



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

TUESDAY, APRIL 5, 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

SUSTAINABILITY UPDATES

1. CONSENT CALENDAR

1.A WAIVE READING OF RESOLUTIONS AND ORDINANCES

1.B ORDINANCE TO AMEND MUNICIPAL CODE CHAPTER 1.24 WITH RESPECT TO ELECTING MEMBERS OF THE CITY COUNCIL, REDRAWING BOUNDARIES, AND SEQUENCING OF ELECTIONS WITHIN THE DISTRICTS – SECOND READING

Staff Recommendation: Waive second reading and adopt an ordinance amending Municipal Code Chapter 1.24 with respect to electing members of the City Council, redrawing boundaries, and sequencing of elections within the districts.

[STAFF REPORT](#)

[ORDINANCE](#)

1.C RE-RATIFICATION OF RESOLUTION TO CONTINUE HOLDING PUBLIC MEETINGS REMOTELY (AB 361)

Staff Recommendation: By motion, in accordance with Assembly Bill 361, re-ratify the findings in Resolution No. 2021-80 to continue conducting the City's Council, Commission, and Committee meetings remotely due to health and safety concerns to the public due to COVID-19.

[STAFF REPORT](#)

1.D RECEIPT OF LEGISLATIVE POSITION LETTERS

Staff Recommendation: Receive and file support letters sent for Assembly Bill 1814, Senate Bill 917, and Federal Appropriations Requests.

[STAFF REPORT](#)

[ATTACHMENT 1](#)

1.E PROFESSIONAL SERVICES AGREEMENT WITH RINCON CONSULTANTS, INC. FOR HOUSING ELEMENT ENVIRONMENTAL REVIEW

Staff Recommendation: Adopt a resolution authorizing the City Manager to execute a professional service agreement with Rincon Consultants, Inc. to prepare an Initial Study Study/Negative Declaration for the 6th Cycle Housing Element in an amount of \$85,017.

[STAFF REPORT](#)

[RESOLUTION](#)

1.F POTENTIAL ACQUISITION OF SAN MATEO COUNTY APNS 064-162-190, 064-162-180, 064-022-140, AND 056-129-070, HALF MOON BAY

Staff Recommendation: Adopt a resolution authorizing the City Manager to execute a Purchase and Sale Agreement to acquire four parcels located in the West of Railroad area owned by Garrett N. McDonald (San Mateo County APNs 064-162-190, 064-162-180, 064-022-140, and 056-129-070).

[STAFF REPORT](#)

[RESOLUTION](#)

[ATTACHMENT 2](#)

2. ORDINANCES AND PUBLIC HEARINGS

3. RESOLUTIONS AND STAFF REPORTS

3.A AERIAL TRAM SPEAKER - RUDDOCK

Staff Recommendation: Receive a presentation on a proposed aerial tram from Dr. Peter von Bleichert, at Mayor Ruddock's request.

[STAFF REPORT](#)

COMMISSION / COMMITTEE UPDATES

CITY COUNCIL REPORTS / FUTURE ITEMS

ADJOURNMENT

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **April 5, 2022**

TO: Honorable Mayor and City Council

VIA: Bob Nisbet, City Manager

FROM: Jessica Blair, Communications Director / City Clerk

TITLE: **ORDINANCE TO AMEND MUNICIPAL CODE CHAPTER 1.24 WITH RESPECT TO ELECTING MEMBERS OF THE CITY COUNCIL, REDRAWING BOUNDARIES, AND SEQUENCING OF ELECTIONS WITHIN THE DISTRICTS – SECOND READING**

RECOMMENDATION:

Waive second reading and adopt an ordinance amending Municipal Code Chapter 1.24 with respect to electing members of the City Council, redrawing boundaries, and sequencing of elections within the districts.

FISCAL IMPACT:

The City Council approved an agreement with National Demographics Corporation on January 19, 2021 for demographer services for this process at a cost of roughly \$45,000. Additional costs have been incurred for necessary public outreach and were incorporated into the Fiscal Year 2021-2022 budget. Necessary costs for conduct of the November 8, 2022 election, incorporating this new district map, will be included in the Fiscal Year 2022-2023 budget.

STRATEGIC ELEMENT:

This action supports the Inclusive Governance element of the Strategic Plan.

DISCUSSION:

On March 15, 2022, the City Council introduced the ordinance following the conduct of a duly-noticed public hearing. As required by law, the ordinance appears for second reading and adoption at a regular meeting more than five days past introduction.

ATTACHMENT:

Ordinance Amending Chapter 1.24, Map 503b

ORDINANCE NO. C-2022-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY AMENDING CHAPTER 1.24 OF THE HALF MOON BAY MUNICIPAL CODE TO WITH RESPECT TO ELECTING MEMBERS OF THE CITY COUNCIL, REDRAWING BOUNDARIES, AND SEQUENCING OF ELECTIONS WITHIN DISTRICTS

Section 1. Findings: The City Council finds and declares as follows.

WHEREAS, in September 2018, the City Council adopted Ordinance No. 2018-03, establishing the election of councilmembers by district; and

WHEREAS, Ordinance No. 2018-03 added section 1.24.090 of the Half Moon Bay Municipal Code establishing the boundaries of four districts and an at-large elected mayor; and

WHEREAS, Elections Code section 21620 et seq. requires the City Council to adjust the boundaries of each City Council district following each decennial federal census; and

WHEREAS, the decennial federal census was completed in 2020; and

WHEREAS, on April 6, 2021, the City Council directed staff to move forward with the creation of a Redistricting Advisory Committee to assist with the process for adopting boundaries for council districts of the City. The 7-member committee was appointed on June 15, 2021 and met eight times from July 2021-January 2022. The Committee received public input on communities of interest and considered testimony from members of the public regarding draft district maps. Additionally, the Committee educated the public on the overall redistricting process and how to access and use available public mapping tools; and

WHEREAS, the City conducted a Community Survey in late 2021, which sought input on 4 or 5-district models and sought input on what the community and public at large considered to be communities of interest within Half Moon Bay. A copy of the survey was sent out to each household within Half Moon Bay and the City received roughly 350 responses. Many neighborhoods such as Ocean Colony, Frenchman's Creek, Arleta Park, Downtown, Canada Cove, and Oak Park were mentioned several times as constituting a community of interest. Additionally, some responses included certain demographic groups such as renters and owners, seniors, Latino/Hispanic neighborhoods, and those with similar traffic issues along Highway 92 as constituting a community of interest; and

WHEREAS, in compliance with Elections Code 21627.1, the City has held four public hearings where the City reviewed draft maps, and solicited and received public input concerning the adjustment of City Council district boundaries according to the draft maps. Said hearings were held on November 8, 2021 (Redistricting Advisory Committee), December 16, 2021 (Redistricting Advisory Committee), January 19, 2022, and February 15, 2022; and

WHEREAS, at its February 15th meeting, the City Council directed staff to solicit additional public input on its final two focus maps – Map 504c and 503b. Specifically, Council sought input from those voters who would be affected by voter deferrals; and

WHEREAS, staff conducted targeted outreach to voters that would be affected by voter deferrals via mailed notice and FAQs. Staff also solicited broad feedback from the entire community on focus maps 504c and 503b via web postings, the City’s weekly e-news, and social media; and

WHEREAS, the City Council held an additional public hearing (the fifth in total) on March 15, 2022 to consider all public input on focus maps 504c and 503b, consider “communities of interest” of the focus maps, and select a preferred map for the Half Moon Bay City Council districts as required under federal and state law;

WHEREAS, in compliance with Elections Code section 21628, the City provided language translations services at each of the public hearings as well as interpretation of qualifying materials in English and Spanish.

