CITY COUNCIL AGENDA
REGULAR MEETING
CITY OF HALF MOON BAY

TUESDAY, MARCH 1, 2022

REMOTE PARTICIPATION (SEE NEXT PAGE)

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

7:00 PM

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

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

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

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

http://hmbcity.com/

SPECIAL REMOTE PARTICIPATION PROTOCOLS

This meeting will be held entirely by teleconference. All Councilmembers and staff will only participate via the Zoom platform using the process described below. The meeting is being conducted pursuant to recent amendments to the teleconference rules required by the Ralph M. Brown Act allowing teleconferencing during a proclaimed state of emergency when local officials have recommended social distancing (AB 361). The purpose of AB 361 is to provide the safest environment for the public, elected officials, and staff while allowing for continued operation of the government and public participation during the COVID-19 pandemic.

*This meeting will be conducted via Zoom Webinar and live Spanish interpretation will be available within the Zoom platform. Members of the public are welcome to login into the webinar as Attendees. During any public comment portions, attendees may use the "raise your hand" feature and will be called upon and unmuted when it is their turn to speak. The meeting will also be streamed on Channel 27, on pacificcoast.tv, and on Facebook at www.facebook.com/cityofhalfmoonbay. Please click to join the webinar: https://us06web.zoom.us/j/99588947925 or join by phone at 669-900-9128, using Webinar ID 995-8894-7925. If joining by phone, use *9 to raise your hand, *6 to mute and unmute.*

CALL TO ORDER / ROLL CALL

APPROVAL OF AGENDA

PUBLIC FORUM

PROCLAMATIONS AND PRESENTATIONS

MAYOR'S ANNOUNCEMENTS OF COMMUNITY ACTIVITIES AND COMMUNITY SERVICE

REPORT OUT FROM RECENT CLOSED SESSION MEETINGS

CITY MANAGER UPDATES TO COUNCIL
CARES PILOT PROGRAM UPDATE
REDISTRICTING UPDATE

1. CONSENT CALENDAR

1.A WAIVE READING OF RESOLUTIONS AND ORDINANCES

1.B APPROVAL OF MINUTES

Staff Recommendation: Approve meeting minutes for the October 19, 2021 Regular meeting.

ATTACHMENT 1

1.C 2021 HOUSING ELEMENT ANNUAL PROGRESS REPORT

Staff Recommendation: Confirm receipt of the 2021 Housing Element Annual Progress Report.

STAFF REPORT

ATTACHMENT 1

1.D AMENDMENT OF THE COVID PREVENTION POLICY

Staff Recommendation: Adopt a resolution amending the City of Half Moon Bay's Covid Prevention Plan to provide for COVID-19 vaccine status verification, vaccine requirements, testing requirements, and authorizes the City Manager to sign and implement.

STAFF REPORT

RESOLUTION

1.E INDEFINITE SUSPENSION OF MAIN STREET BRIDGE REHABILITATION PROJECT

Staff Recommendation: It is recommended the City Council adopt a resolution authorizing the City Manager to: 1) remove the Main Street Bridge Rehabilitation Project from the Draft FY 2022-23 Capital Improvement Program and Capital Budget; 2) send a letter informing Caltrans of the City's intent to suspend indefinitely all work on the Main Street Bridge Rehabilitation Project and to initiate project closeout; 3) send a letter to Biggs Cardosa, Inc. (City's design and environmental consultant) formally suspending all design and environmental services work and directing close out their contract; 4) send a letter to each member of the Main Street Bridge Advisory Committee thanking them for their service and informing them of the City Council decision to indefinitely suspend work on the Main Street Bridge Rehabilitation Project and sunset the Committee; and 5) take all other actions reasonably necessary to indefinitely suspend and closeout the Project in FY 2021-22.

STAFF REPORT

RESOLUTION

1.F FINAL ACCEPTANCE OF THE SHERIFF SUBSTATION RENOVATION PROJECT: DON FOWLER CONSTRUCTION (CIP NO. 0605)

Staff Recommendation: By resolution, authorize the City Manager or his designee to file a Notice of Completion for the Sheriff Substation Renovation Project (Project): Don Fowler Construction (Primary Contractor), and release the Primary Contractor Project Retention Funds and Project Performance Bond and Labor and Materials Bond thirty (30) days after recordation of the Notice of Completion.

STAFF REPORT

RESOLUTION

1.G POTENTIAL ACQUISITION OF SAN MATEO COUNTY APNS 056-128-130, 056-128-110, 064-042-010, 064-042-020, AND 064-042-060, HALF MOON BAY

Staff Recommendation: Adopt a resolution authorizing the City Manager to execute Purchase and Sale Agreements to acquire five parcels located in the West of Railroad area owned by Glenn Campbell and Vicki L. Campbell, as co-trustees of the Glenn Campbell and Vicki Campbell Revocable Trust, dated August 31, 1998 (San Mateo County APN 056-128-130), Wing Yu Chew and Jean Suey Chew, as trustees of the Wing Yu Chew and Jean Suey Chew Revocable Trust date February 28, 1996 (San Mateo County APN 056-128-110), and Daniel M. Dieguez and Carolyne Zinko, as Trustees of the Dieguez/Zinko 2014 Revocable Trust, dated April 7, 2014 (San Mateo County APNs 064-042-010, 064-042-020, and 064-042-060).

STAFF REPORT

RESOLUTION

ATTACHMENT 2

2. ORDINANCES AND PUBLIC HEARINGS

3. RESOLUTIONS AND STAFF REPORTS

3.A PUBLIC SAFETY COMMUNITY SURVEY RESULTS

Staff Recommendation: Receive a presentation on the results of the Public Safety Community Survey conducted in February 2022.

STAFF REPORT

ATTACHMENT 1

3.B ADOPTION OF THE 2022 LEGISLATIVE PLATFORM

Staff Recommendation: Adopt a resolution establishing a Legislative Platform for 2022.

STAFF REPORT

RESOLUTION

ATTACHMENT 2

3.C PROPOSED CLASSIFICATION AND COMPENSATION CHANGES

Staff Recommendation: Adopt a resolution authorizing the changes to certain job classifications and salary schedules as follows:

1) Increase the Salary schedule of the Public Works Superintendent;
2) Re-name the Recreation Coordinator to Recreation Supervisor and increase the salary schedule to reflect current responsibilities and duties;
3) Adjust salary schedule for the Senior Management Analyst to correct the compaction issue with the Management Analyst classification;
4) Increase the salary schedule of the Recreation Leader series;
5) Re-name Project Manager to Management Analyst;
6) Reclassify Senior Accountant to Finance Manager;
7) Reinstate the following positions: Executive Assistant to City Manager, Human Resources Analyst and Public Works Maintenance Worker;
8) Create a new position under the Planner job series classification titled Assistant Planner;
9) Approve creation and funding of a Housing Coordinator position;

Receive an informational only report regarding the creation of:

a. an Economic Development Coordinator position; and
b. a Grants Coordinator position.

STAFF REPORT

RESOLUTION

ATTACHMENT 2

3.D MID-YEAR BUDGET REVIEW FOR THE FISCAL YEAR 2021-22 BUDGET

Staff Recommendation: Adopt a resolution to amend the FY 2021-22 Operating and Capital budget.

STAFF REPORT

RESOLUTION

ATTACHMENT 2

ATTACHMENT 3

ATTACHMENT 4

ATTACHMENT 5

ATTACHMENT 6

COMMISSION / COMMITTEE UPDATES

CITY COUNCIL REPORTS / FUTURE ITEMS

ADJOURNMENT

MINUTES

CITY OF HALF MOON BAY CITY COUNCIL

TUESDAY, OCTOBER 19, 2021

VIRTUAL VIA ZOOM MEETING (COVID-19 PROTOCOLS)

CONVENE REGULAR MEETING / ROLL CALL

Vice Mayor Ruddock called the meeting to order at 7:05 p.m. and led the pledge of allegiance.

ROLL CALL

PRESENT: Councilmembers Penrose, Rarback and Jimenez, and Vice Mayor Ruddock

ABSENT: Mayor Brownstone

PUBLIC FORUM

The following individuals addressed the Council:

- Nadia Bledsoe

PROCLAMATIONS AND PRESENTATIONS

MIDCOAST COMMUNITY COUNCIL UPDATE

Claire Toutant provided an update on the Midcoast Community Council.

MAYOR'S ANNOUNCEMENTS OF COMMUNITY ACTIVITIES AND COMMUNITY SERVICE

None.

REPORT OUT FROM RECENT CLOSED SESSION MEETINGS

None.

CITY MANAGER UPDATES TO COUNCIL

COAST HOUSE COMMUNITY FORUM

Deputy City Manager Chidester announced the forum on November 17, at 6:00 p.m.

COASTSIDE RECOVERY INITIATIVE

Deputy City Manager Chidester announced the upcoming County Equitable Recovery Priorities Forums.

DOWNTOWN PARKLET PROGRAM

Associate Planner Phillips provided an overview on the parklet program.

IMAGINE MAGNOLIA PARK

Associate Planner Phillips announced the community outreach meeting on October 23, from 10 a.m. to 1 p.m.

FALL COMMUNITY RECYCLING EVENT ANNOUNCEMENT

Public Works Program Manager Chong announced the recycling event on November 6, from 9 a.m. to 12 p.m.

BEVERAGE CONTAINER RECYCLING CENTER

Public Works Program Manager Chong announced the new days of operations for the pilot program.

HIGHWAY 1 SOUTH RIBBON CUTTING EVENT RECAP

City Engineer Bozorginia provided an update on the ribbon cutting ceremony.

REDISTRICTING OUTREACH UPDATE

Communications Director / City Clerk Blair summarized recent community outreach and next steps.

1. CONSENT CALENDAR

Staff pulled Item 1.F.

Vice Mayor Ruddock pulled Item 1.D.

1.A WAIVE READING OF RESOLUTIONS AND ORDINANCES
1.B WARRANTS FOR THE MONTH OF SEPTEMBER 2021

1.C SECOND AMENDMENT TO AND RESTATEMENT OF THE JOINT POWERS AGREEMENT ESTABLISHING THE PENINSULA TRAFFIC CONGESTION RELIEF ALLIANCE

1.E APPROVE CITY'S RESPONSE TO THE AUGUST 11, 2021 GRAND JURY REPORT ENTITLED "SAN MATEO COUNTY: CALIFORNIA'S GROUND ZERO SEA LEVEL RISE"

1.G DISPLAY OF THE LGBTQ PROGRESS FLAG FOR THE MONTH OF OCTOBER 2021 AT CITY HALL TO COMMEMORATE LGBTQ HISTORY MONTH

1.H AWARD OF AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ELS+ FOR CONTINUATION OF ARCHITECTURAL SUPPORT FOR PERMITTING, BIDDING AND CONSTRUCTION OF THE JOHN L. CARTER PARK RENOVATION PROJECT (CIP NO. 611)

MOTION

Vice Mayor Ruddock moved and Councilmember Rarback seconded a motion to approve the Consent Calendar, with the exception of Item Nos. 1.D and 1.F. The question was called and the motion carried 4-0-1, Mayor Brownstone absent.

The following items were pulled from the Consent Calendar for individual consideration:

1.D SECOND AMENDMENT TO THE AGREEMENT WITH WOOD CONSULTING SERVICES

Deputy City Manager Chidester presented the staff report.

The Council asked questions of staff and discussed the item.

MOTION

Councilmember Penrose moved and Councilmember Rarback seconded a motion to adopt a resolution authorizing the City Manager to execute a Second Amendment to the Professional Services Agreement with Wood Consulting Services for economic recovery plan services, extending the term to March 31, 2022 and increasing the not-to-exceed amount by $70,000 to $160,000. The question was called and the motion carried 4-0-1, Mayor Brownstone absent.

1.F AMENDMENT NO. 2 TO AGREEMENT WITH BKF ENGINEERS FOR DESIGN DEVELOPMENT FOR PHASE 1 OF CONSTRUCTION OF THE HALF MOON BAY CORPORATION YARD

Public Works Director Doughty presented the staff report.

The Council asked questions of staff and discussed the item.

MOTION

Councilmember Penrose moved and Councilmember Rarback seconded a motion to adopt a resolution authorizing the City Manager to execute Amendment No. 2 to the

Agreement with BKF Engineers for design development for the full project and construction documents for Phase 1 of the Half Moon Bay Corporation Yard Project in the amount of $20,000 (total contract cost of $50,000). The question was called and the motion carried 4-0-1, Mayor Brownstone absent.

2. ORDINANCES AND PUBLIC HEARINGS

None.

3. RESOLUTION AND STAFF REPORTS

3.A SENATE BILL 1383 (MANDATORY ORGANICS WASTE DISPOSAL REDUCTION)

Public Works Program Manager Chong presented the staff report.

Vice Mayor Ruddock opened the public hearing. There being no speakers, the public hearing was closed.

The Council asked questions of staff and discussed the item.

MOTION

Councilmember Rarback moved and Councilmember Penrose seconded a motion to: 1) Continue the public hearing and introduction of the ordinance, adding Title 7, Chapter 22 Mandatory Organics Waste Disposal Reduction, to a date certain, December 7, 2021; and 2) Adopt a resolution authorizing the City Manager to enter into a Memorandum of Understanding (MOU) with the County of San Mateo for the establishment of an Edible Food Recovery Program in Half Moon Bay. The question was called and the motion carried 4-0-1, Mayor Brownstone absent.

3.B SMITH FIELD SITE ASSESSMENT AND MASTER PLAN

Public Works Director Doughty presented the staff report.

The Council discussed the item and asked questions of staff.

The following individual addressed the Council:

- Mike Ferreira

MOTION

Councilmember Penrose moved and Councilmember Rarback seconded a motion to: 1) Adopt a resolution: 1) Amending the Capital Improvement Program FY 2021-22 to FY 2025-2026 (CIP) by adding the Smith Field Site Assessment and Master Plan Project as a "funded" programmed project for FY 2021-22; 2) Amending the FY 2021-22 Capital Budget by allocating $200,000 from the Parkland In-Lieu Fees (Fund 125) to the Smith Field Site Assessment and Master Plan Project to support completion of site assessment and facilities master plan including architectural, civil and environmental work; 3) Authorizing the City Manager to execute a contract with Gates +Associates in the amount of $79,750 for preparation of the Smith Field Park Facilities Master Plan; and 4) Authorizing the City Manager to execute a contract with Freyer & Laureta, Inc. in the amount of $66,300 for civil engineering and cost estimating in support of the Smith Field Park Facilities Master Plan. The question was called and the motion carried 4-0-1, Mayor Brownstone absent.

COMMISSION / COMMITTEE UPDATES

None.

CITY COUNCIL REPORTS / ITEMS

None.

ADJOURNMENT

Vice Mayor Ruddock adjourned the meeting at 9:26 p.m.

Respectfully Submitted:

Jessica Blair, City Clerk

Approved:

Debbie Ruddock, Vice Mayor

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **March 1, 2022**

TO: Honorable Mayor and City Council

VIA: Bob Nisbet, City Manager

FROM: Jill Ekas, Community Development Director

TITLE: **2021 HOUSING ELEMENT ANNUAL PROGRESS REPORT**

RECOMMENDATION:
Confirm receipt of the 2021 Housing Element Annual Progress Report.

FISCAL IMPACT:
There is no fiscal impact associated with receiving this report.

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

BACKGROUND:
Pursuant to Government Code Section 65400, each city and county is required to prepare a Housing Element Annual Progress Report (APR) on the status of implementation of the jurisdiction's housing element. The APR must be prepared using forms and definitions adopted by the California Department of Housing and Community Development (HCD). The APR is meant to serve as a tool for implementing a jurisdiction's Housing Element.

Half Moon Bay's 2015-2023 Housing Element was adopted by City Council in March 2015 and certified by HCD the following October. The housing element is to be updated on an eight-year cycle as provided for by the regional planning oversight of the Association of Bay Area Government's compliance with SB 375 the Sustainable Communities and Climate Protection Act. Without this structure, housing elements must be updated on five-year cycles.

State Legislations as part of the 2017 Housing Package (AB 879 and SB 35) added new reporting requirements which took effect with the 2018 APR. More recent legislation (SB 477) will require even more detailed reporting beginning in 2024.

Half Moon Bay's 2021 APR is attached. It was presented to the Planning Commission at their session on February 22, 2022.

DISCUSSION:
Half Moon Bay's 2021 APR is attached. To ensure accountability with respect to housing production, each site is identified by assessor's parcel number, and all milestones occurring in 2021 are indicated by date including submittal for planning entitlements, approval of planning entitlements, issuance of building permits, and issuance of certificates of occupancy/final inspections. The report also tracks affordability and if units are deed restricted to specified affordability levels. The report acknowledges if sites are considered to be infill or not and also tracks applications seeking to use new streamlining requirements. Sites within the Coastal Zone are exempt from these streamlining requirements and thus the City, being located entirely within the Coastal Zone, does not have any sites subject to these regulations.

Progress on Housing Element program implementation is summarized toward the end of the APR (Table D). Housing Element programs are listed with a brief explanation regarding progress made in the reporting year. Note that many programs continue to be addressed on an on-going basis, while other are complete. Of greatest significance in 2021, the Coastal Commission certified the Local Coastal Land Use Plan (LUP) update. The updated LUP supports affordable housing through policy and the application of land use designations which provide adequate sites for affordable housing, including through a new Workforce Housing Overlay. In 2021, increased accessory dwelling unit (ADU) production is also of note. This level of production is expected to continue and will be supported by the recent update of the ADU ordinance, which was adopted by City Council in 2021 and certified by the Coastal Commission with minor modifications on February 11, 2022. The ordinance will be brought back to City Council before taking effect, and then submitted to HCD for compliance review.

Looking forward, the City has applied for and/or has secured several grants to support housing-related work, including HCD's SB 2 planning grant to support LUP implementation (awarded February 2020), HCD's LEAP grant to support the Housing Element update (awarded September 2020), and ABAG's REAP grant to support related housing work and zoning amendments (awarded August 2021). Staff has also continued its work with the County of San Mateo's 21 Elements group, which supports the County's jurisdictions in implementing housing law and updating housing elements. The City has also brought on a housing consultant to support affordable housing development opportunities and City staff are currently heavily involved in drafting the Cycle 6 Housing Element.

The APR will be submitted to HCD by April 1, 2022.

ATTACHMENT:
2021 Housing Element Annual Report

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

HOUSING ELEMENT ANNUAL PROGRESS REPORT (APR) INSTRUCTIONS

INTRODUCTION

Note: Some instructions and definitions can be found in the column headers of the tables. (Cells with red markers)

Government Code section 65400 requires that each city, county, or city and county, including charter cities, prepare an annual progress report (APR) on the status of the housing element of its general plan and progress in its implementation, using forms and definitions adopted by the Department of Housing and Community Development (HCD). The following form is to be used for satisfying the reporting requirements of Government Code section 65400, subdivision (a)(2).

These forms and instructions, originally adopted March 27, 2010, have been updated to incorporate new Housing Element APR requirements pursuant to Chapter 374, Statutes of 2017 (Assembly Bill 879); Chapter 366, Statutes of 2017 (Senate Bill 35), Chapter 664, Statutes of 2019 (Assembly Bill 1486), Chapter 159, Statues of 2019 (Assembly Bill 101), Chapter 661, Statutes of 2020 (Assembly Bill 1255), Chapter 15, and Statutes of 2020 (Assembly Bill 83).

How to submit the Housing Element Annual Progress Report (APR)

The APR must be submitted to the Department of Housing and Community Development (HCD) and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year using the forms and tables specified by HCD. The APR provides information for the previous calendar year and must be submitted separately to both HCD and OPR (Gov. Code, § 65400.). There are two methods available for submitting APRs:

1. Online Annual Progress Reporting System - This allows jurisdictions to upload directly into HCD's database, limiting the risk of errors. To use the online system, email APR@hcd.ca.gov, and request login information for your jurisdiction. *Please note: Using the online system only provides the information to HCD. The APR must still be submitted to OPR. Their email address is opr.apr@opr.ca.gov.*

2. Email - Jurisdictions complete the Excel APR forms and submit to HCD at APR@hcd.ca.gov and to OPR at opr.apr@opr.ca.gov. When using the email method, send the electronic version as an Excel workbook attachment. Do not send a scanned copy of the tables. In addition to submitting Housing Element APRs, jurisdictions must also submit General Plan Annual Progress Reports to both HCD and OPR. Please email these documents to APR@hcd.ca.gov and opr.apr@opr.ca.gov.

NOTE: When submitting successor entity reporting data as required pursuant to California Health and Safety Code 34176.1, the data must be identified as an addendum to the APR and emailed to APR@hcd.ca.gov concurrently with the APR submittal. When using the online system, this report should be sent separately to the APR email box to satisfy the Government Code section 65400 reporting requirement.

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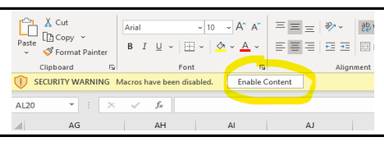
DEFINITIONS

1. "Above moderate income" means households earning more than 120 percent of area median income.

2. "Annual Progress Report (APR)" means the housing element annual progress report required by Government Code section 65400 and due to HCD by April 1 of each year reporting on the prior calendar year's activities.

Frequently Asked Questions

Can I leave a row blank?	Yes, you may leave blank rows in between rows that have information. However, you may not leave more than 10 rows in a row blank in b information.
How do I delete rows?	Click on a cell in the row(s) and type **Ctrl-d**. Note: Macros must be enabled 
Why are the rows not summing correctly?	The summary tab and sum rows only include activities that occurred during the **reporting year**, according to the year entered in the "Start
Why are some cells highlighted yellow or green?	**Yellow Cells:** Required cells for each row become highlighted yellow once any cell in the row contains a character. The affordability descrip highlighted and required once any lower or moderate income units are entered into the form. **Green Cells:** Cells highlighted green are where you indicate the number of units by affordability. This is required for any project in Table A. for the **applicable** sections (completed entitlement, issued building permits, issued certificates of occupancy) of Table A2. For example, if was issued a building permit, but not an entitlement or certificate of occupancy during the reporting year, you would enter the unit count cells in the building permit section only. You may leave the other sections blank even though they are highlighted green, since they wouldn example. Once a value is entered into this range, the range will no longer be highlighted green.
Why are the date cells highlighted red?	Cells can be highlighted red for two reasons: **Date cells:** Sometimes, dates that are copied and pasted into this form are formatted as text. When pasting dates into the form please pas destination formatting" option. If the date cells are still highlighted red, they contain text. These must be converted to dates. To do so, ope and paste in the dates that are formatted as text. In an adjacent column, enter the function =DATEVALUE and refer the function to the cell as text. This will result in a 5-digit number. Copy and paste these 5-digit numbers back into the APR form, then change the format of the ce (i.e., 3/4/2012). **Text cells:** Cells can also be highlighted red if the length of the text entered into the cell exceeds the character limit.
Can the same project be included in both Table A and Table A2?	Yes. Table A tracks all **applications** for residential development that were received and deemed complete during the reporting year. Table **entitlements, building permits, and certificates of occupancy** for residential development that were issued in the reporting year. If a proj and received entitlements, building permits, and/or certificates of occupancy during the reporting year, that project would be listed in bot A2.
What if I have nothing to report?	At minimum, the "Start Here" tab and Table D must be completed. If you have nothing to report in any of the other tables, please leave th N/A or something similar.
How do I correct or update the values in Table B?	Table B contains data HCD has received from prior APR submittals as of October 6, 2020. If the numbers do not match your records, please
Do I need to take the form to my Council or Board prior to submitting the APR?	Government Code section 65400 requires the planning agency to provide this report to the legislative body (i.e. local Council or Board), HC of each year. The statute does not specify in which order they be provided, and HCD does not require the report to be submitted to the leg submitting it to HCD.
Can I use this form for a prior year?	You can use this form for 2018 -2020. Make sure to change the reporting year in row 5 of the "Start Here" tab. Table G is not required for 2 LEAP are not required for 2018-2019. For the years 2017 and prior, you must use the old version of the APR. Please contact HCD at apr@hcd.ca.gov to obtain.
Does submitting the Housing Element APR fulfill the requirements of submitting a General Plan APR?	No. Government Code section 65400 requires jurisdictions to also submit a General Plan Annual Progress Report to OPR and HCD. These ca opr.apr@hcd.ca.gov and APR@hcd.ca.gov

Please Start Here

General Information	
Jurisdiction Name	Half Moon Bay
Reporting Calendar Year	2021
Contact Information	
First Name	Scott
Last Name	Phillips
Title	Associate Planner
Email	sphillips@hmbcity.com
Phone	6507268299
Mailing Address	
Street Address	501 Main Street
City	Half Moon Bay
Zipcode	94019

Optional: Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated. If a project is no longer has any reportable activity, you may delete the project by selecting a cell in the row and typing ctrl + d.

v 1_13_2022

Optional: This runs a macro which checks to ensure all required fields are filled out. The macro will create two files saved in the same directory this APR file is saved in. One file will be a copy of the APR with highlighted cells which require information. The other file will be list of the problematic cells, along with a description of the nature of the error.

Optional: Save before running. This copies data on Table A2, and creates another workbook with the table split across 4 tabs, each of which can fit onto a single page for easier printing. Running this macro will remove the comments on the column headers, which contain the instructions. Do not save the APR file after running in order to preserve comments once it is reopened.

Optional: This macro identifies dates entered that occurred outside of the reporting year. RHNA credit is only given for building permits issued during the reporting year.

Link to the online system: https://apr.hcd.ca.gov/APR/login.do

Submittal Instructions

Please save your file as Jurisdictionname2021 (no spaces). Example: the city of San Luis Obispo would save their file as SanLuisObispo2021

Housing Element Annual Progress Reports (APRs) forms and tables must be submitted to HCD and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year for the prior calendar year; submit separate reports directly to both HCD and OPR pursuant to Government Code section 65400. There are two options for submitting APRs:

1. **Online Annual Progress Reporting System - Please see the link to the online system to the left.** This allows you to upload the completed APR form into directly into HCD's database limiting the risk of errors. If you would like to use the online system, email APR@hcd.ca.gov and HCD will send you the login information for your jurisdiction. *Please note: Using the online system only provides the information to HCD. The APR must still be submitted to OPR. Their email address is opr.apr@opr.ca.gov.*

2. **Email -** If you prefer to submit via email, you can complete the excel Annual Progress Report forms and submit to HCD at APR@hcd.ca.gov and to OPR at opr.apr@opr.ca.gov. Please send the Excel workbook, not a scanned or PDF copy of the tables.

Jurisdiction	Half Moon Bay	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	01/31/2015 - 01/31/2023

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A
Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density Bonus
1					2	3	4	5							6	7	8	9	10
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted+ (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Was a Density Bonus requested for this housing development?
Summary Row: Start Data Entry Below								0	0	1	0	0	20	4	25	18	0		
	065-090-080	480 Wavecrest Road		PDP-21-003	ADU	R	1/14/2021						1		1	1		No	No
	056-101-140	201 Miramontes Ave		PDP-21-004	ADU	R	1/19/2021						1		1	1		No	No
	048-364-120	1568 Mizzen Lane		PDP-21-007	ADU	R	1/25/2021						1		1	1		No	No
	056-141-620	477-479 Cypress Ave		PDP-21-009	ADU	R	2/8/2021						1		1	1		No	No
	056-108-160	651 Potter Ave		PDP-21-019	ADU	R	3/17/2021						1		1	1		No	No
	056-0525-110	403 Chesterfield Ave		PDP-21-020	SFD	R	3/19/2021							1	1	1		No	No
	064-052-350	240 Myrtle Street		PDP-21-025	ADU	R	4/7/2021						1		1	1		No	No
	056-192-110	786 Johnston Street		PDP-21-026	ADU	R	4/10/2021						1		1	1		No	No
	048-862-160	1574 Spinnaker Lane		PDP-21-027	ADU	R	4/12/2021						1		1	1		No	No
	064-361-140	440 Central Ave		PDP-21-029	ADU	R	4/13/2021						1		1	1		No	No
	056-135-470	321 Granelli Ave		PDP-21-030	ADU	R	4/22/2021						1		1	1		No	No
	048-092-030	30 Valencia Street		PDP-21-031	ADU	R	4/28/2021						1		1	1		No	No
	056-192-210	727 Main Street		PDP-21-034	2 to 4	R	4/30/2021						1		1	1		No	No
	064-132-420	640 Myrtle Street		PDP-21-045	ADU	R	6/16/2021						1		1	1		No	No
	056-111-040	344 Kelly Ave		PDP-21-046	ADU	R	6/28/2021						1		1	1		No	No
	048-112-180	316 Washington Blvd		PDP-21-052	ADU	R	7/13/2021						1		1			No	No
	064-112-270	850 3rd Ave		PDP-21-059	ADU	R	8/16/2021						1		1	1		No	No
	056-072-390	8 Jenna Lane		PDP-21-062	SFD	O	8/31/2021							1	1			No	No
	056-072-390	8 Jenna Lane		PDP-21-062	ADU	R	8/31/2021			1					1			No	No
	056-171-130	540 Purissima Street		PDP-21-070	SFD	O	10/7/2021							1	1			No	No
	048-092-130	83 ventura Street		PDP-21-075	ADU	R	10/19/2021						1		1	1		No	No
	064-103-200	551 Myrtle Street		PDP-21-080	ADU	R	11/15/2021						1		1	1		No	No
	056-102-070	232 Miramontes Ave		PDP-21-086	SFD	O	12/22/2021							1	1			No	No
	056-102-070	232 Miramontes Ave		PDP-21-086	ADU	R	12/22/2021						1		1			No	No

Jurisdiction	Half Moon Bay
Reporting Year	2021 (Jan. 1 - Dec. 31)
Planning Period	5th Cycle 10/15/2014 - 10/15/2023

