



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

TUESDAY, OCTOBER 3, 2023

**HYBRID MEETING (SEE NEXT PAGE)
ADCOCK COMMUNITY CENTER
535 KELLY AVENUE
HALF MOON BAY, CA 94019**

**Deborah Penrose, Mayor
Joaquin Jimenez, Vice Mayor
Robert Brownstone, Councilmember
Harvey Rarback, Councilmember
Debbie Ruddock, 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. Comments on Consent Calendar items should be made during the Public Forum section of the agenda. Those wishing to speak on a Business or Public Hearing matter will be called forward at the appropriate time during that item's 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 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).

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HYBRID MEETING PARTICIPATION PROTOCOLS

*This meeting will be held in-person and via Zoom for public participation. Remote participation is provided as a supplemental way to provide public comment, but this method does not always work. The public is encouraged to attend in person to ensure full participation. Public comments may be made in-person or remotely via Zoom, and interpretation will be available. All Councilmembers and staff will participate in person. During any public comment portions, attendees may use the “raise your hand” feature and will be called upon and unmuted when it is their turn to speak. The meeting will also be streamed on Channel 27, on pacificcoast.tv, and on Facebook at www.facebook.com/cityofhalfmoonbay. Please click to join the webinar: <https://us06web.zoom.us/j/87674804231> or join by phone at 669-900-9128, using Webinar ID 876-7480-4231. If joining by phone, use *9 to raise your hand, *6 to mute and unmute.*

ROLL CALL / PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PROCLAMATIONS AND PRESENTATIONS

HALF MOON BAY LIBRARY ANNUAL REPORT

LIFE MOVES / COASTHOUSE UPDATE PRESENTATION

MAYOR'S ANNOUNCEMENTS OF COMMUNITY ACTIVITIES AND COMMUNITY SERVICE

REPORT OUT FROM RECENT CLOSED SESSION MEETINGS

CITY MANAGER UPDATES TO COUNCIL

555 KELLY AFFORDABLE HOUSING PROJECT UPDATE

NATIONWIDE EMERGENCY ALERT TEST ANNOUNCEMENT

PUBLIC FORUM

1. CONSENT CALENDAR

1.A WAIVE READING OF RESOLUTIONS AND ORDINANCES

1.B APPROVAL OF MINUTES

Staff Recommendation: Approve minutes for the August 15 and September 5, 2023 regular and special meetings.

[ATTACHMENT](#)

1.C APPROVE CITY’S RESPONSE TO THE JULY 10, 2023, GRAND JURY REPORT TITLED “BIKE SAFETY IN SAN MATEO COUNTY: MAKING BICYCLING SAFER IN THE COUNTY”

Staff Recommendation: By motion, authorize the Mayor to sign and submit a letter of response to the July 10, 2023, Grand Jury Report titled “Bike Safety in San Mateo County: Making Bicycling Safer in the County” no later than October 10, 2023.

[STAFF REPORT](#)

[ATTACHMENT](#)

**1.D DENY CLAIM OF CHRISTINE (YANHONE) ZOLLY & THE ESTATE OF Z. LIU & A. ZHAN
C/O BOWLES & VERNA LLP**

Staff Recommendation: Deny the liability claim presented to the City of Half Moon Bay, as recommended by the Pooled Liability Assurance Network Joint Powers Authority (PLAN JPA) and Sedgwick representatives.

[STAFF REPORT](#)

[ATTACHMENT](#)

**1.E PROFESSIONAL SERVICES AGREEMENT WITH WILLIAM DUFF ARCHITECTS, INC. FOR
DELIVERY OF ARCHITECTURAL PROFESSIONAL SERVICES FOR THE OPPORTUNITY CENTER
OF THE COASTSIDE**

Staff Recommendation: Adopt a resolution authorizing the City Manager to execute a professional services agreement with William Duff Architects, Inc., in an amount not to exceed \$75,000, for a term ending September 30, 2024.

[STAFF REPORT](#)

[ATTACHMENT 1](#)

[ATTACHMENT 2](#)

2. ORDINANCES AND PUBLIC HEARINGS

None.

3. RESOLUTIONS AND STAFF REPORTS

3.A TENANT PROTECTIONS PLAN WORKSHOP

Staff Recommendation: Receive a presentation and provide direction regarding the following potential tenant protection policy actions:

1. Rent Control/Stabilization Ordinance
2. Tenant Protection Ordinance and/or Policies Update
3. Mobile Home Space Rental Control Ordinance
4. Code Enforcement Related Relocation Assistance Ordinance

[STAFF REPORT](#)

[ATTACHMENT](#)

3.B AWARD OF CONSTRUCTION CONTRACT FOR EMERGENCY SEYMOUR OUTFALL REPAIRS

Staff Recommendation: Adopt a resolution authorizing the City Manager to execute a construction contract for emergency Seymour Outfall repairs with Cazadoro Construction, Inc. of San Francisco, California in the amount of \$223,215 and approve an additional contingency amount of 10 percent of the contract award amount (\$22,000) for a total emergency fund of \$245,215 for the emergency repair.

[STAFF REPORT](#)

[RESOLUTION](#)

[ATTACHMENT 2](#)

[ATTACHMENT 3](#)

3.C UPDATE ON ZOOM PROTOCOLS DURING PUBLIC MEETINGS

Staff Recommendation: Receive an update on Zoom Protocols and direct staff as necessary.

[STAFF REPORT](#)

COMMISSION / COMMITTEE UPDATES

FOR FUTURE DISCUSSION / POSSIBLE AGENDA ITEMS

CITY COUNCIL REPORTS

ADJOURNMENT



**MINUTES
CITY OF HALF MOON BAY CITY COUNCIL
WEDNESDAY, AUGUST 15, 2023
ADCOCK COMMUNITY/SENIOR CENTER, 535 KELLY AVENUE**

CONVENE SPECIAL MEETING

Mayor Penrose called the special meeting to order at 5:00 p.m.

ROLL CALL

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

OPEN SESSION IDENTIFICATION OF CLOSED SESSION ITEMS

PUBLIC COMMENT ON CLOSED SESSION ITEMS

CLOSED SESSION

CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Govt. Code Section 54956.8)

Property: 637 Main Street, Suites A, B, and C, City of Half Moon Bay

City Negotiators: Matthew Chidester (City Manager) and Catherine Engberg (City Attorney)

Negotiating Parties: David R. Worden, Broker for HM Bay Partners II LLC (potential landlord) Under negotiation: Price and terms of potential lease agreement for Opportunity Center of the Coastside

PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Govt. Code Section 54957) Annual performance evaluation of City Manager Matthew Chidester

CONFERENCE WITH LABOR NEGOTIATOR (Govt. Code Section 54957.6)

Conference with the City's designated representative, Catherine Engberg, City Attorney, to provide instructions regarding negotiations related to the unrepresented City Manager, Matthew Chidester

ADJOURNMENT

Mayor Penrose adjourned the meeting at 6:55 p.m.

Respectfully Submitted:

Approved:

Jessica Blair, City Clerk

Deborah Penrose, Mayor



**MINUTES
CITY OF HALF MOON BAY CITY COUNCIL
TUESDAY, AUGUST 15, 2023
ADCOCK COMMUNITY/SENIOR CENTER, 535 KELLY AVENUE**

CALL TO ORDER / ROLL CALL

Mayor Penrose called the meeting to order at 7:03 p.m. and led the Pledge of Allegiance.

ROLL CALL

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

APPROVAL OF AGENDA

MOTION

Councilmember Rarback moved and Councilmember Ruddock seconded a motion to approve the Agenda. The motion carried unanimously.

PROCLAMATIONS AND PRESENTATIONS

MIDCOAST COMMUNITY COUNCIL UPDATE

This item was deferred.

MAYOR'S ANNOUNCEMENTS OF COMMUNITY ACTIVITIES AND COMMUNITY SERVICE

Mayor Penrose announced Movie Night at the Library on August 17 and the Rotary Club's Annual Lobsterfest on October 19, 2023.

REPORT OUT FROM RECENT CLOSED SESSION MEETINGS

City Attorney Engberg announced that Council met in Closed Session with no reportable action taken.

CITY MANAGER UPDATES TO COUNCIL

DOWNTOWN STREETSCAPES PROJECT UPDATE

Economic and Community Vitality Manager Decker introduced the Downtown Streetscapes Master Plan Project including project goals, schedule, and upcoming community engagement.

NATIONAL NIGHT OUT RECAP

Assistant City Manager Dougherty discussed the successful National Night Out on August 1, 2023.

FATS, OILS, GREASES, AND SAND (FOGS) ORDINANCE WORKSHOP ANNOUNCEMENT

Public Works Director Bozorginia discussed the upcoming FOGS update.

PEDAL FOR A PURPOSE PROJECT LAUNCH ANNOUNCEMENT

Assistant City Clerk Rodriguez announced the Pedal for a Purpose Project grant opportunity and responded to Council questions.

2023 FUTURE LEADERS CIVICS ACADEMY

Communications Program Manager Lettire discussed the return of the Future Leaders Academy and opportunity to apply.

SHORT-TERM RENTAL ORDINANCE UPDATE

Assistant Planner Wilson announced that the Coastal Commission had approved the City's short-term rental and home occupation ordinance.

880 STONE PINE HOUSING PROJECT MEETING ANNOUNCEMENT

Assistant City Manager Dougherty announced the meeting on August 17, at 6:30 p.m., for review of conceptual plan prepared by San Mateo County and responded to Council questions.

PUBLIC FORUM

The following individuals addressed the Council:

- Jaime Vasquez
- Bruce Eldridge
- Anne Ryckebush
- Rocia Avila
- Mark Nassarra
- Carolina Carbagal
- Shauna Pickett-Gordon

1. CONSENT CALENDAR

The Consent Calendar consisted of followings items:

- 1.A WAIVE READING OF RESOLUTIONS AND ORDINANCES**
- 1.B RECEIPT OF LEGISLATIVE POSITION LETTERS**
- 1.C WARRANTS FOR THE MONTH OF JULY 2023**
- 1.D TREASURER'S REPORT FOR THE QUARTER ENDING JUNE 30, 2023**
- 1.F CITIZEN'S OPTION FOR PUBLIC SAFETY (COPS) GRANT PROGRAM FY 2023-24**
- 1.G PROFESSIONAL SERVICES AGREEMENT WITH WOOD CONSULTING SERVICES**
- 1.H CITY'S RESPONSE TO THE JUNE 12, 2023 GRAND JURY REPORT TITLED "ACCESSORY DWELLING UNITS: AFFORDABLE HOUSING'S PANACEA OR PREVARICATION?"**

MOTION

Councilmember Brownstone moved and Councilmember Ruddock seconded a motion to approve the Consent Calendar, with the exception of Item 1.E. The motion carried unanimously.

The following item was pulled from the Consent Calendar for individual consideration:

1.E PROFESSIONAL SERVICES AGREEMENT WITH NICHOLS CONSULTING ENGINEERS FOR EMERGENCY REPAIRS OF SEYMOUR DITCH OUTFALL

Councilmember Rarback discussed the temporary solution and need to identify a permanent solution for the broader drainage, erosion and infrastructure issues in the area.

Councilmember Ruddock concurred with the need for a watershed approach and discussed efforts to develop an upper watershed project for the Seymour Channel.

MOTION

Councilmember Brownstone moved and Councilmember Rarback seconded a motion to adopt a resolution authorizing the City Manager to execute a Professional Services Agreement with Nichols Consulting Engineers for emergency repairs of the Seymour Ditch outfall. The motion carried unanimously.

2. ORDINANCES AND PUBLIC HEARINGS

None.

3. RESOLUTIONS AND STAFF REPORTS

3.A ANNUAL REPORT ON LAW ENFORCEMENT SERVICES AND ACTIVITIES

City Manager Chidester introduced Assistant Sherriff Ryan Monaghan and Captain Rebecca Albin who presented the Annual Report.

The Council asked questions of staff and discussed the item.

The following individual addressed the Council:

- Bruce Eldridge

RECESS

Mayor Penrose called a recess at 9:34 p.m. The meeting reconvened at 9:40 p.m. with all Councilmembers present.

3.A ANNUAL REPORT ON LAW ENFORCEMENT SERVICES AND ACTIVITIES (Continued)

MOTION

Councilmember Brownstone moved and Councilmember Ruddock seconded a motion to accept the FY 2022-23 Annual Report on Law Enforcement Services and Activities. The motion carried unanimously.

3.B FARMWORKER MEMORIAL AND REMEMBRANCE ADVISORY COMMITTEE

Community Services Analyst Acosta presented the staff report.

The Council discussed the item and asked questions of staff.

3.C CLIMATE ADAPTATION PLAN CONTRACT AWARD

Public Works and Sustainability Program Manager Vostinak presented the staff report.

The Council discussed the item.

MOTION

Councilmember Brownstone moved and Councilmember Rarback seconded a motion to adopt a resolution authorizing the City Manager to execute a professional services agreement with Integral Consulting, Inc. to develop a Climate Adaptation Plan in an amount not to exceed \$200,000. The motion carried unanimously.

3.D UPDATE AND DISCUSSION OF CHAPTER 3.300 (MINIMUM WAGE) IN THE HALF MOON BAY MUNICIPAL CODE

City Manager Chidester presented the staff report.

The Council discussed the item and suggested starting consideration of minimum wage at \$19 per hour and involving landlords and business owners.

FOR FUTURE DISCUSSION / POSSIBLE AGENDA ITEMS

Councilmember Rarback reported on the taskforce meeting he attended on medical facilities on the coast.

Mayor Penrose requested support to write a letter to support Governor Newsom's call for an amendment to the Constitution to increase gun safety and decrease violence. The Council discussed the item and did not support adding the matter to the agenda.

CITY COUNCIL REPORTS

None.

ADJOURNMENT

Mayor Penrose adjourned the meeting at 10:29 p.m.

Respectfully Submitted:

Approved:

Jessica Blair, City Clerk

Deborah Penrose, Mayor



MINUTES
CITY OF HALF MOON BAY CITY COUNCIL SPECIAL MEETING
TUESDAY, SEPTEMBER 5, 2023
ADCOCK COMMUNITY/SENIOR CENTER, 535 KELLY AVENUE

CONVENE SPECIAL MEETING

Mayor Penrose called the meeting to order at 6:00 p.m.

ROLL CALL

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

1.A DOWNTOWN STREETScape MASTER PLAN – PROJECT KICKOFF

Economic and Community Vitality Manager Decker and Cindy Zerger, Toole Design, presented the staff report.

The following individual addressed the Council:

- Margaret Gossett

The Council provided input on the project.

ADJOURNMENT

Mayor Penrose adjourned the meeting at 7:01 p.m.

Respectfully Submitted:

Approved:

Jessica Blair, City Clerk

Deborah Penrose, Mayor



**MINUTES
CITY OF HALF MOON BAY CITY COUNCIL
TUESDAY, SEPTEMBER 5, 2023
ADCOCK COMMUNITY/SENIOR CENTER, 535 KELLY AVENUE**

CALL TO ORDER / ROLL CALL

Mayor Penrose called the meeting to order at 7:11 p.m. and led the Pledge of Allegiance.

ROLL CALL

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

APPROVAL OF AGENDA

MOTION

Councilmember Brownstone moved and Councilmember Rarback seconded a motion to approve the Agenda with the Midpeninsula Regional Open Space District Presentation deferred. The motion carried unanimously.

PUBLIC FORUM

The following individuals addressed the Council:

- Rocio Avila
- Bill Helvin
- Joanne Rokosky
- Shauna Pickett-Gordon

PROCLAMATIONS AND PRESENTATIONS

SUICIDE PREVENTION MONTH PROCLAMATION

Mayor Penrose read and presented the proclamation declaring September as Suicide Prevention Month.

Mike Okana, El Centro De Libertad (Cares Program), discussed services for interventions.

RECOVERY HAPPENS MONTH PROCLAMATION

Mayor Penrose read and presented the proclamation declaring September as National Recovery Month.

Sara Fields and Andres, from Life Moves, discussed their services.

MIDPENINSULA REGIONAL OPEN SPACE DISTRICT PRESENTATION

This item was deferred upon approval of the agenda.

MAYOR'S ANNOUNCEMENTS OF COMMUNITY ACTIVITIES AND COMMUNITY SERVICE

Mayor Penrose announced the Fish Tails History on Fishing on September 6, at 7 pm; Maui Strong event on September 8, at 7 pm; Taste of the Coast on September 10, at 4 pm; and upcoming Downtown Planned Community input meetings.

REPORT OUT FROM RECENT CLOSED SESSION MEETINGS

City Attorney Engberg announced that the Council met in Closed Session and took no reportable action.

CITY MANAGER UPDATES TO COUNCIL

Public Works Superintendent Seeley presented the Mac Dutra Restroom renovations and life buoy installation.

1. CONSENT CALENDAR

The Consent Calendar consisted of followings items:

- 1.A WAIVE READING OF RESOLUTIONS AND ORDINANCES**
- 1.B APPROVAL OF MINUTES**
- 1.C MAYOR'S AMENDED LIST OF CITY COUNCIL REPRESENTATIVES AND DESIGNATED ASSIGNMENTS FOR 2023**
- 1.D RESOLUTION IN OPPOSITION TO OFFSHORE DRILLING ACTIVITIES AND EXPANSION OF OFFSHORE DRILLING IN THE PACIFIC OCEAN**
- 1.E FINAL ACCEPTANCE OF THE 2023 STREET MAINTENANCE PROJECT (CIP NO. 0514)**
- 1.F ADOPTION OF ADDITIONAL FINDINGS TO JUSTIFY LOCAL MODIFICATIONS TO THE 2022 CALIFORNIA BUILDING STANDARDS CODE**
- 1.G SIDE LETTER BETWEEN THE CITY OF HALF MOON BAY AND THE REPRESENTED MANAGEMENT TEAM TO ADD A CLASSIFICATION AND SPECIALIZED LICENSE PAY TO MEMORANDUM OF UNDERSTANDING**

MOTION

Councilmember Brownstone moved and Councilmember Rarback seconded a motion to approve the Consent Calendar. The motion carried unanimously.

2. ORDINANCES AND PUBLIC HEARINGS

None.

3. RESOLUTIONS AND STAFF REPORTS

3.A PARTNERSHIP AGREEMENT WITH MIDPENINSULA REGIONAL OPEN SPACE DISTRICT

Assistant City Manager Doughty presented the staff report background, agreement overview, and financial commitment.

The Council asked questions of staff and discussed the item.

MOTION

Councilmember Brownstone moved and Councilmember Rarback seconded a motion to adopt a resolution authorizing the City Manager to execute a Partnership Agreement (Exhibit A to the Resolution) with Midpeninsula Regional Open Space District affirming general terms and processes for partnership on the planning, design, environmental review and permitting at the Johnston House/Train Depot Site. The question was called and the motion carried unanimously.

3.B OPPORTUNITY CENTER OF THE COASTSIDE-LEASE AGREEMENT FOR 637 MAINT STREET

Economic and Community Vitality Manager Decker presented the staff report.

The Council asked questions of staff and discussed the item.

MOTION

Councilmember Brownstone moved and Councilmember Rarback seconded a motion to adopt a resolution authorizing the City Manager to: 1) Execute a Lease Agreement for approximately 3,900 square feet of commercial space located on the first floor of 637 Main Street (Suites A, B and C) effective October 1, 2023, at an initial monthly rate of \$11,000, for a term of two years, with the option to extend for an additional three years, to serve as the physical site and support operations of the Opportunity Center of the Coastsides (OCC); and 2) Execute a sublease with the Half Moon Bay Chamber of Commerce and Visitors Authority for a portion of the premises to be determined at the same rate per square foot and terms as the Lease Agreement. The question was called and the motion carried unanimously.

3.C FUNDING AND CONTRACT APPROVAL FOR THE POPLAR STREET TRAFFIC CALMING AND SAFETY PROJECT – PHASE 1 (CIP PROJECT NO. 593)

Public Works Director Bozorginia presented the staff report including background, project scope, deferred street agreement, construction contract award, funding breakdown, tentative construction timing, and recommendation.

The Council asked questions of staff and discussed the item.

The following individual addressed the Council:

- Amy

MOTION

Councilmember Brownstone moved and Vice Mayor Jimenez seconded a motion to adopt two resolutions which would: 1) Authorize staff to proceed with requesting cost sharing participation by properties under Option 2 having a deferred street agreement adjacent to the project site of Poplar Street between Main Street and Highway 1 including future cost sharing for undeveloped lots. The question was called and the motion carried unanimously.

MOTION

Councilmember Ruddock moved and Councilmember Brownstone seconded a motion to adopt a resolution to authorize the City Manager to award and execute a construction contract to the lowest responsive and responsible bidder, Half Moon Bay Grading and Paving, Inc., of Half Moon Bay, California in the amount of \$1,445,35.87, and approve the construction contingency not exceeding an amount of \$216,804.88 (15%) for the Poplar Street Traffic Calming and Safety Project – Phase 1 (CIP Project No. 593). The question was called and the motion carried unanimously.

3.D SAM OPERATIONS AND MAINTENANCE BUDGET AMENDMENT REQUEST – PRINCETON PUMP STATION CAPITAL REPLACEMENT PROJECT

Public Works Director Bozorginia presented the staff report.

The following individuals addressed the Council:

- Jeremy Jungreis
- Kishen Prathivadi

The Council asked questions of staff and discussed the item.

MOTION

Councilmember Brownstone moved and Vice Mayor Jimenez seconded a motion to adopt a resolution deferring the requested budget augmentation increasing the prior approved IPS

project (Princeton Pump Station Capital Replacement) pending a renewed stipulation to pay under protest or final resolution in the court action. The question was called and the motion carried unanimously.

COMMISSION / COMMITTEE UPDATES

Assistant City Manager Doughty provided a summary of the recent Parks and Recreation Commission meeting.

Community Development Director Ekas summarized the recent Planning Commission meeting actions and upcoming meeting items.

CITY COUNCIL REPORTS

Councilmember Ruddock discussed the recent Sewer Authority Meeting.

FOR FUTURE DISCUSSION / POSSIBLE AGENDA ITEMS

None.

ADJOURNMENT

Mayor Penrose adjourned the meeting at 9:10 p.m. in honor of Bob Senz and Bo Bobko.

Respectfully Submitted:

Approved:

Jessica Blair, City Clerk

Deborah Penrose, Mayor

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **October 3, 2023**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: Maz Bozorginia, Public Works Director/City Engineer

TITLE: **APPROVE CITY'S RESPONSE TO THE JULY 10, 2023, GRAND JURY REPORT TITLED "BIKE SAFETY IN SAN MATEO COUNTY: MAKING BICYCLING SAFER IN THE COUNTY"**

RECOMMENDATION:

By motion, authorize the Mayor to sign and submit a letter of response to the July 10, 2023, Grand Jury Report titled "Bike Safety in San Mateo County: Making Bicycling Safer in the County" no later than October 10, 2023.

FISCAL IMPACT:

There is no fiscal impact associated with responding to the Grand Jury Report.

STRATEGIC ELEMENT:

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

BACKGROUND:

The San Mateo County Grand Jury issued a report on July 10, 2023, focused on bicycle safety in San Mateo County. The Grand Jury Report identifies concerns about local jurisdictions being positioned to respond to safety concerns as bicycle riding has become a more meaningful form of transportation, especially with the popularization of eBikes. The report can be found here: <https://www.half-moon-bay.ca.us/DocumentCenter/View/6144/Bike-Safety-in-SMC-Civil-Grand-Jury-Report---FINAL>

DISCUSSION:

As required by the San Mateo County Civil Grand Jury each city within the County, including Half Moon Bay, must respond to the Findings and Recommendations in the Report by October 10, 2023.

The Report makes recommendations as researched and evaluated by the Grand Jury. Many of the recommendations are relevant to the region and will require a process evaluation by the

Sheriff's Office. The detailed responses, provided in the draft letter in Attachment 1, provide further explanation on the City's current practices, ways to improve and work with other local jurisdictions to make bicycling safer in the City and Countywide.

ATTACHMENT:

Draft Response Letter to San Mateo County Grand Jury

October 3, 2023

Honorable Nancy L. Fineman
Judge of the Superior Court
c/o Bianca Fasuescu
Hall of Justice
400 County Center; 2nd Floor
Redwood City, CA 94063-1655

Subject: Response of the City of Half Moon Bay to the San Mateo County Civil Grand Jury Report “Bike Safety in San Mateo County: Making Bicycling Safer in the County”

Dear Judge Fineman,

Thank you for the opportunity to respond to the Grand Jury report entitled “Bike Safety in San Mateo County: Making Bicycling Safer in the County”. The City of Half Moon Bay’s response to the findings and recommendations of the report are listed below.