WHEREAS, in compliance with Elections Code section 21608(d)(1), the City has published the draft maps at least seven days before the hearings held before the City Council on January 19, 2022, February 15, 2022, and March 15, 2022;

WHEREAS, the City Council of the City of Half Moon Bay finds as follows with respect to Map 503b (“the Preferred Map”):

1. ***To the extent practicable, the districts are geographically contiguous.*** None of the five districts meet only at the points of adjoining corners and each of the five districts are arrayed without any islands.
2. ***To the extent practicable, the Preferred Map respects the geographic integrity of local neighborhoods and communities of interest.***

The Redistricting Advisory Committee and the City Council heard many hours of testimony and received substantial written correspondence from the public regarding what constitutes communities of interest in Half Moon Bay in the public eye. The City conducted a Community Survey which provided information regarding communities of interest and received roughly 350 responses. The Preferred Map’s communities of interest include the following features:

- a. Maintains the Casa del Mar Avenue neighborhood in one district and avoids dividing the Oak Park area;
- b. Combines Ocean Colony with Canada Cove as a community of interest in light of similar coastal access issues, rates of home ownership, and emergency preparation needs.
- c. Maintains existing neighborhoods such as Ocean Colony, Frenchman’s Creek, and the Heritage Downtown in single districts.

- d. Maximized the majority of the Arleta Park and Alsace Lorraine neighborhoods in a single district.

The City Council did not consider relationships with political parties, incumbents, or political candidates as features of any community of interest and to the extent practicable, the Preferred Map preserves the geographic integrity of local communities of interest that share common social or economic interests in a single district for purposes of its effective and fair representation.

3. ***The district boundaries are easily identifiable and understandable by residents and to the extent practicable, districts are bounded by natural and artificial barriers, by streets, or by the boundaries of the city.*** To the extent practicable, the districts are bounded by Highway 1 and Highway 92. However, in some instances, districts cross Highway 1 in order to achieve districts substantially equal in population. The Pacific Ocean forms a natural barrier to the west. The City limits are long and narrow, which creates some unusual shaped census tracts. The Preferred Map's districts 2 and 3 long, narrow census tracts, reflect the City's long, narrow shape.
4. ***To the extent practicable, and where it does not conflict with the preceding criteria in this subdivision, council districts are drawn to encourage geographical compactness in a manner that nearby areas of population are not bypassed in favor of more distant populations.*** The district configurations are compact, simple shapes, with nearby populations included in the same district.
5. ***The districts are balanced in terms of total population and voting age population.*** The districts have been adopted to achieve districts that are substantially equal in population and are well within the one-person/one-vote deviations permitted under federal and state voting rights laws.
6. ***The City Council did not adopt council district boundaries for the purpose of favoring or discriminating against a political party.***

WHEREAS, if the CVRA is amended and/or interpreted by the California Supreme Court in a manner which qualifies the City to return to at-large elections, the City Council declares its desire to revisit the ordinance.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF HALF MOON BAY, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

Section 2. Section 1.24.090 of the Half Moon Bay Municipal Code is hereby amended as follows:

- a. Beginning with the municipal election in 2022, members of the City Council shall be elected in the electoral districts established in Section 1.24.090(c) and subsequently

reapportioned as provided by state law. Elections shall take place by-district as that term is defined in California Government Code Section 34871, meaning one member of the City Council shall be elected from each district, by the voters of the district alone. Each member of the City Council shall serve a four-year term.

- b. Members of the City Council shall be elected on a by-district basis from the five City Council districts hereby established. The boundaries and identifying number of each district shall be as described on the City Council District Map attached hereto as “Exhibit A” and incorporated by reference.
- c. Commencing with the general municipal election in November 2022 and thereafter, the voters in districts 1, 4, and 5 shall elect members of the City Council by-district for full four (4) year terms. At the general municipal election in November 2024, and thereafter, the voters in districts 2 and 3 shall elect members of the City Council by-district for full four (4) year terms.
- d. Registered voters signing nomination papers or voting for a member of the City Council shall be residents of the geographical area making up the district from which the candidate is to be elected.
- e. A candidate for City Council must live in, and be a registered voter in, the district in which he or she seeks election at the time nomination papers are issued, pursuant to Elections Code Section 10227. Termination of residency in a district by a councilmember shall create an immediate vacancy for that district unless the councilmember immediately declares and establishes another residence within the district within 30 days.

Section 3. Constitutionality and Severability

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision or decisions shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

Section 4. Publication. The City Clerk of the City of Half Moon Bay is hereby directed to publish this Ordinance, or the title hereof as a summary, pursuant to Government Code Section 36933, once within fifteen (15) days after its passage in the Half Moon Bay Review, a newspaper of general circulation published in the city of Half Moon Bay.

Section 5. Effective date.

The ordinance shall take effect and be in force on the thirtieth (30th) day from and after its final passage.

INTRODUCED at a regular meeting of the City Council of the City of Half Moon Bay, California, held on the 15th day of March 2022.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Half Moon Bay, California, held on the 5th day of April 2022, by the following vote:

Ayes, Councilmembers:

Noes, Councilmembers:

Absent, Councilmembers:

Abstain, Councilmembers:

ATTEST:

