are a bedroom community for San Francisco and the peninsula and do not have the attractions that makes Santa Cruz truly a tourist city.

I have a neighbor that has been using their entire home as a motel for the last 3 years and thus my family and my neighbors have run into many issues, and we need the ordinance to address these issues. Right now my neighbors are living in Hawaii and have rented out their entire home at a \$1,200 rate per day, so if you just count weekends their motel business is generating \$10,000 a month. One would consider this more of generating their "primary" income and not supplementing their income. So there is no incentive for them to change this, and if had known when I bought my home 18 years ago that I would be living next to a motel I would have never bought my home. I truly believe that by definition a short term rental is a commercial property (TOT tax for example) and thus it should not be present in a residential zone.

I believe the coastal commission will not approve an ordinance that completely prevents a residential property from being a Short Term Rental, which I disagree with but will not pursue. However what I understand to be input from the coastal commission is that they feel there should be affordable rooms for tourists on the coastside. As I understand, we do not have that issue currently since occupancy rates of the existing Hotels/Motels is well under 100% and so there is no problem that needs to be addressed. Furthermore, if we even have that issue here on the coast then it must be dealt with via adding more Motel/Hotel rooms within our designated commercial zoned real-estate. This is what would be typically done if STRs never existed, and as you know there is plenty of companies that are interested in adding more Hotel/Motel properties so that is where our focus should be. So what I understand is that the City's intent would be to construct a Short Term Rental ordinance to allow home owners to generate "supplemental" income, not become their "primary" source of income.

In speaking with many neighbors and residents of Half Moon Bay I believe we need to add the following language to the ordinance, and the main reason would be for safety and security of the residents and home owners of HMB. On any given day I have no idea what strangers will be living right next door to me, whether they are scoping out the neighbors to steal or damage, or even worse if there are designated sex offenders/child molesters that are watching my family. To ensure that Half Moon Bay remains a family oriented community here is what we need to add.

1. The owner must be actually living on the property while the guests are inside the property. This will ensure that the property is not being turned into a true business and that the owner ensures the guests will behave and not do anything nefarious. Currently the ordinance allows for an "operator" to be available within 20 minutes and does not

have to be owner, so that person is not vested in ensure the safety of the neighborhood. If the ordinance is to allow the owner to "supplement" his/her income then I think this would be completely reasonable and would have to ask why we would NOT add this language.

2. The owner should not be allowed to state the entire house is a motel. There should be restrictions to state that only 2 or 3 bedrooms are available, which would then reduce the amount of people that are allowed as guests. Just this month my neighbor's guest had a very large party with 17 cars parked on the street with at least 30 people in the house and backyard. Just think if your neighbors did the same thing with their house! The current ordinance states a maximum of 8 people which can easily be abused, so stating that only rooms are available, and not the entire house, that would reduce the chance of abuse. Also, since the ordinance is stating only homes that are the owners "primary" residence it would seem completely logically that the owner is actually living in the house, using the kitchen, bathroom, living room. From listening to my neighbors I believe an appropriate requirement would be up to 3 rooms, for a total of 6 persons.
3. If the council is not agreeable to items 1 or 2 above then there should at the very least be a maximum amount of days per year that is allowable to be used as a motel. The current ordinance does not have a maximum. If an owner can make \$10,000 a month there is no incentive for that owner to stop their motel business, to continue to using some other property as their "primary residence" and put all of the burden on the neighbors.

If you do not agree with these additional requirements then at the very least I believe you should be bringing this up for the HMB residents to vote on, since I am certain the majority of HMB residents and home owners would agree with this language while at the same time we would be appealing the coastal commission. I believe we have over 3,300 single family homes in Half Moon Bay but in the survey Jill published we only received 175 responses. That tells me the survey is completely skewed and does not represent the HMB residents. Logically it would make sense that only folks that would be directly impacted by an STR ordinance, those like me that are facing constant issues with motel guests or more importantly those folks that feel they will lose their primary source of income, responded to the survey.

Our city is not like Santa Cruz that is truly a tourist stop. HMB is a gateway to the coast but we do not have an amusement park, museums, sports events, etc. HMB homeowners and residences never signed up to be living next to a commercial property such as a motel and would like to hear from all of the HMB residents.

Thanks

Ray Olson

213 Correas St

Half Moon Bay Ca. 94019

ORDINANCE NO. C-2021-_____
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY
AMENDING CHAPTER 18.06.025 “USE REGULATIONS” AND RELATED PROVISIONS OF THE
ZONING AND REVENUE AND FINANCE TITLES OF THE HALF MOON BAY MUNICIPAL CODE
RELATED TO SHORT-TERM VACATION RENTALS AND HOME OCCUPATIONS

THE CITY COUNCIL OF THE CITY OF HALF MOON BAY DOES ORDAIN AS FOLLOWS:

Section 1. Findings. The City Council of the City of Half Moon Bay hereby amends Chapter 18.06.025 “Use regulations” and related provisions of the Zoning and Revenue and Finance Titles of the Half Moon Bay Municipal Code related to Short-Term Vacation Rentals and Home Occupations (“Short Term Vacation Rental and Home Occupation Ordinance” or “Ordinance”). The City Council finds and declares as follows:

- a) The City of Half Moon Bay is located fully within the California Coastal Zone.
- b) The City of Half Moon Bay’s certified Local Coastal Program includes an implementation plan which is in part comprised of the Zoning Ordinance.
- c) Half Moon Bay is a highly desirable destination for coastal tourism. The City has nearly 600 existing rooms in hotel and motel establishments and over 200 campsites accommodating campers and recreational vehicles.
- d) Half Moon Bay also has the highest rate of employed residents who work from home in San Mateo County and home occupations are an important means of employment in the City.
- e) The City Council seeks to support lower-cost visitor serving uses, including accommodations, and coastal access pursuant to the California Coastal Act and its Local Coastal Program; while also providing opportunities for income generating uses in areas that are already developed.
- f) The City Council further seeks to protect neighborhood integrity.
- g) The City Council has identified affordable housing as a multi-year priority and directed that existing housing stock be preserved for residential use.
- h) More than one hundred short-term vacation rentals have operated within the city limits without benefit of compatible use regulations and registration requirements.
- i) Short-term vacation rental use has in some cases eliminated residential use of dwelling units and thereby reduced housing stock.
- j) The operation of some short-term vacation rentals has caused significant disruption within various neighborhoods and required repeated code enforcement efforts; however, absent compatible use regulations and registration requirements, enforcement has not always resulted in sustained improvement.

- k) City research of the short-term vacation rentals operating within the city limits concludes that short-term vacation rentals with direct oversight from the property owner and/or long-term tenant operate more compatibly within their surrounding neighborhood and tend to be lower-cost.
- l) Short-term vacation rentals and home occupations can be conducted so as to safeguard neighborhood integrity, promote coastal access, and protect coastal resources.
- m) Many other cities, including cities within the coastal zone, have implemented short-term vacation rental regulations by imposing a primary residence requirement to ensure better local oversight and neighborhood compatibility.
- n) The San Mateo County 21 Elements collaborative group supports housing policy in San Mateo County and has identified that primary residence requirements and disallowing short-term rental use of accessory dwelling units are effective regulations for preserving housing stock for residential use.
- o) The Ordinance is consistent with the California Coastal Act and Half Moon Bay's certified Local Coastal Land Use Plan which includes policies addressing the preservation of housing stock, short-term vacation rentals, and home occupations, specifically:

Policy 2-7. Housing Stock Preservation. Safeguard existing housing stock so that it is preserved and used as full-time housing through the establishment of programs and ordinances.

Policy 2-75. Home Occupations. Permit home occupations within residences for business types and activities that are compatible with the residential living environment and subservient to the primary residential use of each property. Establish performance standards in the IP for traffic, parking, noise, and other considerations with respect to home occupations.

Policy 2-76. Short-Term Rentals. Allow short-term rental businesses within the established neighborhoods. Short-term rental uses should be subordinate to primary residential uses such that residential units continue to be used for long-term residential occupancy. Establish land use regulations in the IP with performance standards necessary to protect coastal resources and the residential living environment of the neighborhoods, such as standards for property management, traffic, parking, noise, and trash. Short-term rental businesses shall pay transient occupancy tax to the City. Non-permanent housing such as for seasonal farmworker housing and short-term boarding for researchers and others employed or otherwise affiliated with agricultural uses are not short-term transient lodging facilities or uses and are not subject to transient occupancy tax.

- p) The Ordinance is further consistent with Half Moon Bay’s certified Local Coastal Land Use Plan which provides for accessory uses in residential development in substantially developed Planned Development areas including home occupations.
- q) The Ordinance is further consistent with the California Coastal Act and Half Moon Bay’s certified Local Coastal Land Use Plan, in that it includes mechanisms to ensure protection of coastal resources.
- r) The Ordinance is consistent with the City of Half Moon Bay certified Housing Element, which contains programs to preserve housing stock.

Section 2. Amendments. The following sections of the Municipal Code are amended as specified below and in Attachment A. Attachment A generally shows additions with underlined text and deletions with ~~strike-out text~~.

Municipal Code Provision	Action
Section 18.06.025	Amendments as shown in Attachment A
Section 18.02.040	Definitions show in Attachment A to be inserted in alphabetical order
Section 18.06.020	Amendments as shown in Attachment A
Section 18.07.020	Amendments as shown in Attachment A
Section 18.07.025	Amendments as shown in Attachment A
Section 18.08.020	Amendments as shown in Attachment A
Section 18.08.025	Amendments as shown in Attachment A
Section 18.15.025	Amendments as shown in Attachment A
Section 18.16.025	Amendments as shown in Attachment A
Section 18.16.030	Amendments as shown in Attachment A
Section 3.12.020	Amendments as shown in Attachment A

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 4. CEQA. The City Council finds that the Ordinance is exempt from CEQA under CEQA Guidelines sections 15305 (minor alterations to land use limitations) and 15061(b)(3) (common sense exemption). The City currently permits short-term vacation rentals and home occupations to operate in the City. Prior to restrictions resulting from the COVID-19 pandemic, approximately 80-100 short-term vacation rentals were operating in the City. The City would expect these short-term vacation rentals to return as pandemic-related restrictions ease. During COVID-19 restrictions, home occupations have likely increased. The proposed amendments restrict and regulate short-term vacation rental uses. Consequently,

a modest decrease in short-term vacation rental activity, as well as any related environmental effects, is reasonably anticipated as a result of these amendments. The amendments to the Home Occupation provisions do not involve a change in land use or density. As it can be seen with certainty that there is no possibility that the amendments may have a significant effect on the environment, the common sense exemption applies.

Section 5. Regular Reviews. In order to ensure monitoring and management of the potential depletion of housing stock and impacts on neighborhood integrity that may be caused by short-term vacation rentals, the City of Half Moon Bay shall evaluate the number of short-term rentals operating in each neighborhood and in the City as a whole six (6) months and twelve (12) months after certification of the Ordinance by the California Coastal Commission, and annually thereafter.

Section 6. Publication. The City Clerk of the City of Half Moon Bay is hereby directed to publish this Ordinance pursuant to Government Code section 36933.

Section 7. Effective date. This Ordinance shall take effect and be in force on the thirtieth (30th) day from and after its final passage and upon certification by the California Coastal Commission.

INTRODUCED at a regular meeting of the City Council of the City of Half Moon Bay, California, held on the ____ of _____, 2021.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Half Moon Bay, California, held on the ____ of _____, 2021, by the following vote:

Ayes, Councilmembers: _____
Noes, Councilmembers: _____
Absent, Councilmembers: _____
Abstain, Councilmembers: _____

ATTEST:

APPROVED:

Jessica Blair, City Clerk

Robert Brownstone, Mayor

ATTACHMENT A

Chapter 18.06 Residential Land Use (R-1, R-2, R-3)

18.06.025 Use regulations.

Additional regulations for permitted uses in each residential district shall be met for the following uses:

A. – E. [*Intentionally omitted. No changes to these subsections are proposed*]

F. Home Occupations. Home occupations are ~~permitted~~allowed in all residential districts and shall comply with the following:

1. ~~Eligible Employees~~Resident Only. ~~No one other than a r~~Residents of the dwelling and ~~one non-resident employee may~~shall be employed on site or report to work at the site of a home occupation. This ~~limitation~~prohibition also applies to independent contractors.
2. No Inconsistent Activity. There shall be no interior or exterior activity related to the home occupation that interferes with or is detrimental to residential use of adjacent property ~~inconsistent with or interfering with residential use of the property or detrimental to property in the vicinity.~~
3. Entirely Within. A home occupation shall be conducted entirely within a building, either the main residence or an accessory building, and shall occupy no more than five hundred square feet of floor area. No outdoor storage of materials or supplies shall be ~~allowed~~permitted in conjunction with the home occupation.
4. No Visibility. The existence of a home occupation shall not be apparent beyond the boundaries of the site, and no home occupation shall involve the use of a sign, nor the display of products visible from the street.
5. No On-site Retail. The home occupation shall not involve on-site retail business, interior or exterior alterations, nor construction features not normally found in dwellings. Retail business operating entirely by mail are permitted.
6. ~~No~~ Traffic. A home occupation shall not create pedestrian, automobile, or truck traffic detrimental to property in the vicinity. Visitor vehicle trips to the home occupation such as for customers, clients, vendors, or suppliers, are limited to one visitor vehicle at a time, with no more than two occurrences per day. Incidental traffic associated with deliveries may take place.
7. Parking. Parking shall be provided on site for any employee of the home occupation.
8. Non-Priority Use. Home occupations shall not be considered Coastal Act Priority Uses, as that term is defined in the Local Coastal Land Use Plan.

9. Business License Submittal Required. Prior to the issuance of a business license for a home occupation, the applicant shall submit to the community development director a written description of the operational characteristics of the proposed home occupation. The community development director shall determine that the proposed home occupation complies with the requirements of this section. Decisions of the community development director may be appealed to the planning commission by the applicant or by any interested party.

108. Violations/Complaints. ~~Violations of the provisions of this section or other city requirements shall be enforced according to Title 4 of the Municipal Code. In the event a complaint is received regarding a home occupation, the community development director shall refer the issue to the planning commission to review the operational characteristics of the use. Both the complaining party and the operator of the home occupation shall be notified of the time, place, and date of the planning commission meeting. In the event it is determined that the home occupation is detrimental to the neighborhood, the planning commission may impose any conditions necessary to maintain consistency with the provisions of this chapter.~~

G. Short-term vacation rentals. Short-term vacation rentals are allowed as accessory uses to residential dwelling units subject to this section:

1. Short-Term Vacation Rental Registration and Compliance Review Required. No person shall offer any short-term vacation rental unless the short-term vacation rental is registered and found to be in compliance with this chapter.

