CITY COUNCIL AGENDA
REGULAR MEETING
CITY OF HALF MOON BAY

TUESDAY, JANUARY 16, 2024

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

Joaquin Jimenez, Mayor
Harvey Rarback, Vice Mayor
Robert Brownstone, Councilmember
Deborah Penrose, 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 City Manager Updates and 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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Wi-Fi: HMB Public
Password: Recreation1

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

RECOGNITION OF NON-PROFITS INVOLVED WITH JANUARY 2023 SHOOTING INCIDENT
HIP HOUSING PRESENTATION
PROCLAMATION HONORING CLAY LAMBERT
MIDCOAST COMMUNITY COUNCIL UPDATE

MAYOR'S ANNOUNCEMENTS OF COMMUNITY ACTIVITIES AND COMMUNITY SERVICE

REPORT OUT FROM RECENT CLOSED SESSION MEETINGS

CITY MANAGER UPDATES TO COUNCIL

PUBLIC FORUM

1. CONSENT CALENDAR

1.A WAIVE READING OF RESOLUTIONS AND ORDINANCES

1.B PURCHASE OF A NEW JOHN DEERE TRACTOR

Staff Recommendation: Adopt a resolution authorizing the City Manager to execute a purchase agreement in the amount of $83,539.54 with RDO Equipment Co. for purchase of a John Deere 5075E Tractor.

STAFF REPORT

RESOLUTION

ATTACHMENT 2

ATTACHMENT 3

1.C STORMWATER - NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) AND ANNUAL REPORTING SERVICES FOR 2024

Staff Recommendation: Adopt a resolution authorizing the City Manager to execute a professional services agreement with Black & Veatch for Stormwater – National Pollutant Discharge Elimination System (NPDES) and Annual Reporting Service for 2024 in an amount not to exceed $149,990.

STAFF REPORT

RESOLUTION

ATTACHMENT 2

1.D FUNDING TO SUPPORT CONTINUED EMERGENCY HOUSING FOR DISPLACED FARMWORKERS

Staff Recommendation: Adopt a Resolution:

1. Authorizing the use of up to $300,000 from the City's Affordable Housing Fund to supplement private/philanthropic donations to fund continued emergency housing support for farmworker households displaced by the mass shooting on January 23, 2023; and
2. Authorizing the City Manager to negotiate and execute an agreement between the City and Abode Services to direct the use of the allocated Affordable Housing Funds and memorialize each agency's commitment to supporting the farmworkers until permanent housing solutions have been identified or developed.

STAFF REPORT

RESOLUTION

1.E STONE PINE COVE - CEQA DOCUMENT PREPARATION

Staff Recommendation: Adopt a resolution authorizing the City Manager to execute a Professional Services Agreement with SWCA Environmental Consultants in the amount of $47,897 to complete environmental studies, initial study, and anticipated Mitigated Negative Declaration pursuant to the California Environmental Quality Act for the Follow-Up Coastal Development Permit for Stone Pine Cove Affordable Housing Project located on a portion of 880 Stone Pine Road.

STAFF REPORT

RESOLUTION

2. ORDINANCES AND PUBLIC HEARINGS

2.A TENANT PROTECTIONS - RESIDENTIAL RENTAL REGISTRATION AND RELATED MATTERS

Staff Recommendation:

1) Conduct a public hearing, waive first reading, and introduce an ordinance:
    1. Creating a new Title 6 of the Half Moon Bay Municipal Code titled "Housing;"
    2. Creating a new Chapter 6.02 titled "Housing Definitions;" and
    3. Creating a new Chapter 6.04 titled "Residential Rental Registration;"
    4. Creating a new Chapter 6.10 titled "Residential Lease Terms;" and
    5. Rescinding Chapter 7.70 "Residential Rental Security Measures" in its entirety.
2) Direct staff to return to the February 6, 2024, meeting for consideration of a program budget and fee schedule resolution to implement the Rental Registration Program.

STAFF REPORT

ORDINANCE

2.B ANIMAL CONTROL ORDINANCE - FIRST READING

Staff Recommendation: Conduct a public hearing, waive first reading, and introduce an Ordinance amending portions of Chapter 8.04 (Animal Control) of the Half Moon Bay Municipal Code to update provisions for animal control.

STAFF REPORT

ORDINANCE

ATTACHMENT 2

2.C APPEAL OF THE PLANNING COMMISSION DECISION TO UPHOLD THE COMMUNITY DEVELOPMENT DIRECTOR'S DECISION DENYING MINOR MODIFICATIONS TO COASTAL DEVELOPMENT PERMIT FILE NO. PDP-21-010 FOR 225 VALDEZ AVENUE

Staff Recommendation: Deny the appeal of the Planning Commission decision to uphold the Community Development Director's decision denying minor modifications to an approved Coastal Development Permit and Architectural Review allowing the construction of an addition and covered terrace on the second floor, and an expanded western balcony at an existing single-family home located at 225 Valdez Avenue in the R-1 Single-Family Residential Zoning District based on the findings contained in the Resolution (Attachment 1).

STAFF REPORT

ATTACHMENT 1

ATTACHMENT 2

ATTACHMENT 3

ATTACHMENT 4

ATTACHMENT 5

3. RESOLUTIONS AND STAFF REPORTS

3.A MUNICIPAL ENERGY PROJECTS

Staff Recommendation: Provide direction to staff on which option to move forward with on the Municipal Energy Projects.

STAFF REPORT

FOR FUTURE DISCUSSION / POSSIBLE AGENDA ITEMS

CITY COUNCIL REPORTS

ADJOURNMENT

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **January 16, 2024**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: Maz Bozorginia, Public Works Director/City Engineer
Todd Seeley, Public Works Superintendent

TITLE: **PURCHASE OF A NEW JOHN DEERE TRACTOR**

RECOMMENDATION:
Adopt a resolution authorizing the City Manager to execute a purchase agreement in the amount of $83,539.54 with RDO Equipment Co. for purchase of a John Deere 5075E Tractor.

FISCAL IMPACT:
Funding for the purchase of a replacement tractor is included in the Fleet Replacement Program (CIP No. 151) in the adopted FY 2023-24 Capital Improvement Budget. The program budget includes $100,000, which will cover the cost of this purchase.

STRATEGIC ELEMENT:
This purchase supports all Elements of the Strategic Plan.

BACKGROUND:
An ongoing part of the Public Works maintenance program includes maintaining ten (10) City parks and two (2) undeveloped park sites in addition to emergency preparations and response which can be demanding on equipment. Public Works crews also maintain portions of the California Coastal Trail and the entire Naomi Patridge Trail. To perform these ongoing maintenance services, the department needs a reliable tractor. The existing Kubota tractor was purchased in 2008 and has reached the end of its useful life.

DISCUSSION:
In preparing the FY 2023-24 budget, Public Works staff evaluated all vehicle and equipment needs and ranked replacement of the existing tractor as a high priority. The Department asked for and was approved funding to purchase a replacement tractor. Maintenance staff looked at several different models of tractors and determined that a John Deere 5075E was the tractor best suited for maintenance needs. The new tractor is a fully modernized tractor complete with a Tier 4 engine which is the most environmentally friendly option for new commercial engines. The

tractor also has an enclosed cab which will allow the tractor to supplement our existing backhoe in emergency situations. Included in the purchase package of the new tractor is a flail mower and a loader bucket that are essential for the maintenance of City infrastructure.

Due to an unforeseen change to our vendor that Public Works has been using for over 10 years to mow and maintain the grasses along the Naomi Patridge Trail, prices for the services previously contracted for have gone from $60 an hour to more than $200 an hour. This modern tractor would allow Public Works to bring this work internal instead of contracting out and would save the City a considerable amount of money in the process. The existing Kubota tractor currently being used for this maintenance activity is unreliable and costly to maintain.

The typical projected effective life of a tractor used in a commercial application is 10 years. This also assumes that the tractor is commercially rated. The City's current tractor is not commercially rated, is now 15-years old, and is experiencing a higher frequency of breakdowns, which will unfortunately lead to increased service times for the city.

Vendors who provide parts and repairs for the existing tractor are no longer stocking parts for their older units. The Department has experienced delays of up to 3-weeks to perform repairs because the parts must be special ordered. The Department projects that the existing tractor will require substantial repairs soon to replace cracked hydraulic rams, replace a blown head gasket, replace safety systems, and repair electrical and operational control systems.

Per the City's purchasing policy, staff solicited and received a proposal for a new John Deere 5075E tractor from RDO Equipment Co. This price was obtained through NJPA which provides pricing to governmental agencies at agreed upon pricing and is priced significantly lower than a similar unit sold to non-governmental agencies. Purchasing through NJPA allows the Public Works department to benefit from a competitive bid process. The RDO Equipment Co. bid is slightly less than staff had originally anticipated. Because this purchase was considered and approved during the budget process, there is available funding in the Fleet Replacement fund to cover this equipment replacement request.

ATTACHMENTS:

1. Resolution
2. Purchase Quote from RDO Equipment Co.
3. NJPA Agreement

Resolution No. C-2024-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AGREEMENT WITH RDO EQUIPMENT CO OF SALINAS FOR THE PURCHASE OF A JOHN DEERE 5075E TRACTOR

WHEREAS, the Public Works Department requested and received funding authorization in the FY 2023-24 budget to purchase a replacement tractor; and

WHEREAS, the maintenance costs on the existing 2008 Kubota tractor have been increasing significantly and reliability has become erratic; and

WHEREAS, the cost to contract out the mowing of the trails in town has increased significantly and now can be done more cost-effectively by Public Works staff; and

WHEREAS, staff has evaluated several tractors and determined that the John Deere 5075E is the best piece of equipment to address the City's maintenance needs; and

WHEREAS, there is existing funding in the Public Works Vehicle Replacement fund to cover the costs of this purchase; and

WHEREAS, the department has solicited a bid through NJPA which provides the lowest possible pricing to qualified governmental agencies**.**

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Half Moon Bay hereby authorizes the City Manager to execute a purchase agreement with RDO EQUIPMENT CO to purchase a John Deere 5075E Tractor in the amount of $83,539.54.

****

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 16th day of January 2024, 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 Joaquin Jimenez, Mayor

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

☐ Vendor: Deere & Company
2000 John Deere Run
Cary, NC 27513

☐ Signature on all LOIs and POs with a signature line

☐ Contract name or number; or JD Quote ID

☐ Sold to street address

☐ Ship to street address (no PO box)

☐ Bill to contact name and phone number

☐ Bill to address

☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate

☐ Membership number if required by the contract

For any questions, please contact:

Kosty Kevin

RDO Equipment Co.
501 El Camino Real S
Salinas, CA 93908

Tel: 831-424-8036
Fax: 831-424-3127
Email: kkosty@rdoequipment.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively “Deere”) and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
RDO Equipment Co.
501 El Camino Real S
Salinas, CA 93908
831-424-8036
act-sl@rdoequipment.com

Quote Summary

Prepared For:
CITY OF HALF MOON BAY
501 MAIN ST
HALF MOON BAY, CA 94019
Business: 650-750-2029

Delivering Dealer:
RDO Equipment Co.
Kosty Kevin
501 El Camino Real S
Salinas, CA 93908
Phone: 831-424-8036
kkosty@rdoequipment.com

Sourcewell Account # 115289

Quote ID: 30034245
Created On: 30 November 2023
Last Modified On: 04 December 2023
Expiration Date: 30 December 2023

Equipment Summary	Selling Price		Qty		Extended
JOHN DEERE 5075E Cab Utility Tractor **Contract:** Sourcewell Ag Tractors 082923-DAC (PG 1P CG 70) **Price Effective Date:** November 29, 2023	$ 60,599.88	X	1	=	$ 60,599.88
Frontier FL1061 - 61" FLAIL MOWER (FIXED) **Contract:** Sourcewell Ag Tractors 082923-DAC (PG 1P CG 70) **Price Effective Date:** December 1, 2023	$ 3,731.00	X	1	=	$ 3,731.00
JOHN DEERE 540M Loader **Contract:** Sourcewell Ag Tractors 082923-DAC (PG 1P CG 70) **Price Effective Date:** December 1, 2023	$ 9,850.36	X	1	=	$ 9,850.36
Frontier AP12G Fixed Pallet Fork for Current Loaders with Global Carrier **Contract:** Sourcewell Ag Tractors 082923-DAC (PG 1P CG 70) **Price Effective Date:** December 1, 2023	$ 1,383.34	X	1	=	$ 1,383.34
Equipment Total					**$ 75,564.58**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	$ 75,564.58

Salesperson : X _____ **Accepted By : X** _____

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JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

RDO Equipment Co.
501 El Camino Real S
Salinas, CA 93908
831-424-8036
act-sl@rdoequipment.com

Trade In	
SubTotal	**$ 75,564.58**
Sales Tax - (9.38%)	$ 7,087.96
Tire Fee	$ 7.00
Sourcewell Delivery	$ 880.00
Est. Service Agreement Tax	$ 0.00
Total	$ 83,539.54
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 83,539.54**

Salesperson : X _____ **Accepted By : X** _____

Confidential

JOHN DEERE

Selling Equipment

Quote Id: 30034245 **Customer Name:** CITY OF HALF MOON BAY

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

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RDO Equipment Co.
501 El Camino Real S
Salinas, CA 93908
831-424-8036
act-sl@rdoequipment.com

JOHN DEERE 5075E Cab Utility Tractor

Hours:

Stock Number:

Contract: Sourcewell Ag Tractors 082923-DAC (PG 1P CG 70)

Selling Price *
$ 60,599.88

Price Effective Date: November 29, 2023

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
08C1LV	5075E Cab Utility Tractor	1	$ 44,548.00	14.00	$ 6,236.72	$ 38,311.28	$ 38,311.28
	Standard Options - Per Unit						
183N	JDLink™ Modem	1	$ 0.00	14.00	$ 0.00	$ 0.00	$ 0.00
0202	United States	1	$ 0.00	14.00	$ 0.00	$ 0.00	$ 0.00
0409	English Operator's Manual	1	$ 0.00	14.00	$ 0.00	$ 0.00	$ 0.00
0500	Less Package	1	$ 0.00	14.00	$ 0.00	$ 0.00	$ 0.00
1381	PowrReverser™ 12F/12R Transmission with 540/540E PTO	1	$ 3,354.00	14.00	$ 469.56	$ 2,884.44	$ 2,884.44
1725	Loader Prep Package	1	$ 1,767.00	14.00	$ 247.38	$ 1,519.62	$ 1,519.62
2060	Premium Cab	1	$ 4,978.00	14.00	$ 696.92	$ 4,281.08	$ 4,281.08
3325	Two Mechanical Stackable Rear SCV	1	$ 820.00	14.00	$ 114.80	$ 705.20	$ 705.20
3430	Triple Stackable Mid SCVs with Mechanical Joystick Control	1	$ 2,420.00	14.00	$ 338.80	$ 2,081.20	$ 2,081.20
5183	420/85R28 (16.9R28) R1W Radial	1	$ 2,281.00	14.00	$ 319.34	$ 1,961.66	$ 1,961.66
6040	Mechanical Front Wheel Drive (MFWD)	1	$ 6,632.00	14.00	$ 928.48	$ 5,703.52	$ 5,703.52
6180	280/85R24 (11.2R24) R1W Radial	1	$ 2,655.00	14.00	$ 371.70	$ 2,283.30	$ 2,283.30
	Standard Options Total		**$ 24,907.00**		**$ 3,486.98**	**$ 21,420.02**	**$ 21,420.02**
	Dealer Attachments/Non-Contract/Open Market						
RE39829	Drawbar Clevis Kit (Hammer Strap) - Straight Drawbar	1	$ 355.54	14.00	$ 49.78	$ 305.76	$ 305.76
R196191	Drawbar - Straight Heavy-Duty	1	$ 654.44	14.00	$ 91.62	$ 562.82	$ 562.82
	Dealer Attachments Total		**$ 1,009.98**		**$ 141.40**	**$ 868.58**	**$ 868.58**

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Selling Equipment

Quote Id: 30034245 **Customer Name:** CITY OF HALF MOON BAY

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
RDO Equipment Co.
501 El Camino Real S
Salinas, CA 93908
831-424-8036
act-sl@rdoequipment.com

	Value Added Services Total	**$ 0.00**		**$ 0.00**	**$ 0.00**
Total Selling Price		**$ 70,464.98**	**$ 9,865.10**	**$ 60,599.88**	**$ 60,599.88**

Frontier FL1061 - 61" FLAIL MOWER (FIXED)

Equipment Notes:
Hours:
Stock Number:
Selling Price *
Contract: Sourcewell Ag Tractors 082923-DAC (PG 1P CG 70) $ 3,731.00
Price Effective Date: December 1, 2023
* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
04B1XF	FL1061 - 61" FLAIL MOWER (FIXED)	1	$ 4,550.00	18.00	$ 819.00	$ 3,731.00	$ 3,731.00
	Standard Options - Per Unit						
0202	United States	1	$ 0.00	18.00	$ 0.00	$ 0.00	$ 0.00
0409	English	1	$ 0.00	18.00	$ 0.00	$ 0.00	$ 0.00
	Standard Options Total		**$ 0.00**		**$ 0.00**	**$ 0.00**	**$ 0.00**
Total Selling Price			**$ 4,550.00**		**$ 819.00**	**$ 3,731.00**	**$ 3,731.00**

JOHN DEERE 540M Loader

Equipment Notes:
Hours:
Stock Number:
Selling Price *
Contract: Sourcewell Ag Tractors 082923-DAC (PG 1P CG 70) $ 9,850.36
Price Effective Date: December 1, 2023
* Price per item - includes Fees and Non-contract items

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JOHN DEERE

Selling Equipment

Quote Id: 30034245 **Customer Name:** CITY OF HALF MOON BAY

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

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RDO Equipment Co.
501 El Camino Real S
Salinas, CA 93908
831-424-8036
act-sl@rdoequipment.com

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
14C0P	540M Loader	1	$ 11,754.00	24.00	$ 2,820.96	$ 8,933.04	$ 8,933.04
	Standard Options - Per Unit						
0202	United States	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
0409	English	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
0500	Less package	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
1506	Mounting frame	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
2521	540M Standard farm loader, non-self-leveling (NSL) - Three-function	1	$ 486.00	24.00	$ 116.64	$ 369.36	$ 369.36
3555	Three-function hoses and parts	1	$ 279.00	24.00	$ 66.96	$ 212.04	$ 212.04
4552	Three-function mid-mount quick-couplers	1	$ 442.00	24.00	$ 106.08	$ 335.92	$ 335.92
5513	Hood guard	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
6995	Less ballast box	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
7610	Global carrier	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
8215	1850-mm (73-in.) global heavy-duty bucket	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
	Standard Options Total		**$ 1,207.00**		**$ 289.68**	**$ 917.32**	**$ 917.32**
Total Selling Price			**$ 12,961.00**		**$ 3,110.64**	**$ 9,850.36**	**$ 9,850.36**

Frontier AP12G Fixed Pallet Fork for Current Loaders with Global Carrier

Equipment Notes:

Hours:

Stock Number:

Selling Price *

Contract: Sourcewell Ag Tractors 082923-DAC (PG 1P CG 70)

$ 1,383.34

Price Effective Date: December 1, 2023

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2154XF	AP12G Fixed Pallet Fork for Current Loaders with Global Carrier	1	$ 1,619.00	18.00	$ 291.42	$ 1,327.58	$ 1,327.58

Confidential

Selling Equipment

Quote Id: 30034245 **Customer Name:** CITY OF HALF MOON BAY

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

RDO Equipment Co.
501 El Camino Real S
Salinas, CA 93908
831-424-8036
act-sl@rdoequipment.com

Standard Options - Per Unit							
1010	48 In. Pallet Tine	1	$ 68.00	18.00	$ 12.24	$ 55.76	$ 55.76
	Standard Options Total		**$ 68.00**		**$ 12.24**	**$ 55.76**	**$ 55.76**
Total Selling Price			**$ 1,687.00**		**$ 303.66**	**$ 1,383.34**	**$ 1,383.34**

Confidential

Last Update: November 15, 2023

Sourcewell – Ag Tractors with Related Attachments, Accessories and Supplies

Contract Number:	082923-DAC
Contract Period:	October 16, 2023 – October 11, 2027
Eligibility:	The contract allows for service to Sourcewell Member agencies in all states. The following eligibility requirements must be met: • Entity must be a Sourcewell Member. John Deere dealers must verify membership before quoting. Please include the Sourcewell member number on the dealer quote or on the Sourcewell Member's purchase order. • Eligible Sourcewell Members are state, city, county, municipal or local tax-supported governmental agencies, turnpikes, airports, housing authorities, electric cooperatives, water cooperatives, K-12 public school systems, public and private higher education facilities such as colleges and universities, public and volunteer fire departments, public or non-profit museums, libraries and zoos. • Eligible Sourcewell Member non-profit agencies are eligible to purchase John Deere equipment on the Sourcewell contract. **Members of the Illinois Public Higher Education Cooperative (IPHEC) are also eligible to use this Sourcewell Contract.** IPHEC is comprised of universities and community colleges located in Illinois. Before quoting, please review the list of IPHEC Members to verify eligibility. To become a Sourcewell Member, call 877-585-9706 for more details or visit the Sourcewell website to complete an application. To obtain a membership list of eligible U.S. Government, Education and Nonprofit entities belonging to Sourcewell, please visit the Sourcewell Member Locator and select either the Government & Education or Nonprofit downloaded spreadsheets.

Quotes and Purchase Orders:

Quotes are valid for 30 days from the creation date of the quote **OR** until the contract expires, whichever occurs first.

To obtain a quote, contact your local John Deere Dealer. Submit your purchase order to your dealer. The John Deere Dealer will submit the purchase order to John Deere's Government Sales office.

All purchase orders must show Deere & Company as the vendor and reference the contract number.

Contract Details

Delivery Obligations	**None.**
Fees	**Delivery Charge** Optional delivery charge of $8.00 per loaded mile is allowed for the delivering dealer. Use Google Maps to calculate the mileage. **State Fees** • California Tire Fee — All Motorized Equipment — $1.75 per New Tire Please review the California Tire Fee publication issued by the California Department of Tax and Fee Administration for more details. California Tire Fee must be included on the Quote or Purchase Order. **Sales to American Indians occurring on Indian reservations are exempt from the fee.** • Louisiana Waste Tire Fee — All Tractors — $10.00 per New Tire Fees must be clearly labeled on the quote or purchase order.
Financing	**John Deere Municipal Lease by John Deere Financial** **Allowed**: If the agency rules and guidelines allow. This 12-60-month financial product require payments and enables ownership of the equipment. **Government Operating Lease by John Deere Financial** **Allowed:** If the agency rules and guidelines allow. This 24-60-month product requires payments and the equipment is returned to the dealer location at the end of the term. **Retail Note Financing by John Deere Financial or Third Party** **Allowed:** If the agency rules and guidelines allow.
Machine Hours	**Not Allowed:** Due to factory delivery, pre-delivery, inspection, machine setup and installation of attachments, machines may have minimal hours. Machines designated as demos are not allowed.
Manuals	An operator's manual is included with the delivery of the equipment at no charge.
Miscellaneous	**Shipping charges** **Alaska (AK) and Hawaii (HI): Shipping charges apply.** For deliveries to AK or HI, factory freight to the delivering dealer will be paid by the Sourcewell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member.

	Continental US: For all other deliveries within the continental US (excludes AK & HI), the Sourcewell member will NOT be charged factory freight to the delivering dealer.
Multiple Unit Discount	Sales of 3 or more like self-propelled products sold on the same purchase order are eligible for the multi-unit discount. The 3 or more self-propelled products must be in the same equipment categories as shown below and included on the same purchase order. Compatible implements sold with such products also qualify for the multi-unit discount, but do not count as a unit. Frontier Equipment is excluded from the Multiple Unit Discount program. Compact Utility Tractors Ag Tractors Ag Combines Ag Cotton Ag Sprayers See discount structure below: Quantity — Additional Discount 3-4 — 1% 5-6 — 2% 7-8 — 3% 9 units or more — 4%
Open Market by John Deere (listed in the price book)	**Allowed:** Open-Market items are **implements, attachments, accessories, parts and bundles** that are not currently on contract, but are requested by the customer to complete the purchase of John Deere equipment awarded on contract. Items must be clearly labeled on the purchase order as Open Market.
Open Market by Dealer (not listed in the price book)	**Allowed:** Open-Market items **not available from John Deere but offered by the delivering Dealer** to complete the purchase of John Deere equipment awarded on contract. Items must be clearly labeled on the purchase order as Open Market.
Payment and Remittance	Credit card payments allowed. Remit to Address: Deere & Company Ag & Turf CBD & Government Sales 21748 Network Place Chicago, IL 60673-1217
Substitutions	Not applicable. This is a current price contract.

Trade-In	**Allowed:** Items must be clearly labeled on the purchase order or quote as Trade-In. The agency and the dealer determine the trade-in value.

Price Structure

Product Description	Discount off MSRP	Price Page Date
Compact Utility Tractors	18%	Current
Equipment for Compact Utility Tractors	18%	Current
Ag Tractors 5050E, 5060E, 5067E, 5075E	14%	Current
Ag Tractors 5090E, 5090EL, 5100E	19%	Current
Ag Tractors 5000Ms, ENs, GLs, GNs, GVs, MHs, MLs	22%	Current
Ag Equipment 6000 Series Tractors	24%	Current
Ag Equipment 7000-9000 Series Tractor Excludes Precision Upgrades	24%	Current
Ag Equipment – Combine Excludes Precision Upgrades	22%	Current
Ag Equipment – Cotton	22%	Current
Ag Equipment – Hay and Forage	22%	Current
Ag Equipment – Tillage	22%	Current
Ag Equipment – Planting and Seeding Excludes Performance Upgrades	22%	Current
Ag Equipment – Sprayers Exclude Performance Upgrades	22%	Current
Ag Equipment – Material Handling, Rotary Cutters, and Shredders	24%	Current

Ag Equipment – Ag Management Solutions (AMS)	Same As Tractors Discount 5% If Purchased w/o Tractor	Current
Frontier Cutting & Mowing	18%	Current
Frontier Hay & Forage	18%	Current
Frontier Landscape	18%	Current
Frontier Livestock	18%	Current
Frontier Material Handling	18%	Current
Frontier Planting & Seeding	18%	Current
Frontier Snow Equipment	18%	Current
Frontier Sprayers	18%	Current
Frontier Tillage	18%	Current

Contract Updates

November 15, 2023 – New contract announced.

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **January 16, 2024**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: Maz Bozorginia, Public Works Director/City Engineer
Jonathan Woo, Assistant Engineer

TITLE: **STORMWATER – NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) AND ANNUAL REPORTING SERVICES FOR 2024**

RECOMMENDATION:
Adopt a resolution authorizing the City Manager to execute a professional services agreement with Black & Veatch for Stormwater – National Pollutant Discharge Elimination System (NPDES) and Annual Reporting Service for 2024 in an amount not to exceed $149,990.

FISCAL IMPACT:
The requested budget for the contract is $149,990. The services for the first half of the contract have been programmed into the current FY 2023-24 operating budget for the Public Works Department – Engineering Division. The additional funding will be requested as part of the FY 2024-25 budget request.

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

BACKGROUND:
The City of Half Moon Bay is listed as a co-permittee to the Municipal Regional Permit for Stormwater (MRP), issued by the San Francisco Bay Regional Water Quality Control Board on November 19, 2015 (Order No. R2-2015-0049). In addition to many maintenance responsibilities, the Public Works Department also oversees the MRP and implements the requirements of the National Pollutant Discharge Elimination System (NPDES) permit, which is a state-mandated requirement.

The scope of work under this contract includes general program management coordination and support for the implementation of MRP measures, assistance in various meetings, ensure compliance with the Municipal Regional Stormwater Permit 3.0 (MRP 3.0), preparation of the Annual Report for Fiscal Year 2023-24 to the San Francisco Bay Regional Water Quality Control

Board, completion of wet season Monthly Construction Site Inspections at necessary sites, new development stormwater treatment measure annual operations and maintenance inspections, ongoing implementation support for the City's Long-Term Trash Reduction Plan, and support in the City's implementation of the Venice Beach TMDL program.

On October 11, 2022, staff issued a Request for Qualification (RFQ) for NPDES and Annual Reporting Services throughout 2023. On November 4, 2022, the City received two (2) proposals from interested firms, CSG Consultants and Black & Veatch, prior to the posted deadline. City Staff reviewed each of the proposals and determined both firms as qualified to perform the scope of work listed above. Following consultant interviews, which were held on December 8, 2022, Black & Veatch was determined to be the most qualified consultant for the work.

On January 17, 2023, the City Council adopted a resolution that authorized the City Manager to execute a professional services agreement with Black and Veatch for Stormwater – NPDES and Annual Reporting Services throughout 2023 in an amount not to exceed $149,705.

DISCUSSION:
Black and Veatch has seamlessly integrated with City staff and exceeded expectations throughout 2023. The issued RFQ allows the City the option to renew the awarded firm's contract upon satisfactory performance. With this, staff recommends to for the City Council to adopt a resolution authorizing the City Manager to execute a professional services agreement with Black & Veatch for Stormwater – National Pollutant Discharge Elimination System (NPDES) and Annual Reporting Service for 2024 in an amount not to exceed $149,990.

ATTACHMENT:
1. Resolution
2. Attachment 2 – Fee Schedule

Resolution No. C-2024-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY TO AUTHORIZE THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BLACK & VEATCH FOR STORMWATER – NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) AND ANNUAL REPORTING SERVICES THROUGHOUT 2024 IN AN AMOUNT NOT TO EXCEED $149,990

WHEREAS, the City of Half Moon Bay (City) is listed as a co-permittee to the Municipal Regional Permit for Stormwater (MRP), issued by the San Francisco Bay Regional Water Quality Control Board on November 19, 2015 (Order No. R2-2015-0049); and

WHEREAS, the City must implement the requirements of the National Pollutant Discharge Elimination System (NPDES) Permit; and

WHEREAS, the City is required to continue implementing the Total Maximum Daily Load (TMDL) program at Venice Beach which commenced in FY 2021-22; and

WHEREAS, staff issued a Request for Qualifications (RFQ) for NPDES and Annual Reporting Services throughout 2023, receiving two (2) proposals and selecting Black & Veatch as the most qualified consultant to perform the listed scope of work; and

WHEREAS, on January 17, 2023, the City Council adopted a resolution that authorized the City Manager to execute a professional services agreement with Black and Veatch for Stormwater – NPDES and Annual Reporting Services throughout 2023 in the amount not to exceed $149,705; and

WHEREAS, Black and Veatch staff have been exceeding expectations throughout 2023; and

WHEREAS, the issued RFQ provided the City the option to renew the awarded firm's contract upon satisfactory performance.

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 Black & Veatch for Stormwater – NPDES and Annual Reporting Services throughout 2024 in an amount not to exceed $149,990.

****

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 16th day of January 2024, by the City Council of Half Moon Bay by the following vote:

AYES, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ATTEST:

_____
Jessica Blair, City Clerk

APPROVED:

_____
Joaquin Jimenez, Mayor

CONFIDENTIAL

CITY OF HALF MOON BAY
STORMWATER - NPDES AND ANNUAL REPORT SERVICES CALENDAR YEAR 2024
COST BREAKDOWN
PREPARED BY BLACK & VEATCH

TASK NO.	SUBTASKS											OTHER DIRECT COSTS (ODCs)	TOTAL FEE
	Role:	QA/QC Manager / Asset Management Specialist	Client Services Manager	Sr. Planning Engineer	Project Manager	Sr. Environmental Analyst	Staff Engineer	TMDL Support	Project Controls	Admin/ Clerical	Total Hours	Total B&V Labor Costs	Base Scope ODCs	Total Fee (Base Tasks)
	Staff:	Good	Wurst	Lander	Sheehan	Zigler	Diaz-Gunning	Ackerman	Staff	Staff			Incl. 5% Markup	
	Billing Rate:	$305	$305	$275	$240	$185	$150	$235	$140	$110				
Task 1 - Program Management Support		**4**	**12**	**30**	**26**	**40**	**32**	**0**	**12**	**8**	**164**	**$34,130**	**$0**	**$34,130**
1-1	General Program Management and Coordination with City Staff	4		20	16	24	16				80	$17,400		$17,400
1-2	Project Management and Adminstration		12						12	8	32	$6,220		$6,220
1-3	Meetings with City Staff (4 meetings, Virtual)			10	10	16	16				52	$10,510		$10,510
Task 2 - SMCWPPP Meeting Support		**0**	**0**	**42**	**46**	**53**	**16**	**0**	**0**	**0**	**157**	**$34,795**	**$200**	**$34,995**
2-1	BAMSC Development Subcommittee (3 meetings)			8	8						16	$4,120		$4,120
2-2	New Development Subcommittee (2 meetings)				10						10	$2,400	$100	$2,500
2-3	Commercial/Industrial/Illicit Discharge Subommittee (2 meetings, 1 workshop)					8	4				12	$2,080	$100	$2,180
2-4	Watershed Monitoring Subcommittee (1 meeting)					4					4	$740		$740
2-5	Asset Management Workgroup (2 meetings)			8	8						16	$4,120		$4,120
2-6	Trash Subcommittee (4 meetings)			10		10					20	$4,600		$4,600
2-7	Stormwater Committee (Review agenda packets, attend meeting as requested)				4	4					8	$1,700		$1,700
2-8	Municipal Maintenance Subcommittee (2 meetings)					6					6	$1,110		$1,110
2-9	Parks and Integrated Pest Management Subcommittee (1 meeting)					3					3	$555		$555
2-10	Allowance for Review of Subcommittee-Prepared Deliverables			16	16	18	12				62	$13,370		$13,370
Task 3 - Annual Reporting		**0**	**0**	**6**	**8**	**40**	**24**	**0**	**0**	**4**	**82**	**$15,010**	**$0**	**$15,010**
3-1	Annual Report Kickoff / Data Collection Meeting				2	4	4				10	$1,820		$1,820
3-2	Prepare Annual Report			4	4	32	20			4	64	$11,420		$11,420
3-3	Finalize Annual Report per City / SMCWPPP Comments			2	2	4					8	$1,770		$1,770
Task 4 - Green Infrastructure Program Support		**0**	**0**	**0**	**12**	**0**	**10**	**0**	**0**	**0**	**22**	**$4,380**	**$0**	**$4,380**
4-1	Green Infrastructure Project Plan Review Allowance (includes preparation of letter summarizing review comments, and 6 hours of review time per plan set or project, and 1 meeting to discuss; up to 3 projects assumed)				12		10				22	$4,380		$4,380
Task 5 - Stormwater Inspections		**0**	**0**	**0**	**26**	**67**	**120**	**0**	**0**	**0**	**213**	**$36,635**	**$3,100**	**$39,735**
5-1	Annual Business Stormwater Inspection Plan Update				4	16					20	$3,920		$3,920
5-2	Commercial / Industrial Business Stormwater Inspections (up to 50 total businesses, 10% of which require 2 inspections and additional follow up support)				4	32	60				96	$15,880	$2,000	$17,880
5-3	Wet Season Monthly Construction Site Inspections (3 sites x 7 inspections x 3 hours per inspection and follow-up)				8	16	40				64	$10,880	$1,000	$11,880
5-4	New Development Stormwater Treatment Measure Annual O&M Inspections (up to 6)				10	3	20				33	$5,955	$100	$6,055
Task 6 - Trash Support		**0**	**0**	**4**	**4**	**20**	**8**	**0**	**0**	**0**	**36**	**$6,960**	**$0**	**$6,960**
6-1	Trash Reduction Plan Implemention Support Allowance			4	4	20	8				36	$6,960		$6,960
Task 7 - TMDL Support		**0**	**0**	**4**	**8**	**40**	**4**	**16**	**0**	**0**	**72**	**$14,780**	**$0**	**$14,780**
7-1	Venice Beach Bacteria TMDL Support Allowance					8		16			24	$5,240		$5,240
7-1	Prepare Bacteria TMDL Annual Monitoring Report			4	4	24	4				36	$7,100		$7,100
7-2	Coordination with External Stakeholders on Bacteria TMDL Implementation (Sanitary Districts, County of San Mateo, Caltrans, Harbor Districts, and local community groups) - up to four meetings				4	8					12	$2,440		$2,440
	TOTAL	**4**	**12**	**86**	**130**	**260**	**214**	**16**	**12**	**12**	**746**	**$146,690**	**$3,300**	**$149,990**

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **January 16, 2024**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: Karen Decker, Community and Economic Vitality Manager
Mike Noce, Housing Programs Manager

TITLE: **FUNDING TO SUPPORT CONTINUED EMERGENCY HOUSING FOR DISPLACED FARMWORKERS**

RECOMMENDATION:

That the City Council adopt a Resolution:

1) Authorizing the use of up to $300,000 from the City's Affordable Housing Fund to supplement private/philanthropic donations to fund continued emergency housing support for farmworker households displaced by the mass shooting on January 23, 2023; and
2) Authorizing the City Manager to negotiate and execute an agreement between the City and Abode Services to direct the use of the allocated Affordable Housing Funds and memorialize each agency's commitment to supporting the farmworkers until permanent housing solutions have been identified or developed.