Response to Findings:

F1. Bicycle policy and the approach to ensuring/improving bicycle safety is not consistent across San Mateo County due, at least in part, to:

- a. Topography**
- b. Urban vs. suburban environments**
- c. Types of bicyclists (commuter, recreational)**
- d. Varying levels of enforcement of bicycle laws**
- e. Differing knowledge of bicycle laws and safe practices.**

Response: Agree. Half Moon Bay has both commuters and recreational users, with a large number of tourists during peak seasons. The consistency of the types of users (especially e-bikes) as well as enforcement bandwidth continues to be an issue. The City of Half Moon Bay contracts for law enforcement services with the County Sheriff. With limited resources, the Sheriff’s Office has had difficulties enforcing in remote locations such as the California Coastal Trail.

F2. Bicycle ridership as an alternative means of transportation (e.g., commuting to work, school, or transit hubs, running errands) is not increasing due, at least in part, to perceived safety issues.

Response: Agree. For clarity, the City of Half Moon Bay's residents also have concerns about the lack of contiguous bicycle infrastructure. As mentioned in the report, the City of Half Moon Bay is dominated by Highways 1 and 92, which have many challenging safety concerns as well as a lack of contiguous infrastructure. The City is working on a number of multi-modal projects, along with Caltrans, including the buildout of facilities along Highway 1 to provide a network that meets the needs of the community. The City continues to work with the San Mateo County Transit Authority (SMCTA) and the City/County Association of Governments (C/CAG) to identify funding sources in order to complete the network needed to ensure safe multi-modal use.

F3. Bicycle accidents and incidents (such as near misses) are underreported, if reported at all.

Response: Agree. The incidents that are reported are generally when an accident has occurred with a significant injury. Outside of those incidents, a few inquiries have been submitted to the City's Public Works Department. Those inquiries are generally regarding new improvements and are reviewed during development of the City's Capital Improvement Program. Enforcement-related concerns are reported to the Sheriff's Office.

F4. Only bicycle accidents or incidents that trigger a 911 call are consistently logged in the State (SWITRS) database and law enforcement agencies do not log bicycle accident data consistently.

Response: Agree. Incidents that are logged in the SWITRS database are generally more serious accidents that come with medical assistance needs and therefore are triggered by a 911 call. The City of Half Moon Bay has a separate form for the public to report traffic related issues of all kinds and can be found here:
<https://www.half-moon-bay.ca.us/formcenter/public-works-10/tell-us-about-traffic-issues-in-your-nei-48>

F5. The amount of enforcement of laws, as they pertain to bicyclists and how motorists and bicyclists interact, is inconsistent due to other priorities (e.g., criminal enforcement and general automobile traffic) and the requirement that a citation can generally only be written if the violation is witnessed by an officer.

Response: Partially disagree. Generally, citations are written when the violation is witnessed by an officer, however it is more an issue of resources. Safety is a major priority, including traffic safety, but when resources are stretched thin it is challenging for law enforcement to follow-up on every complaint, which is why you see enforcement in cases that are more serious. That would be consistent with any law violation, when resources are thin, the higher the severity of the situation will be the higher priority.

F6. There is no official metric in San Mateo County and its cities to evaluate how safe it is to ride a bicycle.

Response: Partially disagree. Although there is no official metric, as identified in the first finding of this report, there are inconsistencies across San Mateo County that are specific to each jurisdiction. For example, Half Moon Bay, as referenced in the report, is split by major highways 1 and 92. As such, one of the major factors for bike use and safety is the lack of connections along long stretches of these high-speed transportation networks. The City of Half Moon Bay has been working to address these gaps through the adopted Capital Improvement Program (CIP), with multi-modal facilities planned to connect users from the southern city limits

and up to the unincorporated San Mateo County line to the north. These projects take a considerable amount of funding and resources and as such it has taken years to complete major segments and connections.

F7. Bicycle safety education, for the bicyclist, pedestrians and motorists, is not consistently offered across San Mateo County.

Response: Agree. It would be appropriate for a consistent safety education program across the County. An organization with reach to the different jurisdictions, such as the City/County Association of Governments, County Health, and others could be a great resource when it comes to development of a comprehensive and consistent safety education plan for San Mateo County jurisdictions.

F8. Communication between various entities with responsibility for bicycle safety, including Bicycle and Pedestrian Advisory Committees (BPACs), Law Enforcement, City Transportation Planning, and Public Works departments, is not formalized, resulting in inefficiencies, and missed opportunities (e.g., funding for improvements, shared bike safety education, or improving signage).

Response: Partially disagree. There are often opportunities to work with other agencies to complete improvements and connections. The City of Half Moon Bay and San Mateo County worked closely on a segment of trail on the east side of Highway 1. The County just completed construction of a multi-modal path that ends at the northern city limit. The City is close behind with a project that will connect the new county multi-model trail to an existing trail about a mile south along Highway 1. The two agencies worked closely to plan the improvements and secure funding through government grant programs.

F9. City Bicycle and Pedestrian Master Plans or Active Transportation Plans, have not been adopted/created by all SMC cities.

Response: Partially Disagree. The City of Half Moon Bay completed a Bicycle and Pedestrian Master Plan in 2019 which included the formation of an Advisory Committee to help develop the master plan and continues to meet regularly (every other month). The recommendation, master plan, guidelines and environmental documents created through this effort are available here: <https://www.half-moon-bay.ca.us/640/Bicycle-Pedestrian-Master-Plan>

Response to Recommendations:

R1. By December 2023, all law enforcement agencies and the County Sheriff should submit bicycle related data to SWITRS monthly, and regularly post and update their websites with all reported bicycle accident data.

Response: The recommendation requires further analysis. The City of Half Moon Bay contracts law enforcement services with the County Sheriff's Office. Most recently, costs for Sheriff's services have increased significantly. Additional analysis is required to determine if it is feasible to meet this goal by December 2023. If the information becomes available, it certainly will help City staff to review safety concerns and incorporate that information into future capital projects and programs.

R2. By December 2023, all law enforcement agencies should begin sending warning letters to motorists for violations of the 3 ft. law.

Response: The recommendation requires further analysis. Since the City contracts with the County Sheriff's Office, the ability to send warning letters and how soon that process can be established will require an agency shift on response. The City welcomes this effort to educate motorists through warning letters and other educational opportunities.

R3. By June 3, 2024, all law enforcement agencies should provide a means for citizens to report bicycle-related incidents that are not currently reported to law enforcement, similar to the SMC Sheriff's Department Online Crime Reporting portal.

Response: The recommendation has not been implemented but will be implemented by the target deadline. The City will work with the County Sheriff's Office to try to integrate a similar online portal. The City has a law enforcement webpage that identifies the Sheriff's law enforcement roll and can either create a City specific reporting or utilize a regional tool depending on the Sheriff's rollout on this effort.

R4. By June 3, 2024 each city, town, and unincorporated SMC should offer a bike safety education program for riders and motorists about the laws and safety facts related to bicycles on the road.

Response: This recommendation has been implemented. The City has held safety fairs and has offered bicycle safety education throughout those and other various events. If a regionally-consistent safety education program becomes available, that could be utilized in future educational opportunities.

R5. By June 3, 2024, each city, town, and unincorporated SMC should update or generate a new Bicycle and Pedestrian Master Plan (or Active Transportation Plan) if their current plan is older than five years; consistent with the 2021 C/CAG San Mateo County Comprehensive Bicycle and Pedestrian Plan.

Response: The recommendation has been implemented as the City's Bicycle and Pedestrian Master Plan will be 5 years old as of June 3, 2024. The City will plan on an update to the plan afterwards and will utilize information from the 2021 C/CAG County-wide comprehensive program as well as other updated information and best practices.

R6. By June 3, 2024, each city, town, and the county should apply (or reapply) online to generate the Bicycle Friendly Community Report Card.

Response: The recommendation has not been implemented but will be implemented by the target deadline. The City will apply to generate the Bicycle Friendly Community Report Card.

R7. By February 1, 2024, the County should meet with cities within the County that are willing to participate, to consider establishing a regional effort that integrates the cities' bicycle plans and to discuss how the cities and County could work together to apply for grant opportunities as a region.

Response: This recommendation has been implemented as the City participates in the City/County Association of Governments Congestion Management Program Technical Advisory Committee. The regional focus has been shifting to multi-modal improvements as a means to address air quality and congestion issues. This forum is a great opportunity to further improve consistency across the county without creating additional working groups or committees.

This response was approved by the Half Moon Bay City Council at a public meeting on October 3, 2023.

Sincerely,

Deborah Penrose, Mayor
City of Half Moon Bay

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: October 3, 2023

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: Lisa Lopez Rossi, Administrative Service Director/ Risk Manager

TITLE: **DENY CLAIM OF CHRISTINE (YANHONE) ZOLLY & THE ESTATE OF Z. LIU & A. ZHAN C/O BOWLES & VERA LLP**

RECOMMENDATION:

Deny the attached liability claim presented to the City of Half Moon Bay, as recommended by the Pooled Liability Assurance Network Joint Powers Authority (PLAN JPA) and Sedgwick representatives.

FISCAL IMPACT:

There is no fiscal impact associated with this report.

STRATEGIC ELEMENT:

This action supports the Fiscal Sustainability Element of the Strategic Plan.

BACKGROUND:

The City of Half Moon Bay is a member of Pooled Liability Network Joint Powers Authority (PLAN JPA) originally created by ABAG PLAN Corporation. The PLAN is responsible for processing the City's claims under its risk management and insurance services program. PLAN JPA is currently administered by Sedgwick staff under the direction of a Board of Directors that consists of one staff representative and one alternate from each of the 28-member local government Bay Area agencies.

Ms. Zolly and the Estate filed a claim against the City of Half Moon Bay for death of her parents in the January 2023 shooting which took place at Terra Garden Farms. The claim alleges that the City was aware of the dangerous living conditions at the farm and is therefore responsible for the death of her parents, Aixiang Zhang and Zhishen Liu. In addition, the claim states that the above-mentioned victims died as a result of Housing Enforcement not acting on their living conditions.

The claim was received by the City on July 10, 2023, and submitted to Sedgwick for review and investigation. Sedgwick issued a status report on September 19, 2023, recommending formal

rejection of the claim. The basis for the rejection is that the City is not liable for the criminal acts of the third party, and further cannot be held liable for the alleged dangerous condition.

The Council's rejection of this claim does not prohibit City staff or the staff of Sedgwick from continuing to work with the claimant to resolve the dispute.

ATTACHMENTS:

1. Claim Form



CITY OF HALF MOON BAY

501 Main Street
Half Moon Bay, CA 94019
(650) 758-2034

Liability Claim Form

COMPLETE THE FOLLOWING, ADDING ADDITIONAL SHEETS AS NECESSARY.

1. CLAIMANT'S NAME (Print): Christine (Yanhong) Zolly & the Estate of Z. Liu & A. Zhang, c/o Bowles & Verna LLP
2. CLAIMANT'S ADDRESS: 2121 N. California Blvd., Ste. 875, Walnut Creek, CA 94596
(Street or P.O. Box Number - City - State - Zip Code)
HOME PHONE: _____ WORK PHONE: 925-935-3300
3. AMOUNT OF CLAIM \$10,000,000.00 (Attach Copies of bills/estimates)

IF AMOUNT CLAIMED IS MORE THAN \$10,000 INDICATE WHERE JURISDICTION RESTS:

Limited Civil Case ☐
Unlimited Civil Case ☒

4. ADDRESS TO WHICH NOTICES ARE TO BE SENT, IF DIFFERENT FROM LINES 1 AND 2 (PRINT):

(Name)

(Street or P.O. Box Number)

(City - State - Zip Code)

5. DATE OF INCIDENT: 1/23/2023 TIME OF INCIDENT: _____
LOCATION OF INCIDENT: 12761 CA-92, Half Moon Bay, CA 94019
6. DESCRIBE THE INCIDENT OR ACCIDENT INCLUDING YOUR REASON FOR BELIEVING THAT THE CITY IS
LIABLE FOR YOUR DAMAGES: Please see the attached document for this information.

7. DESCRIBE ALL DAMAGES WHICH YOU BELIEVE YOU HAVE INCURRED AS RESULT OF THE INCIDENT:

Please see the attached document for this information.

8. NAMES(S) OF PUBLIC EMPLOYEE(S) CAUSING THE DAMAGES YOU ARE CLAIMING: Please see the attached.

Yan Hong Zolly
Signature of Claimant

06/26/2023
Date

Any person who, with intent to defraud, presents any false or fraudulent claim may be punished by imprisonment or fine or both.

Note: You must file a claim in compliance with Government Code Section 911.2.

Return form address Finance Department 507B Purissima St. Half Moon Bay CA 94019

#6 The City of Half Moon Bay and the County of San Mateo were aware that the workers at Terra Garden Farms were living in squalor. Despite said living conditions, which created a hostile living environment, the City of Half Moon Bay and the County of San Mateo allowed the farm to operate and the workers to live in said dangerous conditions. The dangerous conditions led to the death of Claimants' Parents. Specifically, Aixiang Zhang and Zhishen Liu were murdered by Chunli Zhao. The City of Half Moon Bay and the County of San Mateo were aware of the dangerous conditions at Terra Farms and in fact, there had been a shooting at the farm just a few months earlier.

#7 Plaintiffs lost their parents, Aixiang Zhang and Zhishen Liu to a horribly violent death.

#8 Housing Enforcement, on information and belief, Joe Butcher.

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **October 3, 2023**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: Karen Decker, Economic and Community Vitality Manager

TITLE: **PROFESSIONAL SERVICES AGREEMENT WITH WILLIAM DUFF ARCHITECTS, INC. FOR DELIVERY OF ARCHITECTURAL PROFESSIONAL SERVICES FOR THE OPPORTUNITY CENTER OF THE COASTSIDE**

RECOMMENDATION:

Adopt a resolution authorizing the City Manager to execute a professional services agreement with William Duff Architects, Inc., in an amount not to exceed \$75,000, for a term ending September 30, 2024.

FISCAL IMPACT:

There is no net fiscal impact to the City. The total amount of the professional services agreement is funded through a \$2,500,000 grant from the County of San Mateo.

STRATEGIC ELEMENT:

This recommendation supports the *Fiscal Sustainability, Healthy Communities and Public Safety, and Inclusive Governance* Elements of the Strategic Plan.

BACKGROUND:

The Opportunity Center of the Coastsides ("OCC") is a new program and service center that will cater to job seekers, small businesses, entrepreneurs, and visitors to the Coast. Located in Downtown Half Moon Bay with services offered to the broader Coastsides, the OCC is the result of a partnership between the City, County, and Half Moon Bay Coastsides Chamber of Commerce ("Chamber").

The City and the Chamber have identified 637 Main Street as an ideal location for the OCC. The property is easily accessible to public transit lines and highways and close to supportive and complementary services such as those offered by the Half Moon Bay Library, City Hall, the College of San Mateo, and core nonprofit services. The Chamber will sublease a portion of the premises and oversee the facility and daily operations.

On September 5, Council authorized the execution of a Lease Agreement for approximately 3,900 square feet of commercial space located on the first floor of 637 Main Street (Suites A, B and C). Following the execution of the Lease Agreement, baseline and tenant improvements are necessary to convert the property use from a law office to a public and visitor serving space. Anticipating that any commercial property would require this customization, tenant improvements and architectural services were built into the budget for the OCC, which is fully subsidized by a grant from County of San Mateo.

The landlord will facilitate the completion of the tenant improvements, but the City requires architectural support to complete space planning and design, and work with the landlord's team in completing the improvements.

DISCUSSION:

William Duff Architects, Inc. (WDA), was the successful bidder and designer of the Economic Advancement Center (EAC) in South San Francisco, which was the service center that inspired the County of San Mateo's \$2.5 million investment in the OCC. WDA is well-versed in the purpose, program flow, and service delivery of the OCC, and has pre-existing and strong relationships with the nonprofit providers who will be offering workforce and entrepreneurial services at the OCC.

WDA is based out of San Francisco and has designed for Bay Area clients including the San Francisco Public Utilities Commission and the San Francisco Unified School District. Its reach and reputation extend beyond the public sector to aviation (Air France and British Airways), retail (Puma, Brilliant Earth, Estee Lauder), tech and finance (Bank of Marin, Madison Square Garden Company), and real estate and development.

WDA has a clear understanding of the existing conditions, the dynamic service environment envisioned for the OCC, and the importance of sustainable and efficient design elements.

The attached scope and fee schedule (Attachment One) outlines the phases of the work including schematic design, design development, and construction document review. The schematic design set will include a floor plan, base drawings, and pertinent interior elevations because existing conditions and measurements are limited. The design development will result in a package that goes beyond space planning to include details and specifications such as quantities, colors, and materials.

Tenant improvements will result in three suites that will comfortably and artfully house a business incubator, large classroom, remodeled common space and ADA bathroom, kitchen, three private offices, reception and lobby, hybrid meeting room, open space workstation area, visitors' center, and exterior sign.

The award-winning design of the EAC, enthusiastic referral from City of South San Francisco, familiarity with the vision, established relationship with stakeholders, and ambitious timeline to make services available all informed staff's recommendation that the City enter into a

professional, sole-source agreement with WDA for architectural professional services in an amount not to exceed \$75,000. If approved, work will commence immediately. There is an option to explore additional services such as green certification (WELL, LEED or equivalent) or photo-realistic renderings or models, but those services are excluded from the current contract and would require Council review and approval.

ATTACHMENTS:

1. Resolution
2. Scope and Fee

Resolution No. C-2023-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH WILLIAM DUFF ARCHITECTS, INC., IN AN AMOUNT NOT TO EXCEED \$75,000, FOR A TERM ENDING SEPTEMBER 30, 2024.

WHEREAS, beginning in 2021, the City of Half Moon Bay in partnership and collaboration with the Half Moon Bay Coastside Chamber of Commerce (“Chamber”) and San Mateo County launched the Coastside Recovery Initiative (“CRI”). One of the CRI recommendations called for the development of a small business assistance center at Chamber; and

WHEREAS, on October 4, 2022, the San Mateo County Board of Supervisors approved \$5 million in American Rescue Plan Act (“ARPA”) funding to support the development of economic advancement centers, with \$2.5 million allocated to the City to develop and operate a new Opportunity Center of the Coastside (“OCC”); and

WHEREAS, the City and the Chamber have identified 637 Main Street in Downtown Half Moon Bay as an ideal location for the OCC due to its proximity to public transit and highways and supportive and complementary services; and

WHEREAS, on September 5, 2023, the City Council authorized the execution of a Lease Agreement for approximately 3,900 square feet of commercial space located on the first floor of 637 Main Street (Suites A, B and C); and

WHEREAS, tenant improvements are necessary to convert the current law office into a public and visitors serving space; and

WHEREAS, William Duff Architects, Inc. (“WDA”) successfully designed the comparable Economic Advancement Center in nearby South San Francisco which offers similar programming and who has established relationships with the nonprofit providers who will offer services at the OCC; and

WHEREAS, the City of Half Moon Bay and WDA (the “Parties”) desire to enter into an agreement to provide architectural professional services resulting in tenant improvements at the OCC.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Half Moon Bay hereby authorizes the City Manager to execute a professional services agreement with William Duff Architects, Inc., in an amount not to exceed \$75,000, for a term ending September 30, 2024.

.....

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 3rd day of October 2023 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

Deborah Penrose, Mayor



E wdarch@wdarch.com
T (415) 371-0900
F (415) 371-0800

1275 Folsom Street
San Francisco, CA 94103
wdarch.com

28 September 2023

Karen Decker
Economic and Community Vitality Manager
City of Half Moon Bay
501 Main Street
Half Moon Bay, CA 94019

Re: Opportunity Center of the Coastside, Professional Services Proposal

Dear Karen,

Thank you for the opportunity to submit a proposal to deliver architectural professional services. Our proposal reflects our excitement for the project and our best-scope assumptions based on our current conversations. After you have had a chance to review our proposal, we would be happy to hop on a call to discuss and answer any questions you might have.

Sincerely,

A handwritten signature in black ink, reading 'D K Plotkin'.

David K. Plotkin, AIA, LEED AP
Principal / Community Practice Leader
William Duff Architects, Inc.
o: 415 604 4250 / m: 520906 5226 / e: dplotkin@wdarch.com

Project Understanding

William Duff Architects (WDA/Architect) understands that we will work collaboratively with the City of Half Moon Bay (HMB/Client) for the tenant improvement at 637 Main Street. WDA will work with HMB and your non-profit partners to provide design services for a collaborative office space accommodating various stakeholders. With limited funding and a short lease, the City of Half Moon Bay desires to move quickly on the 637 Main St. TI project. We understand that the scope of work for the 3,900 square feet of space needs to be executed promptly, allowing for flexibility. This includes private and shared spaces, like conference rooms, offices, cubicles, flexible workspaces, restrooms, a kitchenette and a classroom.

We understand that your desired scope includes the following:

Suite A - Incubator

Front Office A

- Incubator Manager Private Office
- Replace carpet
- Paint all walls & doors

Front Office B

- Incubator Meeting Room
- Replace carpet
- Paint all walls & doors

Back Office C

- Media Lab / Podcasting
- Needs to be soundproof
 - Add sound-absorptive wall panels
- Replace carpet
- Paint all walls & doors

Bathroom

- Upgrade to ADA code compliance
- Paint walls & door

Center Open Area

- 10-12 Workstations for Entrepreneurs

Suite B - Classroom

- The three separate offices are combined and turned into one large room
 - Demolish walls to create a large classroom
- Replace carpet
- Paint all walls & doors
- Keep the front door so the classroom has on-street access
- Keep the back door that leads to the kitchen area so there is interior access
- Retractable screen with ceiling-mounted projector (if budget allows)

Break Room Area - Common Space

Back Door with Small Open Space

- Office supplies storage area
- Possible ADA entrance from parking lot if ADA parking can be moved
- Install ADA compliant door hardware, etc. for code requirements.

Left Bathroom A

- ADA Bathroom
- Upgrade to ADA code compliance
- Paint walls & door

Kitchen

- Make ADA accessible
- Upgrade to ADA code compliance
- Paint walls & door

Right Bathroom B

- Option to eliminate to accommodate ADA needs for the kitchen

Hallway / Kitchen Open Space

- Small cafe area for lunch and coffee breaks
- Area for sink, fridge and dishwasher
- Communal space for relaxing
- Demolish wall between this area & kitchen
- Paint walls & door
- Replace carpet

Suite C - OCC & Visitor Center

Archway

- Install a door to secure Suite C from A & B so the Incubator can open at different times than the main OCC.
- Provide a door that stays open and out of the way during the day to maintain a nice open flow between suites.

Back Office A

- To become the Conference Meeting Room. One of our service providers (Renaissance) has also requested an office with a door that closes.

Back Office B

- To become the Chamber CEO Private Office
- Remove the whiteboard
- Remove the pin cushion wall

Open Space

- Workstations for the OCC program coordinators
 - Two minimum, but maybe three or four to accommodate team growth. Renaissance has requested two so four seems like an ideal number.

Reception / Lobby

- Reception desk area with room for shelving/drawers/cabinetry for the team member
- 8' high, 10' wide display for Visitor Center and Business Center brochures
- Waiting Area with chairs and coffee table

Entryway / Stairway

- Install partition to separate Suite C from entry by upstairs neighbors, but light and airy, maybe glass or wooden slats.
- Need Suite C door to lock so upstairs tenant has access outside of OCC hours

Colors / Materials

- Try to design with eco-friendly materials to the extent possible and as budget allows
- Wood flooring or durable vinyl that looks like wood. Carpet tiles - alternative option
- Light, reclaimed wood surfaces
- Colors - neutral to allow for pops of color in furnishings and art

Miscellaneous

- Update parking area for ADA code compliance per path of travel requirements
- Provide exterior signage design

WDA will prepare quality documents and imagery in accordance with industry standards and best practices. We will utilize Building Information Modeling (BIM) software, including the exclusive use of REVIT, to develop the project documents.

In addition to in-person meetings, WDA will use web-hosted meetings (Zoom or equivalent) with both the Client and future consultants' teams to keep the project moving forward.

Sustainability & Efficiency

Identifying sustainable design strategies is a key element of WDA's project approach. We look to incorporate common sense and the latest state-of-the-art sustainable energy and water conservation and wellness solutions. Many sustainable strategies require early consideration to ensure optimal results and WDA's approach prioritizes this analysis during the initial phases of the project. Many clients choose to design to a certain compliance level even if actual certification (WELL, LEED, Living Building) is not sought.