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A2
Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier (1)					Unit Types (2)		Affordability by Household Incomes - Completed Entitlement (4)							(5)	(6)
Prior APN*	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID7	Unit Category (SFA,SFD,2 to 4,5+ ADU,MH)	Tenure R=Renter O=Owner	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Entitlement Date Approved	# of Units Issued Entitlements
Summary Row: Start Data Entry Below							0	0	0	0	0	22	6		28
	056-055-040	415 Chesterfield Ave	PDP-2018-00018/2019-32385		SFD	O								11/13/2019	0
	056-103-080	234 Correas St	PDP-19-048/2020-32009		ADU	R								11/15/2019	0
	048-112-130	2804 Champs Elysee Blvd	PDP-17-072/2019-32005		SFD	O								8/27/2019	0
	064-341-060	555 Magnolia St	PDP-20-028/2020-32824		ADU	R								4/29/2020	0
	056-179-080	611 Johnston St	PDP-20-033/2020-32895		ADU	R								8/26/2020	0
	056-200-410	747 Vasques Dr	PDP-19-019/2020-32425		ADU	R								11/22/2019	0
	056-095-160	172 Miramontes Ave	PDP-20-004/2020-32841		ADU	R								8/12/2020	0
	048-111-010	2805 Naples Ave	B2020-32871		ADU	R									0
	056-088-250	665 Highlad Ave	PDP-20-013/2020-32837		ADU	R								4/29/2020	0
	048-125-180	2926 Champs Elysee Blvd	PDP-20-001/2020-32809		SFD	O								10/27/2020	0
	064-321-020	315 Magnolia St	PDP-20-038/2020-33093		ADU	R								8/12/2020	0
	064-103-220	563 Myrtle St	PDP-19-068/2020-32827		SFD	O								6/24/2020	0
	064-103-220	563 Myrtle St	PDP-19-068/2020-33085		ADU	R								6/24/2020	0
	064-092-530	472 Myrtle St	PDP-19-107/2020-32829		ADU	R								6/10/2020	0
	066-092-870	390 Redondo Beach Rd	PDP-20-008/2020-32837		SFD	O								7/22/2020	0
	066-092-870	390 Redondo Beach Rd	PDP-20-008/2020-33020		ADU	R								7/22/2020	0
	064-293-060	580 Metzger St	PDP-20-023/2020-32906		ADU	R								8/26/2020	0
	056-179-120	608 San Benito St	PDP-20-039/2020-33097		ADU	R								12/21/2020	0
	064-251-490	440 Metzger St	PDP-20-042/2020-00088		ADU	R								12/21/2020	0
	064-102-090	508 Myrtle St	POP-20-061		ADU	R								12/21/2020	0
	056-118-050	428 Valdez Ave	POP-20-062		ADU	R								12/21/2020	0
	048-256-170	908 Bancroft Ave	PDP-20-063 / B2021-00061		ADU	O								12/21/2020	0
	064-321-160	329 Magnolia St	PDP-20-037/2020-33100		ADU	R								12/21/2020	0
	048-261-100	1018 Golden Gate Ave	PDP-20-067 / B2021-00063		ADU	R								12/21/2020	0
	056-164-055	650 Mill Street	PDP-20-023 / B2021-00188		1+	R								10/13/2020	0
	064-061-210	301 Myrtle Street	PDP-20-068 / B2021-00189		ADU	R								12/13/2019	0
	064-342-120	555 Seymour St	PDP-19-020/2019-32216		SFD	O								8/14/2019	0
	048-133-080	2778 Pullman Ave	POP-20-030		SFD	O							1	10/26/2021	1
	048-133-040	2778 Pullman Ave	POP-20-030		ADU	R						1		10/26/2021	1
	064-342-230	574 Magnolia St	POP-20-069		SFD	O							1	10/26/2021	1
	056-131-050	217 Central Ave	POP-20-071		ADU	R						1		7/26/2021	1
	064-231-220	451 Poplar St	POP-20-074 / B2021-00256		ADU	R						1		1/27/2021	1
	064-303-060	420 Cypress Ave	POP-21-001		ADU	R						1		9/20/2021	1
	065-090-080	480 Wavecrest Road	POP-21-003		ADU	R						1		4/7/2021	1
	056-151-140	201 Miramontes Ave	POP-21-004 / B2021-00383		ADU	R						1		3/10/2021	1
	048-364-120	1568 Mitzen Lane	POP-21-007 / B2021-00258		ADU	R						1		3/10/2021	1
	056-141-620	417-419 Cypress Ave	POP-21-009		ADU	R						1		7/28/2021	1
	056-108-160	651 Potter Ave	POP-21-019		ADU	R						1		11/17/2021	1
	056-114-110	338 Valdez	POP-21-036		ADU	R						1		7/28/2021	1
	064-052-350	240 Myrtle Street	POP-21-025		ADU	R						1		9/22/2021	1
	056-192-110	786 Johnston Street	POP-21-026 / B2021-00376		ADU	R						1		6/16/2021	1
	048-862-160	1574 Spinnaker Cove	POP-21-027 / B2021-00377		ADU	R						1		5/19/2021	1
	064-361-140	440 Central Ave	POP-21-029 / B2021-00393		ADU	R						1		6/2/2021	1
	056-126-470	321 Cornell Ave	POP-21-030		ADU	R						1		7/28/2021	1
	048-092-090	30 Valencia Street	POP-21-031		ADU	R						1		11/17/2021	1
	056-192-210	727 Main Street	POP-21-034		2 to 4	R						1		9/14/2021	1
	064-132-430	540 Myrtle Street	POP-21-045		ADU	R						1		8/25/2021	1
	056-111-040	344 Kelly Ave	POP-21-046		ADU	R						1		8/11/2021	1
	048-091-420	41 Alameda Ave	PDP-19-054 / B2021-00264		ADU	R								9/27/2019	0
	064-112-270	850 3rd Ave	POP-21-059		ADU	R						1		10/13/2021	1
	048-126-130	537 Roosevelt Blvd	PDP-19-009 / B2020-32180		SFD	O								5/29/2019	0
	064-103-200	551 Myrtle Street	POP-21-060		ADU	R						1		12/8/2021	1
	056-005-190	417 Chesterfield Ave	PDP-17-085 / B2042		SFD	O								6/27/2018	0
	056-081-390	698 Terrace	PDP-15-064		SFD	O							1	6/8/2021	1
	064-061-280	341 Myrtle Street	PDP-19-096		SFD	O							1	8/24/2021	1
	064-342-230	574 Magnolia Street	POP-20-069		SFD	O							1	10/26/2021	1
	048-133-040	2778 Pullman Ave	POP-20-030		SFD	R							1	10/26/2021	1
	048-133-040	2778 Pullman Ave	POP-20-030		ADU	R						1		10/26/2021	1
066-092-830	066-670-020	204 Camoustie Drive	Camoustie Phase 4	PDP-2018-074	SFD	O								5/21/2019	0
066-092-830	066-670-030	206 Camoustie Drive	Camoustie Phase 4	PDP-2018-074	SFD	O								5/21/2019	0
066-092-830	066-670-040	208 Camoustie Drive	Camoustie Phase 4	PDP-2018-074	SFD	O								5/21/2019	0
066-092-830	066-670-050	201 Camoustie Drive	Camoustie Phase 4	PDP-2018-074	SFD	O								5/21/2019	0
066-092-830	066-670-060	203 Camoustie Drive	Camoustie Phase 4	PDP-2018-074	SFD	O								5/21/2019	0
066-092-830	066-670-070	205 Camoustie Drive	Camoustie Phase 4	PDP-2018-074	SFD	O								5/21/2019	0
066-092-830	066-670-080	207 Camoustie Drive	Camoustie Phase 4	PDP-2018-074	SFD	O								5/21/2019	0
	064-104-240	543 Filbert St		PDP-2018-057	SFD	O								7/9/2019	0
	064-104-240	543 Filbert St		PDP-2018-057	ADU	R								7/9/2019	0
	056-133-260	332 Central Ave		B2020-32742	ADU	R									0
	048-094-180	41 Valencia St		PDP-19-104/B2020-32133	ADU	R								9/27/2020	0
	056-117-110	444 Correas St		PDP-19-020/B2019-32021	SFD	O								6/26/2019	0
	064-104-360	547 Filbert St		PDP-20-007/B2020-32866	ADU	R								6/24/2020	0
	056-210-180	716 Monte Vista Ln		B2020-33296	ADU	R								6/5/2020	0
	056-141-430	493 Kelly Ave		PDP-19-072	SFD	O								4/29/2020	0
	056-141-430	493 Kelly Ave		PDP-19-072	ADU	R								4/29/2020	0
	064-342-220	564 Magnolia St		PDP-19-017/B2020-32780	SFD	O								4/28/2020	0
	064-092-570	336 Myrtle St		PDP-19-095	SFD	O								3/4/2020	0
	064-092-570	336 Myrtle St		PDP-19-095	ADU	R								3/4/2020	0
	056-108-170	655 Potter Ave		POP-20-002	SFD	O								6/24/2020	0
	056-108-170	655 Potter Ave		POP-20-002	ADU	R								6/24/2020	0
	056-172-020	614 Purissima St		POP-18-037	SFA	O								2/11/2020	0
	056-161-040	531 Mill St		POP-19-004	2 to 4	R								3/12/2020	0
	064-141-290	604 Filbert St.		PDP-18-088/B2019-32125	ADU	R								1/22/2019	0
	064-261-630	604 Metzger St		PDP-18-012/B30912	SFD	O								11/7/2018	0

Prior APN*	Current APN	Affordability by Household Incomes - Building Permits (7)							(8)	(9)
		Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Building Permits Date Issued	# of Units Issued Building Permits
Summary Row: Start Data Entry Below		0	0	0	1	0	26	3		30
	056-055-040								5/22/2020	0
	056-103-080								5/8/2020	0
	048-112-130								2/18/2020	0
	064-341-060								7/9/2020	0
	056-179-080								12/1/2020	0
	056-200-410								3/13/2020	0
	056-095-160						1		3/1/2021	1
	048-111-010						1		7/19/2021	1
	056-088-250						1		1/20/2021	1
	048-125-180							1	3/16/2021	1
	064-321-020						1		6/18/2021	1
	064-103-220							1	7/6/2021	1
	064-103-220						1		7/6/2021	1
	064-092-530						1		1/11/2021	1
	066-092-870							1	2/18/2021	1
	066-092-870						1		2/18/2021	1
	064-293-060						1		2/8/2021	1
	056-179-120						1		10/26/2021	1
	064-251-490						1		6/9/2021	1
	064-102-090									0
	056-118-050						1		11/22/2021	1
	048-256-170						1		4/21/2021	1
	064-321-160						1		2/19/2021	1
	048-261-100						1		4/12/2021	1
	056-164-055				1		4		10/20/2021	5
	064-061-210						1		9/29/2021	1
	064-342-120								3/10/2020	0
	048-133-080									0
	048-133-040									0
	064-342-230									0
	056-131-050									0
	064-231-220						1		11/2/2021	1
	064-303-060									0
	065-090-080									0
	056-151-140						1		11/4/2021	1
	048-364-120						1		10/13/2021	1
	056-141-620									0
	056-108-160									0
	056-114-110						1		11/15/2021	1
	064-052-350									0
	056-192-110						1		11/10/2021	1
	048-862-160						1		10/6/2021	1
	064-361-140						1		11/2/2021	1
	056-126-470									0
	048-092-090									0
	056-192-210									0
	064-132-430									0
	056-111-040									0
	048-091-420								12/3/2019	0
	064-112-270									0
	048-126-130								12/23/2019	0
	064-103-200									0
	056-005-190								4/25/2019	0
	056-081-390									0
	064-061-280									0
	064-342-230									0
	048-133-040									0
	048-133-040									0
066-092-830	066-670-020								1/21/2020	0
066-092-830	066-670-030								1/21/2020	0
066-092-830	066-670-040								1/21/2020	0
066-092-830	066-670-050								1/21/2020	0
066-092-830	066-670-060								1/21/2020	0
066-092-830	066-670-070								1/21/2020	0
066-092-830	066-670-080								1/21/2020	0
	064-104-240								7/6/2020	0
	064-104-240								7/6/2020	0
	056-133-260								9/10/2020	0
	048-094-180								9/24/2020	0
	056-117-110								6/3/2020	0
	064-104-360								11/2/2020	0
	056-210-180								6/5/2020	0
	056-141-430									0
	056-141-430									0
	064-342-220								10/27/2020	0
	064-092-570									0
	064-092-570									0
	056-108-170									0
	056-108-170									0
	056-172-020									0
	056-161-040									0
	064-141-290								7/30/2020	0
	064-261-630								7/30/2020	0

Prior APN*	Current APN	Affordability by Household Incomes - Certificates of Occupancy (10)							(11)	(12)
		Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units Issued Certificates of Occupancy or other forms of readiness
Summary Row: Start Data Entry Below		0	0	0	0	0	9	6		15
	056-055-040							1	7/26/2021	1
	056-103-080						1		7/29/2021	1
	048-112-130							1	3/17/2021	1
	064-341-060						1		4/12/2021	1
	056-179-080						1		10/28/2021	1
	056-200-410									0
	056-095-160									0
	048-111-010									0
	056-088-250									0
	048-125-180									0
	064-321-020									0
	064-103-220									0
	064-103-220									0
	064-092-530									0
	066-092-870									0
	066-092-870									0
	064-293-060									0
	056-179-120									0
	064-251-490									0
	064-102-090									0
	056-118-050									0
	048-256-170									0
	064-321-160						1		9/13/2021	1
	048-261-100									0
	056-164-055									0
	064-061-210									0
	064-342-120							1	4/21/2021	1
	048-133-080									0
	048-133-040									0
	064-342-230									0
	056-131-050									0
	064-231-220									0
	064-303-060									0
	065-090-080									0
	056-151-140									0
	048-364-120									0
	056-141-620									0
	056-108-160									0
	056-114-110									0
	064-052-350									0
	056-192-110									0
	048-862-160									0
	064-361-140									0
	056-126-470									0
	048-092-090									0
	056-192-210									0
	064-132-430									0
	056-111-040									0
	048-091-420						1		2/24/2021	1
	064-112-270									0
	048-126-130							1	4/9/2021	1
	064-103-200									0
	056-005-190							1	6/21/2021	1
	056-081-390									0
	064-061-280									0
	064-342-230									0
	048-133-040									0
	048-133-040									0
066-092-830	066-670-020									0
066-092-830	066-670-030									0
066-092-830	066-670-040									0
066-092-830	066-670-050									0
066-092-830	066-670-060									0
066-092-830	066-670-070									0
066-092-830	066-670-080									0
	064-104-240									0
	064-104-240									0
	056-133-260						1		4/15/2021	1
	048-094-180									0
	056-117-110									0
	064-104-360						1		12/3/2021	1
	056-210-180						1		2/25/2021	1
	056-141-430									0
	056-141-430									0
	064-342-220									0
	064-092-570									0
	064-092-570									0
	056-108-170									0
	056-108-170									0
	056-172-020									0
	056-161-040									0
	064-141-290						1		11/23/2021	1
	064-261-630							1	11/23/2021	1

Prior APN*	Current APN		Streamlining (14)	Infill (15)	Housing with Financial Assistance and/or Deed Restrictions (16)	(17)	Housing without Financial Assistance or Deed Restrictions (18)	Term of Affordability or Deed Restriction (19)	Demolished/Destroyed Units (20)			Density Bonus (21)	(22)	(23)	(24)	Notes (25)
		How many of the units were Extremely Low Income?7	Was Project APPROVED using GC 65915.4(b)? (SB 35 Streamlining) Y/N	Infill Units? Y/N7	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)7	Number of Demolished/Destroyed Units	Demolished or Destroyed Units	Demolished/Destroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)	Notes*
Summary Row: Start Data Entry Below		15	8						1		0					
	056-055-040		N	Y												
	056-103-080		N	Y			ADU									
	048-112-130		N	Y												
	064-341-060		N	Y			ADU									
	056-179-080		N	Y			ADU									
	056-200-410		N	Y			ADU									ADU currently under construction, Certificate of Occupancy anticipated
	056-095-160		N	Y			ADU									Completed 11/4/22
	048-111-010		N	Y			ADU									legalize existing ADU
	056-088-250		N	Y			ADU									Waiting for final inspection
	048-125-180		N	Y					1	Demolished	O					SFD replacement and preexisted
	064-321-020		N	Y			ADU									
	064-103-220		N	Y												
	064-103-220		N	Y			ADU									
	064-092-530		N	Y			ADU									
	066-092-870		N	Y												
	066-092-870		N	Y			ADU									
	064-293-060		N	Y			ADU									
	056-179-120		N	Y			ADU									
	064-251-490		N	Y			ADU									
	064-102-090		N	Y			ADU									
	056-118-050		N	Y			ADU									
	048-256-170		N	Y			ADU									
	064-321-160		N	Y			ADU									
	048-261-100		N	Y			ADU									
	056-164-055		N	Y			5 apartment units									
	064-061-210		N	Y			ADU									
	064-342-120		N	Y												Conversion of a church to SFD
	048-133-080		N	Y												
	048-133-040		N	Y			ADU									
	064-342-230		N	Y												
	056-131-050		N	Y			ADU									
	064-231-220		N	Y			ADU									
	064-303-060		N	Y			ADU									
	065-090-080		N	Y			ADU									
	056-151-140		N	Y			ADU									
	048-364-120		N	Y			ADU									
	056-141-620		N	Y			ADU									
	056-108-160		N	Y			ADU									
	056-114-110		N	Y			ADU									
	064-052-350		N	Y			ADU									
	056-192-110		N	Y			ADU									
	048-862-160		N	Y			ADU									
	064-361-140		N	Y			ADU									
	056-126-470		N	Y			ADU									
	048-092-090		N	Y			ADU									
	056-192-210		N	Y			Multi-family mixed use									
	064-132-430		N	Y			ADU									
	056-111-040		N	Y			ADU									
	048-091-420		N	Y			ADU									
	064-112-270		N	Y			ADU									
	048-126-130		N	Y												
	064-103-200		N	Y			ADU									
	056-005-190		N	Y												
	056-081-390		N	Y												
	064-061-280		N	Y												
	064-342-230		N	Y												
	048-133-040		N	Y												
	048-133-040		N	Y			ADU									
066-092-830	066-670-020		N	Y												SFD currently under construction, Certificate of Occupancy anticipated
066-092-830	066-670-030		N	Y												SFD currently under construction, Certificate of Occupancy anticipated
066-092-830	066-670-040		N	Y												SFD currently under construction, Certificate of Occupancy anticipated
066-092-830	066-670-050		N	Y												SFD currently under construction, Certificate of Occupancy anticipated
066-092-830	066-670-060		N	Y												SFD currently under construction, Certificate of Occupancy anticipated
066-092-830	066-670-070		N	Y												SFD currently under construction, Certificate of Occupancy anticipated
066-092-830	066-670-080		N	Y												SFD currently under construction, Certificate of Occupancy anticipated
	064-104-240		N	Y												SFD currently under construction, Certificate of Occupancy anticipated
	064-104-240		N	Y			ADU									ADU currently under construction, Certificate of Occupancy anticipated
	056-133-260		N	Y			ADU									Legalize / remodel existing non-permitted ADU.
	048-094-180		N	Y			ADU									
	056-117-110		N	Y												
	064-104-360		N	Y			ADU									
	056-210-180		N	Y			ADU									
	056-141-430		N	Y												Building permit under review
	056-141-430		N	Y			ADU									Building permit under review
	064-342-220		N	Y												SFD currently under construction, Certificate of Occupancy anticipated
	064-092-570		N	Y												
	064-092-570		N	Y			ADU									
	056-108-170		N	Y												Building Permit ready to issue
	056-108-170		N	Y			ADU									Building Permit ready to be issued
	056-172-020		N	Y												
	056-161-040		N	Y												
	064-141-290		N	Y			ADU									
	064-261-630		N	Y												

Jurisdiction	Half Moon Bay	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	01/31/2015 - 01/31/2023

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.

Please contact HCD if your data is different than the material supplied here

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

		1	2									3	4
Income Level		**RHNA Allocation by Income Level**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**Total Units to Date (all years)**	**Total Remaining RHNA by Income Level**
Very Low	Deed Restricted	52	-	-	-	-	-	-	-	-	-	-	52
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-		
Low	Deed Restricted	31	-	-	-	-	-	-	-	-	-	1	30
	Non-Deed Restricted		-	-	-	-	-	-	1	-	-		
Moderate	Deed Restricted	36	-	-	-	-	-	-	-	-	-	60	-
	Non-Deed Restricted		-	6	3	3	12	10	26	-	-		
Above Moderate		121	9	14	12	10	7	15	3	-	-	70	51
Total RHNA		240											
Total Units			9	20	15	13	19	25	30	-	-	131	133

Note: units serving extremely low-income households are included in the very low-income permitted units totals and must be reported as very low-income units.

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will include units that were permitted since the start of the planning period.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

Jurisdiction	Half Moon Bay	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	01/31/2015 - 01/31/2023

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table C
Sites Identified or Rezoned to Accommodate Shortfall Housing Need and No Net-Loss Law

Project Identifier				Date of Rezone	RHNA Shortfall by Household Income Category				Rezone Type	Sites Description							
1				2	3				4	5	6	7	8		9	10	11
APN	**Street Address**	**Project Name+**	**Local Jurisdiction Tracking ID+**	**Date of Rezone**	**Very Low-Income**	**Low-Income**	**Moderate-Income**	**Above Moderate-Income**	**Rezone Type**	**Parcel Size (Acres)**	**General Plan Designation**	**Zoning**	**Minimum Density Allowed**	**Maximum Density Allowed**	**Realistic Capacity**	**Vacant/Nonvacant**	**Description of Existing Uses**
Summary Row: Start Data Entry Below																	

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction	Half Moon Bay	
Reporting Year	2021	(Jan. 1 - Dec. 31)

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
1-1 Housing Rehabilitation	**1-2 housing rehabilitation loans/year and home repairs to six senior, disabled, or special needs homes each year, subject to County program funding availability.**	**On-going**	**The City provides grant funding annually to Senior Coastsiders and other nonprofits to support housing and other community needs. The City allocated $200,000 out of the City's affordable housing fund in 2020 for two emergency rental assistance grants, $100,000 to Coastside Hope and $100,000 to St. Vincent de Paul of San Mateo County. Funds were to be used to assist renters in need with the current month's rent. Funds that were not expended in 2020 rolled over to 2021. In 2021, the City also allocated $250,000 out of the City's Community Services Financial Assistance grant program to seventeen different local nonprofits. $200,000 of the 2021 grant funds were focused on COVID-19 relief for the City's vulnerable populations, and the remaining $50,000 funded more general community serving projects and programs.**
1-2 Condominium & Mobile Home Conversions	**Revise Chapter 17.62 of the Municipal Code to address both condominium and mobile home park conversion.**	**Mid 2016**	**A portion of the code revisions were implemented in 2015. The California Coastal Commission adopted a comprehensive update to the Local Coastal Land Use Plan on April 15, 2021 which includes an expanded Mobile Home Park land use designation.**
1-3 Conversion of At-Risk Units	**Zoning Amendment to require enhanced notification and other protections for at-risk units.**	**Mid 2016**	**Housing consultant hired in 2021 is evaluating program needs associated with at risk units.**

2-1 Below Market Rate Program	Implement the Below Market Rate (BMR) program by improving administration, establishing agreements for affordability in perpetuity, encouraging provision of units on-site as part of market-rate development, provide density bonuses or other incentives.	On-going	In 2021 City Council approved affordable housing agreement with 320 Church Street; anticipated update to BMR ordinance to include rental units in 2022.
2-2 Density Bonus	Determine financial feasibility of fee waivers as an incentive for affordable housing.	Mid-2016	To be considered as a future action.
2-3 Second Units	Encourage development of accessory dwelling units.	On-going	In 2021, updated ADU ordinance was adopted by City Council, submitted to Coastal Commission for certification, and submitted to HCD for compliance review. Anticipated completion in 2022. In advance of certification, City staff is implementing State ADU law with modifications to protect coastal act resources. ADU activity continues to increase as demonstrated in this APR.
2-4 Small Lot Development	Encourage development of substandard or severely substandard lots for two such lots developed per year.	On-going	Meeting and/or exceeding goal of two substandard or severely substandard lots developed per year and on track to meet the objective of 16 units during the housing element cycle; all applications for development of substandard or severely substandard lots have been approved by the applicable hearing body (Community Development Director or Planning Commission) when the applications are bought forward to hearing.
2-5 Adequate Sites	Provide adequate sites as part of the Local Coastal Program and General Plan Update.	Mid 2016	The California Coastal Commission adopted a comprehensive update to the Local Coastal Land Use Plan on April 15, 2021. The update maintains adequate sites and includes numerous new sites intended for inclusion in the Cycle 6 Housing Element, including a new "Workforce Housing Overlay" designation. The Cycle 5 sites remain valid for the current Housing Element.
2-6 Consistency in Planning Documents	Ensure consistency with existing conditions, policy, and regulations in planning documents.	Mid 2016	The California Coastal Commission adopted a comprehensive update to the Local Coastal Land Use Plan on April 15, 2021. The comprehensive update has been reviewed for consistency. The City intends to proceed with corresponding zoning amendments in support of the Cycle 6 Housing Element.

2-7 Utilization of Affordable Housing Fund	Establish an allocation method for the City's affordable housing fund including an RFP process to solicit proposals for affordable housing developments.	On-going	The City adopted affordable housing fund allocation guidelines in 2019. In 2020, the City allocated $200,000 out of the City's affordable housing fund for two emergency rental assistance grants, $100,000 to Coastside Hope and $100,000 to St. Vincent de Paul of San Mateo County. Funds were to be used to assist renters in need with the current month's rent. Funds that were not expended in 2020 rolled over to 2021.
2-8 Affordable Housing Resources	Identify funding sources and notify developers of these options.	On-going	Commercial linkage fee study drafted with San Mateo County 21 Elements. Anticipated completion as a future action.
2-9 Housing Element Annual Report	Prepare and submit Annual Housing Element Report to HCD by April 1st following an update to the Planning Commission and City Council	On-going annually	Continued annual compliance with this program.
2-10 Annual review of Residential Dwelling Unit Allocation System	Conduct annual evaluation of Measure D implementation in December each year	On-going annually	Continued annual compliance with this program.
2-11 Mixed Use Development and Housing Stock Diversity	Identify and plan for diverse housing types.	Mid 2016	The California Coastal Commission adopted a comprehensive update to the Local Coastal Land Use Plan on April 15, 2021. The update maintains adequate sites and includes numerous new sites for diverse housing types, including a new "Workforce Housing Overlay" designation on numerous sites, including several within the City's defined "Town Center" area. In May 2020, California Coastal Commission certified the "Mixed-Use Districts and Parking Standards Ordinance" to reduce parking requirements and remove the use permit requirement for housing in the Commercial - Downtown zoning district in order to reduce barriers to housing development and make housing an explicitly permitted use within the City's four mixed-use zoning districts.
3-1 Removal of Constraints	Continue to assess and update the zoning ordinance to address constraints	On-going	The ADU ordinance update adopted by the City and certified by the California Coastal Commission in December 2018 reduced constraints for the development of ADUs. Further updates to the ADU ordinance were adopted by City Council and submitted to the California Coastal Commission for certification in 2021. The Mixed-Use Districts and Parking Standards Ordinance discussed in 3-8 below, was initiated in 2019 and certified by the California Coastal Commission in 2020.

3-2 Senior and Disabled Housing	Encourage development of housing for seniors and the disabled, including persons with development disabilities	On-going	City staff routinely meets with developers and encourages development of housing for seniors and the disabled as well as use of the density bonus incentives. Mixed-use development at 415 Purissima Street was entitled in 2020 with 5 units over commercial space, one unit will be fully ADA accessible, and building permits have been issued. A project at Main and Kelly has been under review and will include at least two accessible units of the six proposed.
3-3 Special Needs Housing Coordination	Support agencies serving the City to address special needs housing.	On-going	The City adopted affordable housing fund allocation guidelines in 2019. In 2020, the City allocated $200,000 out of the City's affordable housing fund for two emergency rental assistance grants, $100,000 to Coastside Hope and $100,000 to St. Vincent de Paul of San Mateo County. Funds were to be used to assist renters in need with the current month's rent, which was especially important in 2020 and 2021 due to the COVID-19 pandemic. The City also allocated $250,000 out of the City's Community Services Financial Assistance grant program in 2021 to seventeen different local nonprofits. $200,000 of the 2021 grant funds were focused on COVID-19 relief for the City's vulnerable populations, and the remaining $50,000 funded more general community serving projects and programs.
3-4 Home Sharing	Facilitate home sharing and cooperatives	On-going	The City continues to support HIP Housing and has made significant progress with ADU production as detailed in this report.
3-5 Large Households	Provide incentives for large BMR units	Completed 2015	The City updated its BMR ordinance in 2015 to include incentives for large BMR units. The City applied for REAP grant funding in February 2020 to provide additional BMR incentives.
3-6 Emergency Shelters and Transitional/Supportive Housing	Define and identify transition and supportive housing as permitted uses subject to the same standards as other residential dwellings	Completed 2016	In 2016 the Zoning Code was updated to implement this program with respect to transitional and supportive housing.
3-7 Maintain Ongoing Estimates of the Demand for Emergency Housing	Consult with the Police Department, churches and other agencies to maintain ongoing estimates of the demand for emergency housing.	On-going	Community Services and Community Development Department staff maintain relationships with the Sheriff and the Homeless Outreach Team (HOT) and also keep track of encampments to make sure needed services are made available to the local homeless population. In 2020, with City Council support, San Mateo County purchased the Coastside Inn (a 52 room hotel) for conversion into a homeless shelter. Operations commenced in December 2020.

3-8 Revise Development Standards	Update the parking standards in the zoning ordinance for the R-3 Zoning District	Pending	Although the program focuses on the R-3 Zoning District, parking standards in the mixed-use districts were determined to be more important to address. City Council adopted and the California Coastal Commission certified the "Mixed-Use Districts and Parking Standards Ordinance" in 2020 which significantly updates mixed-use development standards for four zoning districts, including progressive parking code and removing the use permit requirement for housing in the Commercial - Downtown district, to reduce barriers to housing production and making housing an explicitly permitted use within the City's four mixed-use zoning districts.
3-9 Regulations Addressing Design Review	Update design guidelines and design review process	On-going	The City applied for HCD's SB 2 Planning Grant to support this program. This work will include CEQA coverage of zoning updates including objective design standards, including components of form based code. The residential design guidelines were updated in 2015 concurrent with adoption of the 2015-2023 Housing Element; the 2018 update of the Accessory Dwelling Unit ordinance includes only objective criteria and provides significant flexibility with respect to detached accessory dwelling units. The forthcoming update to the ADU ordinance also includes objective design standards.
4-1 Equal Housing Opportunity	Facilitate equal opportunity housing	On-going	In 2019, the City adopted residential renter security measures (e.g. tenant protection measures) to coordinate with AB 1482. Measures include minimum lease terms and City-funded mediation. Implementation began in 2020; however, other renter protection measures at the State level to address the economic challenges imposed by the COVID pandemic were also imposed. The City posts and provides information regarding equal housing opportunity; the new Housing Resources Guide provides additional information and support.
4-2 Nondiscrimination Clauses	Require nondiscrimination clauses in affordable housing agreements and deed restrictions	On-going	The City's affordable housing agreement template includes nondiscrimination clauses; the affordable housing agreements approved in 2018 (940 Main Street) and 2021 (320 Church Street/"Creekside") also include nondiscrimination clauses.
5-1 Energy Conservation and Efficiency	Promote conservation and housing affordability with energy and water efficiency.	On-going	Development review addresses sustainability; City has funded Senior Coastsiders for energy conservation and weatherization upgrades in senior housing; adopted 2019 CBSC; the City Council considered a draft electrification ordinance in 2021 with anticipated adoption in 2022.

Jurisdiction	Half Moon Bay	
Reporting Period	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	01/31/2015 - 01/31/2023

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Note: "*" indicates an optional field

Cells in grey contain auto-calculation formulas

Table E

Commercial Development Bonus Approved pursuant to GC Section 65915.7

Project Identifier				Units Constructed as Part of Agreement				Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
1				2				3	4
APN	**Street Address**	**Project Name***	**Local Jurisdiction Tracking ID***	**Very Low Income**	**Low Income**	**Moderate Income**	**Above Moderate Income**	**Description of Commercial Development Bonus**	**Commercial Development Bonus Date Approved**
Summary Row: Start Data Entry Below									

Jurisdiction	Half Moon Bay	
Reporting Period	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	01/31/2015 - 01/31/2023

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F
Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)

Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.

Activity Type	Units that Do Not Count Towards RHNA+ Listed for Informational Purposes Only				Units that Count Towards RHNA + Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1+
	Extremely Low-Income+	Very Low-Income+	Low-Income+	TOTAL UNITS+	Extremely Low-Income+	Very Low-Income+	Low-Income+	TOTAL UNITS+	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Residential Units	26	26		52					The Coastside Inn, a 52-room hotel, was purchased by the County of San Mateo in December 2020 using State
Mobilehome Park Preservation									
Total Units by Income	26	26		52					

Jurisdiction	Half Moon Bay	
Reporting Period	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	01/31/2015 - 01/31/2023

NOTE: This table must only be filled out if the housing element sites inventory contains a site which is or was owned by the reporting jurisdiction, and has been sold, leased, or otherwise disposed of during the reporting year.

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Table G

Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of

Project Identifier						
1				**2**	**3**	**4**
APN	**Street Address**	**Project Name+**	**Local Jurisdiction Tracking ID+**	**Realistic Capacity Identified in the Housing Element**	**Entity to whom the site transferred**	**Intended Use for Site**
Summary Row: Start Data Entry Below						

Jurisdiction	Half Moon Bay	
Reporting Period	2021	(Jan. 1 - Dec. 31)

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Table H						
Locally Owned Surplus Sites						
Parcel Identifier				**Designation**	**Size**	**Notes**
1	**2**	**3**	**4**	**5**	**6**	**7**
APN	**Street Address/Intersection**	**Existing Use**	**Number of Units**	**Surplus Designation**	**Parcel Size (in acres)**	**Notes**
Summary Row: Start Data Entry Below						

Jurisdiction	Half Moon Bay	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	01/31/2015 - 01/31/2023

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	1
Moderate	Deed Restricted	0
	Non-Deed Restricted	26
Above Moderate		3
Total Units		**30**

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Units by Structure Type	Entitled	Permitted	Completed
SFA	0	0	0
SFD	6	3	6
2 to 4	1	0	0
5+	0	5	0
ADU	21	22	9
MH	0	0	0
Total	**28**	**30**	**15**

Housing Applications Summary	
Total Housing Applications Submitted:	25
Number of Proposed Units in All Applications Received:	25
Total Housing Units Approved:	18
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	**Rental**	**Ownership**	**Total**
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas

Jurisdiction	Half Moon Bay	
Reporting Year	2021	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Local Early Action Planning (LEAP) Reporting
(CCR Title 25 §6202)

Please update the status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized based on the eligible uses specified in Section 50515.02 or 50515.03, as applicable.

Total Award Amount	$ 65,000.00	*Total award amount is auto-populated based on amounts entered in rows 15-26.*

Task	$ Amount Awarded	$ Cumulative Reimbursement Requested	Task Status	Other Funding	Notes
1. Develop strategies to expand site capacity	$15,000.00	$0.00	In progress	Local General Fund	
2. Define update work plan	$11,000.00	$0.00	In progress	Local General Fund	
3. Rezoning/updating development standards	$4,000.00	$0.00	In progress	Local General Fund	
4. Complete Housing Element update	$35,000.00	$0.00	In progress	Local General Fund	

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Table A2)

Completed Entitlement Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	22
Above Moderate		6
Total Units		**28**

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	1
Moderate	Deed Restricted	0
	Non-Deed Restricted	26
Above Moderate		3
Total Units		**30**

Certificate of Occupancy Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	9
Above Moderate		6
Total Units		**15**

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **March 1, 2022**

TO: Honorable Mayor and City Council

VIA: Bob Nisbet, City Manager

FROM: Lisa Lopez Rossi, Administrative Services Director

TITLE: **AMENDMENT OF THE COVID PREVENTION POLICY**

RECOMMENDATION:
Adopt a resolution amending the City of Half Moon Bay's Covid Prevention Plan to provide for COVID-19 vaccine status verification, vaccine requirements, testing requirements, and authorizes the City Manager to sign and implement.

FISCAL IMPACT:
There is no significant fiscal impact to the City.

STRATEGIC ELEMENT:
This action supports the Healthy Communities and Public Safety elements of the Strategic Plan.

BACKGROUND/DISCUSSION:
The COVID-19 pandemic is a public health emergency. The overwhelming consensus of public health authorities, including the State Public Health Officer and the County Health Officer, is that vaccination against COVID-19 is the most effective means of preventing infection with the COVID-19 virus, and subsequent transmission and outbreaks. Within the City, staff were strongly encouraged to receive their vaccination and city administration allowed departments heads to work with staff to allow them to schedule appointments during work hours.

In September, the California Occupational Safety and Health Standards Board issued additional Cal/OSHA COVID-19 Prevention emergency temporary standards mandating that all businesses track employee's vaccination records while stopping short of mandating vaccines for all employees. Human Resources followed the new mandate and assumed the collection and management without any issue for the City.

At the November 2, 2021, City Council meeting, Councilmember Rarback requested a future agenda item to consider a vaccination mandate for all contractors doing business with the City.