FISCAL IMPACT:

The City's Affordable Housing Fund (AHF) currently has a balance of approximately $5.35 million, including: $2 million in State funding (FY 2023-24 State budget earmark courtesy of Senator Josh Becker) proposed to be committed to the 555 Kelly affordable housing project; $1.25 million in State funding (FY 2023-24 State budget earmark courtesy of Assemblymember Marc Berman) proposed to be committed to the Stone Pine Cove affordable housing project; and $2.1 million from development in-lieu fees. At present, there are $2.1 million in unallocated funds available to support affordable housing development, rental assistance, and other homelessness prevention efforts, subject to the City's AHF guidelines adopted on December 3, 2019. The requested use of $300,000 to support the displaced farmworkers is consistent with those guidelines and leaves approximately $1.8 million in the AHF for future affordable housing projects, homelessness prevention and/or rental support.

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

BACKGROUND:
In the aftermath of the tragic January 23, 2023 mass shooting incident, San Mateo County and the City conducted inspections of the two farms where the shootings took place and discovered substandard housing conditions at both sites. Given the poor and unsafe condition of units and use of non-habitable structures, all units were "red-tagged", and notices were issued precluding re-habitation.

Immediately following the incident, the County provided emergency housing and other direct assistance to displaced households, which was temporarily supplemented by support from AirBNB.org. Following the red-tagging of the previous housing, the County secured $750 thousand for temporary market-rate housing through March 2024. Abode Services, a Bay Area based non-profit focused on ending homelessness, was hired by the County to facilitate master lease agreements, ultimately leasing temporary units for 19 displaced households. The County, City, and local non-profits worked collaboratively to identify units for each displaced household, and through the generosity of local property owners, all were able to remain housed on the Coastside.

Since the incident, the City and County have convened to reconcile how our agencies could work to put the lives of 19 farmworker households back together while addressing the needs of the countless other farmworker households that face housing quality and quantity challenges. Given the limited inventory of housing units on the Coast, and the high cost of real estate, a new development of affordable housing to support these and other farmworkers became the preferred approach. The City-owned property at 880 Stone Pine Road became the focus of efforts given its proximity to downtown, schools, shopping, transportation, and social services, as well as its adequate size to create a true neighborhood. It was determined early on in the process that manufactured housing offered many benefits including: 1) expeditious construction delivery; 2) single family detached units with full amenities; 3) sufficient density; and 4) availability of State funding through the Joe Serna Program. In May 2023, the County was awarded a $5 million Joe Serna homeownership grant from the State, which will cover the costs of approximately 28 manufactured units in the Stone Pine Cove development. The City and County have also each received funding support from the State, and the County has secured additional support for the project through philanthropic donations.

With the location identified and significant funding secured, the City and County are jointly working to deliver a 47-unit affordable manufactured home neighborhood at 880 Stone Pine Road. With support of the California Coastal Commission, the City issued an Emergency Coastal Development Permit in December of 2023, which has allowed San Mateo County to commence bidding work on the project. This project, referred to as Stone Pine Cove, is now in the public bidding process with construction scheduled to commence this coming spring. Occupancy of the first 28 units at Stone Pine Cove is targeted for Spring 2025. More information on the

development can be found at the City's website at: www.hmbcity.com/stonepinehousing.

Until permanent housing at Stone Pine Cove is developed and ready for occupancy, there is a gap in housing for the 19 displaced households beginning this March. All of the displaced farmworker households are considered Extremely and/or Very Low-Income; therefore, these households would struggle to continue to remain in Half Moon Bay. Absent the proposed assistance and ultimate development of Stone Pine Cove, these individuals and households are at significant risk of homelessness and displacement. With the County leading the efforts to develop new housing, the City, Abode, and other partners have initiated work on developing an interim plan and fundraising to continue temporary housing to allow for ongoing, stable housing and a smooth transition into permanent housing.

DISCUSSION:

The City and its partners are seeking funding for at least twelve (12) additional months, which is estimated to be $1 million. Staff recommends seeding the efforts by providing $300,000 in City Affordable Housing Funds, which will not only provide several months of support to the displaced households, but also demonstrate a critical commitment of City support, which will be necessary to generate further private/philanthropic giving.

Abode Services has generously agreed to continue its role in securing the leases as well as providing other necessary supports to keep the households stably housed until the Stone Pine Cove development is ready for occupancy. An agreement between Abode and the City is intended to clearly establish scope of work and a commitment by Abode to continue rental assistance services for a minimum of twelve (12) months, commencing on April 1, 2024, when their contract with the County expires. The agreement will also establish the City's commitment as a partner with Abode in continuing fundraising and support of the households until they have been placed in permanent housing. Abode is supportive of this approach combining City funding with philanthropic financial contributions, as described in more detail below.

This model of rental assistance in partnership with Abode Services has proven to be successful since the incident. Consistent housing has provided victims and families with an opportunity to heal from the traumatic events of the shooting and find stability through community support.

Financial Sources

It is estimated that the full cost of temporary housing from April 2024 through March 2025 will be $750,000, with an additional contingency of $250,000 for extending beyond March 2025 to mitigate against potential construction or other delays at Stone Pine Cove. Therefore, the full funding goal to continue temporary housing support is $1 million. The City's $300,000 will cover a sizable portion of the needed funding. Proactively, City staff began approaching philanthropic partners in November 2023 to raise funding toward the total goal. Philanthropic support has been committed by the Grove Foundation and Latino Community Foundation in addition to commitments from Coastside Hope. Including the recommended contribution from the City's

Affordable housing Fund, the total raised to date is $550,000, more than half of the funding goal.

Staff are actively pursuing additional funding support from interested philanthropic organizations with the expectation of closing the outstanding balance over the next few months. As previously noted, City support is an important part of gaining philanthropic funding support. The recommended actions provide critical-timing support with the City as the lead public agency to ensure displaced farmworkers and victims of the shooting have continued housing stability in anticipation of completion of Stone Pine Cove neighborhood.

ATTACHMENTS:

1. Resolution

RESOLUTION NO. C-2024-_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY: 1) AUTHORIZING THE ALLOCATION OF $300,000 FROM THE CITY'S AFFORDABLE HOUSING FUND FOR EMERGENCY HOUSING SUPPORT, AND 2) AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH ABODE SERVICES TO PROVIDE CONTINUED EMERGENCY HOUSING FOR DISPLACED FARMWORKERS

WHEREAS, the City's Affordable Housing Fund (AHF) balance reflects funds received from State budget earmarks in Fiscal Year 2023-24, $2 million from Senator Josh Becker proposed to be committed to the 555 Kelly affordable housing project and $1.25 million from Assemblymember Marc Berman proposed to be committed to the Stone Pine Cove affordable housing project, and approximately $2.1 million from development in-lieu fees which are currently unallocated; and

WHEREAS, the $2.1 million unallocated funds are eligible to support affordable housing development, rental assistance, and other homelessness prevention efforts, subject to the City's AHF Allocation Guidelines adopted on December 3, 2019; and

WHEREAS, the City Council has identified affordable housing, including support for the production of such housing, homelessness prevention, and other matters related to housing insecurity and affordability as a multi-year priority to the City of Half Moon Bay; and

WHEREAS, in the aftermath of the tragic January 23, 2023, mass shooting incident, San Mateo County and the City conducted inspections of the two farms where the shootings took place and discovered substandard housing conditions at both sites that were deemed non-habitable and were ultimately "red-tagged"; and

WHEREAS, Abode Services, a Bay Area-based non-profit focused on ending homelessness, was hired by the County to facilitate master lease agreements, ultimately leasing temporary units for 19 displaced households through a funding agreement with the County that expires in March 2023; and

WHEREAS, Abode Services and the City desire to enter into an agreement to establish the process, terms, and conditions governing the allocation and expenditure of AHF monies, in an amount not to exceed a total of $300,000, to supplement private/philanthropic donations to fund continued emergency housing support for the displaced farmworker households; and

WHEREAS, the City and County are jointly working to deliver a 47-unit affordable manufactured home neighborhood at 880 Stone Pine Road also known as Stone Pine Cove that is expected to provide long-term, permanent housing to all of the 19 displaced farmworker households with construction being completed Spring 2025.

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

1. Authorizes the use of up to $300,000 from the City's Affordable Housing Fund to supplement private/philanthropic donations to fund continued emergency housing support for farmworker households displaced by the mass shooting on January 23, 2023; and
2. Authorizes the City Manager to negotiate and execute an agreement between the City and Abode Services to direct the use of the allocated Affordable Housing Funds and memorialize each agency's commitment to supporting the farmworkers until permanent housing solutions have been identified or developed.

****

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 16th day of January 2024, by the City Council of Half Moon Bay by the following vote:

AYES, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ATTEST:

_____
Jessica Blair, City Clerk

APPROVED:

_____
Joaquin Jimenez, Mayor

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **January 16, 2024**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

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

TITLE: **STONE PINE COVE—CEQA DOCUMENT PREPARATION**

RECOMMENDATION:
Adopt a resolution authorizing the City Manager to execute a Professional Services Agreement with SWCA Environmental Consultants in the amount of $47,897 to complete environmental studies, initial study, and anticipated Mitigated Negative Declaration pursuant to the California Environmental Quality Act for the Follow-Up Coastal Development Permit for Stone Pine Cove Affordable Housing Project located on a portion of 880 Stone Pine Road.

FISCAL IMPACT:
Funding for the proposed work is available in the Professional Services portion of the FY 2023-24 adopted operating budget of the City Manager's Office.

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

BACKGROUND:
On December 11, 2023, the Half Moon Bay Community Development Director issued an Emergency Coastal Development Permit (PDP-23-090) jointly to the County of San Mateo and the City of Half Moon Bay. The Emergency Coastal Development Permit (ECDP) conditionally permits the development of a new neighborhood (presently referred to as "Stone Pine Cove") comprised of manufactured homes for low-income households located at 880 Stone Pine Road. The neighborhood includes a total of 47 including 46 manufactured homes for lower-income farmworker households, one manager's unit along with associated neighborhood infrastructure (e.g., access drives and utilities). Site amenities include public open space, two shared parking areas, and landscaping. The project includes the development of 28 units under the Joe Serna Farmworker Grant Program which will be made available to qualified (very low-income) farmworkers, including the households displaced by the January 23, 2023, shooting incident.

Pursuant to the Half Moon Bay Municipal Code a follow-up Coastal Development Permit is required to be submitted to the City within 60-days of issuance of the emergency permit.

The emergency farmworker housing development was deemed to be statutorily exempt pursuant to CEQA Statute Section 21080(b)(4) and CEQA Guidelines Section 15269 in that it consists of specific actions necessary to prevent or mitigate an emergency.

SWCA previously oversaw the preparation of the Mitigated Negative Declaration and related special studies (including biological and cultural resources) for the City Corporation Yard on the easterly 5 acres of 880 Stone Pine Road. SWCA also provided environmental monitoring during construction.

DISCUSSION:

A joint application of San Mateo County and the City for a follow-up Coastal Development Permit is being prepared. Significant study and work have been completed as part of the City's Corporation Yard Project and as part of the Emergency CDP application process. The Corporation Yard Project included improvements to protect biological resources including the Pilarcitos Creek, riparian areas and special status species (red-legged frog and San Francisco garter snake. In addition, various special studies were completed for the Stone Pine Cove project. Studies included traffic/transportation (including traffic calming of Stone Pine Road), cultural resources, flooding and soils/geotechnical.

The purpose of the requested Professional Services Agreement with SWCA is to consolidate the studies, reports, and existing mitigation measures, complete an Initial Study, and prepare a Mitigated Negative Declaration for the follow-up Coastal Development Permit (CDP). The CEQA document will be part of the documentation presented to the Planning Commission as part of the review of the CDP.

ATTACHMENTS:

1. Resolution

RESOLUTION NO. C-2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH SWCA, INC, IN THE AMOUNT OF $47,897, FOR PREPARATION OF AN INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION FOR THE STONE PINE COVE AFFORDABLE HOUSING PROJECT ON A PORTION OF 880 STONE PINE ROAD

WHEREAS, on January 23, 2023, a horrific shooting incident occurred on two farms located in and adjacent to the City limits; and

WHEREAS, nineteen households were displaced as a result of the incident. These households have and will continue to be temporarily housed pending completion of new affordable housing; and

WHEREAS, soon after the shooting incident, the City and County began discussions on possible locations for permanent affordable farmworker housing to assist those families displaced; and

WHEREAS, on December 4, 2023, a joint application was filed by the County of San Mateo and the City of Half Moon Bay seeking approval of an Emergency Coastal Development Permit (ECDP) for the Stone Pine Cove affordable housing project located on approximately 5 acres of land owned by the City; and

WHEREAS, on December 11, 2023, the Community Development Director issued an Emergency Coastal Development Permit for 46 affordable single-family manufactured homes and 1 manager's unit; and

WHEREAS, the Half Moon Bay Municipal Code requires the filing of a follow-up Coastal Development Permit (CDP) within 60 days of issuance of ECDP;

WHEREAS, the follow-up CDP will require review under the California Environmental Quality Act (CEQA); and

WHEREAS, SWCA previously prepared the CEQA document for the City Corporation Yard on the easterly 5 acres of 880 Stone Pine Road.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Half Moon Bay hereby authorizes the City Manager to execute the professional services agreement with SWCA, Inc., for preparation of an initial study and mitigated negative declaration for the Stone Pine Cove Affordable Housing Project on a portion of 880 Stone Pine Road in the amount of $47,897.

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I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 16th day of January 2024, by the City Council of Half Moon Bay by the following vote:

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

ATTEST:

_____
Jessica Blair, City Clerk

APPROVED:

_____
Joaquin Jimenez, Mayor

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **January 16, 2024**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

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

TITLE: **TENANT PROTECTIONS—RESIDENTIAL RENTAL REGISTRATION AND RELATED MATTERS**

RECOMMENDATION:
It is recommended that the City Council, upon receiving public input, consider introducing an ordinance:

1. Creating a new Title 6 of the Half Moon Bay Municipal Code titled "Housing"; and
2. Creating a new Chapter 6.02 titled "Housing Definitions"; and
3. Creating a new Chapter 6.04 titled "Residential Rental Registration"; and
4. Creating a new Chapter 6.10 titled "Residential Lease Terms"; and
5. Rescinding Chapter 7.70 "Residential Rental Security Measures" in its entirety.

If the ordinance is introduced, it is further recommended that the City Council direct staff to return to the February 6, 2024, meeting for consideration of a program budget and fee schedule resolution to implement the Rental Registration Program.

FISCAL IMPACT:
Staff will be requesting that the City Council, on February 6, 2024, allocate initial implementation funding from the City Affordable Housing Fund (AHF). Revenues received from registration would be committed to repayment of the AHF. The fiscal impacts associated with this action are not fully known and are subject to policy direction from the City Council, which is anticipated to be discussed at the February 6th meeting. First year implementation costs for the Rental Registration Program, based upon similar programs in the State, are estimated to be approximately $200,000. This figure represents a best estimate based upon anticipated costs of developing an online registration portal, developing a database, City staffing related costs, compliance efforts, and legal assistance. Some variability in costs can be expected in subsequent years provided rent control is adopted (some gain in economies of scale), but annual operating costs are likely to remain near the implementation level.

The February 6th agenda item is intended to focus on establishing user fees and allocating initial operating funds.

STRATEGIC ELEMENTS:

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

OVERVIEW/BACKGROUND:

The Half Moon Bay City Council has identified affordable housing as a multi-year City priority. The City Council has 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 the 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 filed a joint application for affordable housing at 880 Stone Pine Road. In December the City issued an Emergency Coastal Development Permit for Stone Pine Cove an estimated $15 Million project to produce 47 modular units on approximately 5 acres of City-owned land. The County is preparing to bid the site development work and is in the process of awarding a contract for purchase of the first 28 units.

As mentioned previously, the Draft 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 architectural design, 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. Introducing mechanisms that protect existing rental housing stock, renters (particularly lower-income renters) is a strategy the City Council has directed staff to initiate.

As part of the City's initial assessment of the rental market, City staff spoke to and met with local non-profits and service providers. These conversations provided a better understanding of the rental housing market as they and their clients see it. Much of the information these organizations gather is client-privileged communication and could not be shared in detail. What we can say from our conversations is that the lower-income renters on the Coastside depend on a rental market primarily driven by sharing single-family homes and apartments with much of the activity lacking formal leases and/or rental agreements. Anecdotally, we have heard that a room in Moonridge will rent for as much as $1,300 per month. We have also heard that many of these tenants are being excluded from whole house access such as kitchen or laundry facilities. Staff has also been told that subleasing and home-sharing are the source of many of the complaints regarding unnoticed rent increases. It is also clear that in many instances, room-sharing is a source of income for owner occupants and primary tenant(s).

On November 7, 2023, the City Council held a work session on tenant protections. This meeting provided an opportunity for staff to present potential opportunities to assist renters within the City of Half Moon Bay (Staff Report). The work session was an opportunity for landlords and tenants to provide their observations and recommendations. Following community input and City Council discussion, staff was directed to immediately initiate work on: 1) a rental registration ordinance; 2) a rent control ordinance; 3) an enhanced tenant protections and relocation assistance ordinance; and 4) a code enforcement related relocation assistance ordinance.

Staff recommended and the City Council affirmed that the residential rental registration program represented critical foundational support to the development and success of the overall tenant protections program. Since November, City staff and the City Attorney have been working to bring the Residential Rental Registration ordinance to the City Council for consideration.

DISCUSSION:

At the direction of the City Council, staff prepared an ordinance for consideration and possible introduction. The principal element of the attached ordinance is the creation of a residential rental registration program. The ordinance, further detailed below, also includes the creation of a new Municipal Code Title 6, centralization of housing related definitions and modification/recodification of current Chapter 7.70 of the Municipal Code. This ordinance and its related components will serve as foundational support for subsequent rent control and enhanced tenant protections related ordinances.

New Title 6 "Housing" of the Half Moon Bay Municipal Code

As previously noted, the City Council has identified the protection and creation of affordable housing as a priority. The Council has directed staff to initiate work on several ordinances with the express intent of providing greater protection to renters/tenants in Half Moon Bay. The Half Moon Bay Municipal Code reserves space for incorporation of new/emerging issues. Currently there is no Title dedicated to housing related ordinances. Staff is recommending creating a new

Title 6 titled Housing in the Municipal Code. This Title will serve as a clearinghouse of sorts for housing related ordinances (codified housing policies and programs).

Housing Related Definitions (New Chapter 6.02)

Staff is recommending creation of a new Chapter 6.02 to the Half Moon Bay Municipal Code titled "Housing Definitions". The purpose of this chapter is to create a specific location for housing related terms. Proposed Chapter 6.02 consolidates the definitions for the Residential Rental Registration program as well as the definitions related to the new Chapter 6.10 (formerly Chapter 7.70). It is anticipated that Chapter 6.02 will be further amended as subsequent tenant protection provisions are adopted by the City.

Residential Rental Registration (New Chapter 6.04)

The purpose of this Chapter is to adopt regulations requiring landlords to register their rental units and provide other information to the City on an annual basis. As has been previously noted, the rental housing market in Half Moon Bay is complex, comprised of numerous components, many of which are not presently well understood or able to be documented by the City under the current regulatory structure. The registration process will allow the City to collect, monitor and analyze the characteristics of residential rental units, renters and rental rates in Half Moon Bay. The data will be available for the community, Planning Commission and City Council to inform housing policies and programs now and in the future. The registration of units and collection of this data is critical to the City Council's stated intent to establish a Costa Hawkins based rent control program. Registration and data collection will also assist the City in directing resources to tenant/landlord relations, education and mediation.

Under the Chapter, rental units to be registered includes the following rented units: single-family homes (attached or detached), mobile and manufactured homes (not space rental), duplexes, triplexes, fourplexes, apartments, rented accessory dwelling units (ADUs), and any room rented in a homeshare situation. Registration will expire annually and must be renewed. There are approximately 400 units in the City with long-term affordability restrictions representing what we believe to be approximately 28% of the City's rental housing stock. As drafted, the Chapter requires deed restricted units to be registered. Staff will be recommending that the deed restricted units be exempt from annual registration fees, which will be discussed on February 6th.

This Chapter and its implementation are intended protect the private information of tenants as well as proprietary information of landlords, the public release of which could result in competitive disadvantage. The information collected will include:

1. The name, mailing address, phone number, and email of the Owner, Landlord, and Property Manager as applicable; and

2. The street address (and unit number where applicable) of each Residential Rental Unit or portion thereof for rent or lease; and

3. The Assessor's Parcel Number (APN) that each Residential Rental Unit for rent or lease is located; and

4. The number of bedrooms and bathrooms in each Residential Rental Unit, including square footage, for rent or lease; and

5. The occupancy status of each Residential Rental Unit (e.g., vacant or occupied); and

6. The number of individuals currently residing in the unit, if occupied; and

7. Where applicable, the number of rooms individually rented; and

8. The current amount of the monthly rent charged for each Residential Rental Unit, identifying whether the monthly rent includes specified utilities (e.g., water, sewer, solid waste disposal, natural gas, electricity, etc.); and

9. Whether or not the unit's monthly rent is subsidized (e.g., such as through a housing voucher or another subsidy).

Residential Rental Terms (New Chapter 6.10)

In 2019, the City Council adopted Ordinance C-2019-07 which established a new Municipal Code Chapter 7.70 titled Residential Rental Security Measures. The Chapter established a 12-month minimum lease term for certain rental units (those units which rent rate adjustments apply to under the Tenant Protection Act of 2019), 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.

New Chapter 6.10 includes a renaming to more clearly state purpose and to better align with current Council objectives including the Residential Rental Registration program. The Chapter re-codifies the landlord and tenant dispute resolution processes, noticing requirements for landlords, tenant remedies, and prohibitions on retaliatory evictions based upon a tenant exercising rights derived under Chapter 6.10. While the existing Chapter 7.70 contains exemptions for certain units, staff is recommending that new Chapter 6.10 expand the 12-month lease term option to all rental units in the City. As noted earlier, definitions are included in new Chapter 6.02. This Chapter may be further amended or superseded upon the adoption of rent control and enhanced tenant protections.

CONCLUSION:

The proposed new Title 6 along with the new Chapter 6.02, 6.04 and 6.10 supports City housing goals as reflected in the certified and soon to be certified Housing Element. Further, the provisions are necessary to protect public health, safety and welfare of Half Moon Bay residents

who own/manage rental properties and those who rent/lease properties. Residential Rental Registration implementation is critical and foundational to establishing units that would be subject to Costa Hawkins rent control. The registration provides a means to convey information to both landlords and tenants. Further, registration provides the City with critical data necessary to manage and implement housing programs now and into the future.

NEXT STEPS:

Assuming introduction of the Ordinance, staff is preparing to return with a Resolution establishing a budget and user fees for the program on February 6, 2024. Second reading of the ordinance is anticipated on February 6th as well. Next steps will include the creation of an online registration and fee portal with initial registration of units to follow.

ATTACHMENT:

1. Draft Ordinance
    a. Attachment A (Housing Definitions)
    b. Attachment B (Residential Rental Registration)
    c. Attachment C (Residential Rental Term)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF HALF MOON BAY CREATING TITLE 6 "HOUSING" IN THE HALF MOON BAY MUNICIPAL CODE, ADDING CHAPTER 6.02 "HOUSING DEFINITIONS", ADDING CHAPTER 6.04 "RESIDENTIAL RENTAL REGISTRATION" REQUIRING REGISTRATION OF ALL RESIDENTIAL RENTAL PROPERTIES WITHIN THE CITY OF HALF MOON BAY, AND AMENDING AND RECODIFYING CHAPTER 7.70 "RESIDENTIAL RENTAL SECURITY MEASURES" AS NEW CHAPTER 6.10 "RESIDENTIAL LEASE TERMS"

WHEREAS, pursuant to Article XI, Section 7 of the California Constitution, the City of Half Moon Bay ("City") has broad authority to maintain the public peace, health and safety of its community and preserve the quality of life for its residents and may make and enforce all regulations and ordinances using its police powers to do so; and

WHEREAS, the City, with direction from the City Council, has developed goals, objectives, policies, and action programs that directly address the City's housing needs; and

WHEREAS, the City Council has identified an acute rental housing shortage within the City limits and on the greater Coastside; and

WHEREAS; the community has testified that the cost of rental housing is increasing faster than wages and that this affects all renters in the City limits and the greater Coastside; and

WHEREAS, the City is contemplating adoption of rent control and expanded tenant protections; and

WHEREAS, the City is contemplating adoption of the Cycle 6 Housing Element including goals, policies, and programs to support renters including the establishment of a rental registry, education, and other supportive services; and

WHEREAS, rental registration will assist in identifying units subject to any subsequently adopted Costa Hawkins based rent control program; and

WHEREAS, the City does not currently require registration or licensing of rental units which makes it difficult to identify tenants, landlords, and property managers regarding regulations and available assistance; and

WHEREAS, the City has no way to track residential rents, unit types, bedroom counts, or similar data all of which are critical to setting housing policy in the City; and

WHEREAS, there is no current source for obtaining that information specific to the City, making it difficult to ascertain the effect of rents and housing conditions on the potential displacement of residents; and

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WHEREAS, the City Council conducted a study session on November 7, 2023, to consider currently available information on rent control and tenant protections and to identify additional data needs; and

WHEREAS, following the November 7 meeting, the City Council directed staff to prepare ordinances to implement rental registration, rent control, expanded tenant protections, and relocation assistance for certain code-related compliance efforts.

WHEREAS, with the creation of a new Title 6, it is necessary to ensure consistency in the application of housing specific terms and phrases throughout the Title; and

WHEREAS, with creation of a new Title 6, it is further necessary to incorporate other housing related regulations into the Title; and

WHEREAS, the City Council directed staff to begin with the preparation of an ordinance requiring owners of residential rental properties to annually provide the City with basic information regarding Residential Rental Units and rental rates as a starting point for the development of rent control and tenant protections policies/ordinances; and

WHEREAS, the City Council finds and determines that a new Title 6 be created and that the housing regulations and policies including the Residential Rental Registration proposed as Chapter 6.04 of the Half Moon Bay Municipal Code is necessary to protect the public health, safety, and welfare of the residents of Half Moon Bay.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HALF MOON BAY AS FOLLOWS:

SECTION 1. Incorporation of Recitals. The City Council finds that the above Recitals are true and correct and are incorporated herein by reference.

SECTION 2. Amendment of the Half Moon Bay Municipal Code. A new Title 6, Housing is hereby added to the Half Moon Bay Municipal Code.

SECTION 3. New Chapter 6.02 of the Municipal Code. Adding a new Chapter 6.04 "Definitions" to Title 6 of the Half Moon Bay Municipal Code as found in Attachment A is adopted pursuant to the City's police power authority to protect the public health, safety, and welfare.

SECTION 4. New Chapter 6.04 of the Municipal Code. Adding a new Chapter 6.06 "Residential Rental Registration" to Title 6 of the Half Moon Bay Municipal Code as found in Attachment B is adopted pursuant to the City's police power authority to protect the public health, safety, and welfare.

SECTION 5. New Chapter 6.10 of the Municipal Code. Adding and recodifying a new Chapter 6.10 "Residential Lease Terms" to Title 6 of the Half Moon Bay Municipal Code as found in Attachment C is adopted pursuant to the City's police power authority to protect the public health, safety, and welfare.

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SECTION 6, Chapter 7.70 of the Municipal Code. Rescinding Chapter 7.70 "Residential Rental Security Measures in its entirety.

SECTION 7. Compliance with the California Environmental Quality Act. Approval of this ordinance is exempt from environmental review under the general rule in California Environmental Quality Act ("CEQA") Guidelines Section 15061(b)(3). The activity is covered by the general rule which exempts activities that can be seen with certainty to have no possibility for causing a significant effect on the environment.

SECTION 8. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 9. Publication. Prior to the expiration of fifteen (15) calendar days from the passage thereof, the ordinance or a summary thereof shall be posted or published as may be required by law, and thereafter the same shall be in full force and effect.

SECTION 10. Effective Date. Except as otherwise provided, this Ordinance shall take effect and be enforced thirty (30) calendar days after the date of its adoption.

INTRODUCED at a regular meeting of the City Council of the City of Half Moon Bay, California, held on the 16th day of January 2024, by the following vote:

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

Attest:

_____ _____

Jessica Blair, City Clerk Joaquin Jimenez, Mayor

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ATTACHMENT A

TITLE 6 – HOUSING

CHAPTER 6.02 – Housing Definitions

Section 6.02.010 – Purpose and applicability

The purpose of this Chapter is to ensure precision in the interpretation and implementation of housing related regulations through clear and concise definitions of terms. The meaning and construction of words and phrases defined in this chapter shall apply throughout Title 6, except as may be otherwise and more specifically defined in this Title or where the context clearly indicates a different meaning or construction.

Section 6.02.020 – Definitions

a) **Accessory Dwelling Unit (ADU)** shall have the same meaning as set forth in Title 18 of the Half Moon Bay Municipal Code.

b) **Administrator** refers to the City Manager or their designee.

c) **City** means the City of Half Moon Bay.

d) **Designated Representative** may include City staff and/or a Party or organization contracted by the City to provide the necessary services to implement the procedures contained in this Chapter.

e) **Landlord** means an owner, lessor, or sublessor who receives or is entitled to receive Rent for the use and occupancy of any Residential Rental Unit or portion thereof, and includes any legal entity or other individuals, employees, agents, contractors, and subcontractors that comprise or represent the Landlord.

f) **Lease** means a written contract or oral agreement used to make a legal agreement governing the occupancy of the rental unit between landlord and tenant.

g) **Owner** means any owner of record, corporation, limited liability company, or other corporate or business entity, or separate entities in which any shareholder, partner, member, or family member of an investor in the entity owns ten percent (10%) or more of the interest in the rental unit.

h) **Rent** means compensation paid by a Tenant at fixed intervals to a Landlord for the possession and use of a Residential Rental Unit or portion thereof as defined by the rental agreement between the Landlord and the Tenant. Rent excludes pass-through costs and ancillary costs paid separately to the Landlord for parking, storage, utilities, water, garbage, or any other fee or charge associated with the Residential Rental Unit.

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i) **Residential Rental Registry Fee** means the fee set by resolution of the City Council and paid by a Landlord to register each Residential Rental Unit

j) **Residential Rental Registry Information** means the information required to be submitted to the City pursuant to this Chapter.

k) **Residential Rental Unit** means a habitable structure or portion thereof (as defined in Title 18), offered for Rent and used as a place of permanent or customary and usual abode of a Tenant. Residential Rental Units include a single-family residence, an accessory dwelling unit, a mobile or manufactured home, a building, a group of buildings, or a portion of a building including a specific room used and/or designed as dwellings. A Residential Rental Unit shall not include:

1. A building, structure or unit not intended for human habitation or lacking appropriate permits and improvements required for human habitation. This includes unpermitted conversions of garages, sheds, or other accessory structures for human habitation.
2. Transient housing accommodations including hotels, motels, bed and breakfast inns, recreational vehicles within or outside a park, and short-term vacation rentals as found in Title 18 of the Half Moon Bay Municipal Code.
3. Group residential, supportive housing, transitional housing, and similar congregate uses as may be defined in Title 18 of the Half Moon Bay Municipal Code.
4. Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.

m) **Tenant** means any renter, tenant, subtenant, lessee or sublessee of a Residential Rental Unit, or any group of renters, tenants, subtenants, lessees, or sublessees of a Residential Rental Unit, or any other person entitled to the use of occupancy of all or a portion of such Residential Rental Unit, or any successor of any of the foregoing.

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ATTACHMENT B

TITLE 6 – HOUSING

CHAPTER 6.04 – Residential Rental Registration

Section 6.04.010 – Findings and Purpose

1) Findings.

The City Council finds and declares as follows:

1. The City has a substantial government interest in regulating the relationship between Landlords and Tenants in order to increase, certainty, stability, and fairness within the rental market.
2. The City finds that this Ordinance requires only the registration of Residential Rental Units and the collection of fees associated with the registry.
3. The Ordinance codified in this Title is being adopted pursuant to the City's police power authority to protect the public health, safety, and welfare.

2) Purpose.

The purpose of this Chapter is to adopt regulations for Landlords to register their residential rental units and provide related information to the City on an annual basis. The registration process will allow the City to collect, monitor, and analyze the characteristics of the residential rental units and actual rents in Half Moon Bay. Collected data will be presented in an annual report to the City Council. Registration fees collected by separate resolution pursuant to this Chapter will be used to manage the registry program which will include data collection and archiving, referrals to mediation and legal services, and education and resource materials for Landlords, Owners, and Tenants in the City. This Chapter supports the City's housing goals and protects public health, safety, and welfare for the residents of Half Moon Bay. This Chapter and its implementation are intended to protect the privacy of individual Tenants and the proprietary information of Landlords and Owners, the public release of which could result in a competitive disadvantage.

Section 6.04.020 – Registration of Residential Rental Units

a) Initial Registration. A Landlord must register each Residential Rental Unit that is subject to the provisions of this Chapter within sixty (60) calendar days of the effective date of the resolution establishing rental registration fees or July 1, 2024 whichever is earliest. Registration must be completed using forms provided by the City. The forms provided by the City may include a secure internet website with an interface for submitting the information required by this Chapter. Registration is complete only when all required information has been provided to the City and all outstanding fees and penalties, if applicable, have been paid. Upon completion of the initial registration of a Residential

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Rental Unit, the City shall issue a registration statement which shall include the renewal date for the registration of the applicable Units. The City may issue a citation and impose a late penalty should a Landlord fail to register their Residential Rental Units by the City established deadline.

b) Renewal. Registration of Residential Rental Units shall expire on June 30 of each year. There will be no proration of fees. Registration of Residential Rental Units shall be completed no later than July 31 of each subsequent year. The City may issue a citation and impose a late penalty should an Owner/Landlord fail to register their Residential Rental Units by July 31.

c) Residential Rental Registry Information. At minimum, the following information shall be provided as part of the initial and renewal registration of a Residential Rental Unit. Failure to provide the required information or providing false information is a violation of the Half Moon Bay Municipal Code Chapter 4.14, chargeable as a criminal offense.