Big Picture Operational Understanding

Our work with building Clients, commercial clients and public agencies with limited annual budgets has taught us to carefully consider maintenance and operation issues in our design process. Integral to this effort is the review of adjacencies, access control, maintenance areas, materials' durability, equipment specification and other design considerations affecting use, income generation, and operational efficiency. We emphasize that while a construction budget provides funding for construction, the ongoing operating costs should not be ignored in the design process.

Basic Scope of Services

PHASE 1

Schematic Design

Project Kick-off & work session: Initial meeting with HMB & stakeholders to confirm project assumptions, programmatic needs, goals, schedule, and milestones.

1. Contact the local building department to confirm governing code issues and any special circumstances that may be applicable to the project.
2. Project planning, scheduling, and coordination of the project team.
3. Site visit: measure and photograph existing conditions.
4. Verify existing conditions against CAD (.dwg) or REVIT (.rvt) file provided by Client.
5. Create an existing Floor Plan to illustrate the proportions of the space.
6. Work with HMB & stakeholders to confirm program and develop one (1) test fit concept. Meet with HMB and stakeholders to review and solicit feedback. Develop one (1) revised test fit per stakeholder comments.
7. Schematic design of chosen test fit from above, with one (1) revision. WDA Team will meet with HMB Team and stakeholders to review and solicit feedback. Set to include:
 - Floor plan
 - Pertinent interior elevations or basic 3d views

Meetings:

- Initial Kick-off Meeting with HMB team (in person or via Zoom/equivalent)
- Up to two (2) additional meetings with HMB team and stakeholders
- Regular Design Team meetings as required to progress the work and coordinate with HMB via Zoom/equivalent.

Deliverables:

- Base drawings of existing conditions
- One (1) test fit concept and one (1) revision
- Schematic Design Package for review and approval

Duration:

- Three (3) – Four (4) weeks

PHASE 2

Design Development

1. Upon HMB approval to proceed, WDA will prepare a design development package for client approval to likely include:
 - Cover Sheet
 - Project Data Sheet
 - General Notes
 - Demolition Plan (if applicable)
 - Floor Plan
 - Reflected Ceiling Plan (if applicable)

- Interior Elevations (if applicable)
 - Finish Schedule
 - Outline Specifications
 - Preliminary Engineering/Consultant Drawings (by others)
2. Coordinate up to (2) design reviews with HMB and stakeholders as required.

Meetings:

- Up to two (2) meetings with HMB and stakeholders for review.

Deliverables:

- Design Development Package

Duration:

- Four (4) – Five (5) weeks

PHASE 3

Construction Documents

1. Upon HMB approval to proceed, WDA will prepare the hand-off to the Landlord's Architect.
2. Respond to Landlord Architect's Requests For Information (RFI)s
3. Review Landlord Architect's progress sets, likely at 50% & 100% completed.
4. Meet with Landlord's Architect as needed.
5. Meet with HMB team as needed.

Meetings:

- As needed with Client and Landlord's Architect

Deliverables:

- RFI responses

Duration:

- TBD (schedule to be clarified by the Landlord's Architect)

Optional Proposed Services

PHASE 4

Permitting

1. WDA will assist Landlord's Architect with plan check comments and provide additional information as required for approval.

Meetings:

- As needed with Client and Landlord's Architect

Deliverables:

- Not anticipating any for this phase

Duration:

- TBD (schedule to be clarified by the Landlord's Architect)

PHASE 5

Bidding

1. Assist HMB team with answering questions and providing clarifications during the bidding/pricing process.
2. Assist Landlord's Architect with RFI, as required.
3. Assist HMB team with review of all contractor and sub-contractor bids and selection of contractor/sub-contractor.

Meetings:

- As needed with Client and Landlord's Architect

Deliverables:

- Not anticipating any for this phase

Duration:

- TBD (schedule to be clarified by the Client's bid process)

PHASE 6

Construction Observation

1. Participate in weekly Client, Architect and Contractor (OAC) project meetings (via Zoom/equivalent).
2. On-site visits during construction, to resolve construction-related issues.
3. Assistance in answering questions and providing clarifications during construction.
4. Review of shop drawings and other submittals by the contractor.
5. Conduct punch-list walk and verification at completion of project.

Meetings:

- Weekly OAC project meetings (via Zoom/equivalent)
- Meetings with Client, Contractors & Landlord's Architect, as needed.

Duration:

- TBD (schedule to be clarified by General Contractor)

Assumptions & Clarifications

1. **Client's Responsibilities:** WDA's work will be based on the program and project objectives that the Client provides. It is the Client's responsibility to establish an overall project and/or construction cost budget. Client will also provide any legal assistance required to help us address specific zoning, and building code requirements or issues beyond our scope and ensure we have all the physical information necessary for WDA and its design team to perform our services. In addition, the Client will provide us with an outline of your required billing procedures and Purchase Order or contract numbers as needed. If additional procedures require additional time, WDA will invoice per hourly rate.
2. **Fee assumptions:** Fees are based on our understanding of project scope and duration as communicated by Client. We understand the quoted fee as an initial agreement and may be adjusted depending on additive scope increases. Permit fees are not included and will be billed as a reimbursable expense.
3. **Sub-consultants:** No sub-consultants (MEP, Structural, Acoustical Engineering, Landscape Architecture, Lighting Designer, IT, Security, Low Voltage & A/V Design and others) are included at this time. Should it be deemed necessary, various disciplines can be engaged under WDA as additional scope and will be billed as a reimbursable expense.
4. **Drawings, Reports and Information on Existing Conditions:** This proposal assumes the Client and Landlord will provide WDA with the building's existing translatable electronically formatted building plans and other documentation.
5. **Level of Detail:** Plans to include the level of detail appropriate for the Client's requested deliverable. Building systems and detail insignificant to an exit plan are not included.

Additional Services

Any services or deliverables not stated explicitly above are not included in the proposed scope and would be considered additional services. These additional services can be provided at such time of Client's request, when deemed necessary to the project and WDA will coordinate with Client the method of time tracking/billing based on the attached rates.

1. **Professional scope beyond project proposal:** Professional services not outlined in this proposal, including: Graphics & Signage design. Inspection testing for Title 24 (or comparable energy code commissioning). Assistance in the review of Subcontractor bids and selection of subcontractors.
2. **Scope or Program changes:** Additional work or meetings resulting from Value Engineering or significant changes in project programming and requirements, especially where the timing of new information necessitates re-design or re-work of work already completed, will impact the effort expended and the schedule of providing deliverables.
3. **Green Certification:** WELL, LEED or equivalent evaluation, processing, submittal and certification of project.
4. **Accessibility Compliance Review and Remediation of existing facilities:** Work required to bring any non-compliant elements of the existing space into code compliance. Detailed assessment of accessibility compliance can be performed as an additional service.

5. **Additional Documentation:** Production of shop drawings, ADA Path of Travel drawings and Construction Record drawings. Presentation and production of renderings and/or drawing packages for review by landlord or architectural review boards.
6. **Photo-realistic Renderings or Models:** Photo-realistic renderings and physical models are not included in WDA's Basic Scope of Services and can be included as an additional service.
7. **Additional time for Client/Stakeholder:** Additional revision or approval delays by the stakeholders are not considered to be part of this proposal and will be additional services.

Fees & Expenses

WDA proposes the following fees for architectural services described in the scope of services in this proposal.

Architectural Fees

Phase 1 / Schematic Design	Fixed at	\$ 27,500
Phase 2 / Design Development	Fixed at	\$ 36,500
Total Fixed Fee		\$ 64,000
Phase 3 / Construction Documents	Hourly, estimated at	\$ 6,000

Optional Proposed Services

Phase 4 / Permitting	TBD
Phase 5 / Bidding	TBD
Phase 6 / Construction Administration	TBD

Fees will be billed on a monthly basis after services have been provided. Any services required beyond those defined herein will be considered Additional Services and will be billed, according to the attached rate schedule. Please review the attached General Conditions of the Agreement that are incorporated into and made part of this Agreement.

Reimbursable Expenses

Reimbursable expenses are charged in addition to the compensation for Basic and Additional Services and include expenditures made by WDA employees and consultants in the interest of the project. Reimbursable expenses are billed per the attached fee schedule.

Reimbursable expenses can include but are not limited to:

- Computer plots and color prints
- Third-party printing and reproduction costs
- Postage, overnight, messenger and delivery charges
- Travel expenses and parking costs related to the project
- Renderings, physical models or special presentations produced by a third party
- Fees, Permits, Legal Surveys and Geotechnical Soils Reports (only if necessary, these are typically paid directly by our clients)

Schedule of Rates & Expenses

2023

Staff		Hourly Fee
William S. Duff, Jr. AIA – Managing Principal		\$ 395
Principal		\$295
Associate Principal		\$ 275
Senior Project Manager		\$ 250
Senior Project Architect		\$ 235
Project Manager		\$ 195
Project Architect		\$ 175
Interior Designer		\$ 160
Job Captain		\$ 155
Designer		\$ 135
Administrative Support / Intern Designer		\$ 110
Travel, Room & Board		Reimbursement Rate
Automobile Mileage per current IRS rate		\$0.65.5/mile
Parking		Cost plus 10%
Air Travel and Car Rental		Cost plus 10%
Meals (overnight out of San Francisco)		Cost plus 10%
Services & Supplies		Reimbursement Rate
Outside Reproduction and REVIT or CAD plotting		Cost plus 10%
Messenger, Overnight Delivery and Postage		Cost plus 10%
Long Distance Telephone (outside of U.S.)		Cost plus 10%
In-house Copying and Printing		\$ 0.25/ square foot
In-house REVIT or CAD plotting		\$ 2.75/ square foot
In-house Color Plotting and Printing		\$ 8.00/ square foot
Consultant Services not included in the Contract Agreement		Cost plus 10%

Rates may be increased at the beginning of every year. Annual rate increases typically do not exceed 10%

Terms & Conditions

2023

1. Validity and Effect

Terms in this Agreement shall have the same meaning as those in AIA Document A105, General Conditions of the Contract for the Construction of a Small Project, current as of the date of this Agreement.

These General Terms and Conditions of the Agreement shall be used in combination with a proposal, fee agreement or a contract and the combined documents shall comprise the entire Agreement and shall supersede any prior agreement between Client, "the Client" and William Duff Architects, Inc., "the Architect" relating to the subject matter thereof. In the event of a conflict between the General Terms and Conditions of the Agreement, the proposal, fee agreement or contract, the provisions in these General Terms and Condition of the Agreement prevail.

2. Standard of Care

Services of Architect under this Agreement will be performed in a manner consistent with, but limited to, the level of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the locality of the Project. No other warranty, express or implied, is made.

3. Invoices

Architect will submit invoices to the Client upon completion of service. Payment is due upon receipt of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month on past due amounts. Client shall pay all costs of collection including reasonable attorneys' fees.

4. Client Responsibilities

Client recognizes that subsurface or concealed conditions may vary from those encountered at the location where surveys or explorations are made and that the data, interpretations and recommendations of the Architect are based solely on the information provided to it. Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the project. Client agrees to hold Architect harmless for damage with respect to utilities or subterranean structures not correctly located by the Client.

5. Dispute Resolution

In the event either party fails to keep or fulfill any of the conditions of the Agreement contained herein, each shall have the right to bring an action for damages for breach of this Agreement or to pursue any other remedy allowable by law or in equity.

In an effort to resolve any conflicts that arise during the development, design or construction of the project or following the completion of the project, the Client and the Architect agree

that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. Participation in mediation or a request to participate in mediation in accord with this provision shall be a prerequisite to pursuit of an action for damages. The Client and Architect further agree to include a similar mediation provision in all agreements with independent contractors, consultants or other parties retained for the project and to require all independent contractors, consultants or other parties retained for the project also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

6. Choice of Law

The law of the location of the project shall govern this agreement.

7. Limitation of Liability

The liability of the Architect and the Architect's officers, directors, employees, agents and Architect's Consultants to the Client and anyone claiming by, through or under the Client for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to this Project or this Agreement from any cause or causes, including, but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or warranty, expressed or implied, of the Architect and the Architect's officers, directors, employees, agents and Consultants shall not exceed the greater of the compensation received by the Architect under this Agreement or \$50,000.00.

8. Professional Negligence

The Client shall make no claim for professional negligence either directly or in a third party claim, against the Architect unless the Client has first provided the Architect with a written certification executed by an independent design professional currently practicing in the same profession as the Architect and licensed in the state in which this Project is located. This certification shall: a) contain the name and license number of the certifier; b) specify each and every error or omission that the certifier contends is a violation of the standard of care expected of an Architect performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to the Architect not less than thirty (30) calendar days prior to claim or the institution of any arbitration or judicial proceeding.

9. Termination and Suspension

Either party entering into this agreement may terminate it after giving no less than seven (7) days written notice if the other party substantially fails to perform in accordance with the terms of this Agreement. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, suspension or abandonment of the project, Architect shall be equitably compensated for services performed. Failure to make payments in accordance with this agreement shall be considered substantial nonperformance and is sufficient cause for Architect to either suspend or terminate services.

10. Successors and Assigns

The parties entering into this agreement bind themselves, their partners, successors, assigns and legal representatives to this Agreement. However, neither party to this Agreement shall transfer or assign the contract without written consent of the other.

11. Clientship of Documents

Architect shall retain Clientship of, and intellectual property rights to the design, all plans, computer files, other electronic media and other documents prepared by or developed by the Architect as part of its instruments of professional service. The Architect **or** person(s) employed or engaged by the Architect have the right to, without compensation or consideration, use design material and photographs of the project, both in progress and completed work, for purposes including but not limited to publication in newspapers, magazines, and other print media, publication via the Internet, use in broadcast media, and use in the Architects marketing materials. Such design material and photographs and any accompanying descriptions shall not identify the Client or the property address of the project without the express written consent of the Client.

12. Insurance

Architect represents that it and its employees are protected by worker's compensation insurance and that the Architect has coverage under public liability, property damage and professional liability insurance policies as applicable and as Architect deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon written request. Architect shall in no event be responsible for any liability, loss or damage beyond the amounts, limits and conditions of such insurance.

13. Indemnification

Client agrees that in accordance with generally accepted construction practices, the Contractor will be required by the Client to assume sole and complete responsibility for job site conditions during the course of construction of the Project, including safety of persons, property and construction means, methods, techniques and sequences. Client further agrees to defend, indemnify and hold the Architect harmless from any and all liability, real or alleged in connection with performance of work on the Project, excepting liability arising directly from negligence of the Architect.

Architect shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portion of the Work, or any agents or employees of any of them. The Architect does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the Contract Documents or any applicable laws, codes rules or regulations.

14. Asbestos and Hazardous Materials

Architect and Consultants of the Architect shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the project site.

15. Intended Beneficiaries

This Agreement and all services and responsibilities pursuant to this Agreement are intended for the sole use and benefit of Client and Architect and are not intended to create any third-party rights or benefits.

Authorization

I have read the attached proposal and am in agreement with the terms outlined herein. By signing this Letter Agreement, I authorize William Duff Architects to proceed with the outlined Scope of Work and associated Terms and Conditions. WDA is eager to initiate this working relationship with you.



William S. Duff, Jr. AIA, LEED AP
Founder and Managing Principal
William Duff Architects, Inc.



David K. Plotkin, AIA, LEED AP
Principal
William Duff Architects, Inc.

for: Karen Decker
Opportunity Center of the Coastside / Professional Services Proposal
27 September 2023

Authorized Signature

Authorized Name

Date

Please return a signed PDF copy to dplotkin@wdarch.com or a Docu-sign version can be sent for signature.

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **October 3, 2023**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: John Doughty, Assistant City Manager
Mike Noce, Housing Coordinator

TITLE: **TENANT PROTECTIONS PLAN – WORK SESSION**

RECOMMENDATION:

Receive the presentation and provide direction regarding the following potential tenant protection policy actions:

1. Rent Control/Stabilization Ordinance
2. Tenant Protection Ordinance and/or Policies Update
3. Mobile Home Space Rental Control Ordinance
4. Code Enforcement Related Relocation Assistance Ordinance

FISCAL IMPACT:

There is no fiscal impact associated with this report. Fiscal impacts will be driven by the policy actions directed by the Council. We can expect significant Staff and City Attorney costs related to research and development of any ordinance or other measures, conducting of community outreach, and/or ultimate adoption process. Preparing an ordinance(s) and conducting related community outreach falls within the general operating costs of the City, including the City Attorney. Commitment to a work program involving rent control/stabilization and/or expanded tenant protection measures will require refocusing staff from other critical housing work; or alternatively, would necessitate contract assistance and add costs to the City Attorney budget. Any of the proposed legislative actions will require further commitment of funding and staffing to implement and manage, conceivably, in perpetuity. Staff is providing its best conceptual level assessment of the potential costs of implementing and managing each of the potential programs in the discussion section of this report.

STRATEGIC ELEMENT:

This action supports all of the Strategic Plan Elements including *Infrastructure and Environment*, *Healthy Communities and Public Safety*, *Fiscal Sustainability*, and *Inclusive Governance*.

OVERVIEW:

The Half Moon Bay City Council has identified affordable housing as a multi-year City priority. The Council specifically cited their desire to help facilitate development of new multi-family rental development affordable to extremely low-, very low-, and low-income households. To that end, the City Council adopted, and the Coastal Commission Certified, a new Local Coastal Land Use Plan (LCLUP) which reduced the constraints to preserving existing affordable housing and created new affordable housing land use opportunities. This work has been followed by preparation of the Cycle 6 (2023-2031) Housing Element which identifies various affordable housing opportunity sites and policy initiatives to protect and create new housing throughout the City in alignment with the LCLUP. During Cycle 6, the City is required to demonstrate housing production capacity beyond the regional housing needs allocation (RHNA) assigned to the City of 480 housing units. The production of housing units, especially units for lower-income households, is a vital component of supporting the local community with stable housing options. The Draft Housing Element is nearing completion and available on the City website for public viewing. The items being discussed in this report reflect many of the implementation programs contained in the Draft Housing Element.

Included in the Housing Element's development pipeline, the City solicited and selected a developer (Mercy Housing/ALAS) for the City-owned 555 Kelly Avenue property, which is planned to bring 40 units of affordable senior farmworker housing. This project has an estimated development cost of approximately \$34 million. Additionally, the City and County of San Mateo are working to bring affordable housing to 880 Stone Pine Road. Development costs of the Stone Pine project are estimated at approximately \$15 Million to produce 47 modular units. The City's contribution of City-owned land is an important contribution in the development of affordable housing for both sites. As mentioned previously, the Housing Element outlines numerous other housing projects that are on the horizon. One significant characteristic of the City's housing pipeline is that new units often take multiple years to plan, permit, and construct. Unfortunately, this means there will be a delay in the time that a project is conceived until occupied. Predevelopment such as architecture, engineering, financing, and entitlements often spans 1-3 years with construction adding an additional 1-2 years, with timelines sometimes increasing for large multi-family developments. Therefore, introducing mechanisms that protect existing rental housing stock for current and future lower-income tenants is a strategy often implemented to supplement and support production of additional affordable units.

The City has limited dedicated housing funds available. The City's Affordable Housing Fund has a current balance of approximately \$2.1 million, with \$2 million currently earmarked for the 555 Kelly Affordable Housing Project. Currently, there is no means to build upon this fund absent the transfer of General Funds or the implementation of an affordable housing impact fee. In the next two years, City staff anticipates working independently or in collaboration with the 21 Elements Group on a Nexus Study looking at both residential and commercial impact/linkage fees. The City also continues to seek funding from philanthropic, State, and

federal sources for development of new units and implementation of programs to protect existing affordable units.

BACKGROUND:

To facilitate these discussions, a few background data points about Half Moon Bay's population and housing inventory, as well as terms associated with affordable housing, are presented below. These are intended to provide community members with a greater sense of the overall affordable housing challenges and give context to the policy discussion to follow. In addition, the background includes a brief description of State and City tenant protection measures that currently exist.

As of January 1, 2020, Half Moon Bay had a population of approximately 12,431 and approximately 5,098 housing units.¹ Of these, approximately 72 percent are owner-occupied and 28 percent are renter-occupied.² As documented in the 2023-2031 Draft Housing Element, Half Moon Bay has approximately 400 rental units with some form of affordability restriction for lower-income households. These units comprise most of the larger multi-family developments and account for over 25 percent of the City's rental housing stock. As compared to San Mateo County overall, the City has more mobile homes (above 10 percent of all City units versus 1 percent Countywide); however, the City has fewer multi-family (5+ units) buildings (10 percent of all City units versus 27 percent Countywide).

Average rental asking prices vary widely by housing type and size. A reasonable approximation for average asking rent is \$3,100 per month. In order to be affordable, using the federal government standard of 30 percent of gross household income for rent, a household would need to earn approximately \$120,000 per year. 25 percent of households in Half Moon Bay have income of less than \$50,000 per year (\$24 per hour).³ The high cost of living on the coast and throughout the Bay Area places an especially severe strain on low-income families.

The term "affordable housing" is used to refer to housing units that carry restricted rental rates or resale prices often below market rate. As previously noted, the federal government defines affordable housing as housing that costs no more than 30 percent of household income (before taxes). In general, it is the price that a household can afford to pay for housing and still have enough income to pay for other essentials such as food, healthcare, transportation, and other household needs. As noted above, there are approximately 400 units in the City with long-term affordability restrictions representing approximately 28 percent of the City's rental housing stock.

The State legislature adopted The Tenant Protection Act of 2019 (AB 1482), which imposed a variety of tenant protection measures Statewide. These provisions remain but are currently set to expire in 2030 unless extended by the legislature. The 2019 Act specifically:

¹ State of California Department of Finance, 2020

² American Community Survey, 2015-2019

³ US Census ACS 5-year

- Imposes Statewide rent control for properties that are at least 15 years old; contain at least 2 units; and were not already subject to a local rent control ordinance. Exemptions include condominiums, single-family homes, and structures with two units (e.g., duplexes), one of which is owner-occupied.
- Limits annual rent increases to 5% plus local inflation (tied to the Consumer Price Index) or 10%, whichever is lower, for properties that are at least 15 years old. Within the cap, a landlord may increase rent twice per year. There are no limitations placed on initial base rents upon a change in tenancy, and the landlord may set the new rent to market-rate.
- Requires landlords to show “just cause” (e.g., failure to pay rent or explicit lease violation) prior to evicting a tenant that has resided on the property for at least one year. Tenants must be given the opportunity to cure prior to eviction. A landlord may evict a tenant for limited “no-fault” reasons including: 1) if the landlord or family intends to occupy the unit; 2) the landlord is withdrawing the unit from the rental market; 3) a government or court requires the property be vacated; or 4) the landlord intends to demolish or substantially remodel the property.

The rules in the Tenant Protection Act are not governed by any State or local authority, but rather are enforced through private litigation.

In 2019, the City Council adopted Ordinance C-2019-07 which established a new Municipal Code Chapter titled [Residential Rental Security Measures](#).⁴ The Chapter established a 12-month minimum lease term, a landlord and tenant dispute resolution process, noticing requirements for landlords, tenant remedies, and prohibitions on retaliatory evictions based upon a tenant exercising rights derived under the Chapter. The Chapter was created to supplement the protections authorized under The Tenant Protection Act of 2019.

DISCUSSION:

In the following section, staff will be providing the City Council and community a synopsis of the four most common tenant protection policy actions available to the City Council: 1) rent control/stabilization; 2) tenant protection measures; 3) mobile home space rent control; and 4) code enforcement related relocation assistance. Staff has provided a general outline of the potential actions. Significant policy research and council direction will be needed to fully formulate any of the legislative actions should the City Council direct. Each item is a starting point for Council consideration that could involve considerable community outreach including discussions with non-profit partners to limit unintended consequences. Based upon Council direction, staff will prepare a Tenant Protections Action Plan and return to City Council to discuss timing and scope of work requested.

⁴ <https://www.codepublishing.com/CA/HalfMoonBay/#!/HalfMoonBay07/HalfMoonBay0770.html#7.70>

I. Rent Control/Stabilization

Over the course of the last several years, community members and City Council have expressed interest in adopting rent control. Staff and the City Council have generally discussed the challenges and limitations of rent control. The City Council recently directed staff to conduct updated research and provide information to support a more in-depth discussion of rent control by the community and Council.

In the State of California, the scope of rent control is limited by the Costa Hawkins Rental Housing Act of 1995 (Act). Attempts have been made by both legislative and ballot-box measures to enact reforms to the Act. We understand that a ballot initiative is being considered for the November 2024 Statewide election.