Following this request, at the December 7th meeting, the Council directed staff to move forward with a vaccine mandate for City employees and Onsite Contractors who work within the City limits. After input from the City's labor groups, the Council had further discussion and in the interest of public safety, wanted to ensure all mandates related to Covid-related safeguards were in place and part of the policy. Staff has incorporated the vaccine mandate into the existing City's Covid Prevention Plan as the document was to be updated.

The attached Covid Prevention Plan will set forth the City of Half Moon Bay's protocol regarding COVID-19 vaccine status verification, vaccine requirements (page 2 – 3) and testing requirements as directed by the City Manager and/or mandated by the Orders of the State Public Health Officer of the State of California. It applies to City employees and onsite contractors.

The City of Half Moon Bay will continue check for the most current information from the California Department of Public Health (CDPH) including guidance documents, Health Orders, and Executive Orders from the Governor's Office and county and local health departments and follow the most current information. Some provisions of Cal/OSHA's COVID-19 emergency regulation may be suspended, or more stringent requirements may need to be implemented based on updated guidance and orders from the CDPH and the Governor's Office through the issuance of updated or new Executive Orders and county or local health department regulations.

ATTACHMENT:
Resolution
City of Half Moon Bay Covid Prevention Plan

RESOLUTION NO. C-2022 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY ADOPTING THE AMENDED COVID PREVENTION POLICY

WHEREAS, The COVID-19 pandemic is a public health emergency; and

WHEREAS, The overwhelming consensus of public health authorities, including the State Public Health Officer and the County Health Officer, is that vaccination against COVID-19 is the most effective means of preventing infection with the COVID-19 virus, and subsequent transmission and outbreaks.; and

WHEREAS, The City in an effort to keep employees and members of the public safe instituted the Covid Prevention Plan and now amends to include and set forth the City of Half Moon Bay's protocol regarding COVID-19 vaccine status verification, vaccine requirements and testing requirements; and

WHEREAS, The City will continue check for the most current information from the California Department of Public Health (CDPH) including guidance documents, Health Orders, and Executive Orders from the Governor's Office and county and local health departments and follow the most current information;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Half Moon Bay hereby adopts the amended Covid Prevention Plan, which provides COVID-19 vaccine status verification, vaccine requirements and testing requirements, and authorizes the City Manager to sign and implement.

****

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 1st day of March 2022 by the City Council of Half Moon Bay by the following vote:

AYES, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ATTEST:

_____

Jessica Blair, City Clerk

APPROVED:

_____

Debbie Ruddock, Mayor

COVID-19 Prevention Plan (CPP) for City of Half Moon Bay

This CPP is designed to control exposures to the SARS-CoV-2 virus that may occur in our workplace.

Effective Date: January 1, 2021

Revised: March 1, 2022

Introduction

This policy is enacted in order to set forth the City of Half Moon Bay's policy regarding COVID-19 vaccine status verification, vaccine requirements and testing requirements as directed by the City Manager and/or mandated by the Orders of the State Public Health Officer of the State of California.

The City of Half Moon Bay will continue check for the most current information from the California Department of Public Health (CDPH) including guidance documents, Health Orders, and Executive Orders from the Governor's Office and county and local health departments and follow the most current information. Some provisions of Cal/OSHA's COVID-19 emergency regulation may be suspended, or more stringent requirements may need to be implemented based on updated guidance and orders from the CDPH and the Governor's Office through the issuance of updated or new Executive Orders and county or local health department regulations.

Scope

This policy applies to all City employees and onsite Contractors employed by the city with the following exceptions:

a. Work locations with one employee who does not have contact with other persons
b. Employees with occupational exposure as defined by Cal/OSHA Title 8 Section 5199, when covered by that section

Authority and Responsibility

The City Manager or designee has overall authority and responsibility for implementing the provisions of this CPP in our workplace. In addition, all managers and supervisors are responsible for implementing and maintaining the CPP in their assigned work areas and for ensuring employees receive answers to questions about the program in a language they understand. In addition, the following will be in place:

1. Human Resources will take a lead role in coordinating communication and training with departments, employees, and labor groups.
2. The City Safety Committee will serve as the COVID Prevention Program oversight committee and will serve in an advisory capacity for pertinent aspects of the Policy.

3. All employees are responsible for using safe work practices, following all directives, policies, and procedures, and assisting in maintaining a safe work environment. It is also the responsibility of the employee to request clarification from their Department Head should a question arise. Failure to follow this policy or comply with the following may result in disciplinary action up to and including termination.

Identification and Evaluation of COVID-19 Hazards

The following will be implemented in the workplace:

- Conduct workplace-specific evaluations using the **Appendix A: Identification of COVID-19 Hazards** form.
- Evaluate employees' potential workplace exposures to all persons at, or who may enter, our workplace.
- Review applicable orders and general and industry-specific guidance from the State of California, Cal/OSHA, and the local health department related to COVID-19 hazards and prevention.
- Evaluate existing COVID-19 prevention controls in our workplace and the need for different or additional controls. In addition, public access to City facilities shall be established according to applicable health orders and may require that facilities are fully closed to the public; allow for small meetings by appointment only within spaces designed to accommodate social distancing or other exposure controls.
- Conduct periodic inspections using the **Appendix B: COVID-19 Inspections form** as needed to identify unhealthy conditions, work practices, and work procedures related to COVID-19 and to ensure compliance with our COVID-19 policies and procedures.

Employee participation

Employees and their representatives are encouraged to participate in the identification and evaluation of COVID-19 hazards by **immediately reporting any hazards or violation of this plan to their immediate supervisor and/or Human Resources.**

Control of COVID-19 Hazards

Vaccinations

All City Employees and onsite Contractors employed by the city must submit proof of vaccination by May 1, 2022 to the Human Resources Department.

Vaccinations will be documented in the following manner:

- Employees will provide proof of COVID vaccination (vaccine card, image of vaccine card or health care document showing vaccination status) to Human Resources, and Human Resources will maintain the information in accordance with HIPAA requirements.
- City Contractors are required to affirmatively certify to the City's Administrative Services Director that they have verified that their respective Onsite Contractor Employees have

provided proof of COVID-19 vaccination. City Contractors shall be responsible for managing exemption requests and costs associated with any accommodations provided to their employees in association with approved exemptions.

For reference, according to the Center for Disease Control and Prevention (CDC), "Fully vaccinated" means a person has received their primary series of Covid-19 vaccines. The policy requirements set forth herein are subject to change if federal, state, and/or local guidance expands to include COVID-19 booster shot recommendations.

Employees who choose not to reveal their vaccination status will be treated as if unvaccinated in accordance with Cal/OSHA requirements. Workers who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, will be considered unvaccinated and COVID-19 testing will be required a minimum of twice a week utilizing both an antigen and PCR test.

The City will require that Onsite Contractors who are not fully vaccinated against COVID-19 be tested for Covid-19 a minimum of twice a week with both an antigen and PCR test.

Human Resources will provide supervisors and managers with a list of which employees are fully vaccinated, so they are able to enforce the face covering and testing requirements as specified in this plan.

COVID-19 Testing

1. If an employee covered by this policy is not fully vaccinated, the employee will be required to comply with this policy for testing.
2. Employees who report to the workplace at least once every seven days:
   must be tested for COVID-19 at least twice every seven days; and
   must provide documentation of the most recent COVID-19 test result to their supervisor or Human Resources no later than the seventh day following the date on which the employee last provided a test result.
3. Any employee who does not report to the workplace during a period of seven or more days (e.g., if they were teleworking for two weeks prior to reporting to the workplace):
   must be tested for COVID-19 within seven days prior to returning to the workplace; and
   must provide documentation of that test result to their supervisor or Human Resources upon return to the workplace.
4. If an employee does not provide documentation of a COVID-19 test result as required by this policy, they will be removed from the workplace until they provide a test result.

5. Employees who have received a positive COVID-19 test or have been diagnosed with COVID-19 by a licensed healthcare provider, are not required to undergo COVID-19 testing for 90 days following the date of their positive test or diagnosis.
6. City employees who elect to be vaccinated in accordance with this policy may do so during their normal working hours. Employees will receive two hours of release time for each shot.

Employees who have an adverse reaction to the vaccine will be provided with COVID leave to cover their time away from work. Employees without available COVID leave or Sick leave will be provided with up to three days of administrative leave.

Face Coverings

Effective February 16, 2022, vaccinated employees are not required to wear masks in our workspaces. If you are not fully vaccinated, please continue to wear a mask. Masks will be provided to all unvaccinated employees, and they may ask their department head or manager if additional masks are needed. All unvaccinated employees must wear a face covering when indoors or in vehicles. Supervisors will ensure unvaccinated employees will comply with face covering requirements.

The following are exceptions to the use of face coverings for unvaccinated employees in the workplace:

- When an employee is alone in a room.
- While eating and drinking at the workplace, provided employees are at least six feet apart and outside air supply to the area, if indoors, has been maximized to the extent possible.
- Employees who cannot wear face coverings due to a medical or mental health condition or disability, or who are hearing-impaired or communicating with a hearing-impaired person. Alternatives will be considered on a case-by-case basis.
- Specific tasks that cannot feasibly be performed with a face covering, where employees will be kept at least six feet apart.

Any unvaccinated employee not wearing a face covering, face shield with a drape or other effective alternative, or respiratory protection, for any reason, shall be at least six feet apart from all other persons.

Correction of COVID-19 Hazards

Unsafe or unhealthy work conditions, practices or procedures will be documented on the

Appendix B: COVID-19 Inspections form, and corrected in a timely manner based on the severity of the hazards, as follows:

- The severity of the hazard will be assessed, and correction time frames assigned,

accordingly.

- Individuals are identified as being responsible for timely correction.
- Follow-up measures are taken to ensure timely correction.

Engineering controls

The following measures will be implemented in situations where unvaccinated employees cannot maintain at least six feet between individuals:

- A partition installed (and shall remain in place) at the front counter to avoid any direct contact between staff and the public.
- Unvaccinated field staff will be provided masks for protecting their respiratory systems when working in close proximity in the field.

Maximize, to the extent feasible, the quantity of outside air for our buildings with mechanical or natural ventilation systems by:

- Increasing frequency of HVAC filter replacements at City facilities.
- upgrading the City Hall filtration system to increase efficiency.
- Provide N95 filtration masks to City staff working in Half Moon Bay when requested.

Cleaning and disinfecting

The following cleaning and disinfection measures for frequently touched surfaces have been implemented:

- Provide disinfecting wipes and hand sanitizing stations at City Hall and Ted Adcock Community Center (TACC.)
- Disinfecting wipes and bottled hand sanitizer will be provided to staff working at the Annex.
- Provide latex gloves to all City staff working in City facilities if so requested.
- Provided daily janitorial services at all City facilities in accordance with CDC, State and County guidelines.]

Should the City have a COVID-19 case during a high-risk exposure period, and disinfection of the area, material or equipment is indoors and will be used by another employee within 24 hours of the COVID-19 case, employees will not be allowed in the area where a COVID-19 confirmed, or suspected employee/person worked until the area has been deep cleaned and disinfected.

Shared tools, equipment, and personal protective equipment (PPE)

PPE must not be shared (e.g., gloves, goggles, and face shields).

Items that employees come in regular physical contact with, such as phones, headsets, desks, keyboards, writing materials, instruments and tools must also not be shared, to the extent feasible. Where there must be sharing, the items will be disinfected between uses by employees themselves with sanitizing wipes distributed by management.

Sharing of vehicles will be minimized to the extent feasible, and high-touch points (for example, steering wheel, door handles, seatbelt buckles, armrests, shifter, etc.) will be disinfected between users.

Hand sanitizing

To implement effective hand sanitizing procedures, the City will continually:

- Evaluate handwashing facilities.
- Determine the need for additional cleaning & sanitizing facilities or stations.
- Encourage and allow time for employee handwashing.
- Provide employees with effective hand sanitizer, and prohibit hand sanitizers that contain methanol (i.e., methyl alcohol).
- Encourage employees to wash their hands for at least 20 seconds each time.
- Distribute [personal protective equipment (PPE) to control employee exposure to COVID-19.

The City will continue to evaluate the need for PPE (such as gloves, goggles, and face shields) as required by CCR Title 8, section 3380, and provide such PPE as needed.
The City will continue to evaluate the need for additional respiratory protection in accordance with CCR Title 8 section 5144 when the physical distancing requirements are not feasible or maintained.

Investigating and Responding to COVID-19 Cases
Appendix D: Investigating COVID-19 Cases form will be used for investigation and response to COVID-19 cases.

Unvaccinated employees who have had a potential COVID-19 exposure* in the workplace will be:

- Informed of their possible exposure to COVID-19 in the workplace while maintaining confidentiality.
- Offered COVID-19 testing at no cost during their working hours.
- Instructed to stay home for 10-14 days after the exposure.
- Advised of the temporary closing of the general area where the infected employee(s) worked until cleaning is completed.
- Advised of the deep cleaning of the entire area where the infected employee(s) worked and may have been located.

- Given information on benefits described in Training and Instruction, and Exclusion of COVID-19 Cases, below, will be provided to them.

*COVID exposure definition (Appendix G): Employee who was within six feet of an infected person for a cumulative total of 15 minutes or more over a 24-hour period starting from two days before illness onset (or, for asymptomatic patients, two days prior to test specimen collection.)

System for Communicating

Our goal is to ensure we have effective two-way communication with employees in a form they can readily understand, and it includes the following information:

- Requiring employees to report COVID-19 symptoms and possible hazards to their manager, supervisor, or Human Resources Department.
- Instructing employees not to report to work when sick.
- Informing employees, they can report symptoms and hazards without fear of reprisal.
- Providing reasonable accommodations for employees with medical or other conditions that put them at increased risk of severe COVID-19 illness when possible.
- Where testing is not required, advising employees to contact their personal physician, or the county health department for information on where they can access COVID-19 testing.
- In the event the City is required to provide testing because of a workplace exposure or outbreak, a plan will be communicated for providing testing and inform affected employees of the reason for testing and possible consequences of a positive test.
- COVID-19 testing is not required for employees who are fully vaccinated prior to close contact with a suspected exposure and who are not exhibiting symptoms; for COVID-19 cases who have returned to work and have remained free of COVID-19 symptoms, for 90 days after the initial onset of COVID-19 symptoms; or for COVID-19 cases who never developed symptoms, for 90 days after their first positive test.
- Providing information about COVID-19 hazards to employees (and other employers and individuals in contact with our workplace) who may be exposed, what is being done to control those hazards, and our COVID-19 policies and procedures.

Training and Instruction

The City will provide effective training and instruction that includes:

- COVID-19 policies and procedures to protect employees from COVID-19 hazards.
- Information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws.

- The fact that:
    - COVID-19 is an infectious disease that can be spread through the air.
    - COVID-19 may be transmitted when a person touches a contaminated object and then touches their eyes, nose, or mouth.
    - An infectious person may have no symptoms.
- Methods of physical distancing of at least six feet and the importance of combining physical distancing with the wearing of face coverings.
- The fact that particles containing the virus can travel more than six feet, especially indoors, so physical distancing must be combined with other controls, including face coverings and hand hygiene, to be effective.
- The importance of frequent hand washing with soap and water for at least 20 seconds and using hand sanitizer when employees do not have immediate access to a sink or hand washing facility, and that hand sanitizer does not work if the hands are soiled.
- Proper use of face coverings and the fact that face coverings are not respiratory protective equipment - face coverings are intended to primarily protect other individuals from the wearer of the face covering.
- COVID-19 symptoms, and the importance of obtaining a COVID-19 test and not coming to work if the employee has COVID-19 symptoms.

Appendix E: COVID-19 Training Roster will be used to document this training.

Exclusion of COVID-19 Cases

Where there is a COVID-19 case in the workplace and employees may have had close contact, transmission will be limited by:

- Ensuring COVID-19 cases are excluded from the workplace until our return-to-work requirements are met, with the following exceptions:
    - Employees who were fully vaccinated before the close contact and who do not develop COVID-19 symptoms; and
    - COVID-19 cases who returned to work pursuant to the aforementioned requirements and have remained free of COVID-19 symptoms for 90 days after the initial onset of COVID-19 symptoms or for COVID-19 cases who never developed COVID-19 symptoms for 90 days after the first positive test.
- Maintaining an employee's earnings, seniority, and all other employee rights and benefits whenever there is a work related COVID-19 exposure. This will be accomplished by employer-provided employee sick leave benefits, payments from public sources or other means of maintaining earnings, rights, and benefits, where permitted by law and when not covered by workers' compensation. Employees will be provided information on available benefits at the time of exclusion.

Reporting, Recordkeeping, and Access

It is the City's policy to:

- Report information about COVID-19 cases in the workplace to the local health department whenever required by law, and provide any related information requested by the local health department.
- Report immediately to Cal/OSHA any COVID-19-related serious illnesses or death, as defined under CCR Title 8 section 330(h), of an employee occurring in the workplace or in connection with any employment.
- Maintain records of the steps taken to implement a written COVID-19 Prevention Program in accordance with CCR Title 8 section 3203(b).
- Make the written COVID-19 Prevention Program available in the workplace to employees, authorized employee representatives, and to representatives of Cal/OSHA immediately upon request.
- Use the **Appendix D: Investigating COVID-19 Cases** form to keep a record of and track all COVID-19 cases. The information will be made available to employees, authorized employee representatives, or as otherwise required by law, with personal identifying information removed.

Return-to-Work Criteria

- COVID-19 cases with COVID-19 symptoms will not return to work until all the following have occurred:
  - At least 24 hours have passed since a fever of 100.4 or higher has resolved without the use of fever-reducing medications.
  - COVID-19 symptoms have improved.
  - At least 10 days have passed since COVID-19 symptoms first appeared.
- COVID-19 cases who tested positive but never developed COVID-19 symptoms will not return to work until a minimum of 10 days have passed since the date of specimen collection of their first positive COVID-19 test.
- A negative COVID-19 test will not be required for an employee to return to work.
- If an order to isolate or quarantine an employee is issued by a local or state health official, the employee will not return to work until the period of isolation or quarantine is completed or the order is lifted. If no period was specified, then the period will be 10 days from the time the order to isolate was effective, or 14 days from the time the order to quarantine was effective.

Bob Nisbet, City Manager **Date**

Appendix A: Identification of COVID-19 Hazards
All persons, regardless of symptoms or negative COVID-19 test results, will be considered potentially infectious. Particular attention will be paid to areas where people may congregate or encounter one another, regardless of whether employees are performing an assigned work task or not. For example: meetings, entrances, bathrooms, hallways, aisles, walkways, elevators, break or eating areas, cool-down areas, and waiting areas.

Evaluation of potential workplace exposure will be to all persons at the workplace or who may enter the workplace, including coworkers, employees of other entities, members of the public, customers or clients, and independent contractors. We will consider how employees and other persons enter, leave, and travel through the workplace, in addition to addressing fixed work locations.

Person conducting the evaluation: **[enter name(s)]**
Date: **[enter date]**
Name(s) of employee and authorized employee representative that participated: **[enter name(s)]**

Interaction, area, activity, work task, process, equipment, and material that potentially exposes employees to COVID-19 hazards	Places and times	Potential for COVID-19 exposures and employees affected, including members of the public and employees of other employers	Existing and/or additional COVID-19 prevention controls, including barriers, partitions, and ventilation

Interaction, area, activity, work task, process, equipment, and material that potentially exposes employees to COVID-19 hazards	Places and times	Potential for COVID-19 exposures and employees affected, including members of the public and employees of other employers	Existing and/or additional COVID-19 prevention controls, including barriers, partitions, and ventilation

Appendix B: COVID-19 Inspections
Date: [enter date]
Name of person conducting the inspection: **[enter names]**
Work location evaluated: **[enter information]**

Exposure Controls	Status	Person Assigned to Correct	Date Corrected
Engineering			
Barriers/partitions			
Ventilation (amount of fresh air and filtration maximized)			
Additional room air filtration			
[add any additional controls your workplace is using]			
[add any additional controls your workplace is using]			
Administrative			
Physical distancing			
Surface cleaning and disinfection (frequently enough and adequate supplies)			
Hand washing facilities (adequate numbers and supplies)			
Disinfecting and hand sanitizing solutions being used according to manufacturer instructions			
[add any additional controls your workplace is using]			
[add any additional controls your workplace is using]			
PPE (not shared, available and being worn)			
Face coverings (cleaned sufficiently often)			
Gloves			
Face shields/goggles			
Respiratory protection			
[add any additional controls your workplace is using]			

Appendix C: CITY OF HALF MOON BAY COVID-19 SYMPTOM SCREENING LOG

Date: _____ Work Site:_____

Last Name	First Name	I confirm: 1. My temperature is below 100.4 degrees Fahrenheit. 2. I do NOT have any of the following related to COVID-19: fever, fatigue, dry cough, shortness of breath, sore throat, loss of appetite, muscle aches, headache, cold symptoms, nausea, diarrhea, loss of smell/taste; and 3. I am NOT aware of any contact with a person infected with COVID. Please sign below to confirm. If you are unable to confirm items 1-3 above, please leave the building and call your supervisor.	Log Reviewed by:	Recheck Time, if Required

Appendix D: Investigating COVID-19 Cases

All personal identifying information of COVID-19 cases or symptoms will be kept confidential. All COVID-19 testing or related medical services provided by us will be provided in a manner that ensures the confidentiality of employees, with the exception of unredacted information on COVID-19 cases that will be provided immediately upon request to the local health department, CDPH, Cal/OSHA, the National Institute for Occupational Safety and Health (NIOSH), or as otherwise required by law.

All employees' medical records will also be kept confidential and not disclosed or reported without the employee's express written consent to any person within or outside the workplace, with the following exceptions: (1) Unredacted medical records provided to the local health department, CDPH, Cal/OSHA, NIOSH, or as otherwise required by law immediately upon request; and (2) Records that do not contain individually identifiable medical information or from which individually identifiable medical information has been removed.

Date: [enter date]

Name of person conducting the investigation: **[enter name(s)]**

Employee (or non-employee*) name:		**Occupation (if non-employee, why they were in the workplace):**	
Location where employee worked (or non-employee was present in the workplace):		**Date investigation was initiated:**	
Was COVID-19 test offered?		**Name(s) of staff involved in the investigation:**	
Date and time the COVID-19 case was last present in the workplace:		**Date of the positive or negative test and/or diagnosis:**	
Date the case first had one or more COVID-19 symptoms:		**Information received regarding COVID-19 test results and onset of symptoms (attach documentation):**	

Results of the evaluation of the COVID-19 case and all locations at the workplace that may have been visited by the COVID-19 case during the high-risk exposure period, and who may have been exposed (attach additional information):			

Notice given (within one business day, in a way that does not reveal any personal identifying information of the COVID-19 case) of the potential COVID-19 exposure to:		
All employees who may have had COVID-19 exposure and their authorized representatives.	**Date:**	
	Names of employees that were notified:	
Independent contractors and other employers present at the workplace during the high-risk exposure period.	**Date:**	
	Names of individuals that were notified:	

Notice given (within one business day, in a way that does not reveal any personal identifying information of the COVID-19 case) of the potential COVID-19 exposure to:			
What were the workplace conditions that could have contributed to the risk of COVID-19 exposure?		**What could be done to reduce exposure to COVID-19?**	
Was local health department notified?		**Date:**	

*Should an employer be made aware of a non-employee infection source COVID-19 status.

Appendix E: COVID-19 Training Roster
Date: [enter date]
Person that conducted the training: [enter name(s)]

Employee Name	Signature

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **March 1, 2022**

TO: Honorable Mayor and City Council

VIA: Bob Nisbet, City Manager

FROM: John Doughty, Public Works Director
Maz Bozorginia, City Engineer

TITLE: **INDEFINITE SUSPENSION OF MAIN STREET BRIDGE REHABILITATION PROJECT**

RECOMMENDATION:
It is recommended the City Council adopt a resolution authorizing the City Manager to:

A. Remove the Main Street Bridge Rehabilitation Project from the Draft FY 2022-23 Capital Improvement Program and Capital Budget;

B. Send a letter informing Caltrans of the City's intent to suspend indefinitely all work on the Main Street Bridge Rehabilitation Project and to initiate project closeout;

C. Send a letter to Biggs Cardosa, Inc. (City's design and environmental consultant) formally suspending all design and environmental services work and directing close out their contract;

D. Send a letter to each member of the Main Street Bridge Advisory Committee thanking them for their service and informing them of the City Council decision to indefinitely suspend work on the Main Street Bridge Rehabilitation Project and sunset the MSBAC; and

E. Take all other actions reasonably necessary to indefinitely suspend and closeout the Project in FY 2021-22.

FISCAL IMPACT:
Indefinite suspension of the Project will result in an immediate savings of approximately $150,000 related to suspension of design and environmental review with an additional savings of approximately $1.35 million in City match funds during construction. Caltrans has reimbursed the City approximately $750,000 in design and environmental costs to date which could be subject to refund request. We believe that the suspension of the project is justified and should not be subject to refund.

STRATEGIC ELEMENT:
This recommendation supports the following Elements of the Strategic Plan: Infrastructure and Environment, Healthy Communities and Public Safety, and Inclusive Governance.

BACKGROUND:
The Main Street Bridge was constructed in the early 1900's and serves as the primary access point to downtown Half Moon Bay from State Route 92. The Main Street bridge is a critical element of the City's downtown and environmental setting. It is a historic structure and has a critical relationship to the riparian habitat resources of Pilarcitos Creek. The bridge structure is a concrete arch that is supported on concrete abutments and timber piles. A spandrel wall projects out from the arch soffit and support the earthen fill used to create the roadbed. Wingwalls extend back from the abutments to support the roadway approaches.

In 2014, Main Street Bridge (also known as the Pilarcitos Creek Bridge) was listed on the National Register of Historic Places. Also, in 2014, Half Moon Bay voters passed Measure F, the "Main Street Bridge Preservation Act," which requires the Bridge's "historical, visual, and physical integrity (including appearance and character)" to be "preserved intact" and prohibits the City from demolishing or physically expanding the Bridge without a prior vote of the people.

In 2014, the Council established the Main Street Bridge Advisory Committee (MSBAC) to serve as a link between the community and City staff regarding the Main Street Bridge design, environmental review and construction/detour process. First appointments to the MSBAC was made in the summer of 2015. The MSBAC has provided input on the project since formation.

In 2015, the City Council received a report from Atkinson Noland & Associates a Colorado-based structural engineering firm regarding the Main Street Bridge. The report (https://www.half-moon-bay.ca.us/DocumentCenter/View/4662/ANA-Field-Investigation-Report_MSB_10062015) did not evaluate seismic stability, but ultimately concluded that the bridge was structurally adequate and not eminently likely to fail.

In 2016, the City applied for federal grant funding as part of the Highway Bridge Program (HBP) and was approved for the rehabilitation of the historic Main Street Bridge per the Federal and State Transportation Improvements Program (FTIP/STIP) to address seismic retrofit. The funding was allocated to begin in Federal Fiscal Year (FFY) 2019-2020. The total project cost is listed as $8,527,000 with a federal share of $7,549,000 (88.53 percent) and local match of $978,000 (11.47 percent). The total project cost includes hard costs (construction) and soft costs (engineering, environmental, and project management).

In early 2017, staff made a request to Caltrans Local Assistance, who manages the federally-funded transportation projects, to advance the Preliminary Engineering (PE) funding for the Main Street Bridge to Federal FY 2017-2018. The PE phase includes design, environmental clearance, permits and project management.

On February 28, 2018, Caltrans notified the City that its request for Preliminary Engineering funds had been approved for $1,291,000 with federal reimbursement at 88.53%. Issuance of the Caltrans E-76 form for the Preliminary Engineering authorized preparation of plans, specifications, environmental document, permits and project management for the project.

In August of 2018, the City Council approved a contract with Biggs Cardosa Inc. to provide structural engineering services for the bridge rehabilitation at a total cost of $1,100,000. Their contract includes six subconsultants as follows: 1) David J. Powers and Associates for environmental compliance and permitting, 2) BKF Engineers for the roadway design, traffic, hydraulics, survey and ADA compliance, 3) Architectural Resources Group for historic consultation, 4) Callander Associates for landscape architecture and community outreach, 5) Parikh Consultant for the geotechnical engineering and 6) Drake Haglan and Associates for the funding support and structural design check.

Additionally, in August 2018, the City Council approved a contract with Pacific Municipal Engineering, Inc. (PME) for project management services.

In 2018, the City Attorney considered whether the Main Street Bridge rehabilitation project would trigger the voter approval requirements of Measure F. The City Council waived attorney-client privilege and made the memo available to the community. The City Attorney concluded that the City may undertake the proposed work on the Bridge without submitting it to a vote of the people because the planned design is rehabilitative in nature, designed to improve the Bridge's structural integrity without compromising its appearance or character, and would not demolish nor expand the Bridge.

DISCUSSION:
City staff is recommending that the City Council indefinitely suspend work on the Main Street Bridge Rehabilitation Project. The bases for the recommendation are as follows:

1. Design and environmental review by Caltrans has taken significantly longer than anticipated and construction costs have continued to increase significantly.
   The total cost of the project is now estimated at $13.7 million; this represents an increase of more than 30-percent over original 2018 estimates. This increase represents an increase in City-related matching costs to $1.57 million;

2. In 2019, Caltrans adopted new bridge barrier requirements. These standards apply to all State and federally funded bridge construction and rehabilitation projects advertised for construction on or after September 1, 2019 and were not contemplated at the time of the grant application or award. Under the provisions, all barriers must now comply with the Manual for Assessing Safety Hardware (MASH) criteria and must be crash-tested;

3. The new MASH criteria have required significant modifications to the bridge design including replacing the existing barriers, widening of the sidewalks to accommodate the new barriers, removal of the pilasters, and providing additional weight support;

4. It remains unclear today if Caltrans will accept bridge design as meeting historic requirements based upon their imposition of modern crash barrier criteria to a federally Registered Historic Bridge and if Caltrans will fund construction of the Project;

5. Recently the City received a letter from a resident threatening litigation and asking the City to Cease and Desist all work on the Main Street Bridge Rehabilitation Project in large part due to design modifications necessitated by the new MASH criteria, and while the City takes no position on the claims in the letter, they reflect continued hurdles for the project.

Indefinite suspension will require providing notice to Caltrans and Biggs Cardosa Associates (City Consultant). Official close-out of the project will occur during the remainder of FY 2021-22. Closeout work will require continued assistance of PME, our project manager. The City will close-out the contract with PME prior to the end of the fiscal year. With indefinite suspension, the City will no longer need the services of the Main Street Bridge Advisory Committee. As such, staff is recommending sunsetting of the Committee immediately. Following project closeout, the Main Street Bridge will be maintained by the City in accordance with Measure F, the "Main Street Bridge Preservation Act". As a public facility, the City will continue to ensure safe and accessible travel by all parties in accordance with the Americans With Disabilities Act (ADA) and California Title 24.

ATTACHMENT:
Resolution in Support of Indefinite Suspension of the Main Street Bridge Rehabilitation Project

RESOLUTION NO. C-2022-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY STEPS TO INDEFINITELY SUSPEND AND CLOSEOUT THE MAIN STREET BRIDGE REHABILITATION PROJECT

WHEREAS, the Main Street Bridge, constructed in the early 1900's, serves as the primary access point to downtown Half Moon Bay from State Route 92 and is a critical element of the City's downtown and environmental setting; and

WHEREAS, in 2014, the Main Street Bridge (also known as the Pilarcitos Creek Bridge) was listed on the National Register of Historic Places; and

WHEREAS, in 2016, the City applied for federal grant funding as part of the Highway Bridge Program (HBP) and was approved for the rehabilitation of the historic Main Street Bridge for a total project cost of $8,527,000 with a federal share of $7,549,000 (88.53 percent) and local match of $978,000 (11.47 percent); and

WHEREAS, on February 28, 2018, Caltrans notified the City that its request for Preliminary Engineering funds has been approved for $1,291,000 with federal reimbursement at 88.53%; and

WHEREAS, Caltrans issued an E-76 form for the Preliminary Engineering authorizing preparation of plans, specifications, environmental document, permits and project management for the project; and

WHEREAS, following solicitation, the City selected the firm of Biggs Cardosa Inc. for design and environmental clearance/permitting and the firm of Peninsula Municipal Engineering Inc. for project management/management support for the Project on August 21, 2018; and

WHEREAS, since that time, the City and its consultant team have worked closely with Caltrans staff to ensure the design of the historic rehabilitation was in compliance with the City's Measure F provisions (the Main Street Bridge Preservation Act);

WHEREAS, in 2019, Caltrans adopted new bridge barrier requirements. These standards apply to all State and federally funded bridge construction and rehabilitation projects advertised for construction on or after September 1, 2019. Under the provisions, all barriers must now comply with the Manual for Assessing Safety Hardware (MASH) criteria and must be crash-tested;

WHEREAS, the new MASH criteria have required significant modifications to the bridge design including replacing the existing barriers, widening of the sidewalks to accommodate the new barriers, removal of the pilasters, and providing additional weight support and

WHEREAS, it remains unclear today if Caltrans will accept bridge design as meeting historic requirements based upon their imposition of modern crash barrier criteria to a federally Registered Historic Bridge and if Caltrans will continue to fund construction of the Project; and

WHEREAS, design and environmental review by Caltrans has taken significantly longer than anticipated and construction costs have continued to increase significantly; and

WHEREAS, recently the City received a letter from a resident threatening litigation and asking the City to Cease and Desist all work on the Main Street Bridge Rehabilitation Project;

WHEREAS, while the historic design and construction of the Main Street Bridge Rehabilitation Project has not been determined to trigger voter approval requirements of Measure F, Caltrans required design modifications and review delays have resulted in total anticipated bridge cost at least 30-percent higher than anticipated in 2018; and

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Half Moon Bay hereby authorizes the City Manager to:

A. Remove the Main Street Bridge Rehabilitation Project from the Draft FY 2022-23 Capital Improvement Program and Capital Budget;

B. Send a letter informing Caltrans of the City's intent to suspend indefinitely all work on the Main Street Bridge Rehabilitation Project and to initiate project closeout;

C. Send a letter to Biggs Cardosa (City's consultant) formally suspending all design and environmental services work and directing close out their contract;

D. Send a letter to each member of the Main Street Bridge Advisory Committee thanking them for their service and informing them of the City Council decision to indefinitely suspend work on the Main Street Bridge Rehabilitation Project and sunset the MSBAC; and

E. Take all other actions reasonably necessary to indefinitely suspend and closeout the Project in FY 2021-22.

****

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 1st day of March, 2022 by the City Council of Half Moon Bay by the following vote:

AYES, Councilmembers:
NOES, Councilmembers:

ABSENT, Councilmembers:
ABSTAIN, Councilmembers:

ATTEST:

_____
Jessica Blair, City Clerk

APPROVED:

_____
Debbie Ruddock, Mayor

1474317.1

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **March 1, 2022**

TO: Honorable Mayor and City Council

VIA: Bob Nisbet, City Manager

FROM: John Doughty, Public Works Director
Maz Bozorginia, City Engineer
Denice Hutten, Associate Civil Engineer

TITLE: **FINAL ACCEPTANCE OF THE SHERIFF SUBSTATION RENOVATION PROJECT: DON FOWLER CONSTRUCTION (CIP NO. 0605)**

RECOMMENDATION:
By resolution, authorize the City Manager or his designee to file a Notice of Completion for the Sheriff Substation Renovation Project (Project): Don Fowler Construction (Primary Contractor), and release the Primary Contractor Project Retention Funds and Project Performance Bond and Labor and Materials Bond thirty (30) days after recordation of the Notice of Completion.