Jessica Blair, City Clerk

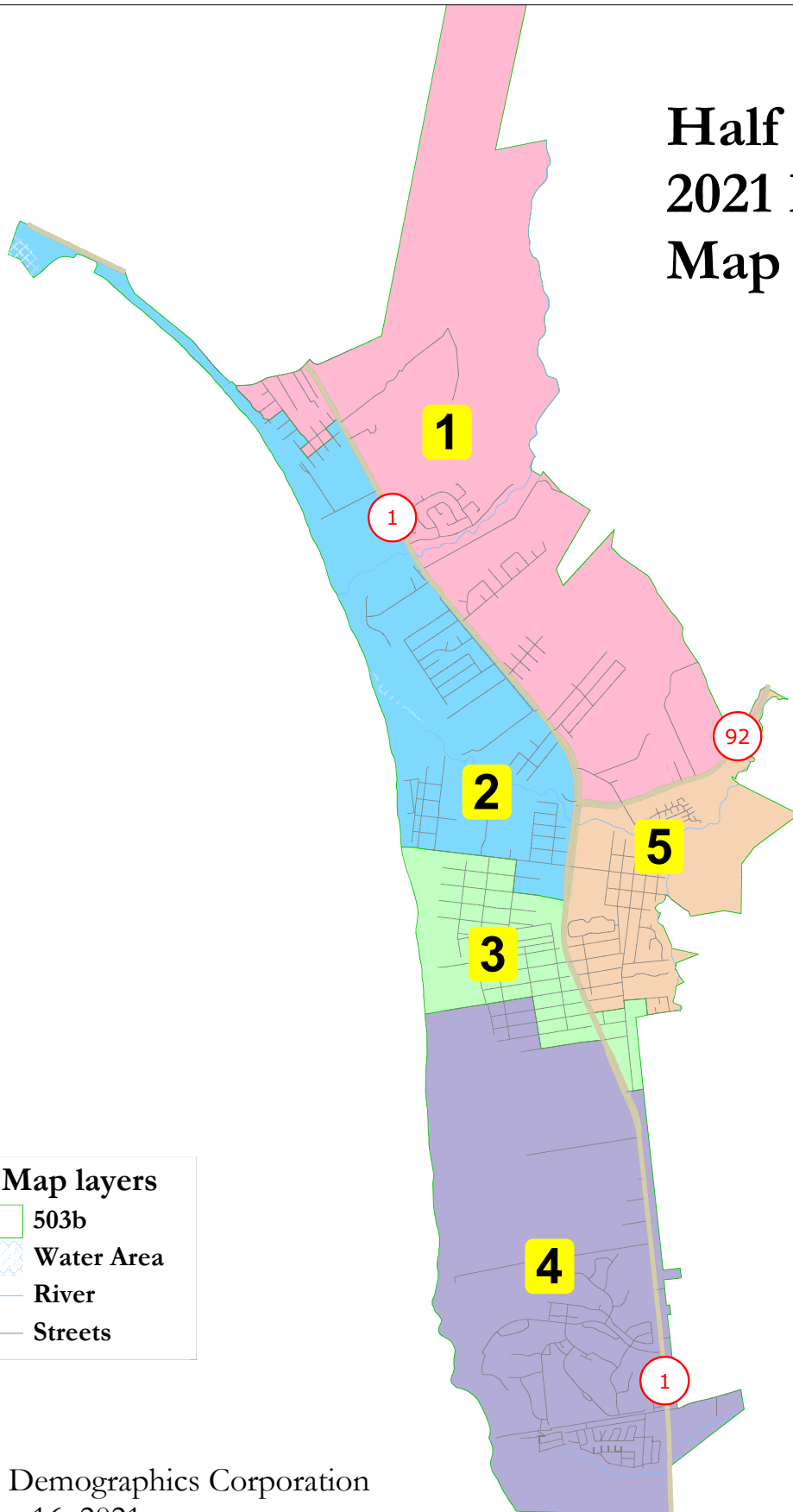
Debbie Ruddock, Mayor

1478612.3

Half Moon Bay 2021 Redistricting Map 503b

Map layers

- 503b
- Water Area
- River
- Streets



National Demographics Corporation
December 16, 2021

©2021 CALIPER

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **April 5, 2022**

TO: Honorable Mayor and City Council

VIA: Bob Nisbet, City Manager

FROM: Jessica Blair, Communications Director / City Clerk

TITLE: **RE-RATIFICATION OF RESOLUTION TO CONTINUE HOLDING PUBLIC MEETINGS REMOTELY (AB 361)**

RECOMMENDATION:

By motion, in accordance with Assembly Bill 361, re-ratify the findings in Resolution No. 2021-80 to continue conducting the City's Council, Commission, and Committee meetings remotely due to health and safety concerns to the public due to COVID-19.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

STRATEGIC ELEMENT:

This action supports the Inclusive Governance element of the Strategic Plan.

BACKGROUND:

On March 4, 2020, Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for a broader spread of COVID-19.

Thereafter, on March 17, 2020, the City Council adopted Resolution 2020-16 declaring a local emergency due to COVID-19. The same day, Governor Newsom issued Executive Order N-29-20, which suspended certain provisions of the Ralph M. Brown Act to allow local legislative bodies to conduct meetings telephonically or by other means. Additionally, the State implemented a shelter-in-place order, requiring all non-essential personnel to work from home.

Staff quickly worked to set up remote meetings via Zoom for all City Council and Planning Commission meetings. The Zoom meetings have allowed the Council, Commissions, and Committees to continue to conduct City business from the safety of members' homes. The City has been utilizing Zoom for the past 18 months to conduct nearly all public meetings. The usage of Zoom for public meetings has allowed the City to ensure the public's continued access to government meetings while also ensuring the public's safety.

On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which extended the ability of agencies to hold remote meetings through September 30, 2021, after which agencies anticipated transitioning back to public meetings held in full compliance with the Brown Act. In preparation for the return to in-person meetings, staff has been working on acquiring audio and visual upgrades for City facilities to conduct hybrid meetings. Although hybrid meetings would help to keep the public safe by allowing them to continue accessing the meetings from their own home, Councilmembers, Commissioners, Committee members, and staff would need to meet in person.

Since the Governor issued Executive Order N-08-21, the Delta variant has emerged, causing a spike in cases throughout the state. As a result, the San Mateo County Health Department issued a Health Order requiring masks indoors in public places, regardless of vaccination status, starting August 3, 2021.

On September 16, 2021, Governor Newsom signed Assembly Bill 361 (AB 361), which allows cities to continue to meet remotely during proclaimed states of emergency under modified Brown Act requirements that are similar but not identical to the rules and procedures established by the previous Executive Orders.

AB 361 authorizes local agencies to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act during a declared state of emergency, when state or local health officials have imposed or recommended measures to promote social distancing during the proclaimed state of emergency, or when there is an imminent risk to the health or safety of attendees.

On October 5, 2021, the City Council adopted Resolution No. 2021-80 under the requirements of AB 361 to continue conducting meetings remotely. AB 361 requires the City Council to make the findings every 30 days, necessitating the need for this item.

On December 15, 2021, a statewide mask mandate went into effect due to a rise in cases across the state.

On January 10, 2022, in response to the surge of COVID-19 cases, Omicron variant, City Hall closed to the public moving services to remote services.

On March 1, 2022, the statewide requirement that unvaccinated individuals mask in indoor public settings moved to a strong recommendation that all persons, regardless of vaccine status, continue indoor masking. The San Mateo Chief Health Officer has likewise recommended the CDC's masking guidance.

DISCUSSION:

AB 361 will allow local legislative bodies to continue to meet remotely after the September 30, 2021 expiration of the Governor's executive orders. A local agency will be allowed to continue to meet remotely when:

- The local agency holds a meeting during a declared state of emergency
- State or local health officials have imposed or recommended measures to promote social distancing
- Legislative bodies declare the need to meet remotely due to present imminent risks to the health or safety of attendees

The City meets the requirements to continue holding meetings remotely to ensure the health and safety of the public due to the following:

- The City is still under a local state of emergency
- County health orders require that all individuals in public spaces maintain social distancing and wear masks
- The City can't maintain social distancing requirements for the public, staff, Councilmembers, Commissioners, and Committee Members in their meeting spaces

The City cannot ensure social distancing requirements are met inside City facilities where the City Council, Planning Commission, Parks and Recreation Commission, Redistricting Advisory Committee, Bicycle and Pedestrian Advisory Committee, and Main Street Bridge Advisory Committee meet.

Councilmembers, Commissioners, Committee Members, and staff sit well within six feet of each other. Moreover, the County's indoor mask order is still in effect, making it difficult to hear what Councilmembers, Commissioners, Committee Members, staff, and public speakers are saying. Furthermore, while speaking through masks may be understandable in person, picking up speech on microphones for those attending remotely and those watching any livestreams would be difficult.

Per AB 361, the City Council would need to declare every 30 days that the City's legislative bodies must continue to meet remotely to ensure the health and safety of the public. Staff recommends that the City Council declare these findings are true so these bodies can continue to meet remotely. Staff will return with this resolution for re-ratification at the Council's 1st Tuesday meeting each month, at which time the Council can reassess as various health orders and COVID-19 parameters change.

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **April 5, 2022**

TO: Honorable Mayor and City Council

VIA: Bob Nisbet, City Manager

FROM: Jessica Blair, Communications Director / City Clerk

TITLE: **RECEIPT OF LEGISLATIVE POSITION LETTERS**

RECOMMENDATION:

Receive and file support letters sent for Assembly Bill 1814, Senate Bill 917, and Federal Appropriations Requests.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

STRATEGIC ELEMENT:

This action supports the Inclusive Governance element of the Strategic Plan.

DISCUSSION:

Annually, the City adopts a Legislative Platform to allow staff to send position letters regarding various bills / issues of interest to the City. The 2022 Legislative Platform was adopted by the City Council on March 1, 2022. The platform provides staff direction and allows the City, on the Council's behalf, to respond in support of or opposition to bills and other legislative and administrative actions. The City Council has delegated its authority to the Mayor and / or City Manager to sign position letters consistent with the legislative platform. Townsend Public Affairs monitors legislation for the City and communicates frequently with staff on bills. Occasionally, the League of California Cities will send action alerts for bills affecting municipalities. Staff reviews those alerts as well and will take action on any that align with the City's Legislative Platform.

In the spirit of transparency, when position letters are sent by the City, staff will include them in a City Council agenda packet for viewing by the Council and the community.

ATTACHMENTS:

AB 1814 Support Letter, SB 917 Support Letter, Federal Appropriations Requests Support Letter



THE CITY OF
HALF MOON BAY
CALIFORNIA

March 22, 2022

The Honorable Eduardo Garcia
Chair, Assembly Utilities & Energy Committee
1021 O Street, Room 8120
Sacramento, CA 95814

Re: Assembly Bill 1814 (Grayson) – Letter of Support from the City of Half Moon Bay

Dear Assemblymember Garcia:

On behalf of the City of Half Moon Bay, I write in support of AB 1814 (Grayson), a bill that would authorize Community Choice Aggregators (CCAs) to submit applications to the California Public Utilities Commission (CPUC) and receive funding to administer transportation electrification programs in their service areas.

