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

## TUESDAY, AUGUST 18, 2026

**TED ADCOCK COMMUNITY CENTER,**
**535 KELLY AVENUE, HALF MOON BAY,**
**CALIFORNIA 94019**

**Debbie Ruddock, Mayor**
**Deborah Penrose, Vice Mayor**
**Robert Brownstone, Councilmember**
**Patric Jonsson, Councilmember**
**Paul Nagengast, 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 Business or Public Hearing matter will be called forward at the appropriate time during that item´s consideration.**

**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 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 provide reasonable accommodation to ensure accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II).**

http://halfmoonbay.gov/

**HYBRID MEETING PARTICIPATION PROTOCOLS**

*This meeting will be held in-person and via Zoom for public participation. Remote participation is provided as a supplemental way to provide public comment, but this method does not always work. The public is encouraged to attend in person to ensure full participation. Public comments may be made in-person or remotely via Zoom, and interpretation will be available. All Councilmembers and staff will participate in person. 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 the City website at https://www.halfmoonbay.gov/315/City-Council-Agendas. Please click to join the webinar: https://us06web.zoom.us/j/87674804231 or join by phone at 669-900-9128, using Webinar ID 876-7480-4231. If joining by phone, use *9 to raise your hand, *6 to mute and unmute.*

1. **ROLL CALL / PLEDGE OF ALLEGIANCE**

2. **APPROVAL OF AGENDA**

3. **PROCLAMATIONS AND PRESENTATIONS**

   **3.A MOBILE CRISIS RESPONSE TEAM (MCRT) PRESENTATION**

   **3.B MIDCOAST COMMUNITY COUNCIL UPDATE**

4. **MAYOR'S ANNOUNCEMENTS OF COMMUNITY ACTIVITIES AND COMMUNITY SERVICE**

5. **REPORT OUT FROM RECENT CLOSED SESSION MEETINGS**

6. **COMMISSION / COMMITTEE UPDATES**

7. **CITY MANAGER UPDATES TO COUNCIL**

   **7.A COASTSIDE COUNTY WATER DISTRICT TANK UPDATE**

   **7.B BUSINESS RESOURCE GUIDE**

   **7.C ZIP TRIPS**

   **7.D IMPLEMENTATION PLAN UPDATE**

   **7.E ADU ORDINANCE**

8. **PUBLIC FORUM**

9. **CONSENT CALENDAR**

**9.A WAIVE READING OF ORDINANCES AND RESOLUTIONS**

**9.B APPROVE MINUTES OF THE JULY 21, 2026 SPECIAL CITY COUNCIL MEETING**

ATTACHMENT - July 21, 2026 Special Meeting Minutes

**9.C APPROVE MINUTES OF THE JULY 21, 2026 REGULAR CITY COUNCIL MEETING**

ATTACHMENT - July 21, 2026 Regular Meeting Minutes

**9.D TREASURER'S REPORT FOR THE QUARTER ENDING JUNE 30, 2026**

**Staff Recommendation:** By motion, accept the Treasurer's Report for the quarter ending June 30, 2026.

STAFF REPORT

ATTACHMENT - Treasurer's Report

**9.E RENTAL ASSISTANCE PROGRAM AGREEMENT - FIRST AMENDMENT**

**Staff Recommendation:** Adopt a resolution approving the First Amendment to the Professional Services Agreement between the City of Half Moon Bay and Coastside Hope to modify the payment schedule from monthly reimbursements to a one-time lump sum payment while maintaining all reporting, documentation, and performance requirements.

STAFF REPORT

ATTACHMENT 1 - Rental Assistance Program Amendment Resolution

ATTACHMENT 2- Rental Assistance Program Amendment

ATTACHMENT 3 - Rental Assistance Agreement

**9.F ACCEPT THE WARRANTS FOR THE MONTH OF JULY 2026**

**Staff Recommendation:** Accept the warrants list for the month of July 2026.

STAFF REPORT

ATTACHMENT - Warrants List

**9.G AUTHORIZATION TO APPLY FOR CALIFORNIA INFRASTRUCTURE AND ECONOMIC DEVELOPMENT BANK FINANCING FOR SEWER INFRASTRUCTURE IMPROVEMENTS, DECLARATION OF OFFICIAL INTENT TO REIMBURSE CERTAIN EXPENDITURES FROM THE PROCEEDS OF AN OBLIGATION, AND APPROVING CERTAIN OTHER MATTERS IN CONNECTION THEREWITHIN**

**Staff Recommendation:** Adopt a resolution authorizing the City to apply for up to $10.3 million in financing through the California Infrastructure and Economic Development Bank Infrastructure State Revolving Fund Program and declaring the City's intent to reimburse eligible project expenditures from future financing proceeds.

STAFF REPORT

ATTACHMENT - Resolution

**9.H MAIN STREET BRIDGE REHABILITATION PROJECT - ADDITIONAL FUNDS TRANSFER**

**Staff Recommendation:** Adopt a resolution authorizing the City Manager to transfer $75,000 from the Wavecrest Road Water Line Project (CIP 9004) to the Main Street Bridge Rehabilitation Project (CIP 1036) to provide sufficient funding to complete Phase 2 construction and remaining project activities.

STAFF REPORT

ATTACHMENT 1 - Main Street Bridge Resolution

ATTACHMENT 2 - 2025 Secretary of the Interiors Standards Conformance Evaluation

ATTACHMENT 3 - 2019 Historical Resources Evaluation Report

**10. ORDINANCES AND PUBLIC HEARINGS**

**10.A INTRODUCTION OF AN ORDINANCE AMENDING THE MUNICIPAL CODE AND LOCAL COASTAL PROGRAM TO IMPLEMENT THE SIXTH CYCLE HOUSING ELEMENT**

**Staff Recommendation:** Introduce by title only and waive further reading of an ordinance amending Title 18 (Zoning) of the Municipal Code and Local Coastal Program Implementation (IP) to Implement Zoning Changes Identified in the Local Coastal Program Land Use Plan (LUP) and the Sixth Cycle Housing Element.

STAFF REPORT

ATTACHMENT 1 - PC Resolution P-26-15

ATTACHMENT 2 - Rezoning Ordinance

ATTACHMENT 3 - Rezoning Map

ATTACHMENT 4 - HCD Letter to Half Moon Bay Dated February 2 2026

ATTACHMENT 5 - HCD Letter to Half Moon Bay Dated March 24 2026

ATTACHMENT 6 - Public Comments

ATTACHMENT 7 - The State vs City of Half Moon Bay

## 11. RESOLUTIONS AND STAFF REPORTS

### 11.A TWO YOUTH APPOINTMENTS TO PARKS AND RECREATION COMMISSION

**Staff Recommendation:** Appoint two youth members to the Parks and Recreation Commission to fill scheduled vacancies.

STAFF REPORT

ATTACHMENT - Willing to Serve Forms Submitted

### 11.B CONSIDERATION OF AMENDMENTS TO CITY COUNCIL RULES OF PROCEDURE AND DECORUM

**Staff Recommendation:** Consider amendments to the City Council Rules of Procedure and Decorum ("City Council Rules") and adopt a Resolution approving amendments to City Council Rules.

STAFF REPORT

ATTACHMENT 1 - City Council Rules of Procedure and Decorum

ATTACHMENT 2-Redline of City Council Rules of Procedure and Decorum

### 11.C HIGHWAY 1 - NORTH (CIP PROJECT NO. 538) DESIGN AGREEMENT AMENDMENT NO. 8

**Staff Recommendation:** Adopt a resolution authorizing the City Manager to execute Amendment No. 8 to the professional services agreement with Mark Thomas and Company, Inc.

(MTCO) for an additional amount not to exceed $120,000 that covers supplemental design, permitting, certification, and bid support services for the Highway 1 Safety and Operational Improvements Project - North (CIP Project No. 0538).

STAFF REPORT

ATTACHMENT 1 - Resolution

ATTACHMENT 2 - Amendment No. 8

**11.D MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HALF MOON BAY AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS STATIONARY LOCAL NO. 39 FOR THE PERIOD OF JULY 1, 2026, THROUGH JUNE 30, 2030**

**Staff Recommendation:** Authorize the City Manager to execute the Memorandum of Understanding between the International Union of Operating Engineers Local No. 39 and the City of Half Moon Bay for the period of July 1, 2026, through June 30, 2030, and Approve the Applicable Salary Schedules.

STAFF REPORT

ATTACHMENT - Resolution

**11.E MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF HALF MOON BAY AND THE REPRESENTED MANAGEMENT TEAM; THE COMPENSATION AND BENEFITS PLANS FOR NON-REPRESENTED CONFIDENTIAL EMPLOYEES AND UNREPRESENTED EXECUTIVE EMPLOYEES FOR THE PERIOD OF JULY 1, 2026, THROUGH JUNE 30, 2030**

**Staff Recommendation:** Adopt resolutions: 1) Authorizing the City Manager to execute a Memoranda of Understanding between the City of Half Moon Bay and the Represented Management Team for the period of July 1, 2026, through June 30, 2030, and Approve the Applicable Salary Schedules; and 2) Approving the Compensation and Benefits Plans for Non-Represented Confidential Employees and Unrepresented Executive Employees for the same period and approving the Applicable Salary Schedules

STAFF REPORT

ATTACHMENT 1 - Resolution Approving MOU

ATTACHMENT 2 - Resolution Approving Benefits

**11.F SEWER AUTHORITY MID-COASTSIDE FISCAL YEAR 2026-27 OPERATIONS AND MAINTENANCE BUDGET MID-YEAR ADJUSTMENT**

**Staff Recommendation:** Adopt a resolution approving the Sewer Authority Mid-Coastside FY 2026-27 Operations and Maintenance Budget Mid-Year Adjustment and incorporating costs for the Montara Force Main Replacement Project, including the City of Half Moon Bay's associated increased assessment, consistent with Option 2 approved by the SAM Board of Directors on August 10, 2026.

STAFF REPORT

ATTACHMENT 1 - Resolution

ATTACHMENT 2 - SAM 08.10.2026 Staff Report

**12. FOR FUTURE DISCUSSION / POSSIBLE AGENDA ITEMS**

**13. CITY COUNCIL REPORTS**

**14. ADJOURNMENT**

**PUBLIC COMMENTS**

**PUBLIC COMMENTS RECEIVED**

Council Rules and Decorum Comments

Housing Element Public Comments

Public Comments Received after 8/13/26

# AGENDA DEL AYUNTAMIENTO
# REUNIÓN ORDINARIA DEL AYUNTAMIENTO
# CIUDAD DE LA BAHÍA DE MEDIA LUNA

## MARTES, 18 DE AGOSTO DE 2026

**CENTRO COMUNITARIO TED ADCOCK,**
**535 KELLY AVENUE, HALF MOON BAY,**
**CALIFORNIA 94019**

**Debbie Ruddock, alcaldesa**
**Deborah Penrose, Vicealcalde**
**Robert Brownstone, Concejal**
**Patric Jonsson, Concejal.**
**Paul Nagengast, concejal**

## 19:00

**Esta agenda contiene una breve descripción de cada punto a considerar. Quienes deseen dirigirse al Ayuntamiento sobre cualquier asunto no incluido en la agenda, pero que esté dentro de la jurisdicción del Ayuntamiento para resolver, podrán presentarse al atril durante la parte del Foro Público y dispondrán de un máximo de tres minutos para debatir su punto. Quienes deseen intervenir sobre un asunto empresarial o de audiencia pública serán llamados en el momento oportuno durante la consideración de dicho punto.**

**NOTA: Cualquier persona que desee presentar materiales al Ayuntamiento, por favor envíe siete copias al Secretario Municipal.**

**Copias de documentación escrita relacionada con cada punto del orden del día están archivadas en la Oficina del Secretario Municipal del Ayuntamiento, donde están disponibles para su inspección pública. Si se solicita, la agenda estará disponible en formatos alternativos apropiados para personas con discapacidad, tal y como exige la Sección 202 de la Ley de Estadounidenses con Discapacidades de 1990 (42 U.S.C. Sec. 12132). Se puede obtener información llamando al 650-726-8271.**

**En cumplimiento con la Ley de Estadounidenses con Discapacidades, se puede obtener asistencia especial para participar en esta reunión contactando con la Oficina del Secretario Municipal en el 650-726-8271. Una notificación de 48 horas permitirá a la ciudad proporcionar adaptaciones razonables para garantizar la accesibilidad a esta reunión (28 CFR 35.102-35.104 ADA Título II).**

http://halfmoonbay.gov/

**PROTOCOLOS HÍBRIDOS DE PARTICIPACIÓN EN REUNIONES**

*Esta reunión se celebrará presencialmente y por Zoom para la participación pública. La participación remota es proporcionada como una forma complementaria de obtener comentarios públicos, pero este método no siempre funciona. Se anima al público a asistir en persona para garantizar la plena participación. Los comentarios públicos pueden ser realizada en persona o remotamente por Zoom, y habrá interpretaciones disponibles. Todos los miembros del Consejo y El personal participará en persona. Durante cualquier parte de comentarios públicos, los asistentes pueden usar la opción "sube tu mano" y serán llamados y se desmutarán cuando les toque hablar. La reunión también será se podrá ver en streaming en el canal 27, en pacificcoast.tv y en la web de la ciudad en https://www.halfmoonbay.gov/315/City-Council-Agendas. Por favor, haz clic para unirte a la Seminario web: https://us06web.zoom.us/j/87674804231 o únete por teléfono al 669-900-9128, usando el ID del seminario web 876-7480-4231. Si te unes por teléfono, usa *9 para levantar la mano, *6 para silenciar y desactivar.*

1. **PASE DE LISTA / JURAMENTO A LA BANDERA**

2. **APROBACIÓN DE LA AGENDA**

3. **PROCLAMACIONES Y PRESENTACIONES**

   **3. UNA PRESENTACIÓN DEL EQUIPO MÓVIL DE RESPUESTA A CRISIS (MCRT)**

   **3.B ACTUALIZACIÓN DEL CONSEJO COMUNITARIO DE MIDCOAST**

4. **ANUNCIOS DEL ALCALDE SOBRE ACTIVIDADES COMUNITARIAS Y SERVICIO COMUNITARIO**

5. **INFORME DE LAS RECIENTES REUNIONES A PUERTA CERRADA**

6. **ACTUALIZACIONES DE LA COMISIÓN / COMITÉ**

7. **ACTUALIZACIONES DEL GERENTE MUNICIPAL AL AYUNTAMIENTO**

   **7. ACTUALIZACIÓN DE TANQUES DEL DISTRITO DE AGUA DEL CONDADO COSTERO**

   **7.B GUÍA DE RECURSOS EMPRESARIALES**

   **7.C ZIP TRIPS**

   **7.D ACTUALIZACIÓN DEL PLAN DE IMPLEMENTACIÓN**

   **7.E ORDENANZA DE ADU**

8. **FORO PÚBLICO**

9. **CALENDARIO DE CONSENTIMIENTO**

**9. UNA EXENCIÓN DE LA LECTURA DE ORDENANZAS Y RESOLUCIONES**

**9.B APRUEBA EL ACTA DE LA REUNIÓN ESPECIAL DEL AYUNTAMIENTO DEL 21 DE JULIO DE 2026**

ANEXO - Acta de la Reunión Extraordinaria del 21 de julio de 2026

**9.C APRUEBA EL ACTA DE LA REUNIÓN ORDINARIA DEL AYUNTAMIENTO DEL 21 DE JULIO DE 2026**

ANEXO - Acta de la Reunión Ordinaria del 21 de julio de 2026

**INFORME DEL TESORERO DE LA 9.D PARA EL TRIMESTRE FINALIZADO EL 30 DE JUNIO DE 2026**

**Recomendación del personal:** Por moción, aceptar el Informe del Tesorero para el trimestre que termina el 30 de junio de 2026.

INFORME DEL PERSONAL

ANEXO - Informe del Tesorero

**9.E ACUERDO DEL PROGRAMA DE ASISTENCIA AL ALQUILER - PRIMERA ENMIENDA**

**Recomendación del personal:** Adoptar una resolución que apruebe la Primera Enmienda al Acuerdo de Servicios Profesionales entre la ciudad de Half Moon Bay y Coastside Hope para modificar el calendario de pagos de reembolsos mensuales a un pago único único, manteniendo todos los requisitos de informe, documentación y desempeño.

INFORME DEL PERSONAL

ANEXO 1 - Resolución de enmienda al Programa de Asistencia al Alquiler

ANEXO 2- Enmienda al Programa de Asistencia para el Alquiler

ANEXO 3 - Acuerdo de Asistencia para el Alquiler

**9.F ACEPTAR LAS ÓRDENES PARA EL MES DE JULIO DE 2026**

**Recomendación del personal:** Aceptar la lista de órdenes para el mes de julio de 2026.

INFORME DEL PERSONAL

ANEXO - Lista de órdenes de arresto

**9.G AUTORIZACIÓN PARA SOLICITAR FINANCIACIÓN DEL BANCO DE INFRAESTRUCTURAS Y DESARROLLO ECONÓMICO DE CALIFORNIA PARA MEJORAS EN LA INFRAESTRUCTURA DE ALCANTARILLADO, DECLARACIÓN DE INTENCIÓN OFICIAL DE REEMBOLSAR CIERTOS GASTOS CON LOS INGRESOS DE UNA OBLIGACIÓN, Y LA APROBACIÓN DE CIERTOS OTROS ASUNTOS RELACIONADOS CON ELLO**

**Recomendación del personal:** Adoptar una resolución que autorice a la ciudad a solicitar hasta 10,3 millones de dólares en financiación a través del Programa del Fondo Estatal de Inversión de Infraestructura y Infraestructura del Banco de Desarrollo Económico de California y declare la intención de la ciudad de reembolsar los gastos elegibles del proyecto con futuros ingresos financiados.

INFORME DEL PERSONAL

ADJUNTO - Resolución

**9.H PROYECTO DE REHABILITACIÓN DEL PUENTE 9 H DE MAIN STREET - TRANSFERENCIA ADICIONAL DE FONDOS**

**Recomendación del personal:** Adoptar una resolución que autorice al Gerente Municipal a transferir 75.000 dólares del Proyecto de la Línea de Agua de Wavecrest Road (CIP 9004) al Proyecto de Rehabilitación del Puente Main Street (CIP 1036) para proporcionar fondos suficientes para completar la construcción de la Fase 2 y las actividades restantes del proyecto.

INFORME DEL PERSONAL

ANEXO 1 - Resolución del Puente de Main Street

ANEXO 2 - Evaluación de Conformidad de Normas del Secretario del Interior 2025

ANEXO 3 - Informe de Evaluación de Recursos Históricos 2019

**11. ORDENANZAS Y AUDIENCIAS PÚBLICAS**

**10.A INTRODUCCIÓN DE UNA ORDENANZA QUE MODIFICA EL CÓDIGO MUNICIPAL Y EL PROGRAMA COSTERO LOCAL PARA IMPLEMENTAR EL SEXTO ELEMENTO DE VIVIENDA DEL CICLO**

**Recomendación del personal:** Presentar solo por título y renunciar a la lectura adicional de una ordenanza que modifica el Título 18 (Zonificación) del Código Municipal y la Implementación del Programa Costero Local (IP) para implementar los cambios de zonificación identificados en el

Plan de Uso del Suelo del Programa Costero Local (LUP) y el Elemento de Vivienda del Sexto Ciclo.

INFORME DEL PERSONAL

ACCESORIO 1 - Resolución PC P-26-15

ANEXO 2 - Ordenanza de Rezonificación

ANEXO 3 - Mapa de rezonificación

ANEXO 4 - Carta de HCD a Half Moon Bay fechada el 2 de febrero de 2026

ANEXO 5 - Carta del HCD a Half Moon Bay fechada el 24 de marzo de 2026

ANEXO 6 - Comentarios públicos

ANEXO 7 - El Estado contra la Ciudad de Half Moon Bay

## 12. RESOLUCIONES E INFORMES DEL PERSONAL

### 11.A NOMBRAMIENTOS JUVENILES EN LA COMISIÓN DE PARQUES Y RECREACIÓN

**Recomendación del personal:** Nombrar a dos jóvenes miembros para la Comisión de Parques y Recreación para cubrir vacantes programadas.

INFORME DEL PERSONAL

ANEXO - Formularios de Disposición a Notificar Presentados

### 11.B CONSIDERACIÓN DE ENMIENDAS A LAS NORMAS DE PROCEDIMIENTO Y DECORO DEL AYUNTAMIENTO

**Recomendación del personal:** Considerar enmiendas a las Normas de Procedimiento y Decoro del Ayuntamiento ("Normas del Ayuntamiento") y adoptar una Resolución que apruebe enmiendas a las Normas del Ayuntamiento.

INFORME DEL PERSONAL

ANEXO 1 - Normas de procedimiento y decoro del Ayuntamiento

ANEXO 2-Redline de las Normas de Procedimiento y Decoro del Ayuntamiento

### 11.C HIGHWAY 1 - NORTH (PROYECTO CIP Nº 538) ENMIENDA AL ACUERDO DE DISEÑO Nº 8

**Recomendación del personal:** Adoptar una resolución que autorice al Gerente Municipal a ejecutar la Enmienda nº 8 del acuerdo de servicios profesionales con Mark Thomas and Company, Inc. (MTCO) por una cantidad adicional que no exceda los 120.000 dólares que cubra servicios suplementarios de diseño, permisos, certificación y apoyo a licitaciones para el Proyecto de Mejoras de Seguridad y Operaciones de la Carretera 1 - Norte (Proyecto CIP Nº 0538).

INFORME DEL PERSONAL

ANEXO 1 - Resolución

ANEXO 2 - Enmienda nº 8

**11.D MEMORANDO DE ENTENDIMIENTO ENTRE LA CIUDAD DE HALF MOON BAY Y EL SINDICATO INTERNACIONAL DE INGENIEROS OPERADORES LOCAL ESTACIONARIO Nº 39 PARA EL PERIODO DEL 1 DE JULIO DE 2026 AL 30 DE JUNIO DE 2030**

**Recomendación del personal:** Autorizar al Gerente Municipal a firmar el Memorando de Entendimiento entre el Sindicato Internacional de Ingenieros Operadores Local Nº 39 y la Ciudad de Half Moon Bay para el periodo del 1 de julio de 2026 al 30 de junio de 2030, y aprobar los tablos salariales aplicables.

INFORME DEL PERSONAL

ADJUNTO - Resolución

**11.E MEMORANDOS DE ENTENDIMIENTO ENTRE LA CIUDAD DE HALF MOON BAY Y EL EQUIPO DIRECTIVO REPRESENTADO; PLANES DE COMPENSACIÓN Y BENEFICIOS PARA EMPLEADOS CONFIDENCIALES NO REPRESENTADOS Y EMPLEADOS EJECUTIVOS NO REPRESENTADOS PARA EL PERIODO DEL 1 DE JULIO DE 2026 AL 30 DE JUNIO DE 2030**

**Recomendación del personal:** Adoptar resoluciones: 1) Autorizar al Gerente Municipal a firmar un Memorando de Entendimiento entre la Ciudad de Half Moon Bay y el Equipo de Gestión Representado para el periodo del 1 de julio de 2026 al 30 de junio de 2030, y Aprobar los tablos salariales aplicables; y 2) Aprobar los Planes de Compensación y Beneficios para Empleados Confidenciales No Representados y Empleados Ejecutivos No Representados durante el mismo periodo y aprobar los Tablos Salariales Aplicables

INFORME DEL PERSONAL

ANEXO 1 - Resolución que aprueba el MOU

ANEXO 2 - Resolución que aprueba beneficios

**11.F AUTORIDAD DE ALCANTARILLADO AJUSTE PRESUPUESTARIO DE MITAD DE AÑO FISCAL COSTERA 2026-27**

**Recomendación del personal:** Adoptar una resolución que apruebe el Presupuesto de Operaciones y Mantenimiento de Medio de la Costa 2026-27 para el Ajuste de Medio Año Anual de la Autoridad de Alcantarillado y Mantenimiento a mitad de año e incorpore los costes del Proyecto de Reemplazo de la Principal Fuerza Montara, incluyendo la evaluación aumentada asociada de la ciudad de Half Moon Bay, de acuerdo con la Opción 2 aprobada por la Junta Directiva de SAM el 10 de agosto de 2026.

INFORME DEL PERSONAL

ANEXO 1 - Resolución

ADJUNTO 2 - SAM 08.10.2026 Informe del personal

**15. PARA FUTURAS DISCUSIONES / POSIBLES PUNTOS DE LA AGENDA**

**16. INFORMES DEL AYUNTAMIENTO**

**17. Suspensión**

**COMENTARIOS PÚBLICOS**

**COMENTARIOS PÚBLICOS RECIBIDOS**

Normas del Consejo y Comentarios sobre el Deco

Elementos de Vivienda Comentarios Públicos

**CITY OF HALF MOON BAY CITY COUNCIL**
**TUESDAY, JULY 21, 2026**
**SPECIAL MEETING**
**ADCOCK COMMUNITY CENTER, 535 KELLY AVENUE**

## 1. CONVENE SPECIAL MEETING / ROLL CALL

Mayor Ruddock called the Special Meeting to order at approximately 6:00 p.m.

## 2. OPEN SESSION IDENTIFICATION OF CLOSED SESSION ITEMS

## 3. PUBLIC COMMENT ON CLOSED SESSION ITEMS

## 4. CLOSED SESSION

### 4.A CONFERENCE WITH REAL PROPERTY NEGOTIATORS-PURSUANT TO GOVERNMENT CODE SECTION 54956.8

Property: Real property located at 1000 N. Cabrillo Hwy., Half Moon Bay CA 94019 (APN 048-24-0030)-Wastewater Treatment Facility
Agency negotiator: Matthew Chidester, City Manager
Negotiating parties: Sewer Authority Mid-Coastside (SAM JPA) and City of Half Moon Bay
Under negotiation: Price and Terms of Payment.

Councilmember Jonsson recused from the item due to the location of his residence.

### 4.B CONFERENCE WITH LEGAL COUNSEL— ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9 and paragraph (3) of subdivision (e) of Section 54956.9: (One Case-see attached)

## 5. ADJOURN SPECIAL MEETING

Mayor Ruddock adjourned the Special Meeting at approximately 6:50 p.m.

Respectfully Submitted:

_____

Maggie Rodriguez, City Clerk

*Approved by the City Council at the August ___, 2026 Regular meeting.

**CITY OF HALF MOON BAY CITY COUNCIL**
**TUESDAY, JULY 21, 2026**
**REGULAR MEETING MINUTES**
**ADCOCK COMMUNITY CENTER, 535 KELLY AVENUE**

## 1. ROLL CALL / PLEDGE OF ALLEGIANCE

Mayor Ruddock called the Regular Meeting to order at 7:05 p.m. and led the pledge of allegiance. City Clerk Rodriguez called the Roll Call.

**PRESENT:** **Councilmembers Brownstone, Jonsson, Nagengast, Vice Mayor Penrose and Mayor Ruddock**

## 2. APPROVAL OF AGENDA

**MOTION**

Councilmember Brownstone moved and Vice Mayor Penrose seconded a motion to approve the agenda hearing item 11A immediately after consent agenda. The motion carried by unanimous vote.

## 3. PROCLAMATIONS AND PRESENTATIONS

### 3.A HONORING LOCAL YOUTH SPORTS TEAMS: HMB PIRATES & HMB AYSO

City Council staff congratulated local youth sports teams on their recent accomplishments.

The following individuals addressed the council:
- David Seaton
- Collette Seaton

### 3.B C.E.R.T. / LISTOS RECOGNITION

Tony Serrano and Supervisor Ray Mueller congratulated recent CERT graduates.

The following individuals addressed the council:
- Cid Young

## 4. MAYOR'S ANNOUNCEMENTS OF COMMUNITY ACTIVITIES AND COMMUNITY SERVICE

None.

## 5. REPORT OUT FROM RECENT CLOSED SESSION MEETINGS

City Attorney Bazzano reported the Council met in Closed Session on July 21, 2026, on two items. There was no reportable action on 4A, item 4B settled a claim for $16,705.62 with Coastside County Water District.

## 6. COMMISSION / COMMITTEE UPDATES

### 6.A BPAC REPORT OUT

Interim Public Works Director Leda reported out on recent BPAC meeting regarding the Bicycle Pedestrian Master Plan.

### 6.B PLANNING COMMISSION REPORT OUT

City Manager Chidester reported that the Planning Commission met and received a presentation from the City Attorney's Office regarding SB35.

## 7. CITY MANAGER UPDATES TO COUNCIL

### 7.A BIG WAVE GRAND OPENING

Assistant City Clerk Rescino presented on the grand opening of Big Wave Center.

### 7.B MAIN STREET BRIDGE UPDATE

Public Works Superintendent Seeley provided updates on the Main Street Bridge upgrades.

### 7.C ECONOMIC VITALITY UPDATE

Interim Deputy City Manager Decker, Interim Economic and Community Vitality Manager Acosta and Interim Management Analyst Acosta provided updates from the Economic and Community Vitality Department including topics of World Cup Programming, Human Trafficking Awareness, Business Resource Guide and BOLT (Business Operators Learning Together) Newsletter.

## 8. PUBLIC FORUM

The following individuals addressed the Council:

- Joaquin Jimenez

## 9. CONSENT CALENDAR

Mayor Ruddock announced Councilmember Nagengast will abstain from item 9K and will hear item 9L separately.

**MOTION**

Vice Mayor Penrose moved and Councilmember Jonsson seconded a motion to approve Consent Calendar minus item 9L. The motion carried by 5-0 unanimous vote, with Councilmember Nagengast abstaining from item 9k.

**9.A WAIVE READING OF ORDINANCES AND RESOLUTIONS**
**9.B APPROVE MINUTES OF THE JUNE 16, 2026 SPECIAL MEETING**
**9.C APPROVE MINUTES OF THE JULY 16, 2026 REGULAR MEETING**
**9.D RESOLUTION NO. 2026-55, STATE AND FEDERAL ADVOCACY SERVICES AGREEMENT WITH TOWNSEND PUBLIC AFFAIRS, INC.**
**9.E D RESOLUTION NO. 2026-56 AMENDMENT NO. 2 TO COOPERATION AND PARTICIPATION AGREEMENT WITH SAN MATEO COUNTY TO BE ELIGIBLE FOR FEDERAL HOUSING FUNDING**
**9.F ACCEPT THE WARRANTS FOR THE MONTH OF JUNE 2026**
**9.G RESOLUTION NO. 2026-57 POTENTIAL ACQUISITION OF SAN MATEO COUNTY APN 056-126-040, HALF MOON BAY**
**9.H RESOLUTION NO. 2026-58 APPROVAL OF WATER SERVICE AGREEMENT WITH COASTSIDE COUNTY WATER DISTRICT FOR THE WAVECREST ROAD WATER LINE PROJECT**
**9.I RESOLUTION NO. 2026-59 AUTHORIZATION TO APPLY FOR A CERTIFICATE OF CONSENT TO SELF-INSURE WORKERS' COMPENSATION LIABILITIES THROUGH THE PLAN JPA WORKERS' COMPENSATION PROGRAM**
**9.J RESOLUTION NO. 2026-60 PUBLIC WORKS DEPARTMENT CLASSIFICATION CHANGES**
**9.K RESOLUTION NO. 2026-61, REVISIONS TO DEADLINES FOR ARGUMENTS IN RESOLUTION NO. 2026-39**

**9.L RESOLUTION NO. 2026-62 SISTER CITY MOU WITH NAZARÉ, PORTUGAL**
The following individuals addressed the Council on item 9L:

- Fernando Oliveira
- Jonathan Oliveira
- John Muller
- Kerry Burke

**MOTION**

Councilmember Brownstone moved and Councilmember Jonsson seconded a motion to approve item 9L, a Sister City MOU with Nazare, Portugal. The motion carried unanimously.

**MAYOR RUDDOCK ANNOUNCED ITEM 11A WILL BE HEARD BEFORE ITEM 10A.**

**11.A CITY CLERK'S CERTIFICATION OF THE REFERENDUM PETITION AGAINST ORDINANCE NO. 2026-01 (RELATING TO THE 555 KELLY AVENUE PROJECT) AND COUNCIL CONSIDERATION OF SUBMISSION OF ORDINANCE NO. 2026-01 TO HALF MOON BAY VOTERS PURSUANT TO ELECTIONS CODE SECTION 9240**

City Clerk Rodriguez presented the staff report to council.

The following individuals addressed the Council:

- Joaquin Jimenez
- Carolina Carbajal
- Rocia Avila Garcia
- Hal Bogner
- Rick Bonia
- Jordan Grimes
- Kelly Hollywood
- Lilly Rey
- Harvey Rarback
- Belinda Hernandez Arriaga
- Eric DeBode
- Nancy Fontana
- Mike Ferreira

City Council provided comments on the item.

**RECESS**

Mayor Ruddock requested a recess at 9:02 the meeting reconvened at 9:21 with all members present.

**MOTION**

Councilmember Nagengast moved and Vice Mayor Penrose seconded the motion to adopt Resolution No 2026-63 to submit Ordinance No. 2026-01 to the voters at the November 3, 2026, general municipal election with the noted changes in the ballot question as recommended by the City Attorney and authorizing the City Clerk to make minor non-substantive changes in order to ensure the 75-word count limit is met. The motion carried 5-0.

**10. ORDINANCES AND PUBLIC HEARINGS**

**10.A FISCAL YEAR 2026-27 SEWER SERVICE CHARGES AND ASSESSMENTS**

Interim Administrative Services Director Stiles presented their staff report.

**MOTION**

Councilmember Brownstone moved and Vice Mayor Penrose seconded a motion to adopt Resolution No 2026-64 approving the Fiscal Year 2026-27 Sewer Service Assessments and charges, directing staff to file the assessment roll, authorizing the County Controller to place the assessment charges on the County of San Mateo Property Tax Roll, and directing staff to bill assessments directly that are not on the tax roll.

**11. RESOLUTIONS AND STAFF REPORTS**

**11.B REQUEST FOR PROPOSALS FOR SEWER RATE STUDY AND ADOPTION OF RATE SETTING PROCEDURES UNDER PROPOSITION 218 AND ASSEMBLY BILL 2257**

Interim Administrative Services Director Stiles and Interim Public Works Director Leda presented the staff. Council discussed the item and asked clarifying questions.

**MOTION**

Councilmember Nagengast moved and Mayor Ruddock seconded a motion to move to Adopt resolutions No 2026-65 Authorizing a Professional Services Agreement with Kirsch & Associates for project management support in an amount not to exceed $30,000; and Resolution No 2026-66 authorizing Release of a Request for Proposals for professional sewer rate study services; and Resolution No 2026-67 establishing sewer rate setting procedures under Proposition 218 and Assembly Bill 2257. The motion carried unanimously.

**Mayor Ruddock moved item 11E ahead of item 11C.**

**11.E AMENDMENT TO AGREEMENT FOR GOLF FACILITIES FEES**

Councilmember Nagengast recused from the item as he is an employee of the golf course. City Manager presented the staff report.

The following individuals addressed the Council:

- Bruce Russell

**MOTION**

Councilmember Brownstone moved and Mayor Ruddock seconded a motion to adopt Resolution No 2026-68 authorizing the City Manager to negotiate and execute an Amendment to the Owner Participation Agreement with Ocean Colony Partners, LLC, to extend the Termination Date to September 16, 2036, amend the Fee, and amend or delete certain Sections of the Agreement. The motion carried 4-0 with Councilmember Nagengast recusing.

**11.C CONSTRUCTION CONTRACT AWARD FOR THE WAVECREST ROAD WATER LINE PROJECT (CIP PROJECT NO. 9004)**

Interim Public Works Director Leda presented the staff report. City Council discussed the item and asked clarifying questions.

The following individuals addressed the council:

- Naomi Patridge
- RJ Jennings

**MOTION**

Councilmember Nagengast moved and Mayor Ruddock seconded the motion to adopt Resolution No 2026-69 authorizing the City Manager to award and execute a construction contract to the lowest responsive and responsible bidder, Golden State Construction & Utility, Inc., of San Francisco, California, in the amount of $774,000, and approve a construction contingency amount not to exceed $154,800 (20%) for the Wavecrest Road Water Line Project (CIP Project No. 9004) for a total construction budget of $928,800. The motion unanimously

**11.D PROFESSIONAL SERVICES AGREEMENT WITH BRUSH HOG TREE CARE, INC.**

Interim Public Works Director Leda presented the item. Council asked clarifying questions of staff and discussed the item. The following individuals addressed the council:

- Cid Young

**MOTION**

Councilmember Nagengast moved and Mayor Ruddock seconded the motion to Resolution No 2026-70 authorizing the City Manager to execute a professional services agreement with Brush Hog Tree Care, Inc., to provide city-wide median landscape maintenance services for Fiscal Year 2026-27 in an amount not to exceed $35,400 with up to four (4) optional one-year extensions. The motion carried 4-1 with Vice Mayor Penrose voting no.

**11.F AGREEMENT FOR LAW ENFORCEMENT SERVICES WITH THE SAN MATEO COUNTY SHERIFF'S OFFICE**

City Manager Chidester presented the item. The following individuals addressed the Council:

- Nancy Fontana

**MOTION**

Councilmember Brownstone moved and Councilmember Nagengast seconded a motion to Resolution No 2026-71 authorizing the City Manager to: 1) Execute a Law Enforcement Services Agreement with the San Mateo County Sheriff's Office for a term of five years from July 1, 2025, through June 30, 2030; and 2) Execute Amendment One to the Law Enforcement Services Agreement setting the Rates and Payment Schedule for Fiscal Year 2026-27. The motion carried unanimously.

**12. FOR FUTURE DISCUSSION / POSSIBLE AGENDA ITEMS**

Councilmember Nagengast asked about the Petition of Writ of Mandate from the Governor, which would be a closed session topic.

**13. CITY COUNCIL REPORTS**

None.

**14. ADJOURNMENT**

Mayor Ruddock adjourned the meeting at approximately 11:01 p.m.

Respectfully Submitted:

_____
Maggie Rodriguez, City Clerk

*Approved by the City Council at the ____Regular meeting.

**BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY**

**AGENDA REPORT**

For meeting of: **August 18, 2026**

**TO:** Honorable Mayor and City Council

**VIA:** Matthew Chidester, City Manager

**FROM:** Kenneth Stiles, Interim Administrative Services Director

**TITLE:** **TREASURER'S REPORT FOR THE QUARTER ENDING JUNE 30, 2026**

---

**RECOMMENDATION:**
By motion, accept the Treasurer's Report for the quarter ending June 30, 2026.

**FISCAL IMPACT:**
There is no fiscal impact with the acceptance of this report.

**STRATEGIC ELEMENT:**
This recommendation supports the *Fiscal Sustainability* and *Inclusive Governance* Elements of the Strategic Plan.

**BACKGROUND:**
In accordance with Government Code Section 53600 et seq., the City's Treasurer is to provide the City Council with a report on investments on a quarterly basis. As shown in the Treasurer's Report (Attachment 1), the City's investments are in external investment pools listed at cost, as well as its fair value, not amortized cost, in compliance with Governmental Accounting Standard. The City's investment practices strictly follow Government Code Section 53600 et seq., the City's investment policy, and a prudent person's rule.

**DISCUSSION:**
The City's cash and investment portfolio, at fair market value, as of June 30, 2026, is $58 million of which $42.6 million is placed with the San Mateo County Treasurer's Investment Pool and $8.9 million is placed with the State Controller's Local Agency Investment Fund (LAIF), and $6.5 million in operating accounts with Wells Fargo Bank. The average weighted yield for the City's cash and investments is 3.53 % for the quarter.

**ATTACHMENT:**
Treasurer's Report for the quarter ending June 30, 2026

Docusign Envelope ID: 48860FF3-9F90-8560-8034-59C0861358E8

# City of Half Moon Bay
## Treasurer's Report
## June 30, 2026

**1. Cash and investments were comprised of the following instruments as of June 30, 2026, shown with the carrying amount, fair value, and corresponding yields on investment and interest earnings:**

| | City Treasury | Fiscal Agents | Carrying Amount | Fair Value | Quarterly Yield | Quarterly Interest Earnings | FYTD Interest Earnings |
|---|---|---|---|---|---|---|---|
| Petty Cash | 617 | - | 617 | 617 | | - | - |
| Wells Fargo Bank: | | | | | | | |
| Checking | 6,339,315 | - | 6,339,315 | 6,339,315 | | - | - |
| Payroll | 137,231 | - | 137,231 | 137,231 | | - | - |
| California State Treasurer: | | | | | | | |
| LAIF - General Fund | 8,951,806 | - | 8,951,806 | 8,941,711 | 3.81% | 87,385 | 361,802 |
| San Mateo County Treasurer | | | | | | | |
| SMC Pool - General Fund | 42,455,651 | - | 42,455,651 | 42,605,095 | 4.01% | 412,911 | 1,502,707 |
| **TOTAL CASH AND INVESTMENTS** | **57,884,620** | **-** | **57,884,620** | **58,023,970** | | **500,296** | **1,864,509** |

*Fair Value (GASB 31) includes investment returns which are not yet realized and at amortized costs. Information is obtained from individual institutions' portfolio statements.

**2. Investment maturities:**

The City limits market risk by limiting the types and maturities of its investments and by not borrowing against those investments.

Investment maturities may not exceed five years with the exception of investments as specified in bond debt covenants. Investment yield is ranked after safety and liquidity in making investment decisions.

Investments at June 30, 2026 mature as follows:

| | City Treasury | Fiscal Agents | Total |
|---|---|---|---|
| Available immediately | 57,884,620 | - | 57,884,620 |
| Maturities less than one year | - | - | - |
| Maturities of one to five years | - | - | - |
| Greater than five years | - | - | - |
| **Total** | 57,884,620 | - | 57,884,620 |

**3. Investments Sectors, as a percentage of total portfolio and also with investment performance comparisons:**

| Investment sectors as a % of total portfolio | |
|---|---|
| Demand Deposits and Money Market | 11.19% |
| Local Agency Investment Fund | 15.46% |
| San Mateo Co. Investment Pool | 73.35% |
| Fiscal Agent | - |
| | 100.00% |

Investment performance comparisons

| Date | Total | Yield | Interest |
|---|---|---|---|
| 6/30/2024 | 51,442,186 | 3.93% | 1,762,817 |
| 6/30/2025 | 50,242,256 | 3.76% | 1,845,384 |
| 6/30/2026 | 58,023,970 | 3.53% | 1,864,509 |

I certify that this reports all Government Agency pooled investments and is in conformity with the investment policy of the City of Half Moon Bay as stated in resolution number C-2019-107 dated December 17th, 2019. A copy of this Resolution is available at the office of the City Clerk and on the cities website http://www.hmbcity.com. The Investment Program provides sufficient cash flow liquidity to meet the estimated expenditures of the next six months, as required by Code Section 53646.

ken Stiles — 8/5/2026

Interim Administrative Services Director — Date

Leslie Lacko — 8/5/2026

Acting City Manager — Date

**CITY OF HALF MOON BAY**
**CASH AND INVESTMENTS REPORT**
**FOR QUARTER ENDING 06/30/2026**

| | |
|---|---|
| **GENERAL FUND** | **19,160,360.61** |
| **RESTRICTED FUNDS** | |
| STORM DRAIN OPERATING FUND | 277,844.30 |
| TRAFFIC MITIGATION FUND | 4,859,639.46 |
| LIBRARY | 18,181.66 |
| MAIN STREET BRIDGE | 60,881.49 |
| GAS TAX | 3,331,618.02 |
| STREET AND ROAD FUND | 2,127,634.05 |
| MEASURE A FUND | 2,726,424.73 |
| PARK FACILITY DEVELOPMENT | 29,825.91 |
| AFFORDABLE HOUSING | 4,791,653.34 |
| PUBLIC FACILITIES | 1,422,610.79 |
| POLICE SPECIAL REVENUE | 1,383,722.83 |
| JOB-BOND PROCEED FD | 0.96 |
| GENERAL PLAN FEE SPECIAL REVENUE | 25,447.65 |
| MEASURE W FUND | 1,275,474.17 |
| LOT ACQUISITION/DEVELOPMENT | 1,183,858.26 |
| CZI GRANTS | 28,309.49 |
| OCC GRANT | (124,698.15) |
| GRANTS & SPECIAL PROJECTS FUND | 186,164.32 |
| GEN FD CAPITAL PROJECTS | 2,542,320.58 |
| DRAINAGE FUND | 1,256,289.08 |
| LIBRARY CAPITAL | 529,021.21 |
| CARTER PARK CAPITAL | 52,025.47 |
| SEWER FUNDS | 3,863,961.84 |
| VEHICLE REPLACEMENT | 301,277.80 |
| FURN/FIXT & EQUIP FUND | 1,184,094.14 |
| RISK MANAGEMENT | 3,826,184.26 |
| RETIREMENT STABILIZATION | 1,564,491.58 |
| **TOTAL RESTRICTED FUNDS** | **38,724,259.24** |
| **GENERAL LEDGER (BOOK) TOTAL** | **57,884,619.85** |
| **BANK BALANCES ON 06/30/2026** | |
| WELLS FARGO GENERAL CHECKING | 6,591,041.05 |
| WELLS FARGO PAYROLL CHECKING | 138,626.44 |
| LOCAL AGENCY INVESTMENT FUND (LAIF) | 8,951,805.70 |
| SAN MATEO COUNTY INVESTMENT POOL | 42,455,650.71 |
| Add: PETTY CASH ACCOUNTS | 617.46 |
| RECONCILING ITEMS | - |
| Less: OUTSTANDING CHECKS | (282,413.12) |
| Plus: DEPOSITS IN TRANSIT | 29,291.61 |
| Plus: VOID CHECKS | - |
| **BANK RECONCILIATION TOTAL** | **57,884,619.85** |

**AGENDA REPORT**

For meeting of: **August 18, 2026**

**TO:** Honorable Mayor and City Council

**VIA:** Matthew Chidester, City Manager

**FROM:** Irma Acosta, Interim Management Analyst

**TITLE:** **RENTAL ASSISTANCE PROGRAM AGREEMENT - FIRST AMENDMENT**

---

**RECOMMENDATION:**
Adopt a resolution approving the First Amendment to the Professional Services Agreement between the City of Half Moon Bay and Coastside Hope to modify the payment schedule from monthly reimbursements to a one-time lump sum payment while maintaining all reporting, documentation, and performance requirements.

**FISCAL IMPACT:**
The proposed First Amendment does not change the total compensation authorized under the Agreement. The total contract amount of $120,000 will remain unchanged. The First Amendment only modifies the timing of payments by authorizing a one-time payment in place of reimbursements, as Coastside Hope has indicated they cannot front the cost of the rental support payments. Funding for the Agreement was included in the Fiscal Year 2026-27 budget.

**STRATEGIC ELEMENTS:**
This action supports the *Healthy Communities and Public Safety*, and *Inclusive Governance* Elements of the Strategic Plan.

**BACKGROUND:**
On July 1, 2026, the City entered into a Professional Services Agreement with Coastside Hope to administer the City's Rental Assistance Program. The Agreement provides funding to assist eligible households experiencing financial hardship direct rental assistance and related program administration. As approved, the agreement requires Coastside Hope to submit monthly invoices for reimbursement of eligible expenses. Following execution of the Agreement, Coastside Hope informed City staff that the reimbursement model presents operational challenges due to the nature of the program, which requires funds to be available to assist eligible households as needs arise.

Because the agreement approved by the City Council specifically requires monthly invoicing and reimbursement, modifying the payment schedule requires Council approval by amending the Professional Services Agreement.

**DISCUSSION:**

The Rental Assistance Program is designed to provide timely financial assistance to eligible households experiencing housing instability. Unlike programs with fixed or predictable monthly expenditures, requests for rental assistance are received throughout the year and often require immediate action to prevent eviction or housing instability. Under the current payment schedule, Coastside Hope is required to advance program funds and submit monthly invoices for reimbursements which can create administrative and cash flow challenges for the organization.

To better support efficient administration of the program, City staff worked with Coastside Hope, the Finance Department, and the City Attorney's office to evaluate an alternative payment schedule. The proposed First Amendment modifies the Agreement to allow the City to provide contract funding at a one-time lump sum payment rather than through monthly reimbursements. Providing the full funding at the beginning of the Agreement will allow Coastside Hope to respond more quickly to eligible households seeking assistance and administer the program more effectively without delays associated with monthly reimbursement processing. The proposed Agreement does not modify the scope of services, contract term, or total compensation approved by City Council. Coastside Hope will continue to administer the Rental Assistance Program in accordance with the terms of the Agreement and will remain responsible for complying with all reporting, documentation, and performance requirements. The organization will continue to submit regular reports detailing expenditures, households served, and program outcomes, allowing the City to monitor the use of the funds and make sure that the program is meeting its intended objectives.

In addition to improving the efficiency of the program administration, the proposed payment schedule will reduce administrative processing for both Coastside Hope and City staff by eliminating the need for monthly invoicing and reimbursement requests. The First Amendment maintains the City's financial oversight and accountability while providing Coastside Hope with the flexibility needed to administer the program effectively and deliver assistance to residents in a timely manner.

**CONCLUSION**

The proposed First Amendment to the Professional Services Agreement with Coastside Hope better aligns the payment schedule with the operational needs of the City's Rental Assistance Program while preserving the City's financial oversight and accountability measures. Modifying the payment schedule from monthly reimbursements to a one-time lump sum payment will provide Coastside Hope with the flexibility needed to administer the program efficiently and provide timely rental assistance to eligible households experiencing housing instability.

The proposed First Amendment does not modify the scope of services, contract term, or total compensation previously approved by City Council. Coastside Hope will continue to comply with all reporting, documentation, and performance requirements outlined in the Agreement, ensuring transparency and accountability in the use of City funds.

Staff recommends that the City Council adopt the resolution approving the First Amendment to the Professional Services Agreement with Coastside Hope.

**ATTACHMENTS**

1. Resolution
2. First Amendment
3. Original Professional Services Agreement

**RESOLUTION NO. 2026-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY APPROVING THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH COASTSIDE HOPE TO MODIFY THE PAYMENT STRUCTURE FOR THE CITY'S RENTAL ASSISTANCE PROGRAM**

**WHEREAS,** on July 1, 2026, the City of Half Moon Bay entered into a Professional Services Agreement with Coastside Hope to administer the City's Rental Assistance Program, providing direct rental assistance to eligible households experiencing financial hardship; and

**WHEREAS,** the Professional Services Agreement approved by the City Council requires Coastside Hope to submit monthly invoices for reimbursement of eligible program expenses; and

**WHEREAS,** following execution of the Agreement, Coastside Hope requested a modification to the payment structure to better align with the operational needs of administering the Rental Assistance Program; and

**WHEREAS,** City staff evaluated the requested payment structure in consultation with Coastside Hope, the City's Finance Department and the City Attorney's Office and determined that providing the approved contract funding as a one-time lump sum payment would improve program administration while maintaining appropriate financial oversight and accountability; and

**WHEREAS,** the proposed First Amendment modifies the payment structure from monthly reimbursements to a one-time lump sum payment but does not change the scope of services, contract term, reporting requirements, or the total compensation previously approved by the City Council; and

**WHEREAS,** Staff recommends approval of the First Amendment to facilitate the efficient administration of the City's Rental Assistance Program while ensuring continued accountability for the use of public funds; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Half Moon Bay hereby authorizes the City Manager to execute the First Amendment to the Professional Services Agreement with Coastside Hope, modifying the payment structure from monthly reimbursement to a one-time lump sum payment while maintaining all other terms and conditions of the Agreement.

**********

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 18th day of August 2026, by the City Council of Half Moon Bay by the following vote:

AYES, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ATTEST:

_____
Maggie Rodriguez, City Clerk

APPROVED:

_____
Debbie Ruddock, Mayor

**CITY OF HALF MOON BAY**
**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

THIS FIRST AMENDMENT, for reference dated August 18, 2026, ("First Amendment") TO THE PROFESSIONAL SERVICES AGREEMENT dated July 1, 2026, is made by and between the City of Half Moon Bay, a California municipal corporation ("City") and Coastside Hope, a local non-profit organization ("Consultant").

**RECITALS**

**WHEREAS,** City and Consultant have previously entered into a Professional Services Agreement dated July 1, 2026; and

**WHEREAS,** the original Professional Services Agreement, as amended by this and any subsequent amendments, is hereafter referred to, collectively, as the 'Agreement; 'and

**WHEREAS,** City and Consultant desire to amend the Agreement as specified herein.

**NOW, THEREFORE,** it is agreed by the undersigned Parties as follows:

A. Section 2. Compensation is hereby modified to read as follows:

"Section 2. COMPENSATION. Exhibit A to this contract contains the Scope of Work and the Fee Schedule. The City shall pay Consultant for services rendered pursuant to the Fee Schedule at the time and in the manner set forth herein. Consultant shall be compensated in the manner specified herein. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement."

B. Section 2.1 is hereby modified to read as follows:

"Section 2.1 Reserved."

C. Section 2.2 of the Agreement is hereby modified to read as follows:

"The total compensation payable under this Agreement shall not exceed One Hundred Twenty Thousand Dollars ($120,000)**.** The City shall provide the total contract amount as a one-time lump sum payment upon execution of this First Amendment. Consultant shall continue to perform all services described in the Agreement and shall comply with all reporting, documentation, and performance requirements set forth therein. No additional compensation shall be paid unless authorized by a written amendment approved by the City."

D. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the City and the Consultant have executed this First Amendment effective as of the dates shown below.

"CITY"
CITY OF HALF MOON BAY

Date:_____ By:_____
City Manager

**ATTEST:** **APPROVED AS TO FORM:**

By:_____ _____
City Clerk City Attorney

Date:_____

"CONSULTANT"
Coastside Hope

Date:_____ By:_____
Judith Guerrero

Its:_ Executive Director_____

ATTACHMENTS:

1. EXHIBIT A: ORIGINAL PSA

**Exhibit A – Addition**

**Original PSA**

Docusign Envelope ID: 897F99E4-ABB0-8A79-8172-105863A24925

# CITY OF HALF MOON BAY
# PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made by and between the City of Half Moon Bay, ("City") and Coastside Hope, a California nonprofit corporation ("Consultant"), effective as of July 1, 2026.

**Section 1. SERVICES**. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work and Application Guidelines, attached hereto as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

**1.1 Term of Services.** The term of this Agreement shall begin on the date first noted above and shall run until June 30, 2027, or until terminated by either party pursuant to Section 8.

**1.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in accordance with usual and customary professional and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.

**1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

**1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Consultant's obligations hereunder.

**Section 2. COMPENSATION.** Exhibit A to this contract contains the Scope of Work and the Fee Schedule. The City shall pay Consultant for services rendered pursuant to the Fee Schedule at the time and in the manner set forth herein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Docusign Envelope ID: 897F99E4-ABB0-8A79-8172-105863A24925

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

**2.1** **Invoices.** Consultant shall submit a mid-year report and final report during the term of this Agreement, based on the cost for services performed prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary along with the amount of prior billings, the total due in the current period, and the percentage of completion of processing for the application;
- For each application processed, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, and a brief description of the work;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours;
- The Consultant's signature.

**2.2** **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

**2.3** **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the Fee Schedule shown in Exhibit A, incorporated herein by this reference.

**2.4** **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

**2.5** **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

Docusign Envelope ID: 897F99E4-ABB0-8A79-8172-105863A24925

**2.6** **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

**Section 3.** **FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement.

**Section 4.** **INSURANCE REQUIREMENTS.**

**4.1** During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars ($1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

- Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars ($1,000,000) per claimant and One Million dollars ($1,000,000) per incident.

- Worker's Compensation insurance as required by the laws of the State of California.

- Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars ($1,000,000).

**4.2** Consultant shall require each of its subcontractors within their subcontract (in writing) to maintain insurance coverage that meets all of the requirements of this Agreement.

**4.3** The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A: VII in the latest edition of Best's Insurance Guide.

**4.4.** Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

Docusign Envelope ID: 897F99E4-ABB0-8A79-8172-105863A24925

**4.5.** At all times during the term of this Agreement, Consultant shall maintain on file with City's Finance Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

**4.6.** Consultant shall provide proof that policies of insurance required herein expiring, or cancelled, during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages, or immediately for any policy being cancelled.

**4.7.** The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City.

**4.8.** The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it. .

**4.9.** All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

**4.10.** Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

**4.11.** Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

**Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.** Consultant shall hold harmless, defend and indemnify City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including

Docusign Envelope ID: 897F99E4-ABB0-8A79-8172-105863A24925

without limitation costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

The total liability in the aggregate of Consultant and its employees, subcontractors or suppliers to the City and anyone claiming through or under the City on all claims of any kind (excluding claims for death or bodily injury) arising out of or in any way related to Consultant's services or from any cause or causes whatsoever shall not exceed the limits of insurance identified herein.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

## Section 6. STATUS OF CONSULTANT.

**6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement

Docusign Envelope ID: 897F99E4-ABB0-8A79-8172-105863A24925

shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

**6.2** **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

## Section 7. LEGAL REQUIREMENTS.

**7.1** **Governing Law.** The laws of the State of California shall govern this Agreement.

**7.2** **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

**7.3** **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

**7.4** **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

**7.5** **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or

Docusign Envelope ID: 897F99E4-ABB0-8A79-8172-105863A24925

programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

## Section 8. TERMINATION AND MODIFICATION.

**8.1 Termination.** City may cancel this Agreement at any time and without cause upon 15 day's written notice to Consultant.

Consultant may cancel this Agreement upon 15 days' written notice to City.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contract or prepared by or for Consultant or the City in connection with this Agreement. In the event Consultant is not provided notice of any outstanding materials to be delivered to City, Consultant shall be entitled to payment within 30 days.

**8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

**8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

**8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based

Docusign Envelope ID: 897F99E4-ABB0-8A79-8172-105863A24925

upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

**8.5** **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

**8.6** **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

**8.6.1** Immediately terminate the Agreement;

**8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

**8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

**8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

## Section 9. KEEPING AND STATUS OF RECORDS.

**9.1** **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to

Docusign Envelope ID: 897F99E4-ABB0-8A79-8172-105863A24925

this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. To the extent allowed by law, City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

**9.2** **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

**9.3** **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS ($10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

## Section 10 MISCELLANEOUS PROVISIONS.

**10.1** **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

**10.2** **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Mateo or in the United States District Court for the Northern District of California.

**10.3** **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in

Docusign Envelope ID: 897F99E4-ABB0-8A79-8172-105863A24925

whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**10.4** **No Implied Waiver of Breach**. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

**10.5** **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

**10.6** **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

**10.7** **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

**10.8** **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

**10.9** **Contract Administration.** This Agreement shall be administered by the City Manager or their designee ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator.

**10.10** **Notices.**

Any written notice to Consultant shall be sent to:
Judith Guerrero
Executive Director
Coastside Hope

Docusign Envelope ID: 897F99E4-ABB0-8A79-8172-105863A24925

248 Main St #200
Half Moon Bay, CA 94019
(650) 726-9071
judith@coastsidehope.org

Any written notice to City shall be sent to:
City of Half Moon Bay
501 Main Street
Half Moon Bay, CA 94019
Attn: Irma Acosta
Phone: (650) 750-2017
Fax: (650) 726-9389
Email: iacosta@halfmoonbay.gov

**10.11 Integration.** This Agreement, including the Scope of Work and Fee Schedule attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

/

Docusign Envelope ID: 897F99E4-ABB0-8A79-8172-105863A24925

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement effective as of the date first written above.

"CITY"
CITY OF HALF MOON BAY

Date: 7/8/2026

By: _____
Matthew Chidester, City Manager

**Attest:**

By: Maggie Rodriguez
Maggie Rodriguez, City Clerk

Date: 7/7/2026

**Approved as to form:**

Denise Bazzano
Denise S. Bazzano, Interim City Attorney

"CONSULTANT"
COASTSIDE HOPE

Date: 6/25/2026

By: Judith Guerrero
Judith Guerrero
Its: Executive Director

Attachments:

Exhibit A. Scope of Services

Docusign Envelope ID: 897F99E4-ABB0-8A79-8172-105863A24925

# EXHIBIT A

CITY OF HALF MOON BAY

COASTSIDE HOPE

FISCAL YEAR 2026-2027

| Agency Information | |
|---|---|
| **Agency Name:** | COASTSIDE HOPE |
| **Address:** | 248 Main St #200 |
| **City, State, Zip:** | Half Moon Bay, CA 94019 |
| **Activity/Program Title:** | Rental Assistance Program |

**Description of Services to be Provided:**

Coastside Hope shall administer the City of Half Moon Bay Rental Assistance Program for Fiscal Year 2026–2027. Services shall include:

- Intake, eligibility review, and case management for households experiencing temporary financial hardship or housing instability;
- Administration and distribution of rental assistance, utility assistance, security deposit assistance, and other eligible housing stabilization assistance;
- Verification of applicant documentation and coordination of available funding sources to avoid duplicate assistance;
- Referrals to supportive services, housing resources, and financial counseling services, as appropriate;
- Periodic reporting to the City regarding households served, assistance distributed, program outcomes, and general service trends.

Eligible applicants shall live in the City of Half Moon Bay and demonstrate financial hardship or housing instability. Assistance shall be provided in accordance with program guidelines and subject to available funding.

Coastside Hope shall submit a mid-year report due January 1, 2027, and a final report due June 1, 2027.

The total compensation under this Agreement shall not exceed $120,000.

**BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY**

**AGENDA REPORT**

For meeting of: **August 18, 2026**

---

**TO:** Honorable Mayor and City Council

**VIA:** Matthew Chidester, City Manager

**From:** Kenneth Stiles, Interim Administrative Services Director

**TITLE:** **ACCEPT THE WARRANTS FOR THE MONTH OF JULY 2026**

---

**RECOMMENDATION:**
Accept the warrants list for the month of July 2026.

**STRATEGIC ELEMENT:**
This recommendation supports the *Fiscal Sustainability* and *Inclusive Governance* Elements of the Strategic Plan.

**DISCUSSION:**
During this month, the City processed 5 check runs. The table below outlines each check run and their individual totals:

| Check Run Date | Amount |
|---|---|
| July 04 | 35,088 |
| July 09 | 110,507 |
| July 15 | 102,006 |
| July 23 | 874,143 |
| July 30 | 959,124 |
| **Total** | **2,144,490** |

The City processed payments related to 6 capital improvement projects, in total amount of $49,534: Carter Park, Eastside Parallel Trail Expansion, Pilarcitos Creek Restoration, Wavecrest Water Main Project, Safe Streets For All, and the 2025 Pavement Management Program.

Staff has included a list of all vendors who received $30,000 or more during this reporting period, as shown in the table below.

**City of Half Moon Bay**
**Vendor Payments Exceeding $30,000**
**By Vendor and Funding Source**
**July 2026**

| Payee | General Fund | Other Funds | Description |
|---|---|---|---|
| BURKE WILLIAMS & SORENSEN LLP | 64,513 | - | DECEMBER'25, MAY'26 LEGAL SERVICES |
| COASTSIDE HOPE | 50,000 | - | CSFA FUNDING AGREEMENT FY 26/27 |
| H&R PLUMBING AND DRAIN CLEANING, INC | - | 45,100 | MAY'26 SEWER MANHOLE REHABILITATION PROJECT |
| PACIFIC GAS & ELECTRIC | 30,624 | 3,033 | JUNE'26 CITYWIDE GAS AND ELECTRICITY |
| PLAN JPA | - | 681,727 | MEMBER CONTRIBUTION FY 26/27; MAY/JUNE'26 CLAIMS |
| SENIOR COASTSIDERS | 50,000 | - | CSFA FUNDING AGREEMENT FY 26/27 |
| SEWER AUTHORITY MID-COASTSIDE | - | 615,382 | JULY '26 SEWER OPERATIONS AND MAINTENANCE |
| WELLS FARGO | 31,674 | 3,414 | VARIOUS SMALL PURCHASES ON CREDIT CARDS |

**ATTACHMENTS:**
Attachment 1 - Check Disbursement List by Check Date

Report Criteria:
Report type: GL detail

| | | | | |
|---|---|---|---|---|
| **4LEAF INC.** | | | | |
| 58236 | 4LEAF INC. | 07/23/2026 | JUNE'26 ON-CALL BUILDING INSPECTION, OFFICIAL & PLAN REVIEW SERVICES | 2,970.00 |
| 58236 | 4LEAF INC. | 07/23/2026 | JUNE'26 ON-CALL BUILDING INSPECTION, OFFICIAL & PLAN REVIEW SERVICES | 10,372.60 |
| Total 4LEAF INC.: | | | | 13,342.60 |
| **ABAG POWER PURCHASING POOL** | | | | |
| 58237 | ASSOCIATION OF BAY AREA GOVERNMENTS | 07/23/2026 | FY'26 LEVELIZED CHARGE-NAT GAS | 169.80 |
| 58237 | ASSOCIATION OF BAY AREA GOVERNMENTS | 07/23/2026 | 7/26 PG&E TRANSPORTATION COST+ | 20.29 |
| Total ABAG POWER PURCHASING POOL: | | | | 190.09 |
| **ABUNDANT GRACE COASTSIDE WORKER** | | | | |
| 58207 | ABUNDANT GRACE COASTSIDE WORKER | 07/15/2026 | JUNE'26-PROVIDE HOMELESS COASTAL CLEAN-UP SERVICES | 7,120.00 |
| 58207 | ABUNDANT GRACE COASTSIDE WORKER | 07/15/2026 | MAY'26-PROVIDE HOMELESS COASTAL CLEAN-UP SERVICES | 5,380.00 |
| Total ABUNDANT GRACE COASTSIDE WORKER: | | | | 12,500.00 |
| **ALFREDO MONROY** | | | | |
| 58185 | ALFREDO MONROY | 07/09/2026 | DEPOSIT REFUND - TRAIN DEPOT 7/4/26 | 500.00 |
| Total ALFREDO MONROY: | | | | 500.00 |
| **AMAZON CAPITAL SERVICES INC.** | | | | |
| 58272 | AMAZON CAPITAL SERVICES | 07/30/2026 | SUPPLIES | 26.30 |
| Total AMAZON CAPITAL SERVICES INC.: | | | | 26.30 |
| **AMERICAN DEBRIS BOX SERVICE INC.** | | | | |
| 58208 | AMERICAN PORTABLES | 07/15/2026 | FY 25/26 PORTABLE TOILET RENTAL AND SERVICES | 200.00 |
| 58208 | AMERICAN PORTABLES | 07/15/2026 | FY 25/26 PORTABLE TOILET RENTAL AND SERVICES | 4,362.00 |
| 58208 | AMERICAN PORTABLES | 07/15/2026 | FY 25/26 PORTABLE TOILET RENTAL AND SERVICES | 2,800.00 |
| 58208 | AMERICAN PORTABLES | 07/15/2026 | FY 25/26 PORTABLE TOILET RENTAL AND SERVICES | 1,305.00 |
| Total AMERICAN DEBRIS BOX SERVICE INC.: | | | | 8,667.00 |
| **BAIRD DRISKELL ABRAMS COMMUNITY PLANNIN** | | | | |
| 58155 | BAIRD DRISKELL ABRAMS COMMUNITY PLANNI | 07/02/2026 | DOCUMENT REVIEW, SUPPORT FOR COMMUNITY OUTREACH & ENGAGEMENT, & ONGOING PROJECT | 920.00 |
| 58155 | BAIRD DRISKELL ABRAMS COMMUNITY PLANNI | 07/02/2026 | CO 1 DOCUMENT REVIEW, SUPPORT FOR COMMUNITY OUTREACH & ENGAGEMENT, & ONGOING PRO | 1,156.25 |
| 58155 | BAIRD DRISKELL ABRAMS COMMUNITY PLANNI | 07/02/2026 | CO 1 DOCUMENT REVIEW, SUPPORT FOR COMMUNITY OUTREACH & ENGAGEMENT, & ONGOING PRO | 3,027.50 |

| | | | | |
|---|---|---|---|---|
| Total BAIRD DRISKELL ABRAMS COMMUNITY PLANNIN: | | | | 5,103.75 |
| **BARKERBLUE DIGITAL IMAGING** | | | | |
| 58209 | BARKERBLUE DIGITAL IMAGING | 07/15/2026 | WAVECREST ROAD WATER LINE PROJECT | 40.00 |
| Total BARKERBLUE DIGITAL IMAGING: | | | | 40.00 |
| **BGT LAND SURVEYING** | | | | |
| 58273 | BGT LAND SURVEYING | 07/30/2026 | PLAT & LEGAL DESCRIP. FOR SAM EASEMENTS | 1,250.00 |
| Total BGT LAND SURVEYING: | | | | 1,250.00 |
| **BIG CREEK LUMBER** | | | | |
| 58156 | BIG CREEK LUMBER | 07/02/2026 | CIRCULAR SAW & CARBIDE BLADE | 405.08 |
| 58156 | BIG CREEK LUMBER | 07/02/2026 | DISCOUNT AMOUNT | 3.67- |
| 58156 | BIG CREEK LUMBER | 07/02/2026 | CDX PLYWOOD & DFIR STD OR BTR PREMIUM S4S | 114.38 |
| 58156 | BIG CREEK LUMBER | 07/02/2026 | DISCOUNT AMOUNT | 1.05- |
| Total BIG CREEK LUMBER: | | | | 514.74 |
| **BLACK & VEATCH CORPORATION** | | | | |
| 58210 | BLACK & VEATCH CORPORATION | 07/15/2026 | PO FOR THE PSA FOR STORMWATER (NPDES) & ANNUAL REPORTING SERVICES FOR 2025 | 13,985.00 |
| 58239 | BLACK & VEATCH CORPORATION | 07/23/2026 | STORMWATER (NPDES) AND ANNUAL REPORTING SERVICES FOR 2026 | 2,858.50 |
| Total BLACK & VEATCH CORPORATION: | | | | 16,843.50 |
| **BOUCHER LAW PC** | | | | |
| 58211 | BOUCHER LAW, PC | 07/15/2026 | MAY 2026-LABOR & EMPLOYMENT LAW MATTERS | 2,573.00 |
| 58211 | BOUCHER LAW, PC | 07/15/2026 | MAY 2026-LABOR & EMPLOYMENT LAW MATTERS | 968.00 |
| 58211 | BOUCHER LAW, PC | 07/15/2026 | MAY 2026-LABOR & EMPLOYMENT LAW MATTERS | 16,189.50 |
| Total BOUCHER LAW PC: | | | | 19,730.50 |
| **BOYS & GIRLS CLUB OF THE COASTSIDE** | | | | |
| 58274 | BOYS & GIRLS CLUB OF THE COASTSIDE | 07/30/2026 | CSFA FUNDING AGREEMENT FOR BOYS AND GIRLS CLUB OF THE COASTSIDE FOR FY 2026-27 | 30,000.00 |
| Total BOYS & GIRLS CLUB OF THE COASTSIDE: | | | | 30,000.00 |
| **BURKE WILLIAMS & SORENSEN LLP** | | | | |
| 57552 | BURKE WILLIAMS & SORENSEN LLP | 07/02/2026 | DEC'25 PROFESSIONAL SERVICES | 10,510.00- |
| 57552 | BURKE WILLIAMS & SORENSEN LLP | 07/02/2026 | DEC'25 PROFESSIONAL SERVICES | 427.50- |
| 57552 | BURKE WILLIAMS & SORENSEN LLP | 07/02/2026 | DEC'25 PROFESSIONAL SERVICES | 655.50- |

| | | | | |
|---|---|---|---|---|
| 57552 | BURKE WILLIAMS & SORENSEN LLP | 07/02/2026 | DEC'25 PROFESSIONAL SERVICES | 484.50- |
| 57552 | BURKE WILLIAMS & SORENSEN LLP | 07/02/2026 | DEC'25 PROFESSIONAL SERVICES | 665.00- |
| 57552 | BURKE WILLIAMS & SORENSEN LLP | 07/02/2026 | DEC'25 PROFESSIONAL SERVICES | 735.00- |
| 57552 | BURKE WILLIAMS & SORENSEN LLP | 07/02/2026 | DEC'25 PROFESSIONAL SERVICES | 6,510.00- |
| 58157 | BURKE WILLIAMS & SORENSEN LLP | 07/02/2026 | DEC'25 PROFESSIONAL SERVICES | 10,510.00 |
| 58157 | BURKE WILLIAMS & SORENSEN LLP | 07/02/2026 | DEC'25 PROFESSIONAL SERVICES | 427.50 |
| 58157 | BURKE WILLIAMS & SORENSEN LLP | 07/02/2026 | DEC'25 PROFESSIONAL SERVICES | 655.50 |
| 58157 | BURKE WILLIAMS & SORENSEN LLP | 07/02/2026 | DEC'25 PROFESSIONAL SERVICES | 484.50 |
| 58157 | BURKE WILLIAMS & SORENSEN LLP | 07/02/2026 | DEC'25 PROFESSIONAL SERVICES | 665.00 |
| 58157 | BURKE WILLIAMS & SORENSEN LLP | 07/02/2026 | DEC'25 PROFESSIONAL SERVICES | 735.00 |
| 58157 | BURKE WILLIAMS & SORENSEN LLP | 07/02/2026 | DEC'25 PROFESSIONAL SERVICES | 6,510.00 |
| 58240 | BURKE WILLIAMS & SORENSEN LLP | 07/23/2026 | MAY'26-PROFESSIONAL SERVICES FILE# 09446-0001 | 37,245.24 |
| 58240 | BURKE WILLIAMS & SORENSEN LLP | 07/23/2026 | MAY'26-PROFESSIONAL SERVICES FILE# 09446-0001.001 | 541.50 |
| 58240 | BURKE WILLIAMS & SORENSEN LLP | 07/23/2026 | MAY'26-PROFESSIONAL SERVICES FILE# 09446-0002 | 2,365.50 |
| 58240 | BURKE WILLIAMS & SORENSEN LLP | 07/23/2026 | MAY'26-PROFESSIONAL SERVICES FILE# 09446-0003 | 342.00 |
| 58240 | BURKE WILLIAMS & SORENSEN LLP | 07/23/2026 | MAY'26-PROFESSIONAL SERVICES FILE# 09446-0005 | 6,040.50 |
| 58240 | BURKE WILLIAMS & SORENSEN LLP | 07/23/2026 | MAY'26-PROFESSIONAL SERVICES FILE# 09446-0007 | 4,790.00 |
| 58240 | BURKE WILLIAMS & SORENSEN LLP | 07/23/2026 | MAY'26-PROFESSIONAL SERVICES FILE# 09446-0008.001 | 4,330.00 |
| 58240 | BURKE WILLIAMS & SORENSEN LLP | 07/23/2026 | MAY'26-PROFESSIONAL SERVICES FILE# 09446-0010.001 | 4,727.14 |
| 58240 | BURKE WILLIAMS & SORENSEN LLP | 07/23/2026 | MAY'26-PROFESSIONAL SERVICES FILE# 09446-0012 | 140.00 |
| 58240 | BURKE WILLIAMS & SORENSEN LLP | 07/23/2026 | MAY'26-PROFESSIONAL SERVICES FILE# 09446-0013 | 1,036.24 |
| 58240 | BURKE WILLIAMS & SORENSEN LLP | 07/23/2026 | MAY'26-PROFESSIONAL SERVICES FILE# 09446-0014 | 2,345.00 |
| 58240 | BURKE WILLIAMS & SORENSEN LLP | 07/23/2026 | MAY'26-PROFESSIONAL SERVICES FILE# 09446-0015 | 350.00 |
| 58240 | BURKE WILLIAMS & SORENSEN LLP | 07/23/2026 | MAY'26-PROFESSIONAL SERVICES FILE# 09446-0016 | 85.00 |
| 58240 | BURKE WILLIAMS & SORENSEN LLP | 07/23/2026 | MAY'26-PROFESSIONAL SERVICES FILE# 09446-0008 | 175.00 |
| Total BURKE WILLIAMS & SORENSEN LLP: | | | | 64,513.12 |
| **CA DEPT OF CONSERVATION** | | | | |
| 58241 | CA DEPARTMENT OF CONSERVATION | 07/23/2026 | SMIP Q4 FY25/26 REPORT FEE | 716.12 |
| 58241 | CA DEPARTMENT OF CONSERVATION | 07/23/2026 | SMIP FEES WITHHELD FY'25/26 QTR4 | 35.81- |
| Total CA DEPT OF CONSERVATION: | | | | 680.31 |
| **CA DEPT OF TRANSPORTION** | | | | |
| 58275 | CA DEPT OF TRANSPORTION | 07/30/2026 | APR-JUN'26 SIGNALS & LIGHTING | 3,839.71 |
| Total CA DEPT OF TRANSPORTION: | | | | 3,839.71 |
| **CA STATE CONTROLLER'S OFFICE** | | | | |
| 58212 | CA STATE CONTROLLER'S OFFICE | 07/15/2026 | FY25/26 AUDIT REQUEST | 150.00 |
| 58242 | CA STATE CONTROLLER'S OFFICE | 07/23/2026 | 2025 FTB OFFSET PROGRAM | 38.39 |

| | | | | |
|---|---|---|---|---|
| Total CA STATE CONTROLLER'S OFFICE: | | | | 188.39 |
| **CALIFORNIA BUILDING STANDARDS COMM.** | | | | |
| 58243 | CALIFORNIA BUILDING STANDARDS COMM. | 07/23/2026 | BSASRF Q4 FY25/26 REPORT FEE | 193.00 |
| 58243 | CALIFORNIA BUILDING STANDARDS COMM. | 07/23/2026 | BSASRF Q4 FY25/26 RETAINER | 19.30- |
| Total CALIFORNIA BUILDING STANDARDS COMM.: | | | | 173.70 |
| **CALNET3** | | | | |
| 58186 | AT&T | 07/09/2026 | JUNE '26 PHONE SERVICE | 63.26 |
| 58187 | AT&T | 07/09/2026 | JUNE '26 PHONE SERVICE | 893.75 |
| 58238 | AT&T MOBILITY | 07/23/2026 | JUNE '26 PHONE SERVICE | 431.16 |
| Total CALNET3: | | | | 1,388.17 |
| **CAPITAL ONE TRADE CREDIT** | | | | |
| 58213 | CAPITAL ONE TRADE CREDIT | 07/15/2026 | MAINT SUPPLIES JUNE '26 | 2,868.31 |
| Total CAPITAL ONE TRADE CREDIT: | | | | 2,868.31 |
| **CHALLENGER SPORTS CORP.** | | | | |
| 58244 | CHALLENGER SPORTS CORP | 07/23/2026 | INSTRUCTOR PAYMENT, SOCCER CAMP (7/13-7/17) | 2,249.10 |
| Total CHALLENGER SPORTS CORP.: | | | | 2,249.10 |
| **CHRISTINA KEAS** | | | | |
| 58245 | CHRISTINA KEAS | 07/23/2026 | INSTRUCTOR-KIDS COOKING CAMP (7/20-7/21) | 693.00 |
| Total CHRISTINA KEAS: | | | | 693.00 |
| **CHRISTINE D. BOLAND** | | | | |
| 58188 | CHRISTINE D. BOLAND | 07/09/2026 | MAY'26- DUTIES AND SERVICES RELATED TO THE OFFICE OF CITY CLERK | 3,515.00 |
| 58214 | CHRISTINE D. BOLAND | 07/15/2026 | JUNE'26-TO PERFORM DUTIES AND SERVICES RELATED TO THE OFFICE OF CITY CLERK | 2,405.00 |
| Total CHRISTINE D. BOLAND: | | | | 5,920.00 |
| **COASTSIDE ADULT DAY HEALTH CENTER** | | | | |
| 58276 | COASTSIDE ADULT DAY HEALTH CENTER | 07/30/2026 | CSFA FUNDING AGREEMENT FY 26/27 | 25,000.00 |
| Total COASTSIDE ADULT DAY HEALTH CENTER: | | | | 25,000.00 |

| | | | | |
|---|---|---|---|---|
| **COASTSIDE AQUATICS CENTER** | | | | |
| 58189 | COASTSIDE AQUATICS CENTER | 07/09/2026 | INSTRUCTOR PAYMENT - SWIM LESSONS SESSION 1 (6/22-7/2) | 330.00 |
| 58189 | COASTSIDE AQUATICS CENTER | 07/09/2026 | INSTRUCTOR PAYMENT - SWIM LESSONS SESSION 1 (6/22-7/2) | 440.00 |
| 58189 | COASTSIDE AQUATICS CENTER | 07/09/2026 | INSTRUCTOR PAYMENT - SWIM LESSONS SESSION 1 (6/22-7/2) | 770.00 |
| 58189 | COASTSIDE AQUATICS CENTER | 07/09/2026 | INSTRUCTOR PAYMENT - SWIM LESSONS SESSION 1 (6/22-7/2) | 275.00 |
| 58189 | COASTSIDE AQUATICS CENTER | 07/09/2026 | INSTRUCTOR PAYMENT - SWIM LESSONS SESSION 1 (6/22-7/2) | 275.00 |
| 58189 | COASTSIDE AQUATICS CENTER | 07/09/2026 | INSTRUCTOR PAYMENT - SWIM LESSONS SESSION 1 (6/22-7/2) | 165.00 |
| 58189 | COASTSIDE AQUATICS CENTER | 07/09/2026 | INSTRUCTOR PAYMENT - SWIM LESSONS SESSION 1 (6/22-7/2) | 165.00 |
| 58246 | COASTSIDE AQUATICS CENTER | 07/23/2026 | INSTRUCTOR PAYMENT - SWIM LESSONS SESSION 2 (7/6-7/16) | 550.00 |
| 58246 | COASTSIDE AQUATICS CENTER | 07/23/2026 | INSTRUCTOR PAYMENT - SWIM LESSONS SESSION 2 (7/6-7/16) | 550.00 |
| 58246 | COASTSIDE AQUATICS CENTER | 07/23/2026 | INSTRUCTOR PAYMENT - SWIM LESSONS SESSION 2 (7/6-7/16) | 330.00 |
| 58246 | COASTSIDE AQUATICS CENTER | 07/23/2026 | INSTRUCTOR PAYMENT - SWIM LESSONS SESSION 2 (7/6-7/16) | 550.00 |
| 58246 | COASTSIDE AQUATICS CENTER | 07/23/2026 | INSTRUCTOR PAYMENT - SWIM LESSONS SESSION 2 (7/6-7/16) | 385.00 |
| 58246 | COASTSIDE AQUATICS CENTER | 07/23/2026 | INSTRUCTOR PAYMENT - SWIM LESSONS SESSION 2 (7/6-7/16) | 165.00 |
| Total COASTSIDE AQUATICS CENTER: | | | | 4,950.00 |
| **COASTSIDE COUNTRY LP** | | | | |
| 58158 | COASTSIDE COUNTRY LP | 07/02/2026 | PAYMENT TO INSTRUCTOR-EARLY SUMMER LINE DANCE SERIES | 1,697.50 |
| 58158 | COASTSIDE COUNTRY LP | 07/02/2026 | PAYMENT TO INSTRUCTOR-LINE DANCING DROP-IN | 1,568.00 |
| 58158 | COASTSIDE COUNTRY LP | 07/02/2026 | PAYMENT TO INSTRUCTOR-LINE DANCING SENIOR & DROP-IN | 651.00 |
| 58190 | COASTSIDE COUNTRY LP | 07/09/2026 | PAYMENT TO INSTRUCTOR-BOOSTER LINE DANCE JUNE 2026 | 35.00 |
| 58190 | COASTSIDE COUNTRY LP | 07/09/2026 | PAYMENT TO INSTRUCTOR-BOOSTER LINE DANCE JUNE 2026 | 42.00 |
| Total COASTSIDE COUNTRY LP: | | | | 3,993.50 |
| **COASTSIDE COUNTY WATER DISTRICT** | | | | |
| 58247 | COASTSIDE COUNTY WATER DISTRICT | 07/23/2026 | 555 KELLY AVE | 41.43 |
| 58247 | COASTSIDE COUNTY WATER DISTRICT | 07/23/2026 | CITY OF HMB/COAST.COMM.SENIOR CNTR. | 48.45 |
| 58247 | COASTSIDE COUNTY WATER DISTRICT | 07/23/2026 | 201 WAVECREST RD | 8,213.91 |
| 58247 | COASTSIDE COUNTY WATER DISTRICT | 07/23/2026 | 10 STONE PINE RD | 322.82 |
| 58247 | COASTSIDE COUNTY WATER DISTRICT | 07/23/2026 | 732 MILL ST # IRRIGATION | 41.43 |
| 58247 | COASTSIDE COUNTY WATER DISTRICT | 07/23/2026 | LIFT STATI FAIRWAY DR | 41.43 |
| 58247 | COASTSIDE COUNTY WATER DISTRICT | 07/23/2026 | 1310 LORYN LN # IRRIGATION | 155.49 |
| 58247 | COASTSIDE COUNTY WATER DISTRICT | 07/23/2026 | HIGGINS CYN RD | 288.56 |
| 58247 | COASTSIDE COUNTY WATER DISTRICT | 07/23/2026 | 529 RUISSEAU FRANCAIS AVE # IRRIGATION | 531.93 |
| 58247 | COASTSIDE COUNTY WATER DISTRICT | 07/23/2026 | 502 MAIN ST | 649.75 |
| 58247 | COASTSIDE COUNTY WATER DISTRICT | 07/23/2026 | FERNANDES PARK/ MAIN ST # IRRIGATION | 41.43 |
| 58247 | COASTSIDE COUNTY WATER DISTRICT | 07/23/2026 | 620 CORREAS/LIBRARY # DC | 123.41 |
| 58247 | COASTSIDE COUNTY WATER DISTRICT | 07/23/2026 | 620 CORREAS/LIBRARY # IRRIGATION | 89.93 |
| 58247 | COASTSIDE COUNTY WATER DISTRICT | 07/23/2026 | 620 CORREAS/LIBRARY | 436.88 |
| 58247 | COASTSIDE COUNTY WATER DISTRICT | 07/23/2026 | HYDRANT METER | 188.40 |
| 58247 | COASTSIDE COUNTY WATER DISTRICT | 07/23/2026 | 501 MAIN ST_DC | 48.45 |

| | | | | |
|---|---|---|---|---|
| 58247 | COASTSIDE COUNTY WATER DISTRICT | 07/23/2026 | 880 STONE PINE RD # COMM | 324.76 |
| 58247 | COASTSIDE COUNTY WATER DISTRICT | 07/23/2026 | MAIN & HWY 1 # IRRIGATION | 41.43 |
| 58247 | COASTSIDE COUNTY WATER DISTRICT | 07/23/2026 | MEDIAN STRIP/ HWY ONE # IRRIGATION | 41.43 |
| 58247 | COASTSIDE COUNTY WATER DISTRICT | 07/23/2026 | 537 KELLY AVE | 152.64 |
| 58247 | COASTSIDE COUNTY WATER DISTRICT | 07/23/2026 | 535 KELLY AVE | 165.97 |
| 58247 | COASTSIDE COUNTY WATER DISTRICT | 07/23/2026 | 461 OAK AVE | 41.43 |
| 58247 | COASTSIDE COUNTY WATER DISTRICT | 07/23/2026 | 503 JOHNSTON ST | 117.47 |
| 58247 | COASTSIDE COUNTY WATER DISTRICT | 07/23/2026 | HWY 92 MEDIAN # WEST IRRIG | 41.43 |
| 58247 | COASTSIDE COUNTY WATER DISTRICT | 07/23/2026 | HWY 92 MEDIAN # EAST IRRIG | 41.43 |
| 58247 | COASTSIDE COUNTY WATER DISTRICT | 07/23/2026 | 627 ALSACE LORAINE AVE | 326.58 |
| 58247 | COASTSIDE COUNTY WATER DISTRICT | 07/23/2026 | 501 MAIN ST | 98.46 |
| 58277 | COASTSIDE COUNTY WATER DISTRICT | 07/30/2026 | WAVECREST ROAD WATER SERVICE AGREEMENT | 10,358.62 |
| Total COASTSIDE COUNTY WATER DISTRICT: | | | | 23,015.35 |
| **COASTSIDE HOPE** | | | | |
| 58278 | COASTSIDE HOPE | 07/30/2026 | CSFA FUNDING AGREEMENT FY 26/27 | 50,000.00 |
| Total COASTSIDE HOPE: | | | | 50,000.00 |
| **COASTSIDE PRINTERS** | | | | |
| 58159 | COASTSIDE PRINTERS | 07/02/2026 | UNIFORM EXPENSE FOR J BUTCHER | 246.13 |
| 58279 | COASTSIDE PRINTERS | 07/30/2026 | NO PARKING SIGNS | 782.35 |
| Total COASTSIDE PRINTERS: | | | | 1,028.48 |
| **CONCERN** | | | | |
| 58248 | CONCERN | 07/23/2026 | FY 2/27 FLAT ANNUAL RATE FOR EARP SERVICES | 3,675.00 |
| Total CONCERN: | | | | 3,675.00 |
| **CORODATA RECORDS MANAGEMENT INC** | | | | |
| 58191 | CORODATA RECORDS MANAGEMENT INC | 07/09/2026 | JUNE '26 RECORDS MANAGEMENT | 443.78 |
| Total CORODATA RECORDS MANAGEMENT INC: | | | | 443.78 |
| **COUNTY OF SAN MATEO** | | | | |
| 58249 | COUNTY OF SAN MATEO | 07/23/2026 | SMCO TRAINING CONSORTIUM FY26-27 | 620.00 |
| 58250 | COUNTY OF SAN MATEO | 07/23/2026 | JUNE '26 MICROWAVE MUX DSO | 82.25 |
| Total COUNTY OF SAN MATEO: | | | | 702.25 |

| | | | | |
|---|---|---|---|---|
| **CRUZIO INTERNET** | | | | |
| 58251 | CRUZIO INTERNET | 07/23/2026 | INTERNET SERVICE | 24.95 |
| Total CRUZIO INTERNET: | | | | 24.95 |
| **CSWST2** | | | | |
| 58192 | CSWST2 | 07/09/2026 | MAY'26-PROFESSIONAL SERVICES AGREEMENT & PURCHASE ORDER FOR PRELIMINARY ENGINEERING, | 20,383.00 |
| Total CSWST2: | | | | 20,383.00 |
| **DAILY JOURNAL** | | | | |
| 57889 | SAN MATEO DAILY JOURNAL | 07/15/2026 | ADVERTISING PUBLIC NOTICE | 1,296.00- |
| 57889 | SAN MATEO DAILY JOURNAL | 07/15/2026 | ADVERTISING PUBLIC NOTICE PDP-25-025 | 720.00- |
| 57889 | SAN MATEO DAILY JOURNAL | 07/15/2026 | ADVERTISING PUBLIC NOTICE PDP-25-025 | 720.00- |
| 57889 | SAN MATEO DAILY JOURNAL | 07/15/2026 | ADVERTISING PUBLIC NOTICE PDP-25-025 | 720.00 |
| 57889 | SAN MATEO DAILY JOURNAL | 07/15/2026 | ADVERTISING PUBLIC NOTICE PDP-24-019 | 576.00- |
| 57889 | SAN MATEO DAILY JOURNAL | 07/15/2026 | ADVERTISING PUBLIC NOTICE PDP-24-019 | 576.00- |
| 57889 | SAN MATEO DAILY JOURNAL | 07/15/2026 | ADVERTISING PUBLIC NOTICE PDP-24-019 | 576.00 |
| 58203 | SAN MATEO DAILY JOURNAL | 07/09/2026 | ADVERTISING PUBLIC NOTICE | 564.71 |
| 58203 | SAN MATEO DAILY JOURNAL | 07/15/2026 | ADVERTISING PUBLIC NOTICE | 564.71- |
| 58215 | DAILY JOURNAL CORP | 07/15/2026 | ADVERTISING PUBLIC NOTICE | 564.71 |
| 58229 | SAN MATEO DAILY JOURNAL | 07/15/2026 | ADVERTISING PUBLIC NOTICE | 2,088.00 |
| 58229 | SAN MATEO DAILY JOURNAL | 07/15/2026 | ADVERTISING PUBLIC NOTICE | 1,044.00 |
| 58229 | SAN MATEO DAILY JOURNAL | 07/15/2026 | ADVERTISING PUBLIC NOTICE | 1,044.00 |
| 58229 | SAN MATEO DAILY JOURNAL | 07/15/2026 | ADVERTISING PUBLIC NOTICE | 1,152.00 |
| 58229 | SAN MATEO DAILY JOURNAL | 07/15/2026 | ADVERTISING PUBLIC NOTICE | 1,044.00 |
| 58229 | SAN MATEO DAILY JOURNAL | 07/15/2026 | ADVERTISING PUBLIC NOTICE | 720.00 |
| 58229 | SAN MATEO DAILY JOURNAL | 07/15/2026 | ADVERTISING PUBLIC NOTICE | 1,296.00 |
| 58229 | SAN MATEO DAILY JOURNAL | 07/15/2026 | ADVERTISING PUBLIC NOTICE PDP-25-025 | 720.00 |
| 58229 | SAN MATEO DAILY JOURNAL | 07/15/2026 | ADVERTISING PUBLIC NOTICE PDP-25-025 | 720.00 |
| 58229 | SAN MATEO DAILY JOURNAL | 07/15/2026 | ADVERTISING PUBLIC NOTICE PDP-25-025 | 720.00- |
| 58229 | SAN MATEO DAILY JOURNAL | 07/15/2026 | ADVERTISING PUBLIC NOTICE PDP-24-019 | 576.00 |
| 58229 | SAN MATEO DAILY JOURNAL | 07/15/2026 | ADVERTISING PUBLIC NOTICE PDP-24-019 | 576.00 |
| 58229 | SAN MATEO DAILY JOURNAL | 07/15/2026 | ADVERTISING PUBLIC NOTICE PDP-24-019 | 576.00- |
| 58252 | DAILY JOURNAL CORP | 07/23/2026 | ADVERTISING PUBLIC NOTICE | 564.71 |
| 58252 | DAILY JOURNAL CORP | 07/23/2026 | ADVERTISING PUBLIC NOTICE | 564.71 |
| 58252 | DAILY JOURNAL CORP | 07/23/2026 | MAY'26-ADVERTISING PUBLIC NOTICE | 564.71 |
| 58268 | SAN MATEO DAILY JOURNAL | 07/23/2026 | ADVERTISING PUBLIC NOTICE | 864.00 |
| Total DAILY JOURNAL: | | | | 10,214.84 |
| **EL CENTRO DE LIBERTAD** | | | | |
| 58281 | EL CENTRO DE LIBERTAD | 07/30/2026 | CSFA FUNDING AGREEMENT FY 26/27 | 20,000.00 |

| | | | | |
|---|---|---|---|---|
| Total EL CENTRO DE LIBERTAD: | | | | 20,000.00 |
| **ELECTRIC MD** | | | | |
| 58282 | ELECTRIC MD | 07/30/2026 | ELECTRICAL WORK AT CARTER PARK | 5,009.00 |
| Total ELECTRIC MD: | | | | 5,009.00 |
| **EWING IRRIGATION PRODUCTS** | | | | |
| 58160 | EWING IRRIGATION PRODUCTS INC. | 07/02/2026 | JUNE '26 MAINTENANCE SUPPLIES | 178.97 |
| 58160 | EWING IRRIGATION PRODUCTS INC. | 07/02/2026 | JUNE '26 MAINTENANCE SUPPLIES | 476.30 |
| Total EWING IRRIGATION PRODUCTS: | | | | 655.27 |
| **FIRST AMERICAN TITLE** | | | | |
| 58283 | FIRST AMERICAN TITLE | 07/30/2026 | SEARCH & EXAM : SAN ANDREAS AVE | 2,300.00 |
| Total FIRST AMERICAN TITLE: | | | | 2,300.00 |
| **FLOWBIRD AMERICA INC.** | | | | |
| 58161 | FLOWBIRD AMERICA INC. | 07/02/2026 | APP TRANSACTION FEE APR '26 | 143.15 |
| 58161 | FLOWBIRD AMERICA INC. | 07/02/2026 | MAY '26 MAINT SERVICE | 124.00 |
| 58216 | FLOWBIRD AMERICA INC. | 07/15/2026 | JUNE '26 MAINT SERVICE | 194.95 |
| 58216 | FLOWBIRD AMERICA INC. | 07/15/2026 | JUNE '26 MAINT SERVICE | 124.00 |
| Total FLOWBIRD AMERICA INC.: | | | | 586.10 |
| **FREYER & LAURETA INC.** | | | | |
| 58193 | FREYER & LAURETA INC. | 07/09/2026 | JUNE'26-CO 1, FINAL DESIGN & CONSTRUCTION SUPPORT SERVICES FOR THE WAVECREST ROAD WATE | 427.50 |
| Total FREYER & LAURETA INC.: | | | | 427.50 |
| **GANEY SCIENCE LLC** | | | | |
| 58284 | GANEY SCIENCE LLC | 07/30/2026 | 1049 RAILROAD AVENUE-PDP-24-013, IS/MND PREPARATION | 3,167.67 |
| 58284 | GANEY SCIENCE LLC | 07/30/2026 | 1049 RAILROAD AVENUE-PDP-24-013, IS/MND PREPARATION | 3,167.67 |
| 58284 | GANEY SCIENCE LLC | 07/30/2026 | 1049 RAILROAD AVENUE-PDP-24-013, IS/MND PREPARATION | 3,167.67- |
| Total GANEY SCIENCE LLC: | | | | 3,167.67 |
| **GOOD CITY COMPANY** | | | | |
| 58253 | GOOD CITY COMPANY | 07/23/2026 | JUNE'26 ASSISTANT PLANNER SERVICES AS NEEDED | 2,342.50 |
| 58253 | GOOD CITY COMPANY | 07/23/2026 | CONTRACT PLANNING SERVICES: PDP-26-003 | 193.75 |
| 58253 | GOOD CITY COMPANY | 07/23/2026 | CONTRACT PLANNING SERVICES: PDP-26-003 | 193.75 |

| | | | | |
|---|---|---|---|---|
| 58253 | GOOD CITY COMPANY | 07/23/2026 | CONTRACT PLANNING SERVICES: PDP-26-003 | 193.75- |
| 58253 | GOOD CITY COMPANY | 07/23/2026 | CONTRACT PLANNING SERVICES: PDP-25-059 | 348.75 |
| 58253 | GOOD CITY COMPANY | 07/23/2026 | CONTRACT PLANNING SERVICES: PDP-25-059 | 348.75 |
| 58253 | GOOD CITY COMPANY | 07/23/2026 | CONTRACT PLANNING SERVICES: PDP-25-059 | 348.75- |
| 58253 | GOOD CITY COMPANY | 07/23/2026 | ASSISTANT PLANNER SERVICES PDP-25-060 | 930.00 |
| 58253 | GOOD CITY COMPANY | 07/23/2026 | ASSISTANT PLANNER SERVICES PDP-25-060 | 930.00 |
| 58253 | GOOD CITY COMPANY | 07/23/2026 | ASSISTANT PLANNER SERVICES PDP-25-060 | 930.00- |
| 58253 | GOOD CITY COMPANY | 07/23/2026 | ASSISTANT PLANNER SERVICES PDP-26-019 | 116.25 |
| 58253 | GOOD CITY COMPANY | 07/23/2026 | ASSISTANT PLANNER SERVICES PDP-26-019 | 116.25 |
| 58253 | GOOD CITY COMPANY | 07/23/2026 | ASSISTANT PLANNER SERVICES PDP-26-019 | 116.25- |
| 58253 | GOOD CITY COMPANY | 07/23/2026 | ASSISTANT PLANNER SERVICES PDP-26-016 | 193.75 |
| 58253 | GOOD CITY COMPANY | 07/23/2026 | ASSISTANT PLANNER SERVICES PDP-26-016 | 193.75 |
| 58253 | GOOD CITY COMPANY | 07/23/2026 | ASSISTANT PLANNER SERVICES PDP-26-016 | 193.75- |
| Total GOOD CITY COMPANY: | | | | 4,125.00 |
| **GRAINGER INC.** | | | | |
| 58217 | GRAINGER | 07/15/2026 | MAINT SUPPLIES | 207.76 |
| Total GRAINGER INC.: | | | | 207.76 |
| **GRANICUS LLC** | | | | |
| 58194 | GRANICUS LLC | 07/09/2026 | JULY '26, GRANICUS SERVICE | 651.56 |
| 58254 | GRANICUS LLC | 07/23/2026 | JUNE '26, GRANICUS SERVICE | 651.56 |
| Total GRANICUS LLC: | | | | 1,303.12 |
| **H & R PLUMBING AND DRAIN CLEANING INC.** | | | | |
| 58195 | H & R PLUMBING AND DRAIN CLEANING INC. | 07/09/2026 | MAY'26-SEWER MANHOLE REHABILITATION PROJET FOR VARIOUS MANHOLES AROUND THE CITY. | 45,100.00 |
| Total H & R PLUMBING AND DRAIN CLEANING INC.: | | | | 45,100.00 |
| **HALF MOON BAY BUILDING & GARDEN** | | | | |
| 58218 | HALF MOON BAY BUILDING & GARDEN | 07/15/2026 | FAST SET CONCRETE | 24.04 |
| 58255 | HALF MOON BAY BUILDING & GARDEN | 07/23/2026 | FIRE PITS | 2,460.94 |
| Total HALF MOON BAY BUILDING & GARDEN: | | | | 2,484.98 |
| **HALF MOON BAY GRADING & PAVING INC.** | | | | |
| 58162 | HALF MOON BAY GRADING & PAVING INC. | 07/02/2026 | REPAIR POLARIS 1000 | 2,647.08 |
| Total HALF MOON BAY GRADING & PAVING INC.: | | | | 2,647.08 |

| | | | | |
|---|---|---|---|---|
| **HDL SOFTWARE LLC** | | | | |
| 58163 | HDL SOFTWARE LLC | 07/02/2026 | FY 25/26 HDL TOT AND BL ADMINISTRATION | 2,323.33 |
| Total HDL SOFTWARE LLC: | | | | 2,323.33 |
| **HUE & CRY SECURITY SYSTEMS INC.** | | | | |
| 58219 | HUE & CRY SECURITY SYSTEMS INC. | 07/15/2026 | AUG '26 SECURITY SERVICE | 197.77 |
| 58219 | HUE & CRY SECURITY SYSTEMS INC. | 07/15/2026 | AUG '26 SECURITY SERVICE | 80.00 |
| 58219 | HUE & CRY SECURITY SYSTEMS INC. | 07/15/2026 | AUG '26 SECURITY SERVICE | 24.00 |
| Total HUE & CRY SECURITY SYSTEMS INC.: | | | | 301.77 |
| **INFINITY TECHNOLOGIES** | | | | |
| 58256 | INFINITY TECHNOLOGIES | 07/23/2026 | JUNE'26-AGREEMENT WITH INFINITY TECHNOLOGIES FOR INFORNATION TECHNOLOGY SERVICES | 16,054.00 |
| 58256 | INFINITY TECHNOLOGIES | 07/23/2026 | JUNE'26-AGREEMENT WITH INFINITY TECHNOLOGIES FOR INFORNATION TECHNOLOGY SERVICES | 231.75 |
| 58256 | INFINITY TECHNOLOGIES | 07/23/2026 | JUNE'26-PROVIDE AS-NEEDED HELP AUTOMATE PROCESSES | 1,522.50 |
| Total INFINITY TECHNOLOGIES: | | | | 17,808.25 |
| **INTELLI-TECH** | | | | |
| 58257 | INTELLI-TECH | 07/23/2026 | AUTODESK CIVIL 3D GOV - 1 YEAR | 5,936.00 |
| 58258 | INTELLI-TECH | 07/23/2026 | ANNUAL DOCUSIGN RENEWAL | 22,825.00 |
| Total INTELLI-TECH: | | | | 28,761.00 |
| **JACK MCMILLAN** | | | | |
| 58285 | JACK MCMILLAN | 07/30/2026 | 2026 SUSTAINABILITY AWARD | 500.00 |
| Total JACK MCMILLAN: | | | | 500.00 |
| **JAMES J HENDERSON** | | | | |
| 58171 | NEIGHBORHOOD RADIO | 07/02/2026 | ADVERTISING SERVICE-JUNE 2026 | 250.00 |
| Total JAMES J HENDERSON: | | | | 250.00 |
| **JORGE A. PEREZ** | | | | |
| 58164 | JORGE A. PEREZ | 07/02/2026 | REIMBURSEMENT-LICENSE RENEWAL | 70.00 |
| 58164 | JORGE A. PEREZ | 07/02/2026 | REIMBURSEMENT-WROT ADAPTERS | 149.05 |
| 58286 | JORGE A. PEREZ | 07/30/2026 | REIMBURSEMENT- MILEAGE-PLAYGROUND LICENSE CLASS | 58.98 |
| 58286 | JORGE A. PEREZ | 07/30/2026 | REIMBURSEMENT- MILEAGE-PLAYGROUND LICENSE CLASS | 58.98 |
| 58286 | JORGE A. PEREZ | 07/30/2026 | REIMBURSEMENT- MILEAGE-PLAYGROUND LICENSE CLASS | 58.98 |

| | | | | |
|---|---|---|---|---|
| Total JORGE A. PEREZ: | | | | 395.99 |
| **KARLAS JANITORIAL & SUPPLIERS, LLC** | | | | |
| 58165 | KARLAS JANITORIAL & SUPPLIERS, LLC | 07/02/2026 | FY 25/26 JANITORIAL SERVICES | 16,533.50 |
| Total KARLAS JANITORIAL & SUPPLIERS, LLC: | | | | 16,533.50 |
| **KATRINA ENGLAND** | | | | |
| 58259 | KATRINA ENGLAND | 07/23/2026 | REFUND-SOCCER CAMP-SWITCH FROM FULL TO HALF | 70.00 |
| Total KATRINA ENGLAND: | | | | 70.00 |
| **KENNETH STILES** | | | | |
| 58260 | KENNETH STILES | 07/23/2026 | REIMBURSEMENT-NATIONAL NIGHT OUT EVENT SUPPORT | 2,685.15 |
| Total KENNETH STILES: | | | | 2,685.15 |
| **KEVIN PALMER** | | | | |
| 58287 | KEVIN PALMER | 07/30/2026 | REFUND-MINOR AMENDMENT FEE | 456.00 |
| 58287 | KEVIN PALMER | 07/30/2026 | REFUND-MINOR AMENDMENT FEE | 456.00 |
| 58287 | KEVIN PALMER | 07/30/2026 | REFUND-MINOR AMENDMENT FEE | 456.00- |
| Total KEVIN PALMER: | | | | 456.00 |
| **KITTELSON & ASSOCIATES INC** | | | | |
| 57945 | KITTELSON & ASSOCIATES INC | 07/15/2026 | PSA FOR THE PREPARATION OF A SAFE STREETS FOR ALL ROAD SAFETY ACTION PLAN | 1,194.30- |
| 57945 | KITTELSON & ASSOCIATES INC | 07/15/2026 | PSA FOR THE PREPARATION OF A SAFE STREETS FOR ALL ROAD SAFETY ACTION PLAN | 3,341.96- |
| 58166 | KITTELSON & ASSOCIATES INC | 07/02/2026 | PSA FOR THE PREPARATION OF A SAFE STREETS FOR ALL ROAD SAFETY ACTION PLAN | 9,856.63 |
| 58220 | KITTELSON & ASSOCIATES INC | 07/15/2026 | PSA FOR THE PREPARATION OF A SAFE STREETS FOR ALL ROAD SAFETY ACTION PLAN | 1,194.30 |
| 58220 | KITTELSON & ASSOCIATES INC | 07/15/2026 | PSA FOR THE PREPARATION OF A SAFE STREETS FOR ALL ROAD SAFETY ACTION PLAN | 3,341.96 |
| 58261 | KITTELSON & ASSOCIATES INC | 07/23/2026 | JUNE'26-PSA FOR THE PREPARATION OF A SAFE STREETS FOR ALL ROAD SAFETY ACTION PLAN | 493.78 |
| Total KITTELSON & ASSOCIATES INC: | | | | 10,350.41 |
| **KONICA MINOLTA BUSINESS SOLUTIONS** | | | | |
| 58221 | KONICA MINOLTA | 07/15/2026 | 10/27/25-10/26/26 MAINTENANCE - PRINTER AT YARD | 96.16 |
| Total KONICA MINOLTA BUSINESS SOLUTIONS: | | | | 96.16 |
| **LACO ASSOCIATES** | | | | |
| 58288 | LACO ASSOCIATES | 07/30/2026 | MAY'26-GENERAL RESEARCH ON-CALL GRANT WRITING AND SUPPORT; APPLICATION, FACILITATION, A | 2,080.00 |

| | | | | |
|---|---|---|---|---|
| Total LACO ASSOCIATES: | | | | 2,080.00 |
| **LAURA L. BECKER** | | | | |
| 58196 | LAURA L. BECKER | 07/09/2026 | INSTRUCTOR PAYMENT- ZUMBA JUNE '26 | 945.00 |
| 58196 | LAURA L. BECKER | 07/09/2026 | INSTRUCTOR PAYMENT- ZUMBA JUNE '26 | 74.50 |
| Total LAURA L. BECKER: | | | | 1,019.50 |
| **LEADERSHIP COUNCIL SAN MATEO COUNTY** | | | | |
| 58167 | LEADERSHIP COUNCIL SAN MATEO COUNTY | 07/02/2026 | TUITION FOR IMMERSION PROGRAM 2026-2027-MAGGIE RODRIGUEZ | 4,100.00 |
| Total LEADERSHIP COUNCIL SAN MATEO COUNTY: | | | | 4,100.00 |
| **LEVATA** | | | | |
| 58197 | LEVATA US LLC | 07/09/2026 | ZEBRA ZC350 LT ID CARD PRINTER (SKU: ZEB763857) | 1,446.99 |
| 58197 | LEVATA US LLC | 07/09/2026 | 800350-360LT RIBBONS | 284.97 |
| 58197 | LEVATA US LLC | 07/09/2026 | SALES TAX | 171.03 |
| Total LEVATA: | | | | 1,902.99 |
| **LIVE OAK ASSOCIATES, INC.** | | | | |
| 58168 | LIVE OAK ASSOCIATES, INC. | 07/02/2026 | MAY'26 PROFESSIONAL SERVICES PDP-23-040 | 1,956.43 |
| 58168 | LIVE OAK ASSOCIATES, INC. | 07/02/2026 | MAY'26 PROFESSIONAL SERVICES PDP-23-040 | 1,956.43 |
| 58168 | LIVE OAK ASSOCIATES, INC. | 07/02/2026 | MAY'26 PROFESSIONAL SERVICES PDP-23-040 | 1,956.43- |
| Total LIVE OAK ASSOCIATES, INC.: | | | | 1,956.43 |
| **LUCY VELAZQUEZ** | | | | |
| 58169 | LUCY VELAZQUEZ | 07/02/2026 | DEPOSIT REFUND TRAIN DEPOT 06/20/26 | 500.00 |
| Total LUCY VELAZQUEZ: | | | | 500.00 |
| **MARGARET GEIGER** | | | | |
| 58289 | MARGARET GEIGER | 07/30/2026 | REIMBURSEMENT- WELCOME BREAKFAST FRUIT | 36.03 |
| Total MARGARET GEIGER: | | | | 36.03 |
| **MARIA ORTIZ** | | | | |
| 58170 | MARIA ORTIZ | 07/02/2026 | DEPOSIT REFUND GRAND OAK 06/20/26 | 350.00 |
| 58170 | MARIA ORTIZ | 07/02/2026 | DEPOSIT REFUND KITCHEN 06/20/26 | 100.00 |
| 58262 | MARIA ORTIZ | 07/23/2026 | DEPOSIT REFUND-TRAIN DEPOT 7/11/26 | 500.00 |

| | | | | |
|---|---|---|---|---|
| Total MARIA ORTIZ: | | | | 950.00 |
| **MARK SCHROEDER** | | | | |
| 58263 | MARK SCHROEDER | 07/23/2026 | REIMBURSEMENT-SUMMER'S END MATERIALS | 201.95 |
| Total MARK SCHROEDER: | | | | 201.95 |
| **MARY HUERTA** | | | | |
| 58222 | MARY HUERTA | 07/15/2026 | REIMBURSEMENT- WELCOME BREAKFAST | 67.14 |
| 58222 | MARY HUERTA | 07/15/2026 | REIMBURSEMENT- WELCOME BREAKFAST | 46.00 |
| Total MARY HUERTA: | | | | 113.14 |
| **MASON PINCE** | | | | |
| 58290 | MASON PINCE | 07/30/2026 | REIMBURSEMENT- MILEAGE-PLAYGROUND LICENSE CLASS | 58.98 |
| 58290 | MASON PINCE | 07/30/2026 | REIMBURSEMENT- MILEAGE-PLAYGROUND LICENSE CLASS | 58.98 |
| 58290 | MASON PINCE | 07/30/2026 | REIMBURSEMENT- MILEAGE-PLAYGROUND LICENSE CLASS | 58.98 |
| Total MASON PINCE: | | | | 176.94 |
| **MATT NICHOLS** | | | | |
| 58291 | MATTHEW NICHOLS | 07/30/2026 | REIMBURSEMENT - TRAVEL-CONFERENCE-NICHOLS | 322.33 |
| 58291 | MATTHEW NICHOLS | 07/30/2026 | REIMBURSEMENT - TRAVEL-CONFERENCE-NICHOLS | 54.00 |
| 58291 | MATTHEW NICHOLS | 07/30/2026 | REIMBURSEMENT - TRAVEL-CONFERENCE-NICHOLS | 19.70 |
| 58291 | MATTHEW NICHOLS | 07/30/2026 | REIMBURSEMENT - TRAVEL-CONFERENCE-NICHOLS | 21.59 |
| 58291 | MATTHEW NICHOLS | 07/30/2026 | REIMBURSEMENT - TRAVEL-CONFERENCE-NICHOLS | 21.55 |
| 58291 | MATTHEW NICHOLS | 07/30/2026 | REIMBURSEMENT - TRAVEL-CONFERENCE-NICHOLS | 10.78 |
| Total MATT NICHOLS: | | | | 449.95 |
| **MAZE & ASSOCIATES** | | | | |
| 58223 | MAZE & ASSOCIATES | 07/15/2026 | FY 24/25 AUDIT & ACFR | 3,375.00 |
| Total MAZE & ASSOCIATES: | | | | 3,375.00 |
| **METROPOLITAN PLANNING GROUP** | | | | |
| 58292 | M-GROUP | 07/30/2026 | JUNE'26 STAFFING PLANNING, AND GIS MAPPING SERVICES | 6,079.50 |
| Total METROPOLITAN PLANNING GROUP: | | | | 6,079.50 |
| **MILLER PLANNING ASSOCIATES, LLC** | | | | |
| 58198 | MILLER PLANNING ASSOCIATES, LLC | 07/09/2026 | IMPLEMENTATION PLAN UPDATE | 25,411.25 |

| | | | | |
|---|---|---|---|---|
| Total MILLER PLANNING ASSOCIATES, LLC: | | | | 25,411.25 |
| **MIRAMAR PLUMBING INC.** | | | | |
| 58293 | MIRAMAR PLUMBING INC. | 07/30/2026 | 2" COPPER MALE ADAPTERS | 121.92 |
| Total MIRAMAR PLUMBING INC.: | | | | 121.92 |
| **NAYELI JARACUARO** | | | | |
| 58199 | NAYELI JARACUARO | 07/09/2026 | DEPOSIT REFUND - TRAIN DEPOT 6/26/26 | 500.00 |
| Total NAYELI JARACUARO: | | | | 500.00 |
| **NICOLAS LASZKIEWICZ** | | | | |
| 58200 | NICHOLAS TRANSLATIONS & INTERPRETATIONS | 07/09/2026 | JUNE '26 TRANSLATION SERVICES | 760.00 |
| Total NICOLAS LASZKIEWICZ: | | | | 760.00 |
| **OFFICE DEPOT** | | | | |
| 58224 | ODP BUSINESS SOLUTIONS, LLC | 07/15/2026 | METAL SIGNS | 25.26 |
| 58294 | ODP BUSINESS SOLUTIONS, LLC | 07/30/2026 | OFFICE SUPPLIES | 117.46 |
| Total OFFICE DEPOT: | | | | 142.72 |
| **PACIFIC GAS & ELECTRIC** | | | | |
| 58295 | PACIFIC GAS & ELECTRIC | 07/30/2026 | CITY OF HMB 501 MAIN ST A | 7.84 |
| 58295 | PACIFIC GAS & ELECTRIC | 07/30/2026 | OCEAN COLONY PARTNERS/OCP LIFT STATION | 1,166.48 |
| 58295 | PACIFIC GAS & ELECTRIC | 07/30/2026 | KEHOE PARK | 2.97 |
| 58295 | PACIFIC GAS & ELECTRIC | 07/30/2026 | COMMUNITY CENTER | 1,841.46 |
| 58295 | PACIFIC GAS & ELECTRIC | 07/30/2026 | MAINTENANCE YARD OFFICE - ELECTRIC | 123.63 |
| 58295 | PACIFIC GAS & ELECTRIC | 07/30/2026 | 555 KELLY ST | 34.72 |
| 58295 | PACIFIC GAS & ELECTRIC | 07/30/2026 | BELL MOON LIFT STATION | 37.04 |
| 58295 | PACIFIC GAS & ELECTRIC | 07/30/2026 | FRENCHMAN'S CREEK | 3.03 |
| 58295 | PACIFIC GAS & ELECTRIC | 07/30/2026 | TRAIN DEPOT RSTMS | 173.22 |
| 58295 | PACIFIC GAS & ELECTRIC | 07/30/2026 | HWY 1 & FAIRWAY LIGHTING | 38.63 |
| 58295 | PACIFIC GAS & ELECTRIC | 07/30/2026 | HWY 1 & FAIRWAY LIGHTING | 90.14 |
| 58295 | PACIFIC GAS & ELECTRIC | 07/30/2026 | SMTH FIELD | 24.03 |
| 58295 | PACIFIC GAS & ELECTRIC | 07/30/2026 | SHERIFF SUB-STATION | 1,808.91 |
| 58295 | PACIFIC GAS & ELECTRIC | 07/30/2026 | SMITH FIELD SNACK BAR | 302.97 |
| 58295 | PACIFIC GAS & ELECTRIC | 07/30/2026 | CITY OF HMB/ STREET LIGHTS | 21,684.65 |
| 58295 | PACIFIC GAS & ELECTRIC | 07/30/2026 | NW HWY 1 & MAIN ST | 117.55 |
| 58295 | PACIFIC GAS & ELECTRIC | 07/30/2026 | DUTRA PARK | 112.56 |
| 58295 | PACIFIC GAS & ELECTRIC | 07/30/2026 | DOWNTOWN ST TREE LIGHTS NORTH HOOK-UP @ 700 MILL ST | 1,184.71 |

| | | | | |
|---|---|---|---|---|
| 58295 | PACIFIC GAS & ELECTRIC | 07/30/2026 | FERNANDEZ PARK | 2.92 |
| 58295 | PACIFIC GAS & ELECTRIC | 07/30/2026 | HWY 1 & MIRAMONTES TRAFFIC SIGNAL | 63.55 |
| 58295 | PACIFIC GAS & ELECTRIC | 07/30/2026 | DOWNTOWN ST TREE LIGHTS SOUTH HOOK-UP @ 650 MIRAMONTES | 969.45 |
| 58295 | PACIFIC GAS & ELECTRIC | 07/30/2026 | PELICAN POINT LIFT STATION | 226.49 |
| 58295 | PACIFIC GAS & ELECTRIC | 07/30/2026 | PACIFIC RIDGE LIGHT POLES | 41.73 |
| 58295 | PACIFIC GAS & ELECTRIC | 07/30/2026 | LIBRARY ELECTRICITY ONLY | 262.51 |
| 58295 | PACIFIC GAS & ELECTRIC | 07/30/2026 | HWY 1 & MIRAMONTES LIGHTING | 36.51 |
| 58295 | PACIFIC GAS & ELECTRIC | 07/30/2026 | HWY 1 & MIRAMONTES LIGHTING | 85.19 |
| 58295 | PACIFIC GAS & ELECTRIC | 07/30/2026 | CITY HALL BUILDING | 900.82 |
| 58295 | PACIFIC GAS & ELECTRIC | 07/30/2026 | PILARCITOS CREEK BRIDGE | 101.78 |
| 58295 | PACIFIC GAS & ELECTRIC | 07/30/2026 | PILARCITOS CREEK UNDERPASS | 30.10 |
| 58295 | PACIFIC GAS & ELECTRIC | 07/30/2026 | MOON SCULPTURE SPOTLIGHTS | 10.42 |
| 58295 | PACIFIC GAS & ELECTRIC | 07/30/2026 | MOON SCULPTURE SPOTLIGHTS | 24.30 |
| 58295 | PACIFIC GAS & ELECTRIC | 07/30/2026 | OCEAN VIEW PARK | 20.59 |
| 58295 | PACIFIC GAS & ELECTRIC | 07/30/2026 | 401 SEYMOUR ST | 47.98 |
| 58295 | PACIFIC GAS & ELECTRIC | 07/30/2026 | 401 SEYMOUR ST | 111.94 |
| 58295 | PACIFIC GAS & ELECTRIC | 07/30/2026 | CORREAS EV CHARGERS | 1,328.81 |
| 58295 | PACIFIC GAS & ELECTRIC | 07/30/2026 | 10 STONE PINE RD - CARTER PARK | 155.54 |
| 58295 | PACIFIC GAS & ELECTRIC | 07/30/2026 | STREETLIGHT PROJECT | 482.59 |
| Total PACIFIC GAS & ELECTRIC: | | | | 33,657.76 |
| **PHILS TIRE & AUTO CARE INC** | | | | |
| 58225 | PHILS TIRE & AUTO CARE INC | 07/15/2026 | VEHICLE SERIVCE | 112.37 |
| Total PHILS TIRE & AUTO CARE INC: | | | | 112.37 |
| **PLAN JPA** | | | | |
| 58173 | PLAN JPA | 07/02/2026 | WORKERS COMPENSATION CLAIMS MAY '26 | 195.95 |
| 58226 | PLAN JPA | 07/15/2026 | JUNE'26 GENERAL LIABILITY CLAIMS | 2,268.44 |
| 58226 | PLAN JPA | 07/15/2026 | CORRECTION IN ERMA BUDGET FY 26/27 | 4,225.00 |
| 58264 | PLAN JPA | 07/23/2026 | FY 26/27 MEMBER CONTRIBUTION | 537,938.15 |
| 58264 | PLAN JPA | 07/23/2026 | FY 26/27 MEMBER CONTRIBUTION | 136,864.86 |
| 58296 | PLAN JPA | 07/30/2026 | WORKERS COMPENSATION CLAIMS JUNE'26 | 234.47 |
| Total PLAN JPA: | | | | 681,726.87 |
| **PLANETIZEN, INC.** | | | | |
| 58174 | PLANETIZEN, INC. | 07/02/2026 | SENIOR PLANNER RECRUITMENT POSTING | 169.95 |
| Total PLANETIZEN, INC.: | | | | 169.95 |