FISCAL IMPACT:
The approved contract award for the Project Primary Contractor, Don Fowler Construction, is $226,696. Authorized contingency funds provide a total amount of $272,035. The total cost for the Primary Contractor was $249,196. There are sufficient funds in the Capital Budget under CIP Project No. 0605 to cover the cost of the Primary Contractor portion of the Project.

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

BACKGROUND:
On September 21, 2021, by Resolution C-2021-79, the City Council awarded a construction contract to Don Fowler Construction of Prather, California (Primary Contractor) in the amount of $226,696 for the Sheriff Substation Renovation Project. The Resolution provided $45,339 (20%) for Project contingencies.

Also, by Resolution C-2021-79, the Council amended the FY 2021-22 Project Capital Budget by adding $114,035 to CIP No. 0605 and authorized the City Manager to enter into minor contracts related to the Project.

Primary Contractor work for the Sheriff Substation included modular building floor leveling, minor interior wall demolition and construction, installation of ADA compliant bullet-proof transaction windows, complete renovation of the bathrooms and locker rooms to achieve ADA compliance, installation of an on-demand water heater, installation of flooring and ceiling tiles, installation of minor electrical upgrades, installation of new CAT6 wiring station-wide and wall repair and painting station-wide.

Additional minor contracts required for the Project include purchase of new furniture and deputy lockers, installation of new exterior windows and siding to repair leaks and dry-rot discovered during construction, installation of a new deputy entry door, addition of a fire-wall between the Substation and the EOC, installation of flooring and painting of walls in the adjacent Substation/EOC kitchen, and, hanging of bulletin and white boards, shelves and window coverings, storing and moving re-usable furniture back into the substation and other miscellaneous finish-work tasks.

Don Fowler Construction has completed the Primary Contractor portion of the Project work to the satisfaction of the City Engineer and has submitted a one-year warranty bond for the work. Total cost of Primary Contractor construction was $249,196.

Construction included in minor contracts associated with the Project is significantly complete with the exception of chairs and lockers delivery which has been delayed due to Covid-19 supply chain impacts. Locker delivery and installation has been moved up to May 2022.

DISCUSSION:
Although the CIP No. 0605 Capital Project fund will remain open until the locker delivery and installation anticipated in May 2022, the Primary Contractor portion of the work is complete. The one-year warranty bond is adequate to ensure the work products perform as expected.

Staff recommends City Council authorize the City Manager or his designee to file a Notice of Completion for the Primary Contractor work and release the Primary Contractor Retention Funds and Performance and Labor and Materials Bonds thirty (30) days after recordation of the Notice of Completion.

ATTACHMENT:
Resolution approving final acceptance of the Primary Contractor work for the Sheriff Substation Renovation Project

Resolution No. C-2022-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO FILE A NOTICE OF COMPLETION FOR THE SHERIFF SUBSTATION RENOVATION PROJECT (PROJECT): DON FOWLER CONSTRUCTION (PRIMARY CONTRACTOR), AND RELEASE THE PROJECT RETENTION FUNDS AND PROJECT PERFORMANCE AND LABOR AND MATERIALS BONDS THIRTY (30) DAYS AFTER RECORDATION OF THE NOTICE OF COMPLETION

WHEREAS, on September 21, 2021, the City Council adopted Resolution C-2021-79 to award a construction contract for CIP No. 0605, the "Sheriff Substation Renovation Project" (Project) to Don Fowler Construction (Primary Contractor), in the amount of $226,696; and

WHEREAS, Resolution C-2021-79 also authorized contingency funding in the amount of 20% ($45,339) of the contract award for the Project; and

WHEREAS, the Primary Contractor has completed all contract improvements in compliance with the contract documents for a total amount of $249,196; and

WHEREAS, the Primary Contractor has provided a one-year maintenance bond for the work executed under the construction contract.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Half Moon Bay hereby authorizes the City Manager or his designee to accept the Sheriff Substation Renovation Project: Don Fowler Construction (Primary Contractor) as complete and file a Notice of Completion, and further authorizes staff to release the Project retention funds and the Performance and Labor and Material Bonds thirty (30) days after recordation of the Notice of Completion.

****

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 1st day of March 2022 by the City Council of Half Moon Bay by the following vote:

AYES, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ATTEST:

_____

Jessica Blair, City Clerk

APPROVED:

_____

Debbie Ruddock, Mayor

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **March 1, 2022**

TO: Honorable Mayor and City Council

VIA: Bob Nisbet, City Manager

FROM: Matthew Chidester, Deputy City Manager
Catherine Engberg, City Attorney

TITLE: **POTENTIAL ACQUISITION OF SAN MATEO COUNTY APNS 056-128-130, 056-128-110, 064-042-010, 064-042-020, and 064-042-060, HALF MOON BAY**

RECOMMENDATION:
Adopt a resolution authorizing the City Manager to execute Purchase and Sale Agreements to acquire five parcels located in the West of Railroad area owned by Glenn Campbell and Vicki L. Campbell, as co-trustees of the Glenn Campbell and Vicki Campbell Revocable Trust, dated August 31, 1998 (San Mateo County APN 056-128-130), Wing Yu Chew and Jean Suey Chew, as trustees of the Wing Yu Chew and Jean Suey Chew Revocable Trust date February 28, 1996 (San Mateo County APN 056-128-110), and Daniel M. Dieguez and Carolyne Zinko, as Trustees of the Dieguez/Zinko 2014 Revocable Trust, dated April 7, 2014 (San Mateo County APNs 064-042-010, 064-042-020, and 064-042-060).

FISCAL IMPACT:
The City's appraisal valued the parcels identified for acquisition from $25,000 to $30,000 with a total value of $145,000 for all five parcels. The City will use Lot Retirement Funds (traffic mitigation payments from the sponsor of the 63-unit Ailanto Pacific Ridge project) to fund the purchases. No General Fund monies will be used.

BACKGROUND:

I. 2020 Land Use Plan Update

On October 20, 2020, the City Council approved an LUP Update, the culmination of a multi-year effort that commenced in 2013. The LUP Update does not make any substantive change to the policies affecting the WRR PD area.

The WRR PD area is designated Regional Public Recreation with a PD overlay. This designation was carried forward in the recent update to the LUP. The 2020 LUP Update allows residential development in the WRR PD area, but prioritizes public acquisition. It provides:

> *The West of Railroad PD has long been envisioned for public land acquisition with the intent of preserving the larger blufftop area for its significant habitat, coastal access and recreation, and scenic value. While the 1996 Land Use Plan* [update of 1985 LUP] *included Planned Development policies for West of Railroad, it prioritized public acquisition by the State Department of Park and Recreation to assure an adequate buffer between residential and recreational use in an area where the width of current public ownership is quite limited.*
>
> *Because this area is located immediately east of the City blufftop lands, these lots should be considered for acquisition directly by the City, through the City's lot retirement program, or by land trusts. Public land acquisition would allow this land to be used for green infrastructure to address runoff and erosion concerns along this blufftop area. It would also allow space for managed retreat of the Coastal Trail as the bluffs erode to maintain public access and recreational opportunities.*

The LUP Update identifies significant site constraints affecting the WRR PD area and the adjacent Coastal Trail, including significant site erosion. The LUP Update explains:

> *Concurrently with the Land Use Plan update, the City completed detailed erosion studies of the City-owned and maintained Poplar Beach Blufftop Park area immediately west of the West of Railroad PD. The analysis considered existing on-going erosion conditions as well as the effects of sea level rise. The estimated location of the bluff edge in 2050 and 2100 was mapped for a "business as usual" condition as well as a mitigated approach wherein drainage and public access improvements are implemented. In the unmitigated case, the bluff face is projected to recede as much as 200 feet by 2100 which would bring it into the West of Railroad PD. The mitigated case is about half that, or 100 feet. In either case, it should be assumed that less blufftop land will remain between the West of Railroad PD and the beach below over the course of the Land Use Plan horizon to 2040; even less blufftop will remain in one hundred years (representing the anticipated life of residential development). As these blufftops support a heavily used section of the Coastal Trail and a variety of sensitive animal and plant species, this projected loss is significant.*

2020 LUP Update at 2-55.

II. City's Lot Retirement Program

The City plans to purchase and retire lots in the WRR PD area using funds paid by the developer of the Pacific Ridge subdivision. On or about October 15, 2008, the Coastal Commission approved the Coastal Development Permit (CDP) application of Ailanto Properties Inc. (Ailanto) to construct 63 housing units on land adjacent to the eastern ends of Grandview Boulevard and Terrace Avenue, north of Highway 92 and east of Highway 1 in the City (Ailanto Project). The

Coastal Commission approved the CDP subject to Ailanto's payment of $45,000 per new housing unit it constructed, for a total of $2.835 million, to allow the City to purchase and retire other property in the City to mitigate the traffic impacts of the Ailanto Project (Lot Retirement Funds).

The City's acquisition of land in the WRR PD area would both mitigate cumulative traffic impacts of the Pacific Ridge subdivision and implement coastal resource policies in the City's certified 1985 Land Use Plan, 1996 Local Coastal Program, and 2020 Land Use Plan Update. The City's 2020 Coastal Land Use Plan Update prioritizes acquisition/retirement of lots in the WRR PD area in light of its significant habitat, coastal access and recreation, fractured ownership, and scenic value. Public acquisition would also avoid hazards, including the LUP's projection that under business as usual conditions, the bluff face is projected to recede as much as 200 feet by the year 2100, which would bring it into the West of Railroad PD. Public acquisition would allow space for managed retreat of the Coastal Trail as the bluffs erode.

DISCUSSION:

The Property proposed for acquisition consists of San Mateo County APNs 056-128-130, 056-128-110, 064-042-010, 064-042-020, and 064-042-060. The Property is located in the WRR PD area, as shown in the map included in this staff report. Acquisition of the Property will protect significant habitat and scenic values, provide an area for green infrastructure to control drainage and manage hazards/erosion, manage retreat of the Coastal Trail, mitigate cumulative traffic impacts through the City's lot retirement program, and maintain public access and recreational opportunities in the West of Railroad area, implementing the City's 1985 Local Coastal Land Use Plan (LUP), 1996 certified Local Coastal Program, and 2020 LUP Update.

Staff has negotiated Purchase and Sale Agreements (PSA) containing the following terms and conditions:

1. The City will pay a total of $145,000 for fee title to the Property. This amount represents the full appraised value of the five parcels.
2. Upon execution of the PSA, the City will open an escrow account and deposit the fully executed PSA therein.
3. The City shall deposit the full amount of consideration (Funds) for the Property in the escrow account.
4. Within 15 days of less of depositing the Funds in escrow, the agreement shall be completed (Closing Date), subject to the City's conditions to closing (including a General Plan conformance determination by the Planning Commission) and the Owner's conditions to closing.
5. If all conditions are met by the Closing Date, the Owners shall convey to the City fee simple title to the Property by duly executed and acknowledged grant deed.

General Plan consistency

The City's 2020 LUP Update, which serves as the City's Land Use Element, designated the Property as Regional Public Recreation and imposes PD land use designation policies on the area. The Property is currently vacant and undeveloped and is in a natural state. The 2020 LUP Update notes that the WRR PD, where the Property is located, has long been envisioned for public land acquisition, with the intent to preserve the larger blufftop area for its significant habitat, coastal access and recreation, and scenic values. The WRR PD is located immediately west of the City blufftop lands, such that these lands should be considered for acquisition directly by the City through the lot retirement program. In light of potential acquisition, the City may incorporate the Property into the Poplar Beach Gateways Plan, a project that will create a plan for the Poplar Beach area, improve parking and access, create a phased program for erosion mitigation, bluff restoration, creation of gateway elements, and initiate work on the easterly re-alignment of the Coastal Trail between Poplar Street and Kelly Avenue. This future intended use is consistent with the City's 2020 LUP Update.

Staff will request that the Planning Commission confirm this finding at a regular meeting prior to close of escrow pursuant to Government Code section 65402.

CEQA

Staff has concluded that the acquisition is exempt from the requirements of the California Environmental Quality Act, Public Resources Code sections 21000 et seq. (CEQA), under CEQA Guidelines 14 CCR section 15301 (Existing Facilities) and section 15061(b)(3) (no possibility of effect on environment) because the City's acquisition of the Property will cause no change in the current physical condition of the Property as vacant land and will result in no change to the current use of the Property as vacant land.

ATTACHMENTS:

1. Resolution authorizing the City manager to execute a Purchase and Sale Agreement with Glenn Campbell and Vicki L. Campbell, as co-trustees of the Glenn Campbell and Vicki L. Campbell Revocable Trust, dated August 31, 1998 ($25,000), Wing Yu Chew and Jean Suey Chew, as trustees of the Wing Yu Chew and Jean Suey Chew Revocable Trust date February 28, 1996 ($30,000), and Daniel M. Dieguez and Carolyne Zinko, as Trustees of the Dieguez/Zinko 2014 Revocable Trust, dated April 7, 2014 ($90,000), for a total of $145,000
2. Purchase and Sale Agreement between Glenn Campbell and Vicki L. Campbell, as co-trustees of the Glenn Campbell and Vicki L. Campbell Revocable Trust, dated August 31, 1998 and the City of Half Moon Bay; Purchase and Sale Agreement between Wing Yu Chew and Jean Suey Chew, as trustees of the Wing Yu Chew and Jean Suey Chew Revocable Trust date February 28, 1996 and the City of Half Moon Bay; and Purchase and Sale Agreement between Daniel M. Dieguez and Carolyne Zinko, as Trustees of the Dieguez/Zinko 2014 Revocable Trust, dated April 7, 2014 and the City of Half Moon Bay

Resolution No. C-2022-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE AND SALE AGREEMENTS WITH GLENN CAMPBELL AND VICKI CAMPBELL, AS CO-TRUSTEES OF THE GLENN CAMPBELL AND VICKI L. CAMPBELL REVOCABLE TRUST, DATED AUGUST 31, 1998, WING YU CHEW AND JEAN SUEY CHEW, AS TRUSTEES OF THE WING YU CHEW AND JEAN SUEY CHEW REVOCABLE TRUST DATE FEBRUARY 28, 1996, AND DANIEL M. DIEGUEZ AND CAROLYNE ZINKO, AS TRUSTEES OF THE DIEGUEZ/ZINKO 2014 REVOCABLE TRUST, DATED APRIL 7, 2014 TO ACQUIRE SAN MATEO COUNTY APNS 056-128-130, 056-128-110, 064-042-010, 064-042-020, AND 064-042-060

WHEREAS, the City is seeking to acquire property in the West of Railroad Planned Development (WRR PD) area to protect significant habitat and scenic values, provide an area for green infrastructure to control drainage and manage hazards/erosion, manage retreat of the Coastal Trail, mitigate cumulative traffic impacts through the City's lot retirement program, and maintain public access and recreational opportunities in the West of Railroad area, implementing the City's 1985 Local Coastal Land Use Plan (LUP), 1996 certified Local Coastal Program, and 2020 LUP Update; and

WHEREAS, the five private parcels known as San Mateo County Assessor's Parcel Numbers 056-128-130, 056-128-110, 064-042-010, 064-042-020, and 064-042-060 (Property) are part of the antiquated subdivision in the WRR PD area; and

WHEREAS, on October 15, 2008, the Coastal Commission approved a modified coastal development permit authorizing the construction of 63 housing units by Ailanto Properties on land adjacent to the eastern ends of Grandview Boulevard and Terrace Avenue, north of Highway 92 and east of Highway 1 in the City (Ailanto Project), subject to the project sponsor's payment of $45,000 per new housing unit constructed by the project sponsor (for a total of $2.835 million) to allow the City to purchase and retire other property in the City to mitigate the traffic impacts of the Ailanto Project (Mitigation Funds); and

WHEREAS, the City's purchase and retirement of property in the WRR PD area with potential for residential development for the Project would mitigate the traffic impacts of the Ailanto Project as well as protect coastal resources; and

WHEREAS, the City intends to use the Mitigation Funds to acquire property in the WRR PD area for the acquisition of properties in the WRR PD area to minimize the cumulative traffic impacts of the Ailanto Project; and

WHEREAS, the City has communicated its intent to acquire property in the WRR PD area to owners of property in that area and has received interest from certain owners to sell their property; and

WHEREAS, the City and Glenn Campbell and Vicki L. Campbell, as co-trustees of the Glenn Campbell and Vicki L. Campbell Revocable Trust have negotiated a purchase and sale agreement whereby the City will acquire APN 056-128-130 for $25,000, under specific terms and conditions of the agreement; and

WHEREAS, the City and Wing Yu Chew and Jean Suey Chew, as trustees of the Wing Yu Chew and Jean Suey Chew Revocable Trust have negotiated a purchase and sale agreement whereby the City will acquire APN 056-128-110 for $30,000, under specific terms and conditions of the agreement; and

WHEREAS, the City and Daniel M. Dieguez and Carolyne Zinko, as Trustees of the Dieguez/Zinko 2014 Revocable Trust have negotiated a purchase and sale agreement whereby the City will acquire APNs 064-042-010, 064-042-020, and 064-042-060 for $90,000, under specific terms and conditions of the agreement; and

WHEREAS, The City's 2020 LUP Update, which serves as the City's Land Use Element, designated the Property as Regional Public Recreation and imposes PD land use designation policies on the area, prioritizing public acquisition directly by the City; and

WHEREAS, the City Council exercises its independent judgment and finds that the acquisition is exempt from the requirements of the California Environmental Quality Act under section 15301 (Existing Facilities) and section 15061(b)(3) (no possibility of effect on environment) because the City's acquisition of the Property will cause no change in the current physical condition of the Property as vacant land and will result in no change to the current use of the Property as vacant land; and

WHEREAS, the City Manager recommends that the Council approve the City's purchase of the Property for $145,000, for retirement of lots with the potential for residential development in the West of Railroad area, thus reducing future traffic in the City.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council Authorize the City Manager to execute purchase and sale agreements to acquire the Property for a total of $145,000, and take all other actions reasonably necessary to effectuate the purchases.

OWNER:	**Glenn Campbell and Vicki L. Campbell, as co-trustees of the Glenn Campbell and Vicki L. Campbell Revocable Trust**
PARCEL NUMBER:	**San Mateo County APN 056-128-130**
OWNER:	**Wing Yu Chew and Jean Suey Chew, as trustees of the Wing Yu Chew and Jean Suey Chew Revocable Trust**
PARCEL NUMBER:	**San Mateo County APN 056-128-110**
OWNER:	**Daniel M. Dieguez and Carolyne Zinko, as Trustees of the**

Dieguez/Zinko 2014 Revocable Trust

PARCEL NUMBER: **San Mateo County APNs 064-042-010, 064-042-020, and 064-042-060**

****

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 1st day of March, 2022 by the City Council of Half Moon Bay by the following vote:

AYES, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ATTEST:

APPROVED:

_____

Jessica Blair, City Clerk

_____

Debbie Ruddock, Mayor

1474337.2

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

by and between

GLENN CAMPBELL AND VICKI L. CAMPBELL, as Co-Trustees of the GLENN CAMPBELL AND VICKI L. CAMPBELL REVOCABLE TRUST, DATED AUGUST 31, 1998,

as Seller

and

CITY OF HALF MOON BAY,

as Buyer

For the purchase and sale of

APN 056-128-130

Half Moon Bay, California

_____, 2022

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

(APN: 056-128-130, HALF MOON BAY, CALIFORNIA)

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE (this "**Agreement**"), dated for reference purposes only as _____, 2022, is by and between GLENN CAMPBELL AND VICKI L. CAMPBELL, as Co-Trustees of the GLENN CAMPBELL AND VICKI L. CAMPBELL REVOCABLE TRUST, DATED AUGUST 31, 1998 ("**Seller**") and the CITY OF HALF MOON BAY, a municipal corporation formed under the laws of the State of California ("**Buyer**" or "**City**"). Seller and City agree as follows:

1. PURCHASE AND SALE

1.1 Property Included in Sale

Seller agrees to sell and convey to City, and City agrees to purchase from Seller, subject to the following terms, covenants, and conditions:

[a] the real property known as APN 056-128-130 in the City of Half Moon Bay, California, and more particularly described in Exhibit A and identified on Exhibit B, both attached hereto (the "**Land**");

[b] all improvements and fixtures located on the Land (the "**Improvements**"); and

[c] any and all rights, privileges, and easements incidental or appurtenant to the Land or Improvements, including, without limitation, any and all minerals, oil, gas and other hydrocarbon substances, on and under the Land under ownership and control of Seller as of the Effective Date of this Agreement, as well as any and all water rights and development rights, air rights relating to the Land, and, any and all easements, rights-of-way, or other appurtenances used in connection with the beneficial use and enjoyment of the Land or Improvements, and any and all of Seller's right, title and interest in and to all roads and alleys adjoining or servicing the Land or Improvements (collectively, the "**Appurtenances**");

All of the items referred to in Subsections [a], [b], and [c] above are collectively referred to as the "**Property**."

Notwithstanding the definition of Property above, Seller may remove fixtures and special items from the Property, while ensuring security of the Property, upon vacating after Close of Escrow.

Except as set forth in Sections 3 and 7 herein, Buyer agrees that Buyer shall acquire the Property in an "as-is, where-is" condition, with all faults, without any express or implied representations, covenants, or warrantees relating to merchantability, marketability, profitability, or fitness of the Property for any purpose whatsoever or compliance with any laws, rules, ordinances, or regulations of any applicable governmental authority or body. Buyer fully and

irrevocably releases Seller from any and all claims that it may have or hereafter acquire against Seller arising from or related to any construction defects, errors, omission, or other conditions, latent or otherwise, including environmental, geotechnical, and seismic matters affecting the Property from and after the transfer of ownership of the Property to Buyer.

2. CONSIDERATION

Buyer shall pay to Seller, in cash, the amount of Twenty Five Thousand Dollars and No Cents ($25,000.00) (the "Purchase Price").

3. TITLE TO THE PROPERTY

3.1 Conveyance of Title to the Property

At the Property Closing (as defined in Section 5.3) Seller shall convey to City, or its nominee, fee simple title to the Property by duly executed and acknowledged grant deed in the form attached hereto as Exhibit C (the "**Deed**"), subject to the Accepted Conditions of Title (as defined in Section 3.2 [Title Insurance]).

3.2 Title Insurance

Delivery of title in accordance with Section 3.1 shall be evidenced by the commitment of Chicago Title Company (the "**Title Company**") to issue to City, or its nominee, a CLTA owner's policy of title insurance (or an ALTA extended coverage policy if the Survey (defined below) is obtained by City) (the "**Title Policy**") in an amount equal to the Purchase Price, insuring fee simple title to the Land, the Appurtenances and the Improvements in City, or its nominee, free of the liens of any and all deeds of trust, mortgages, assignments of rents, financing statements, creditors' claims, rights of tenants or other occupants, and all other exceptions, liens, and encumbrances except solely for the following (such exceptions approved by City are collectively referred to herein as the "**Accepted Conditions of Title**"): (i) the lien of real property taxes, not yet due or payable, provided City shall be shown as exempt from such taxes in the Title Policy; and (ii) exception numbers 1, 4, 5, 6, 7, 8, 10, 13, 14, 15, as listed in the preliminary title reports from Chicago Title Company dated December 20, 2021, Order No. 15608873-156-TJK-JM (APN 056-128-130).

4. CONDITIONS TO CLOSING

4.1 City's Conditions to Closing

The following are conditions precedent to City's obligation to purchase the Property (collectively, "**City's Conditions Precedent**").

[a] Title Company shall be committed at the Property Closing to issue to City the Title Policy (or Title Policies) as provided in Section 3.2 [Title Insurance].

[b] Seller shall have delivered the items described in Section 5.4 below [Seller's Delivery of Documents] on or before the Property Closing.

[c] Approval of this Agreement and the purchase of the Property by the Half Moon Bay City Council.

[d] Compliance with California Government Code Section 65402.

If any of City's Conditions Precedent are not satisfied within the time periods set forth above, then City shall have the right in its sole discretion either to waive in writing the City's Condition Precedent in question and proceed with the purchase or, in the alternative, terminate this Agreement without charge, penalty, or further liability or obligation to Seller.

4.2 Seller's Conditions to Closing

The following are conditions precedent to Seller's obligation to sell the Property (collectively, "**Seller's Conditions Precedent**"):

[a] City shall have delivered the items described in Section 5.5 below [City's Delivery of Documents and Funds] on or before the Property Closing.

If any of Seller's Conditions Precedent are not satisfied, Seller shall have the right in its sole discretion either to waive in writing the Seller's Condition Precedent in question and proceed with the sale or, in the alternative, terminate this Agreement without charge, penalty, or further liability or obligation to Buyer.

4.3 Cooperation with City

Seller shall cooperate with City and do all commercially reasonable acts as may be reasonably requested by City with regard to the fulfillment of any City's Conditions Precedent, at no cost to Seller.

4.4 Waiver

No waiver by either party at any time of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provision herein or a consent to any subsequent breach of the same or another provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action.

5. ESCROW AND CLOSING

5.1 Opening of Escrow

On or before the Effective Date (as defined in Section 9.10), the parties shall open escrow by depositing an executed counterpart of this Agreement with Title Company, and this Agreement shall serve as instructions to Title Company as the escrow holder for consummation of the purchase and sale contemplated hereby. Seller and City agree to execute such additional or supplementary instructions as may be appropriate to enable the escrow holder to comply with the terms of this Agreement and close the transaction; provided, however, that in the event of any conflict between

the provisions of this Agreement and any additional supplementary instructions not executed by both parties, the terms of this Agreement shall control.

5.2 Deposit of Funds into Escrow

The City will deposit funds into the Escrow ("**Fund Deposit**") in an amount as needed to comply with the provisions of Section 5.5[c] below.

5.3 Closing Dates

The consummation of the purchase and sale of the Property contemplated hereby (the "**Property Closing**") shall be held and delivery of all items to be made at the Property Closing under the terms of this Agreement shall be made at the offices of Title Company located at One Embarcadero Center, Suite 250, San Francisco California 94111, on or before the fifteenth (15th) calendar day following the date of the Fund Deposit (the "**Property Closing Date**"), subject to the provisions of Section 4.1 [City's Conditions to Closing] and Section 4.2 [Seller's Conditions to Closing]. The Property Closing Date may not be extended without the prior written approval of both Seller and City, except as otherwise expressly provided in this Agreement.

5.4 Seller's Delivery of Documents

At or before the Property Closing, Seller shall deliver into escrow, the following:

[a] duly executed and acknowledged Deed;

[b] properly executed affidavit pursuant to section 1445(b)(2) of the Federal Tax Code in the form attached hereto as Exhibit D, and on which City is entitled to rely, that Seller is not a "foreign person" within the meaning of section 1445(f)(3) of the Federal Tax Code;

[c] properly executed California Franchise Tax Board Form 590 certifying that Seller is a California resident if Seller is an individual, or Seller has a permanent place of business in California or is qualified to do business in California if Seller is a corporation, or other evidence satisfactory to City that Seller is exempt from the withholding requirements of sections 18662 and 26131 of the State Tax Code;

[d] such resolutions, authorizations, or other documents or agreements relating to Seller as the Title Company may reasonably require demonstrating the authority of Seller to enter into this Agreement and consummate the transactions contemplated hereby, and such proof of the power and authority of the individuals executing any documents or other instruments on behalf of Seller to act for and bind Seller; and

[e] closing statement in form and content satisfactory to City and Seller; and

5.5 City's Delivery of Documents and Funds

At or before the Property Closing, City shall deliver into escrow the following:

[a] acceptance of the Deed executed by City Council, or a designee;

[b] closing statement in form and content satisfactory to City and Seller; and

[c] the Fund Deposit, including, but not limited to, a cashier's check, government warrant, or confirmed wire transfer of certified funds in the amount of the Purchase Price, plus such additional amounts as are required from Buyer for the Property Closing, as provided in Section 6.2 below.

6. EXPENSES AND TAXES

6.1 Apportionments

Amounts payable under any contracts assumed pursuant hereto, annual or periodic permit or inspection fees (calculated on the basis of the period covered), and liability for other normal property operation and maintenance expenses and other recurring costs shall be apportioned as of the Property Closing Date. All utilities shall be prorated as of the Closing Date.

6.2 Closing Costs

City shall pay the cost of the Survey, if any, the premium for the Title Policy and the cost of the endorsements thereto, any escrow and recording fees, and any transfer taxes. Seller shall be responsible for all costs incurred in connection with the prepayment or satisfaction of any loan, bond or other indebtedness secured by the Property. Seller shall also pay any costs, including recording and notary fees, associated with perfecting Seller's ownership sufficient to transfer title. Any other costs and charges of the escrow for the sale not otherwise provided for in this Section or elsewhere in this Agreement shall be paid by City.

6.3 Real Estate Taxes and Special Assessments

General real estate taxes payable for the tax year prior to the year of the Property Closing and all prior years shall be paid by Seller at or before the Property Closing. General real estate taxes payable for the tax year of the Property Closing shall be prorated through escrow between Seller and City as of the Property Closing Date. At or before the Property Closing, any special assessments against the Property shall be prorated through escrow.

6.4 Preliminary Closing Adjustment

The Title Company shall prepare a preliminary Property Closing adjustment on the basis of any apportionments or adjustments to be made based on payments or expenses, and shall deliver such computation to Seller and Buyer prior to the Property Closing.

6.5 Post-Closing Reconciliation

If any of the foregoing prorations cannot be calculated accurately on the Property Closing Date, then they shall be calculated as soon after the Property Closing Date as feasible. Either party owing the other party a sum of money based on such subsequent prorations shall promptly pay such sum to the other party within 10 days of receipt of invoice and proper documentation for such proration.

6.6 Survival

The provisions of this Section shall survive the Property Closing.

7. REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties of Seller

Seller represents and warrants to and covenants with City as follows:

[a] To Seller's Knowledge, as of the Effective Date, and as of the Property Closing Date, Seller has received no formal written notice of any currently outstanding violations of any federal, state, county, or municipal law, ordinance, order, regulation, or requirement affecting the Property.

[b] To Seller's Knowledge, Seller has received no formal written notice of any condemnation, either instituted or planned to be instituted by any governmental or quasi-governmental agency other than City.

[c] To Seller's Knowledge, Seller has received no formal written notice of any litigation pending against Seller or that affect the use or operation of the Property.

[d] Seller has not granted any option or right of first refusal or first opportunity to any third party to acquire any interest in any of the Property.

[e] Seller has received no written notice, and to Seller's Knowledge, that the Property is in violation of any federal, state and local laws, ordinances and regulations applicable to the Property with respect to hazardous or toxic substances or industrial hygiene.

[f] At the time of Property Closing, to the best of Seller's Knowledge, there will be no leases or other occupancy agreements affecting any of the Property that survive the Property Closing. At the time of Property Closing, to Seller's Knowledge, there will be no outstanding written or oral contracts made by Seller for any of the Improvements that have not been fully paid for and Seller shall cause to be discharged all mechanics' or materialmen's liens arising from any labor or materials furnished to the Property prior to the time of Property Closing.

[g] Seller is not a "foreign person" within the meaning of section 1445(f)(3) of the Federal Tax Code.

As used in this Section 7, the term "to Seller's Knowledge" means the actual present knowledge of Seller, without any duty of inquiry or investigation either express or implied. As stated in Section 1.1 above, except for the representations and warranties provided herein, the Property shall be sold "as is" with all faults, whether known or unknown.

8. POSSESSION

8.1 Possession - Following the Closing, possession of the Property shall be delivered to the City.

9. GENERAL PROVISIONS

9.1 Notices

Any notice, consent, or approval required or permitted to be given under this Agreement shall be in writing and shall be addressed as follows:

City:	City of Half Moon Bay 501 Main St. Half Moon Bay, CA 94019 Attn: City Manager Telephone: (650) 726-8270
Seller:	Glenn Campbell 174 Butterfield Drive Novato, CA 94945 Telephone: (415) 987-5507

or to such other address as either party may from time to time specify in writing to the other upon five (5) days' prior written notice in the manner provided above. Any notice given by personal delivery or delivery service will be deemed effective on the date of receipted delivery, upon refusal to accept delivery or when delivery is first attempted but cannot be made due to a change of address for which no notice was given. Any notice sent by facsimile shall be deemed given by the date reflected by the facsimile confirmation receipt. Any notice that may be given by any party in connection with this Agreement may be given by such party's attorney.