Half Moon Bay is a member of Peninsula Clean Energy Authority, a not-for-profit joint powers authority. Peninsula Clean Energy delivers 50 percent renewable and 100 percent clean electricity to all its customers. A locally governed public entity, Peninsula Clean Energy enhances the communities it serves by reinvesting its revenues locally. Peninsula Clean Energy has developed and administers local programs to expand electric vehicle adoption for all residents in its service area. It has also improved and advanced the resiliency of the local electricity sector.

A major element of California's stringent air quality and climate change initiatives is the accelerated growth and development of zero-emission vehicle use and the associated network of electric vehicle (EV) charging stations. To build out the needed statewide system of EV charging stations, the California Public Utilities Commission (CPUC) is holding a proceeding to authorize the Investor-Owned Utilities (IOUs) to file applications to receive ratepayer funded transportation electrification program funding. Although our ratepayers also contribute to these funds, CCAs like Peninsula Clean Energy are not explicitly authorized in existing law to access these funds.

For several years Peninsula Clean Energy has been administering and implementing a local EV charging program. Peninsula Clean Energy has financed the program by leveraging its own funds and a state grant provided by the California Energy Commission's California Electric Vehicle Infrastructure Program (CALeVIP). Through this work, Peninsula Clean Energy has gained expertise on the EV infrastructure needs of our local communities. Peninsula Clean Energy has also been able to deliver this EV infrastructure at significant cost savings compared to the IOUs.



For these reasons, we believe it would be beneficial to our community and to the state to provide Peninsula Clean Energy with the opportunity to apply to the CPUC for the ratepayer funds the IOUs collect from our customers for EV infrastructure purposes. AB 1814 seeks to enable CCA access to that funding.

AB 1814 is a narrowly tailored, straightforward bill. It would explicitly authorize CCAs to file applications with the CPUC to administer funds for the purpose of implementing programs and investments that would accelerate widespread transportation electrification. CCAs that receive funding would adhere to all the same requirements that IOUs are currently required to meet.

For these reasons, we support AB 1814 and thank Assemblymember Grayson for his leadership. We respectfully request your “Aye” vote when the bill is heard in committee.

Sincerely,

Debbie Ruddock
Mayor of Half Moon Bay

CC: Senator Josh Becker
Assemblymember Marc Berman



March 30, 2022

The Honorable Alex Padilla
United States Senate
112 Hart Senate Office Building
Washington, DC 20510

The Honorable Dianne Feinstein
United States Senate
331 Hart Senate Office Building
Washington, DC 20510

The Honorable Jackie Speier
United States House of Representatives
2465 Rayburn House Office Building
Washington, DC 20515

Re: Letter of Support for the City of Half Moon Bay's Fiscal Year 2023 Appropriations Requests

Dear Senator Padilla, Senator Feinstein, and Congresswoman Speier:

I write to express my support for the federal funding request submitted by the City of Half Moon Bay in the Fiscal Year 2023 Appropriations process.

The City of Half Moon Bay is seeking funding for bike and pedestrian safety improvements to active transportation areas in the City, in addition to funding for a local mental health partnership program. Specifically:

- Highway 1/Frenchman's Creek Intersection and Bike/Ped Improvements: This project includes the extension of a 10-foot wide bicycle/pedestrian (multi-purpose) Class I trail from Spindrift Way to Ruisseau Francais Avenue (1,600 feet) and reconfiguration of the existing, non-standard signalized intersection. It also includes a feasibility study for a roundabout in place of the non-standard intersection. This project also includes a new bridge crossing over Frenchman's Creek and is an extension of the Highway 1 Safety projects.
- CARES – Crisis Assistance Response and Evaluation Services Program: Funding to bolster this existing pilot program, which serves as an alternative response to mental health-related 911 calls traditionally answered by fire, ambulance, or law enforcement. The City contracts with a local nonprofit service provider, El Centro de Libertad, to deliver the program.

Thank you for your consideration of these budget requests which will enrich the lives of your constituents and community members in and around the region.



Sincerely,

Debbie Ruddock, Mayor

City of Half Moon Bay

CC: Senator Josh Becker
Assemblymember Marc Berman



March 30, 2022

The Honorable Josh Becker
California State Senate
1021 O Street, Suite 7250
Sacramento, CA 95814

**Re: Senate Bill 917 (Becker) Seamless Transit Transformation Act
Letter of Support from the City of Half Moon Bay**

Dear Senator Becker:

On behalf of the City of Half Moon Bay, I write to express my support for your bill, SB 917, which would implement the Seamless Transit Transformation Act for the purposes of improving coordination and integration in a variety of transit-related areas.

Increasing efficiency and the ease of use for public transit riders is critical to increasing ridership and reducing overall carbon emissions. The challenges of navigating between 27 different transit operators in the Bay Area has acted as a barrier for residents and visitors, while disproportionately burdening low-income and vulnerable populations.

In directing MTC and Bay Area Transit Agencies to work together to improve coordination and integration, SB 917 will effectively create an integrated fare structure, result in a single regional transit map with standardized wayfinding mechanisms and create a connected network plan to identify a network of regional and local corridors that need service-level standards and improvements amongst other items.

In all, this is a bill that will benefit the entire bay area, including its residents and visitors, while addressing equity issues and ultimately bolstering the clean economy in California.

Again, we are pleased to support Senate Bill 917 and thank you for your work on this important policy topic.

Sincerely,

A handwritten signature in black ink, appearing to read "Debbie Ruddock".

Debbie Ruddock
Mayor of Half Moon Bay

CC: Assemblymember Marc Berman

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **April 5, 2022**

TO: Honorable Mayor and City Council

VIA: Bob Nisbet, City Manager

FROM: Jill Ekas, Community Development Director

TITLE: **PROFESSIONAL SERVICES AGREEMENT WITH RINCON CONSULTANTS, INC. FOR HOUSING ELEMENT ENVIRONMENTAL REVIEW**

RECOMMENDATION:

Adopt a resolution authorizing the City Manager to execute a professional service agreement with Rincon Consultants, Inc. to prepare an Initial Study/(Mitigated)Negative Declaration for the 6th Cycle Housing Element in an amount of \$85,017.

FISCAL IMPACT:

The mid-year budget adjustment for the Planning Professional Services budget will cover this contract; the scope of work may also be covered by grant funding.

STRATEGIC ELEMENT:

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

BACKGROUND:

The City is currently preparing the Housing Element update for the Cycle 6 period which covers 2023 – 2031. The City is in receipt of a “LEAP” grant awarded by the Department of Housing and Community Development (HCD) in September 2020 for an amount of \$65,000. The City will be reimbursed through this grant for a substantial portion of the Housing Element once the element is complete. The Housing Element is being prepared by City staff with support from the San Mateo County 21 Elements Group and the Metropolitan Planning Group (M-Group). The City paid \$54,500 up front for the fullest level of 21-Element’s consulting work which provides significant resources for completing the Housing Element, including templates, first drafts, and policy and site analysis. The remainder of the grant funds will reimburse the City for on-going supplemental work on the Housing Element being conducted by M-Group. M-Group is a planning consulting firm who provides planning contract services to the City annually. This year, in addition to their other tasks, M-Group has been preparing GIS housing site maps and is now providing project management support in their role as an extension of staff for the Housing Element effort.

While the Housing Element is currently supported by staff and expert consultants, it will also require environmental review. This necessary work has now been scoped based on the current status of the draft Housing Element. The subject of this item is bringing on an environmental consultant to conduct that work concurrent with the completion of the Housing Element.