| | | | | |
|---|---|---|---|---|
| **PRECISION CONCRETE CUTTING INC.** | | | | |
| 58265 | PRECISION CONCRETE CUTTING | 07/23/2026 | SIDEWALK ASSESSMENT, CURB & GUTTER ASSESSMENT, AND SIGN ASSESSMENT. LOGGIG & CATALOGI | 29,120.00 |
| Total PRECISION CONCRETE CUTTING INC.: | | | | 29,120.00 |
| **QUADIENT FINANCE USA, INC** | | | | |
| 58175 | QUADIENT FINANCE USA, INC | 07/02/2026 | JUNE FY 25/26 QUADIENT LEASE & POSTAGE | 461.00 |
| 58227 | QUADIENT LEASING USA, INC. | 07/15/2026 | FY 25/26 QUADIENT LEASE & POSTAGE | 576.74 |
| Total QUADIENT FINANCE USA, INC: | | | | 1,037.74 |
| **RINGCENTRAL INC** | | | | |
| 58201 | RINGCENTRAL INC. | 07/09/2026 | PHONE SERVICES JUNE '26 | 2,337.97 |
| 58297 | RINGCENTRAL INC. | 07/30/2026 | PHONE SERVICES | 2,342.97 |
| Total RINGCENTRAL INC: | | | | 4,680.94 |
| **ROBERT HALF** | | | | |
| 58176 | ROBERT HALF | 07/02/2026 | MURRAY, JOANNE 06/26/26 | 1,627.92 |
| 58176 | ROBERT HALF | 07/02/2026 | GIJON, LYNN 06/19/26 | 1,737.60 |
| 58228 | ROBERT HALF | 07/15/2026 | MURRAY, JOANNE 07/03026 | 1,881.81 |
| 58228 | ROBERT HALF | 07/15/2026 | GIJON, LYNN 07/03/26 | 868.80 |
| 58228 | ROBERT HALF | 07/15/2026 | MURRAY, JOANNE 07/10/26 | 1,911.68 |
| 58266 | ROBERT HALF | 07/23/2026 | GIJON, LYNN 06/26/26 | 1,737.60 |
| 58298 | ROBERT HALF | 07/30/2026 | GIJON, LYNN 06/12/26 | 1,737.60 |
| 58298 | ROBERT HALF | 07/30/2026 | COLLETT, DIANNA 6/12/2026 | 494.73 |
| 58298 | ROBERT HALF | 07/30/2026 | COLLETT, DIANNA 6/12/2026 | 494.73 |
| 58298 | ROBERT HALF | 07/30/2026 | MURRAY, JOANNE 07/24/26 | 1,911.68 |
| 58298 | ROBERT HALF | 07/30/2026 | MURRAY, JOANNE 07/17/26 | 1,911.68 |
| Total ROBERT HALF: | | | | 16,315.83 |
| **ROSS RECREATION EQUIPMENT INC** | | | | |
| 58299 | ROSS RECREATION EQUIP | 07/30/2026 | OCEAN VIEW TRANSFER DECK MATERIALS | 2,718.38 |
| Total ROSS RECREATION EQUIPMENT INC: | | | | 2,718.38 |
| **RUBY ZALDUONDO** | | | | |
| 58300 | RUBY ZALDUONDO | 07/30/2026 | TRAVEL-CONFERENCE-ZALDUONDO | 252.80 |
| 58300 | RUBY ZALDUONDO | 07/30/2026 | TAXI-CONFERENCE-ZALDUONDO | 29.04 |
| 58300 | RUBY ZALDUONDO | 07/30/2026 | FOOD-CONFERENCE-ZALDUONDO | 55.52 |
| 58300 | RUBY ZALDUONDO | 07/30/2026 | TRAVEL-CONFERENCE-ZALDUONDO | 63.23 |
| 58300 | RUBY ZALDUONDO | 07/30/2026 | FOOD-CONFERENCE-ZALDUONDO | 33.32 |

| | | | | |
|---|---|---|---|---|
| 58300 | RUBY ZALDUONDO | 07/30/2026 | FOOD-CONFERENCE-ZALDUONDO | 27.86 |
| 58300 | RUBY ZALDUONDO | 07/30/2026 | TRAVEL-CONFERENCE-ZALDUONDO | 35.62 |
| Total RUBY ZALDUONDO: | | | | 497.39 |
| **RUDOLF A. HAAS** | | | | |
| 58202 | RUDOLF A. HAAS | 07/09/2026 | INSTRUCTOR PAYMENT-TAI CHI JUNE 26' | 252.00 |
| Total RUDOLF A. HAAS: | | | | 252.00 |
| **SAN MATEO CO. CONTROLLERS OFFICE** | | | | |
| 58301 | SAN MATEO (LAFCO) | 07/30/2026 | FY26/27 LAFCO- SHARE COST FOR HMB | 4,235.00 |
| Total SAN MATEO CO. CONTROLLERS OFFICE: | | | | 4,235.00 |
| **SAN MATEO CO. PLANNING AND BUILDING DIV** | | | | |
| 58267 | SAN MATEO CO PLANNING & BUILDING DEPT | 07/23/2026 | FY26/27 AIRPORT ROUNDTABLE MEMBERSHIP FEE | 1,500.00 |
| Total SAN MATEO CO. PLANNING AND BUILDING DIV: | | | | 1,500.00 |
| **SAN MATEO COUNTY** | | | | |
| 58280 | COUNTY OF SAN MATEO | 07/30/2026 | FY 26/27 HMB'S SHARE OF CONSTRUCTION COSTS FOR ANIMAL CARE SHELTER | 14,622.00 |
| Total SAN MATEO COUNTY: | | | | 14,622.00 |
| **SENIOR COASTSIDERS** | | | | |
| 58302 | SENIOR COASTSIDERS | 07/30/2026 | CSFA FUNDING AGREEMENT FOR SENIOR COASTSIDERS FY 25/26 | 50,000.00 |
| Total SENIOR COASTSIDERS: | | | | 50,000.00 |
| **SERVICE PRESS INC** | | | | |
| 58204 | SERVICE PRESS INC | 07/09/2026 | OFFICE SUPPLIES | 361.66 |
| 58204 | SERVICE PRESS INC | 07/09/2026 | BUSINESS CARDS | 159.50 |
| 58269 | SERVICE PRESS INC | 07/23/2026 | BUSINESS CARDS | 116.47 |
| Total SERVICE PRESS INC: | | | | 637.63 |
| **SEWER AUTHORITY MID-COASTSIDE** | | | | |
| 58177 | SEWER AUTHORITY MID-COASTSIDE | 07/02/2026 | APR 2026 PASS THROUGH INVOICE | 1,480.00 |
| 58303 | SEWER AUTHORITY MID-COASTSIDE | 07/30/2026 | JUNE 2026 PASS THROUGH INVOICES | 1,744.66 |
| 58303 | SEWER AUTHORITY MID-COASTSIDE | 07/30/2026 | MAY 2026 PASS THROUGH INVOICE | 2,126.45 |
| 58303 | SEWER AUTHORITY MID-COASTSIDE | 07/30/2026 | JULY-FY 26/27 SEWER GENERAL OPERATIONS AND MAINTENANCE | 582,412.58 |
| 58303 | SEWER AUTHORITY MID-COASTSIDE | 07/30/2026 | JULY FY 26/27 SAM COLLECTIONS -SEWER COLLECTION SYSTEM CLEANING, PREVENTATIVE MAINTENA | 27,617.92 |

| | | | | |
|---|---|---|---|---|
| Total SEWER AUTHORITY MID-COASTSIDE: | | | | 615,381.61 |
| **SHARP ELECTRONICS CORPORATION** | | | | |
| 58270 | SHARP ELECTRONICS CORPORATION | 07/23/2026 | PRINTER LEASE- 48 MONTHS | 791.73 |
| Total SHARP ELECTRONICS CORPORATION: | | | | 791.73 |
| **SHERI SAISI** | | | | |
| 58230 | SHERI SAISI | 07/15/2026 | REIMBURSEMENT- TRAVEL-G. BORTOLOTTO NOC | 26.97 |
| 58230 | SHERI SAISI | 07/15/2026 | REIMBURSEMENT- TRAVEL-WICKMAN NOC | 26.97 |
| Total SHERI SAISI: | | | | 53.94 |
| **SHUTE MIHALY & WEINBERGER LLP** | | | | |
| 58178 | SHUTE MIHALY & WEINBERGER, LLP | 07/02/2026 | LEGAL EXPENSES MAY '26 | 1,993.02 |
| 58178 | SHUTE MIHALY & WEINBERGER, LLP | 07/15/2026 | LEGAL EXPENSES MAY '26 | 1,993.02- |
| 58178 | SHUTE MIHALY & WEINBERGER, LLP | 07/15/2026 | LEGAL EXPENSES MAY '26 | 510.34- |
| 58178 | SHUTE MIHALY & WEINBERGER, LLP | 07/02/2026 | LEGAL EXPENSES MAY '26 | 510.34 |
| 58231 | SHUTE MIHALY & WEINBERGER, LLP | 07/15/2026 | LEGAL EXPENSES MAY '26 | 1,993.02 |
| Total SHUTE MIHALY & WEINBERGER LLP: | | | | 1,993.02 |
| **SHYLAJA NAGINENI** | | | | |
| 58179 | SHYLAJA NAGINENI | 07/02/2026 | INSTRUCTOR PAYMENT-YOGA | 35.00 |
| Total SHYLAJA NAGINENI: | | | | 35.00 |
| **SONRISAS COMMUNITY DENTAL CLINIC** | | | | |
| 58304 | SONRISAS COMMUNITY DENTAL CLINIC | 07/30/2026 | CSFA FUNDING AGREEMENT FY 26/27 | 25,000.00 |
| Total SONRISAS COMMUNITY DENTAL CLINIC: | | | | 25,000.00 |
| **STAR ELEVATOR INC** | | | | |
| 58232 | STAR ELEVATOR INC | 07/15/2026 | JULY '26-ELEVATOR MAINTENANCE-2 SITES | 273.55 |
| 58232 | STAR ELEVATOR INC | 07/15/2026 | JULY '26-ELEVATOR MAINTENANCE-2 SITES | 273.55 |
| 58232 | STAR ELEVATOR INC | 07/15/2026 | REPLACE WORN WORK CONTROLLER BOARD | 3,239.52 |
| 58305 | STAR ELEVATOR INC | 07/30/2026 | MARCH'26 ELEVATOR REPAIR | 1,415.00 |
| Total STAR ELEVATOR INC: | | | | 5,201.62 |
| **STARCREEK LAND STEWARDS INC.** | | | | |
| 58306 | STARCREEK LAND STEWARDS INC. | 07/30/2026 | PSA FOR GOAT GRAZING/VEGETATION MANAGEMENT FOR 2026 | 29,498.50 |

| | | | | |
|---|---|---|---|---|
| Total STARCREEK LAND STEWARDS INC.: | | | | 29,498.50 |
| **STERICYCLE SPECIALTY WASTE SOLUTIONS INC** | | | | |
| 58205 | STERICYCLE, INC. | 07/09/2026 | JUNE '26-PAPER SHREDDING | 263.67 |
| Total STERICYCLE SPECIALTY WASTE SOLUTIONS INC: | | | | 263.67 |
| **SWCA INCORPORATED** | | | | |
| 58180 | SWCA INCORPORATED | 07/02/2026 | Piilarcitos Creek Environmental | 1,128.00 |
| 58180 | SWCA INCORPORATED | 07/02/2026 | BIOLOGICAL MONITORING FOR THE 2026 GOAT GRAZING PROJECT (VEGETATION MANAGEMENT) | 1,846.50 |
| 58307 | SWCA INCORPORATED | 07/30/2026 | Piilarcitos Creek Environmental | 639.93 |
| 58307 | SWCA INCORPORATED | 07/30/2026 | BIOLOGICAL MONITORING FOR THE 2026 GOAT GRAZING PROJECT (VEGETATION MANAGEMENT) | 4,048.75 |
| Total SWCA INCORPORATED: | | | | 7,663.18 |
| **T-MOBILE USA INC.** | | | | |
| 58181 | T-MOBILE | 07/02/2026 | ACCT 997385192 JUNE '26 | 400.24 |
| Total T-MOBILE USA INC.: | | | | 400.24 |
| **TOWNSEND PUBLIC AFFAIRS INC.** | | | | |
| 57957 | TOWNSEND PUBLIC AFFAIRS, INC | 07/09/2026 | LEGISLATIVE SERVICES FOR THE TERM 7/1/2025-6/30/2026 | 2,499.00- |
| 58206 | TOWNSEND PUBLIC AFFAIRS, INC | 07/09/2026 | JUNE 2026 LEGISLATIVE SERVICES | 2,499.00 |
| 58206 | TOWNSEND PUBLIC AFFAIRS, INC | 07/09/2026 | LEGISLATIVE SERVICES FOR THE TERM 7/1/2025-6/30/2026 | 2,499.00 |
| Total TOWNSEND PUBLIC AFFAIRS INC.: | | | | 2,499.00 |
| **TRICOR EMPLOYMENT SCREENING** | | | | |
| 58182 | TRICOR EMPLOYMENT SCREENING | 07/02/2026 | EMPLOYMENT SCREENING | 30.00 |
| Total TRICOR EMPLOYMENT SCREENING: | | | | 30.00 |
| **TURBO DATA SYSTEMS INC** | | | | |
| 58233 | TURBO DATA SYSTEMS | 07/15/2026 | JUNE '26 CITATION PROCESSING | 2,077.33 |
| Total TURBO DATA SYSTEMS INC: | | | | 2,077.33 |
| **VAYA CONSULTING, LLC.** | | | | |
| 58271 | VAYA CONSULTING, LLC. | 07/23/2026 | JUNE'26-HUMAN RESOURCES CONSULTING | 1,000.00 |
| Total VAYA CONSULTING, LLC.: | | | | 1,000.00 |

| | | | | |
|---|---|---|---|---|
| **VESTIS GROUP INC** | | | | |
| 58183 | VESTIS | 07/02/2026 | MATS - CITY HALL | 209.05 |
| 58183 | VESTIS | 07/02/2026 | MATS - PUBLIC LIBRARY | 133.12 |
| 58234 | VESTIS | 07/15/2026 | MATS - CITY HALL | 209.05 |
| 58234 | VESTIS | 07/15/2026 | MATS - PUBLIC LIBRARY | 133.12 |
| 58234 | VESTIS | 07/15/2026 | MATS - CITY HALL | 209.05 |
| 58234 | VESTIS | 07/15/2026 | MATS - PUBLIC LIBRARY | 133.12 |
| 58308 | VESTIS | 07/30/2026 | MATS - CITY HALL | 209.05 |
| 58308 | VESTIS | 07/30/2026 | MATS - PUBLIC LIBRARY | 133.12 |
| 58308 | VESTIS | 07/30/2026 | MATS - CITY HALL | 209.05 |
| 58308 | VESTIS | 07/30/2026 | MATS - PUBLIC LIBRARY | 133.12 |
| Total VESTIS GROUP INC: | | | | 1,710.85 |
| **VICTOR HERNANDEZ** | | | | |
| 58172 | ON POINT LANGUAGE SOLUTIONS LLC | 07/02/2026 | JUN '26 TRANSLATION SERVICES | 2,125.00 |
| Total VICTOR HERNANDEZ: | | | | 2,125.00 |
| **WAXIE'S ENTERPRISES, LLC, A BRADYPLUS CO** | | | | |
| 58309 | WAXIE SANITARY SUPPLY | 07/30/2026 | SUPPLIES | 1,455.84 |
| Total WAXIE'S ENTERPRISES, LLC, A BRADYPLUS CO: | | | | 1,455.84 |
| **WELLS FARGO** | | | | |
| 58342 | WELLS FARGO | 07/04/2026 | FLCA SUPPLIES | 78.12 |
| 58342 | WELLS FARGO | 07/04/2026 | EMAIL MARKETING | 175.00 |
| 58342 | WELLS FARGO | 07/04/2026 | 7/4 PARADE DECOR | 93.32 |
| 58342 | WELLS FARGO | 07/04/2026 | SOUTH CORRIDOR ADS | 158.67 |
| 58342 | WELLS FARGO | 07/04/2026 | FLCA DINNER | 523.42 |
| 58342 | WELLS FARGO | 07/04/2026 | COUNCIL SNACKS | 138.73 |
| 58342 | WELLS FARGO | 07/04/2026 | ZOOM SUBSCRIPTION | 343.92 |
| 58342 | WELLS FARGO | 07/04/2026 | ELECTION MATERIALS | 71.41 |
| 58342 | WELLS FARGO | 07/04/2026 | FLCA GRAD | 140.00 |
| 58342 | WELLS FARGO | 07/04/2026 | ELECTION MATERIALS | 36.24 |
| 58342 | WELLS FARGO | 07/04/2026 | RECONCILING ITEMS FROM PRIOR PERIOD | 649.36 |
| 58342 | WELLS FARGO | 07/04/2026 | RECONCILING ITEMS - CASH BACK | 1,326.87- |
| 58342 | WELLS FARGO | 07/04/2026 | EMPLOYEE ENGAGEMENT | 91.78 |
| 58342 | WELLS FARGO | 07/04/2026 | MEETING EXPENSE | 38.04 |
| 58342 | WELLS FARGO | 07/04/2026 | CHARGE BY MISTAKE-WILL REIMBURSE | 25.00 |
| 58342 | WELLS FARGO | 07/04/2026 | SINK FAUCET | 127.44 |
| 58342 | WELLS FARGO | 07/04/2026 | DRILL BITS/WIPES | 481.61 |
| 58342 | WELLS FARGO | 07/04/2026 | GLASS-TACC | 845.65 |

| | | | | |
|---|---|---|---|---|
| 58342 | WELLS FARGO | 07/04/2026 | WATER HEATER FLUSH KIT | 148.32 |
| 58342 | WELLS FARGO | 07/04/2026 | JOHN DEERE MIRROR | 77.90 |
| 58342 | WELLS FARGO | 07/04/2026 | KEVIN - LUNCH INTERVIEWS | 127.42 |
| 58342 | WELLS FARGO | 07/04/2026 | SMOG | 175.75 |
| 58342 | WELLS FARGO | 07/04/2026 | KABOTA TRANS FLUID | 109.58 |
| 58342 | WELLS FARGO | 07/04/2026 | DEERE TRANS FLUID | 83.45 |
| 58342 | WELLS FARGO | 07/04/2026 | BINDERS | 45.24 |
| 58342 | WELLS FARGO | 07/04/2026 | SOAP DISPENSER | 125.80 |
| 58342 | WELLS FARGO | 07/04/2026 | COTTON BALLS RATS | 2.38 |
| 58342 | WELLS FARGO | 07/04/2026 | CHAIN BINDERS | 109.86 |
| 58342 | WELLS FARGO | 07/04/2026 | COFFEE CREAMER | 18.36 |
| 58342 | WELLS FARGO | 07/04/2026 | M. PINCE - TRAINING | 900.00 |
| 58342 | WELLS FARGO | 07/04/2026 | J. BUTCHER DRONE TRAINING | 218.65 |
| 58342 | WELLS FARGO | 07/04/2026 | R. ZALDUONDO DRONE TRAINING | 218.65 |
| 58342 | WELLS FARGO | 07/04/2026 | BARRICADE LIGHTS | 649.25 |
| 58342 | WELLS FARGO | 07/04/2026 | REFUND-BARRICADE LIGHTS | 649.36- |
| 58342 | WELLS FARGO | 07/04/2026 | LIBRARY PAVERS | 925.14 |
| 58342 | WELLS FARGO | 07/04/2026 | DUMP TRUCK TIRES | 2,124.07 |
| 58342 | WELLS FARGO | 07/04/2026 | EV PARKING SIGNS | 242.76 |
| 58342 | WELLS FARGO | 07/04/2026 | AIR FILTERS | 339.38 |
| 58342 | WELLS FARGO | 07/04/2026 | TRASH BAGS | 2,219.51 |
| 58342 | WELLS FARGO | 07/04/2026 | RODENT CONTROL | 24.63 |
| 58342 | WELLS FARGO | 07/04/2026 | SHIPPING CONTAINER ADD-ON | 1,098.75 |
| 58342 | WELLS FARGO | 07/04/2026 | SHIPPING CONTAINER | 6,227.31 |
| 58342 | WELLS FARGO | 07/04/2026 | TRAILER FOR SKID STEAR | 9,787.53 |
| 58342 | WELLS FARGO | 07/04/2026 | MEETING FOOD EXPENSE | 88.97 |
| 58342 | WELLS FARGO | 07/04/2026 | MEETING FOOD EXPENSE | 22.00 |
| 58342 | WELLS FARGO | 07/04/2026 | MEETING FOOD EXPENSE | 17.97 |
| 58342 | WELLS FARGO | 07/04/2026 | EMPLOYEE ENGAGEMENT FOOD | 150.00 |
| 58342 | WELLS FARGO | 07/04/2026 | COMMUNITY ENGAGEMENT | 296.09 |
| 58342 | WELLS FARGO | 07/04/2026 | CLOSED SESSION MEAL | 129.50 |
| 58342 | WELLS FARGO | 07/04/2026 | EMPLOYEE ENGAGEMENT | 18.96 |
| 58342 | WELLS FARGO | 07/04/2026 | EMPLOYEE ENGAGEMENT | 19.22 |
| 58342 | WELLS FARGO | 07/04/2026 | EMPLOYEE ENGAGEMENT | 46.00 |
| 58342 | WELLS FARGO | 07/04/2026 | IT SUPPLIES | 52.72 |
| 58342 | WELLS FARGO | 07/04/2026 | EVENT SUPPLIES | 29.64 |
| 58342 | WELLS FARGO | 07/04/2026 | CLOSED SESSION MEAL | 151.52 |
| 58342 | WELLS FARGO | 07/04/2026 | EVENT SUPPLIES | 30.72 |
| 58342 | WELLS FARGO | 07/04/2026 | EVENT SUPPLIES | 94.44 |
| 58342 | WELLS FARGO | 07/04/2026 | EVENT SUPPLIES | 131.84 |
| 58342 | WELLS FARGO | 07/04/2026 | REC STAFF JACKETS | 553.61 |
| 58342 | WELLS FARGO | 07/04/2026 | EMPLOYEE ENGAGEMENT | 27.00 |
| 58342 | WELLS FARGO | 07/04/2026 | EVENT SUPPLIES | 38.45 |

| | | | | |
|---|---|---|---|---|
| 58342 | WELLS FARGO | 07/04/2026 | EVENT SUPPLIES | 47.21 |
| 58342 | WELLS FARGO | 07/04/2026 | PARKING FOR RECORDING OF NOC | 1.00 |
| 58342 | WELLS FARGO | 07/04/2026 | GPS PRECISION LAND SURVEYING | 400.00 |
| 58342 | WELLS FARGO | 07/04/2026 | ENGINEERING SUPPLIES | 32.95 |
| 58342 | WELLS FARGO | 07/04/2026 | OFFICE SUPPLIES | 63.90 |
| 58342 | WELLS FARGO | 07/04/2026 | HIRING COSTS | 60.17 |
| 58342 | WELLS FARGO | 07/04/2026 | OFFICE SUPPLIES | 97.58 |
| 58342 | WELLS FARGO | 07/04/2026 | WELCOME BREAKFAST | 37.93 |
| 58342 | WELLS FARGO | 07/04/2026 | WELCOME BREAKFAST | 277.11 |
| 58342 | WELLS FARGO | 07/04/2026 | CITY HALL INTERNET | 356.82 |
| 58342 | WELLS FARGO | 07/04/2026 | EOC INTERNET | 55.00 |
| 58342 | WELLS FARGO | 07/04/2026 | TRAINING | 644.67 |
| 58342 | WELLS FARGO | 07/04/2026 | SUBSCRIPTION | 12.00 |
| 58342 | WELLS FARGO | 07/04/2026 | CORP YARD INTERNET | 293.26 |
| 58342 | WELLS FARGO | 07/04/2026 | SHERIF INTERNET | 249.43 |
| 58342 | WELLS FARGO | 07/04/2026 | OFFICE SUPPLIES | 102.16 |
| 58342 | WELLS FARGO | 07/04/2026 | OFFICE SUPPLIES | 118.64 |
| 58342 | WELLS FARGO | 07/04/2026 | OFFICE SUPPLIES | 121.10 |
| 58342 | WELLS FARGO | 07/04/2026 | HR SUPPLIES | 54.35 |
| 58342 | WELLS FARGO | 07/04/2026 | HR SUPPLIES | 37.01 |
| 58342 | WELLS FARGO | 07/04/2026 | ZOOM SUBSCRIPTION | 95.97 |
| 58342 | WELLS FARGO | 07/04/2026 | SF CHRONICLE SUBSCRIPTION | 19.96 |
| 58342 | WELLS FARGO | 07/04/2026 | OFFICE SUPPLIES | 58.22 |
| 58342 | WELLS FARGO | 07/04/2026 | TRAINING | 50.00 |
| 58342 | WELLS FARGO | 07/04/2026 | OFFICE SUPPLIES | 23.38 |
| 58342 | WELLS FARGO | 07/04/2026 | FACEBOOK ADVERTISING | 19.00 |
| 58342 | WELLS FARGO | 07/04/2026 | AMAZON MEMBERSHIP | 16.47 |
| 58342 | WELLS FARGO | 07/04/2026 | SUPPLIES | 62.61 |
| 58342 | WELLS FARGO | 07/04/2026 | SUPPLIES | 6.58 |
| 58342 | WELLS FARGO | 07/04/2026 | ADVERTISING | 77.73 |
| 58342 | WELLS FARGO | 07/04/2026 | ADVERTISING | 19.00 |
| 58342 | WELLS FARGO | 07/04/2026 | ADVERTISING | 82.63 |
| 58342 | WELLS FARGO | 07/04/2026 | SUPPLIES | 165.51 |
| 58342 | WELLS FARGO | 07/04/2026 | SUPPLIES | 14.57 |
| 58342 | WELLS FARGO | 07/04/2026 | SUPPLIES | 90.10 |
| 58342 | WELLS FARGO | 07/04/2026 | SUPPLIES | 34.99 |
| 58342 | WELLS FARGO | 07/04/2026 | SUPPLIES | 89.71 |
| 58342 | WELLS FARGO | 07/04/2026 | SUPPLIES | 39.62 |
| 58342 | WELLS FARGO | 07/04/2026 | SUPPLIES | 58.33 |
| 58342 | WELLS FARGO | 07/04/2026 | ADVERTISING | 40.43 |
| 58342 | WELLS FARGO | 07/04/2026 | SUPPLIES | 43.86 |
| 58342 | WELLS FARGO | 07/04/2026 | ADVERTISING | 19.00 |
| 58342 | WELLS FARGO | 07/04/2026 | ADVERTISING | 19.00 |

| | | | | |
|---|---|---|---|---|
| 58342 | WELLS FARGO | 07/04/2026 | MEMBERSHIP | 9.99 |
| 58342 | WELLS FARGO | 07/04/2026 | SUPPLIES | 48.24 |
| 58342 | WELLS FARGO | 07/04/2026 | ADVERTISING | 19.00 |
| 58342 | WELLS FARGO | 07/04/2026 | ADVERTISING | 1.68 |
| 58342 | WELLS FARGO | 07/04/2026 | SUPPLIES | 421.02 |
| 58342 | WELLS FARGO | 07/04/2026 | ADVERTISING | 171.39 |
| 58342 | WELLS FARGO | 07/04/2026 | SUPPLIES | 25.26 |
| 58342 | WELLS FARGO | 07/04/2026 | SPOTIFY MEMBERSHIP | 12.99 |
| 58342 | WELLS FARGO | 07/04/2026 | ADVERTISING | 19.00 |
| 58342 | WELLS FARGO | 07/04/2026 | SUPPLIES | 86.97 |
| 58342 | WELLS FARGO | 07/04/2026 | ADVERTISING | 19.00 |
| 58342 | WELLS FARGO | 07/04/2026 | SUPPLIES | 55.99 |
| 58342 | WELLS FARGO | 07/04/2026 | SUPPLIES | 55.70 |
| 58342 | WELLS FARGO | 07/04/2026 | ADVERTISING | 40.43 |
| 58342 | WELLS FARGO | 07/04/2026 | APPLE MEMBERSHIP | .49 |
| 58342 | WELLS FARGO | 07/04/2026 | SUPPLIES RETURN | 48.24- |
| Total WELLS FARGO: | | | | 35,087.69 |
| **WEST COAST ARBORISTS INC** | | | | |
| 58235 | WEST COAST ARBORISTS INC | 07/15/2026 | JUNE'26 TREE MAINTENANCE AND URBAN FOREST MANAGEMENT | 12,168.90 |
| Total WEST COAST ARBORISTS INC: | | | | 12,168.90 |
| **WICKMAN DEVELOPMENT AND CONSTRUCTION** | | | | |
| 58310 | WICKMAN DEVELOPMENT AND CONSTRUCTIO | 07/30/2026 | CARTER PARK IMPROVEMENTS PROJECT | 5,992.63 |
| 58310 | WICKMAN DEVELOPMENT AND CONSTRUCTIO | 07/30/2026 | CARTER PARK RETENTION | 299.63- |
| Total WICKMAN DEVELOPMENT AND CONSTRUCTION: | | | | 5,693.00 |
| Grand Totals: | | | | 2,144,489.78 |

Report Criteria:
Report type: GL detail

**BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY**

**AGENDA REPORT**

For meeting of: **August 18, 2026**

---

**TO:** Honorable Mayor and City Council

**VIA:** Matthew Chidester, City Manager

**FROM:** Kenneth Stiles, Interim Administrative Services Director

**TITLE:** **AUTHORIZATION TO APPLY FOR CALIFORNIA INFRASTRUCTURE AND ECONOMIC DEVELOPMENT BANK FINANCING FOR SEWER INFRASTRUCTURE IMPROVEMENTS**

---

**RECOMMENDATION:**
Adopt a resolution authorizing the City to apply for up to $10.3 million in financing through the California Infrastructure and Economic Development Bank Infrastructure State Revolving Fund Program and declaring the City's intent to reimburse eligible project expenditures from future financing proceeds.

**FISCAL IMPACT:**
There is no fiscal impact associated with this item. This item authorizes the City to apply for up to $10.3 million in iBank financing and preserves reimbursement eligibility for qualifying project costs. Repayment of any financing for Sewer Infrastructure would be repaid through sewer fees, which are currently being studied for updates through a Proposition 218 process.

**STRATEGIC ELEMENT:**
This recommendation supports the *Fiscal Sustainability* and *Infrastructure and Environment* elements of the City's Strategic Plan.

**BACKGROUND:**
The City of Half Moon Bay is one of three member agencies that make up the Sewer Authority Mid-Coastside ("SAM"), along with Granada Community Services District and Montara Water and Sanitary District. SAM operates the regional wastewater treatment system and related infrastructure serving the three member agencies.

SAM allocates its operating and infrastructure costs among the member agencies based primarily on wastewater flows. Half Moon Bay's current allocation is approximately 61%.

SAM is currently facing significant near-term infrastructure costs, most notably the Montara

Force Main Replacement Project. As discussed in a separate item on this meeting's agenda, SAM currently estimates the total project cost at approximately $16.5 million. Based on the City's current allocation, Half Moon Bay's share of the total project cost is approximately $10.1 million.

The Sewer Enterprise Fund does not have sufficient available reserves to absorb a cost of this size while continuing to fund its other operating and capital obligations. As a result, the City will need to finance a significant portion of its share of the project.

The timing of that financing is also important. SAM is moving forward with the project and anticipates significant project expenditures beginning during the current fiscal year. The City therefore needs to advance potential financing options as quickly as possible while continuing to evaluate the most appropriate long-term funding structure.

**DISCUSSION:**

One financing option available to the City is the California Infrastructure and Economic Development Bank ("iBank") Infrastructure State Revolving Fund ("ISRF") Program. iBank provides financing to local governments for eligible public infrastructure projects, including wastewater infrastructure.

The City has previously utilized iBank financing. In 2020, the City applied to the ISRF Program for financing associated with the acquisition and improvement of 880 Stone Pine Road. As part of that process, the City Council first authorized the iBank application and related reimbursement provisions, with final financing terms brought back to the City Council once available.

Staff has been in discussions with iBank regarding potential financing for the City's share of the Montara Force Main Replacement Project. Staff recommends authorizing an application for up to $10.3 million, which provides modest flexibility above the City's current estimated project share for potential project cost adjustments and eligible financing-related costs. The final amount financed would be based on actual project costs, eligible expenditures, and the financing terms ultimately presented to the City Council for approval.

Given the timing of SAM's anticipated project expenditures, staff recommends advancing the iBank application while continuing to evaluate other available funding and financing options.
The proposed resolution is a required step in the iBank application process. It authorizes the City to apply for financing of up to $10.3 million, including a modest contingency above the City's currently estimated project share, and establishes the City's official intent to reimburse eligible project expenditures from future financing proceeds.

The reimbursement provision is important because the City may begin making project-related payments before the financing is completed. Adoption of the resolution allows certain eligible

expenditures, including qualifying expenditures incurred up to 60 days prior to adoption, to potentially be reimbursed from future tax-exempt financing proceeds.

Approval of the resolution does not establish the final financing amount, interest rate, repayment schedule, annual debt service, or other final financing terms. If iBank approves the financing application, staff will return to the City Council with the proposed financing amount and terms for final approval.

Advancing the application now preserves the City's ability to pursue iBank financing and reimbursement of eligible interim costs while staff continues to assess the most appropriate long-term financing approach.

**ATTACHMENT:**
Resolution

**Resolution No. C-2026-**

**A RESOLUTION OF THE CITY COUNCIL OF HALF MOON BAY AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE CALIFORNIA INFRASTRUCTURE AND ECONOMIC DEVELOPMENT BANK ("IBANK") FOR FINANCING A CAPITAL IMPROVEMENT PROJECT, AUTHORIZING THE INCURRING OF AN OBLIGATION PAYABLE TO IBANK FOR THE FINANCING OF A CAPITAL IMPROVEMENT PROJECT IF IBANK APPROVES SAID APPLICATION, DECLARATION OF OFFICIAL INTENT TO REIMBURSE CERTAIN EXPENDITURES FROM THE PROCEEDS OF AN OBLIGATION, AND APPROVING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the California Infrastructure and Economic Development Bank ("IBank") administers a financing program to assist local governments with the financing of eligible projects in accordance with Section 63000 *et seq.* of the California Government Code (the "Act"); and

**WHEREAS**, IBank created the Infrastructure State Revolving Fund Program ("ISRF Program") pursuant to the provision of the Act; and

**WHEREAS**, IBank has instituted an application process for financing under its ISRF Program; and

**WHEREAS**, IBank's Criteria, Priorities and Guidelines for the Selection of Projects for Financing under the ISRF Program, dated June 28, 2023, and as may thereafter be amended from time to time (the "Criteria"), establishes requirements for the financing of projects under the ISRF Program; and

**WHEREAS**, the City of Half Moon Bay ("Applicant") desires to submit an application ("Financing Application") to IBank under the ISRF Program for financing and refinancing the costs of the City's share of the Montara Force Main Replacement Project ("Project") in an amount not to exceed $10,300,000; and

**WHEREAS**, the Act and the Criteria require the Applicant to make, by resolution of its governing body, certain findings prior to a project being selected for financing by IBank; and

**WHEREAS**, the Applicant expects to incur or pay certain expenditures in connection with the Project from its Sewer Enterprise Fund that are reimbursable with the proceeds of tax exempt bonds or other tax exempt securities under Federal Tax Law (defined below) prior to incurring indebtedness for the purpose of financing costs associated with the Project on a long-term basis (the "Reimbursement Expenditures"); and

**WHEREAS**, the Applicant reasonably expects that a financing arrangement ("Obligation") in an amount not expected to exceed $10,300,000 will be entered into under and memorialized by one or more financing agreements and related documents (collectively, the "Financing Agreement") and that certain proceeds of such Obligation will be used to reimburse the Applicant for Reimbursement Expenditures incurred or paid prior to incurring the Obligation; and

**WHEREAS**, the Applicant acknowledges that IBank funds the ISRF Program, in part, with the proceeds of tax exempt bonds and, as such, has certain compliance obligations that may require it to have the Applicant enter into one or more new financing agreements to replace the Financing Agreement (collectively, the "Replacement Agreement") on terms and conditions substantially identical to the original Financing Agreement.

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council of the City of Half Moon Bay hereby authorizes as follows:

Section 1. The City Council hereby approves confirms, ratifies, and affirms all actions of the Applicant's representatives, employees and officers heretofore taken in connection with, or with respect to, submitting the Financing Application, and the consideration and approval of the Obligation and the Financing Agreement, if IBank approves the Financing Application and the Obligation, and in connection therewith the City Council finds and certifies:

a. The Project facilitates the effective and efficient use of existing and future public resources so as to promote both economic development and conservation of natural resources;
b. The Project develops and enhances public infrastructure in a manner that will attract, create, and sustain long-term employment opportunities;
c. That the Project is consistent with the General Plan of the County of San Mateo;
d. The proposed financing is appropriate for the Project;
e. The Project is consistent with the Criteria; and
f. It has considered (i) the impact of the Project on California's land resources and the need to preserve such resources; (ii) whether the Project is economically or socially desirable; and (iii) whether the project is consistent with, and in furtherance of the State Environmental Goals and Policy Report (as defined in the Criteria).

Section 2. The Applicant hereby declares its official intent to use proceeds of the Obligation to reimburse itself for the Reimbursement Expenditures with the proceeds of tax exempt bonds or other tax exempt securities issued under the provisions of the Internal Revenue Code of 1986, as amended, and those Treasury Regulations implementing such provisions (collectively, "Federal Tax Law"). This declaration is made solely for purposes of establishing compliance with applicable requirements of Federal Tax Law and its date is controlling for purposes of reimbursement under Federal Tax Law. This declaration does not bind the Applicant to make any expenditure, incur any indebtedness, or proceed with the Project.

Section 3. All of the Reimbursement Expenditures were made no earlier than 60 days prior to the date of this Resolution. The Applicant will allocate proceeds of the Obligation to pay Reimbursement Expenditures within eighteen (18) months of the later of the date the original expenditure was paid or the date the Project was placed in service or abandoned, but in no event more than three (3) years after the original expenditure was paid.

Section 4. The City Manager and his or her designee is hereby authorized and directed to act on behalf of the Applicant in all matters pertaining to the Financing Application, and if IBank approves the Financing Application and the Obligation, the execution of related financial documents, including but not limited to the authority to: (i) pledge the revenues of the Sewer Enterprise Fund and all legally available amounts in the Sewer Enterprise Fund to the repayment of the Obligation, (ii) provide covenants relating to, among other things, maintaining the debt service coverage ratio required by IBank, rates and charges to be pledged, and as to any other security or collateral securing the Obligation, and (iii) take any other action necessary or desirable to enable the Applicant to enter into the Financing Agreement and incur the Obligation

Section 5. If the Financing Application and the Obligation is approved by IBank, the City Manager and his or her designee is authorized to negotiate, enter into and sign financing documents and any amendments thereto, including, but not limited to the Financing Agreement and the Replacement Agreement, with IBank for the purposes of financing the Obligation.

Section 6. This Resolution shall become effective immediately upon adoption.

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 18th day of August 2026, by the City Council of Half Moon Bay by the following vote:

AYES, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ATTEST: APPROVED:

_____ _____

Maggie Rodriguez, City Clerk Debbie Ruddock, Mayor

**BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY**

**AGENDA REPORT**

For meeting of: **August 18, 2026**

**TO:** Honorable Mayor and City Council

**VIA:** Matthew Chidester, City Manager

**FROM:** Dale Leda, Interim Public Works Director / City Engineer
Todd Seeley, Public Works Superintendent

**TITLE:** **MAIN STREET BRIDGE REHABILITATION PROJECT - ADDITIONAL FUNDS TRANSFER**

---

**RECOMMENDATION:**
Adopt a resolution authorizing the City Manager to transfer $75,000 from the Wavecrest Road Water Line Project (CIP 9004) to the Main Street Bridge Rehabilitation Project (CIP 1036) to provide sufficient funding to complete Phase 2 construction and remaining project activities.

**FISCAL IMPACT:**
The Main Street Bridge Rehabilitation Project has an adopted budget of $300,000. Staff recommends an additional $75,000 to be added to the project fund, increasing the total project budget to $375,000.

Anticipated project costs are estimated at approximately $334,000, summarized below, with expenses rounded for clarity:

| **Project Expenses** | **Amount** |
|---|---|
| Consultant Services | $17,000 |
| Phase 1 – Original ARG Construction Contract | $133,000 |
| Phase 1 – Change Order No. 1 – Steel Cable Preservation and Reinforcement | $24,000 |
| Phase 1 – Change Order No. 2 – Curb Repair and Reinforcement | $17,000 |
| Supplemental Traffic Control | $9,000 |
| Phase 2 – City-Purchased Materials (Lumber & Hardware) | $67,000 |
| Phase 2 – Estimated Construction Contract | $67,000 |
| **Estimated Total Project Cost** | **$334,000** |
| | |
| Existing Project Budget | $300,000.00 |
| Additional Fund Transfer | $75,000.00 |

The proposed transfer of funds would provide approximately $41,000 in remaining project capacity for Phase 2 construction contingency, remaining professional services, inspection, project closeout, and unforeseen conditions. Given the age and historic nature of the bridge, and the potential for additional conditions to be identified during replacement of the existing pedestrian walkways, staff recommends maintaining adequate contingency to complete the work.

The Phase 2 construction estimate is based on a proposal by the lowest responsive bidder, Farallon Company, and remains subject to final scope and price negotiations.

Uncommitted funds from the Wavecrest Road Water Line Project (CIP 9004) would be utilized for the proposed transfer. Construction on the water line is currently under way and ahead of schedule. In addition to the $75,000 proposed for transfer to the Main Street Bridge project, the Wavecrest Road project has an additional approximately $700,000 in uncommitted reserves.

**STRATEGIC ELEMENT:**
This action supports the *Infrastructure and Environment* and *Healthy Communities and Public Safety* Elements of the Strategic Plan.

**ENVIRONMENTAL REVIEW:**
The City previously determined that the Main Street Bridge Rehabilitation Project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, Class 1 – Existing Facilities, which applies to the repair and maintenance of existing public facilities involving negligible or no expansion of use. This administrative action will not change any aspect of the Project.

**BACKGROUND:**
The Main Street Bridge over Pilarcitos Creek was constructed in 1900 and is one of Half Moon Bay's most significant historic infrastructure assets. The bridge was listed in the National Register of Historic Places in 2014 at the local level of significance under National Register Criteria A, B, and C. Its period of significance extends from 1900, when the bridge was completed, through 1955, when construction of the State Route 1 bypass changed historic transportation patterns through the community.

The bridge is significant under Criterion A for its association with the development of Half Moon Bay and the surrounding Coastside and as an example of San Mateo County's efforts to expand transportation infrastructure in response to growth at the beginning of the twentieth century. It served as a key point of access into Half Moon Bay until construction of the Route 1 bypass in 1955.

Under Criterion B, the bridge is significant for its association with prominent local businessman and public official Joseph W. Debenedetti, who was a driving force behind its design and construction. The historic evaluation notes that Debenedetti worked with engineer and architect Curtis Tobey and County Surveyor Davenport Bromfield to adapt an earlier bridge design for the Pilarcitos Creek crossing. The Main Street Bridge became the first and largest of three similar reinforced concrete bridges constructed in San Mateo County around 1900-1901.

The bridge is also significant under Criterion C as a distinct, extremely rare, and early example of reinforced concrete bridge construction. Unlike more conventional reinforced concrete structures, the bridge incorporated tensioned braided steel and hemp cables extending through the concrete arch, along with threaded steel rods intended to place portions of the structure under compression. The Historic Resources Evaluation Report identifies the board-formed concrete filled arch, concrete wing walls, and embedded braided steel and hemp cables as character-defining features of the bridge. The structure has been only minimally altered since its original construction and retains a high degree of historic integrity.

The City has undertaken a phased rehabilitation of the bridge to preserve deteriorated historic elements while also addressing pedestrian accessibility. Work is scoped in consideration of the City's Main Street Bridge Preservation Act, an ordinance adopted in 2014 which prohibits the expansion or demolition of the bridge without majority voter approval, and preserves its historical, visual and physical integrity.

Phase 1 consists primarily of repair and restoration of deteriorated concrete and stucco along the bridge spandrel walls and roadway barriers. In 2026, the City entered into a $132,711 contract with ARG Conservation Services, Inc. to perform the specialized historic preservation work. The original contract included historic masonry repairs, mobilization, project management, insurance, and traffic control and required the work to comply with the Secretary of the Interior's Standards.

Phase 2 consists of replacement of the existing wood pedestrian walkways and railings on both sides of the bridge. A 2015 Accessibility Assessment prepared for the City by Brookie Architecture and Planning, Inc. identified several deficiencies in the existing pedestrian walkways, including excessive openings between walking-surface elements, uneven planks, changes in level, and other noncompliant conditions. In response to concerns raised by bridge advocates regarding the modification of the existing walkways in relation to the bridge's historical significance, the City also contracted with Forget Me Not History in 2025 to perform an evaluation of the proposed repair work for conformance with Secretary of the Interior's Standards.

**DISCUSSION:**

During Phase 1 construction, removal of loose and deteriorated surface material revealed concealed conditions that were substantially more extensive than could be identified through visual inspection prior to construction.

The original Phase 1 repair plans identified visible horizontal cracking in the concrete walls. During demolition, ARG discovered that portions of this cracking corresponded with historic steel cable embedded within the concrete. The cable was corroded and, in some locations, had deteriorated substantially. ARG determined that the cable appeared to be original to the construction of the bridge and that the condition had been concealed prior to demolition.

Because the embedded cable is specifically identified as a character-defining element of the historic structure, the City determined that the affected areas should be repaired in a manner that preserved the remaining cable while stabilizing the surrounding concrete.

The City authorized Change Order No. 1 in the amount of $24,103.94 to address these conditions. The additional work included deep concrete repair and patching, treatment of the exposed historic cable, installation of stainless-steel reinforcement, compressive-strength testing, and installation of vertically oriented 5/8-inch stainless-steel rods through the walls to provide additional stabilization.

As demolition and repair work progressed, additional deterioration and cracking were identified along the rolled concrete curbs adjacent to the east and west roadway walls. The City therefore authorized Change Order No. 2 in the amount of $16,848.58 to demolish, prepare, repair, and repaint these additional deteriorated areas. Repair work on the curbs also including setting stainless steel pins for structural reinforcement.

Together, the two Phase 1 construction change orders totaled $40,952.52.

Staff also determined after construction began that supplemental traffic control was warranted at the Stone Pine Road intersection. An additional flagger was added to improve traffic circulation and safety adjacent to the active construction work zone. The supplemental traffic-control services totaled approximately $9,000 beyond the traffic-control services included in the original Phase 1 contract. These additional Phase 1 costs reduced the funding available to complete the planned Phase 2 pedestrian improvements.

Phase 2 will replace the existing wood pedestrian decking and railings on both sides of the bridge. The City's accessibility assessment documented deficiencies in the existing walking surfaces, including openings greater than allowable dimensions, vertical irregularities, and numerous noncompliant changes in level. The 2025 Secretary of the Interiors compliance evaluation also confirmed replacement of the existing walkways and associated railings as indicated in project plans conforms to national historical rehabilitation standards.

Staff conducted an informal bid solicitation for the Phase 2 construction work, and Farallon Company was determined to be the lowest responsive and responsible bidder. Farallon also has substantial municipal public works and bridge construction experience and is well qualified to perform the work associated with this historic structure.

Farallon's current proposal is $67,150 and includes mobilization; demolition, removal, and off-haul of the existing pedestrian decking and railing; construction of new pedestrian decking and railing using City-furnished materials; traffic-control signage; safety fencing; and transportation of materials from the City Corporation Yard.

Following approval of the requested fund transfer, staff intends to finalize negotiations with Farallon regarding scope and price and proceed with execution of the Phase 2 construction contract under existing staff contracting authority.

Completion of Phase 2 will address documented accessibility deficiencies in the existing pedestrian walkways while completing another significant component of the City's ongoing rehabilitation and preservation of the historic Main Street Bridge.

**ATTACHMENTS:**

1. Resolution
2. 2025 Secretary of the Interiors Standards Conformance Evaluation
3. 2019 Historical Resources Evaluation Report

**RESOLUTION NO. C-2026-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY AUTHORIZING THE CITY MANAGER TO TRANSFER $75,000 FROM THE WAVECREST ROAD WATER LINE PROJECT (CIP 9004) TO THE MAIN STREET BRIDGE REHABILITATION PROJECT (CIP 1036)**

**WHEREAS,** the City of Half Moon Bay is implementing the Main Street Bridge Rehabilitation Project to preserve the historic bridge and improve pedestrian accessibility; and

**WHEREAS,** Phase 1 construction encountered concealed deterioration requiring additional historic concrete repair and stabilization work, resulting in two construction change orders totaling $40,952.52, as well as approximately $9,000 in supplemental traffic-control costs; and

**WHEREAS,** these additional Phase 1 costs reduced the funding available to complete Phase 2, which includes replacement of the existing wood pedestrian walkways and railings to address documented accessibility deficiencies; and

**WHEREAS,** an additional $75,000 transfer from uncommitted, available capital project funds will provide sufficient funding to complete Phase 2 construction and remaining project activities, including appropriate contingency for unforeseen conditions; and

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council of the City of Half Moon Bay hereby authorizes the City Manager to transfer $75,000 from the Wavecrest Road Water Line Project (CIP 9004) to the Main Street Bridge Rehabilitation Project (CIP 1036), increasing the total project budget from $300,000 to $375,000, and to make all necessary budget and accounting adjustments to implement this action.

**********

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 18th day of August 2026, by the City Council of Half Moon Bay by the following vote:

AYES, Councilmembers:
NOES, Councilmembers:
ABSENT, Councilmembers:
ABSTAIN, Councilmembers:

ATTEST:

_____
Maggie Rodriguez, City Clerk

APPROVED:

_____
Debbie Ruddock, Mayor

## Memorandum

| | |
|---|---|
| To: | Dale Leda, PE, Associate Engineer<br>City of Half Moon Bay |
| Project: | Main Street Bridge Maintenance Project Standards Conformance Review |
| Project No.: | 25003 |
| Date: | September 26, 2025 |
| Via: | Email |

At the request of the City of Half Moon Bay, Forget Me Not History completed this assessment of the proposed rehabilitation of the Main Street Bridge (also known as the Pilarcitos Creek Bridge), for conformance with the Secretary of the Interior's Standards for Rehabilitation. The bridge was constructed in 1900 over Pilarcitos Creek just north of the city's downtown area. In 2014, the bridge was listed in the National Register of Historic Places (National Register) at the local level of significance under Criteria A, B, and C. The period of significance begins in 1900 when the bridge was completed and ends in 1955 with the construction of the Route 1 bypass to the west. It was concurrently listed in the California Register of Historical Resources (California Register). Accordingly, the bridge is a historical resource for purposes of the California Environmental Quality Act (CEQA).

To prepare this assessment, Erica Schultz documented the bridge with photographs during a field survey completed in February 2025. Existing conditions photographs of the bridge are presented in Appendix A. Existing documentation on the bridge, including the 2014 National Register Registration Form (Appendix B)[1] and historic resource analysis prepared in 2021 for a previously proposed project at the bridge,[2] and drawings of the proposed project (Appendix C)[3] were reviewed.

The following memorandum provides a physical description of the bridge, a summary of its historic significance, an overview of the Secretary of the Interior's Standards for Rehabilitation, a summary of the proposed rehabilitation work at the bridge, and an assessment that the proposed project conforms with the Secretary of the Interior's Standards for Rehabilitation.

---

[1] David E. Eblovi, National Register of Historic Places Registration Form for Pilarcitos Creek Bridge (Main Street Bridge, CA 0035C-25), Half Moon Bay, San Mateo County, California, prepared in October 2013, listed in the National Register in April 2014, National Register Reference Number 14000110.

[2] Architectural Resources Group, "Historical Resources Evaluation Report: Main Street Bridge over Pilarcitos Creek Rehabilitation Project, Half Moon Bay, San Mateo County, Federal Project Number BHLS 5357 (010)," prepared for Caltrans, March 2021; Architectural Resources Group, "Finding of No Adverse Effect Without Standard Conditions: Main Street Bridge over Pilarcitos Creek Rehabilitation Project, Half Moon Bay, San Mateo County, Federal Project Number BHLS 5357 (010)," prepared for Caltrans, June 2021.

[3] City of Half Moon Bay, "Main Street Bridge Maintenance Project PH01," Job No. CIP No. 1036, drawing set dated September 12, 2025; ARG Conservation Services, "Main Street Bridge Repair," Project No. CS25033, drawing set dated September 2, 2025.

## QUALIFICATIONS

This assessment was completed by Principal Erica Schultz, who has twenty years of experience as an architectural historian and preservation planner specializing in archival research, historic resource evaluations, and CEQA, Section 106, and NEPA environmental compliance documents. Erica possesses extensive knowledge of California's history and built environment and local, state, and federal preservation standards, guidelines, and regulations. She has identified, evaluated, and interpreted a wide array of property types, including residential, commercial, and industrial buildings; railroads; bridges; water conveyance systems; and agricultural landscapes in San Francisco and throughout California. She has assessed numerous projects for impacts to historic resources and for conformance with the Secretary of the Interior's Standards for Historic Properties. Erica meets the U.S. Secretary of the Interior's Professional Qualification Standards for Architectural History.

## PHYSICAL DESCRIPTION

The following description of the Main Street Bridge has been excerpted from the National Register Registration Form.[4]The summary of alterations has been excerpted from the Historical Resources Evaluation Report prepared by Architectural Resources Group (ARG).[5]

> **Physical Description**
> Half Moon Bay's Pilarcitos Creek Bridge continues in largely unaltered form to carry northbound and southbound vehicle and pedestrian traffic, as well as a vital city water main that supplies the southern half of the entire town. The bridge, approximately 80 feet in span and with a deck width of 24.3 feet and a total width of 32.3 feet, is a closed spandrel concrete arch with steel reinforcement throughout. The reinforcement for the concrete is comprised of 1.5-inch-diameter braided steel and hemp cable that had been previously used and then retired by the California Street Cable Car Company.
>
> [B]ased on as-built drawings, as well as the minutes of the May 7, 1900 San Mateo County Supervisors meeting, the [foundation] has a total of sixty-six piles installed at each end. From the abutment rises the arch span, sixty feet in width at the creek bed and consisting of two spandrels and two internal ribs. Instead of the usual matrix of steel rebar laced throughout the concrete portions of the structure, cables extend from the base of each arch across the arch to the base on the other side of the bridge. Fourteen cables extend across the span, linking the tensioned cables running spanwise through the arch. Finally, at least eight threaded steel rods that pass crosswise through the spandrels and ribs of the bridge to place the structure under compression. At the attachment point of each rod there was an approximately eight-inch-square steel gusset plate that the rod passes through, and two large nuts, one to provide tension and the other acting as a jam nut.
>
> The spandrels of the bridge extend upward to act as the roadway barriers; each barrier has smooth concrete walls with a rounded cap and bollard at each end. Wood walkways with plain wood railings and metal bracket supports extend along the east and west sides of the bridge. An original curbing extends the entire span of the bridge on the inside shoulder of the roadbed.
>
> **Alterations**
> The Main Street Bridge has been minimally altered since its construction in 1900. The concrete barriers originally had unadorned smooth concrete walls with rounded corners. Between the

[4] Eblovi, National Register of Historic Places Registration Form for Pilarcitos Creek Bridge (Main Street Bridge, CA 0035C-25).
[5] Architectural Resources Group, "Historical Resources Evaluation Report: Main Street Bridge."

1920s and 1942, the concrete barriers were altered through the addition of rounded caps and bollards at each end. . . . It remains unknown precisely when the concrete barriers were altered within the twenty-year timespan. The update to the bridge is not recorded in historic newspaper articles, nor is it discussed in local histories of Half Moon Bay. By 1942, the western wood walkway supported by steel brackets was added to the west side of the bridge, and the dirt deck was paved. In 1991, the eastern wood walkway was added. Two contemporary streetlights have been installed at the north end of the bridge at an unknown date.

During the field survey completed in February 2025, it was noted that sections of the cement plaster coating on the concrete barriers are cracked, and there are several areas of loss in the underlying concrete. These areas of deterioration are most evident on the eastern concrete barrier.

## SUMMARY OF HISTORIC SIGNIFICANCE

The following statement of significance and period of significance of the Main Street Bridge have been excerpted from the National Register Registration Form.[6] For a detailed statement of significance, see Section 7 in the National Register Registration Form in Appendix B. The integrity assessment, period of significance, and list of character-defining features and historic fabric have been excerpted from the Historical Resources Evaluation Report prepared by ARG.[7]

**Statement of Significance**

*National Register Criterion A:* The Main Street Bridge is significant under Criterion A at the local level of significance because of its direct association with the development of the community of Half Moon Bay, as well as the coastal regions to the south of the town. It remains a classic example of the innovative and expansive approach to construction that San Mateo County took in an effort to meet the rapidly increasing demands on their transportation infrastructure at the dawn of the twentieth century.

*National Register Criterion B:* [The bridge] is eligible under Criterion B at the local level of significance because the driving force behind the design and construction of the bridge was notable resident and businessman/politician Joseph W. Debenedetti.

*National Register Criterion C:* The bridge is also eligible under Criterion C at the local level of significance as a distinct and extremely rare and early example of the use of prestressed reinforced concrete for spanning small to medium lengths, as designed by engineer and architect Curtis Tobey. The bridge is nominated under the Historic Highway Bridges of California Multiple Property Document as an eligible example of the Concrete Arch Bridge Type.

**Integrity Assessment**

The Main Street Bridge retains integrity of materials, workmanship, and design as it has been minimally altered since its construction in 1900. It retains its distinctive board-form concrete, filled arch and concrete wing-walls. The braided steel and hemp cables and threaded steel rods also remain embedded in the structure. The original smooth concrete barriers remain, although their design was altered with the application of the rounded caps and bollards between the 1920s and 1942. By 1942, the road deck was paved and the western walkway was added; the eastern walkway followed in 1991. None of these additions to the bridge, however, physically altered the solid massing of the concrete arch spanning Pilarcitos Creek. Sections of the

[6] Eblovi, National Register of Historic Places Registration Form for Pilarcitos Creek Bridge (Main Street Bridge, CA 0035C-25).
[7] Architectural Resources Group, "Historical Resources Evaluation Report: Main Street Bridge."

concrete have deteriorated as evident in cracks and spalling. However, this does not affect the overall appearance and design of the structure. The construction of adjacent buildings along Main Street ca. 1930 and in the 1990s have altered the setting; however, the addition of these buildings is compatible with Half Moon Bay's downtown area and the bridge's function to convey the community's main thoroughfare over the creek. Lastly, the bridge remains in its original location.

**Period of Significance**
The period of significance spans from 1900 to 1955, corresponding with the construction of the structure in 1900 and concluding with the completion of the Route 1 bypass in 1955. During this period, "the bridge served as the only point of access to the town from the north."[8]

**Character-Defining Features**
The board-form concrete, filled arch with concrete wing-walls and the braided steel and hemp cables embedded in the structure are character-defining features of the bridge. They date to the original construction of the bridge and support the structure's primary significance under Criterion C as an early experimentation with reinforced concrete. The majority of the remaining features were identified as historic fabric and contribute to the structure's significance under Criterion A for providing a key point of access to Half Moon Bay until 1955 and Criterion B for its association with local merchant Joseph W. Debenedetti.

*Character-defining Features*
- Board-form concrete, filled arch with concrete wing-walls
- Braided steel and hemp cables extending along the base of the arch

*Historic Fabric*
- Threaded steel rods placed crosswise above the arch and held in place with steel gusset plates
- Timber piles underneath each abutment
- Smooth concrete barriers
- Rounded caps and bollards applied to the concrete barriers
- Rounded concrete curbs along the interior face of the barriers
- Western wood walkway with wood railing and steel bracket supports
- Paved road deck

## SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION

The Secretary of the Interior's Standards for the Treatment of Historic Properties (Standards) were developed by the U.S. Department of the Interior to "to assist the long-term preservation of a property's significance through the preservation of historic materials and features."[9] The Standards provide guidance for the maintenance, repair, and replacement of historic materials and the design of compatible alterations or new additions to historic properties.

Properties listed in, or formally determined eligible for listing in, the National Register, California Register, or a local historic register qualify as historical resources under CEQA and must be addressed in the environmental review process. In general, a project that has been determined to conform with the

[8] Eblovi, National Register of Historic Places Registration Form for Pilarcitos Creek Bridge (Main Street Bridge, CA 0035C-25).
[9] National Park Service, "The Secretary of the Interior's Standards for Rehabilitation," Historic Preservation Tax Incentives, accessed July 2, 2025, https://www.nps.gov/subjects/taxincentives/secretarys-standards-rehabilitation.htm.

Secretary of the Interior's Standards can be considered a project that will not cause a significant impact on a historical resource.[10]

The Standards address four treatments of historic properties: preservation, rehabilitation, restoration, and reconstruction. The Standards for Rehabilitation, which are codified in 36 CFR 67 for regulatory use in the Federal Historic Preservation Tax Incentives program, address the most prevailing treatment. Rehabilitation is defined as "the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values."[11] The ten Standards for Rehabilitation are:

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.

2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.

3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties will not be undertaken.

4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.

5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.

6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.

7. Chemicals or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

8. Archaeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

---

[10] California Office of Historic Preservation, "California Environmental Quality Act (CEQA) and Historical Resources," Technical Assistance Series #1, 2001, https://ohp.parks.ca.gov/pages/1054/files/ts01ca.pdf.
[11] National Park Service, "The Secretary of the Interior's Standards for Rehabilitation."

## PROJECT DESCRIPTION

The proposed project includes the replacement of the existing walkways on both the east and west sides of the Main Street Bridge to correct California Building Code and accessibility compliance issues and the repair of the concrete and cement plaster surfaces of the concrete barriers. No work is being proposed below the deck level or on the existing bridge super structure, sub-struction, or surrounding areas.

**Replacement of Existing Walkways**

The existing pressure treated wood decking will be removed and replaced with solid wood decking generally matching the shape and sizing of the existing deck boards. The new wood guardrails will replace the existing plain 3/4 rail design with a slightly taller 4-rail and cap design. New wood rails will be painted to match the existing rails. New hardware and joist blocking below the deck will provide improved lateral restraint. The existing joints, ledger board, and steel support struts will remain.

**Repair of Concrete Barriers**

The existing concrete surfaces of the barriers will be stabilized and rehabilitated following plans and specifications prepared by ARG Conservation Services. Prior to the repair work, all concrete and cement plaster surfaces will be cleaned with a hot water rinse, and biological growth will be removed using a cleaner specified by ARG Conservation Services. Mock-ups of the concrete repair and new cement plaster will be reviewed and approved by the City of Half Moon Bay. The plaque on the east side of the eastern concrete barrier will be removed, treated with a protective hot wax coating, and securely stored. The concrete and cement plaster will be repaired as follows:

- Failed or loose plaster will be inspected for loose material and removed.
- At areas of delamination, the edges of the affected area will be saw cut before loose plaster is removed.
- At areas of major damage and spalling, deep losses in the concrete will be patched with a mortar specified by ARG Conservation Services.
- Cracks in the concrete will be repaired with grout.

Following the repair work, a final cleaning of the surfaces with a warm water rinse will be completed. Previously painted surfaces will be primed and painted to match the existing paint coating. The plaque will be affixed in the same location.

## PROJECT ASSESSMENT

The following analysis evaluates the Main Street Bridge Maintenance Project for conformance with the Secretary of the Interior's Standards for Rehabilitation. It updates the analysis prepared by ARG for a previously proposed project at the bridge in 2021.[12]

**Standard 1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.**

Since its construction in 1900, the Main Street Bridge has served as a point of crossing across Pilarcitos Creek in Half Moon Bay. Following completion of the project, the Main Street Bridge would continue to be used as a two-lane vehicular bridge spanning the creek. The vehicular capacity across the bridge would remain the same as current vehicle loads. The bridge would continue to convey pedestrians across the creek on walkways along both sides of the structure. As such, the structure would continue to be used as it was historically.

[12] Architectural Resources Group, "Finding of No Adverse Effect Without Standard Conditions: Main Street Bridge over Pilarcitos Creek Rehabilitation Project."

The proposed project is in conformance with this Standard.

**Standard 2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.**

The project would retain the character-defining features of the Main Street Bridge (board-form concrete filled arch with concrete wingwalls and spandrel walls and braided steel and hemp cables embedded in the arch). These features date to the original construction of the bridge and support the structure's primary significance under Criterion C as an early experimentation with reinforced concrete.

The sections of the cement plaster coating that are cracked, loose, or failing and the areas of loss in the exposed concrete would be repaired in-kind, leaving the majority of the historic concrete material intact. The concrete barriers were identified as historic fabric and contribute to the structure's significance under Criterion A for providing a key point of access to Half Moon Bay until 1955 and Criterion B for its association with local merchant Joseph W. Debenedetti.

Likewise, the western walkway is categorized as historic fabric, while the eastern walkway is neither categorized as a character-defining feature or historic fabric of the bridge. The walkways would be replaced with walkways with a similar design and width that retain the spatial relationship of these features and the bridge. The posts and railing would reflect the existing spacing, rhythm, and overall character of the existing railway. The wood rails would be painted to match the existing rails.

Thus, the removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize the historic bridge would be avoided. The structure would still be readily recognized as the Main Street Bridge and continue to convey its historical significance.

The proposed project is in conformance with this Standard.

**Standard 3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties will not be undertaken.**

The proposed alterations to the Main Street Bridge would not create a false sense of historical development. The western walkway was added to the bridge toward the end of the period of significance, and the eastern walkway, although constructed after the period of significance, have been in use for three decades. The walkways would be rebuilt with a similar design and material. The repair of the concrete and cement plaster coating on the concrete barriers will be completed with in-kind material and painted to match. Conjectural features or elements from other historic properties would not be undertaken.

The proposed project is in conformance with this Standard.

**Standard 4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.**

The bridge has been minimally altered following the end of the period of significance in 1955. The addition of the eastern walkway in 1991 is the most prominent alteration. This walkway is not categorized as a character-defining feature or historic fabric of the bridge, nor has it acquired historic significance in its own right.

The proposed project is in conformance with this Standard.

**Standard 5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.**

The project would retain the character-defining board-formed arch, as well as the braided steel and hemp cables and concrete wing and spandrel walls, of the Main Street Bridge. As described under Rehabilitation Standard 2, the project has been designed to minimize the physical impact to the concrete barriers, and the majority of the original materials, features, finishes, construction techniques, and examples of craftsmanship that characterize the bridge would remain.

The proposed project is in conformance with this Standard.

**Standard 6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.**

As described under Rehabilitation Standard 2, the concrete barriers would be repaired rather than replaced. The repair work would match the existing design, color, texture, and material. The western walkway, which is categorized as historic fabric, would be replaced with a similar design and material. No missing features of the bridge would be replicated.

The proposed project is in conformance with this Standard.

**Standard 7. Chemicals or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.**

No treatments that would cause damage to historic materials of the bridge are proposed.

The proposed project is in conformance with this Standard.

**Standard 8. Archaeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.**

The proposed project does not entail ground disturbance that would impact archaeological resources at the bridge.

The proposed project is in conformance with this Standard.

**Standard 9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.**

As described under Rehabilitation Standard 2, the project includes the rehabilitation the bridge through the careful repair of the concrete barriers. The board-formed concrete arch, wingwalls, and spandrel walls would not be altered. The replacement wood walkways would feature regularly spaced, horizontal

rails and would be a similar height and scale. Thus, the repair of the concrete barriers and the replacement of the walkways would be compatible with the existing historic fabric of the bridge.

The proposed project is in conformance with this Standard.

**Standard 10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.**

Overall, the project would not significantly impair the Main Street Bridge if components are removed in the future. As described previously, the project would retain the character-defining features, particularly the board-formed concrete arch, wingwalls, and spandrel walls. The replacement walkways would not alter the underlying concrete of the bridge. Thus, the essential form and integrity of the bridge would remain if these walkways are removed.

The proposed project is in conformance with this Standard.

## CONCLUSION

Based on the analysis above, the proposed rehabilitation of the Main Street Bridge conforms with the Secretary of the Interior's Standards for Rehabilitation. The historic bridge would retain integrity and remain eligible for listing in the National Register and California Register.

Appendix A. Existing Conditions Photographs

## BRIDGE OVERVIEW



Main Street Bridge, view northeast (February 2025).



Main Street Bridge, view northeast (February 2025).



Main Street Bridge, view south (February 2025).

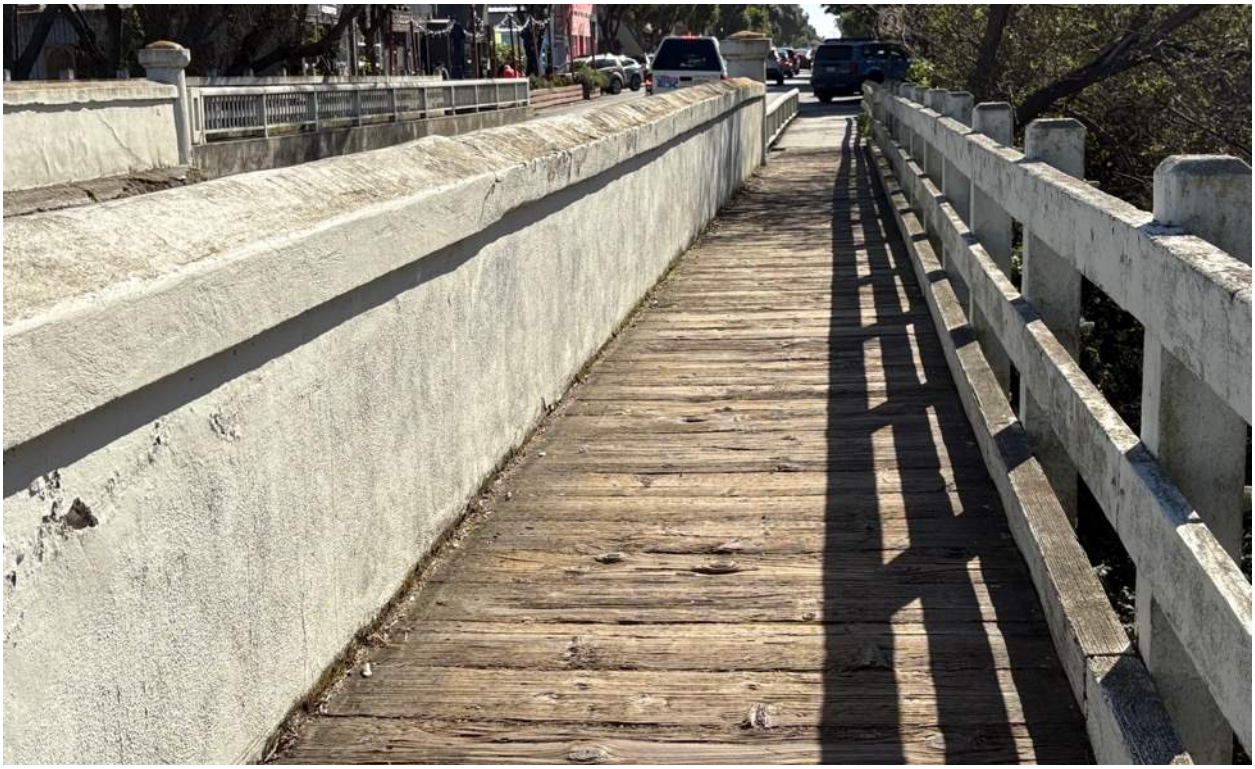


Main Street Bridge, view south (February 2025).

## WESTERN CONCRETE BARRIER AND WALKWAY




Main Street Bridge, western concrete barrier, west side, view north (February 2025).



Main Street Bridge, western concrete barrier, west side, view south (February 2025).



Main Street Bridge, western concrete barrier, east side, view southwest (February 2025).



Main Street Bridge, western concrete barrier, east side, view northwest (February 2025).



Main Street Bridge, western concrete barrier, east side, view southwest (February 2025).



Main Street Bridge, western walkway, view north (February 2025).




Main Street Bridge, western walkway, view north (February 2025).

## EASTERN CONCRETE BARRIER AND WALKWAY



Main Street Bridge, eastern concrete barrier, east side, view southwest (February 2025).



Main Street Bridge, eastern concrete barrier, east side, view southwest (February 2025).



Main Street Bridge, eastern concrete barrier, east side, view northwest (February 2025).



Main Street Bridge, eastern concrete barrier, west side, view northeast (February 2025).




Main Street Bridge, eastern concrete barrier, west side, view east (February 2025).



Main Street Bridge, eastern concrete barrier, west side, view east (February 2025).



Main Street Bridge, eastern walkway, view south (February 2025).



Main Street Bridge, eastern walkway, view southeast (February 2025).

Appendix B. National Register of Historic Places Registration Form

NPS Form 10-900
OMB No. 1024-0018

**United States Department of the Interior**
National Park Service

# National Register of Historic Places Registration Form

110

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in National Register Bulletin, *How to Complete the National Register of Historic Places Registration Form.* If any item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions.

RECEIVED 2280
FEB 20 2014
NAT. REGISTER OF HISTORIC PLACES
NATIONAL PARK SERVICE

## 1. Name of Property

Historic name: Pilarcitos Creek Bridge
Other names/site number: Main Street Bridge; CA 0035C-25
Name of related multiple property listing:
Historic Highway Bridges of California MPD
(Enter "N/A" if property is not part of a multiple property listing)

## 2. Location

Street & number: Main Street, spanning Pilarcitos Creek
City or town: Half Moon Bay State: CA County: San Mateo
Not For Publication: ☐ Vicinity: ☐

## 3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act, as amended,

I hereby certify that this _x_ nomination ___ request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60.

In my opinion, the property _x_ meets ___ does not meet the National Register Criteria. I recommend that this property be considered significant at the following level(s) of significance:

**___national ___statewide _x_local**

Applicable National Register Criteria:

**_x_A _x_B _x_C ___D**

Deputy State Historic Preservation Officer 2/18/14

**Signature of certifying official/Title:** **Date**

California Office of Historic Preservation

**State or Federal agency/bureau or Tribal Government**

Pilarcitos Creek Bridge
Name of Property

San Mateo, CA
County and State

In my opinion, the property ___ meets ___ does not meet the National Register criteria.

**Signature of commenting official:** **Date**

**Title :** **State or Federal agency/bureau or Tribal Government**

## 4. National Park Service Certification

I hereby certify that this property is:

✓ entered in the National Register
___ determined eligible for the National Register
___ determined not eligible for the National Register
___ removed from the National Register
___ other (explain:) _____

for Edson N. Beall 4.7.14

Signature of the Keeper Date of Action

## 5. Classification

**Ownership of Property**

(Check as many boxes as apply.)

Private: ☐
Public – Local ☒
Public – State ☐
Public – Federal ☐

**Category of Property**
(Check only **one** box.)

| | |
|---|---|
| Building(s) | ☐ |
| District | ☐ |
| Site | ☐ |
| Structure | ☒ |
| Object | ☐ |

**Number of Resources within Property**
(Do not include previously listed resources in the count)

| Contributing | Noncontributing | |
|---|---|---|
| | | buildings |
| | | sites |
| 1 | 0 | structures |
| | | objects |
| 1 | 0 | Total |

Number of contributing resources previously listed in the National Register 0

**6. Function or Use**
**Historic Functions**
(Enter categories from instructions.)
Transportation/Bridge

**Current Functions**
(Enter categories from instructions.)
Transportation/Bridge

## 7. Description

**Architectural Classification**
(Enter categories from instructions.)
other: Reinforced Concrete Arch Bridge

**Materials:** (enter categories from instructions.)
Principal exterior materials of the property:
foundation: Concrete
walls: Concrete
other, (Bridge Surface): Asphalt
other, (Pedestrian Walkways): Wood

**Narrative Description**
(Describe the historic and current physical appearance and condition of the property. Describe contributing and noncontributing resources if applicable. Begin with **a summary paragraph** that briefly describes the general characteristics of the property, such as its location, type, style, method of construction, setting, size, and significant features. Indicate whether the property has historic integrity.)

### Summary Paragraph

Half Moon Bay's Pilarcitos Creek Bridge, also known as the Main Street Bridge, was built in early 1900 across Pilarcitos Creek, adjacent to Zaballa House and SpanishTown. It was the first concrete bridge built in San Mateo County, and remains possibly the oldest prestressed concrete bridge in the world. It is also the second oldest surviving example of a steel reinforced concrete arch bridge in California. Approximately 80 feet long, and with a useful width of 24.3 feet, the bridge retains a high degree of historic integrity as it is fundamentally unaltered from its original construction.

### Narrative Description

113 years after it was opened, Half Moon Bay's Pilarcitos Creek Bridge continues in largely unaltered form to carry northbound and southbound vehicle and pedestrian traffic, as well as a vital city water main that supplies the southern half of the entire town. The bridge, approximately 80 feet in span and with a deck width of 24.3 feet and a total width of 32.3, feet is a closed spandrel concrete arch with steel reinforcement throughout. In an odd and highly innovative design feature the reinforcement for the concrete throughout the bridge is not the typical

steel rebar passively set into the concrete, but is instead comprised of 1.5" braided steel and hemp cable that had been previously used and then retired by the California Street Cable Car Company.

Some of the actual design and as-built drawings of the bridge have been found, as have several drawings for two additional bridges that were simultaneously built in San Mateo County by the same designers. Thus there is a wealth of relevant archival information detailing the design and construction of the bridge.

Curtis Tobey's first attempt at a prestressed concrete arch bridge, also designed for San Mateo County, was approved by the Board of Supervisors on September 6, 1898; but that bridge (the Bear Gulch Bridge) would not be started or completed until after the Pilarcitos Creek Bridge was already finished. The Bear Gulch Bridge is nearly identical in every way to the Pilarcitos Creek Bridge, with the only significant difference being the length and size of the span and arch. (It is a much smaller bridge.) But instead of being built in early 1899, the Bear Gulch Bridge Project languished after the contractor responsible for building the bridge declared that the "specifications were defective to such an extent that structure if built thereto would be utterly worthless."

While the County waffled on the Bear Gulch Bridge, Half Moon Bay businessman and County Supervisor Joseph Debenedetti reached out to Tobey, and together with County Surveyor Davenport Bromfield modified the Bear Gulch design to work over the Pilarcitos Creek in Half Moon Bay. The Board of Supervisors in San Mateo County approved the plans on December 18, 1899, listing Tobey as the architect and Bromfield as the engineer. In total three bridges of nearly identical design would be completed in the County in 1900-1901, the first and by far the largest of which was the Pilarcitos Creek Bridge, the second of which was the El Cerrito or San Mateo Creek Bridge (Second Crossing), and the last of which was the Bear Gulch Bridge.

The foundation of the Pilarcitos Creek Bridge was originally drawn with 32 timber piles on each end, each of which was to be 30 feet long. But based upon the as-built drawings that remain, as well as the minutes of the May 07, 1900 San Mateo County Supervisors meeting, the plan was changed, with a total of 66 piles being used on each end, and an additional 95 yards of concrete added to the foundations of the bridge as well. From the abutment rose the sectioned-circle arch span, 60 feet in width at the creekbed, and consisting of two spandrels and two internal ribs. Instead of the usual matrix of steel rebar laced throughout the concrete portions of the structure, there were tensioned cables running from the base of each arch across the arch to the base on the other side of the bridge. There were also 14 cables that ran across the span, linking the tensioned cables running spanwise through the arch. Finally there were at least eight threaded steel rods that pass crosswise through the spandrels and ribs of the bridge in an additional attempt to place the structure under compression. At the attachment point of each rod there was an approximately 8"x 8" steel gusset plate that the rod passes through, and two large nuts, one to provide tension and the other acting as a jam nut. (See Photograph 7) Tobey's own drawings from the nearly identical Bear Gulch Bridge and the two San Mateo Creek Bridges label the arch-spanning

cables as "tensioned cable," thereby clearly illustrating his intent to prestress the cables and thence the structure. (Tobey credits this design in a 1947 article written by him for *Architect and Engineer* magazine to his observation of a wax candle and a "child's short stick of popular rock candy. In unsuccessful attempts to break the candle and the stick of candy I found that the wick embedded in the candle and the string in the stick of candy acted in tension to resist breakage, while the wax and candy reacted to compression, crushing under the breaking stress." )

The spandrels of the bridge extend upwards to act as the protective rails for the roadbed, and each concrete railing is adorned at each end by a simple bollard. There is also an original curbing running the entire span of the bridge on the inside shoulder of the roadbed.

In addition to the roadway contained within the concrete confines of the bridge, a wooden walkway was mounted to the west side of the bridge during the interwar period using steel brackets. The same riveted steel beams that support the western walkway also support a 10" water main that is attached to the underside of the supports. This main supplies the entire town south of the bridge with water.

The Pilarcitos Creek Bridge provided the only access to the downtown section of Half Moon Bay and points south until the construction of the Route 1 bypass, which opened in August of 1955. In 1991, between the 1986 and 1993 Caltrans survey of historical bridges, an additional walkway was added to the east side of the structure. Substantially similar to the original western walkway, it remains one of only two non-period adornments on the bridge, the other being two streetlights at the northern end of the bridge.

Today the Pilarcitos Creek Bridge is nearly identical to photographs taken in the early 1900's and throughout the past century. The topside bollards and deck look fairly identical; albeit with the scars of 113 years of road travel decorating their surfaces. With the exception of the eastern walkway, the integrity of the bridge itself is remarkably intact, as are its original dimensions if the eastern walkway is excluded. (It should be noted that both walkways could be removed as neither is a structural adornment to the exterior of the actual physical structure of the bridge.)

The 2003 Caltrans historic bridges survey accurately noted that local businesses, especially on the north side of the bridge, have slightly diminished the integrity of the original location and setting, although the creekbed lies virtually untouched in the 100 yards upstream or downstream from the bridge. The downtown area immediately south of the bridge also remains largely untouched by modern progress.

The overall feeling and association of the bridge, both with the local community and with peregrinating travelers is roughly the same as it has been since the bridge was built: A gateway to a more prosaic and reflective existence. Nearly every photo taken of Main Street over the past 100 years has the bridge either front and center or otherwise present, making it a highly relevant and associated part of Half Moon Bay's overall historical narrative.

Overall, and as noted previously by Caltrans, the Pilarcitos Creek Bridge has maintained an extraordinarily high degree of integrity of location, design, setting, materials, workmanship, feeling, and association. Nearly all structural components are original, and the bridge retains its original dimensions, location, and context for the community of Half Moon Bay.

## 8. Statement of Significance

**Applicable National Register Criteria**
(Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing.)

- [x] A. Property is associated with events that have made a significant contribution to the broad patterns of our history.
- [x] B. Property is associated with the lives of persons significant in our past.
- [x] C. Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- [ ] D. Property has yielded, or is likely to yield, information important in prehistory or history.

**Criteria Considerations**
(Mark "x" in all the boxes that apply.)

- [ ] A. Owned by a religious institution or used for religious purposes
- [ ] B. Removed from its original location
- [ ] C. A birthplace or grave
- [ ] D. A cemetery
- [ ] E. A reconstructed building, object, or structure
- [ ] F. A commemorative property
- [ ] G. Less than 50 years old or achieving significance within the past 50 years

Pilarcitos Creek Bridge
Name of Property

San Mateo, CA
County and State

**Areas of Significance**
(Enter categories from instructions.)
Architecture
Transportation
Community Planning and Development

**Period of Significance**
1900-1955

**Significant Dates**
August 7, 1900

**Significant Person**
(Complete only if Criterion B is marked above.)
Debenedetti, Joseph W.

**Cultural Affiliation**

**Architect/Builder**
Tobey, Curtis (Architect and Engineer)
Bromfield, Davenport (County Surveyor and Engineer)
Mattingly, R.C. (Builder)
Heafey, W (Builder)

**Statement of Significance Summary Paragraph** (Provide a summary paragraph that includes level of significance, applicable criteria, justification for the period of significance, and any applicable criteria considerations.)

**Summary Paragraph**

The bridge known variously as the Pilarcitos Creek Bridge and the Main Street Bridge is significant under Criterion A at the local level of significance because of its direct association with the development of the community of Half Moon Bay, as well as the coastal regions to the south of the town, and it remains a classic example of the innovative and expansive approach to construction that San Mateo County took in an effort to meet the rapidly increasing demands on

their transportation infrastructure at the dawn of the 20th century. It is eligible under Criterion B at the local level of significance because the driving force behind the design and construction of the bridge was notable resident and immigrant/businessman/politician Joseph W. Debenedetti. The bridge is also eligible under Criterion C at the local level of significance as a distinct and extremely rare and early example of the use of prestressed reinforced concrete for spanning small to medium lengths, as designed by engineer and architect Curtis Tobey. The bridge is nominated under the Historic Highway Bridges of California Multiple Property Document as an eligible example of the Concrete Arch Bridge Type. (Pages F-3 and F-4 of the MPD) The period of significance is from 1900-1955, during which the bridge served as the only point of access to the town from the north.

**Narrative Statement of Significance** (Provide at least **one** paragraph for each area of significance.)

**Criterion A: Development of Half Moon Bay and the Peninsula Coast**

The often overlooked Pilarcitos Creek Bridge in Half Moon Bay has been integral to the town of Half Moon Bay since it was built in 1900, safely depositing pedestrian and vehicle traffic across the stream and into the heart of the small but thriving downtown commercial center for the last 113 years.

Prior to the year 1900, individuals travelling south along the peninsula coast were forced to cross a small rickety wooden bridge that spanned Pilarcitos Creek just to the north of SpanishTown, or San Benito as the town was originally known. In the words of B.A. Griffith, recollecting the small pre-1900 bridge, "Imagine a steep pitch down to the bridge, which was not very high above the water of Pilarcitos Creek, then another steep climb to the level of the street beyond..."

Thus as the new century of the automobile was dawning in America, the little town of Half Moon Bay was serviced by a single wooden trestle bridge, over which automobile traffic was virtually impossible. In addition to the restrictions this bridge placed upon Half Moon Bay, it also severely restricted travel down the coast towards Pescadero and Santa Cruz County.

Over the next 100 years, and in particular during the relevant period 1900-1955, Half Moon Bay became the gateway for millions of vacationing tourists, travelers, and San Mateo County residents as they enjoyed the beaches, the town, and points south, all of which were now accessible thanks to the new Pilarcitos Creek Bridge. The bridge was the forerunner of what would be an explosion of bridge building in the County, each one of which served to foster and grow the nascent state highway system.

The construction of the Pilarcitos Creek Bridge, in conjunction with other bridges spurred by the development of the roadways, would serve the rapidly growing eastern shore of the San Francisco Peninsula, allowing families living there to travel to the coast in relatively quick and

safe fashion, and beginning a tradition of weekend traffic-jams that continues to this day- created by the many thousands of visitors that come to the community and the coast each year.

It is without question that the precarious nature of this bridge and the crossing prior to 1900 was obvious, and while it isn't possible to know what would have happened if the bridge hadn't been built, it remains safe to say that the explosive growth of the peninsula and coastside would not have happened without the Pilarcitos Creek Bridge leading the way.

**Criterion B: The Individual Significance of Joseph W. Debenedetti**

Enter Joseph W. Debenedetti, who as it turns out was the right person in the right place, and at the right time.

Joseph Debenedetti left Italy for the United States sometime around 1870, eventually finding his way to Half Moon Bay, where he would live for the rest of his life. He built his first property at 711 Main Street and lived there until after the turn of the century. Debenedetti, like local contemporaries Manuel Cunha and Angelo Boitano, found great success in his adopted new home, becoming a prosperous local businessman and investor, and personally driving much of the growth of the small community during the final 25 years of the 19th century. By the end of the 19th century Debenedetti had risen in prominence both locally and in the County of San Mateo, a fact made clear by his election to the County Board of Supervisors in the late 1890's. It was in this dual role, as businessman and County Supervisor, that Debenedetti would leave his most lasting mark on Half Moon Bay and on the entire peninsula south of San Francisco.

While Debenedetti's original home at 711 Main Street remains standing, as does 400-416 Main Street, which was built in 1906, it is the modest yet ambitious bridge over Pilarcitos Creek that he sponsored and fostered into existence in 1900 that will remain as his everlasting legacy.

By the late 1890s, and in the face of a clear need for modern and easily constructed crossings, at least one bridge had already been designed for San Mateo County by local San Francisco Engineer Curtis Tobey and San Mateo County Surveyor Davenport Bromfield, and a contract had been let for its construction. Yet it wasn't built. Instead the contract was cancelled when the contractor declared that the "specifications were defective to such an extent that structure if built thereto would be utterly worthless."

It is hard to imagine today a scenario that would have a contractor dictating to an engineering firm, or a county government acquiescing to such brash behavior, nonetheless this resistance was what Tobey, Debenedetti and Bromfield faced when they collaborated on a different bridge for the County, this time in Half Moon Bay. Whether through his business acumen, his presence, or his political prowess, Debenedetti managed to join the disparate parties, and in so doing to construct a unique monument that would prove to be the antithesis of "utterly worthless" for more than 113 years.

The October 8, 1900 issue of *The San Francisco Call* sums up both the significance of Debenedetti, and the profound effect the bridge would have on the local economy. Underneath a prominent photograph on the front page of the paper that depicted the new bridge, was a short narrative, which included the following: "To Supervisor Joseph Debenedetti is due the credit of having secured for the city the splendid structure which is not only an ornament, but fills a long felt neceasity." (*sic*)

As fate would have it Debenedetti and the bridge would have a further association, this one created after the devastating 1906 San Francisco Earthquake. The disaster destroyed Debenedetti's original wood frame Market on Main Street, and after the quake Debenedetti took notice of the fact that the reinforced concrete bridge remained standing and fundamentally unharmed by the temblor. The resultant of this observation was his decision to build the replacement market out of concrete instead of out of wood. In fact he was so enamored with the bridge that he chose to use the leftover concrete materials that had been used in the manufacturing of the bridge itself. Thus the Debenedetti Building and the Pilarcitos Creek Bridge share a common history, common foundation and materials, and a common and very human component, without which neither would have come into existence.

Additional evidence of Debenedetti's involvement with both the bridge and the concrete it was built with is the fact that it is still possible today to walk down Main Street in Half Moon Bay and find concrete sidewalks of unknown vintage that have the seal of "Debenedetti Concrete" clearly present.

Whether through dumb luck, or the availability of local materials, or an impromptu ride on a cable car, or otherwise sheer brilliance, Curtis Tobey and, to a lesser extent, Davenport Bromfield, exerted an influence on their community, and on their time, that in hindsight was far in excess of that given by their peers. Yet the genesis of the project, and the future benefits it would provide must remain on Joseph W. Debenedetti's shoulders, as he was the glue that brought the operation together, the politician that rallied the County behind the project, and the visionary businessman that recognized, and then acted, upon the critical need for such a bridge in such a place.

All three of these individual men impacted San Mateo County in immeasurable ways, and the resultant of their work was so far before its time that it is hard to comprehend or evaluate how they were able to achieve such brilliance in such a short period of time.

**Criterion C: Distinct Characteristics of Type and Design**

It is very likely that the Pilarcitos Creek Bridge was the first successful prestressed concrete structure built by anyone on earth. Prestressed concrete remains one of the most important and significant advances in building materials and design in history, revolutionizing the post-WWII

era and changing the urban landscape forever. Without the invention and further development of prestressed concrete the world as we know it quite literally would not exist. While the method of prestressing used in the Pilarcitos Creek Bridge is very primitive, it nonetheless shows a clear knowledge and understanding of the mechanical benefits that prestressing concrete can provide.

Despite its ubiquity and presence in today's world, prestressed concrete was not functionally or widely used prior to the mid to late 1940's. The first patent for prestressed concrete was issued to an American named P.H. Jackson in 1888, although his patent was for prestressed concrete pavement and not for a complex arch bridge. The first patent for structurally useful prestressing would be issued in 1928, when French engineer and scientist Eugene Fryessinet coalesced his experiences into a coherent design paradigm. Yet, and despite continued advances, prestressing concrete would not see widespread use in Europe until after WWII, and in the United States it is commonly accepted that the first prestressed concrete structure ever constructed anywhere in the country was the Walnut Lane Memorial Bridge in Philadelphia.

The Pilarcitos Creek Bridge was, like much of America, far ahead of its time. In fact it was so far ahead that the engineering marvel that Curtis Tobey and Davenport Bromfield designed and built wouldn't be replicated in the United States until after the dawn of the atomic age 50 years later.

Typical reinforced concrete designs from the period were made by building a matrix of steel latticework out of steel rebar. The concrete was then poured over and around the steel, forming a mutually beneficial bond as the concrete would chemically and physically adhere to the surface of the steel, thereby greatly enhancing the structural capabilities of the concrete structure. Yet simple reinforced concrete has significant limitations, not least of which are the structurally defining, unyielding, and inflexible characteristics of the solid steel and the solid concrete.

When used in a bridge like the Pilarcitos Creek Bridge the primary force acting on the bridge is one of compression, which is provided by gravity and the overall weight of the structure itself, and when simple reinforced concrete is used the only way for the bridge to inexorably go is down. Tobey and Bromfield obviously figured this out for themselves, and as a result contrived and implemented a very early solution to what is now known in the modern world as prestressed concrete.

Prestressing concrete is a technique that greatly increases the strength and longevity of load bearing concrete structures by using the tension within the steel reinforcement to distribute more of the compressive forces that the structure experiences. Despite the fact that the concept of prestressed concrete was patented in 1888, it has usually been offered that it wasn't practically used in the U.S. until the early 1950s, when the Walnut Lane Memorial Bridge would be erected in Pennsylvania. The reasons for this long gestation period are simple: Despite the obvious advantages in longevity and strength that a prestressed structure would have, the necessary materials for creating the tensioned steel were not yet in existence. Or so everyone except Curtis Tobey seemed to think.

In a modern prestressed structure, the reinforcing steel in the bottom part of the beams, which will be subjected to tensile forces when in service, is placed in tension before the concrete is poured around it. Once the concrete has hardened, the tension on the reinforcing steel is released, placing a built-in compressive force on the structure. When loads are applied to the structure, the reinforcing steel takes on more stress than it would otherwise, and the tensile stresses in the concrete itself are reduced. An added benefit of prestressing concrete is that since the concrete is always under compression it is less subject to cracking and failure.

To understand why the design of the Pilarcitos Creek Bridge remains relevant, despite being a very distant relation to the modern day interpretation of prestressing, it is useful to look at a contemporaneous analog. Imagine for a moment if someone were to assert that the Wright Brother's 1903 Flyer was not an airplane, solely because when placed against modern day equivalents it had none of the modern day features that an airplane is supposed to have. As one example: The Flyer had no ailerons, but instead had what was, for its time, an ingenious method of warping the wings in a practical, if highly inefficient and somewhat ineffective way. Would such a scheme be used on an airplane designed and built within the last 80 years? Absolutely not. Was the method effective? Not particularly, although it did provide at least rudimentary control over the roll axis of the airplane. But did the method show the intent and knowledge of its designers in addressing the fundamental technical challenges pertaining to controlling an aircraft in three dimensions? Absolutely.

Thus the Wright Flyer is immensely significant as the first successful precursor to the modern airplane as we know it today, even though many of its technical solutions were primitive and are unrecognizable in the modern solution to the problem of heavier-than-air flight. The technology of the Pilarcitos Creek Bridge is similarly significant as it is one of the only, if not the only, remaining examples of early attempts at prestressing concrete structures.

A quick review of the known facts relevant to the bridge validates the veracity of the previous paragraphs as follows:

1. The drawings associated with the bridge specifically show "Tension(ed) Cable," and there is a cable artifact present today that confirms the presence of Hallidie cable in the bridge. (The architect also confirmed the presence of the tensioned cable in a 1947 article referenced in the Nomination.)

2. It isn't disputed that the bridge contains braided high tensile-strength steel and hemp Hallidie cables, and this fact, when combined with the documentary evidence available, shows that these cables were anchored to the abutments and placed under tension across the length of the arch-rings *before the concrete was poured around them*. The method of providing tension is unknown, as is the overall efficacy and impact the design had on the longevity of the structure. Nonetheless the historical record and *all available evidence*

show that it is an indisputable fact that the bridge was built with pretensioned steel and hemp cables placed throughout the concrete structure.

3. As tension is a form of stress, and as the underlying reinforcement for the bridge was placed under tension prior to the pouring of concrete, it is clearly inarguable that the bridge must be, in whatever primitive form, a prestressed and reinforced concrete structure.

As a result, the Pilarcitos Creek Bridge, like the Wright Flyer that followed three years later, is representative of some of our first and finest technological baby-steps taken at the dawn of the last century. The fact that the form and implementation of the prestressing doesn't meet modern definitions of that technique does not in any way disqualify the genius in the design from recognition, nor does it mitigate the fact that the architect of the bridge clearly understood the physical principles and benefits of prestressing in a way that was more advanced than his peers.

Additional proof of Tobey's advanced design can be found in the numerous Patents and Patent applications that were filed in the 10-year period after the bridge was built, all of which describe some form of introducing tension and stress into the reinforcement of concrete arch bridges. One method that is representative of the crude attempts by designers to duplicate Tobey's innovation involved placing two long iron bars that would be flexed across the arch ring, from the crown all the way to each abutment. At the crown the bars would be placed in a sleeve that could be bolted around them to provide and hold the tension while the concrete was poured around the steel. (It is not known whether this method was ever used to actually construct a bridge.)

By 1900 San Francisco was a booming industrial metropolitan center, one that also happened to be very hilly, and over the previous 25 years an ingenious method of public transportation had been contrived as a result. The steep hills made for an interesting challenge, which was solved by the construction of several independent cable car lines, one of which was started by Leland Stanford and was known as the California Street Cable Railroad. One outgrowth of the engineering feat of the cable car system was the provision for the manufacture of very long high tensile strength braided steel cables. Andrew Hallidie is widely credited with adapting and evolving braided cable or wire rope into the formula used by Stanford's railroad: Multi-stranded wire wrapped around a braided hemp core made up of far thinner hemp fibers.

Whether Curtis Tobey saw the potential in those cables alone or in concert with someone else may well remain a mystery forever, but the reality remains that the steel reinforcement for the concrete of the Pilarcitos Creek Bridge was provided by steel and hemp cables made by the California Street Cable Railroad. Most remarkably: Those steel and hemp cables were placed under tension, thereby prestressing the structure, and thus providing at least one reason that can possibly explain the bridge's extreme longevity.

While the Walnut Lane Memorial Bridge in Philadelphia is widely credited as the genesis of modern prestressed concrete design in the United States, stressed as it is with steel tendons made of stranded and braided steel cabling, it remains a simple fact that the Walnut Lane Memorial Bridge was designed and built with braided steel cable tendons 50 years *after* the functionally and mechanically identical materials were used to build the Pilarcitos Creek Bridge.

All three San Mateo County Bridges designed by Tobey and Bromfield have proven that they were clearly 50 years or more before their time, and have proven to be extremely functional, despite being planned and created by local city or county agencies and engineers. This trend of local funding, design, and construction of highway bridges would continue in California until 1924, even though the State Highway Commission was created in 1912 to specifically address the quickly increasing demand for engineering and construction expertise. It was the nascent Commission that first quantified the statewide significance of the design criteria of the three San Mateo Bridges when, in 1912, it released a policy statement pertaining to bridge design, stating that it was "in favor of concrete structures wherever such structures are consistently possible because of their substantial permanency."

The Commission clearly practiced what it preached, and by 1920 the evolution in design and utilization for short and medium span bridges in California was complete, as is evidenced in a study by the U.S. Bureau of Public Roads, which found that of 47 bridges designed by California Highway Commission Staff prior to 1920, 39 of them were of reinforced concrete. Thus, and despite countless variations in terrain, topography, intent and design, roughly four out of every five bridges built in the eight year period from 1912 through 1920 were premised upon the very basic design model pioneered and epitomized by the Lake Alvord and Pilarcitos Creek Bridges.

Alas the more advanced features contained within the design and the structure of the Pilarcitos Creek Bridge would remain hidden from view until 2013.

Tobey's bridge stands today as mute testament to the astonishing engineering prowess of its designers, as well as the validity of the methods and materials of construction which they utilized. If nothing else the genius present in the design remains evident in the mere existence of their structure today, carrying motorists and pedestrians safely and effectively more than a century after their design was built, and doing so despite standing within 25 miles of the epicenters of two of the most destructive earthquakes in U.S. history, both of which measured in excess of 7.0 on the Richter scale.

Despite the cutting edge design of the bridge, and as well the concerns at the time it was built, it remains the case that the bridge has held up through 113 years of traffic, much of which has been of a weight unimagined by the designers. Today the bridge sees roughly 8,000 daily crossings by a wide range of vehicles and pedestrians, and the simple fact of the bridge's existence and continued use show conclusively that the Pilarcitos Creek Bridge as it was conceived and constructed in 1899-1900 would prove to be timeless, surviving as it did both the 1906 and 1989

earthquakes, and in the process predating the technique that would revolutionize the world of construction engineering 50 years later.

The Pilarcitos Creek Bridge, along with dozens of other California bridges, was listed in the California Register in 1986, when it was also declared as eligible for listing in the National Register of Historic Places. This eligibility was ratified in 2004 under a Multiple Property Documentation form approved by the Keeper of the Register.

Adding support to the significance of the Main Street Bridge was its listing in the book *Historic Highway Bridges of California,* which was published by the California Department of Transportation in conjunction with the Multiple Property Document prepared as a result of a survey of statewide highway bridges.

The Pilarcitos Creek Bridge clearly meets the registration requirements of the Historic Bridges in California Multiple Property Submission (MPS) for several significant reasons. Perhaps the most compelling support of this claim is made on Section E, Page 2 of the MPS, where the bridge and the details of its construction are specifically cited as being a relevant part of the narrative history that supports the MPS.

Additionally the bridge meets the requirements of the Historic Bridges in California MPS because it is uniquely representative of the skills and techniques of California bridge designers and architects in adapting reinforced concrete spans for the wide use they would see in the subsequent 50 year period. The design and construction of the bridge filled a specific need that was becoming more pressing in the late 19th century, for bridges that were relatively easy to build, relatively inexpensive, and that could span modest distances while simultaneously standing up under heavy loads. The Pilarcitos Creek Bridge stands among the very last of its kind still in active daily use by an entire community.

As a result of the foregoing, the bridge is thus worthy of listing under Criterion A as it was a key element in the Northern California highway system from its very earliest existence, specifically sparking the development and growth of both Half Moon Bay and also the communities to the north and south of the bridge during the period 1900 to 1955. It is eligible under Criterion B as the individual responsible for the design and construction of the bridge was a locally significant immigrant, businessman and politician, without whom the region would not have grown as quickly or extensively as it did. Finally, the bridge is also worthy of listing under Criterion C, as it remains a uniquely distinctive example of type, period and method of construction, as well as a stunning example of construction methodology and design far in advance of its period. The period significance for the bridge is the year 1900.

When evaluated using the *California Department of Transportation Evaluation System for NRHP Eligibility* as enumerated in the Historic Highway Bridges of California MPS the bridge

received a score of 72 in 1986, and 64 in 2003, both of which are far in excess of the score of 48 that is the accepted norm for inclusion on the National Register, and neither of which takes into account the historical significance of the prestressed concrete design of the bridge. In any case both scores argue very favorably for the bridge's inclusion on the National Register of Historic Places under the Historic Highway Bridges of California MPS.

## 9. Major Bibliographical References

**Bibliography** (Cite the books, articles, and other sources used in preparing this form.)

*Curtis Tobey, "World's First Steel Reinforced Concrete Structure"; Architect and Engineer Magazine (July 1947): 12-13*

*Tyson Dinges MS, "The History of Prestressed Concrete: 1888 to 1963." Kansas State University, Manhattan Kansas, Department of Architectural Engineering and Construction Science, 2009*

*Dario Gasparini, "The Prestressing of Structures: a Historical Review," publisher and date unknown*

*Bernard Marrey and Jupp Grote, "The story of prestressed concrete from 1930 to 1945: A step towards the European Union," From Proceedings of the First International Congress on Construction History, (Madrid, 20th-24th January, 2003)*

*California Department of Transportation, Historic Highway Bridges of California, (1990)*

*San Mateo County Department of Public Works Archive, County Road Maps 3*

*Evaluation Summary (NRHP Eligibility), California Department of Transportation, (1986, 2003),* 1-5

*State of California – The Resources Agency Department of Parks and Recreation Historic Resources Inventory; "Joseph W. Debenedetti"*

*State of California -- The Resources Agency Department of Parks and Recreation Historic Resources Inventory; "J. Benedetti Block"*

*"SPLENDID NEW BRIDGE OVER PILARCITOS CREEK"; The San Francisco Call October 8, 1900*

*Galen Wolf, The Town That Was, 6*

*Sanborn Map Company, "Half Moon Bay, San Mateo Co. Cal. October 1911; Water Works" (1911), 2*

*B.A. Griffith, "Excerpts from the Memoirs of B. A. Griffith (written in 1923)" La Peninsula, Journal of the San Mateo County Historical Association Vol. X, No. 4, (Feb, 1960)*

---

**Previous documentation on file (NPS):**

___ preliminary determination of individual listing (36 CFR 67) has been requested
___ previously listed in the National Register
_X_ previously determined eligible by the National Register
___ designated a National Historic Landmark

___ recorded by Historic American Buildings Survey #_____
___ recorded by Historic American Engineering Record # _____
___ recorded by Historic American Landscape Survey # _____

**Primary location of additional data:**

___ State Historic Preservation Office
_X_ Other State agency
___ Federal agency
_X_ Local government
___ University
_X_ Other
Name of repository: San Mateo County Historical Society and Archive

**Historic Resources Survey Number (if assigned):** _____

---

**10. Geographical Data**

**Acreage of Property** 1

Use either the UTM system or latitude/longitude coordinates

**Latitude/Longitude Coordinates**
Datum if other than WGS84:_____
(enter coordinates to 6 decimal places)

1. Latitude: 37.466021 Longitude: -122.428880

2. Latitude: Longitude:

3. Latitude: Longitude:

4. Latitude: Longitude:

**Or**

**UTM References**

Datum (indicated on USGS map):

☐ NAD 1927 or ☐ NAD 1983

1. Zone: Easting: Northing:

2. Zone: Easting: Northing:

3. Zone: Easting: Northing:

4. Zone: Easting : Northing:

**Verbal Boundary Description** (Describe the boundaries of the property.)

The property is located entirely within the City of Half Moon Bay. It is today an automobile and pedestrian bridge that carries Main Street traffic across the Pilarcitos Creek. The bridge is located at Latitude: 37.466021, and Longitude: -122.428880.

**Boundary Justification** (Explain why the boundaries were selected.)

The boundary is the footprint of the existing Pilarcitos Creek Bridge and its approaches.

## 11. Form Prepared By

name/title: David C. Eblovi/President
organization: The EMCOC
city or town: Half Moon Bay state: CA zip code: 94019
e-mail: david@wegetinfotech.com

telephone: 650-814-0037
date: October 01, 2013

### Additional Documentation

Submit the following items with the completed form:

- **Maps:** A **USGS map** or equivalent (7.5 or 15 minute series) indicating the property's location.
- **Sketch map** for historic districts and properties having large acreage or numerous resources. Key all photographs to this map.
- **Additional items:** (Check with the SHPO, TPO, or FPO for any additional items.)

### Property Owner

name: [redacted]
street and number: [redacted]
contact: [redacted]
telephone number: [redacted]

### Photographs

Submit clear and descriptive photographs. The size of each image must be 1600x1200 pixels (minimum), 3000x2000 preferred, at 300 ppi (pixels per inch) or larger. Key all photographs to the sketch map. Each photograph must be numbered and that number must correspond to

the photograph number on the photo log. For simplicity, the name of the photographer, photo date, etc. may be listed once on the photograph log and doesn't need to be labeled on every photograph.

## Photo Log

Name of Property: Pilarcitos Creek Bridge

City or Vicinity: Half Moon Bay

County: San Mateo State: CA

Photographer: David C. Eblovi

Date Photographed: September 27, 2013

Description of Photograph(s) and number, include description of view indicating direction of camera:

1 of 8. Typical Friday morning in Half Moon Bay; View of the southbound entry to the bridge, and Main Street in the distance.
2 of 8. View of the northbound entry to the bridge from the roadway.
3 of 8. View of the eastern bridge spandrel and associated members.
4 of 8. View of western spandrel, period walkway and supports, and city water main.
5 of 8. View of steel cable and hemp rope dangling from underside the southeast corner of the concrete arch.
6 of 8. Threaded and tensioned steel rods and gusset plate assembly on the outside southeast spandrel wall.
7 of 8. Photo taken from southeast corner of the arch, showing location of cable artifact and impressions made by the boards of the concrete form.
8 of 8. View to the east of Memorial Plaque mounted on the inside of the eastern concrete railing of the span.

**Paperwork Reduction Act Statement:** This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C.460 et seq.).
**Estimated Burden Statement**: Public reporting burden for this form is estimated to average 100 hours per response including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form to the Office of Planning and Performance Management. U.S. Dept. of the Interior, 1849 C. Street, NW, Washington, DC.