2. Application. Prior to operation of a short-term vacation rental, the operator shall submit an application that includes all of the following:

a. Name and contact information of the operator. All adults for whom the property is a permanent residence shall be listed as operator.

b. A written description of the proposed short-term vacation rental's compliance with this section on a form prepared by the community development director.

c. Site plan showing location of all existing buildings and location and dimensions of on-site parking.

d. Floor plan showing all rooms with each room labeled as to room type.

e. Description of rooms or dwelling unit to be used for the short-term vacation rental.

f. If the operator is not the property owner, the property owner's written consent to the short-term vacation rental use.

g. If the property is subject to a homeowner's association (HOA), the HOA's written consent to the short-term vacation rental use.

h. Proof of primary residence. The operator shall provide documentation that the property where the short-term vacation rental use is to be conducted is the operator's primary residence, if required by this section.

i. Consent to inspection. Consent to physical inspection(s) by City staff, contractors, or representatives for the purpose of verifying compliance with this Chapter during regular business hours (7:30 a.m. to 5:30 p.m.) or if in response to a complaint, regardless of the time. Consent to provide records of compliance to the City within one (1) week upon request.

j. Water use. For any renewal or registration of an existing short-term vacation rental, the operator shall provide documentation of the water use at the property for the prior year during the period in which the property was used as a short-term vacation rental.

k. Fee. The operator shall pay a registration fee prescribed by City Council resolution, no part of which shall be returnable to the operator. The City Council may establish fees that are different for initial registration of a new short-term vacation rental and renewals or registrations of existing short-term vacation rentals.

l. Additional materials as deemed necessary by the community development director.

3. Registration Requirements. The community development director shall register short-term vacation rentals that comply with all of the requirements of this Section 18.06.025 (G), including:

a. Building and Fire Code Inspection. There shall be no outstanding building, electrical, plumbing, fire, health, housing, police, or planning code violations or enforcement actions, including any notices of violation, notices to cure, orders of abatement, cease and desist orders, or correction notices related to the property on which the short-term vacation rental is to be located.

b. Indemnification. The property owner and any separate operator shall jointly and severally agree to indemnify, hold harmless and defend the City and its officials, employees, and agents from any and all liability, actions, claims, damages, costs and expenses, including reasonable attorney's fees and costs, which may be asserted by any person or entity arising from or related to the issuance of the short-term vacation rental registration or its operation.

c. Insurance. The operator shall file a certificate of insurance showing the maintenance of insurance in the amount appropriate to cover any liability of the operator for property damage and injuries to persons in connection with short-term vacation rental activities.

d. Business License. The operator shall obtain a City of Half Moon Bay business license.

e. Transient Occupancy Tax. Evidence of compliance with the provisions of transient occupancy tax, Chapter 3.12 including registration certificate. For short-term vacation rentals operating prior to the date of application, payment of all taxes, penalties, and interest due is also required.

f. Notification. The operator shall have notified neighbors within 100 feet of the short-term vacation rental property, posted a temporary sign for thirty (30) days on the property indicating intent to register as a short-term vacation rental. The notification and signage shall include the contact information of the responsible party designated to respond to a complaint pursuant to Section 18.06.025 (G)(5)(f).

g. Water Use. If the water use documentation demonstrates short-term vacation rental water use exceeding an average of 300 gallons per day, the operator shall include strategies to reduce water use to below an average of 300 gallons per day during the next year. If such strategies are ineffective, the registration shall not be renewed.

h. Compliance. The property on which the short-term vacation rental will be located has not had two (2) or more violations of the City's Municipal Code within the last twelve (12) months from registration submittal and has not been denied registration or had registration revoked within the preceding twelve (12) months. The operator has not had two (2) or more violations of the City's Municipal Code within the last twelve (12) months from registration submittal related to any short-term vacation rental, has not been denied registration for any other short-term vacation rental within the preceding twelve (12) months, and has not had a short-term vacation rental registration revoked at any time.

i. Nuisance. Operation of the short-term vacation rental would not a public nuisance or threat to the public health, safety, or welfare.

4. Registration Term. The initial short-term vacation rental registration is valid for one (1) year and renewable through an administrative review by the community development director thereafter, if in good standing. Registration renewals shall comply with subsection (3), except for the inspection and notification provisions. Registrations are not nontransferable to another property or operator.

5. Operation Requirements.

a. Residential Unit Type.

i. Single-family and residential condominium dwelling unit: One short-term vacation rental may operate as an accessory use to a single-family or residential condominium dwelling unit.

ii. Duplexes and triplexes: Short-term vacation rentals may operate from duplexes and triplexes under limited conditions as follows:

1. At least one unit within the duplex or triplex is the primary residence of the property owner; and

2. No more than one unit in a duplex or triplex may be registered and operated for short-term vacation rental use; and

3. The short-term vacation rental use of the duplex or triplex unit is limited to ninety (90) nights per year.

iii. Mixed-use development: In the Commercial-Downtown, Commercial-General, and Commercial-Visitor Serving Zoning Districts, in mixed-use developments with at least two dwelling units, no more than one unit may be registered and operated for short-term vacation rental use.

iv. Prohibited: Short-term vacation rentals may not operate from mobile homes, recreational vehicles, multi-family developments with four or more units, any mixed-use or residential development containing one or more units restricted to be affordable to lower income households, farmworker housing, accessory dwelling units except pursuant to Chapter 18.33, in the Open Space Reserve (OS-R) or Urban Reserve (U-R) zoning districts, or in the substantially undeveloped Planned Developments in Chapter 2 of the Land Use Plan.

b. Primary Residence. No dwelling unit shall be operated for short-term vacation rental use unless the dwelling is the primary residence of the operator. Short-term vacation rentals permitted to operate in the Commercial-Downtown, Commercial-General, or Commercial-Visitor Serving Zoning District pursuant to subsection (a)(i) or (a)(iii) are exempt from this primary residence requirement.

c. Maximum Number of Short-Term Vacation Rentals per Operator. The maximum number of short-term vacation rentals per operator within the city limits is one.

d. Maximum Number of Short-Term Vacation Rentals per Site. The maximum number of short-term vacation rentals is one per assessor's parcel number, one short-term vacation rental per residential condominium dwelling unit, or one short-term vacation rental per site developed with a duplex or triplex. An operator may register different areas of a site for use as a short-term vacation rental, but only one short-term vacation rental may be operated at a time.

e. Maximum Number of Rental Agreements. Only one rental agreement may be in effect for a short-term vacation rental at any one time.

f. Responsible Party. All operators shall designate a local contact person; who, if designated to act as such, shall meet all of the following minimum qualifications:

i. Be available twenty-four hours per day and seven days per week when the short-term vacation rental is in operation; and

ii. Be accessible and able to respond in person at the short-term vacation rental within a reasonable time (approximately twenty (20) minutes) to any complaint regarding the condition, operation, or conduct of occupants of the dwelling; and

iii. Be responsive to take remedial action necessary to resolve any violations of the requirements of this section. A responsible party may be the property owner, operator, or the operator's agent.

g. Maximum Overnight Occupancy. Overnight occupancy for short-term vacation rentals shall be limited to two (2) persons per bedroom, up to a total of eight (8) occupants. Children twelve (12) and under shall not be counted against the occupancy limits.

h. Record Keeping. The operator shall retain records documenting the compliance with this section for a period of three (3) years after any short-term vacation rental, including, but not limited to, records indicating the history of all short-term vacation rental reservations on the subject property from the hosting platform or otherwise, records indicating the payment of any and all transient occupancy taxes, length of stay per reservation, and number of persons per reservation. Upon reasonable notice, the operator shall provide any such documentation to the City.

6. Performance Standards. There shall be no interior or exterior activity related to the short-term vacation rental that interferes with or is detrimental to residential use of adjacent property. The following performance standards apply to short-term vacation rentals:

a. Notification of City Registration. The operator shall ensure that all advertising, including, but not limited to, in any written publication or on any online website, or any other medium that lists or offers the availability or existence of the short-term vacation rental property, includes the city-issued short-term vacation rental registration number.

b. Notification of City Requirements. The operator shall prepare a manual of City requirements and standards for short-term vacation rentals. The operator shall provide the manual to all guests in conjunction with any booking as well as prominently displayed in the short-term vacation rental. The manual shall include the contact information for the responsible party and standard language available from the community development director.

c. No Visibility. The existence of a short-term vacation rental shall not be apparent beyond the boundaries of the site, and no short-term vacation rental shall involve the use of a sign, nor the display of products visible from the street.

d. Traffic. A short-term vacation rental shall not create pedestrian, automobile, or truck traffic detrimental to property in the vicinity or neighborhood parking impacts. The property address shall be clearly marked.

e. Parking. The maximum number of vehicles allowed overnight at the short-term vacation rental shall be limited to one (1) vehicle per one-bedroom unit, two (2) vehicles per two- or three-bedroom unit, and one (1) additional vehicle per bedroom for four or more bedrooms. On-site parking spaces shall be provided for at least fifty percent of the maximum allowed number of vehicles (half spaces shall be rounded down). No vehicles shall be used for overnight occupancy. Parking exceptions may be considered by the planning commission subject to Section 18.36.085; provided that the planning commission shall consider whether a prior parking exception was previously granted for the property. In the Commercial-Downtown zoning district, exceptions must also comply with Section 18.07.045.

f. Noise Limits. All short-term vacation rental use shall be required to follow the following standards set forth in Chapter 9.23.

g. Building and Fire Codes. All properties on which short-term vacation rental use is occurring shall remain compliant with all applicable building and fire codes.

h. State and Local Laws and Orders. All short-term vacation rental use shall comply with all applicable state and local laws and orders, including any public health order.

i. Special Events. Short-term vacation rentals shall not be concurrently used for any commercial purpose (such as a corporate retreat or conference) or any event that is likely to result in a violation of traffic, parking, noise, or other standards regulating the residential use and character of the neighborhood. Such events include most weddings, concerts, and parties. Home occupations conducted by the primary resident compliant with Section 18.06.025 (F) are allowed provided that parking and all other requirements for both the short-term vacation rental and the home occupation are met.

j. Trash and Recycling Management. Short-term vacation rental use shall comply with trash and recycling requirements and scheduled solid waste pick-up days at least once per week. Trash and recycling containers shall be located to be readily accessible for servicing, but shall not be placed within the limits of any street, road, avenue, way, alley, public place or any other places as to constitute a nuisance.

7. Non-Priority Use. Short-term vacation rentals shall not be considered Coastal Act Priority Uses, as that term is defined in the Local Coastal Land Use Plan.

8. Hosting Platform Regulations.

a. Record Keeping. Hosting platforms shall retain records documenting the compliance with this Section for a period of three (3) years after any short-term vacation rental, including, but not limited to, records indicating the history of all short-term vacation rental reservations on the subject property from the hosting platform, the payment of any and all transient occupancy taxes (including via a hosting platform on behalf of a host), the length of stay per reservation, and the number of persons per reservation.

b. Registration Required for Platform Listings. Hosting platforms shall be required to prompt hosts to include the City-issued registration number in their listing(s), in a format designated by the City. Upon notice from the City that a listing is non-compliant, hosting platforms shall cease any short-term vacation rental booking transactions for said listing(s) within five business days. A hosting platform shall not complete any booking transaction for any residential property or unit subject to a City notice, until notified by the City that the residential property or unit is in compliance with the local registration requirement.

c. Safe Harbor. A hosting platform operating exclusively on the Internet, which operates in compliance with subsections (a) and (b) shall be presumed to be in compliance with this Chapter.

d. The provisions of this section shall be interpreted in accordance with otherwise applicable State and Federal law(s) and will not apply if determined by the City to be in violation of, or preempted by, any such law(s).

9. Revocation.

a. Revocation of registration. A short-term vacation rental registration may be revoked for the following reasons:

i. That the registration was obtained by misrepresentation, false statement or fraud;

ii. That the short-term vacation rental activity is being conducted in violation of local or state law;

iii. That two (2) violations of the Municipal Code have occurred on the property on which the short-term vacation rental is located within the preceding twelve (12) months;

iv. That the short-term vacation rental activity has caused or is causing a serious threat to human health or public safety; or

v. That consent to an inspection is not provided.

vi. As used in this section 18.06.025, the term “violation” shall mean any violation of the Municipal Code, as evidenced by a City-issued

citation, unresolved notice of violation, unresolved cease-and-desist order, or other appropriate documentation. Each unique violation of the Municipal Code shall constitute one (1) violation.

b. Process: In any case where substantial evidence indicates that the conditions in subsection (a) exist, revocation proceedings shall occur as follows:

i. The City Manager or his or her designee may issue either a notice of pending revocation or a notice of suspension pending revocation, the latter of which shall require immediate suspension of all short-term vacation rental activity pending a final determination regarding revocation. Any notice of suspension shall explain why the short-term vacation rental activity presents an immediate, serious threat to human health or public safety. The notice shall detail the grounds for potential revocation of the permit and allow thirty calendar (30) days for submission of a written statement and/or supporting documentation disputing such grounds.

ii. The City Manager's or his or her designee's determination shall be made not more than thirty calendar (30) days after the deadline for submittal of documentation provided on the notice.

iii. All notices and determinations shall be mailed to the operator, the property owner (if applicable), and the responsible party.

iv. The community development director is authorized to issue administrative guidelines to further define procedures for making revocation determinations.

c. Appeals: If the registration is revoked, the operator shall have the right to appeal the decision as follows:

i. The appellant must file a notice of appeal with the City Clerk within fourteen (14) calendar days of the date of the revocation decision.

ii. The matter shall be scheduled for hearing before an independent hearing officer selected by the City Manager or his or her designee no more than thirty (30) calendar days from the receipt of the appeal.

iii. The appellant shall be served with notice of the time and place of hearing, as well as any relevant materials, at least seven calendar days prior to the hearing.

iv. The hearing may be continued from time to time upon mutual consent. At the time of the hearing, the appealing party and the City Manager or his or her designee may present such relevant evidence as

he or she may have relating to the determination from which the appeal is taken.

v. Based upon the submission of such evidence and the review of the city's files, the hearing officer shall issue a written notice and order upholding, modifying or reversing the determination from which the appeal is taken. The notice shall be given within a reasonable time after the conclusion of the hearing and shall state the reasons for the decision. The notice shall be mailed to appellant, and if different from the appellant, the operator, the property owner, and the responsible party. The notice shall specify that the decision is final and subject only to judicial review in accordance with law.