DISCUSSION:

The Housing Element will rely on the recently certified Local Coastal Land Use Plan (LUP) update's framework for housing sites and policies. The Housing Element will present sites, policies, and programs at a much more specific level than the LUP. Housing Elements are not subject to Coastal Commission certification; however, they are subject to the California Environmental Quality Act (CEQA). As such, staff sought a CEQA consultant with recent experience preparing environmental documents for Housing Elements. In an interview with Rincon, the Community Development Director determined that the firm is well suited to this project and is available to help the City maintain the necessary schedule for completing the Housing Element. The scope of work assumes preparation of an Initial Study/(Mitigated) Negative Declaration will be the appropriate CEQA document. Staff finds that the scope and budget are reasonable and consistent for this project and requests that City Council approve this contract. Staff and the consultant are also approaching this project in manner such that the Initial Study can be re-used to support subsequent CEQA coverage for zoning amendments needed to implement both the Housing Element and the LUP.

ATTACHMENT:

Resolution for Professional Services Agreement with Rincon Consulting, Inc.

Resolution No. C-2022-____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY
AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT
WITH RINCON CONSULTING, INC. TO PREPARE AN INITIAL STUDY/MITIGATED NEGATIVE
DECLARATION FOR THE 6TH CYCLE HOUSING ELEMENT IN AN AMOUNT OF \$85,017**

WHEREAS, the Rincon Consulting, Inc has provided contract planning services to the City of Half Moon Bay within the past five years; and

WHEREAS, and whereas the City is seeking a qualified consultant with recent experience preparing environmental review documents for Housing Elements, and

WHEREAS, the Community Development had determined that Rincon Consulting, Inc. is qualified and available to conduct the work in a timely manner; and

WHEREAS, Rincon Consulting, Inc. provided a scope of work, budget, and an hourly rate schedule for the needed services; and

WHEREAS, adequate funds are available in the City's FY 2022-23 budget for Planning Contract services subject to a City Council approved mid-year amendment.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Half Moon Bay hereby authorizes the City Manager to execute the Professional Services Agreement with Rincon Consulting, Inc. to prepare an initial study/ mitigated negative declaration for Half Moon Bay's 6th cycle Housing Element at a cost of \$85,017.

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 5th day of April 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

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **April 5, 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 064-162-190, 064-162-180, 064-022-140, AND 056-129-070, HALF MOON BAY**

RECOMMENDATION:

Adopt a resolution authorizing the City Manager to execute a Purchase and Sale Agreement to acquire four parcels located in the West of Railroad area owned by Garrett N. McDonald (San Mateo County APNs 064-162-190, 064-162-180, 064-022-140, and 056-129-070).

FISCAL IMPACT:

The negotiated voluntary purchase price is \$120,000 for all four 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 West of Railroad Planned Development (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 WRR PD area. Public acquisition would allow space for managed retreat of the Coastal Trail as the bluffs erode.

In addition to the McDonald lots, the City has entered into purchase and sale agreements for the voluntary purchase of five lots in the WRR PD area and has filed eminent domain actions to acquire seven other lots. In the future, the City will attempt to negotiate as many lot purchases in the WRR PD area as funding permits.

DISCUSSION:

The Property proposed for acquisition consists of San Mateo County APNs 064-162-190, 064-162-180, 064-022-140, and 056-129-070. The Property is owned by Garrett McDonald, a willing seller, and is located in the WRR PD area, as shown in the maps 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.

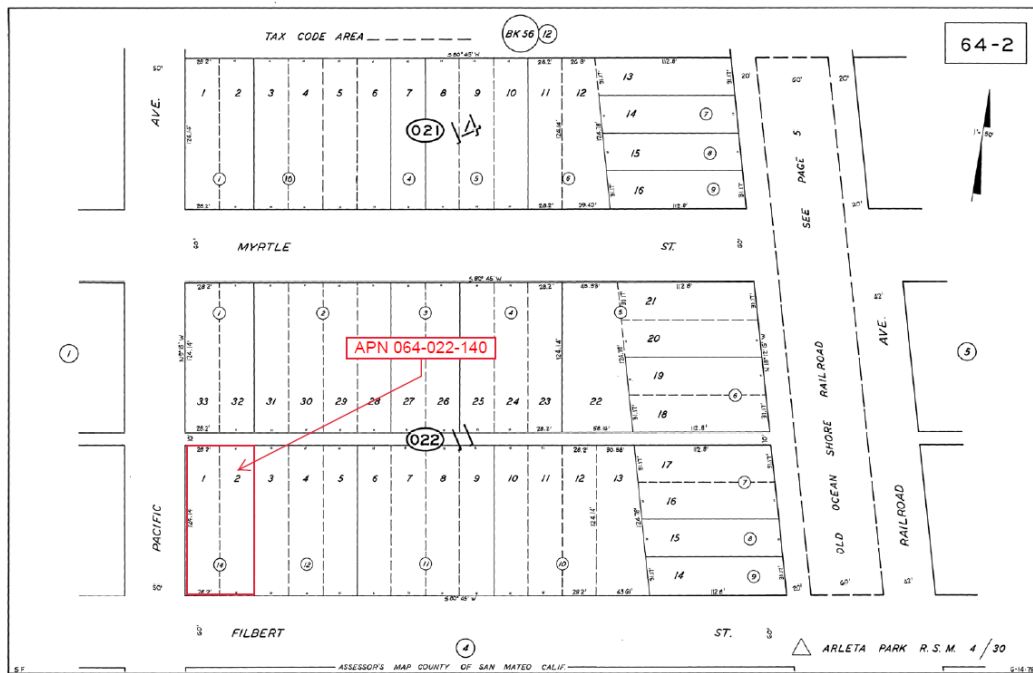
The City's appraiser, Chris Carneghi, appraised the Property as follows:

APN #	Lot Size	Value
056-129-070	12,800	\$60,000
064-022-140	6,944	\$25,000
064-162-180	3,465	\$13,000
064-162-190	3,465	\$13,000
Total	26,674	\$111,000

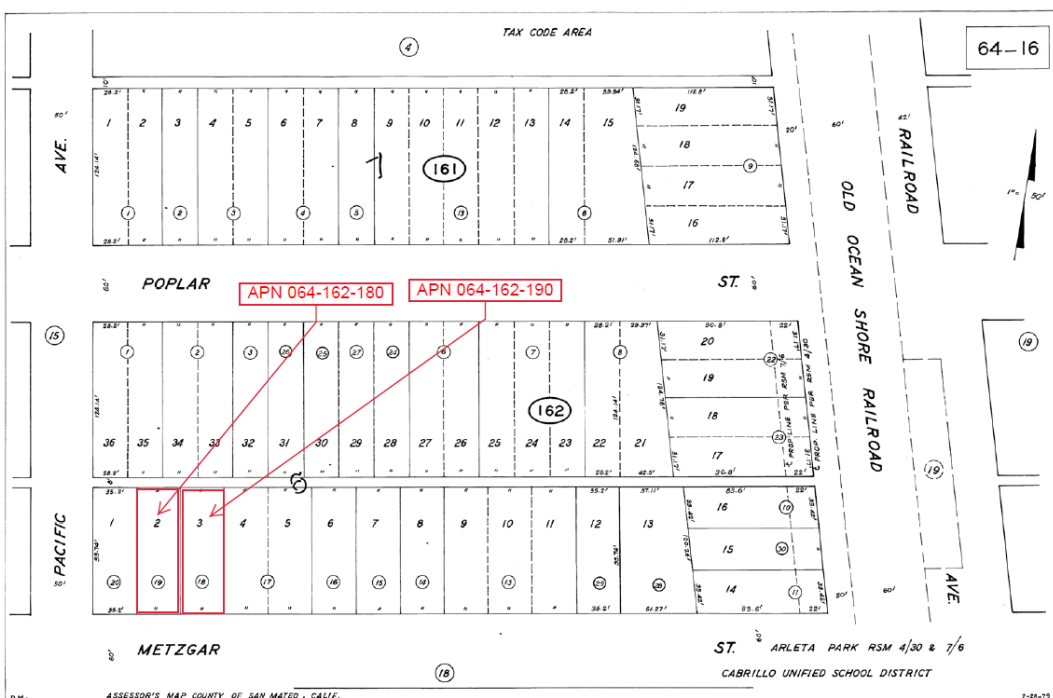
Subject Parcel



Subject Parcel



Subject Parcels



The City negotiated a voluntary purchase price of \$120,000. The four lots are encumbered by deeds of trust securing debts of more than \$1,200,000 (Hiller - \$949,266.65; Ropers Majeski - \$280,000). Staff negotiated an agreement with the beneficiary of the first deed of trust, Hiller, to split the \$120,000, such that Hiller would receive \$80,000 and McDonald would receive \$40,000 and a credit against the debt owed to Hiller.