## Figure Log

1. Google Map showing location of bridge
2. Drawing of Pilarcitos Creek Bridge with construction support structures
3. As-built drawing of Pilarcitos Creek Bridge, top elevation
4. As-built drawing of Pilarcitos Creek Bridge, side elevation
5. Side view drawing showing "tension cables" on bridge plan
6. Blueprint of bridge, side elevation
7. Joseph Debenedetti
8. J. Debenedetti Building

## Figure 1: Google Maps sketch map showing bridge location




Latitude: 37.466021, and Longitude: -122.428880

**Figure 2: Drawing of Pilarcitos Creek Bridge with construction support structures**

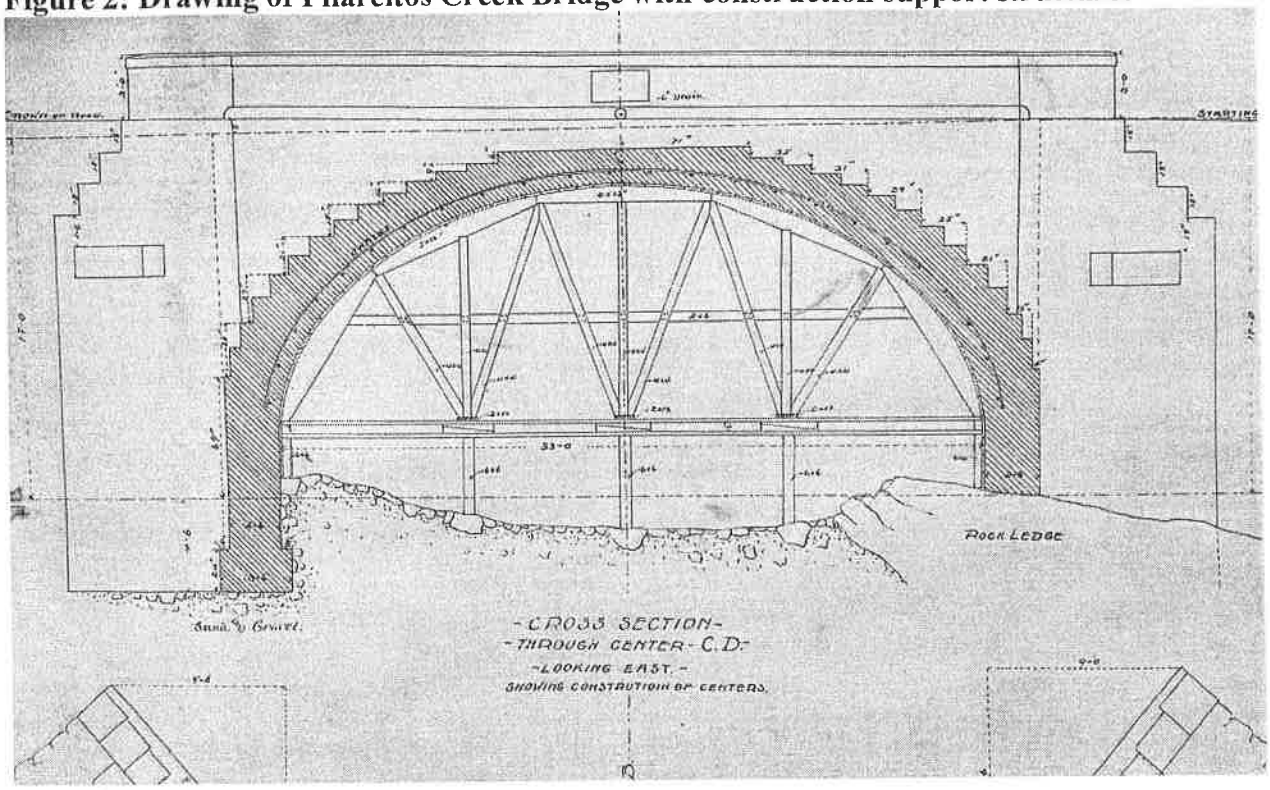



**Figure 3: As-built drawing of Pilarcitos Creek Bridge, top elevation**

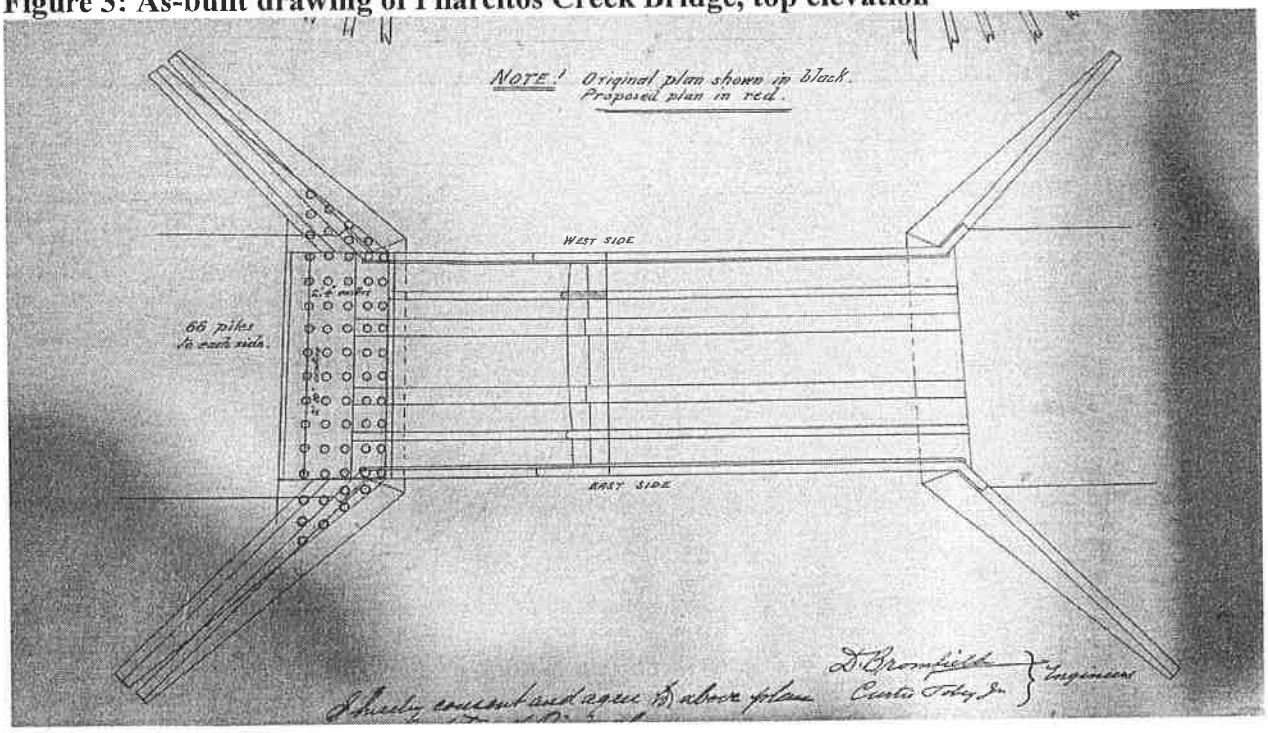


**Figure 4: As-built drawing of Pilarcitos Creek Bridge, side elevation**

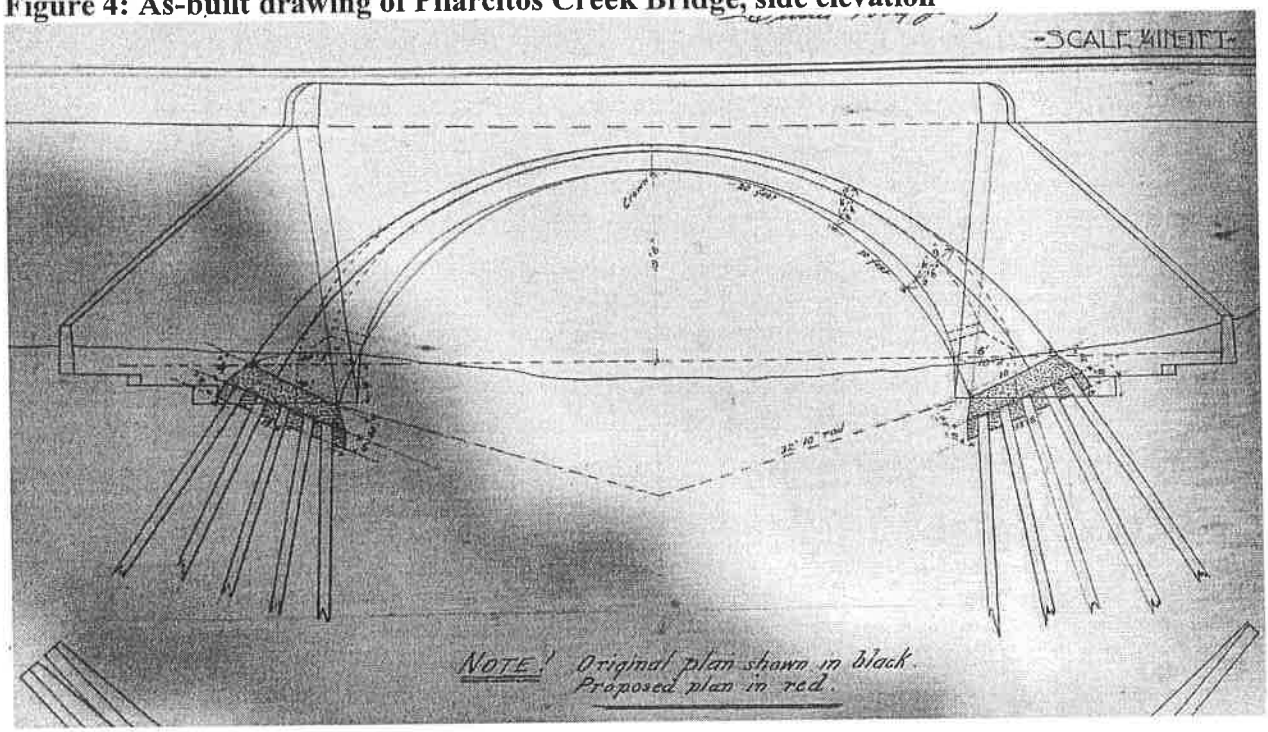



**Figure 5: Side view drawing showing "tension cables" on bridge plan**

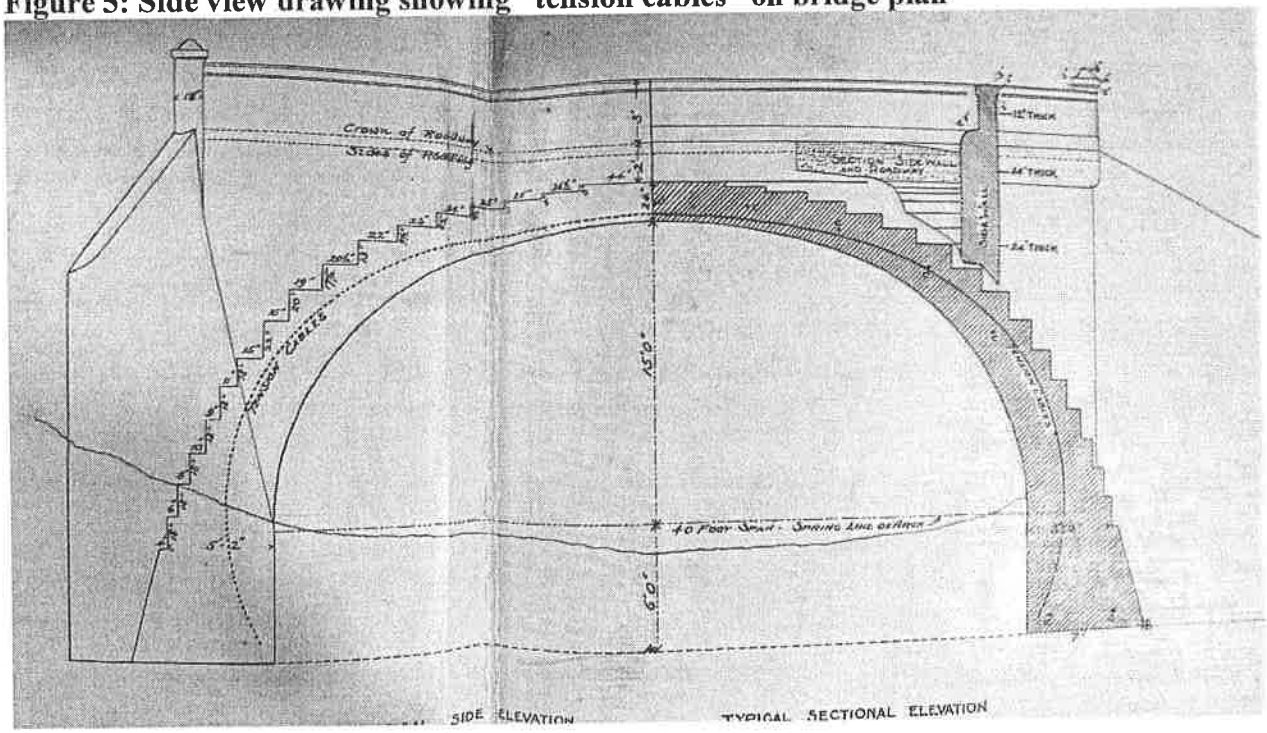


**Figure 6: Blueprint of bridge, side elevation**

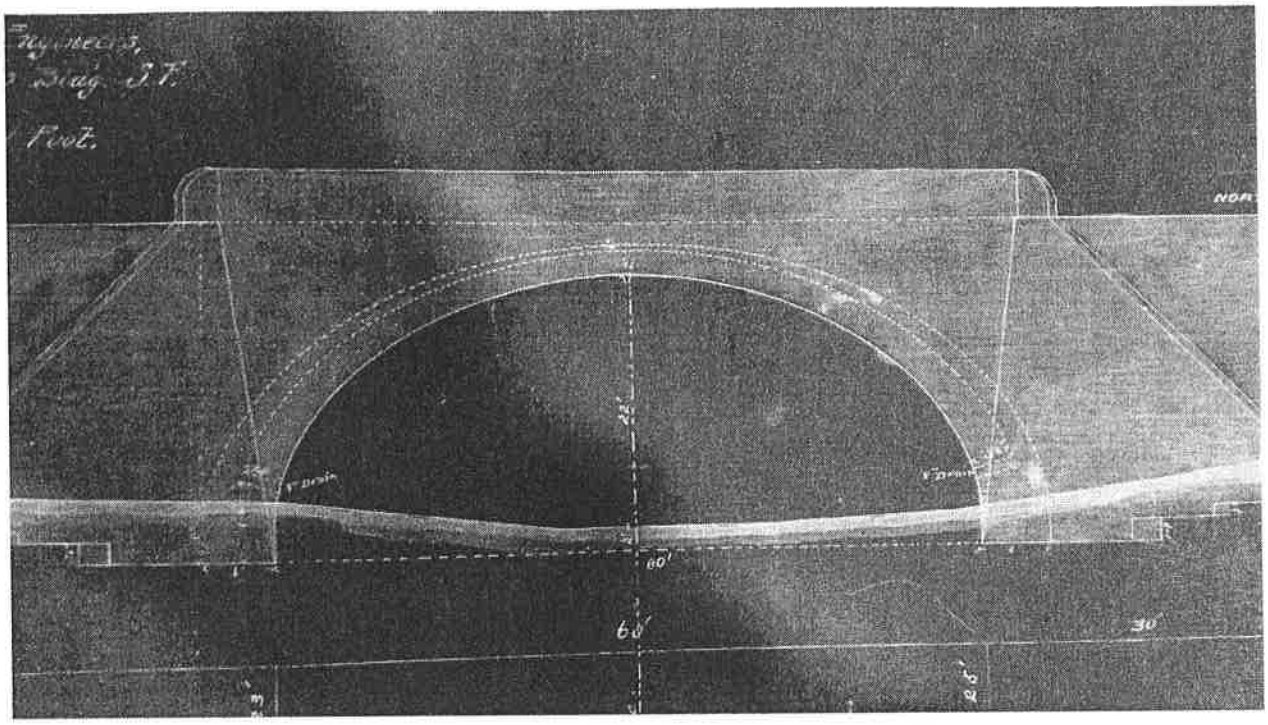
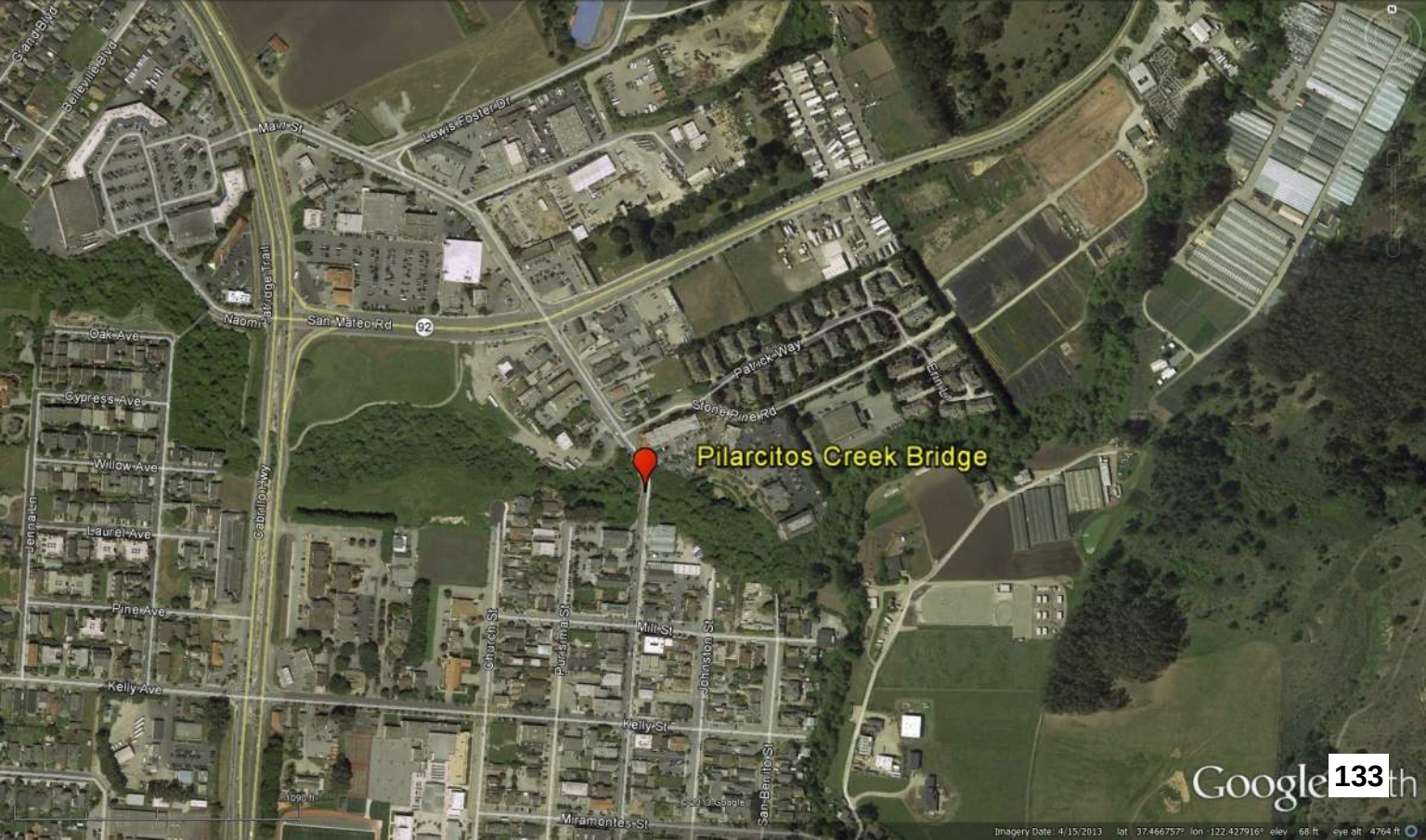


**Figure 7: Joseph Debenedetti, Half Moon Bay businessman and county supervisor who advocated for a modern bridge into downtown Half Moon Bay**



**Figure 8: Joseph Debenedetti Block, constructed with leftover materials from bridge construction after the 1906 earthquake and fire**



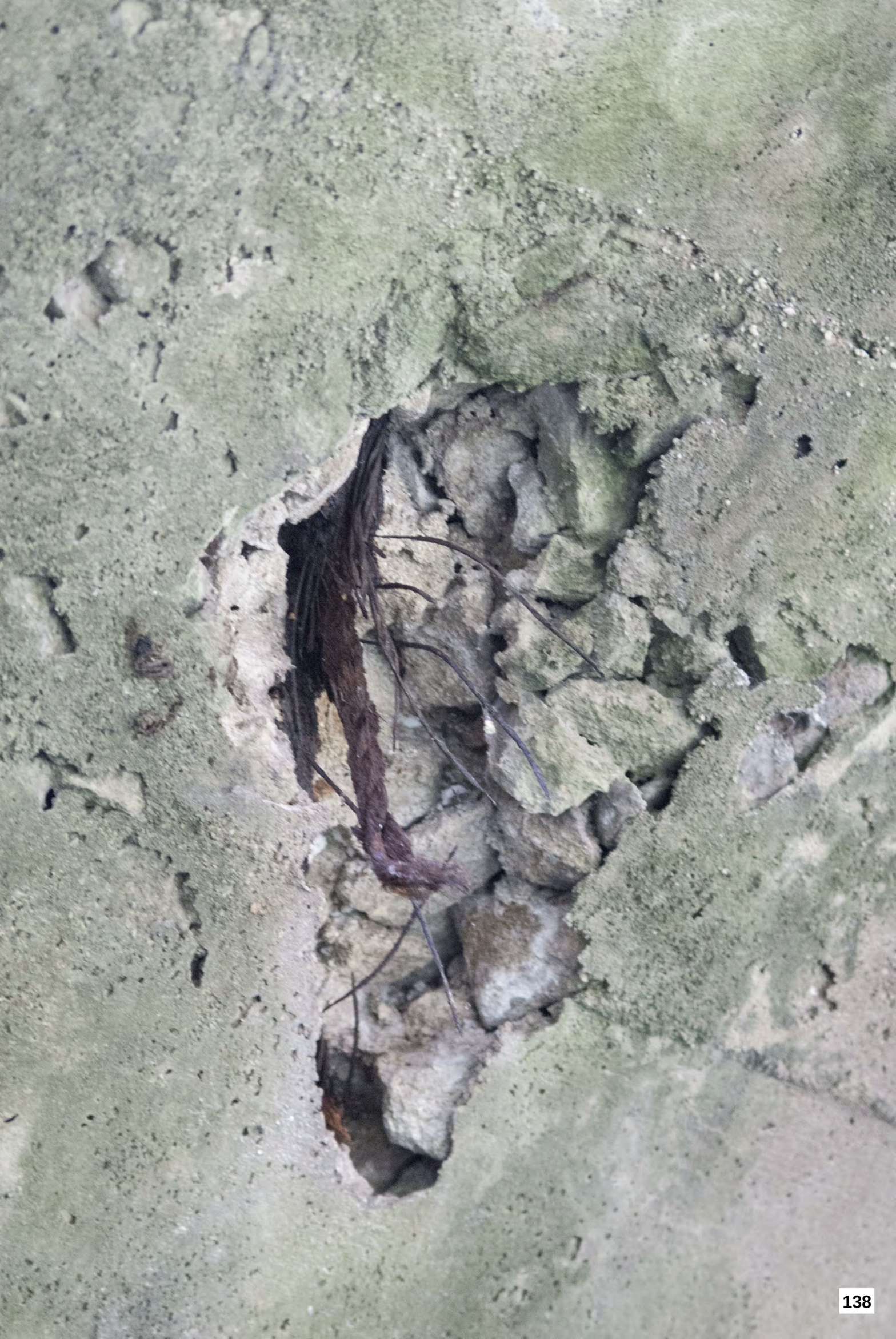

Pilarcitos Creek Bridge
Main St
Lewis Foster Dr
San Mateo Rd
92
Naomi
Oak Ave
Cypress Ave
Willow Ave
Laurel Ave
Pine Ave
Kelly Ave
Kelly St
Mill St
Church St
Purisima St
Johnston St
San Benito St
Miramontes St
Gabrillo Hwy
Stone Pine Rd
Patrick Way
Grand Blvd
Belleville Blvd
Google
Imagery Date: 4/15/2013


HALF MOON BAY
ART & PUMPKIN
FESTIVAL
OCT.
19 & 20
7AOH384


COFFEE & CAFE



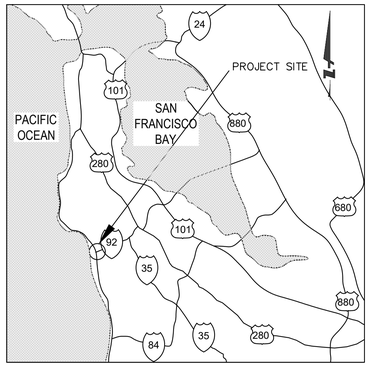







FIRST CONCRETE BRIDGE ERECTED IN
SAN MATEO CO. 1900
J. DEBENEDETTI SUPERVISOR
D. BROMFIELD & C. TOBEY JR. ENGINEERS
R.C. MATTINGLY & W. HEAFEY CONTRACTORS

Appendix C. Project Drawings




VICINITY MAP
N.T.S.

# MAIN STREET BRIDGE MAINTENANCE PROJECT

MAIN STREET, HALF MOON BAY




LOCATION MAP
N.T.S.

## ABBREVIATIONS:

| | |
|---|---|
| AB | AGGREGATE BASE |
| AC | ASPHALT CONCRETE |
| AD | AREA DRAIN |
| ATD | ATRIUM DRAIN |
| BFPD | BACK FLOW PREVENTION DEVICE |
| BSTD | BRICKSLOT TRENCH DRAIN |
| BW | BOTTOM OF WALL ELEVATION |
| CB | CATCH BASIN |
| CL | CENTER LINE |
| CS | CRAWL SPACE ELEVATION |
| CIP | CAST IRON PIPE |
| CONC | CONCRETE |
| DD | DECK DRAIN |
| DDCV | DOUBLE DETECTOR CHECK VALVE |
| DIP | DUCTILE IRON PIPE |
| DS | ROOF DOWN SPOUT |
| DW | DOMESTIC WATER LINE |
| DWL | DRYWELL CATCH BASIN |
| DWY | DRIVEWAY |
| (E) | EXISTING |
| EG | EXISTING GRADE |
| ELEC | ELECTRICAL |
| EM | ELECTRICAL METER |
| EP | EDGE OF PAVEMENT |
| FC | FACE OF CURB ELEVATION |
| FDC | FIRE DEPARTMENT CONNECTION |
| FF | FINISHED FLOOR ELEVATION |
| FG | FINISHED GROUND ELEVATION |
| FL | FLOW LINE ELEVATION |
| FM | FORCE MAIN LINE |
| FS | FINISHED SURFACE ELEVATION |
| FP | FINISHED PAVEMENT ELEVATION |
| FW | FIRE WATER LINE |
| GB | GRADE BREAK |
| GM | GAS METER |
| GR | GRATE ELEVATION |
| GV | GATE VALVE |
| HP | HIGH POINT |
| INV | INVERT ELEVATION |
| JT | JOINT TRENCH |
| JP | JOINT POLE |
| LD | LANDSCAPE DRAIN |
| LF | LINEAR FEET |
| LP | LOW POINT |
| (N) | NEW |
| PIV | POST INDICATOR VALVE |
| PKG | PARKING |
| POC | POINT OF CONNECTION |
| RET | RETAINING WALL |
| RIM | RIM ELEVATION |
| S | SLOPE |
| SAP | SEE ARCHITECTURAL PLANS |
| SBD | STORM SUB DRAIN |
| SBDCO | STORM SUB DRAIN CLEANOUT |
| SD | STORM DRAIN |
| SDCO | STORM DRAIN CLEANOUT |
| SGR | SEE GEOTECHNICAL REPORT |
| SICB | SIDE INLET CATCH BASIN |
| SLP | SEE LANDSCAPE PLANS |
| SPP | SEE PLUMBING PLANS |
| SS | SANITARY SEWER |
| SSCO | SANITARY SEWER CLEANOUT |
| SSP | SEE STRUCTURAL PLANS |
| TW | TOP OF WALL ELEVATION |
| TYP | TYPICAL |
| USD | UNDERSLAB DRAIN |
| VD | PIPE VERTICAL DROP |
| W | DOMESTIC WATER LINE |
| WM | WATER METER |




0 20 40
GRAPHIC SCALE

## PROJECT DESCRIPTION

PROJECT INCLUDES REPAIR/REPLACEMENT OF EXISTING PEDESTRIAN WALKWAYS ON BOTH EAST AND WEST SIDES OF MAIN STREET BRIDGE TO CORRECT CALIFORNIA BUILDING CODE AND ACCESSIBILITY COMPLIANCE ISSUES AS WELL AS GENERAL UPKEEP/MAINTENANCE ON THE BRIDGE.

EXISITNG PRESSURE TREATED WOOD DECKING WILL BE REMOVED AND FULLY REPLACED WITH SOLID WOOD DECKING GENERALLY MATCHING THE SHAPE AND SIZING OF DECK BOARDS.

THE NEW WOOD GUARDRAILS WILL REPLACE THE EXISTING PLAIN 3/4 RAIL DESIGN WITH A SLIGHTLY TALLER 4-RAIL AND CAP DESIGN. NEW WOOD RAILS WILL BE PAINTED TO MATCH EXISTING. NEW HARDWARE AND JOIST BLOCKING BELOW THE DECK WILL PROVIDE IMPROVED LATERAL RESTRAINT.

THE PROJECT WILL ALSO INCLUDE SELECT REMOVAL OF EXISTING EXTERIOR STUCCO ON BOTH THE EAST AND WEST CONCRETE GUARD BARRIERS, CONCRETE CRACK REPAIR, AND NEW STUCCO FINISH.

NO WORK IS PROPOSED BELOW THE DECK LEVEL OR ON THE EXISTING BRIDGE SUPER STRUCTURE, SUB-STRUCTION OR SURROUNDING AREAS.

## LEGEND:

| EXISTING | PROPOSED | |
|---|---|---|
| | | LIMIT OF WORK |
| 6" SS | 6" SS | SANITARY SEWER |
| 10" SD | 10" SD | SOLID STORM DRAIN |
| 4" SBD | 4" SBD | PERFORATED SUB DRAIN |
| FM | 2"FM | FORCE MAIN |
| 10" FW | 10" FW | FIRE SERVICE |
| 2" W | 2"W | DOMESTIC WATER SERVICE |
| IRR | 2"IRR | IRRIGATION SERVICE |
| G | G | NATURAL GAS |
| T | T | TELEPHONE |
| TV | TV | TV/CABLE TV |
| E | E | ELECTRIC |
| JT | JT | JOINT TRENCH |
| O/H | O/H | OVERHEAD WIRES |
| X | X | FENCE |
| | | CLEAN OUT TO GRADE |
| | | FOUND MONUMENT |
| | | DOUBLE DETECTOR CHECK VALVE |
| | | POST INDICATOR VALVE |
| | | VALVE |
| | | METER BOX |
| | | STREET LIGHT |
| | | DRAIN |
| | | CATCH BASIN |
| | | FIRE HYDRANT |
| | | FIRE DEPARTMENT CONNECTION |
| | | BENCHMARK |
| | | MANHOLE |
| | | SIGN |
| | | SPLASH BLOCK |
| | 2 / C5.1 | DETAIL NUMBER / SHEET LOCATION |

## SHEET INDEX


| SHEET NO. | DESCRIPTION |
|---|---|
| C0.0 | TITLE SHEET |
| C1.1 | SITE DEMOLITION PLAN |
| C2.1 | SITE IMPROVEMENT PLAN |
| C3.1 | ELEVATIONS |
| C3.2 | TYPICAL CROSS SECTIONS |
| C4.1 | BMP SHEET |
| T1.0 | WALL REPAIR COVER SHEET |
| T1.1 | WALL REPAIR GENERAL NOTES |
| A2.0 | EAST WALL REPAIR SHEET |
| A2.1 | WEST WALL REPAIR SHEET |


Know what's below. Call before you dig.

REGISTERED PROFESSIONAL ENGINEER
MAZIAR BOZORGINIA
NO. 76723
CIVIL
STATE OF CALIFORNIA

APPROVED BY:
CITY OF HALF MOON BAY

MAZIAR BOZORGINIA
CITY ENGINEER

DATE

THE CITY OF HALF MOON BAY CALIFORNIA

# TITLE SHEET

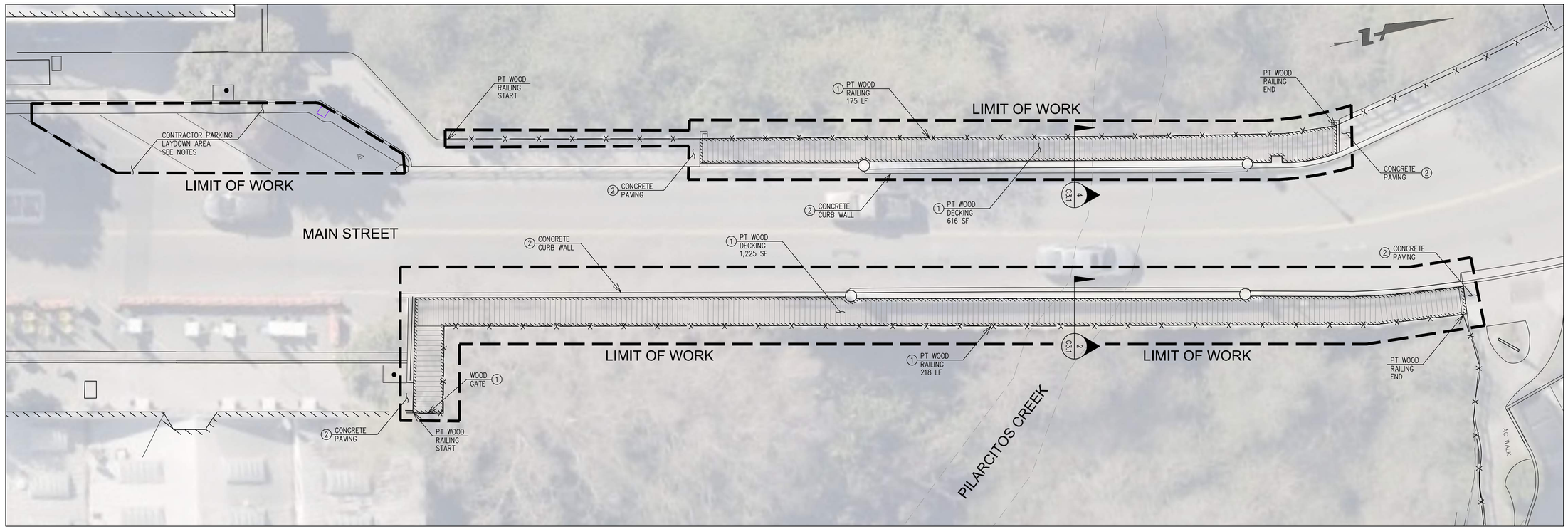
MAIN STREET BRIDGE MAINTENANCE PROJECT PH01
HALF MOON BAY, CA


501 MAIN STREET
HALF MOON BAY
CA 94019
650-726-7177
hmbcity.com


REVISIONS

DATE 09/12/2025
SCALE AS SHOWN
DRAWN DL/JW
JOB NO. CIP NO. 1036
DWG
SHEET C0.0
OF SHEETS

C:\Users\Dolores\OneDrive - Half Moon Bay\PW Legacy\CIP\Bridges\Main Street Bridge\2025_Maintenance_Project\11_DWG\Sheets\C0.dwg, Feb 04 2025, 1:55pm, Dolores




0 10 20

GRAPHIC SCALE

## GENERAL REQUIREMENTS

1. CONTRACTOR PARKING AND LAYDOWN AREA NOTED ON PLANS. AT ALL TIMES DURING CONSTRUCTION, CONTRACTOR IS REQUIRED TO MAINTAIN SAFE PEDESTRIAN AND VEHICLE ACCESS BETWEEN LAYDOWN AREA AND THE PROJECT SITE.
2. CONTRACTOR IS RESPONSIBLE FOR PROVIDING A SECURE SITE, INCLUDING FENCING AND SIGNAGE AS NEEDED TO PROTECT PEDESTRIAN AND VEHICLES TRAVELING ADJACENT TO THE WORK SITE.
3. CONTRACTOR SHALL OBTAIN AN ENCROACHMENT PERMIT FROM HALF MOON BAY PUBLIC WORKS FOR WORK AND STAGING WITHIN THE PUBLIC RIGHT-OF-WAY.
4. CONSTRUCTION HOURS ARE LIMITED TO 8AM TO 5PM, MONDAY THROUGH FRIDAY. NO WORK IS PERMITTED ON WEEKENDS OR ADOPTED CITY HOLIDAYS.
5. VEHICLE ACCESS SHALL BE MAINTAINED ACROSS THE MAIN STREET BRIDGE AT ALL TIMES. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL IN ACCORDANCE WITH CAMUTCD STANDARDS IF REQUIRED FOR EITHER LANE OR SHOULDER CLOSURES ON MAIN STREET.
6. WORK SHALL BE SEQUENCED TO MAINTAIN AT LEAST ONE OPEN PEDESTRIAN CROSSING ALONG MAIN STREET BRIDGE AT ALL TIMES DURING CONSTRUCTION. ONLY ONE PEDESTRIAN WALKWAY SHALL BE PERMITTED TO BE CLOSED AT A TIME.
7. CONTRACTOR SHALL PROVIDE SIGNAGE AT NEAREST INTERSECTIONS BOTH NORTH (STONE PINE ROAD) AND SOUTH (MILL STREET) OF THE WORK AREA ALERTING PEDESTRIANS TO THE CLOSED SIDEWALK AHEAD AND DIRECTING THEM TO ALTERNATIVE ROUTES.
8. SIGNAGE SHALL BE ADDED AND/OR ADJUSTED THROUGHOUT CONSTRUCTION AS REQUIRED BY THE CITY ENGINEER AND AS WORK SEQUENCES PROGRESS.
9. CONTRACTOR SHALL TAKE CARE TO MAINTAIN A CLEAN WORKSITE AND PROVIDE STOCKPILE/MATERIAL COVERING THROUGHOUT CONSTRUCTION.
10. CONTRACTOR SHALL EXERCISE CAUTION WHILE WORKING ON THE MAIN STREET BRIDGE TO ENSURE NO TOOLS, EQUIPMENT, WASTE/DEBRIS OR CONSTRUCTION MATERIALS ARE DROPPED INTO PILARCITOS CREEK.
11. CONTRACTOR SHALL PROVIDE MEANS AND METHODS NECCESSARY TO ENSURE NO CONSTRUCTION WASTE OR MATERIALS ENTER THE CREEK OR BANK AREA. PROPOSED METHOD OF CONTAINMENT/CAPTURE SHALL BE REVIEWED WITH CITY STAFF PRIOR TO START OF CONSTRUCTION AND MAINTAINED THROUGHOUT WORK.
12. CONTRACTOR SHALL ALERT THE CITY IMMEDIATELY IF ANY CONSTRUCTION WASTE/DEBRIS, MATERIALS, OR OTHER FOREIGN OBJECTS ARE INADVERTENTLY DROPPED FROM THE BRIDGE OR SURROUNDING AREAS.
13. ALL WORK SHALL BE STAGED, SUPPORTED AND PERFORMED FROM THE BRIDGE DECK AND PAVED AREAS ONLY. NO WORK SHALL BE PERFORMED FROM THE CREEK BANK / RIPARIAN AREA UNDER THE BRIDGE WITHOUT THE EXPRESSED WRITTEN APPROVAL OF THE CITY.
14. IN CONJUNCTION WITH THE GRANTING OF TEMPORARY ACCESS FROM THE RIPARIAN AREA ADDITIONAL MEASURES MAY BE REQUIRED TO PROTECT SENSITIVE HABITAT AREAS AT THE CITY'S DISCRETION AND DEPENDENT ON THE NATURE OF ACCESS BEING REQUESTED.

## DEMOLITION NOTES :

1. CONTRACTOR IS TO COMPLY WITH ALL GENERAL AND STATE REQUIREMENTS INVOLVING THE REMOVAL AND DISPOSAL OF HAZARDOUS MATERIAL(S).
2. THE CONTRACTOR SHALL LOCATE AND CLEARLY MARK (AND THEN PRESERVE THESE MARKERS) FOR THE DURATION OF CONSTRUCTION OF ALL TELEPHONE, DATA, STREET LIGHT, SIGNAL LIGHT AND POWER FACILITIES THAT ARE IN OR NEAR THE AREA OF CONSTRUCTION.
3. CONTRACTOR'S BID IS TO INCLUDE ALL VISIBLE SURFACE AND ALL SUBSURFACE FEATURES IDENTIFIED TO BE REMOVED OR ABANDONED IN THESE DOCUMENTS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR A SITE INSPECTION TO FULLY ACKNOWLEDGE THE EXTENT OF THE DEMOLITION WORK.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY AND ALL PERMITS NECESSARY FOR ENCROACHMENT, GRADING, DEMOLITION, AND DISPOSAL OF SAID MATERIALS AS REQUIRED BY PRIVATE, LOCAL AND STATE JURISDICTIONS. THE CONTRACTOR SHALL PAY ALL FEES ASSOCIATED WITH THE DEMOLITION WORK.
6. CONTRACTOR SHALL PAY DISPOSAL FEES.
7. THE CONTRACTOR SHALL MAINTAIN ALL SAFETY DEVICES, AND SHALL BE RESPONSIBLE FOR CONFORMANCE TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS LAWS AND REGULATIONS.
8. THE CONTRACTOR SHALL PROTECT FROM DAMAGE ALL EXISTING IMPROVEMENTS FACILITIES AND STRUCTURES WHICH ARE TO REMAIN. ANY ITEMS DAMAGED BY THE CONTRACTOR OR HIS AGENTS OR ANY ITEMS REMOVED FOR HIS USE SHALL BE REPLACED IN EQUAL OR BETTER CONDITION AS APPROVED BY THE ARCHITECT OR OWNER'S REPRESENTATIVE.
9. DEMOLITION INCLUDES REMOVAL OF ALL ITEMS ASSOCIATED WITH THE UTILITY, RETAINING WALL, FENCE, TREE OR BUILDING, INCLUDING BUT NOT LIMITED TO FOOTINGS, VALVES, ROOTS, BACKFILL, ETC, AND SHALL INCLUDE PREPARING THE SITE FOR NEW UTILITIES, BUILDINGS, RETAINING WALLS, ETC.
10. ALL MATERIALS TO BE DEMOLISHED AND REMOVED SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE LAWFULLY DISPOSED OF OFF-SITE.
11. THIS PLAN IS NOT INTENDED TO BE A COMPLETE CATALOGUE OF ALL EXISTING STRUCTURES AND UTILITIES. THIS PLAN INTENDS TO DISCLOSE GENERAL INFORMATION KNOWN BY THE ENGINEER AND TO SHOW THE LIMITS OF THE AREA WHERE WORK WILL BE PERFORMED. THIS PLAN SHOWS THE EXISTING FEATURES TAKEN FROM A FIELD SURVEY, FIELD INVESTIGATIONS AND AVAILABLE INFORMATION. THIS PLAN MAY OR MAY NOT ACCURATELY REFLECT THE TYPE OR EXTENT OF THE ITEMS TO BE ENCOUNTERED AS THEY ACTUALLY EXIST. WHERE EXISTING FEATURES ARE NOT SHOWN, IT IS NOT IMPLIED THAT THEY ARE NOT TO BE DEMOLISHED OR REMOVED. THE CONTRACTOR SHALL PERFORM A THOROUGH FIELD INVESTIGATION AND REVIEW OF THE SITE WITHIN THE LIMIT OF WORK SHOWN IN THIS PLAN SET TO DETERMINE THE TYPE, QUANTITY AND EXTENT OF ANY AND ALL ITEMS. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR DETERMINING THE EXTENT OF EXISTING STRUCTURES AND UTILITIES AND QUANTITY OF WORK INVOLVED IN REMOVING THESE ITEMS FROM THE SITE.
12. NO SITE CLEARING, VEGETATION REMOVAL OR TREE TRIMMING OF ANY KIND ARE PERMITTED WITHIN THE PROJECT AREA. CONTRACTOR SHALL REVIEW THE SITE AND BRING ANY DISCREPANCIES OR POTENTIAL CONFLICTS TO THE CITIES ATTENTION PRIOR TO THE START OF WORK.

## KEYNOTES AND LEGEND:

| | | |
|---|---|---|
| | LIMIT OF WORK | WITHIN THE LIMIT OF WORK LINE ALL ITEMS NOT CALLED OUT TO BE REMOVED ARE TO REMAIN AND MUST BE PROTECTED IN PLACE. CONTRACTOR TO USE CAUTION AROUND (E) UTILITIES, UTILITY VAULTS AND WATER VALVES TO REMAIN. |
| | EXISTING WOOD DECKING | EXISTING 3" THICK PRESSURE-TREATED WOOD DECKING AND ASSOCIATED HARDWARE/FASTENERS TO BE REMOVED. EXISTING UNDERLYING JOISTS TO REMAIN IN A CLEAN, NAIL-FREE CONDITION, READY FOR NEW DECKING INSTALLATION. CONTRACTOR TO COORDINATE MATERIALS DISPOSAL WITH THE CITY. |
| 1 | EXISTING ITEM TO BE REMOVED | EXISTING SITE ELEMENT TO BE COMPLETELY REMOVED, INCLUDING ALL ASSOCIATED HARDWARE AND FOOTINGS. UNDERLYING SITE SHALL BE RESTORED. |
| 2 | EXISTING ITEM TO REMAIN | PROTECT EXISTING ELEMENT IN PLACE. CONTRACTOR IS RESPONSIBLE FOR IN-KIND REPLACEMENT/RESTORATION OF ANY SITE ELEMENTS DAMAGED BY CONSTRUCTION. |
| 3 | EXISTING ITEM TO BE MODIFIED | EXISTING ELEMENT TO BE PARTIALLY REMOVED AND/OR MODIFIED. REFER TO PLANS FOR ADDITIONAL DIRECTION ON SPECIFIC MODIFICATION. |

Know what's below. Call before you dig.

APPROVED BY:
CITY OF HALF MOON BAY

MAZIAR BOZORGINIA
CITY ENGINEER

DATE

REGISTERED PROFESSIONAL ENGINEER
MAZIAR BOZORGINIA
NO. 76723
CIVIL
STATE OF CALIFORNIA

THE CITY OF HALF MOON BAY CALIFORNIA

# SITE DEMOLITION PLAN

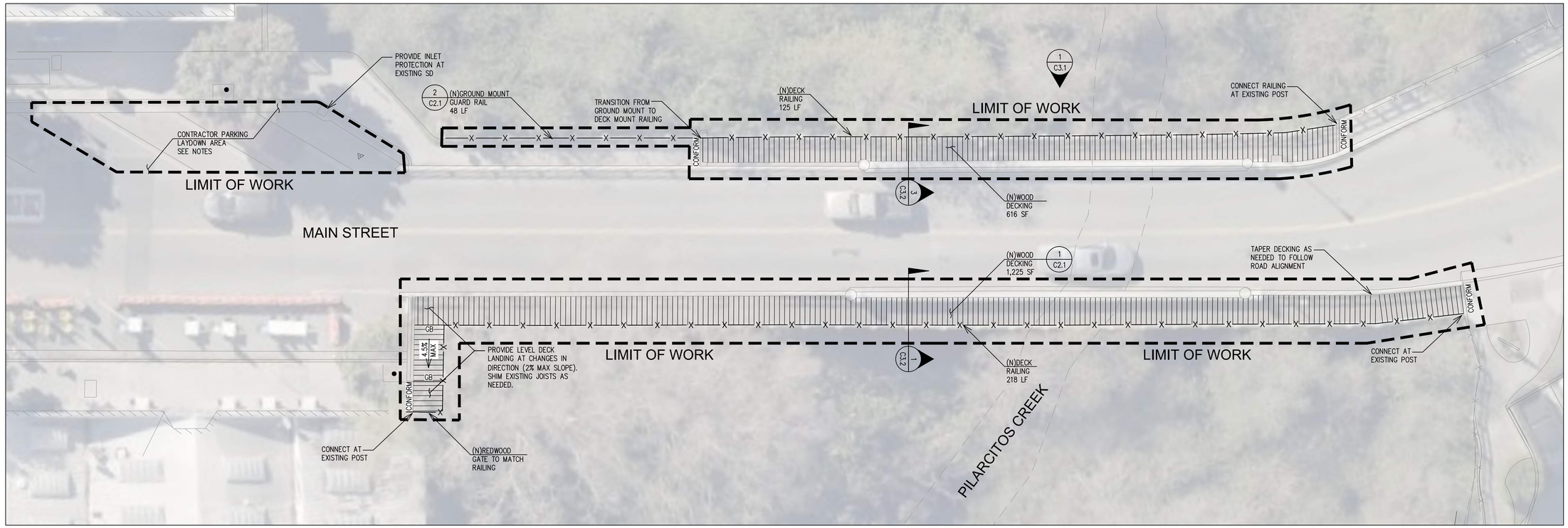
MAIN STREET BRIDGE MAINTENANCE PROJECT PH01
HALF MOON BAY, CA

501 MAIN STREET
HALF MOON BAY
CA 94019
650-726-7177
hmbcity.com

REVISIONS

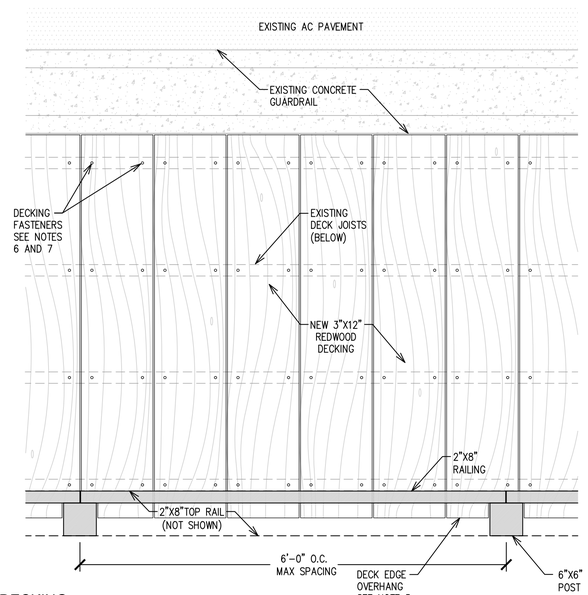
DATE 09/12/2025
SCALE AS SHOWN
DRAWN DL/JW
JOB NO. CIP NO. 1036
DWG
SHEET C1.1
OF SHEETS

C:\Users\DanielsDL\OneDrive - Half Moon Bay\Pw Legacy\CIP\Bridges\Main Street Bridge\2024_Maintenance_Project\11_DWG\Sheets\C1.dwg Feb 04,2025 - 3:55pm DanielsDL




0 10 20

GRAPHIC SCALE




1 WOOD DECKING 1"=1'-0"

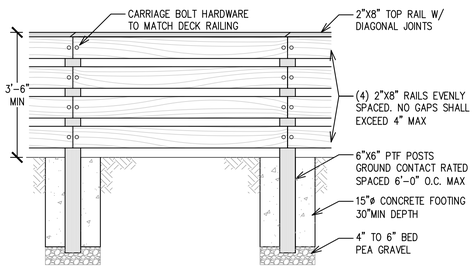
WEST SECTION EX - 12 -

NOTES:

1. REDWOOD BOARDS SHALL BE 3"x12" DIMENSIONAL ROUGH-SAWN REDWOOD DECKING, CONHEART OR BETTER, AND SHALL BE FREE OF KNOTS AND SPLITTING.
2. INSTALL DECKING WITH "BARK SIDE UP" TO MINIMIZE CUPPING.
3. DECKING SHALL BE INSTALLED IN FULL COMPLIANCE WITH CHAPTER 11 OF THE CALIFORNIA BUILDING CODE (CBC).
4. PROVIDE 1/8" HORIZONTAL JOINT BETWEEN INDIVIDUAL BOARDS. PROVIDE SHIMS AT EXISTING JOISTS AS NEEDED FOR ADJUSTMENT TO CROSS SLOPE AND VERTICAL GRADE CHANGES TO MEET CBC REQUIREMENTS.
5. CONTRACTOR TO PROVIDE UNIFORM BOARD LENGTHS TRIMMED NEATLY AT OVERHANG EDGE AND AROUND POSTS AS NEEDED.
6. DECKING FASTENERS SHALL BE 6" SIMPSON SDWS STRUCTURAL SCREWS WITH OUTDOOR CORROSION COATING OR APPROVED EQUIVALENT.
7. PROVIDE TWO FASTENERS AT EACH DECK-TO-JOIST CONNECTION AND COUNTERSINK 1/8" BELOW DECK SURFACE.

HATCH LEGEND

| | | |
|---|---|---|
| | ACCESSIBLE REDWOOD DECKING | SEE DETAIL 1 ON SHEET C2.1 (AT LEFT) |




NOTE: GUARD RAIL SHALL BE FINISHED TO MATCH DECK RAILING. REFER TO SECTIONS FOR ADDITIONAL FINISHING DETAILS

2 GUARD RAIL - GROUND MOUNT 1/2" = 1'-0"

Know what's below. Call before you dig.

C:\Users\bbeckett\OneDrive - Half Moon Bay\PW Users\CIP\Bridges\Main Street Bridge\2024_Maintenance_Project\11_DWG\mbsheets.dwg, Feb 04 2025 - 3:57pm, BBeckett

THE CITY OF HALF MOON BAY CALIFORNIA

# SITE IMPROVEMENT PLAN

MAIN STREET BRIDGE MAINTENANCE PROJECT PH01
HALF MOON BAY, CA

501 MAIN STREET
HALF MOON BAY
CA 94019
650-726-7177
hmbcity.com

REVISIONS

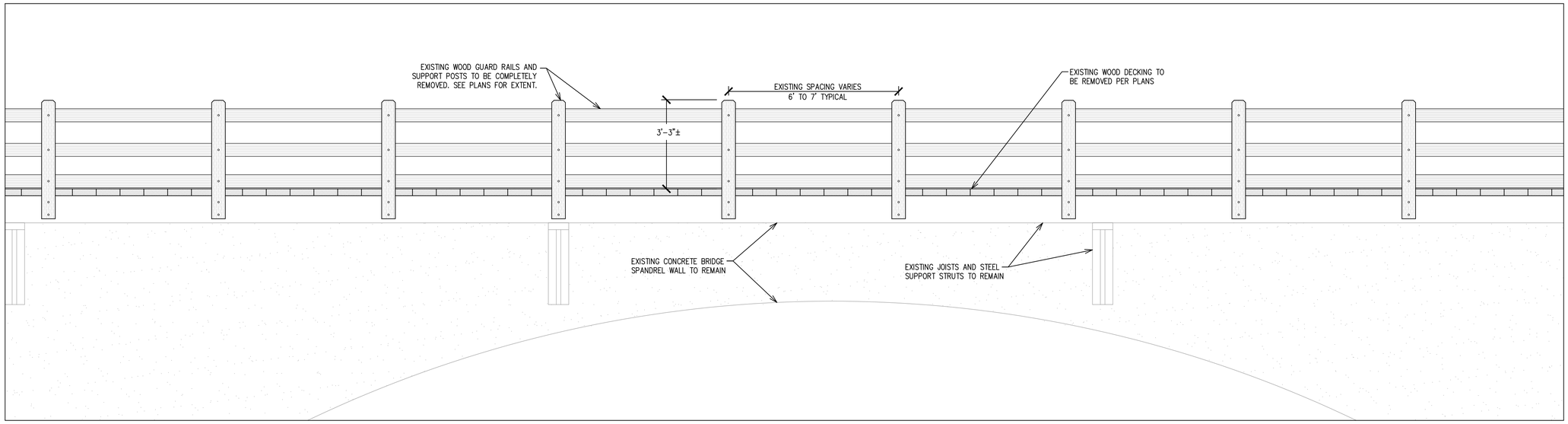
REGISTERED PROFESSIONAL ENGINEER
MAZIAR BOZORGINIA
NO. 76723
CIVIL
STATE OF CALIFORNIA

DATE 09/12/2025
SCALE AS SHOWN
DRAWN DL/JW
JOB NO. CIP NO. 1036
DWG
SHEET C2.1
OF SHEETS

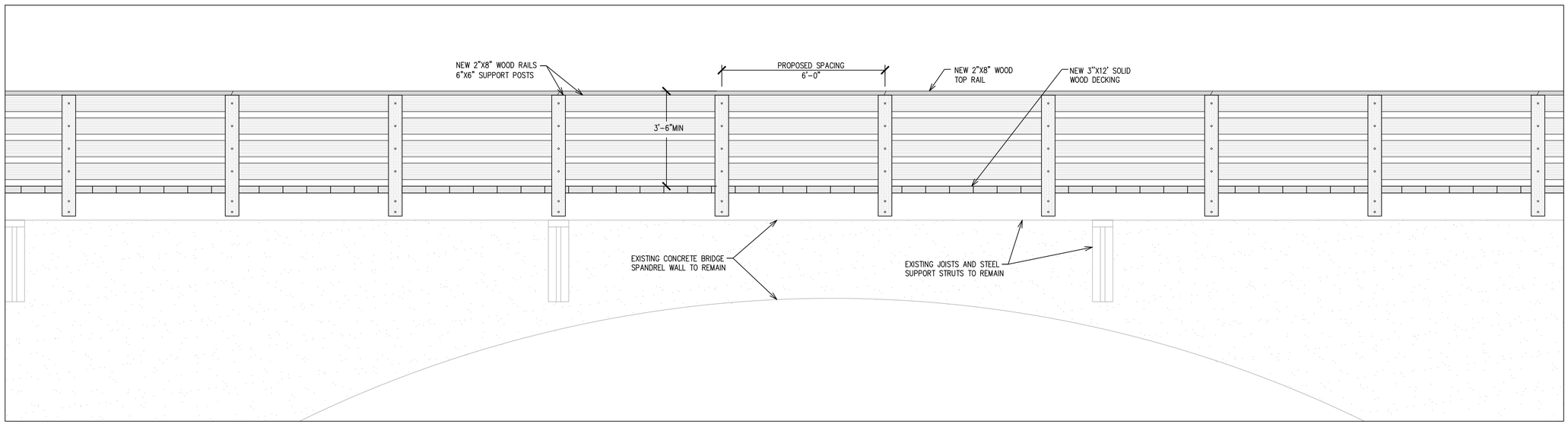
APPROVED BY:
CITY OF HALF MOON BAY

MAZIAR BOZORGINIA
CITY ENGINEER

DATE




EXISTING WEST ELEVATION
SCALE: 1/2" = 1'-0"




PROPOSED WEST ELEVATION
SCALE: 1/2" = 1'-0"

811 Know what's below. Call before you dig.

C:\Users\bbeckett\OneDrive - Half Moon Bay\PW Legacy\CIP\Bridges\Main Street Bridge\2024_Maintenance_Project\111_DWG\mbsheet1.dwg Feb 04,2025 - 3:54pm Bbeckett

THE CITY OF HALF MOON BAY CALIFORNIA

# ELEVATIONS

MAIN STREET BRIDGE MAINTENANCE PROJECT PH01
HALF MOON BAY, CA

501 MAIN STREET
HALF MOON BAY
CA 94019
650-726-7177
hmbcity.com

REVISIONS

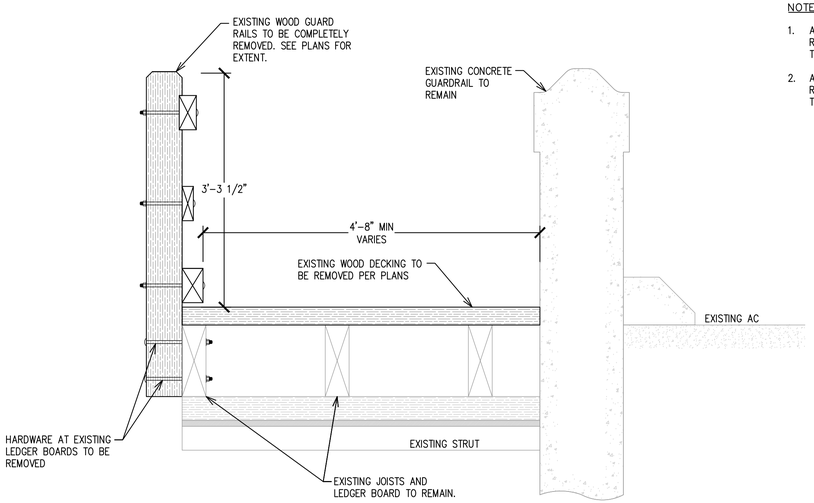
REGISTERED PROFESSIONAL ENGINEER
MAZIAR BOZORGINIA
NO. 76723
CIVIL
STATE OF CALIFORNIA

APPROVED BY:
CITY OF HALF MOON BAY

MAZIAR BOZORGINIA
CITY ENGINEER

DATE

DATE 09/12/2025
SCALE AS SHOWN
DRAWN DL/JW
JOB NO. CIP NO. 1036
DWG
SHEET C3.1
OF SHEETS

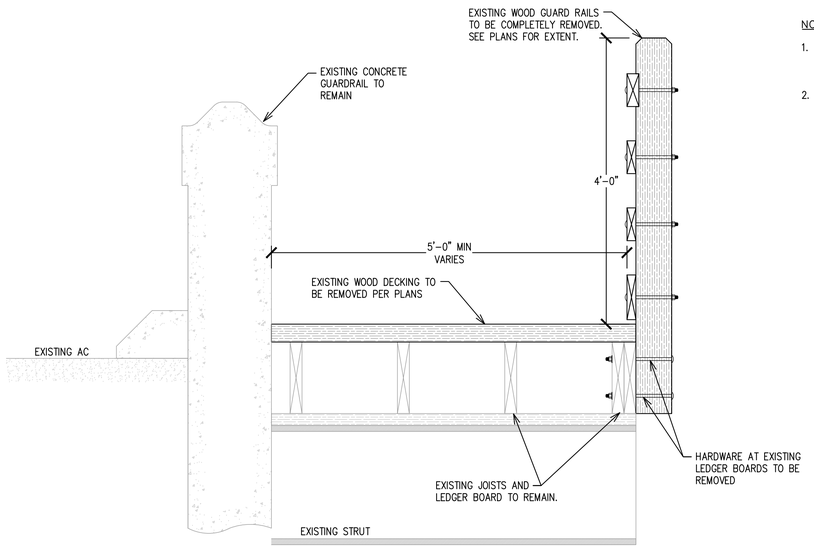



NOTES:

1. ALL EXISTING HARDWARE SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR.
2. ALL EXISTING LUMBER NOTED FOR REMOVAL SHALL BE DISPOSED BY THE CONTRACTOR.

4 WEST SECTION - EXISTING DEMO 1"=1'-0"

WEST SECTION EX - 12 -

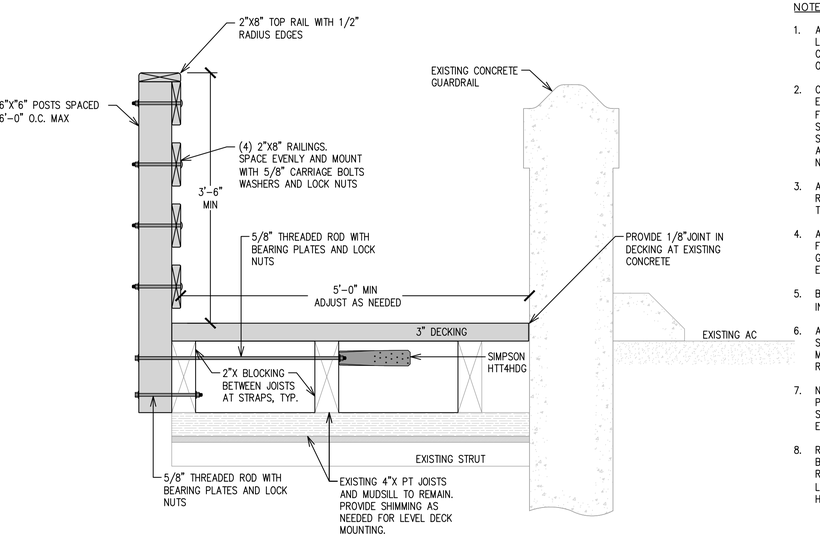



NOTES:

1. ALL EXISTING HARDWARE SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR.
2. ALL EXISTING LUMBER NOTED FOR REMOVAL SHALL BE DISPOSED BY THE CONTRACTOR.

2 EAST SECTION - EXISTING DEMO 1"=1'-0"

EAST SECTION EX - 12 -

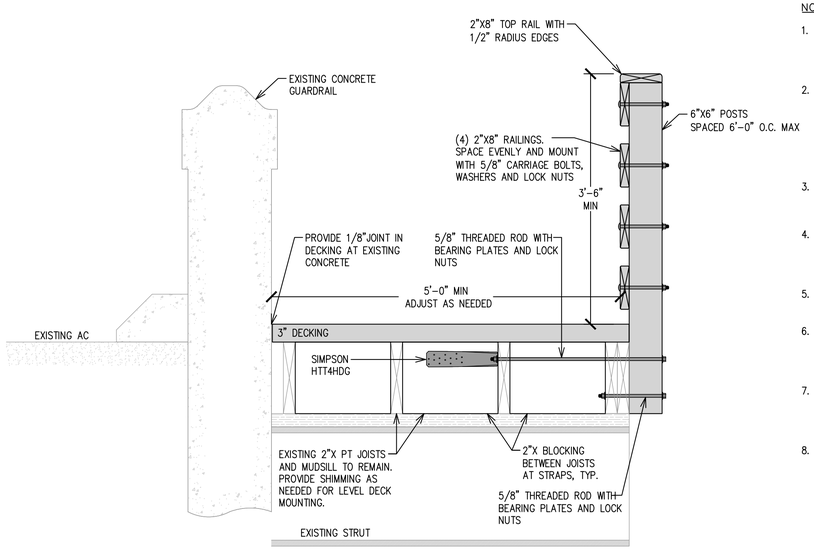



NOTES:

1. ALL DECKING, POSTS AND RAILING LUMBER SHALL BE REDWOOD CON-HEART OR BETTER AND FREE OR WARPING, SPLITTING OR KNOTS.
2. CONTRACTOR SHALL INSPECT ALL EXISTING STRUCTURAL WOOD FRAMING FOR ROT AND/OR SPLITTING AND BRING ANY STRUCTURAL DEFICIENCIES TO THE ATTENTION OF THE CITY PRIOR TO NEW FRAMING INSTALLATION.
3. ALL EXISTING HARDWARE SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR.
4. ALL NEW HARDWARE AND FASTENERS SHALL BE HOT-DIPPED GALVANIZED OR APPROVED EQUIVALENT.
5. BEARING PLATES, WHERE INDICATED, SHALL BE BP5/8HDG.
6. ALL STRUCTURAL HARDWARE SHALL BE INSTALLED PER MANUFACTURERS RECOMMENDATIONS.
7. NEW POSTS AND RAILING SHALL BE PRIMERED AND PAINTED SEMI-GLOSS WHITE TO MATCH EXISTING. 2 COATS MIN.
8. RAILINGS SHALL MEET CALIFORNIA BUILDING CODE GUARD RAIL REQUIREMENTS INCLUDING BUT NOT LIMITED TO LOADING/DEFLECTION, HEIGHT AND MAX. OPENING SIZE.

3 WEST SECTION - PROPOSED 1"=1'-0"

WEST SECTION EX - 12 -




NOTES:

1. ALL DECKING, POST AND RAILING LUMBER SHALL BE REDWOOD CON-HEART OR BETTER AND FREE OR WARPING, SPLITTING OR KNOTS.
2. CONTRACTOR SHALL INSPECT ALL EXISTING STRUCTURAL WOOD FRAMING FOR ROT AND/OR SPLITTING AND BRING ANY STRUCTURAL DEFICIENCIES TO THE ATTENTION OF THE CITY PRIOR TO NEW FRAMING INSTALLATION.
3. ALL EXISTING HARDWARE SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR.
4. ALL NEW HARDWARE AND FASTENERS SHALL BE HOT-DIPPED GALVANIZED OR APPROVED EQUIVALENT.
5. BEARING PLATES, WHERE INDICATED, SHALL BE BP5/8HDG.
6. ALL STRUCTURAL HARDWARE SHALL BE INSTALLED PER MANUFACTURERS RECOMMENDATIONS.
7. NEW POSTS AND RAILING SHALL BE PRIMERED AND PAINTED SEMI-GLOSS WHITE TO MATCH EXISTING. 2 COATS MIN.
8. RAILINGS SHALL MEET CALIFORNIA BUILDING CODE GUARD RAIL REQUIREMENTS INCLUDING BUT NOT LIMITED TO LOADING/DEFLECTION, HEIGHT AND MAX. OPENING SIZE.

1 EAST SECTION - PROPOSED 1"=1'-0"

EAST SECTION EX - 12 -

THE CITY OF HALF MOON BAY CALIFORNIA

# TYPICAL CROSS SECTIONS

MAIN STREET BRIDGE MAINTENANCE PROJECT PH01
HALF MOON BAY, CA

501 MAIN STREET
HALF MOON BAY
CA 94019
650-726-7177
hmbcity.com

REVISIONS

DATE 09/12/2025
SCALE AS SHOWN
DRAWN DL/JW
JOB NO. CIP NO. 1036
DWG
SHEET C3.2
OF SHEETS

REGISTERED PROFESSIONAL ENGINEER
MAZIAR BOZORGINIA
NO. 76723
CIVIL
STATE OF CALIFORNIA

APPROVED BY:
CITY OF HALF MOON BAY

MAZIAR BOZORGINIA
CITY ENGINEER

DATE

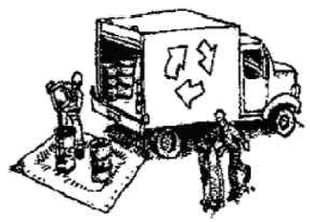
C:\Users\DAlexis\OneDrive - Half Moon Bay\PW Legacy\CIP\Bridges\Main Street Bridge\2024_Maintenance_Project\13_DWG\Sheets\Main Street Bridge 2024 Maintenance.dwg, Feb 04, 2025 - 3:54pm, DAlexis

SAN MATEO COUNTYWIDE
Water Pollution Prevention Program
Clean Water. Healthy Community.

# Construction Best Management Practices (BMPs)

Construction projects are required to implement the stormwater best management practices (BMP) on this page, as they apply to your project, all year long.

## Materials & Waste Management



**Non-Hazardous Materials**

- ❑ Berm and cover stockpiles of sand, dirt or other construction material with tarps when rain is forecast or if not actively being used within 14 days.
- ❑ Use (but don't overuse) reclaimed water for dust control.

**Hazardous Materials**

- ❑ Label all hazardous materials and hazardous wastes (such as pesticides, paints, thinners, solvents, fuel, oil, and antifreeze) in accordance with city, county, state and federal regulations.
- ❑ Store hazardous materials and wastes in water tight containers, store in appropriate secondary containment, and cover them at the end of every work day or during wet weather or when rain is forecast.
- ❑ Follow manufacturer's application instructions for hazardous materials and be careful not to use more than necessary. Do not apply chemicals outdoors when rain is forecast within 24 hours.
- ❑ Arrange for appropriate disposal of all hazardous wastes.

**Waste Management**

- ❑ Cover waste disposal containers securely with tarps at the end of every work day and during wet weather.
- ❑ Check waste disposal containers frequently for leaks and to make sure they are not overfilled. Never hose down a dumpster on the construction site.
- ❑ Clean or replace portable toilets, and inspect them frequently for leaks and spills.
- ❑ Dispose of all wastes and debris properly. Recycle materials and wastes that can be recycled (such as asphalt, concrete, aggregate base materials, wood, gyp board, pipe, etc.)
- ❑ Dispose of liquid residues from paints, thinners, solvents, glues, and cleaning fluids as hazardous waste.

**Construction Entrances and Perimeter**

- ❑ Establish and maintain effective perimeter controls and stabilize all construction entrances and exits to sufficiently control erosion and sediment discharges from site and tracking off site.
- ❑ Sweep or vacuum any street tracking immediately and secure sediment source to prevent further tracking. Never hose down streets to clean up tracking.

## Equipment Management & Spill Control



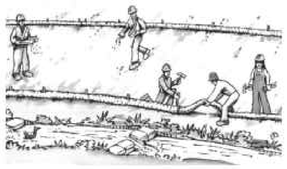
**Maintenance and Parking**

- ❑ Designate an area, fitted with appropriate BMPs, for vehicle and equipment parking and storage.
- ❑ Perform major maintenance, repair jobs, and vehicle and equipment washing off site.
- ❑ If refueling or vehicle maintenance must be done onsite, work in a bermed area away from storm drains and over a drip pan or drop cloths big enough to collect fluids. Recycle or dispose of fluids as hazardous waste.
- ❑ If vehicle or equipment cleaning must be done onsite, clean with water only in a bermed area that will not allow rinse water to run into gutters, streets, storm drains, or surface waters.
- ❑ Do not clean vehicle or equipment onsite using soaps, solvents, degreasers, or steam cleaning equipment.

**Spill Prevention and Control**

- ❑ Keep spill cleanup materials (e.g., rags, absorbents and cat litter) available at the construction site at all times.
- ❑ Inspect vehicles and equipment frequently for and repair leaks promptly. Use drip pans to catch leaks until repairs are made.
- ❑ Clean up spills or leaks immediately and dispose of cleanup materials properly.
- ❑ Do not hose down surfaces where fluids have spilled. Use dry cleanup methods (absorbent materials, cat litter, and/or rags).
- ❑ Sweep up spilled dry materials immediately. Do not try to wash them away with water, or bury them.
- ❑ Clean up spills on dirt areas by digging up and properly disposing of contaminated soil.
- ❑ Report significant spills immediately. You are required by law to report all significant releases of hazardous materials, including oil. To report a spill: 1) Dial 911 or your local emergency response number, 2) Call the Governor's Office of Emergency Services Warning Center, (800) 852-7550 (24 hours).

## Earthmoving



- ❑ Schedule grading and excavation work during dry weather.
- ❑ Stabilize all denuded areas, install and maintain temporary erosion controls (such as erosion control fabric or bonded fiber matrix) until vegetation is established.
- ❑ Remove existing vegetation only when absolutely necessary, and seed or plant vegetation for erosion control on slopes or where construction is not immediately planned.
- ❑ Prevent sediment from migrating offsite and protect storm drain inlets, gutters, ditches, and drainage courses by installing and maintaining appropriate BMPs, such as fiber rolls, silt fences, sediment basins, gravel bags, berms, etc.
- ❑ Keep excavated soil on site and transfer it to dump trucks on site, not in the streets.

**Contaminated Soils**

- ❑ If any of the following conditions are observed, test for contamination and contact the Regional Water Quality Control Board:
  - Unusual soil conditions, discoloration, or odor.
  - Abandoned underground tanks.
  - Abandoned wells
  - Buried barrels, debris, or trash.

## Paving/Asphalt Work



- ❑ Avoid paving and seal coating in wet weather or when rain is forecast, to prevent materials that have not cured from contacting stormwater runoff.
- ❑ Cover storm drain inlets and manholes when applying seal coat, tack coat, slurry seal, fog seal, etc.
- ❑ Collect and recycle or appropriately dispose of excess abrasive gravel or sand. Do NOT sweep or wash it into gutters.
- ❑ Do not use water to wash down fresh asphalt concrete pavement.

**Sawcutting & Asphalt/Concrete Removal**

- ❑ Protect nearby storm drain inlets when saw cutting. Use filter fabric, catch basin inlet filters, or gravel bags to keep slurry out of the storm drain system.
- ❑ Shovel, abosorb, or vacuum saw-cut slurry and dispose of all waste as soon as you are finished in one location or at the end of each work day (whichever is sooner!).
- ❑ If sawcut slurry enters a catch basin, clean it up immediately.

## Concrete, Grout & Mortar Application



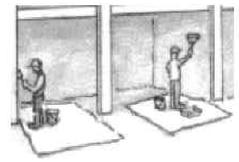
- ❑ Store concrete, grout, and mortar away from storm drains or waterways, and on pallets under cover to protect them from rain, runoff, and wind.
- ❑ Wash out concrete equipment/trucks offsite or in a designated washout area, where the water will flow into a temporary waste pit, and in a manner that will prevent leaching into the underlying soil or onto surrounding areas. Let concrete harden and dispose of as garbage.
- ❑ When washing exposed aggregate, prevent washwater from entering storm drains. Block any inlets and vacuum gutters, hose washwater onto dirt areas, or drain onto a bermed surface to be pumped and disposed of properly.

## Landscaping



- ❑ Protect stockpiled landscaping materials from wind and rain by storing them under tarps all year-round.
- ❑ Stack bagged material on pallets and under cover.
- ❑ Discontinue application of any erodible landscape material within 2 days before a forecast rain event or during wet weather.

## Painting & Paint Removal



**Painting Cleanup and Removal**

- ❑ Never clean brushes or rinse paint containers into a street, gutter, storm drain, or stream.
- ❑ For water-based paints, paint out brushes to the extent possible, and rinse into a drain that goes to the sanitary sewer. Never pour paint down a storm drain.
- ❑ For oil-based paints, paint out brushes to the extent possible and clean with thinner or solvent in a proper container. Filter and reuse thinners and solvents. Dispose of excess liquids as hazardous waste.
- ❑ Paint chips and dust from non-hazardous dry stripping and sand blasting may be swept up or collected in plastic drop cloths and disposed of as trash.
- ❑ Chemical paint stripping residue and chips and dust from marine paints or paints containing lead, mercury, or tributyltin must be disposed of as hazardous waste. Lead based paint removal requires a state-certified contractor.

## Dewatering



- ❑ Discharges of groundwater or captured runoff from dewatering operations must be properly managed and disposed. When possible send dewatering discharge to landscaped area or sanitary sewer. If discharging to the sanitary sewer call your local wastewater treatment plant.
- ❑ Divert run-on water from offsite away from all disturbed areas.
- ❑ When dewatering, notify and obtain approval from the local municipality before discharging water to a street gutter or storm drain. Filtration or diversion through a basin, tank, or sediment trap may be required.
- ❑ In areas of known or suspected contamination, call your local agency to determine whether the ground water must be tested. Pumped groundwater may need to be collected and hauled off-site for treatment and proper disposal.

**Storm drain polluters may be liable for fines of up to $10,000 per day!**

811 Know what's below. Call before you dig.

REGISTERED PROFESSIONAL ENGINEER
MAZIAR BOZORGINIA
NO. 76723
CIVIL
STATE OF CALIFORNIA

APPROVED BY:
CITY OF HALF MOON BAY

MAZIAR BOZORGINIA
CITY ENGINEER

DATE

THE CITY OF HALF MOON BAY CALIFORNIA

BEST MANAGEMENT PRACTICES
MAIN STREET BRIDGE MAINTENANCE PROJECT PH01
HALF MOON BAY, CA

501 MAIN STREET
HALF MOON BAY
CA 94019
650-726-7177
hmbcity.com

REVISIONS

DATE 09/12/2025
SCALE AS SHOWN
DRAWN DL/JW
JOB NO. CIP NO. 1036
DWG
SHEET C4.1
OF SHEETS

C:\Users\DMedeiros\OneDrive - Half Moon Bay\PW Legacy\CIP\Bridges\Main Street Bridge\2024_Maintenance_Project\11_DWG\Construction.dwg, Feb 04, 2025 - 3:12pm, DMedeiros

# MAIN STREET BRIDGE REPAIR

## HALF MOON BAY, CA

# REPAIR DOCUMENTS

### PROJECT TEAM

**OWNER**

CITY OF HALF MOON BAY
501 MAIN STREET
HALF MOON BAY CA 94019

**CONSULTANT**

ARCHITECTURAL RESOURCES GROUP CONSERVATION SERVICES, INC.
PIER 9, THE EMBARCADERO, SUITE 107
SAN FRANCISCO, CA 94111

**OWNER'S STRUCTURAL ENGINEER**

DALE LEDA, PE
ASSOCIATE ENGINEER
501 MAIN STREET
HALF MOON BAY CA 94019
(650) 435-8260

### INDEX OF DRAWINGS


**TITLESHEETS**

| | |
|---|---|
| T1.0 | COVER SHEET |
| T1.1 | GENERAL NOTES, ABBREVIATIONS AND SYMBOLS |

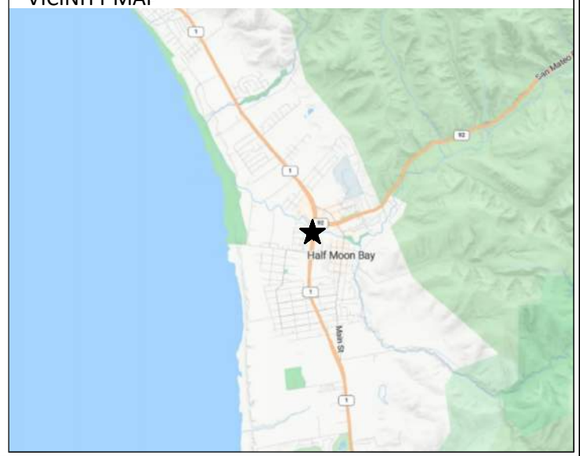
**ARCHITECTURAL**

| | |
|---|---|
| A2.00 | MAIN ST BRIDGE EAST WALL REPAIR SHEET |
| A2.01 | MAIN ST BRIDGE WEST WALL REPAIR SHEET |


### PROJECT LOCATION




### VICINITY MAP





ARG CONSERVATION SERVICES
Contractor License No. 799537
Pier 9, The Embarcadero . San Francisco, California
415.828.1452 | fax 415.422.5234 | www.argcs.com


| NO. | DESCRIPTION | DATE |
|---|---|---|
| REVISIONS | | |

MAIN STREET BRIDGE REPAIR

HALF MOON BAY, CALIFORNIA

COVER SHEET

ISSUANCE

DATE 09/02/2025

PROJ. NO. CS25033

DRAWN ARGCS

CHECKED

DRAWING NO.

T1.0

SHEET 1 OF

© ARG CONSERVATION SERVICES, INC.

11"x17" SHEET SIZE. IF SHEET SIZE IS SMALLER, THEN DRAWING HAS BEEN REDUCED.

## ABBREVIATIONS

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| & | AND | ENCL | ENCLOSURE | MH | MANHOLE | SND | SANITARY NAPKIN |
| ∠ | ANGLE | EP | ELECTRICAL PANEL | MIN | MINIMUM | | DISPENSER |
| @ | AT | EQ | EQUAL | MIR | MIRROR | SNR | SANITARY NAPKIN |
| ℄ | CENTERLINE | EQPT | EQUIPMENT | MISC | MISCELLANEOUS | | RECEPTACLE |
| ø | DIAMETER/ ROUND | EWC | ELECTRICAL WATER | MO | MASONRY OPENING | SPEC | SPECIFICATION |
| # | POUND OR NUMBER | | COOLER | MTD | MOUNTED | SQ | SQUARE |
| | PERPENDICULAR | EXIST | EXISTING | MUL | MULLION | SSD | SEE STRUCTURAL |
| | | EXP | EXPANSION | | | | DRAWINGS |
| ACOUS | ACOUSTICAL | EXPO | EXPOSED | N | NORTH | SSK | SERVICE SINK |
| ACT | ACOUSTIC CEILING | EXT | EXTERIOR | (N) | NEW | SST | STAINLESS STEEL |
| | TILE | | | NIC | NOT IN CONTRACT | STA | STATION |
| AD | AREA DRAIN | FA | FIRE ALARM | NOM | NOMINAL | STD | STANDARD |
| ADJ | ADJUSTABLE/ | FB | FUSE BOX | NTS | NOT TO SCALE | STL | STEEL |
| | ADJACENT | FBR BD | FIBER BOARD | | | STOR | STORAGE |
| AFF | ABOVE FINISHED | FBRGL | FIBERGLASS | OA | OVERALL | STRUC | STRUCTURAL |
| | FLOOR | FD | FLOOR DRAIN | OBS | OBSCURE | SUSP | SUSPENDED |
| AL | ALUMINUM | FDN | FOUNDATION | OC | ON CENTER | SV | SHEET VINYL |
| APPROX | APPROXIMATE | FE | FIRE EXTINGUISHER | OCC | OCCUPANCY OR | SYM | SYMMETRICAL |
| ARCH | ARCHITECTURAL | FEC | FE CABINET | | OCCUPANT(S) | | |
| ASB | ASBESTOS | FHC | FIRE HOSE CABINET | OD | OUTSIDE DIAMETER | T | TREAD |
| ASPH | ASPHALT | FIN | FINISH | OFCI | OWNER FURNISHED, | TB | TOWEL BAR |
| ATT | ATTACH | FLR | FLOOR | | CONTRACTOR | TCA | TILE COUNCIL OF |
| | | FLASH | FLASHING | | INSTALLED | | AMERICA |
| BD | BOARD | FLUOR | FLUORESCENT | OFOI | OWNER FURNISHED, | TEL | TELEPHONE |
| BITUM | BITUMINOUS | FND | FOUNDATION | | OWNER INSTALLED | TER | TERRAZZO |
| BLDG | BUILDING | FO | FACE OF | OFF | OFFICE | T&G | TONGUE & GROOVE |
| BLK | BLOCK | FOC | FACE OF CONCRETE | OPNG | OPENING | THK | THICK |
| BM | BEAM | FOF | FACE OF FINISH | OPP | OPPOSITE | TO | TOP OF |
| BOT | BOTTOM | FOM | FACE OF MASONRY | OSB | ORIENTED STRAND | TOC | TOP OF CURB |
| BUR | BUILT-UP ROOFING | FOS | FACE OF STUD | | BOARD | TOP | TOP OF PAVING |
| | | FOW | FACE OF WALL | PARA | PARALLEL | TOW | TOP OF WALL |
| CAB | CABINET | FP | FABRIC PANEL | PERP | PERPENDICULAR | TPD | TOILET PAPER |
| CB | CATCH BASIN | FPRF | FIREPROOF | PL | PLATE | | DISPENSER |
| CEM | CEMENT | FRP | FIBERGLASS | PLAM | PLASTIC LAMINATE | TR | TRASH RECEPTACLE |
| CER | CERAMIC | | REINFORCED PANEL | PLAS | PLASTER | TRD | TREAD |
| CG | CORNER GUARD | FS | FULL SIZE | PLYWD | PLYWOOD | TV | TELEVISION |
| CI | CAST IRON | FT | FOOT OR FEET | PR | PAIR | TYP | TYPICAL |
| CJ | CONTROL JOINT | FTG | FOOTING | PRCST | PRECAST | | |
| CLG | CEILING | FURR | FURRING | PT | PAINT | UNF | UNFINISHED |
| CLKG | CAULKING | FUT | FUTURE | PTD | PAPER TOWEL | UON | UNLESS OTHERWISE |
| CLO | CLOSET | | | | DISPENSER | | NOTED |
| CLR | CLEAR | GA | GAUGE | PTD/R | COMBINATION | UR | URINAL |
| CMU | CONCRETE | GALV | GALVANIZED | | PAPER TOWEL | | |
| | MASONRY UNIT | GB | GRAB BAR | | DISPENSER/ | VCT | VINYL COMPOSITION |
| CNTR | COUNTER | GL | GLASS | | RECEPTACLE | | TILE |
| CO | CLEANOUT OR | GLB | GLUE LAM BEAM | PTN | PARTITION | VERT | VERTICAL |
| | CONTRACTING | GND | GROUND | PTR | PAPER TOWEL | VEST | VESTIBULE |
| | OFFICER | GR | GRADE | | RECEPTACLE | VIF | VERIFY IN FIELD |
| COL | COLUMN | GSM | GALVANIZED SHEET | | | VP | VENEER PLASTER |
| COMP | COMPOSITION | | METAL | QT | QUARRY TILE | VTR | VENT THROUGH |
| CONC | CONCRETE | GYP | GYPSUM | | | | ROOF |
| COND | CONDITION | | | R | RISER | VW | VINYL |
| CONN | CONNECTION | HB | HOSE BIB | (R) | REMOVE | | WALLCOVERING |
| CONSTR | CONSTRUCTION | HC | HOLLOW CORE | RAD | RADIUS | | |
| CONT | CONTINUOUS | HDR | HEADER | RB | RUBBER BASE | W | WEST |
| CONTR | CONTRACTOR | HDWD | HARDWOOD | RD | ROOF DRAIN | W/ | WITH |
| COR | CONTRACTING | HDWE | HARDWARE | REC | RECESSED | WC | WATER CLOSET |
| | OFFICER'S | HGT | HEIGHT | REF | REFERENCE | WCV | WALLCOVERING |
| | REPRESENTATIVE | HM | HOLLOW METAL | REFG | REFRIGERATOR | WD | WOOD |
| CORR | CORRIDOR | HORIZ | HORIZONTAL | REHAB | REHABILITATE | WO | WHERE OCCURS |
| CPT | CARPET | HR | HOUR | REINF | REINFORCED | W/O | WITHOUT |
| CT | CERAMIC TILE | HGT | HEIGHT | REP | REPAIR | WP | WATERPROOF |
| CTG | CENTER | | | REQ | REQUIRED | WSCT | WAINSCOT |
| CTSK | COUNTERSINK | ID | INSIDE DIAMETER | RESIL | RESILIENT | WT | WEIGHT |
| | | INSUL | INSULATION | RES | RESTORE | | |
| DBL | DOUBLE | INT | INTERIOR | RF | REFINISH | | |
| DEMO | DEMOLITION | | | RGTR | REGISTER | | |
| DEPT | DEPARTMENT | JAN | JANITOR | FL | ROOF LEADER | | |
| DET | DETAIL | JC | JANITOR CLOSET | RM | ROOM | | |
| DETER | DETERIORATED | JT | JOINT | RO | ROUGH OPENING | | |
| DF | DRINKING FOUNTAIN | | | RWD | REDWOOD | | |
| | OR DOUGLAS FIR | KIT | KITCHEN | RWL | RAIN WATER | | |
| DIA | DIAMETER | | | | LEADER | | |
| DIM | DIMENSION | LAB | LABORATORY | | | | |
| DISP | DISPENSER | LAM | LAMINATE | S | SOUTH | | |
| DN | DOWN | LAV | LAVATORY | SALV | SALVAGE | | |
| DO | DOOR OPENING | LB | POUND | SC | SOLID CORE | | |
| DR | DOOR | LKR | LOCKER | SCD | SEAT COVER | | |
| DS | DOWNSPOUT | LN | LINOLEUM | | DISPENSER | | |
| DSP | DRY STANDPIPE | LT | LIGHT | SCHED | SCHEDULE | | |
| DTL | DETAIL | | | SD | SOAP DISPENSER | | |
| DWG | DRAWING | MAX | MAXIMUM | SECT | SECTION | | |
| DWR | DRAWER | MB | MACHINE BOLT | SH | SHELF | | |
| | | MC | MEDICINE CABINET | SHR | SHOWER | | |
| E | EAST | MDF | MEDIUM DENSITY | SHT | SHEET | | |
| (E) | EXISTING | | FIBERBOARD | SHTHG | SHEATHING | | |
| EA | EACH | MDO | MEDIUM DENSITY | SIM | SIMILAR | | |
| EJ | EXPANSION JOINT | | OVERLAY | SLD | SEE LANDSCAPE | | |
| EL | ELEVATION | MECH | MECHANICAL | | DRAWINGS | | |
| ELEC | ELECTRICAL | MEMB | MEMBRANE | SLR | SEALER | | |
| ELEV | ELEVATOR | MET | METAL | SMD | SEE MECHANICAL | | |
| EMER | EMERGENCY | MFR | MANUFACTURER | | DRAWINGS | | |

## DETAIL NUMBERING

THE NUMBERING SYSTEM USED FOR DETAILS ON THE DRAWINGS IS AS SHOWN IN THE FOLLOWING DIAGRAM.

| | | | |
|---|---|---|---|
| 12 | 9 | 6 | 3 |
| 11 | 8 | 5 | 2 |
| 10 | 7 | 4 | 1 |

WHEN MORE THAN ONE BLOCK IS USED FOR A SINGLE DETAIL, THE NUMBER OF THE BOTTOM LEFT CORNER NUMBERED BLOCK IS USED, THUS NUMBERS ARE ALWAYS IN THE SAME LOCATION ON THE SHEET.

## GENERAL NOTES

1. CONTRACTOR SHALL VERIFY THAT (E) CONDITIONS ARE AS INDICATED ON THE DRAWINGS. NOTIFY THE ARCHITECT IMMEDIATELY OF VARIATIONS OR DISCREPENCIES. DO NOT PROCEED WITH AFFECTED WORK UNTIL THE VARIATIONS OR DISCREPENCIES ARE RESOLVED BY THE ARCHITECT.
2. ALL CONSTRUCTION AND INSTALLATION WORK SHOWN ON DRAWINGS SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE CODES AND ORDINANCES. USE METHODS AS REQUIRED TO COMPLETE WORK WITHIN LIMITATIONS OF ALL PREVAILING LAWS AND CODES.
3. DO NOT SCALE DRAWINGS: USE DIMENSIONS SHOWN. ALL DIMENSIONS SHALL BE VERIFIED IN THE FIELD. DIMENSIONS SHOWN AT (E) CONDITIONS ARE TO FACE OF (E) FINISH. U.O.N. DIMENSIONS AT NEW WORK ARE TO FACE OF FRAMING, U.O.N. DIMENSIONS OF (E) CONDITIONS ARE FOR REFERENCE ONLY AND SHALL BE VERIFIED BY THE CONTRACTOR IN THE FIELD. WHERE NO DIMENSION IS PROVIDED CONSULT WITH THE ARCHITECT FOR CLARIFICATION BEFORE PROCEEDING WITH AFFECTED WORK.
4. SAFETY MEASURES: AT ALL TIMES THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE CONDITIONS AT THE JOB SITE, INCLUDING SAFETY OF PEOPLE AND PROPERTY. ARCHITECT SITE VISITS ARE NOT INTENDED TO REVIEW THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES.
5. INSTALL MANUFACTURED MATERIALS AND EQUIPMENT PER MANUFACTURER'S RECOMMENDATIONS AND INSTRUCTIONS, UNLESS OTHERWISE INSTRUCTED.
6. ALL WASTE AND REFUSE CAUSED IN CONNECTION WITH THE WORK SHALL BE REMOVED FROM THE PREMISES AND DISPOSED OF BY THE CONTRACTOR. THE PREMISES SHALL BE LEFT CLEAR AND CLEAN TO THE SATISFACTION OF THE ARCHITECT.
7. APPLICATION OF FINISH: SURFACES PREVIOUSLY PREPARED OR INSTALLED BY ANOTHER TRADE SHALL BE INSPECTED CAREFULLY BY THE CONTRACTOR BEFORE APPLYING SUBSEQUENT MATERIALS OR FINISHES. IF SURFACES ARE NOT ACCEPTABLE, THE ARCHITECT SHALL BE NOTIFIED IMMEDIATELY IN ORDER THAT CORRECTIONS MAY BE MADE. APPLICATIONS OF FINISHES WILL BE CONSTRUED AS ACCEPTANCE OF RESPONSIBILITY BY THE SUBCONTRACTOR FOR THE BASE UPON WHICH IT IS APPLIED.
8. INSTALL ALL WORK PLUMB, LEVEL AND STRAIGHT, OR AS REQUIRED TO ALIGN WITH (E) ADJACENT SURFACES.
9. CONTRACTOR SHALL DESIGN AND INSTALL SHORING AS REQUIRED TO PERFORM WORK. RESPONSIBILITY FOR ENGINEERING, CONSTRUCTION, AND SAFETY OF THE SHORING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
10. REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION. THE DRAWINGS AND SPECIFICATIONS ARE INTENDED TO BE COMPLEMENTARY. CONFLICTS BETWEEN VARIOUS ELEMENTS OF THE DRAWINGS, SPECIFICATIONS, NOTES AND DETAILS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT AND RESOLVED BEFORE PROCEEDING WITH WORK.
11. DETAILS SHOWN SHALL BE INCORPORATED INTO THE PROJECT AT ALL APPROPRIATE LOCATIONS WHETHER SPECIFICALLY CALLED OUT OR NOT.
12. THE CONTRACTOR MUST SUBMIT IN WRITING ANY REQUESTS FOR MODIFICATIONS TO THE PLANS AND SPECIFICATIONS. SHOP DRAWINGS SUBMITTED TO THE ARCHITECT FOR REVIEW DO NOT CONSTITUTE "IN WRITING" UNLESS IT IS CLEARLY NOTED ON THE SUBMITTAL THAT SPECIFIC CHANGES ARE BEING REQUESTED WITH THE PHRASE "REQUESTED CHANGE".
13. FINAL AS-BUILT RECORD DOCUMENTS SHOWING ALL REVISIONS INCORPORATED DURING CONSTRUCTION SHALL BE SUBMITTED TO THE ARCHITECT PRIOR TO PROJECT CLOSE-OUT.
14. THROUGHOUT THE CONSTRUCTION DOCUMENTS, ITEMS THAT ARE EXISTING ARE INDICATED AS "EXISTING" OR "(E)", ITEMS WITHOUT THIS INDICATION ARE NEW CONSTRUCTION. WHERE REQUIRED FOR PURPOSES OF CLARITY, SOME ITEMS MAY BE INDICATED AS "NEW OR "(N)".

### HAZARDOUS MATERIALS

ARCHITECTURAL RESOURCES GROUP ASSUMES NO RESPONSIBILITY FOR THE MANAGEMENT OF HAZARDOUS MATERIALS THAT MAY BE ON THIS SITE.

A. INVESTIGATIONS FOR HAZARDOUS MATERIALS HAVE BEEN PERFORMED BY SCA ENVIRONMENTAL. AN INITIAL REPORT WAS DONE IN 2003 AND ADDITIONAL LIMITED SAMPLING AND REPORTING WAS DONE IN APRIL 2023 FOLLOWING THE TREE COLLAPSE ONTO THE BUILDING TO ASSESS THE BUILDING MATERIALS THAT WERE DAMAGED. THE REPORTS ARE AVAILABLE UPON REQUEST FROM THE DEPARTMENT OF RECREATION AND PARKS.

B. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING THAT PERSONNEL WITHIN THE WORK AREA ARE PROTECTED FROM EXPOSURE TO ANY HAZARDOUS MATERIALS ENCOUNTERED. IF MATERIALS ARE DISCOVERED THAT MAY BE HAZARDOUS. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER AND CEASE WORK UNTIL CONDITIONS CAN BE MAINTAINED IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS.

### DEFFERRED SUBMITTALS

FALL PROTECTION SYSTEM
THE CONTRACTOR IS TO PROVIDE A PERMANENT, CAL/OSHA-COMPLIANT FALL PROTECTION SYSTEM DESIGN AT THE ROOF LEVEL AS A DEFERRED SUBMITTAL. DESIGN SHALL BE ENGINEERED BY A STRUCTURAL OR CIVIL ENGINEER LICENSED IN THE STATE OF CALIFORNIA.

## PROJECT DATA

PROJECT DESCRIPTION

CLEANING, AND REPAIR OF MAIN STREET BRIDGE. INCLUDING REMOVAL, REINSTALL, AND COATING OF PLAQUE.

## SYMBOL LEGEND

DOOR SYMBOL — 20 — DOOR NUMBER

WINDOW SYMBOL — 20 — WINDOW NUMBER

ALIGN SURFACES

ROOM TITLE SYMBOL — ENTRY / 112 — ROOM NAME / ROOM NUMBER

WALL TYPE SYMBOL — D — WALL TYPE

SHEET NOTE SYMBOL — 20 — SHEET NOTE NUMBER

INTERIOR ELEVATION OR PHOTO DETAIL SYMBOL — 1 / A3.1 — ELEVATION OR PHOTO DETAIL NUMBER; SHEET WHERE ELEVATION OR PHOTO DETAIL OCCURS

DETAIL SYMBOL — 2 / A8.1 — DETAIL NUMBER; SHEET WHERE DETAIL OCCURS

SECTION SYMBOL — A / A4.1 — SECTION NUMBER; SHEET WHERE SECTION OCCURS

NEW CONSTRUCTION

EXISTING CONSTRUCTION TO BE REMOVED

EXISTING CONSTRUCTION TO REMAIN

ARG CONSERVATION SERVICES
Contractor License No. 799537
Pier 9, The Embarcadero . San Francisco, California
415.828.1452 | fax 415.421.6234 | www.orgcs.com

| NO. | DESCRIPTION | DATE |
|---|---|---|

REVISIONS

# MAIN STREET BRIDGE REPAIR

HALF MOON BAY, CALIFORNIA

GENERAL NOTES, ABBREVIATIONS AND SYMBOLS

ISSUANCE

DATE 09/02/2025

PROJ. NO. CS25033

DRAWN ARGCS

CHECKED

DRAWING NO. T1.1

SHEET 1 OF

© ARG CONSERVATION SERVICES, INC.

11"x17" SHEET SIZE. IF SHEET SIZE IS SMALLER, THEN DRAWING HAS BEEN REDUCED.

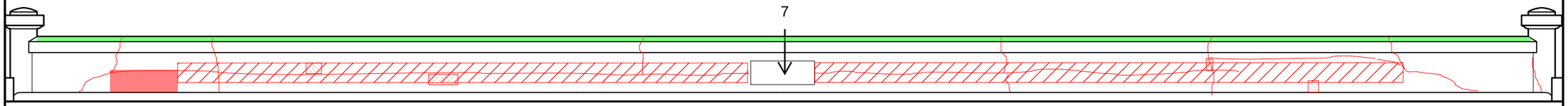
## GENERAL NOTES

1. OVERALL INITIAL CLEANING: CLEAN ALL CONCRETE AND CEMENT PLASTER SURFACES WITH HOT WATER RINSE. SEE SPECIFICATION 03 01 30.
2. PROTECT SURROUNDING LANDSCAPE AND KEEP RUNOFF FROM DEMO AND REPAIRS CONTAINED, DO NOT ALLOW ANY RUNOFF TO ENTER THE CREEK.
3. PROVIDE MOCK-UPS OF CONCRETE REPAIR & NEW CEMENT PLASTER FOR REVIEW BY CITY REPRESENTATIVE. REPEAT AS NECESSARY TO ACHIEVE APPROVAL BY CLIENTS REPRESENTATIVE AT NO CHARGE TO THE OWNER.
4. IF UNDOCUMENTED CONDITIONS ARE DISCOVERED UPON INSPECTION OR DURING REPAIRS, THE UNIT PRICE SHALL APPLY.
4. FINAL CLEANING: AFTER COMPLETING ALL CONCRETE AND PLASTER REPAIRS, RINSE OFF ALL CONCRETE AND PLASTER SURFACES WITH A WARM WATER RINSE AT LOW PRESSURE.
5. AFTER WORK: PREPARE, PRIME AND PAINT ALL PREVIOUSLY PAINTED SURFACES IN AREA OF WORK.

## KEYNOTE LEGEND

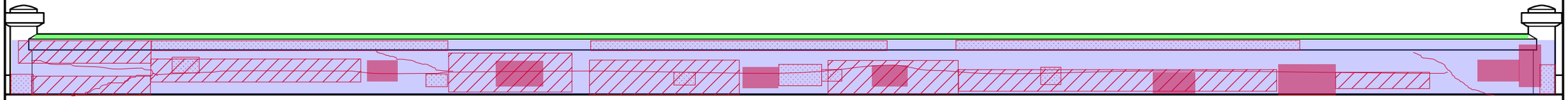
1. DELAMINATION, SAW CUT EDGE OF AFFECTED AREA BEFORE DEMO. OF LOOSE PLASTER.
2. MAJOR DAMAGE AND SPALLING, PATCH DEEP LOSSES IN CONCRETE WITH SPECIFIED MORTAR. ASSUME AN AVERAGE DEPTH OF ~6".
3. FAILED/LOOSE PLASTER, INSPECT AFFECTED AREA FOR LOOSE MATERIAL AND DEMO.
4. REPAIR CONCRETE CRACK WITH GROUT.
5. BIOLOGICAL GROWTH TO BE REMOVED WITH SPECIFIED CLEANER.
6. REMOVE ALL CEMENT PLASTER.
7. REMOVE AND PRESERVE PLAQUE DURING CONSTRUCTION, TO BE TREATED WITH A PROTECTIVE HOT WAX COATING APPLIED BY CONSERVATORS.

← NORTH




MAIN ST BRIDGE EAST WALL (STREET-FACING)

NORTH →



MAIN ST BRIDGE EAST WALL (SIDEWALK-FACING)

# HALF MOON BAY MAIN STREET BRIDGE WALL

SCALE: 3/16"=1'-0"

.DWG

ARG CONSERVATION SERVICES
Contractor License No. 799537
Pier 9, The Embarcadero . San Francisco, California
415.608.1432 | Fax 415.402.3424 | www.argcs.com

| NO. | DESCRIPTION | DATE |
|---|---|---|
| REVISIONS | | |

MAIN STREET BRIDGE REPAIR

HALF MOON BAY, CALIFORNIA

SHEET TITLE

MAIN ST BRIDGE EAST WALL REPAIR SHEET

ISSUANCE

DATE 09/02/2025

PROJ. NO. CS25033

DRAWN ARGCS

CHECKED

DRAWING NO.

A2.00

© ARG CONSERVATION SERVICES, INC.

11"x17" SHEET SIZE. IF SHEET SIZE IS SMALLER, THEN DRAWING HAS BEEN REDUCED.

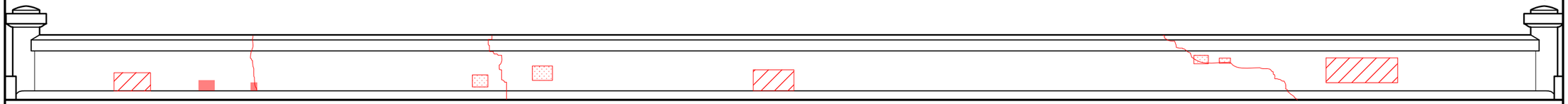
## GENERAL NOTES

1. OVERALL INITIAL CLEANING: CLEAN ALL CONCRETE AND CEMENT PLASTER SURFACES WITH HOT WATER RINSE. SEE SPECIFICATION 03 01 30.
2. PROTECT SURROUNDING LANDSCAPE AND KEEP RUNOFF FROM DEMO AND REPAIRS CONTAINED, DO NOT ALLOW ANY RUNOFF TO ENTER THE CREEK.
3. PROVIDE MOCK-UPS OF CONCRETE REPAIR & NEW CEMENT PLASTER FOR REVIEW BY CITY REPRESENTATIVE. REPEAT AS NECESSARY TO ACHIEVE APPROVAL BY CLIENTS REPRESENTATIVE AT NO CHARGE TO THE OWNER.
4. IF UNDOCUMENTED CONDITIONS ARE DISCOVERED UPON INSPECTION OR DURING REPAIRS, THE UNIT PRICE SHALL APPLY.
4. FINAL CLEANING: AFTER COMPLETING ALL CONCRETE AND PLASTER REPAIRS, RINSE OFF ALL CONCRETE AND PLASTER SURFACES WITH A WARM WATER RINSE AT LOW PRESSURE.
5. AFTER WORK: PREPARE, PRIME AND PAINT ALL PREVIOUSLY PAINTED SURFACES IN AREA OF WORK.

## KEYNOTE LEGEND

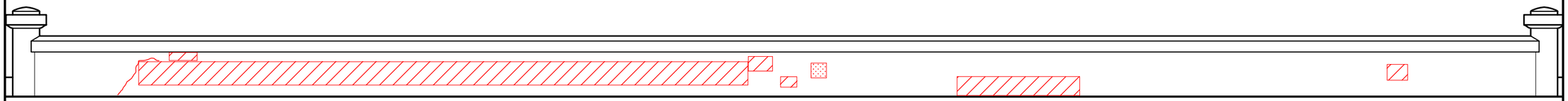
1. DELAMINATION, SAW CUT EDGE OF AFFECTED AREA BEFORE DEMO. OF LOOSE PLASTER.
2. MAJOR DAMAGE AND SPALLING, PATCH DEEP LOSSES IN CONCRETE WITH SPECIFIED MORTAR. ASSUME AN AVERAGE DEPTH OF ~6".
3. FAILED/LOOSE PLASTER, INSPECT AFFECTED AREA FOR LOOSE MATERIAL AND DEMO.
4. REPAIR CONCRETE CRACK WITH GROUT.
5. BIOLOGICAL GROWTH TO BE REMOVED WITH SPECIFIED CLEANER.
6. REMOVE ALL CEMENT PLASTER.
7. REMOVE AND PRESERVE PLAQUE DURING CONSTRUCTION, TO BE TREATED WITH A PROTECTIVE HOT WAX COATING APPLIED BY CONSERVATORS.

NORTH →



MAIN ST BRIDGE WEST WALL (STREET–FACING)

← NORTH



MAIN ST BRIDGE WEST WALL (SIDEWALK–FACING)

# HALF MOON BAY MAIN STREET BRIDGE WALL

SCALE: 3/16"=1'–0"

.DWG

ARG CONSERVATION SERVICES
Contractor License No. 799537
Pier 9, The Embarcadero . San Francisco, California
415.981.1431 | fax 415.401.3284 | www.argcs.com

NO. DESCRIPTION DATE
REVISIONS

MAIN STREET BRIDGE REPAIR

HALF MOON BAY, CALIFORNIA

SHEET TITLE
MAIN ST BRIDGE WEST WALL REPAIR SHEET

ISSUANCE

DATE
09/02/2025

PROJ. NO.
CS25033

DRAWN
ARGCS

CHECKED

DRAWING NO.
A2.01

© ARG CONSERVATION SERVICES, INC.

11"x17" SHEET SIZE. IF SHEET SIZE IS SMALLER, THEN DRAWING HAS BEEN REDUCED.

**HISTORIC RESOURCES EVALUATION REPORT**

**Main Street Bridge over Pilarcitos Creek Rehabilitation Project**
**Half Moon Bay, San Mateo County**

**Federal Project Number BHLS 5357 (010)**

PREPARED BY:

_____

Erica Schultz
Architectural Historian
Architectural Resources Group
Pier 9, The Embarcadero, Suite 107
San Francisco, CA 94111

REVIEWED BY:

_____

Helen Blackmore
Branch Chief, Architectural Historian
Office of Local Assistance
Caltrans, District 4

APPROVED BY:

_____

Helen Blackmore
Branch Chief, Architectural Historian
Office of Local Assistance
Caltrans, District 4

November 2019

## SUMMARY OF FINDINGS

The City of Half Moon Bay proposes to rehabilitate the Main Street Bridge (also known as the Pilarcitos Creek Bridge), which was constructed in 1900 over Pilarcitos Creek just north of the downtown area. In 2014, the bridge was listed in the National Register of Historic Places at the local level of significance under Criteria A, B, and C. The period of significance begins in 1900 when the bridge was completed and ends in 1955 with the construction of the Route 1 bypass to the west.

In April 2015, a Historic Resource Evaluation Report was prepared as part of the Main Street Bridge over Pilarcitos Creek Rehabilitation/Replacement Project (Federal Project Number BRLS 5357 [006]). Project alternatives included widening or replacing the bridge. The report complies with the First Amended Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation regarding compliance with Section 106 of the National Historic Preservation Act, as it pertains to the administration of the Federal-Aid Highway Program in California executed January 1, 2014 (Programmatic Agreement). The report also complies with the California Environmental Quality Act.

The 2015 Historic Resource Evaluation Report identifies historic properties within the Area of Potential Effects for Historic Architecture in accordance with Section 106 of the National Historic Preservation Act of 1966 as amended and the implementing regulations 36 Code of Federal Regulations Part 800. Four commercial properties within the Area of Potential Effects for Historic Architecture are exempt from formal evaluation pursuant to Stipulation VIII.C.1 and Attachment 4 of the Programmatic Agreement. The report concludes that the Main Street Bridge is the only historic property within the Area of Potential Effects for Historic Architecture.

This Historic Resource Evaluation Report was prepared to address the revised project alternative to rehabilitate the Main Street Bridge (Federal Project Number BHLS 5357 [010]). Relevant information from the 2015 Historic Resource Evaluation Report has been incorporated, the project description has been updated, and supplemental research has been conducted to understand the construction chronology the bridge. In particular, the structure originally had plain concrete barriers with rounded corners. Between the 1920s and 1942, the concrete barriers were altered with the addition of rounded caps and bollards at each end. Based on the additional research completed for this report, it remains unknown precisely when the concrete barriers were altered within the twenty-year timespan.

This report also identifies the character-defining features of the bridge. The analysis concludes that the board-form concrete, filled arch with concrete wing-walls and the braided steel and hemp cables embedded in the structure are character-defining features, since the bridge derives its primary significance under Criterion C as an early experimentation with reinforced concrete. The majority of the remaining features were identified as historic fabric and contribute to the structure's significance under Criterion A for providing a key point of access to Half Moon Bay until 1955 and Criterion B for its association with local merchant Joseph W. Debenedetti. The proposed project includes the replacement of the existing concrete barriers with a design based on the original barriers completed in 1900. This alteration would reflect the bridge's

primary significance under Criterion C of the National Register of Historic Places. The application of the cap and bollards to the barriers in the early twentieth century, although visible to the public and completed within the period of significance, does not appear to have been a significant event at the time. It is not recorded in historic newspaper articles nor is it discussed in local histories of Half Moon Bay. Accordingly, the cap and bollards are identified as historic fabric of the bridge.

## TABLE OF CONTENTS

**1. PROJECT DESCRIPTION ..... 1**
Introduction ..... 1
Project Description ..... 2
Area of Potential Effects (APE) ..... 2
**2. RESEARCH METHODS ..... 3**
**3. HISTORIC CONTEXT ..... 4**
**4. FIELD METHODS ..... 11**
**5. DESCRIPTION OF CULTURAL RESOURCE ..... 11**
**6. SIGNIFICANCE OF CULTURAL RESOURCE ..... 13**
Statement of Significance ..... 13
Integrity Assessment ..... 13
Period of Significance ..... 14
Character-Defining Features ..... 14
**7. FINDINGS AND CONCLUSIONS ..... 15**
**8. REFERENCES CITED ..... 15**
**9. PREPARER'S QUALIFICATIONS ..... 16**

**EXHIBITS**

**Exhibit 1. Project Maps**
Map 1. Study Vicinity Map
Map 2. Study Location Map
Map 3. Area of Potential Effects Map

**Exhibit 2. Historic Images**

**Exhibit 3. National Register of Historic Places Registration Form**

## 1. PROJECT DESCRIPTION

### Introduction

In April 2015, the Historic Resources Evaluation Report (HRER) for the Main Street Bridge over Pilarcitos Creek Rehabilitation/Replacement Project (Federal Project Number BRLS 5357[006]) was reviewed and accepted by California Department of Transportation (Caltrans) Professional Qualified Staff (PQS). At that time, project alternatives included widening or replacing the existing bridge. The report complies with the First Amended Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation regarding compliance with Section 106 of the National Historic Preservation Act, as it pertains to the administration of the Federal-Aid Highway Program in California executed January 1, 2014 (Programmatic Agreement). The report also complies with the California Environmental Quality Act (CEQA).

The 2015 HRER concludes that the Main Street Bridge (also known as the Pilarcitos Creek Bridge) is the only historic property located within the Area of Potential Effects (APE) for Historic Architecture.[1] The bridge was constructed in 1900 and was listed in the National Register of Historic Places (National Register) in April 2014.[2] The four commercial properties within the APE for Historic Architecture are exempt from further review under Stipulation VIII.C.1 and Attachment 4 of the 2014 Programmatic Agreement.

The replacement of the bridge is no longer considered a viable option. In June 2017, the scope of the National Environmental Policy Act (NEPA) Routine Environmental Assessment (EA) document was updated to address an updated build alternative to rehabilitate the bridge (Federal Project Number BHLS 5357 [010]).[3] Caltrans, acting as the lead agency under the assigned authority of the Federal Highway Administration (FHWA), is providing project oversight as federal funds are involved. This report is consistent with Caltrans responsibilities under the Programmatic Agreement.[4] At the request of Caltrans PQS, this HRER was prepared to incorporate pertinent information from the 2015 HRER, to update the project description, and to provide additional information on the construction history and character-defining features of the bridge. This report will inform the Assessment of Effects once the project description has been finalized.

---

[1] Ward Hill, "Historic Resource Evaluation Report, Main Street Bridge Rehabilitation/Replacement Project, City of Half Moon Bay, San Mateo County, Federal Project Number BRLS 5357(006)," reviewed and approved by Noah M. Stewart, Principal Architectural Historian, Office of Local Assistance, Caltrans, District 4, April 2015.

[2] David E. Eblovi, National Register of Historic Places Registration Form for Pilarcitos Creek Bridge (Main Street Bridge, CA 0035C-25), Half Moon Bay, San Mateo County, California, prepared in October 2013, listed in April 2014, National Register Reference Number 14000110.

[3] Tom Holstein, Environmental Branch Chief, Office of Local Assistance, letter re: BHLS—5357 (010) Main Street Over Pilarcitos Creek, to Ray Razavi, City of Half Moon Bay, June 21, 2017.

[4] Hill, "Historic Resource Evaluation Report," 1.

**Project Description**
The preliminary rehabilitation scope, as agreed upon with Caltrans' Local Assistance, includes:

1) Stabilizing and repairing the spandrel walls above the arch, which show signs of separation between the walls and the concrete arch. Restoring concrete cross sections at unconsolidated concrete and "rock pockets" using formwork with non-shrink grout. Injecting cracks with epoxy to restore continuity to the concrete section. Stabilizing and repairing or replacing wing-walls, which have settled and deflected badly and show major signs of cracking and deterioration. Apply a matte acrylic emulsion coating to replicate the original white wash coating and avoid using a shiny anti-graffiti coating.

2) Completing a seismic retrofit by installing large diameter piles at both ends of the existing arch pile caps. Installing concrete pile cap extensions and scour protection in front of the existing arch pile caps. Post-tensioning the new pile caps to the existing pile caps. Install a new concrete bridge deck above the existing arch supported on new pile foundations. Raising roadway approaches to bridge to provide vertical separation between existing arch and new bridge deck.

3) Replacing the concrete roadway barriers with a design based on the original barriers completed in 1900. Replacing existing steel railings at ends of concrete roadway barrier with new crash cushions at each end of barriers, required to meet roadway safety standards. Realigning sidewalks to provide clearance for wider crash cushions.

4) Replacing existing timber sidewalks and steel supports with concrete decks and modifying the width, grading, and approaches at the existing sidewalks to meet ADA requirements.

5) Realigning the horizontal curve on the north approach.

6) Installing rock rip-rap in the creek bed beneath the bridge and approximately 30 feet upstream and downstream to stabilize the creek bed and banks from scour.

7) Installing a viewing area northwest of the bridge to provide a viewpoint of the original concrete arched bridge with interpretive plaques.

**Area of Potential Effects (APE)**
The APE for Historic Architecture is defined as follows:

Construction of the project will require minor amounts of additional right-of-way and/or construction easements from several adjacent parcels. However, no buildings or other structures will be impacted. The APE for Historic Architecture was delineated to include the bridge and the existing right-of-way within the project limits, plus the entire parcel

for each property from which right-of-way and/or construction easements will be required.[5]

The APE map is appended as Exhibit 1, Map 3.

## 2. RESEARCH METHODS

In 2015, architectural historian Ward Hill undertook the following background research in support of the initial HRER:

> Sources consulted for the report prior to fieldwork include the following: *Historic Property Date File for San Mateo County* (April 2013); *National Register of Historic Places* (United States Department of Interior 1991 and California Office of Historic Preservation updates to April 2006), *California Inventory of Historic Resources* (CAL/OHP 1976), *California Historical Landmarks* (CAL/OHP 2000) and *California Points of Historical Interest* (1992), and *The Half Moon Bay Historic Resources Inventory* (1980).
>
> Additional research focused on the history of Half Moon Bay and the project area. A variety of sources and methods were used in researching the report. Archives and libraries consulted included the following: Natural Resources Library Map Room and the Bancroft Library, University of California, Berkeley; the Half Moon Bay Planning and Building departments; and the San Mateo County Historical Society Archives, Redwood City, California. Mr. Hill also contacted Marina Fraser of the Spanishtown Historical Society regarding the building at 315 Main Street.
>
> The Main Street Bridge Rehabilitation/Replacement Project team has been engaged in environmental scoping activities during 2013 and 2104. During this process, several organizations requested to be consulted with regarding the undertaking per Section 106 of the NHPA, including Historic Bridge Foundation, Half Moon Bay History Association, Spanishtown Historical Society, and Committee for Green Foothills. Caltrans and the City of Half Moon Bay have agreed to these requests.[6]

In 2019, supplemental research was undertaken for this HRER to augment the construction history of the bridge in the National Register Registration Form. The following tasks were completed to obtain construction drawings, photographs, newspaper articles, or other documents to determine when and why the alteration to the concrete barriers occurred between the 1920s and 1942:

- Completed in person research at the San Mateo County History Museum Archives (Redwood City) and Cañada College Library (Redwood City).

[5] Hill, "Historic Resource Evaluation Report," 1.
[6] Ibid.

- Corresponded with staff or volunteers with the Half Moon Bay History Association, Half Moon Bay Library, San Mateo County Department of Public Works, San Mateo County Board of Supervisors, and San Mateo County Genealogical Society.[7]

- Reviewed catalogs, finding aids, and digital collections of the Santa Clara University Archives and Special Collections, History San Jose, San Jose Public Library California Room, San Jose State University Special Collections and Archives, Sourisseau Academy (San Jose), San Francisco Public Library History Center, Stanford University, University of California libraries, The Bancroft Library, California Historical Society North Baker Research Library (San Francisco), and California State Library and Archives (Sacramento).

- Reviewed secondary sources on the history of Half Moon Bay, including June Morrall, *Half Moon Bay Memories: The Coastside's Colorful Past* (1978); Kathryn Gualtieri, *Half Moon Bay: The Birth of a Coastside Town* (1988); Kathleen Manning and Jerry Crow, *Half Moon Bay* (2004); and Michael N. Orange, *Half Moon Bay: Historic Coastside Reflections* (2006).[8]

- Conducted a search of digital repositories, including Newspapers.com, California Digital Newspaper Collection, *San Francisco Chronicle* Historical Database, Online Archive of California, Calisphere, Internet Archive, Avery Index to Architectural Periodicals, and United States Geological Society (USGS) EarthExplorer.

A compilation of historic images of the Main Street Bridge is included in Exhibit 2.

## 3. HISTORIC CONTEXT

The following historic context for the project area has been excerpted from the 2015 HRER and for the Main Street Bridge has been excerpted from the 2014 National Register Registration Form; both contexts have been lightly edited for the purposes of this report.

*Spanish and Mexican Period*

The Spanish government formally established Mission San Francisco de Asis (also known as Mission San Francisco Dolores for its location on Arroyo de los Dolores) on October 9, 1776, the sixth of the twenty-one missions founded in California. During the Spanish period, the project area would have been under the jurisdiction of the missions, which developed two rancherias (or assistancias) in San Mateo County during the early nineteenth century. Between 1785 and 1786, the padres also built an agricultural outpost on the site of an Indian village in the San Pedro Valley (today's Linda Mar district in Pacifica), just southwest of the San Francisco Bay's

[7] Coordination with the San Mateo County Public Works Department to locate the construction drawing of the resigned barriers is ongoing.

[8] June Morrall, *Half Moon Bay Memories: The Coastside's Colorful Past* (El Granada, CA: Moonbeam Press, 1978); Kathryn Gualtieri, *Half Moon Bay: The Birth of a Coastside Town* (Half Moon Bay, CA: Spanishtown Historical Society, 1988); Kathleen Manning and Jerry Crow, *Half Moon Bay*, Images of America (Charleston, SC: Arcadia, 2004); and Michael N. Orange, *Half Moon Bay: Historic Coastside Reflections* (Half Moon Bay, CA: Historic Reflections and Publications, 2006).

discovery site. The chapel here was known as San Pedro. At one point, with 2,760 yards of fencing erected, the padres had thirty-six acres of wheat and nine acres of corn under cultivation.[9] In 1793, an adobe was built in what is today San Mateo near El Camino Real for an agricultural settlement; this farming outpost had 200 acres under cultivation and 30 mission-trained Indians tending crops, sheep, and cattle.[10]

Mexico became independent of Spain in 1821 but the missions were not secularized until 1833 to 1835. Mexican government granted six land grants from the original Mission Dolores land. The town of Half Moon Bay was within Rancho Arroyo de los Pilarcitos (later known as Rancho Miramontes) granted in 1841 to Candelario Miramontes. The grant was about one square league or 4,424 acres. Miramontes, who had been a soldier with a wife and thirteen children in the San Francisco Presidio, built a house on the south bank of Pilarcitos Creek.[11] Tiburcio Vasquez, who had received a 4,436-acre grant in 1839 for Rancho El Corral de Tierra north of Pilarcitos Creek, and Miramontes were co-founders of the village today known as Half Moon Bay. Vanquez built his house on the north side of Pilarcitos Creek across from the Miramontes house on the south side of the Creek.[12] Vasquez and Miramontes were the first Californios to settle at the present site of Half Moon Bay; both men were attracted by the fertile land and pleasant climate.[13] The town was originally named San Benito, then later as "Spanishtown" as more Mexican and Chilean workers moved to the area. By 1852, the town had about 85 residents almost all Spanish speaking.[14]

*Early American Period, 1850-1900*

In 1848, California became a United States territory following the Treaty of Guadalupe Hidalgo that ended the war with Mexico. California was not formally admitted as a state until 1850. The Gold Rush also began in 1848 and brought a massive influx of immigrants to California from all parts of the world. California's population of less than 14,000 (exclusive of Indians) in 1848 increased to 224,000 in four years. With the beginning of the American period, the population explosion resulting from the Gold Rush created a market for a wide range of agricultural products. As more and more gold seekers became discouraged with mining, they turned to farming as a livelihood. Farmers started to raise crops and livestock for sale, not just to be self-sufficient. During the 1850s, San Mateo had a number of dairies and horse farms. Redwood City was the area's major population center because it had a port on the Bay. Lumber milled in the surrounding Woodside hills to the west was shipped out of Redwood City (thus its namesake). San Mateo County was created in 1856 from the southern part of San Francisco County. The County was enlarged to the south by annexing part of Santa Cruz County in 1868.

---

[9] Mildred Brooke Hoover, Hero Eugene Rencsch, and Ethel Grace Rensch, eds., *Historic Spots in California*, 3rd ed., revised by William N. Abeloe (Stanford, CA: Stanford University Press, 2002), 394.
[10] Alan Hynding, *From Frontier to Suburb: The Story of the San Mateo Peninsula* (Belmont, CA: Star Publishing Company, 1982), 22.
[11] Kathryn Gualtieri, *Half Moon Bay: The Birth of a Coastside Town* (Half Moon Bay, CA: The Spanishtown Historical Society, 1988), 12.
[12] Gualtieri, *Half Moon Bay,* 14.
[13] Ibid.,11-13.
[14] Anne Bloomfield, "Structures on the Site of the Stone Pine Center Project, Half Moon Bay, California" (unpublished report, 1988), 1, reviewed by Ward Hill in 2015.

After the signing of the Treaty of Guadalupe Hidalgo, Congress ordered that Mexican land grants be approved to the United States Land Commission and be affirmed by the Courts. As early as 1853, the heirs of Candelario Miramontes began to sell off parts of the rancho although title was not finalized by the courts until 1860. Spanishtown was one of San Mateo County's earliest towns when the county was created in 1856.

In 1853, James Johnston became the first resident of Spanishtown of the Anglo American descent. Johnston and his family eventually purchased almost half of the original Rancho Miramontes. Later buyers included M.A. Halstead and Luis Ascension Gomez. Many new residents followed who became farmers, dairymen, lumbermen, and shopkeepers. The first public school opened in the 1850s in Purissima four miles south of Spanishtown. The Johnsons opened a second school near their house just south of Spanishtown. Surrounded on the north and east by steep mountains, the poor roads restricted the growth of Spanishtown. Early access to Spanishtown was primarily by water from two nearby landings: Denniston Land to the north at Pillar Point and Van Carp's Landing to the south near Miramontes Point. The landings also led to the development of a thriving fishing industry in the area. Later lumber, farm, and dairy products were shipped from the landings. By the end of the 1850s, English had replaced Spanish as the main language in Spanishtown.[15] In the next few decades, Half Moon Bay grew to rival the towns of San Mateo and Redwood City, the two earliest towns in the County on San Francisco Bay. The population of San Mateo County was 3,214 in 1860. Regular stagecoach service to the coast began in 1860. Stage lines provided transportation south to the towns of San Gregorio and Pescadero.[16]

By the 1860s agriculture (specifically growing grains, potatoes and hay) replaced ranching as the main form of livelihood around Half Moon Bay. M.A. Halsted erected a flourmill in 1860 in Spanishtown. In 1861, John Bidwell built the first hotel in Spanishtown.[17] In 1863, Estanislao Zaballa surveyed and laid out the original 25-block plat of Spanishtown (now downtown Half Moon Bay) south of Pilarcitos Creek. (The map was not legally recorded until 1884.) In 1866, the first brick building, housing a general store run by C.E. Kelly and R.L. Mattingly, was constructed on Main Street. By the 1860s, Mountain Road (following modern-day Highway 92) improved access from Spanishtown east over Cahill Ridge to the town of San Mateo. Construction of the road involved blasting immense cuts into the hillsides. The road was further improved as the Half Moon Bay and San Mateo Turnpike, a private toll road built by J.Q.A. Tilton in 1866. In 1868, Josiah Ames and James Byrnes built a third wharf near Half Moon Bay at what is today Miramar Beach.

During the 1870s, the San Mateo coast attracted people of many nationalities who started farms (row crops) and dairies. The county's population had doubled to 6,635 from 1860 to 1870. The Portuguese had a major presence in the dairy industry, but emigrants from the Eastern United States, Ireland, Germany, and Italy also moved to the area. In the 1870s, Spanishtown had four schools and a commercial center with a variety of businesses: blacksmith shops, general stores, wagon and plow making shops, a brewery, several saloons, a hotel, a bakery, a boarding house, a

[15] Gualtieri, *Half Moon Bay,* 20.
[16] Ibid., 39.
[17] Ibid., 31.

millinery and dress shop, a livery stable, a barber shop a harness shop, a drug store, a tine shop, shoe store and two freight lines.[18] In 1873, Frenchmen Fernand and Joseph Levy opened the Levy Brothers department store in a brick building constructed by Kelly and Mattingly. Levy Brothers became the county's first department store chain. Also in 1873, Edward Schubert established the Half Moon Bay Brewery, the first one on the San Mateo County coast. Spanishtown became known as Half Moon Bay in 1874. Spanishtown had two Catholic churches by the 1860s. The first Protestant church built in 1872, still survives at the corner of Miramontes and Johnston streets. The town's population grew to 500 to 600 in the late 1870s, the third largest town in the county and the main commercial center serving the coastal agricultural and ranching community. The town's geographic position at the end of the road from the coast to the main towns to the east and points north and south made Half Moon Bay a transportation crossroads.

The 1880s was a decade of optimism and growth in California. The coastal communities of San Mateo County largely did not benefit from the improved economic conditions because of their isolation caused by inadequate transportation: poor roads, no railroad transport, and inadequate harbor facilities. Farming and lumbering remained the main economic activities. The dairy industry was one area of significant expansion in the 1880s. A number of Italian-Swiss immigrants like Guilio Fanciola and Frank Madonna started successful dairies during this decade in the Pilarcitos Valley south of Half Moon Bay.[19] Dairy products became the county's leading cash export. Other aspects of the local agricultural economy struggled, however. The Half Moon Bay Flour Mill closed in 1882 due to bankruptcy. A hotel, stores, and several restaurants also closed in the commercial district. Only two buildings were constructed in Half Moon Bay during this decade. One prominent successful local entrepreneur was Robert Knapp who operated an expanding plow factory in Half Moon Bay.

By 1890, the population of the Bay Area lived primarily in urban areas; San Francisco had a population of 300,000 while the largely rural San Mateo County to the south had only about 10,000 people. Half Moon Bay, the only major town on the coast with a population of 700, had a land "boomlet" in the 1890s with a fifty-four-acre subdivision to the south by Joseph Debenedetti leading a group of local investors.[20] (Debenedetti would play a primary role in the construction of the Main Street Bridge.) The twenty-two five- to ten-acre lots in the subdivision (known as Spanishtown South) sold out in a year. The buyers developed the lots with both commercial and residential buildings.

The town's first newspaper *The Coast Advocate* also started in 1890. Other notable new developments in Half Moon Bay during the 1890s included two creameries (1893 and 1895) and the Portuguese I.D.E.S. hall where the annual Holy Ghost Festival was held beginning in 1898. The first electricity came to the town in 1893 and the telephone in 1897. San Mateo County's first reinforced concrete bridge was constructed over Pilarcitos Creek in 1900. The sixty-foot-long bridge replaced an unsafe wooden bridge in the same location on Main Street. In the early twentieth century, a number of new houses, in addition to the Bank of Half Moon Bay and the Mosconi Hotel, were constructed near Main Street.