10. Violations. Violations of the provisions of this chapter, or other city requirements shall be enforced according to Title 4 of the Municipal Code.

11. Existing Short-Term Vacation Rentals.

a. Short-term vacation rentals in operation for at least three (3) months at the time of the effective date of this ordinance and in compliance with all previously existing City regulations, including payment of transient occupancy tax ("Existing STVRs"), shall have six (6) months from the effective date of this Ordinance to register.

b. Existing STVRs shall have one (1) year from the effective date of this Ordinance to come into compliance with the primary residence requirement.

c. Discontinued use for six (6) or more months for an Existing STVR shall result in disqualification from these provisions.

GH. Parking Areas. Surfaced parking areas to support commercial uses adjacent to residential districts may be approved by use permit. Any such support parking area shall be subject to review and recommendations by any city council appointed advisory committee or commission prior to consideration by the planning commission of a use permit application.

HI. Swimming Schools. Swimming schools may be approved by use permit in R-1 and R-2 districts on sites having a minimum of six thousand square feet.

IJ. Commercial Filming. Commercial filming is permitted in all residential districts upon securing all necessary permits and licenses required by this code.

JK. Personal Property Sales. Personal property sales such as garage sales are limited to a maximum of three weekends per calendar year for each site in the R-1 districts and per dwelling unit in the R-2 and R-3 districts.

KL. Construction Trailer. For purposes of this section, a construction trailer is defined as a mobile or temporary office facility for the use of the contractor during the construction of a residential structure or structures. The construction trailer shall be removed from the site

within ten days of issuance of a certificate of occupancy or the final building inspection, whichever occurs first. The construction trailer may be converted to a sales office upon approval of a use permit in each case.

LM. Large family day care is allowed incidental to a residential use in all residential zoning districts subject to a determination by the community development director that the large family day care conforms to all of the following:

1. Concentration of Uses. No more than one large family day care shall be permitted within three hundred linear feet of the property line of any existing large family day care.
2. Parking. On-site parking beyond that required for the residential use shall not be required.
3. Passenger Loading. In addition to available on-street loading, a minimum of one passenger loading space shall be provided on the site during pick-up and drop-off periods.
4. Noise. Operation of a large family day care shall conform to the noise limitations of Chapter 9.23.
5. Screening of Outdoor Play Areas. A solid fence in conformance with the requirements of this chapter shall be provided to screen outdoor play areas located in the rear yard.
6. Residency. The operator of a large family day care must be a full-time resident of the dwelling unit in which the day care is located.
7. Garage. No portion of a garage providing "required" parking shall be utilized for the day care.
8. Fire and Building Code Requirements. Large family day care shall conform to the requirements of the State Fire Marshall.
9. State and Other Licensing. Large family day care shall be state licensed and operated according to all applicable state and local regulations.

Chapter 18.02 Definitions

Section 18.02.040 Definitions

The following definitions shall be inserted in alphabetical order:

“Hosting Platform” means a person, legal entity, or an association of individuals that provide a means, which may or may not be internet-based, through which a short-term vacation rental is offered to the public, in exchange for a fee or other compensation. A hosting platform generally has the following attributes: allows a host to advertise a short-term vacation rental, and provides a means to arrange and enter into agreements to occupy short-term vacation rentals, whether payment of rent is made directly to the host or through the hosting platform.

“Primary residence” means residential property at which a person resides a majority of the time, carries on basic living activities, and the place he or she usually returns to, in the event of travel. Evidence, such as motor vehicle registration, voter registration, a homeowner’s exemption on the property tax bill or other similar documentation, may be required by the City to determine whether the property is the primary residence.

“Short-term vacation rental” means a residential or mixed-use property that contains a dwelling unit or habitable portion thereof that is offered for hire for transient occupancy for periods of thirty days or less as a use that is incidental to the principal residential use of a dwelling unit or property. Non-permanent housing such as for seasonal farmworker housing and short-term boarding for researchers and others employed or otherwise affiliated with agricultural uses are not short-term transient lodging facilities.

Chapter 18.06 Residential Land Use (R-1, R-2, R-3)

Section 18.06.020 Schedule of Uses.

Table A-4 is amended as follows:

Table A-4

SCHEDULE OF ACCESSORY USES

Accessory Uses	Allowed by Zoning	With a Use Permit	Additional Regulations
Accessory dwelling units	All R		
<u>Home occupation</u>	<u>All R</u>		
<u>Short-term vacation rental</u>	<u>All R</u>		

Chapter 18.07 Commercial Land Use (C-D, C-R)

Section 18.07.020 Permitted Uses.

Table 18.07.020E is amended as follows:

Table 18.07.020E

ACCESSORY USES

C-D Commercial-downtown zoning district

C-R Commercial-residential zoning district

C-D (Heritage Main Street) commercial-downtown zoning district–Main Street between Pilarcitos Creek and Correas Street, first fifty feet of frontage depth on ground floor

OK = Allowed without permit

UP = Use permit required

NO = Not allowed

UPCC = Use permit required under certain circumstances

CDD = Requires community development director determination if use qualifies as active ground-floor dependent use or as ancillary to a permitted use

Key	Accessory Uses	C-D Zoning	C-R Zoning	C-D Heritage Main Street
E-1	Accessory Use or Structure	OK	OK	CDD
E-2	Accessory Dwelling Unit	OK	OK	OK
E-3	Mixed Commercial and Residential	UP	UP	OK
<u>E-4</u>	<u>Home Occupation</u>	<u>OK</u>	<u>OK</u>	<u>NO</u>
<u>E-5</u>	<u>Short-Term Vacation Rental</u>	<u>OK</u>	<u>OK</u>	<u>NO</u>

Section 18.07.025 Use regulations.

Subsection E is amended as follows:

E. Accessory Uses.

E-1 Accessory Use or Structure. Accessory uses and structures are permitted when they are incidental to the principal permitted or conditionally permitted use or structure on a site and are customarily found on the same site. Accessory uses to a residential use would include home occupations and garage sales. Accessory uses for retail or office uses would include storage incidental to a permitted use. Accessory structures such as garages or storage and maintenance sheds are permitted. For uses in the first fifty feet of frontage depth on the ground floor of Heritage Main Street, accessory uses or structures shall be ancillary to a permitted use on Heritage Main Street.

E-2 Accessory Dwelling Unit. No additional regulations specified.

E-3 Mixed Commercial and Residential. No additional regulations specified.

E-4 Home Occupation. Home occupations are allowed subject to the requirements of Section 18.06.025 (F).

E-5 Short Term Vacation Rentals. Short-Term Vacation Rentals are allowed subject to the requirements of Section 18.06.025 (G).

Chapter 18.08 Commercial Land Use (C-VS, C-G)

Section 18.08.020 Permitted Uses.

Table 18.08.020E is amended as follows:

Table 18.08.020E

ACCESSORY USES

C-VS Visitor-serving commercial zoning district

C-G General commercial zoning district

OK = Allowed without permit

UP = Use permit required

NO = Not allowed

UPCC = Use permit required under certain circumstances

Key	Accessory Uses	C-VS Zoning	C-G Zoning
E-1	Accessory Use or Structure	OK	OK
E-2	Accessory Dwelling Unit	OK	OK
E-3	Mixed Commercial and Residential	UP	OK
<u>E-4</u>	<u>Home Occupations</u>	<u>OK</u>	<u>OK</u>
<u>E-5</u>	<u>Short-Term Vacation Rentals</u>	<u>OK</u>	<u>OK</u>

Section 18.08.025 Use regulations.

Subsection E is amended as follows:

E. Accessory Uses.

E-1 Accessory Use or Structure. Accessory uses and structures are permitted when they are incidental to the principal permitted or conditionally permitted use or structure on a site and are customarily found on the same site. Accessory uses to a residential use would include home occupations and garage sales. Accessory uses for retail or office uses would include storage incidental to a permitted use. Accessory structures such as garages or storage and maintenance sheds are permitted.

E-2 Accessory Dwelling Unit. No additional regulations specified.

E-3 Mixed Commercial and Residential. No residential uses are permitted as part of mixed-use development in the C-VS district unless ancillary to a permitted use and upon the approval of a use permit in each case. In the C-G district, no additional regulations specified.

E-4 Home Occupation. Home occupations are allowed subject to the requirements of Section 18.06.025 (F).

E-5 Short Term Vacation Rentals. Short-Term Vacation Rentals are allowed subject to the requirements of Section 18.06.025 (G).

Chapter 18.15 Planned Development Land Use (PUD)

18.15.025 Permitted land uses.

Only the following uses shall be permitted on any site within a planned unit development district:

A. Uses Consistent with the General Plan, Adopted Planned Unit Development Plan, Specific Plan or Precise Plan. Permitted uses, densities, and intensities shall be consistent with those established in the land use plan, general plan or an approved planned unit development plan or specific plan, for the site.

B. Continuation of Existing Uses. The continuation of an existing land use prior to the adoption of a planned unit development plan as provided for in this chapter may be incorporated into the overall development plan if the existing use is consistent with the general plan and this chapter, or the existing use shall terminate in accordance with a specific abatement schedule approved as a part of a planned unit development plan for the site.

C. Interim or Temporary Uses. Interim or temporary uses and structures when approved by the community development director or the planning commission when consistent with the general plan and will not impact the health, safety, and general welfare of persons working or residing in the vicinity of the proposed temporary use or building, and any other ordinances or policies of the city, subject to the following conditions:

1. Temporary Uses and Structures Not to Exceed Ninety Days. The community development director may authorize the temporary use of structures and land in any planned unit development district for a period of time not to exceed ninety days. Prior to taking action on a request for temporary uses and/or structures, the community development director shall inform the planning commission and any other party requesting such information of the request. The action of the community development director may be appealed pursuant to the provisions of Section 18.22.200.

2. Temporary Uses and Structures in Excess of Ninety Days. The planning commission may authorize the temporary use of structures or land in any planned unit development district for periods of time in excess of ninety days, subject to the review and approval of a use permit in each case. In approving a use permit for the temporary use of structures or land, the planning commission may impose whatever conditions deemed necessary to assure that the purpose and intent of the general plan and this chapter are carried out. The use permit shall establish a specific point in time when the temporary use is to be terminated and the site restored. The planning commission may authorize additional extensions of time for temporary use permits at a duly noticed public hearing.

D. Home Occupations. Home occupations are allowed subject to the requirements of Section 18.06.025 (F).

E. Short Term Vacation Rentals. Short-Term Vacation Rentals are allowed subject to the requirements of Section 18.06.025 (G).

Chapter 18.16 Dykstra Ranch

18.16.025 Permitted uses.

The following uses are permitted within the Dykstra Ranch planned unit development:

- A. Single-family residences on separate lots;
- B. Accessory uses which are directly related to and incidental to the primary residential use of the property, including but not limited to living quarters for persons employed as service to the residents;
- C. Public parks and recreational facilities as shown on the Dykstra Ranch planned unit development plan;
- D. Private parks and open space as shown on the Dykstra Ranch planned unit development plan;
- E. Community centers, tennis courts, and other private recreational facilities owned and operated by the homeowners association for the use and enjoyment of the residents;
- F. Public utility structures and facilities required for the service of the development;
- G. Temporary sales centers, construction yards and structures, signs and other facilities required for the development and marketing of the property. All signs and any temporary structures or construction yard sites intended to exist for more than one year shall be subject to the approval of the community development director;
- H. Home occupations are allowed subject to the requirements of Section 18.06.025 (F).
- I. Short-Term Vacation Rentals are allowed subject to the requirements of Section 18.06.025 (G).
- JH. Other uses which in the opinion of the community development director are consistent with the intent and purpose of this planned unit development plan.

18.16.030 Prohibited uses.

Any retail, office, or commercial activity or use is prohibited in the Dykstra Ranch planned unit development, ~~including any home occupation that would require deliveries to the residence, or any employees, patrons, visitors to the residence with the express intent of participating in the business activity.~~

Chapter 3.12 Transient Occupancy Tax

Section 3.12.020 Definitions

Subsection A is amended as follows:

A. "Hotel" means any structure or facility, or any portion of any structure or facility, which is occupied or intended or designed for occupancy by transients for dwelling, lodging or sleeping purposes, and includes any hotel, inn, tourist home or house (including any short-term vacation rental), motel, studio hotel, bachelor hotel, lodging house, rooming house, apartment house, dormitory, public or private club, mobile home or house trailer at a fixed location, campground or other similar structure or facility, or portion thereof, wherein overnight accommodations are offered for hire.

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **August 17, 2021**

TO: Honorable Mayor and City Council

VIA: Bob Nisbet, City Manager

FROM: Catherine Engberg, City Attorney

TITLE: **COUNCIL COMPENSATION INCREASE**

RECOMMENDATION:

Conduct a public hearing, waive first reading, and introduce an ordinance amending the Half Moon Bay Municipal Code to increase Councilmember salary.

FISCAL IMPACT:

Councilmember salaries would increase 30 percent (from \$735/month to \$955.50/month) in January 2023.

There is no fiscal impact in FY 2021-2022 or FY 2022-2023 because Government Code section 36516.5 provides that salary increases may take effect only when at least one Councilmember commences a new term of office. Therefore, if adopted, the Councilmember salary increase would not go into effect until January 2023, following the next municipal election in November 2022. The chart below explains the current annual salary and the proposed annual salary.

	Monthly	Annual	x 5 Councilmembers
Current Salary	\$735	\$8,820	\$44,100
Proposed Salary	\$955.50	\$11,466	\$57,330

Once effective, annual salary expenditures, which will be paid out of the General Fund, would increase by \$13,230, to a total amount of \$57,330.