Staff has negotiated a Purchase and Sale Agreement (PSA) with McDonald, Hiller, and Ropers Majeski providing that the City will pay a total of \$120,000 for fee title to the Property. The deed of trust beneficiaries, Hiller and Ropers Majeski, will give a partial reconveyance of their deeds of trust that will provide the City title free and clear of any encumbrances, and escrow will close within 15 days after the City Council approves the PSA.

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 Garrett McDonald, Eugene Hiller Pension Plan and Transcorp c/f Eugene Hiller IRA, and Ropers, Majeski, Kohn & Bentley for a total of \$120,000.
2. Purchase and Sale Agreement between Garrett McDonald and the City of Half Moon Bay.

1490175.2

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 AGREEMENT WITH GARRETT N. MCDONALD; EUGENE HILLER PENSION PLAN and TRANSCORP C/F EUGENE HILLER IRA (First Deed of Trust Beneficiary); and ROPERS, MAJESKI, KOHN & BENTLEY, a California professional corporation (Second Deed of Trust Beneficiary) TO ACQUIRE SAN MATEO COUNTY APNS 064-162-190, 064-162-180, 064-022-140, and 056-129-070

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 four private parcels known as San Mateo County Assessor's Parcel Numbers 064-162-190, 064-162-180, 064-022-140, and 056-129-070 (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 Mitigation Funds recently became available for retirement of lots in the WRR PD area; 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 several owners to sell their property; and

WHEREAS, the City and Garrett N. McDonald, Eugene Hiller Pension Plan and Transcorp C/F Eugene Hiller IRA (First Deed of Trust Beneficiary); and Ropers, Majeski, Kohn & Bentley (Second Deed of Trust Beneficiary) have negotiated a purchase and sale agreement whereby the City will acquire fee title to APNs 064-162-190, 064-162-180, 064-022-140, and 056-129-070 for \$120,000, the First Deed of Trust Beneficiary will receive \$80,000 of the purchase price, Garrett McDonald will receive \$40,000 of the purchase price, Ropers will not receive any of the proceeds of the sale, and the Deed of Trust Beneficiaries will partially reconvey their deeds of trust, removing those liens from the property; 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 \$120,000, 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 the Purchase and Sale Agreement to acquire the Property for a total of \$120,000, and take all other actions reasonably necessary to effectuate the purchases.

<u>OWNER:</u>	Garrett N. McDonald
<u>DEEDS OF TRUST #1</u>	Eugene Hiller Pension Plan
<u>DEED OF TRUST #2</u>	Ropers, Majeski, Kohn & Bentley
<u>PARCEL NUMBER:</u>	San Mateo County APNs 064-162-190, 064-162-180, 064-022-140, and 056-129-070

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 5th day of April, 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

1490179.2

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

by and between

GARRETT N. MCDONALD,

as Seller

and

CITY OF HALF MOON BAY,

as Buyer

For the purchase and sale of

San Mateo County APNs 064-162-190, 064-162-180, 064-022-140, and 056-129-070

Half Moon Bay, California

March____, 2022

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

(APN: 064-162-190, 064-162-180, 064-022-140, AND 056-129-070, HALF MOON BAY, CALIFORNIA)

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE (this "Agreement"), dated for reference purposes only as March __, 2022, is by and between GARRETT N. MCDONALD ("Seller"); the CITY OF HALF MOON BAY, a municipal corporation formed under the laws of the State of California ("Buyer" or "City"); EUGENE HILLER PENSION PLAN and TRANSCORP C/F EUGENE HILLER IRA ("**First Deed of Trust Beneficiary**"); and ROPERS, MAJESKI, KOHN & BENTLEY, a California professional corporation ("**Second Deed of Trust Beneficiary**"), each of which is a "**Party**" and collectively "**Parties.**"

RECITALS

A. The Property (as defined below) is encumbered by three deeds of trust. A deed of trust was recorded against San Mateo County APNs 064-022-140, and 056-129-070 on May 7, 1987 as Recording Number 87069392 of Official Records of San Mateo County ("**1987 First Deed of Trust**"). Eugene Hiller Pension Plan is the beneficiary of this deed of trust against these parcels. A separate deed of trust was recorded against San Mateo County APNs 064-162-190 and 064-162-180 on November 3, 1988 as Recording Number 88149947 of Official Records of San Mateo County ("**1988 First Deed of Trust**"). Transcorp c/f Eugene Hiller IRA is the beneficiary of this deed of trust against these parcels. Transcorp c/f Eugene Hiller IRA and Eugene Hiller Pension Plan are one and the same entity and are defined above as the First Deed of Trust Beneficiary. A deed of trust was recorded against San Mateo County APNs 064-162-190, 064-162-180, 064-022-140, and 056-129-070 on February 27, 2006 as Recording Number 2006-028299 of Official records of San Mateo County ("**Second Deed of Trust**"). Ropers, Majeski, Kohn & Bentley, a California professional corporation is the beneficiary of this deed of trust and is defined above as the Second Deed of Trust Beneficiary. The Second Deed of Trust is inferior to the 1987 First Deed of Trust and the 1988 First Deed of Trust. Together, the First Deed of Trust Beneficiary and Second Deed of Trust Beneficiary shall be referred to as the "**Deed of Trust Beneficiaries.**"

B. As a condition to the purchase of the Property, Buyer requires title free and clear of all deeds of trust. Through this Agreement, Seller, Buyer, and the Deed of Trust Beneficiaries agree that Seller shall convey the Property to Buyer free and clear of the 1987 and 1988 First Deeds of Trust and the Second Deed of Trust. For the consideration provided in this Agreement, First Deed of Trust Beneficiary and Second Deed of Trust Beneficiary shall reconvey their respective deeds of trust, removing those liens from the Property, at close of escrow.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing recitals which are specifically incorporated into the body of this agreement, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller, Buyer, and the Deed of Trust Beneficiaries 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 San Mateo County APN 064-162-190, 064-162-180, 064-022-140, and 056-129-070 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 warranties 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

2.1 Consideration to Seller

Buyer shall pay to Seller, in cash, the amount of Forty Thousand Dollars and No Cents (\$40,000.00).

2.2 Consideration to First Deed of Trust Beneficiary

Buyer shall pay to First Deed of Trust Beneficiary, in cash, the amount of Eighty Thousand Dollars and No Cents (\$80,000.00).

2.3 No Sale Proceeds to Second Deed of Trust Beneficiary

Second Deed of Trust Beneficiary agrees that it will receive none of the proceeds of the sale.

2.4 Total Consideration

Total consideration for the Property, including the price paid to Seller and First Deed of Trust Beneficiary, is One Hundred and Twenty Thousand Dollars and no Cents (\$120,000) (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 Reconveyance of Deeds of Trust

At the Property Closing (as defined in Section 5.3) First Deed of Trust Beneficiary and Second Deed of Trust Beneficiary shall remove and release their liens from the Property by duly executed and acknowledged partial reconveyances of deeds of trust in the form attached hereto as Exhibit D (the "**Partial Reconveyance Deed**").

3.3 Title Insurance

Delivery of title in accordance with Section 3.1 and Section 3.2 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 1-6, as listed in the preliminary title reports from Chicago Title Company dated February 17, 2021, Order No. 15607897-156-TJK-JJ (APN 064-022-140), 15607895-156-TJK-JJ (APN 064-162-190), and 15607896-156-TJK-JJ (APN 064-162-180); and (iii) exception numbers 1-5, as listed in the preliminary title reports from Chicago Title Company dated February 17, 2021, Order No. 15607898-156-TJK-JJ (APN 056-129-070) .