[18] Bloomfield, "Structures," 2.
[19] Gualtieri, *Half Moon Bay,* 61.
[20] Ibid.*,* 68.

*American Period, 1900 to Present*

On May 18, 1905, the incorporation of the Ocean Shore Railroad Company (OSRC) brought Half Moon Bay its first real estate boom. The scheme was to link San Francisco with Santa Cruz by rail and open the entire San Mateo coast to real estate development. San Francisco businessman J. Harvey Downey led the OSRC plan to build an eight-mile rail down the rugged coastline, a considerable engineering challenge. The unstable topography included high cliffs 200 to 300 feet above the shoreline. The rail bed had to cut into steep hillsides. A 400-foot-long tunnel was constructed at Pedro Point opened out to a 700-foot-tall cliff. Tall railroad trestles had to be constructed over canyons and gullies.

The OSRC retained right-of-way grants to the railroad's station at 12th and Mission streets in San Francisco. Over 4,000 men worked on the rail line during early 1906. The April 1906 earthquake resulted in landslides at many points along the route, collapsed tunnels, and destruction of construction equipment.[21] Undaunted, the railroad promoters considered the 1906 earthquake as a boon to their real estate development plans. Because of the thousands of people fleeing San Francisco for the suburbs after the 1906 disaster, the population of San Mateo County increased significantly between 1906 and 1911. The County experienced the "biggest real estate boom it had ever seen," largely concentrated within the existing peninsula towns.[22] Despite significant damage to the railroad bed, building continued and the line opened to Moss Beach in 1907. Also in 1907, E.B. and A.L. Stone opened a quarry on Calera Creek near Rockaway Beach to supply limestone for San Francisco and materials for the OSRC track as the line extended southward.

Almost immediately, five communities were established along the OSRC rail line: Edgemar, Salada Beach (now Sharp Park), Brighton Beach, Vallemar, and San Pedro Terrace (Linda Mar), the beginnings of what would later become Pacifica. Later Montara, Moss Beach, Princeton, El Granada and Miramar were laid out south of Devil's Slide. At El Granada, the railroad hired nationally renowned architect D.H. Burnham to lay out a town and hotel resort which they pronounced the future "Coney Island of the West." One plan depicted Half Moon Bay as a resort city of 10,000 residents with a major hotel and golf course, similar to Santa Monica or Redondo Beach in Southern California.[23] The Arleta Park subdivision southwest of Half Moon Bay was laid out in 1906. The line to Half Moon Bay opened in 1908. By 1909, at least a dozen new subdivision maps had been filed for the San Mateo County coast. Lots in the new subdivisions along the OSRC route sold for $10 down and a $3 monthly payment.[24] The railroad promised coast side living with an easy commute to San Francisco. The dreams of large-scale residential development, however, never came to fruition. A few small houses for summer or weekend use were built in Salada and Rockaway Beach. Speculators who bought many lots went bankrupt; thus, few houses were actually built.[25] In addition to real estate development, the OSRC investors

[21] Frank M. Stanger, *South from San Francisco: San Mateo County, California: Its History and Heritage* (San Mateo, CA: San Mateo County Historical Association, 1963), 142.
[22] Hynding, *From Frontier to Suburb,* 112.
[23] Gualtieri, *Half Moon Bay,* 85.
[24] Jack R. Wagner, *The Last Whistle: Ocean Shore Railroad* (Berkeley, CA: Howell North Books, 1974), 47.
[25] Mitchell Postel, *Peninsula Portrait: An Illustrated History of San Mateo County* (Northridge, CA: Windsor Publications, Inc., 1988), 54.

hoped to transport produce from isolated farms and attract tourists for the scenic ride down the coast and rail travelers for the considerable more direct route from San Francisco to Santa Cruz.[26]

A section of the line was built north from Santa Cruz but the connection was never completed. While construction of the railroad along the San Mateo Coast made it all the way down to Tunitas Creek, a crucial 26-mile-long gap still existed between there and Swanton in Santa Cruz County. The OSRC went into receivership in 1911, but it continued to operate for another nine years. Some thought the railroad would have been a success if completed between San Francisco and Santa Cruz. The current problems with slides and flooding that plague Highway 1 today also undermined the OSRC, often closed during the winter for expensive repairs. Cars and trucks on improved roads also affected their business. The Ocean Shore Railroad ceased operation in October 1920.

The coming of the motorcar marked, however, the beginning of a new era for the Coastside. Improved roads brought an influx of weekend travelers. Real estate developers bought parcels owned by the Ocean Shore Land Company in anticipation of the construction of Highway 1. During this period, the reinforced concrete arch, closed spandrel Pilarcitos Creek Bridge was constructed on Highway 1 in 1900 to provide more reliable transportation connection to Main Street in downtown Half Moon Bay. The bridge was the first reinforced concrete bridge in San Mateo County. (Its design and construction is described below.)

In November 1915, Highway 1 from Colma to Half Moon Bay opened. Freight and passengers could be transported by motor vehicles now from San Francisco to Half Moon Bay. The road from Half Moon Bay to Santa Cruz County remained unpaved. In 1937, using Works Progress Administration (WPA) money, the scenic highway continued south from Half Moon Bay was completed to Carmel and Monterey. Highway commercial uses such as restaurants, gas stations, and beach shops proliferated in response to the traffic. The dreams though that Half Moon Bay would develop into a resort like Santa Monica never came to fruition, although it did incorporate in 1959.[27]

The northern part of the San Mateo County coast remained largely an agrarian area until after World War II and the beginning of the California postwar real estate boom. Thousands of new single-family houses were built in the late 1940s and early 1950s in Daly City near the boundary between San Mateo County and San Francisco. In the 1950s and 1960s, new subdivisions were built in the towns of Sharp Park, Vallemar, and Rockaway Beach.[28] The coastal area from Half Moon Bay to the south, however, continues to be largely farms or open space. Today Half Moon Bay has an area of 6.4 square miles and a population of just nearly 13,000 residents.[29] Today tourism generates the most revenue for Half Moon Bay, although the area still has a thriving flower nursery business.

[26] The railroad promoters indicated that the trip from San Francisco to Santa Cruz would take half the time (2.5 hours instead of 5 hours) compared to the Southern Pacific Railroad route through Watsonville.
[27] Gualtieri, *Half Moon Bay,* 91.
[28] Dema Savage, "The Land Called Pacifica," Friends of the Sanchez Adobe, Sanchez Adobe Historic Site: Historical Paper Number 1, 1983, 12, reviewed by Ward Hill in 2015.
[29] United States Census Bureau, "Quick Facts: Half Moon Bay city, California," accessed November 5, 2019, https://www.census.gov/quickfacts/halfmoonbaycitycalifornia.

*Main Street Bridge*
Curtis Tobey's first attempt at a reinforced concrete arch bridge, also designed for San Mateo County, was approved by the Board of Supervisors on September 6, 1898; but that bridge (the Bear Gulch Bridge) would not be started or completed until after the Main Street Bridge (Pilarcitos Creek Bridge) was already finished. The Bear Gulch Bridge is nearly identical in every way to the Main Street Bridge, with the only significant difference being the length and size of the span and arch. (It is a much smaller bridge.) Instead of being built in early 1899, the Bear Gulch Bridge Project languished after the contractor responsible for building the bridge declared that the "specifications were defective to such an extent that structure if built thereto would be utterly worthless."

While the County waffled on the Bear Gulch Bridge, Half Moon Bay businessman and County Supervisor Joseph Debenedetti reached out to Tobey, and together with County Surveyor Davenport Bromfield modified the Bear Gulch design to work over the Pilarcitos Creek in Half Moon Bay. The Board of Supervisors in San Mateo County approved the plans on December 18, 1899, listing Tobey as the architect and Bromfield as the engineer. In total three bridges of nearly identical design would be completed in the County in 1900-1901, the first and by far the largest of which was the Main Street Bridge, the second of which was the El Cerrito or San Mateo Creek Bridge (Second Crossing), and the last of which was the Bear Gulch Bridge.

The foundation of the Main Street Bridge was originally drawn with 32 timber piles on each end, each of which was to be 30 feet long. According to the as-built drawings, as well as the minutes of the May 7, 1900 San Mateo County Supervisors meeting, the plan was changed, with a total of 66 piles being used on each end. An additional ninety-five yards of concrete added to the foundations of the bridge as well.

According to archival records, the arched span extends sixty feet in width at the creek bed and consists of two spandrels and two internal ribs. Instead of the usual matrix of steel rebar laced throughout the concrete portions of the structure, tensioned cables run from the base of each arch across the arch to the base on the other side of the bridge. Fourteen cables also ran across the span, linking the tensioned cables running spanwise through the arch. Finally, at least eight threaded steel rods pass crosswise through the spandrels and ribs of the bridge in an additional attempt to place the structure under compression. At the attachment point of each rod there was an approximately eight-inch-square steel gusset plate that the rod passes through, and two large nuts, one to provide tension and the other acting as a jam nut.

By 1900, San Francisco was a booming industrial metropolitan center, one that also happened to be very hilly. The steep hills made for an interesting challenge, which was solved by the construction of several independent cable car lines, one of which was started by Leland Stanford and was known as the California Street Cable Car Company. One outgrowth of the engineering feat of the cable car system was the provision for the manufacture of very long high tensile strength braided steel cables. Andrew Hallidie is widely credited with adapting and evolving braided cable or wire rope into the formula used by cable cars: multi-stranded wire wrapped around a braided hemp core made up of far thinner hemp fibers.

Curtis Tobey used steel and hemp cables made by the California Street Cable Railroad as reinforcement for the concrete arch that comprises the Main Street Bridge. Tobey credits the reinforced-concrete design of the bridge in a 1947 article he authored for *Architect and Engineer* magazine to his observation of a wax candle and a "child's short stick of popular rock candy. In unsuccessful attempts to break the candle and the stick of candy I found that the wick embedded in the candle and the string in the stick of candy acted in tension to resist breakage, while the wax and candy reacted to compression, crushing under the breaking stress."

The Main Street Bridge provided the only access to the downtown section of Half Moon Bay and points south until the construction of the Route 1 bypass, which opened in August 1955.

## 4. FIELD METHODS

On March 18, 2014, Ward Hill conducted a field survey of the APE for Historic Architecture in support of the 2015 HRER. During this survey, all buildings and structures over 45 years old within the APE were documented in field notes and photographs.

In January 2019, a reconnaissance-level survey of the bridge was completed for this HRER and confirmed that the existing conditions of the Main Street Bridge documented in the National Register Registration Form have not changed. Photographs of the structure are included in the National Register Registration Form in Exhibit 3.

## 5. DESCRIPTION OF CULTURAL RESOURCE

The APE for Historic Architecture encompasses the Main Street Bridge and four commercial properties. The four properties are exempt from review under Stipulation VIII.C.1 and Attachment 4 of the Programmatic Agreement (Table 1).

Table 1. Architectural Resources within the APE Exempt from Evaluation

| APN | Address | Property Type | Construction Date | Exemption |
|---|---|---|---|---|
| 056-163-080 | 302 Main Street | Two-story, multi-unit commercial building | Between 1991 and 2002* | Property Type 2** |
| 056-165-080 | 315 Main Street | One-story commercial building with three storefronts | ca. 1930 | Property Type 3*** |
| 056-240-130 | none listed | Garage building | Between 1991 and 2002* | Property Type 2 |
| 056-391-010 | 20 Stone Pine Road | Two detached one-story, multi-unit commercial buildings | Between 1991 and 2002* | Property Type 2 |

*According to aerial photographs from 1991 and 2002 accessed through Google Earth.
**Property Type 2: buildings, structures, objects, districts, and sites less than 30 years old.
***Property Type 3: buildings, structures, objects, districts, and sites so altered as to appear less than 30 years old.

**Main Street Bridge**

*Physical Description*
The following description of the Main Street Bridge has been excerpted from the National Register Registration Form and lightly edited for the purposes of this report.[30]

> Half Moon Bay's Pilarcitos Creek Bridge continues in largely unaltered form to carry northbound and southbound vehicle and pedestrian traffic, as well as a vital city water main that supplies the southern half of the entire town. The bridge, approximately 80 feet in span and with a deck width of 24.3 feet and a total width of 32.3 feet, is a closed spandrel concrete arch with steel reinforcement throughout. The reinforcement for the concrete is comprised of 1.5-inch-diameter braided steel and hemp cable that had been previously used and then retired by the California Street Cable Car Company.
>
> [B]ased on as-built drawings, as well as the minutes of the May 7, 1900 San Mateo County Supervisors meeting, the [foundation] has a total of sixty-six piles installed at each end. From the abutment rises the arch span, sixty feet in width at the creek bed and consisting of two spandrels and two internal ribs. Instead of the usual matrix of steel rebar laced throughout the concrete portions of the structure, cables extend from the base of each arch across the arch to the base on the other side of the bridge. Fourteen cables extend across the span, linking the tensioned cables running spanwise through the arch. Finally, at least eight threaded steel rods that pass crosswise through the spandrels and ribs of the bridge to place the structure under compression. At the attachment point of each rod there was an approximately eight-inch-square steel gusset plate that the rod passes through, and two large nuts, one to provide tension and the other acting as a jam nut.
>
> The spandrels of the bridge extend upwards to act as the roadway barriers; each barrier is has smooth concrete walls with a rounded cap and bollard at each end. Wood walkways with plain wood railings and metal bracket supports extend along the east and west sides of the bridge. An original curbing extends the entire span of the bridge on the inside shoulder of the roadbed.

*Alterations*
The Main Street Bridge has been minimally altered since its construction in 1900. The concrete barriers originally had unadorned smooth concrete walls with rounded corners (see the images in Exhibit 2). Between 1920s and 1942, the concrete barriers were altered through the addition of rounded caps and bollards at each end. Based on the additional research completed for this report, it remains unknown precisely when the concrete barriers were altered within the twenty-year timespan. The update to the bridge is not recorded in historic newspaper articles nor is it discussed in local histories of Half Moon Bay. By 1942, the western wood walkway supported by steel brackets was added to the west side of the bridge and the dirt deck was paved. In 1991, the eastern wood walkway was added. Two contemporary streetlights have been installed at the north end of the bridge at an unknown date.

[30] Eblovi, National Register of Historic Places Registration Form, Section 7-10, pages 4-6.

## 6. SIGNIFICANCE OF CULTURAL RESOURCE

The following statement of significance and period of significance of the Main Street Bridge have been excerpted from the National Register Registration Form. The integrity assessment and list of character-defining features have been prepared for the HRER.

### Statement of Significance

The Main Street Bridge is listed in the National Register under Criteria A, B, and C. The following section provides a summary of its significance under these criteria.[31] For a detailed statement of significance, see Section 7 in the National Register Registration Form in Exhibit 3.

*National Register Criterion A*

> The Main Street Bridge is significant under Criterion A at the local level of significance because of its direct association with the development of the community of Half Moon Bay, as well as the coastal regions to the south of the town. It remains a classic example of the innovative and expansive approach to construction that San Mateo County took in an effort to meet the rapidly increasing demands on their transportation infrastructure at the dawn of the twentieth century.

*National Register Criterion B*

> [The bridge] is eligible under Criterion B at the local level of significance because the driving force behind the design and construction of the bridge was notable resident and businessman/politician Joseph W. Debenedetti.

*National Register Criterion C*

> The bridge is also eligible under Criterion C at the local level of significance as a distinct and extremely rare and early example of the use of prestressed reinforced concrete for spanning small to medium lengths, as designed by engineer and architect Curtis Tobey. The bridge is nominated under the Historic Highway Bridges of California Multiple Property Document as an eligible example of the Concrete Arch Bridge Type.

### Integrity Assessment

The Main Street Bridge retains integrity of materials, workmanship, and design as it has been minimally altered since its construction in 1900. It retains its distinctive board-form concrete, filled arch and concrete wing-walls. The braided steel and hemp cables and threaded steel rods also remain embedded in the structure. The original smooth concrete barriers remain, although their design was altered with the application of the rounded caps and bollards between the 1920s and 1942. By 1942, the road deck was paved and the western walkway was added; the eastern walkway followed in 1991. None of these additions to the bridge, however, physically altered the solid massing of the concrete arch spanning Pilarcitos Creek. Sections of the concrete have deteriorated as evident in cracks and spalling. However, this does not affect the overall appearance and design of the structure. The construction of adjacent buildings along Main Street ca. 1930 and in the 1990s have altered the setting; however, the addition of these buildings is compatible with Half Moon Bay's downtown area and the bridge's function to convey the community's main thoroughfare over the creek. Lastly, the bridge remains in its original location

[31] Eblovi, National Register of Historic Places Registration Form, Section 7-10, pages 8-9.

and alignment with Main Street. As such, it retains integrity of feeling, association, location, and setting.

**Period of Significance**
The period of significance spans from 1900 to 1955, corresponding with the construction of the structure in 1900 and concluding with the completion of the Route 1 bypass in 1955. During this period, "the bridge served as the only point of access to the town from the north."[32]

**Character-Defining Features**
This report also identifies the character-defining features of the bridge. The analysis concludes that the board-form concrete, filled arch with concrete wing-walls and the braided steel and hemp cables embedded in the structure are character-defining features of the bridge. They date to the original construction of the bridge and support the structure's primary significance under Criterion C as an early experimentation with reinforced concrete. The majority of the remaining features were identified as historic fabric and contribute to the structure's significance under Criterion A for providing a key point of access to Half Moon Bay until 1955 and Criterion B for its association with local merchant Joseph W. Debenedetti.

*Character-defining Features*

- Board-form concrete, filled arch with concrete wing-walls
- Braided steel and hemp cables extending along the base of the arch

*Historic Fabric*

- Threaded steel rods placed crosswise above the arch and held in place with steel gusset plates
- Timber piles underneath each abutment
- Smooth concrete barriers
- Rounded caps and bollards applied to the concrete barriers
- Rounded concrete curbs along the interior face of the barriers
- Western wood walkway with wood railing and steel bracket supports
- Paved road deck

[32] Eblovi, National Register of Historic Places Registration Form, Section 7-10, pages 6, 9.

## 7. FINDINGS AND CONCLUSIONS

The Main Street Bridge (Pilarcitos Creek Bridge), which was constructed in 1900 over Pilarcitos Creek just north of the downtown area, is the only historic property located within the APE for Historic Architecture for this project. The bridge is listed in the National Register of Historic Places at the local level of significance under Criteria A, B, and C. The period of significance begins in 1900 when the bridge was completed and ends in 1955 with the construction of the Route 1 bypass to the west.

Based on the analysis of character-defining features in Section 6, the board-form concrete, filled arch with concrete wing-walls and the braided steel and hemp cables embedded in the Main Street Bridge are character-defining features, since the structure derives its primary significance under Criterion C as an early experimentation with reinforced concrete. The majority of the remaining features were identified as historic fabric and contribute to the bridge's significance under Criterion A for providing a key point of access to Half Moon Bay until 1955 and Criterion B for its association with local merchant Joseph W. Debenedetti.

The proposed project includes the replacement of the existing concrete barriers with a design based on the original barriers completed in 1900. This alteration would reflect the bridge's primary significance under Criterion C. The redesign of the barriers, although visible to the public and completed within the period of significance, does not appear to have been a significant event at the time. Based on the additional research completed for this HRER, it remains unknown precisely when the concrete barriers were altered between the 1920s and 1942. The update to the bridge is not recorded in historic newspaper articles nor is it discussed in local histories of Half Moon Bay. Accordingly, the rounded cap and bollards are identified as historic fabric of the bridge.

## 8. REFERENCES CITED

California Department of Transportation (Caltrans). Division of Maintenance, Structure and Maintenance Investigations. Bridge Inspection Records Information System, Bridge Inspection Reports for Main Street Bridge over Pilarcitos Creek, 1941-2017.

Eblovi, David E. National Register of Historic Places Registration Form for Pilarcitos Creek Bridge (Main Street Bridge, CA 0035C-25), Half Moon Bay, San Mateo County, California. Prepared in October 2013. Listed in April 2014. National Register Reference Number 14000110.

Gualtieri, Kathryn. *Half Moon Bay: The Birth of a Coastside Town*. Half Moon Bay, CA: Spanishtown Historical Society, 1988.

Hill, Ward. "Historic Resource Evaluation Report, Main Street Bridge Rehabilitation/Replacement Project, City of Half Moon Bay, San Mateo County, Federal Project Number BRLS 5357(006)." Reviewed and approved by Noah M. Stewart, Principal Architectural Historian, Office of Local Assistance, Caltrans, District 4. April 2015.

Holstein, Tom. Environmental Branch Chief, Office of Local Assistance. Letter re: BHLS—5357 (010) Main Street Over Pilarcitos Creek, to Ray Razavi, City of Half Moon Bay. June 21, 2017.

Manning, Kathleen, and Jerry Crow. *Half Moon Bay*. Images of America. Charleston, SC: Arcadia, 2004.

Morrall, June. *Half Moon Bay Memories: The Coastside's Colorful Past*. El Granada, CA: Moonbeam Press, 1978.

Orange, Michael N. *Half Moon Bay: Historic Coastside Reflections*. Half Moon Bay, CA: Historic Reflections and Publications, 2006.

United States Census Bureau. "Quick Facts: Half Moon Bay city, California." Accessed November 5, 2019. https://www.census.gov/quickfacts/halfmoonbaycitycalifornia.

**Newspaper Articles**

"Handsome New Bridge for San Mateo County." *San Francisco Call*. February 4, 1900.

"Splendid New Bridge Over Pilarcitos Creek." *San Francisco Call*. October 8, 1900.

## 9. PREPARER'S QUALIFICATIONS

Erica Schultz is an Associate Architectural Historian/Preservation Planner with Architectural Resources Group (ARG). With over fourteen years of experience, she has conducted numerous technical studies and impact assessments for compliance with state and federal laws, including CEQA, NEPA, and Section 106 of the NHPA. She has extensive experience conducting archival research; preparing historic context statements, design guidelines, and Historic American Building Survey/Historic American Engineering Record (HABS/HAER) documentation; and conducting design reviews for compliance with the Secretary of the Interior's Standards for Rehabilitation. Additionally, Ms. Schultz has recorded and evaluated numerous urban, suburban, and rural residential, commercial, and industrial properties in a wide array of styles and contexts. Previous projects involving historic bridges include the Supplemental Architectural Resources Evaluation of the Watmaugh Road Bridge (Caltrans #20C0017) for Watmaugh Road Bridge Replacement Project in Sonoma County in 2016. She also authored the National Register Registration Form for the Tocaloma Bridge in Point Reyes National Seashore (Marin County), which was listed in the National Register in 2018. Ms. Schultz received an M.H.P. in historic preservation from the University of Maryland, College Park. She meets the Secretary of the Interior's Standards for architectural history and history.

Ward Hill, the author of the 2015 HRER, has been active in architectural history and historic building restoration since 1979. He holds a Master's of Architectural History from the University

of Virginia. In his work as an architectural historian, Mr. Hill has completed over a hundred historic architecture reports under Section 106 of the NHPA and CEQA.[33]

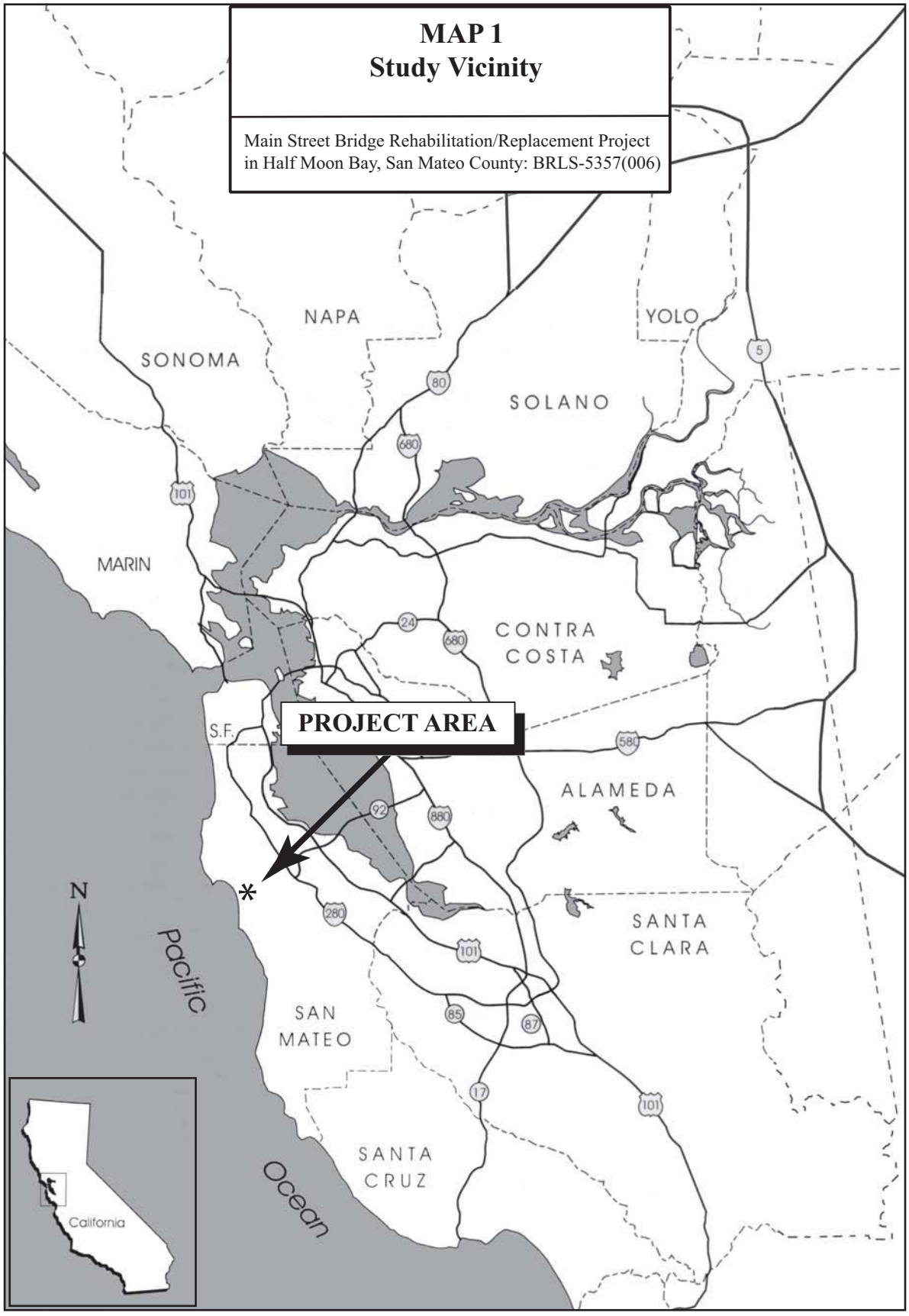
[33] Hill, "Historic Resource Evaluation Report," 14.

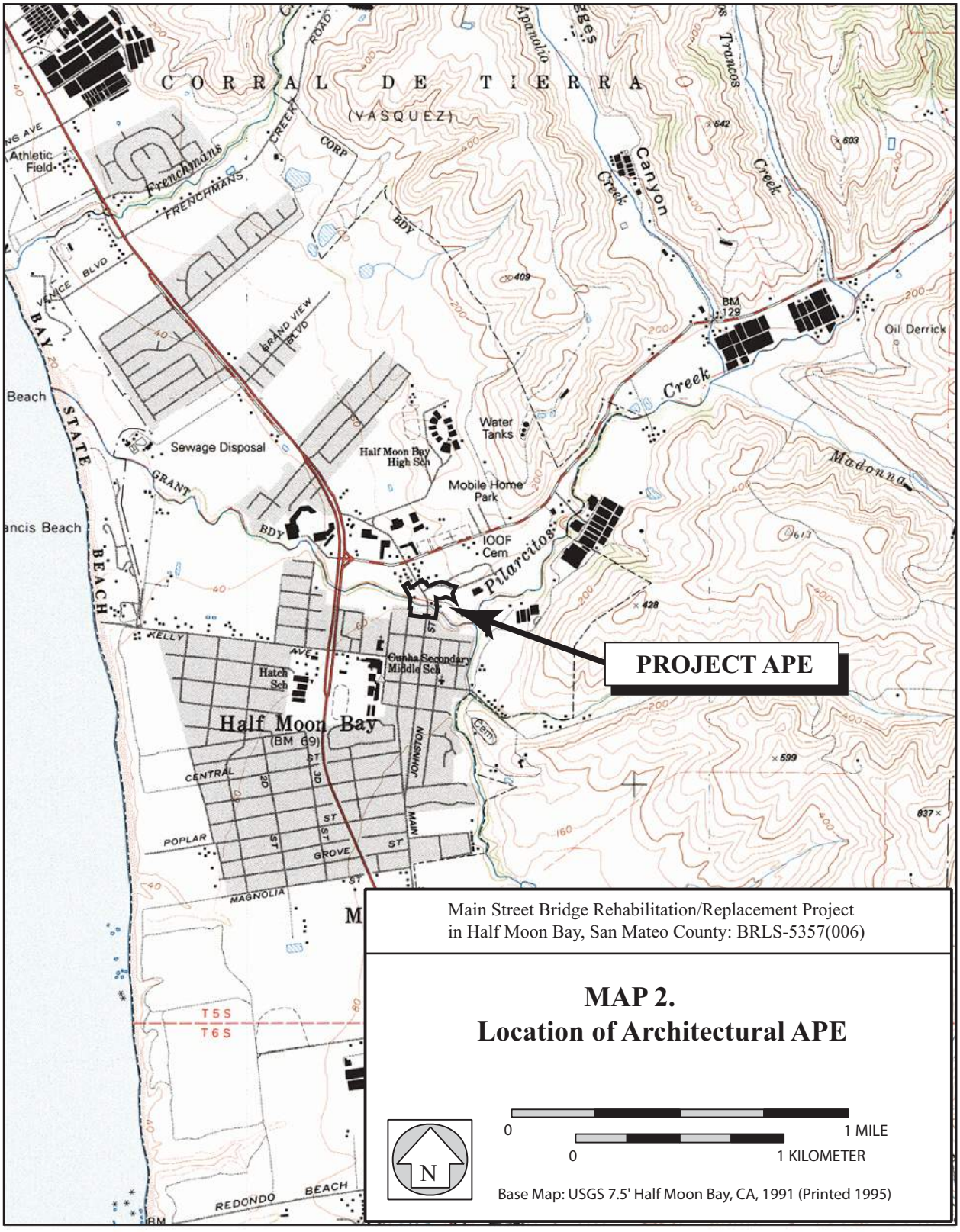
**Exhibit 1. Project Maps**

Map 1. Study Vicinity Map

Map 2. Study Location Map

Map 3. Area of Potential Effects Map


MAP 1
Study Vicinity
Main Street Bridge Rehabilitation/Replacement Project in Half Moon Bay, San Mateo County: BRLS-5357(006)
NAPA
YOLO
SONOMA
SOLANO
MARIN
CONTRA COSTA
PROJECT AREA
S.F.
ALAMEDA
SANTA CLARA
SAN MATEO
SANTA CRUZ
Pacific Ocean
N
California
5
80
680
101
24
580
92
880
280
85
87
17




Main Street Bridge Rehabilitation/Replacement Project
in Half Moon Bay, San Mateo County: BRLS-5357(006)

**MAP 2.**
**Location of Architectural APE**

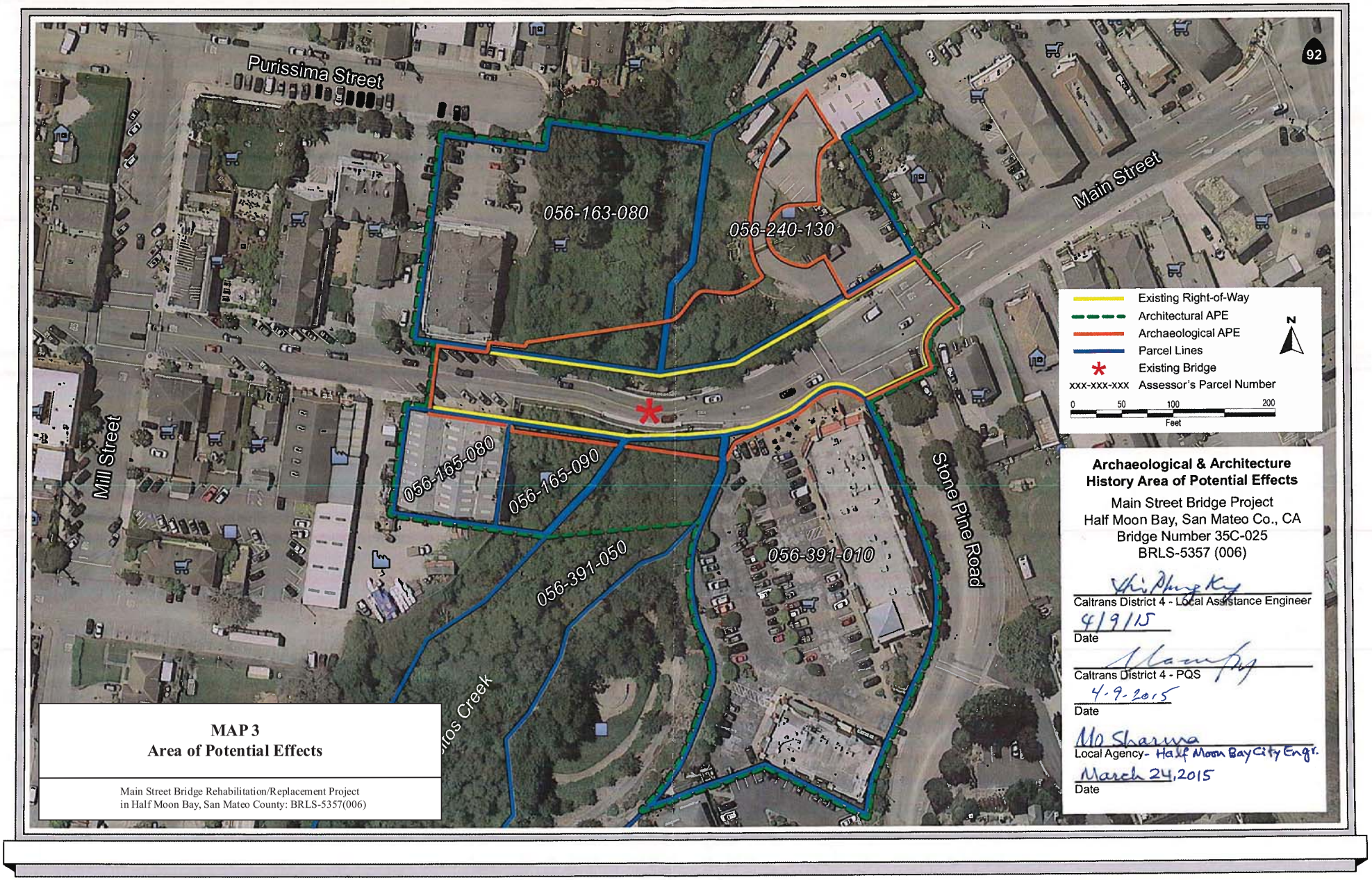
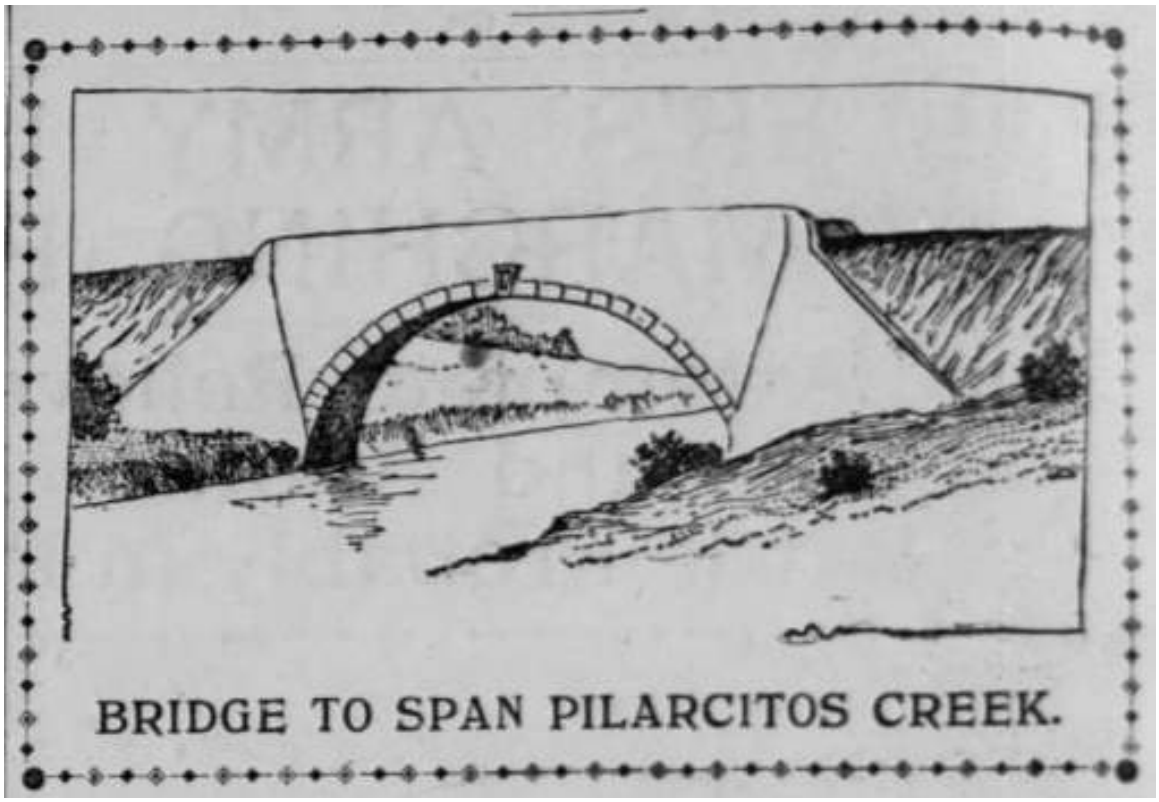
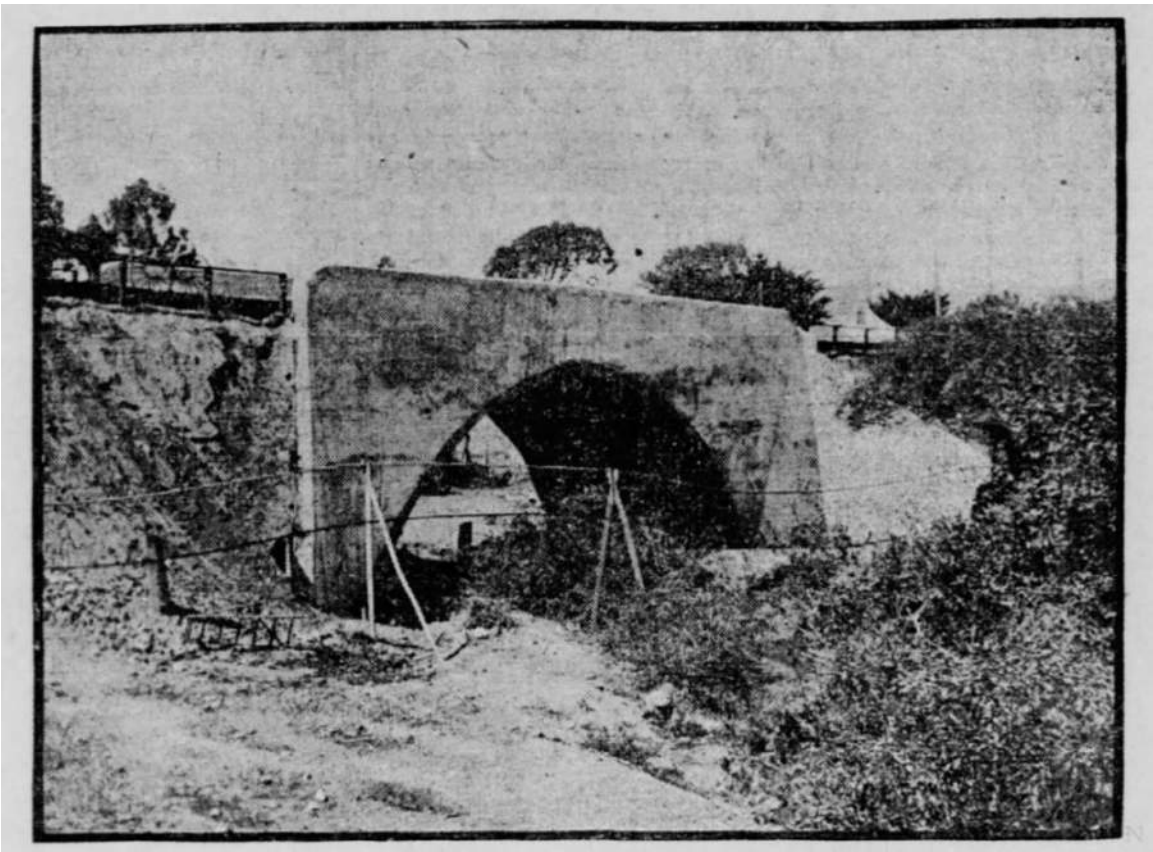

Purissima Street
Main Street
Mill Street
Stone Pine Road
92
056-163-080
056-240-130
056-165-080
056-165-090
056-391-050
056-391-010
Existing Right-of-Way
Architectural APE
Archaeological APE
Parcel Lines
Existing Bridge
xxx-xxx-xxx Assessor's Parcel Number
N
0 50 100 200
Feet
Archaeological & Architecture History Area of Potential Effects
Main Street Bridge Project
Half Moon Bay, San Mateo Co., CA
Bridge Number 35C-025
BRLS-5357 (006)
Caltrans District 4 - Local Assistance Engineer
4/9/15
Date
Caltrans District 4 - PQS
4-9-2015
Date
Local Agency- Half Moon Bay City Engr.
March 24, 2015
Date
MAP 3
Area of Potential Effects
Main Street Bridge Rehabilitation/Replacement Project
in Half Moon Bay, San Mateo County: BRLS-5357(006)

**Exhibit 2. Historic Images**

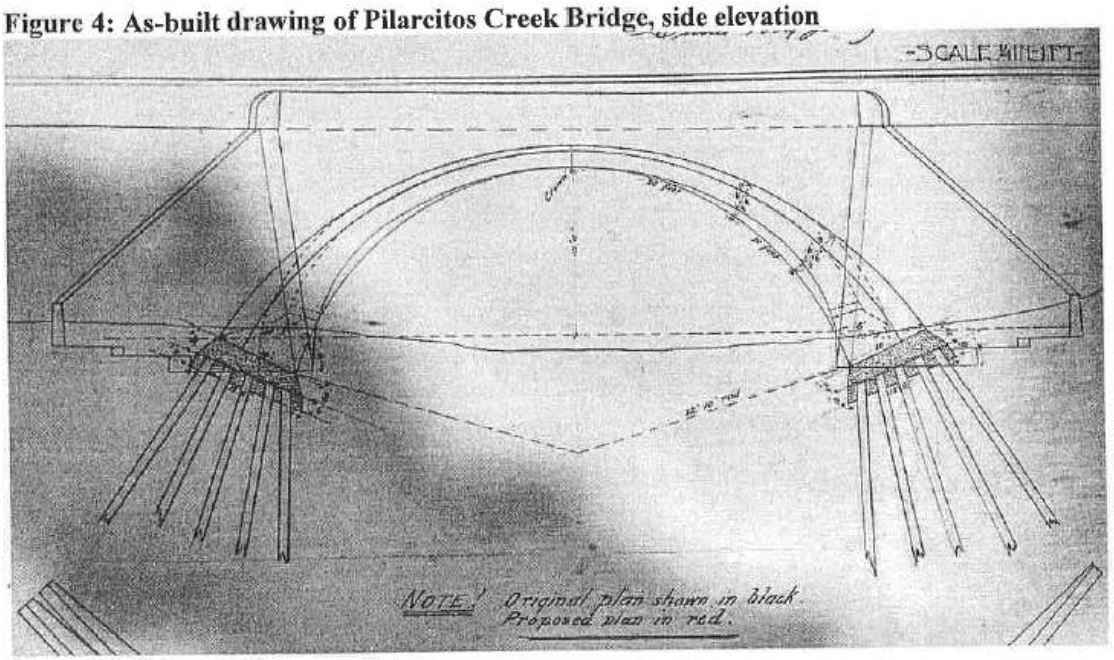



Drawing, February 1900 ("Handsome New Bridge for San Mateo County," *San Francisco Call*, February 4, 1900)



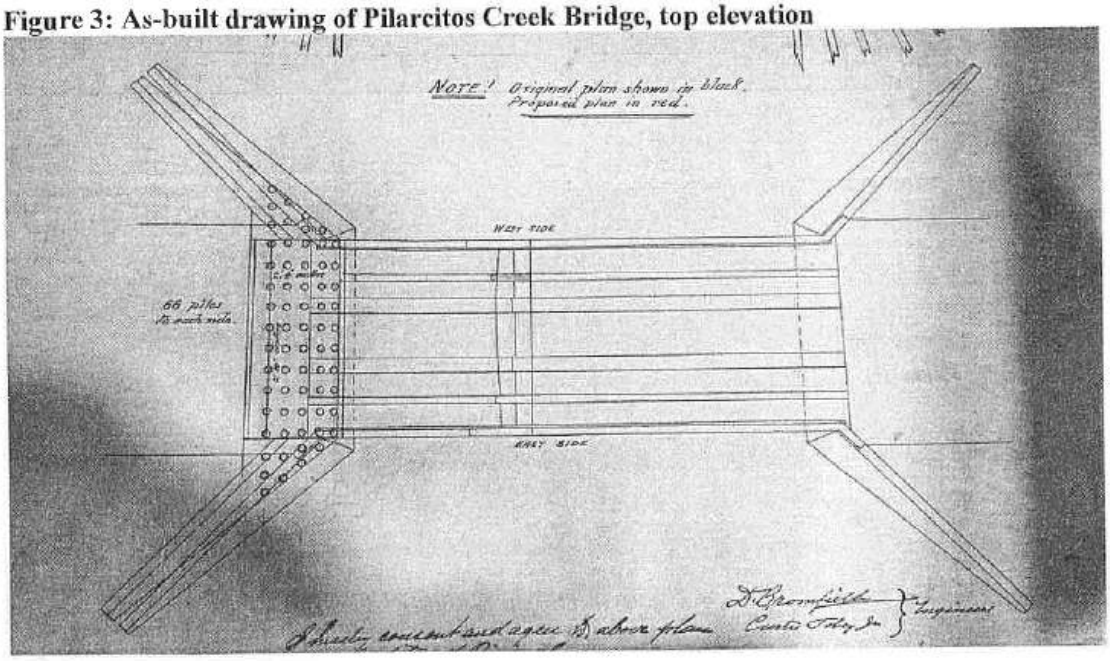
Photograph, October 1900 ("Splendid New Bridge Over Pilarcitos Creek," *San Francisco Call*, October 8, 1900)

**Figure 4: As-built drawing of Pilarcitos Creek Bridge, side elevation**




As-built drawing, ca. 1900 (National Register of Historic Places Registration Form)

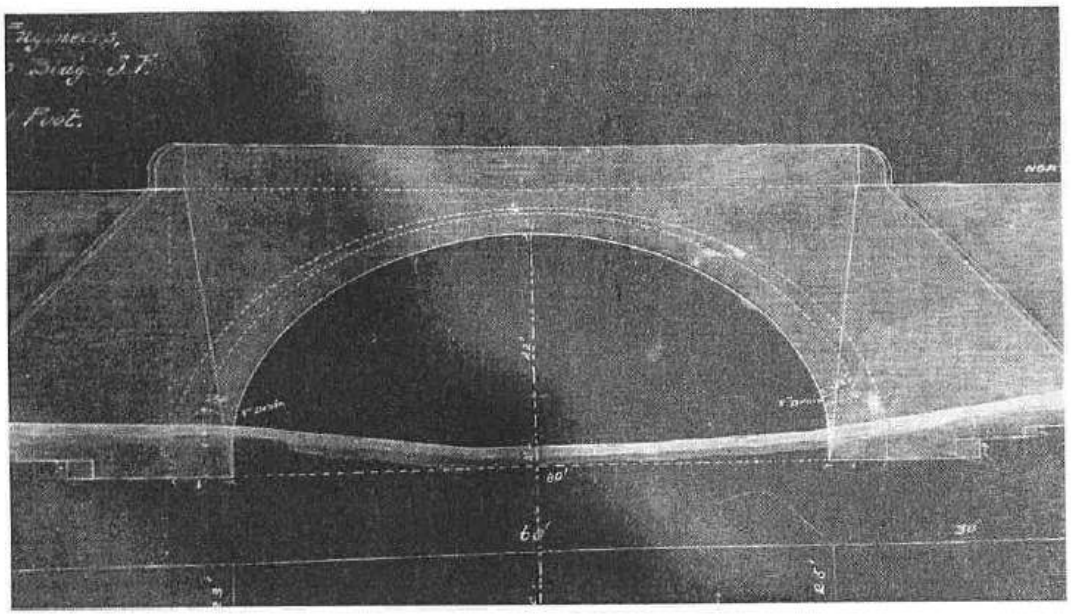
**Figure 3: As-built drawing of Pilarcitos Creek Bridge, top elevation**



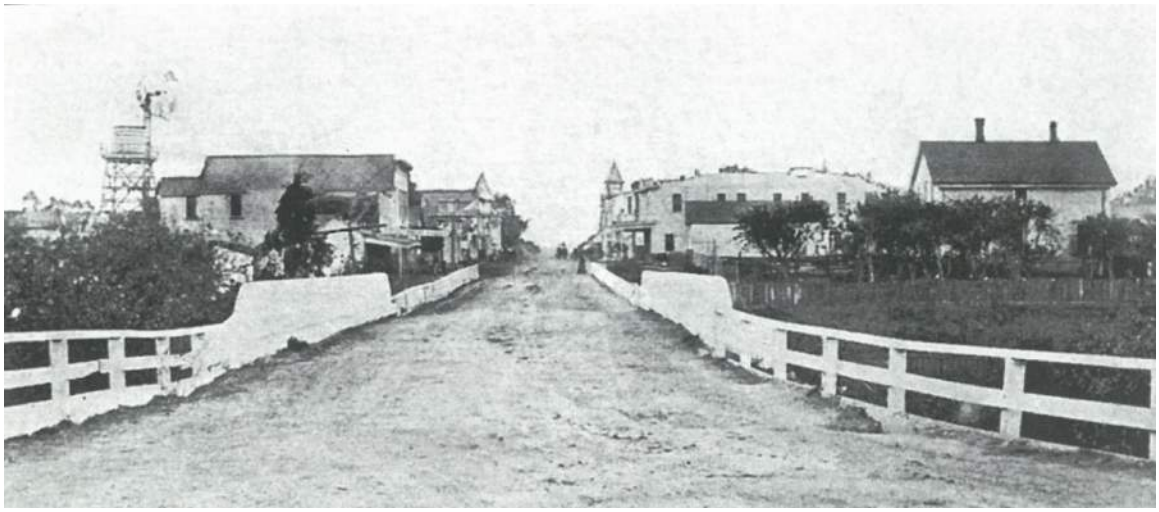

As-built drawing, ca. 1900 (National Register of Historic Places Registration Form)

Name of Property

**Figure 6: Blueprint of bridge, side elevation**

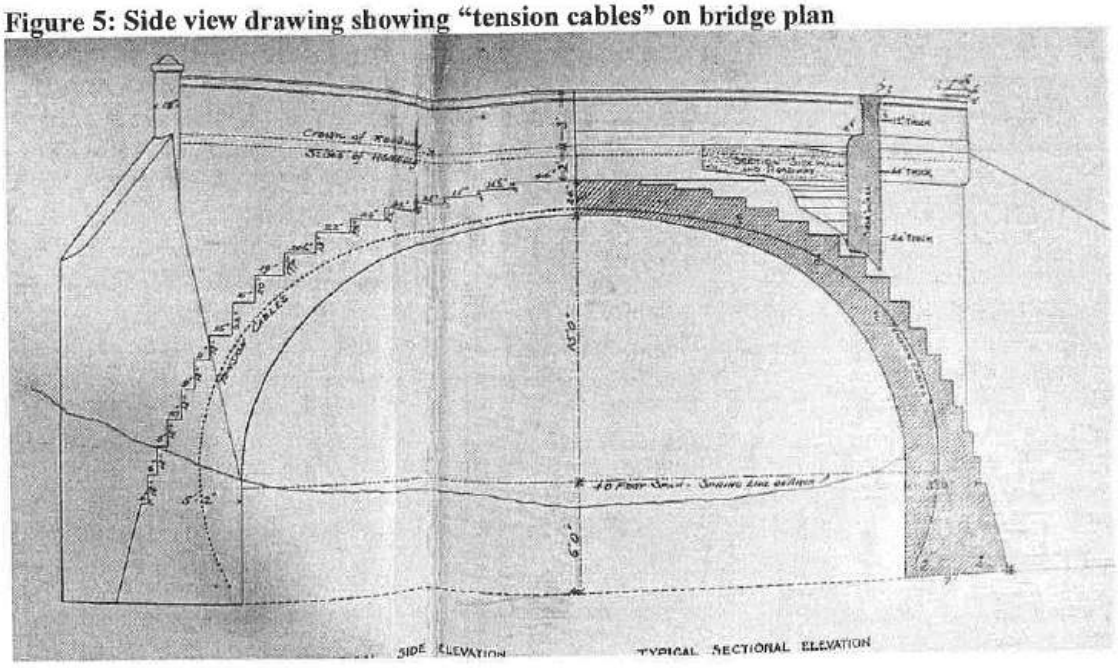


Blueprint, undated (National Register of Historic Places Registration Form)



Photograph, ca. 1920s as captioned in *Half Moon Bay* (Kathleen Manning and Jerry Crow, *Half Moon Bay*, Images of America (Charleston, SC: Arcadia Publishing, 2004), 128; an undated copy of the photograph is located at San Mateo County History Museum Archives, PHO 64-34-B album)

**Figure 5: Side view drawing showing "tension cables" on bridge plan**




Drawing, undated but depicting the revised barrier design (National Register of Historic Places Registration Form)



Postcard, undated (San Mateo County History Museum Archives, PHO 64-34-B album)



Photograph, undated but accessioned before 1964 (San Mateo County History Museum Archives, PHO 64-34-B album; also published in June Morrall, *Half Moon Bay Memories: The Coastside's Colorful Past* (El Granada, CA: Moonbeam Press, 1979), 120)



Photograph, undated but accessioned before 1964 (San Mateo County History Museum Archives, PHO 64-31-B album)



Photograph, April 1947 (San Mateo County History Museum Archives, PHO 64-31-C album)



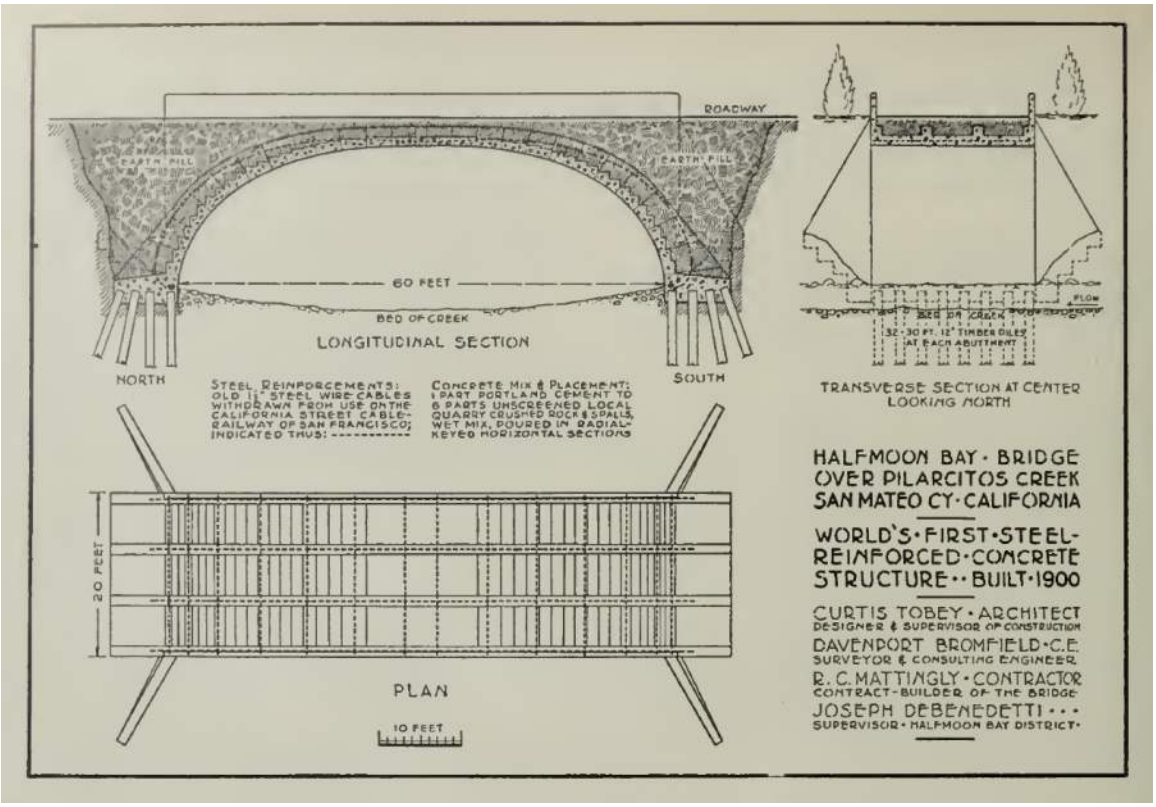

Photograph, undated (June Morrall, *Half Moon Bay Memories: The Coastside's Colorful Past* (El Granada, CA: Moonbeam Press, 1979), 120)



Photograph, 1942 (Caltrans Division of Maintenance, Structure and Maintenance Investigations, Bridge Inspection Records Information System, Bridge Inspection Reports for Main Street Bridge over Pilarcitos Creek, 1941-2017)



Photograph, 1942 (Caltrans Division of Maintenance, Structure and Maintenance Investigations, Bridge Inspection Records Information System, Bridge Inspection Reports for Main Street Bridge over Pilarcitos Creek, 1941-2017)




Drawing, 1947 (Curtis Tobey, "World's First Steel Reinforced Concrete Structure," *Architect and Engineer* 170, no. 1 (July 1947): 12)



Photograph, October 1964 (San Mateo County History Museum Archives, PHO 64-31-C album)



Photograph, 1976 (San Mateo County History Museum Archives, PHO 64-31-H album)



Photograph, 1979 (Caltrans Division of Maintenance, Structure and Maintenance Investigations, Bridge Inspection Records Information System, Bridge Inspection Reports for Main Street Bridge over Pilarcitos Creek, 1941-2017)



Photograph, 1979 (Caltrans Division of Maintenance, Structure and Maintenance Investigations, Bridge Inspection Records Information System, Bridge Inspection Reports for Main Street Bridge over Pilarcitos Creek, 1941-2017)



Photograph, 1988 (Caltrans Division of Maintenance, Structure and Maintenance Investigations, Bridge Inspection Records Information System, Bridge Inspection Reports for Main Street Bridge over Pilarcitos Creek, 1941-2017)



Photograph, 1988 (Caltrans, Br_350025_Report.pdf)



Photograph, 1988 (Caltrans, Br_350025_Report.pdf)

**Exhibit 3. National Register of Historic Places Nomination Form**

NPS Form 10-900
OMB No. 1024-0018

**United States Department of the Interior**
National Park Service

# National Register of Historic Places Registration Form

110

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in National Register Bulletin, *How to Complete the National Register of Historic Places Registration Form.* If any item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions.

RECEIVED 2280
FEB 20 2014
NAT. REGISTER OF HISTORIC PLACES
NATIONAL PARK SERVICE

## 1. Name of Property

Historic name: Pilarcitos Creek Bridge
Other names/site number: Main Street Bridge; CA 0035C-25
Name of related multiple property listing:
Historic Highway Bridges of California MPD
(Enter "N/A" if property is not part of a multiple property listing)

## 2. Location

Street & number: Main Street, spanning Pilarcitos Creek
City or town: Half Moon Bay State: CA County: San Mateo
Not For Publication: ☐ Vicinity: ☐

## 3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act, as amended,

I hereby certify that this _x_ nomination ___ request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60.

In my opinion, the property _x_ meets ___ does not meet the National Register Criteria. I recommend that this property be considered significant at the following level(s) of significance:

**___national ___statewide _x_local**

Applicable National Register Criteria:

**_x_A _x_B _x_C ___D**

Deputy State Historic Preservation Officer 2/18/14

**Signature of certifying official/Title:** **Date**

California Office of Historic Preservation

**State or Federal agency/bureau or Tribal Government**

Pilarcitos Creek Bridge
Name of Property

San Mateo, CA
County and State

In my opinion, the property ___ meets ___ does not meet the National Register criteria.

**Signature of commenting official:** **Date**

**Title :** **State or Federal agency/bureau or Tribal Government**

## 4. National Park Service Certification

I hereby certify that this property is:

✓ entered in the National Register
___ determined eligible for the National Register
___ determined not eligible for the National Register
___ removed from the National Register
___ other (explain:) _____

for Edson N. Beall 4.7.14

Signature of the Keeper Date of Action

## 5. Classification

**Ownership of Property**

(Check as many boxes as apply.)

Private: ☐
Public – Local ☒
Public – State ☐
Public – Federal ☐

Pilarcitos Creek Bridge
Name of Property

San Mateo, CA
County and State

**Category of Property**
(Check only **one** box.)

| | |
|---|---|
| Building(s) | ☐ |
| District | ☐ |
| Site | ☐ |
| Structure | X |
| Object | ☐ |

**Number of Resources within Property**
(Do not include previously listed resources in the count)

| Contributing | Noncontributing | |
|---|---|---|
| | | buildings |
| | | sites |
| 1 | 0 | structures |
| | | objects |
| 1 | 0 | Total |

Number of contributing resources previously listed in the National Register 0

**6. Function or Use**
**Historic Functions**
(Enter categories from instructions.)
Transportation/Bridge

**Current Functions**
(Enter categories from instructions.)
Transportation/Bridge

## 7. Description

**Architectural Classification**
(Enter categories from instructions.)
other: Reinforced Concrete Arch Bridge

**Materials:** (enter categories from instructions.)
Principal exterior materials of the property:
foundation: Concrete
walls: Concrete
other, (Bridge Surface): Asphalt
other, (Pedestrian Walkways): Wood

**Narrative Description**
(Describe the historic and current physical appearance and condition of the property. Describe contributing and noncontributing resources if applicable. Begin with **a summary paragraph** that briefly describes the general characteristics of the property, such as its location, type, style, method of construction, setting, size, and significant features. Indicate whether the property has historic integrity.)

### Summary Paragraph

Half Moon Bay's Pilarcitos Creek Bridge, also known as the Main Street Bridge, was built in early 1900 across Pilarcitos Creek, adjacent to Zaballa House and SpanishTown. It was the first concrete bridge built in San Mateo County, and remains possibly the oldest prestressed concrete bridge in the world. It is also the second oldest surviving example of a steel reinforced concrete arch bridge in California. Approximately 80 feet long, and with a useful width of 24.3 feet, the bridge retains a high degree of historic integrity as it is fundamentally unaltered from its original construction.

### Narrative Description

113 years after it was opened, Half Moon Bay's Pilarcitos Creek Bridge continues in largely unaltered form to carry northbound and southbound vehicle and pedestrian traffic, as well as a vital city water main that supplies the southern half of the entire town. The bridge, approximately 80 feet in span and with a deck width of 24.3 feet and a total width of 32.3, feet is a closed spandrel concrete arch with steel reinforcement throughout. In an odd and highly innovative design feature the reinforcement for the concrete throughout the bridge is not the typical

steel rebar passively set into the concrete, but is instead comprised of 1.5" braided steel and hemp cable that had been previously used and then retired by the California Street Cable Car Company.

Some of the actual design and as-built drawings of the bridge have been found, as have several drawings for two additional bridges that were simultaneously built in San Mateo County by the same designers. Thus there is a wealth of relevant archival information detailing the design and construction of the bridge.

Curtis Tobey's first attempt at a prestressed concrete arch bridge, also designed for San Mateo County, was approved by the Board of Supervisors on September 6, 1898; but that bridge (the Bear Gulch Bridge) would not be started or completed until after the Pilarcitos Creek Bridge was already finished. The Bear Gulch Bridge is nearly identical in every way to the Pilarcitos Creek Bridge, with the only significant difference being the length and size of the span and arch. (It is a much smaller bridge.) But instead of being built in early 1899, the Bear Gulch Bridge Project languished after the contractor responsible for building the bridge declared that the "specifications were defective to such an extent that structure if built thereto would be utterly worthless."

While the County waffled on the Bear Gulch Bridge, Half Moon Bay businessman and County Supervisor Joseph Debenedetti reached out to Tobey, and together with County Surveyor Davenport Bromfield modified the Bear Gulch design to work over the Pilarcitos Creek in Half Moon Bay. The Board of Supervisors in San Mateo County approved the plans on December 18, 1899, listing Tobey as the architect and Bromfield as the engineer. In total three bridges of nearly identical design would be completed in the County in 1900-1901, the first and by far the largest of which was the Pilarcitos Creek Bridge, the second of which was the El Cerrito or San Mateo Creek Bridge (Second Crossing), and the last of which was the Bear Gulch Bridge.

The foundation of the Pilarcitos Creek Bridge was originally drawn with 32 timber piles on each end, each of which was to be 30 feet long. But based upon the as-built drawings that remain, as well as the minutes of the May 07, 1900 San Mateo County Supervisors meeting, the plan was changed, with a total of 66 piles being used on each end, and an additional 95 yards of concrete added to the foundations of the bridge as well. From the abutment rose the sectioned-circle arch span, 60 feet in width at the creekbed, and consisting of two spandrels and two internal ribs. Instead of the usual matrix of steel rebar laced throughout the concrete portions of the structure, there were tensioned cables running from the base of each arch across the arch to the base on the other side of the bridge. There were also 14 cables that ran across the span, linking the tensioned cables running spanwise through the arch. Finally there were at least eight threaded steel rods that pass crosswise through the spandrels and ribs of the bridge in an additional attempt to place the structure under compression. At the attachment point of each rod there was an approximately 8"x 8" steel gusset plate that the rod passes through, and two large nuts, one to provide tension and the other acting as a jam nut. (See Photograph 7) Tobey's own drawings from the nearly identical Bear Gulch Bridge and the two San Mateo Creek Bridges label the arch-spanning

cables as "tensioned cable," thereby clearly illustrating his intent to prestress the cables and thence the structure. (Tobey credits this design in a 1947 article written by him for *Architect and Engineer* magazine to his observation of a wax candle and a "child's short stick of popular rock candy. In unsuccessful attempts to break the candle and the stick of candy I found that the wick embedded in the candle and the string in the stick of candy acted in tension to resist breakage, while the wax and candy reacted to compression, crushing under the breaking stress." )

The spandrels of the bridge extend upwards to act as the protective rails for the roadbed, and each concrete railing is adorned at each end by a simple bollard. There is also an original curbing running the entire span of the bridge on the inside shoulder of the roadbed.

In addition to the roadway contained within the concrete confines of the bridge, a wooden walkway was mounted to the west side of the bridge during the interwar period using steel brackets. The same riveted steel beams that support the western walkway also support a 10" water main that is attached to the underside of the supports. This main supplies the entire town south of the bridge with water.

The Pilarcitos Creek Bridge provided the only access to the downtown section of Half Moon Bay and points south until the construction of the Route 1 bypass, which opened in August of 1955. In 1991, between the 1986 and 1993 Caltrans survey of historical bridges, an additional walkway was added to the east side of the structure. Substantially similar to the original western walkway, it remains one of only two non-period adornments on the bridge, the other being two streetlights at the northern end of the bridge.

Today the Pilarcitos Creek Bridge is nearly identical to photographs taken in the early 1900's and throughout the past century. The topside bollards and deck look fairly identical; albeit with the scars of 113 years of road travel decorating their surfaces. With the exception of the eastern walkway, the integrity of the bridge itself is remarkably intact, as are its original dimensions if the eastern walkway is excluded. (It should be noted that both walkways could be removed as neither is a structural adornment to the exterior of the actual physical structure of the bridge.)

The 2003 Caltrans historic bridges survey accurately noted that local businesses, especially on the north side of the bridge, have slightly diminished the integrity of the original location and setting, although the creekbed lies virtually untouched in the 100 yards upstream or downstream from the bridge. The downtown area immediately south of the bridge also remains largely untouched by modern progress.

The overall feeling and association of the bridge, both with the local community and with peregrinating travelers is roughly the same as it has been since the bridge was built: A gateway to a more prosaic and reflective existence. Nearly every photo taken of Main Street over the past 100 years has the bridge either front and center or otherwise present, making it a highly relevant and associated part of Half Moon Bay's overall historical narrative.

Overall, and as noted previously by Caltrans, the Pilarcitos Creek Bridge has maintained an extraordinarily high degree of integrity of location, design, setting, materials, workmanship, feeling, and association. Nearly all structural components are original, and the bridge retains its original dimensions, location, and context for the community of Half Moon Bay.

## 8. Statement of Significance

**Applicable National Register Criteria**
(Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing.)

- [x] A. Property is associated with events that have made a significant contribution to the broad patterns of our history.
- [x] B. Property is associated with the lives of persons significant in our past.
- [x] C. Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- [ ] D. Property has yielded, or is likely to yield, information important in prehistory or history.

**Criteria Considerations**
(Mark "x" in all the boxes that apply.)

- [ ] A. Owned by a religious institution or used for religious purposes
- [ ] B. Removed from its original location
- [ ] C. A birthplace or grave
- [ ] D. A cemetery
- [ ] E. A reconstructed building, object, or structure
- [ ] F. A commemorative property
- [ ] G. Less than 50 years old or achieving significance within the past 50 years

Pilarcitos Creek Bridge
Name of Property

San Mateo, CA
County and State

**Areas of Significance**
(Enter categories from instructions.)
Architecture
Transportation
Community Planning and Development

**Period of Significance**
1900-1955

**Significant Dates**
August 7, 1900

**Significant Person**
(Complete only if Criterion B is marked above.)
Debenedetti, Joseph W.

**Cultural Affiliation**

**Architect/Builder**
Tobey, Curtis (Architect and Engineer)
Bromfield, Davenport (County Surveyor and Engineer)
Mattingly, R.C. (Builder)
Heafey, W (Builder)

**Statement of Significance Summary Paragraph** (Provide a summary paragraph that includes level of significance, applicable criteria, justification for the period of significance, and any applicable criteria considerations.)

**Summary Paragraph**

The bridge known variously as the Pilarcitos Creek Bridge and the Main Street Bridge is significant under Criterion A at the local level of significance because of its direct association with the development of the community of Half Moon Bay, as well as the coastal regions to the south of the town, and it remains a classic example of the innovative and expansive approach to construction that San Mateo County took in an effort to meet the rapidly increasing demands on

their transportation infrastructure at the dawn of the 20th century. It is eligible under Criterion B at the local level of significance because the driving force behind the design and construction of the bridge was notable resident and immigrant/businessman/politician Joseph W. Debenedetti. The bridge is also eligible under Criterion C at the local level of significance as a distinct and extremely rare and early example of the use of prestressed reinforced concrete for spanning small to medium lengths, as designed by engineer and architect Curtis Tobey. The bridge is nominated under the Historic Highway Bridges of California Multiple Property Document as an eligible example of the Concrete Arch Bridge Type. (Pages F-3 and F-4 of the MPD) The period of significance is from 1900-1955, during which the bridge served as the only point of access to the town from the north.

**Narrative Statement of Significance** (Provide at least **one** paragraph for each area of significance.)

**Criterion A: Development of Half Moon Bay and the Peninsula Coast**

The often overlooked Pilarcitos Creek Bridge in Half Moon Bay has been integral to the town of Half Moon Bay since it was built in 1900, safely depositing pedestrian and vehicle traffic across the stream and into the heart of the small but thriving downtown commercial center for the last 113 years.

Prior to the year 1900, individuals travelling south along the peninsula coast were forced to cross a small rickety wooden bridge that spanned Pilarcitos Creek just to the north of SpanishTown, or San Benito as the town was originally known. In the words of B.A. Griffith, recollecting the small pre-1900 bridge, "Imagine a steep pitch down to the bridge, which was not very high above the water of Pilarcitos Creek, then another steep climb to the level of the street beyond..."

Thus as the new century of the automobile was dawning in America, the little town of Half Moon Bay was serviced by a single wooden trestle bridge, over which automobile traffic was virtually impossible. In addition to the restrictions this bridge placed upon Half Moon Bay, it also severely restricted travel down the coast towards Pescadero and Santa Cruz County.

Over the next 100 years, and in particular during the relevant period 1900-1955, Half Moon Bay became the gateway for millions of vacationing tourists, travelers, and San Mateo County residents as they enjoyed the beaches, the town, and points south, all of which were now accessible thanks to the new Pilarcitos Creek Bridge. The bridge was the forerunner of what would be an explosion of bridge building in the County, each one of which served to foster and grow the nascent state highway system.

The construction of the Pilarcitos Creek Bridge, in conjunction with other bridges spurred by the development of the roadways, would serve the rapidly growing eastern shore of the San Francisco Peninsula, allowing families living there to travel to the coast in relatively quick and

safe fashion, and beginning a tradition of weekend traffic-jams that continues to this day- created by the many thousands of visitors that come to the community and the coast each year.

It is without question that the precarious nature of this bridge and the crossing prior to 1900 was obvious, and while it isn't possible to know what would have happened if the bridge hadn't been built, it remains safe to say that the explosive growth of the peninsula and coastside would not have happened without the Pilarcitos Creek Bridge leading the way.

**Criterion B: The Individual Significance of Joseph W. Debenedetti**

Enter Joseph W. Debenedetti, who as it turns out was the right person in the right place, and at the right time.

Joseph Debenedetti left Italy for the United States sometime around 1870, eventually finding his way to Half Moon Bay, where he would live for the rest of his life. He built his first property at 711 Main Street and lived there until after the turn of the century. Debenedetti, like local contemporaries Manuel Cunha and Angelo Boitano, found great success in his adopted new home, becoming a prosperous local businessman and investor, and personally driving much of the growth of the small community during the final 25 years of the 19th century. By the end of the 19th century Debenedetti had risen in prominence both locally and in the County of San Mateo, a fact made clear by his election to the County Board of Supervisors in the late 1890's. It was in this dual role, as businessman and County Supervisor, that Debenedetti would leave his most lasting mark on Half Moon Bay and on the entire peninsula south of San Francisco.

While Debenedetti's original home at 711 Main Street remains standing, as does 400-416 Main Street, which was built in 1906, it is the modest yet ambitious bridge over Pilarcitos Creek that he sponsored and fostered into existence in 1900 that will remain as his everlasting legacy.

By the late 1890s, and in the face of a clear need for modern and easily constructed crossings, at least one bridge had already been designed for San Mateo County by local San Francisco Engineer Curtis Tobey and San Mateo County Surveyor Davenport Bromfield, and a contract had been let for its construction. Yet it wasn't built. Instead the contract was cancelled when the contractor declared that the "specifications were defective to such an extent that structure if built thereto would be utterly worthless."

It is hard to imagine today a scenario that would have a contractor dictating to an engineering firm, or a county government acquiescing to such brash behavior, nonetheless this resistance was what Tobey, Debenedetti and Bromfield faced when they collaborated on a different bridge for the County, this time in Half Moon Bay. Whether through his business acumen, his presence, or his political prowess, Debenedetti managed to join the disparate parties, and in so doing to construct a unique monument that would prove to be the antithesis of "utterly worthless" for more than 113 years.

The October 8, 1900 issue of *The San Francisco Call* sums up both the significance of Debenedetti, and the profound effect the bridge would have on the local economy. Underneath a prominent photograph on the front page of the paper that depicted the new bridge, was a short narrative, which included the following: "To Supervisor Joseph Debenedetti is due the credit of having secured for the city the splendid structure which is not only an ornament, but fills a long felt neceasity." (*sic*)

As fate would have it Debenedetti and the bridge would have a further association, this one created after the devastating 1906 San Francisco Earthquake. The disaster destroyed Debenedetti's original wood frame Market on Main Street, and after the quake Debenedetti took notice of the fact that the reinforced concrete bridge remained standing and fundamentally unharmed by the temblor. The resultant of this observation was his decision to build the replacement market out of concrete instead of out of wood. In fact he was so enamored with the bridge that he chose to use the leftover concrete materials that had been used in the manufacturing of the bridge itself. Thus the Debenedetti Building and the Pilarcitos Creek Bridge share a common history, common foundation and materials, and a common and very human component, without which neither would have come into existence.

Additional evidence of Debenedetti's involvement with both the bridge and the concrete it was built with is the fact that it is still possible today to walk down Main Street in Half Moon Bay and find concrete sidewalks of unknown vintage that have the seal of "Debenedetti Concrete" clearly present.

Whether through dumb luck, or the availability of local materials, or an impromptu ride on a cable car, or otherwise sheer brilliance, Curtis Tobey and, to a lesser extent, Davenport Bromfield, exerted an influence on their community, and on their time, that in hindsight was far in excess of that given by their peers. Yet the genesis of the project, and the future benefits it would provide must remain on Joseph W. Debenedetti's shoulders, as he was the glue that brought the operation together, the politician that rallied the County behind the project, and the visionary businessman that recognized, and then acted, upon the critical need for such a bridge in such a place.

All three of these individual men impacted San Mateo County in immeasurable ways, and the resultant of their work was so far before its time that it is hard to comprehend or evaluate how they were able to achieve such brilliance in such a short period of time.

**Criterion C: Distinct Characteristics of Type and Design**

It is very likely that the Pilarcitos Creek Bridge was the first successful prestressed concrete structure built by anyone on earth. Prestressed concrete remains one of the most important and significant advances in building materials and design in history, revolutionizing the post-WWII

era and changing the urban landscape forever. Without the invention and further development of prestressed concrete the world as we know it quite literally would not exist. While the method of prestressing used in the Pilarcitos Creek Bridge is very primitive, it nonetheless shows a clear knowledge and understanding of the mechanical benefits that prestressing concrete can provide.

Despite its ubiquity and presence in today's world, prestressed concrete was not functionally or widely used prior to the mid to late 1940's. The first patent for prestressed concrete was issued to an American named P.H. Jackson in 1888, although his patent was for prestressed concrete pavement and not for a complex arch bridge. The first patent for structurally useful prestressing would be issued in 1928, when French engineer and scientist Eugene Fryessinet coalesced his experiences into a coherent design paradigm. Yet, and despite continued advances, prestressing concrete would not see widespread use in Europe until after WWII, and in the United States it is commonly accepted that the first prestressed concrete structure ever constructed anywhere in the country was the Walnut Lane Memorial Bridge in Philadelphia.

The Pilarcitos Creek Bridge was, like much of America, far ahead of its time. In fact it was so far ahead that the engineering marvel that Curtis Tobey and Davenport Bromfield designed and built wouldn't be replicated in the United States until after the dawn of the atomic age 50 years later.

Typical reinforced concrete designs from the period were made by building a matrix of steel latticework out of steel rebar. The concrete was then poured over and around the steel, forming a mutually beneficial bond as the concrete would chemically and physically adhere to the surface of the steel, thereby greatly enhancing the structural capabilities of the concrete structure. Yet simple reinforced concrete has significant limitations, not least of which are the structurally defining, unyielding, and inflexible characteristics of the solid steel and the solid concrete.

When used in a bridge like the Pilarcitos Creek Bridge the primary force acting on the bridge is one of compression, which is provided by gravity and the overall weight of the structure itself, and when simple reinforced concrete is used the only way for the bridge to inexorably go is down. Tobey and Bromfield obviously figured this out for themselves, and as a result contrived and implemented a very early solution to what is now known in the modern world as prestressed concrete.

Prestressing concrete is a technique that greatly increases the strength and longevity of load bearing concrete structures by using the tension within the steel reinforcement to distribute more of the compressive forces that the structure experiences. Despite the fact that the concept of prestressed concrete was patented in 1888, it has usually been offered that it wasn't practically used in the U.S. until the early 1950s, when the Walnut Lane Memorial Bridge would be erected in Pennsylvania. The reasons for this long gestation period are simple: Despite the obvious advantages in longevity and strength that a prestressed structure would have, the necessary materials for creating the tensioned steel were not yet in existence. Or so everyone except Curtis Tobey seemed to think.

In a modern prestressed structure, the reinforcing steel in the bottom part of the beams, which will be subjected to tensile forces when in service, is placed in tension before the concrete is poured around it. Once the concrete has hardened, the tension on the reinforcing steel is released, placing a built-in compressive force on the structure. When loads are applied to the structure, the reinforcing steel takes on more stress than it would otherwise, and the tensile stresses in the concrete itself are reduced. An added benefit of prestressing concrete is that since the concrete is always under compression it is less subject to cracking and failure.

To understand why the design of the Pilarcitos Creek Bridge remains relevant, despite being a very distant relation to the modern day interpretation of prestressing, it is useful to look at a contemporaneous analog. Imagine for a moment if someone were to assert that the Wright Brother's 1903 Flyer was not an airplane, solely because when placed against modern day equivalents it had none of the modern day features that an airplane is supposed to have. As one example: The Flyer had no ailerons, but instead had what was, for its time, an ingenious method of warping the wings in a practical, if highly inefficient and somewhat ineffective way. Would such a scheme be used on an airplane designed and built within the last 80 years? Absolutely not. Was the method effective? Not particularly, although it did provide at least rudimentary control over the roll axis of the airplane. But did the method show the intent and knowledge of its designers in addressing the fundamental technical challenges pertaining to controlling an aircraft in three dimensions? Absolutely.

Thus the Wright Flyer is immensely significant as the first successful precursor to the modern airplane as we know it today, even though many of its technical solutions were primitive and are unrecognizable in the modern solution to the problem of heavier-than-air flight. The technology of the Pilarcitos Creek Bridge is similarly significant as it is one of the only, if not the only, remaining examples of early attempts at prestressing concrete structures.

A quick review of the known facts relevant to the bridge validates the veracity of the previous paragraphs as follows:

1. The drawings associated with the bridge specifically show "Tension(ed) Cable," and there is a cable artifact present today that confirms the presence of Hallidie cable in the bridge. (The architect also confirmed the presence of the tensioned cable in a 1947 article referenced in the Nomination.)

2. It isn't disputed that the bridge contains braided high tensile-strength steel and hemp Hallidie cables, and this fact, when combined with the documentary evidence available, shows that these cables were anchored to the abutments and placed under tension across the length of the arch-rings *before the concrete was poured around them*. The method of providing tension is unknown, as is the overall efficacy and impact the design had on the longevity of the structure. Nonetheless the historical record and *all available evidence*

show that it is an indisputable fact that the bridge was built with pretensioned steel and hemp cables placed throughout the concrete structure.

3. As tension is a form of stress, and as the underlying reinforcement for the bridge was placed under tension prior to the pouring of concrete, it is clearly inarguable that the bridge must be, in whatever primitive form, a prestressed and reinforced concrete structure.

As a result, the Pilarcitos Creek Bridge, like the Wright Flyer that followed three years later, is representative of some of our first and finest technological baby-steps taken at the dawn of the last century. The fact that the form and implementation of the prestressing doesn't meet modern definitions of that technique does not in any way disqualify the genius in the design from recognition, nor does it mitigate the fact that the architect of the bridge clearly understood the physical principles and benefits of prestressing in a way that was more advanced than his peers.

Additional proof of Tobey's advanced design can be found in the numerous Patents and Patent applications that were filed in the 10-year period after the bridge was built, all of which describe some form of introducing tension and stress into the reinforcement of concrete arch bridges. One method that is representative of the crude attempts by designers to duplicate Tobey's innovation involved placing two long iron bars that would be flexed across the arch ring, from the crown all the way to each abutment. At the crown the bars would be placed in a sleeve that could be bolted around them to provide and hold the tension while the concrete was poured around the steel. (It is not known whether this method was ever used to actually construct a bridge.)

By 1900 San Francisco was a booming industrial metropolitan center, one that also happened to be very hilly, and over the previous 25 years an ingenious method of public transportation had been contrived as a result. The steep hills made for an interesting challenge, which was solved by the construction of several independent cable car lines, one of which was started by Leland Stanford and was known as the California Street Cable Railroad. One outgrowth of the engineering feat of the cable car system was the provision for the manufacture of very long high tensile strength braided steel cables. Andrew Hallidie is widely credited with adapting and evolving braided cable or wire rope into the formula used by Stanford's railroad: Multi-stranded wire wrapped around a braided hemp core made up of far thinner hemp fibers.

Whether Curtis Tobey saw the potential in those cables alone or in concert with someone else may well remain a mystery forever, but the reality remains that the steel reinforcement for the concrete of the Pilarcitos Creek Bridge was provided by steel and hemp cables made by the California Street Cable Railroad. Most remarkably: Those steel and hemp cables were placed under tension, thereby prestressing the structure, and thus providing at least one reason that can possibly explain the bridge's extreme longevity.

While the Walnut Lane Memorial Bridge in Philadelphia is widely credited as the genesis of modern prestressed concrete design in the United States, stressed as it is with steel tendons made of stranded and braided steel cabling, it remains a simple fact that the Walnut Lane Memorial Bridge was designed and built with braided steel cable tendons 50 years *after* the functionally and mechanically identical materials were used to build the Pilarcitos Creek Bridge.

All three San Mateo County Bridges designed by Tobey and Bromfield have proven that they were clearly 50 years or more before their time, and have proven to be extremely functional, despite being planned and created by local city or county agencies and engineers. This trend of local funding, design, and construction of highway bridges would continue in California until 1924, even though the State Highway Commission was created in 1912 to specifically address the quickly increasing demand for engineering and construction expertise. It was the nascent Commission that first quantified the statewide significance of the design criteria of the three San Mateo Bridges when, in 1912, it released a policy statement pertaining to bridge design, stating that it was "in favor of concrete structures wherever such structures are consistently possible because of their substantial permanency."

The Commission clearly practiced what it preached, and by 1920 the evolution in design and utilization for short and medium span bridges in California was complete, as is evidenced in a study by the U.S. Bureau of Public Roads, which found that of 47 bridges designed by California Highway Commission Staff prior to 1920, 39 of them were of reinforced concrete. Thus, and despite countless variations in terrain, topography, intent and design, roughly four out of every five bridges built in the eight year period from 1912 through 1920 were premised upon the very basic design model pioneered and epitomized by the Lake Alvord and Pilarcitos Creek Bridges.

Alas the more advanced features contained within the design and the structure of the Pilarcitos Creek Bridge would remain hidden from view until 2013.

Tobey's bridge stands today as mute testament to the astonishing engineering prowess of its designers, as well as the validity of the methods and materials of construction which they utilized. If nothing else the genius present in the design remains evident in the mere existence of their structure today, carrying motorists and pedestrians safely and effectively more than a century after their design was built, and doing so despite standing within 25 miles of the epicenters of two of the most destructive earthquakes in U.S. history, both of which measured in excess of 7.0 on the Richter scale.

Despite the cutting edge design of the bridge, and as well the concerns at the time it was built, it remains the case that the bridge has held up through 113 years of traffic, much of which has been of a weight unimagined by the designers. Today the bridge sees roughly 8,000 daily crossings by a wide range of vehicles and pedestrians, and the simple fact of the bridge's existence and continued use show conclusively that the Pilarcitos Creek Bridge as it was conceived and constructed in 1899-1900 would prove to be timeless, surviving as it did both the 1906 and 1989

earthquakes, and in the process predating the technique that would revolutionize the world of construction engineering 50 years later.

The Pilarcitos Creek Bridge, along with dozens of other California bridges, was listed in the California Register in 1986, when it was also declared as eligible for listing in the National Register of Historic Places. This eligibility was ratified in 2004 under a Multiple Property Documentation form approved by the Keeper of the Register.

Adding support to the significance of the Main Street Bridge was its listing in the book *Historic Highway Bridges of California,* which was published by the California Department of Transportation in conjunction with the Multiple Property Document prepared as a result of a survey of statewide highway bridges.

The Pilarcitos Creek Bridge clearly meets the registration requirements of the Historic Bridges in California Multiple Property Submission (MPS) for several significant reasons. Perhaps the most compelling support of this claim is made on Section E, Page 2 of the MPS, where the bridge and the details of its construction are specifically cited as being a relevant part of the narrative history that supports the MPS.

Additionally the bridge meets the requirements of the Historic Bridges in California MPS because it is uniquely representative of the skills and techniques of California bridge designers and architects in adapting reinforced concrete spans for the wide use they would see in the subsequent 50 year period. The design and construction of the bridge filled a specific need that was becoming more pressing in the late 19th century, for bridges that were relatively easy to build, relatively inexpensive, and that could span modest distances while simultaneously standing up under heavy loads. The Pilarcitos Creek Bridge stands among the very last of its kind still in active daily use by an entire community.

As a result of the foregoing, the bridge is thus worthy of listing under Criterion A as it was a key element in the Northern California highway system from its very earliest existence, specifically sparking the development and growth of both Half Moon Bay and also the communities to the north and south of the bridge during the period 1900 to 1955. It is eligible under Criterion B as the individual responsible for the design and construction of the bridge was a locally significant immigrant, businessman and politician, without whom the region would not have grown as quickly or extensively as it did. Finally, the bridge is also worthy of listing under Criterion C, as it remains a uniquely distinctive example of type, period and method of construction, as well as a stunning example of construction methodology and design far in advance of its period. The period significance for the bridge is the year 1900.

When evaluated using the *California Department of Transportation Evaluation System for NRHP Eligibility* as enumerated in the Historic Highway Bridges of California MPS the bridge

received a score of 72 in 1986, and 64 in 2003, both of which are far in excess of the score of 48 that is the accepted norm for inclusion on the National Register, and neither of which takes into account the historical significance of the prestressed concrete design of the bridge. In any case both scores argue very favorably for the bridge's inclusion on the National Register of Historic Places under the Historic Highway Bridges of California MPS.

## 9. Major Bibliographical References

**Bibliography** (Cite the books, articles, and other sources used in preparing this form.)

*Curtis Tobey, "World's First Steel Reinforced Concrete Structure"; Architect and Engineer Magazine (July 1947): 12-13*

*Tyson Dinges MS, "The History of Prestressed Concrete: 1888 to 1963." Kansas State University, Manhattan Kansas, Department of Architectural Engineering and Construction Science, 2009*

*Dario Gasparini, "The Prestressing of Structures: a Historical Review," publisher and date unknown*

*Bernard Marrey and Jupp Grote, "The story of prestressed concrete from 1930 to 1945: A step towards the European Union," From Proceedings of the First International Congress on Construction History, (Madrid, 20th-24th January, 2003)*

*California Department of Transportation, Historic Highway Bridges of California, (1990)*

*San Mateo County Department of Public Works Archive, County Road Maps 3*

*Evaluation Summary (NRHP Eligibility), California Department of Transportation, (1986, 2003),* 1-5

*State of California – The Resources Agency Department of Parks and Recreation Historic Resources Inventory; "Joseph W. Debenedetti"*

*State of California -- The Resources Agency Department of Parks and Recreation Historic Resources Inventory; "J. Benedetti Block"*

*"SPLENDID NEW BRIDGE OVER PILARCITOS CREEK"; The San Francisco Call October 8, 1900*

*Galen Wolf, The Town That Was, 6*

*Sanborn Map Company, "Half Moon Bay, San Mateo Co. Cal. October 1911; Water Works" (1911), 2*

*B.A. Griffith, "Excerpts from the Memoirs of B. A. Griffith (written in 1923)" La Peninsula, Journal of the San Mateo County Historical Association Vol. X, No. 4, (Feb, 1960)*

---

**Previous documentation on file (NPS):**

___ preliminary determination of individual listing (36 CFR 67) has been requested
___ previously listed in the National Register
_X_ previously determined eligible by the National Register
___ designated a National Historic Landmark

___ recorded by Historic American Buildings Survey #_____
___ recorded by Historic American Engineering Record # _____
___ recorded by Historic American Landscape Survey # _____

**Primary location of additional data:**

___ State Historic Preservation Office
_X_ Other State agency
___ Federal agency
_X_ Local government
___ University
_X_ Other
Name of repository: San Mateo County Historical Society and Archive

**Historic Resources Survey Number (if assigned):** _____

---

**10. Geographical Data**

**Acreage of Property** 1

Use either the UTM system or latitude/longitude coordinates

**Latitude/Longitude Coordinates**
Datum if other than WGS84:_____
(enter coordinates to 6 decimal places)

1. Latitude: 37.466021 Longitude: -122.428880

2. Latitude: Longitude:

3. Latitude: Longitude:

4. Latitude: Longitude:

**Or**

**UTM References**

Datum (indicated on USGS map):

☐ NAD 1927 or ☐ NAD 1983

1. Zone: Easting: Northing:

2. Zone: Easting: Northing:

3. Zone: Easting: Northing:

4. Zone: Easting : Northing:

**Verbal Boundary Description** (Describe the boundaries of the property.)

The property is located entirely within the City of Half Moon Bay. It is today an automobile and pedestrian bridge that carries Main Street traffic across the Pilarcitos Creek. The bridge is located at Latitude: 37.466021, and Longitude: -122.428880.

**Boundary Justification** (Explain why the boundaries were selected.)

The boundary is the footprint of the existing Pilarcitos Creek Bridge and its approaches.

## 11. Form Prepared By

name/title: David C. Eblovi/President
organization: The EMCOC
city or town: Half Moon Bay state: CA zip code: 94019
e-mail: david@wegetinfotech.com

telephone: 650-814-0037
date: October 01, 2013

### Additional Documentation

Submit the following items with the completed form:

- **Maps:** A **USGS map** or equivalent (7.5 or 15 minute series) indicating the property's location.
- **Sketch map** for historic districts and properties having large acreage or numerous resources. Key all photographs to this map.
- **Additional items:** (Check with the SHPO, TPO, or FPO for any additional items.)

### Property Owner

name: [redacted]
street and number: [redacted]
contact: [redacted]
telephone number: [redacted]

### Photographs

Submit clear and descriptive photographs. The size of each image must be 1600x1200 pixels (minimum), 3000x2000 preferred, at 300 ppi (pixels per inch) or larger. Key all photographs to the sketch map. Each photograph must be numbered and that number must correspond to

the photograph number on the photo log. For simplicity, the name of the photographer, photo date, etc. may be listed once on the photograph log and doesn't need to be labeled on every photograph.

**Photo Log**

Name of Property: Pilarcitos Creek Bridge

City or Vicinity: Half Moon Bay

County: San Mateo State: CA

Photographer: David C. Eblovi

Date Photographed: September 27, 2013

Description of Photograph(s) and number, include description of view indicating direction of camera:

1 of 8. Typical Friday morning in Half Moon Bay; View of the southbound entry to the bridge, and Main Street in the distance.
2 of 8. View of the northbound entry to the bridge from the roadway.
3 of 8. View of the eastern bridge spandrel and associated members.
4 of 8. View of western spandrel, period walkway and supports, and city water main.
5 of 8. View of steel cable and hemp rope dangling from underside the southeast corner of the concrete arch.
6 of 8. Threaded and tensioned steel rods and gusset plate assembly on the outside southeast spandrel wall.
7 of 8. Photo taken from southeast corner of the arch, showing location of cable artifact and impressions made by the boards of the concrete form.
8 of 8. View to the east of Memorial Plaque mounted on the inside of the eastern concrete railing of the span.

**Paperwork Reduction Act Statement:** This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C.460 et seq.).
**Estimated Burden Statement**: Public reporting burden for this form is estimated to average 100 hours per response including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form to the Office of Planning and Performance Management. U.S. Dept. of the Interior, 1849 C. Street, NW, Washington, DC.

## Figure Log

1. Google Map showing location of bridge
2. Drawing of Pilarcitos Creek Bridge with construction support structures
3. As-built drawing of Pilarcitos Creek Bridge, top elevation
4. As-built drawing of Pilarcitos Creek Bridge, side elevation
5. Side view drawing showing "tension cables" on bridge plan
6. Blueprint of bridge, side elevation
7. Joseph Debenedetti
8. J. Debenedetti Building

## Figure 1: Google Maps sketch map showing bridge location




Latitude: 37.466021, and Longitude: -122.428880

**Figure 2: Drawing of Pilarcitos Creek Bridge with construction support structures**

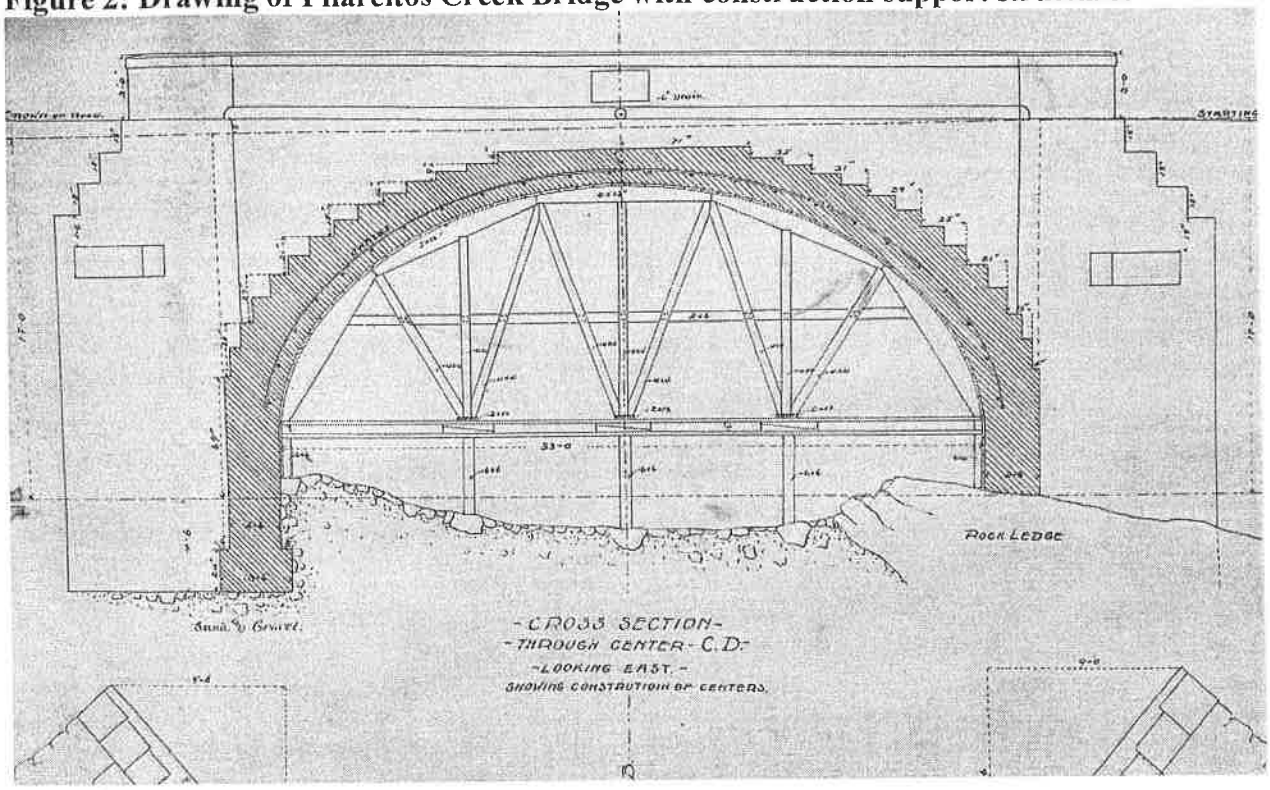



**Figure 3: As-built drawing of Pilarcitos Creek Bridge, top elevation**

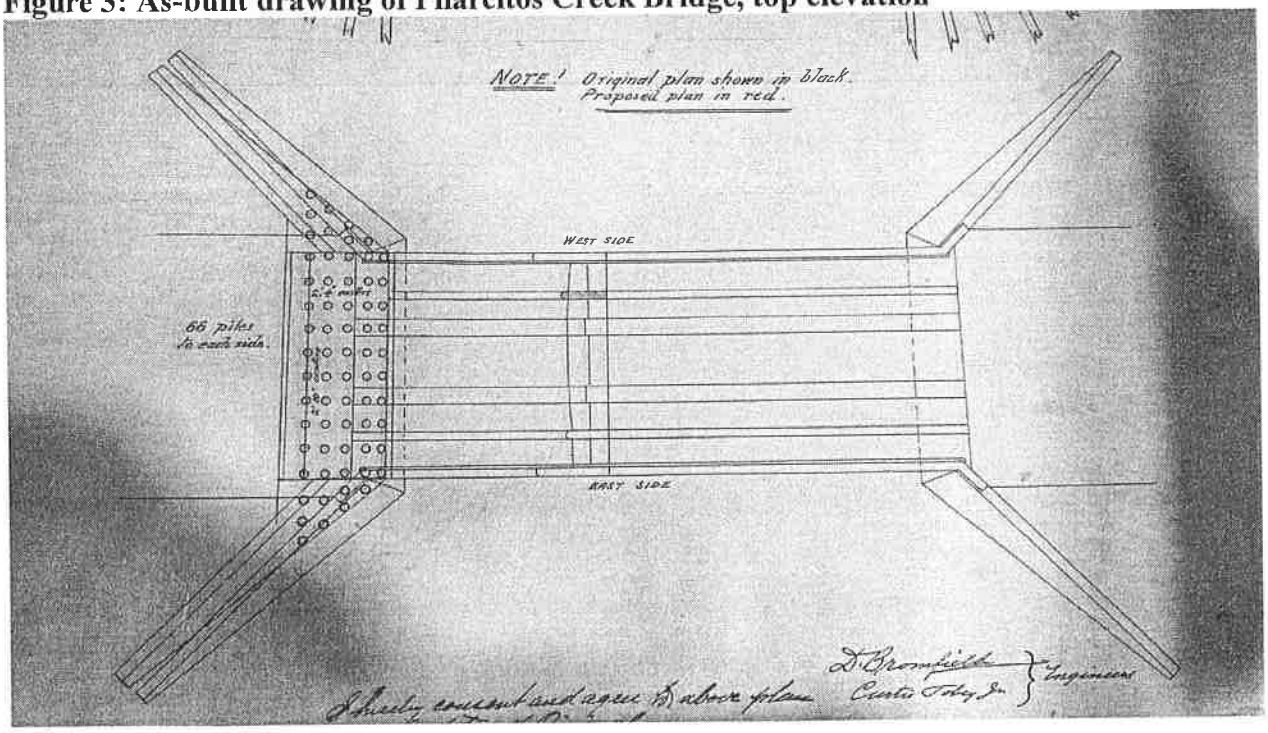


**Figure 4: As-built drawing of Pilarcitos Creek Bridge, side elevation**

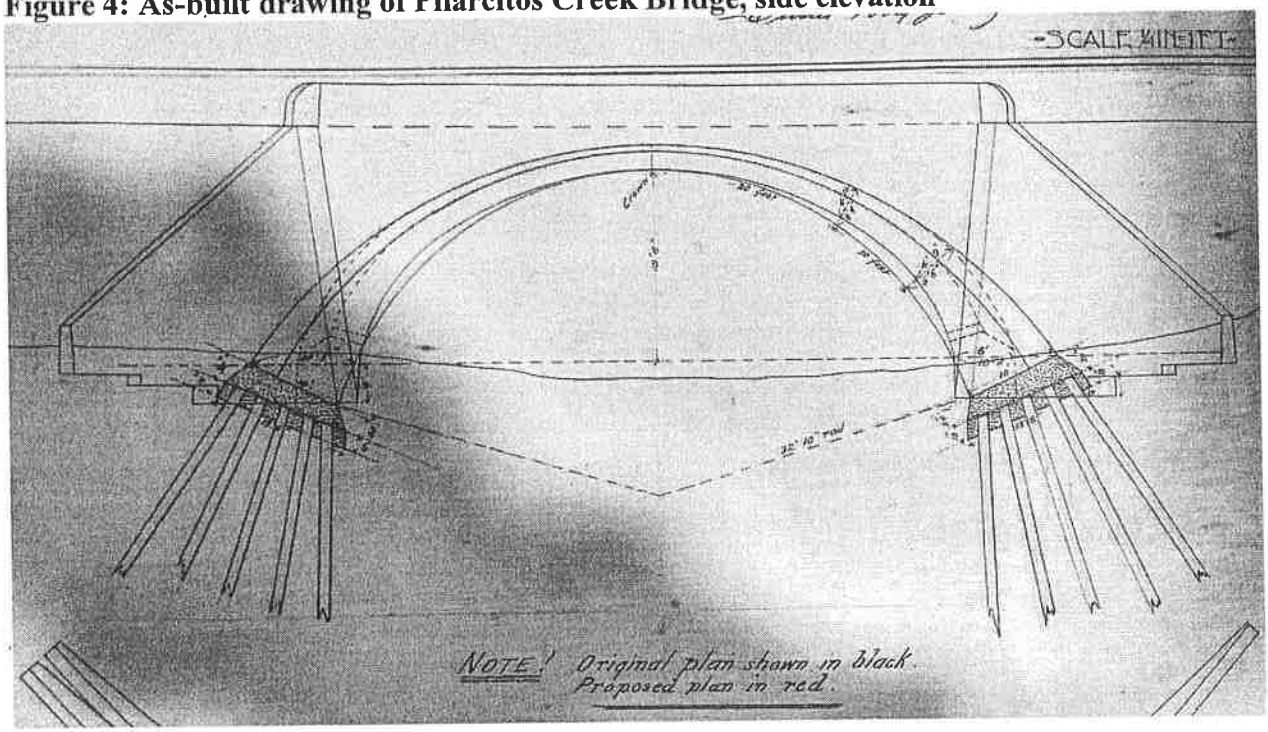



**Figure 5: Side view drawing showing "tension cables" on bridge plan**

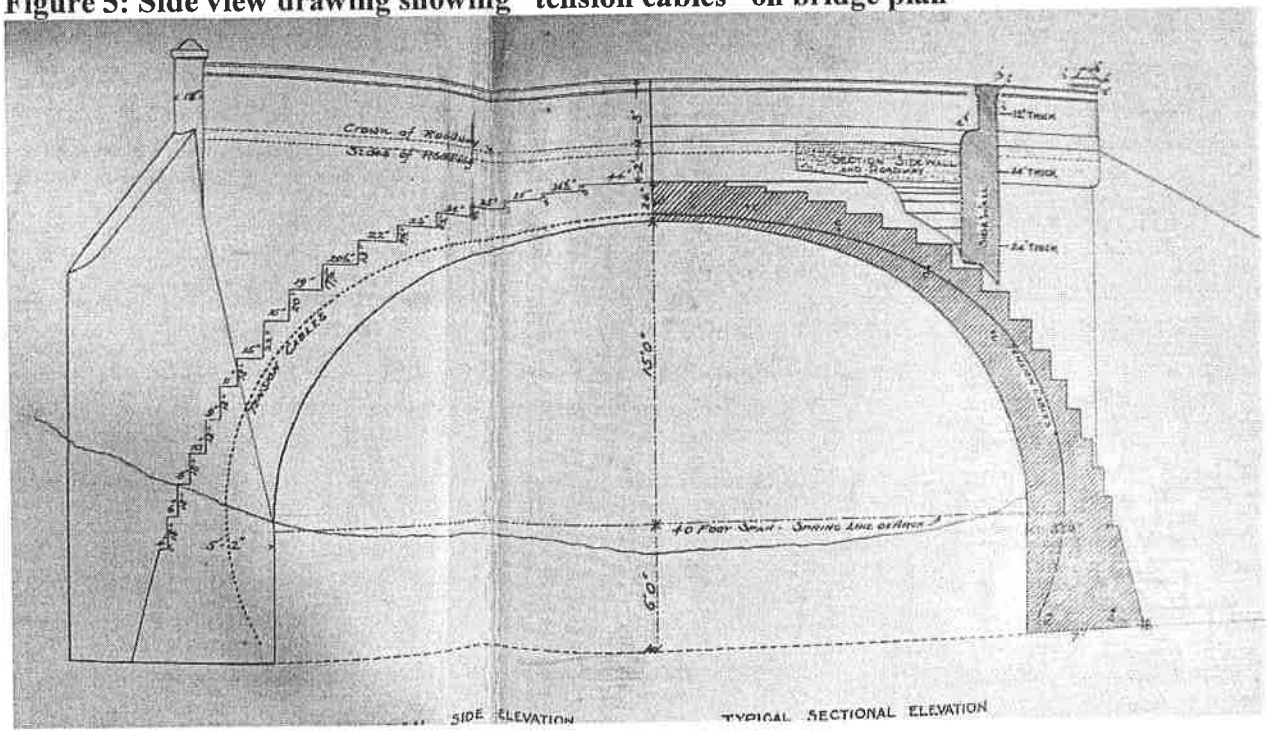


**Figure 6: Blueprint of bridge, side elevation**

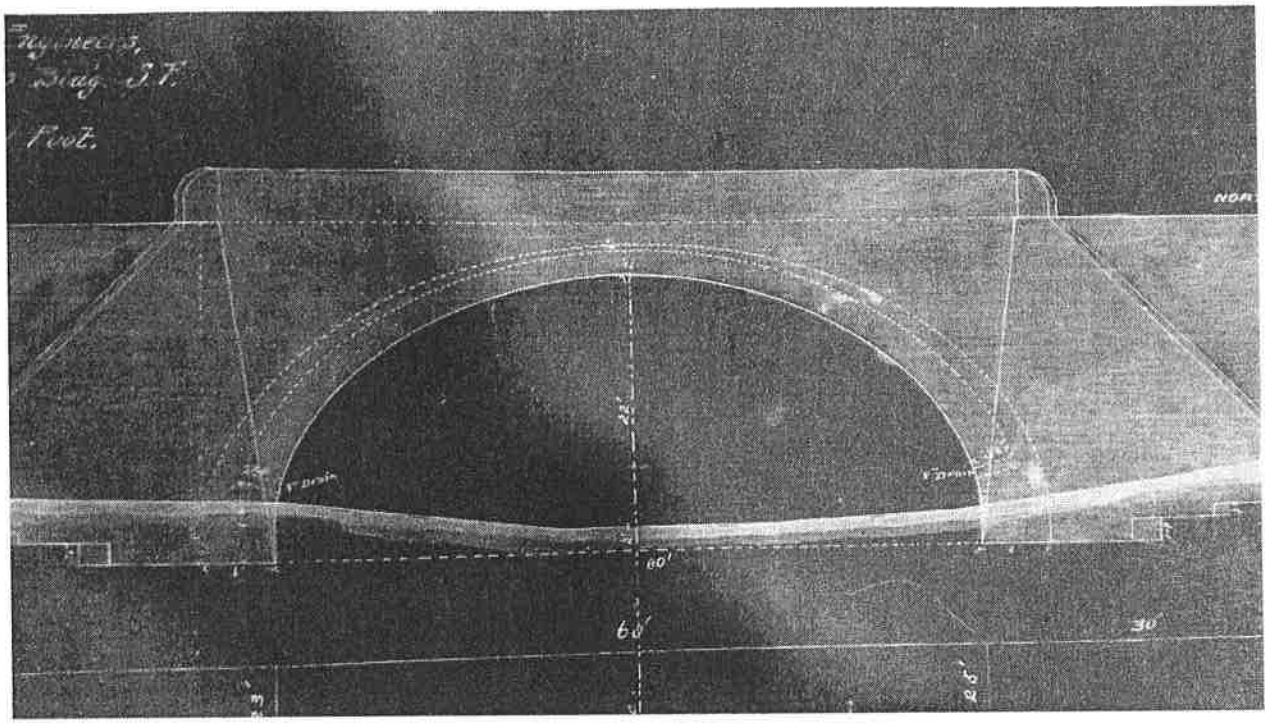
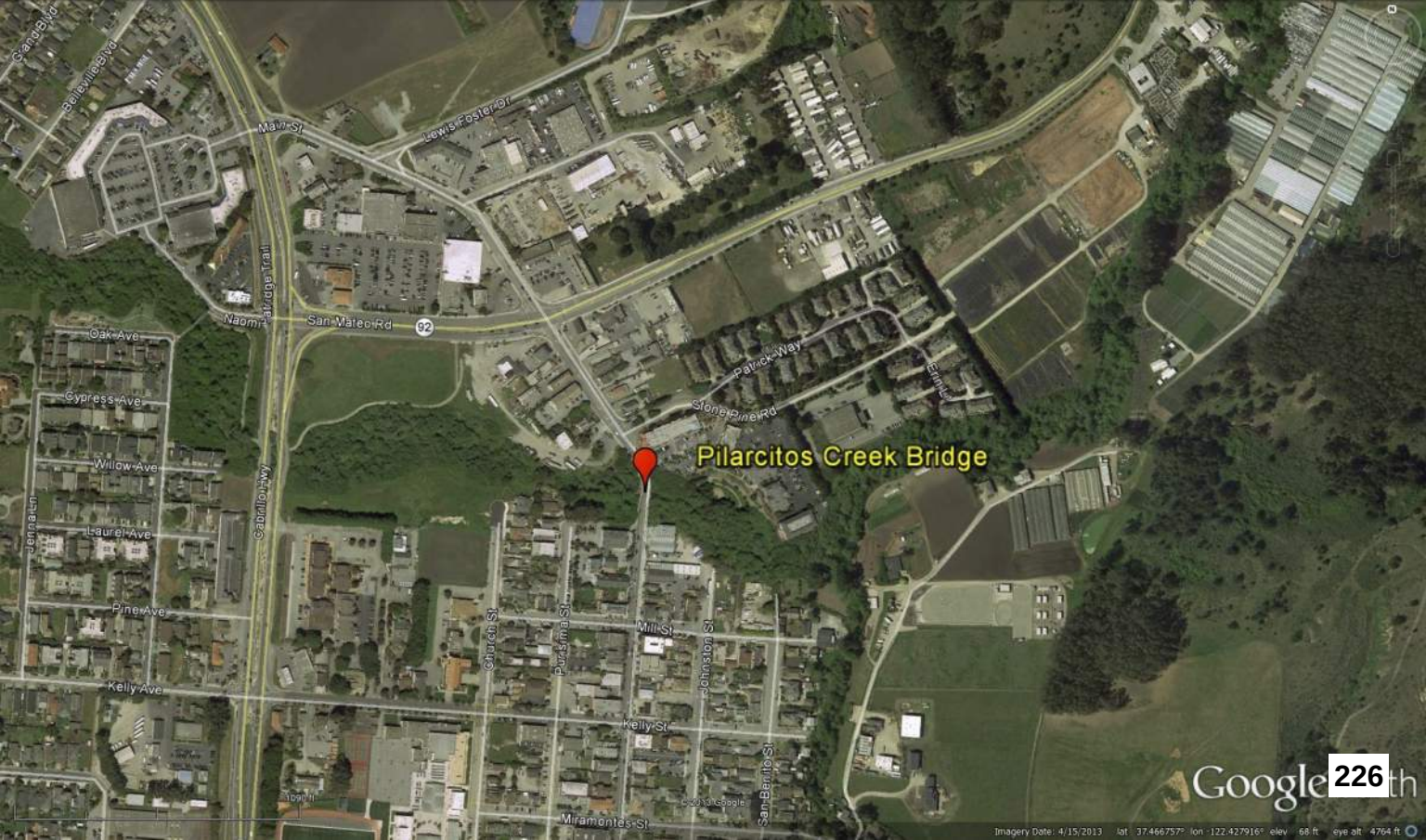


**Figure 7: Joseph Debenedetti, Half Moon Bay businessman and county supervisor who advocated for a modern bridge into downtown Half Moon Bay**



**Figure 8: Joseph Debenedetti Block, constructed with leftover materials from bridge construction after the 1906 earthquake and fire**



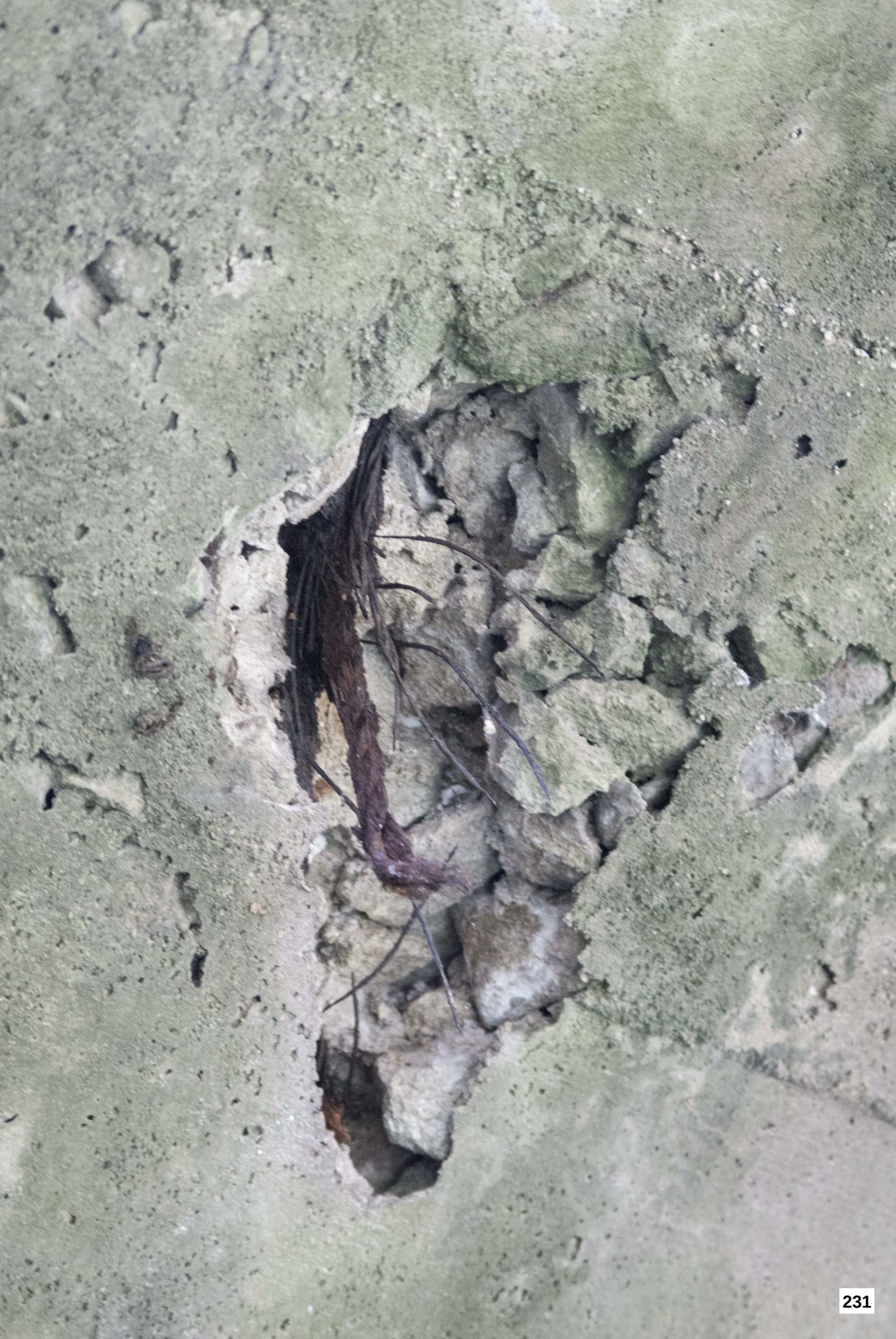

Pilarcitos Creek Bridge
Main St
Lewis Foster Dr
San Mateo Rd
92
Naomi
Oak Ave
Cypress Ave
Willow Ave
Laurel Ave
Pine Ave
Kelly Ave
Kelly St
Mill St
Church St
Poplar St
Johnston St
San Benito St
Miramontes St
Gabrillo Hwy
Stone Pine Rd
Patrick Way
Bellevue Blvd
Grand Blvd
Google
226
Imagery Date: 4/15/2013


HALF MOON BAY
ART & PUMPKIN
FESTIVAL
OCT.
19 & 20
Pharmacy
7AOH384


COFFEE & CAFE










FIRST CONCRETE BRIDGE ERECTED IN
SAN MATEO CO. 1900
J. DEBENEDETTI SUPERVISOR
D. BROMFIELD & C. TOBEY JR. ENGINEERS
R.C. MATTINGLY & W. HEAFEY CONTRACTORS

**BUSINESS OF THE COUNCL OF THE CITY OF HALF MOON BAY**

**AGENDA REPORT**

For meeting of: **August 18, 2026**

---

**TO:** Honorable Mayor and City Council

**VIA:** Matthew Chidester, City Manager

**FROM:** Leslie Lacko, Community Development Director

**TITLE:** **INTRODUCTION OF AN ORDINANCE AMENDING THE MUNICIPAL CODE AND LOCAL COASTAL PROGRAM TO IMPLEMENT THE SIXTH CYCLE HOUSING ELEMENT**

---

**RECOMMENDATION:**

Introduce by title only and waive further reading of an ordinance amending Title 18 (Zoning) of the Municipal Code and Local Coastal Program Implementation (IP) to Implement Zoning Changes Identified in the Local Coastal Program Land Use Plan (LUP) and the Sixth Cycle Housing Element.