Absent changes to the Act, the City may enact rent control as described in Table 1.

Table 1: Rent Control Applicability by Dwelling Unit Type and Age

Dwelling Unit Characteristics	Rent Control	
	Allowed	Not Allowed
Single-family homes and condominiums, regardless of age		X
Multi-family buildings post-1995		X
Multi-family buildings pre-1995	X	
Mobile Home Space Rents*	X	

**Rent control for mobile home space rents is addressed later in this report.*

Municipalities may continue to adopt local rent control ordinances at any level for properties constructed prior to 1995, consistent with the Costa Hawkins Act (below). Local jurisdictions may also adopt rent control that results in lower annual rent increases than the 5% + CPI/10% maximum in the Tenant Protection Act.

Previously, City staff analyzed the City's rental stock and the applicability of Costa Hawkins. Staff has taken the opportunity to update the information based upon the current best available information. It is anticipated that a rent control ordinance would apply to a maximum of 400 non-deed restricted multi-family units Citywide. This number is based upon best available information and represents approximately 29% percent of the City's total number of rental units. The total rental unit count includes single-family homes, condominiums, and other rentals not subject to rent control under the Act. Should the City Council direct staff to proceed with an ordinance, staff will further identify the specific structures that the ordinance would apply to, and the number of rental units and landlords affected. This number could be less than the current estimate based upon more focused assessment and/or policy decisions ultimately made by Council.

City staff with assistance from the City Attorney have researched rent control programs in place today in an effort to better understand the approaches. Notably, we have found two

distinct models: the first and most common establishes a program that is directly or indirectly managed and enforced by the City; and the second and lesser common approach is to create a program that is privately enforceable. The vast majority of the adopted ordinances apply to many thousands of units. For example, the City of Alameda's ordinance (adopted in 2019) applies to more than 14,000 units. The smallest city to adopt rent control is Fairfax (2022) with approximately 700 units. The Town of Fairfax Rent Protection webpage currently states, "Although these new ordinances are in effect, their provisions will not be implemented until sufficient agreements for support have been approved by the Town Council. Upon approval, the Council will set an implementation date by resolution." Our research indicates that the Town of Fairfax has placed a ballot initiative that seeks to repeal the Town's rent control and just-cause evictions on the November 2024 ballot.⁵ Two other small cities in Marin County (Larkspur and San Anselmo) are also contemplating adoption of rent control ordinances, but appear to be slowing the process in light of the Fairfax situation.

Fiscal Implications. Implementing and managing a rent control ordinance will require the allocation of additional resources to cover staff (or contract staff), City Attorney costs, and other related costs. The small number of units covered means the City cannot take advantage of economies of scale available to other agencies. It is also unlikely that the City can find a public partner to take on the work, although, staff would pursue to do so given Council consent.

It is our best estimate that the first year of implementation would likely cost approximately \$300,000 (absent litigation) and that the City could expect annual operational costs ranging from \$150,000 to \$200,000 (based upon 50 percent of an Administrative Analyst, legal, and other costs). It is commonplace to establish fees to cover all or a portion of the operational costs. These fees would not typically be available to cover initial implementation. At \$200,000, a full cost recovery fee of \$500 per unit would be necessary; some jurisdictions provide for the fee to be shared by tenant and owner (i.e., Alameda). These costs are exclusive of costs related to ordinance preparation and outreach.

Conclusions. For Half Moon Bay, rent control under the Costa Hawkins Act would be limited in scope. Rent control cannot mandate rent roll-backs. Any future rollbacks would be at the discretion of the property owner upon a vacancy and likely driven solely by the marketplace. Rent control, where applicable, would limit future rate increases for current and future tenants, overriding current provisions of AB 1482. Typically, the maximum rent increases under rent control are in the 3- to 5-percent range. Again, the majority of rental units in the City would not be subject to rent control in that they are already deed-restricted affordable or otherwise excluded by the Act. Finally, we strongly encourage the community to consider the possible implications of an ordinance including the withdrawal of units from the overall marketplace, a crackdown on subleasing and other possible implications yet to be identified.

⁵ <https://www.marinij.com/2023/08/06/fairfax-will-place-tenant-protection-issue-on-ballot/>

Council Question: Should the City include a Rent Control/Stabilization Ordinance in the Tenant Protections Action Plan?

II. Tenant Protection Measures

Our research finds that additional eviction protections are typically viewed as a necessary complement to rent control/stabilization given that eviction protections mitigate the incentive to evict for the purpose of increasing a unit's rent to market rate. The Tenant Protection Act of 2019 codified certain eviction protections as State law. Under the Act, there are two categories of "just cause" for eviction, "At Fault" causes and "No Fault" causes. Generally, a tenant is "at fault" when they violate the terms of the lease or prevailing law, which is often cited in the lease. A "no fault" eviction takes place when a tenant is evicted for allowable reasons that are beyond the control of the tenant.

Under the Tenant Protection Act of 2019, the following are the enumerated "at fault" reasons why a tenant may be evicted:

- Non-payment of rent
- Breach of a material term of the rental agreement that has not been corrected after written notice under CC §1161(3) (the new law requires the landlord to serve an additional 3-day notice to quit after the cure period is passed)
- Maintaining or committing a nuisance as described in CC §1161(4)
- Maintaining or committing waste as described in CC §1161(4)
- Termination of the rental agreement without renewal (i.e. the tenant refuses to sign a written extension or renewal after written request or demand from the owner)
- Criminal activity by the tenant
- Unapproved subtenant
- The tenant has refused to give the landlord access to the unit as permitted by law
- Illegal use of the unit
- Failure to vacate after termination of employment or agency as described in CC §1161(1)
- Failure to deliver possession after the tenant provides written notice of intent to vacate or makes a written offer of surrender that is accepted by the landlord

The 2019 Act lists four "no fault" reasons that a tenant can be evicted.

- The owner, spouse, domestic partner, children, grandchildren, parents or grandparents intends to occupy the unit. For new or renewed leases entered into on or after July 1, 2020, the tenant must agree to this in writing.
- Withdrawal of the unit from the rental market
- Compliance with a government or court order or local ordinance that necessitates vacating the premises
- Demolition or substantial remodel of the unit

The 2019 Act provides for relocation assistance equal to one month of rent either paid directly to the tenant or waived by the landlord in the event of a no-fault eviction. The 2019 Act's eviction protections are distinct from rent regulation in that they apply broadly to most forms of rental housing.

Ultimately, staff will be seeking City Council direction on whether to enact additional local regulations. Typical local add-ons include expanded relocation assistance which may include assistance for not only permanent relocation, but also certain temporary relocations under a "no-fault" eviction. Additionally, some agencies have chosen to require that where a tenant is subjected to a no-fault eviction, the underlying circumstance that justified that eviction must remain in place for a certain amount of time and/or the tenant must be given right to return. Staff is not asking for specific direction during the work session, but is offering examples of local additions to help begin the conversation.

There are many variants that the City can research and bring to the City Council should it be directed. Some local ordinances specify a dollar amount (e.g., Berkeley and Santa Monica both start at \$15,000, with various provisions driving the figure upward). Others state the greater of a dollar amount or a certain number of month's rent (e.g., Concord and Oxnard use the greater of \$5,000 or two-months rent). Menlo Park's relocation assistance is on a sliding scale based upon the income of the displaced. Again, staff is not asking for specific direction at this level in this session.

Over the last year, the City has made significant strides to build collaboration with local non-profits and San Mateo County. This has resulted in improved rapid response to many housing emergencies. With that being said, staff also recognizes that the City can do better at conveying State and local tenant protections regardless of the ultimate decision by the Council.

Fiscal Implications. Implementing and managing an expanded tenant protection program will require the allocation of additional resources to cover staff (or contract staff), City Attorney costs, and other related costs. The financial implications will vary substantially depending on what (if any) local provisions are adopted and whether the program is implemented along with a Rent Control Ordinance. Implementation costs would likely be at least \$75,000 with an unknown annual cost. Costs would likely include a portion of a City Administrative Analyst, City Attorney, and Legal Aid. Implementation would include community outreach and development of educational materials. It may be possible to recover a portion of the related costs through fines and administrative penalties fees. These costs are exclusive of costs related to ordinance preparation and outreach.

Conclusions. AB 1842 and Half Moon Bay Municipal Code Chapter 7.70 currently provide protections to many renters in Half Moon Bay. The City Council may choose to consider adopting additional tenant protections whether or not they be implemented with rent control/stabilization.

Council Question: Should the City include additional protections by ordinance in the Tenant Protections Action Plan? Note: City staff is planning to work on improving information about current tenant protections in collaboration with our non-profit partners.

III. Mobile Home Space Rent Control

The rental rates of spaces located within a mobile home park may be regulated by a City or County. Mobile home park space “rent” control is not subject to the Costa Hawkins Act. To date, the City has not chosen to adopt space rent control for the mobile home parks located within the City consisting of the Hilltop Mobile Home Park’s two locations and Cañada Cove. Currently, mobile home parks within unincorporated areas of San Mateo County are subject to space rent control, including Pillar Ridge located at 127 Airport Street in Moss Beach. Mobile Home Space Rent Control is identified in the Draft Housing Element as a potential regulatory measure to protect existing mobile home residents.

Table 2: Current Mobile Home Space Rents

Pillar Ridge (Unincorporated County)	\$1,164.00 per month
Cañada Cove (55 and Older Restricted)	\$980.00 per month
Hilltop Mobile Home Park	\$675.00 per month

The County adopted the “Mobilehome Rent Control Ordinance”, Chapter 1.30 of the San Mateo County Code of Ordinances initially in 2003. The Chapter was revised in 2016 and 2017. A copy of the current Chapter 1.30 and FAQ is included as Attachment 1. Mobile home space rent control typically: 1) applies to leases of twelve months or less; 2) ties rent charges/increases to the Consumer Price Index or a set percentage (often the lesser of) amount; 3) provides a means to petition for additional rent adjustment based on “fair return; 4) calls for reduction of rents where services are eliminated or reduced by the owner; and 5) a tenant can refuse to pay a rent increase if the owner violates the Ordinance. Many examples exist as approximately 100 cities and counties have adopted some form of mobile home space rent control.

Fiscal Implications. Implementing and managing a mobile home space rent control ordinance will require the allocation of additional resources to cover staff (or contract staff), City Attorney costs, and other related costs. The financial implications will vary substantially depending on whether a Rent Control Ordinance is adopted and implemented concurrently or closely together. Much of the cost of implementation could be absorbed within the overall implementation costs of rent control. As a stand-alone program, implementation costs would likely be a minimum of \$75,000 with annual costs of at least \$50,000 (e.g., a portion of an Administrative Analyst, legal, and other costs). It is commonplace to establish fees to cover all or a portion of the operational costs. These fees would not typically be available to cover initial implementation. These costs are exclusive of costs related to ordinance preparation and outreach.

Conclusions. Mobile home space rent control is a viable, legal means to protect mobile home park residents from unreasonable rent increases while providing for a just and reasonable return on investment by park owners.

Council Question: Should the City include a Mobile Home Space Rent Control Ordinance in the Tenant Protections Action Plan?

IV. Code Enforcement Related Relocation Assistance

The Community Development Department is responsible for protection of public health and safety through enforcement of the City's Municipal Code which by reference includes the California Building Code. At times, City staff is asked to inspect properties to ascertain whether dwelling units are legal and safe to occupy. Where possible, staff works with property owners to find a pathway to legalization of a unit to limit displacement of occupants.

At times, the circumstances warrant immediate vacation of units. In some circumstances, these units are not feasibly or legally able to be repaired/allowed to remain to be used for residential occupancy. In these instances, the City has no choice but to post the unit as "Unsafe to Occupy". While the City does what it can to connect these occupants, who are often low-income, with County Housing and local non-profits, there are no guarantees of immediate permanent housing. Additionally, relocated occupants are often required to come up with funds to move and store furnishings and for basic move-in costs (e.g., security/first and last month deposits) assuming they find replacement housing immediately.

San Mateo County and many other local agencies have enacted ordinances requiring that a property owner be responsible for providing relocation assistance to occupants displaced as a result of code enforcement/compliance efforts. For example, San Mateo County's "red tag ordinance" provides a tenant experiencing displacement three months' rent (as opposed to one month under state law). Most jurisdictions see this as meeting two distinct objectives: 1) providing assistance to those families displaced by no fault of theirs; and 2) providing incentives to property owners to rent and maintain units that meet City and State occupancy standards.

Fiscal Implications. Implementing and managing the code enforcement related relocation ordinance would become another element of the Code Compliance program. From a staffing perspective, there are no significant additional costs anticipated, although some legal review for various cases should be assumed. Typically, ordinances include some form of appeal/hearing process. In some jurisdictions, the agency has chosen to front funds to tenants pending the outcome of an appeal. Depending upon the number of occupants and the ordinance provisions, choosing to front costs could be a significant expense. These costs are exclusive of costs related to ordinance preparation and outreach.

Conclusions. Historically, the City has not displaced occupants where it is possible not to do so. On occasion, the City must vacate units, and in these instances, relocation assistance would

make that situation for tenants substantively better. Additionally, relocation assistance can serve as an incentive for proper behavior by a small percentage of property owners and managers.

Council Question. Should the City include a Code Enforcement Related Relocation Assistance Ordinance in the Tenant Protections Action Plan?

Conclusion

The question as to what measures to include in a Tenant Protection Action Plan is a policy decision of the City Council. Staff is approaching this agenda item as a work session, and we are anticipating and welcome significant input from the community. As we are seeking input and direction, staff has not prepared a specific schedule for adoption and implementation. The schedule will be heavily dependent on the suite of actions chosen. If directed to pursue all four actions, staff anticipates an 8 to 12-month timeline for adoption. Input on the prioritization of multiple actions will also be helpful.

NEXT STEPS:

Following City Council direction, City staff will prepare a formal “Tenant Protections Action Plan”, which will detail the anticipated scope of work, schedule, costs, and staffing demands. If clear direction is provided tonight, staff will plan to present a draft Action Plan to City Council on November 7th.

ATTACHMENT:

1. San Mateo County Mobilehome Rent Control Ordinance

Chapter 1.30 MOBILEHOME RENT CONTROL

Sections:

1.30.010 Findings and purpose.

The Board of Supervisors finds and determines that:

- (a) There is presently, within the unincorporated area of the County of San Mateo and the surrounding areas, a shortage of spaces for the location of mobilehomes, resulting in a low vacancy rate and rising space rents.
- (b) Alternative sites for the relocation of mobilehomes are difficult to find, and moving and installation of mobilehomes is expensive, with possibilities of damage to the units.
- (c) Mobilehome owners have invested substantial sums in their mobilehomes and appurtenances. If mobilehome space rents are not regulated, then mobilehome owners may experience severe financial hardships, including the loss of their substantial investments in their mobilehomes and appurtenances, since they do not have the option of moving their mobilehomes to spaces within the area with equivalent or lower rents.
- (d) Beginning in April 2001, some mobilehome parks in the County began adopting rent increases that have been substantially in excess of the rate of the increase in the cost of living (as measured by the Consumer Price Index) and also began adopting substantial additional rent increases upon the change of ownership of mobilehomes.
- (e) If space rents are allowed to be increased without limits upon a change in the ownership of a mobilehome, then the value of the mobilehome owners' investments may be severely reduced and mobilehome ownership may become financially unfeasible due to the precarious nature of the investment.
- (f) This Board does, accordingly, find and declare that it is necessary to protect the residents of mobilehomes from unreasonable space rent increases and/or assessments, while recognizing the need of mobilehome park owners to receive a just and reasonable return on their investment.

(Ord. 4188, 9/23/03)

1.30.020 Definitions.

"Capital improvements" means those improvements that materially add to the value of the property and appreciably prolong its useful life or adapt it to new uses and which may be amortized over the useful life of the improvements in accordance with the Internal Revenue Code.

"Consumer Price Index" or "CPI" means the Consumer Price Index for all Urban Consumers for the San Francisco-Oakland-San Jose area, published by the U.S. Department of Labor, Bureau of Labor Statistics.

"Hearing Officer" means the Director of the Department of Housing or his/her designee.

"Mobilehome" as used in this chapter, means those structures defined in California Civil Code Section 798, et seq., and other forms of vehicles designed or used for human habitation, including camping trailers, recreational vehicles, motorhomes, slide-in campers, or travel trailers, that occupy a site in a Mobilehome Park.

"Mobilehome park" means any mobilehome or manufactured home park, as defined in sections 798.4 and 798.6 of the Civil Code, which rents or leases spaces in the unincorporated area of San Mateo County.

"Mobilehome park owner" means the owner, lessor, operator or manager of a mobilehome park.

"Mobilehome space" means the site within a Mobilehome Park intended, designed, or used for the location or accommodation of a Mobilehome and any accessory structures or appurtenances attached thereto or used therewith.

"Mobilehome tenant" means any person entitled to occupy a mobilehome dwelling unit pursuant to ownership thereof or a lease or rental arrangement with the owner thereof.

"Percent Change in Consumer Price Index" means the annual percent change in the Consumer Price Index, calculated to the nearest tenth, published for the month of July, issued in the month of August. In the event that an index is not published for the month of July, the closest preceding month for which an index is published shall be used.

"Rehabilitation" means that work done by an owner to a mobilehome space, or to the common area of the property containing a mobilehome space, which is performed either to secure compliance with any state or local law or to repair damage resulting from fire, earthquake, or other casualty or natural disaster to the extent such repair is not reimbursed by insurance proceeds.

"Rent" means the consideration, including any bonus, benefits or gratuity demanded or received in connection with the use and occupancy of a mobilehome space in a mobilehome park, but exclusive of any amounts paid for utilities, the use of the mobilehome dwelling unit, subletting or security deposit.

(Ord. 4188, 9/23/03; Ord. 4405, 01/08/08)

(Ord. No. 04753, § 2, 1-5-2016; Ord. No. 04783, §§ 2, 3, 9-26-2017)

1.30.030 Maximum rent increase.

Except as provided herein, a mobilehome park owner shall not demand, accept or retain rent for a mobilehome space which exceeds the rent in effect on July 1, 2003. If a previously rented mobilehome space was not rented on July 1, 2003, the owner shall not, except as provided herein, demand, accept or retain rent which exceeds the rent in effect during the last month the space was rented prior to July 1, 2003.

The rent payable for use or occupancy of any space in a mobilehome park shall not be increased more than once in any twelve (12) month period. Said rent increase shall not exceed seventy-five percent (75%) of the Percent Change in the Consumer Price Index, or five percent, whichever may be less. The initial twelve month period shall begin on July 1, 2003.

The provisions of this section shall apply regardless of whether there is a change in the mobilehome tenant occupying the space, or a change in ownership of the mobilehome.

(Ord. 4188, 9/23/03)

1.30.030.1 Annual reporting form.

- (a) Each Mobilehome Park Owner shall complete and return to the County Department of Housing an annual report in the form and pursuant to the schedule developed by the Director of the Department of Housing, which report includes the following information: (1) current contact information for the Mobilehome Park Owner and manager; (2) the total number of Mobilehome Spaces in the Mobilehome Park occupied by Mobilehome Tenants; (3) monthly rental rates for all Mobilehome Tenants within the Mobilehome Park; (4)

the total number of Mobilehome Spaces occupied, at any time during the reporting period, by any other form of vehicle or shelter; (5) any Mobilehome Spaces within the Mobilehome Park converted to any other use; and (6) any other information which may be required by the Director of the Department of Housing.

- (b) Where the rent for a Mobilehome Space in effect on July 1, 2003 or any other information required in the Mobilehome Park's annual reporting form is missing or unavailable or a Mobilehome Park Owner fails to otherwise comply with the annual reporting requirement, the Department of Housing may review all available records of the Mobilehome Park to complete the annual report, including, without limitation, leases, tenant files, and bank statements, financial reports, and/or other financial data of the Mobilehome Park. The Mobilehome Park Owner shall make its records available for inspection upon a request by the Department of Housing and/or its designee(s).
- (c) The failure to complete and return the annual report to the Department of Housing within 30 days of the date indicated by the Director of the Department of Housing, and/or any other violation of this chapter, shall be subject to an administrative citation issued pursuant to the section 1.40.010, et seq., of this Code. However, notwithstanding section 1.40.070, the amount of the penalty imposed for each violation of this chapter shall be five hundred dollars (\$500.00). Each day a violation exists is a separate offense; therefore, the \$500.00 penalty imposed by this chapter shall be imposed each and every day the violation continues to exist.
- (d) The administrative remedies in this chapter are in addition to and do not supersede or limit any and all other remedies provided by law. The remedies provided in this chapter are cumulative and not exclusive.

(Ord. No. 04753, § 3, 1-5-2016; Ord. No. 04783, § 4, 9-26-2017)

Editor's note(s)—Ord. No. 04753, § 3, adopted January 5, 2016, repealed § 1.30.030.1, which pertained to administrative fee and derived from Ord. No. 4188, adopted September 23, 2003.

1.30.030.2 Service reductions.

In the event the mobilehome park owner eliminates or reduces services or maintenance that had been provided on the base year date, then the rent shall be reduced by an amount that is proportionate to the value of the eliminated or reduced services or maintenance.

Any tenant or tenants who believe that they have been subjected to any such elimination or reduction of services or maintenance shall be entitled to file with the Hearing Officer a service-reduction rent-adjustment petition that requests that their rents be reduced by an appropriate amount. Any such service-reduction petitions shall be considered under the procedural provisions for considering rent-adjustment petitions that are set forth in sections 1.30.050 and 1.30.060.

(Ord. 4188, 9/23/03)

1.30.040 Rent increase in excess of increase allowed under section 1.30.030.

- A. If a mobilehome park owner believes that the maximum rent permitted by section 1.30.030 of this chapter denies the park owner a fair return, an owner may request an adjustment in rents according to the provisions of this section. However, no owner of a mobilehome park may request more than one adjustment to rents during the twelve (12) month period following the first full day the rent increase authorized by section 1.30.030 is put into effect.
- B. An owner may request an adjustment in excess of the rent increase authorized by section 1.30.030 by conforming to the following procedures:

-
1. The owner of a mobilehome park seeking an adjustment in rents must submit a petition for rent adjustment to the Hearing Officer. The petition shall contain relevant and detailed documentation supporting the level of rent increase requested.
 2. The petition shall be filed with the Hearing Officer no later than sixty (60) days before the desired date the requested rent increase is to take effect.
 3. The petition shall contain a copy of a certified letter sent to the affected tenants notifying them of the petition and the amount of increase requested.
 4. The petition shall contain a statement attesting to the availability of any records required by the Hearing Officer to complete his or her review of the request for rent adjustment. Records shall include, but not be limited to, any audits of the mobilehome park's books, financial statements, and records relating to any governmental or utility assessments which have been levied upon the mobilehome park.
 5. The petition shall be accompanied by a check or money order in the amount of two thousand dollars (\$2,000.00) to cover costs incurred by the County in fulfilling the Hearing Officer's responsibilities. The fee is nonrefundable. However, at the conclusion of the hearing, and upon making a finding that the petitioner has both successfully pursued the petition and pursued it in good faith, the Hearing Officer may grant to the petitioner a monthly surcharge to be added to the rents of the tenants to recover this fee paid to the County. Such a surcharge shall be a limited-duration pass-through to be paid monthly by the tenants over a period of five years.
 6. The petition shall be submitted under penalty of perjury.

(Ord. 4188, 9/23/03)

1.30.050 Powers and duties of the Hearing Officer.

The Hearing Officer shall have the following powers and duties:

- A. To receive, investigate, hold hearings on, and pass upon the petitions for rent adjustment;
- B. To make or conduct such independent hearings or investigations as may be appropriate to obtain such information as is necessary to carry out his or her duties;
- C. To adopt, promulgate, amend and rescind administrative rules to effectuate the purposes and policies of this chapter;
- D. To prescribe the form for petitions for rent adjustment, including a formula that is consistent with the standard set forth in section 1.30.070 below, for determining whether a mobilehome park owner is receiving a fair return on his or her investment such that the net operating income achieved by the park during the twelve (12) months preceding July 1, 2003, with an appropriate allowance for inflation and properly amortized new capital improvements, is maintained.
- E. To maintain for five years rent adjustment hearing files and dockets listing the time, date, and place of hearings, the parties involved, the addresses involved, and the final dispositions of the petitions.