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 3.3 [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] Deed of Trust Beneficiaries shall have delivered the items described in Section 5.6 below [Deed of Trust Beneficiaries Delivery of Documents] on or before the Property Closing.

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

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), City shall open escrow and deposit an executed counterpart of this Agreement with Title Company. This, Agreement and Escrow Instructions executed by Seller, Buyer, and Deed of Trust Beneficiaries 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 E, 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.

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.

5.6 Deed of Trust Beneficiaries Delivery of Documents

At or before the Property Closing, Deed of Trust Beneficiaries shall deliver into escrow duly executed and acknowledged Partial Reconveyance Deeds.

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 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. Deed of Trust Beneficiaries will not be responsible for any costs of this transfer of real property interests, the escrow, or the Property Closing, other than notary fees for the Partial Reconveyance Deeds.

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 and paid by Seller.

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, 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. A 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
Email: bnisbet@hmbcity.com

and

Catherine Engberg
City Attorney

Shute Mihaly & Weinberger LLP
396 Hayes Street
San Francisco, CA 94102
Phone: (415) 552-7272
engberg@smwlaw.com

Seller:

Garrett N. McDonald
44706 Alexandria Vale
Indio, CA 92201
Phone: (760) 200-5997
Email: garrettnmcdonald@yahoo.com

First Deed of Trust Beneficiary:

Tove Hiller
Eugene Hiller, Inc.
729 Bridgeway
Sausalito, CA 94965
Phone: (415) 342-8494
Email: tove.hiller@gmail.com

and

Mark Devereaux
Devereaux, Kuhner & Co. LLP
50 California Street, Suite 800
San Francisco, CA 94111
Phone: (415) 692-3900
Email: mdevereaux@dkc-llp.com

Second Deed of Trust Beneficiary:

Michael Ioannou
Ropers Majeski PC
50 West San Fernando Street, Suite 1300
San Jose, CA 95113
Phone: (408) 221-4946
Email: michael.ioannou@ropers.com

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 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 the Parties.

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 of Deed of Trust Beneficiaries, their 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 all Parties.

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

SELLER:

GARRETT N. MCDONALD

Garrett N. McDonald

Date: _____

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

Date: _____

FIRST DEED OF TRUST BENEFICIARY: EUGENE HILLER PENSION PLAN and
TRANSCORP C/F EUGENE HILLER IRA

By _____

Print Name: _____

Its: _____

Date _____

SECOND DEED OF TRUST BENEFICIARY: ROPERS, MAJESKI, KOHN & BENTLEY, a
California professional corporation

By _____

Print Name: _____

Its: _____

Date: _____

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 6, as shown on that certain map entitled "AMENDED MAP OF ARLETA PARK, HALF MOON BAY", filed in the Office of the County Recorder of San Mateo County, State of California, on September 17, 1906 in Book "E" of Maps at Page(s) 37, and copied into Book 4 of Maps at Page 30.

APN: 064-162-180

* * * * *

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 2 in Block 6, as shown on that certain map entitled "AMENDED MAP OF ARLETA PARK, HALF MOON BAY", filed in the Office of the County Recorder of San Mateo County, State of California, on September 17, 1906 in Book "E" of Maps at Page(s) 37, and copied into Book 4 of Maps at Page 30.

APN: 064-162-190

* * * * *

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 6 AND 7 in Block 3, 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(s) 39 and copied into Book 3 of Maps at Page 90.

APN: 056-129-070

* * * * *

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 1 and 2 in Block 11, as shown on that certain map entitled "AMENDED MAP OF ARLETA PARK, HALF MOON BAY", filed in the office of the County Recorder of San Mateo County, State of California, on September 17, 1906 in Book E of Maps at page(s) 37 and a copy entered in Book 4 of Maps at Page 30.

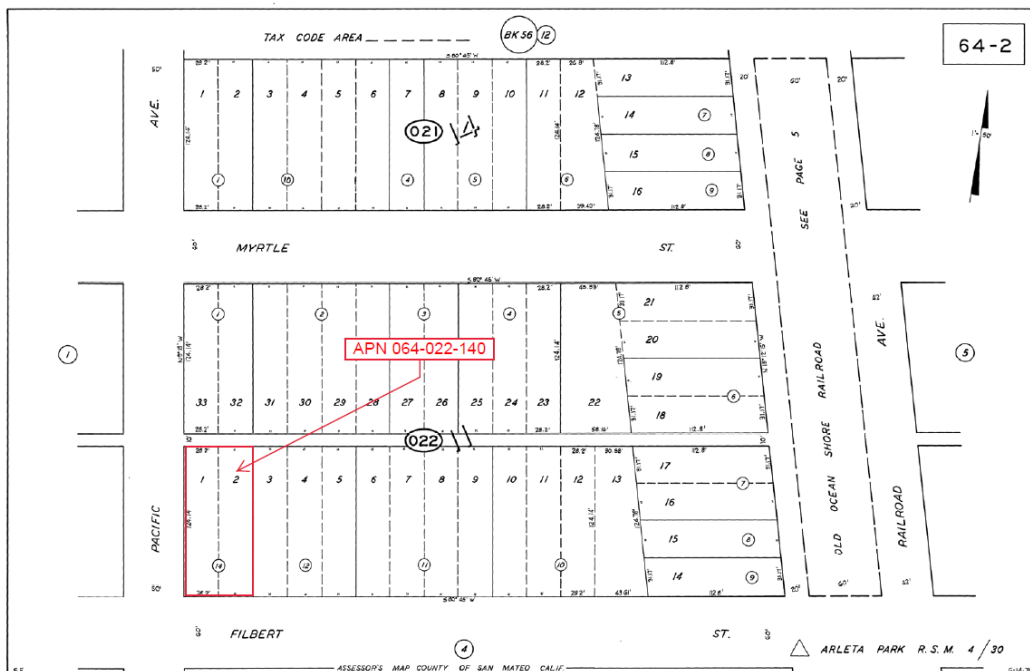
APN: 064-022-140

EXHIBIT B
DIAGRAM OF THE PROPERTY

Subject Parcel



Subject Parcel



Subject Parcels

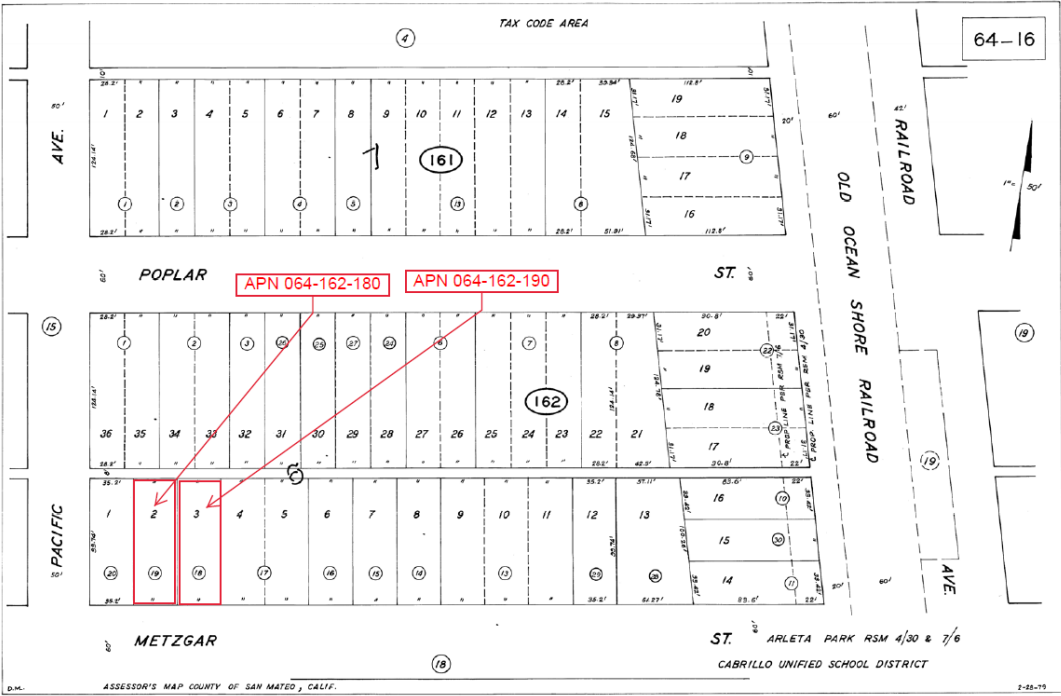


EXHIBIT C
GRANT DEED

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

**No Recording Fee Per
Government Code §6103**

City of Half Moon Bay, California APN 064-162-190, 064-162-180, 064-022-140, and 056-129-070	(Space above this line reserved for Recorder's use only)
--	--