**FISCAL IMPACT:**

The California Department of Housing and Community Development (HCD) has found that the City will not substantially comply with State Housing Law until rezonings necessary to provide capacity to meet the City's Regional Housing Needs Allocation (RHNA) are completed, submitted to, and approved by HCD. Continued non-certification of the Housing Element could result in negative fiscal impacts including civil penalties and loss of access to housing and infrastructure related State grant funds. The City has already lost eligibility for a significant number of large-dollar state and regional grant opportunities, including recent calls for projects under the Caltrans Infill Infrastructure and Sustainable Communities Programs and the regional One Bay Area Government (OBAG) 4 Program. Many other competitive grant programs include Housing Element approval in their scoring metrics, which puts Half Moon Bay at a disadvantage until that process is completed and approved by HCD.

On July 16, 2026, the State of California filed a Petition for Writ of Mandate and Complaint for Declaratory Relief ("Petition") against the City of Half Moon Bay ("City"). The Petition seeks, among other things, an award of penalties and costs of investigating and prosecuting the Petition and temporary relief, including but not limited to the suspension of the City's nonresidential permitting authority. (Gov. Code §§ 65755, 65757.) It may be some time before the City knows the total cost of the state's complaint, however, the costs would also include the City's Attorney fees and the loss of commercial permitting could seriously impact economic growth.

**PROJECT BACKGROUND:**

The Housing Element is one of the seven required general plan elements mandated by California state law. Each city and county must adopt a housing element that conforms to the detailed statutory requirements established in Article 10.6 (Sections 65580 to 65589.8) of the Government Code. The City's Housing Element must be updated every eight years and certified by the California Department of Housing and Community Development (HCD). According to State law, all housing elements must identify and analyze existing and projected housing needs; affirm goals and policies; establish quantified objectives; identify financial and other resources; consider constraints to housing opportunities; and provide scheduled programs for the preservation, improvement, and development of housing.

On October 20, 2020, the City adopted the Local Coastal Land Use Plan (LUP or LCLUP), which was certified by the California Coastal Commission on April 15, 2021. The LUP anticipated the upcoming Housing Element cycle by including new land use designations and requiring rezonings for higher density housing. These requirements were carried into the Housing Element.

The LUP is the governing land use document in the City of Half Moon Bay. It supersedes the Municipal Code/IP, regardless of whether rezonings were completed. Therefore, amendments to the Municipal Code discussed herein, such as upzoning from R-2 to R-3 and application of the Workforce Housing Overlay, are already implemented by City staff in the course of project review. Appendix A in the LUP includes tables that summarize updates necessary to bring the Municipal Code/IP into conformance with the 2020 LUP. Table A-1 lists each land use map designation change brought forward with the 2020 LUP and the associated amendments required for the Zoning Map. With the exception of the by-right approval process, most of the Municipal Code/IP amendments were approved by City Council first as part of the LUP and then again as part of the Housing Element.

The rezonings included in the LUP Appendix A and specific policies related to the Workforce Housing Overlay are included in the table below. Any rezonings that are not included as part of this IP amendment, such as application of the WHO on agricultural lands, will be included in the comprehensive IP update project scheduled to be completed by December 2027.

| Page A-7<br>Site | 1985/96 Designation | 2020 Designation | Anticipated Zoning |
|---|---|---|---|
| 900, 926, 940 Main St; both sides of Poplar St between Cabrillo Hwy and Main St | Residential – Medium Density | Residential – High Density | R - 3 |

| Page A-9<br>Topic | Related LUP Policies | Scope/Notes |
|---|---|---|
| Workforce Housing Overlay | 2-70, 2-94, 2-98, 2-104, 2-107 | Establish new overlay district with affordability requirements, development standards, etc… |

On November 4, 2025, City Council adopted Half Moon Bay's Sixth Cycle Housing Element following Planning Commission's October 28, 2025, recommendation for adoption.

On February 2, 2026, HCD responded to the City with a letter stating that the adopted Housing Element meets the statutory requirements of State Housing Element Law (Gov. Code, § 65580 et seq)) (Attachment 4). HCD continued by stating:

> However, the housing element cannot be found in substantial compliance until the City has completed necessary rezones to address the shortfall of sites to accommodate the regional housing need allocation (RHNA) (See Below). The housing element will substantially comply with State Housing Element Law (Gov. Code, § 65580 et seq) when all necessary rezonings are completed, submitted to, and approved by HCD, in accordance with Government Code section 65585.

The letter continues by identifying Housing Element Programs 1-1 and 1-10 as the programs that require completion. The text of these programs are provided below:

> Program 1-1: Provision of Adequate Sites
> The LCLUP serves as the City's General Plan Land Use Element. The updated LCLUP establishes land use designations with residential densities that support development of affordable housing consistent with the City's RHNA in the Town Center, on Workforce Housing Overlay sites, and as infill development on vacant sites throughout the City's substantially developed neighborhoods. The City will bring forward specified zoning amendments to implement the LCLUP which will also implement the Housing Element, its Housing Opportunity Sites, as well as other properties. Amendments include:
> - Town Center rezonings including upzones from R-2 to R-3 to enable multiple Housing Opportunity Sites, including Site 11 (940 Main Street).

- Workforce Housing Overlay (WHO) zoning overlay established for specified sites in the Public Services (PS), Rural Coastal (RC, district to be established per the LCLUP), and Agricultural Land Use (A-1) zoning districts
- Expansion of the Mobile Home Park (MHP) zoning district for the Hilltop Mobile Home Park
- Addition of mixed-use zoning allowances in the Industrial (IND) zoning district
- If the City has not made substantial progress by the 2027 APR (March 2028) in terms of meeting RHNA and development on sites, including pipeline sites, then the City will pursue a public process to identify and rezone additional sites by end of September 2029, with a January 2030 effective date.

Program 1-10: Sites Identified in Prior Planning Periods
Modify the Zoning Ordinance so that parcels in the Site Inventory identified as Reuse Sites (Sites 8, 9, 10, and 11) allow for by-right processing (ministerial review) for housing developments that propose at least 20 percent of the units be affordable to lower-income households, in accordance with Government Code § 65583.2I.

The City is addressing Programs 1-1 and 1-10 in this current rezoning to the extent that is required for HCD to find the Housing Element in substantial compliance with Housing Element Law. These programs will be further fulfilled as part of the Implementation Plan Update, which was recently initiated by the City. In Program 1-1, HCD is particularly concerned with the two components that increase density:

- **Program 1-1:**
  - Town Center rezonings including upzones from R-2 to R-3 to enable multiple Housing Opportunity Sites.
  - Workforce Housing Overlay (WHO) zoning overlay established for specified sites in the Public Services (PS), Rural Coastal (RC, district to be established per the LCLUP), and Agricultural Land Use (A-1) zoning districts

- **Program 1-10:**
  - Modify the Zoning Ordinance so that parcels in the Site Inventory identified as Reuse Sites (Sites 8, 9, 10, and 11) allow for by-right processing (ministerial review) for housing developments that propose at least 20 percent of the units be affordable to lower-income households, in accordance with Government Code § 65583.2I.

**Project Timeline:**

Housing Element adoption in 2025 was the culmination of a multi-year process beginning in 2021, during which staff facilitated a variety of outreach activities to gather input from the community, stakeholder groups, and with the City Council and Planning Commission.

Following adoption, City staff have been in contact with HCD regarding Housing Element certification and next steps. This included two meetings in January in advance of receiving the February 2 letter, on January 16 and January 29, where HCD discussed the rezoning requirements and received updates from the City.

While City staff were working on Municipal Code amendments, HCD sent a letter of inquiry on March 1, followed by a Notice of Violation on March 24 (Attachment 5). This letter stated that the City was in violation of Housing Element Law.

City staff followed up with a meeting with HCD staff on April 10 to discuss a schedule for adoption of Municipal Code amendments, other next steps, and a review of preliminary drafts of the amendments. This was followed by an additional meeting with HCD on June 10 to finalize the draft Municipal Code/IP amendments that would be reviewed by Coastal Commission staff.

Concurrent with HCD review, California Coastal Commission staff reviewed the draft Municipal Code amendments. City staff had a meeting to discuss these amendments with Coastal Commission staff on June 25, 2026. On July 7, 2026, Coastal Commission staff informed City staff by email that they could continue with the proposed amendments.

City staff was unable to get a quorum of Planning Commissioners for the July 28, 2026, meeting and scheduled a special meeting on August 5, 2026, for a public hearing on the Municipal Code/IP amendments.

On July 16, the California Attorney General filed a lawsuit against the City alleging failure to comply with Housing Element Law. The Complaint is attached to this staff report as Attachment 6.

At a special meeting on August 5, 2026, the Planning Commission voted 4-1 to approve Resolution P-26-15 (Attachment 1) recommending that City Council adopt an ordinance (Attachment 2) amending the Municipal Code/IP and directing staff to forward the amendments to HCD for approval and to the California Coastal Commission for certification. Although not part of the ordinance, the Planning Commission also recommended to City Council that, after the Housing Element is certified, staff returns to Planning Commission with an additional site(s) to offset the Housing Element unit requirements at 300 Church Street, and seek an amendment to the Housing Element.

**DISCUSSION:**

The Municipal Code amendments prepared in order to implement the Sixth Cycle Housing Element and bring Half Moon Bay into substantial compliance with State Housing Element Law include four amendments:

- Zoning Map Amendments
- Revisions to Chapter 18.20 Local Coastal Development Permits
- New Chapter 18.43 Higher Density Workforce Housing
- New Chapter 18.44 By-Right Affordable Housing Development

These proposed amendments are provided as Attachment 2 (the proposed ordinance) to this staff report. The revised zoning map is included in Attachment 2 and an unofficial, but more descriptive map is included as Attachment 3.

**Zoning Map Amendments**
As part of the proposed Municipal Code amendments, 10 sites are to be rezoned from R-2 to R-3. This rezoning provides sufficient capacity for By-Right Affordable Housing Development on the sites, as Government Code Section 65582.2(c)(3)(B)(iii) requires at least 20 dwelling units per acre, while R-2 zoning only allows 17.42 dwelling units per acre. R-3 zoning allows 29.04 dwelling units per acre.

The applicable sites, their APNs, existing zoning, and proposed zoning, are provided in the table below:

| Address | APN | Existing Zoning | Proposed Zoning |
|---|---|---|---|
| 500 Block Poplar Street | 064-244-040 | R-2 | R-3 |
| 500 Block Poplar Street | 064-244-030 | R-2 | R-3 |
| 604 Poplar Street | 064-272-010 | R-2 | R-3 |
| 604 Poplar Street | 064-272-020 | R-2 | R-3 |
| 604 Poplar Street | 064-272-030 | R-2 | R-3 |
| 600 Block Poplar Street | 064-272-170 | R-2 | R-3 |
| 600 Block Poplar Street | 064-272-180 | R-2 | R-3 |
| 600 Block Poplar Street | 064-272-190 | R-2 | R-3 |
| 600 Block Poplar Street | 064-272-200 | R-2 | R-3 |
| 940 Main Street | 064-272-100 | R-2 | R-3 |

**Chapter 18.20 Local Coastal Development Permits**
This amendment modifies the language of 18.20.055(A), clarifying that a public hearing shall not be required for By-Right Affordable Housing Development applications per Chapter 18.44.

This amendment is required by Government Code Section 65583.2(i), stating that “by right” developments cannot require a discretionary local government review or approval.

**Chapter 18.43 Higher Density Workforce Housing**
This amendment introduces a new chapter that provides new workforce housing using the WHO, as defined in the LUP. Specifically, it applies to the sites designated to provide capacity to

meet the City's lower-income Regional Housing Needs Assessment (RHNA) listed in the City of Half Moon Bay 6th Cycle (2023-2031) Housing Element sites inventory.

This amendment is required by Government Code Section 65583.2(h), requiring site capacity for lower income households on sites that shall be zoned to permit residential use by right for developments in which at least 20 percent of the units are affordable to lower income households during the planning period.

The amendment identifies four applicable sites for the Higher Density WHO, their APN, underlying zoning, and the overlay density in Table 18.43.015 Applicable Sites.

| Address | APN | Underlying Zoning | Overlay Density |
|---|---|---|---|
| 830 Stone Pine Road* | 056-590-010 | P-S | 30 du/ac |
| 498 Kelly Avenue* | 056-181-010 | P-S | 30 du/ac |
| 300 Block Church Street* | 056-150-020 | P-S | 45 du/ac |
| 0 Block Stone Pine Road | 056-250-070 | P-S | 30 du/ac |

** This site is also in the By-Right Affordable Housing Development (Chapter 18.44)*

Subsection 18.43.020 allows residential uses, requiring at least 20 percent of residential units to be affordable, subject to deed restrictions and conditions of approval designed to ensure the housing will be affordable to the specified workforce, along with other requirements:

A. Higher Density Workforce Housing units shall be affordable to extremely low, very low, low-income, or moderate-income households.
B. Subdivision of land to accommodate workforce housing is allowed only if the use of the site established for the workforce housing is deed-restricted to school district workforce housing or affordable housing.

In subsection 18.43.025, the amendment clarifies that other development standards are those applicable to the underlying zoning district.

**Chapter 18. 44 By-Right Affordable Housing Development**
This amendment introduces a new chapter that provides a by-right approval pathway for qualifying projects on specific sites in Half Moon Bay that were identified during the Housing Element process to provide capacity for the City's lower-income RHNA.

This amendment is required by Government Code Section 65583.2(c), (h), and (i), which set affordability criteria and approval requirements for these projects.

The amendment identifies 14 applicable sites for By-Right Affordable Housing Development, their APN, underlying zoning, their maximum density, and the relevant use & development standards chapter of the Municipal Code/IP in Table 18.44.015 Applicable Sites:

| Address | APN | Underlying Zoning | Maximum Density | Use & Development Standards Chapter |
|---|---|---|---|---|
| 830 Stone Pine Road* | 056-590-010 | P-S | 30 du/ac | Ch. 18.09 |
| 498 Kelly Avenue* | 056-181-010 | P-S | 30 du/ac | Ch. 18.09 |
| 300 Block Church Street* | 056-150-020 | P-S | 45 du/ac | Ch. 18.09 |
| 101 Canada Cove Avenue | 066-081-190 | MHP | 21.78 du/ac | Ch. 18.17 |
| 500 Block Poplar Street** | 064-244-040 | R-3 | 29.04 du/ac | Ch. 18.06 |
| 500 Block Poplar Street** | 064-244-030 | R-3 | 29.04 du/ac | Ch. 18.06 |
| 604 Poplar Street** | 064-272-010 | R-3 | 29.04 du/ac | Ch. 18.06 |
| 604 Poplar Street** | 064-272-020 | R-3 | 29.04 du/ac | Ch. 18.06 |
| 604 Poplar Street** | 064-272-030 | R-3 | 29.04 du/ac | Ch. 18.06 |
| 600 Block Poplar Street** | 064-272-170 | R-3 | 29.04 du/ac | Ch. 18.06 |
| 600 Block Poplar Street** | 064-272-180 | R-3 | 29.04 du/ac | Ch. 18.06 |
| 600 Block Poplar Street** | 064-272-190 | R-3 | 29.04 du/ac | Ch. 18.06 |
| 600 Block Poplar Street** | 064-272-200 | R-3 | 29.04 du/ac | Ch. 18.06 |
| 940 Main Street** | 064-272-100 | R-3 | 29.04 du/ac | Ch. 18.06 |

** This site is also in the Higher Density WHO (Chapter 18.43). Maximum density for these sites is per this overlay, see Table 18.43.015.*
*** This site is rezoned from R-2 to R-3 as part of the Municipal Code Amendments*

Subsection 18.44.020 provides affordability criteria that applications must meet to be eligible for by-right housing:

a. At least 20 percent of the units proposed are affordable to lower income households, as defined in Health and Safety Code Section 50079.5, and is a household whose income is equal to or less than eighty percent of the area median income, as published by the California Department of Housing and Community Development. A "housing development project" shall have the same meaning as defined in Government Code Section 65589.5(h)(2).
b. These sites shall be developed at a minimum density of 20 units per acre

Subsection 18.44.025 provides approval requirements for eligible applications:

A. Sites subject to by-right approval that are located within the Coastal Zone shall also be subject to an administrative Coastal Development Permit, if a permit is required, per Chapter 18.20.025.
B. The Director shall approve, conditionally approve, or deny an application for development per this chapter (Chapter 18.44).

C. Public notice, appeals, and hearings apply to by-right review as follows:
    1. Notice Required. Notice of the intent to approve a by-right application, or approve with conditions, shall be mailed by the Director to the applicant. In the event the Director acts to deny the application, the Director shall notify the applicant of the right to appeal the denial to the Planning Commission.
    2. Appeals. Notwithstanding Chapter 1.25 of the Municipal Code, no appeal of an approval of a By Right Affordable Housing Development Project subject to this Chapter shall be allowed. The project applicant has the right to appeal a denial of a By Right Affordable Housing Development Project utilizing the procedures set forth in Chapter 1.25.
    3. Hearings. No public hearing shall be required for by-right review.
        a. No hearing is required for a Local Coastal Development Permit for an application under this chapter (Chapter 18.44), see 18.20.055(A)(2).

**LUP Consistency**

The LUP states the following:

> *In order to provide housing affordable to the local workforce and maximize opportunities for people of all income levels to access and live on the coast, this LUP establishes affordable housing as a Local Priority Use and introduces a WHO land use designation; which are Coastal Act Priority Uses when specifically associated with agricultural uses, as is all farmworker housing….With diverse and affordable housing as a pillar of the LUP it is the City's intention to harmonize the goals of the Coastal Act with those of State Housing law and the City's Housing Element.*

Several LUP policies aim to satisfy the LUP goal of providing affordable housing and support the rezonings required through the sixth cycle Housing Element.

Policy 2-3 creates a hierarchy of priority uses. First are those uses defined as priorities in the Coastal Act and second, are those additional uses defined as priorities by the City.

Policy 2-3. Priority Land Uses. *Define priority land uses and support development of such land uses throughout the City by the following categories: a. Coastal Act Priority Uses: Coastal-dependent uses, agricultural uses, visitor-serving commercial uses, and coastal access and recreational facilities. Coastal Act Priority Uses are considered top tier priority in this LCP; and furthermore, as consistent with Coastal Act Section 30222, coastal-dependent industry and agriculture take precedence over all other uses including visitor-serving commercial recreation facilities. b. Local Priority Uses: Affordable dwelling units for extremely low, very low, and low-income households. Local Priority Uses are considered second tier priority behind Coastal Act Priority Uses in this LCP.*

The Municipal Code/IP amendments do not conflict with Coastal Act Priority Uses and are located in areas designated for higher density housing specifically to avoid such use conflicts. The amendments support the Local Priority Use of creating more affordable housing.

2-5. Housing Element Conformance. *To ensure conformance with Coastal Act policies and priorities, focus the Housing Element's inventory of adequate [housing] sites within Town Center and through the Workforce Housing Overlay land use designation.*

The zoning amendments provide greater specificity for increasing density by applying the WHO in the Public Services zoning district and on certain sites within the Town Center, and by changing the zoning from R-2 to higher-density R-3 on sites located primarily in the Town Center, as identified in the sixth cycle Housing Element.

2-102. Workforce Housing Overlay – Public Facilities and Institutions. *Apply the Workforce Housing Overlay to portions of lands in the Public Facilities and Institutions land use designation. The overlay areas shall comply with the following requirements: a. The following locations and amount of housing may be considered for application of the Workforce Housing Overlay in the Public Facilities and Institutions land use designation: Public Schools: Up to 40 units may be developed at the Cabrillo Unified School District campuses. Units may be distributed amongst the different campuses, such as 10 units at Hatch Elementary/Pilarcitos High School, 20 units at Cunha Middle School, and 10 units at Half Moon Bay High School. At least one resident of each workforce housing unit shall be a full-time employee of the Cabrillo Unified School District. Other Public and Quasi-public Uses: Up to 10 units may be developed at the City of Half Moon Bay Ted Adcock Center; up to 40 units at the 515 Kelly Avenue Catholic Church; and up to 7 units at the 900 Cabrillo Highway North Lutheran Church. The units developed for this category shall be affordable to extremely low, very low, and low-income households. b. Subdivision of land to accommodate workforce housing is allowed only if the use of the site established for the workforce housing is permanently limited to school district workforce housing or affordable housing.*

In the proposed amended Section 18.43.020(a) of the Municipal Code/IP, the WHO is applied to parcels in the Public Facilities and Institutions land use designation that were also specifically required in the Housing Element.

**CEQA**

On November 4, 2025, the City Council adopted Resolution No. 2025-73 and thereby adopted the Mitigated Negative Declaration for the 2023-2031 (6$^{th}$ Cycle) Housing Element (the "MND"). The Municipal Code amendments prepared in order to implement the Sixth Cycle Housing Element are covered by the MND and none of the circumstance under CEQA Guidelines Section 15162 that would require preparation of a subsequent EIR or negative declaration exist. Additionally, Public Resources Code Section 21080.9 exempts amendments to certified Local Coastal Programs from CEQA.

**Conclusion**

Based on the above analysis, staff concludes that with approval of these Municipal Code/IP amendments, the Housing Element can be found by HCD to be in substantial compliance with State Housing Element Law. The amendments are consistent with the General Plan Housing Element and the Local Coastal Land Use Plan. Staff recommends that the Planning Commission approve the Draft Resolution recommending that City Council adopt an ordinance amending the Municipal Code/IP and directing staff to forward the amendments to HCD for approval and to the California Coastal Commission for certification.

**Public Comment**
A hearing notice was published in the Half Moon Bay Review on August 7, 2026. Notices were mailed to all property owners and residents within 300 feet of zoning areas being revised on August 10, 2026.

**ATTACHMENTS**
1. Planning Commission Resolution
2. Draft Ordinance
3. Map of Rezonings
4. HCD Letter to Half Moon Bay Dated February 2, 2026
5. HCD Letter to Half Moon Bay Dated March 24, 2026
6. *The State vs. City of Half Moon Bay* complaint, dated July 16, 2026
7. Public Comments

**PLANNING COMMISSION RESOLUTION P-26-15**
**RESOLUTION FOR APPROVAL**
**PDP-26-047**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HALF MOON BAY RECOMMENDING THAT CITY COUNCIL ADOPT AN ORDINANCE AMENDING THE MUNICIPAL CODE/LOCAL COASTAL PROGRAM IMPLEMENTATION PLAN (IP) TO IMPLEMENT PORTIONS OF THE LOCAL COASTAL PROGRAM LAND USE PLAN (LUP) AND THE SIXTH CYCLE HOUSING ELEMENT**

**WHEREAS**, following Planning Commission's September 7, 2020, recommendation for adoption, on October 20, 2020, City Council adopted Half Moon Bay's LUP and on April 15, 2021, the California Coastal Commission certified the LUP; and

**WHEREAS**, the LUP contains land use designations to accommodate and promote housing so that the City can reach its Regional Housing Needs Assessment numbers and those land use designations require rezonings specified in Appendix A of the LUP, which informed the Sixth Cycle Housing Element; and

**WHEREAS**, on November 4, 2025, City Council adopted Half Moon Bay's Sixth Cycle Housing Element, following Planning Commission's October 28, 2025, recommendation for adoption; and

**WHEREAS**, on February 2, 2026, the California Department of Housing and Community Development (HCD) provided a letter to the City stating that the adopted Housing Element meets the statutory requirements of State Housing Element Law (Gov. Code, § 65580 et seq); and

**WHEREAS,** the same HCD letter stated that the housing element cannot be found in substantial compliance with State Housing Element Law until the City has completed necessary rezones; and

**WHEREAS,** City staff met with HCD on January 16, January 29, May 19, April 10, and June 10 to discuss Municipal Code/IP attachments that would complete necessary rezones and bring the City into substantial compliance with State Housing Element Law; and

**WHEREAS,** California Coastal Commission staff reviewed the IP amendments and discussed them with City staff at a meeting on June 25, 2026, and informed City staff on July 7 that they could proceed with the amendments; and

**WHEREAS,** on November 4, 2025, the City Council adopted Resolution No. 2025-73 and thereby adopted the Mitigated Negative Declaration for the 2023-2031 (6$^{th}$ Cycle) Housing Element (the MND); and

**WHEREAS,** the Municipal Code amendments prepared in order to implement the 6$^{th}$ Cycle Housing Element are covered by the MND and none of the circumstances under CEQA Guidelines Section 15162 that would require preparation of a subsequent EIR or negative declaration exist; and

**WHEREAS,** pursuant to Public Resources Code Section 21080.9 amendments to certified Local Coastal Programs are exempt from CEQA; and

**WHEREAS**, the Planning Commission conducted a duly noticed public hearing on August 5, 2026, at which time all those desiring to be heard on the matter were given an opportunity to be heard; and

**WHEREAS**, the Planning Commission considered all written and oral testimony presented for consideration and added language to the ordinance to incorporate by reference the definition of the "by-right" process from Government Code section 65583.2(h)(2)(i); and

**WHEREAS,** the Planning Commission recommends to City Council that, after the Housing Element is certified, staff returns to Planning Commission with an additional site(s) to offset the Housing Element unit requirements at 300 Church St., and seek an amendment to the Housing Element; and

**NOW, THEREFORE, BE IT RESOLVED** that the Planning Commission approves Resolution No. PDP-26-47 recommending that City Council adopt an ordinance to amend the Municipal Code and IP to implement portions of the LUP and sixth cycle Housing Element, and instructing staff to forward the amendments to HCD for approval and to the California Coastal Commission for certification.

**PASSED AND ADOPTED** by the City of Half Moon Bay Planning Commission at a duly noticed public hearing held August 5, 2026.

AYES, 4
NOES, 1
ABSENT,
ABSTAIN,

APPROVED:

| | |
|---|---|
| _____ | _____ |
| David Gorn, Chair | Leslie Lacko, Community Development Director |

**ORDINANCE NO. 2026-__**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY AMENDING TITLE 18 (ZONING) OF THE MUNICIPAL CODE AND LOCAL COASTAL PROGRAM IMPLEMENTATION PLAN (IP) TO IMPLEMENT ZONING CHANGES IDENTIFIED IN THE LOCAL COASTAL PROGRAM LAND USE PLAN (LUP) AND THE SIXTH CYCLE HOUSING ELEMENT**

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 Title 18 of the Half Moon Bay Municipal Code and IP by revising the Zoning Map, Chapter 18.20 (Local Coastal Development Permits), and adding new Chapters 18.43 (Higher Density Workforce Housing) and 18.44 (By-Right Affordable Housing Development).

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 (LCP) includes an LUP and an IP, the latter of which is in part comprised of the Zoning Ordinance.

c) The LUP contains land use designations to accommodate and promote housing so that the City can reach its Regional Housing Needs Assessment numbers and those land use designations require rezonings specified in Appendix A of the LUP, which informed the sixth cycle Housing Element.

d) The sixth cycle Housing Element, Program 1-1 requires upzoning of "Housing Opportunity Sites" from R-2 to R-3, specificity on application of the Workforce Housing Overlay, expansion of the Hilltop Mobile Home Park zoning district, and the addition of mixed-use zoning allowances in the Industrial (IND) zoning district.

e) Housing Element Program 1-10 requires identification of sites that qualify for by-right permit processing.

f) On February 2, 2026, the California Department of Housing and Community Development (HCD) provided a letter to the City stating that the adopted Housing Element meets the statutory requirements of State Housing Element Law (Gov. Code, § 65580 et seq) and the same HCD letter stated that the housing element cannot be found in substantial compliance with State Housing Element Law until the City has completed necessary rezones.

g) Continued non-certification of the Housing Element could result in negative fiscal impacts including civil penalties and loss of access to housing and infrastructure related State grant funds, and the city has already lost eligibility for a significant number of large dollar state and regional grant opportunities.

h) City staff met with HCD on January 16, January 29, May 19, April 10, and June 10 to discuss Municipal Code/IP attachments that would complete necessary rezones and bring the City into substantial compliance with State Housing Element Law.

i) California Coastal Commission staff reviewed the IP amendments and discussed them with City staff at a meeting on June 25, 2026, and informed City staff on July 7 that they could proceed with the amendments.

j) The Planning Commission conducted a duly noticed public hearing on August 5, 2026, at which time all those desiring to be heard on the matter were given an opportunity to be heard, Commissioners considered all written and oral testimony presented for consideration, and recommended that City Council adopt this ordinance amending Chapter 18 of the Municipal Code and IP.

k) LUP Consistency. In order to provide housing affordable to the local workforce and maximize opportunities for people of all income levels to access and live on the coast, the LUP establishes affordable housing as a Local Priority Use and introduces a Workforce Housing Overlay land use designation; which are Coastal Act Priority Uses when specifically associated with agricultural uses, as is all farmworker housing. With diverse and affordable housing as a pillar of the LUP it is the City's intention to harmonize the goals of the Coastal Act with those of State Housing law and the City's Housing Element. Several LUP policies aim to satisfy the LUP goal of providing affordable housing and support the rezonings required through the sixth cycle Housing Element.

   Policy 2-3 creates a hierarchy of priority uses. First are those uses defined as priorities in the Coastal Act and second, are those additional uses defined as priorities by the City.

   Policy 2-3. Priority Land Uses. *Define priority land uses and support development of such land uses throughout the City by the following categories: a. Coastal Act Priority Uses: Coastal-dependent uses, agricultural uses, visitor serving commercial uses, and coastal access and recreational facilities. Coastal Act Priority Uses are considered top tier priority in this LCP; and furthermore, as consistent with Coastal Act Section 30222, coastal-dependent industry and agriculture take precedence over all other uses*

*including visitor-serving commercial recreation facilities. b. Local Priority Uses: Affordable dwelling units for extremely low, very low, and low-income households. Local Priority Uses are considered second tier priority behind Coastal Act Priority Uses in this LCP.*

The Municipal Code/IP amendments do not conflict with Coastal Act Priority Uses and are located in areas designated for higher density housing specifically to avoid such use conflicts. The amendments support the Local Priority Use of creating more affordable housing.

2-5. Housing Element Conformance. *To ensure conformance with Coastal Act policies and priorities, focus the Housing Element's inventory of adequate [housing] sites within Town Center and through the Workforce Housing Overlay land use designation*.

The zoning amendments provide greater specificity for increasing density by applying the Workforce Housing Overlay in the Public Services zoning district and on certain sites within the Town Center, and by changing the zoning from R-2 to higher-density R-3 on sites located primarily in the Town Center, as identified in the sixth cycle Housing Element.

2-102. Workforce Housing Overlay – Public Facilities and Institutions. *Apply the Workforce Housing Overlay to portions of lands in the Public Facilities and Institutions land use designation. The overlay areas shall comply with the following requirements: a. The following locations and amount of housing may be considered for application of the Workforce Housing Overlay in the Public Facilities and Institutions land use designation: Public Schools: Up to 40 units may be developed at the Cabrillo Unified School District campuses. Units may be distributed amongst the different campuses, such as 10 units at Hatch Elementary/Pilarcitos High School, 20 units at Cunha Middle School, and 10 units at Half Moon Bay High School. At least one resident of each workforce housing unit shall be a full-time employee of the Cabrillo Unified School District. Other Public and Quasi-public Uses: Up to 10 units may be developed at the City of Half Moon Bay Ted Adcock Center; up to 40 units at the 515 Kelly Avenue Catholic Church; and up to 7 units at the 900 Cabrillo Highway North Lutheran Church. The units developed for this category shall be affordable to extremely low, very low, and low-income households. b. Subdivision of land to accommodate workforce housing is allowed only if the use of the site established for the workforce housing is permanently limited to school district workforce housing or affordable housing.*

In this amended Section 18.43.020(a) of the Municipal Code/IP, the workforce housing overlay is applied to parcels in the Public Facilities and Institutions land use designation that were also specifically required in the Housing Element.

**Section 2. Amendments.** The revised Zoning Map attached hereto as Exhibit 2 and incorporated herein by reference is hereby adopted. The amendments to Title 18 of the City of Half Moon Bay Municipal Code to revise Chapter 18.20 (Local Coastal Development Permits), and add new Chapters 18.43 (Higher Density Workforce Housing) and 18.44 (By-Right Affordable Housing Development) attached hereto as Exhibit 1 and incorporated herein by reference are hereby adopted.

**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**. On November 4, 2025, the City council adopted Resolution No. 2025-73 and thereby adopted the Mitigated Negative Declaration for the 2023-2031 (6th Cycle) Housing Element (the MND). The Municipal Code/IP amendments prepared in order to implement the Sixth Cycle Housing Element are covered by the MND and none of the circumstances under CEQA Guidelines Section 15162 that would require preparation of a subsequent EIR or negative declaration exist. Additionally, Public Resources Code Section 21080.9 exempts amendments to certified Local Coastal Programs from CEQA.

**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 acknowledgement by the California Coastal Commission.

**INTRODUCED** at a regular meeting of the City Council of the City of Half Moon Bay, California, on the 18th day of August 2026.

**ADOPTED** at a regular meeting of the City Council of the City of Half Moon Bay, California, held on the 1st day of September 2026, by the following vote:

AYES,
NOES,
ABSENT,
ABSTAIN,

ATTEST:

Maggie Rodriguez, City Clerk

APPROVED:

Debbie Ruddock, Mayor

**Chapter 18.20 LOCAL COASTAL DEVELOPMENT PERMITS**

[…]

18.20.055 Hearing Required.

A. A public hearing shall be required:

1. On all appealable development; and
2. Prior to the approval of any coastal development permit where the development would require a hearing as part of action on any other required permits, review, or discretionary action; provided, however, a public hearing shall not be required for By-Right Affordable Housing Development applications per Chapter 18.44.

B. Submittal of Written Comments. Any person may submit written comments to the community development director on an application for a coastal development permit, or on an appeal of a coastal development permit, at any time prior to the close of the public hearing.

C. Concurrent Processing and Hearings. A public hearing on a coastal development permit may be held concurrently with any other public hearing on the development.

**[..]**

**Chapter 18.43 Higher Density Workforce Housing**

18.43.010 Purpose and intent.

The purpose of this chapter is to provide new workforce housing using the Workforce Housing Overlay, as defined in the Local Coastal Program Land Use Plan (LUP). Specifically, it applies to the sites designated provide capacity to meet the City's lower-income Regional Housing Needs Assessment (RHNA) listed in the City of Half Moon Bay 6th Cycle (2023-2031) Housing Element sites inventory. This chapter allows residential use with increased density for workforce housing on certain designated sites where the applicable underlying zoning designation allows for public facilities and institutions uses (see Table 18.43.015).

Uses, in addition to residential use, and development standards are per underlying zoning (see Chapter 18.09 Public and Quasi-Public Land Use (P-S)).

18.43.015 Applicable sites.

The following sites are eligible for residential use at the following density to meet the City's RHNA goals:

Table 18.43.015 Applicable Sites

| Address | APN | Underlying Zoning | Overlay Density |
|---|---|---|---|
| 830 Stone Pine Road* | 056-590-010 | P-S | 30 du/ac |
| 498 Kelly Avenue* | 056-181-010 | P-S | 30 du/ac |
| 300 Block Church Street* | 056-150-020 | P-S | 45 du/ac |
| 0 Block Stone Pine Road | 056-250-070 | P-S | 30 du/ac |

** This site is also in the By-Right Affordable Housing Development (Chapter 18.44)*

18.43.020 Residential Use Criteria.

Residential development established through this chapter shall be limited to the occupancy provisions specified in the subsections below, based on the applicable underlying zoning designation. All affordable Higher Density Workforce Housing units are subject to deed restrictions and conditions of approval designed to ensure the housing will be affordable to the specified workforce.

Within the Public Services (PS) zoning designation, at least 20 percent of the units shall meet the following requirements:

A. Higher Density Workforce Housing units shall be affordable to extremely low, very low, low-income, or moderate-income households.

B. Subdivision of land to accommodate workforce housing is allowed only if the use of the site established for the workforce housing is deed-restricted to school district workforce housing or affordable housing.

18.43.025 Development Standards.

A. All other development standards are those applicable to the underlying zoning district.

## Chapter 18.44 By-Right Affordable Housing Development

18.44.010 Purpose and intent.

The purpose of this chapter is to implement the 6th Cycle Housing Element and State Government Code sections 65583, subdivisions (c)(1) and 65583.2 subdivisions (c), (h), and (i). In enacting this chapter, it is also the intent of the City to implement the goals, objectives, and policies of the City's Housing Element of the General Plan.

18.44.015 Applicable sites.

This chapter applies to properties where by-right approval, as defined in Government Code section 65583.2(h)(2)(i), is required for qualifying projects pursuant to Government Code sections 65583.2(h) and 65583.2(i), as may be amended from time to time. Specifically, it applies to certain sites included in the Housing Opportunity Sites inventory in the City's 6th Cycle Housing Element Table C-5 to provide capacity for the City's lower-income RHNA.

The qualifying housing development projects on the following sites are eligible for by-right zoning approval:

Table 18.44.015 Applicable Sites

| Address | APN | Underlying Zoning | Maximum Density | Use & Development Standards Chapter |
|---|---|---|---|---|
| 830 Stone Pine Road* | 056-260-180 | P-S | 30 du/ac | Ch. 18.09 |
| 498 Kelly Avenue* | 056-181-010 | P-S | 30 du/ac | Ch. 18.09 |
| 300 Block Church Street* | 056-150-020 | P-S | 45 du/ac | Ch. 18.09 |
| 101 Canada Cove Avenue | 066-081-190 | MHP | 21.78 du/ac | Ch. 18.17 |

| | | | | |
|---|---|---|---|---|
| 500 Block Poplar Street | 064-244-040 | R-3 | 29.04 du/ac | Ch. 18.06 |
| 500 Block Poplar Street | 064-244-030 | R-3 | 29.04 du/ac | Ch. 18.06 |
| 604 Poplar Street | 064-272-010 | R-3 | 29.04 du/ac | Ch. 18.06 |
| 604 Poplar Street | 064-272-020 | R-3 | 29.04 du/ac | Ch. 18.06 |
| 604 Poplar Street | 064-272-030 | R-3 | 29.04 du/ac | Ch. 18.06 |
| 600 Block Poplar Street | 064-272-170 | R-3 | 29.04 du/ac | Ch. 18.06 |
| 600 Block Poplar Street | 064-272-180 | R-3 | 29.04 du/ac | Ch. 18.06 |
| 600 Block Poplar Street | 064-272-190 | R-3 | 29.04 du/ac | Ch. 18.06 |
| 600 Block Poplar Street | 064-272-200 | R-3 | 29.04 du/ac | Ch. 18.06 |
| 940 Main Street | 064-272-100 | R-3 | 29.04 du/ac | Ch. 18.06 |

** This site is also in the Higher Density Workforce Housing Overlay (Chapter 18.43). Maximum density for these sites is per this overlay, see Table 18.43.015.*

18.44.020 Affordability Criteria.

In addition to a housing project being located on sites above, the project must meet the affordability criteria below. Housing development projects that are ineligible for by-right approval shall be subject to the requirements for residential development in the underlying zoning district.

A. Pursuant to Government Code Section 65583.2(c) and (h), housing development projects in which:
    a. At least 20 percent of the units proposed are affordable to lower income households, as defined in Health and Safety Code Section 50079.5, and is a household whose income is equal to or less than eighty percent of the area median income, as published by the California Department of Housing and Community Development. A "housing development project" shall have the same meaning as defined in Government Code Section 65589.5(h)(2).
    b. These sites shall be developed at a minimum density of 20 units per acre

18.44.025 Approval requirements.

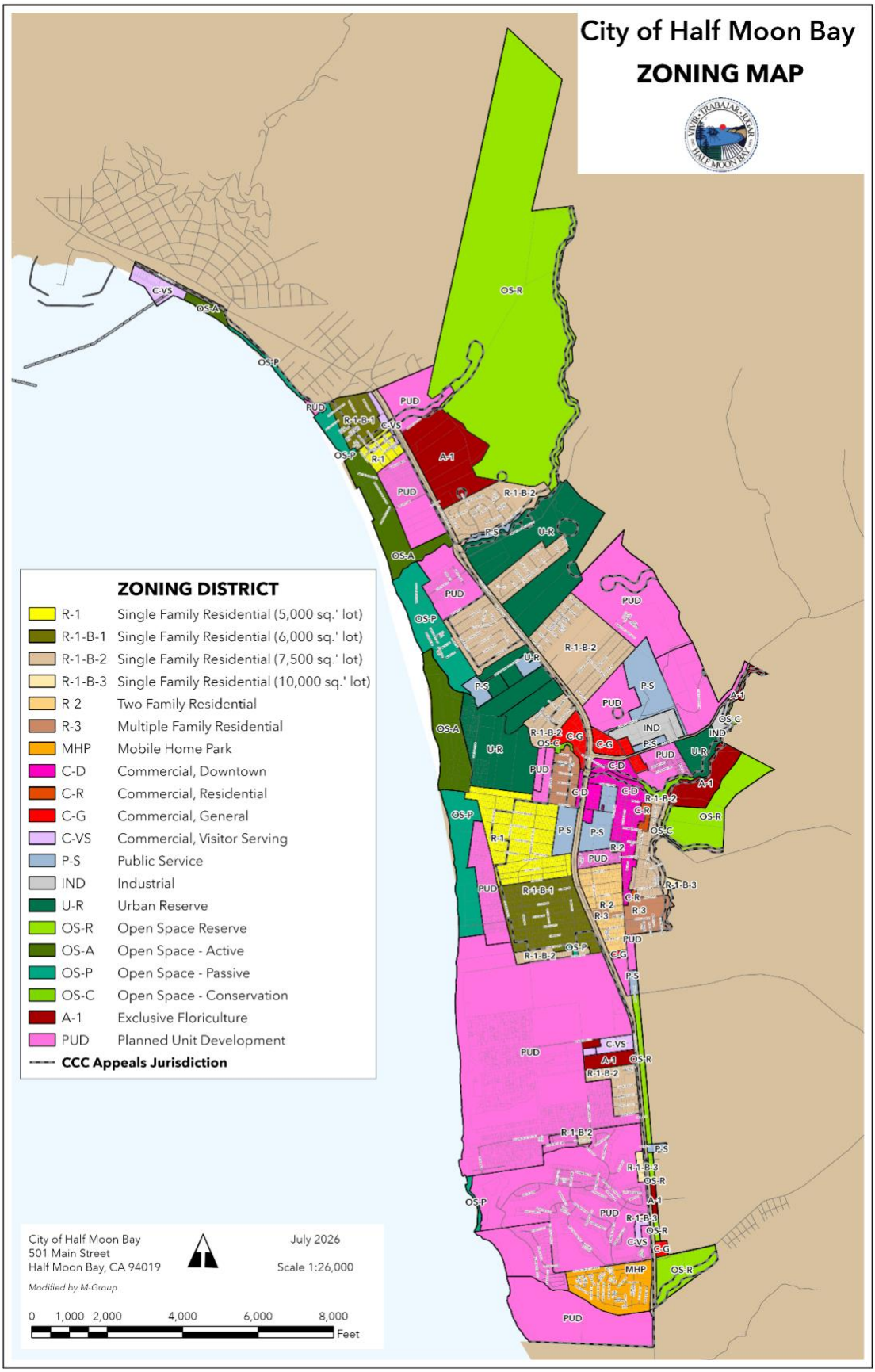
By-right or ministerial approval (without discretionary action) is required for sites identified in Chapter 18.44.015 for projects that meet all of the requirements of Government Code 65583.2(h) and (i) and Chapter 18.44.020 (A), provided that the project conforms with any applicable objective development standards (see "Use & Development Standards Chapter" column of Table 18.44.015).

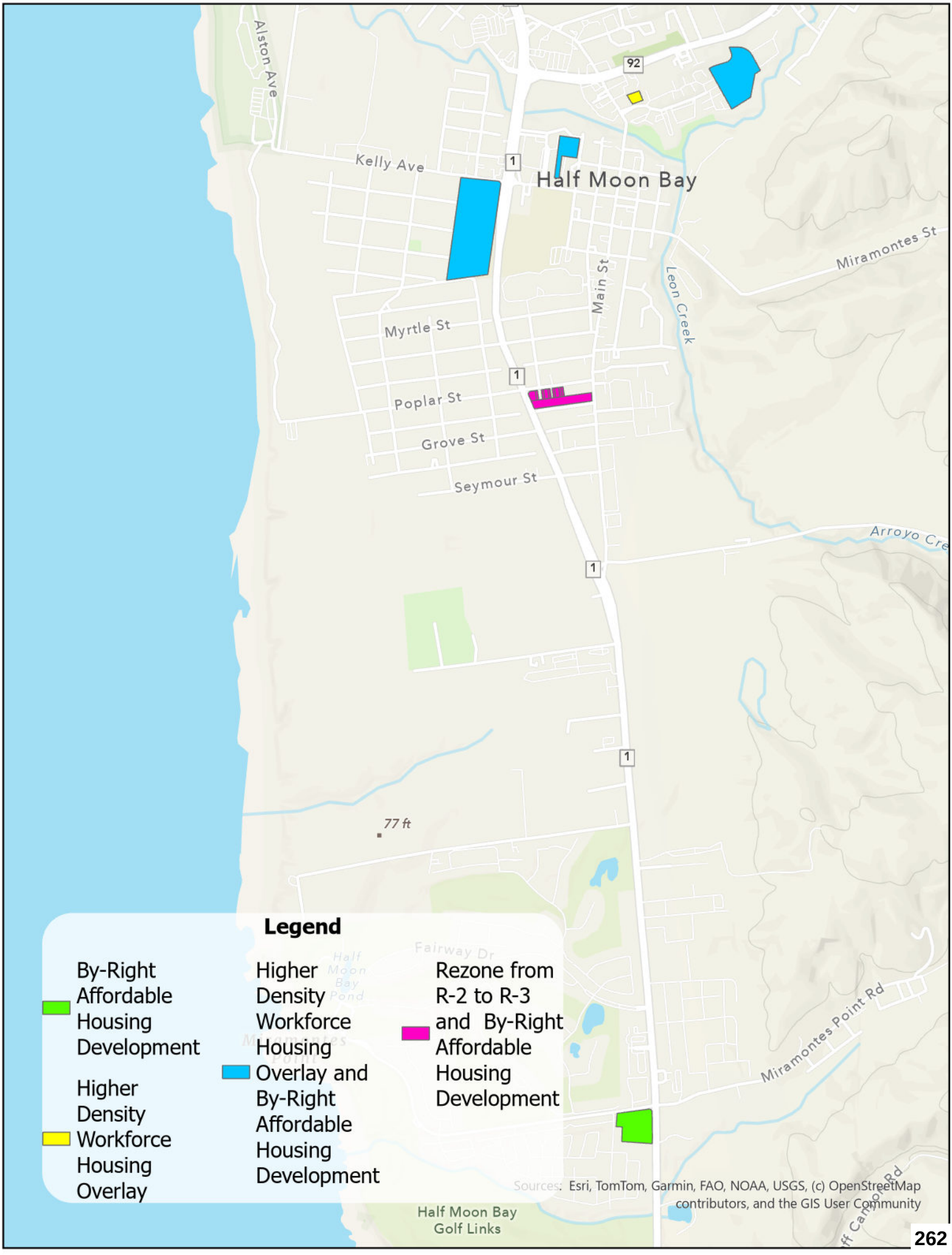
A. Sites subject to by-right approval that are located within the Coastal Zone shall also be subject to an administrative Coastal Development Permit, if a permit is required, per Chapter 18.20.025.
B. The Director shall approve, conditionally approve, or deny an application for development per this chapter (Chapter 18.44).
C. Public notice, appeals, and hearings apply to by-right review as follows:
    1. Notice Required. Notice of the intent to approve a by-right application, or approve with conditions, shall be mailed by the Director to the applicant. In the event the Director acts to deny the application, the Director shall notify the applicant of the right to appeal the denial to the Planning Commission.
    2. Appeals. Notwithstanding Chapter 1.25 of the Municipal Code, no appeal of an approval of a By Right Affordable Housing Development Project subject to this Chapter shall be allowed. The project applicant has the right to appeal a denial of a By Right Affordable Housing Development Project utilizing the procedures set forth in Chapter 1.25.
    3. Hearings. No public hearing shall be required for by-right review.
        a. No hearing is required for a Local Coastal Development Permit for an application under this chapter (Chapter 18.44), see 18.20.055(A)(2).
D. The Director may approve a project that meets the requirements of this chapter only after making the following finding:

1. The proposed development is consistent with the objective standards of the: General Plan, this Development Code, the City's Local Coastal Program & Land Use Plan and other City goals, policies, and standards, as applicable.

E. In approving a by-right application, the Director may impose conditions of approval to ensure that the development will comply with the findings required by Subsection D.

Amended Zoning Map
(Next Page)


City of Half Moon Bay
ZONING MAP
ZONING DISTRICT
R-1 Single Family Residential (5,000 sq.' lot)
R-1-B-1 Single Family Residential (6,000 sq.' lot)
R-1-B-2 Single Family Residential (7,500 sq.' lot)
R-1-B-3 Single Family Residential (10,000 sq.' lot)
R-2 Two Family Residential
R-3 Multiple Family Residential
MHP Mobile Home Park
C-D Commercial, Downtown
C-R Commercial, Residential
C-G Commercial, General
C-VS Commercial, Visitor Serving
P-S Public Service
IND Industrial
U-R Urban Reserve
OS-R Open Space Reserve
OS-A Open Space - Active
OS-P Open Space - Passive
OS-C Open Space - Conservation
A-1 Exclusive Floriculture
PUD Planned Unit Development
CCC Appeals Jurisdiction
City of Half Moon Bay
501 Main Street
Half Moon Bay, CA 94019
Modified by M-Group
July 2026
Scale 1:26,000
0 1,000 2,000 4,000 6,000 8,000
Feet


Alston Ave
92
Kelly Ave
1
Half Moon Bay
Miramontes St
Main St
Leon Creek
Myrtle St
Poplar St
Grove St
Seymour St
Arroyo Cre
77 ft
Fairway Dr
Miramontes Point Rd
Half Moon Bay Golf Links
Legend
By-Right Affordable Housing Development
Higher Density Workforce Housing Overlay
Higher Density Workforce Housing Overlay and By-Right Affordable Housing Development
Rezone from R-2 to R-3 and By-Right Affordable Housing Development
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**
**DIVISION OF HOUSING POLICY DEVELOPMENT**
651 Bannon Street, Suite 400
Sacramento, CA 95811
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov

February 2, 2026

Leslie Lacko, Director
Community Development
City of Half Moon Bay
501 Main Street
Half Moon Bay, CA, 94019

Dear Leslie Lacko:

**RE: Half Moon Bay's 6th Cycle (2023-2031) Adopted Housing Element**

Thank you for submitting the City of Half Moon Bay's (City) housing element that was adopted November 4, 2025, and received for review on December 8, 2025. Pursuant to Government Code section 65585, the California Department of Housing and Community Development (HCD) is reporting the results of its review. Our review was facilitated by conversations on January 22 and 29, 2026 with City staff and consultants. In addition, HCD considered comments from Housing Leadership Council and the Coastside County Water District pursuant to Government Code section 65585, subdivision (c).

The adopted housing element meets the statutory requirements of State Housing Element Law (Gov. Code, § 65580 et seq), including findings that were described in HCD's May 20, 2025 review. However, the housing element cannot be found in substantial compliance until the City has completed necessary rezones to address the shortfall of sites to accommodate the regional housing need allocation (RHNA) (See Below). The housing element will substantially comply with State Housing Element Law (Gov. Code, § 65580 et seq) when all necessary rezonings are completed, submitted to, and approved by HCD, in accordance with Government Code section 65585.

For your information, pursuant to Assembly Bill 1398 (Chapter 358, Statutes of 2021), if a local government does not adopt a compliant housing element within 120 days of the statutory deadline (January 31, 2023), then any rezoning to make prior identified sites available or accommodate the RHNA pursuant to Government Code sections 65583, subdivision (c)(1) and 65583.2, subdivisions (c), (h) and (i), shall be completed no later than one year from the statutory deadline. As this year has passed and Programs 1-1 (Provision of Adequate Sites) and 1-10 (Sites Identified in Prior Planning Periods) have not been completed, the housing element is out of compliance and will remain out of compliance until the rezones have been completed. Once the City completes the rezones, a copy of the resolution or ordinance should be transmitted to HCD. HCD will

review the documentation and issue correspondence identifying the updated status of the City's housing element compliance.

As a reminder, the City's 6th cycle housing element was due January 31, 2023. As of today, the City has not completed the housing element process for the 6th cycle. The City's 5th cycle housing element no longer satisfies statutory requirements. HCD encourages the City to expeditiously complete rezoning and submit the appropriate documentation to HCD to regain substantial compliance.

Additionally, the City must continue timely and effective implementation of all programs including but not limited to the following:

- Program 1-1: Provision of Adequate Sites
- Program 1-2: Missing Middle Housing Development Standards
- Program 1-3: Below Market Rate Housing Ordinance
- Program 1-4: Residential Density Bonus Ordinance
- Program 1-5: Accessory Dwelling Units
- Program 1-6: Small Lot Development
- Program 1-7: Diverse Housing Types
- Program 1-8: Diverse and Healthy Neighborhoods
- Program 1-10: Sites Identified in Prior Planning Periods
- Program 2-4: Mobile Home Park Affordability Protections
- Program 3-4: Housing for Essential Workers
- Program 3-5 Large and Multi-Generational Households
- Program 3-7: Emergency Shelters and Transitional and Supportive Housing
- Program 3-9: Group Homes
- Program 3-10: Housing for Homeless Individuals and Families
- Program 4-6: Increased Funding for Affordable Housing
- Program 4-7: Affordable Housing Fund Management and Use
- Program 4-8: Public Lands
- Program 4-9: Reduce Affordable Housing Development Costs
- Program 6-4: Removal of Constraints
- Program 6-5: Priority Water and Sewer Connections for Affordable Housing
- Program 6-8: Residential Dwelling Unit Allocation System
- Program 6-9: Consistency in Planning Documents

The City must monitor and report on the results of these and other programs through the annual progress report, required pursuant to Government Code section 65400. Please be aware, Government Code section 65585, subdivision (i) grants HCD authority to review any action or failure to act by a local government that it determines is inconsistent with an adopted housing element or housing element law. This includes failure to implement program actions included in the housing element. HCD may revoke housing element compliance if the local government's actions do not comply with state law.

Several federal, state, and regional funding programs consider housing element compliance as an eligibility or ranking criteria. For example, the Caltrans Senate Bill (SB) 1 Sustainable Communities grant, the Affordable Housing and Sustainable Communities program, and HCD's Permanent Local Housing Allocation consider housing element compliance and/or annual reporting requirements pursuant to Government Code section 65400. With a compliant housing element, the City will meet housing element requirements for these and other funding sources.

For your information, some general plan element updates are triggered by housing element adoption. HCD reminds the City to consider timing provisions and welcomes the opportunity to provide assistance. For information, please see the Technical Advisories issued by the Governor's Office of Land Use and Climate Innovation at: https://www.lci.ca.gov/planning/general-plan/guidelines.html.

HCD appreciates the collaboration from yourself, City staff, and consultants throughout the housing element update and review. We are committed to assisting the City in addressing all statutory requirements of State Housing Element Law, including providing technical assistance through the rezoning process. If you have any questions or need additional technical assistance, please contact Anthony Errichetto, of our staff, at Anthony.Errichetto@hcd.ca.gov.

Sincerely,



Paul McDougall
Senior Program Manager

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**
**DIVISION OF HOUSING POLICY DEVELOPMENT**
651 Bannon Street, Suite 400
Sacramento, CA 95811
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov

March 24, 2026

Matthew Chidester, City Manager
City of Half Moon Bay
501 Main Street
Half Moon Bay, CA 94019

Dear Matthew Chidester:

**RE: City of Half Moon Bay Failure to Adopt a Compliant 6th Cycle Housing Element – Notice of Violation**

The City of Half Moon Bay's (City) 6th cycle housing element was due on January 31, 2023.[1] The City's most recent housing element draft is not in substantial compliance with Housing Element Law.[2] While the California Department of Housing and Community Development (HCD) recognizes that the City responded to HCD's March 1, 2024 Letter of Inquiry with a general timeline for compliance, and appreciates the extensive contact with HCD, the City's proposed date of October 2026 for completion of its rezones is unsatisfactory. This timeline would delay HCD's determination of whether the City achieves substantial compliance until the fourth quarter of 2026, more than three years past its statutory due date. Therefore, the City is in violation of Housing Element Law.[3]

Under Government Code section 65585, subdivision (i)(1)(A), HCD has the authority to review any action or failure to act that it determines to be inconsistent with either an adopted housing element or Government Code section 65583 and to issue written findings of such noncompliance. Additionally, HCD must notify a local government when that local government takes actions that violate Government Code section 65583 and may refer such violations to the California Office of the Attorney General.[4]

**6th Cycle Housing Element Submission and Review History**

The 6th cycle planning period for the City is January 31, 2023, through January 31, 2031. The City failed to adopt a compliant housing element by its 6th cycle due date of January 31, 2023. HCD records are as follows:

[1] Gov. Code, § 65588, subd. (e)(3).
[2] Article 10.6 (commencing with section 65580) of Chapter 3 of the Government Code.
[3] Gov. Code, § 65585.
[4] Gov. Code, § 65585, subds. (i)(1)(A) and (j).

- On March 17, 2023, HCD issued a Letter of Inquiry to the City noting HCD has not received a draft housing element submittal from the City.
- On April 18, 2023, the City responded to HCD's Letter of Inquiry with a date of May 31, 2023 or soon thereafter to submit its housing element to HCD.
- On June 1, 2023, the City submitted an initial draft housing element to HCD for review.
- On August 30, 2023, HCD issued a findings letter to the City noting multiple revisions necessary for the housing element to be compliant with Housing Element Law.
- On March 1, 2024, HCD issued a Letter of Inquiry to the City requesting the City provide a specific timeline for (1) submitting an updated draft housing element and (2) obtaining compliance with Housing Element Law, no later than April 1, 2024.
- March 7, 2024, the City responded to HCD's Letter of Inquiry with an April or May 2024 date to bring the housing element to the Planning Commission and then to the City Council soon thereafter.
- On September 6, 2024, the City submitted a subsequent draft housing element to HCD for review.
- On November 5, 2024, HCD issued a second findings letter to the City noting multiple revisions were still necessary for the housing element to be compliant with Housing Element Law.
- On March 21, 2025, the City submitted a subsequent draft housing element to HCD for review.
- On May 20, 2025, HCD issued a third findings letter to the City noting multiple revisions were still necessary for the housing element to be compliant with Housing Element Law.
- On September 2, 2025, HCD contacted the City by email requesting an updated timeline for compliance.
- On September 8, 2025, the City provided an updated timeline for the housing element and mitigated negative declaration scheduled for Planning Commission review on October 28, 2025 and a City Council vote on November 18, 2025.
- On November 19, 2025, HCD contacted the City by email requesting a status update from the City Council meeting on the housing element.
- On November 19, 2025, the City responded by email that the City Council approved the housing element with some changes and therefore it needed to be re-noticed and posted prior to submitting it to HCD.
- On December 1, 2025, HCD contacted the City regarding the status of the City's housing element.
- On December 5, 2025, the City submitted an element adopted on November 4, 2025 to HCD for review.
- On February 2, 2026, HCD issued a fourth findings letter to the City noting the housing element met the statutory requirements described in HCD's review, but that the housing element could not be found in substantial compliance until the

City completed its required rezones, and both the housing element and rezones were adopted, submitted to, and approved by HCD.

- On February 24, 2026, HCD contacted the City's consultant by email to obtain an updated timeline for completing the necessary rezones.
- On February 25, 2026, the City's consultant responded by email that the City is in the process of putting together a timeline.
- On March 9, 2026, the City's consultant responded by email with an estimate that the zoning amendments and local coastal plan amendments will be completed in October 2026.

**Technical Assistance Offered**

HCD has made resources and technical assistance available to assist local jurisdictions in creating comprehensive housing elements. Despite extensive technical assistance, including numerous meetings and comprehensive written guidance, numerous findings have remained unaddressed by the City.

In addition, the HCD has made available $123 million in planning grants for regions, cities, and counties to prepare, adopt, and implement plans that streamline housing approvals and accelerate housing production. Under that program, the City was eligible for, and received, an award of $160,000 through SB 2. The City was also eligible for, and received, $65,000 through the Local Early Action Planning Grant (LEAP) for local planning activities.

**Consequences of Noncompliance**

Consequences apply if the City does not have a housing element in substantial compliance with Housing Element Law. First, noncompliance results in ineligibility or delay in receiving state funds that require a compliant housing element as a condition precedent, including, but not limited to, the following:

- Permanent Local Housing Allocation Program
- Local Housing Trust Fund Program
- Infill Infrastructure Grant Program
- Senate Bill 1 Caltrans Sustainable Communities Grants
- Affordable Housing and Sustainable Communities Program

Second, under the Housing Accountability Act, jurisdictions that do not have a substantially compliant housing element are subject to the Builder's Remedy.[5]

[5] Gov. Code, § 65589.5, subds. (d)(6), (f)(6), and (h)(11).

In addition, HCD may notify the California Office of the Attorney General.[6] Furthermore, state law provides for court-imposed penalties for persistent noncompliance, including enhanced financial penalties. Government Code section 65585, subdivision (l)(1), establishes a minimum fine of $10,000 per month, up to $100,000 per month for jurisdictions that fail to comply with a court order to bring its housing element into compliance. If a jurisdiction remains noncompliant, a court may multiply those penalties by a factor of three and then six, depending on the duration of the continued noncompliance.[7] If a jurisdiction fails to comply after six months from the imposition of fees, the court may also appoint a receiver.[8]

Finally, in any action brought by the Attorney General or HCD to enforce the adoption of housing element revisions, jurisdictions are subject to additional fines of between $10,000 and $50,000 per month for each violation, accrued from the date of the violation until the date the violation is cured, including investigation costs, expert fees, attorneys' fees, costs, and any other relief the court deems appropriate.[9]

**Findings and Conclusion**

HCD finds that the City has failed to adopt a substantially compliant housing element and is therefore in violation of state law. Pursuant to Government Code section 65585, subdivision (i)(1)(A), the City has until April 23, 2026, to provide a written response to this notice before HCD takes any of the actions authorized by section 65585, including, but not limited to, referral to the California Office of the Attorney General.

In addition, pursuant to Government Code section 65585, subdivision (k), HCD hereby offers the City two meetings within the next 30 days to discuss the City's violations and its failure to adopt a substantially compliant housing element.

State housing laws are effective only with the cooperation of local governments. HCD understands that local governments may encounter staffing and resource constraints in their efforts to gain compliance. However, housing elements, and the timely implementation thereof, are essential to developing a blueprint for growth and are a vital tool to address California's prolonged housing crisis. To meet the 6th cycle update requirements for a substantially compliant housing element, the City must complete its rezones, adopt the housing element and rezones, and submit a copy of the adopted housing element and rezone documentation to HCD for review and certification before it can be considered compliant[10]

[6] Gov. Code, § 65585, subd. (j).
[7] Gov. Code, § 65585, subds. (l)(2) and (3).
[8] Gov. Code, § 65585, subd. (l)(3)(B).
[9] Gov. Code, § 65009.1, subd. (a).
[10] Gov. Code, § 65585, subds. (b)-(h).

If you have any questions or would like to discuss the contents of this letter, please contact Leslie Woodman at Leslie.Woodman@hcd.ca.gov.

Sincerely,



Melinda Coy
Housing Accountability Unit Chief

**ATTACHMENT 6**
**Public Comments**

## City Council – August 18, 2026

Public Comments from August 7th thru August 13th

- Masara 08/07
- Haynes Boone 8/12

## Planning Commission – August 5, 2026

Public Comments from July 31 thru August 5th

- Haynes Boone 07/31
- Joanes 08/04
- Lippert 08/03
- de Souza 08/03

# HAYNES BOONE

August 12, 2026

Direct Phone Number +1 415-293-8935
steve.wilson@haynesboone.com

Debbie Ruddock, Mayor
Deborah Penrose, Councilmember
Robert Brownstone, Councilmember
Patric Jonsson, Councilmember
Paul Nagengast, Councilmember
Denise Bazzano, City Attorney
Matthew Chidester, City Manager
City of Half Moon Bay
501 Main St.
Half Moon Bay, CA 94019

Re: August 18, 2026 Council Meeting/ Candidate Sites for High Density Housing

Dear City Council:

I write on behalf of my clients Our Lady of the Pillar Catholic Church and its affiliated parochial school, our Lady of the Pillar Academy (together, "OLP"). This matter came before the Planning Commission on August 5. I filed a letter on behalf of OLP detailing our objections to the fact that OLP property long designated as the site for a needed new building for OLP Academy is still shown as a candidate site for high density housing pursuant to a proposed Workforce Housing Overlay to be applied to the current P-S zoning. I attach a copy of that letter to refresh your recollection of the issue.

Two years ago, in an earlier submittal of the Housing Element to the state, OLP parishioners and other community members turned out in force to protest this, and the Council nonetheless approved inclusion of the site by divided vote. The city has failed to meet the state's expectations for a compliant Housing element within that time, and the issue has arisen again. During that entire time, there has been no outreach to OLP by Councilmembers or staff regarding this issue, which to OLP signifies either a city attitude that OLP will play along with the city or (worse) an attempt to bulldoze the parishioners. Two years provided adequate time to address this issue, for which there are solutions.

You have, whether through inattention or design, created massive mistrust on the part of a large percentage of the voting population. The line articulated two years ago was "don't worry about this, nobody will force you to sell your property. We're only doing this because the state has to see enough candidate sites." Don't expect OLP parishioners to believe this. What does it say

about civic integrity when a city designates a candidate housing site to the state knowing full well that the owner won't sell it and has solid legal basis to resist it in court?

The parishioners also want clarification and confirmation on a related point. Many candidate sites are being upzoned from R-2 to R-3. The OLP site is however proposed for a Workforce Housing Overlay as opposed to R-3 zoning. We request confirmation that none of the other requirements of R-3 zoning will be engrafted onto any action taken with respect to the OLP property. Of specific concern is the fact that R-3 zoning requires a Conditional Use Permit for a private school, whereas the school is categorically permitted under current zoning. Moreover, a CUP requirement would appear to apply also to any significant improvement or modification of current church property. OLP considers any such new requirements entirely unacceptable.

There is time before this hearing for the city to reach out to OLP and propose actions that will demonstrate good faith and arrest the further decline of public trust.

Very truly yours,

HAYNES AND BOONE LLP

W. Stephen Wilson

Steve Wilson
Senior Counsel, Real Estate

cc: Clients

I Support the Church

From: mark massara [redacted]

To: Bridget Jett

Fri 8/7/2026 10:04 AM

Dear City,

Please add me to the list of those who oppose the Cycle 6 Housing Element / LCP Implementation Plan and Revised Zoning Map.

Among other things I support the Church and don't appreciate the City attempting to use Church property to provide housing. That is a sham designed to fake compliance with housing laws with everyone knowing full well the housing will never be realized.

Instead, the City should be analyzing and including real housing opportunities, and the many open undeveloped areas throughout the City that are excellent areas for future development, including increasing density in the partially developed Pacific Ridge project, the Podesta fields, Beachwood, and the Surf Beach and Dunes tracts.

The continued legacy of numerous ill conceived PUDs throughout the City is the primary reason the City is in violation of state housing laws, not a lack of available space. In other words, the continued non-compliance is willful and deliberate. Using fake development goals like Church properties is shameful, and should be stricken asap. The only way to positively impact the housing crises is to actually build more housing, not simply talk about it or carry on like building a few units downtown is going to make a difference.

Thank you,

Mark Massara
[redacted]
HMB CA

# HAYNES BOONE

Direct Phone Number +1 415-293-8935
steve.wilson@haynesboone.com

July 31, 2026

Mr. David Gorn, Chair, Planning Commission
Mr. Rick Hernandez, Member
Mr. Christopher Del Nagro, Member
Mr. Jacob (Jim) Rems, Member
Mr. Steve Ruddock, Member
Ms. Bridget Jett, Planning Analyst
Denise Bazzano, Esq., City Attorney (via e-mail)
Mr. Matthew Chidester, City Manager

Re: August 5, 2026 Half Moon Bay Planning Commission Meeting
Proposed Rezoning of 300 Block of Church St. to Permit Development of Workforce Housing

Dear Planning Commission and City Officials:

I write on behalf of our clients Our Lady of the Pillar Catholic Church ("Church") and its affiliate Our Lady of the Pillar Academy, a parochial school operating on its premises ("School"). If the Planning Commission was not already aware, plans are well advanced for the Church to construct a parochial school building on APN #056-150-020, a contiguous part of the Church property on the 300 block of Church St. Details of the planned development have been under discussion for some time between Mr. Derek Kulda, on behalf of School, and city staff. The city included this site as a housing candidate in its last submittal of its Housing Element to the Department of Housing on a divided Council vote after hearing heated objections by Church, School and over 100 parishioners who attended the Council meeting held on August 7, 2024. At that meeting, a certain Councilmember, while on record, made prejudicial and inimical comments about the Catholic Church, a bell that cannot be un-rung.

The unanimous view of Church, School and parishioners is that their Constitutional rights to free exercise of religion through construction and maintenance of a parochial school on their land are paramount to the city's interests in possible construction of housing on the site, including workforce housing. In short, the Planning Commission should decline to include this parcel in its rezoning exercise.

Our view has been discussed with the most senior officials from the Archdiocese of San Francisco, and the Archdiocese agrees entirely with Church and School. The availability of Catholic education on the Coastside, especially to Spanish-speaking families who are the predominant parishioners, cannot be compromised. At the earlier City Council meeting, literally dozens of parents spoke their passionate preference for the teaching and values of Catholic education for their children. There are not alternative sites available for a parochial school, which must be proximate to the church because of frequent masses and other characteristic religious exercise attended daily by the students. As suggested below, the city has other site options that have (astonishingly) been ignored.

Our concerns are magnified by the perception that the City Council has provided the Planning Commission (and staff) with no direction or authority to re-examine candidate housing sites, and that the Planning commission has, in effect, been strait-jacketed in what it can consider and recommend through the August 5 meeting. We will ask you for a full disclosure of your current authorization and direction at the August 5 meeting, so please be prepared to respond completely to my clients, their parishioners and the public at the August 5 meeting.

The social and policy issues alone should be determinative. In order to present the whole picture, however, I should reiterate the daunting (we believe hopeless) legal position in which the City would find itself if it actively tried to force its will upon an unwilling population. We previewed this at the earlier City Council meeting.

Since Church is unwilling to sell the subject parcel, the city's only available recourse is to attempt to take it by exercise of its eminent domain power. Church and School would file in Federal District Court for injunctive relief and for determination of their Constitutional rights under the religious exercise clause of the First Amendment as well as the Fourteenth Amendment (equal protection) and the Religious Land Use and Institutionalized Persons Act ("RLUIPA"). We acknowledge that the mere fact of rezoning to a more inclusive set of categorically and conditionally permitted uses does not, per se, violate the Constitution or Federal law. An attempted taking or enactment of zoning restricting or inhibiting the planned School use would do so.

An example is instructive. A widely followed California Federal District Court opinion[1] involved a conflict between a church's announced plans for a youth educational and recreational facility and the city's attempt to use eminent domain to acquire the land to turn it over to a Costco developer. The court found that the city's refusal to allow the church's development to proceed involved (in the words of RLUIPA) "a land use regulation or system of land use regulations, under which a government makes, or has in place formal or informal procedures that permit the government to make individualized assessments." Government action that thwarts religious exercise such as developing a school was found here to impose a substantial burden on core religious beliefs. The court concluded: "Preventing a church from building a worship site fundamentally inhibits its ability to practice its religion." Again, a parochial school is categorically an exercise of religion. The court in this case also rejected the city's argument that substantial revenue generation for the city is a compelling state interest.

Our assertion that there is no "compelling state interest" here is supported by a pair of vivid examples of parcels that will support substantial development and have been ignored in past and current studies. These were discussed in the earlier Council hearing. The first is the "Beachwood" (originally Chop Keenan) site owned by the city. Even with delineated wetlands, developable land exists to build significant housing—and of course the city already owns it. From another feasible approach, the city could also acquire—or have its chosen developer acquire—conservation mitigation property on another site to develop more of Beachwood.

The second parcel not considered is the "Podesta" property downhill from the high school, which at last check was zoned PUD. For a moment, let's indulge the worst-case argument that traffic is a barrier to housing development on the site. There is a solution. Seniors in congregate care facilities seldom drive. A brief review of pending legislation in Sacramento discloses two pending and probable legislative solutions. Both pending AB 1131 and AB 1567 propose that zoning enactments and adoption of updated Housing Elements may include units of newly developed congregate care for seniors in their RHNA counts up to 15% of the city's requirement. Neither of these bills has any announced opposition. One of these is, we believe, destined to become law. In evaluating the source and relative gravity of housing needs among Coastside demographic groups, nobody would deny that seniors are, along with farmworkers, among the

[1] Cottonwood Christian Center v. Cypress Redevelopment Agency, 218 F.Supp. 2d 1203 (C.D. Cal. 2002)

most disadvantaged. If you're a Coastside senior and cannot get into a rental with Mid-Pen on South Main Street or afford a $500,000 unit in Canada Cove, you have nowhere to go on the Coast. The Podesta property must be on your list.

To sum up, a present rezoning and future attempt to take church property designated for a parochial school is a Quixotic exercise which has already failed the test of public opinion and would result in a disastrous court outcome for the City. Alternative sites are available and we urge you to avoid a cynical attitude toward the current dilemma of "we have to show them something, let's show them this." We are prepared to send this letter to both the Attorney General (in relation to the pending litigation) and the Department of Housing if the city ultimately insists on including the 300 block of Church St. in its rezoning effort.

My clients and I are available to discuss if you wish.

Very truly yours,

W. Stephen Wilson

Steve S. Wilson
Senior Counsel

cc: Our Lady of the Pillar Church
Our Lady of the Pillar Academy
Archdiocese of San Francisco

# HAYNES BOONE

Direct Phone Number +1 415-293-8935
steve.wilson@haynesboone.com

July 31, 2026

Mr. David Gorn, Chair, Planning Commission
Mr. Rick Hernandez, Member
Mr. Christopher Del Nagro, Member
Mr. Jacob (Jim) Rems, Member
Mr. Steve Ruddock, Member
Ms. Bridget Jett, Planning Analyst
Denise Bazzano, Esq., City Attorney (via e-mail)
Mr. Matthew Chidester, City Manager

Re: August 5, 2026 Half Moon Bay Planning Commission Meeting
Proposed Rezoning of 300 Block of Church St. to Permit Development of Workforce Housing

Dear Planning Commission and City Officials:

I write on behalf of our clients Our Lady of the Pillar Catholic Church ("Church") and its affiliate Our Lady of the Pillar Academy, a parochial school operating on its premises ("School"). If the Planning Commission was not already aware, plans are well advanced for the Church to construct a parochial school building on APN #056-150-020, a contiguous part of the Church property on the 300 block of Church St. Details of the planned development have been under discussion for some time between Mr. Derek Kulda, on behalf of School, and city staff. The city included this site as a housing candidate in its last submittal of its Housing Element to the Department of Housing on a divided Council vote after hearing heated objections by Church, School and over 100 parishioners who attended the Council meeting held on August 7, 2024. At that meeting, a certain Councilmember, while on record, made prejudicial and inimical comments about the Catholic Church, a bell that cannot be un-rung.

The unanimous view of Church, School and parishioners is that their Constitutional rights to free exercise of religion through construction and maintenance of a parochial school on their land are paramount to the city's interests in possible construction of housing on the site, including workforce housing. In short, the Planning Commission should decline to include this parcel in its rezoning exercise.

Our view has been discussed with the most senior officials from the Archdiocese of San Francisco, and the Archdiocese agrees entirely with Church and School. The availability of Catholic education on the Coastside, especially to Spanish-speaking families who are the predominant parishioners, cannot be compromised. At the earlier City Council meeting, literally dozens of parents spoke their passionate preference for the teaching and values of Catholic education for their children. There are not alternative sites available for a parochial school, which must be proximate to the church because of frequent masses and other characteristic religious exercise attended daily by the students. As suggested below, the city has other site options that have (astonishingly) been ignored.

Our concerns are magnified by the perception that the City Council has provided the Planning Commission (and staff) with no direction or authority to re-examine candidate housing sites, and that the Planning commission has, in effect, been strait-jacketed in what it can consider and recommend through the August 5 meeting. We will ask you for a full disclosure of your current authorization and direction at the August 5 meeting, so please be prepared to respond completely to my clients, their parishioners and the public at the August 5 meeting.

The social and policy issues alone should be determinative. In order to present the whole picture, however, I should reiterate the daunting (we believe hopeless) legal position in which the City would find itself if it actively tried to force its will upon an unwilling population. We previewed this at the earlier City Council meeting.

Since Church is unwilling to sell the subject parcel, the city's only available recourse is to attempt to take it by exercise of its eminent domain power. Church and School would file in Federal District Court for injunctive relief and for determination of their Constitutional rights under the religious exercise clause of the First Amendment as well as the Fourteenth Amendment (equal protection) and the Religious Land Use and Institutionalized Persons Act ("RLUIPA"). We acknowledge that the mere fact of rezoning to a more inclusive set of categorically and conditionally permitted uses does not, per se, violate the Constitution or Federal law. An attempted taking or enactment of zoning restricting or inhibiting the planned School use would do so.

An example is instructive. A widely followed California Federal District Court opinion[1] involved a conflict between a church's announced plans for a youth educational and recreational facility and the city's attempt to use eminent domain to acquire the land to turn it over to a Costco developer. The court found that the city's refusal to allow the church's development to proceed involved (in the words of RLUIPA) "a land use regulation or system of land use regulations, under which a government makes, or has in place formal or informal procedures that permit the government to make individualized assessments." Government action that thwarts religious exercise such as developing a school was found here to impose a substantial burden on core religious beliefs. The court concluded: "Preventing a church from building a worship site fundamentally inhibits its ability to practice its religion." Again, a parochial school is categorically an exercise of religion. The court in this case also rejected the city's argument that substantial revenue generation for the city is a compelling state interest.

Our assertion that there is no "compelling state interest" here is supported by a pair of vivid examples of parcels that will support substantial development and have been ignored in past and current studies. These were discussed in the earlier Council hearing. The first is the "Beachwood" (originally Chop Keenan) site owned by the city. Even with delineated wetlands, developable land exists to build significant housing—and of course the city already owns it. From another feasible approach, the city could also acquire—or have its chosen developer acquire—conservation mitigation property on another site to develop more of Beachwood.

The second parcel not considered is the "Podesta" property downhill from the high school, which at last check was zoned PUD. For a moment, let's indulge the worst-case argument that traffic is a barrier to housing development on the site. There is a solution. Seniors in congregate care facilities seldom drive. A brief review of pending legislation in Sacramento discloses two pending and probable legislative solutions. Both pending AB 1131 and AB 1567 propose that zoning enactments and adoption of updated Housing Elements may include units of newly developed congregate care for seniors in their RHNA counts up to 15% of the city's requirement. Neither of these bills has any announced opposition. One of these is, we believe, destined to become law. In evaluating the source and relative gravity of housing needs among Coastside demographic groups,

[1] Cottonwood Christian Center v. Cypress Redevelopment Agency, 218 F.Supp. 2d 1203 (C.D. Cal. 2002)

nobody would deny that seniors are, along with farmworkers, among the most disadvantaged. If you're a Coastside senior and cannot get into a rental with Mid-Pen on South Main Street or afford a $500,000 unit in Canada Cove, you have nowhere to go on the Coast. The Podesta property must be on your list.

To sum up, a present rezoning and future attempt to take church property designated for a parochial school is a Quixotic exercise which has already failed the test of public opinion and would result in a disastrous court outcome for the City. Alternative sites are available and we urge you to avoid a cynical attitude toward the current dilemma of "we have to show them something, let's show them this." We are prepared to send this letter to both the Attorney General (in relation to the pending litigation) and the Department of Housing if the city ultimately insists on including the 300 block of Church St. in its rezoning effort.

My clients and I are available to discuss if you wish.

Very truly yours,

W. Stephen Wilson

Steve S. Wilson
Senior Counsel

cc: Our Lady of the Pillar Church
Our Lady of the Pillar Academy
Archdiocese of San Francisco

# HAZEL JOANES

**August 4, 2026**

Chair David Gorn and Members of the
Half Moon Bay Planning Commission
501 Main Street
Half Moon Bay, CA 94019

**Re: Municipal Code Amendments to Implement the Sixth Cycle Housing Element—PDP-26-047**

Dear Chair Gorn and Planning Commissioners:

I support responsible planning for housing and recognize the City's obligation to comply with State Housing Element Law. I also recognize that Half Moon Bay faces a uniquely complex planning environment because the entire City lies within the Coastal Zone. Its housing obligations must therefore be coordinated with the certified Local Coastal Program, Coastal Act requirements, infrastructure limitations, environmental protections, and established community priorities.

Before recommending the proposed ordinance, I respectfully ask the Planning Commission to require staff to reconcile several inconsistencies among the staff report, the Housing Element, the proposed ordinance, the certified Local Coastal Land Use Plan, and HCD's correspondence. These inconsistencies raise legitimate questions about how the necessary Implementation Plan amendments were prioritized, managed, and communicated to the Planning Commission, City Council, affected property owners, and public.

## Relationship between the LUP, Implementation Plan, and Housing Element

The staff report explains that the LUP was adopted in 2020 and certified by the Coastal Commission in April 2021. Appendix A identified zoning and Implementation Plan amendments necessary to bring the Municipal Code into conformity with the updated LUP.

The Housing Plan acknowledged that programs requiring amendments to the Municipal Code, Zoning Ordinance, or Local Coastal Program would require Planning Commission review, City Council adoption, and Coastal Commission certification. It also stated that the City had proactively prepared for future land-use changes and anticipated preparing and submitting the necessary amendments.

Nevertheless, the Sixth Cycle Housing Element was adopted in November 2025 before the amendments now described as essential to substantial compliance were completed. HCD subsequently advised the City that, although the adopted Housing Element met the statutory

requirements addressed in HCD's review, it could not be found in substantial compliance until the required rezonings were completed, adopted, submitted, and approved.

This sequence raises a reasonable question:

**Why was the Housing Element presented to the Planning Commission, City Council, and HCD for approval before the zoning and Implementation Plan amendments necessary for compliance were completed or advanced concurrently?**

The documents do not establish that anyone intentionally provided inaccurate information. They do, however, reveal a disconnect between the certified LUP, the outstanding Implementation Plan amendments, the commitments contained in the Housing Element, and the implementation schedule communicated to HCD and the City Council.

The information presented to the Council may not have been sufficiently clear about the importance of the outstanding amendments, their effect on certification, the reduction in local discretion associated with certain programs, and the consequences of delay. The Commission should ask when City staff and administration first understood that completion of the rezonings was a condition of substantial compliance, when the City Manager and Council were advised of that fact, and why the amendments were not scheduled earlier.

# Responsibility to keep the Council fully informed

Responsibility for coordinating the LUP and Housing Element does not rest solely with the Planning Department. It involves the City's longstanding planning staff, senior administration, City Manager, legal counsel, consultants, and ultimately the City Council.

The Council should have been kept fully informed about all significant aspects of the relationship among the LUP, Implementation Plan, and Housing Element, including:

- Which LUP provisions had not yet been implemented through zoning;
- Which Housing Element commitments required new legislation;
- Which provisions would result in ministerial rather than discretionary review;
- Which public-hearing and appeal opportunities could be removed;
- Which amendments required Coastal Commission certification;
- How delay could affect Housing Element compliance; and
- The potential financial, legal, and land-use consequences of noncompliance.

Given the City's longstanding institutional knowledge, the Commission should determine whether the significance and urgency of these matters were adequately recognized, prioritized, and communicated to the Council. This is not simply an effort to assign fault. It is necessary to determine whether the City had an effective administrative process for tracking legally

significant commitments and ensuring that elected officials understood their practical consequences before acting.

## Ministerial and by-right approval should have been more clearly explained

Housing Element Program 1-10 states that specified reuse sites must allow "by-right processing," described as "ministerial review," for projects in which at least 20 percent of the units are affordable to lower-income households.

The proposed Chapter 18.44 explains the practical consequences more fully. Qualifying projects would be reviewed by the Community Development Director, would not require a public hearing, would be evaluated under objective standards, and an approval generally could not be appealed. The proposed amendment to Chapter 18.20 would also remove the public-hearing requirement for an associated coastal development permit.

Although this reduction in local discretionary review may be required by State law rather than being a policy choice made by City staff, the Planning Commission and City Council should have received a clear explanation of those consequences when the Housing Element was considered.

The phrase "by-right processing" alone may not have fully communicated that:

- The Planning Commission would not decide the project;
- A public hearing would not be required;
- Review would be limited to objective standards;
- An approval generally could not be appealed; and
- The Community Development Director would make the ministerial determination.

The current staff report does not demonstrate whether these practical consequences were plainly presented during the earlier Housing Element review. The Commission should request the materials used to explain Program 1-10 and determine whether the implications of ministerial review were fully disclosed.

The Commission should also distinguish between the housing locations and densities contemplated by the certified LUP and the ministerial procedures subsequently required through the Housing Element and State law. The LUP supports affordable housing, increased density in specified areas, and a Workforce Housing Overlay. It is less clear whether the LUP itself contemplated approvals without a public hearing, appeal, or Planning Commission decision.

This distinction does not eliminate the City's obligation to follow State law. It does underscore the obligation to keep the Planning Commission, Council, affected property owners, and public

fully informed about which provisions reflect locally adopted LUP policy and which arise from later State requirements.

## HCD's statutory leverage and Half Moon Bay's local perspective

HCD is now directing the steps the City must take to obtain a finding of substantial compliance. The proposed ordinance is being advanced not simply because the City independently selected this process, but because HCD has determined that the required rezonings and by-right provisions must be completed and approved before the Housing Element can be certified.

HCD may be exercising authority granted by State law. Nevertheless, the practical effect places significant pressure on the City. HCD has advised that continued noncompliance may affect grant eligibility, expose the City to the builder's remedy, result in Attorney General enforcement, and lead to substantial judicial penalties.

This creates a difficult dynamic: the City must enact significant local zoning and procedural changes before HCD will recognize the Housing Element as compliant. To the State, this may be enforcement of statutory commitments. To residents, however, it may appear that the City has little practical choice but to adopt the required legislation in order to retain funding eligibility, reduce legal exposure, and preserve some measure of local control.

That perception does not establish wrongdoing by HCD, but it does require transparency. When a state agency conditions compliance status on specific local legislative action, the City should clearly explain:

- Which requirements are expressly imposed by State law;
- Which requirements reflect HCD's interpretation of the law;
- Which commitments the City itself included in the Housing Element;
- What local alternatives were considered;
- What discretion remains available to the City; and
- How Half Moon Bay's certified coastal-planning framework was presented to HCD.

HCD administers a statewide housing program. Its review appropriately focuses on housing capacity, statutory deadlines, removal of governmental constraints, and implementation. That statewide mandate does not, by itself, provide the detailed local perspective necessary to understand Half Moon Bay's land-use history, Coastal Act obligations, infrastructure constraints, community priorities, and prior public discussions.

For that reason, the City administration, City Manager, planning staff, consultants, and legal counsel have a heightened responsibility to communicate in both directions. They must accurately explain State requirements to the Council and public, while also clearly and forcefully presenting Half Moon Bay's local circumstances to HCD.

Compliance should not mean adopting the State-required process without fully examining and explaining its local consequences. Nor should local concerns be used to avoid lawful State obligations. A balanced process requires compliance while preserving every lawful opportunity for coastal-resource protection, local planning, public understanding, and transparent decision-making.

## The staff report's explanation requires clarification

The staff report states that the LUP is the City's governing land-use document, supersedes inconsistent Municipal Code provisions, and has already been applied by staff during project review. At the same time, it acknowledges that Appendix A identifies formal amendments needed to bring the Implementation Plan into conformity with the LUP and that HCD will not find the Housing Element substantially compliant until the required rezonings are formally adopted and approved.

Applying LUP policies during individual project review is not the same as:

- Adopting zoning legislation;
- Amending the certified Implementation Plan;
- Establishing ministerial procedures;
- Eliminating hearings or appeals; or
- Obtaining Coastal Commission certification.

If the formal amendments were essential, it would have been appropriate to prioritize them after the LUP was certified in 2021 and certainly while the Housing Element was being prepared.

The report should acknowledge both the State's compliance schedule and the City's responsibility for managing the implementation work, informing the Planning Commission, and keeping the City Council fully informed of all material aspects of the LUP and Housing Element.

## The ordinance appears to implement only selected requirements

Housing Element Program 1-1 identifies several actions:

- Town Center rezonings from R-2 to R-3;
- Workforce Housing Overlay provisions for Public Services, Rural Coastal, and agricultural properties;
- Expansion of the Mobile Home Park zoning district for Hilltop Mobile Home Park; and
- Mixed-use allowances in the Industrial zoning district.

The present ordinance primarily addresses the Poplar and Main Street R-3 rezonings, four Public Services overlay sites, and by-right processing requirements. The staff report states that other Program 1-1 components have already been completed, but it does not clearly identify when those actions occurred, which ordinances implemented them, or whether they received Coastal Commission certification.

Appendix A is also broader than the amendments before the Commission. The report should state clearly that this ordinance implements selected housing-related portions of Appendix A, together with separate Housing Element and State-law requirements, rather than suggesting that it comprehensively implements Appendix A.

An implementation matrix comparing Appendix A, Housing Element Programs 1-1 and 1-10, prior ordinances, the present amendments, and outstanding work would allow the Commission and Council to understand what has been completed and what remains.

## Parcel and site descriptions should be reconciled

The ordinance and staff report appear to assign two different assessor's parcel numbers to 830 Stone Pine Road:

- Chapter 18.43 identifies APN **056-590-010**; and
- Chapter 18.44 and the staff report identify APN **056-260-180**.

The correct parcel must be confirmed before the ordinance advances.

The LUP policy cited in the ordinance refers to up to 40 units at the "515 Kelly Avenue Catholic Church," while the proposed ordinance applies an overlay density of 45 dwelling units per acre to the "300 Block Church Street," APN 056-150-020. The staff report should explain whether these descriptions identify the same property, separate portions of the property, or a materially different application of the LUP policy.

These distinctions are especially important when the affected property would also be subject to ministerial review.

## CEQA citation and chronology

The staff report refers to CEQA Guidelines section **15162**, while the ordinance refers to section **13162**. This appears to be a drafting error and should be corrected following confirmation by the City Attorney.

The staff report also refers to an HCD "letter of inquiry on March 1" without identifying the year. HCD's Notice of Violation identifies the relevant inquiry as dated March 1, 2024. The documents do not consistently identify all meetings and communications with HCD.

A complete chronology should identify:

- When HCD first advised the City of the required rezonings;
- When the ministerial consequences of Program 1-10 were identified;
- What schedules the City provided to HCD;
- When the City Manager, Planning Commission, and Council were informed;
- Why an October 2026 completion date was initially proposed; and
- Why the amendments were accelerated after the Notice of Violation and State lawsuit.

## Institutional accountability

The City is now defending litigation brought by the State and is acting under substantial pressure to complete work relating to an LUP certified in 2021 and a Housing Element process that continued for several years.

The circumstances may reflect several contributing factors, including changing State requirements, the complexity of Coastal Commission review, limited staffing and resources, consultant advice, and competing municipal priorities. Rather than presuming improper intent or focusing responsibility on one individual, the Commission should examine whether the longstanding institutional processes involving planning staff, senior City administration, the City Manager, consultants, and legal counsel were adequate to identify, prioritize, communicate, and complete the required work.

If critical Implementation Plan amendments were deferred, if the ministerial consequences of Program 1-10 were not fully explained, or if the Council was not clearly advised of the compliance risks, the City should identify what occurred and establish safeguards to prevent a similar situation in the future.

## Requested action

Before recommending the ordinance, I respectfully ask the Planning Commission to request that staff:

1. Correct the Stone Pine Road APN and the CEQA citation;
2. Reconcile the references to 515 Kelly Avenue and the 300 Block of Church Street;
3. Provide an implementation matrix comparing Appendix A, Housing Element Programs 1-1 and 1-10, prior ordinances, and the amendments now proposed;
4. Identify which amendments have been adopted and certified and which remain outstanding;
5. Explain whether the LUP specifically contemplated ministerial approval without hearings or appeals, or whether those procedures arise through the Housing Element and State law;
6. Provide the materials used to explain Program 1-10 and its practical effects to the Planning Commission during the Housing Element process;

7. Provide a complete chronology of communications and meetings with HCD and the Coastal Commission;
8. Explain why the Housing Element was adopted before its essential Implementation Plan amendments were completed or advanced concurrently;
9. Identify when the City Manager and Council were advised that the outstanding rezonings prevented a finding of substantial compliance;
10. Clarify that Coastal Commission staff's authorization to proceed is not formal Coastal Commission certification;
11. Explain what steps the City took to communicate its coastal, infrastructure, property-owner, and community concerns to HCD; and
12. Explain what administrative measures will ensure that the Planning Commission and Council are fully informed of future LUP, Housing Element, and Implementation Plan commitments.

# Conclusion

The proposed amendments appear substantially consistent with the core rezoning and by-right requirements identified by HCD, the Housing Element, and selected provisions of the LUP. However, the materials before the Commission have not been fully reconciled.

They contain inconsistent parcel information, a conflicting legal citation, an incomplete chronology, unexplained differences in property descriptions, uncertainty about which portions of Program 1-1 and Appendix A have been implemented, and unanswered questions about whether the full consequences of ministerial by-right approval were disclosed during the Housing Element process.

Most importantly, the record does not adequately explain why a Housing Element dependent upon zoning and Implementation Plan amendments was adopted before those measures were completed, whether the LUP contemplated the specific ministerial procedures now proposed, or whether the Planning Commission and City Council were fully informed of the consequences of that sequencing.

HCD is now using the statutory authority available to it to direct the City's path toward compliance. The City must respond responsibly, but it should do so with a complete understanding of the local consequences and with a clear record showing that Half Moon Bay's coastal constraints, infrastructure limitations, community priorities, and established planning framework have been fully communicated and considered.

Because the unresolved omissions and inconsistencies have contributed to uncertainty and placed the City in a precarious position with the State, the Planning Commission should require the record to be corrected and supplemented before forwarding its recommendation. Housing compliance is important, but so are accuracy, transparency, sound administration, meaningful

public understanding, and the Council's ability to make consequential land-use decisions based on complete information.

Respectfully submitted,

**Hazel Joanes**
Half Moon Bay Resident/ Former Planning Commissioner

Mon 8/3/2026 8:57 PM

FROM: Paul Lippert
TO: Rick Hernandez [redacted] David Gorn [redacted] Steve Ruddock [redacted] Christopher DelNagro [redacted]; Jacob Rems [redacted] Steve Ruddock [redacted] David Gorn [redacted] Leslie Lacko [redacted] Matthew Chidester [redacted] Bridget Jett [redacted] steve.wilson [redacted]
Honorable HMB Planning Commissioners,

My name is Paul Lippert and my wife Sam and I own and reside at 604 Poplar St., HMB. On July 24, 2026 we received a notice of a public hearing at a Special Meeting of the Planning Commission scheduled for August 5, 2026, during which the Planning Commission will consider whether to recommend to the City Council Zoning Code amendments to rezone 15 parcels listed in the Notice to implement the Local Coastal Land Use Plan's Workforce Housing Overlay.

My wife and I own three of the parcels listed for consideration of the proposed rezoning and this was never discussed with us by City Staff. 604 Poplar is the only occupied residential property on the list and we would like to know by what criteria and what process was it included and what outreach was done by City Staff prior to its inclusion? Its inclusion on the list seems arbitrary and capricious. This process was clearly not transparent. Has the City had any discussions or communications regarding the parcels we own? We do not want our parcels included in this proposed rezoning.

The notification of the Special Meeting was received by us less than 14 days prior to the meeting and the Final Staff Report and supporting materials were received only 3 business days prior to the meeting. Sam and I had long standing out of town plans before receiving the notification of the Special Meeting and are unable to attend. We would also like responses from City Staff to the questions posed above and to be given an opportunity to address their responses. Therefore, we respectfully request that this item be continued to a future regularly scheduled Planning Commission Meeting and that parcels 064-272-010, 064-272-020 and 064-272-030 be removed from the City's list for proposed rezoning.

Thank you very much.

Paul and Sam Lippert

**From:** Evelyn deSouza [redacted]
**Sent:** Monday, August 3, 2026 12:48 PM
**To:** David Gorn <[redacted]>; Rick Hernandez [redacted]
Christopher DelNagro <[redacted]>; Jacob Rems
[redacted]
**Cc:** Leslie Lacko <[redacted]>; Matthew Chidester
<[redacted] Bazzano, Denise S. <[redacted]>
**Subject:** Re: Public Comment, Item 4.A, August 5 Hearing, 900 Main Street Zoning Map Inconsistency

Dear Chair Gorn and Commissioners:

I am writing to flag an apparent internal inconsistency between the City's 2020 certified Local Coastal Land Use Plan (LUP) and the Zoning Map Amendment proposed in Attachment 2 to Wednesday's staff report. This seems worth resolving before this ordinance goes forward, given that both HCD's compliance review and the pending litigation turn on whether the City has fully implemented its own adopted LUP.

I'd note that the staff report itself states that the LUP is the City's governing land use document and takes precedence over the Municipal Code/Implementation Plan irrespective of whether the corresponding zoning amendments have been completed, and that, on this basis, staff has already been applying many of the LUP's designations in project review ahead of this ordinance's formal adoption. If that principle is accurate, it raises the question of what designation currently governs 900 and 926 Main Street in practice, and whether this ordinance is the appropriate opportunity to align the Municipal Code with it.

The inconsistency: Appendix A of the certified 2020 LUP, an adopted part of the Land Use Plan, includes Table A-1, which contains a single entry grouping 900, 926, and 940 Main Street, together with both sides of Poplar Street between Highway 1 and Main Street, as one site. That entry assigns the entire group the same designation change: from Residential, Medium Density to Residential, High Density, anticipated zoning R-3. This has been the adopted, certified designation since the Coastal Commission's certification in April 2021.

Notably, the ordinance before the Commission does execute this same designation for every Poplar Street parcel named in that row. Nine parcels across the 500 and 600 blocks of Poplar Street are each rezoned from R-2 to R-3 in Attachment 2. 900 and 926 Main Street are the only parcels from this single LUP table row that remain unimplemented.

My question for the Commission: Since the Commission has demonstrably implemented this designation for the rest of the row, I'd ask that it determine whether 900 and 926 Main Street should be included in this rezoning as well, consistent with the rest of the entry and with the LUP's stated precedence over the Municipal Code, or, if there is a substantive reason they were excluded, that the record reflect that reasoning. Given that this designation was adopted in 2020, the Commission's own records or institutional memory may help clarify whether the omission of these two parcels was ever a deliberate decision. If not, the comparison above should stand on its own.

I'd also encourage the Commission to confirm, as part of this process, that there are no other unimplemented items remaining in Table A-1. 900 and 926 Main Street may simply be the most visible example, and it would be worth knowing before this ordinance is forwarded to HCD and the Coastal Commission for certification.

For transparency: I am the owner of 900 Main Street, one of the two properties omitted from this table's implementation. My request is that the City's adopted documents be applied consistently, whichever way the Commission resolves this, for these two parcels as for the rest of the entry.

For context: I raised this directly with Director Lacko on August 1, and she was responsive and proactive in offering to look into it. Given the volume of work her department is managing on this ordinance, and that Wednesday's hearing falls before I expected her to have an answer, I let her know I would also submit this comment so the Commission has the option to address it this week if it wishes. I remain hopeful this can be resolved through her review, and would welcome the opportunity to withdraw or amend this comment if that happens before the hearing.

Respectfully,

Evelyn de Souza

ROB BONTA
Attorney General of California
DAVID PAI
Supervising Deputy Attorney General
JOHN M. NATALIZIO, SBN 311482
JOSEPH ISENSTADT, SBN 330312
Deputy Attorneys General
1300 I Street, Suite 125
Sacramento, CA 95814
Telephone: (916) 210-6382
E-mail: Joseph.Isenstadt@doj.ca.gov
*Attorneys for Petitioners and Plaintiffs People of California ex rel. Rob Bonta, and the California Department of Housing and Community Development*

**EXEMPT FROM FILING FEES PER GOV. CODE § 6103**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN MATEO

| | |
|---|---|
| **PEOPLE OF THE STATE OF CALIFORNIA, EX REL. ROB BONTA; CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT,**<br><br>Petitioners and Plaintiffs,<br><br>**v.**<br><br>**CITY OF HALF MOON BAY,**<br><br>Respondent and Defendant. | Case No.<br><br>**PETITION FOR WRIT OF MANDATE AND COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF**<br><br>(Code of Civ. Proc., §§ 1085, 1060; Gov. Code § 65589.5) |

## INTRODUCTION

1. Californians continue to suffer under a housing affordability crisis. As the Legislature has found, "[t]he lack of housing . . . is a critical problem that threatens the economic, environmental, and social quality of life in California." (Gov. Code, § 65589.5, subd. (a)(1)(A).) [1] This crisis is "hurting millions of Californians, robbing future generations of the chance to call California home, stifling economic opportunities for workers and businesses, worsening poverty and homelessness, and undermining the state's environmental and climate objectives." (*Id.* subd. (a)(2)(A).)

2. A key contributor to this crisis is the failure of local governments to plan for the necessary housing supply. To remedy this, the Legislature requires local governments to include housing elements in their general plans. A housing element must include, among other things, an assessment of housing needs, an inventory of resources and constraints relevant to meeting those needs, and a program to implement the policies, goals, and objectives of the housing element. (§§ 65580-65589.11.)

3. Petitioners and Plaintiffs, PEOPLE OF THE STATE OF CALIFORNIA, acting by and through ROB BONTA, Attorney General of the State of California, and the CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (collectively, the "State") bring this action against and Respondent and Defendant CITY OF HALF MOON BAY ("City" or "Half Moon Bay") to remedy the City's violation of state law. The State requests that this Court issue a writ ordering the City to bring its housing element into compliance with state law, issue a declaration that the City has failed to fulfill its planning obligations, and impose all fines, penalties, and other relief required by law and that the Court may deem appropriate.

## PARTIES

4. The Attorney General, as the chief law officer of the State of California, brings this action, on behalf of the People of the State of California, under his broad independent power to enforce state housing law. (Cal. Const., art. V, § 13; § 65585, subd. (j).)

[1] Unless specified otherwise, all further statutory references are to the Government Code.

5. The California Department of Housing and Community Development ("HCD") is a public agency of the State of California. (§ 12804, subd. (b).) Among other duties, HCD is responsible for developing housing policy and building codes, for regulating manufactured homes and mobile home parks, and for enforcing state housing laws, including the Housing Element Law (§§ 65580-65589.11.). The People of the State of California and HCD are collectively referred to as the "State."

6. Half Moon Bay is a political subdivision of the State of California. The City is a local governmental agency charged with regulating and controlling land use and development within the City's boundaries, including but not limited to complying with all applicable provisions of state law, such as the Housing Element Law.

**VENUE AND JURISDICTION**

7. Venue is proper in this Court because the City is located in San Mateo County and the violations of law alleged herein occurred in San Mateo County. (See Code Civ. Proc., § 394.)

8. This Court has jurisdiction over this action pursuant to Code of Civil Procedure sections 187, 1060, and 1085.

**LEGAL BACKGROUND**

9. The Legislature has declared that "[t]he availability of housing is of vital statewide importance, and the early attainment of decent housing and a suitable living environment for every Californian . . . is a priority of the highest order." (§ 65580, subd. (a).) California law requires that all local governments adequately plan to meet the housing needs of everyone in the community, at all economic levels. (*Id.* subd. (b).)

10. To meet this requirement, every city and county must adopt and periodically update a housing element as part of its general plan. (See §§ 65302, subd. (c); §§ 65580-65589.11.) The law mandating this adoption and periodic update is known as the "Housing Element Law." (§§ 65580-65589.11.) The Housing Element Law requires local governments to adopt plans and regulatory systems that provide opportunities for, and do not unduly constrain, housing development, especially for a locality's lower-income households and workforce. As a result,

housing policy in California rests largely on the effective implementation of the housing element contained in the local general plan.

11. The housing element is a roadmap for housing development in a given community. The housing element must identify and analyze existing and projected housing needs, and must include "a statement of goals, policies, quantified objectives, financial resources, and scheduled programs for the preservation, improvement, and development of housing." (§ 65583.) The housing element must also "identify adequate sites for housing" and "make adequate provision for the existing and projected needs of all economic segments of the community." *(Ibid.*) Each housing element is also subject to review by HCD, as discussed below.

12. A local jurisdiction's housing element must be frequently updated to ensure compliance with the Housing Element Law. (§ 65588, subds. (b), (e).) Each eight-year update cycle is known as a "planning period." (*Id.*, subd. (f)(1).)

13. The process of updating a housing element begins with HCD's determination of a Regional Housing Need Allocation ("RHNA") for the region for a given planning period. (See § 65584, subd. (a)(1).) The RHNA sets goals for housing affordable to various income levels. To arrive at the RHNA, HCD starts with demographic population information from the California Department of Finance and uses a formula to calculate a figure for each region's planning body, known as a "council of governments" ("COG"). Each COG (in this case, the Association of Bay Area Governments) also uses its own demographic figures to calculate the regional housing need. Each COG coordinates with HCD to arrive at a final figure, taking into account factors not captured in the calculations. This final figure is the RHNA. (See § 65584.01.)

14. Once the RHNA is set, the COG is responsible for allocating the housing need among all of the cities and counties within that region. (§ 65584, subd. (b).) Each local government must then prepare a housing element that identifies adequate sites to accommodate that jurisdiction's fair share of the RHNA at each income level. (§§ 65583, 65583.2.) Sites must be suitable for residential development and must be made available during the planning period. (§ 65583.2, subd. (a).) If a sufficient quantity of adequate sites is not currently available, the housing element must commit to identifying and rezoning additional sites within three years from the date of adoption.

(§§ 65583, subd. (c)(1), 65583.2, subd. (h).) The housing element must also accommodate any unmet portion of the RHNA from the prior planning period. (§ 65584.09, subd. (a).)

15. Each housing element must also evaluate governmental constraints on the development of housing for all income levels, and must show local efforts to remove governmental constraints that impede the local government's ability to meet its share of the RHNA. (§ 65583, subd. (a)(5).)

16. Each local government must submit a draft housing element to HCD before adoption. (§ 65585, subd. (b)(1).) HCD must review the draft element and issue findings as to whether the draft substantially complies with the Housing Element Law. (*Id.*, subds. (b)(1)(C), (d).) After adopting the final housing element, the local government must again submit the element to HCD, and HCD must again review and report its findings to the local government. (*Id.*, subds. (g), (h).)

17. Under Statutes of 2017, Chapter 370 ("AB 72"), codified at Government Code section 65585, subdivisions (i) and (j), HCD has authority to review any action or failure to act by a local government that it determines is inconsistent with an adopted housing element or Section 65583 of the Housing Element Law. This includes failure to implement program actions included in the housing element. HCD may revoke housing element compliance if the local government's actions do not comply with state law. (§ 65585, subd. (i)(1)(C).)

18. AB 72 also authorizes HCD to notify the Office of the Attorney General of California that the local jurisdiction is in violation of state law for noncompliance with, among other statutes, the Housing Element Law. (§ 65585, subd. (j).)

19. Pursuant to section 65585, subdivision (i)(1)(A), HCD may take any of the actions authorized by AB 72 after issuing written findings to the local government "as to whether the action or failure to act substantially complies with [Housing Element Law]," and providing a reasonable time, no longer than 30 days, for the local government to respond. (§ 65585, subd. (i)(1)(A).) Prior to an enforcement action brought by the Attorney General's Office, HCD must also offer the local government the opportunity for two in-person or telephone meetings to discuss the violation, and provide the City with written findings regarding the violation. (§ 65585, subd. (k).)

## FACTUAL ALLEGATIONS

20. The City is currently in the middle of 2023-2031 Planning Period (also known as the Sixth Cycle).

21. The City's deadline to adopt a compliant Sixth Cycle housing element was January 31, 2023. The City failed to adopt a compliant housing element by its Sixth Cycle housing element due date.

22. The City did not submit a first draft of its housing element to HCD until May 30, 2023, several months after the City's deadline to adopt a housing element in substantial compliance with the Housing Element Law.

23. On August 30, 2023, HCD issued a findings letter to the City noting multiple revisions necessary for the housing element to be compliant with the Housing Element Law.

24. Then, on March 1, 2024, HCD issued a letter of inquiry to the City requesting the City provide a specific timeline for submitting an updated draft housing element and obtaining compliance with the Housing Element Law. HCD provided the City a deadline of April 1, 2024.

25. After responding to HCD, the City ultimately submitted a subsequent draft housing element to HCD for review on September 5, 2024.

26. On November 5, 2024, HCD issued a second findings letter to the City noting multiple revisions were still necessary for the housing element to be compliant with the Housing Element Law.

27. On March 21, 2025, the City submitted a subsequent draft housing element to HCD for review.

28. On May 20, 2025, HCD issued a third findings letter to the City noting multiple revisions were still necessary for the housing element to be compliant with the Housing Element Law.

29. HCD and the City corresponded regarding the updated timeline for submission of a subsequent draft of the housing element. Ultimately, on December 8, 2025, the City submitted a housing element adopted on November 4, 2025 for HCD to review.

30. On February 2, 2026, HCD issued a fourth findings letter to the City noting the housing element met the statutory requirements described in HCD's review, but that the housing element could not be found in substantial compliance until the City completed its required rezones, and both the housing element and rezones were adopted, submitted to, and approved by HCD.

31. HCD and the City corresponded regarding the rezoning timeline. On March 9, 2026, a consultant for the City stated that the rezoning and a local coastal plan amendment will be completed by October 2026.

32. Prior to bringing this action, HCD issued a notice of violation on March 24, 2026, and offered the opportunity for two meetings to discuss the violations that are the subject of this action, pursuant to section 65585, subdivision (k).[2] After issuing the NOV, HCD met with the City to discuss the City's housing element on April 7 and 10, May 19, and June 10, 2026.

**FIRST CAUSE OF ACTION**
**Writ of Mandate**
**(Code of Civ. Proc. §§ 1085, 65585, 65588, 65751, 65754)**
**[Against All Defendants]**

33. The State incorporates by reference each and every allegation of the preceding paragraphs as though fully set forth herein.

34. Under California's Housing Element Law, the City must ensure that its general plan contains a legally compliant housing element.

35. The City's Sixth Cycle Housing Element was due January 31, 2023. (See Gov. Code, § 65588, subd. (e).)

36. The City has failed to carry out its duty. The City has not completed the required rezoning actions. Additionally, HCD has not found the City's housing element in substantial compliance with the Housing Element Law.

[2] The notice of violation can be found at: https://www.hcd.ca.gov/sites/default/files/docs/planning-and-community/HAU/half-moon-bay-he-noncompliant-nov-032426.pdf. This notice of violation is incorporated herein by reference.

37. The City's failure to act is arbitrary, capricious, entirely lacking in evidentiary support, contrary to established public policy, unlawful, procedurally unfair, an abuse of discretion, and a failure to act as required by law.

38. Accordingly, a writ of mandate should be issued ordering the City to complete necessary rezoning within 120 days and to ensure, *inter alia*, that the City's Sixth Cycle housing element meets the City's RHNA goals, as determined by HCD.

39. The State has a beneficial interest in the issuance of such a writ, given their authority and mandate to enforce substantial compliance with Housing Element Law.

40. The State has exhausted all required administrative remedies or is excused from exhausting its remedies due to the futility of pursuing such remedies, among other things.

41. The State has no plain, speedy, or adequate remedy in the ordinary course of law. The only remedy provided by law for the State to obtain relief is this Petition for Writ of Mandate pursuant to Code of Civil Procedure section 1085.

**SECOND CAUSE OF ACTION**
**Declaratory Relief**
**(Code of Civ. Proc. § 1060)**
**[Against All Defendants]**

42. The State incorporates by reference each and every allegation of the preceding paragraphs as though fully set forth herein.

43. There is an actual, present controversy between the State and the City as to whether the City has complied with the Housing Element Law. The City is aware that it is not substantially compliant with the Housing Element Law, even though its Sixth Cycle housing element is now years overdue.

44. It is necessary and appropriate for the Court to render a declaratory judgment that sets forth the parties' legal rights and obligations with respect to whether the City is substantially compliant with the Housing Element Law. Among other things, such a judgment would inform the parties' conduct in connection with future contemplated amendments to the City's housing element, including those that occur routinely at the beginning of each housing cycle.

45. The State therefore requests a declaration that the City is not substantially compliant with the Housing Element Law.

**PRAYER FOR RELIEF**

WHEREFORE, the State requests the Court enter judgment in favor of the State and against the City and prays as follows:

1. For a writ of mandate ordering the City to adopt and submit to HCD a housing element, which substantially complies with the Housing Element Law, including meeting the City's RHNA obligations for the planning period, together with proof that it has completed the required rezoning, within 120 days. (Code of Civ. Proc. § 1085; Gov. Code §§ 65585, 65751, 65754.)

2. For a declaration that the City has not substantially complied with the Housing Element Law. (Code of Civ. Proc. § 1060.)

3. For penalties, costs of investigating and prosecuting this action, and all other relief the Court deems appropriate pursuant to Government Code section 65009.1.

4. For temporary relief, including but not limited to the suspension of the City's nonresidential permitting authority, and mandating the approval of certain residential developments. (Gov. Code §§ 65755, 65757.)

5. For statutory fines, levies and penalties.

6. For costs and reasonable attorneys' fees.

7. For any other relief the Court may deem appropriate.

Dated: July 16, 2026

Respectfully submitted,

ROB BONTA
Attorney General of California
DAVID PAI
Supervising Deputy Attorney General

Joseph Isenstadt

JOSEPH ISENSTADT
Deputy Attorney General
*Attorneys for Petitioners and Plaintiffs People of California ex rel. Rob Bonta, and the California Department of Housing and Community Development*

**BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY**

**AGENDA REPORT**

For meeting of: **August 18, 2026**

**TO:** Honorable Mayor and City Council

**VIA:** Matthew Chidester, City Manager

**FROM:** Maggie Rodriguez, City Clerk

**TITLE:** **TWO YOUTH APPOINTMENTS TO PARKS AND RECREATION COMMISSION**

---

**RECOMMENDATION:**
Appoint two youth members to the Parks and Recreation Commission to fill scheduled vacancies.

**FISCAL IMPACT:**
None associated with this report.

**STRATEGIC ELEMENT:**
This recommendation supports the *Inclusive Governance* Element of the Strategic Plan.

**BACKGROUND:**
The Parks and Recreation Commission was re-formed by resolution of the City Council on May 16, 2017. The Commission was formed as a five-member advisory board. At this same meeting the City Council adopted, by resolution, Commission By-Laws which provide guidance for the operation and governance of the Parks and Recreation Commission.

The Bike Pedestrian Advisory Committee By-Laws were modified several years ago to include a youth member. Each of the youth members has provided invaluable insights and input to that Committee. On August 28, 2024, the Parks and Recreation Commission requested Staff seek City Council approval for adding youth representation to the Commission.

On October 1, 2024, the City Council adopted a resolution amending the Parks and Recreation Commission By-Laws providing for the addition of two youth members for a total of seven regular (voting) members. The scheduled vacancies were duly noticed to the community via multiple outlets. At the March 4, 2025, and March 18, 2025, meetings, the City Council appointed Youth Representatives to the Parks and Recreation Commission.

**DISCUSSION**:
Since their appointments, the two youth members have completed their term as representatives. The City has advertised the two youth seat openings on the website, via e-news and in the San Mateo Daily Journal to bring awareness to the opening.

The application period commenced on August 10, 2026, with a total of 4 willing to serve forms submitted. One applicant lives in Moss Beach and therefore is ineligible to serve on the Commission. Staff recommends that the Council make two appointments to fill the scheduled youth vacancies.

**ATTACHMENTS:**
Willing to Serve forms received

# Print

# Willing to Serve - Submission #9508

**Date Submitted: 7/19/2026**

Thank you for your willingness to participate in making Half Moon Bay a better place! This "Willing to Serve" form can be used to apply to serve on one of the City's Commissions or Committees. Please note that information provided on this form is considered public information and may be made available to other applicants, members of the media, or the general public.

**Commission or Committee for which you are applying:***

- ( ) Planning Commission
- (•) Parks and Recreation Commission
- ( ) Main Street Bridge Advisory Committee
- ( ) General Plan Advisory Committee
- ( ) Bicycle and Pedestrian Advisory Committee
- ( ) Architectural Advisory Committee

**Name***

Talia Meyer

**Address***

Address*

[redacted]

City*

Half Moon Bay

Zip code*

94019

Phone 1*

[redacted]

Phone 2

[redacted]

Email

[redacted]

Occupation*

Student

Current employer

Employer address

City

Zip code

**How long have you lived in Half Moon Bay?***

11 years

**Educational background***

Attended Hatch Elementary School K-5th grade. I am now entering 12th grade at Pacific Bay Christian School.

**Professional experience***

I work hospitality at Half Moon Bay Yacht Club.

**Civic activities and community involvement***

I attended Future Leaders Civic Academy in 2026. I participate in beach clean ups through Pacific Beach Coalition and Surfrider Foundation.

Please include any present or past membership on county or city boards, commissions, committees, community groups, or other organizations

**Are you able to attend:***

- (●) Night meetings
- ( ) Daytime meetings
- ( ) Either night or daytime meetings

**Why are you seeking to be appointed to a City commission or committee?***

I am very interested in being part of creating positive experiences for our community and representing younger community members' views. I participated in the Half Moon Bay Future Leaders Civic Academy and attended Boys and Girls State this summer. Both experiences increased my enthusiasm for being part of the government process and making a difference in the lives of others.

**Have you attended any meetings of the City Council or other Half Moon Bay commissions or committees?***

- ( ) Yes
- (•) No

**How did you become aware of this opportunity to serve?***

Through the Half Moon Bay Community eNews

**Today's date***

July 19, 2026

**Signature***

- [x] Checking this box constitutes your signature and confirms that the information provided is accurate

# Print

# Willing to Serve - Submission #9509

**Date Submitted: 7/22/2026**

Thank you for your willingness to participate in making Half Moon Bay a better place! This "Willing to Serve" form can be used to apply to serve on one of the City's Commissions or Committees. Please note that information provided on this form is considered public information and may be made available to other applicants, members of the media, or the general public.

**Commission or Committee for which you are applying:***

- ( ) Planning Commission
- (•) Parks and Recreation Commission
- ( ) Main Street Bridge Advisory Committee
- ( ) General Plan Advisory Committee
- ( ) Bicycle and Pedestrian Advisory Committee
- ( ) Architectural Advisory Committee

**Name***

Eliana Maria Duncan

**Address***

Address*

[redacted]

City*

Half Moon Bay

Zip code*

94019

Phone 1*

[redacted]

Phone 2

[redacted]

[redacted]

Occupation*

Student

Current employer

Employer address

City

Zip code

**How long have you lived in Half Moon Bay?***

14 years

**Educational background***

I just graduated 8th grade and I am an incoming freshman for Half Moon Bay High School

**Professional experience***

As of now I have no professional experience but that's exactly why I wish to be a part of the parks and recreation commission

**Civic activities and community involvement***

I volunteer at the Senior Coastsiders senior center distributing groceries provided by Second Harvest.

Please include any present or past membership on county or city boards, commissions, committees, community groups, or other organizations

**Are you able to attend:***

- (●) Night meetings
- ( ) Daytime meetings
- ( ) Either night or daytime meetings

**Why are you seeking to be appointed to a City commission or committee?***

I wish to be appointed to the commission for experience and to help and serve my community.

**Have you attended any meetings of the City Council or other Half Moon Bay commissions or committees?***

- ( ) Yes
- (•) No

**How did you become aware of this opportunity to serve?***

Through a family member

**Today's date***

July 22, 2026

**Signature***

- [x] Checking this box constitutes your signature and confirms that the information provided is accurate

# Print

# Willing to Serve - Submission #9527

**Date Submitted: 8/8/2026**

Thank you for your willingness to participate in making Half Moon Bay a better place! This "Willing to Serve" form can be used to apply to serve on one of the City's Commissions or Committees. Please note that information provided on this form is considered public information and may be made available to other applicants, members of the media, or the general public.

**Commission or Committee for which you are applying:***

- ( ) Planning Commission
- (•) Parks and Recreation Commission
- ( ) Main Street Bridge Advisory Committee
- ( ) General Plan Advisory Committee
- ( ) Bicycle and Pedestrian Advisory Committee
- ( ) Architectural Advisory Committee

**Name***

Simon Robert-Richard Delnagro

**Address***

Address*

[redacted]

City*

Half Moon Bay

Zip code*

94019

Phone 1*

[redacted]

Phone 2

Email

[redacted]

Occupation*

None

Current employer

Employer address

[redacted]

City

Half Moon Bay

Zip code

94019

**How long have you lived in Half Moon Bay?***

3 years

**Educational background***

k-9th

**Professional experience***

Worked at Half Moon Bay Feed and Fuel ~6 months

**Civic activities and community involvement***

None

Please include any present or past membership on county or city boards, commissions, committees, community groups, or other organizations

**Are you able to attend:***

- ( ) Night meetings
- ( ) Daytime meetings
- (•) Either night or daytime meetings

**Why are you seeking to be appointed to a City commission or committee?***

To help my community

**Have you attended any meetings of the City Council or other Half Moon Bay commissions or committees?***

- [x] Yes
- [ ] No

**How did you become aware of this opportunity to serve?***

My father told me of it

**Today's date***

Aug 8, 2026

**Signature***

- [x] Checking this box constitutes your signature and confirms that the information provided is accurate

# Print

# Willing to Serve - Submission #9528

**Date Submitted: 8/8/2026**

Thank you for your willingness to participate in making Half Moon Bay a better place! This "Willing to Serve" form can be used to apply to serve on one of the City's Commissions or Committees. Please note that information provided on this form is considered public information and may be made available to other applicants, members of the media, or the general public.