BACKGROUND:

The salary of Half Moon Bay City Councilmembers is controlled by Government Code 36516(a), which allows a city council to establish a salary, by ordinance, up to a ceiling determined by the population. For cities up to and including 35,000 in population (like Half Moon Bay), the salary approved by ordinance may be up to 300 dollars per month.¹ That salary may be increased by ordinance or amendment, but the increase may not exceed an amount equal to 5 percent for

¹ Government Code § 36516(a)(2)(A).

each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or last amendment was enacted.² The Attorney General has opined that the 5 percent increase is non-compounded (5 percent times the number of years since the last salary adjustment).³

Any amounts a City pays for retirement, health and welfare, and federal social security benefits for Councilmembers is not included in determining salary, nor is any amount paid as reimbursement to a councilmember for actual and necessary expenses (pursuant to Government Code section 36414.5).⁴ Councilmembers may waive any or all of their compensation.⁵ Finally, any increase in salary may take effect only when at least one member of the council commences a new term.⁶

COUNCIL COMPENSATION IN HALF MOON BAY

In 1987, pursuant to Government Code Section 36516, the City Council of the City of Half Moon Bay enacted an ordinance establishing a Councilmember salary of three hundred dollars (\$300.00) per month. The salary ordinance was modified in 2015 to replace “Councilmen” with “Councilmember,” but salary was not adjusted in that amendment. Councilmembers do not receive any retirement or health benefits.

On October 18, 2016, the City Council discussed Councilmember salary and gave direction to staff to return with an ordinance adjusting Councilmember salary 145 percent (29 years x 5 percent per year = 145 percent) to \$735/month ($\$300 \times 145 \text{ percent} = \435 ; $\$300 + \$435 = \$735$), pursuant to the 5 percent annual adjustment provisions of Government Code Section 36516(a)(4). On November 15, 2016, the City Council conducted a public hearing and adopted an ordinance amending the Half Moon Bay Municipal Code to increase Councilmember salary accordingly. The salary increase went into effect in January 2017, when newly elected councilmembers took office, pursuant to Government Code section 36516.5.

DISCUSSION:

This item proposes consideration of Council salary adjustments. Any salary increase would not go into effect until January of 2023 pursuant to Government Code section 36516.5. The last salary increase was effective in January 2017, meaning that it will have been 6 years since the last adjustment in salary went into effect. Accordingly, staff proposes a 30 percent increase in Councilmember salary (6 years x 5 percent per year = 30 percent) resulting in a new salary of \$955.50 per month ($\$735 \times 30 \text{ percent} = \220.50 ; $\$735 + \$220.50 = \$955.50$) pursuant to the 5 percent annual adjustment provisions of Government Code section 36516(a)(4).

² Government Code § 36516(a)(4).

³ 89 Ops.Cal.Atty.Gen. 159 (2006).

⁴ Government Code § 36516(d e).

⁵ Government Code § 36516(f).

⁶ Government Code § 36516.5.

ATTACHMENT:

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY AMENDING THE HALF MOON BAY MUNICIPAL CODE TO INCREASE COUNCILMEMBER SALARY

ORDINANCE NO. C-2021-_____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY AMENDING THE
HALFMOON BAY MUNICIPAL CODE TO INCREASE COUNCILMEMBER SALARY**

THE CITY COUNCIL OF THE CITY OF HALF MOON BAY DOES ORDAIN AS FOLLOWS:

Section 1. Findings.

WHEREAS, in 1987, pursuant to Government Code section 36516, the City Council of the City of Half Moon Bay enacted an ordinance establishing Councilmember salary of three hundred dollars (\$300.00) per month; and

WHEREAS, on October 18, 2016, the City Council of the City of Half Moon Bay gave direction to staff to return with an ordinance adjusting Councilmember salary pursuant to section 36516(a)(4) for the previous twenty-nine (29) years where no adjustment had been made;

WHEREAS, on November 15, 2016, the City Council adopted an ordinance amending the Half Moon Bay Municipal Code to increase Councilmember salary from \$300 per month to \$735 per month, which became operative in January 2017; and

WHEREAS, Government Code Section 36516(a)(4) provides that the salary of Councilmembers may be increased in an amount equal to 5 percent for each calendar year from the operative date of the last adjustment to Councilmember salary; and

WHEREAS, Government Code Section 36516.5 provides that any increase in salary may take effect only when at least one member of the council commences a new term, accordingly, any increase will become operative in January 2023; and

NOW THEREFORE, it is the intent of the City Council in enacting this ordinance to increase Councilmember salary as permitted by law.

Section 2. Amendment to Half Moon Bay Municipal Code.

Half Moon Bay Municipal Code Section 2.04.030 is hereby amended as follows [additions in underline and deletions in ~~striketrough~~]:

“Pursuant to Government Code § 36516, each councilmember shall receive a salary of ~~seven hundred thirty-five~~ nine hundred fifty-five dollars and fifty cents (~~\$735.00~~) (\$955.50) per month on about the last day of the month for which services were performed.”

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this

Ordinance The City Council hereby declares that it would have passed this Ordinance and adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 4. Publication. The City Clerk of the City of Half Moon Bay is hereby directed to publish this Ordinance, or the title hereof as a summary, pursuant to Government Code Section 36933, once within fifteen (15) days after its passage in the Half Moon Bay Review, a newspaper of general circulation published in the City of Half Moon Bay.

Section 5. Effective Date. This Ordinance shall take effect on the thirtieth (30th) day from and after its final passage, and shall become operative on January 1, 2023 pursuant to Government Code section 36516(a)(4).

INTRODUCED at a regular meeting of the City Council of the City of Half Moon Bay, California, held on the 17th day of August, 2021.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Half Moon Bay, California, held on the _day of _____, 2021, by the following vote:

Ayes, Councilmembers:

Noes, Councilmembers:

Absent, Councilmembers:

Abstain, Councilmembers:

ATTEST:

Jessica Blair, City Clerk

Robert Brownstone, Mayor

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **August 17, 2021**

TO: Honorable Mayor and City Council

VIA: Bob Nisbet, City Manager

FROM: Matthew Chidester, Deputy City Manager
Corie Stocker, Management Analyst

**TITLE: SAN MATEO COUNTY LOCAL MULTIJURISDICTIONAL HAZARD MITIGATION PLAN
2021**

RECOMMENDATION:

Adopt a resolution adopting Volume One and the City of Half Moon Bay's Annex in Volume Two of the San Mateo County Local Multijurisdictional Hazard Mitigation Plan of 2021.

FISCAL IMPACT:

There is no estimated cost associated with this recommendation. If accepted, the Plan may make the City eligible for Federal and State funding and certain grant opportunities.

STRATEGIC ELEMENT:

This action supports all elements of the Strategic Plan.

BACKGROUND:

Hazard Mitigation Planning for the San Mateo County Planning Area:

In January 2021, a coalition of San Mateo County planning partners embarked on a planning process to prepare for and lessen the impacts of specified natural hazards. Responding to federal mandates in the Disaster Mitigation Act of 2000 (Public Law 106-390), the partnership was formed to pool resources and create a uniform hazard mitigation strategy that can be consistently applied to the defined planning area and used to ensure eligibility for specified grant funding sources.

The 37-member planning partnership that completed this plan update process includes:

- San Mateo County
- Town of Atherton
- City of Belmont
- City of Brisbane
- City of Burlingame
- Town of Colma
- City of Daly City
- City of East Palo Alto

- City of Foster City
- City of Half Moon Bay
- Town of Hillsborough
- City of Menlo Park
- City of Millbrae
- City of Pacifica
- Town of Portola Valley
- City of Redwood City
- City of San Bruno
- City of San Carlos
- City of San Mateo
- City of South San Francisco
- Town of Woodside
- Coastside Water District
- Colma Fire Protection District
- Highlands Recreational District
- Jefferson Union High School District
- Menlo Park Fire Protection District
- Mid-Peninsula Regional Open Space District
- Mid-Peninsula Water District
- Montara Water and Sewer District
- North Coast Water District
- San Mateo Community College District
- San Mateo County Flood and Seal Level Rise Resiliency District
- San Mateo County Harbor District
- San Mateo County Office of Education
- San Mateo Resource Conservation District
- Westborough Water District
- Woodside Fire Protection District

The planning area for the hazard mitigation plan encompasses all of San Mateo County. The result of the organizational efforts has been to produce a Federal Emergency Management Agency (FEMA) and the California Governor’s Office of Emergency Services (Cal OES) approved multi-agency multi-hazard mitigation plan.

Mitigation is defined in this context as any sustained action taken to reduce or eliminate long-term risk to life and property from a hazard event. Mitigation planning is the systematic process of learning about the hazards that can affect the community, setting clear goals, identifying appropriate actions, and following through with an effective mitigation strategy. Mitigation encourages long-term reduction of hazard vulnerability and can reduce the enormous cost of disasters to property owners and all levels of government. Mitigation can also protect critical community facilities, reduce exposure to liability, and minimize post-disaster community disruption.

The hazard identification and profiling in the hazard mitigation plan addresses the following natural hazards considered to be of significant importance within the San Mateo County planning area:

- Climate Change
- Dam Failure
- Drought
- Earthquake
- Flood

- Landslide and Other Mass Movements
- Sea Level Rise
- Severe Weather / Extreme Weather
- Tsunami
- Wildfire

San Mateo County Department of Emergency Services secured funding for developing the hazard mitigation plan and was the lead coordinating agency for this multi-jurisdictional effort. All participating local jurisdictions have been responsible for assisting in the development of the hazard and vulnerability assessments and the mitigation action strategies for their respective jurisdictions and organizations. The plan presents the accumulated information in a unified framework to ensure a comprehensive and coordinated plan covering all planning partners within the San Mateo County Planning Area. Each jurisdiction has been responsible for the review and approval of their individual sections of the plan.

The plan was prepared in accordance with the Cal OES Local Hazard Mitigation Plan and FEMA preparation guidelines.

The plan update process was overseen by a 13-member, stakeholder Steering Committee. The Steering Committee is composed of representative stakeholders from within the planning area and is an established committee that was leveraged for this planning process. In addition, residents were asked to contribute by sharing local knowledge of their individual area's vulnerability to natural hazards based on past occurrences. Public involvement has been solicited via a multi-media campaign that included public meetings, web-based information, questionnaires, and progress updates via the news media.

The plan can be viewed online at cmo.smcgov.org/2021-multijurisdictional-lhmp

DISCUSSION:

Why adopt this Plan?

Once the hazard mitigation plan has been approved by Cal OES and FEMA and adopted by all the jurisdictional partners, the partnership will collectively and individually become eligible to apply for hazard mitigation project funding from the suite of grant programs under FEMA's Hazard Mitigation Assistance (HMA) program. The Plan needs to be adopted as the final step in the process.

Where do we go from here?

Once Cal OES and FEMA have approved the Plan (APA – Approval Pending Adoption), each jurisdiction will need to adopt Volume 1 and respective annex by governing body resolution to be eligible to apply for funding sources including grants.

Grant funds are made available to local governments and states and can be used to implement the various hazard mitigation measures specified in the respective annexes. The Hazard Mitigation Plan is considered a living document, such that as awareness of additional hazards develop and new strategies and projects are conceived to offset or prevent loss due to natural hazards, the Plan will be evaluated and revised on an annual basis during the 5-year plan timeframe.

As a living document, the hazard mitigation plan information can be integrated and used in conjunction with other emergency and related plans, such as Emergency Operations Plans (EOPs).

ATTACHMENTS:

1. Resolution adopting Volume One and City of Half Moon Bay's Annex in Volume Two of the San Mateo County Local Multijurisdictional Hazard Mitigation Plan of 2021
2. Volume 2b, Section 10-Half Moon Bay Annex
3. Volume One-Planning-Area-Wide Elements – ([Volume One LHMP](#))

RESOLUTION NO. C-2021-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY ADOPTING VOLUME ONE AND THE CITY OF HALF MOON BAY'S ANNEX IN VOLUME TWO OF THE SAN MATEO COUNTY LOCAL MULTIJURISDICTIONAL HAZARD MITIGATION PLAN OF 2021

WHEREAS, all of San Mateo County has exposure to natural hazards that increase the risk to life, property, environment, and the County's economy; and

WHEREAS, pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and

WHEREAS, The Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre-and post-disaster hazard mitigation programs; and

WHEREAS, a coalition of San Mateo County stakeholders with like planning objectives has been formed to pool resources and create consistent mitigation strategies to be implemented within each partners identified capabilities, within the San Mateo County Planning Area; and

WHEREAS, the coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating, and revising this strategy.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Half Moon Bay:

- 1.) Adopts in its entirety, Volume I and the City of Half Moon Bay annex in Volume II of the San Mateo County Local Multijurisdictional Hazard Mitigation Plan.
- 2.) Will use the adopted and approved portions of the Hazard Mitigation Plan to guide pre-and post-disaster mitigation of the hazards identified.
- 3.) Will coordinate the strategies identified in the Hazard Mitigation Plan with other planning programs and mechanisms under its jurisdictional authority.
- 4.) Will continue its support of the on-going countywide mitigation efforts and continue to participate in the Planning Partnership as described by the Hazard Mitigation Plan.
- 5.) Will help to promote and support the mitigation successes of all Planning Partners.

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 17th day of August 2021 by the City Council of Half Moon Bay by the following vote:

AYES, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:
ABSTAIN, Councilmembers:

ATTEST:

Jessica Blair, City Clerk

APPROVED:

Robert Brownstone, Mayor

10. CITY OF HALF MOON BAY

10.1 LOCAL HAZARD MITIGATION PLANNING TEAM

Primary Point of Contact

Corie Stocker, Management Analyst
501 Main Street
Half Moon Bay, CA 94404
650-750-2002
cstocker@hmcity.com

Alternate Point of Contact

Veronika Vostinak, Sustainability Analyst
501 Main Street
Half Moon Bay, CA 94404
650-750-2019
vvostinak@hmcity.com

This annex was developed by the local hazard mitigation planning team, whose members are listed in Table 10-1.

Table 10-1. Local Mitigation Planning Team Members

Name	Title
Corie Stocker	Management Analyst
Veronika Vostinak	Sustainability Analyst
Matthew Chidester	Deputy City Manager
Brittney Cozzolino	Associate Planner
Jill Ekas	Community Development Director
John Doughty	Public Works Director
Lisa Lopez	Administrative Services Director

10.2 JURISDICTION PROFILE

10.2.1 Location and Features

The City of Half Moon Bay is a small city in San Mateo County, California. The City is 6.2 square miles in area and is approximately 6.5 miles long and a little less than a mile wide. It is located on the Pacific Coast 23 miles south of San Francisco. The developed portion of the City is located on relative flat land between coastal bluff tops to the west and foothills of the Santa Cruz Mountains to the east. State Route 1 provides the only contiguous access from north to south; State Route 92 provides access to the east side of the San Francisco Peninsula.