Documentary Transfer tax is \$0. No Document Transfer Tax per R & T Code §11922 -
Governmental agency acquiring title

- () computed on full value of property of property conveyed.
- () computed on full value less value of liens and encumbrances remaining.
- () Unincorporated area: () City of: Half Moon Bay

City transfer tax is \$0

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, GARRETT MCDONALD, an unmarried man ("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 064-162-190, 064-162-180, 064-022-140, and 056-129-070, 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.

IN WITNESS WHEREOF, the Grantor has executed this Grant Deed this _____ day of _____, 2022.

GARRETT N. MCDONALD

Garrett N. McDonald

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 6, as shown on that certain map entitled "AMENDED MAP OF ARLETA PARK, HALF MOON BAY", filed in the Office of the County Recorder of San Mateo County, State of California, on September 17, 1906 in Book "E" of Maps at Page(s) 37, and copied into Book 4 of Maps at Page 30.

APN: 064-162-180

* * * * *

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 2 in Block 6, as shown on that certain map entitled "AMENDED MAP OF ARLETA PARK, HALF MOON BAY", filed in the Office of the County Recorder of San Mateo County, State of California, on September 17, 1906 in Book "E" of Maps at Page(s) 37, and copied into Book 4 of Maps at Page 30.

APN: 064-162-190

* * * * *

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 6 AND 7 in Block 3, 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(s) 39 and copied into Book 3 of Maps at Page 90.

APN: 056-129-070

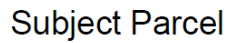
* * * * *

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:

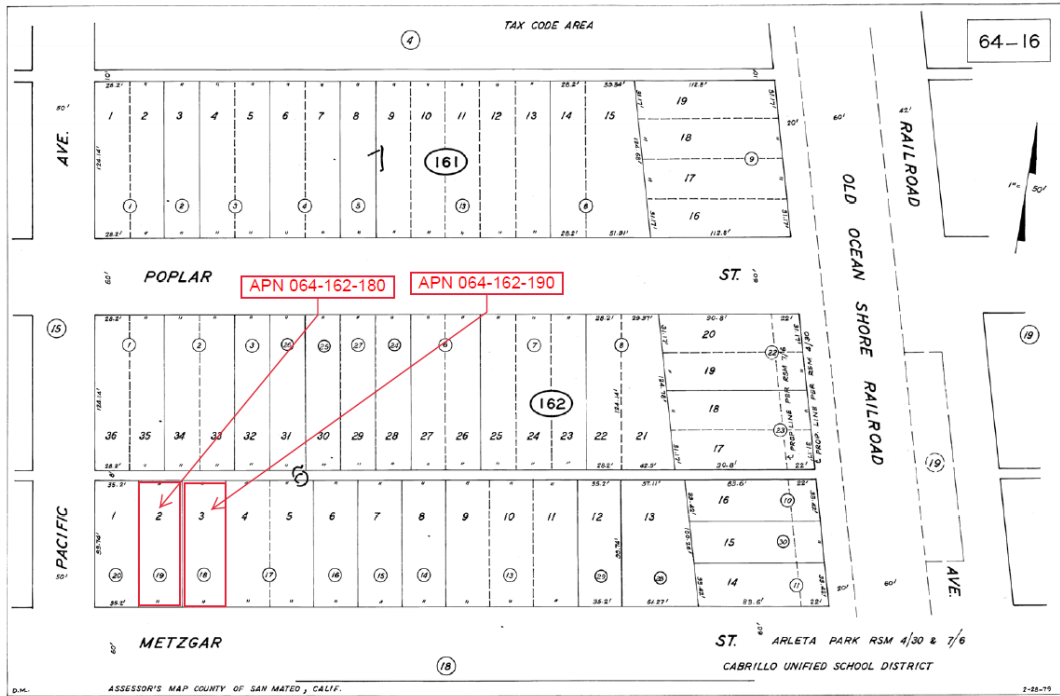
Lots 1 and 2 in Block 11, as shown on that certain map entitled "AMENDED MAP OF ARLETA PARK, HALF MOON BAY", filed in the office of the County Recorder of San Mateo County, State of California, on September 17, 1906 in Book E of Maps at page(s) 37 and a copy entered in Book 4 of Maps at Page 30.

APN: 064-022-140

Subject Parcel



Subject Parcels



State of California
County of Sacramento

On _____, before me, _____, Notary Public,
personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE _____

PLACE NOTARY SEAL ABOVE

EXHIBIT D

PARTIAL RECONVEYANCE DEED

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

**No Recording Fee Per
Government Code 6103**

PARTIAL RECONVEYANCE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

_____, as Trustee, or Successor Trustee, or Substituted Trustee,
under Deed of Trust hereinafter referred to, having received from holder of the obligations thereunder a
written request to reconvey, in accordance with the terms of said Deed of Trust, all estate now held by
said Trustee under said Deed of Trust in and to the hereinafter described property, said holder having
presented said Deed of Trust and note(s) secured thereby for endorsement, said Deed of Trust having
been executed by _____, Trustor, and recorded in the
Official Records of San Mateo County, California, on _____, as Instrument/Series No.
_____, Book/Reel _____, Page/Image _____.

NOW, THEREFORE, In accordance with said request and the provisions of said Deed of Trust,
_____, as Trustee, does hereby RECONVEY, without warranty, to
THE PERSON OR PERSONS LEGALLY ENTITLED THERETO, all estate now held by it thereunder
in and to that property situated in said county, State of California, described as follows:

(see exhibit "A" attached hereto and made a part hereof)

The remaining property described in said Deed of Trust shall continue to be held by said Trustee under
the terms thereof. As provided in said Deed of Trust, this Partial Reconveyance is made without affecting
the personal liability of any person for payment of the indebtedness secured by said Deed of Trust.

Dated _____, 2022

_____, Trustee

By _____

State of California }
County of Sacramento }

On _____, before me, _____, Notary Public,
personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE _____

PLACE NOTARY SEAL ABOVE

Exhibit A
to Exhibit D - Partial Reconveyance Deed

EXHIBIT E

**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: _____, 2022.

On behalf of:

[NAME]

a _____

By: _____
[NAME]

Its: _____

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **April 5, 2022**

TO: Honorable Mayor and City Council

VIA: Bob Nisbet, City Manager

FROM: Jessica Blair, Communications Director / City Clerk

TITLE: **AERIAL TRAM SPEAKER - RUDDOCK**

RECOMMENDATION:

Receive a presentation on a proposed aerial tram from Dr. Peter von Bleichert, at Mayor Ruddock's request.

FISCAL IMPACT:

None associated with this report.

STRATEGIC ELEMENT:

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

DISCUSSION:

Dr. Peter von Bleichert is business professor at College of San Mateo and resident of San Mateo County.

Peter wrote an article for a national engineering magazine on a proposed aerial tram in Half Moon Bay, also summarizing the idea in the San Mateo Daily Journal. Peter will present his idea for an aerial tramway in Half Moon Bay to the council. Presentation sections to include potential alignment, gondolas, stations, funding, revenue generation, and next steps.