**Commission or Committee for which you are applying:***

- ( ) Planning Commission
- (•) Parks and Recreation Commission
- ( ) Main Street Bridge Advisory Committee
- ( ) General Plan Advisory Committee
- ( ) Bicycle and Pedestrian Advisory Committee
- ( ) Architectural Advisory Committee

**Name***

Sevie Sills

**Address***

Address*

[redacted] Moss Beach, CA

City*

Moss Beach

Zip code*

94038

Phone 1*

[redacted]

Phone 2

[redacted]

Email

[redacted]

Occupation*

High School Student

Current employer

Employer address

City

Moss Beach

Zip code

94038

**How long have you lived in Half Moon Bay?***

I have lived in HMB for my whole life, sixteen years.

**Educational background***

In high school.

**Professional experience***

None

**Civic activities and community involvement***

Sea Hugger volunteering

Please include any present or past membership on county or city boards, commissions, committees, community groups, or other organizations

**Are you able to attend:***

- (●) Night meetings
- ( ) Daytime meetings
- ( ) Either night or daytime meetings

**Why are you seeking to be appointed to a City commission or committee?***

To give the community the deserving feedback of its parks and recreational elements from the perspective of a high school student and what different values I see and can give.

**Have you attended any meetings of the City Council or other Half Moon Bay commissions or committees?***

- (●) Yes
- ( ) No

**How did you become aware of this opportunity to serve?***

Through my college counselor.

**Today's date***

08/08/26

**Signature***

- [x] Checking this box constitutes your signature and confirms that the information provided is accurate

**BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY**

**AGENDA REPORT**

For meeting of: **August 18, 2026**

**TO:** Honorable Mayor and City Council

**VIA:** Matthew Chidester, City Manager

**FROM:** Denise S. Bazzano, City Attorney

**TITLE:** **CONSIDERATION OF AMENDMENTS TO CITY COUNCIL RULES OF PROCEDURE AND DECORUM**

---

**RECOMMENDATION:**
Consider amendments to the City Council Rules of Procedure and Decorum ("City Council Rules") and adopt a Resolution approving amendments to City Council Rules.

**FISCAL IMPACT:**
There is no direct fiscal impact associated with this action.

**STRATEGIC ELEMENT:**
This action supports *Inclusive Governance* elements of the Strategic Plan.

**BACKGROUND:**
The City Council Rules were first adopted in May 2016, and subsequently revised on February 7, 2017, December 5, 2017, and May 19, 2020. The City Council Rules provide specific guidance to the Council on the duties and role of the Mayor, Vice Mayor, and Councilmembers during meetings. The City Council Rules also provide guidance on how meetings should be conducted including the types of meetings, voting, public participation, agendas, and communications, among other topics. The City Council Rules also incorporate Rosenburg's Rules of Order to the extent that the City Council Rules do not address an issue of parliamentary procedure.

**DISCUSSION**
Recently, the City Council directed staff to consider and bring back for Council consideration a rule setting a deadline for the consideration of written communication from members of the public in advance of a meeting.

Staff reviewed the existing City Council Rules and noted that Chapter 6 of the City Council Rules addresses written communication received in advance of a meeting, as well as written

communications received during and after a meeting. However, improvements could be made to clarify those requirements for written communications.

Specifically, Section 7, within Chapter 6, could be revised to add a specific time by which written communications will be received and compiled and distributed to the Council prior to the Council meeting. Any communications received after that deadline would be identified as "late" and be linked to the agenda but not compiled and distributed to the Council. The revisions are proposed to read as follows (with additions in underline):

"7. Written Communications for Council Meetings

A. The deadline for the receipt of written communications for inclusion in the agenda packet is 5:00 p.m. the Wednesday before the Council meeting. This is to allow for adequate staff review and analysis, and to ensure public access to information, plans, correspondence, and other documents supporting planning applications being heard by the City Council.

B. Correspondence relating to a specific City Council agenda item received after the publication of agenda packets but before 2:00 p.m. on the day of the meeting shall be compiled and distributed to the City Council prior to the City Council meeting. Any correspondence received by the City Council after 2:00 p.m. on the day of the meeting shall be compiled and attached or linked in the agenda and identified as "late correspondence".

C. Materials distributed to Councilmembers during the meeting shall be available for viewing by the public during the meeting if the materials were prepared by the City or a Councilmember, or at the conclusion of the meeting if prepared by another person.

D. If a Councilmember receives materials regarding an agenda item, s/he shall forward it the City Clerk and the City Manager as soon as possible.

E. If late correspondence is received, the City Council will determine at the meeting whether to continue or refer the item to the appropriate Board and/or Commission if significant changes to a project, or significant new information has become known."

This proposed revision to subsection B of Section 7 would provide clear guidance to the Council and the public about how written communications will be received and provided to the Council prior to a meeting. Other amendments to Chapter 6 include a proposed revision to Section 5 to change the heading to "General Correspondence," rather than just "Correspondence" and relocating and revising subsection B to Section 7.

Section 7, within Chapter 4 addresses public participation at meetings. Amendments are being proposed to conform with changes to the Brown Act since the last update to the City Council Rules in 2020.

Subsections A, B and C within Section 7 of Chapter 4 are proposed to be updated to specify that persons may provide public comments remotely through the City's two-way audio-visual platform and updated to be consistent with the requirements for "disruption" of meetings consistent with California Government Code section 54957.95. Subsection C within Section 7 is also proposed to be updated to specify that public speakers in need of transaction services will be allowed twice the allotted time for speakers in accordance with Government Code section 54954.3(b).

Section 7, within Chapter 4, is proposed to read as follows (with additions in underline and deletions in ~~strikethrough~~):

"7. Public Participation

A. Members of the public are encouraged and invited to participate in the legislative process by submitting written comments before the meeting or speaking in person at a meeting or participating remotely through the City's two way audio-visual platform. Persons wishing to speak during Public Forum must limit their comments to items within the subject matter jurisdiction of the City Council. Persons wishing to speak on any specific agenda item must limit their comments to the topic or subject matter of the agenda item.

B. It is the intent of these rules to allow everyone to be heard without fear of jeers or cheers that may discourage public participation. For this reason, these rules are taken seriously. ~~Disruptive or unruly behavior may result in removal from the City Council meeting~~ Members of the public have a right to address the Council. However, it is also important that members of the public respect the order, procedures and decorum of the City Council meetings. The Mayor, or their designee, may remove or cause the removal of an individual for disrupting the meeting, after providing the necessary warning, pursuant to California Government Code section 54957.95. Prior to any removal, the Mayor or their designee, shall confirm with the City Attorney that removal of an individual is appropriate.

C. Time Limits for public comment:

1. Individual Speakers - 3 minutes is customary. For public speakers in need of translation services~~, the speaker timer will be paused during translation.~~ time will be at least twice the amount of the allotted time for speakers in accordance with Government Code section 54954.3(b)."

…

Finally, proposed revisions to subsection F of Section 7 within Chapter 4, would remove the reference to public comments on the Consent Calendar items being received during the Public Forum section of the agenda and reflects the change in practice to take public comment prior to any action on the Consent Calendar. The proposed revisions to subsection F would also

provide that any items pulled off of the Consent Calendar by a Councilmember would be considered separately at the end of the Consent Calendar or other portion of the Agenda.

The Council should consider and discuss the proposed revisions. This item allows for the City Council to review the document and make any revisions to the City Council Rules desired by the Council.

If the Council adopts the proposed Resolution to approve the amendments to the City Council Rules, the City Clerk will work with the City Attorney to update the language in the Agenda, as necessary, to be consistent with the changes.

**ATTACHMENTS**

1. Resolution
2. Redline of Proposed Edits to City Council Rules

**RESOLUTION NO. 2026-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY APPROVING AMENDMENTS TO CITY COUNCIL RULES OF PROCEDURE AND DECORUM**

**WHEREAS**, the City Council Rules were first adopted in May 2016, and subsequently revised in February 7, 2017, December 5, 2017 and May 19, 2020; and

**WHEREAS**, the City Council Rules provide specific guidance to the Council on the duties and role of the Mayor, Vice Mayor and Councilmembers during meetings; and

**WHEREAS**, the City Council Rules also provide guidance on how meetings should be conducted including the types of meetings, voting, public participation, agendas, and communications, among other topics; and

**WHEREAS**, the City Council desires to amend the City Council Rules of Procedure and Decorum to update provisions relating to written communications and public participation.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Half Moon Bay that the amendments to the City Council Rules of Procedure and Decorum, attached hereto as Exhibit A, are hereby approved.

**********

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 18st day of August 2026, by the City Council of Half Moon Bay by the following vote:

AYES, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ATTEST:

_____
Maggie Rodriguez, City Clerk

APPROVED:

_____
Debbie Ruddock, Mayor

# City Council Rules of Procedure and Decorum

Adopted on May 17, 2016

Revised February 7, 2017, December 5, 2017, May 19, 2020, and August 18, 2026

## Chapter 1. Authority of the City Council

1. The City Council is the policy and lawmaking body of the City. State and local laws define the powers and responsibilities of the City Council.

2. General Authorities and Applicability

   When not in conflict with the Constitution, laws of the State of California, or local City ordinances, these City Council Rules of Procedure and Decorum ("Rules") shall be in effect upon adoption by resolution of the Council.

3. Revisions to these Rules

   The Council shall review and revise these rules as needed.

4. Rosenberg's Rules of Order

   To the extent these rules do not address an issue of parliamentary procedure for legislative body meetings, Rosenberg's Rules of Order: Simple Parliamentary Procedures for the 21st Century, Revised 2011, shall apply.

## Chapter 2. Duties

1. Duties of Mayor

   A. To conduct meetings of the City Council as its chairperson.

      1. Ensure that consideration of items on the agenda move along without delay.

      2. Ensure that petitioners, proponents, and opponents are heard but not allowed to disrupt the meeting.

      3. Ensure that decorum is maintained at the meeting.

      4. In presiding over matters where the public has provided testimony and/or raised questions, the Mayor should:

         a. Direct questions or comments requiring a response to staff for a response.

         b. Ensure that staff and members of the public direct their comments to the chair.

         c. If necessary, help keep Councilmember questions relevant to the matter being considered by the Council.

         d. If necessary, consider calling for a brief recess if orderly conduct of the meeting is being disrupted.

         e. Announce the decision of the Council on all subjects.

      5. To ensure that each member of the Council is provided an opportunity to completely express their views on items of business, the Mayor should:

         a. See that Councilmembers ask to be recognized by the Mayor before speaking.

         b. Ensure that each Councilmember is given the opportunity to fully express their views.

   B. To represent City Government as its chief elected official at community functions, events, and meetings.

   C. On behalf of the City Council, to officially welcome dignitaries, officials, and gatherings.

D. To correspond on behalf of the Council on subjects, issues, and legislative proposals provided that opinions expressed on behalf of the Council or City Government are not inconsistent with established policies or previously expressed Council consensus.

E. To vote as the City's "voting delegate" at the League of California Cities Annual Conference and other similar meetings. This responsibility may be delegated to another Councilmember.

F. To participate in the preparation of the agendas of meetings of the City Council as necessary.

G. To recommend Councilmembers for liaison positions on various boards, commissions, and agencies. The Mayor's recommendations shall be discussed and confirmed by a majority vote of the Council and are subject to change.

H. Nothing under the Mayor's duties shall limit any individual Councilmember's ability to interact with members of the public.

2. Duties of Vice Mayor

In the absence of the Mayor from the City or a Council meeting, the Vice Mayor shall possess all powers of the office of the Mayor, and be subject to all prescribed duties for that office.

3. Duties of Councilmembers

A. Arrive on time for all Council meetings.

B. Review all meeting materials in preparation for Council meetings.

C. To fulfill the liaison assignments to legislators, external agencies, and the City's boards and commissions.

## Chapter 3. Councilmember Conduct

1. Members shall:

    A. put constituents foremost at all times;

    B. treat each other, staff, and members of the public with dignity, courtesy, and respect;

    C. encourage and / or ensure that the public treats the City Council, staff, and members of the public with dignity, courtesy, and respect;

    D. maintain confidentiality of all closed session materials and discussion;

    E. be attentive to others, limiting interruptions and distractions;

    F. encourage diverse viewpoints in deliberations while being mindful not to prolong discourse or block consensus;

    G. agree to respectfully disagree;

    H. keep comments clear, concise, and on-topic;

    I. start and end meetings on time, work from the agenda;

    J. present problems in a way that promotes discussion and resolution.

2. Councilmembers are subject to all provisions of City Policies.

## Chapter 4. Meetings

1. All Council decisions must be taken at City Council meetings. Before taking action, the City Council may be informed by project applicants, interested members of the public, and City staff.

2. No business may be transacted by the Council at a regular or special meeting unless a quorum of the membership is present (50% plus one of those currently serving).

3. Council Meeting Dates

    A. Once a year, in December, adopt a schedule of Council meetings for the following year identifying any regular meeting dates that need to move or be cancelled due to major holidays.

    B. Meeting dates may be amended with the approval of the Council.

4. Types of Meetings

    A. **Regular Meetings** are conducted at the Ted Adcock Community Center on the first and third Tuesday nights of each month. In February, July, and August, only one meeting is held during the month. It is also customary to cancel a meeting if it falls on Election Day. The meetings begin at 7:00 p.m. It is City policy to make every effort to complete and distribute the agenda and related reports by the preceding Friday.

    B. **Special Meetings** are called at a non-regular meeting date and / or time. They are called with a minimum of 24 hours' notice, versus 72 hours' notice for regular meetings.

    C. **Study Sessions** are special meetings that are held for the purpose of providing information to the City Council, particularly on issues that are more complex or more time-consuming than matters typically scheduled on a regular City Council meeting agenda. At study sessions, Councilmembers may state their individual responses and questions to the information provided and may collectively provide direction to City staff.

    D. **Closed Sessions** can be part of either special or regular meetings. The Council conducts its business in public to the greatest extent possible. State law recognizes that public discussion of certain items could jeopardize the public interest, compromise the City's position, or cost the citizens of San Mateo financially; and, therefore, generally allows the City Council to hold closed session meetings for the consideration of certain personnel matters, labor negotiations, real property negotiations, matters of public security, and the discussion of litigation, among other things. These rules provide for strict confidentiality of City Council discussion

as required by State law. The procedures for the conduct of the closed sessions shall be the same as those for open session meetings, except that the public, after an opportunity for public comment, are excluded.

E. **Emergency Meetings** are allowed per the Ralph M. Brown Act when an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of the public's well-being.

5. Voting

A motion, second, and a majority vote of the Council shall be required for any formal action of Council.

Any vote of abstention must clearly indicate for the record the basis for the abstention including any conflict of interest.

6. The Mayor, with the approval of a majority of the Council, can change the order of hearing of items on the agenda.

7. Public Participation

A. Members of the public are encouraged and invited to participate in the legislative process by submitting written comments before the meeting or speaking in person at a meeting or participating remotely through the City's two way audio-visual platform. Persons wishing to speak during Public Forum must limit their comments to items within the subject matter jurisdiction of the City Council. Persons wishing to speak on any specific agenda item must limit their comments to the topic or subject matter of the agenda item.

B. It is the intent of these rules to allow everyone to be heard without fear of jeers or cheers that may discourage public participation. For this reason, these rules are taken seriously. Members of the public have a right to address the Council. However, it is also important that members of the public respect the order, procedures and decorum of the City Council meetings. The Mayor, or their designee, may remove or cause the removal of an individual for disrupting the meeting, after providing the necessary warning, pursuant to California Government Code section 54957.95. Prior to any removal, the Mayor or their designee, shall confirm with the City Attorney that removal of an individual is appropriate.

C. Time Limits for public comment:

1. Individual Speakers - 3 minutes is customary. For public speakers in need of translation services, the speaker time will be at least twice the amount of

the allotted time for speakers in accordance with Government Code section 54954.3(b).

2. Applicants / Appellants on Planning Commission appeals – 10 minutes

3. The Mayor may, at his/her discretion, limit the amount of time allotted to the speaker(s) when needed

D. Members of the public are invited to speak at the podium microphone to ensure all attendees can hear and so that the comments can be captured on the video recording.

E. Individuals who wish to speak should submit a speaker card to the "Speaker Cards" box to be called up at the appropriate time.

F. Members of the public are expected to respect other members of the public as well as the City Council and staff during public meetings by acknowledging and adhering to the rules for public comments and participation. Members of the public may not approach the dais during the meeting at any time for any reason. Disruption of a meeting may be cause for removal by a member of the Sheriff's Department.

G. The public is welcome to address the City Council on Consent Calendar items and public comment will be taken prior to any action on the Consent Calendar. At the request of Councilmembers and at the Mayor's discretion, he or she may pull an item off the Consent Calendar . The Consent Calendar consists of matters that are routine in nature, such as minutes, budgeted agreements, and resolutions. They are approved under one blanket motion, except for items that are pulled off by Councilmembers for discussion. Those items are considered separately at the end of the Consent Calendar or some other portion of the Agenda.

8. Agendized Discussion Items (Ordinances and Public Hearings, Staff Reports and Resolutions)

A. Staff / applicant presentation

B. Council questions to applicant and/or staff

C. Open public hearing (or public comment section) for comments

D. Close public hearing (or public comment section)

E. Additional Council questions, if warranted

F. Response by staff to questions / concerns, if warranted

8

G. Council discussion and deliberation

H. Council votes

9. Appeals

A. Appeals are public hearings and will follow the order stated in #7 with the following time allocations, unless otherwise required or provided by law:

1. Applicant – 10 min

2. Appellant – 10 min

3. Individual Speakers – 3 min

4. Applicant Rebuttal – if reserved

B. Appeals from decisions of the City's Boards and Commissions shall appear on the Council agenda for discussion. Council has the options of affirming the action of the commission, modifying the action of the commission, referring the matter back to the commission, or reversing the decision, unless otherwise required or provided by law.

C. Any person that addressed the Council during one of the 10-minute periods (as an applicant or appellant) may not speak again during the public comment period for individual speakers on the appeal.

~~10. Items Considered after 11:00 p.m.~~

~~Unless a majority of the Council determines there is an urgent need to act, no items shall be continued or new items opened for discussion or action after 11:00 p.m.~~[3]

11. Action Minutes

A. The City Council shall use Action Minutes (action minutes record the action taken by the City Council and contain very little, if any, narrative content) or light summary at the discretion of the City Clerk, to record their proceedings.

B. Motions and votes are shown in the record.

C. Media (video) recordings may be used in order to provide a verbatim record of meetings.

---

12. Conflict of Interest

A. The Political Reform Act, implemented, regulated, and enforced by the Fair Political Practices Commission (FPPC), controls financial conflicts of interest.

B. Government Code §1090 applies to prohibit the execution or approval of City contracts in which a public official has a financial interest.

C. As soon as it appears to a Councilmember that they may have a prohibited financial interest in any City contract, or an item that may be presented to the City Council, the Councilmember should immediately consult with the City Attorney at the earliest opportunity for advice on whether a disqualifying conflict of interest exists.

D. With full consideration of the City Attorney's advice, it is up to each individual Councilmember to decide for him/herself whether there is a conflict of interest.

E. A member shall not vote upon any matter on which s/he has a conflict of interest.

F. A member shall openly state the reason for his/her conflict of interest.

G. A member who is disqualified by a conflict of interest shall recuse him/herself, explain the basis for the recusal are required by law, step away from the dais and leave the room during the discussion and deliberation of the item, unless the item is agendized under the Consent Calendar.

# Chapter 5. Meeting Agendas

1. Agenda Item Submission

   A. Persons who can place matters on the agenda: City Councilmember, City Manager, or City Attorney

   B. Councilmember:

      1. A Councilmember may request an item be considered on a future agenda and, if a second Councilmember agrees with the request, staff will prepare a staff report.

      2. Councilmembers may make this request verbally during a meeting or may submit a written request.

   C. Members of the Public

      1. A member of the public may request Council action in the following ways:

         a. Write a letter to the City Council

         b. Speak during the Public Comment period at a City Council meeting

         c. Attend annual Council strategic workshop and provide input

      2. Upon agreement of a majority of the City Council, Council will determine whether to place on a future agenda an item requested by the public.

# Chapter 6. Communication

1. All communications are public records.

   All letters, memoranda, and email communications involving City Councilmembers and members of boards, commissions, committees and task forces, the subject of which relate to the conduct of government or the performance of any governmental function, with a few exceptions as outlined in the Public Records Act, are public records.

2. The Council, in adopting this policy, does not waive attorney-client-privilege or any other privilege associated with a closed session authorized under the Ralph M. Brown Act.

3. Ralph M. Brown Act

   Each Councilmember should be mindful of all of the requirements of the Brown Act in communicating with each other.

4. Mail Processing

   A. Members of the City Council may receive mail and other materials through City Hall.

   B. General correspondence addressed to Councilmembers as a whole may be opened and delivered to all Councilmembers if appropriate.

5. General Correspondence

   A. The City Clerk is authorized to receive and take administrative action on all correspondence directed to the City Council. The City Clerk may also respond to correspondence submitted to the full City Council on non-agenda items or authorize a staff member to respond. A courtesy copy is provided to each Councilmember.

   B. After the City Council has taken a position on an issue, official correspondence should reflect this position. While Councilmembers who may disagree with a position are free to prepare correspondence on such issues as private citizens, City letterhead, official City Council title, and staff support should not be utilized. In addition, City letterhead and staff support cannot be utilized for personal or political purposes.

   C. City letterhead, logo, insignia and brand, as well as staff support, cannot be utilized for personal or political purposes.

6. Electronic Communication

A. All emails sent and received through the City server are retained per the City's Records Retention Schedule and are subject to the Public Records Act.

B. All emails regarding City business should be sent from the Councilmember's official City email address.

7. Written Communications for Council Meetings

A. The deadline for the receipt of written communications for inclusion in the agenda packet is 5:00 p.m. the Wednesday before the Council meeting. This is to allow for adequate staff review and analysis, and to ensure public access to information, plans, correspondence, and other documents supporting planning applications being heard by the City Council.

B. Correspondence relating to a specific City Council agenda item received after the publication of agenda packets but before 2:00 p.m. on the day of the meeting shall be compiled and distributed to the City Council prior to the City Council meeting. Any correspondence received by the City Council after 3:00 p.m. on the day of the meeting shall be compiled and attached or linked in the agenda and identified as "late correspondence".

C. Materials distributed to Councilmembers during the meeting shall be available for viewing by the public during the meeting if the materials were prepared by the City or a Councilmember, or at the conclusion of the meeting if prepared by another person.

D. If a Councilmember receives materials regarding an agenda item, s/he shall forward it the City Clerk and the City Manager as soon as possible.

E. If late correspondence is received, the City Council will determine at the meeting whether to continue or refer the item to the appropriate Board and/or Commission if significant changes to a project, or significant new information has become known.

8. Council Communication to Boards and Commissions

A. Councilmembers should be mindful not to unduly influence—through their attendance—the decision at a Board or Commission meeting so as not to get ahead of the process.

B. It is not appropriate for a Councilmember to make public comments at a Board or Commission meeting.

9. Council - Staff Relations

A. Individual Councilmembers may make requests of City staff through the City Manager or Department Head for limited research and information without the formal concurrence of a majority of the member's colleagues. Requests that will require significant staff time may be referred to the full Council and only pursued if supported by a majority of the Council. The City Manager should be kept aware of all requests.

B. Councilmembers should direct any questions on staff reports to the City Manager or designee.

C. Councilmembers are encouraged to submit their questions on agenda items to the City Manager or Department Head (copying the City Manager) as far in advance of the meeting as possible so that staff has sufficient time to research and can be prepared to respond at the Council meeting.

D. Clarifications or technical questions will be answered before the meeting whenever possible.

E. Questions and all staff-prepared responses will be forwarded to all Councilmembers.

10. Speaking for "the City"

Similar to written correspondence, when Councilmembers are requested to speak to groups or are asked the City Council's position on an issue, the response should reflect the position of the City Council as a whole. Of course, a member may clarify his/her vote on a matter by stating, for example, "While I voted against X, the City Council voted in support of it." When representing the City at meetings or other venues, it is important that those in attendance gain an understanding of the City Council's position rather than that of an individual member.

11. Speaking as an Individual

On occasion, Councilmembers may wish to transmit correspondence on an issue upon which the City Council has yet to take a position or about an issue for which the City Council has no position. In these circumstances, members should clearly indicate in their communications that they are not speaking for the City Council as a whole, but for themselves as an individual member of the Council.

# Chapter 7. Legislative

1. Ceremonial Matters

   A. There are several different types of action the Council may take to provide recognition or express appreciation:

      1. Certifications of Appreciation or Recognition

         Commendations are typically issued to acknowledge the activities of a person or organization. Examples of traditional recipients would include departing Board and Commission Members, high school students with 4.0 grade point averages, Chamber of Commerce Awards, winners of local art or speech contests, etc.

      2. Proclamations

         Public announcements directing attention to a person, organization or event. Proclamations will be issued subject to the policy described below.

   B. Preparation of City Proclamations

      1. It is the policy of the City Council to issue proclamations for certain events or causes, when such a proclamation positively impacts the community and conveys an affirmative message to residents. Examples of causes for which proclamations are regularly and routinely issued include, but are not limited to: notable accomplishments by citizens, youth groups, schools, local organizations, non-profit groups, and local events that deserve special recognition (Bicycle Month, Public Works Month, Red Cross Month, Immigrant Heritage Month, etc.). Discretion should be used in determining whether or not to issue a proclamation. Proclamations that are political in nature, are controversial, or that likely would not enjoy a high-level of community interest and support, are discouraged.

      2. It will be the policy of the City Council to process requests for proclamations in the following manner:

         a. If the Mayor determines that the proclamation request is consistent with the policy stated above, the Mayor will direct the City Clerk to prepare the proclamation and the proclamation will be issued.

         b. Upon receipt of the draft proclamation language, the City Clerk will place the item on the next available meeting agenda. Depending on the nature and time-sensitivity of the request, the Mayor and Vice Mayor can act without full formal concurrence of the Council when the situation warrants.

**BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY**

**AGENDA REPORT**

For meeting of: **August 18, 2026**

**TO:** Honorable Mayor and City Council

**VIA:** Matthew Chidester, City Manager

**FROM:** Dale Leda, Interim Public Works Director / City Engineer

**TITLE:** **HIGHWAY 1 - NORTH (CIP PROJECT NO. 538) DESIGN AGREEMENT AMENDMENT NO. 8**

---

**RECOMMENDATION:**
Adopt a resolution authorizing the City Manager to execute Amendment No. 8 to the professional services agreement with Mark Thomas and Company, Inc. (MTCO) for an additional amount not to exceed $120,000 that covers supplemental design, permitting, certification, and bid support services for the Highway 1 Safety and Operational Improvements Project - North (CIP Project No. 0538).

**FISCAL IMPACT:**
The Highway 1 Safety and Operational Improvements Project - North is included in the City's adopted FY 2026-27 Capital Improvement Program. Amendment No. 8 would increase MTCO's potential compensation by $120,000. Based on MTCO's current contract budget summary, this would increase the total authorized agreement amount from $1,718,128.82 to $1,838,128.82.

The amendment also reallocates approximately $67,596 among existing contract tasks to align the remaining budget with work performed. This reallocation does not increase the total agreement amount. Costs will be charged to CIP Project No. 0538. Staff will seek reimbursement for eligible costs under applicable project funding agreements, with any non-reimbursable costs paid from available project funds

The overall CIP project has a total, fully funded budget of $25.5 million and total expenses to date of around $1.9 million. Based on current construction and support estimates, there is sufficient funding in the CIP for this additional work.

**STRATEGIC ELEMENT:**
This action supports the *Infrastructure and Environment* and *Healthy Communities and Public Safety* Elements of the Strategic Plan.

**ENVIRONMENTAL REVIEW:**
The Planning Commission adopted the project's Negative Declaration and approved the Coastal Development Permit on December 11, 2018. Amendment No. 8 provides professional services needed to implement the previously approved project and does not change the approved project scope. Accordingly, no additional environmental review is required for this action.

**BACKGROUND:**
The Highway 1 North project will improve safety and operations along Highway 1 between North Main Street and Spindrift Way. Major improvements include a new signalized intersection at Terrace Avenue; safer east-west pedestrian and bicycle crossings; protected vehicle turning movements; consolidated access at Grand Boulevard and Frontage Road; improvements to the Naomi Patridge Trail connection; an east-side Class I bicycle and pedestrian path; extension of the four-lane highway configuration; turning-lane and median improvements; green infrastructure; and upgraded transit stops that meet current accessibility requirements.

On April 2, 2019, the City Council approved a professional services agreement with MTCO in the amount of $945,000 for design and preparation of plans, specifications, and estimates (PS&E). The Council subsequently approved amendments for additional design, utility-relocation, right-of-way, and permitting work required as the project advanced through Caltrans review.

On August 19, 2025, the City Council approved Amendment No. 7 in the amount of $188,181. Amendment No. 7 provided budget to respond to extensive comments received from Caltrans following the March 2025 100-percent submittal, coordinate resolution of those comments, revise the contract documents, and continue work toward encroachment permit issuance.

Since approval of Amendment No. 7, MTCO and the City have continued coordinating with Caltrans and updating the final project documents. Caltrans requested additional revisions affecting the plans, specifications, cost estimate, and technical reports. The affected design elements include drainage, stormwater quality, construction staging, traffic management, striping, landscaping, and signal design. As of July 2026, Caltrans informed the City that the 100% Plans, Specifications and Estimate (PS&E) for the project have finally been approved. Only minor remaining items are needed to obtain an encroachment permit and for the project to be ready to advertise. Outstanding items still being finalized include acceptance of the project Storm Water Data Report, preparation of the project Quality Management Plan, Right-of-Way certification and approval of a Coop Agreement related to additional grant funding being provided by San Mateo County Transportation Authority, via Caltrans.

**DISCUSSION:**
Amendment No. 8 provides the additional budget needed to complete the remaining preconstruction work and support the City through bidding.

MTCO anticipates completing the encroachment permit process through September 2026. The City currently anticipates advertising and bidding the project around December 2026.

Amendment No. 8 does not include design support during construction; any future construction-phase services will be brought forward separately if needed.

Approval of the amendment will allow the City to maintain progress toward final Caltrans authorization and construction procurement while staff continues coordinating the project funding and delivery schedule.

**ATTACHMENTS:**

1. Resolution
2. MTCO proposal

**RESOLUTION NO. C-2026-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 8 TO THE PROFESSIONAL SERVICES AGREEMENT WITH MARK THOMAS AND COMPANY INC. FOR THE HIGHWAY 1 SAFETY AND OPERATIONAL IMPROVEMENTS PROJECT – NORTH (CIP PROJECT NO. 0538) IN THE AMOUNT OF $120,000.00**

**WHEREAS**, on December 11, 2018, the Planning Commission adopted the Negative Declaration and approved the Coastal Development Permit for the Project and Caltrans approved the Permit Engineering Evaluation Report (PEER) on February 8, 2019; and

**WHERAS**, on April 2, 2019, the City Council approved a professional services agreement with Mark Thomas and Company, Inc. (MTCO) in the amount of $945,000 for design and preparation of plans, specifications, and estimates for the Project; and

**WHEREAS,** the City Council subsequently approved amendments to the agreement for additional design, utility-relocation, right-of-way, and permitting services required to advance the Project through Caltrans review; and

**WHEREAS,** on August 19, 2025, the City Council approved Amendment No. 7 in the amount of $188,181 for additional design services and permitting support needed to respond to Caltrans comments on the 100-percent submittal and advance the Project toward final approval; and

**WHEREAS,** Caltrans subsequently requested additional revisions affecting the plans, specifications, cost estimate, and technical reports, including drainage, stormwater quality, staging, traffic management, striping, landscaping, and signal design; and

**WHEREAS,** additional professional services are required to complete the plan updates, obtain the Caltrans encroachment permit, complete right-of-way and utility certifications, and support the City during bidding; and

**WHEREAS,** MTCO has proposed to perform these additional services for an additional not-to-exceed amount of $120,000; and

**WHEREAS,** Amendment No. 8 implements the previously approved Project and does not change the approved project scope, and no additional environmental review is required for this action.

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council of the City of Half Moon Bay hereby authorizes the City Manager to execute Amendment No. 8 to the professional services agreement with Mark Thomas and Company, Inc. for an additional amount not to exceed $120,000 that covers supplemental design, permitting, certification, and bid support services

for the Highway 1 Safety and Operational Improvements Project - North (CIP Project No. 0538), in substantially the form approved by the City Attorney, and to make minor, non-substantive revisions necessary to effectuate the amendment.

**********

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 18th of August 2026, by the City Council of Half Moon Bay by the following vote:

AYES, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ATTEST:

_____
Maggie Rodriguez, City Clerk

APPROVED:

_____
Debbie Ruddock, Mayor

MARK THOMAS

August 11, 2026

Mr. Dale Leda
Interim Public Works Director/City Engineer
501 Main Street
Half Moon Bay, CA 94019

**Project No.: SJ-19102**

**RE: Highway 1 Safety & Operational Improvements North, Amendment #8**

Dear Dale:
Per your request, Mark Thomas & Company, Inc. (Mark Thomas) has prepared this additional services letter for the Highway 1 Safety & Operational Improvements North project.

A detailed scope, budget and schedule to perform the additional services is below.

# SCOPE OF SERVICES

## Phase 530 – Task 4 100% Design and Bid Phase

**Task 4.14 – Plan Updates**
Caltrans requested additional plan updates after completion of the final design of the project. The comments affected the plans, specifications, cost estimate, and reports. Design features affected included drainage, stormwater quality, staging plans, traffic management, striping, landscaping, and signal design.

**Task 4.15 – Encroachment Permit/ROW cert/util cert**
Additional efforts are necessary to complete work on obtaining the Caltrans encroachment permit. These efforts include not only this permit but also obtaining right of way certification and utility certification.

**Task 4.16 – Bid Support**
Mark Thomas will provide support to the City of Half Moon Bay during the bidding process. While the project is being advertised for bids, all questions concerning the intent shall be referred to the City Project Engineer for resolution. Mark Thomas will provide consultation with City staff in the interpretation of the contract documents. The interpretation of these items shall be analyzed for a decision by the City, as to the proper procedure required. Corrective action shall either be in the form of an addendum prepared by the Consultant and issued by the City, or by a covering change order after the award of the construction contract.

## FEE ESTIMATE

Below is a cost breakdown for the Highway 1 Safety & Operational Improvements North Amendment #9. Additionally, Mark Thomas proposes to reallocate existing budgets as shown on the attached budget reallocation spreadsheet.

| Fee Breakdown | T&M NTE Amount |
|---|---|
| Task 4.14 Plan Updates | $70,000 |
| Task 4.15 Encroachment Permit/ROW cert/util cert | $25,000 |
| Task 4.16 Bid Support | $25,000 |
| **Total Additional Budget** | **$120,000** |

## SCHEDULE

Plan updates are now complete. The encroachment permit process is anticipated to continue through September 2026. The City is expected to advertise and bid this project between October and December 2026.

Thank you for the opportunity to provide this letter for additional services for the Highway 1 Safety & Operational Improvements North project. Please give me a call if you need any additional information or have any questions regarding this letter.

Sincerely,
**MARK THOMAS & COMPANY, INC.**

Shawn P. O'Keefe, PE, QSD
Principal + Vice President

**Accepted:**

_____
Signature

_____
Name/Title

_____
Date

MARK THOMAS

Dale Leda
City of Half Moon Bay
501 Main Street
Half Moon Bay, CA 94019

**SUMMARY**

08/11/26
File No. **SJ-19102**

Re: SR 1/North Main Street to Spindrift Way Intersection
PS&E, P.O. #1362

Engineering Services: Through February 22, 2026

| PHASE NO. | TASK NO. | PHASE/TASK DESCRIPTION | ORIGINAL BUDGET | 7/31 & 8/21/19 Reall & Mod | AM 3 7/21/2021 | AM 4 6/21/2022 | AM 5 3/21/2023 | AM 6 08/15/24 | AM 7 7/11/25 | PROPOSED REALLOCATION/AM 8 | REALLOCATED BUDGET | PREVIOUSLY BILLED | BILLED THIS PERIOD | COSTS TO DATE | BALANCE REMAINING | BILLED BUDGET |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 100 | | 1 PROJECT MANAGEMENT, ADMIN & QC | | | | | | | | | | | | | | |
| | 001 | 1.1 Project Management | 15,366.00 | | 6,219.00 | 12,040.00 | 23,809.47 | -11,132.88 | -390.99 | 13,516.50 | 94,362.96 | 94,362.96 | 0.00 | 94,362.96 | 0.00 | 100% |
| | 002 | 1.2 Meetings | 22,750.00 | | 9,451.00 | | | -3,663.42 | -5,000.00 | | 18,527.23 | 18,527.23 | 0.00 | 18,527.23 | 0.00 | 100% |
| | 003 | 1.3 Invoicing | 6,088.00 | | 6,219.00 | | | 1,179.85 | 124.00 | 2,847.44 | 14,994.16 | 12,656.72 | 0.00 | 12,656.72 | 2,337.44 | 84% |
| | 004 | 1.4 Quality Management Plan | 11,043.00 | | 3,113.00 | | | -3,113.00 | 0.00 | | 13,994.03 | 13,994.03 | 0.00 | 13,994.03 | 0.00 | 100% |
| | | SUBTOTAL PHASE 100 | 55,247.00 | 0.00 | 25,002.00 | 12,040.00 | 23,809.47 | -16,729.45 | -5,266.99 | 16,363.94 | 141,878.38 | 139,540.94 | 0.00 | 139,540.94 | 2,337.44 | 98% |
| 500 | | 2 35% DESIGN PHASE | | | | | | | | | | | | | | |
| | 001 | 2.2 Field Survey for Controls | 14,491.00 | | | | | | 0.00 | | 14,026.41 | 14,026.41 | 0.00 | 14,026.41 | 0.00 | 100% |
| | 003 | 2.3 Field Survey for Design | 38,102.00 | | | | | | 0.00 | | 9,844.33 | 9,844.33 | 0.00 | 9,844.33 | 0.00 | 100% |
| | 005 | 2.4-1 Geotechnical/Materials Design Report | 1,326.00 | | | | | | 0.00 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% |
| | 006 | 2.4-2 Geotechnical/Foundation Report | 1,326.00 | | | | | | 0.00 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% |
| | 007 | 2.4-3 ADL Report | 1,607.00 | | | | | | 0.00 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% |
| | 008 | 2.4-4 Supplemental Design Decision Doc | 5,493.00 | | | | | | 0.00 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% |
| | 009 | 2.5 Layout | 48,212.00 | | | | | | 0.00 | | 48,185.58 | 48,185.58 | 0.00 | 48,185.58 | 0.00 | 100% |
| | 010 | 2.6 Retaining Wall Type Selection Report | 32,002.00 | | | | | | 0.00 | | 4,606.11 | 4,606.11 | 0.00 | 4,606.11 | 0.00 | 100% |
| | 011 | 2.8 Signal | 14,888.00 | -12,888.00 | | | | | 0.00 | | 1,987.52 | 1,987.52 | 0.00 | 1,987.52 | 0.00 | 100% |
| | 012 | 2.9 Drainage Report | 27,559.00 | | | | | | 0.00 | | 14,027.63 | 14,027.63 | 0.00 | 14,027.63 | 0.00 | 100% |
| | 013 | 2.10 Storm Water Data Report | 8,979.00 | | | | | | 0.00 | | 11,963.70 | 11,963.70 | 0.00 | 11,963.70 | 0.00 | 100% |
| | 014 | 2.11 Striping & Signing | 11,734.00 | | | | | | 0.00 | | 15,639.04 | 15,639.04 | 0.00 | 15,639.04 | 0.00 | 100% |
| | 100 | KIKUCHI: 2.7 LANDSCAPE | 23,600.00 | | | | | | 0.00 | | 23,600.00 | 23,600.00 | 0.00 | 23,600.00 | 0.00 | 100% |
| | 200 | RADMAN: 2.1 NEW AUTOCAD BASE MAP | 8,800.00 | | | | | | 0.00 | | 6,500.00 | 6,500.00 | 0.00 | 6,500.00 | 0.00 | 100% |
| | 300 | PARIKH: 2.4-1 GEOTECHNICAL/MATERIALS DESIGN | 30,812.00 | | | | | | 0.00 | | 20,849.07 | 20,849.07 | 0.00 | 20,849.07 | 0.00 | 100% |
| | 301 | PARIKH: 2.4-2 GEOTECHNICAL/FOUNDATION REPORT | 128,753.00 | | | | | | 0.00 | | 98,298.37 | 98,298.37 | 0.00 | 98,298.37 | 0.00 | 100% |
| | 400 | GEOCON: 2.4-3 ADL REPORT | 40,000.00 | | | | | | 0.00 | | 44,678.75 | 44,678.75 | 0.00 | 44,678.75 | 0.00 | 100% |
| | 500 | EXARO: 2.4-5 POTHOLING | 30,000.00 | | | | | | -5,036.20 | | 9,963.80 | 9,963.80 | 0.00 | 9,963.80 | 0.00 | 100% |
| | 600 | Y&C: 2.11 SIGNAL & SIGNING | 0.00 | 5,000.00 | | | | | | | 4,980.00 | 4,980.00 | 0.00 | 4,980.00 | 0.00 | 100% |
| | | SUBTOTAL PHASE 500 | 467,684.00 | -7,888.00 | 0.00 | 0.00 | 0.00 | 0.00 | -5,036.20 | 0.00 | 329,150.31 | 329,150.31 | 0.00 | 329,150.31 | 0.00 | 100% |
| 510 | | 3 65% DESIGN PHASE | | | | | | | | | | | | | | |
| | 001 | 3.1 Review 35% | 6,680.00 | | | | | | 0.00 | | 9,718.85 | 9,718.85 | 0.00 | 9,718.85 | 0.00 | 100% |
| | 002 | 3.2 Plats and Descriptions | 22,584.00 | | | | | 1,868.11 | 0.00 | | 6,868.11 | 6,868.11 | 0.00 | 6,868.11 | 0.00 | 100% |
| | 003 | 3.3 Update Title, typical & layout | 36,340.00 | | | | | | 0.00 | | 77,208.62 | 77,208.62 | 0.00 | 77,208.62 | 0.00 | 100% |
| | 004 | 3.4 Retaining Wall Layout, Elevation & Detail | 33,509.00 | | | | | | 0.00 | | 33,481.21 | 33,481.21 | 0.00 | 33,481.21 | 0.00 | 100% |
| | 005 | 3.5 UtilitiesDrainage | 40,001.00 | | | | | | 0.00 | | 26,634.08 | 26,634.08 | 0.00 | 26,634.08 | 0.00 | 100% |
| | 006 | 3.7 Signal | 19,594.00 | -17,594.00 | | | | | 0.00 | | 1,331.90 | 1,331.90 | 0.00 | 1,331.90 | 0.00 | 100% |
| | 007 | 3.8 Striping & Signing | 16,117.00 | | | | | | 0.00 | | 15,812.36 | 15,812.36 | 0.00 | 15,812.36 | 0.00 | 100% |
| | 008 | 3.9 Specifications & Estimates | 32,876.00 | | | | | | 0.00 | | 18,445.32 | 18,445.32 | 0.00 | 18,445.32 | 0.00 | 100% |
| | 100 | KIKUCHI: 3.6 LANDSCAPE | 25,000.00 | | | | | | 0.00 | | 25,000.00 | 25,000.00 | 0.00 | 25,000.00 | 0.00 | 100% |
| | 600 | Y&C: 3.7 SIGNAL | 0.00 | 15,000.00 | | | | | 0.00 | | 14,910.00 | 14,910.00 | 0.00 | 14,910.00 | 0.00 | 100% |
| | | SUBTOTAL PHASE 510 | 232,701.00 | -2,594.00 | 0.00 | 0.00 | 0.00 | 1,868.11 | 0.00 | 0.00 | 229,410.45 | 229,410.45 | 0.00 | 229,410.45 | 0.00 | 100% |
| 530 | | 4 100% DESIGN AND BID PHASE | | | | | | | | | | | | | | |
| | 001 | 4.1 Review 65% | 4,643.00 | | | | | | 0.00 | | 4,637.98 | 4,637.98 | 0.00 | 4,637.98 | 0.00 | 100% |
| | 002 | 4.2 Update Title, typical and layout | 24,305.00 | | | | | | 0.00 | | 43,482.30 | 43,482.30 | 0.00 | 43,482.30 | 0.00 | 100% |

MARK THOMAS

| PHASE NO. | TASK NO. | PHASE/TASK DESCRIPTION | ORIGINAL BUDGET | 7/31 & 8/21/19 Reall & Mod | AM 3 7/21/2021 | AM 4 6/21/2022 | AM 5 3/21/2023 | AM 6 08/15/24 | AM 7 7/11/25 | PROPOSED REALLOCATION/AM 8 | REALLOCATED BUDGET | PREVIOUSLY BILLED | BILLED THIS PERIOD | COSTS TO DATE | BALANCE REMAINING | BILLED BUDGET |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 003 | 4.3 Retaining Wall/Independent Check | 27,070.00 | | | | | | 0.00 | | 39,766.84 | 39,766.84 | 0.00 | 39,766.84 | 0.00 | 100% |
| | 004 | 4.4 Utilities/Drainage | 25,825.00 | | 14,438.00 | | | 982.82 | 0.00 | | 47,245.19 | 47,245.19 | 0.00 | 47,245.19 | 0.00 | 100% |
| | 005 | 4.5 Signal | 17,443.00 | -12,518.00 | 2,734.00 | | | | 0.00 | | 3,750.35 | 3,750.35 | 0.00 | 3,750.35 | 0.00 | 100% |
| | 006 | 4.7 Striping & Signing | 16,895.00 | | | | | | 0.00 | | 21,415.26 | 21,415.26 | 0.00 | 21,415.26 | 0.00 | 100% |
| | 007 | 4.8 Specifications/Estimates | 22,405.00 | | | | | | 0.00 | | 35,177.93 | 35,177.93 | 0.00 | 35,177.93 | 0.00 | 100% |
| | 008 | 4.9 Update Fact Sheets | 7,595.00 | | 13,870.00 | 43,538.00 | 21,782.77 | -38,312.82 | -7.38 | | 44,595.36 | 44,595.36 | 0.00 | 44,595.36 | 0.00 | 100% |
| | 009 | 4.10 Encroachment Permit Processing | 7,595.00 | | 100,846.00 | 71,848.00 | 83,299.76 | 134,074.13 | 2,844.32 | | 449,886.13 | 449,886.13 | 0.00 | 449,886.13 | 0.00 | 100% |
| | 010 | 4.11 Bid Phase Support | 9,592.00 | | | | | 2,687.03 | 249.00 | | 12,528.03 | 12,528.03 | 0.00 | 12,528.03 | 0.00 | 100% |
| | 011 | 4.12 Caltrans SHOPP Project Coordination | | | | | | 40,000.00 | -1,876.50 | 43,365.75 | 81,489.25 | 81,489.25 | 0.00 | 81,489.25 | 0.00 | 100% |
| | 012 | 4.13 Encroachment Permit Supplemental | | | | | | | 168,779.13 | 22,488.37 | 191,267.50 | 132,119.00 | 59,148.50 | 191,267.50 | 0.00 | 100% |
| | 013 | 4.14 Plan Updates | | | | | | | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% |
| | 014 | 4.15 Encroachment Permit/ROW cert/util cert | | | | | | | | 25,000.00 | 25,000.00 | 0.00 | 0.00 | 0.00 | 25,000.00 | 0% |
| | 015 | 4.16 Bid Support | | | | | | | | 25,066.50 | 25,066.50 | 0.00 | 66.50 | 66.50 | 25,000.00 | 0% |
| | 099 | MARK THOMAS REIMBURSABLES | | | | 9,500.00 | 6,000.00 | -15,500.00 | 400.00 | -217.89 | 182.11 | 182.11 | 0.00 | 182.11 | 0.00 | 100% |
| | 100 | KIKUCHI: 4.5 LANDSCAPE | 15,000.00 | | | | | 18,000.00 | 0.00 | | 33,000.00 | 33,000.00 | 0.00 | 33,000.00 | 0.00 | 100% |
| | 102 | KIKUCHI: 4.10 ENCROACHMENT PERMIT PROCESSING | 0.00 | | 3,710.00 | 5,000.00 | | | 0.00 | -47.50 | 8,662.50 | 8,662.50 | 0.00 | 8,662.50 | 0.00 | 100% |
| | 103 | KIKUCHI: 4.11 BID PHASE SUPPORT | 0.00 | | 4,095.00 | | | | 0.00 | -827.50 | 3,267.50 | 3,267.50 | 0.00 | 3,267.50 | 0.00 | 100% |
| | 104 | KIKUCHI: 4.13 ENCROACHMENT PERMIT SUPPLEMENTAL WORK | 0.00 | | | | | | 10,000.00 | -1,082.50 | 8,917.50 | 4,097.50 | 4,820.00 | 8,917.50 | 0.00 | 100% |
| | 600 | Y&C: 4.5 SIGNAL | 0.00 | 22,300.00 | 4,580.00 | | | | 0.00 | -184.80 | 26,695.20 | 26,695.20 | 0.00 | 26,695.20 | 0.00 | 100% |
| | 601 | Y&C: 4.11 BID PHASE SUPPORT | 0.00 | 700.00 | | | | | 0.00 | -700.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% |
| | 602 | Y&C: 4.10 ENCROACHMENT PERMIT PROCESSING | 0.00 | | 3,760.00 | 5,000.00 | | | 0.00 | 2,915.00 | 11,675.00 | 11,675.00 | 0.00 | 11,675.00 | 0.00 | 100% |
| | 603 | Y&C: 4.13 ENCROACHMENT PERMIT SUPPLEMENTAL WORK | 0.00 | | | | | | 12,000.00 | -1,095.00 | 10,905.00 | 4,150.00 | 6,755.00 | 10,905.00 | 0.00 | 100% |
| | 699 | Y&C: REIMBURSABLES | 0.00 | | 25.00 | | | | 0.00 | -25.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% |
| | 700 | ARWS: 4.10 ENCROACHMENT PERMIT PROCESSING | 0.00 | | | | 14,000.00 | | 0.00 | -4,923.75 | 9,076.25 | 9,076.25 | 0.00 | 9,076.25 | 0.00 | 100% |
| | | SUBTOTAL PHASE 530 | 178,368.00 | 10,482.00 | 148,058.00 | 134,886.00 | 125,082.53 | 141,931.16 | 192,388.57 | 109,731.68 | 1,137,689.68 | 1,016,899.68 | 70,790.00 | 1,087,689.68 | 50,000.00 | 96% |
| 540 | | 5 DESIGN SUPPORT DURING CONSTRUCTION | | | | | | | | | | | | | | |
| | 001 | 5.1 Design Support During Construction | | | | | | | 0.00 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% |
| | 099 | MARK THOMAS REIMBURSABLES | | | | | | | 0.00 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% |
| | 100 | KIKUCHI: 5.1 DESIGN SUPPORT DURING CONSTRUCTION | | | | | | | 0.00 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% |
| | 600 | Y&C: 5.1 DESIGN SUPPORT DURING CONSTRUCTION | | | | | | | 0.00 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% |
| | | SUBTOTAL PHASE 540 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% |
| 900 | | EXTRA WORK - NOT YET AUTHORIZED | | | | | | | | | | | | | | |
| | 001 | 4.12 Extra Work Budget Allocation | 11,000.00 | | | | | -11,000.00 | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% |
| | 098 | Anticipated Salary Increases | | | | | | | 6,095.62 | -6,095.62 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% |
| | | SUBTOTAL PHASE 900 | 11,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | -11,000.00 | 6,095.62 | -6,095.62 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% |
| | | **GRAND TOTAL SERVICES** | **945,000.00** | **0.00** | **173,060.00** | **146,926.00** | **148,892.00** | **116,069.82** | **188,181.00** | **120,000.00** | **1,838,128.81** | **1,715,001.38** | **70,790.00** | **1,785,791.38** | **52,337.43** | **97%** |

**BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY**

**AGENDA REPORT**

For meeting of: **August 18, 2026**

---

**TO:** Honorable Mayor and City Council

**VIA:** Matthew Chidester, City Manager

**FROM:** Kenneth Stiles, Interim Administrative Services Director

**TITLE:** **MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HALF MOON BAY AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS STATIONARY LOCAL NO. 39 FOR THE PERIOD OF JULY 1, 2026, THROUGH JUNE 30, 2030**

---

**RECOMMENDATION:**
Authorize the City Manager to execute the Memorandum of Understanding between the International Union of Operating Engineers Local No. 39 and the City of Half Moon Bay for the period of July 1, 2026, through June 30, 2030, and Approve the Applicable Salary Schedules.

**FISCAL IMPACT:**
The proposed cost of living and additional variable cost of benefits based on eligibility increases in the four-year agreement will increase costs by approximately $143,318 for FY 2026-2027 and by an estimated total of $510,032 over the four-year agreement. The fiscal year 2026-2027 budget will be amended by $143,318.

An additional accrued leave cash-out opportunity may accelerate the timing of costs but is expected to be cost neutral overall.

**STRATEGIC ELEMENT:**
This recommendation supports the *Fiscal Sustainability* and *Inclusive Governance* elements of the City's Strategic Plan.

**BACKGROUND:**
The Memorandum of Understanding between the City and the International Union of Operating Engineers Local No. 39 expired on June 30, 2026. Local 39 represents seventeen full-time equivalent positions in technical and clerical classifications.

During negotiations, the City focused on developing a comprehensive compensation and benefits structure that better aligns with comparable agencies. This alignment supports recruitment and retention, which in turn helps ensure the City can continue providing quality

services to the community. The City pursued these goals while remaining mindful of long-term fiscal sustainability. The agreement reached with Local 39 reflects these priorities.

**DISCUSSION:**

The City and Local 39 began negotiations prior to the expiration of the previous agreement and met through several bargaining sessions. As proposals were developed and evaluated, the City's management and negotiating teams reviewed compensation and benefit structures offered by comparable agencies within San Mateo County. This comparison helped inform the City's proposals and assess the overall competitiveness of the tentative agreement. The parties ultimately reached a tentative agreement, which has since been ratified by the Local 39 membership.

The principal changes from the prior Memorandum of Understanding are summarized below:

| **Summary of Changes** | |
|---|---|
| ***Term*** | Four-year agreement from July 1, 2026, through June 30, 2030. |
| ***Union Recognition*** | Updates the bargaining unit to include the Assistant Planner, Maintenance Assistant, and Payroll Technician classifications. |
| ***Salary*** | Provides phased salary increases over the four-year term: 5% in Year 1, 3.5% in Year 2, and 3.25% in each of Years 3 and 4, along with a one-time $2,500 payment in Year 1. |
| ***Uniforms*** | Increases the annual uniform allowance to $265. |
| ***Standby Pay*** | Increases standby pay to $5.00 per hour on regular workdays and $5.25 per hour on non-regular workdays, up from $3.50 and $3.75, respectively. |
| ***Service Recognition*** | Expands service recognition eligibility to all Local 39 employees. |
| ***Shift Differential*** | Increases the weekend shift differential to 3.5% for eligible employees working eligible weekend hours, excluding overtime hours. |
| ***Medical Insurance*** | Establishes a two-tier health benefit structure. Employees hired on or after July 1, 2026, receive a City contribution up to the applicable Kaiser premium, while employees hired before July 1, 2026, retain their existing health benefit provisions, with the ability to permanently opt into the new tier. |

***Holidays*** Adds Juneteenth as a recognized City holiday.

Staff is also evaluating an additional annual leave cash-out opportunity for Local 39 employees, generally consistent with the structure proposed for RMT but adjusted to reflect Local 39 leave accrual rates. Final parameters remain under review. Staff requests authorization for the City Manager to incorporate such a provision into the final MOU, as it does not materially increase the overall fiscal impact approved by the City Council.

The successor Memorandum of Understanding also includes language revisions for legal compliance, consistency, and clarity. A complete redline of all changes is included as Attachment 2 and remains subject to final review and execution by the parties.

Staff recommends that the City Council adopt the attached resolution authorizing the City Manager to execute the Memorandum of Understanding for the period of July 1, 2026, through June 30, 2030. Staff also requests authorization for the City Manager to make minor administrative revisions prior to execution, provided those revisions do not materially alter the terms approved by the City Council.

**ATTACHMENT:**
Resolution

**RESOLUTION NO. C-2026-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HALF MOON BAY AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS STATIONARY LOCAL NO. 39 AND APPROVING THE APPLICABLE SALARY SCHEDULE FOR THE PERIOD OF JULY 1, 2026, THROUGH JUNE 30, 2030**

**WHEREAS,** the Memorandum of Understanding between the City of Half Moon Bay and the International Union of Operating Engineers Stationary Local No. 39 ("Local 39") expired on June 30, 2026; and

**WHEREAS**, the City and Local 39 met and conferred in good faith and reached a tentative agreement for a successor Memorandum of Understanding for the period of July 1, 2026, through June 30, 2030; and

**WHEREAS,** the successor Memorandum of Understanding establishes updated compensation, benefits, and employment provisions intended to support employee recruitment and retention while maintaining fiscal sustainability; and

**WHEREAS,** implementation of the successor Memorandum of Understanding requires approval of the corresponding salary schedule for classifications represented by Local 39; and

**WHEREAS,** the City Council has reviewed the proposed Memorandum of Understanding and finds that its approval is in the best interests of the City and its employees.

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council of the City of Half Moon Bay hereby:

1. Approves the Memorandum of Understanding between the City of Half Moon Bay and the International Union of Operating Engineers Stationary Local No. 39 for the period of July 1, 2026, through June 30, 2030, substantially in the form attached as Exhibit A.

2. Approves the salary schedule applicable to classifications represented by Local 39, attached as Exhibit B, which shall become effective upon execution of the Memorandum of Understanding by both parties and shall apply as provided in the Memorandum of Understanding.

3. Authorizes the City Manager to execute the Memorandum of Understanding and make minor administrative or clarifying revisions that do not materially alter the terms approved by the City Council.

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 18th day of August 2026, by the City Council of Half Moon Bay by the following vote:

AYES, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ATTEST:

_____
Maggie Rodriguez, City Clerk

APPROVED:

_____
Debbie Ruddock, Mayor

# MEMORANDUM OF UNDERSTANDING

**between**

# CITY OF HALF MOON BAY

**and**

# INTERNATIONAL UNION OF OPERATING ENGINEERS STATIONARY LOCAL 39, AFL-CIO

July 1, 2026 – June 30, 2030

**TABLE OF CONTENTS**


| | Section | Page No. |
|---|---|---|
| **Memorandum of Understanding** | **1.1** | **5** |
| **Union Recognition** | **2.1** | **5** |
| **Pay and Allowances** | **3** | **6** |
| Salary | 3.1 | 6 |
| Bilingual Pay | 3.2 | 6 |
| Notary Public Services Pay | 3.3 | 7 |
| Specialized License Pay | 3.4 | 7 |
| Salary on Promotion | 3.5 | 7 |
| Salary for Out of Class Work | 3.6 | 7 |
| Overtime Meal Allowance | 3.7 | 8 |
| **Other Pay & Reimbursements** | **4** | |
| Uniforms | 4.1 | 8 |
| Standby Pay | 4.2 | 9 |
| Vacation & Compensatory Leave Payoff | 4.3 | 9 |
| Sick Leave Payoff | 4.4 | 9 |
| Personal Property Reimbursement | 4.5 | 9 |
| Reimbursement for Use of Technology | 4.6 | 10 |
| Service Recognition | 4.7 | 10 |
| Shift Differential | 4.8 | 10 |
| **Mileage and Travel Reimbursement** | **5** | |
| Mileage | 5.1 | 11 |
| Lodging | 5.2 | 11 |
| Meals | 5.3 | 11 |
| **Educational and Training Incentive Program** | **6** | |
| Tuition Reimbursement Program | 6.1 | 11 |
| **Work Schedules and Overtime** | **7** | |
| Work Schedules | 7.1 | 12 |
| Overtime | 7.2 | 14 |
| FLSA Savings Clause | 7.3 | 15 |
| Call Back | 7.4 | 15 |
| Meals & Rest Periods | 7.5 | 15 |
| Alternate Work Schedules | 7.6 | 16 |
| **Health & Welfare** | **8** | |
| Medical, Dental Vision Insurance Eligibility | 8.1.a | 17 |
| Medical Insurance Benefits | 8.1.b | 17 |
| Cafeteria Plan | 8.1.c | 17 |
| Flexible Spending Accounts | 8.1.d | 19 |
| Life Insurance and AD & D Coverage | 8.2 | 19 |
| Disability Coverage | 8.3 | 19 |
| Deferred Compensation | 8.4 | 20 |
| Retirement | 8.5 | 20 |

| | Section | Page No. |
|---|---|---|
| **Holidays** | **9** | |
| Holidays | 9.1 | 21 |
| **Leaves** | **10** | |
| Vacation Leave | 10.1 | 23 |
| Vacation Leave Accrual | 10.1.a | 23 |
| Vacation Leave Accumulation | 10.1.b | 23 |
| Vacation Leave Scheduling | 10.1.c | 23 |
| Sick Leave | 10.2 | 24 |
| Industrial Accident Leave | 10.3 | 24 |
| Bereavement leave | 10.4 | 25 |
| Family & Medical Leave | 10.5 | 25 |
| Jury Duty | 10.6 | 25 |
| Military Leave | 10.7 | 26 |
| Court Leave | 10.8 | 26 |
| **Grievance Procedure** | **11** | |
| Purpose | 11.1 | 26 |
| Definition | 11.2 | 26 |
| Standing | 11.3 | 26 |
| Time Limits | 11.4 | 27 |
| Procedure | 11.5 | 27 |
| Step I | 11.5 | 27 |
| Step II | 11.5 | 27 |
| Step III | 11.5 | 27 |
| **Equipment Provided** | **12** | |
| Tools | 12.1 | 28 |
| **No Discrimination** | **13** | |
| No Discrimination | 13.1 | 28 |
| **Safety** | **14** | |
| Safe Employment | 14.1 | 29 |
| Lunch & Restroom Facilities | 14.2 | 29 |
| Safety Committee | 14.3 | 29 |
| **Disciplinary Actions** | **15** | |
| Definition | 15.1 | 29 |
| Disciplinary Procedure | 15.2 | 30 |
| **Personnel Rules** | **16** | |
| Personnel Rules | 16.1 | 32 |
| **Contracting Out** | **17** | |
| Contracting Out | 17.1 | 32 |
| **Union Security** | **18** | |
| Union Membership | 18.1 | 32 |
| **Union Rights** | **19** | |
| Work Access | 19.1 | 34 |

| | Section | Page No. |
|---|---|---|
| Bulletin Board | 19.2 | 34 |
| Meeting Space | 19.3 | 34 |
| Shop Stewards | 19.4 | 34 |
| Dues Check-off | 19.5 | 34 |
| Release Time | 19.6 | 35 |
| **Terms & Conditions** | **20** | |
| Prevailing Rights | 20.1 | 35 |
| Separability | 20.2 | 35 |
| Implementation | 20.3 | 36 |
| Contract Term | 20.4 | 36 |
| City Rights | 20.5 | 36 |
| **Layoff Notification & Severance** | **21** | |
| Layoff Notification & Severance | 21.1 | 36 |
| **Signature Page** | | **39** |
| **EXHIBIT A – Salary Schedule** | | **40** |

## SECTION 1

## MEMORANDUM OF UNDERSTANDING

### 1.1 Memorandum of Understanding

This Memorandum of Understanding is entered into by and between the City of Half Moon Bay hereinafter called "City" and the International Union of Operating Engineers, Stationary Local No. 39, hereinafter called "Union."

The parties have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment for the employees in said representation Unit, and have freely exchanged information, opinions, and proposals and have reached agreement on all matters set forth in this Agreement relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding shall be presented to the City Council of the City of Half Moon Bay as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing **July 1, 2026 to June 30, 2030.**

The parties agree that negotiations for the MOU beginning **July 1, 2030** shall commence no later than three (3) months prior to the expiration of this current Agreement.

## SECTION 2

## RECOGNITION

### 2.1 Union Recognition

The City recognizes the International Union of Operating Engineers Stationary Local 39, AFL-CIO, hereinafter referred to as the "Union," as the exclusive bargaining agent for all employees working in the following classifications:

Accounting Technician
Administrative Analyst
Administrative Assistant
**Assistant Planner**
Community Preservation Specialist
Deputy City Clerk
**Maintenance Assistant**
Maintenance Worker I/II
Office Assistant I/II
**Payroll Technician**
Permit Technician

Recreation Leader I/II/III
Senior Accounting Technician
Senior Maintenance Worker

The Union and its authorized representatives have the exclusive right to represent bargaining Unit members on all matters within the scope of representation.

## SECTION 3

## PAY AND ALLOWANCES

### 3.1 Salary

**Effective the first full pay period on or after July 1, 2026,** the base wages for represented classifications shall be increased by a cost-of-living adjustment of **five** percent (**5**.0%). **In addition, there shall be a one-time, non-pensionable lump sum payment of $2,500 to each bargaining unit member at the time of ratification and following the Council's approval of a successor MOU.**

Effective **the first full pay period on or after July 1, 2027**, the base wages for represented classifications shall be increased by a cost of living adjustment of **three-and-a-half percent (3.50%).**

Effective **the first full pay period on or after July 1, 2028**, the base wages for represented classifications shall be increased by a cost of living adjustment of **three and a quarter percent (3.25%).**

Effective **the first full pay period on or after July 1, 2029**, the base wages for represented classifications shall be increased by a cost of living adjustment of **three and a quarter percent (3.25%).**

### 3.2 Bilingual Pay

Effective July 1, 2018, members of the Unit who have the ability to speak and understand Spanish, 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.

Bilingual skill shall not be a condition of employment except for employees who are hired specifically with that requirement. If an employee is hired under this provision, that requirement shall be included in the initial appointment letter and the employee shall receive the applicable bilingual pay.

### 3.3 Notary Public Services Pay

Effective July 1, 2005, the City will pay two and one-half percent (2.5%) wage differential to a Local 39 employee who is assigned in writing and is required to perform notary functions for the City.

### 3.4 Specialized License Pay

Effective the first full pay period following adoption of this Agreement by the City Council, the City will pay two and one-half percent (2.5%) wage differential to a Local 39 employee who (i) holds one of the following licenses and (ii) is assigned in writing and is required to perform functions requiring such a license for the City:

- Arborist
- Pesticide
- Playground Inspector
- Backflow

This list is not intended to be exhaustive. Additional certifications may be added upon mutual agreement between the City and Local 39.

### 3.5 Salary on Promotion

Any Bargaining Unit 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 the promotion is to be effective, the step increase shall be granted before the promotion.

### 3.6 Salary for Out of Class Work

Any employee, who is assigned the full scope of duties of a position having a higher salary range, shall receive acting pay equal to the minimum step in the new range that provides at least a five percent (5%) increase during the entire period of such assignment.

Acting pay shall commence from hour one and the employee shall be assigned in writing to perform the full scope of duties as specified in the job description.

Out of class work shall also include assignments that occur when an employee, because of turnover in supervisory or management personnel, performs major duties normally performed in those higher-level positions. Employees who are assigned out of class work in writing shall receive a five percent (5%) premium pay for the length of the out of class assignment, which may run while the applicable position(s) are vacant and for up to ten (10) working days' time after they are filled.

### 3.7 Overtime Meal Allowance

The City agrees to reimburse a per diem amount of Twenty- five Dollars ($26.00) for a meal, for any employee who works four (4) or more consecutive hours of overtime after completing a regular shift.

## SECTION 4

## OTHER PAY AND REIMBURSEMENTS

### 4.1 Uniforms

The City shall furnish uniforms and/or clothing required by the City to be worn or used by Bargaining Unit employees Including but not limited to: Maintenance Workers, Community Preservation Specialist and Recreation Leaders. Bargaining unit members in the Maintenance Worker classifications shall be provided an allowance for the purpose of uniform maintenance of two hundred fifty dollars ($265.00) per year to be paid the first pay period in July.

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

- Ten short-sleeve T Shirts with City logo
- Six baseball style hats with City logo
- One hooded sweatshirt with City logo
- One Winter jacket with City logo
- Three hundred ($300) for the purchase of workpants
- Three hundred dollars ($300) for work boots
- Six hundred dollars ($600) for paving and spraying work boots that will stay at work

Employees required by the City to wear steel toed and/or ankle supported safety shoes/boots, or to work with asphalt as a usual and regular job duty shall receive a shoe/boot allowance.

All classifications: 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.

## 4.2 Standby Pay

Any employee, who, when off duty, is assigned by the department to be on restricted standby, shall be eligible for stand-by pay as follows:

1. **Five Dollars ($5.00)** for each hour on regular work days and;

2. **Five Dollars and Twenty-Five Cents ($5.25)** for each hour on days off, for the entire period of such an assignment.

The City will provide three (3) days' notice of standby assignment, except in cases of emergency in which City property may be damaged, there is a danger to public health and/or safety, or an unforeseen public hazard exists.

## 4.3 Vacation and Compensatory Leave Payoff

When an employee is separated from service after six (6) months of employment, they shall be entitled to lump sum payment of any accrued and unused vacation **leave** or compensatory time at the time of separation; minus any mandatory deductions and benefit payments the employee owes the City.

**Upon separation from City employment, employees shall be entitled to payment of any accrued and unused compensatory time off in accordance with applicable law.**

In addition to the payment available upon separation, employees shall have the option to cash out up to ninety six (96) hours of accrued vacation or CTO in November of each year with the approval of the City Manager. In order to be eligible for this cash out, the employee must have at least forty (40) hours of accrued vacation time remaining in their vacation bank after the cash out.

## 4.4 Sick Leave Payoff

The following sick leave reimbursement plan shall be available to all represented classifications:

Payoff of earned but unused sick leave upon cessation of employment with the City, as follows: Twenty five percent (25%) of all unused sick leave, not to exceed Twenty Five Hundred Dollars ($2,500).

Employment duration must equal or exceed five (5) years with the City of Half Moon Bay.

**4.5 Personal Property Reimbursement**

The City shall provide reimbursement to employees for the cost of repairing or replacing the property or prostheses of an employee, lost or damaged while in the course and scope of employment, without fault to the employee.

**4.6 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 one hundred dollars ($100) per month.

**4.7 Service Recognition**

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 $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.

### 4.8 Shift Differential

Maintenance Workers assigned to work a weekend shift shall be compensated for a weekend differential at **three- and one-half percent (3.50%)** above the worker's base **rate of** pay **for all non-overtime hours worked during such shift.**

**Senior Maintenance Worker**
**Maintenance Worker I/II**

**The weekend shift differential shall not apply to overtime hours worked on a weekend. The weekend shift differential shall not apply to employees in classifications for which weekend work is a regular and expected component of the position.**

## SECTION 5

## MILEAGE AND TRAVEL REIMBURSEMENT

### 5.1 Mileage

Bargaining Unit employees shall be entitled to reimbursement for the actual miles 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."

### 5.2 Lodging

Bargaining Unit employees shall be entitled to reimbursement for the actual cost of lodging when away from the City overnight on official City business. Receipts may be required for payment of the claim.

### 5.3 Meals

Bargaining Unit employees shall be entitled to reimbursement for necessary meal expenses incurred while on official City business. Per diem rates will be based on the U.S. General Services Administration (GSA) reimbursement rates applicable to location in which City business is being conducted. For example, 2026 rates for business being conducted in Half Moon Bay are **$92 per day - $23 breakfast/$26 lunch/$38 dinner; $5 incidentals.**

## SECTION 6

## EDUCATIONAL AND TRAINING INCENTIVE PROGRAM

### 6.1 Tuition Reimbursement Program

The City shall reimburse employees up to One Thousand Five Hundred Dollars each calendar year ($1,500) for job-related educational classes, certifications, professional memberships, conferences, workshops, or seminars, conditioned upon prior approval of the City Manager or their designee. 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.

For employees who are seeking to attend educational classes, certifications, professional memberships, conferences, workshops, or seminars that directly relate to satisfying the minimum qualifications or preparing for advancement/promotion to positions of greater responsibility within the City, and subject to the recommendation of the Administrative Services Director and advanced approval by the City Manager, they may seek approval for an additional reimbursement of $1,500 per calendar year if they have exhausted the annual allotment of $1,500 under this section.

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

## SECTION 7
## WORK SCHEDULES AND OVERTIME

### 7.1 Work Schedules

a. The standard work week for all Bargaining Unit employees shall consist of forty (40) hours of work during five (5) consecutive workdays.

b. The standard workday shall consist of eight (8) consecutive hours of work that may be interrupted by a meal period.

c. Work schedules showing employees' shifts, workdays, and hours shall be posted on employee bulletin boards.

d. The City Manager will meet with the Union to discuss alternate schedules upon request.

e. City Hall Closure:

2026-2027

City Hall will be closed **December 28-30, 2026**. City employees mayuse accrued vacation, compensatory time or take unpaid time off during the unpaid closure days. Employees without accrued vacation or compensatory time off will take unpaid leave. Employees may bepermitted or required to work during this period with the approval of the City Manager and subject to the business needs of the City.

Staff who have completed less than two (2) years of service with theCity as of **December 1, 2026** will be granted two (2) floating holidays to be used solely for purposes of taking paid leave during the winter closure period. In the event an employee is permitted or required to work during the closure period, such employee must use these two (2) floating holidays before **March 1, 2027**. The floating holidays granted under this provision shall not carry over (except as provided for in the previous sentence) and shall have no cash value.

2027-2028

City Hall will be closed **December 27-29, 2027**. City employees may use accrued vacation, compensatory time or take unpaid time off during the unpaid closure days. Employees without accrued vacation or compensatory time off will take unpaid leave. 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.

Staff who have completed less than two (2) years of service with theCity as of **December 1, 2027** will be granted two (2) floating holidaysto be used solely for purposes of taking paid leave during the winter closure period. In the event an employee is permitted or required to work during the closure period, such employee must use these two(2) floating holidays before **March 1, 2028**.

The floating holidays granted under this provision shall not carry over (except as providedfor in the previous sentence) and shall have no cash value.

2028-2029

City Hall will be closed **December 27-28, 2028**. City employees may use accrued vacation, compensatory time or take unpaid time off during the unpaid closure days. Employees without accrued vacation or compensatory time off will take unpaid leave. 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.

Staff who have completed less than two (2) years of service with theCity as of **December 1, 2028** will be granted two (2) floating holidaysto be used solely for purposes of taking paid leave during the winterclosure period. In the event an employee is permitted or required to work during the closure period, such employee must use these two
(2) floating holidays before **March 1, 2029**. The floating holidays granted under this provision shall not carry over (except as providedfor in the previous sentence) and shall have no cash value.

2029-2030

City Hall will be closed **December 26-28, 2029**. City employees may use accrued vacation, compensatory time or take unpaid time off during the unpaid closure days. Employees without accrued vacation or compensatory time off will take unpaid leave. 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.

Staff who have completed less than two (2) years of service with theCity as of **December 1, 2029** will be granted two (2) floating holidaysto be used solely for purposes of taking paid leave during the winterclosure period. In the event an employee is permitted or required to work during the closure period, such employee must use these two
(2) floating holidays before **March 1, 2030**. The floating holidays granted under this provision shall not carry over (except as

providedfor in the previous sentence) and shall have no cash value.

## 7.2 Overtime

a. Any time worked in excess of the **employee's** standard forty (40) hour workweek shall be considered overtime work and shall be compensated at the overtime pay rate of one and one-half (1½) times the employee's regular hourly rate of pay. In addition, any employee that works a holiday will receive two (2) times their hourly rate of pay. The accumulation of compensatory time off (CTO) shall not exceed one hundred and **ninety two** (192) hours.

b. Any employee as of July 1, 2013 that has over one hundred (100) hours of CTO will be automatically paid any overtime hours each pay period until the hours are reduced to, at or below one hundred (100) hours.

c. Employee will have the option to be paid their overtime hours during each pay period overtime is worked or have them deposited into the CTO bank.

d. The City shall notify employees of the need for overtime work as far in advance as possible.

e. The City shall attempt to distribute overtime work equitably among Bargaining Unit employees.

f. Except in emergency situations, employees will not be required to work in excess of sixteen (16) hours in any twenty-four (24) hour period.

## 7.3 FLSA Savings Clause

The City and the Union believe that this Memorandum of Understanding, and all of the City's related pay practices, comport with the requirements of the Fair Labor Standards Act (FLSA). **If any provision of this MOU is found to conflict with the FLSA, that provision shall be interpreted and applied in a manner consistent with applicable law. The parties shall meet and confer, as necessary, regarding the affected provision. All remaining provisions of the MOU shall remain in full force and effect.**

## 7.4 Call Back

a. An employee who has left the work site and is called back to work outside of and not continuous with regularly scheduled hours, shall be paid a minimum of three (3) hours plus any time worked in excess of three (3) hours at the overtime rate. Any additional call back within the original call back period shall not result in an additional three (3) hour minimum.

b. Time worked for which an employee is entitled to compensation shall include reasonable travel time to and from an employee's residence not to exceed one (1) hour total travel time.

## 7.5 Meals and Rest Periods

a. When working a shift scheduled to be six (6) or more hours, an employee shall be granted a meal period of at least thirty (30) but not more than sixty (60) minutes, at or near the mid-point of the shift.

b. After each four (4) hour segment of overtime work, an employee shall be granted a thirty (30) minute and duty free meal period.

c. Employees shall be entitled to a paid rest period of fifteen (15) minutes during each full four (4) hour segment of work.

## 7.6 Alternate Work Schedules

**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). **The workweek begins 4 hours into the eight-hour day maintaining 40-hour workweeks. Overtime is calculated based on this workweek.**

**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.

## SECTION 8

## HEALTH AND WELFARE

### 8.1 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.

The City will pay the minimum employer contribution required under PEMHCA for each eligible active employee towards the purchase of medical insurance.

**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.

**Health Benefit Structure – Employees Hired On or After July 1, 2026**

Employees hired on or after July 1, 2026 shall participate in the health benefit structure described below. Employees hired on or before June 30, 2026 shall continue to receive the health benefit structure in effect prior to July 1, 2026, unless they irrevocably elect to participate in the post-July 1, 2026 health benefit structure.

For calendar year 2026, the City agrees to provide the following maximum monthly contribution toward medical insurance premiums for employees eligible to participate in City- sponsored health and welfare benefits. Based on the employee's eligibility for enrollment (i.e. Subscriber, Subscriber + 1 dependent, Subscriber + 2 dependents), the City shall contribute up to the following maximum of for each category for regular full-time employees:

- Subscriber - $1,168.86
- Subscriber + 1 - $2,337.72
- Subscriber +2 - $3,039.04

For example, an employee with no dependents shall be eligible for City contributions at the Subscriber category. An employee with one dependent shall be eligible for City contributions at the Subscriber + 1 category. An employee with family coverage shall be eligible for City contributions at the Subscriber + 2 category.

The City's contribution shall not exceed the actual cost of the selected medical plan. Any unused portion of the City's contribution shall not be paid to the employee as cash or any other form of compensation.

Employees receiving City contributions to health coverage shall not be eligible for cash back or a difference in premiums of any kind. Employees who decline City-sponsored medical coverage shall not be eligible to receive cash in lieu of benefits.

Beginning on January 1, 2027 and on each January 1 thereafter up to and through June 30, 2030, the City agrees to adjust the maximum monthly contribution toward medical insurance premiums for employees who participate in City sponsored health and welfare

benefits using the CalPERS Kaiser premium rates set for each corresponding calendar year, subject to a cap of 7.5% in annual increases borne by the City. Any CalPERS Kaiser premium increases exceeding the 7.5% cap shall be borne solely by the employee.

Employees who enroll in City-sponsored health and welfare benefits will receive the CalPERS Kaiser premium rates as the maximum City contributions based on the employee's eligibility for enrollment (i.e. Subscriber, Subscriber + 1 dependent, Subscriber + 2 dependents), subject to the 7.5% annual increase provision as set forth above, The City's agreement to absorb annual CalPERS Kaiser premium rate increases shall be limited to the 2026 – 2030 MOU, and this provision shall automatically sunset upon the expiration of the MOU on June 30, 2030.

The City's contribution for part-time employees shall be pro-rated based on their FTE.

**Grandfathered Health Benefit – Employees Hired on or Before June 30, 2026**

Employees hired on or before June 30, 2026 who elect to remain under the pre-July 1, 2026 health benefit structure shall receive a monthly cafeteria allowance of $1,900. Employees enrolled in medical coverage may receive any unused portion of the allowance as taxable cash. Employees who waive City-sponsored health and welfare benefits shall receive the full $1,900 monthly allowance as taxable cash in lieu of benefits.

**Election to Participate in New Health Structure**

Employees hired on or before June 30, 2026 may elect to participate in the health benefit structure applicable to employees hired on or after July 1, 2026. Such election shall be irrevocable. Employees who make this election shall thereafter be subject to all provisions applicable to the post-July 1, 2026 health benefit structure and may not return to the pre-July 1, 2026 health benefit structure.

**Dental / Vision**

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 Local 39 members and adoption by the City Council, but no later than January 1, 2019, the City will offer a flexible spending account (FSA) program 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.

## 8.2 Life Insurance and AD & D Coverage

The City shall provide Life Insurance and Accidental Death and Dismemberment Coverage in the amount of Seventy-five Thousand Dollars ($75,000) for those employees covered by this MOU.

## 8.3 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.

## 8.4 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 six percent of the employee's salary. For example, if an employee contributes 6.0% or more of their salary towards their 457 Plan account, they will receive a 3.0% match from the City. 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.

## 8.5 Retirement

a. 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):

Effective July 1, 2015, Employees will be required to pay seven percent (7%) of the member contribution.

1. 2% @ 55 Retirement Option.

2. One year final compensation.

3. 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.

b. 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.

c. 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 9

## HOLIDAYS

### 9.1 Holidays

All full-time Bargaining Unit employees shall be entitled to the following eight (8) hour 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 (Washington's Birthday)

**Farmworker** Day
Memorial Day
**Juneteenth**
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
One day prior to or following Christmas Day
Floating Holiday - 8 hours of vacation added July 1st

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 hours of holiday pay for any holidays that are observed on a Monday).

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

Employees whose regularly scheduled days off fall on any City observed holiday shall be entitled to equivalent time off or pay in lieu of equivalent time off.

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

| Actual Holiday | Holiday Observed | Day Before or After Observed |
|---|---|---|
| Sunday | Monday | Tuesday |
| Monday | Monday | Tuesday |
| Tuesday | Tuesday | Monday |
| Wednesday | Wednesday | Tuesday |
| Thursday | Thursday | Friday |
| Friday | Friday | Thursday |
| Saturday | Friday | Thursday |

## SECTION 10

## LEAVES

### 10.1 Vacation Leave

**a. Accrual**

All full-time Bargaining Unit 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 | 15.3334 | hours per month |

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

**b. Accumulation**

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

No vacation credit shall accrue prior to the completion of six (6) months of service. At the conclusion of six (6) months service the employee shall be credited with six (6) workdays or forty-eight (48) hours of vacation credit.

**c. Scheduling**

Vacation time off may only be taken with the approval of the employee's immediate supervisor.

### 10.2 Sick Leave

All regular full-time Bargaining Unit 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 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 their 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: Employees shall be credited with **sixteen (16) hours** vacation leave, contingent upon non-usage of accumulated sick leave (i.e. employee authorized **eight (8) additional vacation hours** per six (6) months provided sick leave usage does not exceed **sixteen (16) hours** for that same time period.)

## 10.3 Industrial Accident Leave

An employee who has suffered an illness or injury arising out of and in the course of their 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 their 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 doctor's estimated date of return of full duty.

## 10.4 Bereavement Leave

The maximum period of bereavement leave with pay granted to any employee, whether full-time or part-time, for each death in their immediate family (immediate family includes and is limited to parents, grandparents, children, grandchildren, and siblings of the employee, and/or spouse/registered domestic partner of the employee) shall be

three (3) working days. Bereavement leave with pay granted to an employee for all deaths in their immediate family shall not exceed five (5) working days during any twelve (12) month period except when allowed by approval of the City Manager or 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.

### 10.5 Family and Medical Leave

The City will comply with applicable laws regarding family and medical leave. All leaves will run concurrently with any other statutory leaves, federal and state.

### 10.6 Jury Duty

A regular employee 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). 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 and overtime calculation purposes.

### 10.7 Military Leave

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

### 10.8 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. Notwithstanding the foregoing, participation in grievance or discipline arbitrations under Sections 11 and 15 shall not be subject to this provision.

## SECTION 11

## GRIEVANCE PROCEDURE

### 11.1 Purpose

It shall be the purpose of this procedure to resolve employee grievances in a fair and equitable manner within a reasonable period of time at the lowest level of administrative review possible.

### 11.2 Definition

A grievance shall mean any dispute which may arise concerning the interpretation, application, or violation of the express terms of the Memorandum of Understanding, 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 which affect the wages, hours or other conditions of employment of Bargaining Unit employees.

### 11.3 Standing

Any Bargaining Unit member, group of members, or the Union itself shall have standing to initiate grievances under the procedure.

### 11.4 Time Limits

The time limits specified herein shall be strictly observed and may be waived only by mutual agreement of the parties.

### 11.5 Procedure

An employee must first informally discuss the grievance with their immediate supervisor who shall respond to the employee's concern(s) within ten (10) working days of such discussion.

All written grievances must be filed at Step I except by mutual agreement of the City and the Union.

**STEP I**

If the grievance is not resolved by the immediate supervisor, the aggrieved employee may, within ten (10) working days of the supervisor's response, submit the grievance in writing to the Department Head. The written grievance shall contain a clear statement of the grievance and the remedy requested.

The Department Head shall respond in writing within ten (10) working days of the receipt of grievance.

**STEP II**

If the grievance remains unresolved the aggrieved may, within ten (10) working days of the receipt of the Department Head's response, submit the grievance to the Personnel Officer for review and decision.

The Personnel Officer shall within ten (10) working days of receipt of written grievance respond in writing to the grieving party. The response shall include the reason for the decision.

**STEP III**

Grievances concerning the interpretation, application or violation of this Memorandum of Understanding, which remain unresolved by the Personnel Officer's decision, may be submitted by the Union to arbitration for a decision which shall be binding on the parties. Such referral shall be made in writing to the Personnel Officer within ten (10) working days of receipt of the Personnel Officer's decision by the Union. The arbitrator's decision on non-Memorandum of Understanding grievances shall be an advisory recommendation to the City Council for final determination.

The binding arbitration procedure shall be as follows:

A. The arbitrator shall be selected from a list provided by the State of California Mediation and Conciliation Service.

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

1. A requirement that the arbitrator selected renders a 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.

C. The fees and expenses of the arbitrator and the court reporter, if mutually agreed to, shall be shared equally by both parties.

Notwithstanding the above, the cost of witnesses, court reporters and/or transcripts shall be the sole responsibilities of the party requesting same.

## SECTION 12

## EQUIPMENT PROVIDED

### 12.1 Tools

The City agrees to provide all tools, equipment and supplies reasonably necessary to Bargaining Unit employees for the performance of employment duties.

All equipment is owned by the City and it must be returned upon separation from employment.

## SECTION 13

## NO DISCRIMINATION

### 13.1 No Discrimination

The City agrees not to discriminate against any employee for their activity on behalf of, or membership in, the Union. The City and Union agree that there shall be no discrimination against any employee because of race, color, religious creed, sex, marital status, age, national origin, ancestry, physical or mental impairment, or veteran status or other protected categories as provided by State or Federal law.

## SECTION 14

## SAFETY

### 14.1 Safe Employment

The City will endeavor throughout the term of this Memorandum of Understanding to provide and maintain a safe and healthful place of employment for all Bargaining Unit members.

### 14.2 Lunch and Restroom Facilities

The City agrees to endeavor to provide clean and sanitary lunch and restroom facilities for Bargaining Unit employees.

### 14.3 Safety Committee

The City agrees to appoint a Safety Committee composed of one (1) representative of City Management, who shall serve as Chair, and one (1) representative designated by the Union.

a. The Committee shall investigate and make recommendations to the City Manager for correcting unsafe conditions and/or employment practices.

b. Within a reasonable amount of time following receipt of Committee recommendations, the City Manager shall implement same or shall provide the Committee with a written response. The response shall provide the reason for the decision.

c. Committee members shall suffer no loss of pay or benefits for reasonable time spent on Committee functions.

## SECTION 15

## DISCIPLINARY ACTIONS

### 15.1 Definition

For the purposes of this Section, disciplinary action is deemed to be discharge, transfer, demotion or suspension.

### 15.2 Disciplinary Procedure

Discipline shall be imposed on employees of the Bargaining Unit only for just cause.

An employee whose work or conduct is of such character as to incur discipline shall first be specifically warned in writing by their supervisor. Such warning shall state the reasons underlying any intention the supervisor may have of recommending any disciplinary action. The supervisor shall give a reasonable period of advance warning to permit the employee to correct the deficiency without incurring disciplinary action.

Some employee behavior, including but not limited to acts of a violent or criminal nature may be grounds for immediate discipline and shall not require the written warning described above.

When the City seeks the imposition of any disciplinary punishment, notice of such action shall be made in writing and served in person or by Registered mail upon the employee, with a copy to the Union. The notice shall include:

a. The specific charge(s) against the employee, which shall include times, dates, and location of chargeable actions or omission;

b. The penalty proposed;

c. A statement of the employee's right to respond, either orally or in writing, and the date of the response meeting, which shall be at least ten (10) days from the notice;

d. Notice that if the employee does not submit a written request to the Personnel Officer within ten (10) days, they shall have waived the right to appeal the action.

The notice referred to in Section 15.2 shall be accompanied by copies of all materials upon which charges are based.

If the employee fails to request the opportunity to respond, the City may proceed to order the action.

If the employee requests the opportunity to respond, the response meeting shall be held as specified in the notice unless changed by mutual agreement in writing.

The response meeting shall not constitute a formal hearing, and there shall be no right to call witnesses.

An employee may be represented by a representative of their choice.

The appointing authority shall issue an order taking or determining not to take action at the conclusion of the meeting. The decision shall be put in writing and served upon the employee and the Union within five (5) days following the meeting.

An employee may file an appeal from the appointing authority's action within ten (10) days of receipt of said decision.

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 advisory arbitrator shall be selected from a list provided by the State of California Mediation and Conciliation Service or similar, mutually agreed upon agency.

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

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

b. No court reporter unless mutually agreed to by all parties.

c. 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. The arbitrator's recommendations shall be subject to review by the City Manager in their sole discretion. The decision of the City Manager to approve or reject the arbitrator's recommendations shall be final and constitutes the final step within the City's administrative process.

## SECTION 16

## PERSONNEL RULES

### 16.1 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-Milias-Brown Act. 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 17

## CONTRACTING OUT

### 17.1 Contracting Out

Whenever the City intends to contract out work, which is normally performed by members of this Bargaining Unit, the City shall provide notice and meet and confer on impact issues if requested by the Union.

## SECTION 18

## UNION SECURITY

### 18.1 Union Membership

The parties to this Memorandum of Understanding mutually understand and agree thatall members of the bargaining unit have a right to join or not join the Union.

If a bargaining unit member elects to join the Union, the employee shall provide authorization to the Union for membership dues deduction. The City shall deductthe appropriate Union dues and /or initiation fees from the employee's paycheck upon receipt of written certification from the Union that the Union has received and has on file the employee's voluntary authorization for the deduction.

### A. NOTICE OF NEW EMPLOYEES AND NEW EMPLOYEE ORIENTATION

1. **Employee Information**

· The following provisions will apply regarding notice of new employees: The City shall provide the Union with an electronic list of the followinginformation for new employees within thirty (30) days of hire:

a. employee's full name,
b. employee status,
c. hire date,
d. department,
e. job title,
f. hourly rate,
g. assigned work location,

h. phone number (home (if available), personal cellular (if available), andwork),
i. email address, personal and work, if available, and
j. address (home and mailing).

In addition, the City agrees to provide an electronic list to the Union of the employee information above for all bargaining unit employees at least every one hundred twenty (120) days.

**2. <u>New Employee Orientation</u>**

The City shall notify new employees represented by Local 39 that Local 39 is the recognized employee organization for the employee's classification. Within thirty (30) days of hire into the Local 39 bargaining unit, the Union shall have the opportunity to make a 30-minute presentation to each new employee. The City shall notify the Union of a new hire at the earliest opportunity but no later than ten (10) calendardays in advance of the employee's start date.

The City shall provide thirty (30) minutes of City paid release time for a Local 39 Shop Steward to make a presentation on the Union'sbehalf to a new employee. A Shop Steward shall be selected by the Unio

## SECTION 19
## UNION RIGHTS

### 19.1 Work Access

Authorized Union Representatives will be given access to work locations during working hours to investigate or process grievances or to post bulletins.

### 19.2 Bulletin Board

The City will furnish reasonable bulletin board spaces for posting Union Notices.

### 19.3 Meeting Space

The City shall provide meeting space for Union meetings, outside of working hours, providing such space is available and that the Union complies with City rules and policies for the use of such space.

### 19.4 Shop Stewards

The Union shall have the right to designate shop stewards from among members of the Bargaining Unit. Stewards shall be granted a reasonable amount of release time to process grievances for Union members.

### 19.5 Dues Check-off

**A. PAYROLL DEDUCTIONS AND PAY OVER**

Upon receipt of the Union's dues deduction authorization, the City shall start payroll deduction of the dues and /or initiation fees from the employee's paycheck effective the first full pay period following receipt of the authorization. Dues deductions shall be for a specific amount. The amounts deducted shall be transmitted as soon as administratively possible to the Union to an account specifiedby the Union.

Upon written request from the Union, the City agrees to provide the Union with anelectronic file that shows a list of names and the amount deducted for each employee for whom a deduction was made.

**B. SUFFICIENCY OF EARNINGS**

The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues authorization. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In case of an employee who is in non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over Union dues.

**C. INDEMNIFICATION BY THE UNION**

The Union shall file with the City Manager an indemnification statement wherein the Union shall indemnify, defend and hold the City harmless against any claim made and any suit initiated against the City on account of Union dues deduction or by reason of this section.

**19.6 Release Time**

Release time shall be allowed for bargaining preparation, bargaining, and grievance preparation and grievance hearings subject to advanced notice of time, purpose and persons to be released. Management will grant release subject to operational needs.

## SECTION 20

## TERMS AND CONDITIONS

**20.1 Prevailing Rights**

Continuance of working conditions and practices not specifically authorized by ordinances or resolution of the City Council is not guaranteed by this Memorandum of Understanding.

It is understood and agreed by the parties that this Memorandum of Understanding supersedes all previous agreements between the parties, and that upon ratification by the Half Moon Bay City Council it shall be binding and enforceable to the full extent permitted by law.

**20.2 Separability**

Should any Section, clause, or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation

of such Section, clause, or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding. Upon such invalidation the parties agree immediately to meet and confer on substitute provision for such parts or provisions rendered or declared illegal.

### 20.3 Implementation

The City Council shall amend its written policies and take such other action(s) as may be necessary in order to give full force and effect to the provisions of this Memorandum of Understanding.

### 20.4 Contract Term

Except as may otherwise be provided, this Memorandum of Understanding shall become effective on **July 1, 2026** , and shall remain in effect to and including **June 30, 2030.**

### 20.5 City Rights

The City retains the exclusive right, except as expressly stated herein, 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 processes, procedures, 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 processes, procedures, equipment or facilities.

## SECTION 21

## LAYOFF NOTIFICATION AND SEVERANCE

### 21.1 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) This subsection (e) will not apply to employees laid off in 2011 as a result of the City outsourcing law enforcement services to the County.
The City shall notify those employees to be laid off ten (10) calendar days prior to the effective date of any such layoff.
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.

| | |
|---|---|
| 1-5 years | 120 hours |
| 5-10 years | 160 hours |
| 10+ years | 200 hours |

In the event an employee is laid off as a direct result of the City outsourcing 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. A layoff will be considered directly resulting from City outsourcing if an employee is laid off from a job classification whose primary job duties have been contracted out within the previous nine (9) months of the layoff.

An employee who:

(i) declines to apply for alternate employment with the entity with whom the City contracts for services,

(ii) 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

(iii) retires within 120 days of separation

will not be eligible for severance pay.

Employees laid off from higher-ranking classifications shall have the option, if qualified, to displace employees who have less seniority in their same classifications or lower rated job classifications in the same job series. In addition, such employees shall have the option, if qualified, to demote to vacancies in equal or lower rated job classifications outside the job series.

(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.

(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 from which they were laid off, shall, upon such appointment, be removed from the list. Persons who refuse reemployment shall 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.

**AUTHORIZED SIGNATURES**

INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY LOCAL 39

By_____
Bart Florence
Business Manager

By_____
Jeff Gladieux
President

By_____
Charlie Solt
Director of Public Employees

By_____
Mark E Gong
Business Representative

By_____
Jorge Perez Lemus
Bargaining Team Member / Maintenance Worker II

By_____
Joesph Butcher
Bargaining Team Member / Community Preservation Specialist

CITY OF HALF MOON BAY

By_____
Matthew Chidester
City Manager

By_____
Kenneth Stiles
Interim Administrative Services Director

By_____
Christopher Boucher, Attorney
Boucher Law

Date_____

## EXHIBIT A

**Salary Schedule**
**Effective July 1, 2026**
**5.00% COLA**

| | | Steps | | | | |
|---|---|---|---|---|---|---|
| **Position** | **Class** | **A** | **B** | **C** | **D** | **E** |
| Assistant Planner | 39-159 | 8,560 | 8,988 | 9,437 | 9,909 | 10,404 |
| Deputy City Clerk* | 39-160 | 8,160 | 8,568 | 8,996 | 9,446 | 9,918 |
| Administrative Analyst | 39-158 | 7,643 | 8,025 | 8,426 | 8,847 | 9,289 |
| Community Preservation Specialist | 39-158 | 7,643 | 8,025 | 8,426 | 8,847 | 9,289 |
| Senior Maintenance Worker | 39-280 | 7,625 | 8,006 | 8,406 | 8,826 | 9,267 |
| Senior Accounting Technician* | 39-150 | 7,246 | 7,608 | 7,988 | 8,387 | 8,806 |
| Permit Technician | 39-250 | 7,145 | 7,502 | 7,877 | 8,271 | 8,685 |
| Administrative Assistant | 39-155 | 6,825 | 7,166 | 7,524 | 7,900 | 8,295 |
| Maintenance Worker II | 39-275 | 6,475 | 6,799 | 7,139 | 7,496 | 7,871 |
| Accounting Technician | 39-145 | 6,467 | 6,790 | 7,130 | 7,487 | 7,861 |
| Payroll Technician | 39-145 | 6,467 | 6,790 | 7,130 | 7,487 | 7,861 |
| Maintenance Worker I | 39-255 | 5,741 | 6,028 | 6,329 | 6,645 | 6,977 |
| Office Assistant II* | 39-135 | 5,443 | 5,715 | 6,001 | 6,301 | 6,616 |
| Maintenance Assistant | 39-130 | 4,770 | 5,009 | 5,259 | 5,522 | 5,798 |
| Office Assistant I* | 39-130 | 4,770 | 5,009 | 5,259 | 5,522 | 5,798 |
| Recreation Leader III | 39-165 | 3,917 | 4,113 | 4,319 | 4,535 | 4,762 |
| Recreation Leader II | 39-140 | 3,562 | 3,740 | 3,927 | 4,123 | 4,329 |
| Recreation Leader I | 39-115 | 3,151 | 3,309 | 3,474 | 3,648 | 3,830 |

**Approved Classifications, unbudgeted*

**Salary Schedule**
**Effective July 1, 2027**
**3.50% COLA**

| | | Steps | | | | |
|---|---|---|---|---|---|---|
| **Position** | **Class** | **A** | **B** | **C** | **D** | **E** |
| Assistant Planner | 39-159 | 8,860 | 9,303 | 9,768 | 10,256 | 10,769 |
| Deputy City Clerk* | 39-160 | 8,446 | 8,868 | 9,311 | 9,777 | 10,266 |
| Administrative Analyst | 39-158 | 7,911 | 8,307 | 8,722 | 9,158 | 9,616 |
| Community Preservation Specialist | 39-158 | 7,911 | 8,307 | 8,722 | 9,158 | 9,616 |
| Senior Maintenance Worker | 39-280 | 7,892 | 8,287 | 8,701 | 9,136 | 9,593 |
| Senior Accounting Technician* | 39-150 | 7,500 | 7,875 | 8,269 | 8,682 | 9,116 |
| Permit Technician | 39-250 | 7,395 | 7,765 | 8,153 | 8,561 | 8,989 |
| Administrative Assistant | 39-155 | 7,064 | 7,417 | 7,788 | 8,177 | 8,586 |
| Maintenance Worker II | 39-275 | 6,702 | 7,037 | 7,389 | 7,758 | 8,146 |
| Accounting Technician | 39-145 | 6,693 | 7,028 | 7,379 | 7,748 | 8,135 |
| Payroll Technician | 39-145 | 6,693 | 7,028 | 7,379 | 7,748 | 8,135 |
| Maintenance Worker I | 39-255 | 5,942 | 6,239 | 6,551 | 6,879 | 7,223 |
| Office Assistant II* | 39-135 | 5,634 | 5,916 | 6,212 | 6,523 | 6,849 |
| Maintenance Assistant | 39-130 | 4,937 | 5,184 | 5,443 | 5,715 | 6,001 |
| Office Assistant I* | 39-130 | 4,937 | 5,184 | 5,443 | 5,715 | 6,001 |
| Recreation Leader III | 39-165 | 4,054 | 4,257 | 4,470 | 4,694 | 4,929 |
| Recreation Leader II | 39-140 | 3,687 | 3,871 | 4,065 | 4,268 | 4,481 |
| Recreation Leader I | 39-115 | 3,261 | 3,424 | 3,595 | 3,775 | 3,964 |

**Approved Classifications, unbudgeted*

**Salary Schedule**
**Effective July 1, 2028**
**3.25% COLA**

| | | Steps | | | | |
|---|---|---|---|---|---|---|
| **Position** | **Class** | **A** | **B** | **C** | **D** | **E** |
| Assistant Planner | 39-159 | 9,148 | 9,605 | 10,085 | 10,589 | 11,118 |
| Deputy City Clerk* | 39-160 | 8,721 | 9,157 | 9,615 | 10,096 | 10,601 |
| Administrative Analyst | 39-158 | 8,169 | 8,577 | 9,006 | 9,456 | 9,929 |
| Community Preservation Specialist | 39-158 | 8,169 | 8,577 | 9,006 | 9,456 | 9,929 |
| Senior Maintenance Worker | 39-280 | 8,149 | 8,556 | 8,984 | 9,433 | 9,905 |
| Senior Accounting Technician* | 39-150 | 7,744 | 8,131 | 8,538 | 8,965 | 9,413 |
| Permit Technician | 39-250 | 7,636 | 8,018 | 8,419 | 8,840 | 9,282 |
| Administrative Assistant | 39-155 | 7,294 | 7,659 | 8,042 | 8,444 | 8,866 |
| Maintenance Worker II | 39-275 | 6,920 | 7,266 | 7,629 | 8,010 | 8,411 |
| Accounting Technician | 39-145 | 6,911 | 7,257 | 7,620 | 8,001 | 8,401 |
| Payroll Technician | 39-145 | 6,911 | 7,257 | 7,620 | 8,001 | 8,401 |
| Maintenance Worker I | 39-255 | 6,136 | 6,443 | 6,765 | 7,103 | 7,458 |
| Office Assistant II* | 39-135 | 5,818 | 6,109 | 6,414 | 6,735 | 7,072 |
| Maintenance Assistant | 39-130 | 5,098 | 5,353 | 5,621 | 5,902 | 6,197 |
| Office Assistant I* | 39-130 | 5,098 | 5,353 | 5,621 | 5,902 | 6,197 |
| Recreation Leader III | 39-165 | 4,186 | 4,395 | 4,615 | 4,846 | 5,088 |
| Recreation Leader II | 39-140 | 3,807 | 3,997 | 4,197 | 4,407 | 4,627 |
| Recreation Leader I | 39-115 | 3,367 | 3,535 | 3,712 | 3,898 | 4,093 |

**Approved Classifications, unbudgeted*

**Salary Schedule**
**Effective July 1, 2029**
**3.25% COLA**

| | | Steps | | | | |
|---|---|---|---|---|---|---|
| **Position** | **Class** | **A** | **B** | **C** | **D** | **E** |
| Assistant Planner | 39-159 | 9,446 | 9,918 | 10,414 | 10,935 | 11,482 |
| Deputy City Clerk* | 39-160 | 9,005 | 9,455 | 9,928 | 10,424 | 10,945 |
| Administrative Analyst | 39-158 | 8,435 | 8,857 | 9,300 | 9,765 | 10,253 |
| Community Preservation Specialist | 39-158 | 8,435 | 8,857 | 9,300 | 9,765 | 10,253 |
| Senior Maintenance Worker | 39-280 | 8,414 | 8,835 | 9,277 | 9,741 | 10,228 |
| Senior Accounting Technician* | 39-150 | 7,996 | 8,396 | 8,816 | 9,257 | 9,720 |
| Permit Technician | 39-250 | 7,885 | 8,279 | 8,693 | 9,128 | 9,584 |
| Administrative Assistant | 39-155 | 7,532 | 7,909 | 8,304 | 8,719 | 9,155 |
| Maintenance Worker II | 39-275 | 7,145 | 7,502 | 7,877 | 8,271 | 8,685 |
| Accounting Technician | 39-145 | 7,136 | 7,493 | 7,868 | 8,261 | 8,674 |
| Payroll Technician | 39-145 | 7,136 | 7,493 | 7,868 | 8,261 | 8,674 |
| Maintenance Worker I | 39-255 | 6,336 | 6,653 | 6,986 | 7,335 | 7,702 |
| Office Assistant II* | 39-135 | 6,008 | 6,308 | 6,623 | 6,954 | 7,302 |
| Maintenance Assistant | 39-130 | 5,264 | 5,527 | 5,803 | 6,093 | 6,398 |
| Office Assistant I* | 39-130 | 5,264 | 5,527 | 5,803 | 6,093 | 6,398 |
| Recreation Leader III | 39-165 | 4,323 | 4,539 | 4,766 | 5,004 | 5,254 |
| Recreation Leader II | 39-140 | 3,931 | 4,128 | 4,334 | 4,551 | 4,779 |
| Recreation Leader I | 39-115 | 3,477 | 3,651 | 3,834 | 4,026 | 4,227 |

**Approved Classifications, unbudgeted*

**City of Half Moon Bay**
**Salary Schedule**
**Effective July 1, 2026**

| | | Steps | | | | |
|---|---|---|---|---|---|---|
| **Position** | **Class** | **A** | **B** | **C** | **D** | **E** |
| | | **Monthly Ranges** | | | | |
| Non-Exempt Operating Engineers Local 39 | | | | | | |
| Assistant Planner | 39-159 | 8,560 | 8,988 | 9,437 | 9,909 | 10,404 |
| Deputy City Clerk* | 39-160 | 8,160 | 8,568 | 8,996 | 9,446 | 9,918 |
| Administrative Analyst | 39-158 | 7,643 | 8,025 | 8,426 | 8,847 | 9,289 |
| Community Preservation Specialist | 39-158 | 7,643 | 8,025 | 8,426 | 8,847 | 9,289 |
| Senior Maintenance Worker | 39-280 | 7,625 | 8,006 | 8,406 | 8,826 | 9,267 |
| Senior Accounting Technician* | 39-150 | 7,246 | 7,608 | 7,988 | 8,387 | 8,806 |
| Permit Technician | 39-250 | 7,145 | 7,502 | 7,877 | 8,271 | 8,685 |
| Administrative Assistant | 39-155 | 6,825 | 7,166 | 7,524 | 7,900 | 8,295 |
| Maintenance Worker II | 39-275 | 6,475 | 6,799 | 7,139 | 7,496 | 7,871 |
| Accounting Technician | 39-145 | 6,467 | 6,790 | 7,130 | 7,487 | 7,861 |
| Payroll Technician | 39-145 | 6,467 | 6,790 | 7,130 | 7,487 | 7,861 |
| Maintenance Worker I | 39-255 | 5,741 | 6,028 | 6,329 | 6,645 | 6,977 |
| Office Assistant II* | 39-135 | 5,443 | 5,715 | 6,001 | 6,301 | 6,616 |
| Maintenance Assistant | 39-130 | 4,770 | 5,009 | 5,259 | 5,522 | 5,798 |
| Office Assistant I* | 39-130 | 4,770 | 5,009 | 5,259 | 5,522 | 5,798 |
| Recreation Leader III | 39-165 | 3,917 | 4,113 | 4,319 | 4,535 | 4,762 |
| Recreation Leader II | 39-140 | 3,562 | 3,740 | 3,927 | 4,123 | 4,329 |
| Recreation Leader I | 39-115 | 3,151 | 3,309 | 3,474 | 3,648 | 3,830 |

**Approved Classifications, unbudgeted*

**BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY**

**AGENDA REPORT**

For meeting of: **August 18, 2026**

---

**TO:** Honorable Mayor and City Council

**VIA:** Matthew Chidester, City Manager

**FROM:** Kenneth Stiles, Interim Administrative Services Director

**TITLE:** **MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF HALF MOON BAY AND THE REPRESENTED MANAGEMENT TEAM; THE COMPENSATION AND BENEFITS PLANS FOR NON-REPRESENTED CONFIDENTIAL EMPLOYEES AND UNREPRESENTED EXECUTIVE EMPLOYEES FOR THE PERIOD OF JULY 1, 2026, THROUGH JUNE 30, 2030**

---

**RECOMMENDATION:**

Adopt resolutions:

1. Authorizing the City Manager to execute a Memorandum of Understanding between the City of Half Moon Bay and the Represented Management Team for the period of July 1, 2026, through June 30, 2030, and Approve the Applicable Salary Schedules; and
2. Approving the Compensation and Benefits Plans for Non-Represented Confidential Employees and Unrepresented Executive Employees for the same period and approving the Applicable Salary Schedules

**FISCAL IMPACT:**

The proposed cost of living and additional variable cost of benefits based on eligibility increases in the four-year agreement will increase costs approximately by $309,631 for FY 2026-2027 and by an estimated total of $938,406 thousand over the four-year agreement. The fiscal year 2026-2027 budget will be amended by $309,631.

**STRATEGIC ELEMENT:**

This recommendation supports the *Fiscal Sustainability* and *Inclusive Governance* elements of the City's Strategic Plan.

**BACKGROUND:**

The Memorandum of Understanding between the City and the Represented Management Team expired on June 30, 2026. The Represented Management Team (RMT) represents employees in supervisory, professional, and management classifications.

During negotiations, the City focused on developing a comprehensive compensation and benefits structure that better aligns with comparable agencies. This alignment supports

recruitment and retention and helps ensure the City can continue providing quality services to the community. The City pursued these goals while remaining mindful of long-term fiscal sustainability.

The City has historically provided similar compensation and benefit structures to RMT, non-represented confidential employees, and unrepresented executive employees. This approach supports consistency among employee groups with similar organizational responsibilities.

**DISCUSSION:**
The City and RMT began negotiations prior to the expiration of the previous agreement and met through several bargaining sessions. As proposals were developed and evaluated, the City's management and negotiating teams reviewed compensation and benefit structures offered by comparable agencies within San Mateo County.

The tentative agreement with RMT generally follows the compensation and benefit structure negotiated with Local 39, with provisions specific to represented management employees. The parties ultimately reached a tentative agreement, which has since been ratified by the RMT membership.

Consistent with the City's historical practice, staff also recommends extending the corresponding compensation and benefit provisions to non-represented confidential employees and unrepresented executive employees. This would provide a consistent four-year compensation and benefits structure across these employee groups. The updated salary schedule also applies the same cost-of-living adjustments to part-time classifications.

The principal changes from the prior Memorandum of Understanding and compensation and benefits plans are summarized below.

**Summary of Changes**

| | |
|---|---|
| ***Term*** | Four-year agreement from July 1, 2026, through June 30, 2030. |
| ***Union Recognition (RMT Only)*** | Updates the bargaining unit to include the Assistant City Clerk, Communications Specialist, Economic & Community Vitality Manager, Housing Coordinator, Public Works Supervisor, and Recreation Supervisor |
| ***Salary*** | Provides phased salary increases over the four-year term: 5% in Year 1, 3.5% in Year 2, and 3.25% in each of Years 3 and 4, along with a one-time $2,500 payment in Year 1. |

| | |
|---|---|
| ***Vacation and Admin Payout*** | Increases the annual vacation and administrative leave payoff limit from 104 to 160 hours and allows employees to receive payment in either March or November. |
| ***Service Recognition*** | Expands service recognition eligibility to all RMT and unrepresented employees. |
| ***Uniforms (RMT Only)*** | Increase the annual uniform allowance to $265 |
| ***Medical Insurance*** | Establishes a two-tier health benefit structure. Employees hired on or after July 1, 2026, receive a City contribution up to the applicable Kaiser premium, while employees hired before July 1, 2026, retain their existing health benefit provisions, with the ability to permanently opt into the new tier. |
| ***Holidays*** | Adds Juneteenth as a recognized City holiday. |

The successor Memorandum of Understanding and compensation and benefits plans also include language revisions for legal compliance, consistency, and clarity. The attached redline version reflect all proposed changes and remain subject to final review and execution, as applicable.

Staff recommends that the City Council adopt the attached resolutions authorizing the City Manager to execute the RMT Memorandum of Understanding, approving the compensation and benefits plans for non-represented confidential and unrepresented executive employees, and establishing the updated salary schedules.

Staff also requests authorization for the City Manager to make minor administrative revisions to the Memorandum of Understanding prior to execution, provided those revisions do not materially alter the terms approved by the City Council.

**ATTACHMENT:**

1. Resolution Approving the Memorandum of Understanding Between City of Half Moon Bay and Represented Management Team and Applicable Salary Schedules
2. Resolution Approving the Compensation and Benefits Plans for Non-Represented Confidential Employees and the Unrepresented Executive Employees and Applicable Salary Schedules

**RESOLUTION NO. C-2026-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HALF MOON BAY AND THE REPRESENTED MANAGEMENT TEAM AND APPROVING THE APPLICABLE SALARY SCHEDULE FOR THE PERIOD OF JULY 1, 2026, THROUGH JUNE 30, 2030**

**WHEREAS,** the Memorandum of Understanding between the City of Half Moon Bay and the Represented Management Team expired on June 30, 2026; and

**WHEREAS**, the City and the Represented Management Team met and conferred in good faith and reached a tentative agreement for a successor Memorandum of Understanding for the period of July 1, 2026, through June 30, 2030; and

**WHEREAS,** the successor Memorandum of Understanding establishes updated compensation, benefits, and employment provisions intended to support employee recruitment and retention while maintaining fiscal sustainability; and

**WHEREAS,** implementation of the successor Memorandum of Understanding requires approval of the corresponding salary schedule for classifications represented by the Represented Management Team; and

**WHEREAS,** the City Council has reviewed the proposed Memorandum of Understanding and finds that its approval is in the best interests of the City and its employees.

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council of the City of Half Moon Bay hereby:

1. Approves the Memorandum of Understanding between the City of Half Moon Bay and the Represented Management Team for the period of July 1, 2026, through June 30, 2030, substantially in the form attached as Exhibit A.

2. Approves the salary schedule applicable to classifications represented by the Represented Management Team, attached as Exhibit B, which shall become effective upon execution of the Memorandum of Understanding by both parties and shall apply as provided in the Memorandum of Understanding.

3. Authorizes the City Manager to execute the Memorandum of Understanding and make minor administrative or clarifying revisions that do not materially alter the terms approved by the City Council.

---

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 18th day of August 2026, by the City Council of Half Moon Bay by the following vote:

AYES, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ATTEST:

_____

Maggie Rodriguez, City Clerk

APPROVED:

_____

Debbie Ruddock, Mayor

# MEMORANDUM OF UNDERSTANDING

**Between**

# CITY OF HALF MOON BAY

**And**

# REPRESENTED MANAGEMENT TEAM MEMBERS

July 1, 2026 - June 30, 2030

# TABLE OF CONTENTS


| | Section | Page No. |
|---|---|---|
| **Memorandum of Understanding** | **1** | |
| Memorandum of Understanding | 1.1 | 4 |
| **Recognition** | **2** | |
| Recognized Classifications | 2.1 | 4 |
| Probationary Period | 2.2 | 5 |
| **Salary** | **3** | |
| Salary | 3.1 | 5 |
| Bilingual Compensation | 3.2 | 5 |
| Notary Public Services Pay | 3.3 | 6 |
| Salary on Promotion | 3.4 | 6 |
| Acting Pay | 3.5 | 6 |
| Out of Class Pay | 3.6 | 6 |
| Citywide Classification Study | 3.7 | 6 |
| **Other Pay** | **4** | |
| Vacation and Administrative Leave Payoff | 4.1 | 7 |
| Sick Leave Payoff | 4.2 | 9 |
| Service Recognition | 4.3 | 9 |
| Uniforms | 4.4 | 9 |
| Reimbursement for Use of Technology | 4.5 | 10 |
| Suspension of Class B License Requirement | 4.6 | 10 |
| **Mileage and Car Allowance** | **5** | |
| Mileage | 5.1 | 10 |
| **Educational Training Incentive Program** | **6** | |
| Educational Reimbursement | 6.1 | 11 |
| **Health and Welfare** | **7** | |
| Medical, Dental, & Vision Insurance | 7.1 | 11 |
| Eligibility | 7.1.A | 11 |
| Medical Insurance Benefits | 7.1.B | 12 |
| Cafeteria Plan | 7.1.C | 12 |
| Flexible Spending Accounts | 7.1.D | 14 |
| Life Insurance and AD & D Coverage | 7.2 | 14 |
| Disability Coverage | 7.3 | 14 |
| Deferred Compensation | 7.4 | 14 |
| Retirement | 7.5 | 15 |

# TABLE OF CONTENTS


| | Section | Page No. |
|---|---|---|
| **Holidays** | **8** | |
| Recognized Holidays | 8.1 | 16 |
| City Hall Closure | 8.2 | 17 |
| **Leaves** | **9** | |
| Vacation Leave | 9.1 | 18 |
| Sick Leave | 9.2 | 19 |
| Industrial Accident Leave | 9.3 | 19 |
| Bereavement Leave | 9.4 | 20 |
| Family and Medical Leave | 9.5 | 20 |
| Jury Duty | 9.6 | 20 |
| Court Leave | 9.7 | 20 |
| Military Leave | 9.8 | 21 |
| Administrative Leave | 9.9 | 21 |
| Leave Accounting | 9.10 | 21 |
| **Personnel Rules** | **10** | |
| Personnel Rules | 10.1 | 22 |
| **Layoff Notification** | **11** | |
| Layoff Notification and Severance | 11.1 | 22 |
| **Miscellaneous Provisions** | **12** | |
| Grievance Procedures | 12.1 | 24 |
| Disciplinary Procedures | 12.2 | 25 |
| Performance Evaluations | 12.3 | 25 |
| Letters of Reprimand | 12.4 | 25 |
| Me-Too Salary and Benefits | 12.5 | 25 |
| Alternate Work Schedules | 12.6 | 26 |
| City Rights | 12.7 | 27 |
| **Contract Term** | **13** | |
| Contract Term | 13.1 | 27 |
| **Signature Page** | **28** | |
| **Exhibit A – Salary Schedules** | **29** | |
| **Exhibit B – New Employee Orientation Policy** | **31** | |
| **Exhibit C – Modifications to Grievance Process** | **33** | |
| **Exhibit D – Modifications to Discipline Process** | **36** | |

## 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 (RMT) 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, 2030, 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 City Clerk
Assistant Engineer
Associate Planner
Associate Engineer
Capital Improvement Project Manager
Chief Building Official
City Engineer
Communications Specialist
Economic & Community Vitality Manager
Housing Coordinator
Management Analyst/Project Manager, with the exception of the Management Analyst/Project Manager assigned to Human Resources
Planning and Development Services Manager
Public Works Supervisor
Public Works Superintendent
Recreation Coordinator
Recreation Supervisor
Senior Management Analyst
Senior Planner

## 2.2 Probationary Period

RMT 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 the first full pay period on or after July 1, 2026, the base wages for represented classifications shall be increased by a cost-of-living adjustment of five percent (5.0%). In addition, there shall be a one-time, non-pensionable lump sum payment of $2,500 to each bargaining unit member at the time of ratification and following the Council's approval of a successor MOU.

Effective the first full pay period on or after July 1, 2027, the base wages for represented classifications shall be increased by a cost-of-living adjustment of three-and-a-half percent (3.5%).

Effective the first full pay period on or after July 1, 2028, the base wages for represented classifications shall be increased by a cost-of-living adjustment of three and a quarter percent (3.25%).

Effective the first full pay period on or after July 1, 2029, the base wages for represented classifications shall be increased by a cost-of-living adjustment of three and a quarter percent (3.25%).

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

## 3.2 Bilingual Compensation

Effective July 1, 2018, members of the RMT 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 RMT 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

In advance of the July 2030 negotiations, the City will conduct a classification and compensation survey of benchmark classifications represented by RMT, using the existing

City-wide compensation philosophy adopted in 2019 and the list of comparable cities from the 2026 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 one hundred and sixty hours (160) total in any given calendar year payable during the month of March or November ("pay-in-lieu hours"), subject to the following provisions.

The employee must make an irrevocable election by December 31 of the calendar year preceding the year in which payment will be made or by the preceding Friday if December 31 falls on a Saturday or Sunday. Selections will not automatically carry over from one calendar year to the next calendar year.