(Ord. 4188, 9/23/03)

1.30.060 Conduct of proceedings, hearings.

- A. Within fourteen (14) days of receiving a petition for rent adjustment the Hearing Officer shall determine if the information set forth in the petition is complete. If the Hearing Officer determines that the information

set forth in the petition is complete then the Hearing Officer shall set a date for the hearing and shall notify all affected parties by mail of the date and time of the hearing at least 14 days before the hearing. If the Hearing Officer determines that the information in the petition is not complete then the Hearing Officer shall order the petitioner to produce the information that is needed to complete the petition. No hearing shall be set if the Hearing Officer determines the information contained in the petition is not complete until the Hearing Officer concludes that the deficiency is remedied. The date of filing the petition shall be the date of the receipt of the fully completed petition, with all informational deficiencies remedied and all required fees paid to the County, as determined by the Hearing Officer.

- B. Within fourteen (14) days of receiving the petition, the Hearing Officer shall also determine if the employment of experts will be necessary or appropriate for a proper analysis of the petitioner's presentation. If the Hearing Officer so determines, the Hearing Officer shall also determine the anticipated costs of employing any such experts. The resulting figure shall be communicated to the petitioner. The petition shall not be further processed until the petitioner has paid to the County the estimated cost of expert analysis. Any unused portion for payment so collected shall be refunded to the petitioner. At the conclusion of the hearing, and upon making a finding that the petitioner has both successfully pursued the petition and pursued it in good faith, the Hearing Officer may grant to the petitioner a monthly surcharge to be added to the rents of the tenants to recover the expert costs paid to the County. Such a surcharge shall be a limited-duration pass-through to be paid monthly by the tenants over a period of five years. Any experts hired pursuant to this section shall be instructed to give an unbiased analysis.
- C. The hearing shall be set for a date not less than thirty (30) nor more than one hundred and twenty (120) days after the date of filing the petition for rent adjustment.
- D. The park owner and the tenants shall both have the right to request and receive reasonable continuances of the hearing in order to give them sufficient time to retain legal and professional assistance, to evaluate the petition and the information and documentation submitted in support of the petition, and to adequately prepare their support or opposition to the petition.
- E. No hearing shall be continued to a date later than one hundred and twenty (120) days from the date of filing the petition for rent adjustment unless the conduct of the petitioner or other good cause is responsible for the delay.
- F. During the course of the hearing and pre-hearing process, if the Hearing Officer determines that additional information or documentation is needed from the petitioner to effectively evaluate the petition, then the Hearing Officer shall order the petitioner to produce that information or documentation in a sufficient amount of time to be effectively evaluated prior to the hearing. The tenants or park owner shall be entitled to make reasonable requests to the Hearing Officer that the Hearing Officer order the petitioner to produce additional information or documentation that the opposing side needs to reasonably evaluate the petition and to prepare an effective opposition to the petition.
- G. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions.
- H. In the event that either the owner or the tenants or both should fail to appear at the hearing, the Hearing Officer may hear and review such evidence as may be presented and make such decisions just as if both parties had been present or continue the hearing or dismiss the petition for rent adjustment.
- I. Materials received by the Hearing Officer in conjunction with a petition for rent adjustment shall be maintained in the County Clerk's office and shall be available for review by the public during normal working hours.

(Ord. 4188, 9/23/03)

1.30.070 Standard of review.

It shall be presumed that the application of section 1.30.030 of this chapter to the rents as of the base year date, July 1, 2003, results in a fair rate of return. This presumption can be overcome by a mobilehome park owner demonstrating that a larger increase is needed to achieve a fair return on the park owner's investment, such that the net operating income achieved by the park during the twelve-month period preceding the base year date, with an appropriate allowance for inflation and properly amortized new capital improvements, is maintained. Changes in ownership of the park after the effective date of this chapter shall not entitle any succeeding park owner to higher rents than would have been paid if the original owner had remained the park owner.

Should it be determined that the base year's net operating income yielded other than a fair return on investment, the base year's net operating income may be adjusted accordingly. In order to make such a determination, the Hearing Officer must make at least one of the following findings:

- (1) The mobilehome park's operating and maintenance expenses in the base year were unusually higher or lower in comparison to other years. In such instances, adjustments may be made in calculating such expenses so the base year's operating expenses reflect average expenses for the mobilehome park over a reasonable amount of time.
- (2) The rent on the base year date was disproportionate in comparison to other years. In such instances, adjustments may be made in calculating such rents so the base year's rents reflect average rents for the mobilehome park owner over a reasonable amount of time, adjusted by 75% of the CPI increase to the base year date.

(Ord. 4188, 9/23/03)

1.30.080 Decision of the Hearing Officer.

- A. The Hearing Officer shall adopt findings and a decision no later than thirty (30) days after the conclusion of the hearing on any petition. All parties shall be sent a copy of the findings and decision.
- B. Based on his or her findings, the Hearing Officer shall deny the rent adjustment requested in the petition, grant the request, or set the rent adjustment at an amount less than requested.
- C. The action of the Hearing Officer shall be subject to judicial review pursuant to Code of Civil Procedure section 1094.5.

(Ord. 4188, 9/23/03)

1.30.090 Tenant's right of refusal.

A tenant may refuse to pay any increase in rent which is in violation of this chapter. Such refusal to pay shall be a defense in any action brought to recover possession of a mobilehome space or to collect the rent increase.

(Ord. 4188, 9/23/03)

1.30.100 Prospective buyer protection.

It is unlawful for any mobilehome park owner or manager to directly or indirectly require any homeowner or prospective homeowner to sign a rental agreement with a term in excess of twelve (12) months as a condition of residence in the mobilehome park. The provisions of this chapter (section 1.30.010, et seq.) shall be posted in the rental office of all mobilehome parks and the material terms of the chapter included in all mobilehome park rental

agreements in the language in which the rental agreement is negotiated. The Director of the Department of Housing shall prepare and make available to all mobilehome park owners and tenants a document setting forth the material terms of this chapter, and the posting of the text of such document and inclusion of the text of such document (or appropriate translation of the terms of the document) shall constitute compliance with this section.

(Ord. 4188, 9/23/03)

(Ord. No. 04753, § 4, 1-5-2016)

1.30.110 Exemption.

A one time increase in rent exceeding the maximum rent increase specified in section 1.30.030 shall be allowed without complying with the requirements of this chapter under the following circumstances:

- A. The proposed increase in rents are proposed in connection with the sale of the mobilehome park to a non-profit corporation.
- B. The proposed increase in rents are necessary to secure financing for purchase of the park through the issuance of revenue bonds in accordance with chapter 5 of division 31 of the California Health and Safety Code, relating to the financing of multifamily rental housing, including mobilehome parks.
- C. A written petition or petitions are submitted by a minimum of two-thirds (2/3) of the mobilehome tenants indicating support for the increase in rents.

An exemption under this section shall only be effective upon written acknowledgement of the San Mateo County Environmental Services Agency Director, issued after submission of documentation establishing the conditions for an exemption as specified above. Any rent increase under this section may only be imposed if the proposed sale is concluded.

(Ord. 4209, 4/20/04)

1.30.120 Severability.

If any provision of this chapter or application thereof to any person or circumstances is held invalid, this invalidity shall not affect other provisions or applications of this chapter which can be given effect without the invalid provision or application, and to this end, the provisions of this chapter are declared to be severable. This chapter shall be liberally construed to achieve the purposes of this chapter and to preserve its validity.

(Ord. 4188, 9/23/03; Ord. 4209, 4/20/04)

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **October 3, 2023**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: Maz Bozorginia, Public Works Director/City Engineer
Denice Hutten, Associate Engineer

TITLE: **AWARD OF CONSTRUCTION CONTRACT FOR EMERGENCY SEYMOUR OUTFALL REPAIRS**

RECOMMENDATION:

Adopt a resolution authorizing the City Manager to execute a construction contract for emergency Seymour Outfall repairs with Cazadoro Construction, Inc. of San Francisco, California in the amount of \$223,215 and approve an additional contingency amount of 10 percent of the contract award amount (\$22,000) for a total emergency fund of \$245,215 for the emergency repair.

(Note: a 4/5 vote is required for this action)

FISCAL IMPACT:

The proposed work is necessary to complete emergency repairs of the Seymour Outfall in advance of the coming rainy season. The FY 2023-24 Capital Improvement Program includes funding the Seymour Watercourse Erosion and Coastal Stabilization Project CIP (0608) and has sufficient balance to cover the emergency work. This emergency repair is on the City's disaster recovery list with FEMA and CalOES. Staff continues to seek reimbursement for storm related costs including restoration funding.

STRATEGIC ELEMENT:

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

BACKGROUND:

The Seymour Watercourse and Outfall is a man-made drainage feature located directly west of the westerly terminus of Seymour Street and approximately 1,000 feet south of the City's Poplar Beach parking lot. Between Seymour Watercourse and the parking lot is the closed San Mateo County Landfill which is owned and managed by the County. The bluffs in this area have been eroding for many years and are particularly vulnerable to erosion during high volume

storm events. In 2017, the City designed and solicited bids for a repair project to address damage along the watercourse. Cazadoro Construction, Inc. was selected as the lowest responsible bidder and completed the improvements on time and under budget. The improvements were monitored over the last several years and had been functioning well until the 2022/23 winter storms.

After completion of the 2017 project, the City met several times with local property owners and stakeholders to discuss a long-term solution which included upstream watershed management and stormwater retention. After some preliminary habitat restoration analysis by the Resource Conservation District (RCD) and the Army Corps of Engineers (ACOE), the project was paused in the beginning of 2020. Additionally, the scope from RCD and ACOE did not consider any upstream stormwater detention, and therefore had a limited benefit to managing high-volume precipitation/flows.

With the 2022/23 winter storms amount of rainfall and prolonged duration, there was significant damage to the outfall as well as many other areas around the City, County and State, triggering the Governor to declare a state of emergency. The high velocity of the stormwater flows coupled with saturated ground conditions and high winds created a condition that increased the erosion. Especially with the high winds, large trees that had previously supported the bluff edge with their root systems failed, causing trees to fall into the lower portion of the channel taking large portions of the bluff with them.

On August 15, 2023, the City Council authorized the City Manager to execute a Professional Services Agreement with NCE to develop a design to protect the damaged outfall and watercourse, secure emergency environmental permitting for construction, and provide construction support for a Fall 2023 emergency construction project.

Once given the notice to proceed, NCE worked closely with City staff to conceptualize and develop construction plans for the emergency outfall repair. On September 18th, NCE submitted emergency permit applications, along with 90% complete construction plans, to the jurisdictional agencies—Army Corps of Engineers, State Water Resources Control Board and the Department of Fish and Wildlife. On September 26th, the Army Corps of Engineers, as leading agency, approved the emergency permit allowing the project to move forward. An Emergency Coastal Development Permit (CDP) is in process and anticipated to be issued on Friday, September 29, 2023.

DISCUSSION:

Emergency erosion stabilization is required at the outfall to protect the California Coastal Trail including the Seymour Multimodal Bridge. Additionally, stabilization will benefit other areas including public and non-profit owned open space areas and portions of the closed San Mateo County Landfill. Because of the limited weather window of opportunity, staff is recommending a streamlined approach to the contracting and material sourcing to meet the project schedule.

On September 25, City staff, NCE and Cazadoro Construction met at the project site to discuss the construction plans, construction access and methods, inventory of available materials and job sequence. Cazadoro was identified and contacted due to their overall experience and prior work at the job site. Cazadoro indicated their availability to perform the emergency construction work on a tight timeline which made this possible.

Pursuant to Section 22050 of the Public Contract Code, the City Council can waive the requirement for competitive bidding in case of emergency to facilitate a timely necessary repair. The attached resolution finds that there is insufficient time to competitively bid the project, and that immediate action is needed to respond to the emergency. Section 22050 does require a 4/5 vote to authorize this contract.

Time schedules to complete design and obtain environmental permitting did not allow for competitive bidding and still complete construction prior to onset of winter weather. On September 26, 2023, Cazadoro provided a construction cost estimate included in this report. Staff has reviewed the construction cost proposal and finds it to be reasonable.

While the emergency design addresses damage from the 2022/23 storms, these repairs are temporary. The watercourse, in its present configuration and condition, simply cannot convey the storm water flows generated in the watershed during high volume storm events.

Similarly, the Army Corps emergency permit is issued with the following conditions:

1. City to provide more information for a permanent solution within 12 months of emergency permit approval.
2. City to coordinate an interagency meeting with key stakeholders for April 2024. The purpose of the meeting is to discuss the permanent solution and feasibility options moving forward.
3. The Water Board would like to see an Alternatives Analysis for different design pathways towards a permanent solution.

A renewed sense of urgency has been reached by the local stakeholders and the City will need to continue to engage with them to seek a solution as well as identifying funding sources.

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a construction contract for the Emergency Seymour Outfall Repairs to Cazadoro Construction, Inc. of San Francisco, California in the amount of \$223,215 and approve an additional contingency amount of 10 percent of the contract award amount (\$22,000) for a total project fund of \$245,215 for the emergency repair of the Seymour Outfall prior to the 2023/24 rainy season. As indicated previously, under Section 22050 of the Public Contract code, the action requested requires a 4/5 vote of the City Council and requires review of the continuing emergency at the Council's next regular meeting until construction is complete.

ATTACHMENTS:

1. Resolution

2. Draft Construction Plans
3. Construction Cost Proposal

RESOLUTION NO. C-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT FOR THE EMERGENCY SEYMOUR OUTFALL REPAIR WITH CAZADORO CONSTRUCTION, INC. IN THE AMOUNT OF \$225,215 AND APPROVE AN ADDITIONAL CONTINGENCY AMOUNT OF 10 PERCENT OF THE CONTRACT AWARD AMOUNT (\$22,000) FOR A TOTAL EMERGENCY FUND OF \$245,215 FOR THE EMERGENCY REPAIR

WHEREAS, between December 31, 2022, and March 25, 2023, Half Moon Bay experienced periods of heavy rainfall, flooding, and bluff erosion citywide caused by several atmospheric river events; and

WHEREAS, on January 1, 2023, the Director of Emergency Services (Half Moon Bay City Manager) proclaimed a Local Emergency related to the Severe Storm Events / Local Flooding which was ratified by the City Council by resolution on January 4, 2023; and

WHEREAS, a field assessment of conditions at the Seymour Outfall found significantly accelerated erosion in the form of channel incision, resuscitated and rapidly migrating channel headcut, destabilized banks in the upper channel and new toppling of block failures in the vertical walls of the lower channel; and

WHEREAS, immediate repair of the erosion damage is necessary to stabilize the outfall prior to the 2023/24 storm season in an effort to prevent further erosion damage to near-by infrastructure including the California Coastal Trail, the Seymour Pedestrian Bridge, and the San Mateo County landfill; and

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

1. Finds that the damage to the Seymour Outfall is an emergency condition for the City; and
2. Pursuant to Section 22050 of the Public Contract Code, the Council finds that the requirement for competitive bidding must be waived to facilitate the timely necessary repairs to the Seymour Outfall; and
3. Authorizes the City Manager to execute a construction contract for the Emergency Seymour Outfall Repairs to Cazadoro Construction, Inc. of San Francisco, California, in the amount of \$223,215; and
4. Approves an additional contingency amount of \$22,000 for a total project fund of \$245,215 for the emergency repair of the Seymour Outfall.

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 3rd day of October 2023 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

Deborah Penrose, Mayor

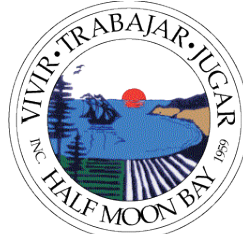
CITY OF HALF MOON BAY SEYMOUR OUTFALL EMERGENCY REPAIR PROJECT

NCE
1003 West Cutting Boulevard, Suite 110
Pt. Richmond, CA 94804
(510) 215-3620



SEYMOUR OUTFALL EMERGENCY REPAIR PROJECT

OWNER



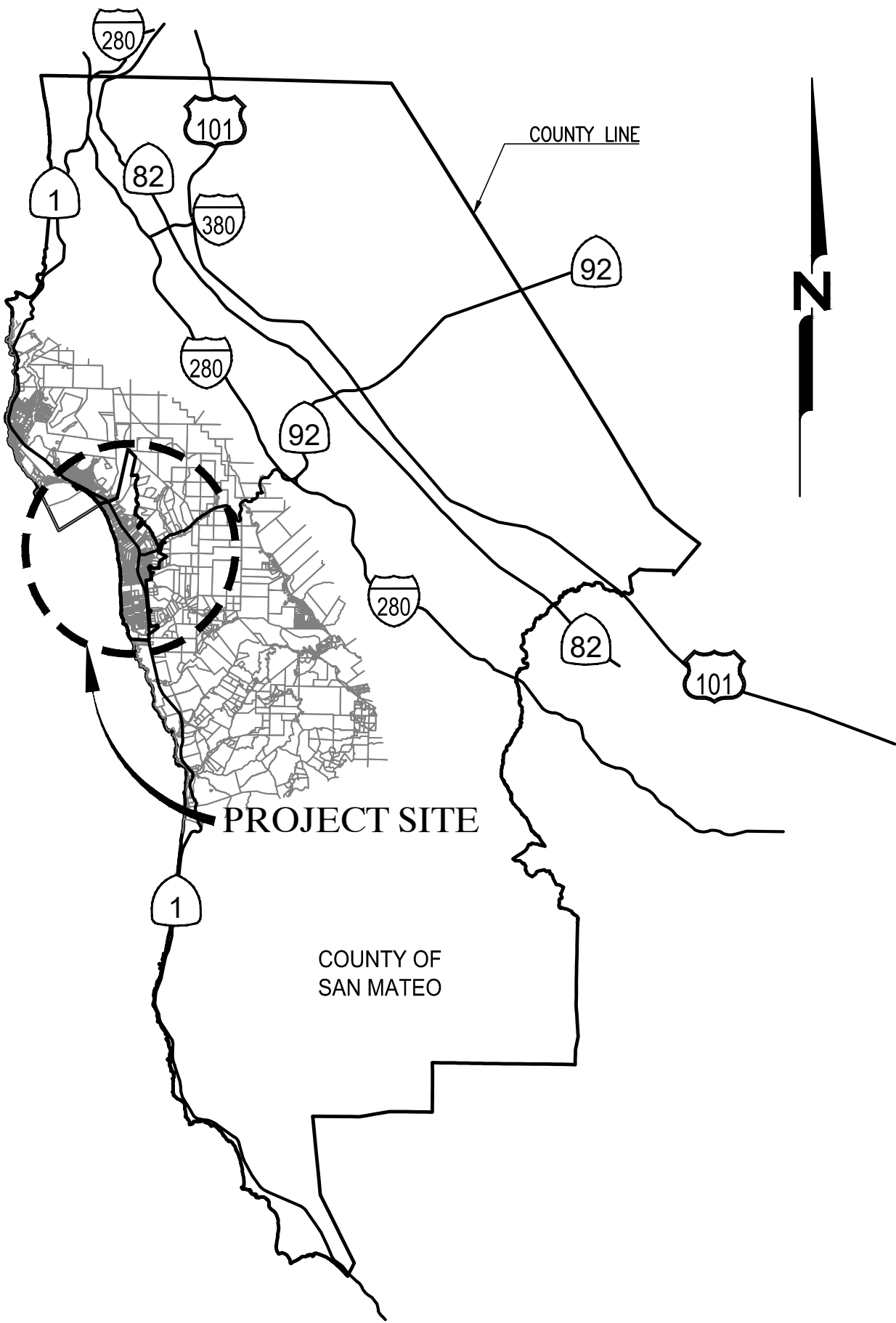
501 MAIN STREET
HALF MOON BAY
CA 94019

NO.	DATE	DESCRIPTION	CITY ENGINEER

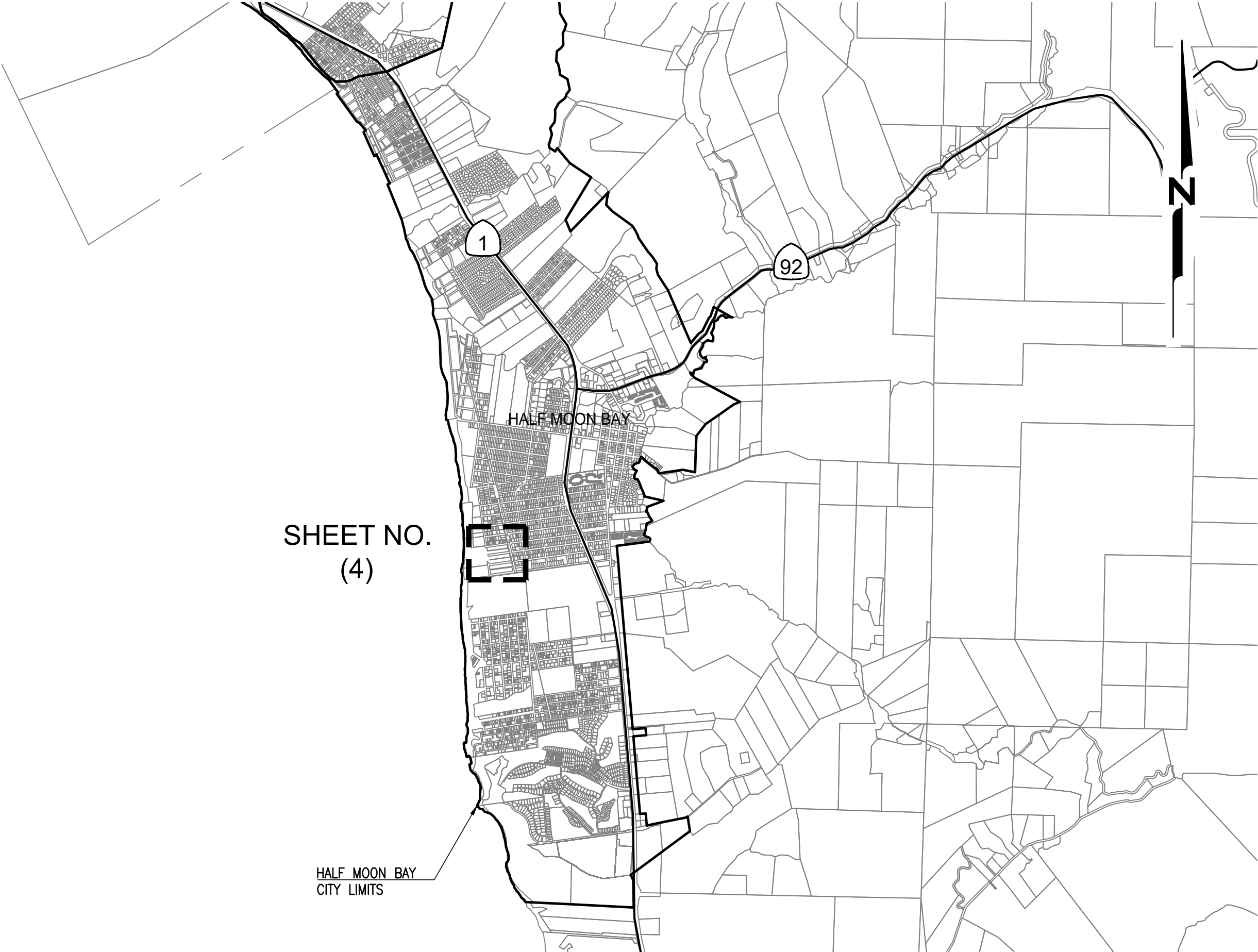
PROJECT NO:	561.15.55
DESIGNED BY:	MG
DRAWN BY:	MG
CHECKED BY:	DATE:
DATE:	09/17/2023

This drawing is the property of NCE, including all patented and patentable features, and/or confidential information and its use is conditioned upon the user's agreement not to reproduce the drawing, in whole or part, nor the material described thereon, nor the use of the drawing for any purpose other than specifically permitted in writing by NCE.

SHEET TITLE
TITLE SHEET
DRAWING
G1
SHEET 1 OF 8



VICINITY MAP
NOT TO SCALE



LOCATION MAP
NOT TO SCALE

SHEET INDEX		
SHEET NO.	DRAWING	SHEET TITLE
1	G1	TITLE SHEET
2	G2	NOTES, LEGENDS, AND ABBREVIATIONS
3	G3	CONSTRUCTION MANAGEMENT BEST PRACTICES
4	C1	PROJECT SITE AND STAGING AREA
5	C2	SEYMOUR DITCH LAYOUT 1
6	C3	SEYMOUR DITCH LAYOUT 2
7	D1	DETAILS 1
8	D2	DETAILS 2

PREPARED UNDER
THE DIRECTION OF:
FRANZ HAIDINGER, P.E.
ENGINEERING MANAGER, NCE
XX/XX/2023
DATE

REVIEWED BY:
XXXXXXXXX
XXXXXXXXX
XX/XX/2023
DATE

APPROVED BY:
DENICE HUTTEN, P.E.
ACTING CITY ENGINEER, CITY OF HALF MOON BAY
DATE

PRELIMINARY
FOR REVIEW
NOT FOR CONSTRUCTION
DATE: 09/17/2023



Know what's below.
Call before you dig.