1. The name, mailing address, phone number, and email of the Owner, Landlord, and Property Manager as applicable; and

2. The street address (and unit number where applicable) of each Residential Rental Unit or portion thereof for rent or lease; and

3. The Assessor's Parcel Number (APN) that each Residential Rental Unit for rent or lease is located; and

4. The number of bedrooms and bathrooms in each Residential Rental Unit, including square footage, for rent or lease; and

5. The occupancy status of each Residential Rental Unit (e.g., vacant or occupied); and

6. Reason for vacancy (e.g., lease expiration, voluntary move-out or eviction); and

7. The number of individuals currently residing in the unit, if occupied; and

8. Where applicable, the number of rooms individually rented; and

9. The current amount of the monthly rent charged for each Residential Rental Unit, identifying whether the monthly rent includes specified utilities (e.g., water, sewer, solid waste disposal, natural gas, electricity, etc.); and

10. Whether or not the unit's monthly rent is subsidized (e.g., such as through a housing voucher or another subsidy).

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d) Termination of Exemption. When a Residential Rental Unit, previously deemed to be exempt from this Chapter becomes governed by this Chapter, the Landlord must register the Residential Rental Unit with the City within forty-five (45) calendar days of the change in status. It shall be the responsibility of the Landlord to inform the City. Failure to provide notice will be subject to enforcement by the City including issuance of citation(s).

e) Registration Amendment. A Landlord shall notify the City if there is a change to the registration information for any Residential Rental Unit. A Landlord shall contact the City within thirty (30) calendar days of a change in a Residential Rental Unit's ownership or management, or a change in the Owner's, Landlord's or Property Manager's contact information. Failure to update information is subject to enforcement by the City including issuance of citation(s).

f) Administrative Regulations. The City may promulgate administrative regulations and operational procedures to implement the provisions of this Chapter.

g) Collecting and Keeping Confidential Residential Rental Registry Information.

1. The City Council recognizes that the Residential Rental Registry Information, if publicly disclosed, could reveal the rent that a Tenant pays for a Residential Rental Unit or other proprietary information of an Owner or Landlord that could create a competitive disadvantage for every Landlord or owner required to comply with this Chapter.

   The City Council also recognizes that the Public Records Act (Government Code §§ 6250, et seq.) generally requires the City to make available to the public information in its possession that relates to the conduct of the public's business. The Public Records Act contains exceptions intended to protect the privacy of individuals and the proprietary information of businesses that is in the City's possession only because of a legal requirement to provide it to the City in connection with a regulatory program.

   The City Council declares that the Residential Rental Registry Information shall be received in confidence, and that the public interest in nondisclosure of the Residential Rental Registry Information clearly outweighs the public interest in disclosure.

2. The City Council anticipates that Residential Rental Registry Information will be kept in a secure database. The database containing Residential Rental Registry Information may be utilized by City staff to assist in administration of any subsequent adopted rent control ordinance and/or tenant protections ordinance. It is also anticipated that the database will be used to generate reports necessary to inform and manage housing programs as well as supplement other data sources utilized in preparation of the City's Housing Element or required annual Housing

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Element Progress Reports made to the State Department of Housing and Community Development. The City anticipates generating reports which may include, but are not limited to:

a) the number of Residential Rental Units per building and/or assessor's parcel;

b) the number and type of rooms in a Residential Rental Unit on each assessor's parcel;

c) the size of Residential Rental Units, expressed in square feet;

d) the Rent for Residential Rental Units, classified only by range of size (square feet and bedrooms) and type of Residential Rental Units (apartment, single-family detached, single-family attached, accessory dwelling unit);

e) average and/or median Rent for Residential Rental Units by range of size (square feet and bedrooms) and type of Residential Rental Units (apartment, single-family detached, single-family attached, accessory dwelling unit);

f) the average length of occupancy or vacancy of Residential Rental Units classified by range of size (square footage), number of bedrooms, and type of Residential Rental Unit.

The Residential Rental Registry Information listed in this subsection shall be the only Residential Rental Registry Information released in response to a request made under the Public Records Act. The City will not disclose Residential Rental Registry Information for Residential Rental Units in a manner that identifies the Rent for any individual Rental Unit. Residential Rental Registry Information shall not include identifying information regarding an individual Tenant or property manager. These limitations do not apply to the extent the requested records are already public or if required by a court of law.

3. The Administrator may generate additional reports from the Residential Rental Registry Information database for the purposes of this Chapter. Such reports shall be released to the public only if kept in the normal course of City business and only after redacting any Residential Rental Registry Information that would improperly intrude into the personal privacy of Tenants or reveal Landlord/Owner proprietary information that could result in a competitive disadvantage.

4. The Administrator, in consultation with the City Attorney, may authorize the release of other Residential Rental Registry Information that would be otherwise confidential if it is determined that the release is legally required or the public interest in disclosure would clearly outweigh the public interest in nondisclosure.

Section 6-04.030 – Rental Registry Fees

a) Rental Registry Fees. Each Landlord shall pay the required Residential Rental Registry Fee as set forth by resolution of the City Council. The Rental Registry Fee shall be

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imposed annually for each rental unit with no proration. The fees shall be used to defray the reasonable costs associated with the implementation and administration of this Chapter, including costs of creating the portal for intake of registrations, maintenance of a database for Residential Rental Registry, reporting, financial administration, enforcement of the registration required by this Chapter, outreach, education, conflict resolution, and other related services as deemed appropriate by the City and included in the user fee calculation.

b) Late Fees; Penalties. A Landlord's failure to pay the annual Residential Rental Registration Fees required by this Chapter shall result in the City taking the following actions:

1. Issue a delinquency notice to the Landlord/Owner that provides up to fifteen (15) calendar days to pay the amount due.

2. If not paid within fifteen (15) calendar days following the issuance of the delinquency notice, the City shall assess a penalty of ten (10) percent of the Residential Rental Registry Fee, due and payable with the compliance fee on the first day of the month following the due date provided in the delinquency notice.

3. For every thirty (30) calendar days thereafter that the Residential Rental Registry Fees remain unpaid, the City shall assess a penalty of ten (10) percent of the Rental Registry Fee. If the Rental Registry Fees remain unpaid within ninety (90) calendar days following the issuance of the delinquency notice, the Landlord shall be subject to a citation described in Title 4, Chapter 4.16 (Administrative Enforcement) of the Half Moon Bay Municipal Code.

The City may collect any past due Residential Rental Registry Fees and late payment penalties by use of all available legal means, including, but not limited to, means available for the collection of judgments, liens, and actions for recovery of money. The City also may recover its collection costs.

c) Residential Rental Registry Fees Pass-Through. A Landlord/Owner may not explicitly recover any portion of the Residential Rental Registry Fee, or any associated late penalties or enforcement costs, from Tenant(s).

d) Exemptions. Fees shall not apply to the following Residential Rental Units:

1. *Subsidized Residential Rental Units*. Registration fee is required for any unit which is one hundred percent restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable to persons and families or very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low,

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or moderate income as defined in Section 50093 of the Health and Safety Code or comparable federal statutes.

2. *Accessory Dwelling Units*. Accessory dwelling units are exempt from payment of fees if the primary dwelling is owner-occupied and the accessory dwelling unit is occupied by the Landlord's immediate relative, and the occupant is not paying Rent or receiving discounts on Rent payments in exchange for other services provided, including but not limited to property maintenance or caretaking services. An "immediate relative" of the landlord may be the landlord's spouse, domestic partner, children, grandchildren, parents, or grandparents.

3. *Accessory Dwelling Units as Short-Term Vacation Rental (STR).* An accessory dwelling unit utilized and registered as a Short-Term Rental under continuation provisions contained in the Municipal Code shall be exempt from registration and fees until such time the unit is converted to a Residential Rental Unit.

4. *Mobile or Manufactured Home*. Registration of a mobile or manufactured home that is owner-occupied shall not be subject to registration even if the unit is subject to lot or space rental. Registration is required for a mobile or manufactured home unit which is rented or leased regardless of whether or not the unit is subject to lot or space rental.

Section 6-04.040 – Provision of Services

a) The Residential Rental Registration Fee approved by resolution of the City Council may, in addition to covering costs of operation and administration of the Residential Rental Registry, include costs of providing services to Landlords and Tenants in the City. These services may include, without limitation, the following:

1. Website content regarding Landlord/Tenant services and resources; and

2. Referrals to Landlord/Tenant resources which may include dispute resolution services through website content and a dedicated phone line and email; and

3. Education and outreach to Landlords and Tenants, such as handouts, mailings, and webinars about rights and obligations; and

4. Any other services for Landlords and Tenants as deemed appropriate by the City.

Section 6-04.050 – Miscellaneous

a) Annual Review. The Administrator shall annually prepare a report to the City Council assessing the effectiveness of the program established under this Chapter and may recommend changes.

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b) Business License. Nothing precludes the City Council from pursuing an amendment of the Municipal Code to apply Business Licensing provisions to all or some Residential Rental Units within the City limits.

Section 6-04.060 – Enforcement

a) Any person violating a provision or failing to comply with any of the requirements of this Chapter shall be deemed guilty of a misdemeanor or an infraction and may be subject to the penalties prescribed in Title 4 of the Half Moon Bay Municipal Code.

b) In addition to an administrative remedy or penalties available to the City, in law or equity, the City may enforce the terms of this Article through the administrative citation procedures provided in Chapter 4.16 (Administrative Enforcement) of the Half Moon Bay Municipal Code.

c) The City Attorney may bring a civil action to seek redress for any violation(s) under this Chapter on behalf of the City. In any such relief, the City shall recover all civil penalties prescribed in provided Title 4 of the Half Moon Bay Municipal Code and any other relief the court deems proper.

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Attachment C

TITLE 6 - HOUSING

CHAPTER 6.10 – Residential Lease Terms

Section 6.10.010 - Minimum Lease Terms

A. Offer. If a Tenant or prospective Tenant wishes to rent a rental unit from a Landlord and the Landlord wishes to rent the rental unit to the Tenant or prospective Tenant, the Landlord must offer to the Tenant or prospective Tenant a written lease that has a minimum term of one (1) year. Offers must be made in writing.

B. Acceptance. If the Tenant or prospective Tenant accepts the offer of a written lease which has a minimum term of one (1) year, this acceptance must be in writing.

C. Rejection. If the Tenant or prospective Tenant rejects the offer for a written lease which has a minimum term of one (1) year, the Landlord and Tenant or prospective Tenant may then enter into an agreement, oral or written, that provides for a rental term of less than one (1) year.

D. Rent. If the Landlord and Tenant enter into a written lease which has a minimum term of one (1) year, such lease must set the rent for the rental unit at a rate or rates certain and these rates shall not otherwise be modified during the term of such lease.

E. Renewal of Lease. Upon the expiration of any lease or lease renewal that has a minimum term of at least one (1) year, a lease shall be offered again in accordance with the procedures of subsections (A) – (D), so long as both the landlord and tenant wish to continue the rental relationship. If, however, either the Landlord or Tenant does not wish to continue the rental relationship, then there shall be no obligation for the Landlord to offer, or for the Tenant to accept, any renewal of the lease, unless required by state law. This subsection shall not apply to a rental unit that is rented subject to a written lease of less than one (1) year.

F. Applicability. This section shall apply to each residential rental unit located within the city.

Section 6.10.020 - Landlord and Tenant Dispute Resolution.

A. Mandatory discussion of rental housing disputes. All landlords and tenants shall participate in the conciliation and mediation of rental unit disputes as provided in this section. A rental unit dispute means a fact-based grievance raised by any tenant or landlord regarding the occupancy or use of a rental unit limited to rental rate increases, deposits, repairs and maintenance, utilities, occupants, parking and storage facilities, privacy, quiet enjoyment, or use of common areas.

B. Procedure.

1. Any tenant or landlord may request mandatory discussion of a rental unit dispute by filing a written request for dispute resolution within twenty-one days of learning the facts

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that give rise to the dispute. The request must be filed with the Administrator and must provide sufficient factual information to outline the basic issue or issues being raised.

2. Within seven days of receiving a written request for dispute resolution, the Administrator will notify both tenant and landlord if a case has been opened and will provide a copy of the request to the responding party. The Administrator will also initiate a conciliation process before mediation is scheduled, by engaging in a confidential telephone call or other contact to attempt to resolve the dispute.

3. The Administrator will not open dispute resolution, or will order dispute resolution closed, when it is clear from the written request that there is no substantial factual basis for the dispute, or when the dispute involves the actions or behavior of persons, or conditions, that are not within the control or responsibility of the parties; or when the dispute is frivolous, malicious or vexatious; or when further proceedings are not, in the sole judgment of the Administrator, likely to be productive.

4. The Administrator will promptly assign the request to a mediator who will contact all relevant parties to mediate the dispute. The Administrator shall have the authority to combine different disputes or different parties in the interest of efficiently addressing the disputes, provided that any party may, for reasons of confidentiality or otherwise, opt out of a combined mediation involving more than one tenant or landlord by notifying the Administrator. All communications between the Administrator and the parties as well as between the mediator and the parties shall be confidential and subject to the confidentiality guarantees set forth in California Evidence Code Sections 703.5 and 1115 – 1128, as may be amended.

5. No mediation will be scheduled until at least fourteen days after the parties are notified in order to allow time for conciliation efforts before mediation. Unless all parties agree in writing to waive the time limit, the initial mediation session will be conducted within twenty-eight days of the date the written request for dispute resolution is filed.

6. If a mediation session is held, the mediator shall provide the parties with an opening statement explaining the nature of the process and the ground rules. Thereafter the mediator will determine the manner and course of the session.

7. The landlords and/or tenants involved in the dispute shall be obligated to personally appear at a mediation session scheduled by a mediator. All parties must participate in the mediation session until completion of the mediator's opening statement. All parties appearing must have the legal authority to resolve disputes arising under this chapter. Participation in mediation shall be voluntary in all respects after the opening statement. The mediator may, with the consent of all parties, schedule additional sessions as needed.

8. No party shall be obligated to reach any specific agreement, or to reach any agreement at all, as a result of participating in conciliation or mediation communications. If an agreement is reached, it will be stated in writing by the mediator or by the parties. The

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City shall not be a party to or be obligated in any way under any agreement between a landlord and tenant.

Section 6.10.030 - Notice Requirements.

A. Form. Landlords shall provide all tenants with notice summarizing the rights afforded by this section.

1. The notice regarding minimum lease terms shall be provided prior to entering any lease, written or oral, and shall contain substantially the following language:

> The Half Moon Bay Municipal Code may provide you with the right to minimum lease terms. In certain situations, landlords must offer tenants the option to enter into a one (1) year written lease. It is the tenant's choice whether to enter into such a written lease with a landlord. Further information is available on the City's website or from the Administrator.

2. The notice regarding the mediation program shall be provided prior to entering any lease, written or oral, and shall contain substantially the following language:

> The Half Moon Bay Municipal Code may provide you the right to mediation of disputes between landlord and tenant. You must request mediation within 21 days of learning about the facts that created the dispute. Further information is available on the City's website or from the Administrator.

B. Language. Landlords shall provide these notifications in English, Spanish, any other languages determined necessary by the Administrator.

C. Manner. All notices shall be in writing, shall provide the name, address and phone number of the Landlord and shall be personally delivered to the Tenant, mailed to the Tenant at the address of the tenant's residential property, or transmitted by email. Service by mail shall be presumed complete within five (5) days of mailing. This presumption may be rebutted by the Tenant. All notifications shall be in bold text and at least twelve (12) point font.

Section 6.10.040 - Tenant Remedies

A. Defense to Action to Recover Possession. Failure of a Landlord to comply with any of the provisions of this chapter shall provide the Tenant with a defense in any legal action brought by the landlord to recover possession of the rental unit.

B. Defense to Action to Collect Rent. Failure of a Landlord to comply with any of the provisions of this chapter shall provide the Tenant with a defense in any legal action brought by the Landlord to collect rent.

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C. Injunctive Relief and Damages. A tenant may seek injunctive relief and/or damages on his or her own behalf and on behalf of other affected tenants to enjoin the landlord's violation of this chapter.

D. Remedies are Nonexclusive. The remedies provided for in this section shall be cumulative and not exclusive and shall not preclude a tenant from any other remedy or relief to which it otherwise would be entitled under law or equity.

E. Nonwaiver. Any waiver or purported waiver by a Tenant of his or her rights under this chapter prior to the time when such rights may be exercised, except a rejection of a one-year lease offered in accordance with section 6.10.010, shall be void as contrary to public policy.

Section 6.10.050 - City Enforcement

A. Landlord's Obligation. Compliance with this chapter is the obligation of the Landlord of a rental unit.

B. City Action. The City Attorney shall be authorized to enforce the provisions of this chapter by civil action and any other proceeding or method permitted by law.

C. Remedies are Nonexclusive. The remedies provided for in this section shall be cumulative and not exclusive and shall not preclude the City from any other remedy or relief to which it otherwise would be entitled under law or equity.

Section 6.10.060 - Retaliation Prohibited

Commencement of eviction proceedings against a tenant for exercising their r rights under this Chapter shall be considered a retaliatory eviction. Under Civil Code Section 1942.5, as may be amended, it is illegal for a landlord to retaliate against a tenant for lawfully and peaceably exercising his or her legal rights.

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BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **January 16, 2024**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: Catherine Engberg, City Attorney

TITLE: **ANIMAL CONTROL ORDINANCE – FIRST READING**

RECOMMENDATION:
Conduct a public hearing, waive first reading, and introduce an Ordinance amending portions of Chapter 8.04 (Animal Control) of the Half Moon Bay Municipal Code to update provisions for animal control.

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

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

BACKGROUND:
Since 1952, all 20 cities in San Mateo County have contracted with the County of San Mateo for animal control services, and the County has in turn contracted with the Peninsula Humane Society and Society for the Prevention of Cruelty to Animals (PHS) for animal control field and sheltering services. This has allowed the cities to pool resources to realize lower costs for animal control services than each city could likely achieve by providing its own services.

Those services are currently performed under a 2021 Facilitation and Coordination of Animal Control Services Agreement with a 5-year term, under which the City of Half Moon Bay and other cities in San Mateo County reimburse the County for the costs of specified animal care and control, shelter services, and animal licensing.

The County's animal control ordinance was last updated on October 17, 2006, with several additional minor amendments over the years. That ordinance is codified at Chapter 6.04, Title 6 of the San Mateo County Ordinance Code. Under the terms of the Animal Control Services Agreement, to facilitate efficient and cost affective delivery of animal control services, the cities are expected to adopt and maintain animal control ordinances that are substantially the same as the County's. The City's animal control ordinance is codified at Chapter 8.04 of the City's Municipal Code. It adopts all of Title 6 (Animals)—including Chapter 6.04 (Animal Control)—of the

County's Ordinance Code by reference.

DISCUSSION:
In 2022, the Animal Control and Licensing Program Manager of San Mateo County Health informed each of the cities within the County that a process would begin to revise and update the County's animal control ordinance and invited all cities to participate in the discussion and development process. From that open invitation, the Program Manager worked with a committee of five City Attorneys, representing Half Moon Bay, South San Francisco, Millbrae, Pacifica, and Redwood City, as well as the County Attorney's Office, and with ongoing input from the PHS (including their legal counsel), to develop a draft County animal control ordinance. All key stakeholders (the County, cities, and PHS) of San Mateo County animal control ultimately were involved in the drafting process. The goal for revising the County ordinance was enhanced enforceability, streamlined processes, clarity in definitions based on real-world experience, and above all else, public safety.

The committee of stakeholders identified opportunities to clarify existing language, remove repetitive language, and make substantive changes to the County's ordinance, with an emphasis on increasing efficiency in enforcement, clarifying language deemed confusing, and addressing deficiencies that had emerged after years of experience and enforcement under Chapter 6.04 of the County's Ordinance Code.

As part of the development process, the Program Manager undertook a comprehensive study of other jurisdictions within California and in some circumstances sought feedback from those jurisdictions on how certain elements worked or did not work. The Program Manager carefully considered input from all relevant parties in order to draft a proposed update to the County's animal control ordinance that reflected the interests of all stakeholders. That proposed ordinance was presented to the County Board of Supervisors for a first reading at the Board's December 12, 2023 meeting, and adopted on consent at a January 9, 2024 meeting. The County ordinance will take effect on February 8, 2024 (30 days after adoption). The County has requested that all 20 cities adopt updated ordinances in parallel so that they may take effect within one month of the County's ordinance.

The City Attorney has prepared the proposed Ordinance updating Chapter 8.04 of the City's Municipal Code, to ensure that it remains substantively the same as the County's updated animal control ordinance. The ordinance does this by amending Section 8.04.010 of the Municipal Code to provide the City adopts the updated Chapter 6.04 (Animal Control) of the County's Ordinance Code by reference, and also clarifies the City's previous adoption by reference of Chapter 6.08 (Exotic Animals), Chapter 6.12 (Spaying, Neutering and Breeding), Chapter 6.16 (Animal Fanciers), and Chapter 6.20 (Kennels and Catteries) of the County's Ordinance Code.

The following are the key provisions of the County's updated Ordinance Code Chapter 6.04:

- Updates existing definitions to improve enforcement capabilities and remove potential areas of confusion, particularly as relates to "Dangerous" and "Vicious" animal designations in Half Moon Bay.

• Lowers the rabies vaccination age requirement for cats and dogs, consistent with current state law.

• Updates language and enforcement regarding "Vicious" animals. An animal designated as "Vicious" is, in many circumstances, to be humanely euthanized. The County's updated Chapter 6.04 raises the threshold for when an animal may be declared "Vicious" (and thus is to be euthanized) to be consistent with current standards and practical enforcement considerations. For offending animals deemed a significant danger to the public, a "Vicious" animal designation is still applicable.

• Updates language and enforcement regarding "Dangerous" animals. An animal designated as "Dangerous" is one which has exhibited behavior that indicates that heightened safety requirements for the keeping of such animals are required to ensure public protection. The County's updated Chapter 6.04 revises and clarifies the threshold for when an animal may be designated as "Dangerous." Further, under the revisions, an owner may apply for the designation to be lifted after a period of three years if it has been safely maintained under the permit, removing the need for County oversight and enforcement. The Program Manager has found that most animals deemed "Dangerous" (about 90%) do not re-offend, and that the lifting of designations for animals deemed no longer a danger to the public is consistent with the practice in other jurisdictions, as well as state recommendations under the California Food and Agriculture Code.

• Removes language indicating that an animal owner may not maintain a "Dangerous" animal in a home with a juvenile person under the age of 18. The committee could not find any other jurisdiction with this restriction in an ordinance, and is not aware of any instance in which it had actually improved public safety.

• Updates the fees and charges for animal control, and further clarifies the offenses for which administrative citations may be issued for violations of Chapter 6.04 of the County Ordinance Code.

The City's proposed Ordinance also adopts as Sections 8.04.020, 8.04.030, 8.04.040, 8.04.050, and 8.04.060 of the City's Municipal Code the full text of administrative citation provisions set forth in the County's updated Chapter 6.04.

Environmental Review
The Ordinance is not subject to the provisions of the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment), under Section 15060(c)(3) (the activity is not a project as defined in Section 15378), and under Section 15061(b)(3) (common sense exemption).

Conclusion:
The Ordinance will facilitate the County's continued provision of animal control services to the

City of Half Moon Bay by ensuring that the City's animal control Code provisions remain substantively similar to the County's after the County's recent animal control ordinance update.

Next Steps
If the City Council introduces the Ordinance, a second reading will be scheduled for Council's next meeting. If adopted after that second reading, the Ordinance will become effective 30 days after adoption.

ATTACHMENTS:
1. Animal Control Ordinance
2. Agreement between the County of San Mateo and Cites in San Mateo County for Facilitation and Coordination of Animal Control Services (July 1, 2021)

ORDINANCE NO. C-2024-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY AMENDING CHAPTER 8.04 ("ANIMAL CONTROL") OF THE HALF MOON BAY MUNICIPAL CODE

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

Section 1. Findings. The City Council of the City of Half Moon Bay hereby amends Chapter 8.04 ("Animal Control) of Title 8 ("Animals") of the Half Moon Bay Municipal Code ("Animal Control Ordinance Amendment"). The City Council finds and declares as follows:

(a) Under a July 1, 2021 Facilitation and Coordination of Animal Control Services Agreement ("Agreement") with a term of 5 years, the County of San Mateo ("County") facilitates provision of, and the City, along with all other cities in San Mateo County, reimburses the County for the costs of specified animal care and control, shelter services, and animal licensing, as they have done for over 70 years.

(b) That Agreement is based on an expectation that Half Moon Bay and other cities in San Mateo County will adopt and maintain animal control ordinances that are substantially the same as the provisions of Chapters 6.04, 6.12, and 6.16 of Title 6 ("Animals") of the San Mateo County Ordinance Code.

(c) The County has recently updated Chapter 6.04 of it Ordinance Code to clarify existing definitions, enact additional requirements for animal control, and revise animal control service fees.

(d) The City's Animal Control Ordinance Amendment will ensure that the Animal Control provisions of the Half Moon Bay Municipal Code remain substantially similar to those in Chapters 6.04, 6.12, and 6.16 of Title 6 of the San Mateo County Ordinance Code, which will facilitate the County's continued provision of specified animal care and control, shelter services, and animal licensing for the City.

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

Municipal Code Provision	**Action**
Section 8.04.010	Amends section as shown in Attachment A
Section 8.04.020	Amends and renumbers section as shown in Attachment A
Section 8.04.030	Adopts new section as shown in Attachment A
Section 8.04.040	Adopts new section as shown in Attachment A
Section 8.04.050	Adopts new section as shown in Attachment A
Section 8.04.060	Adopts new section as shown in Attachment A
Section 8.04.070	Renumbers section as shown in Attachment A
Section 8.04.080	Amends and renumbers section as shown in Attachment A

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

Section 4. CEQA. The City Council finds that adoption of this Ordinance is not subject to the California Environmental Quality Act ("CEQA") under the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and Section 15060(c)(3) (the activity is not a project as defined in Section 15378), because it has no potential to result in physical change to the environment. Moreover, the City Council finds that even if adoption of this Ordinance were otherwise subject to CEQA, it would be exempt pursuant to CEQA Guidelines Section 15061(b)(3) (common sense exemption).

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

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

INTRODUCED at a regular meeting of the City Council of the City of Half Moon Bay, California, held on the 16th of January, 2024, by the following vote:

AYES,

NOES,

ABSENT,

ABSTAIN,

ATTEST:

_____

Jessica Blair, City Clerk

APPROVED:

_____

Joaquin Jimenez, Mayor

ATTACHMENT A

Chapter 8.04
ANIMAL CONTROL

Sections:

8.04.010 Adopted by reference
8.04.020 Prohibited conduct
8.04.030 Administrative Citations
6.04.040 Appeal of Administrative Citation
6.04.050 Payment of Administrative Fines
6.04.060 Amount of Administrative Fines
8.04.070 Bullfrogs
8.04.080 Penalty for violation

8.04.010 Adopted by reference.

Title 6 of the San Mateo County Ordinance Code, consisting of Chapter 6.04 (Animal Control), Chapter 6.08 (Exotic Animals), Chapter 6.12 (Spaying, Neutering and Breeding), Chapter 6.16 (Animal Fanciers Permit), and Chapter 6.20 (Kennels and Catteries), is hereby adopted by reference ~~as Title 8 of the Half Moon Bay Municipal Code, Animal Control~~ except as expressly excepted or amended by the provisions of this Chapter 8.04. Wherever the words "participating cities" or "participating jurisdictions" are used in Chapter 6.04 of the San Mateo County Ordinance Code, they shall be held to mean the City of Half Moon Bay. The definitions in Chapter 6.04 of the San Mateo County Ordinance Code shall apply to Sections 8.04.030, 8.04.040, 8.04.050, and 8.04.060 of this Chapter. Animal Control and Licensing fees and charges shall be those fees and charges as adopted in Section 6.04.350 of the San Mateo County Ordinance Code, and as from time to time amended by the county. In accordance with California Government Code Section 50022.4, no penalty clauses are adopted by reference. In the event an amendment to Title 6 of the San Mateo County Ordinance Code results in differences between this ~~title~~ Chapter and the County Ordinance Code, the ~~text~~ provisions of this ~~title~~ Chapter shall govern. ~~In accordance with California Government Code Section 50022.6, at least one true copy of Title 6 of the San Mateo County Ordinance Code has been on file with the Half Moon Bay city clerk since fifteen days prior to enactment of the ordinance codified in this title. While this title is in force, a true copy of Title 6 of the San Mateo County Ordinance Code shall be kept for public inspection in the office of the Half Moon Bay city clerk. A reasonable number of copies of Title 6 of the San Mateo County Ordinance Code shall be available in the office of the Half Moon Bay city clerk for public purchase. In accordance with California Government Code Section 50022.3, a public hearing on the adoption of the ordinance codified in this title was held on November 1, 20~~ (Ord. C-2018-06 §2(part), 2018: Ord. 4-05 §1, 2005: Ord. 9-99 §2, 1999).

8.04.0240 Prohibited conduct.

No owner or guardian of any animal shall cause or permit it to do any of the following:

A. To be in any public street, sidewalk, park, school ground, or any public property, or upon unenclosed premises in the city unless the animal is properly licensed, if such licensing is required by the city, and under the control of the owner by being saddled, harnessed, haltered or leashed by a substantial chain, lead rope or leash, six-foot maximum, which shall be held by some competent person capable of controlling such animal. An electric or invisible fence does not constitute an enclosure for the purposes of this requirement.

B. To trespass upon any private property without the consent of the owner thereof, and to knowingly permit the animal to remain upon the property or to habitually continue to trespass thereon.

C. To suffer or permit such animal to habitually bark or meow or act in such a manner as to continuously disturb the peace of any citizen or to be a public nuisance.

D. To be without proper and adequate food, water, shelter, care, and attention as described in Section 597(f) of the Penal Code.

E. Subsection A of this section shall not be applicable to cats.

F. Notwithstanding any contrary provision contained in this ~~title~~ Chapter, dogs are not required to be leashed while located in an off-leash dog area that has been designated by the city council. The city shall post appropriate signs and notices designating off-leash dog areas and indicating the rules and regulations applicable to such designated off-leash dog areas. Failure to comply with the posted rules and regulations shall constitute a violation of this section.

G. To walk more than three dogs at any one time or walk dogs for a fee in any public place without an annual permit from the city. The city manager or designee shall establish the requirements and conditions for the dog walking permit program. Any dog walker failing to possess a dog walking permit shall be in violation of this section and shall be punishable. (Ord. C-2020-05 §2(Exh. A), 2020: Ord. C-2018-06 §2(part), 2018).

8.04.030 Administrative Citations.

A. Should an Animal Control Officer, Humane Officer or peace officer determine that a person has violated any provision of Chapter 6.04 of the San Mateo County Ordinance Code or of Section 8.04.020 of this Chapter, as adopted by reference in Section 8.04.010 of this Chapter 8.04, that enforcement officer shall have authority to issue and serve notice of an administrative citation as set forth in Section 6.04.260 of the San Mateo County Ordinance Code, to the person violating Chapter 6.04 or Section 8.04.010.

B. Each administrative citation shall contain the following information:

1. The name and address of the Owner or other person to be cited.

2. The date(s) of the violation.

3. The address or a specific description of the location where the violation occurred.

4. The section, subsection, and/or provision of Chapter 6.04 of the San Mateo County Ordinance Code violated by the person cited and a description of that violation.

5. A prohibition of the continuation or repetition of the violation described in the administrative citation.

6. If applicable a description of the potential consequence(s) should the violation continue or be repeated.

7. Either:

a. The amount of the administrative fine charged and to be paid by the person cited as a result of the violation; or

b. A notice to correct a certain violation within a reasonable time, and the amount of an administrative fine that may occur if the violation is not corrected or remedied by the date specified.

8. A description of the procedure to pay the fine, to include the time period for and place of payment, and the process by which the city or county may collect any unpaid amount owed.

9. A description of the administrative citation review process, including the time within which the administrative citation may be appealed and how to appeal the administrative citation, including any form to do so.

10. The name and signature of the citing Animal Control Officer, Humane Officer or peace officer or city or county designee.

C. An administrative citation may be any format, including letter, which conveys the information set forth above.

8.04.040 Appeal of Administrative Citation.

A. A recipient of an administrative citation may contest the citation including, but not limited to, on the basis that the underlying violation did not occur, or that recipient is not the party responsible for the violation and thus was the improper recipient of the administrative citation. The recipient must contest the citation on the form provided by the Animal Program Manager or Animal Control Officer and file the appeal with the Animal Control Program Manager within twelve calendar days from the date of service of the administrative citation. Any appeal not timely filed will be rejected.

B. The appeal shall contain the following provided by the person appealing the citation:

1. The name, mailing address, and telephone number of the party requesting the appeal;

2. A copy of the administrative citation or a reference number thereto;

3. A statement of the grounds for the contest, including a description of the evidence to be presented in support of the contest and copies of any statements or documents to be submitted at the hearing in support of the appeal.

4. The signature of the appealing party;

5. A deposit of the fine assessed as set forth in the citation(s), to be refunded if the appeal is successful.

C. Should an appeal be properly and timely requested, the requesting party shall be provided a hearing before a hearing officer to be held pursuant to the procedures set forth in Section 6.04.150 of the San Mateo County Ordinance Code as applicable. The Animal Control Program shall notify the person requesting the appeal hearing of the time and place set for the hearing pursuant to Section 6.04.260 of the San Mateo County Ordinance Code.

8.04.050 Payment of Administrative Fines.

A. In the absence of an appeal by the recipient of the administrative citation, the person cited shall pay the administrative fine in full within thirty calendar days from the date of service of the notice of citation. In the event of an appeal, after which the violation is upheld, if not already paid, the fine shall be paid in full within ten calendar days after the date that the decision of the hearing officer was served on the recipient.

B. Payment of any fine shall not excuse the failure to correct the violation, nor shall it bar further enforcement of the same or any similar violation or any other violation by any applicable means.

C. Failure to pay any fines assessed within the guidelines set forth in this Chapter will result in a late charge pursuant to Section 6.04.230 of the San Mateo County Ordinance Code, which will be collected by the Animal Control Program Manager.

8.04.060 Amount of Administrative Fines.

A. Any person issued an administrative citation pursuant to this Chapter 8.04, for a violation of Chapter 6.04 of the San Mateo County Ordinance Code or of Section 8.04.020 of this Chapter, shall be assessed and pay a fine as follows:

1. One hundred dollars ($100) for a first citation.

2. Two hundred dollars ($200) for a second citation for the same violation within a one-year period.

3. Five hundred ($500) for each additional citation for the same violation within a one-year period.

8.04.07~~2~~0 Bullfrogs.

No person shall buy, sell, transport, harbor, release or otherwise possess live American bullfrogs (Rana catesbeiana) within the city of Half Moon Bay. (Ord. C-2018-06 §2(part), 2018: Ord. C-2-12 §6(part), 2012).

8.04.08~~3~~0 Penalty for violation.

Any violation of this ~~title~~ Chapter, including provisions of the San Mateo County Ordinance Code adopted by reference in Section 8.04.010, and including those provisions relating to required fees, shall be punishable as an infraction in accordance with the provisions of Section 4.14.010(C). This section shall not limit any other available criminal, civil or administrative remedies. Any or all applicable remedies shall remain available for violation of the provisions of this Chapter. (Ord. C-2018-06 §2(part), 2018: Ord. C-2-12 §6(part), 2012: Ord. 9-99 §3, 1999. Formerly 8.04.020).