An employee who fails to elect by December 31 each year or by the preceding Friday if December 31 falls on a Saturday or Sunday, to participate in the pay-in-lieu hours for the following year will be deemed to have elected not to participate and they will be prohibited from receiving any pay-in-lieu hours during that year except as, and only to the extent, permitted under the emergency provisions below.

- An employee cannot request the payout of any pay-in-lieu hours until those hours have been earned and accrued. Further, at the time of payment, the employee must have the requisite number of hours available and meet the requirements pursuant to the applicable MOU section for sell back. Otherwise, the amount to be cashed out will be based on the number of hours available at the time of the sell back payment.
- When pay-in-lieu is cashed out, it will be paid based on the employee's rate of pay at the time it is paid. All pay-in-lieu pay-outs are taxable income, subject to all applicable withholdings and payroll deductions.

- Existing caps on the accrual of vacation or administrative leave will remain in effect.

- In the event of an unforeseeable emergency, as defined below, an employee may apply to receive pay-in-lieu hours, but limited to the amount that is reasonably necessary to satisfy the emergency need, including any amounts that may be necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated as a result of the cash out. If Human Resources approves an employee's application, the City will pay the employee the pay-in-lieu amount it deems necessary to meet the emergency need.

  "Unforeseeable emergency" means a severe financial hardship of the employee resulting from an illness or accident of the employee, the employee's spouse, or the employee's dependent (as defined in Internal Revenue Code section 152, and, without regard to Internal Revenue Code sections 152(b)(1), (b)(2), and (d)(l)(B)); loss of the employee's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, such as damage that is the result of a natural disaster); or other similar extraordinary and unforeseeable circumstances arising as a direct result of events beyond the control of the employee.

  For example, the imminent foreclosure or eviction from the employee's home may constitute an unforeseeable emergency. In addition, the need to pay for medical expenses, including non-refundable deductibles, as well as for the cost of prescription drug medication, may constitute an unforeseeable emergency. Finally, the need to pay for the funeral expenses of a spouse or dependent (as defined in Internal Revenue Code section 152, and, without regard to Internal Revenue Code sections 152(6)(1), (6)(2), and (d)(l)(B)) of the employee may also constitute an unforeseeable emergency.

  Neither the purchase of a home nor the payment of college tuition is an unforeseeable emergency.

  Pay-in-lieu hours on account of an unforeseeable emergency will not be paid to the extent that such an emergency is or may be relieved through reimbursement or compensation from insurance or otherwise, by liquidation of the employee's assets, to the extent liquidation of such assets would not itself cause severe financial hardship. Employees who face an unforeseen emergency and experience the need for an emergency cash out of annual leave are advised to contact Human Resources for a determination, which will be made based on the individualized and specific circumstances presented.

In order to be eligible for this cash out, the employee must have at least forty (40) hours of accrued vacation time remaining in their vacation bank after the cash out.

## 4.2 Sick Leave Payoff

Upon separation from the City, RMT 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

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 $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 Two Hundred Fifty ($265.00) 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 the classifications of Chief Building Official, Maintenance Superintendent and Public Works Supervisors upon hire and every first full pay period on or after July 1:

- Ten short-sleeve T-shirts with City logo
- Three polo short sleeve shirts
- Six baseball-style caps with City logo
- One hooded sweatshirt with City logo
- One winter jacket with City logo
- $300 for the purchase of workpants.
- $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 one hundred dollars ($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.

**Health Benefit Structure – Employees Hired On or After July 1, 2026**

Employees originally hired on or after July 1, 2026 shall participate in the health benefit structure described below. Employees hired on or before June 30, 2026 shall continue to receive the health benefit structure in effect prior to July 1, 2026, unless they irrevocably elect to participate in the post-July 1, 2026 health benefit structure.

For calendar year 2026, the City agrees to provide the following maximum monthly contribution toward medical insurance premiums for employees eligible to participate in City sponsored health and welfare benefits. Based on the employee's eligibility for enrollment (i.e. Subscriber, Subscriber + 1 dependent, Subscriber + 2 dependents), the City shall contribute up to the following maximum of for each category for regular full-time employees:

- Subscriber - $1,168.86
- Subscriber + 1 - $2,337.72
- Subscriber +2 - $3,039.04

For example, an employee with no dependents shall be eligible for City contributions at the Subscriber category. An employee with one dependent shall be eligible for City contributions at the Subscriber + 1 category. An employee with family coverage shall be eligible for City contributions at the Subscriber + 2 category.

The City's contribution shall not exceed the actual cost of the selected medical plan. Any unused portion of the City's contribution shall not be paid to the employee as cash or any other form of compensation.

Employees receiving City contributions to health coverage shall not be eligible for cash back or a difference in premiums of any kind. Employees who decline City-sponsored medical coverage shall not be eligible to receive cash in lieu of benefits.

Beginning on January 1, 2027 and on each January 1 thereafter up to and through June 30, 2030, the City agrees to adjust the maximum monthly contribution toward medical insurance premiums for employees who participate in City sponsored health and welfare benefits using the CalPERS Kaiser premium rates set for each corresponding calendar year, subject to a cap of 7.5% in annual increases borne by the City. Any CalPERS Kaiser premium increases exceeding the 7.5% cap shall be borne solely by the employee.

Employees who enroll in City-sponsored health and welfare benefits will receive the CalPERS Kaiser premium rates as the maximum City contributions based on the employee's eligibility for enrollment (i.e. Subscriber, Subscriber + 1 dependent, Subscriber + 2 dependents), subject to the 7.5% annual increase provision as set forth above, The City's agreement to absorb annual CalPERS Kaiser premium rate increases shall be limited to the 2026 – 2030 MOU, and this provision shall automatically sunset upon the expiration of the MOU on June 30, 2030.

The City's contribution for part-time employees shall be pro-rated based on their FTE.

**Grandfathered Health Benefit – Employees Hired on or Before June 30, 2026**

Employees originally hired on or before June 30, 2026 with no break in service who elect to remain under the pre-July 1, 2026 health benefit structure shall receive a monthly cafeteria allowance of $1,900. Employees enrolled in medical coverage shall receive any unused portion of the allowance as taxable cash. Employees who waive City-sponsored health and welfare benefits shall receive the full $1,900 monthly allowance as taxable cash in lieu of benefits.

**Election to Participate in New Health Structure**

Employees originally hired on or before June 30, 2026 with no break in service may elect to participate in the health benefit structure applicable to employees hired on or after July 1, 2026. Such election shall be irrevocable. Employees who make this election shall thereafter be subject to all provisions applicable to the post-July 1, 2026 health benefit structure and may not return to the pre-July 1, 2026 health benefit structure.

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**

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 six percent (6.0%) of the employee's salary. For example, if an employee contributes 6.0% or more of their salary towards their 457 Plan account, they will receive a 3.0% 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
Farmworker Day
Memorial Day
Juneteenth
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:

| Actual Holiday | Holiday Observed | Day Before or After Observed |
|---|---|---|
| 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:**

2026-2027

City Hall will be closed December 28-30, 2026. City 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. 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.

Staff who have completed less than two (2) years of service with the City as of December 1, 2026 will be granted two (2) floating holidays to be used solely for purposes of taking paid leave during the winter closure period. In the event an employee is permitted or required to work during the closure period, such employee must use these two (2) floating holidays before March 1, 2027. The floating holidays granted under this provision shall not carry over (except as provided for in the previous sentence) and shall have no cash value.

2027-2028

City Hall will be closed December 27-29, 2026. City 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. 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.

Staff who have completed less than two (2) years of service with the City as of December 1, 2027 will be granted two (2) floating holidays to be used solely for purposes of taking paid leave during the winter closure period. In the event an employee is permitted or required to work during the closure period, such employee must use these two (2) floating holidays before March 1, 2028. The floating holidays granted under this provision shall not carry over (except as provided for in the previous sentence) and shall have no cash value.

2028-2029

City Hall will be closed December 27-29, 2026. City 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. 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.

Staff who have completed less than two (2) years of service with the City as of December 1, 2028 will be granted two (2) floating holidays to be used solely for purposes of taking

paid leave during the winter closure period. In the event an employee is permitted or required to work during the closure period, such employee must use these two (2) floating holidays before March 1, 2029. The floating holidays granted under this provision shall not carry over (except as provided for in the previous sentence) and shall have no cash value.

2029-2030

City Hall will be closed December 26-28, 2026. City 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. 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.

Staff who have completed less than two (2) years of service with the City as of December 1, 2029 will be granted two (2) floating holidays to be used solely for purposes of taking paid leave during the winter closure period. In the event an employee is permitted or required to work during the closure period, such employee must use these two (2) floating holidays before March 1, 2030. The floating holidays granted under this provision shall not carry over (except as provided for in the previous sentence) and shall have no cash value.

## 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: Sixteen (16) hours vacation leave will be awarded contingent upon non-usage of accumulated sick leave {i.e. employee authorized eight (8) additional vacation hours per six (6) months provided sick leave usage does not exceed sixteen (16) hours 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-Milias-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.

| | |
|---|---|
| 1-5 years | 120 hours |
| 5-10 years | 160 hours |
| 10+ years | 200 hours |

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. he 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). **The workweek begins 4 hours into the eight-hour day maintaining 40-hour work weeks. Overtime is calculated based on this work week.**

**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.

### 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, 2026 through June 30, 2030.

**AUTHORIZED SIGNATURES**

**MANAGEMENT TEAM**

Julissa Acosta
Interim Economic & Community Vitality Manager

Matthew Nichols
Senior Management Analyst

Date_____

**CITY OF HALF MOON BAY**

Matthew Chidester
City Manager

Date_____

## EXHIBIT A
## SALARY SCHEDULES

**Effective July 1, 2026**
**5.00% COLA**

| | | Steps | | | | |
|---|---|---|---|---|---|---|
| **Position** | **Class** | **A** | **B** | **C** | **D** | **E** |
| City Engineer* | 10-750 | 15,001 | 15,751 | 16,539 | 17,366 | 18,234 |
| Planning and Development Services Manager* | 10-748 | 13,633 | 14,315 | 15,031 | 15,783 | 16,572 |
| Chief Building Official | 10-525 | 12,293 | 12,908 | 13,553 | 14,231 | 14,943 |
| Public Works Superintendent | 10-525 | 12,293 | 12,908 | 13,553 | 14,231 | 14,943 |
| Economic & Community Vitality Manager | 10-525 | 12,293 | 12,908 | 13,553 | 14,231 | 14,943 |
| Senior Planner | 10-724 | 10,782 | 11,321 | 11,887 | 12,481 | 13,105 |
| Associate Engineer | 10-746 | 10,626 | 11,157 | 11,715 | 12,301 | 12,916 |
| Assistant City Clerk | 10-725 | 10,070 | 10,574 | 11,103 | 11,658 | 12,241 |
| Communications Specialist | 10-725 | 10,070 | 10,574 | 11,103 | 11,658 | 12,241 |
| Senior Management Analyst | 10-725 | 10,070 | 10,574 | 11,103 | 11,658 | 12,241 |
| Housing Coordinator | 10-725 | 10,070 | 10,574 | 11,103 | 11,658 | 12,241 |
| Public Works Supervisor | 10-528 | 9,555 | 10,033 | 10,535 | 11,062 | 11,615 |
| Associate Planner | 10-729 | 9,202 | 9,662 | 10,145 | 10,652 | 11,185 |
| Management Analyst | 10-729 | 9,202 | 9,662 | 10,145 | 10,652 | 11,185 |
| Recreation Supervisor | 10-201 | 8,964 | 9,412 | 9,883 | 10,377 | 10,896 |
| Assistant Engineer | 10-719 | 8,598 | 9,028 | 9,479 | 9,953 | 10,451 |
| Recreation Coordinator* | 10-200 | 6,883 | 7,227 | 7,588 | 7,967 | 8,365 |

**Approved Classifications, unbudgeted*

**Effective July 1, 2027**
**3.50% COLA**

| | | Steps | | | | |
|---|---|---|---|---|---|---|
| **Position** | **Class** | **A** | **B** | **C** | **D** | **E** |
| City Engineer* | 10-750 | 15,526 | 16,302 | 17,117 | 17,973 | 18,872 |
| Planning and Development Services Manager* | 10-748 | 14,110 | 14,816 | 15,557 | 16,335 | 17,152 |
| Chief Building Official | 10-525 | 12,723 | 13,359 | 14,027 | 14,728 | 15,464 |
| Public Works Superintendent | 10-525 | 12,723 | 13,359 | 14,027 | 14,728 | 15,464 |
| Economic & Community Vitality Manager | 10-525 | 12,723 | 13,359 | 14,027 | 14,728 | 15,464 |
| Senior Planner | 10-724 | 11,159 | 11,717 | 12,303 | 12,918 | 13,564 |
| Associate Engineer | 10-746 | 10,998 | 11,548 | 12,125 | 12,731 | 13,368 |
| Assistant City Clerk | 10-725 | 10,422 | 10,943 | 11,490 | 12,065 | 12,668 |
| Communications Specialist | 10-725 | 10,422 | 10,943 | 11,490 | 12,065 | 12,668 |
| Senior Management Analyst | 10-725 | 10,422 | 10,943 | 11,490 | 12,065 | 12,668 |
| Housing Coordinator | 10-725 | 10,422 | 10,943 | 11,490 | 12,065 | 12,668 |
| Public Works Supervisor | 10-528 | 9,889 | 10,383 | 10,902 | 11,447 | 12,019 |
| Associate Planner | 10-729 | 9,524 | 10,000 | 10,500 | 11,025 | 11,576 |
| Management Analyst | 10-729 | 9,524 | 10,000 | 10,500 | 11,025 | 11,576 |
| Recreation Supervisor | 10-201 | 9,278 | 9,742 | 10,229 | 10,740 | 11,277 |
| Assistant Engineer | 10-719 | 8,899 | 9,344 | 9,811 | 10,302 | 10,817 |
| Recreation Coordinator* | 10-200 | 7,124 | 7,480 | 7,854 | 8,247 | 8,659 |

**Approved Classifications, unbudgeted*

**Effective July 1, 2028**
**3.25% COLA**

| | | Steps | | | | |
|---|---|---|---|---|---|---|
| **Position** | **Class** | **A** | **B** | **C** | **D** | **E** |
| City Engineer* | 10-750 | 16,031 | 16,833 | 17,675 | 18,559 | 19,487 |
| Planning and Development Services Manager* | 10-748 | 14,569 | 15,297 | 16,062 | 16,865 | 17,708 |
| Chief Building Official | 10-525 | 13,137 | 13,794 | 14,484 | 15,208 | 15,968 |
| Public Works Superintendent | 10-525 | 13,137 | 13,794 | 14,484 | 15,208 | 15,968 |
| Economic & Community Vitality Manager | 10-525 | 13,137 | 13,794 | 14,484 | 15,208 | 15,968 |
| Senior Planner | 10-724 | 11,522 | 12,098 | 12,703 | 13,338 | 14,005 |
| Associate Engineer | 10-746 | 11,356 | 11,924 | 12,520 | 13,146 | 13,803 |
| Assistant City Clerk | 10-725 | 10,761 | 11,299 | 11,864 | 12,457 | 13,080 |
| Communications Specialist | 10-725 | 10,761 | 11,299 | 11,864 | 12,457 | 13,080 |
| Senior Management Analyst | 10-725 | 10,761 | 11,299 | 11,864 | 12,457 | 13,080 |
| Housing Coordinator | 10-725 | 10,761 | 11,299 | 11,864 | 12,457 | 13,080 |
| Public Works Supervisor | 10-528 | 10,211 | 10,722 | 11,258 | 11,821 | 12,412 |
| Associate Planner | 10-729 | 9,834 | 10,326 | 10,842 | 11,384 | 11,953 |
| Management Analyst | 10-729 | 9,834 | 10,326 | 10,842 | 11,384 | 11,953 |
| Recreation Supervisor | 10-201 | 9,580 | 10,059 | 10,562 | 11,090 | 11,645 |
| Assistant Engineer | 10-719 | 9,189 | 9,648 | 10,130 | 10,637 | 11,169 |
| Recreation Coordinator* | 10-200 | 7,356 | 7,724 | 8,110 | 8,516 | 8,942 |

**Approved Classifications, unbudgeted*

**Effective July 1, 2029**
**3.25% COLA**

| | | Steps | | | | |
|---|---|---|---|---|---|---|
| **Position** | **Class** | **A** | **B** | **C** | **D** | **E** |
| City Engineer* | 10-750 | 16,553 | 17,381 | 18,250 | 19,163 | 20,121 |
| Planning and Development Services Manager* | 10-748 | 15,043 | 15,795 | 16,585 | 17,414 | 18,285 |
| Chief Building Official | 10-525 | 13,564 | 14,242 | 14,954 | 15,702 | 16,487 |
| Public Works Superintendent | 10-525 | 13,564 | 14,242 | 14,954 | 15,702 | 16,487 |
| Economic & Community Vitality Manager | 10-525 | 13,564 | 14,242 | 14,954 | 15,702 | 16,487 |
| Senior Planner | 10-724 | 11,897 | 12,492 | 13,117 | 13,773 | 14,462 |
| Associate Engineer | 10-746 | 11,726 | 12,312 | 12,928 | 13,574 | 14,253 |
| Assistant City Clerk | 10-725 | 11,111 | 11,667 | 12,250 | 12,863 | 13,506 |
| Communications Specialist | 10-725 | 11,111 | 11,667 | 12,250 | 12,863 | 13,506 |
| Senior Management Analyst | 10-725 | 11,111 | 11,667 | 12,250 | 12,863 | 13,506 |
| Housing Coordinator | 10-725 | 11,111 | 11,667 | 12,250 | 12,863 | 13,506 |
| Public Works Supervisor | 10-528 | 10,543 | 11,070 | 11,624 | 12,205 | 12,815 |
| Associate Planner | 10-729 | 10,154 | 10,662 | 11,195 | 11,755 | 12,343 |
| Management Analyst | 10-729 | 10,154 | 10,662 | 11,195 | 11,755 | 12,343 |
| Recreation Supervisor | 10-201 | 9,892 | 10,387 | 10,906 | 11,451 | 12,024 |
| Assistant Engineer | 10-719 | 9,488 | 9,962 | 10,460 | 10,983 | 11,532 |
| Recreation Coordinator* | 10-200 | 7,596 | 7,976 | 8,375 | 8,794 | 9,234 |

**Approved Classifications, unbudgeted*

## 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 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 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 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 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 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 an 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 non-prescribed 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 pre disciplinary 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 pre-disciplinary 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 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:

1. A requirement that the arbitrator selected render a 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.

**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**
**Salary Schedule**
**Effective July 1, 2026**

| | | Steps | | | | |
|---|---|---|---|---|---|---|
| | **Class** | **A** | **B** | **C** | **D** | **E** |
| | | **Monthly Salary Ranges** | | | | |
| **Exempt - Represented Management** | | | | | | |
| City Engineer* | 10-750 | 15,001 | 15,751 | 16,539 | 17,366 | 18,234 |
| Planning and Development Services Manager* | 10-748 | 13,633 | 14,315 | 15,031 | 15,783 | 16,572 |
| Chief Building Official | 10-525 | 12,293 | 12,908 | 13,553 | 14,231 | 14,943 |
| Public Works Superintendent | 10-525 | 12,293 | 12,908 | 13,553 | 14,231 | 14,943 |
| Economic & Community Vitality Manager | 10-525 | 12,293 | 12,908 | 13,553 | 14,231 | 14,943 |
| Senior Planner | 10-724 | 10,782 | 11,321 | 11,887 | 12,481 | 13,105 |
| Associate Engineer | 10-746 | 10,626 | 11,157 | 11,715 | 12,301 | 12,916 |
| Assistant City Clerk | 10-725 | 10,070 | 10,574 | 11,103 | 11,658 | 12,241 |
| Communications Specialist | 10-725 | 10,070 | 10,574 | 11,103 | 11,658 | 12,241 |
| Senior Management Analyst | 10-725 | 10,070 | 10,574 | 11,103 | 11,658 | 12,241 |
| Housing Coordinator | 10-725 | 10,070 | 10,574 | 11,103 | 11,658 | 12,241 |
| Public Works Supervisor | 10-528 | 9,555 | 10,033 | 10,535 | 11,062 | 11,615 |
| Associate Planner | 10-729 | 9,202 | 9,662 | 10,145 | 10,652 | 11,185 |
| Management Analyst | 10-729 | 9,202 | 9,662 | 10,145 | 10,652 | 11,185 |
| Recreation Supervisor | 10-201 | 8,964 | 9,412 | 9,883 | 10,377 | 10,896 |
| Assistant Engineer | 10-719 | 8,598 | 9,028 | 9,479 | 9,953 | 10,451 |
| Recreation Coordinator* | 10-200 | 6,883 | 7,227 | 7,588 | 7,967 | 8,365 |

**Approved Classifications, unbudgeted*

**RESOLUTION NO. C-2026-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY APPROVING THE COMPENSATION AND BENEFITS PLANS FOR NON-REPRESENTED CONFIDENTIAL EMPLOYEES AND UNREPRESENTED EXECUTIVE EMPLOYEES AND THE APPLICABLE SALARY SCHEDULES FOR NON-REPRESENTED EMPLOYEES FOR THE PERIOD OF JULY 1, 2026 THROUGH JUNE 30, 2030**

**WHEREAS,** the City of Half Moon Bay has historically provided similar compensation and benefit structures to represented management, non-represented confidential, and unrepresented executive employees; and

**WHEREAS**, the City Council desires to establish updated compensation, benefits, and other terms and conditions of employment for non-represented confidential employees and unrepresented executive employees for the period of July 1, 2026, through June 30, 2030; and

**WHEREAS**, the proposed compensation and benefits plans are intended to support employee recruitment and retention while maintaining fiscal sustainability; and

**WHEREAS,** the City Council also desires to approve the applicable salary schedules for non-represented confidential, unrepresented executive, and part-time non-represented classifications, including the applicable cost-of-living adjustments; and

**WHEREAS,** the City Council has reviewed the proposed compensation and benefits plans and applicable salary schedules and finds that their approval is in the best interests of the City and its employees.

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council of the City of Half Moon Bay hereby:

1. Approves the Compensation and Benefits Plan for Non-Represented Confidential Employees for the period of July 1, 2026, through June 30, 2030, attached as Exhibit A.
2. Approves the Compensation and Benefits Plan for Unrepresented Executive Employees for the period of July 1, 2026, through June 30, 2030, attached as Exhibit B.
3. Approves the applicable salary schedules for non-represented confidential, unrepresented executive, and part-time non-represented classifications, attached as Exhibit C, effective as provided therein.

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 18th day of August 2026, by the City Council of Half Moon Bay by the following vote:

AYES, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ATTEST:

_____
Maggie Rodriguez, City Clerk

APPROVED:

_____
Debbie Ruddock, Mayor

# City of Half Moon Bay

# Non-represented
# Confidential Employees
# Compensation and Benefits Plan

## July 1, 2026 – June 30, 2030

# TABLE OF CONTENTS


| | Section | Page No. |
|---|---|---|
| **Purpose** | **1** | |
| Purpose | 1.1 | 4 |
| **Application** | **2** | |
| Application | 2.1 | 4 |
| Probationary Period | 2.1 | 5 |
| **Compensation** | **3** | |
| Compensation | 3.1 | 5 |
| Salary at Initial Appointment | 3.2 | 5 |
| Acting Pay | 3.3 | 6 |
| Out of Class Pay | 3.4 | 6 |
| Salary on Promotion | 3.5 | 6 |
| Bilingual Compensation | 3.6 | 6 |
| Notary Public Services Pay | 3.7 | 7 |
| **Supplemental Benefits** | **4** | |
| Vacation and Administrative Leave Payoff | 4.1 | 7 |
| Sick Leave Payoff | 4.2 | 9 |
| Reimbursement for Use of Technology | 4.3 | 9 |
| Service Recognition | 4.4 | 9 |
| **Mileage** | **5** | |
| Mileage | 5.1 | 10 |
| **Educational Training Incentive Program** | **6** | |
| Educational Reimbursement | 6.1 | 10 |
| **Health and Welfare** | **7** | |
| Medical, Dental, & Vision Insurance | 7.1 | 11 |
| Eligibility | 7.1.A | 11 |
| Medical Insurance Benefits | 7.1.B | 11 |
| Cafeteria Plan | 7.1.C | 11 |
| Flexible Spending Accounts | 7.1.D | 13 |
| Life and AD & D Insurance | 7.2 | 14 |
| Disability Coverage | 7.3 | 14 |
| Deferred Compensation | 7.4 | 14 |
| Retirement | 7.5 | 14 |
| **Holidays** | **8** | |
| Recognized Holidays | 8.1 | 15 |
| City Hall Closure | 8.2 | 17 |

| | | |
|---|---|---|
| **Leaves** | **9** | |
| Vacation Leave | 9.1 | 18 |
| Sick Leave | 9.2 | 19 |
| Industrial Accident Leave | 9.3 | 19 |
| Bereavement Leave | 9.4 | 20 |
| Jury Duty | 9.5 | 20 |
| Court Leave | 9.6 | 20 |
| Military Leave | 9.7 | 21 |
| Administrative Leave | 9.8 | 21 |
| Leave Accounting | 9.9 | 21 |
| **Layoff Notification** | **10** | |
| Layoff Notification & Severance | 10.1 | 21 |
| **Miscellaneous Provisions** | **11** | |
| Performance Evaluations | 11.1 | 24 |
| Letters of Reprimand | 11.2 | 24 |
| Alternate Work Schedule | 11.3 | 24 |
| **Exhibit A – Salary Schedule** | **25** | |

## 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
- City Clerk
- 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 **the first full pay period on or after July 1, 2026**, the base wages for represented classifications shall be increased by a cost-of-living adjustment of **five percent (5.0%). In addition, there shall be a one-time, non-pensionable lump sum payment of $2,500 to each bargaining unit member at the time of ratification and following the Council's approval of a successor MOU.**

Effective **the first full pay period on or after July 1, 2027**, the base wages for represented classifications shall be increased by a cost-of-living adjustment of **three-and-a-half percent (3.50%).**

Effective **the first full pay period on or after July 1, 2028**, the base wages for represented classifications shall be increased by a cost-of-living adjustment of **three and a quarter percent (3.25%).**

Effective **the first full pay period on or after July 1, 2029**, the base wages for represented classifications shall be increased by a cost-of-living adjustment of **three and a quarter percent (3.25%).**

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 **four (4)** 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 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.

### 3.7 Notary Public Services Pay

The City will pay a two and one-half percent (2.5%) wage differential to an 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.

## 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, permanent employees may, with the approval of the City Manager, receive an annual payment in exchange for earned vacation or administrative leave up to one hundred and sixty hours (160) total in any given calendar year payable during the month of March or November ("pay-in-lieu hours"), subject to the following provisions.

The employee must make an irrevocable election by December 31 of the calendar year preceding the year in which payment will be made or by the preceding Friday if December 31 falls on a Saturday or Sunday. Selections will not automatically carry over from one calendar year to the next calendar year.

An employee who fails to elect by December 31 each year or by the preceding Friday if December 31 falls on a Saturday or Sunday, to participate in the pay-in-lieu hours

for the following year will be deemed to have elected not to participate and they will be prohibited from receiving any pay-in-lieu hours during that year except as, and only to the extent, permitted under the emergency provisions below.

- An employee cannot request the payout of any pay-in-lieu hours until those hours have been earned and accrued. Further, at the time of payment, the employee must have the requisite number of hours available and meet the requirements pursuant to the applicable MOU section for sell back. Otherwise, the amount to be cashed out will be based on the number of hours available at the time of the sell back payment.

- When pay-in-lieu is cashed out, it will be paid based on the employee's rate of pay at the time it is paid. All pay-in-lieu pay-outs are taxable income, subject to all applicable withholdings and payroll deductions.

- Existing caps on the accrual of vacation or administrative leave will remain in effect.

- In the event of an unforeseeable emergency, as defined below, an employee may apply to receive pay-in-lieu hours, but limited to the amount that is reasonably necessary to satisfy the emergency need, including any amounts that may be necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated as a result of the cash out. If Human Resources approves an employee's application, the City will pay the employee the pay-in-lieu amount it deems necessary to meet the emergency need.

  "Unforeseeable emergency" means a severe financial hardship of the employee resulting from an illness or accident of the employee, the employee's spouse, or the employee's dependent (as defined in Internal Revenue Code section 152, and, without regard to Internal Revenue Code sections 152(b)(1), (b)(2), and (d)(l)(B)); loss of the employee's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, such as damage that is the result of a natural disaster); or other similar extraordinary and unforeseeable circumstances arising as a direct result of events beyond the control of the employee.

  For example, the imminent foreclosure or eviction from the employee's home may constitute an unforeseeable emergency. In addition, the need to pay for medical expenses, including non-refundable deductibles, as well as for the cost of prescription drug medication, may constitute an unforeseeable emergency. Finally, the need to pay for the funeral expenses of a spouse or dependent (as defined in Internal Revenue Code section 152, and, without regard to Internal Revenue Code sections 152(6)(1), (6)(2), and (d)(l)(B)) of the employee may also constitute an unforeseeable emergency.

Neither the purchase of a home nor the payment of college tuition is an unforeseeable emergency.

Pay-in-lieu hours on account of an unforeseeable emergency will not be paid to the extent that such an emergency is or may be relieved through reimbursement or compensation from insurance or otherwise, by liquidation of the employee's assets, to the extent liquidation of such assets would not itself cause severe financial hardship. Employees who face an unforeseen emergency and experience the need for an emergency cash out of annual leave are advised to contact Human Resources for a determination, which will be made based on the individualized and specific circumstances presented.

In order to be eligible for this cash out, the employee must have at least forty (40) hours of accrued vacation time remaining in their vacation bank after the cash out.

**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 one hundred dollars ($100) per month.

**4.4 Service Recognition**

**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.

**Health Benefit Structure – Employees Hired On or After July 1, 2026**

Employees originally hired on or after July 1, 2026 shall participate in the health benefit structure described below. Employees hired on or before June 30, 2026 shall continue to receive the health benefit structure in effect prior to July 1, 2026, unless they irrevocably elect to participate in the post-July 1, 2026 health benefit structure.

For calendar year 2026, the City agrees to provide the following maximum monthly contribution toward medical insurance premiums for employees eligible to participate in City sponsored health and welfare benefits. Based on the employee's eligibility for enrollment (i.e. Subscriber, Subscriber + 1 dependent, Subscriber + 2 dependents), the City shall contribute up to the following maximum of for each category for regular full-time employees:

- Subscriber - $1,168.86
- Subscriber + 1 - $2,337.72
- Subscriber +2 - $3,039.04

For example, an employee with no dependents shall be eligible for City contributions at the Subscriber category. An employee with one dependent shall be eligible for City contributions at the Subscriber + 1 category. An employee with family coverage shall be eligible for City contributions at the Subscriber + 2 category.

The City's contribution shall not exceed the actual cost of the selected medical plan. Any unused portion of the City's contribution shall not be paid to the employee as cash or any other form of compensation.

Employees receiving City contributions to health coverage shall not be eligible for cash back or a difference in premiums of any kind. Employees who decline City-sponsored medical coverage shall not be eligible to receive cash in lieu of benefits.

Beginning on January 1, 2027 and on each January 1 thereafter up to and through June 30, 2030, the City agrees to adjust the maximum monthly contribution toward medical insurance premiums for employees who participate in City sponsored health and welfare benefits using the CalPERS Kaiser premium rates set for each corresponding calendar year, subject to a cap of 7.5% in annual increases borne by the City. Any CalPERS Kaiser premium increases exceeding the 7.5% cap shall be borne solely by the employee.

Employees who enroll in City-sponsored health and welfare benefits will receive the CalPERS Kaiser premium rates as the maximum City contributions based on the employee's eligibility for enrollment (i.e. Subscriber, Subscriber + 1 dependent, Subscriber + 2 dependents), subject to the 7.5% annual increase provision as set forth above, The City's agreement to absorb annual CalPERS Kaiser premium rate increases

shall be limited to the 2026 – 2030 MOU, and this provision shall automatically sunset upon the expiration of the MOU on June 30, 2030.

The City's contribution for part-time employees shall be pro-rated based on their FTE.

**Grandfathered Health Benefit – Employees Hired on or Before June 30, 2026**

Employees originally hired on or before June 30, 2026 with no break in service who elect to remain under the pre-July 1, 2026 health benefit structure shall receive a monthly cafeteria allowance of $1,900. Employees enrolled in medical coverage shall receive any unused portion of the allowance as taxable cash. Employees who waive City-sponsored health and welfare benefits shall receive the full $1,900 monthly allowance as taxable cash in lieu of benefits.

**Election to Participate in New Health Structure**

Employees originally hired on or before June 30, 2026 with no break in service may elect to participate in the health benefit structure applicable to employees hired on or after July 1, 2026. Such election shall be irrevocable. Employees who make this election shall thereafter be subject to all provisions applicable to the post-July 1, 2026 health benefit structure and may not return to the pre-July 1, 2026 health benefit structure.

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**

**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 six percent (6.0%) of the employee's salary. For example, if an employee contributes 6.0% or more of their salary towards their 457 Plan account, they will receive a 3.0% 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
**Farmworker Day**
Memorial Day
**Juneteenth**
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:

| **Actual Holiday** | **Holiday Observed** | **Day Before or After Observed** |
|---|---|---|
| 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:**

2026-2027

City Hall will be closed December 28-30, 2026. City 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. 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.

Staff who have completed less than two (2) years of service with the City as of December 1, 2026 will be granted two (2) floating holidays to be used solely for purposes of taking paid leave during the winter closure period. In the event an employee is permitted or required to work during the closure period, such employee must use these two (2) floating holidays before March 1, 2027. The floating holidays granted under this provision shall not carry over (except as provided for in the previous sentence) and shall have no cash value.

2027-2028

City Hall will be closed December 27-29, 2026. City 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. 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.

Staff who have completed less than two (2) years of service with the City as of December 1, 2027 will be granted two (2) floating holidays to be used solely for purposes of taking paid leave during the winter closure period. In the event an employee is permitted or required to work during the closure period, such employee must use these two (2) floating holidays before March 1, 2028. The floating holidays granted under this provision shall not carry over (except as provided for in the previous sentence) and shall have no cash value.

2028-2029

City Hall will be closed December 27-29, 2026. City 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. 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.

Staff who have completed less than two (2) years of service with the City as of December 1, 2028 will be granted two (2) floating holidays to be used solely for

purposes of taking paid leave during the winter closure period. In the event an employee is permitted or required to work during the closure period, such employee must use these two (2) floating holidays before March 1, 2029. The floating holidays granted under this provision shall not carry over (except as provided for in the previous sentence) and shall have no cash value.

2029-2030

City Hall will be closed December 26-28, 2026. City 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. 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.

Staff who have completed less than two (2) years of service with the City as of December 1, 2029 will be granted two (2) floating holidays to be used solely for purposes of taking paid leave during the winter closure period. In the event an employee is permitted or required to work during the closure period, such employee must use these two (2) floating holidays before March 1, 2030. The floating holidays granted under this provision shall not carry over (except as provided for in the previous sentence) and shall have no cash value.

## 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: **Sixteen (16) hours** vacation leave will be awarded contingent upon non-usage of accumulated sick leave (i.e. employee authorized **eight (8) additional vacation hours** per six (6) months provided sick leave usage does not exceed **sixteen (16) hours** 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 Schedules

**Effective July 1, 2026**

**5% COLA**

| | | Steps | | | | |
|---|---|---|---|---|---|---|
| **Position** | **Class** | **A** | **B** | **C** | **D** | **E** |
| Finance Manager | 10-485 | 12,408 | 13,028 | 13,679 | 14,363 | 15,081 |
| City Clerk | 10-525 | 12,293 | 12,908 | 13,553 | 14,231 | 14,943 |
| Administrative Services Manager * | 10-525 | 12,293 | 12,908 | 13,553 | 14,231 | 14,943 |
| Senior Accountant* | 10-721 | 10,314 | 10,830 | 11,372 | 11,941 | 12,538 |
| Management Analyst - Human Resources | 10-715 | 9,202 | 9,662 | 10,145 | 10,652 | 11,185 |
| Executive Assistant to the City Manager | 10-745 | 7,809 | 8,199 | 8,609 | 9,039 | 9,491 |

**Approved Classifications, unbudgeted*

**Effective July 1, 2027**

**3.50% COLA**

| | | Steps | | | | |
|---|---|---|---|---|---|---|
| **Position** | **Class** | **A** | **B** | **C** | **D** | **E** |
| Finance Manager | 10-485 | 12,842 | 13,484 | 14,158 | 14,866 | 15,609 |
| City Clerk | 10-525 | 12,723 | 13,359 | 14,027 | 14,728 | 15,464 |
| Administrative Services Manager * | 10-525 | 12,723 | 13,359 | 14,027 | 14,728 | 15,464 |
| Senior Accountant* | 10-721 | 10,675 | 11,209 | 11,769 | 12,357 | 12,975 |
| Management Analyst - Human Resources | 10-715 | 9,524 | 10,000 | 10,500 | 11,025 | 11,576 |
| Executive Assistant to the City Manager | 10-745 | 8,082 | 8,486 | 8,910 | 9,356 | 9,824 |

**Approved Classifications, unbudgeted*

**Effective July 1, 2028**

**3.25% COLA**

| | | Steps | | | | |
|---|---|---|---|---|---|---|
| **Position** | **Class** | **A** | **B** | **C** | **D** | **E** |
| Finance Manager | 10-485 | 13,260 | 13,923 | 14,619 | 15,350 | 16,118 |
| City Clerk | 10-525 | 13,137 | 13,794 | 14,484 | 15,208 | 15,968 |
| Administrative Services Manager * | 10-525 | 13,137 | 13,794 | 14,484 | 15,208 | 15,968 |
| Senior Accountant* | 10-721 | 11,022 | 11,573 | 12,152 | 12,760 | 13,398 |
| Management Analyst - Human Resources | 10-715 | 9,834 | 10,326 | 10,842 | 11,384 | 11,953 |
| Executive Assistant to the City Manager | 10-745 | 8,345 | 8,762 | 9,200 | 9,660 | 10,143 |

**Approved Classifications, unbudgeted*

**Effective July 1, 2029**

**3.25% COLA**

| | | Steps | | | | |
|---|---|---|---|---|---|---|
| **Position** | **Class** | **A** | **B** | **C** | **D** | **E** |
| Finance Manager | 10-485 | 13,691 | 14,376 | 15,095 | 15,850 | 16,643 |
| City Clerk | 10-525 | 13,564 | 14,242 | 14,954 | 15,702 | 16,487 |
| Administrative Services Manager * | 10-525 | 13,564 | 14,242 | 14,954 | 15,702 | 16,487 |
| Senior Accountant* | 10-721 | 11,381 | 11,950 | 12,548 | 13,175 | 13,834 |
| Management Analyst - Human Resources | 10-715 | 10,154 | 10,662 | 11,195 | 11,755 | 12,343 |
| Executive Assistant to the City Manager | 10-745 | 8,617 | 9,048 | 9,500 | 9,975 | 10,474 |

**Approved Classifications, unbudgeted*

# City of Half Moon Bay

# Unrepresented Executive Employees Compensation and Benefits Plan

## July 1, 2026 – June 30, 2030

**TABLE OF CONTENTS**


| | Section | Page No. |
|---|---|---|
| **Purpose** | 1.1 | 4 |
| **Application** | 2.1 | 4 |
| **Compensation** | 3 | |
| Compensation | 3.1 | 5 |
| Salary at Initial Appointment | 3.2 | 5 |
| Salary Advancement Within Range | 3.3 | 6 |
| Acting Pay | 3.4 | 6 |
| **Supplemental Benefit** | 4 | |
| Vacation and Administrative Leave Payoff | 4.1 | 6 |
| Sick Leave Payoff | 4.2 | 8 |
| Reimbursement for Use of Technology | 4.3 | 8 |
| Service Recognition | 4.4 | 8 |
| **Auto Allowance** | 5.1 | 9 |
| **Educational Training Incentive Program** | 6 | |
| Educational Reimbursement | 6.1 | 9 |
| **Health and Welfare** | 7 | |
| Medical, Dental, & Vision Insurance | 7.1 | 10 |
| Eligibility | 7.1.A | 10 |
| Medical Insurance Benefits | 7.1.B | 10 |
| Cafeteria Plan | 7.1.C | 10 |
| Flexible Spending Account | 7.1.D | 12 |
| Life and AD & D Insurance | 7.2 | 12 |
| Disability Coverage | 7.3 | 13 |
| Deferred Compensation | 7.4 | 13 |
| Retirement | 7.5 | 13 |
| **Holidays** | 8 | |
| Recognized Holidays | 8.1 | 14 |
| **Leaves** | 9 | |
| Vacation Leave | 9.1 | 15 |
| Sick Leave | 9.2 | 16 |
| Industrial Accident Leave | 9.3 | 16 |
| Bereavement Leave | 9.4 | 17 |
| Jury Duty | 9.5 | 17 |
| Court Leave | 9.6 | 17 |
| Military Leave | 9.7 | 18 |
| Administrative Leave | 9.8 | 18 |

**TABLE OF CONTENTS**


| | Section | Page No. |
|---|---|---|
| City Hall Closure | 9.9 | 18 |
| At-Will Status and Severance | 10.1 | 20 |
| Exhibit A – Salary Schedule | | 21 |

## 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 devise 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 the first full pay period of or after July 1, 2026, the base wages for represented classifications shall be increased by a cost-of-living adjustment of five percent (5.0%). In addition, there shall be a one-time, non-pensionable lump sum payment of $2,500 to each bargaining unit member at the time of ratification and following the Council's approval of a successor MOU.

Effective the first full pay period of or after July 1, 2027, the base wages for represented classifications shall be increased by a cost-of-living adjustment of three-and-a-half percent (3.50%).

Effective the first full pay period of or after July 1, 2028, the base wages for represented classifications shall be increased by a cost-of-living adjustment of three and a quarter percent (3.25%).

Effective the first full pay period of or after July 1, 2029, the base wages for represented classifications shall be increased by a cost-of-living adjustment of three and a quarter percent (3.25%).

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 **four (4)** 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, permanent employees may, with the approval of the City Manager, receive an annual payment in exchange for earned vacation or administrative leave up to one hundred and sixty hours (160) total in any given calendar year payable during the month of March or November ("pay-in-lieu hours"), subject to the following provisions.

The employee must make an irrevocable election by December 31 of the calendar year preceding the year in which payment will be made or by the preceding Friday if December 31 falls on a Saturday or Sunday. Selections will not automatically carry over from one calendar year to the next calendar year.

An employee who fails to elect by December 31 each year or by the preceding Friday if December 31 falls on a Saturday or Sunday, to participate in the pay-in-lieu hours for the following year will be deemed to have elected not to participate and they will be prohibited from receiving any pay-in-lieu hours during that year except as, and only to the extent, permitted under the emergency provisions below.

- An employee cannot request the payout of any pay-in-lieu hours until those hours have been earned and accrued. Further, at the time of payment, the

employee must have the requisite number of hours available and meet the requirements pursuant to the applicable MOU section for sell back. Otherwise, the amount to be cashed out will be based on the number of hours available at the time of the sell back payment.

- When pay-in-lieu is cashed out, it will be paid based on the employee's rate of pay at the time it is paid. All pay-in-lieu pay-outs are taxable income, subject to all applicable withholdings and payroll deductions.

- Existing caps on the accrual of vacation or administrative leave will remain in effect.

- In the event of an unforeseeable emergency, as defined below, an employee may apply to receive pay-in-lieu hours, but limited to the amount that is reasonably necessary to satisfy the emergency need, including any amounts that may be necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated as a result of the cash out. If Human Resources approves an employee's application, the City will pay the employee the pay-in-lieu amount it deems necessary to meet the emergency need.

  "Unforeseeable emergency" means a severe financial hardship of the employee resulting from an illness or accident of the employee, the employee's spouse, or the employee's dependent (as defined in Internal Revenue Code section 152, and, without regard to Internal Revenue Code sections 152(b)(1), (b)(2), and (d)(l)(B)); loss of the employee's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, such as damage that is the result of a natural disaster); or other similar extraordinary and unforeseeable circumstances arising as a direct result of events beyond the control of the employee.

  For example, the imminent foreclosure or eviction from the employee's home may constitute an unforeseeable emergency. In addition, the need to pay for medical expenses, including non-refundable deductibles, as well as for the cost of prescription drug medication, may constitute an unforeseeable emergency. Finally, the need to pay for the funeral expenses of a spouse or dependent (as defined in Internal Revenue Code section 152, and, without regard to Internal Revenue Code sections 152(6)(1), (6)(2), and (d)(l)(B)) of the employee may also constitute an unforeseeable emergency.

  Neither the purchase of a home nor the payment of college tuition is an unforeseeable emergency.

  Pay-in-lieu hours on account of an unforeseeable emergency will not be paid to the extent that such an emergency is or may be relieved through reimbursement

or compensation from insurance or otherwise, by liquidation of the employee's assets, to the extent liquidation of such assets would not itself cause severe financial hardship. Employees who face an unforeseen emergency and experience the need for an emergency cash out of annual leave are advised to contact Human Resources for a determination, which will be made based on the individualized and specific circumstances presented.

In order to be eligible for this cash out, the employee must have at least forty (40) hours of accrued vacation time remaining in their vacation bank after the cash out.

**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 ($100) per month.

4.4 Service Recognition

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
## 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 (Cal PERS) 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.

**Health Benefit Structure – Employees Hired On or After July 1, 2026**

Employees originally hired on or after July 1, 2026 shall participate in the health benefit structure described below. Employees hired on or before June 30, 2026 shall continue to receive the health benefit structure in effect prior to July 1, 2026, unless they irrevocably elect to participate in the post-July 1, 2026 health benefit structure.

For calendar year 2026, the City agrees to provide the following maximum monthly contribution toward medical insurance premiums for employees eligible to participate in City sponsored health and welfare benefits. Based on the employee's eligibility for enrollment (i.e. Subscriber, Subscriber + 1 dependent, Subscriber + 2 dependents), the City shall contribute up to the following maximum of for each category for regular full-time employees:

- Subscriber - $1,168.86
- Subscriber + 1 - $2,337.72
- Subscriber +2 - $3,039.04

For example, an employee with no dependents shall be eligible for City contributions at the Subscriber category. An employee with one dependent shall be eligible for City contributions at the Subscriber + 1 category. An employee with family coverage shall be eligible for City contributions at the Subscriber + 2 category.

The City's contribution shall not exceed the actual cost of the selected medical plan. Any unused portion of the City's contribution shall not be paid to the employee as cash or any other form of compensation.

Employees receiving City contributions to health coverage shall not be eligible for cash back or a difference in premiums of any kind. Employees who decline City-sponsored medical coverage shall not be eligible to receive cash in lieu of benefits.

Beginning on January 1, 2027 and on each January 1 thereafter up to and through June 30, 2030, the City agrees to adjust the maximum monthly contribution toward medical insurance premiums for employees who participate in City sponsored health and welfare benefits using the CalPERS Kaiser premium rates set for each corresponding calendar year, subject to a cap of 7.5% in annual increases borne by the City. Any CalPERS Kaiser premium increases exceeding the 7.5% cap shall be borne solely by the employee.

Employees who enroll in City-sponsored health and welfare benefits will receive the CalPERS Kaiser premium rates as the maximum City contributions based on the employee's eligibility for enrollment (i.e. Subscriber, Subscriber + 1 dependent, Subscriber + 2 dependents), subject to the 7.5% annual increase provision as set forth above, The City's agreement to absorb annual CalPERS Kaiser premium rate increases shall be limited to the 2026 – 2030 MOU, and this provision shall automatically sunset upon the expiration of the MOU on June 30, 2030.

The City's contribution for part-time employees shall be pro-rated based on their FTE.

**Grandfathered Health Benefit – Employees Hired on or Before June 30, 2026**

Employees originally hired on or before June 30, 2026 with no break in service who elect to remain under the pre-July 1, 2026 health benefit structure shall receive a monthly cafeteria allowance of $1,900. Employees enrolled in medical coverage shall receive any unused portion of the allowance as taxable cash. Employees who waive City-sponsored health and welfare benefits shall receive the full $1,900 monthly allowance as taxable cash in lieu of benefits.

**Election to Participate in New Health Structure**

Employees originally hired on or before June 30, 2026 with no break in service may elect to participate in the health benefit structure applicable to employees hired on or after July 1, 2026. Such election shall be irrevocable. Employees who make this election shall thereafter be subject to all provisions applicable to the post-July 1, 2026 health benefit structure and may not return to the pre-July 1, 2026 health benefit structure.

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**

The City will offer a flexible spending account (FSA) program available to employees. Employees may elect to contribute pretax 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 six percent (6.0%) of the employee's salary. For example, if an employee contributes 6.0% or more of their salary towards their 457 Plan account, they will receive a 3.0% 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 -- 3 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
- Farmworker Day
- Memorial Day
- Juneteenth
- Independence 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:

| **Actual Holiday** | **Holiday Observed** | **Day Before or After** |
|---|---|---|
| Sunday | Monday | Tuesday |
| Monday | Monday | Tuesday |
| Tuesday | Tuesday | Monday |
| Wednesday | Wednesday | Tuesday |
| Thursday | Thursday | Friday |
| Friday | Friday | Thursday |
| Saturday | Friday | Thursday |

## SECTION 9
## LEAVE

### 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**

2026-2027

City Hall will be closed December 28-30, 2026. City 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. 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.

Staff who have completed less than two (2) years of service with the City as of December 1, 2026 will be granted two (2) floating holidays to be used solely for purposes of taking paid leave during the winter closure period. In the event an employee is permitted or required to work during the closure period, such employee must use these two (2) floating holidays before March 1, 2027. The floating holidays granted under this provision shall not carry over (except as provided for in the previous sentence) and shall have no cash value.

2027-2028

City Hall will be closed December 27-29, 2026. City 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. 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.

Staff who have completed less than two (2) years of service with the City as of December 1, 2027 will be granted two (2) floating holidays to be used solely for purposes of taking paid leave during the winter closure period. In the event an employee is permitted or required to work during the closure period, such employee must use these two (2) floating holidays before March 1, 2028. The floating holidays granted under this provision shall not carry over (except as provided for in the previous sentence) and shall have no cash value.

2028-2029

City Hall will be closed December 27-29, 2026. City 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. 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.

Staff who have completed less than two (2) years of service with the City as of December 1, 2028 will be granted two (2) floating holidays to be used solely for purposes of taking paid leave during the winter closure period. In the event an employee is permitted or required to work during the closure period, such employee must use these two (2) floating holidays before March 1, 2029. The floating holidays granted under this provision shall not carry over (except as provided for in the previous sentence) and shall have no cash value.

2029-2030

City Hall will be closed December 26-28, 2026. City 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. 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.

Staff who have completed less than two (2) years of service with the City as of December 1, 2029 will be granted two (2) floating holidays to be used solely for purposes of taking paid leave during the winter closure period. In the event an employee is permitted or required to work during the closure period, such employee must use these two (2) floating holidays before March 1, 2030. The floating holidays granted under this provision shall not carry over (except as provided for in the previous sentence) and shall have no cash value.

## 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 SCHEDULES**

Effective July 1, 2026

5% COLA

| | | Steps | | | | |
|---|---|---|---|---|---|---|
| **Position** | **Class** | **A** | **B** | **C** | **D** | **E** |
| Assistant City Manager | 10-500 | 18,570 | 19,499 | 20,474 | 21,498 | 22,573 |
| Public Works Director | 10-500 | 18,570 | 19,499 | 20,474 | 21,498 | 22,573 |
| Community Development Director | 10-505 | 17,091 | 17,946 | 18,843 | 19,785 | 20,774 |
| Finance Director* | 10-490 | 16,933 | 17,780 | 18,669 | 19,602 | 20,582 |
| Administrative Services Director | 10-490 | 16,933 | 17,780 | 18,669 | 19,602 | 20,582 |
| Deputy City Manager* | 10-501 | 15,395 | 16,165 | 16,973 | 17,822 | 18,713 |
| Communications Director/City Clerk | 10-412 | 14,601 | 15,331 | 16,098 | 16,903 | 17,748 |
| Contract Services Manager* | 10-430 | 12,041 | 12,643 | 13,275 | 13,939 | 14,636 |
| Assistant to the City Manager | 10-420 | 10,851 | 11,394 | 11,964 | 12,562 | 13,190 |

**Approved Classifications, unbudgeted*

Effective July 1, 2027

3.50% COLA

| | | Steps | | | | |
|---|---|---|---|---|---|---|
| **Position** | **Class** | **A** | **B** | **C** | **D** | **E** |
| Assistant City Manager | 10-500 | 19,220 | 20,181 | 21,190 | 22,250 | 23,363 |
| Public Works Director | 10-500 | 19,220 | 20,181 | 21,190 | 22,250 | 23,363 |
| Community Development Director | 10-505 | 17,689 | 18,573 | 19,502 | 20,477 | 21,501 |
| Finance Director* | 10-490 | 17,526 | 18,402 | 19,322 | 20,288 | 21,302 |
| Administrative Services Director | 10-490 | 17,526 | 18,402 | 19,322 | 20,288 | 21,302 |
| Deputy City Manager* | 10-501 | 15,934 | 16,731 | 17,568 | 18,446 | 19,368 |
| Communications Director/City Clerk | 10-412 | 15,112 | 15,868 | 16,661 | 17,494 | 18,369 |
| Contract Services Manager* | 10-430 | 12,462 | 13,085 | 13,739 | 14,426 | 15,147 |
| Assistant to the City Manager | 10-420 | 11,231 | 11,793 | 12,383 | 13,002 | 13,652 |

**Approved Classifications, unbudgeted*

Effective July 1, 2028

3.25%

| | | Steps | | | | |
|---|---|---|---|---|---|---|
| **Position** | **Class** | **A** | **B** | **C** | **D** | **E** |
| Assistant City Manager | 10-500 | 19,845 | 20,837 | 21,879 | 22,973 | 24,122 |
| Public Works Director | 10-500 | 19,845 | 20,837 | 21,879 | 22,973 | 24,122 |
| Community Development Director | 10-505 | 18,264 | 19,177 | 20,136 | 21,143 | 22,200 |
| Finance Director* | 10-490 | 18,096 | 19,001 | 19,951 | 20,949 | 21,996 |
| Administrative Services Director | 10-490 | 18,096 | 19,001 | 19,951 | 20,949 | 21,996 |
| Deputy City Manager* | 10-501 | 16,452 | 17,275 | 18,139 | 19,046 | 19,998 |
| Communications Director/City Clerk | 10-412 | 15,604 | 16,384 | 17,203 | 18,063 | 18,966 |
| Contract Services Manager* | 10-430 | 12,868 | 13,511 | 14,187 | 14,896 | 15,641 |
| Assistant to the City Manager | 10-420 | 11,597 | 12,177 | 12,786 | 13,425 | 14,096 |

**Approved Classifications, unbudgeted*

Effective July 1, 2029

3.25%

| | | Steps | | | | |
|---|---|---|---|---|---|---|
| **Position** | **Class** | **A** | **B** | **C** | **D** | **E** |
| Assistant City Manager | 10-500 | 20,490 | 21,515 | 22,591 | 23,721 | 24,907 |
| Public Works Director | 10-500 | 20,490 | 21,515 | 22,591 | 23,721 | 24,907 |
| Community Development Director | 10-505 | 18,858 | 19,801 | 20,791 | 21,831 | 22,923 |
| Finance Director* | 10-490 | 18,685 | 19,619 | 20,600 | 21,630 | 22,712 |
| Administrative Services Director | 10-490 | 18,685 | 19,619 | 20,600 | 21,630 | 22,712 |
| Deputy City Manager* | 10-501 | 16,987 | 17,836 | 18,728 | 19,664 | 20,647 |
| Communications Director/City Clerk | 10-412 | 16,112 | 16,918 | 17,764 | 18,652 | 19,585 |
| Contract Services Manager* | 10-430 | 13,287 | 13,951 | 14,649 | 15,381 | 16,150 |
| Assistant to the City Manager | 10-420 | 11,974 | 12,573 | 13,202 | 13,862 | 14,555 |

**Approved Classifications, unbudgeted*

**City of Half Moon Bay**
**Salary Schedule**
**Effective July 1, 2026**

| | | Steps | | | | |
|---|---|---|---|---|---|---|
| | **Class** | **A** | **B** | **C** | **D** | **E** |
| | | **Monthly Salary Ranges** | | | | |
| **Exempt - Non Represented Management** | | | | | | |
| Assistant City Manager | 10-500 | 18,570 | 19,499 | 20,474 | 21,498 | 22,573 |
| Public Works Director | 10-500 | 18,570 | 19,499 | 20,474 | 21,498 | 22,573 |
| Community Development Director | 10-505 | 17,091 | 17,946 | 18,843 | 19,785 | 20,774 |
| Finance Director* | 10-490 | 16,933 | 17,780 | 18,669 | 19,602 | 20,582 |
| Administrative Services Director | 10-490 | 16,933 | 17,780 | 18,669 | 19,602 | 20,582 |
| Deputy City Manager* | 10-501 | 15,395 | 16,165 | 16,973 | 17,822 | 18,713 |
| Communications Director/City Clerk | 10-412 | 14,601 | 15,331 | 16,098 | 16,903 | 17,748 |
| Contract Services Manager* | 10-430 | 12,041 | 12,643 | 13,275 | 13,939 | 14,636 |
| Assistant to the City Manager | 10-420 | 10,851 | 11,394 | 11,964 | 12,562 | 13,190 |
| **Exempt - Confidential** | | | | | | |
| Finance Manager | 10-485 | 12,408 | 13,028 | 13,679 | 14,363 | 15,081 |
| City Clerk | 10-525 | 12,293 | 12,908 | 13,553 | 14,231 | 14,943 |
| Administrative Services Manager * | 10-525 | 12,293 | 12,908 | 13,553 | 14,231 | 14,943 |
| Senior Accountant* | 10-721 | 10,314 | 10,830 | 11,372 | 11,941 | 12,538 |
| Management Analyst - Human Resources | 10-715 | 9,202 | 9,662 | 10,145 | 10,652 | 11,185 |
| Executive Assistant to the City Manager | 10-745 | 7,809 | 8,199 | 8,609 | 9,039 | 9,491 |

| **Part-Time** | **Range** | **Hourly Wage** | | | | |
|---|---|---|---|---|---|---|
| Building Attendant I | 890/012 | 18.08 | 18.98 | 19.93 | 20.93 | 21.98 |
| Building Attendant II | 890/015 | 20.94 | 21.99 | 23.09 | 24.24 | 25.45 |
| Building Attendant III | 890/018 | 25.45 | 26.72 | 28.06 | 29.46 | 30.93 |
| Maintenance Assistant* | 890/015 | 20.94 | 21.99 | 23.09 | 24.24 | 25.45 |
| Intern | 02-100 | 24.31 | 25.53 | 26.81 | 28.15 | 29.56 |

**BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY**

**AGENDA REPORT**

For meeting of: **August 18, 2026**

**TO:** Honorable Mayor and City Council

**VIA:** Matthew Chidester, City Manager

**FROM:** Dale Leda, Interim Public Works Director / City Engineer

**TITLE:** **SEWER AUTHORITY MID-COASTSIDE FISCAL YEAR 2026-27 OPERATIONS AND MAINTENANCE BUDGET MID-YEAR ADJUSTMENT**

---

**RECOMMENDATION:**
Adopt a resolution approving the Sewer Authority Mid-Coastside FY 2026-27 Operations and Maintenance Budget Mid-Year Adjustment and incorporating costs for the Montara Force Main Replacement Project, including the City of Half Moon Bay's associated increased assessment, consistent with Option 2 approved by the SAM Board of Directors on August 10, 2026.

**FISCAL IMPACT:**
On May 19, 2026, the City Council approved SAM's FY 2026-27 General Operations and Maintenance Budget, which included a total City of Half Moon Bay assessment of $6,988,951. The adopted assessment included approximately $2.60 million for the City's share of SAM's infrastructure program.

At the time of adoption, the Montara Force Main Replacement Project was still under development, and the final construction cost had not yet been established. The City Council was advised that the project cost could increase following receipt of the contractor's Guaranteed Maximum Price (GMP) and that SAM could subsequently request a budget adjustment.

SAM now estimates the total Montara Force Main project cost at $16,486,938, including a $13,228,000 construction contract, $1,306,000 in contingencies, and $1,952,938 in other construction-related costs. SAM proposes funding $12,150,000 of the project during FY 2026-27, including the $3,650,000 previously included in SAM's budget and an additional $8,500,000 mid-year budget adjustment. The remaining $4,336,938 is anticipated to be included in SAM's FY 2027-28 budget.

Based on Half Moon Bay's current 61.18 percent allocation, the proposed $8.5 million mid-year adjustment increases the City's FY 2026-27 SAM assessment by $5,200,300, from $6,988,951 to

$12,189,251. The City's infrastructure assessment would increase from $2,600,150 to $7,800,450.

SAM's proposed billing schedule reflects the original monthly infrastructure assessment of approximately $216,679 for July and August 2026, followed by an increased infrastructure assessment of approximately $736,709 per month from September 2026 through June 2027.

Funding for the City's SAM obligations is provided through sewer enterprise revenues and available sewer fund balances. Staff is currently exploring a combination of funding options including initial use of City reserves and financing via a public infrastructure fund including the California Infrastructure and Economic Development Bank (IBank). Where financing may be utilized, additional lender expenses such as interest and processing fees would be incorporated into the upcoming Prop 218 rate study and factored into future sewer rates. Any City budget adjustments necessary to accommodate the increased FY 2026-27 assessment will be processed through the City's budget process.

**STRATEGIC ELEMENT:**
This action supports the *Infrastructure and Environment, Healthy Communities and Public Safety* and *Fiscal Sustainability, e*lements of the Strategic Plan.

**ENVIRONMENTAL REVIEW:**
SAM completed environmental review for the Montara Force Main Replacement Project in accordance with the California Environmental Quality Act and approved the project on April 27, 2026.

**BACKGROUND:**
The Sewer Authority Mid-Coastside is a Joint Powers Authority composed of the City of Half Moon Bay, Granada Community Services District, and Montara Water and Sanitary District. SAM operates the regional wastewater treatment system and related infrastructure serving the three member agencies.

The Montara Force Main is a portion of SAM's Intertie Pipeline System and consists of approximately 13,400 feet of force main serving the northern portion of the regional system. The existing force main has experienced multiple sanitary sewer overflows and is required to be replaced pursuant to a Consent Decree with the Ecological Rights Foundation.

On May 19, 2026, the City Council approved SAM's FY 2026-27 General Operations and Maintenance Budget. The approved SAM budget totaled $11,555,125 and included $4,250,000 for infrastructure projects. Half Moon Bay's total assessment was $6,988,951 based on the City's 61.18 percent share of wastewater flows.

The Montara Force Main represented the largest infrastructure project included in that budget. At the time, however, the project cost was based on preliminary estimates and the contractor's

final GMP had not yet been established. The City's May staff report therefore noted that the final project cost could result in an additional SAM budget adjustment.

**DISCUSSION:**

SAM is delivering the Montara Force Main Replacement Project through a progressive design-build contract with McGuire & Hester. Following completion of design, permitting coordination, constructability review, and development of the GMP, the contractor submitted two principal construction options.

Option 1 contemplated completion by June 30, 2027, at a GMP of approximately $17.33 million. This option assumed construction through potentially difficult winter weather conditions and included additional costs associated with dewatering, trench support, mobilization, and weather-related inefficiencies.

Option 2 provides for a June 30, 2028, completion date, subject to obtaining an extension of the applicable Consent Decree deadline, at a GMP of $13.228 million. SAM determined that Option 2 represented the most cost-effective approach and would reduce construction risks associated with completing substantial pipeline work during wet-weather conditions.

The project cost has increased substantially from earlier estimates. According to SAM, the increases are attributable to several factors, including additional permitting agency requirements, revised construction requirements within the Caltrans right-of-way, increased horizontal directional drilling, changes to bypass facilities, escalating labor costs, and significant increases in HDPE pipe and other material costs.

Including project contingencies and construction support services such as inspection, testing, engineering, environmental monitoring, surveying, and public outreach, SAM estimates the total Option 2 project cost at $16,486,938.

On August 10, 2026, the SAM Board authorized the General Manager to proceed with the Option 2 McGuire & Hester contract, not to exceed $13,228,000, contingent upon each member agency communicating to SAM in writing that it has or will fund the project consistent with the Option 2 contract and upon finalization of the contract's legal language.

SAM subsequently prepared a proposed FY 2026-27 mid-year budget adjustment of $8.5 million for the project. Together with the $3.65 million already budgeted for the Montara Force Main, this would provide $12.15 million for the project during FY 2026-27. SAM anticipates budgeting the remaining $4.34 million of estimated project costs in FY 2027-28.

For Half Moon Bay, the FY 2026-27 adjustment represents an additional assessment of $5,200,300, increasing the City's total annual SAM assessment to $12,189,251. The increase

relates entirely to SAM's infrastructure budget and the Montara Force Main project; SAM's underlying operating budget is not being increased through this adjustment.

The action before the City Council does not separately approve SAM's construction contract. Rather, it provides the written funding commitment requested by the SAM Board as a condition of proceeding with the Option 2 contract. Staff recommends approval of the mid-year adjustment so SAM may proceed with construction of this critical regional wastewater infrastructure project.

**ATTACHMENTS:**

1. Resolution approving the Sewer Authority Mid-Coastside FY2026-27 Operations and Maintenance Budget Mid-Year Adjustment
2. SAM August 10, 2026, Staff Report – Montara Force Main Replacement Project

**Resolution No. C-2026-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY APPROVING THE SEWER AUTHORITY MID-COASTSIDE FISCAL YEAR 2026-27 GENERAL (OPERATIONS AND MAINTENANCE) BUDGET MID-YEAR ADJUSTMENT**

**WHEREAS,** City of Half Moon Bay representatives have previously approved the General Budget of the Sewer Authority Mid-Coastside (SAM) for Fiscal Year (FY) 2026-27; and

**WHEREAS,** SAM provides regional wastewater treatment, environmental compliance, operations, maintenance, and infrastructure services for the benefit of the member agencies and their ratepayers; and

**WHEREAS**, the infrastructure portion of the budget includes funding for the Montara Force Main rehabilitation project, and SAM has provided updated project costs incorporated into the annual budget as a mid-year adjustment based on June 30, 2028, project completion date; and

**WHEREAS,** the adjusted SAM Operations and Maintenance Budget for FY 2026-27 totals $20,055,125, which includes increased infrastructure project costs of $8,500,000 from the Montara Force Main project, and;

**WHEREAS,** the City of Half Moon Bay's adjusted share of the FY 2026-27 member agency assessment is $12,189,251, which includes the City's share of this fiscal years costs for the Montara Force Main Project of $5,200,300, based on the City's flow allocation of 61.18%; and

**WHEREAS**, the costs of SAM operations and infrastructure for FY 2026-27 will be funded from City Sewer Enterprise Funds, including the Sewer Operating Fund and authorized transfers from the Sewer Capital Fund, as appropriate.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Half Moon Bay approves the Sewer Authority Mid-Coastside Fiscal Year 2026-27 General (Operations and Maintenance) Budget Mid-Year Adjustment attached as Exhibit A to this resolution, incorporating costs for the Montara Force Main Replacement Project, including the City of Half Moon Bay's associated increased assessment, consistent with Option 2 approved by the SAM Board of Directors on August 10, 2026.

.

**********

I, the undersigned, hereby certify that the foregoing resolution was duly passed and adopted on the 18th day of August 2026, by the City Council of Half Moon Bay by the following vote:

AYES, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ATTEST:

_____
Maggie Rodriguez, City Clerk

APPROVED:

_____
Debbie Ruddock, Mayor

EXHIBIT A
SAM BUDGET
MIDYEAR
ADJUSTMENT

**OVERALL OPERATIONS BUDGET SUMMARY**
**(Includes: Administrative Services, Treatment, Environmental Compliance, and Infrastructure)**

| | | FY 2024/25 ACTUAL | FY 2025/26 ADOPTED | FY 2025/26 PROJECTED | FY 26/27 PROPOSED | VARIANCE FY26/27 versus FY25/26 | |
|---|---|---|---|---|---|---|---|
| | **EXPENDITURES** | | | | | Over/(Under) | |
| | Personnel | | | | | | |
| 1 | Wages | 1,770,658 | 1,786,300 | 1,799,105 | 1,906,100 | 119,800 | 7% |
| 2 | Premium Pay | 166,455 | 144,100 | 142,859 | 172,000 | 27,900 | 19% |
| 3 | Health Benefits | 306,074 | 354,596 | 334,360 | 400,750 | 46,154 | 13% |
| 4 | Retirement Cont. | 762,068 | 541,000 | 544,707 | 591,400 | 50,400 | 9% |
| 5 | Retiree Med/OPEB | 36,364 | 44,960 | 42,713 | 62,850 | 17,890 | 40% |
| 6 | Misc. Benefits | 103,703 | 110,856 | 102,986 | 112,050 | 1,194 | 1% |
| 7 | Subtotal | 3,145,322 | 2,981,812 | 2,966,729 | 3,245,150 | 263,338 | 9% |
| | Non-Personnel | | | | | | |
| 8 | Legal Services | 237,120 | 235,000 | 173,818 | 200,000 | (35,000) | (15%) |
| 9 | Engineering Services | 254,378 | 150,243 | 155,347 | 160,800 | 10,557 | 7% |
| 10 | Professional Services | 863,526 | 909,600 | 1,065,516 | 965,625 | 56,025 | 6% |
| 11 | Prof. Memberships | 88,269 | 60,001 | 75,269 | 76,200 | 16,199 | 27% |
| 12 | Insurance Premiums | 236,925 | 249,982 | 255,390 | 265,000 | 15,018 | 6% |
| 13 | Misc. Expenses | 117,100 | 86,566 | 122,960 | 120,800 | 34,234 | 40% |
| 14 | Utilities | 750,671 | 806,297 | 816,601 | 839,300 | 33,003 | 4% |
| 15 | Travel & Training | 51,386 | 57,011 | 57,396 | 64,400 | 7,389 | 13% |
| 16 | Equipment Rental | 25,756 | 27,875 | 22,674 | 29,300 | 1,425 | 5% |
| 17 | Bldg & Maint Services | 166,137 | 148,100 | 132,108 | 176,000 | 27,900 | 19% |
| 18 | Chemicals | 403,961 | 445,863 | 338,720 | 470,000 | 24,137 | 5% |
| 19 | Permits & Licenses | 60,014 | 55,997 | 59,283 | 62,100 | 6,103 | 11% |
| 20 | Supplies | 96,304 | 120,178 | 124,058 | 128,450 | 8,272 | 7% |
| 21 | Equipment | 12,587 | 12,741 | 15,487 | 417,000 | 404,259 | 3173% |
| 22 | Infrastructure (***) | 3,389,937 | 3,645,000 | 4,024,505 | 12,750,000 | 9,105,000 | 250% |
| 23 | Claims/Penalties (**) | - | 80,000 | 70,000 | 85,000 | 5,000 | 6% |
| 25 | Subtotal | 6,754,068 | 7,090,454 | 7,509,133 | 16,809,975 | 9,719,521 | 137% |
| 26 | **TOTAL** | **9,899,390** | **10,072,266** | **10,475,862** | **20,055,125** | **9,982,859** | **99%** |
| | **REVENUE** | | | | | | |
| | **By Type:** | | | | | | |
| 27 | JPA Assessments | 9,276,973 | 9,942,231 | 9,942,231 | 19,923,588 | 9,981,357 | 100% |
| 28 | NDWSCP Fees | 61,609 | 60,035 | 50,639 | 53,037 | (6,998) | (12%) |
| 31 | Interest Earnings | 81,566 | 70,000 | 83,210 | 78,500 | 8,500 | 12% |
| 32 | Misc. Revenue | 387,448 | - | 59,745 | - | - | - |
| 34 | **REVENUE TOTAL** | **9,807,596** | **10,072,266** | **10,135,825** | **20,055,125** | **9,982,859** | **99%** |
| | **By Agency:** | | | | | | |
| 35 | Half Moon Bay | 5,642,255 | 5,989,200 | 5,989,200 | 12,189,251 | 6,200,051 | 104% |
| 36 | Granada CSD | 1,766,336 | 1,873,116 | 1,873,116 | 3,628,085 | 1,754,969 | 94% |
| 37 | Montara WSD | 1,868,383 | 2,079,915 | 2,079,915 | 4,106,251 | 2,026,336 | 97% |
| 38 | **TOTAL** | **9,276,974** | **9,942,231** | **9,942,231** | **19,923,588** | **9,981,357** | **100%** |

**(**)** It is unknown at this time the potential penalites the Authority will be responsible for the sanitary sewer overflows which occurered during the 2023 Winter Storms.

**(***)** FY 2024/25 Actual column contains capitalized infrastructure expenditures as noted in the FY 2024/25 audit.

DRAFT 8/1/2025

**ADMINISTRATIVE SERVICES**
**By Category**

| | | FY 2024/25 ACTUAL | FY 2025/26 ADOPTED | FY 2025/26 PROJECTED | FY 26/27 PROPOSED | VARIANCE FY26/27 versus FY25/26 | |
|---|---|---|---|---|---|---|---|
| | **EXPENDITURES** | | | | | Over/(Under) | |
| | Personnel | | | | | | |
| 1 | Wages | 666,317 | 629,300 | 634,063 | 661,100 | 31,800 | 5% |
| 2 | Premium Pay ① | 18,903 | 11,000 | 13,432 | 16,000 | 5,000 | 45% |
| 3 | Health Benefits | 87,403 | 88,985 | 71,871 | 79,500 | (9,485) | (11%) |
| 4 | Retirement Cont. | 340,271 | 93,000 | 54,354 | 57,700 | (35,300) | (38%) |
| 5 | Retiree Med/OPEB | 28,400 | 13,500 | 17,509 | 28,100 | 14,600 | 108% |
| 6 | Misc. Benefits | 29,693 | 28,800 | 20,948 | 18,800 | (10,000) | (35%) |
| 7 | Subtotal | 1,170,987 | 864,585 | 812,177 | 861,200 | (3,385) | (0%) |
| | Non-Personnel | | | | | | |
| 8 | Legal Services | 237,120 | 235,000 | 173,818 | 200,000 | (35,000) | (15%) |
| 9 | Engineering Services | 20,698 | - | - | - | - | - |
| 10 | Professional Services | 220,751 | 226,164 | 283,075 | 252,025 | 25,861 | 11% |
| 11 | Prof. Memberships | 77,201 | 46,515 | 61,210 | 62,000 | 15,485 | 33% |
| 12 | Insurance Premiums | 236,925 | 249,982 | 255,390 | 265,000 | 15,018 | 6% |
| 13 | Misc. Expenses | 95,965 | 64,590 | 86,090 | 92,700 | 28,110 | 44% |
| 14 | Utilities | 27,621 | 34,250 | 21,653 | 22,300 | (11,950) | (35%) |
| 15 | Travel & Training | 8,586 | 5,335 | 7,403 | 6,600 | 1,265 | 24% |
| 16 | Equipment Rental | 8,294 | 7,875 | 8,101 | 8,300 | 425 | 5% |
| 17 | Bldg & Maint Services | 33,150 | 34,131 | 46,200 | 47,000 | 12,869 | 38% |
| 18 | Chemicals | - | - | - | - | - | - |
| 19 | Permits & Licenses | - | - | - | - | - | - |
| 20 | Supplies ② | 10,738 | 12,844 | 16,936 | 13,600 | 756 | 6% |
| 21 | Equipment | - | 2,637 | 5,087 | 6,000 | 3,363 | 128% |
| 22 | Infrastructure | - | - | - | - | - | - |
| 23 | Claims/Penalties | - | 10,000 | 10,000 | 10,000 | - | 0% |
| 25 | Subtotal | 977,048 | 929,322 | 974,963 | 985,525 | 56,203 | 6% |
| 26 | **TOTAL** | **2,148,035** | **1,793,907** | **1,787,140** | **1,846,725** | **52,818** | **3%** |

| | | FY 2024/25 ACTUAL | FY 2025/26 ADOPTED | FY 2025/26 PROJECTED | FY 26/27 PROPOSED | VARIANCE FY26/27 versus FY25/26 | |
|---|---|---|---|---|---|---|---|
| | **REVENUE** | | | | | | |
| | **By Type:** | | | | | | |
| 27 | JPA Assessments | 1,839,212 | 1,723,907 | 1,723,907 | 1,768,225 | 44,318 | 3% |
| 28 | Other Revenue | 5,537 | - | - | - | - | - |
| 31 | Interest Earnings | 81,566 | 70,000 | 83,210 | 78,500 | 8,500 | 12% |
| 32 | Misc. Revenue - Grant | 387,448 | - | 59,745 | - | - | - |
| 34 | **REVENUE TOTAL** | **2,313,762** | **1,793,907** | **1,866,862** | **1,846,725** | **52,818** | **3%** |
| | **By Agency:** | | | | | | |
| 35 | Half Moon Bay | 1,118,609 | 1,038,482 | 1,038,482 | 1,081,800 | 43,318 | 4% |
| 36 | Granada CSD | 350,186 | 324,784 | 324,784 | 321,994 | (2,790) | (1%) |
| 37 | Montara WSD | 370,417 | 360,641 | 360,641 | 364,431 | 3,790 | 1% |
| 38 | **TOTAL** | **1,839,212** | **1,723,907** | **1,723,907** | **1,768,225** | **44,318** | **3%** |

① Budget line item contains $10,000 related to Bonus, Awards, Certification pay related to gift cards for employees.

② Budget line items contains $2,500 related to SAM branded clothing as well as $3,200 for food.

DRAFT 8/1/2026

**TREATMENT**
**By Category**

| | | FY 2024/25 ACTUAL | FY 2025/26 ADOPTED | FY 2025/26 PROJECTED | FY 26/27 PROPOSED | VARIANCE FY26/27 versus FY25/26 | |
|---|---|---|---|---|---|---|---|
| | **EXPENDITURES** | | | | | Over/(Under) | |
| | Personnel | | | | | | |
| 1 | Wages | 1,061,123 | 1,114,500 | 1,121,792 | 1,200,000 | 85,500 | 8% |
| 2 | Premium Pay | 145,533 | 131,000 | 127,357 | 153,000 | 22,000 | 17% |
| 3 | Health Benefits | 211,797 | 257,600 | 255,723 | 312,800 | 55,200 | 21% |
| 4 | Retirement Cont. | 396,008 | 424,000 | 460,673 | 501,200 | 77,200 | 18% |
| 5 | Retiree Med/OPEB | 7,897 | 30,785 | 24,543 | 34,000 | 3,215 | 10% |
| 6 | Misc. Benefits | 71,597 | 78,641 | 79,357 | 89,800 | 11,159 | 14% |
| 7 | Subtotal | 1,893,954 | 2,036,526 | 2,069,445 | 2,290,800 | 254,274 | 12% |
| | Non-Personnel | | | | | | |
| 8 | Legal Services | - | - | - | - | - | - |
| 9 | Engineering Services | 233,680 | 150,243 | 155,347 | 160,800 | 10,557 | 7% |
| 10 | Professional Services | 555,548 | 579,127 | 667,594 | 601,600 | 22,473 | 4% |
| 11 | Prof. Memberships | 11,068 | 13,486 | 14,059 | 14,200 | 714 | 5% |
| 12 | Insurance Premiums | - | - | - | - | - | - |
| 13 | Misc. Expenses | 21,069 | 21,976 | 36,713 | 28,100 | 6,124 | 28% |
| 14 | Utilities | 723,050 | 772,047 | 794,948 | 817,000 | 44,953 | 6% |
| 15 | Travel & Training | 42,510 | 51,171 | 49,743 | 57,200 | 6,029 | 12% |
| 16 | Equipment Rental | 17,462 | 20,000 | 14,574 | 21,000 | 1,000 | 5% |
| 17 | Bldg & Maint Services | 132,987 | 113,969 | 85,908 | 129,000 | 15,031 | 13% |
| 18 | Chemicals | 400,476 | 442,363 | 334,158 | 465,000 | 22,637 | 5% |
| 19 | Permits & Licenses | 60,014 | 55,997 | 59,283 | 62,100 | 6,103 | 11% |
| 20 | Supplies | 67,189 | 84,336 | 84,352 | 89,850 | 5,514 | 7% |
| 21 | Equipment | 10,361 | 10,104 | 10,400 | 411,000 | 400,896 | 3968% |
| 22 | Infrastructure | 1,311 | - | 860,238 | - | - | - |
| 23 | Claims/Penalties | - | 70,000 | 60,000 | 75,000 | 5,000 | 7% |
| 25 | Subtotal | 2,276,725 | 2,384,819 | 3,227,318 | 2,931,850 | 547,031 | 23% |
| 26 | **TOTAL** | **4,170,680** | **4,421,345** | **5,296,763** | **5,222,650** | **801,305** | **18%** |

| | | FY 2024/25 ACTUAL | FY 2025/26 ADOPTED | FY 2025/26 PROJECTED | FY 26/27 PROPOSED | VARIANCE FY26/27 versus FY25/26 | |
|---|---|---|---|---|---|---|---|
| | **REVENUE** | | | | | | |
| | **By Type:** | | | | | | |
| 27 | JPA Assessments | 4,185,865 | 4,361,311 | 4,361,311 | 5,169,613 | 808,302 | 19% |
| 28 | NDWSCP Fees | 56,072 | 60,035 | 50,639 | 53,037 | (6,998) | (12%) |
| 31 | Interest Earnings | - | - | - | - | - | - |
| 32 | Misc. Revenue | - | - | - | - | - | - |
| 34 | **REVENUE TOTAL** | **4,241,937** | **4,421,346** | **4,411,950** | **5,222,650** | **801,304** | **18%** |
| | **By Agency:** | | | | | | |
| 35 | Half Moon Bay | 2,545,843 | 2,627,254 | 2,627,254 | 3,162,769 | 535,515 | 20% |
| 36 | Granada CSD | 796,989 | 821,671 | 821,671 | 941,387 | 119,716 | 15% |
| 37 | Montara WSD | 843,033 | 912,386 | 912,386 | 1,065,457 | 153,071 | 17% |
| 38 | **TOTAL** | **4,185,865** | **4,361,311** | **4,361,311** | **5,169,613** | **808,302** | **19%** |

DRAFT 8/1/2026

**ENVIRONMENTAL COMPLIANCE**
**By Category**

| | | FY 2024/25 ACTUAL | FY 2025/26 ADOPTED | FY 2025/26 PROJECTED | FY 26/27 PROPOSED | VARIANCE FY26/27 versus FY25/26 | |
|---|---|---|---|---|---|---|---|
| | **EXPENDITURES** | | | | | Over/(Under) | |
| | Personnel | | | | | | |
| 1 | Wages | 43,219 | 42,500 | 43,250 | 45,000 | 2,500 | 6% |
| 2 | Premium Pay | 2,019 | 2,100 | 2,070 | 3,000 | 900 | 43% |
| 3 | Health Benefits | 6,875 | 8,011 | 6,766 | 8,450 | 439 | 5% |
| 4 | Retirement Cont. | 25,789 | 24,000 | 29,680 | 32,500 | 8,500 | 35% |
| 5 | Retiree Med/OPEB | 67 | 675 | 661 | 750 | 75 | 11% |
| 6 | Misc. Benefits | 2,413 | 3,415 | 2,680 | 3,450 | 35 | 1% |
| 7 | Subtotal | 80,380 | 80,701 | 85,107 | 93,150 | 12,449 | 15% |
| | Non-Personnel | | | | | | |
| 8 | Legal Services | - | - | - | - | - | - |
| 9 | Engineering Services | - | - | - | - | - | - |
| 10 | Professional Services | 87,226 | 104,309 | 114,847 | 112,000 | 7,691 | 7% |
| 11 | Prof. Memberships | - | - | - | - | - | - |
| 12 | Insurance Premiums | - | - | - | - | - | - |
| 13 | Misc. Expenses | 66 | - | 157 | - | - | - |
| 14 | Utilities | - | - | - | - | - | - |
| 15 | Travel & Training | 290 | 505 | 250 | 600 | 95 | 19% |
| 16 | Equipment Rental | - | - | - | - | - | - |
| 17 | Bldg & Maint Services | - | - | - | - | - | - |
| 18 | Chemicals | 3,486 | 3,500 | 4,562 | 5,000 | 1,500 | 43% |
| 19 | Permits & Licenses | - | - | - | - | - | - |
| 20 | Supplies | 18,376 | 22,998 | 22,770 | 25,000 | 2,002 | 9% |
| 21 | Equipment | 2,226 | - | - | - | - | - |
| 22 | Infrastructure | - | - | - | - | - | - |
| 23 | Claims/Penalties | - | - | - | - | - | - |
| 25 | Subtotal | 111,670 | 131,312 | 142,586 | 142,600 | 11,288 | 9% |
| 26 | **TOTAL** | **192,050** | **212,013** | **227,693** | **235,750** | **23,737** | **11%** |

| | | FY 2024/25 ACTUAL | FY 2025/26 ADOPTED | FY 2025/26 PROJECTED | FY 26/27 PROPOSED | VARIANCE FY26/27 versus FY25/26 | |
|---|---|---|---|---|---|---|---|
| | **REVENUE** | | | | | | |
| | **By Type:** | | | | | | |
| 27 | JPA Assessments | 251,896 | 212,013 | 212,013 | 235,750 | 23,737 | 11% |
| 28 | NDWSCP Fees | - | - | - | - | - | - |
| 31 | Interest Earnings | - | - | - | - | - | - |
| 32 | Misc. Revenue | - | - | - | - | - | - |
| 34 | **REVENUE TOTAL** | **251,896** | **212,013** | **212,013** | **235,750** | **23,737** | **11%** |
| | **By Agency:** | | | | | | |
| 35 | Half Moon Bay | 153,203 | 127,717 | 127,717 | 144,232 | 16,515 | 13% |
| 36 | Granada CSD | 47,961 | 39,943 | 39,943 | 42,930 | 2,987 | 7% |
| 37 | Montara WSD | 50,732 | 44,353 | 44,353 | 48,588 | 4,235 | 10% |
| 38 | **TOTAL** | **251,896** | **212,013** | **212,013** | **235,750** | **23,737** | **11%** |

DRAFT 8/11/2026

**INFRASTRUCTURE**
**By Category**

| | | FY 2024/25 ACTUAL | FY 2025/26 ADOPTED | FY 2025/26 PROJECTED | FY 26/27 PROPOSED | VARIANCE FY26/27 versus FY25/26 | |
|---|---|---|---|---|---|---|---|
| | **EXPENDITURES** | | | | | Over/(Under) | |
| | Personnel | | | | | | |
| 1 | Wages | - | - | - | - | - | - |
| 2 | Premium Pay | - | - | - | - | - | - |
| 3 | Health Benefits | - | - | - | - | - | - |
| 4 | Retirement Cont. | - | - | - | - | - | - |
| 5 | Retiree Med/OPEB | - | - | - | - | - | - |
| 6 | Misc. Benefits | - | - | - | - | - | - |
| 7 | Subtotal | - | - | - | - | - | - |
| | Non-Personnel | - | - | - | - | | |
| 8 | Legal Services | - | - | - | - | - | - |
| 9 | Engineering Services | - | - | - | - | - | - |
| 10 | Professional Services | - | - | - | - | - | - |
| 11 | Prof. Memberships | - | - | - | - | - | - |
| 12 | Insurance Premiums | - | - | - | - | - | - |
| 13 | Misc. Expenses | - | - | - | - | - | - |
| 14 | Utilities | - | - | - | - | - | - |
| 15 | Travel & Training | - | - | - | - | - | - |
| 16 | Equipment Rental | - | - | - | - | - | - |
| 17 | Bldg & Maint Services | - | - | - | - | - | - |
| 18 | Chemicals | - | - | - | - | - | - |
| 19 | Permits & Licenses | - | - | - | - | - | - |
| 20 | Supplies | - | - | - | - | - | - |
| 21 | Equipment | - | - | - | - | - | - |
| 22 | Infrastructure (A) | 3,388,625 | 3,645,000 | 3,164,267 | 12,750,000 | 9,105,000 | 250% |
| 23 | Claims/Penalties | - | - | - | - | - | - |
| 25 | Subtotal | 3,388,625 | 3,645,000 | 3,164,267 | 12,750,000 | 9,105,000 | 250% |
| 26 | **TOTAL** | **3,388,625** | **3,645,000** | **3,164,267** | **12,750,000** | **9,105,000** | **250%** |

| | | FY 2024/25 ACTUAL | FY 2025/26 ADOPTED | FY 2025/26 PROJECTED | FY 26/27 PROPOSED | VARIANCE FY26/27 versus FY25/26 | |
|---|---|---|---|---|---|---|---|
| | **REVENUE** | | | | | | |
| | **By Type:** | | | | | | |
| 27 | JPA Assessments | 3,000,000 | 3,645,000 | 3,645,000 | 12,750,000 | 9,105,000 | 250% |
| 28 | NDWSCP Fees | - | - | - | - | - | - |
| 31 | Interest Earnings | - | - | - | - | - | - |
| 32 | Misc. Revenue | - | - | - | - | - | - |
| 34 | **REVENUE TOTAL** | **3,000,000** | **3,645,000** | **3,645,000** | **12,750,000** | **9,105,000** | **250%** |
| | **By Agency:** | | | | | | |
| 35 | Half Moon Bay | 1,824,600 | 2,195,748 | 2,195,748 | 7,800,450 | 5,604,702 | 255% |
| 36 | Granada CSD | 571,200 | 686,718 | 686,718 | 2,321,775 | 1,635,057 | 238% |
| 37 | Montara WSD | 604,200 | 762,534 | 762,534 | 2,627,775 | 1,865,241 | 245% |
| 38 | **TOTAL** | **3,000,000** | **3,645,000** | **3,645,000** | **12,750,000** | **9,105,000** | **250%** |

(A) Breakdown is as follows:

$3,650,000 Sewer Force Main in Montara; $450,000 Effluent Pumps; $100,000 Montara Pump Station, Pump #1; $50,000 Portola Pump Station, Pump #1; $8,500,000 Mid-Year Budget Adjustment for Sewer Force Main in Montara.

DRAFT 8/11/2026

# FY 2026-27 Mid-Year Budget Adjustment Calculation

| | |
|---|---|
| **Construction of the Sewer Force Main in Montara** | |
| | |
| **Total Force Main Construction Costs** | |
| Construction | 13,228,000 |
| Contingencies | 1,306,000 |
| Other Construction Costs | 1,952,938 |
| **Total project costs for Sewer Force Main in Montara** | 16,486,938 |
| | |
| **Estimated Future Costs:** | |
| Option 2 - June 2028 project completion | (4,336,938) |
| *Completion costs to be requested in FY 2027-28.* | |
| | |
| **Sewer Force Main in Montara Project Total for FY 2026-27:** | **12,150,000** |
| | |
| **FY 2026-27 Approved Budget for Sewer Force Main in Montara** | **(3,650,000)** |
| | |
| **Balance for Mid-Year Budget Adjustment** | **8,500,000** |

| | |
|---|---|
| **Total FY 2026-27 Mid-Year Budget Adjustment Required** | **8,500,000** |

DRAFT 8/11/2026

# HMB

| City of Half Moon Bay | | | | City of Half Moon Bay | |
|---|---|---|---|---|---|
| FY 2026-27 | | | | FY 2026-27 | |
| Infrastructure | | | | Infrastructure | |
| Annual Assessment | | Originally Approved | | Annual Assessment | |
| **As Originally Approved** | | Monthly Assessment | | **As Amended** | |
| **$** | **2,600,150** | **$** | **216,679** | **$** | **7,800,450** |

**Proposed Billing Arrangement for Remainder of FY 2026-27**

| | | |
|---|---|---|
| $ | 216,679 | Original Monthly Assessment as Adopted |
| | 2 | Months of Assessments Billed (July & August 2026) |
| | 433,358 | Total Infrastructure Assessments Billed ($216,679 x 2 Months) |
| | 7,800,450 | Amended Infrastructure Assessment (as Approved) |
| | 7,367,092 | Difference Between Amended Total and Infrastructure Assessments Billed to Date |
| | 10 | Months Remaining in FY 2026-27 |
| $ | 736,709 | Updated Infrastructure Billing Assessment for Remainder of FY (September 2026 - June 2027) |
| $ | (216,679) | As originally adopted monthly Infrastructure assessment |
| $ | 520,030 | Monthly increase of Infrastructure assessment |

| Change | Original Monthly Assessments | Check Calculation | |
|---|---|---|---|
| | 216,679 | 216,679 | July 2026 |
| | 216,679 | 216,679 | August 2026 |
| **520,030** | 216,679 | 736,709 | September 2026 |
| **520,030** | 216,679 | 736,709 | October 2026 |
| **520,030** | 216,679 | 736,709 | November 2026 |
| **520,030** | 216,679 | 736,709 | December 2026 |
| **520,030** | 216,679 | 736,709 | January 2027 |
| **520,030** | 216,679 | 736,709 | February 2027 |
| **520,030** | 216,679 | 736,709 | March 2027 |
| **520,030** | 216,679 | 736,709 | April 2027 |
| **520,030** | 216,679 | 736,709 | May 2027 |
| **520,030** | 216,679 | 736,709 | June 2027 |
| **5,200,300** | **2,600,150** | **7,800,450** | |

DRAFT 8/11/2026

**SEWER AUTHORITY MID-COASTSIDE**

**Staff Report**

**TO:** Honorable Board of Directors

**FROM:** Kishen Prathivadi, General Manager

**SUBJECT:** **Authorize the General Manager to Enter into a Contract with McGuire & Hester, the Progressive Design Build Contractor, for the Construction of the SAM Force Main in Montara**

## ***Executive Summary***

The purpose of this report is to review the attached Guaranteed Maximum Price (GMP) for the SAM Force Main in Montara Replacement Project (FMM) and authorize the General Manager to enter into a contract with McGuire and Hester, the Progressive Design Build Contractor.

## ***Fiscal Impact***

The fiscal impact is $14,564,000 including the least expensive option for construction of $13,228,000 plus contingencies of $1,336,000. This will require a mid-year budget adjustment which will be adopted by the Board later. A draft proposed mid-year budget is attached.

## ***Strategic Plan Compliance***

The recommendation complies with the SAM Strategic Plan Goal 5.3: *"Infrastructure, Operations, and Maintenance,"- "Develop a longest term reasonable perspective in concrete spending terms of potential alternative approaches to managing the system with the objective of decreasing long term costs and environmental impacts and increasing safety."*

## ***Background and Discussion/Report***

The Force Main in Montara (FMM) sewer replacement project will replace 13,395 feet of Ductile Iron pipe (DIP) with 13,654 feet of High-Density Polyethylene (HDPE) pipe, install air release valves and air vacuum release valves (18), and install four bypass stations. In addition, the project includes installation of 390 lineal feet of 10-inch HDPE pipe and tie-

in to the Princeton force main system. Most of the pipeline installation will be completed by open cut methods, but to limit impacts to environmentally sensitive sites and Highway 1/local traffic, there will be at least five locations utilizing Horizontal Direction Drilling (HDD) and two road crossings utilizing auger bore methods. The FMM is a portion of the Sewer Authority Mid-Coastside Intertie Pipeline System and due to multiple sewer spills from the FMM, the pipeline is required to be replaced by June 30, 2027, as part of a binding legal Consent Decree with Ecological Rights Foundation (ERF).

On November 25, 2024, the SAM Board of Directors authorized the General Manager to enter into a Phase I Progressive Design Build Contract with McGuire & Hester and BKF Engineers (Formerly MNS). Since that time, SAM Staff, SRT Consultants, McGuire and Hester and BKF have been moving forward with designing a project alignment and completing environmental reports needed to obtain the permits required for this project. In accordance with the California Environmental Quality Act (CEQA), an initial study was adopted, and the project was approved by the SAM Board on April 27, 2026. A Coastal Permit Exemption was approved and issued by the San Mateo County Planning Department on May 19, 2026, with the support of the California Coastal Commission.

Permitting agency requirements have been received and incorporated into the 100% Project Plans and Specifications. Unfortunately, the additional requirements of these agencies, particularly the California Transportation Commission (Caltrans), have significantly increased the cost of construction. In addition, the Authority experienced a 3-month delay in the project schedule due to the slow review process of the permitting agencies. It is anticipated that all the permits will be issued within a week of this Board meeting.

The Board of Directors of the Authority reviewed the GMP on July 13, 2026, and requested staff meet with member agency engineers and general managers to address questions that the Board had regarding the cost, timing, and design considerations that led to the 60% design and the GMP.

On July 27, 2026, the Design-Build team of McGuire & Hester and BKF Engineers, SRT Engineers, and SAM staff met with representatives of the member agencies to discuss project design and cost questions. Representatives from the City of Half Moon Bay, Granada Sanitary District and Montara Water and Sanitary District attended the meeting. Discussions included specific design questions, measures that were incorporated into the design to provide the most cost-effective design, cost of delays to the project, and reasons for the exceptions that were listed in the GMP proposal.

Mc Guire and Hester have submitted a revised GMP to SAM that updates the deadlines for the pipe material and jack and bore quotes to be valid through August 31, 2026. In addition, Mc Guire and Hester have revised the list of exclusions to better reflect the reason for each item.

***Potential Super El Niño Impacts to Project***

It is forecasted that a "Super El Niño" will hit the Central Coast of California this year bringing heavy rains and flooding to the area. Should this occur, adverse weather will make it difficult and costly for McGuire and Hester to complete the project by June 30, 2027. Given this anticipated weather, McGuire & Hester have included additional estimated costs to construct a pipeline during a wet winter including installing significant dewatering wells, constructing stronger trench shoring, the need for multiple mobilization costs and lost workdays during heavy rainfall. Much of the construction will occur adjacent to sensitive habitats that could also be negatively impacted by wet-weather construction activities.

On July 13, 2026, the Board directed the Authority's attorney to initiate negotiations with the Ecological Rights Foundation (ERF) to extend the construction deadline to June 30, 2028.

***Guaranteed Maximum Price (GMP) for Construction***

Mc Guire and Hester have provided staff with a Guaranteed Maximum Price (GMP) that includes the additional measures needed for safe construction during a rainy winter (Option 1). Option 2 is the GMP to complete the work with a time extension to June 30, 2028, requiring no additional dewatering of trenches or work during inclement weather. A summary of the costs for the options, including going to a competitive bid are provided in the following table.

| **Guaranteed Maximum Price** | | |
|---|---|---|
| Option 1 - June 2027 Project Completion | Option 2 - June 2028 Project Completion | Project Contingencies to Include in Budget |
| $17,328,100 | $13,228,000 | $1,336,000 |

Option 1 GMP is $17,328,100 with the requirement to work through an El Niño winter to complete construction by 6/30/2027.

Option 2 GMP is $13,228,000 with the ability to work with a time extension to complete the project during better weather conditions by 6/30/28. This will require ERF approval of the time extension.

Option 3 is the cost of a decision to have the engineer complete final plans and specifications for bidding purposes. The Off-Ramp cost in the Phase I agreement is $128,454 to finalize the plans and specifications for the purpose of bidding. This option will delay award of the contract until at least February 2027, which will risk increasing the cost of materials and labor by a minimum of $100,000 per month based on current trends.

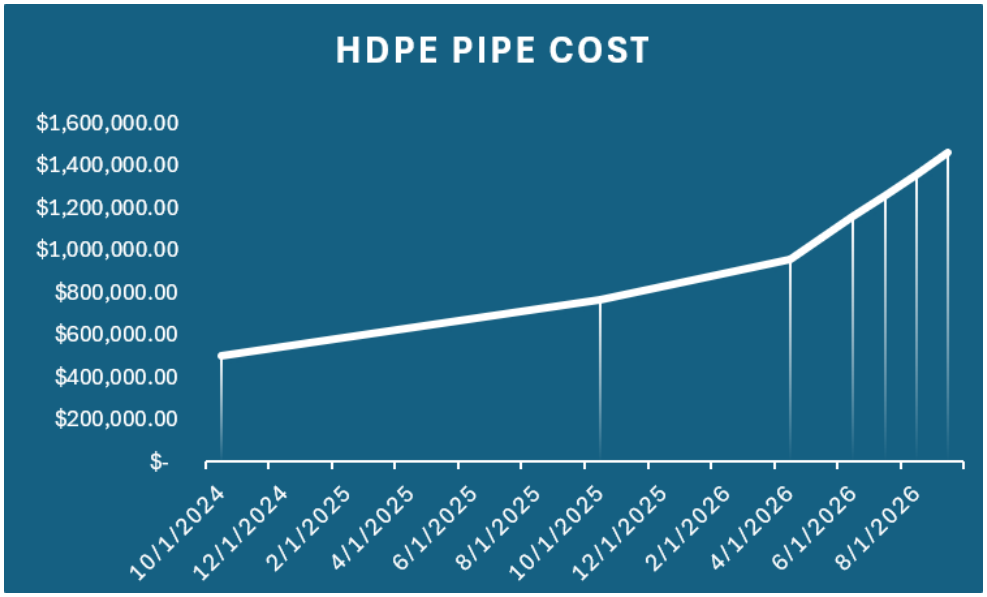
***Evaluation of Construction Cost***

SAM Staff and SRT Consultants reviewed Mc Guire and Hester's detailed price estimate that led to their GMP and compared it with the 2024 Capital Improvement Program (CIP) estimate of $10,161,000. The combined costs of High-Density Polyethylene (HDPE) pipe materials and changes in agency requirements have added about $2.4 million to the construction costs estimated in 2024 CIP for the project. The remaining increase compared to the 2024 total can be attributed to cost escalation of other materials, increased cost of labor and the cost of design details that were not available for the 2024 CIP cost estimate.

The requirements to fill abandoned pipeline assets with low strength concrete rather than abandoning the pipes in place and to use concrete instead of native soil and gravel to backfill the new pipeline trenches within the California State Transportation Agency (Caltrans) right of way has increased the cost of construction. Caltrans and the County of San Mateo have required increased lengths of horizontal directional drilling pipeline to protect road improvements. Lastly, the costs associated with the final design of bypass vaults increased. The combined additional cost for these items is $1,608,059.

The cost of pipeline materials needed for the project, especially High-Density Polyethylene (HDPE) pipe has steadily increased since October 2025, with this trend expected to continue into the fall of 2026. The pipeline cost estimate for the project in 2024 was $500,000. The following table shows the increase in costs based on actual bids received for the project pipe material since October 2025.

Based on staff's evaluation of the costs included in the GMP, it is our opinion that the GMP Option 2 is a fair and competitive price for the construction of the Force Main in Montara.




***Risk Assessment and Contingencies***

A Risk Register was developed by Staheli Trenchless to determine the risks associated with the project, the probability of the risk and the monetary impact of the risk. Staheli Trenchless is a subcontractor for the design consultant BKF (formally MNS). SAM Staff, SRT, Staheli Trenchless, McGuire and Hester and BKF were all involved in developing the list of risks, which party owns the risk, and what risks have a high enough impact to be either mitigated or included in the contingencies.

To reduce the risk of encountering granitic rock, a geophysical survey was conducted that determined the risk was low for the Horizontal Directional Drilling (HDD) location of HDD #2. This reduced the cost of purchasing additional drilling equipment and the estimated number of working days required to complete the horizontal directional drilling at that location. The budget for the HDD work was reduced by $1,200,000 for that item.

The risk of utility conflicts was reduced by designing around utilities based on the results of potholing prior to completion of the final plans. Completing potholing resulted in design changes that reduced delays, improved public safety and allowed shallower HDD alignments that will save money and construction time.

Other risks, such as supply chain cost increases and weather-related delays, could not be mitigated and are included in the contingency of $1,306,000. The cost of a risk that is

accounted for in the risk register will be available in the amount that was agreed by all parties to be available if that risk is encountered. Any cost above that amount is the responsibility of the owner of that risk. The attached contract includes a description of the contingencies per the Risk Register, who owns the risk and the monetary value that was assigned to that risk. Any use of contingencies will require prior approval by SAM.

The total project contingency is the sum of all anticipated risks with an additional $500,000 for unanticipated risks. The total of all contingencies is 10% of the construction cost. Typically, a contingency of 15% is added to the project construction bid and the risk value is not negotiated prior to commencement of construction. The following table identifies the contingency amount attributable to the contractor and to SAM based on the Risk Register.

| | |
|---|---|
| CONTRACTOR RISK CONTINGENCY | $480,000 |
| SAM RISK CONTINGENCY | $326,000 |
| ADDITIONAL CONTINGENCY FOR SAM RISK | $500,000 |
| TOTAL | $1,306,000 |

**Exceptions/Clarifications to GMP**

At the July 13, 2026, meeting, the Board was concerned about the costs associated with the exceptions/clarifications that were listed in the GMP Proposal by McGuire and Hester. These exceptions are clarifications of what was included and was not included in the GMP Proposal. Several contingency items were discussed further with McGuire and Hester and subsequently removed from the proposal. An updated GMP was provided to SAM on July 31, 2026, to better understand the exceptions and clarifications.

Exceptions provided in the updated proposal are either items that were due to design conflicts or determined to no longer be needed, or items that are included in the Contingencies, if the need arises during construction.

## Review of Proposed Contract

SAM provided a preliminary draft agreement to the member agencies after the July 13, 2026 Board meeting for review. A Microsoft Word version of the contract was provided to and comments received from the attorney for the City of Half Moon Bay, Burke, Williams & Sorensen, LLP. These comments have been incorporated into the contract documents.

## Anticipated Total Construction Budget

In addition to the construction contract, there is a need for inspection, testing, project engineering and surveying, public outreach, and environmental monitoring services. Proposals for each of the "Other Construction Costs" have been received by the Authority and if the GMP Contract is approved by the Board, staff will return at the next meeting with the additional contracts to be approved by the Board.

The following table provides a summary of all the anticipated costs associated with the construction of the Force Main in Montara Replacement Project. BAGG Engineering's bid has replaced the estimate provided in the previous staff report.

**TOTAL FORCE MAIN CONSTRUCTION COSTS**

| | Option 1-June 2027 Project Completion | Option 2-June 2028 Project Completion |
|---|---|---|
| ***Guaranteed Maximum Price*** | $ 17,328,100.00 | $ 13,228,000.00 |
| Contingencies | $ 1,306,000.00 | $ 1,306,000.00 |
| ***Total Construction Contract*** | **$ 18,634,100.00** | **$ 14,534,000.00** |
| | | |
| SAM Engineering Support - SRT | $ 500,000.00 | $ 500,000.00 |
| Public Outreach Communications-KSC | $ 75,000.00 | $ 75,000.00 |
| Mitigation Monitoring Consultants-BKF | $ 426,938.00 | $ 426,938.00 |
| Construction Testing Services -BAGG | $ 151,000.00 | $ 151,000.00 |
| Construction Inspection Services -MCM | $ 800,000.00 | $ 800,000.00 |
| ***Other Construction Costs*** | **$ 1,952,938.00** | **$ 1,952,938.00** |
| **Grand Total Cost** | $ 20,587,038.00 | $ 16,486,938.00 |

## Analysis of Options

As previously discussed, Option 1 with a June 30, 2027, completion date is too expensive, risks damaging the environment due to completing construction during a Super El Niño winter and is not likely to be completed by June 30, 2027. Option 3 would put SAM into the situation of being at the mercy of obtaining a low bid, which due to inflation would likely be more expensive than Option 2 and open to multiple change

orders which will need a higher project contingency. Both Option 2 and Option 3 require SAM to request ERF to agree to an extension of the project completion date to June 30, 2028.

Option 2 has the lowest GMP and a risk register that summarizes the cost for change orders that could be encountered. The cost of a risk that is encountered is covered by the amount in the risk register and anything above that amount is the responsibility of the owner of that risk. Approval of Option 2 will allow SAM to purchase the pipe materials now to manage the risk of price inflation for those products and save money.

If the Board approves Option 2 and the Phase II Design Build Contract with McGuire and Hester today, it is anticipated that a Notice to Proceed (NTP) will be issued before August 28, 2026, allowing the contractor to issue a purchase order for materials by August 31, 2026.This is contingent on ERF's approval of an extension of the project completion date to June 30, 2028.

**Mid-Year Budget Adjustment** : A proposed draft mid-year budget adjustment is attached which the General Manager would like to send out to Member agencies. If the Board chooses the lower cost option 2, of the total project cost of $16,486,938 it is proposed to budget a total of $12,150,000 for the fiscal year 26-27 and the balance will be included in the budget for fiscal year 27-28.

***Recommendation:***
It is recommended by staff that the Board authorize the General Manager to enter into a Progressive Design Build Phase 2 Contract with McGuire & Hester for Option 2 - Not to Exceed Amount of $13,228,000, contingent upon obtaining a time extension from ERF to complete the project by June 30, 2028 and send the attached Draft Mid-Year budget adjustment to Member Agencies for approval.

***Attachments***:
Attachment A: McGuire and Hester Guaranteed Maximum Price Proposal-rev.1 dated 7/31/26.
Attachment B: Progressive Design Build Contract for the Project with Attachments.
Attachment C: Proposed draft mid-year budget adjustment for fiscal year 26-27

July 31, 2026

To: Kishen Prathivadi
General Manager
Sewer Authority Mid-Coastside

RE: Force Main in Montara Replacement Project – Guaranteed Maximum Price Proposal – Rev 1

Dear Mr. Prathivadi,

We are pleased to submit our GMP pricing proposal for the Force Main in Montara Replacement Project, Phase 2, Construction Services.

Our pricing is based on the 60% design drawing set and project specifications provided by MNS Engineers. The SOW of work to include:
The replacement of 13,395 feet of 12-to-14-inch diameter Ductile Iron Pipe (DIP) with 13,654 feet of HDPE pipe, installing air release valves and air vacuum release valves (18 total), blowoff valves (4 total) and installing four bypass stations. And the installation of 390 lineal feet of 10-inch HDPE pipe and tie-in to the Princeton force main system.
The pipeline replacement will require a combination of open-cut trench installation, horizontal directional drilling through environmentally sensitive areas, and boring under HWY 1 in two locations.

Option 1: Attempt to complete the project on or before June 30, 2027……..$17,328,100.00

Option 2: Extend the completion date by one year to June 30, 2028…….$13,228,000.00

Clarifications:

- Jack and bore subcontract includes one mobilization only.
- Jack and bore subcontract pricing expires 8/31/26.
- Piping materials quote pricing 7/31/26. (M&H will cover any increases to this until 8/31/26)
- No work will be done the day before the pumpkin festival, Friday 10/16/26.
- Specification S312316: Calls for slurry backfill in paved areas only. Detail 3, DWG C-32 calls for slurry backfill in all trenches. We are deferring to DWG C-32.
- Detail 3, DWG C-32: Calls for 3” cold mill and AC overlay for entire width of lane. We are not open-cut trenching any road parallel sections of asphalt, so this is not applicable. We are assuming a 12” cut on either side of the trench in perpendicular road crossings.
- The drawings show Class II AB backfill for bypass vaults and the Princeton connection vault. We are assuming that slurry backfill will be acceptable in these locations along with the trench.

- Our pricing includes engineering support during construction, submittal reviews, RFI review and response, construction observation, survey, layout and staking, and record drawings.
- Option 2 does not contain any cost for dewatering. If needed, dewatering will come out of the contingency fund.
- This pricing does not include $480,000 construction contingency identified in the Risk Matrix. This cost will be carried by the owner in the owner's contingency.
- We have included the costs for hydrostatic testing of the new system.
- We have included tracer wires for all HDD installed pipe.
- Because of the shortened construction window and an expected wetter than normal winter in 2026-2027, we cannot guarantee our ability to complete the project as presented in Option 1 on or before June 30, 2027.
- The production rates of some tasks are based on a consistent supply of bulk cement. Freight delays due to site logistics, unforeseen conditions, or traffic delays may impact the production rate.
- The warranty period included in our pricing shall not exceed one year from the date of substantial completion of the project scope.
- HDD pricing is based on drilling in sand, silt, or clay and does not include drilling through rock or cobble.

Exclusions:

- No costs for video inspection of completed systems have been included.
- We have not included costs for air testing any part of the new system.
- We are excluding the costs for the rock and fabric below the pipe bedding as shown in Detail 3 on DWG C-32.
- We have not included costs for engineered calculations for HDD operations.
- We are excluding the cost of gyro location of HDD pipe.
- We have not included costs for the removal or relocation of existing utilities.
- We have not included costs for handling, removal, or disposal of hazardous or contaminated substances.
- No costs have been included for utility settlement, vibration monitoring, sound monitoring, or associated mitigation measures.
- Our pricing does not include labor requirements for local hires or any Disadvantaged Business Enterprise (DBE) requirements.
- We have not included any costs associated with third party testing or inspection.
- Environmental, paleontological, and cultural monitoring costs have not been included.
- Biological resources compliance costs are not included.

Thank you for the opportunity to provide our proposal. If you have any questions, please don't hesitate to contact us.

Sincerely,
McGuire and Hester

*Wade Schell*

Wade Schell
Preconstruction Manager

Attachment: Standard Terms and Conditions

***STANDARD TERMS AND CONDITIONS***

1. *Price based on the award of the complete scope of work included herein.*
2. *All other work not specifically included shall be considered excluded from this proposal.*
3. *The inclusions, exclusions, and clarifications noted in this proposal shall be made a part of the contract and shall supersede any conflicting provisions.*
4. *Change order work to include 10% markup for project overhead and 15% markup for profit. Work performed on a T&M basis will be paid according to the latest M&H labor and equipment rate sheets.*
5. *This proposal is valid for (30) days from the date of this proposal.*
6. *Payments are due within 30 days of invoice. Late payments subject to 1½% monthly finance charge.*
7. *Retention (5% max.) to be released within 35 days of M&H final billing.*
8. *Retention monies withheld to be deposited in an escrow account with M&H as the beneficial owner.*
9. *Project schedule to be mutually agreeable and will allow M&H to perform its work in an efficient sequence and manner. M&H to receive a copy of the baseline and subsequent schedule updates.*
10. *Client to provide unobstructed access to all areas of work.*
11. *Work requested during or near inclement weather or wet jobsite conditions may result in additional costs.*
12. *On-site construction water to be provided by client. Hydrant meter and imported water costs by others.*
13. *Proposal based on a contract agreement that is mutually agreeable.*
14. *M&H carries the following insurance limits with admitted "A" rated insurance carriers:*
    a. *$2,000,000 - General Liability*
    b. *$2,000,000 - Auto Liability*
    c. *$1,000,000 - Employers Liability (Workers Compensation)*
    d. *$5,000,000 - Pollution Liability*
    e. *$25,000,000 - Excess Liability coverage (attaches over General, Auto, & Employers Liability)*
    f. *$10,000,000 - Builders Risk/Installation coverage*
    g. *$1,000,000 - Earthquake and Flood (subject to specific exclusions)*
    h. *$2,000,000 -Design/Build Professional Liability*
15. *Additional costs apply for the following insurance enhancements: Railroad Protective Liability, Longshoreman/Harbor Workers, Federal Employers Liability Act, Job Specific Pollution Liability, or other.*
16. *OCIP / CCIP Policies including deductibles, are subject to M&H review and approval.*
17. *Any cancellation or modification of Owner or General Contractor procured Wrap Up (OCIP or CCIP) insurance will result in reimbursement to Contractor or Subcontractor tier to procure equivalent coverage. To the extent equivalent insurance is unavailable, or a gap in coverage does occur as a result of cancellation or modification, Owner or General Contractor shall reimburse contractor and/or subcontractor tier for all costs incurred for any and all claims.*
18. *This proposal includes and follows McGuire and Hester's Site Specific Covid-19 Response Protocol dated 5/6/2020. M&H's Site Safety Representative (SSR) is considered a senior member of the proposed crew. Third party Jobsite Safety Accountability Supervisor (JSAS), if required, is not included in this proposal. Overall site safety is the responsibility of the Owner, or General Contractor which includes providing adequate social distance space for M&H to productively and safely perform our work, and in accordance with CalOSHA and CDPH requirements.*
19. *During a Force Majeure or similar event (strikes, lockouts, terrorism, acts of God, pandemics, changes in law/governmental actions (tariffs or duties) there may be material, equipment, trucking and/or manpower shortages, impacts to the work, or supply chain issues. McGuire and Hester will do our best to mitigate these issues, but will not be held liable for delays, or impacts to the project schedule and/or costs associated with such impacts.*

# SEWER AUTHORITY MID-COASTSIDE

# FORCE MAIN IN MONTARA REPLACEMENT PROJECT

## Progressive Design-Build Agreement

DRAFT

**Document No. 544**
Second Edition, 2024

© Design-Build Institute of America
Washington, D.C.

DRAFT


© 2024 Design-Build Institute of America

# Progressive Design-Build Agreement

*This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification.*

DRAFT

This **AGREEMENT** is made as of the _____ day of _____ in the year of 2026, by and between the following parties, for services in connection with the Project identified below:

**OWNER:**
*(Name and address)*
**Sewer Authority Mid-Coastside**
**Rep**: Kishen Prathivadi, PE, PMP, General Manager
1000 N. Cabrillo Highway, Half Moon Bay, CA 94019
kishen@samcleanswater.org
650-726-0124 (office)

**DESIGN-BUILDER:**
*(Name and address)*
**McGuire & Hester, A California Corporation**
**Rep:** Bruce Daseking, Executive VP, Business Development
9009 Railroad Avenue, Oakland, CA 94603
bdaseking@mcguireandhester.com
510-632-7676 (phone)
510-562-5209 (fax)

**PROJECT:**
*(Include Project name and location as it will appear in the Contract Documents)*
**SAM Force Main Replacement in Montara**
San Mateo County, CA

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.


© 2024 Design-Build Institute of America

## Article 1

## Design-Builder's Services and Responsibilities

1.1 General Services.

1.1.1 Owner shall provide Design-Builder with Owner's Project Criteria describing Owner's program requirements and objectives for the Project as set forth in Exhibit A. Owner's Project Criteria shall include Owner's use, space, price, time, site, performance, and expandability requirements. Owner's Project Criteria may include conceptual documents, design specifications, design performance specifications, and other technical materials and requirements prepared by or for Owner. Design-Builder acknowledges that the Owner's Project Criteria are provided for purposes of establishing the Owner's requirements and objectives for the Project and that Design-Builder remains responsible for compliance with all applicable federal, state, and local laws, regulations, codes, permit requirements, and professional standards applicable to the design and construction of the Work.

1.1.2 If Owner's Project Criteria have not been developed prior to the execution of this Agreement, Design-Builder will assist Owner in developing Owner's Project Criteria, with such service deemed to be an additional service for which additional compensation shall be paid by Owner to Design-Builder. If Owner has developed Owner's Project Criteria prior to executing this Agreement, Design-Builder shall review and prepare a written evaluation of such criteria, including recommendations to Owner for different and innovative approaches to the design and construction of the Project. The parties shall meet to discuss Design-Builder's written evaluation of Owner's Project Criteria and agree upon what revisions, if any, should be made to such criteria. Design-Builder's review shall include identification of any apparent conflicts with applicable laws, regulations, permits, or governmental requirements known to Design-Builder.

1.2 Phased Services.

1.2.1 Phase 1 Services. Design-Builder shall perform the services of design, pricing, and other services for the Project based on Owner's Project Criteria, as may be revised in accordance with Section 1.1 hereof, as set forth in Exhibit B, Scope of Services. Design-Builder shall perform such services to the level of completion required for Design-Builder and Owner to establish the Contract Price for Phase 2 as set forth in Section 1.3 below. The Contract Price for Phase 2 shall be developed during Phase 1 on an "open-book" basis. Design-Builder's Compensation for Phase 1 Services is set forth in Section 6.1.1 herein. The level of completion required for Phase 1 Services is defined in Exhibit B, Scope of Services (either as a percentage of design completion or by defined deliverables).

1.2.2 Phase 2 Services. Design-Builder's Phase 2 services shall consist of the completion of design services for the Project, the procurement of all materials and equipment for the Project, the performance of construction services for the Project, the start-up, testing, and commissioning of the Project, and the provision of warranty services, all as further described in the Contract Price Amendment. Upon receipt of Design-Builder's proposed Contract Price for Phase 2, Owner may proceed as set forth in Section 1.3. Design-Builder shall perform the Phase 2 Services in accordance with all applicable Legal Requirements, including applicable requirements governing public works projects, prevailing wages, labor compliance, environmental mitigation measures, and permitting requirements.

1.3 Proposal. Upon completion of the Phase 1 Services and any other Basis of Design Documents upon which the parties may agree, Design-Builder shall submit a proposal to Owner (the "Proposal") for the completion of the design and construction for the Project for the Contract Price, which may be based on Lump Sum or Design-Builder's Fee and Cost of the Work with an option for a Guaranteed Maximum Price (GMP).

DRAFT

1.3.1 The Proposal shall include the following unless the parties mutually agree otherwise:

1.3.1.1 The Contract Price that may be based on a Lump Sum or Design-Builder's Fee and Cost of the Work, with an option for a GMP, which shall be the sum of:

i Design-Builder's Fee as defined in Section 6.4.1 hereof;

ii The estimated Cost of the Work as defined in Section 6.5 hereof, inclusive of any Design-Builder's Contingency as defined in Section 6.6.2 hereof; and

iii If applicable, any prices established under Section 6.1.3 hereof;

1.3.1.2 The Basis of Design Documents, which may include, by way of example, Owner's Project Criteria, which are set forth in detail and are attached to the Proposal;

1.3.1.3 A list of the assumptions and clarifications made by Design-Builder in the preparation of the Proposal, which list is intended to supplement the information contained in the drawings and specifications and is specifically included as part of the Basis of Design Documents;

1.3.1.4 The Scheduled Substantial Completion Date upon which the Proposal is based, to the extent said date has not already been established under Section 5.2.1 hereof, and a schedule upon which the Scheduled Substantial Completion Date is based and a Project Schedule for the Work;

1.3.1.5 If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;

1.3.1.6 If applicable, a schedule of alternate prices;

1.3.1.7 If applicable, a schedule of unit prices;

1.3.1.8 If applicable, a statement of Additional Services which may be performed but which are not included in the Proposal, and which, if performed, shall be the basis for an increase in the Contract Price and/or Contract Time(s);

1.3.1.9 If applicable, a Savings provision;

1.3.1.10 If applicable, Performance Incentives;

1.3.1.11 The time limit for acceptance of the Proposal; and

1.3.1.12 An Owner's permit list, a list detailing the permits and governmental approvals that Owner will bear responsibility to obtain.