9.2 Brokers and Finders

City has had no contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the purchase and sale contemplated herein. City is not aware that Seller has listed the Property for sale through a licensed real estate broker. Seller shall be responsible, out of Seller's proceeds, for compensating any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the purchase and sale contemplated herein.

9.3 Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns.

9.4 Amendments

Except as otherwise provided herein, this Agreement may be amended or modified only by a written instrument executed by City and Seller.

9.5 Continuation and Survival of Representations and Warranties

All representations and warranties by the respective parties contained herein or made in writing pursuant to this Agreement are intended to be, and shall remain, true and correct as of the Property Closing, shall be deemed to be material, and, together with all conditions, covenants and indemnities made by the respective parties contained herein or made in writing pursuant to this Agreement (except as otherwise expressly limited or expanded by the terms of this Agreement), shall survive the execution and delivery of this Agreement and the Property Closing, or, to the extent the context requires, beyond any termination of this Agreement, provided all representations and warranties set forth in Section 7.1 shall survive for a period of eighteen (18) months following the Property Closing Date. All statements contained in any certificate or other instrument delivered at any time by or on behalf of Seller in conjunction with the transaction contemplated hereby shall constitute representations and warranties hereunder.

9.6 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action to enforce the terms of this Agreement shall be filed in a court of competent jurisdiction in San Mateo County, California.

9.7 Merger of Prior Agreements

The parties intend that this Agreement (including all of the attached exhibits and schedules, which are incorporated into this Agreement by reference) shall be the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous oral or written agreements or understandings. The parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including, without limitation, prior drafts or changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Agreement.

9.8 Non-Liability of City Officials, Employees and Agents

Notwithstanding anything to the contrary in this Agreement, no City Council member, officer, employee or agent of City or any of its member agencies shall be personally liable to Seller, its successors and assigns, in the event of any default or breach by City or for any amount which may become due to Seller, its successors and assigns, or for any obligation of City under this Agreement.

9.9 Counterparts

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

9.10 Effective Date

As used herein, the term "**Effective Date**" shall mean the date this Agreement is executed by both parties hereto.

The parties have duly executed this Agreement as of the respective dates written below.

SELLER:

GLENN CAMPBELL, as Co-Trustee of the GLENN CAMPBELL AND VICKI L. CAMPBELL REVOCABLE TRUST, DATED AUGUST 31, 1998

_____

Date: 2/10/22

VICKI L. CAMPBELL, as Co-Trustee of the GLENN CAMPBELL AND VICKI L. CAMPBELL REVOCABLE TRUST, DATED AUGUST 31, 1998

_____

Date: 2/10/22

BUYER:

CITY OF HALF MOON BAY, a California municipal corporation

By: _____

Bob Nisbet, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____

Catherine C. Engberg, City Attorney

Title Company agrees to act as escrow holder in accordance with the terms of this Agreement and act as the Reporting Person under section 6045(e) of the United States Internal Revenue Code of 1986 and the regulations promulgated thereunder, which require an information return to be made to the United States Internal Revenue Service, and a statement to be furnished to Seller, in connection with this transaction. Title Company's failure to execute below shall not invalidate this Agreement between City and Seller.

TITLE COMPANY: CHICAGO TITLE COMPANY

By: _____

Its: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF HALF MOON BAY, IN THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lot 6, Block 2 Map of Ocean Boulevard Tract, filed December 5, 1905, Book D of Maps, Page 39 and a copy entered into Book 3 of Maps Page 90.

APN: 056-128-130

EXHIBIT B

DIAGRAM OF THE PROPERTY

West of Railroad PUD Area
With Subject Parcel

EXHIBIT C

GRANT DEED

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Half Moon Bay City Hall
501 Main St.
Half Moon Bay, CA 94019

No Recording Fee Per
Government Code 6103

No Document Transfer Tax
Per R & T Code 11922

(Space above this line reserved for Recorder's use only)

City of Half Moon Bay, California
APN 056-128-130

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, GLENN CAMPBELL and VICKI L. CAMPBELL, as Co-Trustees of the GLENN CAMPBELL AND VICKI L. CAMPBELL REVOCABLE TRUST, DATED AUGUST 31, 1998 ("Grantor"), hereby grants to the CITY OF HALF MOON BAY, a municipal corporation established pursuant to the laws of the State of California ("Grantee"), the real property known as APN 056-128-130, in the City of Half Moon Bay, State of California, described on Exhibit A and identified on Exhibit B, both attached hereto and made a part hereof (the "Property").

TOGETHER WITH any and all rights, privileges, and easements incidental or appurtenant to the Property, including, without limitation, any and all minerals, oil, gas and other hydrocarbon substances on and under the Property, as well as any and all development rights, air rights relating to the Property, any water, water rights, riparian rights and water stock relating to the Property and any and all easements, rights of way or other appurtenances used in connection with the beneficial use and enjoyment of the Property and all of Grantor's right, title and interest in and to any and all roads and alleys adjoining or servicing the Property.

Executed as of this _____ day of _____, 2022.

GLENN CAMPBELL, as Co-Trustee of the GLENN CAMPBELL AND VICKI L. CAMPBELL REVOCABLE TRUST, DATED AUGUST 31, 1998

_____

Signature

VICKI L. CAMPBELL, as Co-Trustee of the GLENN CAMPBELL AND VICKI L. CAMPBELL REVOCABLE TRUST, DATED AUGUST 31, 1998

_____

Signature

Exhibit A

to Exhibit C- Grant Deed

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF HALF MOON BAY, IN THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lot 6, Block 2 Map of Ocean Boulevard Tract, filed December 5, 1905, Book D of Maps, Page 39 and a copy entered into Book 3 of Maps Page 90.

APN: 056-128-130

Exhibit B

to Exhibit C- Grant Deed

West of Railroad PUD Area
With Subject Parcel

EXHIBIT D
CERTIFICATE OF TRANSFEROR
OTHER THAN AN INDIVIDUAL
(FIRPTA Affidavit)

Section 1445 of the Internal Revenue Code provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. To inform the CITY OF HALF MOON BAY, a municipal corporation established pursuant to the laws of the State of California, the transferee of certain real property located in the City of Half Moon Bay, California, that withholding of tax is not required upon the disposition of such U.S. real property interest by _____

_____, a _____
("Transferor"), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. Transferor's U.S. employer identification number is _____; and

3. Transferor's office address is _____

_____.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Dated: _____, 20___.

On behalf of:

_____,
[NAME]

a_____

By:_____
[NAME]

Its:_____

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

by and between

WING YU CHEW AND JEAN SUEY CHEW, as Trustees of the WING YU CHEW AND JEAN SUEY CHEW REVOCABLE TRUST DATED FEBRUARY 28, 1996

as Seller

and

CITY OF HALF MOON BAY,

as Buyer

For the purchase and sale of

APN 056-128-110

Half Moon Bay, California

_____, 2022

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

(APN: 056-128-110, HALF MOON BAY, CALIFORNIA)

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE (this "**Agreement**"), dated for reference purposes only as _____, 2022, is by and between WING YU CHEW AND JEAN SUEY CHEW, as Trustees of the WING YU CHEW AND JEAN SUEY CHEW REVOCABLE TRUST DATED FEBRUARY 28, 1996 ("**Seller**") and the CITY OF HALF MOON BAY, a municipal corporation formed under the laws of the State of California ("**Buyer**" or "**City**"). Seller and City agree as follows:

1. PURCHASE AND SALE

1.1 Property Included in Sale

Seller agrees to sell and convey to City, and City agrees to purchase from Seller, subject to the following terms, covenants, and conditions:

[a] the real property known as APN 056-128-110 in the City of Half Moon Bay, California, and more particularly described in Exhibit A and identified on Exhibit B, both attached hereto (the "**Land**");

[b] all improvements and fixtures located on the Land (the "**Improvements**"); and

[c] any and all rights, privileges, and easements incidental or appurtenant to the Land or Improvements, including, without limitation, any and all minerals, oil, gas and other hydrocarbon substances, on and under the Land under ownership and control of Seller as of the Effective Date of this Agreement, as well as any and all water rights and development rights, air rights relating to the Land, and, any and all easements, rights-of-way, or other appurtenances used in connection with the beneficial use and enjoyment of the Land or Improvements, and any and all of Seller's right, title and interest in and to all roads and alleys adjoining or servicing the Land or Improvements (collectively, the "**Appurtenances**");

All of the items referred to in Subsections [a], [b], and [c] above are collectively referred to as the "**Property**."

Notwithstanding the definition of Property above, Seller may remove fixtures and special items from the Property, while ensuring security of the Property, upon vacating after Close of Escrow.

Except as set forth in Sections 3 and 7 herein, Buyer agrees that Buyer shall acquire the Property in an "as-is, where-is" condition, with all faults, without any express or implied representations, covenants, or warrantees relating to merchantability, marketability, profitability, or fitness of the Property for any purpose whatsoever or compliance with any laws, rules, ordinances, or regulations of any applicable governmental authority or body. Buyer fully and

irrevocably releases Seller from any and all claims that it may have or hereafter acquire against Seller arising from or related to any construction defects, errors, omission, or other conditions, latent or otherwise, including environmental, geotechnical, and seismic matters affecting the Property from and after the transfer of ownership of the Property to Buyer.

2. CONSIDERATION

Buyer shall pay to Seller, in cash, the amount of Twenty Five Thousand Dollars and No Cents ($25,000.00) (the "Purchase Price").

3. TITLE TO THE PROPERTY

3.1 Conveyance of Title to the Property

At the Property Closing (as defined in Section 5.3) Seller shall convey to City, or its nominee, fee simple title to the Property by duly executed and acknowledged grant deed in the form attached hereto as Exhibit C (the "**Deed**"), subject to the Accepted Conditions of Title (as defined in Section 3.2 [Title Insurance]).

3.2 Title Insurance

Delivery of title in accordance with Section 3.1 shall be evidenced by the commitment of Chicago Title Company (the "**Title Company**") to issue to City, or its nominee, a CLTA owner's policy of title insurance (or an ALTA extended coverage policy if the Survey (defined below) is obtained by City) (the "**Title Policy**") in an amount equal to the Purchase Price, insuring fee simple title to the Land, the Appurtenances and the Improvements in City, or its nominee, free of the liens of any and all deeds of trust, mortgages, assignments of rents, financing statements, creditors' claims, rights of tenants or other occupants, and all other exceptions, liens, and encumbrances except solely for the following (such exceptions approved by City are collectively referred to herein as the "**Accepted Conditions of Title**"): (i) the lien of real property taxes, not yet due or payable, provided City shall be shown as exempt from such taxes in the Title Policy; and (ii) exception numbers 1, 4, 5, 6, 7, 8, 9, 11, 14, 15, as listed in the preliminary title reports from Chicago Title Company dated December 20, 2021, Order No. 15608871-156-TJK-JM (APN 056-128-110).

4. CONDITIONS TO CLOSING

4.1 City's Conditions to Closing

The following are conditions precedent to City's obligation to purchase the Property (collectively, "**City's Conditions Precedent**").

[a] Title Company shall be committed at the Property Closing to issue to City the Title Policy (or Title Policies) as provided in Section 3.2 [Title Insurance].

[b] Seller shall have delivered the items described in Section 5.4 below [Seller's Delivery of Documents] on or before the Property Closing.

[c] Approval of this Agreement and the purchase of the Property by the Half Moon Bay City Council.

[d] Compliance with California Government Code Section 65402.

If any of City's Conditions Precedent are not satisfied within the time periods set forth above, then City shall have the right in its sole discretion either to waive in writing the City's Condition Precedent in question and proceed with the purchase or, in the alternative, terminate this Agreement without charge, penalty, or further liability or obligation to Seller.

4.2 Seller's Conditions to Closing

The following are conditions precedent to Seller's obligation to sell the Property (collectively, "**Seller's Conditions Precedent**"):

[a] City shall have delivered the items described in Section 5.5 below [City's Delivery of Documents and Funds] on or before the Property Closing.

If any of Seller's Conditions Precedent are not satisfied, Seller shall have the right in its sole discretion either to waive in writing the Seller's Condition Precedent in question and proceed with the sale or, in the alternative, terminate this Agreement without charge, penalty, or further liability or obligation to Buyer.

4.3 Cooperation with City

Seller shall cooperate with City and do all commercially reasonable acts as may be reasonably requested by City with regard to the fulfillment of any City's Conditions Precedent, at no cost to Seller.

4.4 Waiver

No waiver by either party at any time of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provision herein or a consent to any subsequent breach of the same or another provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action.

5. ESCROW AND CLOSING

5.1 Opening of Escrow

On or before the Effective Date (as defined in Section 9.10), the parties shall open escrow by depositing an executed counterpart of this Agreement with Title Company, and this Agreement shall serve as instructions to Title Company as the escrow holder for consummation of the purchase and sale contemplated hereby. Seller and City agree to execute such additional or supplementary instructions as may be appropriate to enable the escrow holder to comply with the terms of this Agreement and close the transaction; provided, however, that in the event of any conflict between

the provisions of this Agreement and any additional supplementary instructions not executed by both parties, the terms of this Agreement shall control.

5.2 Deposit of Funds into Escrow

The City will deposit funds into the Escrow ("**Fund Deposit**") in an amount as needed to comply with the provisions of Section 5.5[c] below.

5.3 Closing Dates

The consummation of the purchase and sale of the Property contemplated hereby (the "**Property Closing**") shall be held and delivery of all items to be made at the Property Closing under the terms of this Agreement shall be made at the offices of Title Company located at One Embarcadero Center, Suite 250, San Francisco California 94111, on or before the fifteenth (15th) calendar day following the date of the Fund Deposit (the "**Property Closing Date**"), subject to the provisions of Section 4.1 [City's Conditions to Closing] and Section 4.2 [Seller's Conditions to Closing]. The Property Closing Date may not be extended without the prior written approval of both Seller and City, except as otherwise expressly provided in this Agreement.

5.4 Seller's Delivery of Documents

At or before the Property Closing, Seller shall deliver into escrow, the following:

[a] duly executed and acknowledged Deed;

[b] properly executed affidavit pursuant to section 1445(b)(2) of the Federal Tax Code in the form attached hereto as Exhibit D, and on which City is entitled to rely, that Seller is not a "foreign person" within the meaning of section 1445(f)(3) of the Federal Tax Code;

[c] properly executed California Franchise Tax Board Form 590 certifying that Seller is a California resident if Seller is an individual, or Seller has a permanent place of business in California or is qualified to do business in California if Seller is a corporation, or other evidence satisfactory to City that Seller is exempt from the withholding requirements of sections 18662 and 26131 of the State Tax Code;

[d] such resolutions, authorizations, or other documents or agreements relating to Seller as the Title Company may reasonably require demonstrating the authority of Seller to enter into this Agreement and consummate the transactions contemplated hereby, and such proof of the power and authority of the individuals executing any documents or other instruments on behalf of Seller to act for and bind Seller; and

[e] closing statement in form and content satisfactory to City and Seller; and

5.5 City's Delivery of Documents and Funds

At or before the Property Closing, City shall deliver into escrow the following:

[a] acceptance of the Deed executed by City Council, or a designee;

[b] closing statement in form and content satisfactory to City and Seller; and

[c] the Fund Deposit, including, but not limited to, a cashier's check, government warrant, or confirmed wire transfer of certified funds in the amount of the Purchase Price, plus such additional amounts as are required from Buyer for the Property Closing, as provided in Section 6.2 below.

6. EXPENSES AND TAXES

6.1 Apportionments

Amounts payable under any contracts assumed pursuant hereto, annual or periodic permit or inspection fees (calculated on the basis of the period covered), and liability for other normal property operation and maintenance expenses and other recurring costs shall be apportioned as of the Property Closing Date. All utilities shall be prorated as of the Closing Date.

6.2 Closing Costs

City shall pay the cost of the Survey, if any, the premium for the Title Policy and the cost of the endorsements thereto, any escrow and recording fees, and any transfer taxes. Seller shall be responsible for all costs incurred in connection with the prepayment or satisfaction of any loan, bond or other indebtedness secured by the Property. Seller shall also pay any costs, including recording and notary fees, associated with perfecting Seller's ownership sufficient to transfer title. Any other costs and charges of the escrow for the sale not otherwise provided for in this Section or elsewhere in this Agreement shall be paid by City.

6.3 Real Estate Taxes and Special Assessments

General real estate taxes payable for the tax year prior to the year of the Property Closing and all prior years shall be paid by Seller at or before the Property Closing. General real estate taxes payable for the tax year of the Property Closing shall be prorated through escrow between Seller and City as of the Property Closing Date. At or before the Property Closing, any special assessments against the Property shall be prorated through escrow.

6.4 Preliminary Closing Adjustment

The Title Company shall prepare a preliminary Property Closing adjustment on the basis of any apportionments or adjustments to be made based on payments or expenses, and shall deliver such computation to Seller and Buyer prior to the Property Closing.

6.5 Post-Closing Reconciliation

If any of the foregoing prorations cannot be calculated accurately on the Property Closing Date, then they shall be calculated as soon after the Property Closing Date as feasible. Either party owing the other party a sum of money based on such subsequent prorations shall promptly pay such sum to the other party within 10 days of receipt of invoice and proper documentation for such proration.

6.6 Survival

The provisions of this Section shall survive the Property Closing.

7. REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties of Seller

Seller represents and warrants to and covenants with City as follows:

[a] To Seller's Knowledge, as of the Effective Date, and as of the Property Closing Date, Seller has received no formal written notice of any currently outstanding violations of any federal, state, county, or municipal law, ordinance, order, regulation, or requirement affecting the Property.

[b] To Seller's Knowledge, Seller has received no formal written notice of any condemnation, either instituted or planned to be instituted by any governmental or quasi-governmental agency other than City.

[c] To Seller's Knowledge, Seller has received no formal written notice of any litigation pending against Seller or that affect the use or operation of the Property.

[d] Seller has not granted any option or right of first refusal or first opportunity to any third party to acquire any interest in any of the Property.

[e] Seller has received no written notice, and to Seller's Knowledge, that the Property is in violation of any federal, state and local laws, ordinances and regulations applicable to the Property with respect to hazardous or toxic substances or industrial hygiene.

[f] At the time of Property Closing, to the best of Seller's Knowledge, there will be no leases or other occupancy agreements affecting any of the Property that survive the Property Closing. At the time of Property Closing, to Seller's Knowledge, there will be no outstanding written or oral contracts made by Seller for any of the Improvements that have not been fully paid for and Seller shall cause to be discharged all mechanics' or materialmen's liens arising from any labor or materials furnished to the Property prior to the time of Property Closing.

[g] Seller is not a "foreign person" within the meaning of section 1445(f)(3) of the Federal Tax Code.

As used in this Section 7, the term "to Seller's Knowledge" means the actual present knowledge of Seller, without any duty of inquiry or investigation either express or implied. As stated in Section 1.1 above, except for the representations and warranties provided herein, the Property shall be sold "as is" with all faults, whether known or unknown.

8. POSSESSION

8.1 Possession - Following the Closing, possession of the Property shall be delivered to the City.

9. GENERAL PROVISIONS

9.1 Notices

Any notice, consent, or approval required or permitted to be given under this Agreement shall be in writing and shall be addressed as follows:

City:	City of Half Moon Bay 501 Main St. Half Moon Bay, CA 94019 Attn: City Manager Telephone: (650) 726-8270
Seller:	Wing Yu Chew 7 Heather Place Millbrae, CA 94030 Telephone: (415) 308-5186

or to such other address as either party may from time to time specify in writing to the other upon five (5) days' prior written notice in the manner provided above. Any notice given by personal delivery or delivery service will be deemed effective on the date of receipted delivery, upon refusal to accept delivery or when delivery is first attempted but cannot be made due to a change of address for which no notice was given. Any notice sent by facsimile shall be deemed given by the date reflected by the facsimile confirmation receipt. Any notice that may be given by any party in connection with this Agreement may be given by such party's attorney.

9.2 Brokers and Finders

City has had no contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the purchase and sale contemplated herein. City is not aware that Seller has listed the Property for sale through a licensed real estate broker. Seller shall be responsible, out of Seller's proceeds, for compensating any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the purchase and sale contemplated herein.

9.3 Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns.

9.4 Amendments

Except as otherwise provided herein, this Agreement may be amended or modified only by a written instrument executed by City and Seller.

9.5 Continuation and Survival of Representations and Warranties

All representations and warranties by the respective parties contained herein or made in writing pursuant to this Agreement are intended to be, and shall remain, true and correct as of the Property Closing, shall be deemed to be material, and, together with all conditions, covenants and indemnities made by the respective parties contained herein or made in writing pursuant to this Agreement (except as otherwise expressly limited or expanded by the terms of this Agreement), shall survive the execution and delivery of this Agreement and the Property Closing, or, to the extent the context requires, beyond any termination of this Agreement, provided all representations and warranties set forth in Section 7.1 shall survive for a period of eighteen (18) months following the Property Closing Date. All statements contained in any certificate or other instrument delivered at any time by or on behalf of Seller in conjunction with the transaction contemplated hereby shall constitute representations and warranties hereunder.

9.6 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action to enforce the terms of this Agreement shall be filed in a court of competent jurisdiction in San Mateo County, California.

9.7 Merger of Prior Agreements

The parties intend that this Agreement (including all of the attached exhibits and schedules, which are incorporated into this Agreement by reference) shall be the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous oral or written agreements or understandings. The parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including, without limitation, prior drafts or changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Agreement.

9.8 Non-Liability of City Officials, Employees and Agents

Notwithstanding anything to the contrary in this Agreement, no City Council member, officer, employee or agent of City or any of its member agencies shall be personally liable to Seller, its successors and assigns, in the event of any default or breach by City or for any amount which may become due to Seller, its successors and assigns, or for any obligation of City under this Agreement.

9.9 Counterparts

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

9.10 Effective Date

As used herein, the term "**Effective Date**" shall mean the date this Agreement is executed by both parties hereto.

The parties have duly executed this Agreement as of the respective dates written below.

SELLER:

WING YU CHEW, as Trustee of the WING YU CHEW AND JEAN SUEY CHEW REVOCABLE TRUST DATED FEBRUARY 28, 1996

Wing Yu Chew

Date: FEB. 8TH / 2022

JEAN SUEY CHEW, as Trustee of the WING YU CHEW AND JEAN SUEY CHEW REVOCABLE TRUST DATED FEBRUARY 28, 1996

Jean S. Chew

Date: Feb 8, 2022

BUYER:

CITY OF HALF MOON BAY, a California municipal corporation

By: _____

Bob Nisbet, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____

Catherine C. Engberg, City Attorney

Title Company agrees to act as escrow holder in accordance with the terms of this Agreement and act as the Reporting Person under section 6045(e) of the United States Internal Revenue Code of 1986 and the regulations promulgated thereunder, which require an information return to be made to the United States Internal Revenue Service, and a statement to be furnished to Seller, in connection with this transaction. Title Company's failure to execute below shall not invalidate this Agreement between City and Seller.

TITLE COMPANY: CHICAGO TITLE COMPANY

By: _____

Its: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF HALF MOON BAY, IN THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lot 3 in Block 2, as shown on that certain map entitled "Map of Ocean Boulevard Tract, Half Moon Bay, San Mateo Co., Cal," filed in the office of the County Recorder of San Mateo County, State of California, on December 4, 1905 in Book "D" of Maps at Page 39 and Copied into Book 3 of Maps at Page 90.

APN: 056-128-110

EXHIBIT B

DIAGRAM OF THE PROPERTY

West of Railroad PUD Area
With Subject Parcel

****

THE FOLLOWING ATTACHMENTS TO BE SIGNED ON A LATER DATE

****

EXHIBIT C

GRANT DEED

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Half Moon Bay City Hall
501 Main St.
Half Moon Bay, CA 94019

No Recording Fee Per
Government Code 6103

No Document Transfer Tax
Per R & T Code 11922

(Space above this line reserved for Recorder's use only)

City of Half Moon Bay, California
APN 056-128-110

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, WING YU CHEW and JEAN SUEY CHEW, as Trustees of the WING YU CHEW AND JEAN SUEY CHEW REVOCABLE TRUST DATED FEBRUARY 28, 1996 ("Grantor"), hereby grants to the CITY OF HALF MOON BAY, a municipal corporation established pursuant to the laws of the State of California ("Grantee"), the real property known as APN 056-128-110, in the City of Half Moon Bay, State of California, described on Exhibit A and identified on Exhibit B, both attached hereto and made a part hereof (the "Property").

TOGETHER WITH any and all rights, privileges, and easements incidental or appurtenant to the Property, including, without limitation, any and all minerals, oil, gas and other hydrocarbon substances on and under the Property, as well as any and all development rights, air rights relating to the Property, any water, water rights, riparian rights and water stock relating to the Property and any and all easements, rights of way or other appurtenances used in connection with the beneficial use and enjoyment of the Property and all of Grantor's right, title and interest in and to any and all roads and alleys adjoining or servicing the Property.

Executed as of this _____ day of _____, 2022.

WING YU CHEW, as Trustee of the WING YU CHEW AND JEAN SUEY CHEW REVOCABLE TRUST DATED FEBRUARY 28, 1996

_____
Signature

JEAN SUEY CHEW, as Trustee of the WING YU CHEW AND JEAN SUEY CHEW REVOCABLE TRUST DATED FEBRUARY 28, 1996

_____

Signature

Exhibit A

to Exhibit C- Grant Deed

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF HALF MOON BAY, IN THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lot 3 in Block 2, as shown on that certain map entitled "Map of Ocean Boulevard Tract, Half Moon Bay, San Mateo Co., Cal," filed in the office of the County Recorder of San Mateo County, State of California, on December 4, 1905 in Book "D" of Maps at Page 39 and Copied into Book 3 of Maps at Page 90.

APN: 056-128-110

Exhibit B

to Exhibit C- Grant Deed

West of Railroad PUD Area
With Subject Parcel

EXHIBIT D
CERTIFICATE OF TRANSFEROR
OTHER THAN AN INDIVIDUAL
(FIRPTA Affidavit)

Section 1445 of the Internal Revenue Code provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. To inform the CITY OF HALF MOON BAY, a municipal corporation established pursuant to the laws of the State of California, the transferee of certain real property located in the City of Half Moon Bay, California, that withholding of tax is not required upon the disposition of such U.S. real property interest by _____

_____, a _____
("Transferor"), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. Transferor's U.S. employer identification number is _____; and

3. Transferor's office address is _____

_____.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Dated: _____, 20___.

On behalf of:

_____,
[NAME]

a_____

By:_____
[NAME]

Its:_____

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

by and between

DANIEL M. DIEGUEZ AND CAROLYNE ZINKO, as Trustees of the DIEGUEZ/ZINKO 2014 REVOCABLE TRUST, DATED APRIL 7, 2014

as Seller

and

CITY OF HALF MOON BAY,

as Buyer

For the purchase and sale of

APNs 064-042-010, 064-042-020, and 064-042-060

Half Moon Bay, California

_____, 2022

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

(APNs: 064-042-010, 064-042-020, AND 064-042-060, HALF MOON BAY, CALIFORNIA)

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE (this "**Agreement**"), dated for reference purposes only as _____, 2022, is by and between DANIEL M. DIEGUEZ AND CAROLYNE ZINKO, as Trustees of the DIEGUEZ/ZINKO 2014 REVOCABLE TRUST, DATED APRIL 7, 2014 ("**Seller**") and the CITY OF HALF MOON BAY, a municipal corporation formed under the laws of the State of California ("**Buyer**" or "**City**"). Seller and City agree as follows:

1. PURCHASE AND SALE

1.1 Property Included in Sale

Seller agrees to sell and convey to City, and City agrees to purchase from Seller, subject to the following terms, covenants, and conditions:

[a] the real property known as APNs 064-042-010, 064-042-020, and 064-042-060 in the City of Half Moon Bay, California, and more particularly described in Exhibit A and identified on Exhibit B, both attached hereto (the "**Land**");

[b] all improvements and fixtures located on the Land (the "**Improvements**"); and

[c] any and all rights, privileges, and easements incidental or appurtenant to the Land or Improvements, including, without limitation, any and all minerals, oil, gas and other hydrocarbon substances, on and under the Land under ownership and control of Seller as of the Effective Date of this Agreement, as well as any and all water rights and development rights, air rights relating to the Land, and, any and all easements, rights-of-way, or other appurtenances used in connection with the beneficial use and enjoyment of the Land or Improvements, and any and all of Seller's right, title and interest in and to all roads and alleys adjoining or servicing the Land or Improvements (collectively, the "**Appurtenances**");

All of the items referred to in Subsections [a], [b], and [c] above are collectively referred to as the "**Property**."

Notwithstanding the definition of Property above, Seller may remove fixtures and special items from the Property, while ensuring security of the Property, upon vacating after Close of Escrow.

Except as set forth in Sections 3 and 7 herein, Buyer agrees that Buyer shall acquire the Property in an "as-is, where-is" condition, with all faults, without any express or implied representations, covenants, or warrantees relating to merchantability, marketability, profitability, or fitness of the Property for any purpose whatsoever or compliance with any laws, rules, ordinances, or regulations of any applicable governmental authority or body. Buyer fully and

irrevocably releases Seller from any and all claims that it may have or hereafter acquire against Seller arising from or related to any construction defects, errors, omission, or other conditions, latent or otherwise, including environmental, geotechnical, and seismic matters affecting the Property from and after the transfer of ownership of the Property to Buyer.

2. CONSIDERATION

Buyer shall pay to Seller, in cash, the amount of Ninety Thousand Dollars and No Cents ($90,000.00) (the "Purchase Price").

3. TITLE TO THE PROPERTY

3.1 Conveyance of Title to the Property

At the Property Closing (as defined in Section 5.3) Seller shall convey to City, or its nominee, fee simple title to the Property by duly executed and acknowledged grant deed in the form attached hereto as Exhibit C (the "**Deed**"), subject to the Accepted Conditions of Title (as defined in Section 3.2 [Title Insurance]).

3.2 Title Insurance

Delivery of title in accordance with Section 3.1 shall be evidenced by the commitment of Chicago Title Company (the "**Title Company**") to issue to City, or its nominee, a CLTA owner's policy of title insurance (or an ALTA extended coverage policy if the Survey (defined below) is obtained by City) (the "**Title Policy**") in an amount equal to the Purchase Price, insuring fee simple title to the Land, the Appurtenances and the Improvements in City, or its nominee, free of the liens of any and all deeds of trust, mortgages, assignments of rents, financing statements, creditors' claims, rights of tenants or other occupants, and all other exceptions, liens, and encumbrances except solely for the following (such exceptions approved by City are collectively referred to herein as the "**Accepted Conditions of Title**"): (i) the lien of real property taxes, not yet due or payable, provided City shall be shown as exempt from such taxes in the Title Policy; (ii) exception numbers 1, 4, 5, 6, 7, 8, 9, 11, 14, 15, as listed in the preliminary title report from Chicago Title Company dated December 20, 2021, Order No. 15608875-156-TJK (APN 064-042-020); (iii) exception numbers 1, 4, 5, 6, 7, 8, 9, 10, 12, 15, 16, as listed in the preliminary title report from Chicago Title Company dated December 20, 2021, Order No. 15608874-156-TJK-JM (APN 064-042-010); and (iv) exception numbers 1, 4, 5, 6, 7, 8, 9, 10, 12, 15, 16, as listed in the preliminary title report from Chicago Title Company dated December 20, 2021, Order No. 15608876-156-TJK-JM (APN 064-042-060).

4. CONDITIONS TO CLOSING

4.1 City's Conditions to Closing

The following are conditions precedent to City's obligation to purchase the Property (collectively, "**City's Conditions Precedent**").

[a] Title Company shall be committed at the Property Closing to issue to City the Title Policy (or Title Policies) as provided in Section 3.2 [Title Insurance].

[b] Seller shall have delivered the items described in Section 5.4 below [Seller's Delivery of Documents] on or before the Property Closing.

[c] Approval of this Agreement and the purchase of the Property by the Half Moon Bay City Council.

[d] Compliance with California Government Code Section 65402.

If any of City's Conditions Precedent are not satisfied within the time periods set forth above, then City shall have the right in its sole discretion either to waive in writing the City's Condition Precedent in question and proceed with the purchase or, in the alternative, terminate this Agreement without charge, penalty, or further liability or obligation to Seller.

4.2 Seller's Conditions to Closing

The following are conditions precedent to Seller's obligation to sell the Property (collectively, "**Seller's Conditions Precedent**"):

[a] City shall have delivered the items described in Section 5.5 below [City's Delivery of Documents and Funds] on or before the Property Closing.

If any of Seller's Conditions Precedent are not satisfied, Seller shall have the right in its sole discretion either to waive in writing the Seller's Condition Precedent in question and proceed with the sale or, in the alternative, terminate this Agreement without charge, penalty, or further liability or obligation to Buyer.

4.3 Cooperation with City

Seller shall cooperate with City and do all commercially reasonable acts as may be reasonably requested by City with regard to the fulfillment of any City's Conditions Precedent, at no cost to Seller.

4.4 Waiver

No waiver by either party at any time of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provision herein or a consent to any subsequent breach of the same or another provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action.

5. ESCROW AND CLOSING

5.1 Opening of Escrow

On or before the Effective Date (as defined in Section 9.10), the parties shall open escrow by depositing an executed counterpart of this Agreement with Title Company, and this Agreement shall serve as instructions to Title Company as the escrow holder for consummation of the purchase

and sale contemplated hereby. Seller and City agree to execute such additional or supplementary instructions as may be appropriate to enable the escrow holder to comply with the terms of this Agreement and close the transaction; provided, however, that in the event of any conflict between the provisions of this Agreement and any additional supplementary instructions not executed by both parties, the terms of this Agreement shall control.