File: C:\Users\WJGons\Desktop\Seymour Ditch Local\CAO\Sheets\01_01 - Title NA.dwg | Layout: 02 | Printed Sep 17, 2023 @ 9:10am | ID:MS24.2s (LWS Tech)

GENERAL NOTES

1. ALL DRAWINGS AND SPECIFICATIONS ARE CONSIDERED PART OF THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEW AND COORDINATION OF ALL DRAWINGS AND SPECIFICATIONS PRIOR TO START OF CONSTRUCTION. ANY DISCREPANCIES THAT OCCUR SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE START OF CONSTRUCTION SO THAT A CLARIFICATION MAY BE ISSUED. WORK NOT CONFORMING TO THE CONTRACT DOCUMENTS SHALL BE CORRECTED BY THE CONTRACTOR AT NO EXPENSE TO THE CITY.
2. SPECIFIC NOTES AND DETAILS TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS.
3. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY LOCATIONS, ELEVATIONS, ETC. OF EXISTING FACILITIES AND TO IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY FIELD CONFLICTS.
4. ALL MATERIALS AND WORKMANSHIP SHALL FULLY CONFORM WITH THE SPECIFICATIONS, STANDARDS, AND ORDINANCES OF THE CITY OF HALF MOON BAY, THE LATEST COUNTY OF SAN MATEO PUBLIC WORKS STANDARD PLANS, AND THE 2015 CALTRANS STANDARD SPECIFICATIONS (DATED SEPTEMBER 2, 2016), UNLESS OTHERWISE NOTED. STANDARD PLANS ARE AVAILABLE AT THE OFFICE OF THE ENGINEER.
5. CONTRACTOR SHALL MEET WITH CITY PRIOR TO START OF CONSTRUCTION. 48 HOURS NOTICE TO THE ENGINEER IS REQUIRED ON ALL INSPECTIONS.
6. CONTRACTOR IS RESPONSIBLE TO MAKE ALL ARRANGEMENTS FOR SITE INSPECTIONS AND ENSURE THAT ALL CURRENT STANDARDS FOR THE CITY, COUNTY OF SAN MATEO, AND CALTRANS ARE FOLLOWED PRIOR TO BEGINNING ANY PHASE OF CONSTRUCTION WORK.
7. CONTRACTOR SHALL VERIFY DIMENSIONS PRIOR TO START OF CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES OR INCONSISTENCIES.
8. CONSTRUCTION SHALL BE LIMITED TO BETWEEN THE HOURS OF 7:00 A.M. AND 5:00 P.M., MONDAY THROUGH FRIDAY AND INSPECTION REQUESTS SHALL BE LIMITED TO NORMAL CITY BUSINESS HOURS: 7:00 A.M. TO 5:00 P.M., MONDAY THROUGH FRIDAY. ARRANGEMENTS FOR ANY OVERTIME INSPECTION SERVICES AND PAYMENTS OF FEES FOR SAME SHOULD BE MADE 48 HOURS IN ADVANCE AND ARE SUBJECT TO INSPECTION AVAILABILITY AND APPROVAL BY THE ENGINEER.
9. IT IS THE CONTRACTOR'S RESPONSIBILITY TO SEE TO IT THAT ALL MATERIAL TESTING REQUIRED BY THE ENGINEER AND QUALITY CONTROL TESTING, PER THE TECHNICAL SPECIFICATIONS, IS PERFORMED. ENGINEER WILL ONLY PERFORM QUALITY ASSURANCE TESTING IF NEEDED.
10. DUST CONTROL DURING ALL PHASES OF CONSTRUCTION IS THE RESPONSIBILITY OF THE CONTRACTOR. IT IS ALSO THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN GOOD HOUSEKEEPING WITHIN THE CONSTRUCTION AREA AND STAGING AREA.
11. WATER FOR DUST CONTROL AND USE FOR COMPACTION MAY BE PURCHASED FROM COASTSIDE COUNTY WATER DEPARTMENT (650) 726-4405, PRIOR TO THE START OF ANY WORK, AND IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PAY FOR ANY FEES OR DEPOSITS.
12. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT FOR APPROVAL THE PROPOSED ROUTE(S) FOR ALL CONSTRUCTION TRAFFIC RELATED TO THE PROJECT SITE. UPON APPROVAL, THE CONTRACTOR SHALL STRICTLY ADHERE TO THAT ROUTE(S) ONLY, UNLESS WRITTEN PERMISSION IS OBTAINED TO CHANGE THE ROUTE(S). IN ADDITION TO THE CONTRACTOR'S PROPOSED ROUTE(S), A SITE SPECIFIC DETOUR PLAN SHALL BE SUBMITTED FOR APPROVAL BY THE ENGINEER.
13. THE CONTRACTOR SHALL MAINTAIN ACCESS TO POPLAR STREET PARKING LOT AND THE BEACH ADJACENT TO THE PARKING LOT THROUGHOUT THE LIFE OF THE CONTRACT AS SPECIFIED IN THE TECHNICAL SPECIFICATIONS.
14. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONFIRM THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES.
15. CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICES ALERT (U.S.A.) 800-227-2600 (OR DIAL 811), A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO START OF ANY EXCAVATION OR DEMOLITION OF IMPROVEMENTS, SO THAT LINES CAN BE MARKED. CONTRACTOR SHALL EXERCISE CARE DURING EXCAVATION OR DEMOLITION, PARTICULARLY IN LOCATIONS WITH UTILITIES THAT WILL REMAIN IN SERVICE.
16. ANY DAMAGE TO THE EXISTING FACILITIES INCLUDING TREES, LANDSCAPING, IRRIGATION, FENCES, WALLS, SIDEWALK, MAILBOXES, UTILITIES, AND OTHER PAVEMENT SURFACES SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE. CONTRACTOR SHALL RESTORE ANY AND ALL PAVEMENT AND OTHER FACILITIES OUTSIDE LIMITS OF WORK AFFECTED BY THE CONSTRUCTION OPERATIONS AT NO ADDITIONAL COST. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VIDEOTAPE OR DOCUMENT EXISTING CONDITIONS PRIOR TO START OF WORK TO SUBSTANTIATE ANY PREVIOUS DAMAGE, ETC.; COPIES OF WHICH SHALL BE PROVIDED TO THE ENGINEER.
17. THERE ARE NUMEROUS TREES IN AND IMMEDIATELY AROUND SEYMOUR DITCH (NOT SHOWN ON PLANS). THE CONTRACTOR IS RESPONSIBLE FOR CONFIRMING ANY ACCESS OR CONSTRUCTION ACTIVITY CONFLICTS WITH EXISTING TREES AND SHALL ADEQUATELY ACCOUNT FOR ANY CONFLICTS IN THIS BID.
18. TREES ALONG SEYMOUR DITCH ARE CONSIDERED "HERITAGE TREES" IN ACCORDANCE WITH CITY OF HALF MOON BAY PLANNING DEPARTMENT POLICY. IF NECESSARY, TREE PRUNING REQUIRES A "HERITAGE TREE" PRUNING PERMIT. TREES REMOVED BY THE CONTRACTOR SHALL BE REPLACED ON A ONE-TO-ONE BASIS WITH A 24" BOX TREE PLANTED AT THE SITE FROM A CITY-APPROVED LIST OF TREE SPECIES. THE LIST OF APPROVED ARBORISTS OR NURSERIES MAY BE FOUND BY CONTACTING THE PLANNING DEPARTMENT AT 650-726-8250.
19. IT IS THE CONTRACTORS RESPONSIBILITY TO SECURE THEIR WORK AREA.
20. THE PEDESTRIAN BRIDGE CROSSING SEYMOUR DITCH IS RATED FOR AN AASHTO H-5 LOADING (10,000 LB MAX GROSS VEHICLE WEIGHT). THE CONTRACTOR SHALL NOT OVERLOAD THE BRIDGE CAPACITY. ANY DAMAGE TO THE BRIDGE AS A RESULT OF CONSTRUCTION ACTIVITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
21. SURVEY MONUMENTS SHALL ONLY BE RESET BY A REGISTERED CIVIL ENGINEER OR LICENSED LAND SURVEYOR AT THE DIRECTION OF THE ENGINEER.
22. TRAFFIC CONTROL DURING CONSTRUCTION SHALL BE THE CONTRACTOR'S RESPONSIBILITY AND IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAGMEN, AND OTHER DEVICES TO PROVIDE FOR SAFE PASSAGE OF PUBLIC VEHICULAR AND PEDESTRIAN TRAFFIC IN ACCORDANCE WITH CA MUTCD.
23. CONTRACTOR SHALL POSSESS A VALID CLASS 'A' LICENSE AT THE TIME OF AWARD OF THE CONTRACT.
24. CONTRACTOR SHALL PROVIDE THE ENGINEER WITH A 3 WEEK LOOK AHEAD SCHEDULE AT WEEKLY MEETINGS; AND DAILY SCHEDULE OF PLANNED WORK A MINIMUM OF 24 HOURS IN ADVANCE FOR BASE REPAIR WORK.

LEGEND – CIVIL DESIGN SHEETS

PROPOSED FEATURES

	CONTOUR MAJOR (10' INTERVALS)
	CONTOUR MINOR (2' INTERVALS)
	LIMIT OF ACCESS
	APPROX LIMIT OF BOULDERS
	TOP OF BOULDER CHUTE
	BOTTOM OF BOULDER CHUTE
	CONSTRUCTION FENCING
	CONSTRUCTION ACCESS
	CONSTRUCTION STAGING AREA
	BOULDERS / COBBLES

EXISTING FEATURES

	CONTOUR MAJOR (10' INTERVALS)
	CONTOUR MINOR (2' INTERVALS)
	ASPA LT TRAIL
	GRAVEL TRAIL
	TOP OF SLOPE
	BOTTOM OF SLOPE
	EDGE OF PAVEMENT
	TREE CANOPY
	SANITARY SEWER CLEAN OUT
	STORM DRAIN MANHOLE
	STORM DRAIN INLET
	TELECOMMUNICATION MANHOLE
	WATER METER
	WATER VALVE
	FIRE HYDRANT
	GAS VALVE
	MONITORING WELL
	SURVEY MONUMENT
	CONTROL POINT
	SANITARY SEWER MANHOLE
	ELECTROLIER/STREET LIGHT
	UTILITY POLE
	TRAFFIC SIGNAL BOX
	MAIL BOX
	SIGN

- 1
D1
- DETAIL IDENTIFICATION NUMBER
- DRAWING NUMBER ON WHICH DETAIL IS DRAWN

ABBREVIATIONS

NOT ALL ABBREVIATIONS LISTED ARE USED IN THESE PLANS			
AB	AGGREGATE BASE	MH	MANHOLE
AC	ASPHALT CONCRETE	MAX	MAXIMUM
⊕	AT	MOD	MAXIMUM DRY DENSITY
APPROX.	APPROXIMATE	MIN	MINIMUM
AVG.	AVERAGE	MISC	MISCELLANEOUS
		MON	MONUMENT
BMP	BEST MANAGEMENT PRACTICES	MUTCD	MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
CA	CALIFORNIA	N	NORTH
CATV	CABLE/TELEVISION	(N)	NEW
C&G	CURB AND GUTTER	N/O	NORTH OF
CB	CATCH BASIN	NIC	NOT IN CONTRACT
CF	CUBIC FEET	N.T.S.	NOT TO SCALE
CIR	COLD IN-PLACE RECYCLING	# OR NO.	NUMBER
CL	CENTERLINE		
CLR	CLEAR	O.C.	ON CENTER
COMM	COMMUNICATION	O.D.	OUTER DIAMETER
CONC	CONCRETE	OPP	OPPOSITE
CONST	CONSTRUCT		
CY	CUBIC YARD		
* OR DEG	DEGREE(S)	±	PLUS OR MINUS
DI	DROP INLET	PT.	POINT
⌀ OR DIA.	DIAMETER	PCC	PORTLAND CEMENT CONCRETE
DIR.	DIRECTION	PVMT	PAVEMENT
DWG	DRAWING	PSI	POUNDS PER SQUARE INCH
DWS	DETECTABLE WARNING SURFACE	PL	PROPERTY LINE
DW, DWY	DRIVEWAY	(P)	PROPOSED
E	EAST	R	RADIUS
EA	EACH	RC	RELATIVE COMPACTION
EB	EASTBOUND	RHMA	RUBBERIZED HOT MIX ASPHALT
EG	EXISTING GRADE	ROW	RIGHT-OF-WAY
ELEC	ELECTRIC	S	SLOPE, SOUTH
EDG	EDGE OF PAVEMENT	SAMI-R	STRESS ABSORBING MEMBRANE
EL	ELEVATION		INTERLAYERS (RUBBERIZED)
(E)	EXISTING	SD	STORM DRAIN
ES	EDGE OF SHOULDER	SDMH	STORM DRAIN MANHOLE
		SF	SQUARE FOOT/FEET
FS	FINISH GRADE	SSMH	SANITARY SEWER MANHOLE
FTC	FRONT FACE CURB	SSCO	SANITARY SEWER CLEAN OUT
FL	FLOWLINE	STD	STANDARD
FT or ' "	FOOT, FEET	STA	STATION
		SW	SIDEWALK
		SY	SQUARE YARD
G	GAS	TBX	TELECOMMUNICATIONS BOX
GV	GATE VALVE	TC	TOP OF CURB
GB	GRADE BREAK	TEMP	TEMPORARY
HMA	HOT MIXED ASPHALT	TP	THERMO-PLASTIC
		TYP	TYPICAL
ID	IDENTIFICATION	U/G	UNDERGROUND
IN. or " "	INCH	VG	VALLEY GUTTER
INT	INTERSECTION		
ISA	INTERNATIONAL SYMBOL OF ACCESSIBILITY		
LEN	LENGTH	W	WATER, WEST
LF	LINEAR FEET	WL	WATERLINE
LS	LUMP SUM	W/	WITH
		WM	WATER METER
		WT	WEIGHT
		WV	WATER VALVE
		WB	WESTBOUND

SURVEY NOTES

1. DRAWING BASE MAP IS BASED ON VARIOUS SOURCES INCLUDING A CROSS SECTION SURVEY OF SEYMOUR DITCH CONDUCTED BY MOUNTAIN PACIFIC SURVEYS IN JUNE 2017 AND UPDATED IN JULY 2023, AERIAL MAPPING OF THE IMMEDIATE WATERSHED SURROUNDING THE DITCH BY STRIX IMAGING IN APRIL 2017, A TOPOGRAPHIC SURVEY OF POPLAR STREET PARKING LOT BY MACLEOD AND ASSOCIATES IN APRIL 2017 AS WELL AS AERIAL ORTHOIMAGERY AVAILABLE AT THE TIME OF DESIGN.
2. THERE ARE NUMEROUS TREES IN AND AROUND SEYMOUR DITCH WHICH WERE NOT COLLECTED AS PART OF THE SURVEY EFFORT AND ARE THEREFORE NOT SHOWN ON THE PLANS.
3. NO ATTEMPTS WERE MADE TO IDENTIFY SUBSURFACE UTILITIES BY NCE OR ITS SURVEYOR.
4. HORIZONTAL DATUM IS BASED UPON THE NAD83 HORIZONTAL DATUM; VERTICAL DATUM IS BASED UPON THE NAVD88 VERTICAL DATUM BASED UPON TIES TO NGS MONUMENTATION.

CONTROL POINTS				
POINT ID	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	1993013.575	5997708.375	66.454	cp magshnr
2	1992994.983	5997462.009	62.721	cp magshnr
602	1993065.606	5998102.821	63.522	twp h&t
834	1993099.658	5998389.633	62.312	twp ht

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DATE: 09/17/2023



1003 West Cutting Boulevard, Suite 110
Pt. Richmond, CA 94804
(510) 215-3620



SEYMOUR OUTFALL
EMERGENCY REPAIR
PROJECT

OWNER



501 MAIN STREET
HALF MOON BAY
CA 94019

NO.	DATE	DESCRIPTION	CITY ENGINEER

PROJECT NO:	561.15.55
DESIGNED BY:	MG
DRAWN BY:	MG
CHECKED BY:	DATE:
DATE:	09/17/2023

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SHEET TITLE

NOTES, LEGEND, AND
ABBREVIATIONS

DRAWING

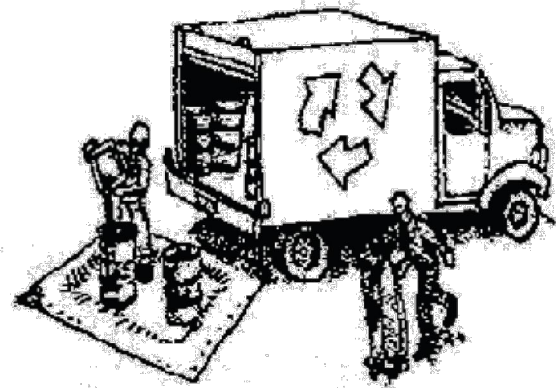
G2

SHEET 2 OF 8

Construction Best Management Practices (BMPs)

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

Materials & Waste Management



Non-Hazardous Materials

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

Hazardous Materials

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

Waste Management

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

Construction Entrances and Perimeter

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

Equipment Management & Spill Control



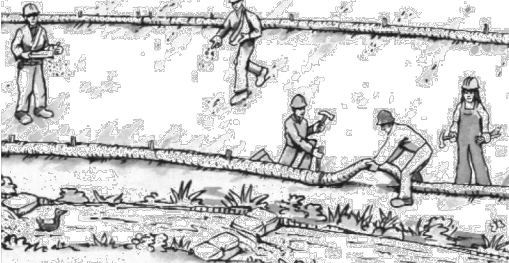
Maintenance and Parking

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

Spill Prevention and Control

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

Earthmoving

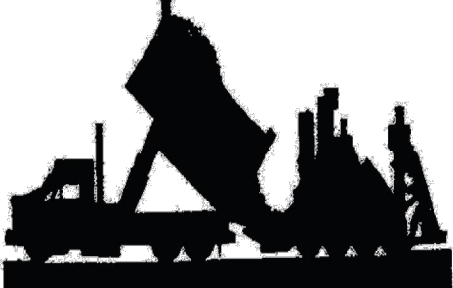


- ❑ Schedule grading and excavation work during dry weather.
- ❑ Stabilize all denuded areas, install and maintain temporary erosion controls (such as erosion control fabric or bonded fiber matrix) until vegetation is established.
- ❑ Remove existing vegetation only when absolutely necessary, and seed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

Contaminated Soils

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

Paving/Asphalt Work



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

Sawcutting & Asphalt/Concrete Removal

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

Concrete, Grout & Mortar Application



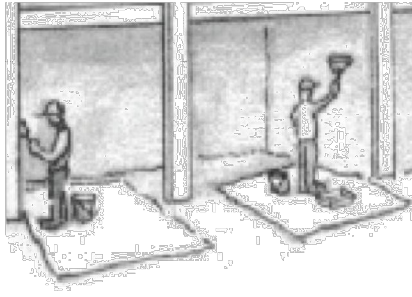
- ❑ Store concrete, grout, and mortar away from storm drains or waterways, and on pallets under cover to protect them from rain, runoff, and wind.
- ❑ Wash out concrete equipment/trucks offsite or in a designated washout area, where the water will flow into a temporary waste pit, and in a manner that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

Landscaping



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

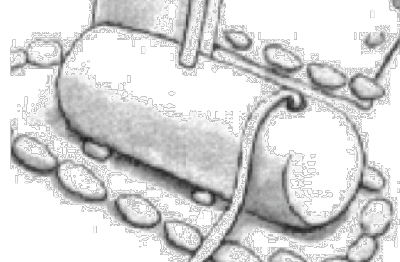
Painting & Paint Removal



Painting Cleanup and Removal

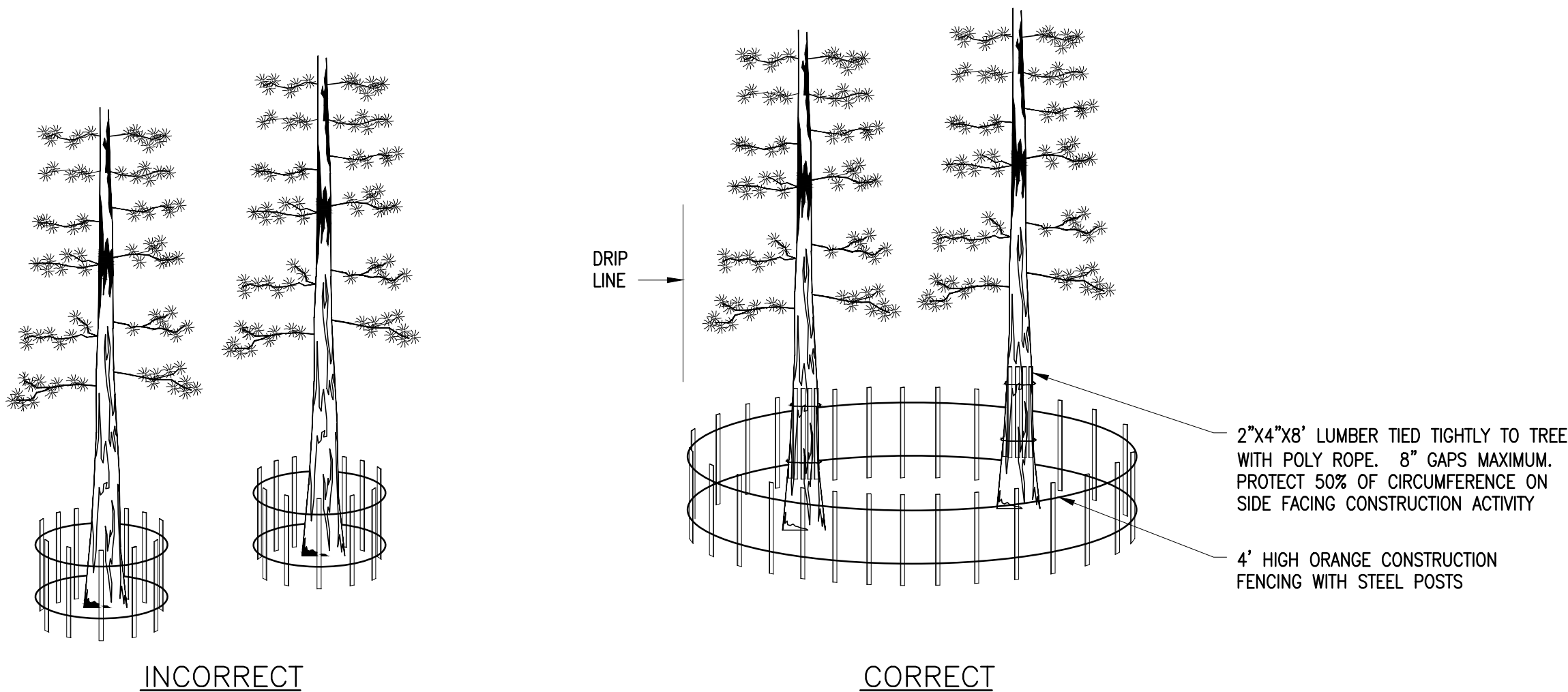
- ❑ Never clean brushes or rinse paint containers into a street, gutter, storm drain, or stream.
- ❑ For water-based paints, paint out brushes to the extent possible, and rinse into a drain that goes to the sanitary sewer. Never pour paint down a storm drain.
- ❑ For oil-based paints, paint out brushes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

Dewatering



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

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



1
G3

TREE PROTECTION FENCING
N.T.S.