Half Moon Bay’s weather is typical of the Northern California coast, with mild summers and cool, wet winters. It rarely freezes in the winter and it is rarely hot in the summer. Annual average rainfall is over 26 inches, with 80% between November to March. The average year-round temperature is 59°F. Humidity averages 57 to 100 percent. Winds speeds vary from 0 to 19 mph (calm breeze) and rarely exceed 23 mph (fresh breeze).

10.2.2 History

The Planning Area is in a region historically occupied by the tribelets of the Costanoan linguistic group. Descendants of Costanoan speakers prefer to be called by the name of the tribelet from which they are descended. When their heritage is mixed or the specifics have been lost over generations, they prefer the use of a native term, Ohlone, rather than the European-imposed term Costanoan (“coastal dwellers”). The rich resources of the ocean, bays, valleys, and mountains in the region provided Ohlone-speaking peoples with food and all their material needs. The primary food staple was the acorn, supplemented by a great variety of animal and plant resources.

The Ohlones were composed of 50 or more tribes in the southern San Francisco Bay Region, ten of which were situated along the peninsula. The Portola Expedition, set out to claim land for Spanish territory, encountered several Ohlone villages after their arrival in the late 1760’s, including the Chinguan village in today’s Half Moon Bay. Spanish explorer records indicate that the Spanish received meals, directions, and guidance from the Ohlones leading up to the 1769 ascent up Sweeney Ridge. This marked the point of Spanish discovery and settlement of the San Francisco Bay. When Mexico won its independence from the Spanish crown in 1821, California fell under rule of Mexican territorial governors who granted much of the former Spanish mission lands to Mexican subjects. These land grants effectively displaced the Ohlones, ignoring any of their remaining territorial rights.

The early community became known as “Spanishtown” because of the number of Spanish-speaking inhabitants. In 1874, Spanishtown officially became known as Half Moon Bay, named for the beautiful crescent-shaped harbor that lies just north of town. The City of Half Moon Bay was incorporated in 1959. The City of Half Moon Bay still has many reminders of its early beginnings in the mid-1800s as an agricultural town.

10.2.3 Governing Body Format

The City of Half Moon Bay is a General Law City with a council-manager form of governance. A five-member City Council establishes policy and provides direction for all City operations; while the City Manager serves as the chief executive officer for implementation and the day-to-day provision of services. The City Planning Commission has final authority under the Municipal Code and otherwise is advisory to City Council. The Parks and Recreation Commissions advisory to the City Council. From time to time, the City Council establishes task forces and advisory committees that focus on plans and projects. The City consists of five departments: The City Manager’s Office, the Communication/City Clerk’s Office, Administrative Services, Public Works, and Community Development. The City contracts with the San Mateo County Sheriff’s Office for police services. The City is served by the Coastside Fire Protection District, the Coastside County Water District, and participates in the Sewer Authority Mid-Coastside Joint Powers Authority. Services such as library, senior services and animal control are supported by the City; however, day-to-day operations are the responsibility of the respective agencies and non-profits.

The City Council is responsible for the adoption of the Half Moon Bay Annex of the Local Hazard Mitigation Plan (Plan), and the City Manager will oversee its implementation.

10.3 CURRENT TRENDS

10.3.1 Population

According to the California Department of Finance the population of Half Moon Bay as of January 2020 was 12,431. Since 2016, the population has decreased at an average annual rate of 0.2 percent.

10.3.2 Development

Half Moon Bay's development pattern is largely characterized by a defined town center, alternating residential and agricultural land uses outside of the town center, and public open space and recreation lands along the shoreline. Development is primarily comprised of infill residential, small-scale commercial, and town center mixed-use projects. Residential development is paced by a voter-adopted growth control measure that provides for an annual residential growth rate of 1-1.5%, while commercial projects typically involve changing uses within existing buildings or new small-scale projects in town center infill sites. In recent years, City Council priorities have led to incentivizing development in the town center and established neighborhoods where public infrastructure and services exist. Since 2016, the City has averaged approximately fifteen (15) building permits issued per year for new construction, the majority of which are for new single-family residences.

Table 10-2 summarizes development trends in the performance period since the preparation of the previous hazard mitigation plan, as well as expected future development trends.

Table 10-2. Recent and Expected Future Development Trends

Criterion	Response					
Has your jurisdiction annexed any land since the preparation of the previous hazard mitigation plan? <i>If yes, give the estimated area annexed and estimated number of parcels or structures.</i>	No					
Is your jurisdiction expected to annex any areas during the performance period of this plan? <i>If yes, describe land areas and dominant uses. If yes, who currently has permitting authority over these areas?</i>	No					
Are any areas targeted for development or major redevelopment in the next five years? <i>If yes, briefly describe, including whether any of the areas are in known hazard risk areas</i>	Yes					
How many permits for new construction were issued in your jurisdiction since the preparation of the previous hazard mitigation plan?	2016	2017	2018	2019	2020	
Single Family	10	24	11	5	15	
Multi-Family	0	0	0	1	0	
Other (commercial, mixed use, etc.)	6	3	0	1	0	
Total	16	27	11	7	15	

Criterion	Response
Provide the number of new-construction permits for each hazard area or provide a qualitative description of where development has occurred.	<ul style="list-style-type: none"> • Special Flood Hazard Areas: 8 • Landslide: 0 • High Liquefaction Areas: 0 • Tsunami Inundation Area: 4 • Wildfire Risk Areas: 0
Describe the level of buildout in the jurisdiction, based on your jurisdiction’s buildable lands inventory. If no such inventory exists, provide a qualitative description.	Approximately 2,600 acres out of Half Moon Bay’s total of 3,990 acres (or about 65% of the city) are occupied by open space, park land, golf course, open field agriculture, and public right-of-way (streets, easements). Of the remaining potentially buildable lands with residential, non-residential, and mixed-use zoning, there are approximately 375 vacant/undeveloped acres (or about 9% of the city).

10.4 CAPABILITY ASSESSMENT

This section describes an assessment of existing capabilities for implementing hazard mitigation strategies. The introduction at the beginning of this volume of the hazard mitigation plan describes the components included in the capability assessment and their significance for hazard mitigation planning.

Findings of the capability assessment were reviewed to identify opportunities to expand, initiate or integrate capabilities to further hazard mitigation goals and objectives. Where such opportunities were identified and determined to be feasible, they are included in the action plan. The “Analysis of Mitigation Actions” table in this annex identifies these as community capacity building mitigation actions. The findings of the assessment are presented as follows:

- An assessment of planning and regulatory capabilities is presented in Table 10-3.
- Development and permitting capabilities are presented in Table 10-4.
- An assessment of fiscal capabilities is presented in Table 10-5.
- An assessment of administrative and technical capabilities is presented in Table 10-6.
- An assessment of education and outreach capabilities is presented in Table 10-7.
- Information on National Flood Insurance Program (NFIP) compliance is presented in Table 10-8.
- Classifications under various community mitigation programs are presented in Table 10-9.
- The community’s adaptive capacity for the impacts of climate change is presented in Table 10-10.

Table 10-3. Planning and Regulatory Capability

	Local Authority	Other Jurisdiction Authority	State Mandated	Integration Opportunity?
Codes, Ordinances, & Requirements				
Building Code <i>Comment: Muni Code 14.04.020 , 2019</i>	Yes	No	Yes	Yes
Zoning Code <i>Comment: Muni Code 18, 1996</i>	Yes	Yes	Yes	Yes
Subdivisions <i>Comment: Muni Code 17, 1994</i>	Yes	Yes	Yes	Yes
Stormwater Management <i>Comment: Muni Code 13.15, 1994 LUP Chapter 6, 2020</i>	Yes	Yes	Yes	Yes
Post-Disaster Recovery <i>Comment: Emergency Operations Plan, 2017; Muni Code 2.25, 2007</i>	Yes	Yes	Yes	Yes
Real Estate Disclosure <i>Comment: CA. State Civil Code 1102 requires full disclosure on Natural hazard Exposure of the sale/re-sale of any and all real property. LUP Chapter 7, 2020</i>	Yes	No	Yes	Yes
Growth Management <i>Comment: Muni Code 14.38, 1989 Muni Code 17.06, 2009</i>	Yes	No	No	No
Site Plan Review <i>Comment: Muni Code 18, 1996</i>	Yes	No	No	Yes
Environmental Protection <i>Comment: CEQA Muni Code 18.38, 1996 LUP Chapter 6, 2020</i>	Yes	Yes	Yes	Yes
Flood Damage Prevention <i>Comment: Muni Code 14.34, 2002</i>	Yes	No	Yes	Yes
Emergency Management <i>Comment: Emergency Operations Plan, 2017; Muni Code 2.25, 2007</i>	Yes	Yes	Yes	Yes
Climate Change <i>Comment:</i>	No	Yes	Yes	No
Other <i>Comment:</i>	N/A	N/A	N/A	No
Planning Documents				
General Plan <i>Is the plan compliant with Assembly Bill 2140? No Comment: Land Use Element update completed 2020. Safety Element update pending.</i>	Yes Update Pending	Yes	Yes	Yes
Capital Improvement Plan <i>How often is the plan updated? Annually Comment: https://www.half-moon-bay.ca.us/DocumentCenter/View/1758/CURRENT-CIP?bidId= New CIP will be published in July 2021 (will use same link)</i>	Yes	No	No	Yes
Disaster Debris Management Plan <i>Comment: San Mateo County Plan</i>	Yes	Yes	Yes	Yes
Floodplain or Watershed Plan <i>Comment: Storm Drain Master Plan (2016)</i>	Yes	No	Yes	Yes

	Local Authority	Other Jurisdiction Authority	State Mandated	Integration Opportunity?
Stormwater Plan <i>Comment: Storm Drain Master Plan (2016), Green Infrastructure Plan 2019</i>	Yes	No	No	Yes
Urban Water Management Plan <i>Comment: 2020 UWMP pending adoption by Coastside County Water District in 2021</i>	No	Yes	Yes	No
Habitat Conservation Plan <i>Comment:</i>	No	No	No	No
Economic Development Plan <i>Comment: In progress</i>	No	No	No	Future
Shoreline Management Plan <i>Comment:</i>	No	No	No	No
Community Wildfire Protection Plan <i>Comment:</i>	No	No	No	No
Forest Management Plan <i>Comment:</i>	No	No	No	No
Climate Action Plan <i>Comment: Draft Summer 2021, pending adoption winter 2021-22</i>	Yes	No	No	No
Emergency Operations Plan <i>Comment: Emergency Operations Plan, 2017</i>	Yes	No	No	Yes
Threat & Hazard Identification & Risk Assessment (THIRA) <i>Comment: Emergency Operations Plan, 2017</i>	Yes	No	No	Yes
Post-Disaster Recovery Plan <i>Comment: In progress</i>	No	No	No	Future
Continuity of Operations Plan <i>Comment: In progress</i>	No	No	No	Future
Public Health Plan <i>Comment: San Mateo County</i>	Yes	No	No	No
Other <i>Comment:</i>	N/A	N/A	N/A	N/A

Table 10-4. Development and Permitting Capability

Criterion	Response
Does your jurisdiction issue development permits? <i>If no, who does? If yes, which department?</i>	Yes Community Development Department
Does your jurisdiction have the ability to track permits by hazard area?	Yes
Does your jurisdiction have a buildable lands inventory?	Yes

Table 10-5. Fiscal Capability

Financial Resource	Accessible or Eligible to Use?
Community Development Block Grants	Yes, eligible to use through the County
Capital Improvements Project Funding	Yes
Authority to Levy Taxes for Specific Purposes	Yes (subject to voter approval)
User Fees for Water, Sewer, Gas or Electric Service	Yes (only Sewers)
Incur Debt through General Obligation Bonds	Yes
Incur Debt through Special Tax Bonds	Yes
Incur Debt through Private Activity Bonds	No
Withhold Public Expenditures in Hazard-Prone Areas	Yes
State-Sponsored Grant Programs	Yes
Development Impact Fees for Homebuyers or Developers	Yes
Other	N/A

Table 10-6. Administrative and Technical Capability

Staff/Personnel Resource	Available?	Department/Agency/Position
Planners or engineers with knowledge of land development and land management practices	Yes	Community Development Director , Public Works Director, City Engineer, Senior Planner, others
Engineers or professionals trained in building or infrastructure construction practices	Yes	Building Inspector, City Engineer
Planners or engineers with an understanding of natural hazards	Yes	CDD / Community Development Director Public Works Director, Senior Planner, City Engineer
Staff with training in benefit/cost analysis	Yes	With contractors
Surveyors	Yes	With contractors
Personnel skilled or trained in GIS applications	Yes	With contractors
Scientist familiar with natural hazards in local area	Yes	With contractors
Emergency manager	Yes	Management Analyst & Deputy City Manager
Grant writers	Yes	All departments / Management Analyst
Other	Yes	With contractors

Table 10-7. Education and Outreach Capability

Criterion	Response
Do you have a public information officer or communications office?	Yes, Communications Department, Director is PIO
Do you have personnel skilled or trained in website development?	Yes
Do you have hazard mitigation information available on your website? <i>If yes, briefly describe.</i>	Yes 2010 Multi-Jurisdictional Local Hazard Mitigation Plan, Storm and Tsunami readiness
Do you use social media for hazard mitigation education and outreach? <i>If yes, briefly describe.</i>	Yes We utilize email newsletters and various social media for community outreach, communication and for Storm and Tsunami readiness

Criterion	Response
Do you have any citizen boards or commissions that address issues related to hazard mitigation? <i>If yes, briefly describe.</i>	Yes Coastside Emergency Action Program
Do you have any other programs already in place that could be used to communicate hazard-related information? <i>If yes, briefly describe.</i>	Yes Coastside Emergency Action Program Emergency Operations Plan
Do you have any established warning systems for hazard events? <i>If yes, briefly describe.</i>	Yes San Mateo County Alert System / Tsunami Alerts Horns