5.2 Deposit of Funds into Escrow

The City will deposit funds into the Escrow ("**Fund Deposit**") in an amount as needed to comply with the provisions of Section 5.5[c] below.

5.3 Closing Dates

The consummation of the purchase and sale of the Property contemplated hereby (the "**Property Closing**") shall be held and delivery of all items to be made at the Property Closing under the terms of this Agreement shall be made at the offices of Title Company located at One Embarcadero Center, Suite 250, San Francisco California 94111, on or before the fifteenth (15th) calendar day following the date of the Fund Deposit (the "**Property Closing Date**"), subject to the provisions of Section 4.1 [City's Conditions to Closing] and Section 4.2 [Seller's Conditions to Closing]. The Property Closing Date may not be extended without the prior written approval of both Seller and City, except as otherwise expressly provided in this Agreement.

5.4 Seller's Delivery of Documents

At or before the Property Closing, Seller shall deliver into escrow, the following:

[a] duly executed and acknowledged Deed;

[b] properly executed affidavit pursuant to section 1445(b)(2) of the Federal Tax Code in the form attached hereto as Exhibit D, and on which City is entitled to rely, that Seller is not a "foreign person" within the meaning of section 1445(f)(3) of the Federal Tax Code;

[c] properly executed California Franchise Tax Board Form 590 certifying that Seller is a California resident if Seller is an individual, or Seller has a permanent place of business in California or is qualified to do business in California if Seller is a corporation, or other evidence satisfactory to City that Seller is exempt from the withholding requirements of sections 18662 and 26131 of the State Tax Code;

[d] such resolutions, authorizations, or other documents or agreements relating to Seller as the Title Company may reasonably require demonstrating the authority of Seller to enter into this Agreement and consummate the transactions contemplated hereby, and such proof of the power and authority of the individuals executing any documents or other instruments on behalf of Seller to act for and bind Seller; and

[e] closing statement in form and content satisfactory to City and Seller; and

5.5 City's Delivery of Documents and Funds

At or before the Property Closing, City shall deliver into escrow the following:

[a] acceptance of the Deed executed by City Council, or a designee;

[b] closing statement in form and content satisfactory to City and Seller; and

[c] the Fund Deposit, including, but not limited to, a cashier's check, government warrant, or confirmed wire transfer of certified funds in the amount of the Purchase Price, plus such additional amounts as are required from Buyer for the Property Closing, as provided in Section 6.2 below.

6. EXPENSES AND TAXES

6.1 Apportionments

Amounts payable under any contracts assumed pursuant hereto, annual or periodic permit or inspection fees (calculated on the basis of the period covered), and liability for other normal property operation and maintenance expenses and other recurring costs shall be apportioned as of the Property Closing Date. All utilities shall be prorated as of the Closing Date.

6.2 Closing Costs

City shall pay the cost of the Survey, if any, the premium for the Title Policy and the cost of the endorsements thereto, any escrow and recording fees, and any transfer taxes. Seller shall be responsible for all costs incurred in connection with the prepayment or satisfaction of any loan, bond or other indebtedness secured by the Property. Seller shall also pay any costs, including recording and notary fees, associated with perfecting Seller's ownership sufficient to transfer title. Any other costs and charges of the escrow for the sale not otherwise provided for in this Section or elsewhere in this Agreement shall be paid by City.

6.3 Real Estate Taxes and Special Assessments

General real estate taxes payable for the tax year prior to the year of the Property Closing and all prior years shall be paid by Seller at or before the Property Closing. General real estate taxes payable for the tax year of the Property Closing shall be prorated through escrow between Seller and City as of the Property Closing Date. At or before the Property Closing, any special assessments against the Property shall be prorated through escrow.

6.4 Preliminary Closing Adjustment

The Title Company shall prepare a preliminary Property Closing adjustment on the basis of any apportionments or adjustments to be made based on payments or expenses, and shall deliver such computation to Seller and Buyer prior to the Property Closing.

6.5 Post-Closing Reconciliation

If any of the foregoing prorations cannot be calculated accurately on the Property Closing Date, then they shall be calculated as soon after the Property Closing Date as feasible. Either party owing the other party a sum of money based on such subsequent prorations shall promptly pay such sum to the other party within 10 days of receipt of invoice and proper documentation for such proration.

6.6 Survival

The provisions of this Section shall survive the Property Closing.

7. REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties of Seller

Seller represents and warrants to and covenants with City as follows:

[a] To Seller's Knowledge, as of the Effective Date, and as of the Property Closing Date, Seller has received no formal written notice of any currently outstanding violations of any federal, state, county, or municipal law, ordinance, order, regulation, or requirement affecting the Property.

[b] To Seller's Knowledge, Seller has received no formal written notice of any condemnation, either instituted or planned to be instituted by any governmental or quasi-governmental agency other than City.

[c] To Seller's Knowledge, Seller has received no formal written notice of any litigation pending against Seller or that affect the use or operation of the Property.

[d] Seller has not granted any option or right of first refusal or first opportunity to any third party to acquire any interest in any of the Property.

[e] Seller has received no written notice, and to Seller's Knowledge, that the Property is in violation of any federal, state and local laws, ordinances and regulations applicable to the Property with respect to hazardous or toxic substances or industrial hygiene.

[f] At the time of Property Closing, to the best of Seller's Knowledge, there will be no leases or other occupancy agreements affecting any of the Property that survive the Property Closing. At the time of Property Closing, to Seller's Knowledge, there will be no outstanding written or oral contracts made by Seller for any of the Improvements that have not been fully paid for and Seller shall cause to be discharged all mechanics' or materialmen's liens arising from any labor or materials furnished to the Property prior to the time of Property Closing.

[g] Seller is not a "foreign person" within the meaning of section 1445(f)(3) of the Federal Tax Code.

As used in this Section 7, the term "to Seller's Knowledge" means the actual present knowledge of Seller, without any duty of inquiry or investigation either express or implied. As

stated in Section 1.1 above, except for the representations and warranties provided herein, the Property shall be sold "as is" with all faults, whether known or unknown.

8. POSSESSION

8.1 Possession - Following the Closing, possession of the Property shall be delivered to the City.

9. GENERAL PROVISIONS

9.1 Notices

Any notice, consent, or approval required or permitted to be given under this Agreement shall be in writing and shall be addressed as follows:

City:

City of Half Moon Bay
501 Main St.
Half Moon Bay, CA 94019
Attn: City Manager
Telephone: (650) 726-8270

Seller:

Daniel M. Dieguez
536 San Benito Ave.
Menlo Park, CA 94025
Telephone: (650) 575-226~~8~~2 DD

or to such other address as either party may from time to time specify in writing to the other upon five (5) days' prior written notice in the manner provided above. Any notice given by personal delivery or delivery service will be deemed effective on the date of receipted delivery, upon refusal to accept delivery or when delivery is first attempted but cannot be made due to a change of address for which no notice was given. Any notice sent by facsimile shall be deemed given by the date reflected by the facsimile confirmation receipt. Any notice that may be given by any party in connection with this Agreement may be given by such party's attorney.

9.2 Brokers and Finders

City has had no contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the purchase and sale contemplated herein. City is not aware that Seller has listed the Property for sale through a licensed real estate broker. Seller shall be responsible, out of Seller's proceeds, for compensating any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the purchase and sale contemplated herein.

9.3 Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns.

9.4 Amendments

Except as otherwise provided herein, this Agreement may be amended or modified only by a written instrument executed by City and Seller.

9.5 Continuation and Survival of Representations and Warranties

All representations and warranties by the respective parties contained herein or made in writing pursuant to this Agreement are intended to be, and shall remain, true and correct as of the Property Closing, shall be deemed to be material, and, together with all conditions, covenants and indemnities made by the respective parties contained herein or made in writing pursuant to this Agreement (except as otherwise expressly limited or expanded by the terms of this Agreement), shall survive the execution and delivery of this Agreement and the Property Closing, or, to the extent the context requires, beyond any termination of this Agreement, provided all representations and warranties set forth in Section 7.1 shall survive for a period of eighteen (18) months following the Property Closing Date. All statements contained in any certificate or other instrument delivered at any time by or on behalf of Seller in conjunction with the transaction contemplated hereby shall constitute representations and warranties hereunder.

9.6 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action to enforce the terms of this Agreement shall be filed in a court of competent jurisdiction in San Mateo County, California.

9.7 Merger of Prior Agreements

The parties intend that this Agreement (including all of the attached exhibits and schedules, which are incorporated into this Agreement by reference) shall be the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous oral or written agreements or understandings. The parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including, without limitation, prior drafts or changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Agreement.

9.8 Non-Liability of City Officials, Employees and Agents

Notwithstanding anything to the contrary in this Agreement, no City Council member, officer, employee or agent of City or any of its member agencies shall be personally liable to Seller, its successors and assigns, in the event of any default or breach by City or for any amount which may become due to Seller, its successors and assigns, or for any obligation of City under this Agreement.

9.9 Counterparts

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

9.10 Effective Date

As used herein, the term "**Effective Date**" shall mean the date this Agreement is executed by both parties hereto.

signatures next page

The parties have duly executed this Agreement as of the respective dates written below.

SELLER:

DANIEL M. DIEGUEZ, as Trustee of the DIEGUEZ/ZINKO 2014 REVOCABLE TRUST, DATED APRIL 7, 2014

Daniel M. Dieguez

Date: 2/10/2022

CAROLYNE ZINKO, as Trustee of the DIEGUEZ/ZINKO 2014 REVOCABLE TRUST, DATED APRIL 7, 2014

Carolyne Zinko

Date: 2/10/2022

BUYER:

CITY OF HALF MOON BAY, a California municipal corporation

By: _____

Bob Nisbet, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____

Catherine C. Engberg, City Attorney

Title Company agrees to act as escrow holder in accordance with the terms of this Agreement and act as the Reporting Person under section 6045(e) of the United States Internal Revenue Code of 1986 and the regulations promulgated thereunder, which require an information return to be made to the United States Internal Revenue Service, and a statement to be furnished to Seller, in connection with this transaction. Title Company's failure to execute below shall not invalidate this Agreement between City and Seller.

TITLE COMPANY: CHICAGO TITLE COMPANY

By: _____

Its: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF HALF MOON BAY, IN THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 36, 37 AND 38, BLOCK 7, AS DESIGNATED ON THE MAP ENTITLED "ARLETA PARK HALF MOON BAY", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, ON SEPTEMBER 17, 1906 IN BOOK "E" OF MAPS AT PAGE 37 AND A COPY ENTERED IN BOOK 4 OF MAPS AT PAGE 30.

APN: 064-042-010

LOTS 32, 33, 34, 35, BLOCK 7, AS DESIGNATED ON THE MAP ENTITLED "ARLETA PARK HALF MOON BAY", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, ON SEPTEMBER 17, 1906 IN BOOK "E" OF MAPS AT PAGE 37 AND A COPY ENTERED IN BOOK 4 OF MAPS AT PAGE 30.

APN: 064-042-020

JPN: 064-004-042-02

LOTS 25, 26, BLOCK 7, AS DESIGNATED ON THE MAP ENTITLED "ARLETA PARK HALF MOON BAY", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, ON SEPTEMBER 17, 1906 IN BOOK "E" OF MAPS AT PAGE 37 AND A COPY ENTERED IN BOOK 4 OF MAPS AT PAGE 30.

APN: 064-042-060

JPN: 064-004-042-06

EXHIBIT B

DIAGRAM OF THE PROPERTY

West of Railroad PUD Area
With Subject Parcel

****

THE FOLLOWING ATTACHMENTS TO BE SIGNED ON A LATER DATE

****

EXHIBIT C

GRANT DEED

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Half Moon Bay City Hall
501 Main St.
Half Moon Bay, CA 94019

No Recording Fee Per
Government Code 6103

No Document Transfer Tax
Per R & T Code 11922

(Space above this line reserved for Recorder's use only)

City of Half Moon Bay, California
APNs 064-042-010, 064-042-020, and 064-042-060

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, DANIEL M. DIEGUEZ and CAROLYNE ZINKO, as Trustees of the DIEGUEZ/ZINKO 2014 REVOCABLE TRUST, DATED APRIL 7, 2014 ("Grantor"), hereby grants to the CITY OF HALF MOON BAY, a municipal corporation established pursuant to the laws of the State of California ("Grantee"), the real property known as APNs 064-042-010, 064-042-020, and 064-042-060, in the City of Half Moon Bay, State of California, described on Exhibit A and identified on Exhibit B, both attached hereto and made a part hereof (the "Property").

TOGETHER WITH any and all rights, privileges, and easements incidental or appurtenant to the Property, including, without limitation, any and all minerals, oil, gas and other hydrocarbon substances on and under the Property, as well as any and all development rights, air rights relating to the Property, any water, water rights, riparian rights and water stock relating to the Property and any and all easements, rights of way or other appurtenances used in connection with the beneficial use and enjoyment of the Property and all of Grantor's right, title and interest in and to any and all roads and alleys adjoining or servicing the Property.

Executed as of this _____ day of _____, 2022.

DANIEL M. DIEGUEZ, as Trustee of the DIEGUEZ/ZINKO 2014 REVOCABLE TRUST, DATED APRIL 7, 2014

_____
Signature

CAROLYNE ZINKO, as Trustee of the DIEGUEZ/ZINKO 2014 REVOCABLE TRUST, DATED APRIL 7, 2014

_____

Signature

Exhibit A

to Exhibit C- Grant Deed

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF HALF MOON BAY, IN THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 36, 37 AND 38, BLOCK 7, AS DESIGNATED ON THE MAP ENTITLED "ARLETA PARK HALF MOON BAY", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, ON SEPTEMBER 17, 1906 IN BOOK "E" OF MAPS AT PAGE 37 AND A COPY ENTERED IN BOOK 4 OF MAPS AT PAGE 30.

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APN: 064-042-020

JPN: 064-004-042-02

LOTS 25, 26, BLOCK 7, AS DESIGNATED ON THE MAP ENTITLED "ARLETA PARK HALF MOON BAY", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, ON SEPTEMBER 17, 1906 IN BOOK "E" OF MAPS AT PAGE 37 AND A COPY ENTERED IN BOOK 4 OF MAPS AT PAGE 30.

APN: 064-042-060

JPN: 064-004-042-06

Exhibit B

to Exhibit C- Grant Deed

West of Railroad PUD Area
With Subject Parcel

EXHIBIT D
CERTIFICATE OF TRANSFEROR
OTHER THAN AN INDIVIDUAL
(FIRPTA Affidavit)

Section 1445 of the Internal Revenue Code provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. To inform the CITY OF HALF MOON BAY, a municipal corporation established pursuant to the laws of the State of California, the transferee of certain real property located in the City of Half Moon Bay, California, that withholding of tax is not required upon the disposition of such U.S. real property interest by _____

_____, a _____
("Transferor"), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. Transferor's U.S. employer identification number is _____; and

3. Transferor's office address is _____

_____.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Dated: _____, 20___.

On behalf of:

_____,
[NAME]

a_____

By:_____
[NAME]

Its:_____

1454373.2

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **March 1, 2022**

TO: Honorable Mayor and City Council

FROM: Bob Nisbet, City Manager
Matthew Chidester, Deputy City Manager

TITLE: **PUBLIC SAFETY COMMUNITY SURVEY RESULTS**

RECOMMENDATION:
Receive a presentation on the results of the Public Safety Community Survey conducted in February 2022.

FISCAL IMPACT:
There is no fiscal impact from this presentation. The City paid the consultant $29,500 to develop and administer the survey, which was included in the City Manager's Office Adopted Budget for FY 2021-22.

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

BACKGROUND:
In Summer 2020, in response to the national movement around police reforms and the local killings of two individuals at the hands of law enforcement, the City Council prioritized community outreach and research related to public safety and law enforcement in Half Moon Bay. They also created a Public Safety Subcommittee to discuss issues around the City's current contract with the Sheriff, law enforcement in general, and identify recommendations for reforms to be proposed in Half Moon Bay. The information gathered is to be used to help inform future community and Council discussions, public safety response alternatives, and negotiations with the Sheriff, including the potential renewal or renegotiation of the contract before its expiration on June 30, 2022.

After a year of significant community outreach which included focus groups, listening sessions, and Public Safety Subcommittee and City Council meetings to discuss public safety, the Council has gained insights into the thoughts and ideas of the community, potential law enforcement reforms and innovative practices, and how these reforms and practices could be implemented in Half Moon Bay. Through all these efforts, several steps have been taken to effectuate improvements to public safety in Half Moon Bay and the relationship between the Sheriff and our residents. On May 4, 2021, the City Council adopted the Yanira Serrano Presente! Program, which was developed by the Latino Advisory Council and is now being implemented in collaboration with that group. On July 14, 2021, the City Council approved the Public Safety Work Plan for FY 2021-22, which includes eight

deliverables, including number 3, “Conduct a culturally competent survey to ascertain how the community feels about public safety in Half Moon Bay. Pay particular attention to the mitigation of and correction of bias and ensuring that under-represented voices are proportionally included.”

In October 2022, staff contacted several firms about developing and administering the survey, and ultimately selected Probolsky Research for the project due to their cost, experience, and reputation for engaging with Latinx communities in California. On December 1, 2022, Probolsky attended the Public Safety Subcommittee meeting to share and take feedback from the subcommittee on draft questions for the survey. Based on feedback from that meeting, the scope of the survey was expanded to collect general feedback from the community on the services and priorities of the City, as well as a sample ballot question for a potential tax measure the City could consider in the future. Additionally, questions were added by staff to collect important baseline data for the CARES community responder pilot program the City will be launching this Spring. The finalized list of questions is attached to this report.

The survey was conducted between January 31 and February 13, 2022. A total of 300 residents were surveyed, with interviews conducted via phone call or online and offered in English, Spanish, and Chinese languages. Measures were taken to preclude individuals from completing the survey more than once and allowed only the designated resident to complete the survey. Probolsky applied a stratified random sampling methodology to ensure that the demographic proportions of survey respondents match the demographic composition of Half Moon Bay residents from the most recent census.

DISCUSSION:

The results of the survey have been compiled into a draft report which will be presented to the City Council at its March 1, 2022 meeting. The report will be finalized following the presentation and will be made available to the community when completed. Follow-up meetings may be scheduled in the future after the Council, staff, and community have had an opportunity to review the finalized report in detail.

The results of the survey will be included with previous and ongoing feedback from the community to inform the City’s upcoming priority setting process, negotiations with the Sheriff on the City’s law enforcement contract, and continued work by the City and the Sheriff to improve law enforcement and public safety in the community.

ATTACHMENTS:

Probolsky Research Survey Questionnaire: City of Half Moon Bay – Law Enforcement Survey

Project: City of Half Moon Bay – Law Enforcement Survey
Field Dates: TBD
Universe: City of Half Moon Bay residents
Language: Chinese, English, and Spanish
N = 300
Margin of Error = +/-5.8%

FINAL FIELD

ONLINE:

We are Probolsky Research a national opinion research organization and we are conducting a survey about issues facing your community. Your opinion is important, and your responses are confidential.

TELEPHONE:

Hello, may I speak with _____? [IF NOT AVAILABLE—SCHEDULE CALLBACK]
This is _____ with Probolsky Research a national opinion research organization. We are conducting a survey about issues facing your community. Your opinion is important, and your responses are confidential.

1. In your own words, what do you feel is the most important issue facing the City of Half Moon Bay today?
[CAPTURE AND CODE]: _____

2. Do you think things in Half Moon Bay are generally headed in the right direction, or wrong direction?

Right direction
Wrong direction
Unsure [NOT READ]

[IF ANSWERED "WRONG DIRECTION" TO Q2]
3. Why do you feel that things going in the wrong direction in Half Moon Bay?
[CAPTURE AND CODE]: _____

4. How would you rate the job the Half Moon Bay City Council is doing? [RECORD] [IF GOOD OR POOR>>>]
And would you say it is [IF GOOD (excellent/good)] [IF POOR (very poor/poor)]?

Good [NET]
- Excellent
- Good

Fair
Poor [NET]
- Poor
- Very Poor

Unsure [NOT READ]

5. Here is a list of things issues that might be facing Half Moon Bay. Please indicate which should be the top priorities for the City Council. Select as many as apply.
[RANDOMIZE]

Reducing crime, gangs, drugs, graffiti
Improving public transportation
Supporting local schools
Preparing for emergencies
Enhancing cultural and performing arts

Repairing city streets and sidewalks
Maintaining public landscapes and parks
Reducing homelessness
Reducing traffic congestion
Protecting the environment
Improving ocean water quality
Expanding recreation services
Supporting youth programs
Supporting senior citizen programs
Managing growth and development
Increasing the availability of affordable housing
Other: _____ [CAPTURE AND CODE]
Unsure [NOT READ]

Since 2010 the City of Half Moon Bay has contracted with the San Mateo County Sheriff's Office to provide law enforcement services in the City. Now we have some statements. For each one, please indicate whether you agree or disagree.

[RAMDOMIZE Q6 – Q9]

6. The San Mateo County Sheriff's Deputies that serve Half Moon Bay treat residents fairly. [RECORD] [IF AGREE OR DISAGREE>>>] And would you say that you strongly or somewhat (agree/disagree)?

Agree [NET]
Strongly agree
Somewhat agree
Disagree [NET]
Somewhat disagree
Strongly disagree
Unable to comment, I have not had contact with Sheriff's Deputies [NOT READ]

7. The San Mateo County Sheriff's Deputies that serve Half Moon Bay are respectful to residents. [RECORD] [IF AGREE OR DISAGREE>>>] And would you say that you strongly or somewhat (agree/disagree)?

Agree [NET]
Strongly agree
Somewhat agree
Disagree [NET]
Somewhat disagree
Strongly disagree
Unable to comment, I have not had contact with Sheriff's Deputies [NOT READ]

8. The San Mateo County Sheriff's Deputies that serve Half Moon Bay are responsive to the concerns of residents. [RECORD] [IF AGREE OR DISAGREE>>>] And would you say that you strongly or somewhat (agree/disagree)?

Agree [NET]
Strongly agree
Somewhat agree
Disagree [NET]
Somewhat disagree
Strongly disagree
Unable to comment, I have not had contact with Sheriff's Deputies [NOT READ]

9. The San Mateo County Sheriff's Deputies that serve Half Moon Bay are friendly and approachable. [RECORD] [IF AGREE OR DISAGREE>>>] And would you say that you strongly or somewhat (agree/disagree)?

Agree [NET]
Strongly agree
Somewhat agree
Disagree [NET]
Somewhat disagree
Strongly disagree
Unable to comment, I have not had contact with Sheriff's Deputies [NOT READ]

10. I trust the San Mateo County Sheriff's Deputies that serve Half Moon Bay. [RECORD] [IF AGREE OR DISAGREE>>>] And would you say that you strongly or somewhat (agree/disagree)?

Agree [NET]
Strongly agree
Somewhat agree
Disagree [NET]
Somewhat disagree
Strongly disagree
Unsure [NOT READ]

[RAMDOMIZE Q11 – Q2]

11. The San Mateo County Sheriff's Deputies that serve Half Moon Bay are effective at proactively preventing crime. [RECORD] [IF AGREE OR DISAGREE>>>] And would you say that you strongly or somewhat (agree/disagree)?

Agree [NET]
Strongly agree
Somewhat agree
Disagree [NET]
Somewhat disagree
Strongly disagree
Unsure [NOT READ]

12. The San Mateo County Sheriff's Deputies that serve Half Moon Bay address the problems that concern me the most. [RECORD] [IF AGREE OR DISAGREE>>>] And would you say that you strongly or somewhat (agree/disagree)?

Agree [NET]
Strongly agree
Somewhat agree
Disagree [NET]
Somewhat disagree
Strongly disagree
Unsure [NOT READ]

13. In general, do you trust that law enforcement officers will protect you and your family?

Yes
No
Unsure [NOT READ]

14. Do you trust that the San Mateo County Sheriff's Deputies that serve Half Moon Bay will protect you and your family?

Yes
No
Unsure [NOT READ

15. Thinking about the presence and visibility of San Mateo County Sheriff's Deputies in Half Moon Bay, is there too much, just about the right amount, or too little?

Too much
Just about the right amount
Too little
Unsure [NOT READ]

16. Thinking about the engagement with the community by San Mateo County Sheriff's Deputies in Half Moon Bay, is there too much, just about the right amount, or too little?

Too much
Just about the right amount
Too little
Unsure [NOT READ]

17. Have you had contact with the San Mateo County Sheriff's Deputies that serve Half Moon Bay within the past 12 months?

Yes – In the community, seen or talked
Yes – Approached or stopped a deputy for help
Yes – Was approached or stopped by a deputy
Yes – Called 911 and they responded
No
Unsure [NOT READ]

[IF ANSWERED "YES – WAS APPROACHED OR STOPPED" TO Q17]

18. Agree or disagree: The San Mateo County Sheriff's Deputies that serve Half Moon Bay sufficiently explained why they stopped you. [RECORD] [IF AGREE OR DISAGREE>>>] And would you say that you strongly or somewhat (agree/disagree)?

Agree [NET]
- ***Strongly agree***
- ***Somewhat agree***

Disagree [NET]
- ***Somewhat disagree***
- ***Strongly disagree***

Unsure [NOT READ]

[IF ANSWERED "YES – WAS APPROACHED OR STOPPED" TO Q17]

19. Please indicate which of the following words you would use to describe the interaction with the San Mateo County Sheriff's Deputies that serve Half Moon Bay when they stopped you? Select all that apply. [RANDOMIZE]

Hostile
Friendly

Professional
Unsure [NOT READ]

[IF ANSWERED "YES – WAS APPROACHED OR STOPPED" TO Q17]

20. Is there anything you want to share about the last time you were stopped by the San Mateo County Sheriff's Deputies that serve Half Moon Bay? Question optional.
[CAPTURE AND CODE]: _____

21. How would you characterize how you feel when you think about, see, or interact with the San Mateo County Sheriff's Deputies that serve Half Moon Bay?

High level of stress
Moderate level of stress
Low level of stress
No stress
Prefer not to answer [NOT READ]

22. Has a member of your household been the victim of a crime in Half Moon Bay?

Yes
No
Unsure [NOT READ]
Prefer not to answer [NOT READ]

23. Has a member of your household reported a crime in Half Moon Bay?

Yes
No
Unsure [NOT READ]
Prefer not to answer [NOT READ]

For each of the following, please indicate if you **feel safe or unsafe**, or if you have no opinion that's OK too.
[RANDOMIZE Q24 – Q30]

	Safe	**Unsafe**	No opinion
24. In your home			
25. In your neighborhood during the day			
26. In your neighborhood after dark			
27. In commercial areas of Half Moon Bay during the day			
28. In commercial areas of Half Moon Bay after dark			
29. Beaches and trails during the day			
30. Beaches and trails after dark			

31. Please indicate which of the following should be the top priorities for the San Mateo County Sheriff's Deputies that serve Half Moon Bay to focus resources on in the next two years? Select all that apply.
[RANDOMIZE]

Traffic issues/speeding
Vandalism/graffiti
Fraud/identity theft
Youth safety (bullying, fighting, weapons)
Homeless/transient-related issues

Gang activity
Domestic violence
Mental health
Violent crimes
Property crimes
Police presence/visibility in the community
Hate crimes
Disorderly conduct/public intoxications/noise violations
Disorderly youth/underage drinking
Drug abuse (manufacture, sale, or use of illegal/prescription drugs)
Other: _____ [CAPTURE AND CODE]
Unsure

32. The City Council recently adopted the Yanira [YA-NEAR-A] Serrano Presente! program which was developed by the Half Moon Bay Latino Advisory Council. The program was designed to increase transparency and trust between law enforcement and the community, reduce the fear and apprehension many community members face in their interactions with law enforcement, and provide programs and solutions to help prevent future tragedies, including the CARES community mental health responder program. Did you know about the Yanira Serrano Presente! program and the CARES program before this survey?

Yes
No
Unsure [NOT READ]

33. Do you believe once it is fully implemented, the CARES community mental health responder program will make Half Moon Bay a safer place?

Yes
No
Unsure [NOT READ]

34. Do you have any suggestions on how San Mateo County Sheriff's Deputies that serve Half Moon Bay can improve their services?
[CAPTURE AND CODE]: _____

Now we have a possible ballot measure that you might see in 2022.

[ASK AMONG VOTERS]
35. Half Moon Bay Second Home Measure. To fund affordable housing and provide services to reduce homelessness; shall the City of Half Moon Bay adopt a measure establishing a $3,000 annual tax on non-owner occupied second homes, providing approximately $810,000 annually until ended by voters, requiring audits, citizen oversight, and all funds spent locally? If the election was held today, would you vote yes or vote no? [RECORD] [IF YES OR NO>>>] And would you say that you definitely or probably (vote yes/vote no)?

Vote yes [NET]
Definitely vote yes
Probably vote yes
Vote no [NET]
Probably vote no
Definitely vote no
Unsure [NOT READ]

36. How long have you lived in Half Moon Bay?

0-2 years
3-5 years
6-10 years
11-19 years
20+ years
Prefer not to answer [NOT READ]

37. For demographic purposes only, do you have children under the age of 18 living in your home?

Yes
No
Prefer not to answer [NOT READ]

38. For demographic purposes only, which of the following best describes your ethnic background? Select all that apply.

Latino/Hispanic
White/Caucasian
Black/African American
Asian/Pacific Islander
Other
Prefer not to answer [NOT READ]

39. Which age group describes you?

18-29
30-39
40-49
50-64
65+
Prefer not to answer [NOT READ]

40. For demographic purposes only, which of the following best describes your annual household income?

Less than $25,000
$25,000 - $49,999
$50,000 - $74,999
$75,000 - $99,999
$100,000 - $149,999
$150,000 or more
Prefer not to answer [NOT READ]

41. For demographic purposes only, which of the following best describes you?

Male
Female
I don't identify as male or female
Prefer not to answer [NOT READ]

42. For demographic purposes only, do you identify as lesbian, gay, bisexual, transgender, or queer?

Yes
No
Prefer not to answer [NOT READ]

Thank you for your time. Have a great (day/evening).

CROSS TABULATIONS:

Gender (Q40)
Male
Female
I don't identify as male or female

Identify as LGBTQ (Q41)
Yes
No

Age group (Q38)
18-29
30-39
40-49
50-64
65+

Ethnicity (Q37)
Latino/Hispanic
White/Caucasian
Black/African American
Asian/Pacific Islander
Other

Children in home (Q37)
Yes
No

Years of residency (Q36)
0-2 years
3-5 years
6-10 years
11-19 years
20+ years

Household income (Q40)
Less than $25,000
$25,000 - $49,999
$50,000 - $74,999
$75,000 - $99,999
$100,000 - $149,999
$150,000 or more

Language
English
Spanish
Chinese

Mode

Phone [NET]
Landline
Mobile
Online [NET]
Text
Email

Phone [NET] mode

(Gender)

Male
Female

(Age group)

18-29
30-39
40-49
50-64
65+

(Ethnicity)

Latino/Hispanic
White/Caucasian
Black/African American
Asian/Pacific Islander

Landline mode

(Gender)

Male
Female

(Age group)

18-29
30-39
40-49
50-64
65+

(Ethnicity)

Latino/Hispanic
White/Caucasian
Black/African American
Asian/Pacific Islander

Mobile mode

(Gender)

Male
Female

(Age group)

18-29
30-39
40-49
50-64

65+

(Ethnicity)
Latino/Hispanic
White/Caucasian
Black/African American
Asian/Pacific Islander

Online [NET] mode
(Gender)
Male
Female

(Age group)
18-29
30-39
40-49
50-64
65+

(Ethnicity)
Latino/Hispanic
White/Caucasian
Black/African American
Asian/Pacific Islander

Text mode
(Gender)
Male
Female

(Age group)
18-29
30-39
40-49
50-64
65+

(Ethnicity)
Latino/Hispanic
White/Caucasian
Black/African American
Asian/Pacific Islander

Email mode
(Gender)
Male
Female

(Age group)
18-29
30-39
40-49
50-64
65+

(Ethnicity)

Latino/Hispanic
White/Caucasian
Black/African American
Asian/Pacific Islander

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **March 1, 2022**

TO: Honorable Mayor and City Council

VIA: Bob Nisbet, City Manager

FROM: Jessica Blair, Communications Director / City Clerk

TITLE: **ADOPTION OF THE 2022 LEGISLATIVE PLATFORM**

RECOMMENDATION:
Adopt a resolution establishing a Legislative Platform for 2022.

FISCAL IMPACT:
There is no fiscal impact associated with this item.

STRATEGIC ELEMENT:
This action supports the Inclusive Governance element of the Strategic Plan.

DISCUSSION:
The City has contracted with Townsend Public Affairs for the past five years for legislative advocacy and grant services. In collaboration with Townsend, the City Council Legislative Subcommittee, and staff, a proactive Legislative Platform has been developed to enable Townsend and staff to advocate on the City's behalf with legislators and regulatory agencies.

The 2022 Legislative Platform highlights the position of the City Council on important issues that align with community goals and policy documents. City staff currently monitors bills introduced into California Legislature and U.S. Congress. This platform provides staff direction and allows the City, on the Council's behalf, to respond in support of or opposition to bills and other legislative and administrative actions.

The draft of the 2022 Legislative Platform represents the City's values and interests in areas such as Quality of Life, Environmental Protection, Economic Development, Public Safety, and Affordable Housing. These priority areas, among others listed in the draft, have been identified as fundamental legislative issues deemed critical to the City. Upon City Council approval, the legislative platform will allow staff to respond to the rapidly changing nature of legislative items.