1.3.1.13 The Proposal shall identify any permits, governmental approvals, utility approvals, or other third-party approvals required for completion of the Project and shall identify the party responsible for obtaining each such approval.

1.3.2 Review and Adjustment to Proposal.

1.3.2.1 After submission of the Proposal, Design-Builder and Owner shall meet to discuss and review the Proposal. If Owner has any comments regarding the Proposal or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If appropriate, Design-Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the Proposal. Owner's review, comments, or approval of the Proposal shall not constitute approval of Design-Builder's means, methods, sequencing, or professional design responsibility.

DRAFT

1.3.2.2 Acceptance of Proposal. If Owner accepts the Proposal, as may be amended by Design-Builder, the Contract Price and its basis shall be set forth in an amendment to this Agreement, when mutually agreed between the parties (Contract Price Amendment). Once the parties have agreed upon the Contract Price and Owner has issued a Notice to Proceed with Phase 2, Design-Builder shall perform the Phase 2 Services, all as further described in the Contract Price Amendment, as it may be revised.

1.3.2.3 Failure to Accept the Proposal. If Owner rejects the Proposal, or fails to notify Design-Builder in writing on or before the date specified in the Proposal that it accepts the Proposal, the Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

i Owner may suggest modifications to the Proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the Proposal shall be deemed accepted and the parties shall proceed in accordance with Section 1.3.2.2 above;

ii Owner may authorize Design-Builder to continue to proceed with the Work based on reimbursement as provided in Section 6.1.2 hereof without a Contract Price, in which case all references in this Agreement to the Contract Price shall not be applicable; or

iii Owner may terminate this Agreement for convenience in accordance with Article 8 hereof.

## Article 2

## Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments, minor changes, and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2022 Edition) ("General Conditions of Contract");

2.1.2 The Contract Price Amendment or the Proposal accepted by Owner in accordance with Section 1.3 above.

2.1.3 This Agreement, including all exhibits (list for example, performance standard requirements, performance incentive arrangements, markup exhibits, allowances, unit prices, or exhibit detailing offsite reimbursable personnel) but excluding, if applicable, the Contract Price Amendment;

2.1.4 The General Conditions of Contract;

2.1.5 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract;

2.1.6 Exhibit B, Scope of Services; and

2.1.7 The following other documents:

2.1.7.1 Exhibit A, Owners Criteria

2.1.7.2 Exhibit B, Phase 2 Supplemental Conditions;

DRAFT

2.1.7.3 Exhibit C, Insurance and Bond Requirements

2.1.7.4 Exhibit D, Non-Collusion Declaration

2.1.7.5 Guaranteed Maximum Price Proposal

2.1.7.6 Risk Register

2.1.7.7 Applicable laws, regulations, permits, and governmental approvals shall be deemed incorporated into the Contract Documents to the extent applicable to the Work.

## Article 3

## Interpretation and Intent

3.1 Design-Builder and Owner, at the time of acceptance of the Proposal by Owner in accordance with Section 1.3 hereof, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement, or if applicable, prior to Owner's acceptance of the Proposal.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after Owner's acceptance of the Proposal, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict, or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof. *(Note, the parties are strongly encouraged to establish in the Contract Price Amendment or Proposal (as applicable) the priority of the various documents comprising such exhibit or proposal.)*

3.3 Terms, words, and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 If Owner's Project Criteria contain design specifications: (a) Design-Builder is entitled to reasonably rely on the accuracy of the information represented in the design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any design performance specifications; and (b) Design-Builder shall be entitled to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification. Nothing herein relieves Design-Builder of its obligation to perform professional services in accordance with applicable standards of care, applicable codes, and governmental requirements.

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents. Nothing contained in this Agreement shall be construed as a waiver of any requirement imposed upon Owner or Design-Builder by applicable law, including requirements applicable to public agencies and public works projects

DRAFT

## Article 4

## Ownership of Work Product

4.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights, and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below. Notwithstanding the foregoing, Design-Builder grants Owner a perpetual, irrevocable, royalty-free license to use, reproduce, distribute, and modify the Work Product for purposes related to the Project, including operation, maintenance, repair, modification, replacement, completion, and future improvements to the Project.

4.2 Owner's License upon Project Completion and Payment in Full to Design-Builder. Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a perpetual license to use the Work Product in connection with Owner's occupancy of the Project, conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 4.5 herein.

4.3 Owner's License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

4.3.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party, and on the Owner's obligation to provide the indemnity set forth in Section 4.5 herein, and

4.4 Owner's License upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above. Such license shall become effective immediately upon termination due to Design-Builder default and shall not require additional payment by Owner beyond amounts properly due under the Contract Documents.

4.5 Owner's Indemnification for Use of Work Product. Owner shall not be responsible for claims arising from Design-Builder's negligent acts, errors, omissions, breach of contract, or failure to comply with applicable professional standards. To the extent permitted by law, Owner shall only be responsible for claims arising solely from Owner's unauthorized modification of Work Product after completion of the Project without involvement of Design-Builder.

## Article 5

## Contract Time

5.1 Date of Commencement. The Phase 1 Services shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed unless the parties mutually agree otherwise in writing. The

DRAFT

Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed for Phase 2 Services ("Date of Commencement") if the Proposal is accepted and the Contract Price Amendment is amended to this Agreement unless the parties mutually agree otherwise in writing.

5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of the entire Work shall be achieved no later than June 30, 2028

☒ The parties agree that the definition for Substantial Completion set forth in Section 1.2.19 of the General Conditions of Contract is hereby modified to read as follows:

"*Substantial Completion* is the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes, provided, however, that Substantial Completion shall be deemed to have been achieved no later than the date of issuance of a Temporary Certificate of Occupancy issued by the local building official, if a Temporary Certificate of Occupancy is applicable to the Project."

5.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work shall be achieved as follows: (Insert any interim milestones ("Scheduled Interim Milestone Dates") for portions of the Work with different scheduled dates for Substantial Completion.)

5.2.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.8 of the General Conditions of Contract. Design-Builder shall diligently pursue Final Completion and shall not unreasonably delay completion of punch list items, closeout documentation, testing, commissioning, record drawings, warranties, manuals, and other required deliverables.

5.2.4 All of the dates set forth in this Article 5 ("Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract. Design-Builder shall provide timely notice and supporting documentation for any request for adjustment to Contract Time in accordance with the Contract Documents.

5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 Liquidated Damages. Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by June 30, 2028 ", Design-Builder shall pay Owner ONE THOUSAND Dollars ($1,000) as liquidated damages for each day that Substantial Completion extends beyond the LD Date.

5.5 Any liquidated damages assessed pursuant to this Agreement shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties, and any other damages, whether special or consequential, and of whatsoever nature, incurred by Owner which are occasioned by any delay in achieving Substantial Completion, Interim Milestone Dates (if any), or Final Completion.

☒ Early Completion Bonus. N/A

DRAFT

5.6 Owner's Review Time. The parties have established the following maximum and minimum amount of time for Owner to review Design Submissions and the Project Schedule or any updates thereto unless the parties agree in writing otherwise.

5.6.1 Owner shall have a minimum of **14 Business** days of receipt by Owner to review all Design Submissions, the Project Schedule, and any updates thereto.

5.6.2 Owner shall review and (if applicable) provide a response to Design-Builder on all Design Submissions, the Project Schedule, and any updates thereto within **14** Business days of receipt by Owner.

5.6.3 Owner review, comment, or approval shall not relieve Design-Builder of responsibility for compliance with the Contract Documents, applicable laws, professional standards, or completeness of the Work

## Article 6

## Contract Price

6.1 Contract Price.

6.1.1 Phase 1 Services were completed under a separate contract..

6.1.2 For Phase 2 Services, Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract a contract price ("Contract Price") equal to the Lump Sum amount set forth in Section 6.2 hereof or in the Contract Price Amendment, or equal to the Design-Builder's Fee (as defined in Section 6.4 hereof) plus the Cost of the Work (as defined in Section 6.5 hereof), subject to any GMP established in Section 6.6 hereof or as set forth in the Contract Price Amendment and any adjustments made in accordance with the General Conditions of Contract.

6.1.3 For the specific Work set forth below, Owner agrees to pay Design-Builder, as part of the Contract Price, on the following basis: *(This is an optional section intended to provide the parties with flexibility to identify and price limited scope work.)*

6.2 Guaranteed Maximum Price. Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of **Thirteen Million and Two Hundred Twenty-Eight Thousand Dollars ($13,228,000)** ("Contract Price") ("Contract Price") for the Work for Phase 2 Services, subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

6.3 Markups for Changes. If the Contract Price requires an adjustment due to changes in the Work, and the cost of such changes is determined under Section 9.4.1. of the General Conditions of Contract, the following markups shall be allowed on such changes:

6.3.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of **15** percent (**Fifteen** %) of the additional costs incurred for that Change Order, plus any other markups set forth at Exhibit hereto.

6.3.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include:

☒ No additional reduction to account for Design-Builder's Fee or any other markup.

DRAFT

6.4 Design-Builder's Fee.

6.4.1 Design-Builder's Fee shall be:

☒ **Fifteen** percent (**15** %) of the Cost of the Work, as adjusted in accordance with Section 6.4.2 below.

6.4.2 Design-Builder's Fee will be adjusted as follows for any changes in the Work:

6.4.2.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of **Fifteen** percent (**15** %) of the additional Costs of the Work incurred for that Change Order.

☒ An amount equal to the sum of: (a) **Fifteen** percent (**15**%) applied to the direct costs of the net reduction (which amount will account for a reduction associated with Design-Builder's Fee.

6.5 Cost of the Work.

6.5.1 The term Cost of the Work shall mean costs reasonably incurred by Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the following:

6.5.1.1 Wages of direct employees of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site; provided, however, that the costs for those employees of Design-Builder performing design services shall be calculated on the basis of prevailing market rates for design professionals performing such services or, if applicable, those rates set forth in an exhibit to this Agreement.

6.5.1.2 Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.

6.5.1.3 Wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices. Not Applicable

6.5.1.4 Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under Sections 6.5.1.1 through 6.5.1.3 hereof.

6.5.2 Non-Reimbursable Costs. The following shall be excluded from the Cost of the Work:

6.5.2.1 Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 6.5.1.1, 6.5.1.2, and 6.5.1.3 hereof.

6.5.2.2 Overhead and general expenses, except as provided for in Section 6.5.1 hereof, or which may be recoverable for changes to the Work.

6.5.2.3 The cost of Design-Builder's capital used in the performance of the Work.

DRAFT

6.5.2.4 If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.

6.6 The Guaranteed Maximum Price.

6.6.1 Design-Builder guarantees that it shall not exceed the GMP of **THIRTEEN MILLION, TWO-HUNDRED AND TWENTY-EIGHT THOUSAND** Dollars ($13,228,000). Documents used as a basis for the GMP shall be identified in the Contract Price Amendment to this Agreement. Design-Builder does not guarantee any specific line item provided as part of the GMP and has the sole discretion to apply payment due to overruns in one line item to savings due to underruns in any other line item. Design-Builder agrees, however, that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with the Contract Documents. *(While the Contract Price Amendment will be developed in advance or concurrently with the execution of this Agreement, it is recommended that such exhibit include the items set forth in Section 1.3 above, to ensure that the basis for the GMP is well understood).*

6.6.2 The GMP **does not** include a Contingency. A contingency of **FOUR HUNDRED AND EIGHTY THOUSAND** Dollars ($**480,000**) shall be included in the Project Contingencies for the items identified in the Risk Register (Attachment 2) as Contractor's Responsibility. In addition, the Project Contingencies includes **$326,000** for items identified as Owner's Responsibility in the Risk Register and an additional **$500,000** in unanticipated costs. **The total project contingencies shall be $1,306,000.** Design-Builder shall provide Owner notice of all anticipated charges against the Contingency, and shall provide Owner as part of the monthly status report required by Section 2.1.2 of the General Conditions of Contract an accounting of the Contingency, including all reasonably foreseen uses or potential uses of the Contingency in the upcoming three (3) months. Design-Builder agrees that with respect to any expenditure from the Contingency relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, Design-Builder will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company. Design-Builder agrees that if Design-Builder is subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency. No expenditure of any contingency amount identified as Owner Responsibility shall occur without prior written approval from Owner. Design-Builder shall provide sufficient supporting documentation demonstrating the basis for each proposed contingency expenditure. Any unused contingency amounts remaining at Final Completion shall be credited to Owner unless otherwise expressly provided in the Contract Documents.

DRAFT

6.6.3 Savings.

6.6.3.1 If the sum of the actual Cost of the Work and Design-Builder's Fee (and, if applicable, any prices established under Section 6.1.3 hereof) is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall be shared as follows:

☒ **50% percent (50%)** to Design-Builder and **FIFTY percent (50%)** to Owner, except for Consultants fees which are billed on a time and materials basis, as needed.

6.6.3.2 Savings shall be calculated and paid as part of Final Payment under Section 7.4 hereof, with the understanding that to the extent Design-Builder incurs costs after Final Completion which would have been payable to Design-Builder as a Cost of the Work, the parties shall recalculate the Savings in light of the costs so incurred, and Design-Builder shall be paid by Owner accordingly. Savings shall be calculated after completion of all Work, resolution of all claims, completion of warranty obligations, and determination of all final Project costs.

6.7 Allowance Items and Allowance Values. Not applicable.

6.8 Performance Incentives. None

## Article 7

## Procedure for Payment

7.1 Payment for Preliminary Services. Design-Builder and Owner agree upon the following method for partial and final payment to Design-Builder for the services hereunder: (Insert terms.)

7.2 Contract Price Progress Payments.

7.2.1 Design-Builder shall submit to Owner on the 1st and 3rd Monday of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.2.2 Owner shall make payment within the time period required by applicable California law after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.2.3 If Design-Builder's Fee under Section 6.1 thereof is a fixed amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee.

7.3 Retainage on Progress Payments.

Owner will retain **five** percent (**5**%) of each Application for Payment from the Design-Builder's Applications for Payment pursuant to applicable state law. .

7.4 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment (less any amount the parties may have agreed to set aside for warranty work) within the time period required by applicable California law after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.5 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the rate per California state law.

7.6 Record Keeping and Finance Controls. Design-Builder acknowledges that this Agreement is to be administered on an "open book" arrangement relative to Costs of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time to time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda, and other data relating to the Work, all of which Design-Builder shall preserve for a period of five (5) years, or such longer period as required by applicable law after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, but the composition of such multiplier or markup is not subject to audit. Any lump sum agreed to by Owner and

DRAFT

Design-Builder as part of this Agreement is not subject to audit. Such records shall include records necessary to demonstrate compliance with applicable public works requirements, including prevailing wage obligations, subcontractor payments, change order costs, and reimbursable expenses. Owner's audit rights shall include the right to review supporting documentation from subcontractors and suppliers to the extent related to reimbursable costs.

## Article 8

## Termination for Convenience

8.1 If Design-Builder is terminated for convenience pursuant to Section 11.6 of the General Conditions of Contract, and the parties have agreed to a payment to Design-Builder in the case of such termination of convenience, any additional compensation shall be limited to amounts expressly permitted under the Contract Documents and applicable law. Owner shall not be obligated to pay anticipated profits, consequential damages, or unearned overhead arising from termination for convenience.

## Article 9

## Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract:

**Kishen Prathivadi, PE, PMP, General Manager**
1000 N. Cabrillo Highway, Half Moon Bay, CA 94019
kishen@samcleanswater.org
650-726-0124 (office)

Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract:

**Kishen Prathivadi, PE, PMP, General Manager**
1000 N. Cabrillo Highway, Half Moon Bay, CA 94019
kishen@samcleanswater.org
650-726-0124 (office)

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: (Identify individual's name, title, address, and telephone numbers.)

**Bruce Daseking, Executive VP, Business Development**
9009 Railroad Avenue, Oakland, CA 94603
bdaseking@mcguireandhester.com
510-632-7676 (phone)
510-562-5209 (fax)

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of

DRAFT

the General Conditions of Contract: (Identify individual's name, title, address, and telephone numbers.)

**Mauro Ortega, Underground Superintendent**
9009 Railroad Avenue, Oakland, CA 94603
mortega@mcguireandhester.com
510-570-7712 (phone)

## Article 10

## Bonds and Insurance

10.1 Insurance. Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract.

10.2 Bonds and Other Performance Security. Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security .All bonds required under the Contract Documents shall be issued by a surety admitted to transact surety business in the State of California and shall comply with applicable California law.:

Performance Bond.

☒ Required ☐ Not Required

Payment Bond.

☒ Required ☐ Not Required

Other Performance Security

☐ Required ☒ Not Required

DRAFT

## Article 11

## Other Provisions

11.1 Other provisions, if any, are as follows: (Insert any additional provisions.)

11.1.1 Wage Rates. Pursuant to provisions of the Labor Code Section 1770, et. seq., of the State of California, the Director of the Department of Industrial Relations has ascertained the prevailing rate of per diem wages of the locality in which the Work is to be performed and applicable to the Work to be done. Notice is hereby given that, pursuant to Section 1773 of the California Labor Code, the Authority has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holidays and overtime work for each craft, classification, or type of worker required to execute the work. A copy of the prevailing rate of per diem wages is on file in the office of the Authority, to which reference is hereby made and which is available to any interested party upon request, or Bidders may prefer to obtain the current prevailing rate of per diem wages directly from the California Department of Industrial Relations website (http://www.dir.ca.gov/dlsr/pwd/index.htm) or by contacting the Office of the Director - Research Unit, P.O. Box 420603, San Francisco, CA

94142, (415) 703-4774. Contractor shall post a copy of the prevailing rate of per diem wages at the job site.

Design-Builder shall comply with all applicable requirements of the California Labor Code, including requirements regarding registration with the Department of Industrial Relations, certified payroll reporting, prevailing wages, and labor compliance monitoring.

If it becomes necessary to employ a craft other than those listed in the prevailing rates, the Contractor shall notify the District immediately and the District will obtain the additional prevailing rate from the Director of the Department of Industrial Relations and the rate thus determined shall be applicable as a minimum at the time of initial employment.

This project is subject to labor compliance monitoring and enforcement by the California Department of Industrial Relations. Pursuant to Section 1720 et seq. and 1770 et seq., of the California Labor Code, the successful Bidder shall pay not less than the prevailing rate of per diem wages.

11.1.2 Minimum Wage. The wage rates set forth in the prevailing rate of per diem wages are the minimum that may be paid by the Contractor. Nothing herein contained shall be construed as preventing the Contractor from paying more than the minimum set forth. In accordance with Section 1775 of the California Labor Code, the Contractor and any subcontractors shall, as a penalty to the State or political subdivision on whose behalf a Contract is made or awarded, forfeit not more than fifty dollars ($50.00) for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing rate for any public work done under the Contract by the Contractor or by any subcontractor. Reference is made to Section 1775 of the Labor Code with respect to instances where the Contractor may be liable for a subcontractor's failure to pay prevailing wages.5

11.1.3 Unauthorized Overtime Work. In accordance with Section 1813 of the California Labor Code, the Contractor shall, as a penalty to the Authority, forfeit twenty-five dollars ($25.00) for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours, or for each calendar week in which such worker is required or permitted to work more than forty hours, in violation of Section 1810-1815 of the Labor Code. Eight hours constitutes a legal day's work.

11.1.4 Workers compensation. As required by Section 1860 of the California Labor Code, and in accordance with the provisions of Section 3700 of the Labor Code, the Contractor will be required to secure worker's compensation coverage for its employees. Prior to commencing the work, the Contractor shall execute and file with the Authority the Workers Compensation Statement set forth in the Contract Documents.

11.1.5 Apprenticeship Requirements. Contractor agrees to comply, and to require any subcontractors to comply, with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code relating to the employment of apprentices. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeship occupations. Under these sections of the Labor Code, Contractors and subcontractors must employ apprentices in apprenticeship occupations, where journeymen in the craft are employed on the public work, in a ratio of not less than one hour of apprentice labor for every five hours of labor performed by a journeymen (unless an exemption is granted in accordance with Section 1777.5), and Contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public work solely on the ground of race, religious creed, color, national origin, ancestry, sex or age, except as provided in Code 3077 of the Labor Code. Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements will be employed on public works in apprenticeship occupations. The Contractor shall furnish the Authority any and all evidence of compliance with this code section when requested

DRAFT

by the Authority. For failure to comply with Section 1777.5 of the Labor Code, the Contractor shall be subject to the penalties in Section 1777.7 of the Labor Code.

11.1.6 Public Records Compliance. Design-Builder acknowledges that Owner is a public agency subject to the California Public Records Act and other applicable transparency laws. Design-Builder shall maintain Project records in accordance with applicable law and shall cooperate with Owner in responding to requests for public records relating to the Project. Nothing herein shall require disclosure of records protected from disclosure by applicable law.

11.1.7 Compliance with Applicable Law. Design-Builder shall perform the Work in compliance with all applicable federal, state, and local laws, regulations, ordinances, permits, and governmental approvals applicable to the Project, including applicable environmental mitigation requirements incorporated into the Contract Documents.

11.2 Listing of Exhibits and documents incorporated herein:

Exhibit A – Owner's Project Criteria
Exhibit B – Scope of Services
Exhibit C – Insurance Requirements
Exhibit D – Non Collusion Affidavit
Attachment 1- Standard Form of General Conditions of Contract Between Owner and Design-Builder Guaranteed Maximum Price Proposal
Attachment 2 -Risk Register
Attachment 3 – Phase 2 Supplemental Conditions
Attachment 4 – 60% Plans & Specifications
Attachment 5 – Mitigation Monitoring Requirements
Contract Price Amendment, if any.

DRAFT

## Article 12

## Limitation of Liability

Limitation. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Design-Builder, its Design Consultants, and Subcontractors, surety (if any) and their respective officers, directors, employees, and agents, and any of them, to Owner and anyone claiming by, through, or under Owner, for any and all claims, losses, liabilities, costs, or damages whatsoever arising out of, resulting from, or in any way related to, the Project or this Agreement from any cause, including but not limited to the negligence, indemnity, professional errors or omissions, strict liability, breach of contract, or warranty (express or implied) shall not exceed ___Ten___percent (__10_%) of the Contract Price. The parties agree that specific consideration has been given by Design-Builder for this limitation and that it is deemed adequate.

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

| **OWNER:** | **DESIGN-BUILDER:** |
|---|---|
| _____ | _____ |
| *(Name of Owner)* | *(Name of Design-Builder)* |
| _____ | _____ |
| *(Signature)* | *(Signature)* |
| _____ | _____ |
| *(Printed Name)* | *(Printed Name)* |
| _____ | _____ |
| *(Title)* | *(Title)* |
| Date: _____ | Date: _____ |

DRAFT

DRAFT

# Standard Form of General Conditions of Contract Between Owner and Design-Builder

DRAFT

**Document No. 535**
Third Edition, 2022

© Design-Build Institute of America
Washington, D.C.

## Design-Build Institute of America - Contract Documents

## LICENSE AGREEMENT

**By using the DBIA Contract Documents, you agree to and are bound by the terms of this License Agreement.**

1. **License.** The Design-Build Institute of America ("DBIA") provides DBIA Contract Documents and licenses their use worldwide. You acknowledge that DBIA Contract Documents are protected by the copyright laws of the United States. You have a limited nonexclusive license to: (a) Use DBIA Contract Documents on any number of machines owned, leased or rented by your company or organization; (b) Use DBIA Contract Documents in printed form for bona fide contract purposes; and (c) Copy DBIA Contract Documents into any machine-readable or printed form for backup or modification purposes in support of your permitted use.

2. **User Responsibility.** You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from the DBIA Contract Documents. You acknowledge that you understand that the text of the DBIA Contract Documents has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You will not represent that any of the contract documents you generate from DBIA Contract Documents are DBIA documents unless (a) the document text is used without alteration or (b) all additions and changes to, and deletions from, the text are clearly shown.

3. **Copies.** You may not use, copy, modify, or transfer DBIA Contract Documents, or any copy, modification or merged portion, in whole or in part, except as expressly provided for in this license. Reproduction of DBIA Contract Documents in printed or machine-readable format for resale or educational purposes is expressly prohibited. You will reproduce and include DBIA's copyright notice on any printed or machine-readable copy, modification, or portion merged into another document or program.

4. **Transfers.** You may not transfer possession of any copy, modification or merged portion of DBIA Contract Documents to another party, except that a party with whom you are contracting may receive and use such transferred material solely for purposes of its contract with you. You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement, and any attempt to do so is void.

5. **Term.** The license is effective for one year from the date of purchase. DBIA may elect to terminate it earlier, by written notice to you, if you fail to comply with any term or condition of this Agreement.

6. **Limited Warranty.** DBIA warrants the electronic files or other media by which DBIA Contract Documents are furnished to be free from defects in materials and workmanship under normal use during the Term. There is no other warranty of any kind, expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. DBIA does not warrant that the DBIA Contract Documents will meet your requirements or that the operation of DBIA Contract Documents will be uninterrupted or error free.

7. **Limitations of Remedies.** DBIA's entire liability and your exclusive remedy shall be: the replacement of any document not meeting DBIA's "Limited Warranty" which is returned to DBIA with a copy of your receipt, or at DBIA's election, your money will be refunded. In no event will DBIA be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use DBIA Contract Documents even if DBIA has been advised of the possibility of such damages, or for any claim by any other party. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

8. **Acknowledgment.** You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions and that it will be governed by the laws of the District of Columbia. You further agree that it is the complete and exclusive statement of your agreement with DBIA which supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the subject matter of this agreement.

DRAFT

# INSTRUCTIONS

For DBIA Document No. 535 Standard Form of General Conditions of Contract Between Owner and Design-Builder (2022 Edition)

## General Instructions

| No. | Subject | Instruction |
|---|---|---|
| 1. | Standard Forms | Standard form contracts have long served an important function in the United States and international construction markets. The common purpose of these forms is to provide an economical and convenient way for parties to contract for design and construction services. As standard forms gain acceptance and are used with increased frequency, parties are able to enter into contracts with greater certainty as to their rights and responsibilities. |
| 2. | DBIA Standard Form Contract Documents | Since its formation in 1993, the Design-Build Institute of America (DBIA) has regularly evaluated the needs of Owners, Design-Builders, and other parties to the design-build process in preparation for developing its own contract forms. Consistent with DBIA's mission of promulgating best design-build practices, DBIA believes that the design-build contract should reflect a balanced approach to risk that considers the legitimate interests of all parties to the design-build process. DBIA's Standard Form Contract Documents reflect a modern risk allocation approach, allocating each risk to the party best equipped to manage and minimize that risk, with the goal of promoting best design-build practices. |
| 3. | Use of Non-DBIA Documents | To avoid inconsistencies among documents used for the same project, DBIA's Standard Form Contract Documents should not be used in conjunction with non-DBIA documents unless the non-DBIA documents are appropriately modified on the advice of legal counsel. Moreover, care should also be taken when using different editions of the DBIA Standard Form Document on the same project to ensure consistency. |
| 4. | Legal Consequences | DBIA Standard Form Contract Documents are legally binding contracts with important legal consequences. Contracting parties are advised and encouraged to seek legal counsel in completing and modifying these Documents. |
| 5. | Reproduction | DBIA hereby grants to purchasers a limited license to reproduce its Documents consistent with the License Agreement accompanying these Documents. At least two original versions of the Agreement should be signed by the parties. Any other reproduction of DBIA Documents is strictly prohibited. |
| 6. | Modifications | Effective contracting is accomplished when the parties give specific thought to their contractual goals and then tailor the contract to meet the unique needs of the project and the design-build team. For that reason, these Documents may require modification for various purposes including, for example, to comply with local codes and laws, or to add special terms. DBIA's latest revisions to its Documents provide the parties an opportunity to customize their contractual relationship by selecting various optional contract clauses that may better reflect the unique needs and risks associated with the project.<br><br>Any modifications to these Documents should be initialed by the parties. At no time should a document be re-typed in its entirety. Re-creating the document violates copyright laws and destroys one of the advantages of standard forms – familiarity with the terms. |
| 7. | Execution | It is good practice to execute two original copies of the Agreement. Only persons authorized to sign for the contracting parties may execute the Agreement. |

DRAFT


© 2022 Design-Build Institute of America

# Specific Instructions

| Section | Title | Instruction |
|---|---|---|
| General | Purpose of This Document | The General Conditions of Contract provide the terms and conditions under which the Work of the Project will be performed.<br><br>This document accompanies DBIA Document No. 525 and DBIA Document No. 530 (each referred to herein generally as "Agreement"). It may also be incorporated by reference into other related agreements, as between Design-Builder and Design Consultant, and Design-Builder and Subcontractor. |
| General | Checklist | The following Sections reference documents that are to be attached to the Agreement:<br><br>Section 3.5.1 Owner's Permit List<br>Article 5 Insurance and Bonds<br>Section 9.4.2 Unit Prices |
| 2.1.3 | Schedule | The parties are encouraged, if possible, to agree to a schedule for the execution of the Work upon execution of the Agreement or upon establishing the GMP. |
| 2.2.1 | Design Professional Services | The parties should be aware that in addition to requiring compliance with state licensing laws for design professionals, some states also require that the design professional have a corporate professional license. |
| 2.3.1 | Standard of Care for Design Professional's Services | Design-Builder's obligation is to deliver a design that meets prevailing industry standards. However, DBIA has provided the parties at Article 11 of the Agreement an optional provision whereby if Owner can identify specific performance standards that can be objectively measured, Design-Builder is obligated to design the Project to satisfy these standards if this optional provision is selected. To avoid any confusion and to ensure that the parties fully understand what their obligations are, the specific performance standards should be clearly identified and should be able to be objectively measured. Design-Builder should recognize that this is a heightened standard of care that has insurance ramifications that should be discussed with Design-Builder's insurance advisor. |
| 3.5.1 | Government Approvals and Permits | Design-Builder is responsible for obtaining all necessary permits, approvals, and licenses, except to the extent specific permits, approvals, and licenses are set forth in an Owner's Permit List, which must be attached as an exhibit to the Agreement. The parties, prior to execution of the Agreement, should discuss which permits, approvals and licenses need to be obtained for the Project and which party is in the best position to do so. |
| 5.1.1 | Design-Builder's Insurance Requirements | Design-Builder is obligated to provide insurance coverage from insurance carriers that meet the criteria set forth in the Insurance Exhibit attached to Section 10.1 of the Agreement. |
| 5.1.2 | Exclusions to Design-Build | Parties are advised that their standard insurance policies may contain exclusions for the design-build delivery method. This Section 5.1.2 requires that any such exclusions be deleted from the policy. |
| 5.2 | Owner's Insurance Requirements | Owner, in addition to providing the insurance set forth in this Section and Section 5.3, is also obligated to procure the insurance coverages for the amounts and consistent with the terms set forth in the Insurance Exhibit made part of the Agreement. |
| 5.4 | Bonds and Other Performance Security | Design-Builder is only obligated to provide bonds or other forms of performance security to the extent called for in Section 10.2 of the Agreement. |

DRAFT


© 2022 Design-Build Institute of America

| Section | Title | Instruction |
|---|---|---|
| 8.2.2 | Compensability for Force Majeure Events | The parties are provided the option in the Agreement of negotiating whether Design-Builder is entitled to compensation for Force Majeure Events. |
| 9.4.1 | Contract Price Adjustments | Unit prices, if established, shall be attached pursuant to Article 2 of the Agreement. |
| 9.4.3 | Payment/ Performance of Disputed Services | When Owner disputes Design-Builder's entitlement to a change order or disagrees with Design-Builder regarding the scope of Work, and nevertheless expects Design-Builder to perform the services, Design-Builder's cash flow and ability to complete the Work will be hampered if Owner fails to pay Design-Builder for the disputed services. This Section provides a balanced approach whereby Design-Builder is required to perform the services, but Owner is required to pay fifty percent (50%) of Design-Builder's reasonable estimated direct costs of performing such services until the dispute is settled. By so doing, Owner does not forfeit its right to deny total responsibility for payment, and Design-Builder does not give up its right to demand full payment. The dispute shall be resolved according to Article 10. |
| Article 10 | Contract Adjustments and Disputes | DBIA endorses the use of partnering, negotiation, mediation and arbitration for the prevention and resolution of disputes. The General Conditions of Contract provides for the parties' Representatives and Senior Representatives to attempt to negotiate the dispute or disagreement. If this attempt fails, the dispute shall be submitted to mandatory, non-binding mediation. Any dispute that cannot be resolved by mediation shall then be submitted to binding arbitration, unless the parties elect in the Agreement to submit their dispute to a court of competent jurisdiction. |
| 10.3.4 | Arbitration | The prevailing party in any arbitration shall receive reasonable attorneys' fees from the other party. DBIA supports this "loser pays" provision to encourage parties to negotiate or mediate their differences and to minimize the number of frivolous disputes. |
| 10.4 | Duty to Continue Performance | Pending the resolution of any dispute or disagreement, both Owner and Design-Builder shall continue to perform their respective duties under the Contract Documents, unless the parties provide otherwise in the Contract Documents. |
| 10.5 | Consequential Damages | DBIA believes that it is inappropriate for either Owner or Design-Builder to be responsible to the other for consequential damages arising from the Project. This limitation on consequential damages in no way restricts, however, the payment of liquidated damages, if any, under Article 5 of the Agreement. |
| 11.4 | Design-Builder's Right to Terminate for Cause | If Design-Builder properly terminates the Agreement for cause, it shall recover from Owner in the same way as if Owner had terminated the Agreement for convenience under Section 11.6 of the General Conditions. Owner shall pay to Design-Builder its costs, reasonable overhead and profit on the costs, and an additional payment based on a percentage of the remaining balance of the Contract Price, all as set forth in Article 8 of the Agreement. |
| 11.6.2 | Termination for Convenience: Owner's Use of Work Product | Owner should not use the Termination for Convenience clause to obtain Design-Builder's valuable design concepts and then seek lower bids from another design-builder. If Owner terminates this Agreement for its own convenience, and chooses to proceed with the Project using Design-Builder's Work Product, Owner should pay an additional sum for the use of Design-Builder's Work Product pursuant to Section 4.3 of the Agreement. |
| Article 12 | Electronic Data | Design-Builder and Owner shall agree on the software and format for the transmission of Electronic Data. Ownership of Work Product in electronic form is governed by Article 4 of the Agreement. The transmitting party disclaims all warranties with respect to the media transmitting the Electronic Data, but nothing in this Article is intended to negate duties with respect to the standard of care in creating the Electronic Data. |

DRAFT


© 2022 Design-Build Institute of America

# TABLE OF CONTENTS


| Article | Name | Page |
|---|---|---|
| Article 1 | General | 1 |
| Article 2 | Design-Builder's Services and Responsibilities | 3 |
| Article 3 | Owner's Services and Responsibilities | 7 |
| Article 4 | Hazardous Conditions and Differing Site Conditions | 9 |
| Article 5 | Insurance and Bonds | 10 |
| Article 6 | Payment | 12 |
| Article 7 | Indemnification | 14 |
| Article 8 | Time | 16 |
| Article 9 | Changes to the Contract Price and Time | 17 |
| Article 10 | Contract Adjustments and Disputes | 18 |
| Article 11 | Stop Work and Termination | 20 |
| Article 12 | Electronic Data | 23 |
| Article 13 | Miscellaneous | 24 |


DRAFT

# Article 1

## General

### 1.1 Mutual Obligations.

**1.1.1** *Owner and Design-Builder* commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

### 1.2 Basic Definitions.

**1.2.1** *Agreement* refers to the executed contract between Owner and Design-Builder under DBIA Document No. 544, *Standard Form of Progressive Design-Build Agreement* (2022 Edition ).

**1.2.2** *Basis of Design Documents* are as follows: For DBIA Document No. 544, *Standard Form of Progressive Design-Build Agreement*, the Basis of Design Documents are Owner's Project Criteria, Design-Builder's Proposal, and the Deviation List, if any.

**1.2.3** *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

**1.2.4** *Day* or *Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

**1.2.5** *Design-Build Team* is comprised of Design-Builder, Design Consultant, and key Subcontractors identified by Design-Builder.

**1.2.6** *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of Design Consultant, but is retained by Design Consultant or employed or retained by anyone under contract to Design Consultant to furnish design services required under the Contract Documents.

**1.2.7** *Design Submission* means any and all documents, shop drawings, electronic information, including computer programs and computer generated materials, data, plans, drawings, sketches, illustrations, specifications, descriptions, models, and other information developed, prepared, furnished, delivered or required to be delivered by, or for, Design-Builder.

**1.2.8** *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

**1.2.9** *Force Majeure Events* are those events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

**1.2.10** *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2022 Edition).

**1.2.11** *GMP Exhibit* means that exhibit attached to DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee With an Option for a Guaranteed Maximum Price*, which exhibit will have been agreed upon by Owner and Design-Builder prior to

DRAFT

the execution of the Agreement.

**1.2.12** *GMP Proposal* or *Proposal* means that proposal developed by Design-Builder in accordance with Section 6.6 of DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder, Cost Plus Fee With an Option for a Guaranteed Maximum* Price or with Section 2.3 of DBIA Document No. 544, *Progressive Design-Build Agreement,* or DBIA Document No. 545, *Progressive Design-Build Agreement for Water and Wastewater Projects.*

**1.2.13** *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

**1.2.14** *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

**1.2.15** *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.

**1.2.16** *Site* is the land or premises on which the Project is located.

**1.2.17** *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

**1.2.18** *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

**1.2.19** *Substantial Completion* or *Substantially Complete* means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes.

**1.2.20** *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

DRAFT

# Article 2

## Design-Builder's Services and Responsibilities

### 2.1 General Services.

**2.1.1** Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

**2.1.2** Unless the parties agree on a different time period for submission of a status report,

Design-Builder shall provide Owner with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule; (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution; (iii) whether health and safety issues exist in connection with the Work; (iv) status of the contingency account to the extent provided for in the *Standard Form of Agreement Between Owner and Design-Builder Guaranteed Maximum Price*; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s). Status reports shall be submitted with Design-Builder's draft Payment Applications as a pre-requisite to payment.

**2.1.3** Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

**2.1.4** The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

## 2.2 Design Professional Services.

**2.2.1** Design-Builder shall, consistent with applicable state licensing laws, including the California Architects Practice Act, Professional Engineers Act, and applicable regulations governing licensed design professionals, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

**2.2.2** Design-Builder shall employ only Design Consultants and/or Design Subconsultants who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Prior to the date that Design Consultants and/or Design Subconsultants perform Work on the Project, Design-Builder shall identify in writing to Owner all Design Consultants and Design Subconsultants. To the extent that Design-Builder has not selected a Design Consultant or Design Subconsultant prior to performing the Work, Design-Builder shall provide Owner in writing a list of any subsequently added Design Consultants and/or Design Subconsultants and their scope of Work prior to their performing Work on the Project. Owner may reasonably object to Design-Builder's selection of any Design Consultant or Design Subconsultant, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance. Design-Builder shall not substitute a listed Design Consultant or Subconsultant without obtaining Owner's prior written consent; such consent shall not be unreasonably withheld. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant or Design Subconsultant, including but not limited to any third-party beneficiary rights.

## 2.3 Standard of Care for Design Professional Services.

DRAFT

**2.3.1** The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the applicable profession practicing under similar conditions at the same time and locality of the Project.

**2.4 Design Development Services.**

**2.4.1** Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim Design Submissions that Owner may wish to review, which interim Design Submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements.

**2.4.1.1** Design Submissions shall be consistent with the Owner's Project Criteria as well as the Basis of Design Documents, as the Basis of Design Documents may have been changed or supplemented through the design process set forth in this Section 2.4.1. By submitting Design Submissions, Design-Builder represents to the Owner that the Work depicted and otherwise shown, contained, or reflected in Design Submissions may be constructed in compliance with the then current Contract Price and Contract Time. Notwithstanding the above, Design-Builder may propose Design Submissions that may alter the Basis of Design Documents, the Contract Price and/or Contract Time; however, Design-Builder must provide notice thereof in accordance with Article 10 of the General Conditions and obtain a Change Order before such proposed Design Submissions are incorporated into the Construction Documents.

**2.4.1.2** On or about the time of the Design Submissions, Design-Builder and Owner shall meet and confer about the Design Submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted Design Submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.2.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim Design Submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

**2.4.1.3** Owner shall review and respond to Design Submissions, providing any comments and/or concerns about the Design Submissions. Owner shall provide all comments on the Design Submissions within the time provided by the Contract Documents. Design-Builder shall revise the Design Submissions (and any other deliverables) in response to Owner's comments and incorporate said responses into the next submission of Design Submissions.

**2.4.1.4** If incorporation of Owner's comments results in a design that is inconsistent with or otherwise gives rise to a change in Owner's Project Criteria, the Basis of Design Documents, the Contract Price and/or the Contract Time, Design-Builder shall provide notice thereof in accordance with Articles 9 and 10 of the General Conditions. Changes to the Basis of Design Documents, the Contract Price and/or the Contract Time, including those that are deemed minor changes, shall be processed in accordance with Article 9 of the General Conditions.

**2.4.2** Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim Design Submissions, as such submissions may have been modified in a design review meeting and recorded in the meeting minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner

DRAFT

prior to commencement of construction.

**2.4.3** Owner's review and approval of interim Design Submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim Design Submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner. Design-Builder shall provide Owner with sufficient time in the Project Schedule to review and approve the Design Submissions.

**2.4.4** To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim Design Submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

**2.5 Legal Requirements.**

**2.5.1** Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements. Design-Builder shall, and shall require its Subcontractors and Sub-Subcontractors to, comply with all applicable California public works requirements, including without limitation prevailing wage requirements, apprenticeship requirements, contractor registration requirements, certified payroll requirements, and all requirements applicable to public works contractors and subcontractors.

**2.5.2** The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in Legal Requirements enacted after the date of the Agreement affecting the performance of the Work. If a Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

**2.6 Government Approvals and Permits.**

**2.6.1** Except as identified in an Owner's Permit List attached as an exhibit to the Agreement, Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

**2.6.2** Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

**2.7 Design-Builder's Construction Phase Services.**

**2.7.1** Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

**2.7.2** Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

**2.7.3** Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work and who are properly registered with the California Department of Industrial

DRAFT

Relations when required by Labor Code Section 1725.5 consistent with the Contract Documents. Prior to the date that Subcontractors perform Work on the Project, Design-Builder shall identify in writing to Owner all Subcontractors. To the extent that Design-Builder has not selected a Subcontractor prior to performing the Work, Design-Builder shall provide Owner in writing a list of any subsequently added Subcontractors prior to their performing Work on the Project. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance. Design-Builder may not substitute listed Subcontractors without Owner's prior written consent; such consent shall not be unreasonably withheld.

**2.7.4** Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

**2.7.5** Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

**2.7.6** Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

## 2.8 Design-Builder's Responsibility for Project Safety.

**2.8.1** Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting; (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site; and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

**2.8.2** Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

**2.8.3** Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters; and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from

DRAFT

their performance of the Work.

**2.9 Design-Builder's Warranty.**

**2.9.1** Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

**2.10 Correction of Defective Work.**

**2.10.1** Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any special warranty included in the Contract Documents.

**2.10.2** Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

**2.10.3** The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

DRAFT

# Article 3

## Owner's Services and Responsibilities

**3.1 Duty to Cooperate.**

**3.1.1** Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

**3.1.2** Owner shall provide timely reviews and approvals of interim Design Submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

**3.1.3** Owner shall give Design-Builder timely notice of any Work that Owner notices to be


© 2022 Design-Build Institute of America

defective or not in compliance with the Contract Documents.

**3.2 Furnishing of Services and Information.**

**3.2.1** Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Builder's information and use the following, all of which Design-Builder is entitled to rely upon in performing the Work:

**3.2.1.1** Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

**3.2.1.2** Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

**3.2.1.3** Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

**3.2.1.4** A legal description of the Site;

**3.2.1.5** To the extent available, record drawings of any existing structures at the Site; and

**3.2.1.6** To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

**3.2.2** Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

**3.3 Financial Information.**

**3.3.1** At Design-Builder's written request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. Nothing in this Section shall require Owner to disclose confidential financial information, information protected from disclosure by law, information subject to attorney-client privilege, or information inconsistent with applicable requirements governing public agencies, including the California Public Records Act. If Owner fails to furnish such financial information in a timely manner, Design-Builder may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

**3.3.2** Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

**3.4 Owner's Representative.**

**3.4.1** Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf

DRAFT

of Owner.

**3.5 Government Approvals and Permits.**

**3.5.1** Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees set forth in Owner's Permit List attached as an exhibit to the Agreement.

**3.5.2** Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

**3.6 Owner's Separate Contractors.**

**3.6.1** Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with and coordinate their activities so as not to interfere with Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

DRAFT

## Article 4

## Hazardous Conditions and Differing Site Conditions

**4.1 Hazardous Conditions.**

**4.1.1** Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

**4.1.2** Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

**4.1.3** Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless; and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

**4.1.4** Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

**4.1.5** To the fullest extent permitted by law, Owner shall indemnify and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including reasonable attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

**4.1.6** Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for

Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

**4.2 Differing Site Conditions.**

**4.2.1** Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work, are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

**4.2.2** Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

DRAFT

## Article 5

## Insurance and Bonds

**5.1 Design-Builder's Insurance Requirements.**

**5.1.1** Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in the Insurance Exhibit to the Agreement. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in the Agreement.

**5.1.2** Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

**5.1.3** Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents; and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days' prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment is reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by Design-Builder with reasonable promptness according to Design-Builder's information and belief.

**5.4 Bonds and Other Performance Security.**

**5.4.1** If Owner requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Supplemental Conditions to the Agreement. For public works projects, Design-Builder shall furnish payment and performance bonds in the form and amounts


© 2022 Design-Build Institute of America

required by applicable California law, including the requirements of the California Public Contract Code.

**5.4.2** All bonds furnished by Design-Builder shall be in a form satisfactory to Owner, as provided in EXHIBIT C of the Agreement. Payment bonds shall comply with applicable California statutory requirements, including all required notices, conditions, and rights of claimants under California law. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.

# Article 6

## Payment

**6.1 Schedule of Values.**

**6.1.1** Unless required by Owner upon execution of this Agreement, within ten (10) days of execution of the Agreement, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts; (ii) include values for all items comprising the Work; and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

**6.1.2** Owner will timely review and approve the schedule of values so as not to delay the submission of Design-Builder's first application for payment. Owner and Design-Builder shall timely resolve any differences so as not to delay Design-Builder's submission of its first application for payment.

**6.2 Monthly Progress Payments.**

**6.2.1** On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof. For public works projects, Design-Builder's Application for Payment shall include all documentation required by the Contract Documents and applicable law, including documentation reasonably necessary to demonstrate compliance with prevailing wage, certified payroll, apprenticeship, and subcontractor payment obligations.

**6.2.2** The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location; (ii) the equipment and materials are protected by suitable insurance; and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

**6.2.3** All discounts offered by Subcontractors, Sub-Subcontractors, and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

**6.2.4** The Application for Payment shall constitute Design-Builder's representation that the Work described therein has been performed consistent with the Contract Documents, has progressed to

DRAFT

the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

**6.3 Withholding of Payments.**

**6.3.1** On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, as otherwise permitted by the Contract Documents or applicable law, including applicable California public works requirements, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

**6.3.2** Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

**6.4 Right to Stop Work and Interest.**

**6.4.1** If Owner fails to pay timely Design-Builder any undisputed amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof only to the extent permitted by applicable law and after compliance with all notice and cure requirements set forth in the Contract Documents and applicable law. All payments due and unpaid shall bear interest at the rate set forth in the Agreement.

**6.5 Design-Builder's Payment Obligations.**

**6.5.1** Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder shall comply with all applicable California public works payment obligations, including obligations relating to payment of subcontractors, suppliers, prevailing wages, certified payroll reporting, and apprenticeship requirements. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

**6.6 Substantial Completion.**

**6.6.1** Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof; (ii) the remaining items of Work that have to be completed before final payment; (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment; and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

DRAFT

**6.6.2** Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, subject to the retention limitations and release requirements applicable to California public works projects, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

**6.6.3** Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above; (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project; and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

**6.7 Final Payment.**

**6.7.1** After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved Final Completion.

**6.7.2** At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

**6.7.2.1** An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests , except for claims submitted in accordance with applicable California public works claims procedures;

**6.7.2.2** A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except for claims submitted in accordance with applicable California public works claims procedures and, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

**6.7.2.3** Consent of Design-Builder's surety, if any, to final payment;

**6.7.2.4** All operating manuals, warranties and other deliverables required by the Contract Documents; and

**6.7.2.5** Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

**6.7.3** Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests; (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion; and (iii) the terms of any special warranties required by the Contract Documents.

**6.7.4** Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the punch list if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

DRAFT

# Article 7

## Indemnification

**7.1 Patent and Copyright Infringement.**

**7.1.1** Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

**7.1.2** If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright; or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

**7.1.3** Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner; or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

**7.1.4** The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement of violation of any patent or copyright.

**7.2 Tax Claim Indemnification.**

**7.2.1** If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner shall indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's directive. Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely.

**7.3 Payment Claim Indemnification.**

**7.3.1** Provided that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or payment claims, stop payment notices, bond claims, or other claims for payment brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will

DRAFT

have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

**7.4 Design-Builder's General Indemnification.**

**7.4.1** Except as set forth in Section 7.4.2 below, Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for non-party bodily injury, sickness or death and non-party property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

**7.4.2** For indemnity obligations that arise from professional errors and omissions, Design-Builder, to the fullest extent permitted by law, shall indemnify Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for non-party bodily injury, sickness, or death and non-party property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

**7.4.3** If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligations set forth in Sections 7.4.1 and 7.4.2 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

**7.5 Owner's General Indemnification.**

**7.5.1** Owner, to the fullest extent permitted by law, shall indemnify and hold harmless Design-Builder and any of Design-Builder's officers, directors, and employees, from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of Owner, Owner's separate contractors or anyone for whose acts any of them may be liable.

**7.6 Limited Recourse.**

**7.6.1** None of the obligations set forth in this Agreement (on behalf of any party) constitute personal obligations of any natural persons who are the officers, shareholders, members, partners, employees, or agents of any party unless the natural person is expressly identified as a contracting party. All Parties to this Agreement shall not seek recourse against any natural person described herein. This provision, however, shall not protect such natural persons from liability for willful misconduct, illegal acts or intentional violation of any duty of corporate loyalty.

# Article 8

## Time

**8.1 Obligation to Achieve the Contract Times.**

**8.1.1** Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement.

DRAFT

**8.2 Delays to the Work.**

**8.2.1** If Design-Builder is delayed on the critical path in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.

**8.2.2** In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price subject to compliance with the notice, documentation, and claims procedures set forth in the Contract Documents and applicable California law, provided, however, that the Contract Price shall not be adjusted for Force Majeure Events unless otherwise provided in the Agreement.

# Article 9

## Changes to the Contract Price and Time

**9.1 Change Orders.**

**9.1.1** A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

**9.1.1.1** The scope of the change in the Work;

**9.1.1.2** The amount of the adjustment to the Contract Price; and

**9.1.1.3** The extent of the adjustment to the Contract Time(s).

**9.1.2** All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

**9.1.3** If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

**9.2 Work Change Directives.**

**9.2.1** A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

**9.2.2** Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

**9.3 Minor Changes in the Work.**

**9.3.1** Minor changes in the Work do not involve an adjustment in the Contract Price and/or

DRAFT

Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

**9.4 Contract Price Adjustments.**

**9.4.1** The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

**9.4.1.1** Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

**9.4.1.2** A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

**9.4.1.3** Costs, fees and any other markups set forth in the Agreement; or

**9.4.1.4** If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement.

**9.4.2** If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

**9.4.3** If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the cost to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services; and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work. Nothing in this Section shall constitute a waiver of any statutory claims procedure applicable to California public works contracts.

**9.5 Emergencies.**

**9.5.1** In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

DRAFT

# Article 10

## Contract Adjustments and Disputes

### 10.1 Requests for Contract Adjustments and Relief.

**10.1.1** If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. Except to the extent a different procedure is required by applicable California law or the Contract Documents governing public works claims written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. The claimant shall provide more complete information with respect to the claim within fourteen (14) days of the initial notice. The more complete information shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

### 10.2 Dispute Avoidance and Resolution.

**10.2.1** The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

**10.2.2** Design-Builder and Owner shall first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless Owner and Design-Builder mutually agree otherwise.

**10.2.3** If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

**10.2.4** If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by Owner and Design-Builder and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation. Representatives of the parties with authority to resolve the dispute shall be present at any mediation.

### 10.3 California Public Contract Code Section 9204.

DRAFT

Notwithstanding any other provision of the Contract Documents, any claim by Design-Builder that is subject to California Public Contract Code section 9204 shall be administered and resolved in accordance with the requirements of that statute. The parties acknowledge that the procedures established by Public Contract Code section 9204 are mandatory to the extent applicable and shall supplement the claims procedures set forth in the Contract Documents. Nothing contained herein shall be construed to waive, modify, or limit any rights or obligations established by Public Contract Code section 9204..

**10.3.1** Unless expressly authorized in the Agreement and permitted by applicable California law, disputes not resolved pursuant to Section 10.2 shall be resolved in a court of competent jurisdiction located in the county in which the Project is located. If arbitration is expressly authorized by the Agreement, such arbitration shall be conducted in accordance with applicable California law.

**10.3.2** Reserved.**10.3.4** Each party shall bear its own attorneys' fees except to the extent otherwise provided by the Contract Documents or applicable law.

**10.4 Duty to Continue Performance.**

**10.4.1** Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations for undisputed amounts to Design-Builder as well as any further amounts pursuant to Section 9.4.3, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

**10.5 CONSEQUENTIAL DAMAGES.**

**10.5.1** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

**10.5.2** The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages or lost early completion bonus, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Design-Builder for some damages that might otherwise be deemed to be consequential.

DRAFT

# Article 11

## Stop Work and Termination

**11.1 Owner's Right to Stop Work.**

**11.1.1** Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

**11.1.2** Design-Builder may submit a Change Order Request or Claim pursuant to the Contract Documents seeking an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner. Any adjustment shall be determined in accordance with the Contract Documents and applicable California law.

**11.2 Owner's Right to Perform and Terminate for Cause.**

**11.2.1** If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

**11.2.2** Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

**11.2.3** Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expenses shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, only to the extent recoverable under applicable California law or otherwise expressly authorized by the Contract Document, incurred by Owner in connection with the reprocurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

**11.2.4** If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Section 11.6 hereof.

**11.3 Design-Builder's Right to Stop Work.**

**11.3.1** Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

**11.3.1.1** Owner's failure to provide financial assurances as required under Section 3.3 hereof; or

**11.3.1.2** Owner's failure to pay amounts properly due under Design-Builder's Application for Payment.

**11.3.2** Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. Design-Builder shall

DRAFT

not stop work unless it provides such written notice and Owner has failed to cure the reason for default within the seven (7) day cure period. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

**11.4 Design-Builder's Right to Terminate for Cause.**

**11.4.1** Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

**11.4.1.1** The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

**11.4.1.2** Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

**11.4.1.3** Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

**11.4.2** Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

**11.5 Bankruptcy of Owner or Design-Builder.**

**11.5.1** If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

**11.5.1.1** The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

**11.5.1.2** The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

DRAFT

**11.5.2** The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

**11.6 Termination for Convenience.**

**11.6.1** Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

11.6.1.1 All Work executed and for proven loss, cost or expense in connection with the Work;

11.6.1.2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

11.6.1.3 The amount set forth in Article 8 of the Agreement. Compensation payable pursuant to this Section shall not include damages for anticipated profits on Work not performed except to the extent expressly provided in Article 8 of the Agreement.

**11.6.2** If Owner terminates this Agreement pursuant to Section 11.6.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 of the Agreement. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4 of the Agreement.

DRAFT

## Article 12

## Electronic Data

**12.1 Electronic Data.**

**12.1.1** The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

**12.2 Transmission of Electronic Data.**

**12.2.1** Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

**12.2.2** Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted,

generated or interpreted.

**12.2.3** By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

### 12.3 Electronic Data Protocol.

**12.3.1** The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

**12.3.2** Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

**12.3.3** The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information or data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

**12.3.4** The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or abrogate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

DRAFT

## Article 13

## Miscellaneous

### 13.1 Confidential Information.

**13.1.1** Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.

**13.1.2** Notwithstanding anything to the contrary contained in the Contract Documents, Owner is a public agency subject to the California Public Records Act (Government Code section 7920.000 et seq.). Design-Builder acknowledges that records submitted to Owner may constitute public records subject to disclosure unless exempt from disclosure under applicable law. Nothing contained in the Contract Documents shall require Owner to withhold records or information where disclosure is required by applicable law. If Design-Builder contends that any submitted

records are exempt from disclosure, Design-Builder shall clearly identify such records and the basis for the claimed exemption. Owner shall have no obligation to assert or defend any claimed exemption on behalf of Design-Builder.

**13.2 Assignment.**

**13.2.1** Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

**13.3 Successorship.**

**13.3.1** Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

**13.4 Governing Law.**

**13.4.1** The Agreement and all Contract Documents shall be governed by the laws of the State of California, without giving effect to its conflict of law principles.

**13.5 Severability.**

**13.5.1** If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

**13.6 No Waiver.**

**13.6.1** The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

**13.7 Headings.**

**13.7.1** The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

**13.8 Notice.**

**13.8.1** Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice; (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement; (iii) if transmitted by facsimile, by the time stated in a machine-generated confirmation that notice was received at the facsimile number of the intended recipient; or (iv) by electronic mail, upon transmission to the electronic mail address designated in the Agreement, provided the sender does not receive notice that the transmission was not successfully delivered.

**13.9 Amendments.**

**13.9.1** The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

DRAFT

**13.10 Compliance with California Public Contracting Laws.**

The parties acknowledge that this Agreement is subject to all applicable provisions of the California Public Contract Code, Government Code, Labor Code, and other applicable state laws governing public works and public contracting. To the extent any provision of the Contract Documents conflicts with mandatory provisions of California law, the applicable California law shall control and the Contract Documents shall be interpreted and enforced to comply therewith.

DRAFT

The license for use of this document expires 1 year from the date of purchase.
To renew your license, visit store.dbia.org.

Questions? We're here to help.

# Contact us

DRAFT

**Design-Build Institute of America**
1001 Pennsylvania Ave. NW, Suite 410
Washington, DC 20004

(202) 682-0110
dbia@dbia.org


© 2022 Design-Build Institute of America

# PHASE 2 SUPPLEMENTAL CONDITIONS

Phase 2 Supplemental Condition

These Supplemental Conditions amend or supplement DBIA Document No. 535, Standard Form of General Conditions of Contract Between Owner and Design-Builder (Third Edition, 2022). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplemental Conditions have the meanings stated in the General Conditions. Additional terms defined in these Supplemental Conditions have the meaning indicated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC-" added thereto.

## ARTICLE 5 – INSURANCE AND BONDS

### 5.1 Design-Builder's Insurance Requirements.

**SC- 5.1.4** Design-Builder shall provide the following Surety Bonds:

1. Performance bond
2. Payment bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the Performance Bond does not so provide, or in the event the warranty period specified in the contract is for longer than one year, a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

**SC- 5.4.3 FAITHFUL PERFORMANCE BOND**
As a part of the execution of the Contract, the Design-Builder shall furnish a Bond of an admitted surety insurer to secure the Faithful Performance of the Work under the Contract, which Bond shall be in a sum of not less than one hundred percent (100%) of the total amount payable by the terms of the Contract. The required form of the Faithful Performance Bond is provided as Exhibit C of the agreement.

**SC-5.4.4 PAYMENT BOND**
As a part of the execution of the Contract, the Design-Builder shall furnish a Bond of an admitted surety insurer, in the sum of not less than one hundred percent (100%) of the total amount payable by the terms of the Contract, to secure the payment in full of all persons, companies, or corporations who perform labor upon or furnish materials, tools, or equipment to be used in the work under the Contract, in accordance with the provisions of Chapter 5, Title 3, Part 6, Division 4, commencing at Section 9550, of the

DRAFT

California Civil Code, and any acts amendatory thereof, and shall by its terms inure to the benefit of all persons, companies, or corporations authorized under Section 9100 of the California Civil Code to assert a claim against a payment bond so as to give a right of action to that person or that person's assigns in an action to enforce the liability on the bond. The required form of the Payment Bond is provided as Exhibit C of the agreement.

**SC-5.4.6 SURETY COMPANIES WAIVE RIGHT TO NOTIFICATION**

The surety companies shall familiarize themselves with all of the conditions and provisions of the Contract, and they waive the right of special notification of any change or modification of the Contract or of extension of time or of decreased or increased work, or of the cancellation of the Contract, or of any other act of acts by the Owner or its authorized agents, under the terms of the Contract; and failure to so notify the sureties of changes shall in no way relieve the surety companies of their obligation under the Contract.

**SC-5.4.7 WORKERS COMPENSATION STATEMENT**

As part of the execution of the Contract, the Design-Builder shall furnish a signed statement certifying the Design-Builder is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code.

DRAFT

**ARTICLE 13 – MISCELLANEOUS**

**SC-13.10 PUBLIC OUTREACH**

Contractor will cooperate with the Public Outreach and Communications Consultant to provide accurate and up-to-date information for the project construction as follows:

1) Provide updated construction schedule to Communications Consultant at least 3 weeks in advance of construction activities requiring outreach.
2) Complete review and response to draft outreach materials within 2 business days.
3) Post, hang, mount and/or construct construction signage at designated construction staging areas. Ensure signage is maintained in good condition for duration of construction contract.
4) Copy, update and distribute outreach materials provided by the District in advance of construction activities as directed by the District as follows.

a) Project Signage – In place at initiation of construction mobilization and prior to equipment or materials staging. Utilization and display of Project A-Frame signage at each end of the construction work zone within unobstructed view of pedestrian and automobile traffic.

b) Doorhangers – provided to property owners no later than 3 days prior to construction activities impacting property ingress/egress or with visual, noise, or dust/air particulate impacts to properties.

5) Direct its staff and subcontractors to utilize District Project Signage (A-Frames), Project Magnets, Project Website, and Project Email Address for any inquiries from the public.
6) Direct its staff and subcontractors to forward all press/media outlet inquiries to the District and Communications Consultant.
7) Alert District, Project Team and Communications Consultant within 2 hours to any escalated interactions with members of the public/property owners, interactions with press/media outlets, property damage or emergencies impacting project work.

DRAFT

**OVERALL OPERATIONS BUDGET SUMMARY**
**(Includes: Administrative Services, Treatment, Environmental Compliance, and Infrastructure)**

| | | FY 2024/25 ACTUAL | FY 2025/26 ADOPTED | FY 2025/26 PROJECTED | FY 26/27 PROPOSED | VARIANCE FY26/27 versus FY25/26 | |
|---|---|---|---|---|---|---|---|
| | **EXPENDITURES** | | | | | Over/(Under) | |
| | Personnel | | | | | | |
| 1 | Wages | 1,770,658 | 1,786,300 | 1,799,105 | 1,906,100 | 119,800 | 7% |
| 2 | Premium Pay | 166,455 | 144,100 | 142,859 | 172,000 | 27,900 | 19% |
| 3 | Health Benefits | 306,074 | 354,596 | 334,360 | 400,750 | 46,154 | 13% |
| 4 | Retirement Cont. | 762,068 | 541,000 | 544,707 | 591,400 | 50,400 | 9% |
| 5 | Retiree Med/OPEB | 36,364 | 44,960 | 42,713 | 62,850 | 17,890 | 40% |
| 6 | Misc. Benefits | 103,703 | 110,856 | 102,986 | 112,050 | 1,194 | 1% |
| 7 | Subtotal | 3,145,322 | 2,981,812 | 2,966,729 | 3,245,150 | 263,338 | 9% |
| | Non-Personnel | | | | | | |
| 8 | Legal Services | 237,120 | 235,000 | 173,818 | 200,000 | (35,000) | (15%) |
| 9 | Engineering Services | 254,378 | 150,243 | 155,347 | 160,800 | 10,557 | 7% |
| 10 | Professional Services | 863,526 | 909,600 | 1,065,516 | 965,625 | 56,025 | 6% |
| 11 | Prof. Memberships | 88,269 | 60,001 | 75,269 | 76,200 | 16,199 | 27% |
| 12 | Insurance Premiums | 236,925 | 249,982 | 255,390 | 265,000 | 15,018 | 6% |
| 13 | Misc. Expenses | 117,100 | 86,566 | 122,960 | 120,800 | 34,234 | 40% |
| 14 | Utilities | 750,671 | 806,297 | 816,601 | 839,300 | 33,003 | 4% |
| 15 | Travel & Training | 51,386 | 57,011 | 57,396 | 64,400 | 7,389 | 13% |
| 16 | Equipment Rental | 25,756 | 27,875 | 22,674 | 29,300 | 1,425 | 5% |
| 17 | Bldg & Maint Services | 166,137 | 148,100 | 132,108 | 176,000 | 27,900 | 19% |
| 18 | Chemicals | 403,961 | 445,863 | 338,720 | 470,000 | 24,137 | 5% |
| 19 | Permits & Licenses | 60,014 | 55,997 | 59,283 | 62,100 | 6,103 | 11% |
| 20 | Supplies | 96,304 | 120,178 | 124,058 | 128,450 | 8,272 | 7% |
| 21 | Equipment | 12,587 | 12,741 | 15,487 | 417,000 | 404,259 | 3173% |
| 22 | Infrastructure (***) | 3,389,937 | 3,645,000 | 4,024,505 | 12,750,000 | 9,105,000 | 250% |
| 23 | Claims/Penalties (**) | - | 80,000 | 70,000 | 85,000 | 5,000 | 6% |
| 25 | Subtotal | 6,754,068 | 7,090,454 | 7,509,133 | 16,809,975 | 9,719,521 | 137% |
| 26 | **TOTAL** | **9,899,390** | **10,072,266** | **10,475,862** | **20,055,125** | **9,982,859** | **99%** |
| | **REVENUE** | | | | | | |
| | **By Type:** | | | | | | |
| 27 | JPA Assessments | 9,276,973 | 9,942,231 | 9,942,231 | 19,923,588 | 9,981,357 | 100% |
| 28 | NDWSCP Fees | 61,609 | 60,035 | 50,639 | 53,037 | (6,998) | (12%) |
| 31 | Interest Earnings | 81,566 | 70,000 | 83,210 | 78,500 | 8,500 | 12% |
| 32 | Misc. Revenue | 387,448 | - | 59,745 | - | - | - |
| 34 | **REVENUE TOTAL** | **9,807,596** | **10,072,266** | **10,135,825** | **20,055,125** | **9,982,859** | **99%** |
| | **By Agency:** | | | | | | |
| 35 | Half Moon Bay | 5,642,255 | 5,989,200 | 5,989,200 | 12,189,251 | 6,200,051 | 104% |
| 36 | Granada CSD | 1,766,336 | 1,873,116 | 1,873,116 | 3,628,085 | 1,754,969 | 94% |
| 37 | Montara WSD | 1,868,383 | 2,079,915 | 2,079,915 | 4,106,251 | 2,026,336 | 97% |
| 38 | **TOTAL** | **9,276,974** | **9,942,231** | **9,942,231** | **19,923,588** | **9,981,357** | **100%** |

POTENTIAL MID-YEAR BUDGET ADJ. 5/6/2026

**ADMINISTRATIVE SERVICES**
**By Category**

| | | FY 2024/25 ACTUAL | FY 2025/26 ADOPTED | FY 2025/26 PROJECTED | FY 26/27 PROPOSED | VARIANCE FY26/27 versus FY25/26 | Over/(Under) |
|---|---|---|---|---|---|---|---|
| | **EXPENDITURES** | | | | | | |
| | Personnel | | | | | | |
| 1 | Wages | 666,317 | 629,300 | 634,063 | 661,100 | 31,800 | 5% |
| 2 | Premium Pay | 18,903 | 11,000 | 13,432 | 16,000 | 5,000 | 45% |
| 3 | Health Benefits | 87,403 | 88,985 | 71,871 | 79,500 | (9,485) | (11%) |
| 4 | Retirement Cont. | 340,271 | 93,000 | 54,354 | 57,700 | (35,300) | (38%) |
| 5 | Retiree Med/OPEB | 28,400 | 13,500 | 17,509 | 28,100 | 14,600 | 108% |
| 6 | Misc. Benefits | 29,693 | 28,800 | 20,948 | 18,800 | (10,000) | (35%) |
| 7 | Subtotal | 1,170,987 | 864,585 | 812,177 | 861,200 | (3,385) | (0%) |
| | Non-Personnel | | | | | | |
| 8 | Legal Services | 237,120 | 235,000 | 173,818 | 200,000 | (35,000) | (15%) |
| 9 | Engineering Services | 20,698 | - | - | | - | - |
| 10 | Professional Services | 220,751 | 226,164 | 283,075 | 252,025 | 25,861 | 11% |
| 11 | Prof. Memberships | 77,201 | 46,515 | 61,210 | 62,000 | 15,485 | 33% |
| 12 | Insurance Premiums | 236,925 | 249,982 | 255,390 | 265,000 | 15,018 | 6% |
| 13 | Misc. Expenses | 95,965 | 64,590 | 86,090 | 92,700 | 28,110 | 44% |
| 14 | Utilities | 27,621 | 34,250 | 21,653 | 22,300 | (11,950) | (35%) |
| 15 | Travel & Training | 8,586 | 5,335 | 7,403 | 6,600 | 1,265 | 24% |
| 16 | Equipment Rental | 8,294 | 7,875 | 8,101 | 8,300 | 425 | 5% |
| 17 | Bldg & Maint Services | 33,150 | 34,131 | 46,200 | 47,000 | 12,869 | 38% |
| 18 | Chemicals | - | - | - | - | - | - |
| 19 | Permits & Licenses | - | - | - | - | - | - |
| 20 | Supplies | 10,738 | 12,844 | 16,936 | 13,600 | 756 | 6% |
| 21 | Equipment | - | 2,637 | 5,087 | 6,000 | 3,363 | 128% |
| 22 | Infrastructure | - | - | - | - | - | - |
| 23 | Claims/Penalties | - | 10,000 | 10,000 | 10,000 | - | 0% |
| 25 | Subtotal | 977,048 | 929,322 | 974,963 | 985,525 | 56,203 | 6% |
| 26 | **TOTAL** | **2,148,035** | **1,793,907** | **1,787,140** | **1,846,725** | **52,818** | **3%** |

| | | FY 2024/25 ACTUAL | FY 2025/26 ADOPTED | FY 2025/26 PROJECTED | FY 26/27 PROPOSED | VARIANCE FY26/27 versus FY25/26 | |
|---|---|---|---|---|---|---|---|
| | **REVENUE** | | | | | | |
| | **By Type:** | | | | | | |
| 27 | JPA Assessments | 1,839,212 | 1,723,907 | 1,723,907 | 1,768,225 | 44,318 | 3% |
| 28 | Other Revenue | 5,537 | - | - | - | - | - |
| 31 | Interest Earnings | 81,566 | 70,000 | 83,210 | 78,500 | 8,500 | 12% |
| 32 | Misc. Revenue - Grant | 387,448 | - | 59,745 | - | - | - |
| 34 | **REVENUE TOTAL** | **2,313,762** | **1,793,907** | **1,866,862** | **1,846,725** | **52,818** | **3%** |
| | **By Agency:** | | | | | | |
| 35 | Half Moon Bay | 1,118,609 | 1,038,482 | 1,038,482 | 1,081,800 | 43,318 | 4% |
| 36 | Granada CSD | 350,186 | 324,784 | 324,784 | 321,994 | (2,790) | (1%) |
| 37 | Montara WSD | 370,417 | 360,641 | 360,641 | 364,431 | 3,790 | 1% |
| 38 | **TOTAL** | **1,839,212** | **1,723,907** | **1,723,907** | **1,768,225** | **44,318** | **3%** |

POTENTIAL MID-YEAR BUDGET ADJ. 8/6/2026

**TREATMENT**
**By Category**

| | | FY 2024/25 ACTUAL | FY 2025/26 ADOPTED | FY 2025/26 PROJECTED | FY 26/27 PROPOSED | VARIANCE FY26/27 versus FY25/26 | |
|---|---|---|---|---|---|---|---|
| | **EXPENDITURES** | | | | | Over/(Under) | |
| | Personnel | | | | | | |
| 1 | Wages | 1,061,123 | 1,114,500 | 1,121,792 | 1,200,000 | 85,500 | 8% |
| 2 | Premium Pay | 145,533 | 131,000 | 127,357 | 153,000 | 22,000 | 17% |
| 3 | Health Benefits | 211,797 | 257,600 | 255,723 | 312,800 | 55,200 | 21% |
| 4 | Retirement Cont. | 396,008 | 424,000 | 460,673 | 501,200 | 77,200 | 18% |
| 5 | Retiree Med/OPEB | 7,897 | 30,785 | 24,543 | 34,000 | 3,215 | 10% |
| 6 | Misc. Benefits | 71,597 | 78,641 | 79,357 | 89,800 | 11,159 | 14% |
| 7 | Subtotal | 1,893,954 | 2,036,526 | 2,069,445 | 2,290,800 | 254,274 | 12% |
| | Non-Personnel | | | | | | |
| 8 | Legal Services | - | - | - | - | - | - |
| 9 | Engineering Services | 233,680 | 150,243 | 155,347 | 160,800 | 10,557 | 7% |
| 10 | Professional Services | 555,548 | 579,127 | 667,594 | 601,600 | 22,473 | 4% |
| 11 | Prof. Memberships | 11,068 | 13,486 | 14,059 | 14,200 | 714 | 5% |
| 12 | Insurance Premiums | - | - | - | - | - | - |
| 13 | Misc. Expenses | 21,069 | 21,976 | 36,713 | 28,100 | 6,124 | 28% |
| 14 | Utilities | 723,050 | 772,047 | 794,948 | 817,000 | 44,953 | 6% |
| 15 | Travel & Training | 42,510 | 51,171 | 49,743 | 57,200 | 6,029 | 12% |
| 16 | Equipment Rental | 17,462 | 20,000 | 14,574 | 21,000 | 1,000 | 5% |
| 17 | Bldg & Maint Services | 132,987 | 113,969 | 85,908 | 129,000 | 15,031 | 13% |
| 18 | Chemicals | 400,476 | 442,363 | 334,158 | 465,000 | 22,637 | 5% |
| 19 | Permits & Licenses | 60,014 | 55,997 | 59,283 | 62,100 | 6,103 | 11% |
| 20 | Supplies | 67,189 | 84,336 | 84,352 | 89,850 | 5,514 | 7% |
| 21 | Equipment | 10,361 | 10,104 | 10,400 | 411,000 | 400,896 | 3968% |
| 22 | Infrastructure | 1,311 | - | 860,238 | - | - | - |
| 23 | Claims/Penalties | - | 70,000 | 60,000 | 75,000 | 5,000 | 7% |
| 25 | Subtotal | 2,276,725 | 2,384,819 | 3,227,318 | 2,931,850 | 547,031 | 23% |
| 26 | **TOTAL** | **4,170,680** | **4,421,345** | **5,296,763** | **5,222,650** | **801,305** | **18%** |

POTENTIAL MID-YEAR BUDGET ADJ. 8/6/2025

| | | FY 2024/25 ACTUAL | FY 2025/26 ADOPTED | FY 2025/26 PROJECTED | FY 26/27 PROPOSED | VARIANCE FY26/27 versus FY25/26 | |
|---|---|---|---|---|---|---|---|
| | **REVENUE** | | | | | | |
| | **By Type:** | | | | | | |
| 27 | JPA Assessments | 4,185,865 | 4,361,311 | 4,361,311 | 5,169,613 | 808,302 | 19% |
| 28 | NDWSCP Fees | 56,072 | 60,035 | 50,639 | 53,037 | (6,998) | (12%) |
| 31 | Interest Earnings | - | - | - | - | - | - |
| 32 | Misc. Revenue | - | - | - | - | - | - |
| 34 | **REVENUE TOTAL** | **4,241,937** | **4,421,346** | **4,411,950** | **5,222,650** | **801,304** | **18%** |
| | **By Agency:** | | | | | | |
| 35 | Half Moon Bay | 2,545,843 | 2,627,254 | 2,627,254 | 3,162,769 | 535,515 | 20% |
| 36 | Granada CSD | 796,989 | 821,671 | 821,671 | 941,387 | 119,716 | 15% |
| 37 | Montara WSD | 843,033 | 912,386 | 912,386 | 1,065,457 | 153,071 | 17% |
| 38 | **TOTAL** | **4,185,865** | **4,361,311** | **4,361,311** | **5,169,613** | **808,302** | **19%** |

## ENVIRONMENTAL COMPLIANCE
### By Category

| | | FY 2024/25 ACTUAL | FY 2025/26 ADOPTED | FY 2025/26 PROJECTED | FY 26/27 PROPOSED | VARIANCE FY26/27 versus FY25/26 | |
|---|---|---|---|---|---|---|---|
| | **EXPENDITURES** | | | | | Over/(Under) | |
| | Personnel | | | | | | |
| 1 | Wages | 43,219 | 42,500 | 43,250 | 45,000 | 2,500 | 6% |
| 2 | Premium Pay | 2,019 | 2,100 | 2,070 | 3,000 | 900 | 43% |
| 3 | Health Benefits | 6,875 | 8,011 | 6,766 | 8,450 | 439 | 5% |
| 4 | Retirement Cont. | 25,789 | 24,000 | 29,680 | 32,500 | 8,500 | 35% |
| 5 | Retiree Med/OPEB | 67 | 675 | 661 | 750 | 75 | 11% |
| 6 | Misc. Benefits | 2,413 | 3,415 | 2,680 | 3,450 | 35 | 1% |
| 7 | Subtotal | 80,380 | 80,701 | 85,107 | 93,150 | 12,449 | 15% |
| | Non-Personnel | | | | | | |
| 8 | Legal Services | - | - | - | - | - | - |
| 9 | Engineering Services | - | - | - | - | - | - |
| 10 | Professional Services | 87,226 | 104,309 | 114,847 | 112,000 | 7,691 | 7% |
| 11 | Prof. Memberships | - | - | - | - | - | - |
| 12 | Insurance Premiums | - | - | - | - | - | - |
| 13 | Misc. Expenses | 66 | - | 157 | - | - | - |
| 14 | Utilities | - | - | - | - | - | - |
| 15 | Travel & Training | 290 | 505 | 250 | 600 | 95 | 19% |
| 16 | Equipment Rental | - | - | - | - | - | - |
| 17 | Bldg & Maint Services | - | - | - | - | - | - |
| 18 | Chemicals | 3,486 | 3,500 | 4,562 | 5,000 | 1,500 | 43% |
| 19 | Permits & Licenses | - | - | - | - | - | - |
| 20 | Supplies | 18,376 | 22,998 | 22,770 | 25,000 | 2,002 | 9% |
| 21 | Equipment | 2,226 | - | - | - | - | - |
| 22 | Infrastructure | - | - | - | - | - | - |
| 23 | Claims/Penalties | - | - | - | - | - | - |
| 25 | Subtotal | 111,670 | 131,312 | 142,586 | 142,600 | 11,288 | 9% |
| 26 | **TOTAL** | **192,050** | **212,013** | **227,693** | **235,750** | **23,737** | **11%** |

| | | FY 2024/25 ACTUAL | FY 2025/26 ADOPTED | FY 2025/26 PROJECTED | FY 26/27 PROPOSED | VARIANCE FY26/27 versus FY25/26 | |
|---|---|---|---|---|---|---|---|
| | **REVENUE** | | | | | | |
| | **By Type:** | | | | | | |
| 27 | JPA Assessments | 251,896 | 212,013 | 212,013 | 235,750 | 23,737 | 11% |
| 28 | NDWSCP Fees | - | - | - | - | - | - |
| 31 | Interest Earnings | - | - | - | - | - | - |
| 32 | Misc. Revenue | - | - | - | - | - | - |
| 34 | **REVENUE TOTAL** | **251,896** | **212,013** | **212,013** | **235,750** | **23,737** | **11%** |
| | **By Agency:** | | | | | | |
| 35 | Half Moon Bay | 153,203 | 127,717 | 127,717 | 144,232 | 16,515 | 13% |
| 36 | Granada CSD | 47,961 | 39,943 | 39,943 | 42,930 | 2,987 | 7% |
| 37 | Montara WSD | 50,732 | 44,353 | 44,353 | 48,588 | 4,235 | 10% |
| 38 | **TOTAL** | **251,896** | **212,013** | **212,013** | **235,750** | **23,737** | **11%** |

POTENTIAL MID-YEAR BUDGET ADJ. 3/6/2026

**INFRASTRUCTURE**
**By Category**

| | | FY 2024/25 ACTUAL | FY 2025/26 ADOPTED | FY 2025/26 PROJECTED | FY 26/27 PROPOSED | VARIANCE FY26/27 versus FY25/26 | |
|---|---|---|---|---|---|---|---|
| | **EXPENDITURES** | | | | | Over/(Under) | |
| | Personnel | | | | | | |
| 1 | Wages | - | - | - | - | - | - |
| 2 | Premium Pay | - | - | - | - | - | - |
| 3 | Health Benefits | - | - | - | - | - | - |
| 4 | Retirement Cont. | - | - | - | - | - | - |
| 5 | Retiree Med/OPEB | - | - | - | - | - | - |
| 6 | Misc. Benefits | - | - | - | - | - | - |
| 7 | Subtotal | - | - | - | - | - | - |
| | Non-Personnel | - | - | - | - | | |
| 8 | Legal Services | - | - | - | - | - | - |
| 9 | Engineering Services | - | - | - | - | - | - |
| 10 | Professional Services | - | - | - | - | - | - |
| 11 | Prof. Memberships | - | - | - | - | - | - |
| 12 | Insurance Premiums | - | - | - | - | - | - |
| 13 | Misc. Expenses | - | - | - | - | - | - |
| 14 | Utilities | - | - | - | - | - | - |
| 15 | Travel & Training | - | - | - | - | - | - |
| 16 | Equipment Rental | - | - | - | - | - | - |
| 17 | Bldg & Maint Services | - | - | - | - | - | - |
| 18 | Chemicals | - | - | - | - | - | - |
| 19 | Permits & Licenses | - | - | - | - | - | - |
| 20 | Supplies | - | - | - | - | - | - |
| 21 | Equipment | - | - | - | - | - | - |
| 22 | Infrastructure (A) | 3,388,625 | 3,645,000 | 3,164,267 | 12,750,000 | 9,105,000 | 250% |
| 23 | Claims/Penalties | - | - | - | - | - | - |
| 25 | Subtotal | 3,388,625 | 3,645,000 | 3,164,267 | 12,750,000 | 9,105,000 | 250% |
| 26 | **TOTAL** | **3,388,625** | **3,645,000** | **3,164,267** | **12,750,000** | **9,105,000** | **250%** |

| | | FY 2024/25 ACTUAL | FY 2025/26 ADOPTED | FY 2025/26 PROJECTED | FY 26/27 PROPOSED | VARIANCE FY26/27 versus FY25/26 | |
|---|---|---|---|---|---|---|---|
| | **REVENUE** | | | | | | |
| | **By Type:** | | | | | | |
| 27 | JPA Assessments | 3,000,000 | 3,645,000 | 3,645,000 | 12,750,000 | 9,105,000 | 250% |
| 28 | NDWSCP Fees | - | - | - | - | - | - |
| 31 | Interest Earnings | - | - | - | - | - | - |
| 32 | Misc. Revenue | - | - | - | - | - | - |
| 34 | **REVENUE TOTAL** | **3,000,000** | **3,645,000** | **3,645,000** | **12,750,000** | **9,105,000** | **250%** |
| | **By Agency:** | | | | | | |
| 35 | Half Moon Bay | 1,824,600 | 2,195,748 | 2,195,748 | 7,800,450 | 5,604,702 | 255% |
| 36 | Granada CSD | 571,200 | 686,718 | 686,718 | 2,321,775 | 1,635,057 | 238% |
| 37 | Montara WSD | 604,200 | 762,534 | 762,534 | 2,627,775 | 1,865,241 | 245% |
| 38 | **TOTAL** | **3,000,000** | **3,645,000** | **3,645,000** | **12,750,000** | **9,105,000** | **250%** |

(A) Breakdown is as follows:

$3,650,000 Sewer Force Main in Montara; $450,000 Effluent Pumps; $100,000 Montara Pump Station, Pump #1; $50,000 Portola Pump Station, Pump #1; $8,500,000 Mid-Year Budget Adjustment.

POTENTIAL MID-YEAR BUDGET ADJ. 8/6/2026

August 12, 2026

Greetings City Council Members,

I write in anticipation of the Council reviewing the City Council Rules of Procedure and Decorum document, which I will refer to as Rules. I had previously written asking about written communications to the Council. My message was forwarded to the City Attorney, who indicated that the Rules may be reviewed and updated in the near future, possibly as soon as this month. If that is the case, please add this letter to the written comments for the appropriate agenda item.

I would like to propose the following modifications or additions regarding written public comment for City Council Agenda items. I acknowledge that since I'm relatively new to the City of Half Moon Bay (as of the January 2025), it's possible that some of these things are already done, so bear with me.

The current Rules states that members of the public are encouraged to submit written comments before council meetings. It also states that the deadline for the receipt of written communications for inclusion in an Agenda packet is 5:00 p.m. the Wednesday before a Council meeting. The Rules further state that City policy is to complete and distribute the Agenda by the preceding Friday of a Council meeting. This poses a problem for members of the public who wish to provide written comment on Agenda items because they don't know what the Agenda items are by the Wednesday deadline for written communications.

Of course, this doesn't prevent members of the public from submitting written comment after the Agenda has been published, but my understanding is that such comments won't be included in an amended Agenda. Therefore, I suggest the following additions to City Council procedures:

• Public comment received by the Wednesday before a Council meeting will be included in the initial Agenda packet, published by Friday. (I believe this is already being done.) Such public comment will be identified per Agenda item as a link to the relevant document in the Agenda packet.

• Additional written comment received after Wednesday will be published in amended Agendas. This would include all written comment received until a reason cutoff time. In the previous city in which I lived (Saratoga, California), the cutoff was noon on the day of a Council meeting. If any public comment was received by the cutoff (and after the Agenda was initially published), then the Agenda would be amended and published on the City's website before the Council meeting.

In cases involving controversial Agenda items, the Agenda could be amended more than once: E.g., on Monday to included public comment received by then, and on Tuesday to include any additional public comment received.

I realize that publishing an amended Agenda including written public comment poses an additional burden on City staff, but I strongly believe that the value of transparency is worth the

additional effort. I know that in the case of Saratoga, there was some pushback from staff when this was proposed, but once it was implemented, it quickly became expected by the public and *de rigueur*. It became an important method for the public to communicate with City Council and other members of the public on Agenda items.

• Written public comment on Agenda items should be identified as a separate appendix or supplement for the associated Agenda item, with a link to the comments document for online viewing. I believe this is already done for written comment received by the Wednesday deadline, but the same should apply for written comment received after Wednesday. An example of this type of appendix is in Agenda Item 5.A of the August 5, 2026, Planning Commission Agenda.

• If an Agenda is amended to include public comment for an Agenda item multiple times, then it should be shown as multiple appendices or supplements, one for each time public comment was added to the Agenda.

• If an Agenda is amended to include public comment, then the Agenda will indicate at the top that it is amended and will state the nature of the amendment (e.g., "August 6, 2026—Added written public comment to Agenda item x"). This may already be done for amended Agendas.

• Separately from the above, I would like to see a public comment form accessible from the City Council page of the City's website. The Council page would have something like "Send a message to all City Council Member," which when clicked would bring up a form in which you would specify your name, email address, subject, and comments. Comments submitted this way would be automatically distributed to all Council members by email, as well as to the City Clerk for inclusion in Agendas, if appropriate.

• Lastly, the same amended Agenda process should be applied to *any* written materials received after the Wednesday deadline for the initial Agenda packet. This includes all staff presentations for Agenda items, for instance. This means that such presentations need to be completed by noon of the day of a Council meeting, which seems reasonable for providing the public (and Council members!) the opportunity to review such material before Council meetings. Again, this may already be done.

Thank you for your consideration.

Curt Bianchi

I Support the Church

From: mark massara [redacted]

To: Bridget Jett

Fri 8/7/2026 10:04 AM

Dear City,

Please add me to the list of those who oppose the Cycle 6 Housing Element / LCP Implementation Plan and Revised Zoning Map.

Among other things I support the Church and don't appreciate the City attempting to use Church property to provide housing. That is a sham designed to fake compliance with housing laws with everyone knowing full well the housing will never be realized.

Instead, the City should be analyzing and including real housing opportunities, and the many open undeveloped areas throughout the City that are excellent areas for future development, including increasing density in the partially developed Pacific Ridge project, the Podesta fields, Beachwood, and the Surf Beach and Dunes tracts.

The continued legacy of numerous ill conceived PUDs throughout the City is the primary reason the City is in violation of state housing laws, not a lack of available space. In other words, the continued non-compliance is willful and deliberate. Using fake development goals like Church properties is shameful, and should be stricken asap. The only way to positively impact the housing crises is to actually build more housing, not simply talk about it or carry on like building a few units downtown is going to make a difference.

Thank you,

Mark Massara
[redacted]
HMB CA

James Benjamin
[redacted] Avenue
Half Moon Bay, CA 94019
September 16, 2025

Agenda Item 8E
(corrected)

CITY OF HALF MOON BAY

SEP 16 2025

RECEIVED

The Honorable Robert Brownstone, Mayor
and Council of The City of Half Moon Bay
501 Main Street
Half Moon Bay, CA 94019

Dear Mayor Brownstone and Council Members:

I support the City Manager's recommendation to adopt the resolution discussed in this item. I write to discuss the interaction between the SR 1 N modifications and the adjacent watershed. This short letter is my effort to share my up-to-the-minute hydrologic understanding with the City and the public.

The segment of SR 1 that is the subject of this resolution passes through an area whose hydrology was dangerously transformed by ambitious but poorly thought-out development that placed neighborhoods in an alluvial plain. The watershed transformations interacting with this SR 1 project are, in a nutshell:

(1) The attached mid-20th-century Soil Conservation District map documents agricultural channels In the upland slopes above the developed terrace that conduct waters from north to south across a watershed boundary. Most of these waters eventually arrive at the Kehoe Watercourse.
(2) A channel intercepts waters draining from the spillway of the Dykstra (now Pacific Ridge) impoundment and the undeveloped upper Grandview Terrace. It drains into a large V-channel that conducts water south of Grandview Terrace, into an inlet at Pacific Ave., under SR 1 and into the Kehoe Watercourse. Two other impoundments in the watershed are opaquely managed.
(3) Water from the mid-sixties Kehoe Estate development was directed toward the same channel parallel to Kehoe Avenue that was never intended to handle runoff through other areas. Saturated soils reveal subterranean waterways likely buried by farming on parcels to the south. These waterways exfiltrate water into the now-entrenched channel.
(4) The late-60s removal of a Frontage road "hump" (likely historic watershed boundary)
(5) Two 18" culverts installed in the late 60's receive surface flow from SR 1 and Frontage Road and intercepts water transiting SR 1 in a culvert near Casa del Mar Drive. These waters would have passed through lands that are now the Casa del Mar subdivision (see attached map). These waters are instead redirected south along the Frontage Rd. and into the Kehoe Watercourse.
(6) Waters falling on Kehoe Estates and Casa del Mar travel southwest in gutters to Pilarcitos Ave., where they are collected in a 24" storm culvert that delivers the flows to the now-failed outfall southwest of Kehoe Avenue into the historic natural drainage area near SAM.
(7) Waters shed by the open lands on both sides of the Grandview Terrace subdivision and Sea Haven subdivision (and perhaps Sea Haven itself) are directed into the Kehoe Watercourse.
(8) Waters from the City-owned (neé Beachwood and Glencree) parcels drain into an unpermitted below-grade culvert in the Caltrans right-of-way that accelerates the Kehoe Watercourse flow.

Late-sixties City Engineer Frank Pisano warned his city council that the channel was unsustainable, and City Attorney Stan Norton warned against diverting natural flows, followed by City Engineer Barry Roth's effort to enlarge and reinforce watercourse to handle waters from what he termed the "Grandview –

Kehoe watershed" which also included the watershed from Sea Haven, El Mar and subdivisions envisioned for the future. When a 1975 assessment district to fund the project was rejected by the Coastal Commission as growth-inducing and a federal funding bid for a revised and more narrowly-scoped project failed, the City dropped its efforts until the late nineties, when it pursued poorly analyzed piecemeal projects, the last of which was the 2009 vegetation removal project that led to our dispute.

The root problem with these projects is that they analyzed the problem too narrowly, and missed:

(1) SAM flood risk. They inexplicably ignored the impacts of all this water from the mammoth watercourse on State Park land adjacent to Pilarcitos Creek and the SAM plant, SAM experts studying the 2022 New Year's Eve storm (a 37-year event) noted that the Kehoe Watercourse contributes significantly to the risk of overtopping of berms around SAM. Accelerating the flows aggravates that hazard, particularly if upper watershed impoundments were overtopped.
(2) Erosion in the channelized reach was recognized in the late 60s and mid-00s. City officials have more recently acknowledged dramatic erosion in the unconsolidated alluvial soils in the reach starting at the western end of Kehoe Ave. It was this erosion that undermined the Pilarcitos Avenue outfall, and threatens the geologic foundations of my neighbors' and my own home.
(3) Ponding underneath foundations. Many homes in the Casa del Mar and Kehoe neighborhoods have sumps under their homes to evacuate pooling groundwater into street gutters to be delivered to the failed outfall and / or into the septic lines contributing to I & I at SAM.
(4) Biological and geomorphic impacts, including the desiccation of wetlands on both sides of SR 1, a widened riparian corridor, silted wetland, and risk to streamside structures.

To make these flows safe, a competent watershed-level study is needed to sustainably retain, detain and divert and spread waters to open space with no threat to lives or structures. **Some of this might involve alteration of culverts placed under SR 1 and removal of unpermitted hardscape and culverts in the SR 1 right-of-way**. But until we conduct a competent study, we won't understand where and even if the number and locations of culverts under Highway 1 should be changed, and how much water storage is needed to compensate for swale / vegetation losses to make room for the bike/pedestrian trails.

I was forced to hire Martin Trso of Balance Geo (like trusted City consultant Mark Jennings) to address the unpermitted 2009 project that has damaged the riparian corridor and City infrastructure, and threatens more. I hope that you will make a priority of using ~~advantaging~~ his remarkable modeling skills and knowledge of this watershed. The techniques will be needed across our city and our region.

My compensation for writing is the hope that the City will soon get the best available advice, and that this letter is received in the spirit of collaboration in which it is written.

Thank you for your consideration of my comments.

Sincerely,

Jimmy Benjamin

CC: Matthew Chidester, City Manager
Attachments

(Joins sheet 7)




(Joins sheet 11)

0 ½ 1 Mile Scale 1:15840 0 5000 Feet

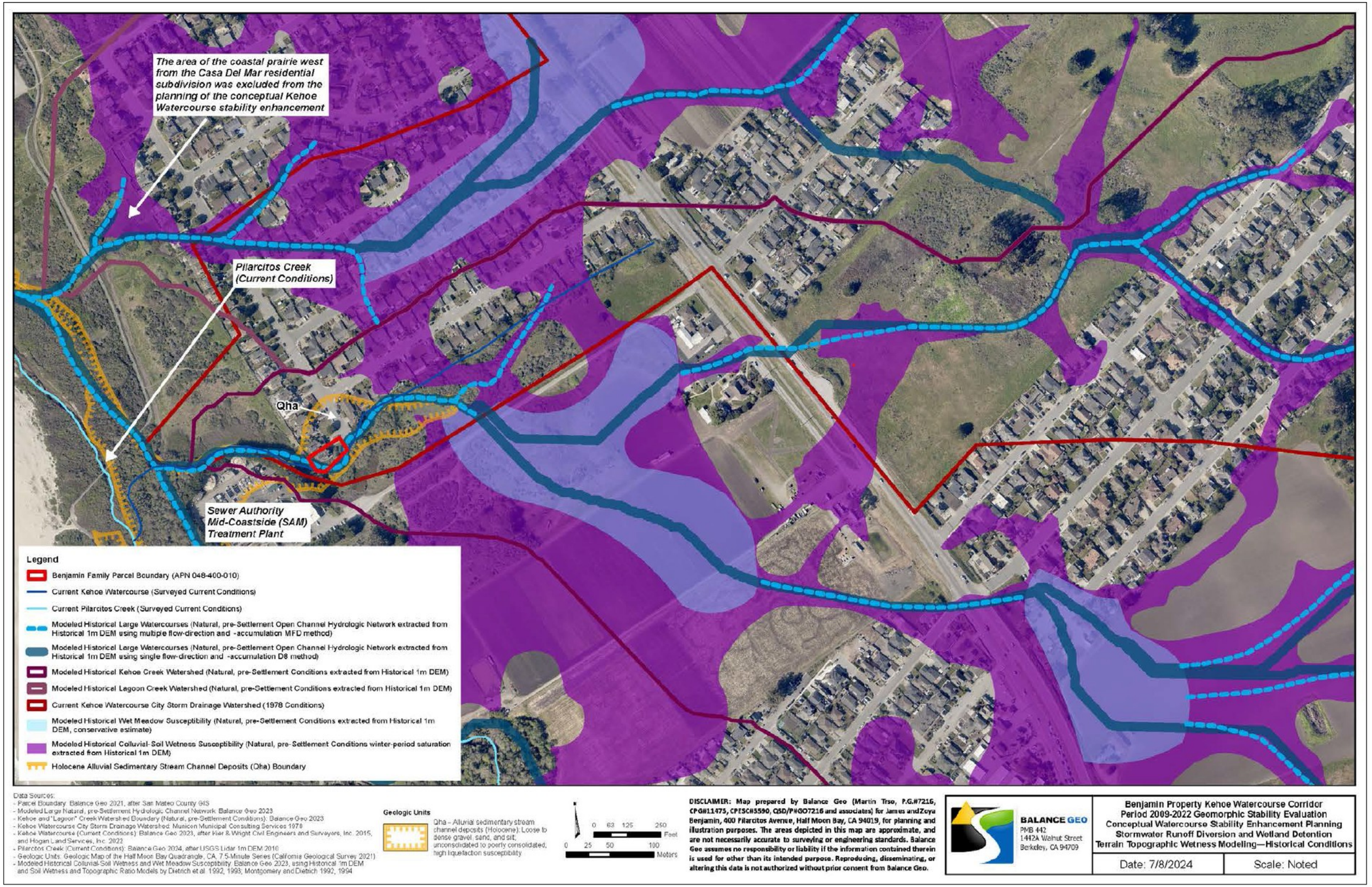



**Figure 3-20.** Natural terrain topographic tendency to seasonal water storage (wetlands, wet meadows) under the historical, pre-Settlement conditions.

**From:** James Benjamin [redacted]
**Subject:** FW: Public comment on agenda Items 11.C, 9.G, and 11.B on the 18 August 2026 meeting of the City Council
**Date:** August 14, 2026 at 1:55 PM
**To:** Maggie Rodriguez mRodriguez@halfmoonbay.gov

JB

[CAUTION]: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Maggie,

For the public record. 😊

- Jimmy

---

**From:** James Benjamin [redacted]
**Sent:** Friday, August 14, 2026 1:53 PM
**To:** 'Debbie Ruddock' <DRuddock@hmbcity.com>; 'DPenrose@hmbcity.com' <DPenrose@hmbcity.com>; 'Paul Nagengast' <pnagengast@hmbcity.com>; 'RBrownstone@hmbcity.com' <RBrownstone@hmbcity.com>; 'pjonsson@halfmoonbay.gov' <pjonsson@halfmoonbay.gov>
**Cc:** 'Matthew Chidester' <MChidester@hmbcity.com>; 'Dale Leda' <dleda@hmbcity.com>
**Subject:** Public comment on agenda Items 11.C, 9.G, and 11.B on the 18 August 2026 meeting of the City Council

[redacted] Avenue
Half Moon Bay, CA 94019

The Honorable Deborah Ruddock and Council Members
The City of Half Moon Bay
501 Main Street
Half Moon Bay, CA 94019

14 August 2026

Dear Mayor Ruddock and Members of the City Council:

Because I hope to be out of state next week, please accept the following written public comment on three items from your 18 August 2026 City Council agenda.

1. Item 11.C Highway 1 – North (CIP Project No. 538) Design Amendment No. 8

   The agenda report describes supplementary work performed by a consultant including additional planning for drainage and stormwater quality. The agenda report notes the requested Council acceptance of amendment 8 does not change the presently approved scope of work. Attachment 2 to the report provides an estimate for utility certification, and encroachment permitting services.

   As you may recall, a contractor for the former owner of the Beachwood/Glencree parcels (now owned by the City) installed an unpermitted below-grade culvert system that receives surface flow and exfiltrates subsurface flows from that property. This diminishes the property's wetlands, prevents subsurface flows from traveling west to nourish wetlands between Highway 1 and Pilarcitos Creek, and injects additional flashy flows into the abrading Kehoe Watercourse. This contributes to erosion

flashy flows into the abrading Kehoe Watercourse. This contributes to erosion, sedimentation and the risk of overtopping of the berm protecting the SAM Plant.

I have discussed these issues with council members and staff, and included this matter in written comments on a west-of-SR 1 BRE dated Jun 26, 2023, and more recently in a September 15, 2025 letter (attached) concerning the Highway 1 – North project. As you can see from the following email exchange with Community Development Director Lacko, it is also in the record of public comment for revision of the Safety Element.

I suggested the inclusion of a pipe transit SR 1 for excessive accumulation of water (i.e., threatening to exceed the capacity of the swale after accounting for absorption and evapotranspiration) on the east side of Highway 1. Flows arriving on the west side of SR 1 would nourish degraded wetlands and reach expanded stormwater detention / retention / wetlands, gradually reaching Pilarcitos Creek as subsurface flows.

Please share with the public precisely what revisions to the Highway 1 – North project are proposed with respect to drainage, water quality, encroachment and permitting. In the bad old days, such a proposed revisions could be an effort to paper over unpermitted work that violates coastal resource protection or hazard avoidance policies in the LCP. If that were the case I am sure you would withhold any support until this aspect of the project were revised to comply with the LCLUP.

Perhaps the project now incorporates a capped pipe transiting SR 1 north of the Kehoe Watercourse (exclusively) for the watershed restoration project when plans become clear. If not, could the scope be efficiently revised to incorporate it?

Also, is the “amendment 9” on page 2 of the Mark Thomas letter a typo error that should read “amendment 8”? If not, what is amendment 9?

2. Item 9.G Authorization to apply for California Infrastructure and economic development bank financing

Of course grants and planned CIP expenditures are preferable, but I support the staff recommendation, as it seems like an appropriate facility for financing several projects the City may be compelled to pay for but cannot afford.

3. Item 11.B Consideration of Amendments to City Council Rules of Procedure and Decorum

I sympathize with the challenge of considering and responding to late comments; I would just ask that you consider the perspective of members of the public trying to respond constructively to an agenda report containing ambiguities or simplifications that must be resolved before a meaningful response can be prepared.

If the agenda report (such as this week’s) is published Thursday night before a Tuesday meeting, and City Hall is closed on Friday, then the public’s earliest chance to obtain clarity from staff is the day before the Council meeting – *if* staff can respond that day. After receiving clarification, a complex yet constructive comment may take more than one day to research and draft. But that comment is likely to be discounted as “after 2 p.m. on the day of the meeting” and relegated to more perfunctory consideration.

If the agenda reports were published, say, ten days before the meeting, the public would have sufficient time to prepare careful responses to the City well ahead of scheduled meetings. I am not suggesting that staff work harder to get the reports out; I am suggesting that the schedule for public consideration allow enough time for thought-integrated responses from the public. This would more equitably share staff and public responsibility, encouraging public participation and ensuring careful consideration of both agenda reports and public responses. I hope you will consider that change.

I appreciate your consideration of my comments, and look forward to your response.

Respectfully,

- Jimmy Benjamin

---

**From:** Leslie Lacko <llacko@halfmoonbay.gov>
**Sent:** Thursday, November 20, 2025 4:03 PM
**To:** James Benjamin [redacted]
**Cc:** Robert Brownstone <RBrownstone@hmbcity.com>; Matthew Chidester <mChidester@halfmoonbay.gov>
**Subject:** RE: Follow up on safety element commitment

Thank you Jimmy. Your comments have been entered into the record.

**Leslie Lacko**
Community Development Director
501 Main Street, Half Moon Bay, CA 94019
(650) 825-4933
**www.halfmoonbay.gov**

THE CITY OF HALF MOON BAY CALIFORNIA

***Note the new website and email address***

---

**From:** James Benjamin [redacted]
**Sent:** Thursday, November 20, 2025 9:51 AM
**To:** Leslie Lacko <llacko@halfmoonbay.gov>
**Cc:** Robert Brownstone <RBrownstone@hmbcity.com>; Matthew Chidester <mChidester@halfmoonbay.gov>
**Subject:** Follow up on safety element commitment

[CAUTION]: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Leslie,

I'm glad you found the earlier note worth considering. As promised, attached is the two-page comment letter I sent the City to encourage study the watershed in the context of Hwy. 1 maintenance, but it lays out several watershed related hazards as I currently understand them, including the impoundments, the water diverted from other watersheds and entrained into a highly erodible watercourse. I tried to distill the information into two exhibits. Over ten years ago the RWQCB staff expressed interest in helping the City address the hazards in this watershed – I have attached a copy of Dr. A. L. Riley's follow-up to a tour that she and a colleague took of the watercourse

up to a tour that she and a colleague took of the watersheds.

I appreciate your effort to acknowledge these very real hazards into the safety element, and identify policies that will support resolving them. If you or our safety element consultant would like to better understand and discuss mitigation measures and the nexus with the LCP in order to address these, I am happy to meet with either or both of you.

Thank you,

- Jimmy

---

Thank you Jimmy. There are some excellent points here and I have included this in the record of public comments. I am forwarding this email to our consultants as well.

**Leslie Lacko**
Community Development Director
501 Main Street, Half Moon Bay, CA 94019
(650) 825-4933
www.halfmoonbay.gov

***Note the new website and email address***

**From:** James Benjamin [redacted]>
**Sent:** Wednesday, November 19, 2025 12:50 AM
**To:** Leslie Lacko <llacko@halfmoonbay.gov>
**Cc:** Robert Brownstone <RBrownstone@hmbcity.com>; Patric Jonsson <pjonsson@hmbcity.com>; Matthew Chidester <mChidester@halfmoonbay.gov>
**Subject:** Following up request for written comment

You don't often get email [redacted] Learn why this is important
[CAUTION]: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Leslie,

Just a follow-up to the mayor's request for written comments to you concerning the Safety Element, and particularly fire concerns.

On April 28, 2025 Councilmember Jonsson alerted to the Safety Element meeting in progress at the Half Moon Bay Library, and invited my thoughts. I commented at that time about the relationship between streams and fire safety, and about how a robust area-specific warning better use of limited highway capacity.

"Thanks for the heads-up — I had no idea about the meeting. I wish I could come, but I'm in the middle of another commitmenjt. If you could communicate this for me I would be so grateful.

"Please communicate that stable hydrology is basic to our safety. Wetlands hold water and prevent ov-dry, fire-prone [areas]. Entrained flows (ditches) promote downstream erosion, flooding and semimentations. Erosion from excessive flows force riparian vegetation upbank, creating a fire hazard for nearby structures.

“Safety and sustainability are not at odds; they are two sides of the same coin!

“We have briefly discussed the importance of more localized warning systems. For prevention evacuation gridlock. I would have commented on that as well.

Thank you!”

Councilmember Jonsson replied later that night that he raised these concerns, he showed the speaker my text, and gave him my email address and noted that evacuation had been a big topic. He also said that there had been a discussion about fire breaks that back up to riparian habitat.

I responded:

“I have seen some people very familiar with the fire safety rules who seem to have little awareness of the attention our LCP pays to this subject. As the aftermath of the City’s unpermitted 2009 project shows, vegetation is vital to bank stability. I will be interested in what was said.”

I described the hazard of three impoundments in a 4-page letter to the City Council about the State Route 1 rehabilitation project. The letter was specific to the project area, but there may well be other impoundments that present a water detention opportunity if well managed, or a hazard if they are ignored. In addition, the letter pointed out the hazard of inundation of the SAM Plant, which is adjacent to my home, but would be catatstrophic for the entire midcoast. I believe I provided a copies to staff, but tomorrow I will find it and forward it to you.

You mentioned a USGS map that does not map powerful disticntions between degrees if liquefaction hazard in Half Moon Bay, First, the geologic units have not changed, and so planners may want to have a look at the more detailed maps which make these distictions. Second. even moderately liquefiable soils present a high risk of erosion in the presence of entrained flows and limited vegetation — and that is as true on Pullman, Seymour just as it is on the Kehoe Watercourse; if trees are removed from our major riparian corridors (Arroyo Leon, Pilarcitos Creek and Frenchmans Creek), it is very likely to initiate an unraveling, not unlike the tiles of the ill-fated Space Shuttle Columbia after it lost a heat-resistant tile and disintegrated during atmostpheric reentry. We all know enough about stream morphology to avoid these kind of mistakes.

Matthew mentioned that the county has a localized warning system, but to ther county, “localized” may mean a warning to the entire coast, or the City of Half Moon Bay, and might not make critical distinctions about who needs to evacuate, say from a a fire, or a debris flow, or a dam failure or a tsunami; when the sirens go off and the emails go out , it seems looks like everyone in town gets it. Why should my neighbors and I clog a road that downtown.

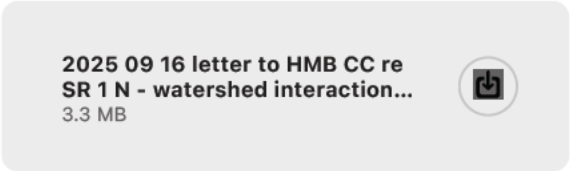
I was surprised by your post-meeting observation that the planning process is not just for my benefit. The story of the removal of trees in a riparian area causing bank retreat and subsequently aggravating fire risk is a cautionary tale, and I have spent quite a bit of time with neighbors in other watersheds helping them understand their hydrology and geomorphology issues. My willingness to participate as a member of the public, alone if need be, does not make this for my benefit. If it seems otherwise to you, my invitation

remains open to get together and share insights. I hope that we can learn from each other and that you can be convinced that is not why I participate.

I will look for that four-pager tomorrow morning.

Thank you for considering my comments.

- Jimmy



**From:** Nicolette [redacted]
**Subject:** Housing Element OLP
**Date:** August 17, 2026 at 12:13 PM
**To:** mrodriguez@hmbcity.com
**Cc:** DRuddock@hmbcity.com, DPenrose@hmbcity.com, RBrownstone@hmbcity.com, PJonsson@hmbcity.com, PNagengast@hmbcity.com

You don't often get email from justnicolette@gmail.com. Learn why this is important

[CAUTION]: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

08/17/2026

Dear Mayor Ruddock and Councilmembers,

I am writing regarding tomorrow night's vote on the Housing Element rezoning and by-right amendments and, specifically, the continued inclusion of the Our Lady of the Pillar property as a housing opportunity site. Unfortunately, I am unable to attend tomorrow night's meeting, so I am submitting my comments and questions by email for the Council's consideration and inclusion in the public record.

I received the information distributed by Our Lady of the Pillar this weekend and have been reviewing the City's Housing Element documents as well. Before the Council takes final action, I would appreciate clarification on three points:

1. **What exactly is the Council voting to change regarding the Our Lady of the Pillar property?** Please identify the specific parcel and explain what zoning, overlay, or land-use designation applies to the property now and what, if anything, changes as a result of tomorrow night's vote.

2. The church's information states that the Planning Commission's position was that the OLP site could be removed from the Housing Element and replaced with other sites within six months. **When and where did the Planning Commission make this recommendation or statement?** Please identify the meeting, minutes, staff report, or other public record documenting it.

3. **If the OLP property remains in the Housing Element, what does that designation actually mean for the property owner?** Specifically, does the designation give the City any authority to require, acquire, or otherwise pursue housing development on the property if the owner does not wish to sell or develop it for housing?

I understand that the City is under state housing requirements and that the Council is working under a deadline. I also understand that the City does not own the OLP property. That is precisely why I believe the public deserves a clear explanation of what retaining this particular site accomplishes and why it is necessary when the church has stated that the property is intended for the future expansion of Our Lady of the Pillar Academy.

I respectfully ask that these questions and my comments be provided to the Council for tomorrow night's meeting and included in the public record.

Thank you,
Nicolette Martin
HMB Resident

I Support the Church

From: mark massara [redacted]

To: Bridget Jett

Fri 8/7/2026 10:04 AM

Dear City,

Please add me to the list of those who oppose the Cycle 6 Housing Element / LCP Implementation Plan and Revised Zoning Map.

Among other things I support the Church and don't appreciate the City attempting to use Church property to provide housing. That is a sham designed to fake compliance with housing laws with everyone knowing full well the housing will never be realized.

Instead, the City should be analyzing and including real housing opportunities, and the many open undeveloped areas throughout the City that are excellent areas for future development, including increasing density in the partially developed Pacific Ridge project, the Podesta fields, Beachwood, and the Surf Beach and Dunes tracts.

The continued legacy of numerous ill conceived PUDs throughout the City is the primary reason the City is in violation of state housing laws, not a lack of available space. In other words, the continued non-compliance is willful and deliberate. Using fake development goals like Church properties is shameful, and should be stricken asap. The only way to positively impact the housing crises is to actually build more housing, not simply talk about it or carry on like building a few units downtown is going to make a difference.

Thank you,

Mark Massara
[redacted]
HMB CA

Docusign Envelope ID: 897F99E4-ABB0-8A79-8172-105863A24925

# CITY OF HALF MOON BAY
# PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made by and between the City of Half Moon Bay, ("City") and Coastside Hope, a California nonprofit corporation ("Consultant"), effective as of July 1, 2026.

**Section 1. SERVICES**. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work and Application Guidelines, attached hereto as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

**1.1 Term of Services.** The term of this Agreement shall begin on the date first noted above and shall run until June 30, 2027, or until terminated by either party pursuant to Section 8.

**1.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in accordance with usual and customary professional and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.

**1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

**1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Consultant's obligations hereunder.

**Section 2. COMPENSATION.** Exhibit A to this contract contains the Scope of Work and the Fee Schedule. The City shall pay Consultant for services rendered pursuant to the Fee Schedule at the time and in the manner set forth herein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Docusign Envelope ID: 897F99E4-ABB0-8A79-8172-105863A24925

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

**2.1** **Invoices.** Consultant shall submit a mid-year report and final report during the term of this Agreement, based on the cost for services performed prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary along with the amount of prior billings, the total due in the current period, and the percentage of completion of processing for the application;
- For each application processed, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, and a brief description of the work;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours;
- The Consultant's signature.

**2.2** **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

**2.3** **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the Fee Schedule shown in Exhibit A, incorporated herein by this reference.

**2.4** **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

**2.5** **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

Docusign Envelope ID: 897F99E4-ABB0-8A79-8172-105863A24925

**2.6** **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

**Section 3.** **FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement.

**Section 4.** **INSURANCE REQUIREMENTS.**

**4.1** During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars ($1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

- Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars ($1,000,000) per claimant and One Million dollars ($1,000,000) per incident.

- Worker's Compensation insurance as required by the laws of the State of California.

- Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars ($1,000,000).

**4.2** Consultant shall require each of its subcontractors within their subcontract (in writing) to maintain insurance coverage that meets all of the requirements of this Agreement.

**4.3** The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A: VII in the latest edition of Best's Insurance Guide.

**4.4.** Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

Docusign Envelope ID: 897F99E4-ABB0-8A79-8172-105863A24925

**4.5.** At all times during the term of this Agreement, Consultant shall maintain on file with City's Finance Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

**4.6.** Consultant shall provide proof that policies of insurance required herein expiring, or cancelled, during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages, or immediately for any policy being cancelled.

**4.7.** The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City.

**4.8.** The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it. .

**4.9.** All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

**4.10.** Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

**4.11.** Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

**Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.** Consultant shall hold harmless, defend and indemnify City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including

Docusign Envelope ID: 897F99E4-ABB0-8A79-8172-105863A24925

without limitation costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

The total liability in the aggregate of Consultant and its employees, subcontractors or suppliers to the City and anyone claiming through or under the City on all claims of any kind (excluding claims for death or bodily injury) arising out of or in any way related to Consultant's services or from any cause or causes whatsoever shall not exceed the limits of insurance identified herein.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

## Section 6. STATUS OF CONSULTANT.

**6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement

Docusign Envelope ID: 897F99E4-ABB0-8A79-8172-105863A24925

shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

**6.2** **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

## Section 7. LEGAL REQUIREMENTS.

**7.1** **Governing Law.** The laws of the State of California shall govern this Agreement.

**7.2** **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

**7.3** **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

**7.4** **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

**7.5** **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or

Docusign Envelope ID: 897F99E4-ABB0-8A79-8172-105863A24925

programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

## Section 8. TERMINATION AND MODIFICATION.

**8.1 Termination.** City may cancel this Agreement at any time and without cause upon 15 day's written notice to Consultant.

Consultant may cancel this Agreement upon 15 days' written notice to City.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contract or prepared by or for Consultant or the City in connection with this Agreement. In the event Consultant is not provided notice of any outstanding materials to be delivered to City, Consultant shall be entitled to payment within 30 days.

**8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

**8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

**8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based

Docusign Envelope ID: 897F99E4-ABB0-8A79-8172-105863A24925

upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

**8.5** **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

**8.6** **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

**8.6.1** Immediately terminate the Agreement;

**8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

**8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

**8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

## Section 9. KEEPING AND STATUS OF RECORDS.

**9.1** **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to

Docusign Envelope ID: 897F99E4-ABB0-8A79-8172-105863A24925

this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. To the extent allowed by law, City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

**9.2** **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

**9.3** **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS ($10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

## Section 10 MISCELLANEOUS PROVISIONS.

**10.1** **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

**10.2** **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Mateo or in the United States District Court for the Northern District of California.

**10.3** **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in

Docusign Envelope ID: 897F99E4-ABB0-8A79-8172-105863A24925

whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**10.4** **No Implied Waiver of Breach**. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

**10.5** **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

**10.6** **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

**10.7** **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

**10.8** **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

**10.9** **Contract Administration.** This Agreement shall be administered by the City Manager or their designee ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator.

**10.10** **Notices.**

Any written notice to Consultant shall be sent to:
Judith Guerrero
Executive Director
Coastside Hope

Docusign Envelope ID: 897F99E4-ABB0-8A79-8172-105863A24925

248 Main St #200
Half Moon Bay, CA 94019
(650) 726-9071
judith@coastsidehope.org

Any written notice to City shall be sent to:
City of Half Moon Bay
501 Main Street
Half Moon Bay, CA 94019
Attn: Irma Acosta
Phone: (650) 750-2017
Fax: (650) 726-9389
Email: iacosta@halfmoonbay.gov

**10.11 Integration.** This Agreement, including the Scope of Work and Fee Schedule attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

/

Docusign Envelope ID: 897F99E4-ABB0-8A79-8172-105863A24925

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement effective as of the date first written above.

"CITY"
CITY OF HALF MOON BAY

Date: 7/8/2026

By: _____
Matthew Chidester, City Manager

**Attest:**

By: Maggie Rodriguez
Maggie Rodriguez, City Clerk

Date: 7/7/2026

**Approved as to form:**

Denise Bazzano
Denise S. Bazzano, Interim City Attorney

"CONSULTANT"
COASTSIDE HOPE

Date: 6/25/2026

By: Judith Guerrero
Judith Guerrero
Its: Executive Director

Attachments:

Exhibit A. Scope of Services

Docusign Envelope ID: 897F99E4-ABB0-8A79-8172-105863A24925

# EXHIBIT A

CITY OF HALF MOON BAY

COASTSIDE HOPE

FISCAL YEAR 2026-2027

| Agency Information | |
|---|---|
| **Agency Name:** | COASTSIDE HOPE |
| **Address:** | 248 Main St #200 |
| **City, State, Zip:** | Half Moon Bay, CA 94019 |
| **Activity/Program Title:** | Rental Assistance Program |

**Description of Services to be Provided:**

Coastside Hope shall administer the City of Half Moon Bay Rental Assistance Program for Fiscal Year 2026–2027. Services shall include:

- Intake, eligibility review, and case management for households experiencing temporary financial hardship or housing instability;
- Administration and distribution of rental assistance, utility assistance, security deposit assistance, and other eligible housing stabilization assistance;
- Verification of applicant documentation and coordination of available funding sources to avoid duplicate assistance;
- Referrals to supportive services, housing resources, and financial counseling services, as appropriate;
- Periodic reporting to the City regarding households served, assistance distributed, program outcomes, and general service trends.

Eligible applicants shall live in the City of Half Moon Bay and demonstrate financial hardship or housing instability. Assistance shall be provided in accordance with program guidelines and subject to available funding.

Coastside Hope shall submit a mid-year report due January 1, 2027, and a final report due June 1, 2027.

The total compensation under this Agreement shall not exceed $120,000.