Table 10-8. National Flood Insurance Program Compliance

Criterion	Response
What local department is responsible for floodplain management?	Public Works
Who is your floodplain administrator? (department/position)	City Engineer
Are any certified floodplain managers on staff in your jurisdiction?	No
What is the date that your flood damage prevention ordinance was last amended?	2002
Does your floodplain management program meet or exceed minimum requirements? <i>If exceeds, in what ways?</i>	Meet
When was the most recent Community Assistance Visit or Community Assistance Contact?	May 2021
Does your jurisdiction have any outstanding NFIP compliance violations that need to be addressed? <i>If so, state what they are.</i>	No
Are any RiskMAP projects currently underway in your jurisdiction? <i>If so, state what they are.</i>	No
Do your flood hazard maps adequately address the flood risk within your jurisdiction? <i>If no, state why.</i>	Unknown There is insufficient data on coastal flood plain smaller creeks and streams
Does your floodplain management staff need any assistance or training to support its floodplain management program? <i>If so, what type of assistance/training is needed?</i>	Yes FEMA Training, Association of State Floodplain Managers Training
Does your jurisdiction participate in the Community Rating System (CRS)? <i>If yes, is your jurisdiction interested in improving its CRS Classification?</i> <i>If no, is your jurisdiction interested in joining the CRS program?</i>	No N/A No
How many flood insurance policies are in force in your jurisdiction? ^a <i>What is the insurance in force?</i> <i>What is the premium in force?</i>	80 \$27,080,400 \$42,629
How many total loss claims have been filed in your jurisdiction? ^a <i>What were the total payments for losses?</i>	8 \$56,296

^{an} According to FEMA statistics as of March 31, 2021

Table 10-9. Community Classifications

	Participating?	Classification	Date Classified
FIPS Code	Yes	0608131708	N/A
DUNS#	Yes	020005971	N/A
Community Rating System	No	N/A	N/A
Building Code Effectiveness Grading Schedule	No	N/A	N/A
Public Protection (Coastside FPD)	No	ISO Class 3/3X	May 2018
Storm Ready	Yes	N/A	N/A
Firewise	No	N/A	N/A
Tsunami Ready	Yes	N/A	N/A

Table 10-10. Adaptive Capacity for Climate Change

Criterion	Jurisdiction Rating ^a
Technical Capacity	
Jurisdiction-level understanding of potential climate change impacts <i>Comment: Climate Action and Adaptation Plan in progress</i>	Medium
Jurisdiction-level monitoring of climate change impacts <i>Comment:</i>	Low
Technical resources to assess proposed strategies for feasibility and externalities <i>Comment: Technical assistance available through County RICAPS program</i>	Medium
Jurisdiction-level capacity for development of greenhouse gas emissions inventory <i>Comment: Available through County RICAPS program</i>	Medium
Capital planning and land use decisions informed by potential climate impacts <i>Comment: Addressed in Land Use Plan, will be further addressed in Climate Action and Adaptation Plan</i>	High
Participation in regional groups addressing climate risks <i>Comment: Dedicated staff member actively participates in and seeks out new regional group efforts to address climate risks applicable to Half Moon Bay</i>	High
Implementation Capacity	
Clear authority/mandate to consider climate change impacts during public decision-making processes <i>Comment: City Council Priority</i>	High
Identified strategies for greenhouse gas mitigation efforts <i>Comment: Identified in Climate Action and Adaptation Plan draft</i>	High
Identified strategies for adaptation to impacts <i>Comment: To be identified in Climate Action and Adaptation Plan</i>	Medium
Champions for climate action in local government departments <i>Comment: Dedicated Staff member in Public Works</i>	High
Political support for implementing climate change adaptation strategies <i>Comment: Strong public support demonstrated in past efforts</i>	Medium
Financial resources devoted to climate change adaptation <i>Comment:</i>	Low
Local authority over sectors likely to be negative impacted <i>Comment:</i>	Low

Criterion	Jurisdiction Rating ^a
Public Capacity	
Local residents’ knowledge of and understanding of climate risk <i>Comment: Ongoing, active outreach efforts with local resident groups including those who reach vulnerable populations such as non-English speakers, youth, and seniors</i>	Medium
Local residents’ support of adaptation efforts <i>Comment: High levels of participation and interest in past outreach and efforts</i>	High
Local residents’ capacity to adapt to climate impacts <i>Comment: High levels of local participation and interest in in climate impact outreach events</i>	Medium
Local economy current capacity to adapt to climate impacts <i>Comment:</i>	Unsure
Local ecosystems capacity to adapt to climate impacts <i>Comment:</i>	Unsure

- a. High = Capacity exists and is in use; Medium = Capacity may exist but is not used or could use some improvement; Low = Capacity does not exist or could use substantial improvement; Unsure= Not enough information is known to assign a rating.

10.5 INTEGRATION REVIEW

For hazard mitigation planning, “integration” means that hazard mitigation information is used in other relevant planning mechanisms, such as general planning and capital facilities planning, and that relevant information from those sources is used in hazard mitigation. This section identifies where such integration is already in place, and where there are opportunities for further integration in the future. Resources listed at the end of this annex were used to provide information on integration. The progress reporting process described in Volume 1 of the hazard mitigation plan will document the progress of hazard mitigation actions related to integration and identify new opportunities for integration.

10.5.1 Existing Integration

Some level of integration has already been established between local hazard mitigation planning and the following other local plans and programs:

- **Emergency Operations Plan** — The City integrates hazard mitigation for storm and tsunami readiness, along with annexes related to other natural disasters (i.e., earthquake, all hazard)
- **Local Coastal Land Use Plan** — The City integrates hazard mitigation relative to environmental hazards including sea level rise and other shoreline hazards, geologic and seismic hazards, fire hazards, and fluvial flooding.
- **General Plan** – The City integrates hazard mitigation for all pertinent hazards in the adopted Safety Element.

10.5.2 Opportunities for Future Integration

The capability assessment presented in this annex identified the following plans and programs that do not currently integrate hazard mitigation information but provide opportunities to do so in the future:

- **General Plan** — The City is currently planning to integrate hazard mitigation for all pertinent hazards in an update to the adopted Safety Element.

- **Emergency Operations Plan** — The City is currently planning to integrate the updated hazard mitigation plan. Other plans in progress include Continuity of Operations, Post Disaster recovery, etc.
- **Climate Action and Adaptation Plan** – The City is planning to integrate climate change adaptation into the Climate Action and Adaptation Plan
- **Public Outreach** – The City recognizes that there are currently opportunities available to facilitate public engagement regarding hazard mitigation. The City will continue to provide a robust and targeted program that involves using current capabilities to expand and enhance outreach to local residents.
- **Coastside Recovery Initiative-** The Coastside Recovery Initiative is a partnership between the City of Half Moon Bay, Half Moon Bay Coastside Chamber of Commerce, and San Mateo County. The goals of the Initiative are 1) to address immediate needs of business and the Coastside community to effectively recover from the impacts of COVID-19 and 2) advance strategies that lead to a more equitable, vibrant, and resilient Coastside economy. The City plans to utilize the relationships to identify areas of inequity and weakness in the community, which potentially can mitigate some of the recognized high risk category hazards.
- **Evacuation Plan-** The City is currently collaborating with the San Mateo County Department of Emergency Services on regional evacuation planning and will integrate hazard mitigation information into the final plans.

10.6 RISK ASSESSMENT

10.6.1 Jurisdiction-Specific Natural Hazard Event History

Table 10-11 lists past occurrences of natural hazards for which specific damage was recorded in this jurisdiction. Other hazard events that broadly affected the entire planning area, including this jurisdiction, are listed in the risk assessments in Volume 1 of this hazard mitigation plan.

Table 10-11. Past Natural Hazard Events

Type of Event	FEMA Disaster #	Date	Damage Assessment
CZU Lightning Complex fires	FM-5336-CA	August 16, 2020	Over 1,400 buildings damaged, covered 86,000 acres. County opened a Resource Center at the HMB High School
COVID-19 Pandemic	DR-4482	January 20, 2020	Not Available
PSPS Power Shut Offs	Not Available	October 25, 2020	Not Available
PSPS Power Shut Offs	Not Available	October 14, 2020	Not Available
PSPS Power Shut Offs	Not Available	October 24, 2019	Not Available
PSPS Power Shut Offs	Not Available	October 9, 2019	Community Resource Center (CRC) opened in HMB. Tom Lantos Tunnel closed temporarily. Local businesses took a loss of over \$1,000,000 in the October 2019 PSPS events combined
Severe Winter Storms, Flooding, and Coastal Erosion	DR-4308	February 1 – 23, 2017	\$411,065.50 in temporary repairs for emergency stabilization of Seymour Ditch.
Severe Winter Storms, Flooding, and Coastal Erosion	DR-4305	January 18 – 23, 2017	Not Available
Severe Storm / Flooding	Not Available	December 10, 2014	Not Available

Type of Event	FEMA Disaster #	Date	Damage Assessment
Earthquake Tsunami	Not Available	February 27, 2010	Not Available
Severe Storm	Not Available	April 1, 2006	Not Available
Severe Storm / Flooding	DR-1203	February 9, 1998	Not Available
Severe Storm / Flooding	DR-1155	January 4, 1997	Not Available
Severe Storm / Flooding	DR-1046	March 12, 1995	Not Available
Severe Storm / Flooding	DR-1044	January 10, 1995	Not Available
Earthquake	DR-845	October 18, 1989	Not Available
Flood	DR-758	February 21, 1986	Not Available
Flood	Not Available	1984	Not Available
Severe Storm	DR-677	February 9, 1983	Not Available
Flood	DR-651	January 7, 1982	Not Available
Drought	EM-3023	January 20, 1977	Not Available

10.6.2 Hazard Risk Ranking

Table 10-12 presents a local ranking of all hazards of concern for which this hazard mitigation plan provides complete risk assessments. As described in detail in Volume 1, the ranking process involves an assessment of the likelihood of occurrence for each hazard, along with its potential impacts on people, property, and the economy. Mitigation actions target hazards with high and medium rankings.

Table 10-12. Hazard Risk Ranking (Social Equity Lens applied)

Rank	Hazard	Risk Ranking Score	Risk Category
1	Earthquake	66	High*
2	Wildfire	72	High
3	Tsunami	27	High*
4	Severe Weather	24	High*
5	Dam Failure	46	Medium*
6	Landslide/Mass Movement	42	Medium*
7	Flood	51	Low
8	Drought	9	Low
9	Sea Level Rise/Climate Change	24	Low

* Based on local knowledge, the following adjustments were made to the risk categories:

Earthquake was moved further up the list due to proximity to the San Andreas fault and fault lines. Evacuation for such event would be challenging.

Tsunami moves up due to our proximity to the ocean and residential properties in the new inundation maps.

Severe Weather was moved up due to the extreme heat episodes that have occurred and issues with cooling, as well as lightning storms and rainstorms.

Dam Failure’s risk category was downgraded to Medium as the spread versus depth of the damage needs to be assessed.

Landslide/Mass Movement was moved down and downgraded to Medium due to the lack of property where coastal erosion occurs.

There is a low risk to life and property.

10.6.3 Jurisdiction-Specific Vulnerabilities

Volume 1 of this hazard mitigation plan provides complete risk assessments for each identified hazard of concern. This section provides information on a few key vulnerabilities for this jurisdiction. Available jurisdiction-specific risk maps of the hazards are provided at the end of this annex.

Repetitive Loss Properties

Repetitive loss records are as follows:

- Number of FEMA-identified Repetitive-Loss Properties: 0
- Number of FEMA-identified Severe-Repetitive-Loss Properties: 0
- Number of Repetitive-Loss Properties or Severe-Repetitive-Loss Properties that have been mitigated: 0

Mitigation actions addressing these issues were prioritized for consideration in the action plan for this annex.

10.7 STATUS OF PREVIOUS PLAN ACTIONS

Table 10-13 summarizes the actions that were recommended in the previous version of the hazard mitigation plan and their implementation status at the time this update was prepared.

Table 10-13. Status of Previous Plan Actions

Action Item	Completed	Removed; No longer Feasible	Carried Over to Plan Update	
			Check if Yes	Action # in Update
HMB 1 – Rehabilitate the Main Street Bridge over Pilarcitos Creek. Comment: Listed as Capital Project in CIP, some grant funding has been secured, in design, estimated construction in 2023-2024			✓	HMB-9
HMB 2 - Continue to maintain good standing and compliance under the National Flood Insurance Program (NFIP). This will be accomplished through the implementation of flood plain management programs. Comment: Ongoing. Community Assistance Visit (CAV) scheduled for this year			✓	HMB-4
HMB 3 - Create sea level rise vulnerability assessments of City's facilities and infrastructure. Comment: Ongoing. HMB Sea Level Rise Vulnerability Assessment (2016) Sea Change SMC (2018) – includes most of HMB but not the Ritz Carlton Hotel.			✓	HMB-14
HMB 4 - Continue to participate in developing and maintaining communications for first responders from cities, counties, special districts, state, and federal agencies. Comment: Ongoing.			✓	HMB-13
HMB 5 - Maintain and participate in the San Mateo County's Standardized Emergency Management System Plan. Comment: Ongoing, creating updated City Emergency Operations Plan.			✓	HMB-11
HMB 6 - Participate in general mutual-aid agreements with adjoining jurisdictions for cooperative responses to fires, floods, earthquakes, and other disasters. Comment: Ongoing.			✓	HMB-13
HMB 7 - Continue to sponsor the training and maintenance of the Community Emergency Response Team (CERT) through partnership with local businesses. Comment: Coastside Fire Protection District took over sponsorship of CERT moving forward.		✓		
HMB 8 –Maintain regulations to limit development in areas prone to landslide and erosion. Monitor slopes and hillsides during and after major storms. Comment: Done in 2020 LUP update policies and will also address in Safety Element	✓			
HMB 9 - Continue to repair and make structural improvements to storm drains, pipelines, and/or channels to enable them to preform to their capacity in handling water flows as part of regular maintenance activities. Comment: Ongoing.			✓	HMB-9

Action Item	Completed	Removed; No longer Feasible	Carried Over to Plan Update	
			Check if Yes	Action # in Update
<p>HMB 10 – Develop a better understanding of the earthquake hazard through data collection.</p> <p>Comment: Ongoing.</p>			✓	
<p>Action G-1—Where appropriate, support retrofitting, purchase, or relocation of structures in hazard-prone areas to prevent future structure damage. Give priority to properties with exposure to repetitive losses.</p> <p>Comment: 2020 LUP has some policies that address this, and this may not be relevant to all hazard areas.</p>			✓	HMB 1
<p>Action G-2—Consider participation in incentive-based programs such as the Community Rating System, Tree City, and StormReady.</p> <p>Comment: Currently participate in StormReady; may explore participation with other programs in the future.</p>	✓			
<p>Action G-3—Where feasible, implement a program to record high water marks following high-water events.</p> <p>Comment:</p>			✓	HMB-14
<p>Action G-4—Integrate the hazard mitigation plan into other plans, programs, or resources that dictate land use or redevelopment.</p> <p>Comment: Will reference in Climate Action and Adaptation Plan. Referenced in 2020 LUP update and will reference in Safety Element update.</p>	✓			
<p>Action G-5—Consider the development and implementation of a Capital Improvements Program (CIP) to increase regulatory, financial, and technical capability to implement mitigation actions.</p> <p>Comment: 2021 – 2026 5-year CIP adopted June 15, 2021 https://www.half-moon-bay.ca.us/DocumentCenter/View/1758/CURRENT-CIP?bidId=</p>	✓			
<p>Action G-6—Provide incentives for eligible non-profits and private entities, including homeowners, to adapt to risks through structural and nonstructural retrofitting.</p> <p>Comment: We have given some grant funds for rehabilitation. We don't have a lot of incentive/need for this since we don't have a lot of development in high hazard risk areas.</p>		✓		
<p>Action G-7— Support the County-wide initiatives identified in Volume I of the hazard mitigation plan.</p> <p>Comment: Ongoing.</p>			✓	HMB-3
<p>Action G-8— Actively participate in the plan maintenance protocols outlined in Volume I of the hazard mitigation plan.</p> <p>Comment: Ongoing.</p>			✓	HMB-3

10.8 HAZARD MITIGATION ACTION PLAN

Table 10-14 lists the identified actions, which make up the hazard mitigation action plan for this jurisdiction. Table 10-15 identifies the priority for each action. Table 10-16 summarizes the mitigation actions by hazard of concern and mitigation type.