The platform was developed using legislative positions taken by the City Council, a review of legislative priorities from the League of California Cities, input from the City Council and staff, research into current law and pending legislation, and discussion with Townsend. The Legislative Subcommittee has reviewed and approved the platform. The City Council would delegate its authority to the Mayor and / or City Manager to sign position letters consistent with the legislative platform. The platform is adopted annually by the City Council, updated accordingly to reflect legislative changes and positions taken in the prior year.

ATTACHMENTS:

1. Resolution approving the 2022 City of Half Moon Bay Legislative Platform
2. Legislative Matrix

Resolution No. C-2022-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY ADOPTING THE 2022 LEGISLATIVE PLATFORM AND AUTHORIZING THE MAYOR AND / OR CITY MANAGER TO SIGN POSITION LETTERS ON THE CITY COUNCIL'S BEHALF THAT REPRESENT THE POSITIONS CONTAINED IN THIS DOCUMENT

WHEREAS, the City has contracted with Townsend Public Affairs for the past four years for legislative advocacy and grant writing services; and

WHEREAS, Townsend, in conjunction with the City Council Legislative Subcommittee and staff, has prepared the 2022 Legislative Platform which represents the City's position on legislative issues; and

WHEREAS, the platform was developed using legislative positions taken by the City Council, a review of legislative priorities from the League of California Cities, input from the City Council and staff, research into current law and pending legislation, and discussion with Townsend; and

WHEREAS, adoption of the platform would allow staff to respond more efficiently and effectively to the rapidly changing nature of legislative items.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Half Moon Bay hereby approves the 2022 Legislative Platform (Exhibit A) and authorizes the Mayor and / or the City Manager to sign position letters on the City Council's behalf that represent the positions contained in this document.

****

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 1st day of March, 2022 by the City Council of Half Moon Bay by the following vote:

AYES, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ATTEST:	APPROVED:
_____	_____
Jessica Blair, City Clerk	Debbie Ruddock, Mayor

TOWNSEND
PUBLIC AFFAIRS
EST TPA 1998

M E M O R A N D U M

To: **The Honorable Debbie Ruddock, Mayor**
Honorable Half Moon Bay City Council Members
Bob Nisbet, City Manager
Jessica Blair, Communications Director/City Clerk

From: **Townsend Public Affairs, Inc.**
Christopher Townsend, President
Andres Ramirez, Senior Associate

Date: **March 1, 2022**

Subject: **2022 State Legislative Platform**

Townsend Public Affairs, Inc. (TPA) has prepared this report for the City of Half Moon Bay following the end of the 2021 legislative year and has drafted a recommended 2022 State Legislative platform for discussion within the Legislative Subcommittee and adoption by the full City Council.

2022 is the second year of the 2-year legislative cycle that began with 2021. As such, there are several "two-year" bills which will continue through the legislative process with a tighter timeline for advancement, as well as new bills introduced in January of 2022 when the Legislature return from Interim Recess. There is an added layer of complexity in 2022, as new Congressional, State Senate, and State Assembly districts are being implemented. Additionally, several members of the State Legislature have recently announced their desire to run for another office, not seek another term, have resigned, or have filled a new role outside of the Legislature. This has resulted in a number of new assignments on policy committees, new committee chairs, and overall new political dynamics.

TPA has been closely monitoring the redistricting process and various changes and stands ready to engage in policy discussions on behalf of the City of Half Moon Bay immediately after new districts are finalized. Additionally, since the end of the 2021 Legislative Session in August, TPA has maintained frequent lines of communication with the Governor's Administration, Key Legislators, Capitol Staff, and Relevant Stakeholders to help inform this document.

City of Half Moon Bay 2022 Legislative Priorities

The City of Half Moon Bay's legislative platform for 2022 reflects the priorities of the Mayor and the City Council. The strategic platform has and will continue to include advocating for legislation, regulations, and funding that is consistent with the City's goals.

In 2022, the Governor's Administration and State Legislature is maintaining its focus on the following priority topics:

- Climate Resiliency
- Affordable Housing
- Homelessness
- Crime

The following policy areas are being recommended for close monitoring, analysis, and potential action. The City Council may choose to take a position on a piece of legislation, continue to monitor without a position, or determine if any further response is required.

TPA maintains a constantly updated matrix of state legislation during the legislative session and can provide recommendations when bills are introduced, as well as rolling updates and suggestions as legislation moves along. TPA will monitor bills in numerous policy areas, and will closely track legislative activity in the following policy areas:

Climate Resiliency

1) Support legislative efforts to protect against sea level rise and other threats to coastal communities

2) Support legislation that promotes sustainability locally, regionally, and statewide

3) Support legislation that preserves open space and endangered species

4) Support efforts to reduce greenhouse gas emissions statewide

5) Support legislation that bolsters clean-tech businesses and the clean-tech economy in California

6) Advocate for legislation that bolsters de-carbonization efforts including tax credits for green development and an overall increased focus on electrification of critical infrastructure

7) Support the efforts of the San Mateo County Flood and Sea Level Rise Resiliency District

Housing/Affordable Housing

1) Support legislative efforts to protect tenants and small property owners impacted by the COVID-19 pandemic

2) Support legislation that advances the creation or funding of appropriately scaled affordable housing, with sensitivities to the uniqueness and character of a small coastal community

3) Funding for innovative programs to prevent displacement and address hazardous housing conditions

4) Funding for the production of affordable housing

Homelessness

1) Prevent displacement of tenants and property owner residents

2) Support legislative efforts that will require counties to partner with cities relating to unspent Prop 63 mental health funds

Economic Development

1) Support legislation the preserves vital local funding streams

2) Support legislation that relives local governments of additional administrative burdens, especially as staff are taking on increased responsibilities during COVID-19 and the subsequent local recovery efforts

3) Support efforts to address the digital divide, including increasing access to broadband and high-speed internet

4) Monitor measures providing for new tax increment financing

Infrastructure

1) Support legislation that works to bridge the digital divide and fosters broadband connectivity to vulnerable populations as well as the development of microgrids

2) Coordinate with the San Mateo County Transit District, regional transit operators, and other transit advocates and stakeholders to monitor and support legislative efforts that would enhance transit reliability and access for residents

3) Support legislation that will help reduce vehicle congestion

4) Support legislation that helps accelerate the development of Electric Vehicle Infrastructure

5) Support increased funding for traffic and pedestrian safety improvements

Public Safety

1) Support legislation related to disaster preparedness, training, response, and resilience efforts

2) Monitor and choose where to engage as it relates to criminal justice and police reform legislation

3) Support state funding to municipalities to establish community response programs for non-violent emergency calls

Elections

1) Support legislation that encourages and expands civic engagement and voter participation in elections

2) Monitor legislation that affects municipal elections

3) Monitor legislation that affects the California Voting Rights Acts and by-district elections

4) Support legislation that lowers the voting requirements for passage of local special purpose agency funding propositions

Government Transparency

1) Monitor legislation that affects the Brown Act

2) Monitor legislation that affects special districts and joint powers authorities and regulations of such

3) Monitor legislation that affects the Public Records Act

4) Monitor legislation that affects the Political Reform Act

5) Monitor legislation that impacts the ability of local governments to utilize digital communication

Health Equity

1) Support legislation that increases health equity across the City, County, and State

Process for Reporting/Next Steps

In addition to legislative updates and other communications we send to the City Team, TPA suggests verbal reports to the City Council at least once a quarter.

Due to the ever-changing nature of legislation in Sacramento, we will update our Legislative Tracking Matrix, tailored specifically for Half Moon Bay, either biweekly or monthly, thereby providing the City Council timely updates with the option to form a new position or change their current position on respective legislative items.

2021-22 High Profile Bills
2/22/2022

AB 1944 **(Lee D) Local government: open and public meetings.**

Current Text: Introduced: 2/10/2022 html pdf

Introduced: 2/10/2022

Status: 2/18/2022-Referred to Com. on L. GOV.

Location: 2/18/2022-A. L. GOV.

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law, the Ralph M. Brown Act, requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. Current law, until January 1, 2024, authorizes a local agency to use teleconferencing without complying with those specified teleconferencing requirements in specified circumstances when a declared state of emergency is in effect, or in other situations related to public health. This bill would specify that if a member of a legislative body elects to teleconference from a location that is not public, the address does not need to be identified in the notice and agenda or be accessible to the public when the legislative body has elected to allow members to participate via teleconferencing.

AB 2097 **(Friedman D) Residential and commercial development: remodeling, renovations, and additions: parking requirements.**

Current Text: Introduced: 2/14/2022 html pdf

Introduced: 2/14/2022

Status: 2/15/2022-From printer. May be heard in committee March 17.

Location: 2/14/2022-A. PRINT

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for its physical development, and the development of certain lands outside its boundaries, that includes, among other mandatory elements, a land use element and a conservation element. This bill would prohibit a public agency from imposing a minimum automobile parking requirement, or enforcing a minimum automobile parking requirement, on residential, commercial, or other development if the development is located on a parcel that is within one-half mile of public transit, as defined. When a project provides parking voluntarily, the bill would authorize a public agency to impose specified requirements on the voluntary parking. The bill would prohibit these provisions from reducing, eliminating, or precluding the enforcement of any requirement imposed on a new multifamily or nonresidential development to provide electric vehicle supply equipment installed parking spaces or parking spaces that are accessible to persons with disabilities.

SB 45 **(Portantino D) Short-lived climate pollutants: organic waste reduction goals: local jurisdiction assistance.**

Current Text: Amended: 1/3/2022 html pdf

Introduced: 12/7/2020

Status: 1/24/2022-Read third time. Passed. (Ayes 36. Noes 0.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.

Location: 1/24/2022-A. DESK

Desk	Policy	Fiscal	Floor	**Desk**	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law requires the Department of Resources Recycling and Recovery, in consultation with the State Air Resources Board, to adopt regulations to achieve the organic waste reduction goals established by the state board for 2020 and 2025, as provided. Current law requires the department, no later than July 1, 2020, and in consultation with the state board, to analyze the progress that the waste sector, state government, and local governments have made in achieving these organic waste reduction goals. This bill would require the department, in consultation with the state board, to provide assistance to local jurisdictions, including, but not limited to, any funding appropriated by the Legislature in the annual Budget Act, for purposes of assisting local agencies to comply with these provisions, including any regulations adopted by the department.

SB 852 **(Dodd D) Climate resilience districts: formation: funding mechanisms.**

Current Text: Introduced: 1/18/2022 html pdf

Introduced: 1/18/2022

Status: 2/7/2022-Art. IV. Sec. 8(a) of the Constitution dispensed with. (Ayes 31. Noes 6.) Joint Rule 55 suspended. (Ayes 31. Noes 6.)

Location: 1/26/2022-S. GOV. & F.

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law authorizes certain local agencies to form a community revitalization authority (authority) within a community revitalization and investment area, as defined, to carry out provisions of the Community Redevelopment Law in that area for purposes related to, among other things, infrastructure, affordable housing, and economic revitalization. Existing law provides for the financing of these activities by, among other things, the issuance of bonds serviced by property tax increment revenues, and requires the authority to adopt a community revitalization and investment plan for the community revitalization and investment area that includes elements describing and governing revitalization activities. This bill would authorize a city, county, city and county, special district, or a combination of any of those entities to form a climate resilience district for the purposes of raising and allocating funding for eligible projects and the operating expenses of eligible projects. The bill would define "eligible project" for these purposes.

SB 917 **(Becker D) Seamless Transit Transformation Act.**

Current Text: Introduced: 2/3/2022 html pdf

Introduced: 2/3/2022

Status: 2/16/2022-Referred to Com. on TRANS.

Location: 2/16/2022-S. TRANS.

Desk	**Policy**	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law creates the Metropolitan Transportation Commission, as a local area planning agency and not as a part of the executive branch of the state government, to provide comprehensive regional transportation planning for the region comprised of the City and County of San Francisco and the Counties of Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano, and Sonoma. This bill would require the commission to develop and adopt a Connected Network Plan, adopt an integrated transit fare structure, develop a comprehensive, standardized regional transit mapping and wayfinding system, develop an implementation and maintenance strategy and funding plan, and establish open data standards, as specified.

Total Measures: 5
Total Tracking Forms: 96

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **March 1, 2022**

TO: Honorable Mayor and City Council

VIA: Bob Nisbet, City Manager

FROM: Lisa Lopez Rossi, Administrative Services Director

TITLE: **PROPOSED CLASSIFICATION AND COMPENSATION CHANGES**

RECOMMENDATION:
Adopt a resolution authorizing the changes to certain job classifications and salary schedules as follows:

1) Increase the Salary schedule of the Public Works Superintendent;
2) Re-name the Recreation Coordinator to Recreation Supervisor and increase the salary schedule to reflect current responsibilities and duties;
3) Adjust salary schedule for the Senior Management Analyst to correct the compaction issue with the Management Analyst classification;
4) Increase the salary schedule of the Recreation Leader series;
5) Re-name Project Manager to Management Analyst;
6) Reclassify Senior Accountant to Finance Manager;
7) Reinstate the following positions: Executive Assistant to City Manager, Human Resources Analyst and Public Works Maintenance Worker;
8) Create a new position under the Planner job series classification titled Assistant Planner;
9) Approve creation and funding of a Housing Coordinator position;

Receive an information only report regarding the creation of

a. an Economic Development Coordinator position; and
b. a Grants Coordinator position.

FISCAL IMPACT:
The table below outlines the fiscal impact for the current fiscal year and the estimated annual amount (including cost of benefits) in future years:

	Fiscal Year 21-22 Impact	**Est. Future Fiscal Year Impact**
Changes to Incumbents	104,491	131,241
Reinstated Positions	130,368	391,104

New Position (Assistant Planner)	46,613	140,343
New Position (Housing Coordinator)	53,166	159,498
Total	**334,638**	**822,186**

These actions would result in an additional $334,638 for Fiscal Year 2021-22 if all actions are funded. For future fiscal years, these changes are estimated to result in an impact of $131,000 for changes to currently filled positions, $391,000 for reinstated positions, $140,000 for the new Assistant Planner and $159,000 for the new Housing Coordinator. In addition, the creation of an Assistant Planner classification will fill the current Associate Planner vacancy, which will result in a cost-savings.

Currently, the City is recommending the creation of the following new classifications: Economic Development Coordinator and Grants Coordinator, though not yet requesting funding.

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

DISCUSSION:

Compensation Philosophy

The compensation philosophy is a reflection of HMB's goals and objectives in recruiting and retaining qualified staff to manage and perform the functions necessary to conduct HMB's business and provide quality services to the community. The compensation philosophy states, in part, "Subject to HMB's current and future fiscal health, the City shall endeavor to set top-step salaries to within 10% of median of the agencies identified based upon geographic location, labor market and cost of living in the San Francisco-San Mateo-Santa Clara regional areas, similarity of population, staff, and scope of services provided."

Classification and Compensation Study

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

In March 2020, due to the state-ordered shelter in place it was agreed that the study would be postponed due to the fiscal emergency the City experienced as a result of the 2020 Covid-19 pandemic. Upon the lifting of the order, the City resumed the study and enlisted Boucher Law to complete the project. While the Represented

Management Team was the sole group to negotiate the classification and compensation study in their MOU, the City also agreed to include International Union of Operating Engineers Stationary Local 39, AFL-CIO in the study. This decision was made to promote equity within classifications and be most cost effective. The study was completed in two phases; Phase I included members of the Represented Management Team, while Phase II encompassed Local 39 and Confidential employees. City Department Heads were not included in the study.

For the study, Boucher Law provided labor market data (Attachment 2) based on the median, which is a more accurate depiction of the labor market than using the mean. The labor market median, which is the "middle" of the market, is the data point at which half of the complete range of data is higher, and half of the complete range of data is lower. The market median tends to be a more stable representation of trends in the market since it eliminates high and low payers which can skew data and outcomes.

Results

The study reflects that majority of the classifications in Local 39, Represented Management Team (RMT) and the Confidential group are within the 10% or better than the City's salary philosophy of having the top step within 10% of the median for the relevant labor market when comparing base salary. When looking at the median, the City's Local 39 and Confidential classifications are trending 2.12% below market and RMT is trending 8.24% below market (Attachment 2).

However, the study did identify specific classifications that were far below their relevant labor market. Below are the City's recommendations based on the results of the final report:

1) *Increase the Salary schedule of the Public Works Superintendent from 10-400 to 10-525* **-** This classification is currently below the median of the relevant labor market by 34.34%. Staff recommends placing this classification into an existing salary range 10-525 which has a top step of $12,644 which would be 10% below the median.

Current	10-400	8,521	8,947	9,394	9,863	10,356
Proposed	10-525	10,403	10,923	11,469	12,042	12,644

2) *Re-name the classification Recreation Coordinator to Recreation Supervisor and increase the salary schedule to reflect the current responsibilities and duties* - Based on the actual duties and responsibilities being performed, this classification is below the median of the relevant labor market by 40.93%. Staff recommends a new salary range that places the top step 10% below the median, which would provide for a top step of $8,978. In addition, the classification will be re-titled to Supervisor and the job specification will be updated.

Current	10-200	5,824	6,115	6,420	6,741	7,078
Proposed	NEW	7,386	7,755	8,143	8,550	8,978

3) *Adjust the salary schedule for the Senior Management Analyst to correct the compaction issue with the Management Analyst classification* - The differential between the lead or advanced journey-level (senior level) and the lower level is only 3% for the classification series of Management Analyst and Senior Management Analyst. The base salary for the Management Analyst and the Senior Management Analyst is within the 10% of median of the relevant labor market, which is in line with the city's compensation philosophy. However, the standard differential between lead or advanced journey-level (III or Senior-level) position is generally placed 5% to 15% above the lower experienced level. Given that current salary meets our compensation philosophy, and the differential is only slightly outside the standard, staff recommends placing the Senior Management Analyst into the existing salary range 10-400, which represents a 6.24% increase.

Current	10-727	8,020	8,420	8,841	9,283	9,747
Proposed	10-400	8,521	8,947	9,394	9,863	10,356

4) *Increase the salary schedule of the Recreation Leader series* - This classification is below the median of the relevant labor market by 22.6%. Staff recommends placing this classification into a salary range which has a top step of $4,030 which would be 10% below the median.

Current						
Recreation Leader III	39-165	2,971	3,120	3,276	3,440	3,612
Recreation Leader II	39-140	2,679	2,813	2,954	3,102	3,257
Recreation Leader I	39-115	2,367	2,485	2,609	2,739	2,876
New						
Recreation Leader III	39-165	3315.50	3481.27	3655.33	3838.10	4030.00
Recreation Leader II	39-140	3014.09	3164.79	3323.03	3489.18	3663.64
Recreation Leader I	39-115	2667.34	2800.70	2940.73	3087.77	3242.16

5) *Re-name the Project Manager to Management Analyst* – Management Analysts currently work under a job description titled "Project Manager". To maintain consistency in the classification series of Management Analyst and Senior Management Analyst, staff recommends that the Project Manager be officially re-titled to Management Analyst.

6) *Reclassify the Senior Accountant to Finance Manager* - the incumbent's current actual duties and responsibilities are closely aligned with those in the Finance Manager's classification specification, specifically the maintenance of the City's financial records, analysis and preparation of budgetary documents,

preparation of financial reports such as the CAFR, and management of the annual audit. Staff recommends the current incumbent Senior Accountant be reclassified to the Finance Manager position.

Reinstatement of positions

Due to the above-mentioned fiscal emergency in 2020, lay-offs were implemented by the City for the following positions: Recreation Leader, Maintenance Worker (2), Human Resources Analyst, Executive Assistant to the City Manager, and Accounting Technician. In July 2021, due to the improving economic conditions and increased City revenue, the Recreation Leader, Maintenance Worker (1) and Accounting Technician were reinstated to the City payroll. The Human Resources Analyst, Executive Assistant and one Maintenance Worker remained unfunded and unfilled.

The city would like to reinstate the remaining positions: Human Resources Analyst, Executive Assistant, and Maintenance Worker.

Creation of new classifications

Create a new position under the Planner job series classification called Assistant Planner - the entry-level position within professional planning. The job specification has been drafted and is attached. This position if approved would be filled as funding is available in the FY 2021-22 budget. Creating the Assistant Planner would represent a cost-savings as it will be filled in lieu of the Associate Planner position.

Proposed Salary

New	7243.08	7605.23	7985.49	8384.76	8804

Create a Housing Coordinator - This classification has been discussed previously by the City Manager, Community Development Director and the Council. This classification will assist in the establishment and implementation of affordable housing programs and oversight of affordable housing development projects that will benefit the City and its lower income households. The job specification is currently being drafted; however, staff would like the authorization to move forward as funding is available in the FY 2021-22 budget.

Proposed Salary

10-727	8,020	8,420	8,841	9,283	9,747

Informational only

Create an Economic Development Coordinator - The City of Half Moon Bay, in partnership with the Chamber of Commerce, San Mateo County, and a community taskforce, launched the Coastside Recovery Initiative (CRI) in early 2021. The recommendations include a need for more resources focused on economic development. This classification would continue the work that was initiated by the CRI and will provide direction and project leadership for activities and programs of the City's

economic development efforts, supporting businesses, non-profits, and workforce development.

Create a Grants Coordinator– Currently, grants are managed differently in each department and with the increased availability of grant opportunities related to COVID recovery, it has become clear that more focused and centralized grants management would best position the City for effectively pursuing and managing grants. This classification identifies grant opportunities, develops, prepares, and submits proposals and grant applications. It also involves independent research, evaluation, and analyses of a variety of data and other supportive grant application material, decision making, and prioritization of deadlines. The job specification is currently being drafted.

The creation of the additional classifications is necessary to promote a more productive and efficient City staff team. Staff is recommending the creation of the new classifications but is not currently prepared to fund the positions. However, if funding exists, staff may come back to council prior to the end of the fiscal year to add positions to the City's classification plan.

ATTACHMENTS:

1. Resolution, including Assistant Planner job classification
2. List of 19 comparison agencies and Compensation Study - Base Compensation Summary

Resolution No. C-2022-_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY AUTHORIZING CLASSIFICATION AND SALARY SCHEDULE CHANGES

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

WHEREAS, said Chapter requires that the City Manager, as Personnel Officer, prepare and recommend to the City Council a position classification plan, class specifications, and revisions thereto; and

WHEREAS, said Chapter requires that personnel rules and policies be adopted by resolution of the City Council; and

WHEREAS, consultant Boucher Law conducted a city-wide classification and compensation study and based on their findings made several recommendations in regards to specific classifications and the salary schedule, which staff supports;

WHEREAS, the City in March 2020 laid-off several positions to avoid a financial crisis and would now like to reinstate these positions, including a Human Resources Analyst, a Maintenance Worker and Executive Assistant to the City Manager; and

WHEREAS, the City would like authorization to create an Assistant Planner and a Housing Coordinator; and

WHEREAS, staff will be creating the following classifications Economic Development Coordinator and Grants Coordinator, and will bring back to the Council when ready to add to the Classification Plan and Salary Schedule;

WHEREAS, on February 9th, 2022, the City Manager and Administrative Services Director presented the information to the City Council Human Resources subcommittee and the subcommittee approved sending to the City Council for approval; and

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

A. Amends the Classification Plan, including salary adjustments suggested by Boucher Law, including increasing the salary of the Public Works Superintendent, Re-naming the Recreation Coordinator to Recreation Supervisor and increasing the salary, adjusting the salary schedule for the Senior Management Analyst, increasing the salary schedule for the Recreation Leader series, renaming the Project Manager classification to Management Analyst, and reclassifying the Senior Account to Finance Manager; and the salary schedule shall be established as follows:

Public Works Superintendent	10-525	10,403	10,923	11,469	12,042	12,644
Recreation Supervisor	NEW	7,386	7,755	8,143	8,550	8,978
Senior Management	10-	8,521	8,947	9,394	9,863	10,356

Analyst	400				
Recreation Leader III	3315.50	3481.27	3655.33	3838.10	4030.00
Recreation Leader II	3014.09	3164.79	3323.03	3489.18	3663.64
Recreation Leader I	2667.34	2800.70	2940.73	3087.77	3242.16
Finance Manager	10,500	11,024	11,575	12,153	12,760

B. Reinstates formerly laid-off positions, including one Maintenance Worker, one Executive Assistant to the City Manager and one Human Resources Analyst and creates two new classifications; and the salary schedule shall be established as follows:

Assistant Planner	7243.08	7605.23	7985.49	8384.76	8804
Housing Coordinator	8,020	8,420	8,841	9,283	9,747

C. Approves the classification specification set forth in Exhibit 1 attached hereto and incorporated herein by this reference; and

****

I, the undersigned, hereby certify that the forgoing Resolution was duly passed and adopted on the 1st day of March, 2022 by the City Council of Half Moon Bay by the following vote:

AYES, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ATTEST:

APPROVED:

_____

Jessica Blair, City Clerk

_____

Debbie Ruddock, Mayor

CITY OF HALF MOON BAY

Job Specification

Class Title: Assistant Planner
Status: Exempt
Department: Community Development
Reports To: Community Development Director or Designee
Employee Group: Local 39
Adopted by City Council/Resolution Number:
Modified:

DRAFT

DEFINITION

The Assistant Planner is responsible for performing a variety of entry level routine and occasionally complex administrative, technical and professional work for the City's current and long-range planning programs related to development, code enforcement, and related municipal plans and policies.

DISTINGUISHING CHARACTERISTICS

Assistant Planner: This is the entry level class in the professional planning series. Work involves the responsibility for assignments in the fields of current or advanced planning which require the application of fundamental planning principles. Assignments are generally moderately difficult in scope, but within the design and procedural framework established by higher level employees. As experience is acquired, the employee performs with increasing independence. Assistant Planners are normally considered to be in a continuing training status and as assigned responsibilities and breadth of knowledge increase with experience, may reasonably expect their positions to be reassigned to the next higher class of Associate Planner.

Associate Planner: This is the journey level class in the professional planning series. Positions in this class are flexibly staffed and are normally filled by advancement from the lower class of Assistant Planner, or when filled from the outside, require substantial prior professional planning work experience. Work involves responsibility for the application of professional knowledge and skills to various municipal planning, zoning and environmental problems. Responsibilities include the preparation of specific reports and plans with opportunity for independent judgment in planning work details and making technical determinations. Work in this class is distinguished from that of the Assistant Planner class by the greater complexity of the assignments received and by the greater independence with which the incumbent is expected to operate.

SUPERVISION

The Community Development Director or designee, such as the Senior Planner, supervises the Assistant Planner.

IMPORTANT AND ESSENTIAL DUTIES (ILLUSTRATIVE ONLY)

- Assist in the development of short and long-range plans.
- Assist in gathering, interpreting, and preparing data for studies, reports and recommendations.
- Coordinate department activities with other departments and agencies as needed.
- Provide technical and professional advice.
- Make presentations to City Council, boards, commissions, civic groups and the general public.
- Provide information on land use applications, ordinances, codes, plans and related planning programs, services or regulations to architects, engineers, developers, contractors, owners, community groups and interested persons.
- Prepare a variety of studies, reports and related information for decision-making purposes.
- Conduct technical research studies and prepare statistical reports and recommendations for drafting or revising local legislation and plans, projecting trends, monitoring socio-economic data, etc.
- Assist in the development and implementation of growth management, land use, economic development, utility, housing, transportation, facilities, solid waste or other plans and codes to meet the City's needs and any inter-governmental agreements or requirements.
- Provide staff support to the Architectural Advisory Committee and Planning Commission.
- Assist in the evaluation of land use applications and site plans for compliance with applicable local, state or federal laws.
- Prepare planning reports and supporting data, including recommendations for various land use proposals. Apply CEQA and evaluate environmental information and recommend mitigation measures to reduce adverse impacts of development.
- Assist city staff in the enforcement of local ordinances and in interpreting city codes and master plans.
- Assist in designs for parks, streetscapes, landscapes and other municipal projects.
- Prepare graphics and maps for a variety of reports, plans, grant applications, publications or meetings.
- Prepare and write grant application components relating to geographics, maps, plats, site plans, etc.
- Assist in maintaining the database of information for planning purposes.
- Respond to citizens inquiring about local planning and zoning regulations and ordinances.

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- Coordinate and manage planning consultant contracts.

KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of basic municipal planning principles and practices, public administration and municipal government operations; basic mathematics and statistical methods; methods for implementation of zoning and other municipal ordinances; application of land use, physical design, economic, environmental and social concepts to the planning process; the California Coastal Act and its implementation through certified Local Coastal Programs, techniques of developing information for Local Coastal Program, General Plan, and Zoning amendments; terminology, symbols, methods and instruments including GIS, used in planning and map drafting; and local government organization and the functions and practices of a municipal planning unit.

Ability to compile, analyze and evaluate data related to planning; prepare clear and concise summaries, reports, maps and graphs; learn, interpret and apply state, federal and local laws and regulations related to planning; effectively perform assigned duties and responsibilities; apply the use of computer word processing, spreadsheets, database, and mapping/graphics functions; read and interpret maps, building plans and specifications; establish and maintain accurate records; maintain level of knowledge required for satisfactory job performance; communicate effectively and establish and maintain effective working relationships with employees and the general public.

Skill in researching, analyzing and summarizing planning data into draft and final report formats; working under deadlines; making persuasive presentation of ideas; preparing clear, concise and complete technical documentation and reports; exercising sound independent judgment within established guidelines; establishing and maintaining effective working relationships with those contacted in the course of the work; utilizing computer applications related to plans, specifications, graphs and statistical data, including standard PC software and database systems, CAD programs, and other applications such as InDesign, SketchUp, and Python, etc.

EDUCATION AND EXPERIENCE

Any combination of education and experience that will likely produce the knowledge, skills and abilities required for the positions is qualifying. A typical way of qualifying is:

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Education:
Equivalent to Bachelor's Degree from an accredited college or university with major work in city or regional planning, urban planning, architecture, urban design, or a closely related field.

Experience:
Equivalent of one year experience in a city or county planning department and/or additional education, such as demonstrated with completion of a master's degree or certification with CNU or other relevant professional organizations, may qualify for the required experience)

Licenses/Certificates:
Possession of a valid California Driver's license with a satisfactory driving record OR demonstrate the ability to travel to various locations in a timely manner as required in the performance of duties.

Special Requirements:
Must be able to attend evening and weekend meetings as required. Eyesight sufficient to read data, memos, plans, working drawings, computer screens; manual dexterity to operate a personal computer; ability to sit for extended periods; ability to lift and carry objects weighing up to 20 pounds, stand, walk, bend, reach above and below shoulders, and work occasional long hours, including evening and weekend hours.

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CITY OF HALF MOON BAY
TOTAL COMPENSATION STUDY LABOR MARKET AGENCIES

	Agency	Population	FTEs	FY 2022 Budget	FY 2022 Revenue	Distance from Half Moon Bay
	Half Moon Bay	11,795	39	18.9	18.3	
1	City of Belmont	28,335	134.72	64.7	28.4	11.9 miles
2	City of Brisbane	4,851	91.24	20.7	20.2	22.4 miles
3	City of Burlingame	31,386	221.02	63.8	62.1	13.4 miles
4	City of Daly City	104,901	410	90.3*	101.2*	22 miles
5	City of East Palo Alto	30,034	118.25	205.3	196.5	25.0 miles
6	City of Foster City	33,805	164	46.7	48.1	15.0 miles
7	City of Menlo Park	33,780	286.75	70.5**	70.6**	21.3 miles
8	City of Millbrae	23,216	99	32.9	31.1	15.5 miles
9	City of Pacifica	38,640	170	42.4	40.0	13.6 miles
10	City of San Bruno	43,908	265	50.9	49.8	17.8 miles
11	City of San Carlos	30,722	81	49.0	46.0	13.3 miles
12	City of San Mateo	105,661	605.53	146.9	138.8	13.2 miles
13	City of South San Francisco	67,733	578.29	107.7**	130.9**	21.2 miles
14	Town of Atherton	7,188	39	15.2*	16.3*	20.6 miles
15	Town of Colma	1,507	37	19.5*	17.8*	21.5 miles
16	Town of Hillsborough	11,387	89	49.8	30.7	13.2 miles
17	Town of Woodside	5,309	22.3	9.8*	9.9*	17.2 miles
	Morro Bay	10,757	88.1		10.2*	221.8 miles

City of Half Moon Bay Compensation Study - Base Compensation Summary- Represented Management Team				
Classification	**# of Matches**	**Base Salary**		
		HMB's Base Salary Maximum	**Median of Market Maximums**	**HMB's % to Market Median**
Management Analyst	13	$ 9,462	$ 9,861	-4.21%
Sr. Management Analyst	9	$ 9,747	$ 10,588	-8.63%
Recreation Coordinator (proposed Recreation Supervisor)	12	$ 7,078	$ 9,975	-40.93%
Assistant Engineer	7	$ 8,839	$ 8,775	0.72%
Associate Engineer	13	$ 10,927	$ 10,934	-0.06%
City Engineer	-	$ 15,427	Still pending review	
Associate Planner	12	$ 9,462	$ 9,574	-1.18%
Sr. Planner	6	$ 11,088	$ 11,056	0.29%
Public Works Superintendent	10	$ 10,356	$ 13,912	-34.34%
			Average	**-8.24%**

Base Compensation Table 3 presents a summary of the market top monthly (base) salary findings. For each classification, the number of matches (agencies with a comparable position), HMB's maximum monthly salary, the labor market median monthly salary, and percent above or below the median maximum monthly salary market is listed.

The data provided in Table 3 reflects that majority of the classifications in the Represented Management Group are within the 10% or better than the City's salary philosophy of having the top step within 10% of the median for the relevant labor market when comparing base salary. When looking at the median, the City's RMG is trending 8.24% below market. Two classifications, Recreation Coordinator and the Public Works Superintendent's base salaries are well below the median for the relevant labor market.