1725997.3

ORDINANCE NO. 4886
BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * * *

AN ORDINANCE REPEALING AND REPLACING CHAPTER 6.04 (ANIMAL CONTROL) OF TITLE 6 OF THE SAN MATEO COUNTY ORDINANCE CODE TO CLARIFY EXISTING DEFINITIONS, ENACT ADDITIONAL REQUIREMENTS FOR ANIMAL CONTROL, REVISE ANIMAL CONTROL SERVICE FEES

The Board of Supervisors of the County of San Mateo, State of California,

ORDAINS as follows:

SECTION 1. Chapter 6.04 of the San Mateo County Ordinance Code is hereby repealed, and a new Chapter 6.04 is hereby adopted, to be entitled and numbered and to read as follows:

CHAPTER 6.04 ANIMAL CONTROL

6.04.010 – Definitions

The following words and phrases, when used in this Chapter shall have the meaning set forth below:

"Animal Control Officer" – any Person designated as the Animal Control Program Manager for the County, as well as the head of the County's animal control contractor and their duly authorized officers or deputies. In the event the County has no animal control contractor to provide animal control officers, or in cases of emergency in which additional animal control officers are needed, "animal control officer(s)" may include Persons so designated by the Animal Control Manager.

"Animal Control Program" – that program established by the County and participating cities, and the Program's animal control contractor(s), if any, which contractor is specifically charged with regulating and enforcing laws dealing with animal control within the participating jurisdictions. Animal Control Program includes the Licensing Program.

"Animal Control Program Manager" - that Person employed by the County to oversee the Animal Control Program or designee.

"Animal Control Shelter" - A San Mateo County facility operated by the County, or by another public entity, an accredited, tax-exempt humane non-profit organization contracted with the County, or a for-profit business contracted with the County for the

purpose of impounding, sheltering, adopting, or euthanizing seized, stray, distressed, homeless, abandoned, or unwanted animals.

"**Caretaker**" - any Person 18 years of age, or older, who has assumed responsibility for the care, custody, or control of an animal(s).

"Dangerous Animal" - any animal, except a trained animal assisting a peace officer engaged in law enforcement duties, that constitutes a danger to Persons or animals, and/or demonstrates any of the following behavior(s):

(a) behavior that results in bodily harm that is less serious than a "Severe Injury", or constitutes a substantial threat of bodily harm to a Person; or

(b) an attack on another animal which results in an injury that is sufficient to require veterinary care even if not received.

An animal which has been declared by an out of this County jurisdiction as "potentially dangerous," "dangerous," "vicious," or any other similar designation, may be deemed a Dangerous or Vicious animal for the purposes of this Chapter, as determined by an Animal Control Officer.

"Health Officer" - that Person so designated by the County of San Mateo.

"Humane Officer" - any Person who is qualified and appointed pursuant to California Corporations Code Section 14502, and who is an employee of the County and designated as such by the County or an employee of a society for prevention of cruelty to animals or humane society that has contracted with the County of San Mateo to provide animal control services.

"Licensing Program" - that program within San Mateo County Health Department, including but not limited to, any County contractor specifically charged with regulating and selling animal licenses in the County of San Mateo.

"Owner" - any Person 18 years of age or older who:

(a) holds the license to the animal; or

(b) if the animal is not licensed, is legally entitled to possession of the animal; or

(c) has exercised primary responsibility for the care of the animal for thirty (30) or more consecutive calendar days.

"**Person**" – means any individual, partnership, corporation, organization, trade or professional association, firm, limited liability company, joint venture, association, trust, estate, or any other legal entity, and any officer, member, shareholder, director, employee, agent, or representative thereof.

“Severe injury" - Any physical injury to a human caused by an animal attack that involves tooth derived muscle tears, disfiguring wounds or laceration(s), multiple bites requiring sutures, broken bones and/or requires corrective surgery.

“Service Animal” - any animal defined as such by federal or state law.

"Vicious Animal" - any animal, except a trained animal assisting a peace officer engaged in law enforcement duties, which meets any or all of the following criteria:

(a) Any animal that, at the time of the attack, is already designated as a Dangerous Animal and/or is the subject of a Dangerous Animal permit, and which is found to have engaged in any of the following:

(1) behavior that results in bodily harm, or constitutes a substantial threat of bodily harm, to a Person; or

(2) an attack on another animal which results in an injury that is sufficient to require veterinary care, whether or not received.

(b) Any animal that inflicts Severe Injury to or kills a Person.

(c) Any animal which cannot be safely maintained with a Dangerous Animal permit.

(d) Any animal designated by another governmental jurisdiction as, “dangerous”, "vicious", or any other similar designation, if that prior designation is based on behavior which would meet the definition of Vicious Animal under this Chapter, as determined by an Animal Control Officer.

6.04.020 - Animal Control Program.

(a) The Animal Control Program is responsible for the enforcement of this Chapter.

The duties of the Animal Control Program shall include, but not be limited to, the following:

(1) Provide animal control, sheltering services, and a rabies control program to carry out and enforce all provisions of this Chapter and California Health & Safety Code section 121690, and keep such records as may be required by law or contract.

(2) Enforce the provisions of this Chapter and all applicable state and local laws relating to the care, treatment, and impounding of animals, and specifically to issue citations and to make arrests for

violations of the provisions of this Chapter and related state laws, to the extent authorized by law.

(3) Impound animals found to be in violation of this Chapter in the interest of protecting public health and safety.

(4) Investigate animals pursuant to this Chapter or applicable state law and, if deemed appropriate, designate any such animals as Dangerous or Vicious pursuant to this Chapter.

(5) Impound animals which are in imminent or ongoing danger, or which are in need of safekeeping in order to protect the health and safety of the animal.

(6) Impound animals that are causing a threat to public safety.

(7) Where authorized under the law, to enter upon any premises upon which any animal is kept in order to seize or impound of any animal if reasonable cause exists to believe that such animal is being kept or has behaved in violation of the provisions of this Chapter.

(8) To remove and dispose of the carcass of any animal(s) found on any public right of way, except freeways or other areas maintained by Caltrans.

(9) Quarantine animals under the direction of the County Health Officer to ensure public health and safety.

(10) Euthanize and/or dispose of animal(s) humanely and in accordance with the law.

(11) Place for adoption, when appropriate, properly impounded animals if such animals are not redeemed after due notice to known Owners in accordance with the law.

(12) Provide and hold vaccination clinics in strategic locations throughout the County pursuant to Health and Safety Code 121690.

(13) Provide or make available at low cost, spay/neuter surgeries to dogs, cats, and rabbits.

(14) Provide for issuance of an animal license for a period not to exceed the term of the anti-rabies vaccination, as provided by state law.

(15) To collect any fees or charges provided for in this Chapter for the licensing, impounding and/or keeping of any animal, or for the enforcement of this Chapter.

(b) Animal Control Officers qualified under Penal Code section 830.9, who are either employees of the County designated as such by the County, or employee(s) of and designated as such by a society for prevention of cruelty to animals or humane society which has contracted with the County to provide animal control services, shall have the authority to issue citations and/or notices to appear in court, and obtain and execute search warrants to the maximum extent allowed by law, for violations of state and local animal control laws. Animal Control Officers shall have the authority provided by state law including, but not limited to, that described by Penal Code section 830.9. Animal Control Officers must complete Penal Code section 832 training.

(c) Those employees of a society for prevention of cruelty to animals or humane society under contract with the County to provide animal control services, who have been appointed and qualify as humane officers under California Corporations Code section 14502, or its successor statute, shall have the authority to issue citations and/or notices to appear in court, and obtain and execute search warrants, to the maximum extent allowed by law, for violations of state and local animal control laws.

(d) The County may contract for animal control services to be performed countywide, including within cities, provided agreement is made with the participating jurisdictions.

6.04.030 - Rabies Vaccinations.

(a) Every dog or cat Owner shall ensure their animal is vaccinated for rabies by a licensed veterinarian in the manner prescribed or approved by state law and the State of California Department of Public Health, after the dog or cat attains the age of three (3) months of age and/or within ten (10) calendar days of acquiring an unvaccinated animal. This vaccination shall be obtained prior to issuing a license for the dog or cat. In addition, proof of vaccination shall be provided by the Owner or veterinarian to the Licensing Program or the County's animal control contractor.

(b) Every veterinarian who vaccinates or causes or directs to be vaccinated in the County any dog, or cat with rabies vaccine shall certify that such animal has been vaccinated. Every veterinarian shall submit to the licensing authority a copy of the County-approved rabies vaccination form, within ten (10) calendar days of the beginning of each month, for any dog or cat which they vaccinate or direct to be vaccinated with anti-rabies during the previous month. An Animal Control Officer or animal licensing staff shall have the right to inspect records of rabies vaccinations during normal business hours.

(c) Upon receipt of a written request from a licensed veterinarian to exempt a microchipped pet from receiving a one or three-year vaccination, for medical reasons, the County Health Officer and/or designee shall review the basis for the request for exemption and approve or/deny said request.

6.04.040 - Dog and Cat Licenses.

(a) Licensing requirements for dogs and cats shall be as follows:

(1) An annual license shall be obtained, and an annual license fee shall be paid by the Owner for every dog or cat over the age of three (3) months owned or kept in unincorporated San Mateo County, and all cities within the County which adopt this Chapter. Said annual license fee shall be first due when the animal reaches three (3) months of age or within sixty (60) calendar days after the dog or cat is acquired, and due on the expiration date of the rabies vaccination and each year thereafter.

(2) New residents shall have sixty (60) calendar days in which to acquire such license.

(3) Persons renewing their license shall have thirty (30) calendar days following their due date before being found delinquent and assessed a late penalty.

(4) The fee for such license shall be as set forth in section 6.04.350 of this Chapter. The fee paid for the licensing of altered dogs and cats shall be less than said license fee for unaltered cats or dogs upon presentation of the proper certification. The license fee paid by Persons over the age of 60 shall be at a discount.

(5) An Owner may obtain a three-year license for a cat or dog by submitting to the Licensing Program adequate proof of a three-year rabies vaccination of the animal to be licensed and payment of the applicable fees, as set forth in section 6.04.350 of this code.

(6) Any Person who fails to pay such license fee after said fee is due or said dog or cat is required to be licensed, in addition to paying any past due license fee(s), may also be required to pay a late fee in accordance with Section 6.04.350 of this Chapter or may receive an administrative citation.

(7) A license shall be obtained, but no license fee shall be payable, by the Owner of any dog being raised, trained or used as a Service Animal, or for dogs that have served as a member of the armed forces of the United States of America, or any dog used by a local law enforcement agency for the purposes of law enforcement.

(8) Animals with microchip implants or other permanent identification acceptable to the Animal Control Program are not exempt from the mandatory licensing requirements.

(b) The licensing provisions in this Chapter are not applicable to the following:

(1) Dogs or cats used for diagnostic purposes or research, the use having been approved by the California State Department of Health Services pursuant to section 1666 of the Health and Safety Code.

(2) Dogs or cats used for teaching purposes in recognized educational institutions.

(3) Dogs or cats owned by veterinarians licensed by the State and kept on the premises used by said veterinarians in their practice.

(c) Tags for dogs and cats shall be issued as follows:

(1) The Licensing Program shall procure and, when licensing fee is paid, issue a lifetime tag which shall bear the number of the license. A record shall be kept with the name of the Owner together with a description of the dog or cat for which the license is issued and the number of the license, and a tag shall be provided to such Person upon payment for such license as provided by this Chapter.

(2) Whenever a tag has been lost or stolen, the Owner of the animal may request a duplicate tag upon payment of the required fee.

(3) The Owner of a licensed dog or cat shall affix such tag to a suitable collar, which collar shall remain on the dog or cat at all times.

(4) When an animal has been designated as a Service Animal, the Owner may obtain a lifetime service tag and shall be required to follow the requirements in Section 6.04.030 (a). Said tag will replace a regular dog license.

(5) The Owner or operator of any kennel, animal breeding facility, pet shop, or any place or establishment where animals are sold, adopted, or given away shall keep a permanent record of the name, address, and phone number of the purchaser of any dog or cat, along with the breed, color, sex, and age of each animal sold, adopted, or given away and shall forward such information to Animal Control services within thirty (30) calendar days thereafter. An Animal Control Officer, County representative, or employee of the County's animal control contractor shall have the right to inspect such records during normal

business hours, with forty-eight (48) hours prior notice to the Owner or operator.

6.04.050 - Public Protection from Dogs.

(a) No Owner or possessor of a dog shall cause or allow such dog to bite, or physically threaten or harass any person unless necessary to protect the physical safety of a Person.

(b) Every Owner or possessor of a dog shall prevent such dog from causing injury to another animal while such animal is lawfully upon public or private property. The failure of the Owner of a victim animal to have the animal on a leash shall not, in itself, constitute a mitigating factor in any attack.

(c) No Owner or possessor of a dog shall command or provoke such dog to attack, sic or threaten a Person unless such action is necessary to protect the physical safety of a Person.

(d) No Owner or possessor of a dog that resides in another county and is found to have violated this section shall thereafter allow such dog to be brought into San Mateo County unless the dog is fully enclosed in a vehicle and passing through to another location without stopping at any public or private premises within the County.

6.04.060 - Prohibited Conduct.

No Owner or other Person having care, custody or control of any animal shall cause or permit it to do any of following:

(a) To be upon any public street, sidewalk, park, school ground, any public property, or upon any unenclosed premises in this jurisdiction unless:

1) the animal is properly licensed, if such licensing is necessary hereunder; and

2) the animal is controlled by a chain, lead rope, or leash, which is connected to the animal's collar, saddle, harness, or halter. This latter requirement is not applicable to cats, or to service animals under the complete control of the Owner or Caretaker.

An electric or invisible fence does not constitute an enclosure for the purposes of this requirement.

(b) To trespass upon any private property without the consent of the owner thereof, and to knowingly permit the animal to remain upon the property, or to habitually continue to trespass thereon.

(c) To suffer or permit such animal to habitually bark or meow or otherwise act to disturb the peace of any citizen or to be a public nuisance.

(d) To be without proper and adequate food, water, shelter, care, and attention.

(e) No Person shall possess within San Mateo County any animal designated by another jurisdiction as “potentially dangerous”, “dangerous”, or “vicious,” or other designation based on the animal’s potential danger to humans and/or animals, without previously notifying Animal Control and receiving express written permission from the Animal Control Manager for the animal’s presence or residence in San Mateo County. A failure to receive prior permission is in itself a sufficient basis for an Animal Control Officer or peace officer to seize and impound such animal.

(f) Subsection (a)(2) of this section shall not be applicable to cats.

6.04.070 - Protection of Animals in Motor Vehicles.

(a) No Person shall leave or confine an animal in any unattended motor vehicle under conditions that endanger the health or well-being of said animal due to heat, cold, lack of adequate ventilation, lack of water, or other circumstances that could reasonably be expected to cause suffering, disability, or death of said animal.

(b) An Animal Control Officer, Humane Officer or peace officer may remove an animal from a motor vehicle if the animal’s safety reasonably appears to be in immediate danger from heat, cold, lack of adequate ventilation, lack of water, or other circumstances that could reasonably be expected to cause suffering, disability, or death to the animal. An Animal Control Officer, Humane Officer or peace officer is authorized to take all steps that are necessary for the removal of such animal from the motor vehicle, including, but not limited to, breaking into the motor vehicle, after a reasonable effort has been made to locate the Owner or other Person responsible.

(c) If an animal is removed from a motor vehicle as set forth herein, the removing officer shall, if deemed necessary by the officer, take it to an animal shelter, veterinary hospital, or other place of safekeeping.

(d) An Animal Control Officer or peace officer who removes an animal from a motor vehicle shall, in a conspicuous location on or within the motor vehicle, leave written notice bearing their name and office, and the address of the location where the animal can be claimed. The animal may be released to the Owner only after payment of all fees that have accrued for the maintenance, care, medical treatment, or impoundment of the animal.

(e) Nothing in this section shall preclude prosecution under both this section and California Penal Code Section 597 or any other provision of state or local law.

6.04.080 - Release from Confinement.

No Person other than the Owner, or person authorized by the Owner of the animal shall release any animal from any confinement, vehicle, or restraint unless such release is necessary for the immediate health and safety of the animal. This section shall not apply to Animal Control Officers, Humane Officers, and/or peace officers.

6.04.090 - Declaration of Dangerous Animal.

(a) No Person shall knowingly keep, have, maintain, sell, trade, or let for hire an animal designated as Dangerous under this Chapter without obtaining a Dangerous Animal permit from the Animal Control Officer. The animal Owner shall comply with all conditions of the Dangerous Animal permit including, but not limited to, all requirements of section 6.04.100 of this Chapter. Any animal which is determined to be Dangerous under this Chapter and for which a permit has not been obtained shall be surrendered to an Animal Control Officer, peace officer, or a County animal control contractor agency for appropriate disposition, which may include humane euthanasia.

(b) In determining whether or not an animal shall be designated as Dangerous, the Animal Control Officer, peace officer, or hearing officer may consider any relevant facts and circumstances, including but not limited to:

(1) the alleged attacking animal's prior history.

(2) the alleged attacking animal's Owner(s) ability to comply with this Chapter, and/or compliance with any prior Dangerous Animal permits held by the alleged attacking animal's Owner(s).

(3) whether any of the animals involved were previously deemed by a governmental jurisdiction as "potentially dangerous, "dangerous", "vicious" or any other similar designation.

(c) In determining whether or not an animal shall be designated as Dangerous, the Animal Control Officer, peace officer, or hearing officer, may consider the following mitigating factors:

(1) Whether at the time of the injury, attack or molestation, the Person or animal suffering the injury, attack or molestation:

(i) provoked, tormented, teased, abused or assaulted the animal, thereby causing or contributing to the alleged behavior;

(ii) committed a willful trespass or other tort upon the private property of the Owner or Caretaker of the animal in the presence of the animal;

(iii) threatened or committed an unjustified attack or assault against the Owner, Caretaker or other Person in control of the animal in the presence of the animal

(2) Any other mitigating factor relevant to whether the animal poses a threat to public health or safety. The failure of the Owner or Person in control of a victim animal to have the victim animal on a leash shall not, in itself, constitute a mitigating factor in any attack.

(d) The unwillingness of a victim or a particular witness to testify at a hearing shall not prevent designation of an animal as a Dangerous Animal, as long as sufficient evidence exists to support the designation.

(e) In the event that an Animal Control Officer or peace officer determines it necessary to protect the health or safety of the public, or of any animal, they may immediately impound any animal according to the procedures set forth in this Chapter.

(f) If an Animal Control Officer or peace officer has investigated and determined that an animal is Dangerous, the Animal Control Officer or peace officer shall deliver written notice of such determination to the Owner of the animal pursuant to section 6.04.260.

(g) Should the Owner of the animal wish to contest the Dangerous Animal designation, the Owner may request a hearing, which hearing shall be conducted according to the procedures set forth in section 6.04.150 of this Chapter. The Owner shall submit a written request for a Dangerous Animal hearing to the Animal Control Officer within seven (7) calendar days of the written notification by the Animal Control Officer and/or peace officer that the animal has been declared dangerous.

(1) Should the animal Owner not submit a request for an administrative hearing within the required timeframe, the administrative hearing process shall be deemed waived, the Dangerous Animal designation will be final, and the animal Owner shall obtain a Dangerous Animal permit within seven (7) calendar days of the written notification that the animal has been declared Dangerous.

(2) If the animal Owner requested a hearing and the hearing officer confirms the determination that the animal is Dangerous, the Owner must obtain the Dangerous Animal permit and meet the conditions required by such permit, within seven (7) calendar days of notice of such decision, unless the time is extended by an Animal Control Officer.

(3) If an animal is designated as Dangerous, but the Owner fails to obtain a Dangerous Animal permit within the required timeframe, the animal will be deemed abandoned, and will be subject to disposition as deemed appropriate, including potential euthanasia by the County's animal control contractor, at the discretion of the Animal Control Officer, peace officer or City or County representative. If not already impounded, the animal will be promptly impounded. The Owner of the animal shall be responsible for all costs of impoundment of the animal incurred prior to such abandonment.

(h) If after investigation by an Animal Control Officer or peace officer, that officer determines that the animal is not Dangerous, the victim or an Owner of a victim animal may appeal that determination, within seven (7) calendar days of notice of the decision given pursuant to section 6.04.260, by submitting to the Animal Control Officer or peace officer a written request for a hearing and paying the required fee. The Animal Control Officer or peace officer shall prepare a written report documenting its reasons for determining the animal not Dangerous and shall include evidence it has considered for and against the designation in its report. The hearing shall be conducted according to the procedures set forth in section 6.04.150 of this Chapter.

(i) No animal designated by the County as a Dangerous Animal may be transferred to a new place of residence or to a new Owner or Caretaker without prior written approval of the Animal Control Program Manager. Prior to the relocation, a written request for the relocation must be delivered to the Animal Control Program Manager and the County's animal control contractor, if any, at least 30 calendar days prior to the relocation.

(j) If an Animal Control Officer declares an animal as Dangerous which has already been declared Potentially Dangerous or Dangerous by another jurisdiction located outside of the County of San Mateo, the Owner of such animal must obtain and comply with a Dangerous Animal permit at least seven (7) calendar days prior to moving the animal into the County. The animal shall not reside in the County of San Mateo until the Dangerous Animal permit has been issued by the Animal Control Program and the Owner meets the conditions of said permit.

(k) A permit issued under this section is subject to renewal annually. An annual inspection of the location where the animal resides will be performed by an Animal Control Officer. Inspections may occur at any reasonable hour and will occur at least annually. The fee for such permit and inspection shall be as set forth in section 6.04.350 of this Chapter. Fees shall not be refundable. If the registered Owner fails to pay the permit fee and/or comply with the requirements of the permit within ten (10) calendar days of the annual inspection date, the permit may be revoked and the animal may be impounded for appropriate disposition, as determined by an Animal Control Officer, peace officer, County contracted agency or City designee, including humane euthanasia.

(l) A Dangerous Animal designation is a designation that remains with that animal for its lifetime, unless terminated as provided by this subsection. A Dangerous Animal designation may be terminated if all of the following criteria have been met, as determined by an Animal Control Officer or peace officer and the Animal Control Program Manager and/or City designee:

(1) The Owner has complied with all Dangerous Animal Permit requirements for a period of three (3) years and the animal has not been found to have committed any violations of the requirements of the permit, or of this Chapter, or any other applicable animal control laws, for the duration of that period.

(2) The animal has remained current on all rabies or similar required vaccinations and has remained current on its licensing and paid all fees for the duration of the three (3) year period.

If an animal Owner disputes a finding that the Dangerous Animal designation will not be terminated, the animal Owner may request an administrative hearing to be held according to the procedures set forth in section 6.04.150 of this Chapter.

6.04.100 - Dangerous Animal Permit Requirements.

(a) Any Owner of a Dangerous Animal shall ensure compliance with the following rules and regulations which shall be mandatory requirements for any Dangerous Animal permit:

(1) When the animal is off the property of its Owner, ensure that the animal is not kept upon any unenclosed premise unless said animal is leashed and muzzled with a cage or basket muzzle, or any other muzzle approved by the Animal Control Officer. The leash shall not exceed four (4) feet in length and having a minimum tensile strength of 300 pounds and shall be under the direct control and supervision of the Owner or a Person of such age, size, and

strength as can easily control such animal. Extraordinary care shall be taken by the Owner and/or Caretaker to ensure that such restraint is sufficient to control the animal in a manner which it will not endanger other Persons or animals.

(2) Ensure said animal is never kept on any unenclosed premises even if tethered, tied or staked.

(3) Ensure said animal is kept in a fenced yard, kennel, dog run or other enclosure, sufficient to prevent the escape of the animal or entry of young children, as approved by the Animal Control Officer or peace officer. An electric or invisible fence is not an acceptable means of enclosure for the purpose of this requirement.

(4) Maintain the animal so that it is not a threat to any mail carrier, sanitation worker, meter Person, or other Person who has the lawful right to enter the property.

(5) Ensure that all structures used to confine the animals are locked with a key or combination lock when such animals are within the fenced yard, kennel, run or enclosure.

(6) Regularly inspect the fenced yard, kennel, dog run or enclosure to ensure that it is secure to maintain the animal and keep young children out.

(7) Allow inspections by any Animal Control Officer or peace officer at any reasonable hour of the premises or premises upon which the animal is maintained.

(8) Pay permit and property inspection fees as set forth in section 6.04.350 of this Chapter within (10) ten calendar days of the permit issuance or renewal.

(9) Obtain and post approved sign(s) from the Animal Control Program after payment of a non-refundable fee as set forth in Section 6.04.350 of this Chapter. Sign(s) shall be conspicuously posted in a manner visible to the public at all entrances to the property where the animal is kept, warning Persons of the presence of a Dangerous Animal as directed by the Animal Control Officer or peace officer. Such sign(s) must be surrendered in the event of the revocation of the permit, death of animal, or approved relocation of the animal.

(10) Advise all members who reside in the same household and on the same premises of the conditions established by the permit for keeping or maintaining said Dangerous Animal.

(11) Ensure said animal wears, at all times, a separate Dangerous Animal tag issued by the Animal Control Program in addition to complying with license requirements as defined in Section 6.04.040 of this Chapter.

(12) Ensure said animal be microchipped and inform the Animal Control Officer with the microchip number within thirty (30) calendar days from the date the Dangerous Animal permit was issued.

(13) Within forty-five (45) calendar days from the date the Dangerous Animal Permit was issued, unless this period is extended by the Animal Control Program Manager or city representative at their sole discretion, said animal shall be spayed or neutered by a California licensed veterinarian, at Owner expense, and within those forty-five (45) days, the Owner shall also present written proof to the Animal Control Officer that the surgery was performed. In the event an animal cannot be safely altered, due to a medical reason, the Owner shall present the Animal Control Program Manager and Animal Control Officer with a written request from a California licensed Veterinarian stating the medical reason(s) that the animal should not be altered. The County Health Officer or designee will approve or deny the request. If said request is denied, the animal shall be altered by a California licensed veterinarian within fifteen (15) calendar days from the date of notification that the request was not approved, and within those fifteen (15) calendars days provide such written proof to the Animal Control Officer that the surgery was performed.

(14) Notify an Animal Control Officer and the Animal Control Program Manager of the animal's death within twenty-four (24) hours and produce the animal's body for verification upon request.

(15) Notify an Animal Control Officer and the Animal Control Program Manager immediately in the event the animal becomes lost, stolen, or escapes from its fenced yard, kennel run, or enclosure.

(16) Pay all reoccurring of additional fees within ten (10) calendar days of service of the invoice or annual permit. Non-payment of fee may result in the permit being revoked unless a payment plan has been approved by the County or City.

(17) Comply with all other permit conditions or requirements imposed by an Animal Control Officer, peace officer, or hearing officer pursuant to this Chapter.

(18) Comply with all local and state laws regarding the care, use,

control, and maintenance of animals.

(b) Any Owner of a Dangerous Animal shall ensure compliance with the following additional requirements, if directed to do so by an Animal Control Officer, peace officer and/or hearing officer:

(1) Prove financial responsibility by posting a bond or certificate of insurance for an amount of three hundred thousand dollars ($300,000) per animal within thirty (30) calendar days from the date of the Dangerous designation. Bond or certificate of insurance will be provided to the Animal Control Program Manager annually prior to expiration of said bond or certificate.

(2) Provide private behavioral and obedience training to the animal, at the Owner's expense and within the time set forth by the hearing officer or an Animal Control Officer following the issuance of a Dangerous Animal permit. Proof of participation, a report of behavioral assessment, and/or a certificate of satisfactory completion from an animal behaviorist or organization approved by an Animal Control Officer shall be provided to the Animal Control Officer and Animal Control Program Manager within seven (7) calendar days following the completion of the mandatory training, but not more than ninety (90) calendar days from the date of the Dangerous designation.

(3) Comply with any other permit requirements determined to be reasonably necessary to protect the public's health or safety and/or the health or safety of other animals.

(c) No more than two Dangerous Animals may be kept by any Person(s) at any one household, residence, business, or other location, without prior written approval of the designee of the appropriate jurisdiction.

6.04.110 - Revocation or Modification of Dangerous Animal Permit.

(a) Any Dangerous Animal permit issued pursuant to this Chapter may be revoked or modified by the inclusion of additional requirements or otherwise, if the Animal Control Officer or peace officer has reasonable cause to believe any of the following to be true:

(1) The dangerous animal Owner or any Person to whom the Owner has given care, custody, or control of the animal has violated any local or state laws relating to the keeping, care or use of any animals.

(2) The Owner or any Person to whom the Owner has given care, custody, or control of the animal has violated any Dangerous

Animal permit conditions, or any requirement imposed by the Animal Control Officer, peace officer, or hearing officer.

(3) The Owner or any Person to whom the Owner has given care, custody, or control changed the location of his/her residence or his/her place of business or sells, assigns, transfers, donates, leases, or otherwise disposes of the animal for which the permit was issued without first notifying an Animal Control Officer as outlined in Section 6.04.090

(4) The Owner or any Person to whom the Owner has given care, custody or control of the animal has changed the residence or premises where the animal is maintained without first complying with the guidelines set forth in Section 6.04.090

(5) The Owner or any Person to whom the Owner has given care, custody, or control of the animal is unable or unwilling to comply with the conditions of the Dangerous Animal permit.

(b) In the event that it is reasonably necessary to protect the public or an animal's health and safety, the Animal Control Officer or peace officer may impound or cause to be impounded the animal while an investigation is taking place**.**

(c) If, after investigation, the Animal Control Officer or peace officer concludes that there is probable cause to believe that one or more of the above conditions for revocation or modification of the permit has occurred, the officer shall deliver written notice of revocation or modification to the Owner. Said notice shall specify the grounds of revocation or modification of the permit. Should the Owner of the animal wish to contest the revocation or modification of the permit, the Owner may request an administrative hearing to be held before a hearing officer, as designated by the Animal Control Program Manager, within seven (7) calendar days of receiving the notice of revocation. Said administrative hearing date shall be not less than seven (7) calendar days or no more than (20) twenty calendar days after the date the request for hearing is received by the Animal Control Manager. The administrative hearing shall be conducted as set forth in section 6.04.150 of this chapter. The hearing officer conducting the hearing may either modify the terms of the permit or revoke the permit.

Any party to the hearing has the right to appeal the administrative hearing decision to the San Mateo County Superior Court by filing a Petition for a Writ of Administrative Mandate pursuant to California Code of Civil Procedure, Section 1094.5 and 1094.6.

(d) Upon written notice by the Animal Control Officer, peace officer, or hearing officer, if a hearing was held, if any modifications to a Dangerous Animal permit are made, the Owner shall immediately comply with such modified permit requirements.

(e) Upon written notice from an Animal Control Officer, peace officer or hearing officer of the revocation of a Dangerous Animal permit, the Owner of such animal shall within two (2) calendar days of such notification, surrender said animal to an Animal Control Officer. The Dangerous Animal shall be impounded and humanely euthanized unless the County designee or City designee has approved a different disposition. At the sole discretion of the appropriate City or County representative, such animal may be permanently removed from the County of San Mateo to another jurisdiction with written approval from that jurisdiction.

6.04.120 - Possession of Animals After Revocation of Dangerous Animal Permit.

No Person who has been determined to be in possession of or had Ownership of a Dangerous Animal for which a permit has been revoked under this chapter shall be granted any Dangerous Animal permit for a period of three years following such determination or revocation.

6.04.130 - Declaration of Vicious Animals.

(a) No Person shall keep, have, maintain, sell, trade, or let for hire an animal which has been designated as Vicious under the provisions of this Chapter.

(b) If an Animal Control Officer and/or peace officer has investigated and determined that an animal is Vicious, the Animal Control Officer or peace officer shall deliver written notice of such determination to the Owner of the animal. Service of notice shall be made in accordance with section 6.40.260 subdivision (a) of this Chapter. An Animal Control Officer and/or Peace Officer shall immediately impound the animal, or cause to be impounded, the animal according to the procedures set forth in Section 6.04.160 of this Chapter. The animal shall be deemed abandoned and shall be humanely euthanized unless the County designee or City designee has approved a different disposition or unless the Owner timely requests an administrative hearing.

(c) In determining whether an animal shall be designated Vicious, in addition to any other facts and circumstances of the incident(s), the applicable decision-maker may consider the following potentially mitigating factors.

(1) Whether at the time of the injury, attack or molestation, the Person or animal suffering the injury, attack, or molestation:

(i) provoked, tormented, teased, abused, or assaulted the animal, thereby causing or contributing to the alleged behavior

(ii) committed a willful trespass or other tort upon the private property of the Owner or Caretaker of the animal; and/or

(iii) threatened or committed an unjustified attack or assault against the Owner, Caretaker, or other Person in control of the charged animal.

The failure of the Owner or other Person in control of a victim animal to have the animal on a leash shall not, in itself, constitute a mitigating factor in any attack.

(2) Whether the Owner is willing and able to comply with the conditions of a Dangerous Animal permit, and whether the animal can be safely maintained on a Dangerous Animal permit considering the nature of the attack and cooperativeness and abilities of the Owner.

(d) The decision-maker may also consider, among any other relevant facts and circumstances, the following factors:

(1) whether any of the animals involved were previously deemed by any governmental jurisdiction as, "dangerous", "vicious", or any other similar designation, and/or the animal Owner's prior compliance or lack thereof with any applicable Dangerous Animal permit requirements or this Chapter;

(2) the attacking animal's history of attacks, bites or threatening behavior;

(3) whether the animal demonstrated such aggressive behavior that it is reasonable to conclude that the animal cannot be safely maintained with a Dangerous Animal permit; and

(4) whether the Owner is unable or unwilling to comply with the conditions of a Dangerous Animal permit.

(e) Should the Owner of the animal wish to contest the Vicious Animal designation, the Owner may request an administrative hearing to be conducted according to the procedures set forth in section 6.04.150 of this Chapter. The Owner shall submit a written request for a Vicious Animal hearing to the Animal Control Officer within seven (7) calendar days of the written notification by the Animal Control Officer and/or peace officer that the animal has been declared Vicious.

(f) Should the Owner not submit a request for an administrative hearing within the required timeframe, the administrative hearing process shall be deemed waived, the Vicious Animal designation will be considered final for purposes of exhaustion of administrative remedies, and the animal will be subject to disposition by the Animal Control Officer, peace officer, or City or County designee. The Owner shall lose all rights of Ownership and control of the animal, and the animal will be subject to humane euthanasia, unless another disposition is deemed appropriate by a City and/or County designee, without further notice to the Owner.

(g) The unwillingness of a victim or a particular witness to testify at a hearing shall not prevent designation of an animal as Vicious as long as sufficient evidence exists to support the designation.

(h) If after investigation, an Animal Control Officer and/or peace officer determines that the animal is not Vicious, the Officer will prepare a written decision upon request by any victim suffering physical injury or an Owner of a victim animal, either of whom may appeal that determination. Any victim suffering physical injury as a result of the attack, or Owner of a victim animal, may appeal the determination that an animal is not Vicious by submitting, within seven (7) calendar days of the service of the decision pursuant to section 6.04.260, a written request to the Animal Control Officer for an administrative hearing and paying the required fee as set forth in Section 6.04.350 of this Chapter. The administrative hearing shall be conducted according to the procedures set forth in section 6.04.150 of this Chapter.

6.04.140 - Providing False Information.

It shall be unlawful for a Person to willfully and knowingly provide false or misleading information to Animal Control Program staff, including but not limited to an Animal Control Officer, peace officer, Animal Control Program Manager, and/or hearing officer regarding animal ownership, licensing, rabies vaccination, medical treatment and condition, and/or any other matter pertaining to the enforcement of state or local law.

6.04.150 - Administrative Hearing Procedures.