Table 10-14. Hazard Mitigation Action Plan Matrix

Benefits New or Existing Assets	Objectives Met	Lead Agency	Support Agency	Estimated Cost	Sources of Funding	Timeline
Action HMB-1 —Where appropriate, support retrofitting, purchase or relocation of structures located in hazard areas, prioritizing those that have experienced repetitive losses and/or are located in high- or medium-risk hazard areas.						
<i>Hazards Mitigated:</i> Dam Failure, Earthquake, Flooding, Landslide/Mass Movements, Severe Weather, Tsunami, Wildfire						
Existing	6, 8, 9, 10, 13	Half Moon Bay		High	Grant Funding	Short-term
Action HMB-2 — Integrate the hazard mitigation plan into other plans, ordinances and programs that dictate land use decisions in the community, including the Local Coastal Program, Climate Action and Adaptation Plan and Emergency Operations Plan.						
<i>Hazards Mitigated:</i> Sea Level Rise/Climate Change, Dam Failure, Earthquake, Flooding, Landslide/Mass Movements, Severe Weather, Tsunami, Wildfire						
New & Existing	1, 2, 5, 7, 8, 10	Half Moon Bay		Low	Staff Time, General Funds	Ongoing
Action HMB-3 —Actively participate in the plan maintenance protocols and initiatives outlined in Volume 1 of this hazard mitigation plan.						
<i>Hazards Mitigated:</i> Flooding, Severe Weather						
New & Existing	4, 6, 10	Half Moon Bay		Low	Staff Time, General Funds	Short-term
Action HMB-4 —Continue to maintain good standing and compliance under the NFIP through implementation of floodplain management programs that, at a minimum, meet the NFIP requirements:						
<ul style="list-style-type: none"> • Enforce the flood damage prevention ordinance. • Participate in floodplain identification and mapping updates. • Provide public assistance/information on floodplain requirements and impacts. 						
<i>Hazards Mitigated:</i> Flooding, Severe Weather						
New & Existing	1, 2, 5, 8, 9	Half Moon Bay		Low	Staff Time, General Funds	Ongoing
Action HMB-5 —Identify and pursue strategies to increase adaptive capacity to climate change including but not limited to the following:						
<ul style="list-style-type: none"> • Adopt the City's first Climate Action and Adaptation Plan to outline and prioritize City strategies for adaptation to impacts • Analyze local economy and ecosystems capacity to adapt to climate change impacts 						
<i>Hazards Mitigated:</i> Sea Level Rise/Climate Change, Flooding, Severe Weather, Wildfire						
New & Existing	1, 4, 5,7	Half Moon Bay		Low	Staff Time, General Funds	Short-term
Action HMB-6 — Purchase generators for critical facilities and infrastructure that lack adequate backup power, including the Half Moon Bay Library.						
<i>Hazards Mitigated:</i> Dam Failure, Earthquake, Flooding, Landslide/Mass Movements, Severe Weather, Tsunami, Wildfire						
Existing	8,9	Half Moon Bay		Medium	General Fund	Short-term
Action HMB-7 — Finalize the design and environmental components for permanent erosion stabilization of the Seymour Ditch including an analysis of erosion stabilization alternatives, design of the preferred alternative, permitting for the preferred alternative and ultimate construction of permanent stabilization measures for the Seymour ditch. Provide environmental recreation, community/connectivity enhancements where possible.						
<i>Hazards Mitigated:</i> Flooding, Severe Weather, Landslide/Mass Movements						
New & Existing	4, 6, 7,8	Half Moon Bay	County of San Mateo, San Mateo Resource Conservation District, Peninsula Open Space Trust, Coastside Land Trust, FSLRRD	Medium	Capital Improvement Fund, General Fund	Short-Term

Benefits New or Existing Assets	Objectives Met	Lead Agency	Support Agency	Estimated Cost	Sources of Funding	Timeline
<p>Action HMB-8— Complete the Poplar Gateways Master Plan and implement a phased program for erosion mitigation, bluff restoration, and initiate work on the easterly re-alignment of the Coastal Trail between Poplar Street and Kelly Avenue.</p> <p><u>Hazards Mitigated:</u> Sea Level Rise/Climate Change, Flooding, Severe Weather, Landslide/Mass Movements</p>						
New & Existing	3, 5, 6, 7, 14	Half Moon Bay		Medium	Capital Improvement Fund, General Fund	Short-Term
<p>Action HMB-9—Continue to update and implement projects outlined within the Capital Improvement Projects, including rehabilitating Main St. Bridge over Pilarcitos Bridge Creek, addressing hazard mitigation and response. These actions include but are not limited to: The urban forestry management program, repairs and rehabilitations of stormwater outfalls, corporation yard improvements, flood management and coastal bluff preservation.</p> <p><u>Hazards Mitigated:</u> Dam Failure, Earthquake, Flooding, Landslide/Mass Movements, Severe Weather, Tsunami, Wildfire</p>						
Enter Response	4, 5, 6, 7, 8	Half Moon Bay		Medium	Capital Improvement Fund, Grant Funding	Ongoing
<p>Action HMB-10— Replace the existing main electrical service equipment at the Sewer Authority of Mid-Coastside’s Wastewater Treatment Plant with new equipment to mitigate arc flash hazards, remove a single point of failure by creating a “main-tie-main” configuration, and to address the potential for flooding of the main electrical service components by relocating above flood level and SLR level.</p> <p><u>Hazards Mitigated:</u> Flooding, Severe Weather</p>						
New & Existing	6, 7, 8, 9, 13	Half Moon Bay	Sewer Authority Midcoast	Medium	Capital Improvement Fund	Short-term
<p>Action HMB-11—Update the City’s Emergency Operations Plan and work in tandem with the County on an Evacuation Plan. These documents will be continuously updated and address actions from mitigation all the way through recovery.</p> <p><u>Hazards Mitigated:</u> Wildfire, Earthquake, Tsunami, Severe Weather, Flood, Dam Failure, Landslide/Mass Movements</p>						
Enter Response	1, 2, 5, 7, 8, 10, 11	Half Moon Bay	County	Low	Staff time, General Fund	Short-Term
<p>Action HMB-12— Continue to monitor bluff and drainage system regressions and continue to assess appropriate mitigation opportunities (such as clean closure) for the closed Half Moon Bay landfill located on the coastal bluffs near Poplar Beach.</p> <p><u>Hazards Mitigated:</u> Sea Level Rise/Climate Change, Earthquake, Landslide/Mass Movements</p>						
Enter Response	1, 5, 10	Half Moon Bay	County	Medium	General fund, Grant Funding	Long-Term
<p>Action HMB-13—Create broadband redundancy to allow for better digital infrastructure. The City plans to add additional connectivity on the coastside for communication prior to, during and after an emergency. This includes working with other agencies, participating in mutual aid agreements, and identifying weak signal areas to prevent hazard related disruptions</p> <p><u>Hazards Mitigated:</u> Dam Failure, Earthquake, Flooding, Landslide/Mass Movements, Severe Weather, Tsunami, Wildfire</p>						
New & existing	4, 8, 11	Half Moon Bay	County	Medium	Grant Funding	Short-term
<p>Action HMB-14— Develop and implement a program to capture perishable data after significant events (e.g., sea level rise, high water marks, preliminary damage estimates, damage photos) and critical facilities assessment to support future mitigation efforts including the implementation and maintenance of the hazard mitigation plan.</p> <p><u>Hazards Mitigated:</u> Sea Level Rise/Climate Change, Flood, Severe Weather, Tsunami</p>						
New & Existing	1, 5, 6, 7, 8	Half Moon Bay	FSLRRD, County	Medium	General Fund	Short Term
<p>Action HMB-15— Incorporate consideration of the FEMA 100-year tide and sea level rise, and climate change-driven extreme storms, into land use planning and shoreline development. This includes new policies by local jurisdictions, and County and City actions regarding their General Plans, Climate-related Plans, and the development applications.</p> <p><u>Hazards Mitigated:</u> Sea Level Rise/Climate Change, Flood, Severe Weather</p>						
New & Existing	1, 2, 5, 6, 7, 8, 9, 13, 14	Half Moon Bay	FSLRRD, County	Low	General Fund, Private Developers, City Capital Project Funding	Ongoing

Benefits New or Existing Assets	Objectives Met	Lead Agency	Support Agency	Estimated Cost	Sources of Funding	Timeline
Action HMB-16 — Continue to identify and plan upgrades of utility systems, equipment, and critical facilities, including pump stations, generators, tide gates, stream gages, open channel, and culvert/pipeline infrastructure.						
<i>Hazards Mitigated:</i> Sea Level Rise/Climate Change, Flood, Severe Weather						
New & Existing	2, 6, 7,8	Half Moon Bay	FSLRRD, County	Medium	Tax-Funded Flood Zones, Grant Funding	Ongoing
Action HMB-17 — Support green infrastructure projects that enhance resiliency to natural disasters and incorporate green design elements into hazard mitigation projects where feasible.						
<i>Hazards Mitigated:</i> Sea Level Rise/Climate Change, Landslide, Flood, Severe Weather, Drought						
New & Existing	2, 6, 7, 8, 14	Half Moon Bay	FSLRRD, County, C/CAG	Medium	Tax-Funded Flood Zones, Property/Vehicle Fees, Stormwater Fees, Grant Funding, City Capital Project Funding	Ongoing
Action HMB-18 — Improve stormwater drainage to alleviate repeated localized flooding, especially storm drain systems connected to San Mateo County Flood and Sea Level Rise Resiliency District Flood Zone channels and infrastructure.						
<i>Hazards Mitigated:</i> Sea Level Rise/Climate Change, Flood, Severe Weather						
New & Existing	1, 2, 4, 6, 7,8	Half Moon Bay	FSLRRD, County	Medium	Tax-Funded Flood Zones, Property/Vehicle Fees, Stormwater Fees, Grant Funding, City Capital Project Funding	Ongoing
Action HMB-19 — Plan, design, and implement long-term resilience to sea level rise, extreme storms, and coastal erosion for culverts, roadways, and bridges in the vicinity of other flood protection projects, including assets identified in the Caltrans District 4 Adaptation Priorities Report.						
<i>Hazards Mitigated:</i> Sea Level Rise/Climate Change, Landslide, Flood, Severe Weather						
New & Existing	2, 4, 6, 7, 8,13	Half Moon Bay	FSLRRD, Caltrans, County	Medium	Grant Funding	Ongoing
Action HMB-20 — Identify and pursue strategies to enhance recycled water infrastructure planning/implementation in the vicinity of San Mateo County Flood and Sea Level Rise Resiliency District projects.						
<i>Hazards Mitigated:</i> Drought						
New & Existing	1, 6, 7,8		FSLRRD, County	Medium	Grant Funding	Ongoing
Action HMB-21 — Advance long-term resilience to sea level rise, extreme storms, and coastal erosion for Pillar Point Harbor and the surrounding area.						
<i>Hazards Mitigated:</i> Sea Level Rise/Climate Change, Flood, Severe Weather						
New & Existing	6, 7, 8, 13, 14	Half Moon Bay	FSLRRD, County, San Mateo County Harbor District, San Mateo Resource Conservation District	Medium	County Funding (Measure K), Grant Funding	Long-term
Action HMB-22 — Advance long-term resilience to sea level rise, extreme storms, and coastal erosion for the California Coastal Trail.						
<i>Hazards Mitigated:</i> Sea Level Rise/Climate Change, Flood, Severe Weather						
New & Existing	6, 7, 8, 10, 13, 14	Half Moon Bay	FSLRRD, County, Caltrans, California State Coastal Conservancy	Low	County Funding (Measure K), Grant Funding	Long-term

a. Short-term = Completion within 5 years; Long-term = Completion within 10 years; Ongoing= Continuing new or existing program with no completion date

Acronyms used here are defined at the beginning of this volume.