City of Half Moon Bay Compensation Study - Base Compensation Summary – Operating Engineers Stationary Local 39, AFL-CIO				
Classification	**# of Matches**	**Base Salary**		
		HMB's Base Salary Maximum	**Median of Market Maximums**	**HMB's % to Market Median**
Permit Technician	10	$7,349	$7,376	-.37%
Recreation Leader III	4	$3,162	$4,428	-22.6%
Accounting Technician II	13	$6,049	$6,401	-5.8%
Senior Accountant	12	$10,607	$10,057	5.47%
Deputy City Clerk	8	$ 8,394	$ 7,424	13.1%
Maintenance Worker I	10	$ 5,905	$ 6,192	-4.8%
Maintenance Worker II	10	$ 6,661	$ 6,813	-2.3%
Senior Maintenance Worker	10	$ 7,844	$ 8,093	-3.2%
Community Preservation Specialist	13	$7,861	$7,930	-.88%
Administrative Assistant	17	$7,020	$ 7,014	.08%
			Average	**-2.12%**

The data provided in Table 3 reflects that majority of the classifications in Local 39 and the Confidential group are within the 10% or better than the City's salary philosophy of having the top step within 10% of the median for the relevant labor market when comparing base salary. When looking at the median, the City's Local 39 and Confidential classifications are trending 2.12% below market. One classification, Recreation Leader III's base salary is well below the median for the relevant labor market, while the Deputy City Clerk is well above the median for the relevant labor market.

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **March 1, 2022**

TO: Honorable Mayor and City Council

VIA: Bob Nisbet, City Manager

FROM: Lisa Lopez Rossi, Administrative Services Director
Kenneth Stiles, Senior Accountant
Bryan Lopez, Senior Management Analyst

TITLE: **MID-YEAR REVIEW AND ADOPTION OF RESOLUTION TO AMEND THE FISCAL YEAR 2021-22 BUDGET**

RECOMMENDATION:
Adopt a resolution to amend the FY 2021-22 Operating and Capital budget.

FISCAL IMPACT:
General Fund revenues are amended to $19,556,584; an increase of $1,218,081 and General Fund expenditures is amended to $20,745,811, an increase of $1,857,936 over the Adopted FY 2021-22 budget. In addition, staff is recommending a total revenue of Non-General Funds be amended to $16,195,419 and Non-General Expenditures amended to $25,192,069.

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

BACKGROUND:
The Finance Department staff completed a Mid-Year Budget Analysis and is proposing adjustments to the FY 2021-22 Adopted Budget.

The City's departments reviewed their budgets and projections at mid-year in order to request amendments if needed. The City Manager and Finance staff met with each department to discuss and finalize the Revised FY 2021-22 Budget recommendations.

Year-end estimates in operating expenditures in excess of the adopted budget by 5% <u>and</u> $10,000 are considered material in nature and are proposed for a budget adjustment. Revenue adjustments are described in the body of this staff report and an itemized version are attached (Attachment #3). The estimates in the Mid-Year Financial Analysis will be revisited in the development of the FY 2021-22 budget and significant and material changes will be presented as part of the annual financial presentation.

DISCUSSION:
This fiscal year 2021-22 Mid-year Budget report will focus on the following key objectives:

1. Updating Council on the status of revenues and expenditures within the FY 2021-22 General Fund Revised Budget and requesting appropriation adjustments to the FY 2021-22 General Fund totaling $1,857,936. This includes $206,019 previously approved by Council.
2. Updating Council on the status of revenues and expenditures within the FY 2021-22 Non-General Fund Revised Budget and requesting appropriation adjustments to the FY 2021-22 (Other) Funds.
3. Updating Council on the projected fund balance structure through June 30, 2022.
4. Preparing for the FY 2022-23 Budget Process.

The FY 2021-22 Annual Operating and Capital Budget was adopted as an optimistic yet conservative budget considering the recovery of City's most vulnerable revenue source, Transient Occupancy Tax (TOT). After completion of the mid-year analysis, staff is pleased to report that revenues are performing better than initially planned. The FY 2021-22 Revised General Fund budget is $19.5 million in revenue and $17.9 million in operating expenditures and capital transfers of $2.7 million.

Previously Approved Changes to the FY 2021-22 Budget
At every Council meeting, staff brings agenda items for Council's consideration and approval. Some of these items require amendments to the original budget. Council has already approved $240K in revenue adjustments, and $1.3 million in expenditures adjustments. During the mid-year budget review process, Finance staff incorporated all previously approved budget items year-to-date into the Revised Budget. Full detail can be found on Attachment #2.

1. Status of General Fund Revenues and Expenditures in FY 2021-22 Revised Budget

FY 2021-22 General Fund Revenues
The General Fund is the City's primary operating fund and is used to account for most day-to-day activities. It receives unrestricted revenues and provides the City's general administrative services, law enforcement, public works, and community development related activities such as planning, building, and engineering. Revenue sources include but are not limited to transient occupancy tax (TOT), sales tax, property tax, business registration, and current fees for services. The Revised estimates for General Fund revenues are projected to be $19,556,584 or $1,218,081 thousand (7%) higher than the Adopted Budget of $18,338,503. The following table illustrates the FY 2021-22 adopted and revised budget recommendations.

General Fund Revenues	Adopted Budget	Mid-Year Proposal	Revised	% Change
Transient Occupancy Tax	6,233,631	966,369	7,200,000	16%
Property Taxes	3,600,342	(251,056)	3,349,286	-7%

Sales & Use Tax	2,983,400	-	2,983,400	0%
Other Revenues	5,009,735	502,767	5,512,503	10%
Transfers In	511,395	-	511,395	0%
	18,338,503	**1,218,081**	**19,556,584**	**7%**

General Fund Revenues Adjustments for Council Approval
The following revenues are projected to reflect material changes dover the FY 2021-22 Adopted Budget, and recommended for budget adjustment:

- **Transient Occupancy Tax** During initial budget development, the City was optimistic on the return of tourism travel to the coast. As of December 31, 2021, the City received $3.2 million or 52% of budget. Comparatively, the City received 40% in the prior year at December 31st suggesting an overperformance. Assuming hotels perform identically to the January through June months of 2021, it is estimated revenues will be $7.2 million. Staff is requesting an adjustment of $966 thousand. Staff still considers this a conservative estimate. After a strong fall performance, the City remains very optimistic as the summer months approach.
- **Property Taxes** Although property taxes continue to grow, the rate of growth assumed for the fiscal year appears to be too aggressive. Based on current year and historical trends, staff is requesting a decreasing adjustment of $251 thousand. This new amount represents a 4% growth rate on last year actuals.
- **Sales & Use Tax** The City is tracking appropriately with sales tax. As seen in the 2nd Quarter financial report, the City has received 35% of budget which historically is line with prior years. Staff is not requesting any adjustments to this line-item.

- **Other Revenues** This category includes revenues such as business license, golf facilities fees, parking fees, and additional one-time ARPA funds. Some line-items are requesting to be increased while others to be decreased (Attachment #3). In total, the City estimates it will receive $5.5 million, which is a $502 thousand or 10% increase from the adopted budget.

FY 2021-22 General Fund Expenditures
Expenditure projections were reviewed based on two categories: personnel costs and general government program budget, as described below. Personnel cost projections are based on the most current payroll cost and calculated for the remainder of the fiscal year.

Staff Initiated Adjustments to Budget
During the mid-year budget review process, staff makes a number of minor cleanup changes and adjustments within the department's budgets. Money is moved from various individual line-items with savings to other line items within a department budget. This is done when a line item may go over its original budget amount.

These changes are considered routine and have minimal effects on the overall General Fund and Non-General Fund budgets and remain within the Council approved funding levels of the FY 2021-22 Annual Operating Budget.

General Fund Expenditure Appropriation Adjustments for Council Consideration

Actions	Request
Classification/Compensation Study Recommendations (Incumbents)	92,804
Reinstatement of Positions	130,368
Assistant Planner & Assistant City Clerk	99,769
Salary Savings from Associate Planner & Deputy City Clerk	(137,067)
Operating Expenditures for City Manager's Office	53,500
Operating Expenditures for Public Works	65,000
Operating Expenditures for Community Development	150,000
Housing Coordinator	53,166
Transfer to Fund Capital Improvement Projects	1,144,377
General Fund Expenditure Adjustments	**1,651,917**

- **Classification/Compensation Study Recommendations (Incumbents)**
  During Labor Negotiations for employee Memorandums of Understanding (MOU) and Employee Compensation and Benefit plans, one of the items negotiated was to conduct a Citywide Classification and Compensation Study. The City has completed the study and presented results to the Human Resources Subcommittee on February 9, 2022. The study resulted in recommendations to classifications that are currently filled. Staff is requesting to adopt these changes. If approved, the fiscal impact of these changes on the General Fund total $92 thousand for the current fiscal year, and an estimated $131 thousand annually in future years.

- **Reinstatement of Positions**
  During the initial challenges of the COVID-19 pandemic in 2020, City laid-off or froze the following positions: Management Analyst (Human Resources), Executive Assistant and a Maintenance Worker. As discussed at the Human Resources Subcommittee as mentioned above, staff is requesting to reinstatement these positions. If approved, the fiscal impact of these changes total $130 thousand for the current fiscal year and an estimated $391 thousand annually in future years.

- **Assistant Planner & Assistant City Clerk**
  During the fiscal year, the City experienced two vacancies in the Community Development and the City Clerk/Communications Departments, the Associate Planner and Deputy City Clerk respectively. After a review of responsibilities and a coinciding classification study, staff is requesting the funding for two new positions, the Assistant Planner and Assistant City Clerk. These new positions will replace the former and have no impact on the number

of full-time equivalent employees.

The table below outlines the fiscal impact of these changes:

	FY 21-22 Impact	Future FY
Assistant City Clerk	53,156	159,498
Assistant Planner	46,613	140,343
Total Cost	**99,769**	**299,841**
Salary Savings	(137,067)	-
Defunding of former positions	-	(282,887)
Net Impact	**(37,298)**	**16,954**

Considering the salary savings from the vacancies, the FY 21-22 impact will result in a savings of $37 thousand. However, in future years it is estimated the position changes will result in an extra $16 thousand annually.

- **Operating Expenditures for City's Manager Office**
  As the impact of COVID restrictions continue to lessen, staff is requesting an additional $3,500 for the Recreation division. These funds will be used to ramp up new programs, advertising and boost various events. Additionally, the City Manager's Office division is requesting $50 thousand to continue support for economic and recovery initiatives.

- **Operating Expenditures for Community Development**
  As housing continues to be a priority for the City, staff is requesting an additional $150 thousand to support the Housing Element portion of the General Plan. $120 thousand is allocated to two housing consultants and the preparation of an environmental review document. An additional $30 thousand is requested to modify the existing planning consultant contract support such efforts.

- **Operating Expenditures for Public Works**
  In the Sustainability/Administration division, staff recently applied for a non-competitive CalRecycle grant. The grant awards $20 thousand and aids local agencies to help decrease organic waste disposal. Staff is requesting a match $20 thousand expenditure adjustment for this grant. Additionally, staff is requesting $30 thousand to conduct a Sea Level Rise Vulnerability Assessment in the Miramontes Point area. In the Engineering Division, staff is requesting additional funds for the 3-year Coast-side Pet Waste Outreach program. The entire program is estimated to be $37,500 with $15 thousand being requested for the current year. The total operating expenditure adjustment for Public Works totals $65 thousand**.**

- **Housing Coordinator**

As mentioned previously at the Human Resources Subcommittee, this classification will assist in the design and implementation of housing programs that will benefit the community. $53 thousand is requested for the remainder of FY 21-22. The estimated cost for this position is $159 thousand annually for future years.

- **Additional Funding for Capital Improvement Program (CIP)**
  Staff is requesting additional expenditures for various CIP projects which are funded by the General Fund. This totals a $1,144,377 increase from the adopted budget. More detail on such expenditures is found below in Non-General Fund Expenditures Adjustments.

2. Status of Non-General Fund Revenues and Expenditures in FY 2021-22 Revised Budget

Non-General Funds include the following categories:

- **Special Revenue and Capital Funds**, including Storm Drain, Main Street Bridge, Gas Tax, Streets and Roads, Measure A & W, Traffic Mitigation, Library Operating and Capital, Parks Development, Affordable Housing, Citizens' Option for Public Safety (COPS) Grant, Public Facilities, General Capital and Land Assets funds
- **Enterprise Funds**, including Sewer Operating and Capital funds, and
- **Internal Service Funds**, including Vehicle and Equipment Replacement, Risk Management, and Pension Stabilization funds.

Non-General Fund FY 2021-22 Revenues

In the Adopted FY 2021-22 Budget, these revenues comprise $15,987,970 of the City's $34,326,473 total revenue budget. This includes transfers from General Fund to various CIP funds, and adjustments and transfers previously approved by the Council.

Non-General Fund Revenues Adjustments for Council Approval

- **Funding from the General Fund for CIP** As mentioned above, staff is requesting to increase the general fund expenditures by transferring to other funds. For accounting purposes, staff is requesting a matching revenue adjustment in these non-general funds.

- **Non-General Fund FY 2021-22 Expenditures and Transfers**
  Non-General Fund expenditures comprise $22,622,124 of the City's $41,509,999 total adopted expenditure budget. These expenditures are proposed to be amended by an increase of $2,569,945 to $25,192,069 which includes $1,113,469 previously approved by Council.

Non-General Fund Expenditure Appropriation Adjustments for Council Consideration

CIP / Item	Adopted	Mid-Year Request	Revised Budget
NEW - Main Street Safety Improvement Project	-	550,000	550,000
NEW - Downtown Street Can Replacement	-	120,000	120,000
NEW - Storm Water Master Plan Update	-	120,000	120,000

NEW - 555 Kelly Affordable Housing Project	-	30,000	30,000
0611 - Carter Park	454,121	500,000	954,121
0538 - Highway 1 Safety - North	73,713	262,878	336,591
0593 - Poplar Complete Street	129,932	87,999	217,931
1002 - Climate Action and Adaptation	41,686	58,500	100,186
1007 - Magnolia/Seymour Park	30,000	30,000	60,000
0619 - Eastside Parallel Trail Exp	187,000	20,000	207,000
1004 - Equestrian Beach Access	45,000	(45,000)	-
0559 - Wayfinding and Entry Signs	100,000	(50,000)	50,000
9016 - Main Street Tree Lights	100,000	(70,000)	30,000
0608 - Seymour Ditch Erosion	100,000	(100,000)	-
0615 - Bicycle and Pedestrian Master	370,000	(370,000)	-
Lot Retirement & Acquisition Fund / Operating Expenditures	-	270,000	270,000
Gas Tax Fund / Operating Expenditures	-	11,944	11,944
Various / Salaries and Benefits for Classification & Comp Results	-	11,687	11,687
Transfer from Measure A/W to Measure W	280,000	18,468	298,468
Non-General Fund Expenditure Adjustment		**1,456,476**	

- **Main Street Safety Improvement Project (New)** This new project is to add two bike lanes, restore pavement, restripe crosswalks and other striping on Main Street from Highway 1 to the downtown area. Staff is requesting $550 thousand and intends to award the contract by end of fiscal year. It was previously contained within programmatic categories but due to its size and scope it was updated to be its own project with transfers of funds from the programmatic categories.

- **Downtown Street Can Replacement (New)** The trash cans downtown have met the end of their useful life. Staff is requesting $120 thousand to replace and incorporate the needed bin separations for recycling, garbage, and compost.

- **Storm Water Master Plan Update (New)** After severe storms this past winter, staff is requesting funds to update the storm water master plan. This update will incorporate new information from recent storms and climate change. The plan's goal will be to develop a list of improvements to implement over the course of the Capital Improvement Program. Staff is requesting $120 thousand for this update.

- **555 Kelly Affordable Housing Project (New)** As an additional approach to address affordable housing, staff is requesting funds to begin repurposing and developing the 555 Kelly site into affordable housing. With $30 thousand requested for this fiscal year, the funds will go to a site survey and master planning. Staff has already issued a request for qualifications.

- **Operating Expenditures for Lot Retirement & Acquisition Fund** This a recently created fund to account for costs surrounding in-lieu fees and applicable costs with the purpose of acquiring and retiring development rights. Created after budget adoption, no expenditures were budgeted. Staff is requesting an adjustment of $270 thousand for legal counsel costs associated with such activities.

3. Projected Fund Balance Structure

Should the Council approve the recommendations listed above, the ending General Fund balance as of June 30, 2022 is projected to be approximately $9,951,473 which includes $8.6 million in reserves and $1.3 million unassigned.

The projected fund balance for the General Fund is shown below:

GENERAL FUND BALANCES

	Actual 2020-21	Adopted Budget 2021-22	Revised Budget 2021-22
Beginning Fund Balance	***$ 10,634,152***	***$ 11,140,700***	***$ 11,140,700***
Total Revenue	**16,601,802**	**18,338,503**	**19,556,584**
Operating Expenditures	14,516,653	17,284,675	17,998,234
Capital Transfers	1,578,601	1,603,200	2,747,577
Total Expenditures	**16,095,254**	**18,887,875**	**20,745,811**
Ending Fund Balance	***11,140,700***	***10,591,329***	***9,951,473***
Reserves (Operating & Economic)	*7,271,604*	*8,642,337*	*8,642,337*
Unassigned Fund Balance	***$ 3,869,096***	***$ 1,948,992***	***$ 1,309,136***

The FY 2021-22 revised budget amounts have been updated from the adopted budget figures following the independent audit of FY 2020-21. Although $1.3 million is left to be assigned, Staff recommends assigning funds formally in the FY 2022-23 budget process.

4. Preparing for the FY 2022-23 Budget Process

In March 2022, the Finance staff will issue budget instructions for the FY 2022-23 Budget to all departments. Finance staff is now working closely with the City Manager and all departments to develop budget factors and assumptions that will be used to prepare the FY 2022-23 Budget. Staff will continue with the current budget process for the FY 2022-23 budget. Each

department will be provided their Base Budget expenditure allotments consistent with the FY 2021-22 revised budget at the current service levels, adjusted by known personnel salary and benefit increases, as well as known or estimated inflationary increases for most operational expenses. Each department will be given an opportunity to submit prioritized program changes for service level enhancements or reductions to the base budget consistent with the Council's vision for the FY 2022-23 service priorities.

The goal of this budget process is to develop the City's budget by completing a full analysis of the City's current service level to identify necessary and desirable service increase and/or reduction options, which when combined, will reach a balanced and sustainable budget. To this end, the City Manager will formulate a packaged budget recommendation of service enhancements and/or reductions for Council to consider. The staff recommendations will be based on several factors, including the Council's FY 2022-23 priorities, the City's strategic plan, staffing capacity and potential impact to the overall City operation and services provided to the community.

With the adoption of the mid-year budget review, staff will begin working on the FY 2022-23 budget which will allow for the completion of the budget and its adoption in June.

ATTACHMENTS:

1. Resolution authorizing adjustments to the FY 2021-22 Operating and Capital Budget
2. FY 2021-22 City Council Previously Approved Budget Items
3. FY 2021-22 Itemized Revenues Adjustments
4. FY 2021-22 Summary of Revenues and Transfers by Fund
5. FY 2021-22 Summary of Expenditures and Transfers by Fund
6. FY 2021-22 Fund Balance Summary by Fund

RESOLUTION NO. C-2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY APPROVING ADJUSTMENTS TO THE FY 2021-22 OPERATING AND CAPITAL BUDGET

WHEREAS, the City Council adopted the Fiscal Year 2021-22 Annual Operating and Capital Budget on June 15, 2021; and

WHEREAS, the City Council has reviewed the Mid-Year Budget analysis and requested adjustments; and

WHEREAS, the City Council desires to amend an appropriations limit, pursuant to California Constitution Article XII B, for fiscal year 2021-22 to $45,937,880;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Half Moon Bay hereby approves the budget adjustment increasing the City-wide revenues and expenditures as follows:

	Mid-Year Adjustments	
	Revenue	**Expenditures**
GENERAL FUND	1,218,081	1,651,917
ENTERPRISE FUNDS		
Sewer Operating	-	5,455
Sewer Capital	(68,050)	-
SPECIAL REVENUE FUNDS		
Traffic Mitigation	4,396	11,944
Main Street Bridge	150,000	-
Gas Tax	12,000	-
Streets and Roads	(926,123)	350,877
Measures A	-	18,468
Park/Facilities Development	627,140	685,000
Public Facilities	20,000	-
Police Grants	12,738	-
Measure W	18,468	-
Lot Retirement/Acquisition	19,700	270,000
Capital General	88,500	88,500
Drainage Capital	20,000	21,643
INTERNAL SERVICE FUNDS		
Equipment Replacement	-	4,062
Risk Management	(11,320)	526
Totals	**1,185,529.46**	**3,108,393.25**

****

I hereby certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted on the 1st day of March 2022 by the City Council of the City of Half Moon Bay by the following vote:

AYES, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ATTEST:

Jessica Blair, City Clerk

APPROVED:

Debbie Ruddock, Mayor

City of Half Moon Bay
FY 2021-22 Revised Budget
Previously Approved Budget Items

			FISCAL IMPACT	
Fund	**Description**	**Council Date**	**Revenue**	**Expenditure**
153	Donations from Friends of the Library	7/20/2021	15,000	
125	Poplar Street Parallel Path	8/17/2021		106,200
125	Poplar Beach Gateways Plan	9/8/2021		18,417
127	Sheriff Substation Renovations	9/21/2021		114,035
125	Donations from Friends of the HMB Parks	9/21/2021	25,000	
Various	Personnel Changes from MOU Signings	11/2/2021		242,336
125	Carter Park	10/5/2021		245,000
125	Carter Park	10/19/2021		165,000
151	Smith Field Site Assessment	10/19/2021		200,000
125	Transfer to Fund 151 for Smith Field	10/19/2021		200,000
151	Transfer from Fund 125 for Smith Field	10/19/2021	200,000	
123	Highway 1 Safety - South Project	12/7/2021		138,464
123	Pavement Management and Traffic Safety	12/7/2021		(138,464)
151	Climate Action and Adaptation Plan	2/1/2022		28,500
		Total Previously Approved	**240,000**	**1,319,488**

City of Half Moon Bay
FY 2021-22 Revised Budget
Itemized Revenue Adjustments

	Approved Budget	Actuals on 12/31	Ending Est.	Increase / (Decrease)
General Fund Revenues				
Transient Occupancy Tax	6,233,631	3,263,623	7,200,000	966,369
Grants	1,209,000	1,546,805	1,571,805	362,805
Golf Facilities Fees	400,000	311,172	546,000	146,000
Poplar Beach Parking Fees	268,061	166,890	350,000	81,939
Property Transfer Tax	127,680	61,934	173,934	46,254
Business License Tax	281,916	257,371	314,000	32,084
Property Tax - ERAF	170,000	-	195,690	25,690
Franchise Tax	825,000	171,359	838,900	13,900
Special Events Permits	20,000	677	5,000	**(15,000)**
Interest	120,016	21,949	87,700	**(32,316)**
Fines & Forfeitures	133,644	43,768	100,000	**(33,644)**
Engineering Fees	125,000	32,913	72,000	**(53,000)**
Property Taxes	3,296,000	1,632,494	2,973,000	**(323,000)**
			General Fund Revenue Adjustment	**1,218,081**
	Approved Budget	**Actuals on 12/31**	**Ending Est.**	**Increase / (Decrease)**
Other Funds Revenues				
Traffic Mitigation	35,000	55,425	55,426	20,426
COPS Distribution	143,262	106,997	156,000	12,738
RMRA Tax	225,000	63,691	237,000	12,000
Park Facility Development	117,860	52,002	60,000	**(57,860)**
Interest	393,613	65,766	317,913	**(75,700)**
Grants	2,140,000	435,368	1,033,000	**(1,107,000)**
			Other Fund Revenue Adjustments	**(1,195,396)**
	Approved Budget	**Actuals on 12/31**	**Ending Est.**	**Increase / (Decrease)**
Fund Transfers				
From Measure A/W to Measure W	280,000	298,468	298,468	18,468
From General Fund to Capital Funds	1,603,200	-	2,747,577	1,144,377
			Total Revenue Adjustments	**1,185,529**

City of Half Moon Bay
FY 2021-22 Revised Budget
Summary of Revenue & Transfers by Fund

Fund Name	Actual 2020-21	Adopted 2021-22	Budget Adjustments: Previously Approved	Budget Adjustments: Mid-Year Adjustments	Revised 2021-22	% Change over Adopted
GENERAL FUND	**$ 16,601,802**	**$ 18,338,503**	**$ -**	**$ 1,218,081**	**$ 19,556,584**	**6.6%**
ENTERPRISE FUNDS						
Sewer Operating	$ 5,871,902	6,709,625	-	-	6,709,625	0.0%
Sewer Capital	$ 992	248,007	-	(68,050)	179,957	-27.4%
TOTAL ENTERPRISE FUNDS	**5,872,894**	**6,957,632**	**-**	**(68,050)**	**6,889,582**	**-1.0%**
SPECIAL REVENUE FUNDS						
Storm Drain Operating	(960)	3,962	-	-	3,962	0.0%
Traffic Mitigation	29,381	82,330	-	4,396	86,726	5.3%
Library Operation	(46)	191	-	-	191	
Main Street Bridge	208,118	13,180	-	150,000	163,180	1138.1%
Gas Tax	511,136	501,091	-	12,000	513,091	2.4%
Streets and Roads	3,489,130	3,276,447	-	(926,123)	2,350,324	-28.3%
Measures A	3,363,282	399,307	-	-	399,307	0.0%
Park/Facilities Development	480,135	145,925	25,000	627,140	798,065	
Affordable Housing	(8,233)	25,385	-	-	25,385	0.0%
Public Facilities	224,367	1,534,169	-	20,000	1,554,169	1.3%
Police Grants	155,182	149,356	-	12,738	162,094	8.5%
Measure W	-	405,000	-	18,468	423,468	
Lot Retirement/Acquisition	2,687,693	-	-	19,700	19,700	
Capital General	2,462,347	14,396	200,000	88,500	302,896	2004.0%
Drainage Capital	155,646	20,695	-	20,000	40,695	96.6%
Library Capital	44,858	14,771	15,000	-	29,771	
TOTAL SPECIAL REVENUE AND CAPITAL	**13,802,035**	**6,586,205**	**240,000**	**46,819**	**6,873,024**	
Vehicle Replacement	7,777	211,785	-	-	211,785	0.0%
Equipment Replacement	411,643	520,778	-	-	520,778	0.0%
Risk Management	489,463	663,450	-	(11,320)	652,130	-1.7%
Pension Stabilization	1,024,428	1,048,119	-	-	1,048,119	
INTERNAL SERVICE FUNDS	**1,933,311**	**2,444,133**	**-**	**(11,320)**	**2,432,813**	**-0.5%**
Judgement Bonds - B	337	-	-	-	-	
DEBT SERVICE FUNDS	**337**	**-**	**-**	**-**	**-**	
Total Other Funds	**21,608,576**	**15,987,970**	**240,000**	**(32,551)**	**16,195,419**	**1.3%**
Total All Funds	**$ 38,210,378**	**$ 34,326,473**	**$ 240,000**	**$ 1,185,529**	**$ 35,752,003**	**4%**

City of Half Moon Bay
FY 2021-22 Revised Budget
Summary of Expenditures & Transfers by Fund

Fund Name	Actual 2020-21	Adopted 2021-22	Budget Adjustments: Previously Approved	Budget Adjustments: Mid-Year Adjustments	Revised 2021-22	% Change over Adopted
GENERAL FUND	**$ 16,095,254**	**$ 18,887,875**	**$ 206,019**	**$ 1,651,917**	**$ 20,745,811**	**9.8%**
ENTERPRISE FUNDS						
Sewer Operating	6,171,761	6,664,625	19,259	5,455	6,689,339	0.4%
Sewer Capital	880,184	4,749,706	-	-	4,749,706	0.0%
TOTAL ENTERPRISE FUNDS	**7,051,945**	**11,414,331**	**19,259**	**5,455**	**11,439,045**	**0.2%**
SPECIAL REVENUE FUNDS						
Storm Drain Operating	-	-	-	-	-	
Traffic Mitigation	15,720	35,000	-	11,944	46,944	34.1%
Library Operation	-	-	-	-	-	
Main Street Bridge	242,452	324,000	-	-	324,000	0.0%
Gas Tax	282,295	95,000	-	-	95,000	0.0%
Streets and Roads	3,599,775	3,083,886	4,076	350,877	3,438,839	11.5%
Measures A	2,894,535	340,688	2,499	18,468	361,655	6.2%
Park/Facilities Development	250,413	1,305,879	734,617	685,000	2,725,496	108.7%
Affordable Housing	200,000	-	-	-	-	
Public Facilities	92,244	1,798,000	114,035	-	1,912,035	6.3%
Police Grants	86,035	200,000	-	-	200,000	0.0%
Measure W	-	-	-	-	-	
Lot Retirement/Acquisition	101,599	-	-	270,000	270,000	
Capital General	2,243,541	738,686	228,500	88,500	1,055,686	42.9%
Drainage Capital	45,117	596,079	1,506	21,643	619,228	3.9%
Library Capital	(0)	-	-	-	-	
TOTAL SPECIAL REVENUE AND CAPITAL	**10,053,726**	**8,517,218**	**1,085,233**	**1,446,432**	**11,048,883**	**29.7%**
Vehicle Replacement	84,465	204,567	-	-	204,567	0.0%
Equipment Replacement	344,349	515,729	(12,307)	4,062	507,484	-1.6%
Risk Management	419,579	928,531	21,284	526	950,341	2.3%
Pension Stabilization	959,543	1,041,748	-	-	1,041,748	
INTERNAL SERVICE FUNDS	**1,807,936**	**2,690,575**	**8,977**	**4,588**	**2,704,141**	**0.5%**
Judgement Bonds - B	30,000	-	-	-	-	
DEBT SERVICE FUNDS	**30,000**	**-**	**-**	**-**	**-**	
Total Other Funds	**18,943,607**	**22,622,124**	**1,113,469**	**1,456,476**	**25,192,069**	**11.4%**
Total All Funds	**$ 35,038,861**	**$ 41,509,999**	**$ 1,319,488**	**$ 3,108,393**	**$ 45,937,880**	**11%**

City of Half Moon Bay
FY 2021-22 Revised Budget
Fund Balances Summary

	Audited Fund Balance 7/1/2021	Revenues & Trsfrs In Budget	Expenditures & Trsfrs Out Budget	Revenue Over(Under) Expenditures	Projected Fund Balance 6/30/2022
GENERAL FUND					
101 General	**$ 11,140,700**	**$ 19,556,584**	**$ 20,745,811**	**$ (1,189,227)**	**$ 9,951,473**
ENTERPRISE FUNDS					
201 Sewer Operating	(249,683)	6,709,625	6,689,339	20,286	(229,397)
202 Sewer Capital [1]	8,711,217	179,957	4,749,706	(4,569,749)	4,141,468
Total Enterprise Funds	**8,461,534**	**6,889,582**	**11,439,045**	**(4,549,463)**	**3,912,071**
SPECIAL REVENUE FUNDS					
111 Storm Drain Operating	351,702	3,962	-	3,962	355,664
112 Traffic Mitigation	4,225,385	86,726	46,944	39,782	4,265,167
113 Library Operation	111,016	191	-	191	111,207
121 Main Street Bridge	437,850	163,180	324,000	(160,820)	277,030
122 Gas Tax	706,131	513,091	95,000	418,091	1,124,223
123 Streets and Roads	2,370,033	2,350,324	3,438,839	(1,088,514)	1,281,519
124 Measures A	1,169,323	399,307	361,655	37,651	1,206,975
125 Park/Facilities Development	2,711,013	798,065	2,725,496	(1,927,431)	783,582
126 Affordable Housing	2,166,277	25,385	-	25,385	2,191,662
127 Public Facilities	1,405,166	1,554,169	1,912,035	(357,866)	1,047,300
128 Police Grants	560,712	162,094	200,000	(37,906)	522,806
132 Measure W	-	423,468	-	423,468	423,468
133 Lot Retirement/Acquisition	2,586,094	19,700	270,000	(250,300)	2,335,794
151 Capital General	1,737,044	302,896	1,055,686	(752,790)	984,254
152 Drainage Capital	1,064,233	40,695	619,228	(578,533)	485,700
153 Library Capital	1,332,745	29,771	-	29,771	1,362,516
Total Special Revenue and Capital Funds	**22,934,726**	**6,873,024**	**11,048,883**	**(4,175,859)**	**18,758,867**
INTERNAL SERVICE FUNDS					
301 Vehicle Replacement	262,082	211,785	204,567	7,218	269,300
302 Equipment Replacement	878,871	520,778	507,484	13,294	892,165
303 Risk Management	2,449,352	652,130	950,341	(298,211)	2,151,141
304 Pension Stabilization	1,466,056	1,048,119	1,041,748	6,371	1,472,427
Total Internal Service Funds	**5,056,361**	**2,432,813**	**2,704,141**	**(271,328)**	**4,785,033**
DEBT SERVICE FUNDS					
142 Judgement Bonds - B	6,311	-	-	-	6,311
Total Debt Service Funds	**6,311**	**-**	**-**	**-**	**6,311**
Total Other Funds	**$ 36,458,932**	**$ 16,195,419**	**$ 25,192,069**	**$ (8,996,650)**	**$ 27,462,282**
Total All Funds	**$ 47,599,632**	**$ 35,752,003**	**$ 45,937,880**	**$ (10,185,877)**	**$ 37,413,755**

(1) - Fund balance does not include amounts that represent the equity in SAM and fixed assets