(a) Administrative hearings held under this Chapter shall be conducted by a hearing officer or designated representative appointed by the Director or designee of the San Mateo County Health Department. Any city contracting with the County for animal control services may elect to utilize the services of any San Mateo County designated hearing officer to conduct hearings on behalf of the city pursuant to that city's animal control ordinances. The hearings shall be scheduled no less than seven (7) calendar days and no more than fifteen (15) calendar days from the

receipt of the request for the hearing unless the hearing officer finds good cause for continuance.

(b) The Animal Control Officer or peace officer conducting the investigation shall provide their investigation report and any evidence gathered by the officer to the Animal Control Program Manager or designee no less than 72 hours prior to said administrative hearing. The Animal Control Program Manager or designee will promptly provide the report to the parties to the case, including the Owner of the subject dog and the Owner of the victim dog.

(c) The administrative hearing shall be conducted in an informal manner consistent with due process of law. Any party may be represented by counsel. The parties may present relevant evidence including witnesses. The strict rules of evidence shall not be applicable. Any relevant evidence, including but not limited to hearsay evidence, may be admitted if it is the sort of evidence on which reasonable Persons are accustomed to rely on in the conduct of serious affairs. The hearing officer shall decide the matter based on preponderance of the evidence presented at the hearing. The administrative hearing shall be recorded, and all documentary evidence submitted at the administrative hearing shall be preserved by the Animal Control Program Manager for a period of no less than two years. Any party may arrange for a court reporter to be present. Any party desiring the presence of a court reporter shall make all necessary arrangements and shall be responsible for payment of all costs.

(d) The hearing officer may exclude disorderly or disruptive Persons from the hearing or make other orders as necessary to ensure the fair and orderly conduct of the administrative hearing.

(e) The hearing officer may decide all issues for or against the Owner(s) of the involved animal(s) even if the Owner(s) fail to appear at the hearing.

(f) Within seven (7) calendar days of the administrative hearing, the hearing officer shall render a written decision, which shall be final for the purposes of exhaustion of administrative remedies upon the date of mailing. The Animal Control Program Manager or designee shall mail the written decision and affidavit/certificate of mailing showing the date of mailing, on behalf of the hearing officer, by first class mail, postage prepaid. The decision will be mailed to the Owner of the alleged Dangerous or Vicious Animal, the victim or Owner of the victim animal, and the investigating Animal Control Officer or peace officer.

(g) If the animal is designated Dangerous, the Owner must apply for and obtain a Dangerous Animal permit as provided by this Chapter within seven (7) calendar days of the decision letter in order to maintain the animal and the Owner must comply with all mandatory Dangerous Animal

permit rules and regulations as defined in section 6.04.120 of this Chapter. A hearing officer may impose additional permit requirements as set forth in this Chapter.

(h) If the animal is designated Vicious, the Owner of such animal shall lose all rights of ownership and control of the animal, and the animal will be subject to humane euthanasia, unless another disposition is deemed appropriate by a City and/or County designee, without further notice to the Owner. An animal designated as Vicious will be held at the animal shelter for a minimum of seven (7) calendar days from the date of the hearing officer's decision, prior to any proposed euthanasia.

(i) Unless the hearing officer for good cause otherwise determines, the party requesting the administrative hearing is liable for all costs related to such hearing**.** A determination by the hearing officer that the animal is not dangerous or vicious shall constitute good cause.

(j) Hearing officer decisions are appealable to the San Mateo County Superior Court by filing a Petition for Writ of Administrative Mandate pursuant to California Code of Civil Procedure, Section 1094.5 and 1094.6.

(k) The procedures and/or definitions pertaining to potentially dangerous and vicious dogs set forth in the California Food and Agricultural Code Chapter 9, beginning with section 31601, are not adopted and do not apply within San Mateo County. As authorized by Food and Agricultural Code section 31683, the County has adopted its own program for regulation of dangerous and vicious dogs as contained in this Chapter.

6.04.160 - Animals to Be Impounded.

(a) The Animal Control Program may impound any animal kept or found under conditions that constitute a violation of this Chapter or other state or local law. The animal's Owner shall be responsible for all costs incurred or fees applicable with respect to such impoundment and maintenance in the shelter.

(b) An Animal Control Officer or peace officer may impound or cause to be impounded an animal when there is reasonable cause to believe that such animal posed, or poses, a threat to the public's health and safety, or the health and safety of another animal. The animal may remain impounded for a period not to exceed fifteen (15) calendar days in order to investigate, and to determine whether or not said animal is Dangerous or Vicious as defined by this Chapter. In calculating the fifteen (15) calendar days, the first day of impoundment is not included. If an animal is not impounded within fifteen (15) calendar days after an investigation began, the Animal Control Officer or peace officer shall make a determination whether or not

the animal is Vicious or Dangerous and shall notify the Owner of said animal as soon as reasonably practical thereafter.

(c) Within twenty-four (24) hours of the impoundment of any animal, the impounding Animal Control Officer shall serve the Owner of the animal with notice of the impoundment.

(d) No impounded animal may be redeemed unless and until any required license fee and/or other applicable charges and fees have been paid. In the event such animal is not redeemed within the time set forth by State law, it shall be deemed abandoned and may be adopted, transferred to a rescue, or disposed of in the manner determined by the Animal Control Program. The Animal Control Program shall issue to the Owner or Person responsible of the care, custody, and control of said animal a receipt showing an itemized description and the amount of the fee(s) paid.

(e) The Animal Control Program shall keep a record of all animals impounded, which record shall include a description of the animal, the date of its receipt, the date and manner of disposal, the name of the Person redeeming, adopting, or purchasing, the fees, and/or charges related to the animal. Said records shall be kept for a period of seven (7) years.

6.04.170 - Stray Animals.

Any Person who finds or picks up a stray or lost animal shall report the same to the Animal Control Shelter within twenty-four hours thereafter and shall release such animal to the Animal Control Shelter upon demand.

6.04.180 - Epidemics.

The San Mateo County Health Officer may determine and declare that rabies or other contagious diseases are epidemic or that other health and safety hazards exist among dogs or other animals within the County. Upon the making of such a declaration, the Health Officer shall prepare and promulgate such orders, rules, and regulations as are necessary for appropriate control of all the animals concerned within the County. Said rules and regulations of the Health Officer may include, but are not limited to, impoundment, quarantine, vaccination, or destruction. It shall be the duty of the Animal Control Officers to assist the Health Officer in carrying out such rules and regulations.

6.04.190 - Bite Reporting Requirements.

(a) Any Owner or other Person who is responsible for the care, custody, or control of an animal that bites a human or other animal shall provide their name and current residence address and telephone number and shall present their driver's license or other form of identification and any

information regarding any rabies vaccination for the biting animal to the person bitten or the Owner of the animal bitten. If the Person bitten is a minor, the Owner or Person in control of the biting animal shall provide the required information to the parent or guardian of the minor.

(b) In addition to the above requirements, it shall be the duty of any Person having knowledge of any animal which has bitten a human being or other animal within the County to immediately, in no case later than the end of the next calendar day, report the bite to an Animal Control Officer or peace officer and to furnish as much information as possible, including date, time and location of bite, description of animal or Person bitten, name and license number of the biting animal, and rabies vaccination history of the biting animal.

6.04.200 - Administrative Citations.

(a) Should an Animal Control Officer, Humane Officer or peace officer determine that a Person has violated any provision this Chapter, that enforcement officer shall have authority to issue and serve notice of an administrative citation as set forth in section 6.04.260, to the Person violating the Chapter.

(b) Each administrative citation shall contain the following information:

(1) The name and address of the Owner or other Person to be cited.

(2) The date(s) of the violation.

(3) The address or a specific description of the location where the violation occurred.

(4) The section, subsection, and/or provision of this Chapter violated by the Person cited and a description of that violation.

(5) A prohibition of the continuation or repetition of the violation described in the administrative citation.

(6) If applicable a description of the potential consequence(s) should the violation continue or be repeated.

(7) Either:

i) The amount of the administrative fine charged and to be paid by the Person cited as a result of the violation; or

ii) A notice to correct a certain violation within a reasonable time, and the amount of an administrative fine that may

occur if the violation is not corrected or remedied by the date specified.

(8) A description of the procedure to pay the fine, to include the time period for and place of payment, and the process by which the County may collect any unpaid amount owed.

(9) A description of the administrative citation review process, including the time within which the administrative citation may be appealed and how to appeal the administrative citation, including any form to do so.

(10) The name and signature of the citing Animal Control Officer, Humane Officer or peace officer or County designee.

(c) An administrative citation may be any format, including letter, which conveys the information set forth above.

6.04.210 - Appeal of Administrative Citation.

(a) A recipient of an administrative citation may contest the citation including, but not limited to, on the basis that the underlying violation did not occur, or that recipient is not the party responsible for the violation and thus was the improper recipient of the administrative citation. The recipient must contest the citation on the form provided by the Animal Program Manager or Animal Control Officer and file the appeal with the Animal Control Program Manager within twelve (12) calendar days from the date of service of the administrative citation. Any appeal not timely filed will be rejected.

(b) The appeal shall contain the following provided by the Person appealing the citation:

(1) The name, mailing address, and telephone number of the party requesting the appeal;

(2) A copy of the administrative citation or a reference number thereto;

(3) A statement of the grounds for the contest, including a description of the evidence to be presented in support of the contest and copies of any statements or documents to be submitted at the hearing in support of the appeal.

(4) The signature of the appealing party;

(5) A deposit of the fine assessed as set forth in the citation(s), to be refunded if the appeal is successful.

(c) Should an appeal be properly and timely requested, the requesting party shall be provided a hearing before a hearing officer to be held pursuant to the procedures set forth in section 6.04.150 as applicable. The Animal Control Program shall notify the Person requesting the appeal hearing of the time and place set for the hearing pursuant to section 6.04.260.

6.04.220 - Payment of Administrative Fines.

(a) In the absence of an appeal by the recipient of the administrative citation, the Person cited shall pay the administrative fine in full within thirty (30) calendar days from the date of service of the notice of citation. In the event of an appeal, after which the violation is upheld, if not already paid, the fine shall be paid in full within ten (10) calendar days after the date that the decision of the hearing officer was served on the recipient.

(b) Payment of any fine shall not excuse the failure to correct the violation, nor shall it bar further enforcement of the same or any similar violation or any other violation by any applicable means.

(c) Failure to pay any fines assessed within the guidelines set forth in this Chapter will result in a late charge pursuant to section 6.04.230, which will be collected by the Animal Control Program Manager.

6.04.230 - Amount of Administrative Fines.

(a) Any Person issued an administrative citation for a violation of, and pursuant to, this Chapter shall be assessed and pay a fine as follows:

(1) One hundred dollars ($100) for a first citation.

(2) Two hundred dollars ($200) for a second citation for the same violation within a one-year period.

(3) Five hundred ($500) for each additional citation for the same violation within a one-year period.

6.04.240 - Misdemeanor Violations.

(a) A Person violating any provision of this Chapter shall be guilty of an infraction except as otherwise specifically provided.

(b) A Person violating any provision of section 6.04.050, subsection (a) of section 6.04.090 or subsection (a) of section 6.04.130 of this Chapter shall be guilty of a misdemeanor.

(c) This section shall not limit any other available criminal, civil or administrative remedies. Any or all applicable remedies shall remain available for violation of the provisions of this Chapter.

6.40.250 - Violation of Chapter a Public Nuisance; Remedies Cumulative.

(a) Violation of this Chapter is a public nuisance subject to any and all applicable civil, administrative, and criminal remedies, according to the provisions and procedures set forth in this Chapter and other applicable state and local law.

(b) This section is not intended to limit any other available criminal, civil or administrative remedies. Any or all applicable administrative, civil and /or criminal remedies shall be available for violation of the provisions of this Chapter.

(c) Each day a violation continues shall constitute a separate violation.

6.40.260 - Service of Documents and Notices.

(a) Unless otherwise specified herein, the appropriate representative of the Animal Control Program shall provide any required notice or service of documents in the one of the following manners: (1) by personal delivery to the Person to be notified or served; or (2) by posting on the property at the address where the subject animal is licensed or the Owner of such animal resides; or (3) by depositing in the United States Mail, in a sealed envelope, first class postage prepaid, and addressed to such Person to be notified or served at their last-known business or residence address or as the same appears in the last equalized County assessment roll. Service by mail shall be deemed complete at the time of deposit in the United States Mail receptacle and shall include a declaration or affidavit of service which shall include notice of the date mailed. If agreed in writing by the Person to be served, notices or documents may be served electronically at the address provided by the Person to be served, to be effective upon being sent.

(b) Failure to receive any notice specified herein does not affect the validity of proceedings conducted hereunder.

6.04.270 - Field Return Fee.

A fee shall be charged for any animal impounded by a representative of the Animal Control Program and returned by an Animal Control Officer in the field to the Owner or Person who is responsible for the care, custody, or control of the animal. The fee charged shall be paid by the Owner or Person who is responsible for the care, custody, or control of said animal. Such fee shall be set forth in Section 6.04.350.

6.04.280 - Redemption and Spay/Neuter Fee.

(a) Upon redemption of any impounded unaltered animal, the Person responsible for the care, custody or control of any animal will be required to pay a spay or neuter fee in the amount of $100.00 in addition to the impound fees imposed under Section 6.04.350 of this Chapter. Such fee shall be refundable upon proof of spay and neuter of the animal within thirty (30) calendar days following the date of redemption.

(b) Any unaltered animal impounded twice or more within a three-year period shall be altered at a cost to be paid by the Owner/Caretaker or person responsible for the care, custody, or control of said animal prior to redemption. At the option of the Owner/Caretaker or Person responsible for the care, custody, or control of said animal, required spaying or neutering may be performed by a private veterinarian within thirty (30) calendar days.

(c) Any Owner or Caretaker of an impounded animal subject to mandatory spay/neuter under Subsection (b) of this Section may appeal this requirement by submitting a written request for an administrative hearing to the Animal Control Program Manager. The administrative hearing will be conducted according to the provisions of Section 6.04.150 of this Chapter.

(d) The Animal Control Program Manager may waive any County or City fee for County or City spay/neuter, vaccination or impoundment of an animal, if the animal is a feral or stray cat and the Person bringing the animal to the shelter agrees that the Person shall have no rights in the animal or any right to direct or control treatment or disposition of the animal by the Animal Control Program which will retain sole discretion in determining the disposition of the animal, which may include but not be limited to treatment and/or adoption, or euthanasia.

6.04.290 - Quarantine Fee.

A quarantine fee, as set forth in Section 6.04.350, shall be paid by the Owner or Caretaker of any animal involved, or potentially involved, in a bite. Such quarantine fee is in addition to any other fees charged set forth in Section 6.04.350 of this Chapter to recover costs incurred by the Animal Control Program for the sheltering and caring for the quarantined animal.

6.04.350 - Schedule of Fees and Charges.

This Section 6.04.350 sets forth the fees for the Animal Control Program and Licensing Program. No animal shall be released to its Owner, or other person responsible for the care, custody, or control of the animal, unless applicable fees have been paid.

Animal Control and Licensing fees and charges established by this code are as follows:

(a) License Fees.

Dogs	
Unaltered dog	
1-year license	$55.00
3-year license	$160.00
Unaltered dog Senior Pet Owner (over 60 yrs.)	
1-year license	$23.00
3-year license	$64.00
Altered dog	
1-year license	$25.00
3-year license	$70.00
Altered dog Senior Pet Owner (over 60 yrs.)	
1-year license	$10.00
3-year license	$25.00
Misc. dog fees	
Late fee	$20.00
Duplicate tag	$10.00
Cats	
Unaltered cat	
1-year license	$20.00
3-year license	$55.00
Unaltered cat Senior Pet Owner (over 60 yrs.)	
1-year license	$12.00
3-year license	$31.00
Altered cat	
1-year license	$8.00
3-year license	$19.00

Altered cat/ Senior Pet Owner (over 60 yrs.)	
1-year license	$5.00
3-year license	$12.00
Misc. cat fees	
Late fee	$7.00
Duplicate tag	$5.00

(b) Redemption Charges

Type A & B (large or medium size animals — horses, cows, hogs, sheep, etc.)	
Impound cost	$100.00
Board cost per day	$30.00
Trailering cost (per use)	$100.00
Type C (dogs, and cats)	
Impound Costs — First Impound	
Altered — licensed, wearing tag	$40.00
Unaltered — licensed, wearing tag	$65.00
Altered — unlicensed, no tag	$55.00
Unaltered — unlicensed, no tag	$85.00
Impound Costs — Second Impound	
Altered — licensed, wearing tag	$90.00
Unaltered — licensed, wearing tag	$125.00
Altered — unlicensed, no tag	$105.00
Unaltered — unlicensed, no tag	$140.00
Impound Costs — Third Impound	
Altered — licensed, wearing tag	$135.00
Unaltered — licensed, wearing tag	$155.00
Altered — unlicensed, no tag	$155.00
Unaltered — unlicensed, no tag	$180.00
Impound Costs — Fourth Impound	
Altered — licensed, wearing tag	$180.00
Unaltered — licensed, wearing tag	$215.00
Altered — unlicensed, no tag	$200.00

Unaltered — unlicensed, no tag	$240.00
Impound Costs — Fifth Impound and up	
Altered — licensed, wearing tag	$225.00
Unaltered — licensed, wearing tag	$260.00
Altered — unlicensed, no tag	$245.00
Unaltered — unlicensed, no tag	$285.00
Board charges (per day)	
Altered — dogs/	$25.00
Unaltered — dogs/	$35.00
Altered — cats	$16.00
Unaltered — cats	$22.00
Type D (small size animals, e.g., birds, hamsters, or other)	
Impound cost	$20.00
Board cost	$10.00

(c) Surrender, Euthanasia and DOA (Dead on Arrival) Disposal Fees

Dog — Licensed or unlicensed	
Surrender	$60.00
Euthanasia	$50.00
DOA Disposal	$30.00
Cat — Licensed or unlicensed	
Surrender	$60.00
Euthanasia	$50.00
DOA Disposal	$30.00
Rabbit/Small Animal	
Surrender	$40.00
Euthanasia	$30.00
DOA Disposal	$15.00
Litter of Three or more	
Surrender	$50.00
Euthanasia	$40.00
DOA Disposal	$20.00

Bird/Fowl	
Surrender	$20.00
Euthanasia	$15.00
DOA Disposal	$20.00
All Other Companion Animals (Reptiles, Amphibians, etc.)	
Surrender	$25.00
Euthanasia	$25.00
DOA Disposal	$20.00
Farm Animals	
Surrender	$60.00
Euthanasia: Under 100 pounds Over 100 pounds	$60.00 $125.00
DOA Disposal: Under 100 Pounds Over 100 pounds	$30.00 $100.00

(d) Other Animal Control Fees

Quarantine Fee	$60.00
Dangerous Animal Permit (DAP) Fee	$300.00
DAP Inspection Fee	$100.00
DAP Signage	$15.00
Field Retrieval/Return Fee	$40.00
Breeding Permit Fee	$150.00
Fancier Permit and/or Exotic Pet Fee	$100.00
Return Check Fee	$25.00
Service Dog Application Processing Fee	$50.00

(b) Miscellaneous Fee Provisions

(1) The Animal Control Program, and/or Licensing Program, may establish license discounts for recognized animal rescue organizations.

(2) License fees include a one dollar ($1) annual surcharge on all licenses for the animal population trust fund.

(3) At the discretion of the Animal Control Program Manager, a payment plan for all fees outstanding may be permitted upon a showing of good cause. If a Person is in compliance with an agreed upon payment plan, their outstanding balance shall never be considered "nonpayment" as that term is used in this Chapter.

(4) The animal control fees for any animal related service not specified in this section shall be reviewed by the Chief of Health or their designee for reimbursement of costs. The Chief of Health or their designee shall have the authority to determine the fee charged for said services. The fee charged shall be paid by the Owner or Caretaker of the animal(s) for which said service(s) have been provided.

(5) Each calendar year, the Animal Control Program Manager shall designate one month as an amnesty period for payment of cat and dog license late fees and for compliance with section 6.04.020 of this Chapter, as provided herein. During the amnesty period, applicants for cat and dog licenses shall not be assessed any late penalty fee or any other penalty for failure to obtain such license or pay any applicable license fee, notwithstanding sections 6.04.040 and 6.04.350 of this Chapter.

(6) All revenue derived from the fees, fines, forfeitures, and penalties related to the enforcement of this ordinance shall be used to offset the cost of enforcement and administration of this Chapter.

(7) If the Animal Control Program Manager determines that payment of any fees by the Owner or Caretaker for an impounded animal would cause extreme financial difficulty to the Owner or Caretaker, and that it is in the best interests of the County to allow release of the animal upon these terms, the Animal Control Program Manager may, at their discretion, set up a payment plan or waive all or part of the fees incurred for the animal.

6.04.360 – Scope.

The provisions of this Chapter shall be in effect in the unincorporated areas of this County and, except where so adopted, are not applicable to any City.

6.04.370 – Severability.

If any section, subsection, sentence, clause, phrase, or word of this Chapter should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, clause, phrase, or word of this Chapter.

SECTION 2. This ordinance shall become effective thirty days after adoption.

* * * * * *

Regularly passed and adopted this 9th day of January, 2024

AYES and in favor of said ordinance:

Supervisors: *DAVE PINE*

NOELIA CORZO

RAY MUELLER

WARREN SLOCUM

DAVID J. CANEPA

NOES and against said ordinance:

Supervisors: *NONE*

President, Board of Supervisors
County of San Mateo
State of California

Certificate of Delivery

I certify that a copy of the original ordinance filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.

Assistant Clerk of the Board of Supervisors

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **January 16, 2024**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: Jill Ekas, Community Development Director

TITLE: **APPEAL OF THE PLANNING COMMISSION DECISION TO UPHOLD THE COMMUNITY DEVELOPMENT DIRECTOR'S DECISION DENYING MINOR MODIFICATIONS TO COASTAL DEVELOPMENT PERMIT FILE NO. PDP-21-010 FOR 225 VALDEZ AVENUE**

RECOMMENDATION:
Deny the appeal of the Planning Commission decision to uphold the Community Development Director's decision denying minor modifications to an approved Coastal Development Permit and Architectural Review allowing the construction of an addition and covered terrace on the second floor, and an expanded western balcony at an existing single-family home located at 225 Valdez Avenue in the R-1 Single-Family Residential Zoning District based on the findings contained in the Resolution (Attachment 1).

FISCAL IMPACT:
The applicant/appellant has secured permits for this project and deposited funds to cover the cost of development review and inspections. However, due to a need to involve code enforcement and manage numerous project revisions, this matter has been ongoing for nearly two years and required investigation with additional inspections and meetings beyond the scope of the typical permits. The resolution of this matter will hopefully resolve this concern.

STRATEGIC ELEMENT:
This action supports all Elements of the Strategic Plan.

BACKGROUND:
This project consists of remodeling and additions to an existing single-family home. The project required a Coastal Development Permit because the additions totaled more than 10% of the home's floor area as it was originally constructed. The project was first approved by the Community Development Director following a duly noticed public hearing on April 21, 2021. Following approval and commencement of the project, several code enforcement actions were taken due to deviations from the approved plans, and the applicant/homeowner subsequently requested modifications to the original approval. The Director approved the modifications

subject to conditions on September 13, 2022. After that approval, the applicant/homeowner requested additional modifications. The Community Development Director determined that, although the proposed modifications could be deemed minor, the matter should be referred to the Planning Commission because of the project history, including multiple revisions and code enforcement intervention. The Planning Commission ultimately approved the additional modifications with conditions on November 22, 2022 (November 2022 Modifications).

The Planning Commission's November 22, 2022, decision was appealed by another City resident in December 2022. The City Council appeal hearing was tentatively scheduled for early 2023; however, in January 2023, the applicant/homeowner decided to withdraw their request for the November 2022 Modifications. In doing so, the applicant/homeowner stated that they would proceed to complete the project per the September 13, 2022, approval, which had not been appealed. Thus, the appeal of the Planning Commission's November 2022 determination was moot.

From that point forward, staff developed and enforced a project completion schedule to which the applicant agreed to adhere. For the most part, schedule milestones were met; however, as deadlines for final plan submittals and project completion loomed in summer and fall 2023, the applicant/homeowner proposed additional design modifications. The Director denied two of the modifications because they were not consistent with the Residential Design Guidelines (RDGs) and did not support the original findings for approval. The applicant/homeowner appealed the Director's decision. The Planning Commission heard the appeal of the Director's decision on November 14, 2023, and denied the appeal stating that the project as proposed to be amended by the applicant/homeowner is not consistent with the Residential Design Guidelines and agreeing with the Director's decision and findings (Attachment 2). The applicant/homeowner has now appealed the Planning Commission's November 14, 2023, decision to the City Council.

The history of this project is complex. The review of the various modifications to the Coastal Development Permit conducted by both the Director and the Planning Commission involved consideration of proposed changes to the project plans, as well as unpermitted modifications that were subject to after-the-fact review. Code Enforcement has been involved in the matter since May 2022. The project history is well-detailed up to November 2022 in the November 22, 2022 Planning Commission staff report (Agenda Link to Report and Attachments). The remainder of this report focuses on the scope of this current appeal of the Planning Commission's decision, which is limited to the proposed modifications to roof and wall openings on a second-story terrace.

DISCUSSION:

This appeal asks the City Council to modify an approved Coastal Development Permit for a single-family home addition in two ways:

1. Roof Opening: The approved Coastal Development Permit requires a roof opening along the second-story rear addition that is 8 feet long along the north-south ridgeline, and 6 feet wide in the east-west direction. The proposed modification rotates the opening 90

degrees and shifts it north. The roof opening feature contributes to articulation and openness which is especially relevant to the eastern façade in support of the Residential Design Guidelines (RDGs). The proposed modification would reduce this opening in the north-south direction by 25% and thereby reduce compliance with the Guideline.

2. Wall Openings: The approved Coastal Development Permit requires two wall openings along the second-story rear addition, one on the east and the other on the west side of the second-story terrace, positioned symmetrically between two architectural columns. As proposed, the openings would be shifted to the north resulting in an asymmetrical presentation that is not supported by the RDGs.

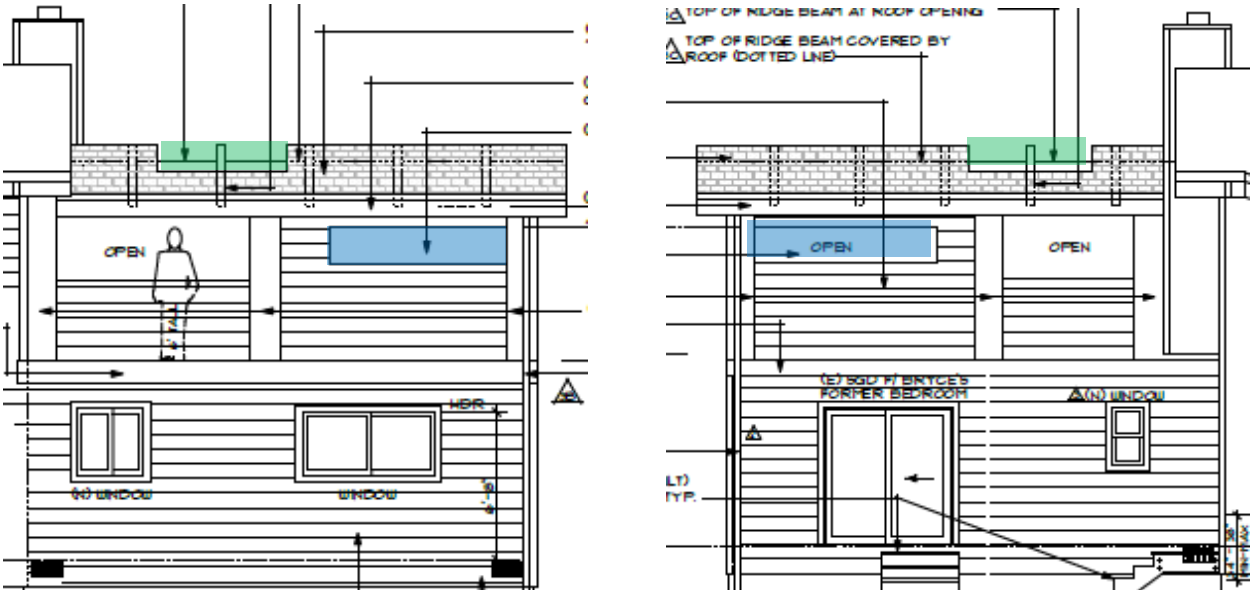
The plans associated with the most current Building Permit approval present the roof and wall openings as conditionally approved in September 2022. These plans are provided in Attachment 3.[1] The applicant/homeowner's proposed modifications are provided in Attachment 4. Details of both of these elevations are provided in Figures 1 and 2 below where the east elevation is on the left side and the west elevation on is the right side. In both figures, green boxes highlight the roof opening and blue boxes highlight the window openings.

[1] Note: The applicant/homeowner has not provided plans fully consistent with the September 22, 2022, Coastal Development Permit approval. The plans in Attachment 2 were approved for the Building Permit. They are consistent with the September 22, 2022 approval for the second-story terrace roof and wall openings. Other design features including windows on other portions of the project have been modified and approved through other actions associated with the review of this project.

Figure 1. Approved East and West Elevations - Building Permit plans depicting approved roof and wall openings.



Figure 2. Proposed Modifications to East and West Elevations – The modifications to the roof and wall openings are the subject of the appeal.



The most applicable Residential Design Guidelines (RDGs) include:

3-4. Modulate building forms and mass to create openings for light and ventilation while minimizing shadowing impacts on neighboring properties.

3-19. Articulate mass and elements on the home's exterior in a manner that is compatible with the overall architectural style of the home.

3-20. Provide an inset/offset or plane change on long walls of greater than 25 feet in length.

3-22. Align first- and second-floor windows to achieve a vertical symmetry along façades.

The approved Coastal Development Permit relied on a combination of architectural treatments to align with these guidelines. Numerous openings and design elements that provide for light, ventilation, and articulation support compliance with guidelines 3-4, 3-19, and 3-20. These include the wide roof opening, second-story wall openings, and architectural columns. The symmetry of the second-story wall openings, as centered between the architectural columns, is consistent with guideline 3-22.

The applicant/homeowner's statement of appeal is provided in Attachment 5. Previous communications were submitted by the applicant/homeowner to the Planning Commission and can be reviewed via this link to the Planning Commission November 14, 2023, agenda.[2] Staff appreciates the applicant's perspective and efforts to complete the project. However, staff's opinion, as supported by the Planning Commission, is that although these proposed modifications may appear to be relatively minor, they must be considered in context with the design of the entire second-story terrace. These and other features, such as the architectural columns, contribute to adherence with the RDGs and should be retained as approved.

Conclusion: As noted in the Background section of this report, the Planning and Building Permit review and inspection process for this project highlighted the need to consider process improvements, especially in the case of modifications to already approved plans. To that end, staff has been working with the Planning Commission on several improvements and most recently reported to the Commission in November 2023 about the status and next steps. The Commission provided positive feedback. Staff is always happy to learn from challenges and incorporate best practices. We appreciate the community's and the Planning Commission's support and collaboration in this effort.

ATTACHMENTS:

1. Resolution
2. Planning Commission Resolution, November 14, 2023
3. Building Permit Plans
4. Proposed Plans
5. Statement of Appeal

[2] Planning Commission Agenda (granicus_production_attachments.s3.amazonaws.com)

Resolution No. C-2024-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY DENYING AN APPEAL OF THE PLANNING COMMISSION DECISION TO UPHOLD THE COMMUNITY DEVELOPMENT DIRECTOR'S DECISION DENYING MINOR MODIFICATIONS TO COASTAL DEVELOPMENT PERMIT FILE NO. PDP-21-010 FOR 225 VALDEZ AVENUE

WHEREAS, an application was submitted requesting approval of Coastal Development Permit and Architectural Review to allow the construction of additions to an existing single-family residence on a 7,500 square-foot site at 225 Valdez Avenue in the R-1 Single-Family Residential Zoning District and the Residential Medium Density General Plan designation (APN 056-103-110); and

WHEREAS, the procedures for processing the application were followed as required by law; and

WHEREAS, the Community Development Director conducted a duly noticed public hearing for the requested Coastal Development Permit on April 21, 2021, at which time all those desiring to be heard on the matter were given an opportunity to be heard; and

WHEREAS, the Community Development Director considered all written and oral testimony presented for consideration; and

WHEREAS, the Community Development Director determined that the requested Coastal Development Permit for the construction of an addition to the existing single-family residence is exempt from CEQA pursuant to California Code of Regulations Section 15301(e) which exempts the construction of additions to existing structures; and

WHEREAS, the Community Development Director made the required findings and approved the Coastal Development Permit on April 21, 2021 and filed a Notice of Final Action with the California Coastal Commission;

WHEREAS, no appeals were filed; and

WHEREAS, after issuance of the building permit, the homeowner/applicant sought design modifications; and

WHEREAS, following neighborhood notification, the Director approved the proposed modifications subject to conditions of approval on September 13, 2022; and

WHEREAS, no appeals were filed with respect to the approval of modifications; and

WHEREAS, the homeowner/applicant subsequently sought additional modifications which the Director deemed to be major in nature and referred the matter to the Half Moon Bay Planning Commission; and

WHEREAS, the Planning Commission conducted a duly noticed public hearing for the requested modifications to the Coastal Development Permit on November 22, 2022, at which time all those desiring to be heard on the matter were given an opportunity to be heard; and

WHEREAS, the Planning Commission considered all written and oral testimony presented for consideration; and

WHEREAS, the Planning Commission made the required findings and approved the modifications subject to conditions of approval (November 2022 Modifications); and

WHEREAS, the Planning Commission's decision was appealed by an interested party in December 2022; and

WHEREAS, the owner/applicant withdrew their request for the November 2022 Modifications in January 2023; and

WHEREAS, the owner/applicant agreed to complete the project according to the Coastal Development Permit as previously approved with modifications on September 13, 2022 by the Director; and

WHEREAS, the owner/applicant sought additional modifications in August 2023; and

WHEREAS, on September 1, 2023 the Director denied the proposed modifications to the roof and wall openings on the second-story rear (north) terrace because the modifications are not consistent with the original approvals and the City's Residential Design Guidelines; and

WHEREAS, the owner/applicant appealed the Director's decision on September 12, 2023; and

WHEREAS, at a duly noticed public hearing, the Planning Commission found that the owner/applicant's proposed modifications do not conform to the Residential Design Guidelines and denied the appeal on November 14, 2023; and

WHEREAS, the owner/applicant appealed the Planning Commission's decision to the City Council on November 30, 2023; and

WHEREAS, the City Council held a duly noticed public hearing on January 16, 2024 and considered all written and oral testimony presented for consideration.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Half Moon Bay hereby denies the appeal of the Planning Commission decision to uphold the Community Development Director's decision denying minor modifications finding that the modifications as proposed to the roof and wall openings would be inconsistent with the Residential Design Guidelines.