Table 10-15. Mitigation Action Priority

Action #	# of Objectives Met	Benefits	Costs	Do Benefits Equal or Exceed Cost?	Is Project Eligible for Outside Funding?	Can Project Be Funded Under Existing Programs/Budgets?	Implementation Priority ^a	Outside Funding Source Pursuit Priority ^a	Social Equity Priority ^a
1	3	High	High	Yes	Yes	No	Medium	High	High
2	7	Medium	Low	Yes	No	Yes	High	Low	Low
3	3	Low	Low	Yes	No	Yes	High	Low	Low
4	6	Medium	Low	Yes	No	Yes	High	Low	Low
5	7	Medium	Low	Yes	No	Yes	High	Medium	Medium
6	3	High	Medium	Yes	Yes	No	Medium	High	High
7	4	Medium	Medium	Yes	Yes	Yes	High	High	Low
8	5	Medium	Medium	Yes	Yes	Yes	High	Medium	Low
9	5	High	Medium	Yes	Yes	Yes	High	High	High
10	5	High	Medium	Yes	Yes	Yes	High	High	High
11	7	High	Low	Yes	No	Yes	High	Low	High
12	3	Medium	Medium	Yes	Yes	Yes	High	Low	Low
13	3	Medium	Medium	Yes	Yes	No	Medium	High	High
14	5	Medium	Medium	Yes	Yes	Yes	High	Medium	Medium
15	9	High	Low	Yes	Yes	Yes	High	High	Medium
16	4	High	Medium	Yes	Yes	Yes	High	High	Medium
17	5	Medium	Medium	Yes	Yes	Yes	High	Medium	Medium
18	6	High	Medium	Yes	Yes	Yes	High	High	Medium
19	6	High	Medium	Yes	Yes	Yes	High	High	Medium
20	4	Medium	Medium	Yes	Yes	Yes	High	Medium	Low
21	5	High	Medium	Yes	Yes	Yes	High	High	Medium
22	6	High	High	Yes	Yes	No	Medium	High	Medium

a. See the introduction to this volume for explanation of priorities.

Table 10-16. Analysis of Mitigation Actions

Hazard Type	Action Addressing Hazard, by Mitigation Type ^a							
	Prevention	Property Protection	Public Education & Awareness	Natural Resource Protection	Emergency Services	Structural Projects	Climate Resilience	Community Capacity Building
High-Risk Hazards								
Earthquake	HMB-1, 9, 12, 13	HMB-1,9	HMB-11		HMB-6, 9, 11, 13	HMB-9		HMB-2, 11, 13
Wildfire	HMB-1, 9, 13	HMB-1,9	HMB-5,11		HMB-6, 9, 11, 13	HMB-9	HMB-2, 5	HMB-2, 11, 13
Tsunami	HMB-1, 9, 13	HMB-1,9	HMB-11,14		HMB-6, 9, 11, 13	HMB-9		HMB-2, 11, 13
Severe Weather	HMB-1, 3, 4, 7, 9, 10, 13, 14, 5, 16, 17, 18, 21, 22	HMB-1, 4, 9, 10, 18	HMB-4, 5, 11, 14, 16	HMB-7,8	HMB-6, 9, 11, 13	HMB-9, 10, 16, 19	HMB-2, 5, 19, 21, 22	HMB-2, 11, 13

Hazard Type	Action Addressing Hazard, by Mitigation Type ^a							
	Prevention	Property Protection	Public Education & Awareness	Natural Resource Protection	Emergency Services	Structural Projects	Climate Resilience	Community Capacity Building
Medium-Risk Hazards								
Dam Failure	HMB-1, 9, 13	HMB-1,9	HMB-11		HMB-6, 9, 11, 13	HMB-9		HMB-2, 11, 13
Landslide/ Mass Movement	HMB-1, 7, 9, 12, 13, 17	HMB-9	HMB-5,11	HMB-7,8	HMB-6, 9, 11, 13	HMB-9,19	HMB-2.5,19	HMB-2, 11, 13
Low-Risk Hazards								
Flood	HMB-1, 3, 4, 7, 9, 10, 13, 15, 16, 17, 18, 21, 22	HMB-1, 4, 9, 10, 1	HMB-4, 5, 11, 14, 16	HMB-7,8	HMB-6, 9, 11, 13	HMB-9, 10, 16, 19	HMB-2, 5, 19, 21, 22	HMB-2, 11, 13
Drought	HMB-17,20							
Sea Level Rise/ Climate Change	HMB-12, 15, 16, 17, 18, 21, 22	HMB-18	HMB-5, 14, 16	HMB-8		HMB- 16,19	HMB-2, 5, 19, 21, 22	HMB-2

a. See the introduction to this volume for explanation of mitigation types.

10.9 PUBLIC OUTREACH

Table 10-17 lists public outreach activities for this jurisdiction.

Table 10-17. Local Public Outreach

Local Outreach Activity	Date	Number of People Involved
Presentation/Discussion at Evergreen Coastsiders	May 13, 2021	11

10.10 INFORMATION SOURCES USED FOR THIS ANNEX

The following technical reports, plans, and regulatory mechanisms were reviewed to provide information for this annex.

- **City of Half Moon Bay Municipal Code**—The municipal code was reviewed for the full capability assessment and for identifying opportunities for action plan integration.
- **City of Half Moon Bay Flood Damage Prevention Ordinance**—The flood damage prevention ordinance was reviewed for compliance with the National Flood Insurance Program.
- **City of Half Moon Bay Local Coastal Land Use Plan**—Chapter 7. Environmental Hazards of the Local Coastal Land Use Plan was utilized to identify hazards and land use policies for avoiding hazards in new development projects.
- **City of Half Moon Bay Emergency Operations Plan**—The Emergency Operations Plan was utilized to identify hazards and determine mitigation efforts.

The following outside resources and references were reviewed:








- **Hazard Mitigation Plan Annex Development Toolkit**—The toolkit was used to support the identification of past hazard events and noted vulnerabilities, the risk ranking, and the development of the mitigation action plan.

10.11 ADDITIONAL COMMENTS

Changes to the hazard risk rankings and categories noted in comments in that section.

Half Moon Bay

Critical Facilities, 1 of 2

-  Food, Water, Shelter
-  Health and Medical
-  Safety and Security
-  Selected City
-  Incorporated Cities
-  County Boundary
-  Highways

Data Sources: ESRI Basemap,
San Mateo Co., DHS HIFLD



0 0.375 0.75 1.5
Miles

Half Moon Bay

Critical Facilities, 2 of 2

- Communications
- Energy
- Hazardous Materials
- Transportation
- ▭ Selected City
- ▭ Incorporated Cities
- ▭ County Boundary
- Highways







Data Sources: ESRI Basemap, San Mateo Co., DHS HIFLD



0 0.375 0.75 1.5 Miles

Half Moon Bay

Dam Failure Inundation Area Used for Risk Assessment

-  Inundation Area
-  Dam
-  Selected City
-  Incorporated Cities
-  County Boundary
-  Highways








Data Sources: ESRI Basemap,
San Mateo Co., CA DWR



0 0.375 0.75 1.5
Miles

Half Moon Bay

NEHRP Soil Class

-  C (Dense soil/soft rock)
-  D (Stiff soil)
-  E (Soft clay)
-  Selected City
-  Incorporated Cities
-  County Boundary
-  Highways










Data Sources: ESRI Basemap,
San Mateo Co., CGS



0 0.375 0.75 1.5
Miles

Half Moon Bay

Liquefaction Susceptibility

-  Very Low
-  Low
-  Moderate
-  High
-  Very High
-  Selected City
-  Incorporated Cities
-  County Boundary
-  Highways

Data Sources: ESRI Basemap,
San Mateo Co., ABAG (USGS)



0 0.375 0.75 1.5
Miles

Half Moon Bay

Butano M6.93 Earthquake Scenario

Mercalli Intensity Scale

- VI (Strong/Light)
- VII (Very Strong/Moderate)
- Selected City
- Incorporated Cities
- County Boundary
- Highways

Intensity scale described as:
(perceived shaking / potential damage)

Data Sources: ESRI Basemap,
San Mateo Co., USGS



0 0.375 0.75 1.5
Miles

Half Moon Bay

Monte Vista Shannon M7.14 Earthquake Scenario

Mercalli Intensity Scale

-  VII (Very Strong/Moderate)
-  VIII (Severe/Moderate-Heavy)
-  Selected City
-  Incorporated Cities
-  County Boundary
-  Highways

Intensity scale described as:
(perceived shaking / potential damage)

Data Sources: ESRI Basemap,
San Mateo Co., USGS



0 0.375 0.75 1.5
Miles

Half Moon Bay

100-Year Probabilistic Earthquake Scenario

Mercalli Intensity Scale

 VII (Very Strong/Moderate)

 Selected City

 Incorporated Cities

 County Boundary

 Highways

Intensity scale described as:
(perceived shaking / potential damage)

Data Sources: ESRI Basemap,
San Mateo Co., USGS



0 0.375 0.75 1.5
Miles

Half Moon Bay

San Andreas Peninsula M7.38 Earthquake Scenario

Mercalli Intensity Scale

-  VII (Very Strong/Moderate)
-  VIII (Severe/Moderate-Heavy)
-  Selected City
-  Incorporated Cities
-  County Boundary
-  Highways

Intensity scale described as:
(perceived shaking / potential damage)

Data Sources: ESRI Basemap,
San Mateo Co., USGS




0 0.375 0.75 1.5
Miles

Half Moon Bay

San Gregorio North M7.44 Earthquake Scenario

Mercalli Intensity Scale

-  VII (Very Strong/Moderate)
-  VIII (Severe/Moderate-Heavy)
-  Selected City
-  Incorporated Cities
-  County Boundary
-  Highways

Intensity scale described as:
(perceived shaking / potential damage)







Data Sources: ESRI Basemap,
San Mateo Co., USGS



0 0.375 0.75 1.5
Miles

Half Moon Bay

FEMA Flood Hazard Areas

-  1% Annual Chance Flood (100-Year)
-  0.2% Annual Chance Flood (500-Year)
-  Selected City
-  Incorporated Cities
-  County Boundary
-  Highways









Data Sources: ESRI Basemap, San Mateo Co., FEMA



0 0.375 0.75 1.5 Miles

Half Moon Bay

Susceptibility to Deep-Seated Landslides

-  Low
-  Moderate
-  High
-  Very High
-  Selected City
-  Incorporated Cities
-  County Boundary
-  Highways






Data Sources: ESRI Basemap,
San Mateo Co., CGS



0 0.375 0.75 1.5
Miles

Half Moon Bay

Sea Level Rise

-  Inundation Area
-  Selected City
-  Incorporated Cities
-  County Boundary
-  Highways

Inundation areas are a combination of Our Coast Our Future 200cm (6.6 feet) of SLR with 100-year storm for the Pacific Ocean coastline, and Adapting to Rising Tides 108 inches (9 feet) of SLR for the San Francisco Bay coastline.






Data Sources: ESRI Basemap, San Mateo Co., ART, OCOF



0 0.375 0.75 1.5
Miles

Half Moon Bay

Tsunami Hazard Areas

-  Hazard Areas
-  Selected City
-  Incorporated Cities
-  County Boundary
-  Highways

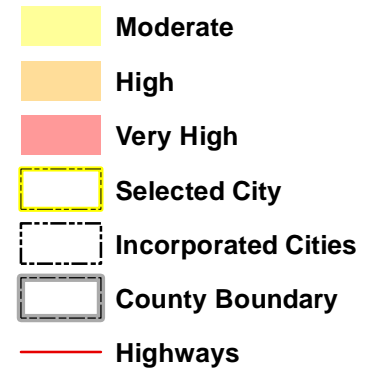
Data Sources: ESRI Basemap,
San Mateo Co., CGS



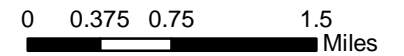
0 0.375 0.75 1.5
Miles

Half Moon Bay

Wildfire Hazard Severity Zones



Data Sources: ESRI Basemap, San Mateo Co., CAL FIRE





August 5, 2021

Catherine C. Engberg
Half Moon Bay City Attorney
501 Main St.
Half Moon Bay, CA 94019
cengberg@hmbcity.com

RE: Officer Involved Shooting and Death of Sandra Harmon
San Mateo DA Bureau of Investigation Case No. 20-0505-01

Dear Ms. Engberg:

This is in response to your request that the Attorney General's Office review the May 5, 2020 shooting death of Sandra Harmon by San Mateo Sheriff's Deputies in Half Moon Bay.

The law provides that district attorneys have responsibility for investigating and prosecuting crimes in their respective jurisdictions. (Government Code, section 26500.) The Attorney General ordinarily defers to the judgment of the local district attorneys and intervenes only in highly unusual circumstances, such as when the decision by the district attorney demonstrates an abuse of discretion. Our focus is on whether the district attorney's decision not to file charges was reasonable based on the facts and the law. In this matter, our office has adhered to this practice and conducted an abuse of discretion review.

In making crime-charging decisions, prosecutors must believe that the admissible evidence is of such convincing force that it would warrant a conviction of the crime charged by an objective fact finder beyond a reasonable doubt after hearing all of the evidence and considering the most reasonably foreseeable defenses. In this case, the San Mateo County District Attorneys' Office did not believe a prosecution would result in a conviction.

We have given all of the investigative materials very careful and thorough consideration. Following that review, we have concluded that the materials do not provide a basis for action on the part of this Office. We cannot say that the San Mateo County District Attorney's Office abused its discretion. Our hearts go out to Ms. Harmon's daughter and family, her friends, and the San Mateo Community members who supported our looking further into this tragic death. Thank you for bringing this matter to our attention.

Sincerely,

A handwritten signature in blue ink that reads "Geoffrey S. Lauter". The signature is written in a cursive style with a large, prominent initial "G".

GEOFFREY S. LAUTER
Deputy Attorney General

For ROB BONTA
Attorney General



COUNTY OF SAN MATEO

OFFICE OF THE SHERIFF

A TRADITION OF SERVICE SINCE 1856

CARLOS G. BOLANOS, SHERIFF
MARK C. ROBBINS, UNDERSHERIFF

March 26, 2021

To Whom It May Concern:

Please be advised that the "Citizens for a San Mateo County Gun Buyback" approached me to ask for my participation in a gun buyback program to occur at the end of this year.

The Sheriff's Office is excited to participate in such a program as we did in 2018 and 2019. We are prepared to collect and properly dispose of voluntarily relinquished firearms. Based on our experience in 2018 and 2019, we averaged about \$42,000 in distributed funds for relinquished firearms. Our hope is to raise \$125,000 in order to fund four future events in the next two to three years.

We are hopeful that a successful program will result in the removal of many guns from circulation and make the streets of San Mateo County safer for those who live and work here.

If you have any questions or would like to discuss this further, please do not hesitate to contact Captain Kristina Bell at (650) 802-4227.

Sincerely,

A handwritten signature in blue ink that reads "Carlos G. Bolanos".

Carlos G. Bolanos
Sheriff