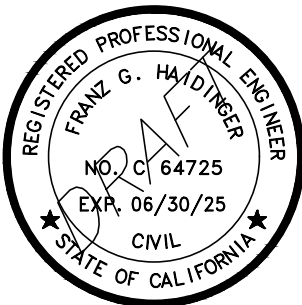
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SEYMOUR OUTFALL EMERGENCY REPAIR PROJECT

OWNER



501 MAIN STREET
HALF MOON BAY
CA 94019

NO.	DATE	DESCRIPTION	CITY ENGINEER

PROJECT NO:	561.15.55
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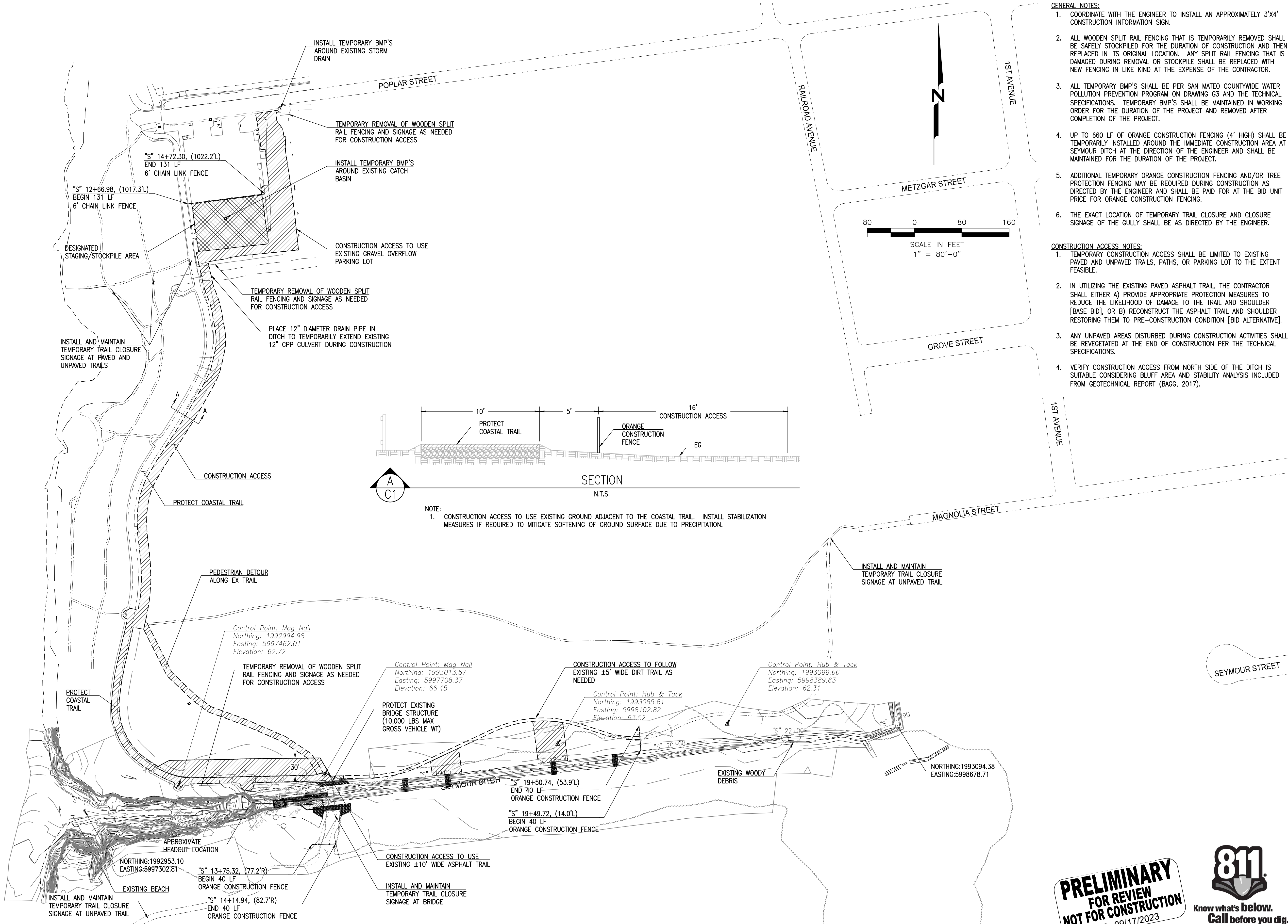
CONSTRUCTION BEST MANAGEMENT PRACTICES

DRAWING

G3

SHEET 3 OF 8

File: C:\Users\WJG\Desktop\Seymour Ditch Local\CAD\Sheets\03 C1 - Project Site and Staging.dwg | Layout: C1 | Printed Sep 17, 2023 @ 9:13am | EDWG 24.2s (LMS Tech)



- GENERAL NOTES:
- COORDINATE WITH THE ENGINEER TO INSTALL AN APPROXIMATELY 3'X4' CONSTRUCTION INFORMATION SIGN.
 - ALL WOODEN SPLIT RAIL FENCING THAT IS TEMPORARILY REMOVED SHALL BE SAFELY STOCKPILED FOR THE DURATION OF CONSTRUCTION AND THEN REPLACED IN ITS ORIGINAL LOCATION. ANY SPLIT RAIL FENCING THAT IS DAMAGED DURING REMOVAL OR STOCKPILE SHALL BE REPLACED WITH NEW FENCING IN LIKE KIND AT THE EXPENSE OF THE CONTRACTOR.
 - ALL TEMPORARY BMP'S SHALL BE PER SAN MATEO COUNTYWIDE WATER POLLUTION PREVENTION PROGRAM ON DRAWING G3 AND THE TECHNICAL SPECIFICATIONS. TEMPORARY BMP'S SHALL BE MAINTAINED IN WORKING ORDER FOR THE DURATION OF THE PROJECT AND REMOVED AFTER COMPLETION OF THE PROJECT.
 - UP TO 660 LF OF ORANGE CONSTRUCTION FENCING (4' HIGH) SHALL BE TEMPORARILY INSTALLED AROUND THE IMMEDIATE CONSTRUCTION AREA AT SEYMOUR DITCH AT THE DIRECTION OF THE ENGINEER AND SHALL BE MAINTAINED FOR THE DURATION OF THE PROJECT.
 - ADDITIONAL TEMPORARY ORANGE CONSTRUCTION FENCING AND/OR TREE PROTECTION FENCING MAY BE REQUIRED DURING CONSTRUCTION AS DIRECTED BY THE ENGINEER AND SHALL BE PAID FOR AT THE BID UNIT PRICE FOR ORANGE CONSTRUCTION FENCING.
 - THE EXACT LOCATION OF TEMPORARY TRAIL CLOSURE AND CLOSURE SIGNAGE OF THE GULLY SHALL BE AS DIRECTED BY THE ENGINEER.

- CONSTRUCTION ACCESS NOTES:
- TEMPORARY CONSTRUCTION ACCESS SHALL BE LIMITED TO EXISTING PAVED AND UNPAVED TRAILS, PATHS, OR PARKING LOT TO THE EXTENT FEASIBLE.
 - IN UTILIZING THE EXISTING PAVED ASPHALT TRAIL, THE CONTRACTOR SHALL EITHER A) PROVIDE APPROPRIATE PROTECTION MEASURES TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE TRAIL AND SHOULDER [BASE BID], OR B) RECONSTRUCT THE ASPHALT TRAIL AND SHOULDER RESTORING THEM TO PRE-CONSTRUCTION CONDITION [BID ALTERNATIVE].
 - ANY UNPAVED AREAS DISTURBED DURING CONSTRUCTION ACTIVITIES SHALL BE REVEGETATED AT THE END OF CONSTRUCTION PER THE TECHNICAL SPECIFICATIONS.
 - VERIFY CONSTRUCTION ACCESS FROM NORTH SIDE OF THE DITCH IS SUITABLE CONSIDERING BLUFF AREA AND STABILITY ANALYSIS INCLUDED FROM GEOTECHNICAL REPORT (BAGG, 2017).

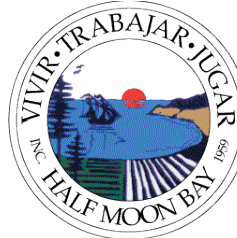


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Pt. Richmond, CA 94804
(510) 215-3620



SEYMOUR OUTFALL
EMERGENCY REPAIR
PROJECT

OWNER



501 MAIN STREET
HALF MOON BAY
CA 94019

NO.	DATE	DESCRIPTION	CITY ENGINEER

PROJECT NO:	561.15.55
DESIGNED BY:	MG
DRAWN BY:	MG
CHECKED BY:	DATE:
DATE:	09/17/2023

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SHEET TITLE

PROJECT SITE AND
STAGING AREA

DRAWING

C1

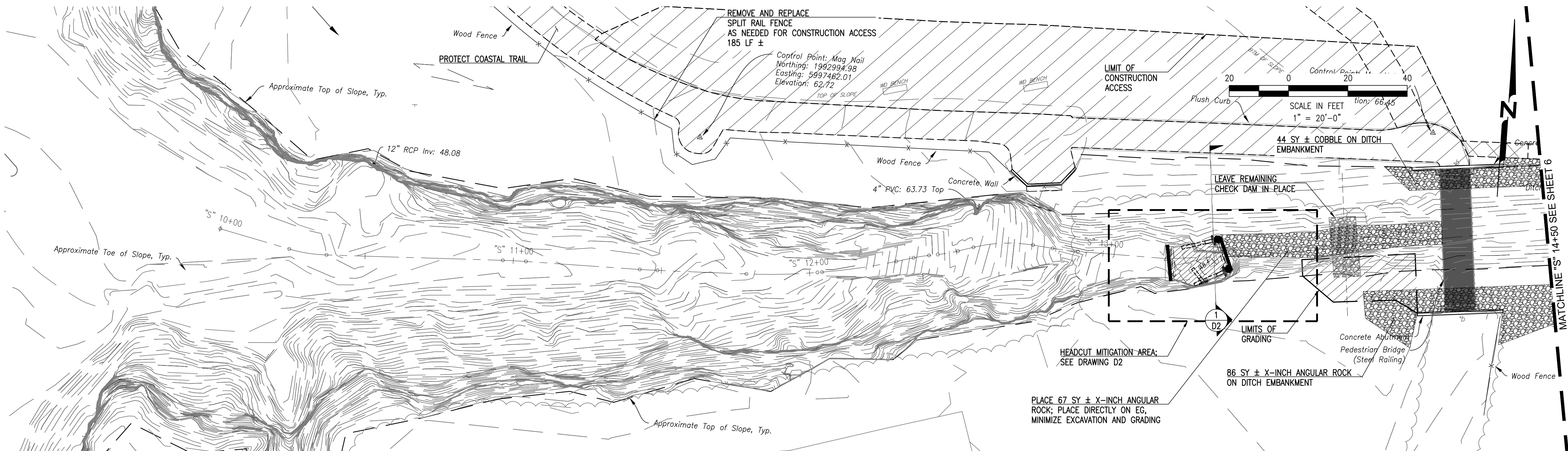
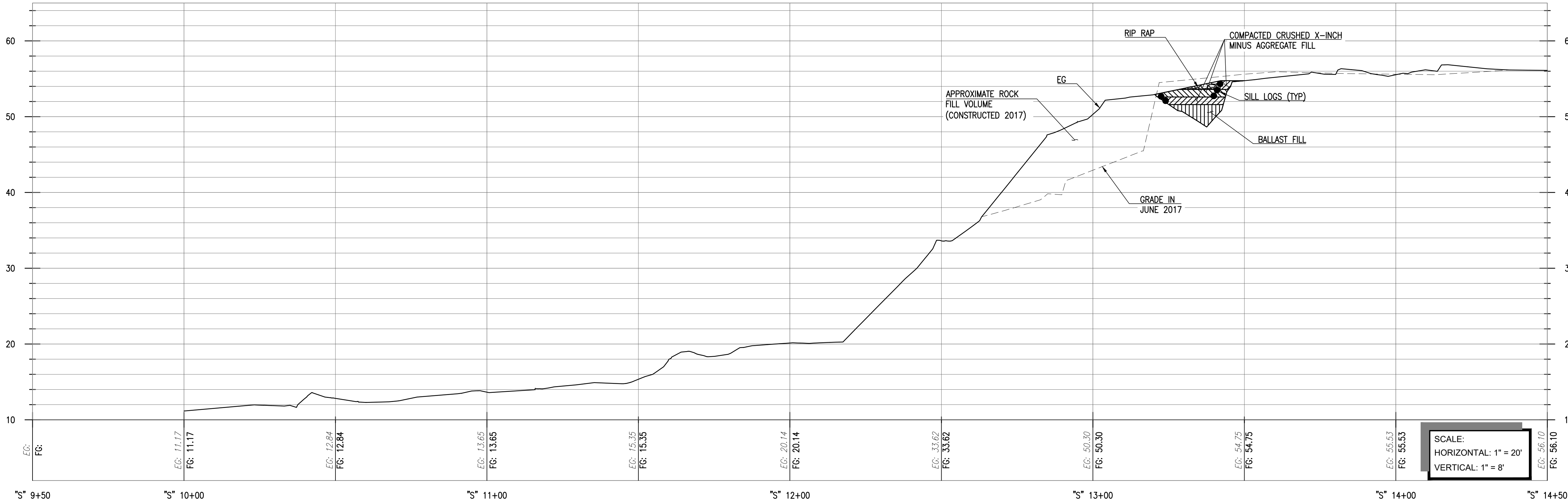
SHEET 4 OF 8

PRELIMINARY
FOR REVIEW
NOT FOR CONSTRUCTION
DATE: 09/17/2023



Know what's below.
Call before you dig.

File: C:\Users\WJG\OneDrive\Desktop\Seymour Ditch Layout\CAO\Sheets\04_C2 - Layout.dwg | ID: MG-24-26 (MS Tech) | Printed Sep 17, 2023 @ 9:15pm



- NOTES:
- ALL CONTOUR DATA AND GRADE BREAKS SHOWN ARE APPROXIMATE IN NATURE AND MAY NOT BE TRULY REPRESENTATIVE OF DITCH TOPOGRAPHY DUE TO SEVERE EROSION IN THE DITCH. CONTRACTOR SHALL VERIFY SITE CONDITIONS PRIOR TO BIDDING AND STARTING CONSTRUCTION.
 - CHECK DAM PLACEMENT ALONG THE DITCH DEPICTED ON THESE PLANS ARE THE RECOMMENDED LOCATION, BUT MAY BE RELOCATED IF CONSTRUCTION OBSTACLES SUCH AS LARGE TREES ARE ENCOUNTERED. CONTRACTOR TO DETERMINE FINAL PLACEMENT OF CHECK DAMS WITH THE APPROVAL OF THE ENGINEER.
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LEGEND

ANGULAR ROCK

PRELIMINARY
FOR REVIEW
NOT FOR CONSTRUCTION
DATE: 09/17/2023



NCE
1003 West Cutting Boulevard, Suite 110
Pt. Richmond, CA 94804
(510) 215-3620



**SEYMOUR OUTFALL
EMERGENCY REPAIR
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**501 MAIN STREET
HALF MOON BAY
CA 94019**

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SHEET TITLE

**SEYMOUR DITCH
LAYOUT 1**

DRAWING

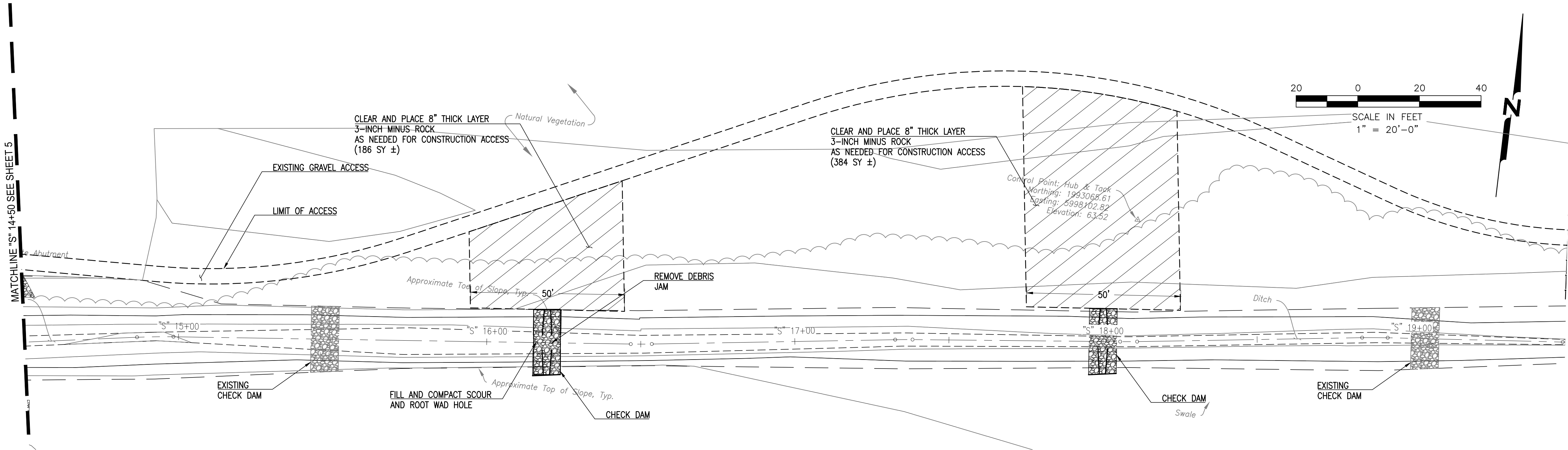
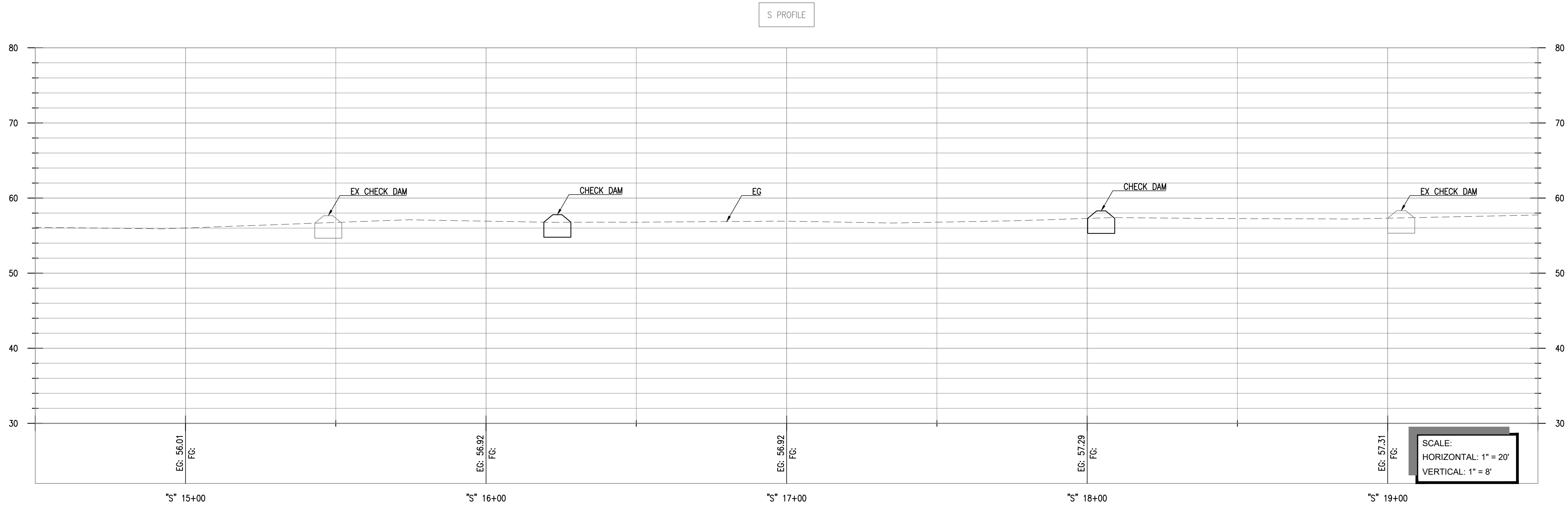
C2

SHEET 5 OF 8

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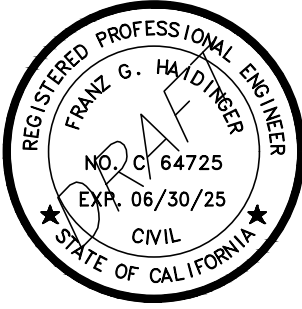
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DATE: 09/17/2023

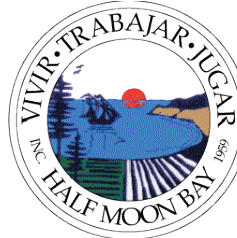


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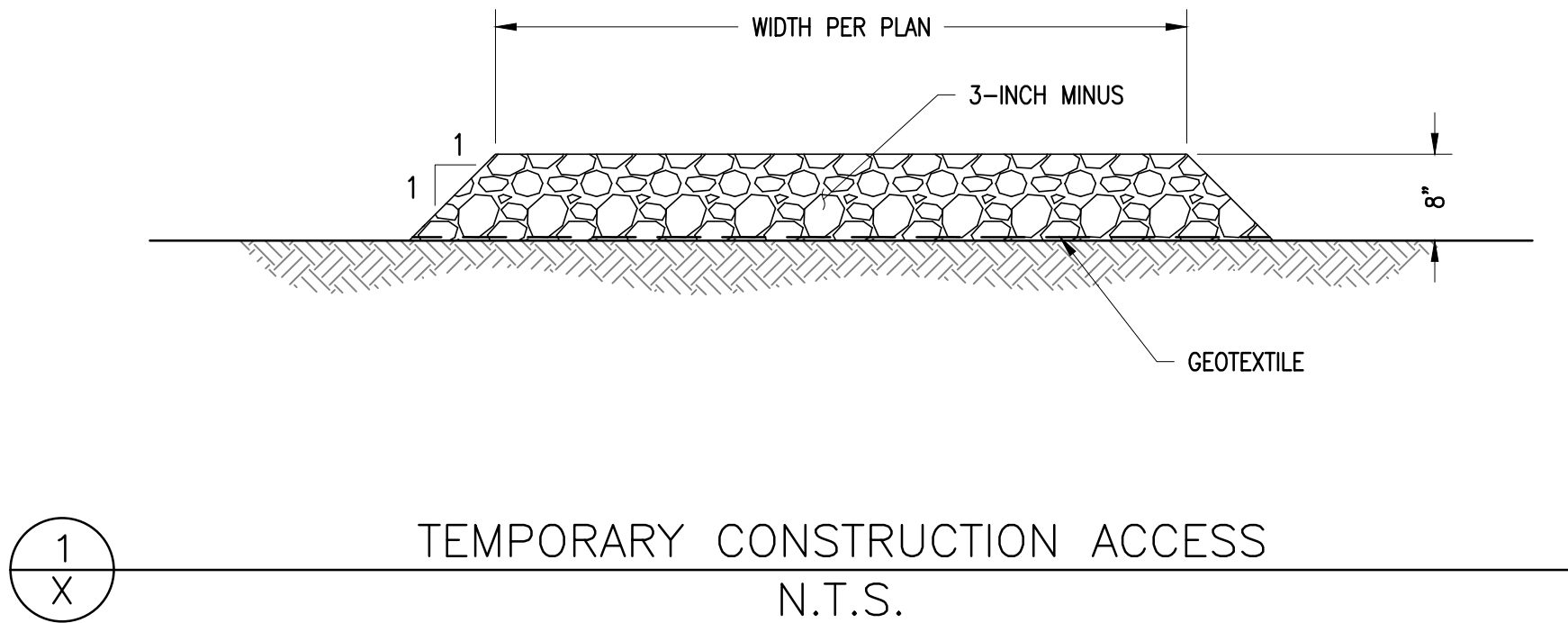
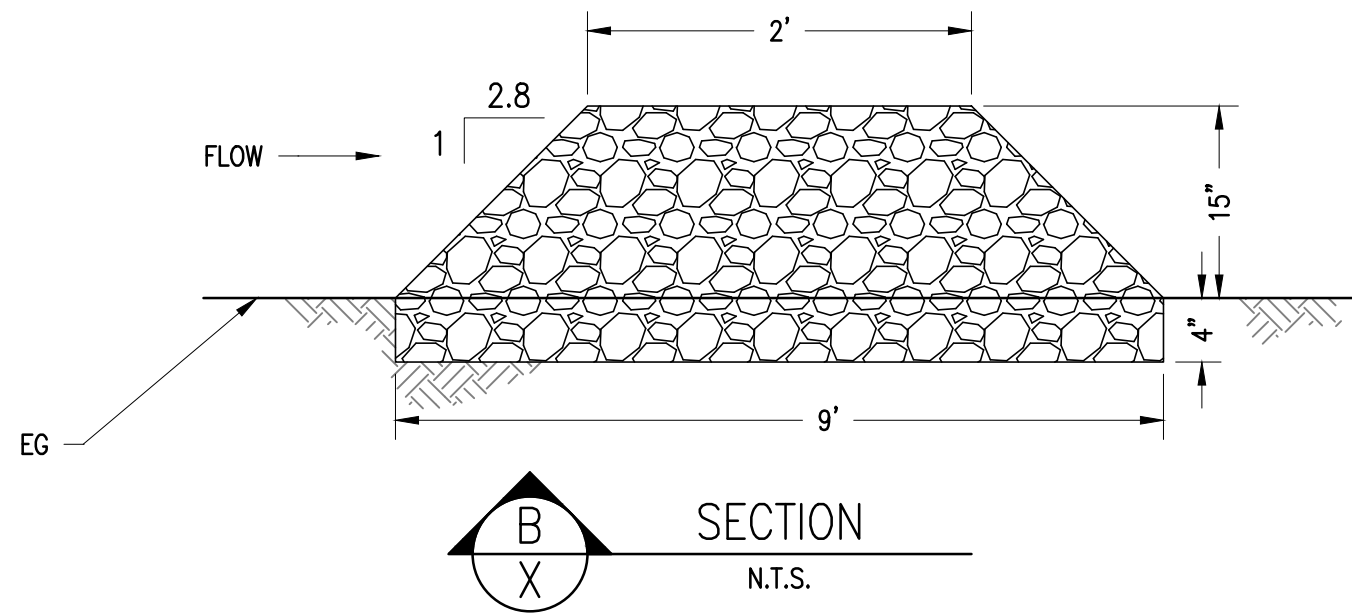
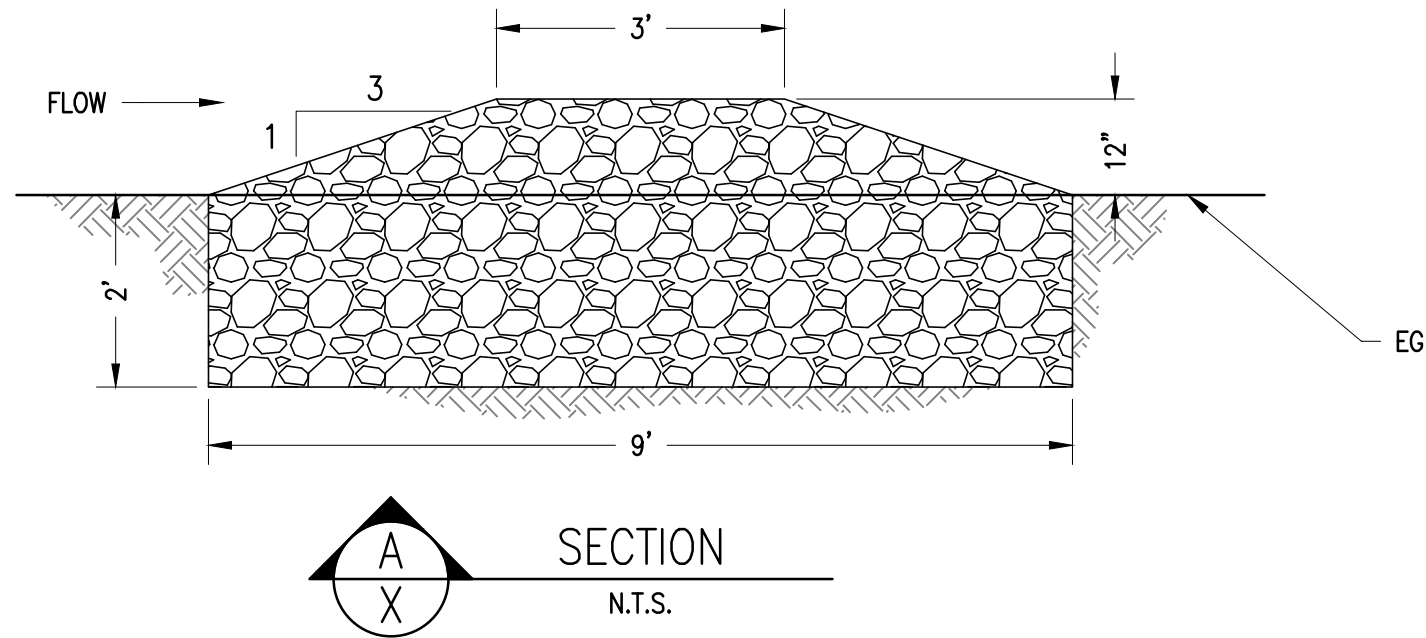
SEYMOUR DITCH
LAYOUT 2