****

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 16th day of January, 2024, by the City Council of Half Moon Bay by the following vote:

AYES, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ATTEST:

_____
Jessica Blair, City Clerk

APPROVED:

_____
Joaquin Jimenez, Mayor

PLANNING COMMISSION RESOLUTION P-23-12
RESOLUTION FOR DENIAL
PDP-21-010

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HALF MOON BAY DENYING THE APPEAL OF THE DIRECTOR'S DECISION DENYING MODIFICATIONS TO A COASTAL DEVELOPMENT PERMIT AND ARCHITECTURAL REVIEW TO ALLOW THE CONSTRUCTION OF ADDITIONS TO AN EXISTING RESIDENCE ON A 7,500 SQUARE-FOOT SITE AT 225 VALDEZ AVENUE IN THE R-1 SINGLE FAMILY RESIDENTIAL ZONING DISTRICT AND THE RESIDENTIAL-MEDIUM DENSITY GENERAL PLAN DESIGNATION (APN 056-103-110)

WHEREAS, an application was submitted requesting approval of Coastal Development Permit and Architectural Review to allow the construction of additions to an existing single-family residence on a 7,500 square-foot site at 225 Valdez Avenue in the R-1 Single-Family Residential Zoning District and the Residential Medium Density General Plan designation (APN 056-103-110); and

WHEREAS, the procedures for processing the application were followed as required by law; and

WHEREAS, the Community Development Director conducted a duly noticed public hearing for the requested Coastal Development Permit on April 21, 2021, at which time all those desiring to be heard on the matter were given an opportunity to be heard; and

WHEREAS, the Community Development Director considered all written and oral testimony presented for consideration; and

WHEREAS, the Community Development Director determined that the requested Coastal Development Permit for the construction of an addition to the existing single-family residence is exempt from CEQA pursuant to California Code of Regulations Section 15301(e) which exempts the construction of additions to existing structures; and

WHEREAS, the Community Development Director made the required findings and approved the Coastal Development Permit on April 21, 2021 and filed a Notice of Final Action with the California Coastal Commission;

WHEREAS, no appeals were filed; and

WHEREAS, after issuance of the building permit, the homeowner/applicant sought design modifications; and

WHEREAS, following neighborhood notification, the Director approved the proposed modifications subject to conditions of approval on September 13, 2022; and

WHEREAS, no appeals were filed with respect to the approval of modifications; and

WHEREAS, the homeowner/applicant subsequently sought additional modifications which the Director deemed to be major in nature and referred the matter to the Half Moon Bay Planning Commission; and

WHEREAS, the Planning Commission conducted a duly noticed public hearing for the requested modifications to the Coastal Development Permit on November 22, 2022, at which time all those desiring to be heard on the matter were given an opportunity to be heard; and

WHEREAS, the Planning Commission considered all written and oral testimony presented for consideration; and

WHEREAS, the Planning Commission made the required findings and approved the modifications subject to conditions of approval; and

WHEREAS, the Planning Commission's decision was appealed by an interested party in December 2022; and

WHEREAS, the owner/applicant withdrew their request for modifications as conditionally approved by the Planning Commission in January 2023; and

WHEREAS, the owner/applicant agreed to complete the project according to the Coastal Development Permit as previously approved with modifications on September 13, 2022 by the Director; and

WHEREAS, the owner/applicant sought additional modifications in August 2023; and

WHEREAS, on September 1, 2023 the Director denied the proposed modifications to the roof and wall openings on the second-story rear (north) terrace because the modifications are not consistent with the original approvals and the City's Residential Design Guidelines; and

WHEREAS, the owner/applicant appealed the Director's decision on September 12, 2023;

WHEREAS, the Planning Commission has found that the project, as brought forth by the appellant, does not conform to the Residential Design Guidelines.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission denies the appeal of the Director's decision finding that modifications as proposed to the roof and wall openings would be inconsistent with the Residential Design Guidelines.

PASSED AND ADOPTED by the City of Half Moon Bay Planning Commission at a duly noticed public hearing held November 14, 2023.

AYES, Hernandez, Gossett, Gorn, Ruddock and Joanes
NOES,
ABSENT,
ABSTAIN,

APPROVED:

Rick Hernandez, Chair

Jill Ekas, Community Development Director

CITY OF HALF MOON BAY
RECEIVED VIA EMAIL
02/07/2022



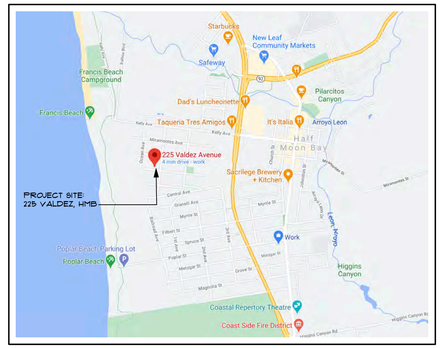
#1: BIRD'S EYE VIEW: FACING REAR YARD & NEIGHBOR ON THE WEST



#2: BIRD'S EYE VIEW: FACING REAR YARD & NEIGHBOR ON THE EAST



#3: VIEW AT NEIGHBOR'S PROPERTY



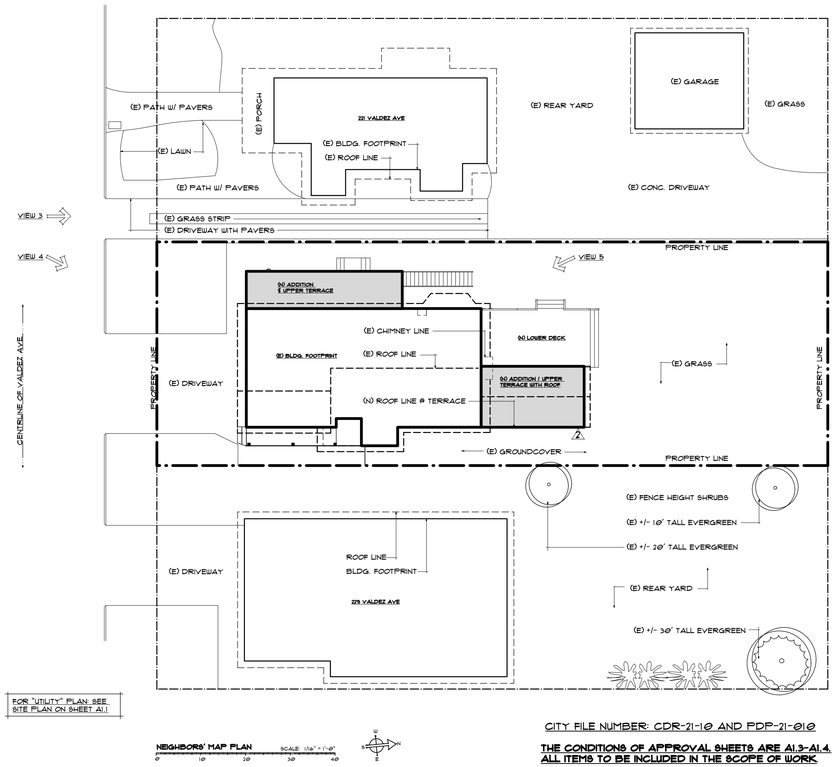
LOCATION MAP



#4: (E) FRONT VIEW



#5: (E) REAR VIEW



FOR "UTILITY" PLAN: SEE SITE PLAN ON SHEET A1.1

NEIGHBORS' MAP PLAN SCALE: 1/16" = 1'-0"
0 10 20 30 40

CITY FILE NUMBER: CDR-21-10 AND PDP-21-010

THE CONDITIONS OF APPROVAL SHEETS ARE A1.3-A1.4. ALL ITEMS TO BE INCLUDED IN THE SCOPE OF WORK

ALL CONSTRUCTION SHALL CONFORM TO:
2019 CALIFORNIA RESIDENTIAL CODE
2019 CALIFORNIA BUILDING CODE
2019 CALIFORNIA MECHANICAL CODE
2019 CALIFORNIA PLUMBING CODE
2019 CALIFORNIA FIRE CODE
2019 CALIFORNIA ELECTRICAL CODE
2019 CALIFORNIA ENERGY CODE
2019 CALGREEN BUILDING CODE STANDARDS

ZONING: R-1
TYPE OF CONSTRUCTION: TYPE V-B
FOR SCOPE OF WORK: SEE SHEET A1.1

4LEAF, INC.
Building
03/17/2022
Reviewed For Code Compliance

SUMMARY OF CONDITIONS OF APPROVAL: SEE SHEETS A1.3-A1.4 FOR ENTIRETY

STREET FRONTAGE MAINTANANCE LIABILITY: SEE C.O.A.'S CONDITION "A" #5 ON SHEET A1.3 FOR REQUIREMENTS

LOT GRADING, CONSTRUCTION STAGING, MATERIALS, EQUIPMENT & VEHICLE STORAGE: SEE C.O.A.'S CONDITION "B" #11 ON SHEET A1.3 FOR REQUIREMENTS

STORMWATER MANAGEMENT: SEE C.O.A.'S CONDITION "B" #09 ON SHEET A1.3 FOR REQUIREMENTS

FIRE CLEARANCE: SEE C.O.A.'S CONDITION "B" #12 ON SHEET A1.4 FOR REQUIREMENTS

SMOKE DETECTORS/ALARMS: SEE C.O.A.'S CONDITION "B" #13 ON SHEET A1.4 FOR REQUIREMENTS

COASTSIDE COUNTY WATER DISTRICT - REGULATIONS: SEE C.O.A.'S CONDITION "B" #14 ON SHEET A1.4 AND CONDITION "A" #3 ON SHEET A1.3 FOR REQ.

ARCHAEOLOGY-DISCOVERY OF HUMAN REMAINS: SEE C.O.A.'S CONDITION "C" #1 ON SHEET A1.4 FOR REQUIREMENTS

ARCHAEOLOGY-DISCOVERY OF RESOURCES: SEE C.O.A.'S CONDITION "C" #2 ON SHEET A1.4 FOR REQUIREMENTS

AIR QUALITY BEST MANAGEMENT PRACTICES: SEE C.O.A.'S CONDITION "C" #3 ON SHEET A1.4 AND SHEET BMP1 FOR REQUIREMENTS

HAZARDOUS MATERIALS: SEE C.O.A.'S CONDITION "C" #4 ON SHEET A1.4 FOR REQUIREMENTS

CONSTRUCTION HOURS: SEE C.O.A.'S CONDITION "C" #8 ON SHEET A1.4 FOR REQUIREMENTS

65% OF CONSTRUCTION WASTE TO BE RECYCLED OR SALVAGED AND TAKEN TO OX MOUNTAIN SANITARY LANDFILL CHECK WITH COMPANY FOR DEBRIS BOX'S AVAILABILITY. THE ADDRESS OF THE FACILITY IS 12310 SAN MATEO RD. HALF MOON BAY, CA 94019. TEL #: 650.726.1819

TIE NEW ELECTRICAL TO EXISTING UNDERGROUND SERVICE.

PER HMB MUNICIPAL CODE, CLEANOUTS IN BUILDING SEWERS SHALL BE PROVIDED IN ACCORDANCE WITH THE RULES, REGULATIONS AND ORDINANCES OF THE CITY OF HMB. ALL CLEANOUTS SHALL BE MAINTAINED WATERTIGHT.

ALL POTABLE WATER PIPING AND FITTINGS SHALL BE BRASS, COPPER, CAST IRON, GALVANIZED MALLEABLE IRON, GALVANIZED WROUGHT IRON OR GALVANIZED STEEL. ALL MATERIALS USED IN THE WATER SUPPLY SYSTEM, EXCEPT VALVES & SIMILAR DEVICES SHALL BE OF LIKE MATERIAL

SEE SHEET A1.2 FOR OTHER PERTINENT NOTES RELATIING TO THE CONSTRUCTION OPERATION PLAN (C.O.P.) AND EROSION CONTROL PLAN ON SHEET A1.5

1: PARKING AREA: CONSTRUCTION PERSONNEL WILL PARK IN THE DRIVEWAY AREAS AND NOT IN THE STREET.

2: SANITARY FACILITIES: LOCATED ON THE NORTH SIDE END OF THE REAR PROPERTY.

3: CLEAN-UP AREA (WASH-OUT PIT): LOCATED ON THE NORTH SIDE END OF THE REAR PROPERTY

4: CONSTRUCTION MATERIALS STORAGE: LOCATED ON THE NORTH SIDE END OF THE REAR PROPERTY.

5: TRUCK TRAFFIC ISSUES: EXISTING PAVED DRIVEWAYS TO BE MAINTAINED DURING CONSTRUCTION. AN ON SITE MANAGER SHALL ENSURE THAT NO CONSTRUCTION VEHICLES SHALL IMPEDED THROUGH TRAFFIC ALONG THE RIGHT OF WAY ON VALDEZ AVENUE. ALL CONSTRUCTION VEHICLES SHALL BE PARKED ON SITE OUTSIDE OF THE PUBLIC RIGHT. THERE SHALL BE NO STORAGE OF CONSTRUCTION VEHICLES IN THE PUBLIC RIGHT OF WAY.

LIST OF DRAWINGS

A0	COVER PAGE AND MAP PLAN
A1.1	SITE PLAN AND DATA
A1.2	GENERAL NOTES
A1.3	CONDITIONS OF APPROVAL
A1.4	CONDITIONS OF APPROVAL
A1.5	EROSION & SEDIMENT CONTROL PLAN
A1.6	BEST MANAGEMENT PRACTICES (BMPS)
CG1	CAL GREEN MANDATORY CHECKLIST
CG2	CAL GREEN MANDATORY CHECKLIST

A2.1	1ST FLOOR PLAN
A2.2	2ND FLOOR PLAN
A2.3	GENERAL ARCHITECTURAL NOTES
A2.4	AS-BUILT FLOOR PLANS
A2.5	DEMO PLAN
A2.6	REFLECTED CEILING PLAN (RCP)

A3.1	ELEVATIONS
A3.2	ELEVATIONS
A3.3	AS-BUILT ELEVATIONS

A4.1	SECTION A-A / INTERIOR ELEVATIONS
A4.2	SECTION B-B

D1	DETAILS: STAIRS
D2	DETAILS: TERRACE DECK / GLASS RAILING
2 CS1	SKYFLOOR WALKABLE SKYLIGHT SPECS
2 CS2	SIMPLIFIRE FIREPLACE SPECS

E1	1ST FLOOR ELECTRICAL PLAN
E2	2ND FLOOR ELECTRICAL PLAN
E3	ELECTRICAL NOTES

M1	1ST FLOOR MECHANICAL & PLUMBING PLAN
M2	2ND FLOOR MECHANICAL & PLUMBING PLAN
M3	MECHANICAL & PLUMBING NOTES

BUILDERS' ENERGY SERVICES, INC.	
T24.1	TITLE 24 ENERGY COMPLIANCE REPORT
T24.2	TITLE 24 ENERGY COMPLIANCE REPORT

LA ROSA ENGINEERING	
S1	STRUCTURAL NOTES
S2	FOUNDATION PLAN & FOUNDATION DETAILS
S3	UPPER FLOOR FRAMING PLAN & DETAILS
S4	ROOF FRAMING PLAN & ROOF DETAILS
SG	GENERAL STRUCTURAL DETAILS
HFX1	ANCHORAGE DETAILS - HFX PANELS
HFX2	FRAMING DETAILS - HFX PANELS
HFX3	FLOOR SYSTEM DETAILS - HFX PANELS

2 1: ADDED 1'-6" TO THE NORTH WING
2: ADDED NEW SHEET CS1 & CS2
2 LG

CHRIS RIDGWAY ARCHITECT, INC.
670 POPLAR STREET, HALF MOON BAY, CA 94019
PH#: 650.622.6501 WEB SITE - CRARCHITECT.NET
EMAIL: CRARCHITECT@COASTSIDE.NET

LICENSED ARCHITECT CHRIS RIDGWAY C 15465 EXP. 4/30/23 STATE OF CALIFORNIA

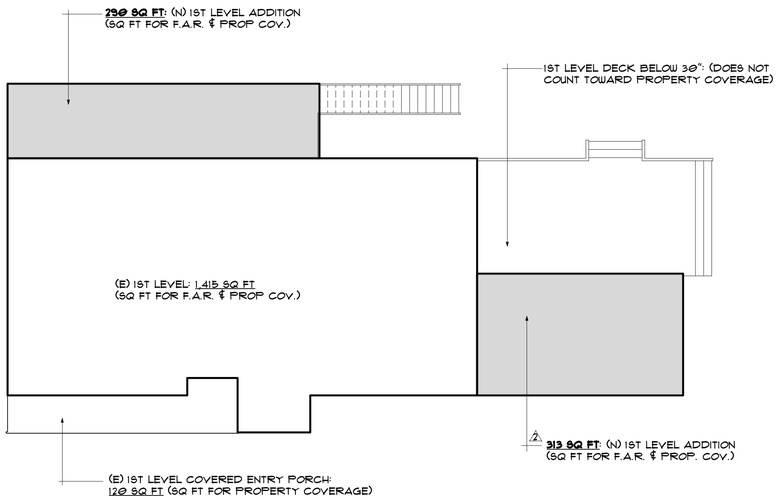
B2021-00413 - 225 VALDEZ AVE - REVISION No. 1 (2nd SUBMITTAL)

ADDITION AND REMODEL FOR: A.P.N. 056-183-110
ELLINGSON, RUSSELL & LORI
ADDRESS: 225 VALDEZ AVE., HALF MOON BAY 94019

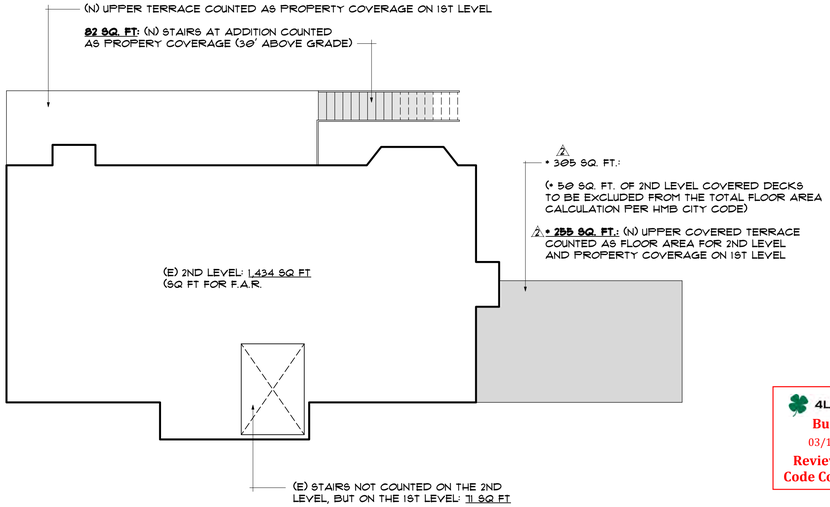
2 REVISED 03/02/22
JOB # 2006
SCALE AS NOTED
DATE 08/01/21
SHEET A0

THESE DRAWINGS AND SPECS ARE THE PROPERTY AND COPYRIGHT OF CHRIS RIDGWAY ARCHITECT, INC AND SHALL NOT BE USED OF ANY OTHER WORK EXCEPT BY AGREEMENT WITH CRA, INC. WRITTEN DIMENSIONS SHALL TAKE PREFERENCE OVER SCALED DIMENSIONS AND SHALL BE FIELD VERIFIED. ANY DISCREPANCIES SHALL BE BROUGHT TO THE NOTICE OF CRA, INC. PRIOR TO ANY START OF WORK

CITY OF HALF MOON BAY
RECEIVED VIA EMAIL
02/07/2022



1ST LEVEL SQ. FT. PLAN SCALE: 1/8" = 1'-0"



2ND LEVEL SQ. FT. PLAN SCALE: 1/8" = 1'-0"

AREA INCLUDED IN: SITE COVERAGE	AREA INCLUDED IN: FLOOR AREA		SQUARE FOOTAGE	
				AREA
X	X		1,415	(E) 1ST LEVEL
	X		1,434	(E) 2ND LEVEL
	X		2,849	(E) TOTAL SQ FT
X	X		2 **603**	(N) 1ST LEVEL: GYM/BATHROOM/LAUNDRY & BEDROOM
	X		(305) • 2 **255** 2	(N) 2ND LEVEL: COVERED TERRACE • 50 SQ. FT. OF 2ND LEVEL COVERED DECKS TO BE EXCLUDED FROM THE TOTAL FLOOR AREA CALCULATION PER HMB CITY CODE
	X		2 **858**	TOTAL FLOOR AREA TO BE ADDED
X			120	COUNTED AS PROPERTY COVERAGE: ENTRY PORCH AT GRADE LEVEL
X			82	COUNTED AS PROPERTY COVERAGE: (N) STAIRS AT ADDITION
	X		2 **3,707**	**NEW TOTAL FLOOR AREA**

4LEAF, Inc.
Building
03/17/2022
Reviewed For
Code Compliance

PLANNING DEPARTMENT: CITY OF HMB

PLANNER WHO GAVE THE INFORMATION:
BRITTNEY COZZOLINO

ZONING: R-1

A.P.N. # 056-103-110

PERSON WHO CHECKED THE REGULATIONS:
CCR & LRG

FOR PROPERTY COVERAGE

2 **2,220**	**NEW SITE COVERAGE**
35%	PERCENTAGE OF SITE COVERAGE: MULTI-STORY
7,500	LOT SIZE
2,625	MAXIMUM SITE COVERAGE ALLOWED
2 405	UNDER THE MAX SQUARE FEET

FOR FLOOR AREA

2 **3,707**	**NEW TOTAL FLOOR AREA**
50%	PERCENTAGE OF FLOOR AREA ALLOWED
7,500	LOT SIZE
3,750	MAXIMUM FLOOR AREA ALLOWED
2 43	UNDER THE MAXIMUM SQUARE FEET

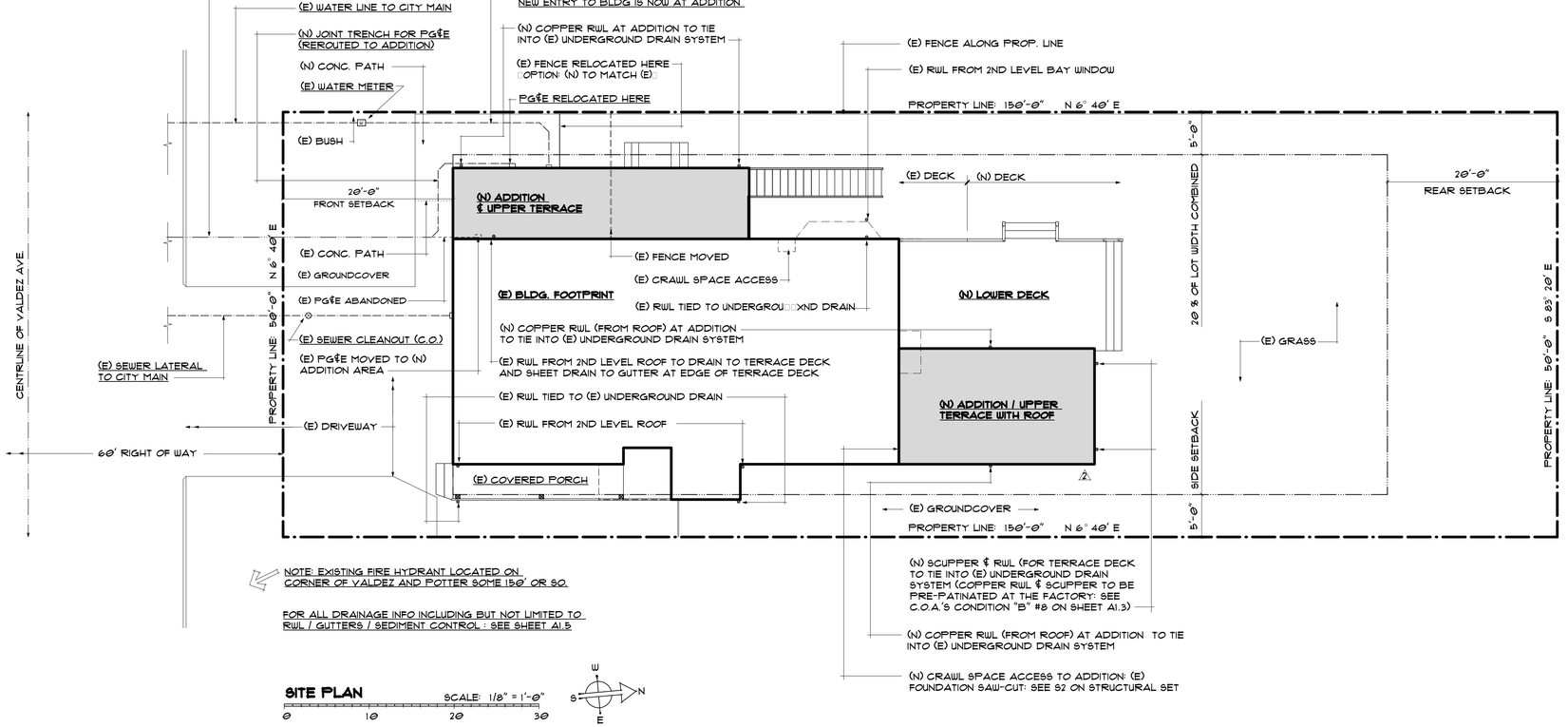
CITY FILE NUMBER: CDR-21-10 AND PDP-21-010

THE CONDITIONS OF APPROVAL SHEETS ARE A1.3-A1.4.
ALL ITEMS TO BE INCLUDED IN THE SCOPE OF WORK.

NO AUTO FIRE SPRINKLERS REQUIRED FOR THIS PROJECT

NO AUTO FIRE SPRINKLERS REQUIRED FOR THIS PROJECT: NO FIRE LATERAL LINES

ALL OTHER LINES SUCH AS TELECOMMUNICATION, CABLE AND UTILITY SERVICE SHALL BE THROUGH UNDERGROUND CONNECTIONS ONLY



NOTE: EXISTING FIRE HYDRANT LOCATED ON CORNER OF VALDEZ AND POTTER SOME 150' OR SO.

FOR ALL DRAINAGE INFO INCLUDING BUT NOT LIMITED TO RWL / GUTTERS / SEDIMENT CONTROL : SEE SHEET A1.5

SITE PLAN SCALE: 1/8" = 1'-0"

SCOPE OF WORK: ADDITION AND REMODEL:

1) EXTENDING WEST SIDE OF THE GARAGE TO CREATE A GYM.

2) EXTENDING WEST SIDE OF THE THE LAUNDRY AREA TO CREATE A NEW MUD ROOM

3) RECONFIGURING EXISTING 1ST LEVEL BATHROOM TO CREATE A SEPARATE BATH FOR TEEN DAUGHTER

4) THE (E) 1ST LEVEL BEDROOM BECOMES A TEEN ROOM AND THE FORMER IS ADDED TO THE REAR OF THE BLDG. THIS "NEW" BEDROOM WILL ALSO HAVE A NEW BATHROOM.

5) THE (E) 1ST LEVEL DECK TO BE EXTENDED NORTH

6) A 2ND LEVEL TERRACE WILL BE ADDED ON THE WEST SIDE ABOVE THE NEW 1ST LEVEL ADDITION.

7) A 2ND LEVEL COVERED TERRACE WILL BE ADDED ON THE NORTH END ABOVE THE NEW 1ST LEVEL ADDITION

8) THE (E) KITCHEN TO BE REMODELED WITH NEW SPACE PLANNING AND CREATE AN OPEN PLAN

9) A NEW POWDER BATH IS TO BE CREATED NEXT TO THE STAIRS

10) THE (E) MASTER BATHROOM TO BE RECONFIGURED.

11) A NEW WALK-IN-CLOSET TO BE ADDED TO THE MASTER BEDROOM

12) (E) WINDOWS TO BE REPLACED WITH NEW

2 1: CHANGES DUE TO REVISIONS TO FLOOR PLAN
2 A: EXTENDED NORTH WING BY 1'-6"
LG B: REVISED DATA PER 20 SQ FT OF ADDDITION

CHRIS RIDGWAY ARCHITECT, INC.
610 POPLAR STREET, HALF MOON BAY, CA 94019
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EMAIL: CRARCHITECT@COAST9IDE.NET

LICENSED ARCHITECT CHRIS RIDGWAY C 15465 EXP. 4/30/23 STATE OF CALIFORNIA

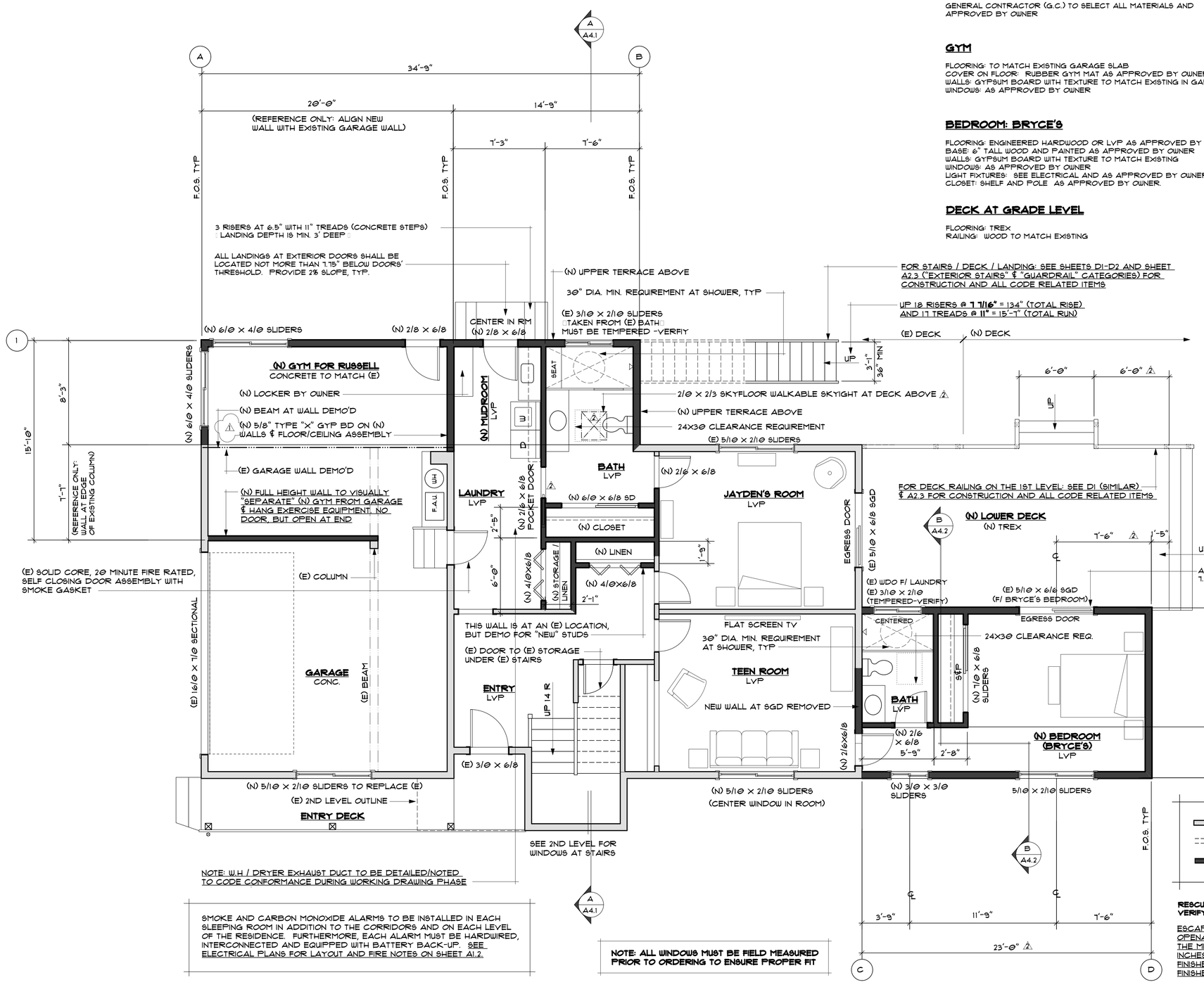
B2021-00413 - 225 VALDEZ AVE - REVISION No. 1 (2nd SUBMITTAL)

ADDITION AND REMODEL FOR: **ELLINGSON, RUSSELL & LORI**
A.P.N. 056-103-110
ADDRESS: 225 VALDEZ AVE., HALF MOON BAY 94019

2 REVISED 03/02/22
JOB # 2006
SCALE AS NOTED
DATE 08/01/21
SHEET A1.1

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CITY OF HALF MOON BAY
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FOR STAIRS / DECK / LANDING: SEE SHEETS D1-D2 AND SHEET A2.3 ("EXTERIOR STAIRS" & "GUARDRAIL" CATEGORIES) FOR CONSTRUCTION AND ALL CODE RELATED ITEMS

UP 18 RISERS @ 7 7/16" = 134" (TOTAL RISE)
AND 17 TREADS @ 11" = 15'-1" (TOTAL RUN)

FOR DECK RAILING ON THE 1ST LEVEL: SEE D1 (SIMILAR) & A2.3 FOR CONSTRUCTION AND ALL CODE RELATED ITEMS

NOTE: W.H / DRYER EXHAUST DUCT TO BE DETAILED/NOTED TO CODE CONFORMANCE DURING WORKING DRAWING PHASE

SMOKE AND CARBON MONOXIDE ALARMS TO BE INSTALLED IN EACH SLEEPING ROOM IN ADDITION TO THE CORRIDORS AND ON EACH LEVEL OF THE RESIDENCE. FURTHERMORE, EACH ALARM MUST BE HARDWIRED, INTERCONNECTED AND EQUIPPED WITH BATTERY BACK-UP. SEE ELECTRICAL PLANS FOR LAYOUT AND FIRE NOTES ON SHEET A1.2.

NOTE: ALL WINDOWS MUST BE FIELD MEASURED PRIOR TO ORDERING TO ENSURE PROPER FIT

1ST FLOOR PLAN SCALE: 1/4" = 1'-0"

0 10 20 30

LG 2: 1: EXTENDED BRYCE'S BEDROOM BY 1'-6"
2: ADDED SKYFLOOR WALKABLE SKYLIGHT IN JAYDEN'S BATHROOM
3: ADDED POCKET DOOR BETWEEN LAUNDRY AND BATHROOM

SELECTIONS LIST BY ROOM OR AREA

GENERAL CONTRACTOR (G.C.) TO SELECT ALL MATERIALS AND APPROVED BY OWNER

GYM

FLOORING: TO MATCH EXISTING GARAGE SLAB
COVER ON FLOOR: RUBBER GYM MAT AS APPROVED BY OWNER
WALLS: GYPSUM BOARD WITH TEXTURE TO MATCH EXISTING IN GARAGE
WINDOWS: AS APPROVED BY OWNER

BEDROOM: BRYCE'S

FLOORING: ENGINEERED HARDWOOD OR LVP AS APPROVED BY OWNER
BASE: 6" TALL WOOD AND PAINTED AS APPROVED BY OWNER
WALLS: GYPSUM BOARD WITH TEXTURE TO MATCH EXISTING
WINDOWS: AS APPROVED BY OWNER
LIGHT FIXTURES: SEE ELECTRICAL AND AS APPROVED BY OWNER
CLOSET: SHELF AND POLE AS APPROVED BY OWNER.

DECK AT GRADE LEVEL

FLOORING: TREX
RAILING: WOOD TO MATCH EXISTING

BATHROOM: JAYDEN'S & BRYCE'S

FOR CODE RELATED ITEMS, SEE A2.3 AND CG1-CG2

FLOORING: LUXURY VINYL PLANK (LVP) AS APPROVED BY OWNER
SHOWER: AS APPROVED BY OWNER
TOILET: TOTO OR SIMILAR AS APPROVED BY OWNER
SINKS: AS APPROVED BY OWNER
SINK FAUCETS: AS APPROVED BY OWNER
SHOWER HEAD & VALVES: AS APPROVED BY OWNER
SHOWER DOOR: USE FRAMELESS GLASS DOORS, 5/8" TEMPERED
SHOWER WALLS: TILE OVER SET BED
MIRRORS: AS APPROVED BY OWNER
TOILET PAPER HOLDER: AS APPROVED BY OWNER
TOWEL BARS: AS APPROVED BY OWNER
MEDICINE CABINET OVER WATER CLOSET: AS APPROVED BY OWNER
CABINETS: SHAKER STYLE AS APPROVED BY OWNER
COUNTERTOPS: QUARTZ AS APPROVED BY OWNER
SPLASH: AS APPROVED BY OWNER
FLOORING: LVT AS APPROVED BY OWNER
BASE: 6" TALL PAINTED WOOD AS APPROVED BY OWNER
LIGHT FIXTURE: SEE ELECTRICAL AND AS APPROVED BY OWNER

MUDROOM & LAUNDRY ROOM

FLOORING: LVP AS APPROVED BY OWNER
BASEBOARD: 6" TALL WOOD PAINTED AS APPROVED BY OWNER
WALLS: GYPSUM BOARD WITH TEXTURE TO MATCH EXISTING
DOOR: WITH GLAZING ON TOP AS APPROVED BY OWNER
LIGHT FIXTURES: SEE ELECTRICAL AND AS APPROVED BY OWNER

CLOSET: AT JAYDEN'S BATH

FLOORING: LVP AS APPROVED BY OWNER
BASE: 6" TALL PAINTED WOOD AS SELECTED BY OWNER/G.C.
WALLS: GYPSUM BOARD WITH TEXTURE AS APPROVED BY OWNER/G.C.
SHELVING & POLES: AS APPROVED BY OWNER: OPTION - AS DESIGNED BY CLOSET COMPANY AND AS SELECTED BY OWNER/G.C.

LINEN

FLOORING: LVP AS APPROVED BY OWNER
BASE: 6" TALL PAINTED WOOD AS SELECTED BY OWNER/G.C.
WALLS: GYPSUM BOARD WITH TEXTURE TO MATCH EXISITNG
SHELVING: AS APPROVED BY OWNER:

MISC

FLOORING: REPLACE OLD WITH NEW LVP AS APPROVED BY OWNER

FOR ALL INDOOR WATER CONSERVATION AND EFFICIENCY REQUIREMENTS (WATER CLOSET: PLUMBING FIXTURES, SHOWERHEADS, ETC) - SEE CAL GREEN BUILDING NOTES ON CG1-CG2

4LEAF, Inc.
Building
03/17/2022
Reviewed For
Code Compliance

RESCUE WINDOWS (DOORS) ARE NOTED AS EGRESS IN EACH BEDROOM. VERIFY WITH WINDOW MANUFACTURER THAT THEY MEET ALL REQUIREMENTS

ESCAPE OR RESCUE WINDOWS SHALL HAVE A MINIMUM NET CLEAR OPENABLE AREA OF 5.7 SQUARE FEET, 5.0 SQ. FT. ALLOWED AT GRADE. THE MINIMUM NET CLEAR OPENABLE HEIGHT DIMENSION SHALL BE 24 INCHES. THE NET CLEAR OPENABLE WIDTH DIMENSION SHALL BE 20 INCHES. FINISHED SILL HEIGHT SHALL BE NOT MORE THAN 44 INCHES ABOVE THE FINISHED FLOOR. SEE OTHER CODE RELATED ITEMS ON SHEET A1.2

VERIFY ALL DIMENSIONS IN FIELD. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ARCHITECT IMMEDIATELY OF ANY CONFLICTS, DISCREPANCIES, OMISSIONS AND/OR ANY OTHER CONDITION THAT MAY AFFECT, OR PREVENT THE FULL IMPLEMENTATION AND ACCURATE EXECUTION OF THE WORK IDENTIFIED WITHIN THESE DRAWINGS.

1: ADDED NOTE RE. 5/8" TYP X GYP BOARD

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EMAIL: CRARCHITECT@COASTSIDE.NET

LICENSED ARCHITECT CHRIS RIDGWAY C 15465 EXP 4/30/23 STATE OF CALIFORNIA

B2021-00413 - 225 VALDEZ AVE - REVISION No. 1 (2nd SUBMITTAL)

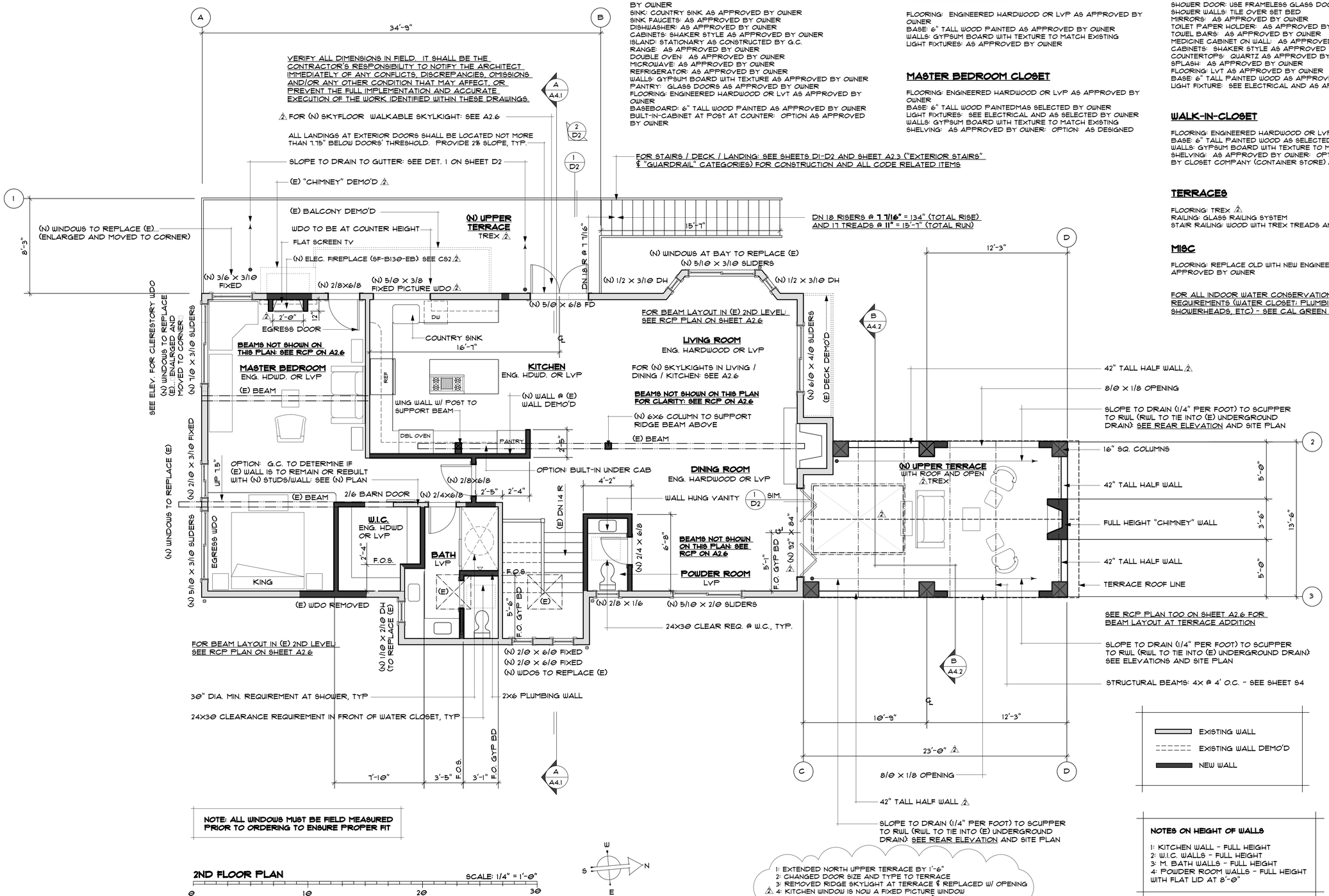
ADDITION AND REMODEL FOR: **ELLINGSON, RUSSELL & LORI**
A.P.N. 056-103-110
ADDRESS: 225 VALDEZ AVE., HALF MOON BAY 94019

1 REVISED 8/18/21
2 REVISED 03/02/22
JOB # 2006
SCALE AS NOTED
DATE 08/01/21
SHEET A2.1

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RESCUE WINDOWS (DOORS) ARE NOTED AS EGRESS IN EACH BEDROOM. VERIFY WITH WINDOW MANUFACTURER THAT THEY MEET ALL REQUIREMENTS

ESCAPE OR RESCUE WINDOWS SHALL HAVE A MINIMUM NET CLEAR OPENABLE AREA OF 5.7 SQUARE FEET, 5.0 SQ. FT. ALLOWED AT GRADE. THE MINIMUM NET CLEAR OPENABLE HEIGHT DIMENSION SHALL BE 24 INCHES. THE NET CLEAR OPENABLE WIDTH DIMENSION SHALL BE 20 INCHES. FINISHED SILL HEIGHT SHALL BE NOT MORE THAN 44 INCHES ABOVE THE FINISHED FLOOR. SEE OTHER CODE RELATED ITEMS ON SHEET A1.2



NOTE: ALL WINDOWS MUST BE FIELD MEASURED PRIOR TO ORDERING TO ENSURE PROPER FIT

2ND FLOOR PLAN SCALE: 1/4" = 1'-0"

0 10 20 30

NOTES ON HEIGHT OF WALLS

1: KITCHEN WALL - FULL HEIGHT
2: W.I.C. WALLS - FULL HEIGHT
3: M. BATH WALLS - FULL HEIGHT
4: POWDER ROOM WALLS - FULL HEIGHT WITH FLAT LID AT 8'-0"

1: EXTENDED NORTH UPPER TERRACE BY 1'-6"
2: CHANGED DOOR SIZE AND TYPE TO TERRACE
3: REMOVED RIDGE SKYLIGHT AT TERRACE & REPLACED W/ OPENING
2 4: KITCHEN WINDOW IS NOW A FIXED PICTURE WINDOW
LG 5: REMOVED GLASS RAILING AT TERRACE & NOW A HALF WALL
6: CHANGED TO TREX AT TERRRACE DECKS

SELECTIONS LIST BY ROOM OR AREA

GENERAL CONTRACTOR (G.C.) TO SELECT ALL MATERIALS AND APPROVED BY OWNER

KITCHEN

FLOORING: ENGINEERED HARDWOOD OR LVP AS APPROVED BY OWNER
SINK: COUNTRY SINK AS APPROVED BY OWNER
SINK FAUCETS: AS APPROVED BY OWNER
DISHWASHER: AS APPROVED BY OWNER
CABINETS: SHAKER STYLE AS APPROVED BY OWNER
ISLAND: STATIONARY AS CONSTRUCTED BY G.C.
RANGE: AS APPROVED BY OWNER
DOUBLE OVEN: AS APPROVED BY OWNER
MICROWAVE: AS APPROVED BY OWNER
REFRIGERATOR: AS APPROVED BY OWNER
WALLS: GYPSUM BOARD WITH TEXTURE AS APPROVED BY OWNER
PANTRY: GLASS DOORS AS APPROVED BY OWNER
FLOORING: ENGINEERED HARDWOOD OR LVT AS APPROVED BY OWNER
BASEBOARD: 6" TALL WOOD PAINTED AS APPROVED BY OWNER
BUILT-IN-CABINET AT POST AT COUNTER: OPTION AS APPROVED BY OWNER

POWDER ROOM

FLOORING: LUXURY VINYL PLANK (LVP) AS APPROVED BY OWNER
WALLS: GYPSUM BOARD WITH TEXTURE TO MATCH (E)
LIGHT FIXTURES: SEE ELECTRICAL AND AS APPROVED BY OWNER

MASTER BEDROOM

FLOORING: ENGINEERED HARDWOOD OR LVP AS APPROVED BY OWNER
BASE: 6" TALL WOOD PAINTED AS APPROVED BY OWNER
WALLS: GYPSUM BOARD WITH TEXTURE TO MATCH EXISTING
LIGHT FIXTURES: AS APPROVED BY OWNER

MASTER BEDROOM CLOSET

FLOORING: ENGINEERED HARDWOOD OR LVP AS APPROVED BY OWNER
BASE: 6" TALL WOOD PAINTEDMAS SELECTED BY OWNER
LIGHT FIXTURES: SEE ELECTRICAL AND AS SELECTED BY OWNER
WALLS: GYPSUM BOARD WITH TEXTURE TO MATCH EXISTING
SHELVING: AS APPROVED BY OWNER: OPTION: AS DESIGNED

MASTER BATHROOM

FOR CODE RELATED ITEMS, SEE A2.3 AND CG1-CG2

FLOORING: LUXURY VINYL PLANK (LVP) AS APPROVED BY OWNER
SHOWER: AS APPROVED BY OWNER
TOILET: TOTO OR SIMILAR AS APPROVED BY OWNER
SINKS: AS APPROVED BY OWNER
SINK FAUCETS: AS APPROVED BY OWNER
SHOWER HEAD & VALVES: AS APPROVED BY OWNER
SHOWER DOOR: USE FRAMELESS GLASS DOORS. 5/8" TEMPERED
SHOWER WALLS: TILE OVER SET BED
MIRRORS: AS APPROVED BY OWNER
TOILET PAPER HOLDER: AS APPROVED BY OWNER
TOWEL BARS: AS APPROVED BY OWNER
MEDICINE CABINET ON WALL: AS APPROVED BY OWNER
CABINETS: SHAKER STYLE AS APPROVED BY OWNER
COUNTERTOPS: QUARTZ AS APPROVED BY OWNER
SPLASH: AS APPROVED BY OWNER
FLOORING: LVT AS APPROVED BY OWNER
BASE: 6" TALL PAINTED WOOD AS APPROVED BY OWNER
LIGHT FIXTURE: SEE ELECTRICAL AND AS APPROVED BY OWNER

WALK-IN-CLOSET

FLOORING: ENGINEERED HARDWOOD OR LVP AS SELECTED BY OWNER
BASE: 6" TALL PAINTED WOOD AS SELECTED BY OWNER
WALLS: GYPSUM BOARD WITH TEXTURE TO MATCH EXISTING
SHELVING: AS APPROVED BY OWNER: OPTION: AS DESIGNED
BY CLOSET COMPANY (CONTAINER STORE) AS APPROVED BY OWNER

TERRACES

FLOORING: TREX 2.
RAILING: GLASS RAILING SYSTEM
STAIR RAILING: WOOD WITH TREX TREADS AND OPEN RISERS

MISC

FLOORING: REPLACE OLD WITH NEW ENGINEERED HARDWOOD OR LVP AS APPROVED BY OWNER

FOR ALL INDOOR WATER CONSERVATION AND EFFICIENCY REQUIREMENTS (WATER CLOSET; PLUMBING FIXTURES, SHOWERHEADS, ETC) - SEE CAL GREEN BUILDING NOTES ON CG1-CG2

CITY OF HALF MOON BAY
RECEIVED VIA EMAIL
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4LEAF, INC.
Building
03/17/2022
Reviewed For Code Compliance

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610 POPLAR STREET, HALF MOON BAY, CA. 94019
PH#: 650.622.6301 WEB SITE: CRARCHITECT.NET
EMAIL: CRARCHITECT@COAST.SIDENET

LICENSED ARCHITECT CHRIS RIDGWAY C 15465 EXP. 4/30/23 STATE OF CALIFORNIA

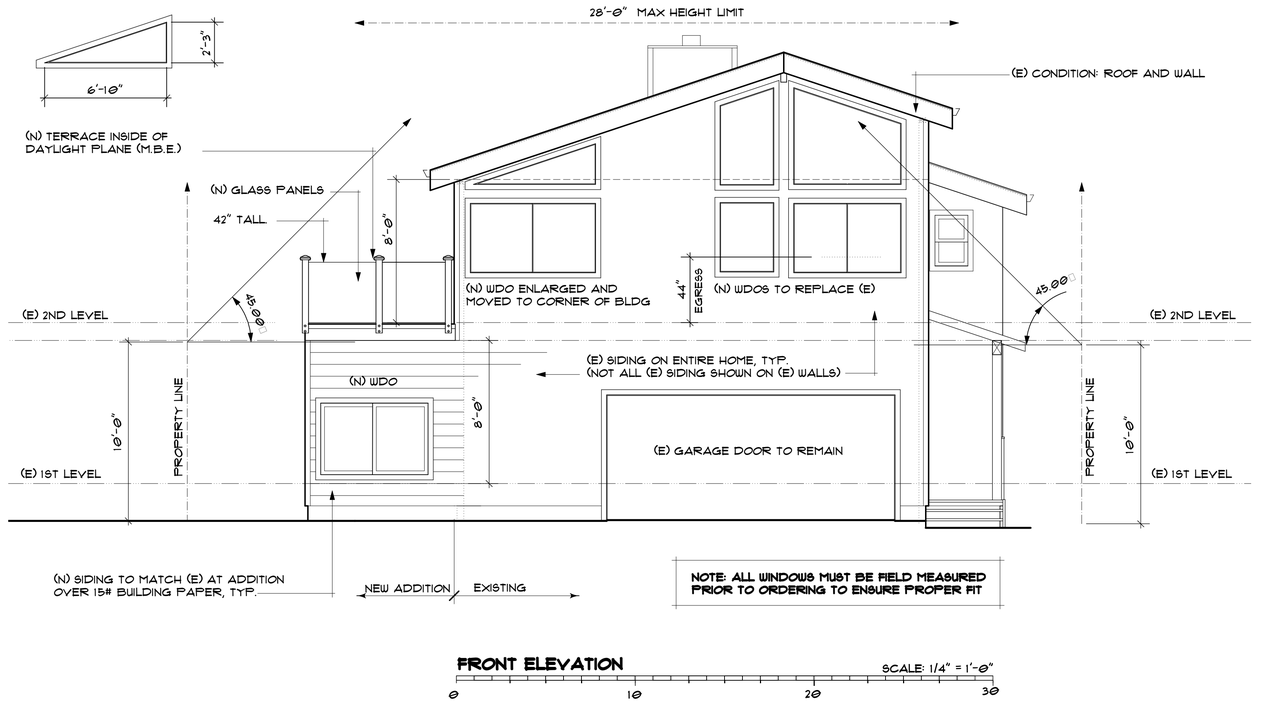
B2021-00413 - 225 VALDEZ AVE - REVISION No. 1 (2nd SUBMITTAL)

ADDITION AND REMODEL FOR: **ELLINGSON, RUSSELL & LORI**
A.P.N. 056-103-110
ADDRESS: 225 VALDEZ AVE., HALF MOON BAY 94019

2 REVISED 03/02/22
JOB # 2006
SCALE AS NOTED
DATE 08/01/21
SHEET A2.2

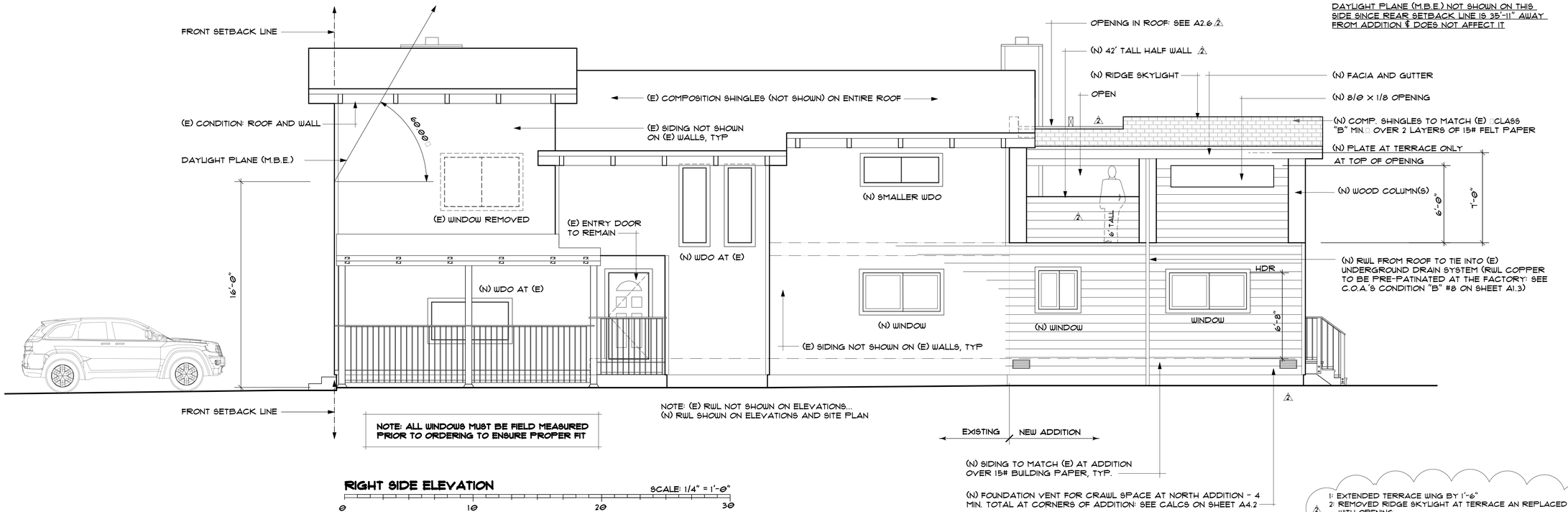
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FRONT ELEVATION

SCALE: 1/4" = 1'-0"



RIGHT SIDE ELEVATION

SCALE: 1/4" = 1'-0"

4LEAF, INC.
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03/17/2022
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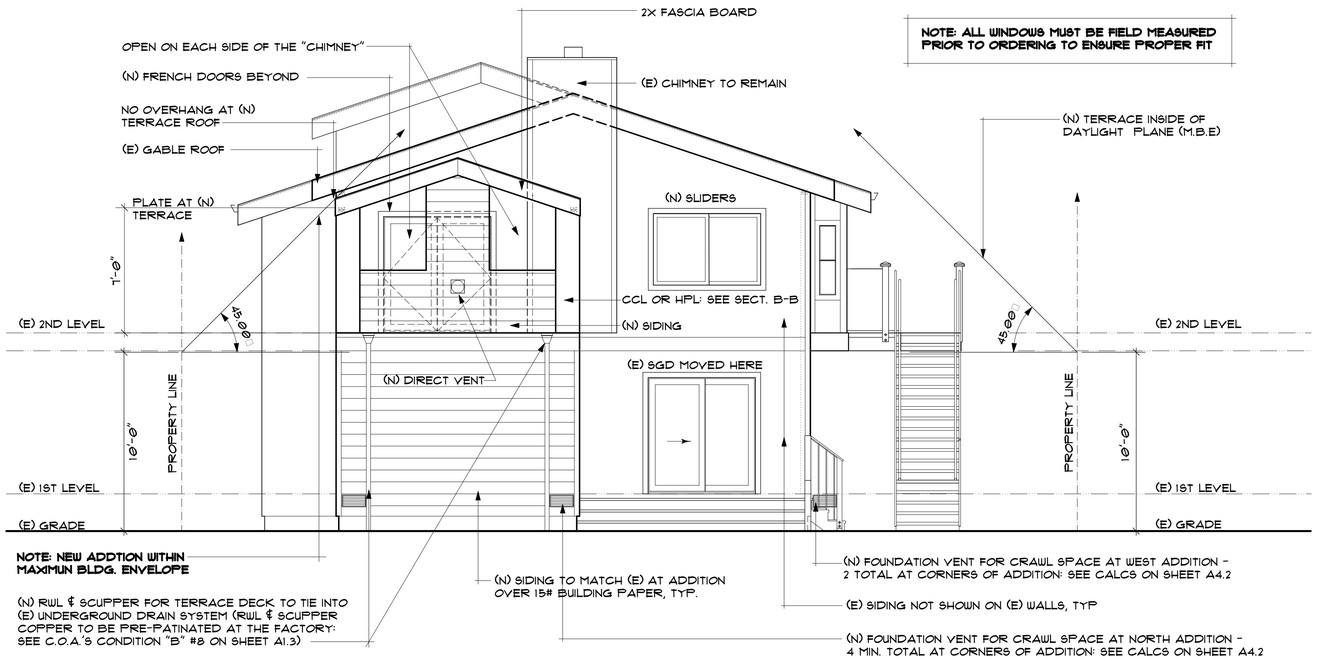
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SHEET A3.1

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02/07/2022

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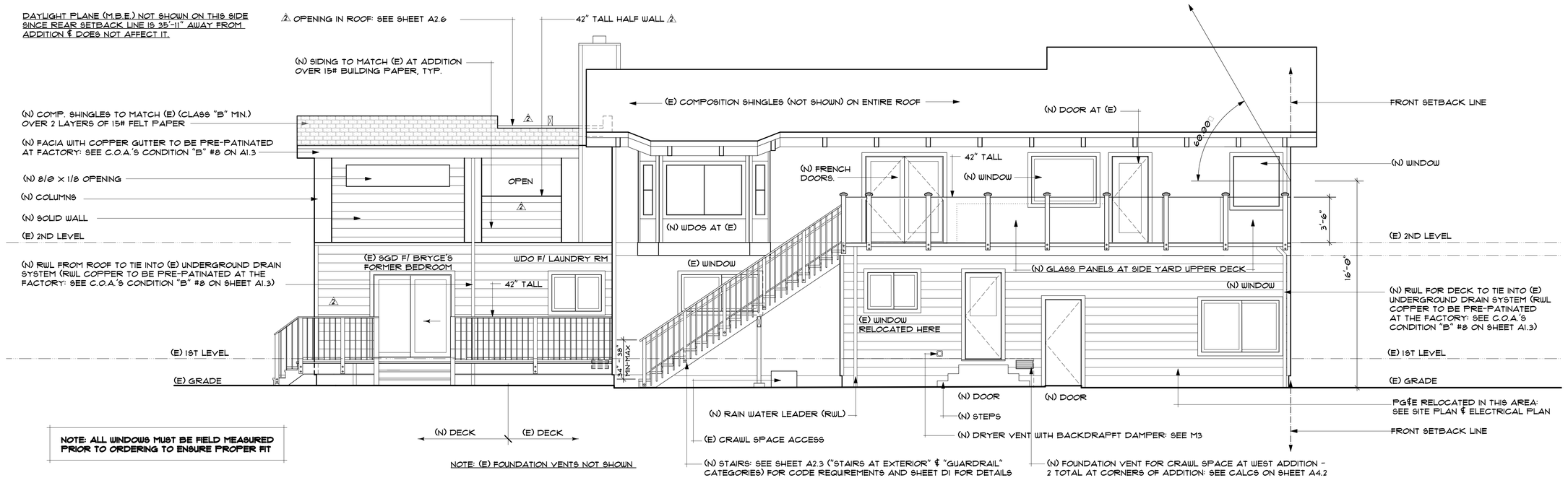


NEW REAR ELEVATION

SCALE: 1/4" = 1'-0"

0 10 20 30

DAYLIGHT PLANE (M.B.E.) NOT SHOWN ON THIS SIDE SINCE REAR SETBACK LINE IS 35'-11" AWAY FROM ADDITION & DOES NOT AFFECT IT.



LEFT SIDE ELEVATION

SCALE: 1/4" = 1'-0"

0 10 20 30

2 LG
1: EXTENDED TERRACE WING BY 1'-6"
2: REMOVED RIDGE SKYLIGHT AT TERRACE & REPLACED WITH OPENING
3: REMOVED GLASS RAILING AT TERRACE & NOW A HALF WALL

CHRIS RIDGWAY ARCHITECT, INC.
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#1: BIRD'S EYE VIEW: FACING REAR YARD & NEIGHBOR ON THE WEST



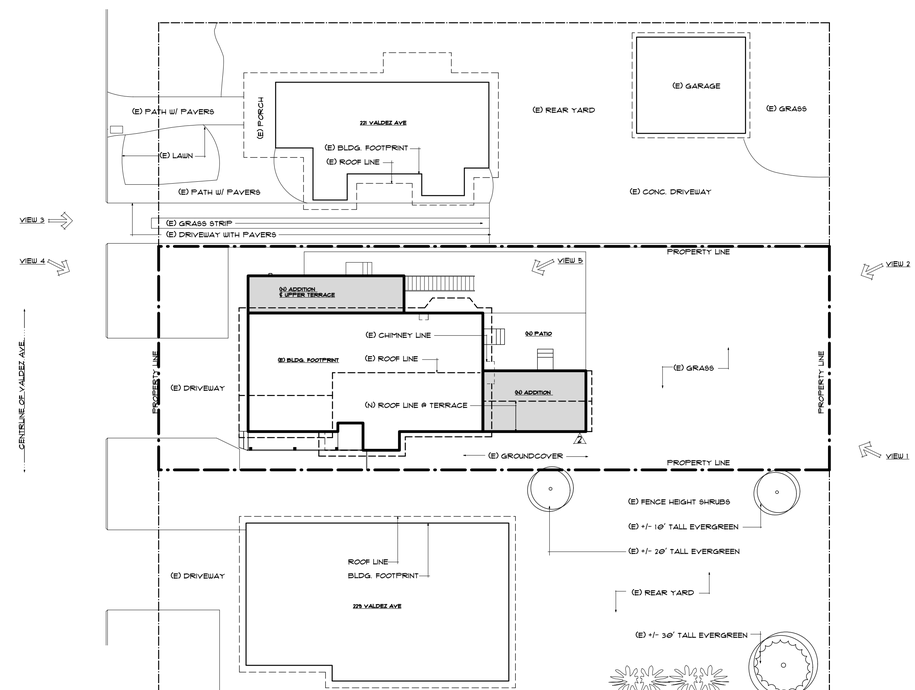
#2: BIRD'S EYE VIEW: FACING REAR YARD & NEIGHBOR ON THE EAST



#4: (E) FRONT VIEW



#5: (E) REAR VIEW



NEIGHBORS' MAP PLAN SCALE: 1/16" = 1'-0"

CITY FILE NUMBER: CDR-21-10 AND PDP-21-010

THE CONDITIONS OF APPROVAL SHEETS ARE A1.3-A1.4. ALL ITEMS TO BE INCLUDED IN THE SCOPE OF WORK



#3: VIEW AT NEIGHBOR'S PROPERTY

ALL CONSTRUCTION SHALL CONFORM TO:
2019 CALIFORNIA RESIDENTIAL CODE
2019 CALIFORNIA BUILDING CODE
2019 CALIFORNIA MECHANICAL CODE
2019 CALIFORNIA PLUMBING CODE
2019 CALIFORNIA FIRE CODE
2019 CALIFORNIA ELECTRICAL CODE
2019 CALIFORNIA ENERGY CODE
2019 CALGREEN BUILDING CODE STANDARDS

ZONING: R-1

TYPE OF CONSTRUCTION: TYPE V-B

FOR SCOPE OF WORK: SEE SHEET A1.1

SUMMARY OF CONDITIONS OF APPROVAL: SEE SHEETS A1.3-A1.4 FOR ENTIRETY

STREET FRONTAGE MAINTANANCE LIABILITY: SEE C.O.A.'S CONDITION "A" #5 ON SHEET A1.3 FOR REQUIREMENTS

LOT GRADING, CONSTRUCTION STAGING, MATERIALS, EQUIPMENT & VEHICLE STORAGE: SEE C.O.A.'S CONDITION "B" #17 ON SHEET A1.3 FOR REQUIREMENTS

STORMWATER MANAGEMENT: SEE C.O.A.'S CONDITION "B" #09 ON SHEET A1.3 FOR REQUIREMENTS

FIRE CLEARANCE: SEE C.O.A.'S CONDITION "B" #12 ON SHEET A1.4 FOR REQUIREMENTS

SMOKE DETECTORS/ALARMS: SEE C.O.A.'S CONDITION "B" #13 ON SHEET A1.4 FOR REQUIREMENTS

COASTSIDE COUNTY WATER DISTRICT - REGULATIONS: SEE C.O.A.'S CONDITION "B" #14 ON SHEET A1.4 AND CONDITION "A" #3 ON SHEET A1.3 FOR REQ.

ARCHAEOLOGY-DISCOVERY OF HUMAN REMAINS: SEE C.O.A.'S CONDITION "C" #1 ON SHEET A1.4 FOR REQUIREMENTS

ARCHAEOLOGY-DISCOVERY OF RESOURCES: SEE C.O.A.'S CONDITION "C" #2 ON SHEET A1.4 FOR REQUIREMENTS

AIR QUALITY BEST MANAGEMENT PRACTICES: SEE C.O.A.'S CONDITION "C" #3 ON SHEET A1.4 AND SHEET BMP1 FOR REQUIREMENTS

HAZARDOUS MATERIALS: SEE C.O.A.'S CONDITION "C" #4 ON SHEET A1.4 FOR REQUIREMENTS

CONSTRUCTION HOURS: SEE C.O.A.'S CONDITION "C" #8 ON SHEET A1.4 FOR REQUIREMENTS

65% OF CONSTRUCTION WASTE TO BE RECYCLED OR SALVAGED AND TAKEN TO OX MOUNTAIN SANITARY LANDFILL. CHECK WITH COMPANY FOR DEBRIS BOX'S AVAILABILITY. THE ADDRESS OF THE FACILITY IS 12310 SAN MATEO RD. HALF MOON BAY, CA 94019. TEL #: 650.726.1819

TIE NEW ELECTRICAL TO EXISTING UNDERGROUND SERVICE.

PER HMB MUNICIPAL CODE, CLEANOUTS IN BUILDING SEWERS SHALL BE PROVIDED IN ACCORDANCE WITH THE RULES, REGULATIONS AND ORDINANCES OF THE CITY OF HMB. ALL CLEANOUTS SHALL BE MAINTAINED WATERTIGHT.

ALL POTABLE WATER PIPING AND FITTINGS SHALL BE BRASS, COPPER, CAST IRON, GALVANIZED MALLEABLE IRON, GALVANIZED WROUGHT IRON OR GALVANIZED STEEL. ALL MATERIALS USED IN THE WATER SUPPLY SYSTEM, EXCEPT VALVES & SIMILAR DEVICES SHALL BE OF LIKE MATERIAL

SEE SHEET A1.2 FOR OTHER PERTINENT NOTES RELATIING TO THE CONSTRUCTION OPERATION PLAN (C.O.P.) AND EROSION CONTROL PLAN ON SHEET A1.5

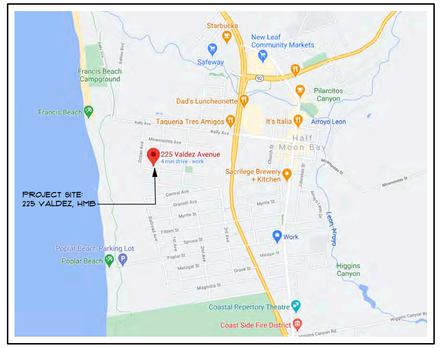
1: PARKING AREA: CONSTRUCTION PERSONNEL WILL PARK IN THE DRIVEWAY AREAS AND NOT IN THE STREET.

2: SANITARY FACILITIES: LOCATED ON THE NORTH SIDE END OF THE REAR PROPERTY.

3: CLEAN-UP AREA (WASH-OUT PIT) LOCATED ON THE NORTH SIDE END OF THE REAR PROPERTY

4: CONSTRUCTION MATERIALS STORAGE: LOCATED ON THE NORTH SIDE END OF THE REAR PROPERTY.

5: TRUCK TRAFFIC ISSUES: EXISTING PAVED DRIVEWAYS TO BE MAINTAINED DURING CONSTRUCTION. AN ON SITE MANAGER SHALL ENSURE THAT NO CONSTRUCTION VEHICLES SHALL IMPEPED THROUGH TRAFFIC ALONG THE RIGHT OF WAY ON VALDEZ AVENUE. ALL CONSTRUCTION VEHICLES SHALL BE PARKED ON SITE OUTSIDE OF THE PUBLIC RIGHT. THERE SHALL BE NO STORAGE OF CONSTRUCTION VEHICLES IN THE PUBLIC RIGHT OF WAY.