DRAWING

C3

SHEET 6 OF 8

File: C:\Users\MCsma\Desktop\Seymour Detail Local\CA0\Sheets\08 01 - Details.dwg | Layout: D1 | Printed Sep 17, 2023 @ 9:19pm | ID: MC242a (LMS: hen)



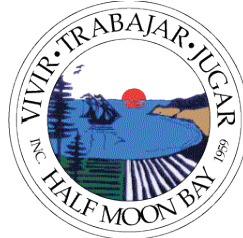
- NOTES:
1. REMOVE TEMPORARY GRAVEL ACCESS ROAD AND ROCK WORK AREAS AFTER CONSTRUCTION IS COMPLETE.

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SHEET TITLE

DETAILS 1

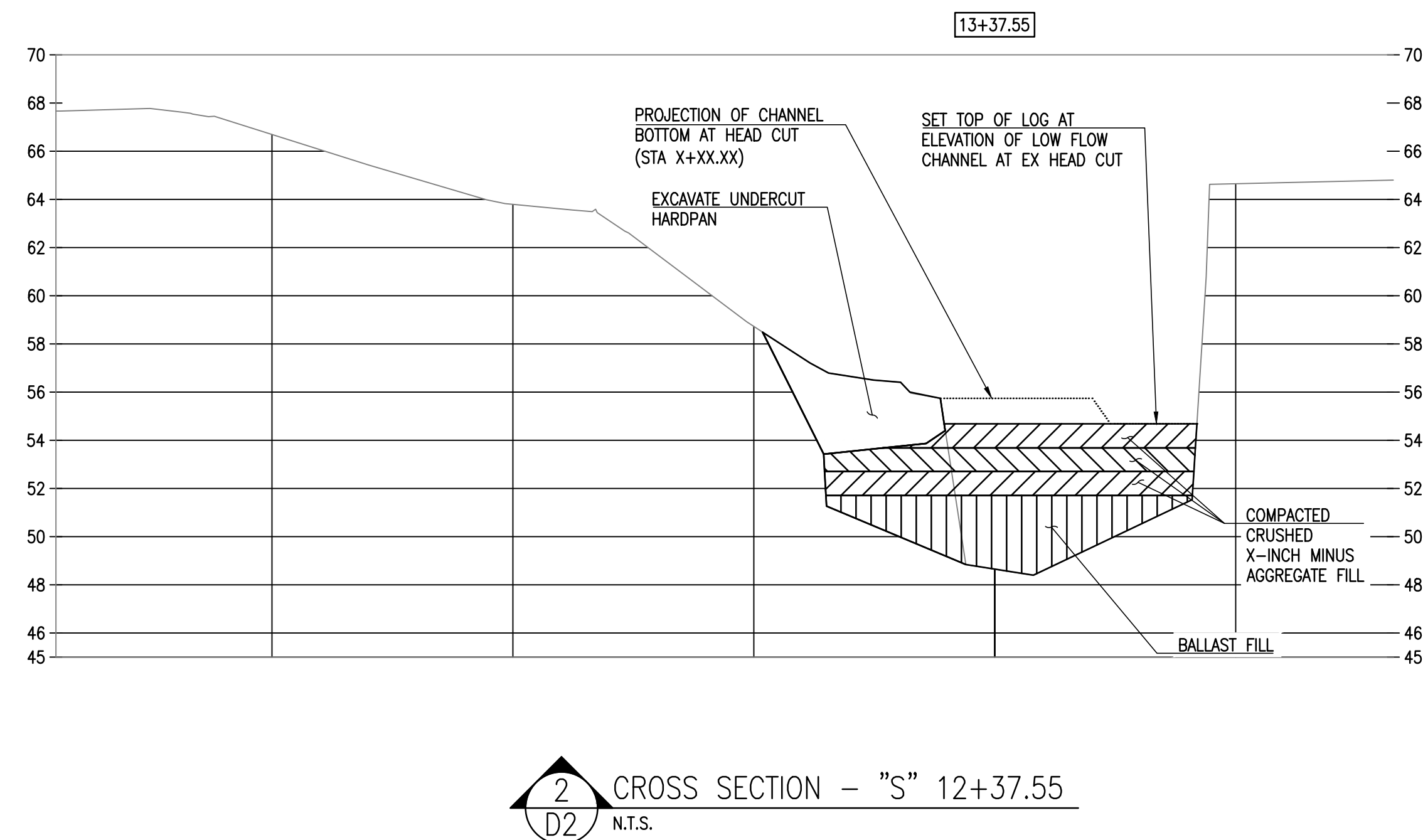
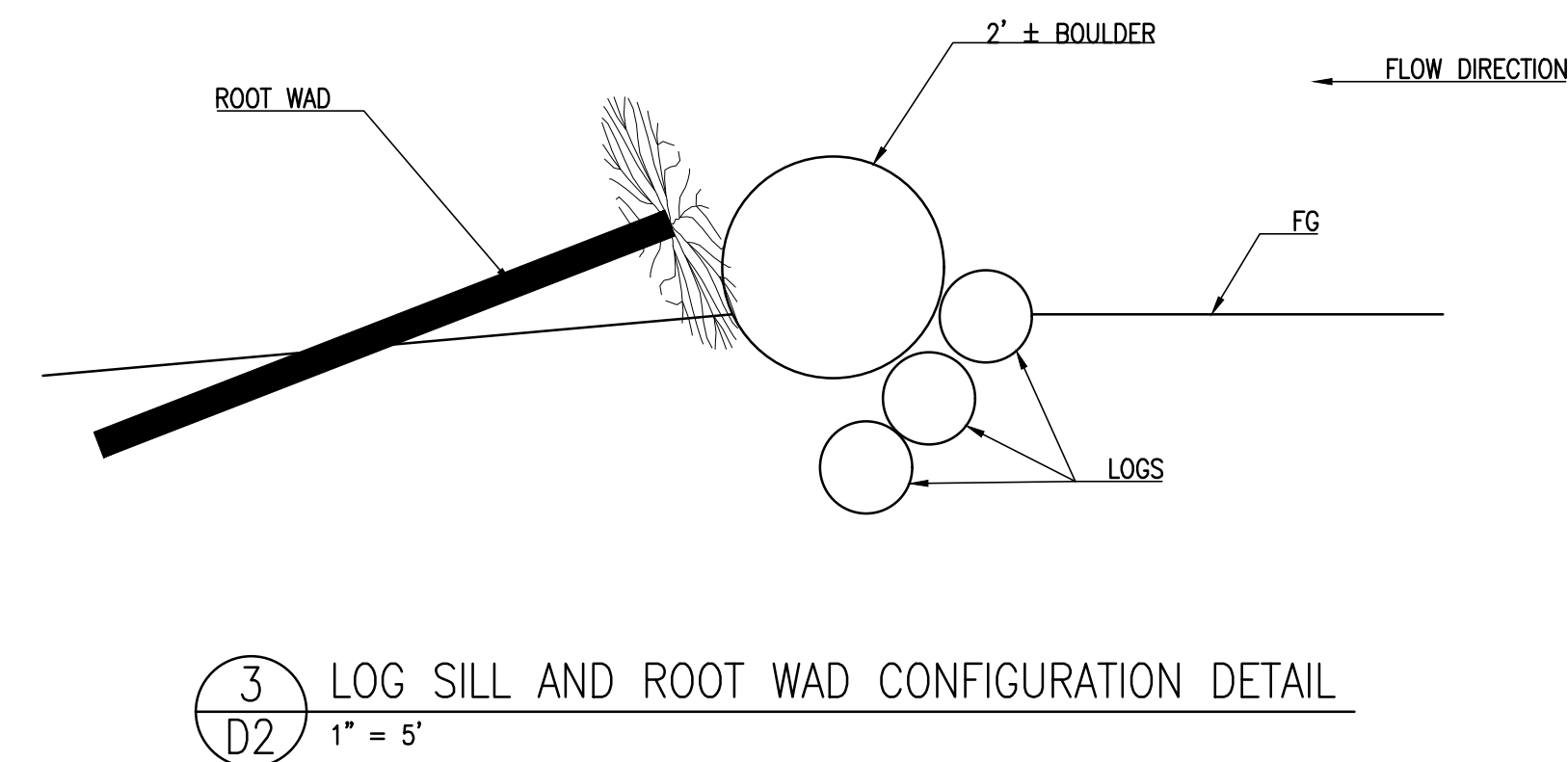
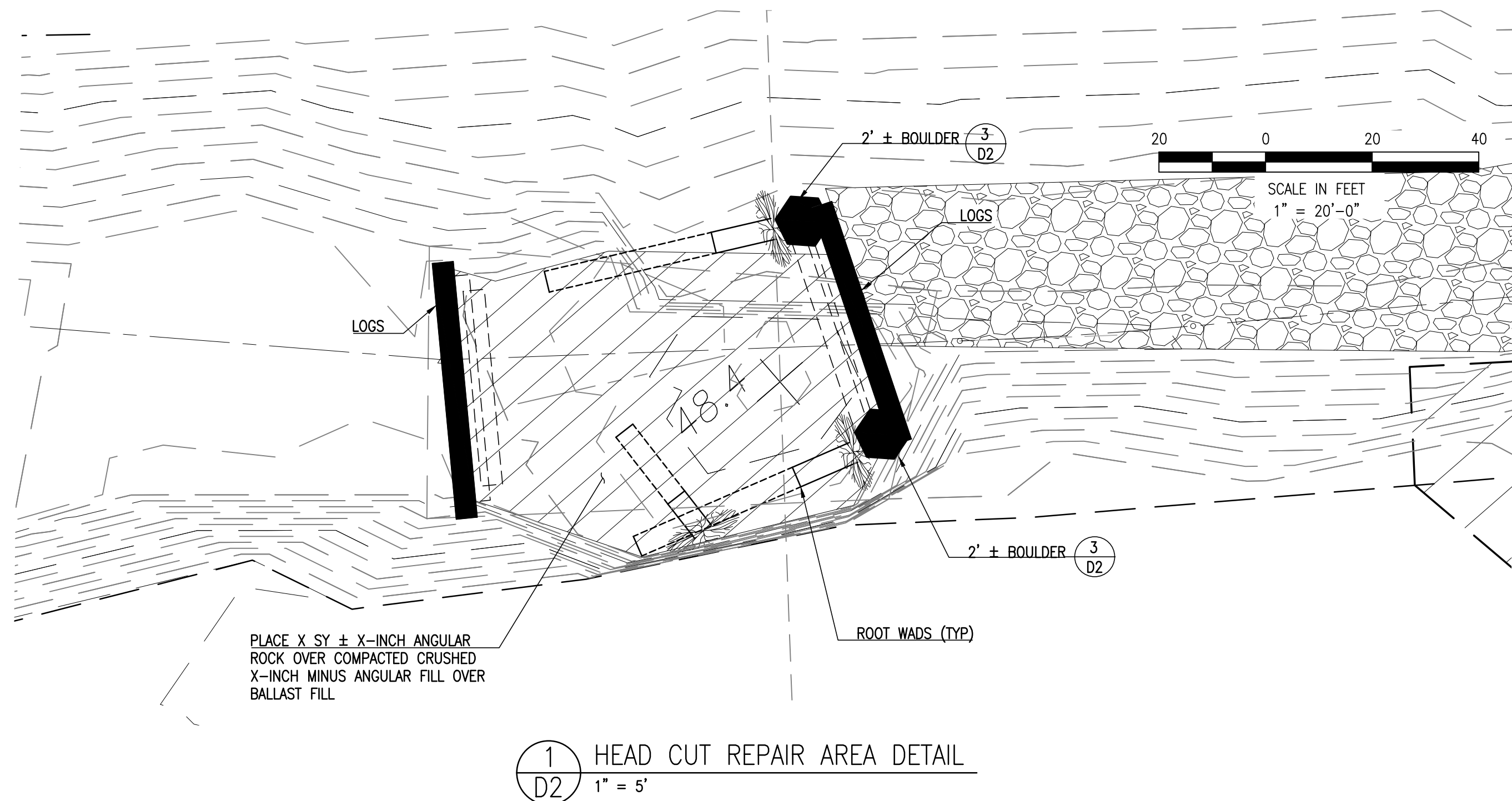
DRAWING

D1

SHEET 7 OF 8

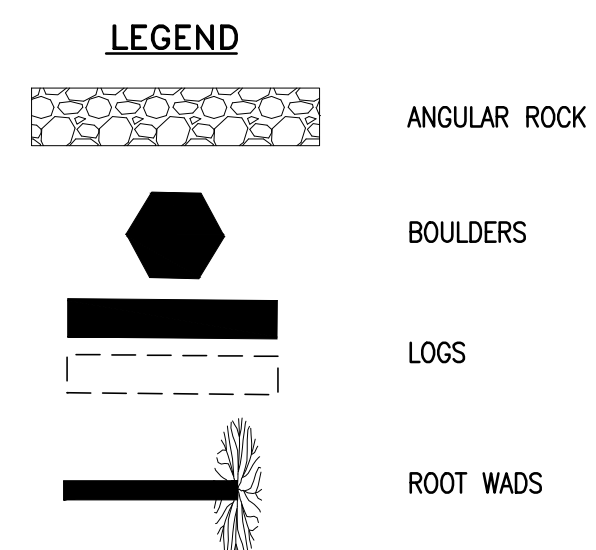
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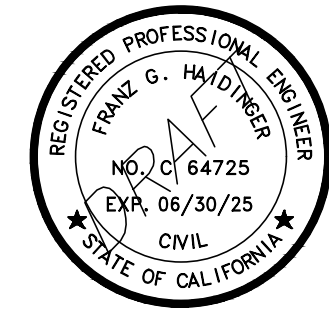


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SHEET TITLE

DETAILS 2

DRAWING

D2

SHEET	8	OF	8
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September 26, 2023

City of Half Moon Bay
City Engineer
501 Main Street
Half Moon Bay, CA 94019

Attn: Denice Hutton

RE: Emergency Repair at Seymour Ditch

Cazadoro Construction, Inc. (CCI) proposes to perform the following scope:

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST
1	MOBILIZATION	1	LS	\$28,000	\$28,000
2	TRAIL CLOSURES, SIGNS, FENCING, ACCESS, BMP's ETC.	1	LS	\$27,000	\$27,000
3	CHECK DAMS	50	LF	\$600	\$30,000
4	BALLAST FILL (onsite material)	1	LS	\$3,200	\$3,200
5	1.5" AGG BASE	83	TON	\$355	\$29,465
6	LOGS	5	EA	\$4,000	\$20,000
7	ROOT WADS	2	EA	\$3,000	\$6,000
8	RIPRAP AT LOG AREA	100	TON	\$420	\$42,000
9	BRIDGE AND FLOWLINE ROCK	197	SF	\$150	\$29,550
10	REMOVE AND DISPOSE DEBRIS	20	CY	\$400	\$8000
			TOTAL BASE		\$223,215

1485 Bayshore Blvd Suite 386, San Francisco, CA 94124
Mail: 1485 Bay Shore Blvd. #201 San Francisco CA 94124
Phone: 415-466-6093 Fax 415-349-4340



Conditions/Clarifications:

1. Quantities in the bid schedule above are based on field measurements, conversations with the designers, and the most current “preliminary” plans. For minor increases or decreases in these quantities, the unit prices can be used. For decreases of over 25% CCI reserves the right to negotiate a new unit price. For example, if the AC path repair ends up being 100 LF, the unit price would be higher than if it were to be 700 LF.
2. The base bid does not include protection or repair of the AC path where the access is required to be on the AC path around the sensitive area. Due to the high cost and time involved with protecting the path with plates (ALT 1 below), CCI suggests that we do not install the plates except immediately adjacent to the head cut area and do our best to limit damage to the path. Based on ALT 1 below, we could replace 540 LF of path for the same price as protecting the 700 LF. Worse case, we have to replace the entire 700 LF section at a cost of \$64,400 per ALT 2 below, but may not have to replace nearly that much or any at all depending on how it holds up.

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST
ALT 1	PROTECT PATH WITH PLATES	700	LF	\$71.00	\$49,700
ALT 2	REMOVE AND REPLACE AC PATH	700	LF	\$92.00	\$64,400

This approach would also save the critical time at the beginning of the project when we could be working in the channel prior to getting any rain. Any required path repair could be done at the end of the project after the channel work is complete.



Exclusions:

- 1. Specifications were not included with the Plans. Accordingly, any work described in any Specification that was not evident or is different from what is shown on the plans is excluded unless specifically included above.**
2. Offhaul and/or disposal (and related testing and dump fees) of spoils from excavations is excluded. Transporting and spreading on site or locally, if needed, is included.
3. Compaction testing, Concrete testing, Special Inspections.
4. SWPPP Plan
5. Permits
6. Handling or disposal of contaminated/hazardous materials
7. Any planting, seeding, including plant establishment period or watering after the project is otherwise completed is excluded.

Please call if you have any questions regarding this proposal. I can be reached at (415) 500-1109.

Bryan Holm
Cazadoro Construction, Inc.

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **October 3, 2023**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: Jessica Blair, Communications Director / City Clerk
Catherine Engberg, City Attorney
Maggie Rodriguez, Assistant City Clerk

TITLE: **UPDATE ON ZOOM PROTOCOLS DURING PUBLIC MEETINGS**

RECOMMENDATION:

Receive an update on Zoom Protocols and direct staff as necessary.

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:

In March 2020, in response to the COVID-19 pandemic, the Half Moon Bay City Council and Commissions began holding virtual meetings through Zoom. Over the course of the first year of these virtual meetings, staff fine-tuned how the meetings were set up and established best practices to allow for public participation.

During the pandemic, many agencies experienced “Zoom-bombing,” including Half Moon Bay on a few occasions. Zoom-bombing refers to an unwanted and disruptive intrusion by individuals during a video meeting that disrupts the natural discourse of a public meeting or makes it impossible to continue the meeting in an orderly fashion. As a result of zoom-bombing and to ensure the safe and effective administration of public meetings, staff changed City Council and Commission meetings from “Zoom Meetings” to “Zoom Webinars.” This change bolstered security and prevented individuals from taking control of the meeting.

Following the expiration of the declared public health emergency, the City Council and Commissions now meet in person. However, as a result of positive feedback from the community about virtual access to meetings, the following bodies have continued to hold hybrid meetings:

- City Council
- Planning Commission

Hybrid meetings have been an excellent source of transparency for local government as they allow members of the public more opportunities to participate. Individuals can either attend meetings in person or watch them from the comfort of their home. Although meetings now are being held physically at the Ted Adcock Community Center, the City has continued to accept public comment in the following manner:

- Allowing live, in-person commenting
- Allowing members of the Zoom audience to speak during public comment.

Recently, several cities and agencies across the state have experienced a new form of Zoom-bombing. City Clerks from around the Bay Area have reported accounts of City Council meetings being disrupted and derailed during public comment by individuals using the platform to espouse anti-Semitic rhetoric. This is obviously unacceptable, hurtful, and goes against the Council's continued resolution of being "United Against Hate".

The City of Monterey reported that at their September 19, 2023, City Council meeting, white supremacists used fake names including those of famous Nazis to espouse hateful and ignorant speech. Similar incidents were recently reported in San Carlos, Pacifica, Atherton, Sacramento, and Walnut Creek, in addition to some San Mateo County and C/CAG meetings.

DISCUSSION:

As staff continues to navigate hybrid meetings and increasing public accessibility, it is important that staff be given the flexibility to put in safeguards as needed.

The following ideas for how to deal with this latest wave of Zoom-bombing and hateful speech has been shared amongst cities and is included here for the Council's information:

Checklist: Preparing for Hate Speech at Public Comment

1. Consult with your legal counsel, agency manager, and board clerk about meeting procedures and planned responses to hate speech
2. Adopt a resolution encouraging civility during public comment
3. Open and close public comment with a statement of values
4. Warn and then remove speakers using threatening language, disrupting the meeting, or not speaking on topic
5. Adopt a resolution condemning hate and antisemitism

Other Ways to Adapt Public Comment Procedures

1. Moving the open public comment period to the end of meeting agendas
2. Closing public comment periods after a reasonable time when hate speech commences
3. Providing board members signs affirming the agency's commitment to inclusivity

4. Physically turn one's back to hateful speakers to show opposition
5. Having the meeting chair call for a recess
6. Creating an optional agenda item about "confronting hate speech" that can be immediately elevated during the meeting
7. Ending the option to provide virtual public comment

Staff is looking for direction from the City Council as to how they would like these disruptions handles if the issue presents itself during Half Moon Bay's meetings.

If and when any existing protocols are changed, staff will use existing channels to make sure the community is informed.