LOCATION MAP

LIST OF DRAWINGS

A0	COVER PAGE AND MAP PLAN
A1.1	SITE PLAN AND DATA
A1.2	GENERAL NOTES
A1.3	CONDITIONS OF APPROVAL
A1.4	CONDITIONS OF APPROVAL
A1.5	EROSION & SEDIMENT CONTROL PLAN
A1.6	BEST MANAGEMENT PRACTICES (BMPS)
CG1	CAL GREEN MANDATORY CHECKLIST
CG2	CAL GREEN MANDATORY CHECKLIST

A2.1	1ST FLOOR PLAN
A2.2	2ND FLOOR PLAN
A2.3	GENERAL ARCHITECTURAL NOTES
A2.4	AS-BUILT FLOOR PLANS
A2.5	DEMO PLAN
A2.6	REFLECTED CEILING PLAN (RCP)

A3.1	ELEVATIONS
A3.2	ELEVATIONS
A3.3	AS-BUILT ELEVATIONS

A4.1	SECTION A-A / INTERIOR ELEVATIONS
A4.2	SECTION B-B

D1	DETAILS: STAIRS
D2	DETAILS: TERRACE DECK / GLASS RAILING
2 CG1	SKYFLOOR WALKABLE SKYLIGHT SPECS
2 CG2	SIMPLIFIRE FIREPLACE SPECS
3A CG3	DETAIL & TERRACE WATERPROOFING PROCEDURE

E1	1ST FLOOR ELECTRICAL PLAN
E2	2ND FLOOR ELECTRICAL PLAN
E3	ELECTRICAL NOTES

M1	1ST FLOOR MECHANICAL & PLUMBING PLAN
M2	2ND FLOOR MECHANICAL & PLUMBING PLAN
M3	MECHANICAL & PLUMBING NOTES

BUILDERS' ENERGY SERVICES, INC.	
T24.1	TITLE 24 ENERGY COMPLIANCE REPORT
T24.2	TITLE 24 ENERGY COMPLIANCE REPORT

LA ROSA ENGINEERING	
S1	STRUCTURAL NOTES
S2	FOUNDATION PLAN & FOUNDATION DETAILS
S3	UPPER FLOOR FRAMING PLAN & DETAILS
S4	ROOF FRAMING PLAN & ROOF DETAILS
SG	GENERAL STRUCTURAL DETAILS
HFX1	ANCHORAGE DETAILS - HFX PANELS
HFX2	FRAMING DETAILS - HFX PANELS
HFX3	FLOOR SYSTEM DETAILS - HFX PANELS

1: REDID 1ST LEVEL DECK TO BE PATIO
1: ADDED CG3 TO LIST
3A
3B REVISED 02/21/23
1: ADDED 1'-6" TO THE NORTH WING
2: ADDED NEW SHEET CG1 & CG2
2 LG

CHRIS RIDGWAY ARCHITECT, INC.
610 POPLAR STREET, HALF MOON BAY, CA 94019
PH#: 650.622.8301 WEB SITE: CRARCHITECT.NET
EMAIL: CRARCHITECT@COASTSIDE.NET

LICENSED ARCHITECT CHRIS RIDGWAY C 15465 EXP. 4/30/25 STATE OF CALIFORNIA

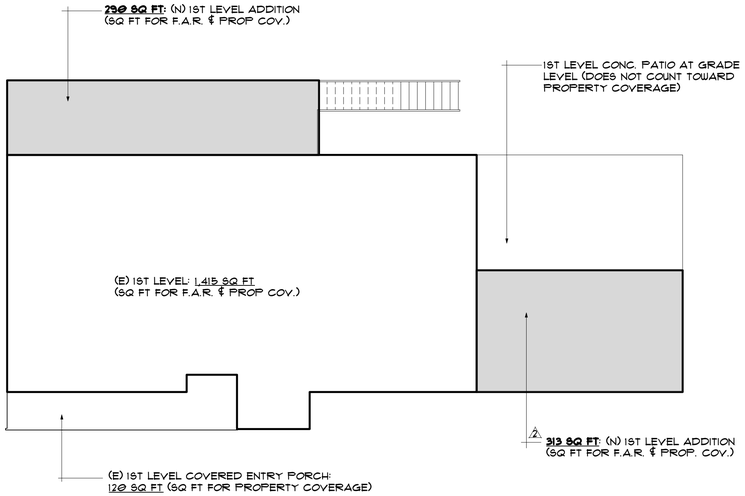
ADDITION AND REMODEL FOR: A.P.N. 056-103-110

ELLINGSON, RUSSELL & LORI

ADDRESS: 225 VALDEZ AVE., HALF MOON BAY. 94019

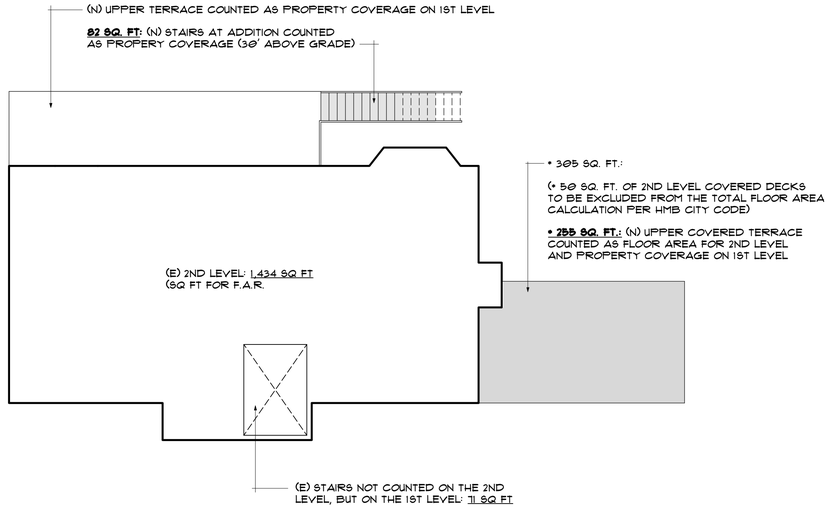
2 REVISED 03/01/22
3A REVISED 08/01/22
JOB # 2006
SCALE AS NOTED
DATE 08/01/21
SHEET A0

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1ST LEVEL SQ. FT. PLAN SCALE: 1/8" = 1'-0"

0 10 20 30



2ND LEVEL SQ. FT. PLAN SCALE: 1/8" = 1'-0"

0 10 20 30

AREA INCLUDED IN: SITE COVERAGE	AREA INCLUDED IN: FLOOR AREA		SQUARE FOOTAGE	
				PLANNING DEPARTMENT: CITY OF HMB
				PLANNER WHO GAVE THE INFORMATION: BRITTNEY COZZOLINO
				ZONING: R-1
				A.P.N. # 056-103-110
				PERSON WHO CHECKED THE REGULATIONS: CCR & LRG
				AREA
X	X		1,415	(E) 1ST LEVEL
	X		1,434	(E) 2ND LEVEL
	X		2,849	(E) TOTAL SQ FT
X	X		2 603	(N) 1ST LEVEL: GYM/BATHROOM/LAUNDRY & BEDROOM
	X		(305) • 2 255 2	(N) 2ND LEVEL: COVERED TERRACE • 50 SQ. FT. OF 2ND LEVEL COVERED DECKS TO BE EXCLUDED FROM THE TOTAL FLOOR AREA CALCULATION PER HMB CITY CODE
	X		2 858	TOTAL FLOOR AREA TO BE ADDED
X			120	COUNTED AS PROPERTY COVERAGE: ENTRY PORCH AT GRADE LEVEL
X			82	COUNTED AS PROPERTY COVERAGE: (N) STAIRS AT ADDITION
	X		2 3,707	**NEW TOTAL FLOOR AREA**

FOR PROPERTY COVERAGE

2 2,220	**NEW SITE COVERAGE**
.35%	PERCENTAGE OF SITE COVERAGE: MULTI-STORY
7,500	LOT SIZE
2,625	MAXIMUM SITE COVERAGE ALLOWED
405	UNDER THE MAX SQUARE FEET

FOR FLOOR AREA

2 3,707	**NEW TOTAL FLOOR AREA**
.50%	PERCENTAGE OF FLOOR AREA ALLOWED
7,500	LOT SIZE
3,750	MAXIMUM FLOOR AREA ALLOWED
2 43	UNDER THE MAXIMUM SQUARE FEET

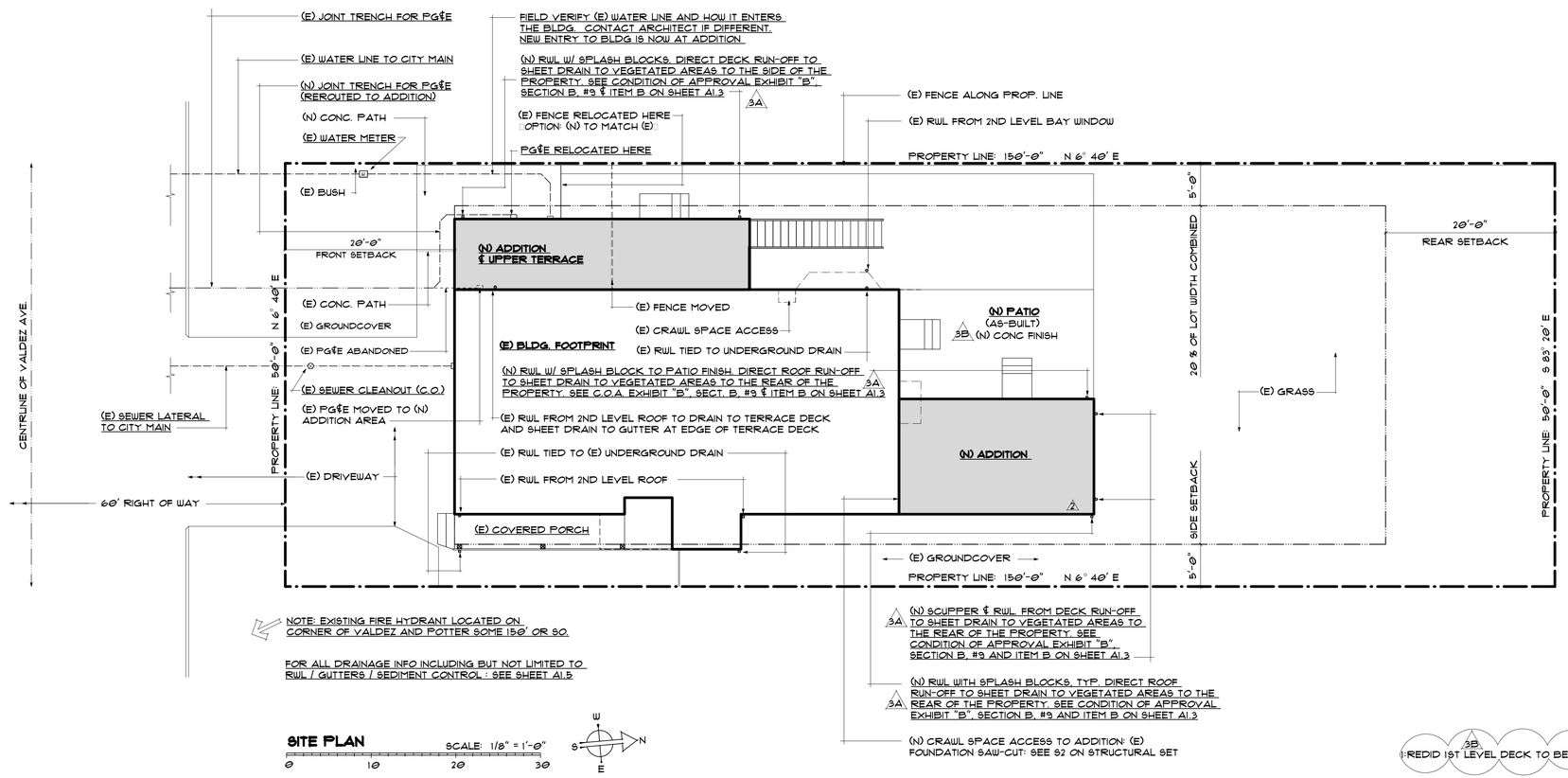
CITY FILE NUMBER: CDR-21-10 AND PDP-21-010

THE CONDITIONS OF APPROVAL SHEETS ARE A1.3-A1.4. ALL ITEMS TO BE INCLUDED IN THE SCOPE OF WORK

NO AUTO FIRE SPRINKLERS REQUIRED FOR THIS PROJECT

NO AUTO FIRE SPRINKLERS REQUIRED FOR THIS PROJECT: NO FIRE LATERAL LINES

ALL OTHER LINES SUCH AS TELECOMMUNICATION, CABLE AND UTILTY SERVICE SHALL BE THROUGH UNDERGROUND CONNECTIONS ONLY



NOTE: EXISTING FIRE HYDRANT LOCATED ON CORNER OF VALDEZ AND POTTER SOME 150' OR SO.

FOR ALL DRAINAGE INFO INCLUDING BUT NOT LIMITED TO RWL / GUTTERS / SEDIMENT CONTROL : SEE SHEET A1.5

SITE PLAN SCALE: 1/8" = 1'-0"

0 10 20 30

N W E S

SCOPE OF WORK: ADDITION AND REMODEL:

1) EXTENDING WEST SIDE OF THE GARAGE TO CREATE A GYM.

2) EXTENDING WEST SIDE OF THE THE LAUNDRY AREA TO CREATE A NEW MUD ROOM

3) RECONFIGURING EXISTING 1ST LEVEL BATHROOM TO CREATE A SEPARATE BATH FOR TEEN DAUGHTER

4) THE (E) 1ST LEVEL BEDROOM BECOMES A TEEN ROOM AND THE FORMER IS ADDED TO THE REAR OF THE BLDG. THIS "NEW" BEDROOM WILL ALSO HAVE A NEW BATHROOM.

5) THE (E) 1ST LEVEL DECK TO BE EXTENDED NORTH

6) A 2ND LEVEL TERRACE WILL BE ADDED ON THE WEST SIDE ABOVE THE NEW 1ST LEVEL ADDITION.

7) A 2ND LEVEL COVERED TERRACE WILL BE ADDED ON THE NORTH END ABOVE THE NEW 1ST LEVEL ADDITION

8) THE (E) KITCHEN TO BE REMODELED WITH NEW SPACE PLANNING AND CREATE AN OPEN PLAN

9) A NEW POWDER BATH IS TO BE CREATED NEXT TO THE STAIRS

10) THE (E) MASTER BATHROOM TO BE RECONFIGURED.

11) A NEW WALK-IN-CLOSET TO BE ADDED TO THE MASTER BEDROOM

12) (E) WINDOWS TO BE REPLACED WITH NEW

3B REVISED 02/21/23

3B 1: REDID 1ST LEVEL DECK TO BE PATIO

3A 1: REVISED DRAINAGE ITEM PER L.I.D.

2 1: CHANGES DUE TO REVISIONS TO FLOOR PLAN
LG A: EXTENDED NORTH WING BY 1'-6"
B: REVISED DATA PER 20 SQ FT OF ADDDITION

CHRIS RIDGWAY ARCHITECT, INC.
610 POPLAR STREET, HALF MOON BAY, CA 94019
PH#: 650.622.6301 WEB SITE: CRARCHITECT.NET
EMAIL: CRARCHITECT@COASTSIDE.NET

LICENSED ARCHITECT CHRIS RIDGWAY C 15465 EXP. 4/30/25 STATE OF CALIFORNIA

ADDITION AND REMODEL FOR: **ELLINGSON, RUSSELL & LORI** A.P.N. 056-103-110

ADDRESS: 225 VALDEZ AVE., HALF MOON BAY 94019

2 REVISED 03/02/22

3A REVISED 08/01/22

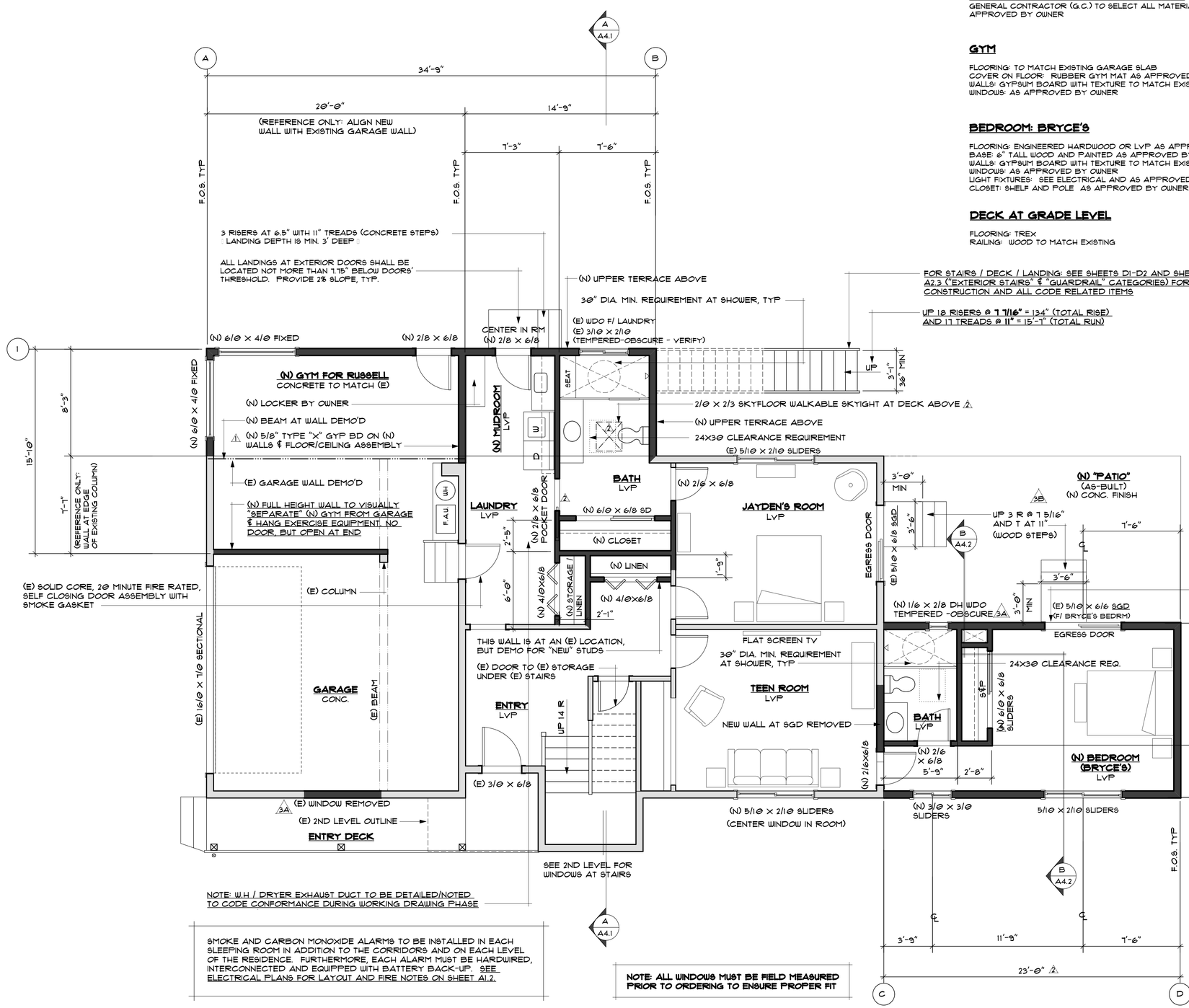
JOB # 2006

SCALE AS NOTED

DATE 08/01/21

SHEET A1.1

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SELECTIONS LIST BY ROOM OR AREA

GENERAL CONTRACTOR (G.C.) TO SELECT ALL MATERIALS AND APPROVED BY OWNER

GYM

FLOORING: TO MATCH EXISTING GARAGE SLAB
COVER ON FLOOR: RUBBER GYM MAT AS APPROVED BY OWNER
WALLS: GYPSUM BOARD WITH TEXTURE TO MATCH EXISTING IN GARAGE
WINDOWS: AS APPROVED BY OWNER

BEDROOM: BRYCE'S

FLOORING: ENGINEERED HARDWOOD OR LVP AS APPROVED BY OWNER
BASE: 6" TALL WOOD AND PAINTED AS APPROVED BY OWNER
WALLS: GYPSUM BOARD WITH TEXTURE TO MATCH EXISTING
WINDOWS: AS APPROVED BY OWNER
LIGHT FIXTURES: SEE ELECTRICAL AND AS APPROVED BY OWNER
CLOSET: SHELF AND POLE AS APPROVED BY OWNER.

DECK AT GRADE LEVEL

FLOORING: TREX
RAILING: WOOD TO MATCH EXISTING

BATHROOM: JAYDEN'S & BRYCE'S

FOR CODE RELATED ITEMS, SEE A2.3 AND CG1-CG2

FLOORING: LUXURY VINYL PLANK (LVP) AS APPROVED BY OWNER
SHOWER: AS APPROVED BY OWNER
TOILET: TOTO OR SIMILAR AS APPROVED BY OWNER
SINKS: AS APPROVED BY OWNER
SINK FAUCETS: AS APPROVED BY OWNER
SHOWER HEAD & VALVES: AS APPROVED BY OWNER
SHOWER DOOR: USE FRAMELESS GLASS DOORS, 5/8" TEMPERED
SHOWER WALLS: TILE OVER SET BED
MIRRORS: AS APPROVED BY OWNER
TOILET PAPER HOLDER: AS APPROVED BY OWNER
TOWEL BARS: AS APPROVED BY OWNER
MEDICINE CABINET OVER WATER CLOSET: AS APPROVED BY OWNER
CABINETS: SHAKER STYLE AS APPROVED BY OWNER
COUNTERTOPS: QUARTZ AS APPROVED BY OWNER
SPLASH: AS APPROVED BY OWNER
FLOORING: LVT AS APPROVED BY OWNER
BASE: 6" TALL PAINTED WOOD AS APPROVED BY OWNER
LIGHT FIXTURE: SEE ELECTRICAL AND AS APPROVED BY OWNER

MUDROOM & LAUNDRY ROOM

FLOORING: LVP AS APPROVED BY OWNER
BASEBOARD: 6" TALL WOOD PAINTED AS APPROVED BY OWNER
WALLS: GYPSUM BOARD WITH TEXTURE TO MATCH EXISTING
DOOR: WITH GLAZING ON TOP AS APPROVED BY OWNER
LIGHT FIXTURES: SEE ELECTRICAL AND AS APPROVED BY OWNER

CLOSET: AT JAYDEN'S BATH

FLOORING: LVP AS APPROVED BY OWNER
BASE: 6" TALL PAINTED WOOD AS SELECTED BY OWNER/G.C.
WALLS: GYPSUM BOARD WITH TEXTURE AS APPROVED BY OWNER/G.C.
SHELVING & POLES: AS APPROVED BY OWNER: OPTION - AS DESIGNED BY CLOSET COMPANY AND AS SELECTED BY OWNER/G.C.

LINEN

FLOORING: LVP AS APPROVED BY OWNER
BASE: 6" TALL PAINTED WOOD AS SELECTED BY OWNER/G.C.
WALLS: GYPSUM BOARD WITH TEXTURE TO MATCH EXISITING
SHELVING: AS APPROVED BY OWNER:

MISC

FLOORING: REPLACE OLD WITH NEW LVP AS APPROVED BY OWNER

FOR ALL INDOOR WATER CONSERVATION AND EFFICIENCY REQUIREMENTS (WATER CLOSET: PLUMBING FIXTURES, SHOWERHEADS, ETC) - SEE CAL GREEN BUILDING NOTES ON CG1-CG2

NOTE: W.H / DRYER EXHAUST DUCT TO BE DETAILED/NOTED TO CODE CONFORMANCE DURING WORKING DRAWING PHASE

SMOKE AND CARBON MONOXIDE ALARMS TO BE INSTALLED IN EACH SLEEPING ROOM IN ADDITION TO THE CORRIDORS AND ON EACH LEVEL OF THE RESIDENCE. FURTHERMORE, EACH ALARM MUST BE HARDWIRED, INTERCONNECTED AND EQUIPPED WITH BATTERY BACK-UP. SEE ELECTRICAL PLANS FOR LAYOUT AND FIRE NOTES ON SHEET A1.2.

NOTE: ALL WINDOWS MUST BE FIELD MEASURED PRIOR TO ORDERING TO ENSURE PROPER FIT

RESCUE WINDOWS (DOORS) ARE NOTED AS EGRESS IN EACH BEDROOM. VERIFY WITH WINDOW MANUFACTURER THAT THEY MEET ALL REQUIREMENTS

ESCAPE OR RESCUE WINDOWS SHALL HAVE A MINIMUM NET CLEAR OPENABLE AREA OF 5.7 SQUARE FEET, 5.0 SQ. FT. ALLOWED AT GRADE. THE MINIMUM NET CLEAR OPENABLE HEIGHT DIMENSION SHALL BE 24 INCHES. THE NET CLEAR OPENABLE WIDTH DIMENSION SHALL BE 20 INCHES. FINISHED SILL HEIGHT SHALL BE NOT MORE THAN 44 INCHES ABOVE THE FINISHED FLOOR. SEE OTHER CODE RELATED ITEMS ON SHEET A1.2

VERIFY ALL DIMENSIONS IN FIELD. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ARCHITECT IMMEDIATELY OF ANY CONFLICTS, DISCREPANCIES, OMISSIONS AND/OR ANY OTHER CONDITION THAT MAY AFFECT, OR PREVENT THE FULL IMPLEMENTATION AND ACCURATE EXECUTION OF THE WORK IDENTIFIED WITHIN THESE DRAWINGS.

1: EXTENDED BRYCE'S BEDROOM BY 1'-6"
LG 2: ADDED SKYFLOOR WALKABLE SKYLIGHT IN JAYDEN'S BATHROOM
3: ADDED POCKET DOOR BETWEEN LAUNDRY AND BATHROOM

1: ADDED NOTE RE. 5/8" TYP X GYP BOARD

3: 1: 6/0 DOOR AT BRYCE'S CLOSET

3A: 1: REMOVED GARAGE WINDOW ON EAST SIDE
2: CHANGED WEST BATH (BRYCE'S) TO BE SMALLER

3B: 1: REDID 1ST LEVEL WOOD DECK & CHANGED TO BE CONC. PATIO

3: REVISED 05/02/22
3A: REVISED 08/07/22
3B: REVISED 02/21/23
1: REVISED 8/18/21
2: REVISED 03/02/22
JOB # 2006
SCALE AS NOTED
DATE 08/01/21
SHEET A2.1

1ST FLOOR PLAN
SCALE: 1/4" = 1'-0"
0 10 20 30

CHRIS RIDGWAY ARCHITECT, INC.
610 POPLAR STREET, HALF MOON BAY, CA 94019
PH#: 650 622 6301 WEB SITE: CRARCHITECT.NET
EMAIL: CRARCHITECT@COAST6IDE.NET

LICENSED ARCHITECT CHRIS RIDGWAY C 15465 EXP. 4/30/25 STATE OF CALIFORNIA

ADDITION AND REMODEL FOR: A.P.N. 056-193-110
ELLINGSON, RUSSELL & LORI
ADDRESS: 225 VALDEZ AVE., HALF MOON BAY 94019

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RESCUE WINDOWS (DOORS) ARE NOTED AS EGRESS IN EACH BEDROOM. VERIFY WITH WINDOW MANUFACTURER THAT THEY MEET ALL REQUIREMENTS

ESCAPE OR RESCUE WINDOWS SHALL HAVE A MINIMUM NET CLEAR OPENABLE AREA OF 5.7 SQUARE FEET, 5.0 SQ. FT. ALLOWED AT GRADE. THE MINIMUM NET CLEAR OPENABLE HEIGHT DIMENSION SHALL BE 24 INCHES. THE NET CLEAR OPENABLE WIDTH DIMENSION SHALL BE 20 INCHES. FINISHED SILL HEIGHT SHALL BE NOT MORE THAN 44 INCHES ABOVE THE FINISHED FLOOR. SEE OTHER CODE RELATED ITEMS ON SHEET A1.2

SELECTIONS LIST BY ROOM OR AREA

GENERAL CONTRACTOR (G.C.) TO SELECT ALL MATERIALS AND APPROVED BY OWNER

KITCHEN

FLOORING: ENGINEERED HARDWOOD OR LVP AS APPROVED BY OWNER
SINK: COUNTRY SINK AS APPROVED BY OWNER
SINK FAUCETS: AS APPROVED BY OWNER
DISHWASHER: AS APPROVED BY OWNER
CABINETS: SHAKER STYLE AS APPROVED BY OWNER
ISLAND: STATIONARY AS CONSTRUCTED BY G.C.
RANGE: AS APPROVED BY OWNER
DOUBLE OVEN: AS APPROVED BY OWNER
MICROWAVE: AS APPROVED BY OWNER
REFRIGERATOR: AS APPROVED BY OWNER
WALLS: GYPSUM BOARD WITH TEXTURE AS APPROVED BY OWNER
PANTRY: GLASS DOORS AS APPROVED BY OWNER
FLOORING: ENGINEERED HARDWOOD OR LVT AS APPROVED BY OWNER
BASEBOARD: 6" TALL WOOD PAINTED AS APPROVED BY OWNER
BUILT-IN-CABINET AT POST AT COUNTER: OPTION AS APPROVED BY OWNER

POWDER ROOM

FLOORING: LUXURY VINYL PLANK (LVP) AS APPROVED BY OWNER
WALLS: GYPSUM BOARD WITH TEXTURE TO MATCH (E)
LIGHT FIXTURES: SEE ELECTRICAL AND AS APPROVED BY OWNER

MASTER BEDROOM

FLOORING: ENGINEERED HARDWOOD OR LVP AS APPROVED BY OWNER
BASE: 6" TALL WOOD PAINTED AS APPROVED BY OWNER
WALLS: GYPSUM BOARD WITH TEXTURE TO MATCH EXISTING
LIGHT FIXTURES: AS APPROVED BY OWNER

MASTER BEDROOM CLOSET

FLOORING: ENGINEERED HARDWOOD OR LVP AS APPROVED BY OWNER
BASE: 6" TALL WOOD PAINTEDMAS SELECTED BY OWNER
LIGHT FIXTURES: SEE ELECTRICAL AND AS SELECTED BY OWNER
WALLS: GYPSUM BOARD WITH TEXTURE TO MATCH EXISTING
SHELVING: AS APPROVED BY OWNER: OPTION: AS DESIGNED

MASTER BATHROOM

FOR CODE RELATED ITEMS, SEE A2.3 AND CG1-CG2

FLOORING: LUXURY VINYL PLANK (LVP) AS APPROVED BY OWNER
SHOWER: AS APPROVED BY OWNER
TOILET: TOTO OR SIMILAR AS APPROVED BY OWNER
SINKS: AS APPROVED BY OWNER
SINK FAUCETS: AS APPROVED BY OWNER
SHOWER HEAD & VALVES: AS APPROVED BY OWNER
SHOWER DOOR: USE FRAMELESS GLASS DOORS. 5/8" TEMPERED
SHOWER WALLS: TILE OVER SET BED
MIRRORS: AS APPROVED BY OWNER
TOILET PAPER HOLDER: AS APPROVED BY OWNER
TOWEL BARS: AS APPROVED BY OWNER
MEDICINE CABINET ON WALL: AS APPROVED BY OWNER
CABINETS: SHAKER STYLE AS APPROVED BY OWNER
COUNTERTOPS: QUARTZ AS APPROVED BY OWNER
SPLASH: AS APPROVED BY OWNER
FLOORING: LVT AS APPROVED BY OWNER
BASE: 6" TALL PAINTED WOOD AS APPROVED BY OWNER
LIGHT FIXTURE: SEE ELECTRICAL AND AS APPROVED BY OWNER

WALK-IN-CLOSET

FLOORING: ENGINEERED HARDWOOD OR LVP AS SELECTED BY OWNER
BASE: 6" TALL PAINTED WOOD AS SELECTED BY OWNER
WALLS: GYPSUM BOARD WITH TEXTURE TO MATCH EXISTING
SHELVING: AS APPROVED BY OWNER: OPTION: AS DESIGNED BY CLOSET COMPANY (CONTAINER STORE) AS APPROVED BY OWNER

TERRACES

FLOORING: WEST TERRRACE & STAIRS: TREX / EAST TERRACE: SEE CS3 2
RAILING: GLASS RAILING SYSTEM / HALF SOLID WALL
STAIR RAILING: WOOD WITH TREX TREADS AND OPEN RISERS

MISC

FLOORING: REPLACE OLD WITH NEW ENGINEERED HARDWOOD OR LVP AS APPROVED BY OWNER

FOR ALL INDOOR WATER CONSERVATION AND EFFICIENCY REQUIREMENTS (WATER CLOSET: PLUMBING FIXTURES, SHOWERHEADS, ETC) - SEE CAL GREEN BUILDING NOTES ON CG1-CG2

VERIFY ALL DIMENSIONS IN FIELD. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ARCHITECT IMMEDIATELY OF ANY CONFLICTS, DISCREPANCIES, OMISSIONS AND/OR ANY OTHER CONDITION THAT MAY AFFECT, OR PREVENT, THE FULL IMPLEMENTATION AND ACCURATE EXECUTION OF THE WORK IDENTIFIED WITHIN THESE DRAWINGS.

2 FOR (N) SKYFLOOR WALKABLE SKYLKIGHT: SEE A2.6

ALL LANDINGS AT EXTERIOR DOORS SHALL BE LOCATED NOT MORE THAN 7.75" BELOW DOORS' THRESHOLD. PROVIDE 2% SLOPE, TYP.

SLOPE TO DRAIN TO GUTTER: SEE DET. 1 ON SHEET D2

3A 42" TALL SOLID RAILING (HALF WALL). AS-BUILT CONDITION AS DONE BY OWNER & G.C

FOR STAIRS / DECK / LANDING: SEE SHEETS D1-D2 AND SHEET A2.3 ("EXTERIOR STAIRS" & "GUARDRAIL" CATEGORIES) FOR CONSTRUCTION AND ALL CODE RELATED ITEMS

(E) BALCONY DEMO'D

WDO TO BE AT COUNTER HEIGHT

2 (E) "CHIMNEY" DEMO'D

(N) ELEC. FIREPLACE (SF-B130-EB): SEE CS2 2

FLAT SCREEN TV

(N) 3/6 X 3/10 FIXED

(N) 2/8X6/8

(N) 5/0 X 3/8 FIXED PICTURE WDO 2

(N) UPPER TERRACE
TREX 2

(N) WINDOWS TO REPLACE (E).. (ENLARGED AND MOVED TO CORNER)

8'-3"

DN 18 R @ 7 7/16"

15'-7"

DN 18 RISERS @ 7 7/16" = 134" (TOTAL RISE) AND 17 TREADS @ 11" = 15'-7" (TOTAL RUN)

(N) WINDOWS AT BAY TO REPLACE (E)
(N) 5/10 X 3/10 SLIDERS
(N) 1/2 X 3/10 DH
(N) 1/2 X 3/10 DH

2'-0" 12"
EGRESS DOOR

3 93" X 84"

DW

COUNTRY SINK
16'-7"

FOR BEAM LAYOUT ON THE (E) 2ND LEVEL: SEE RCP PLAN ON SHEET A2.6

LIVING ROOM
ENG. HARDWOOD OR LVP

3 FOR (N) SKYLIGHTS IN DINING / KITCHEN: SEE A2.6

BEAMS NOT SHOWN ON THIS PLAN: SEE RCP ON A2.6

MASTER BEDROOM
ENG. HDWD. OR LVP

(E) BEAM

REF

KITCHEN
ENG. HDWD. OR LVP

WING WALL W/ POST TO SUPPORT BEAM

(N) WALL @ (E) WALL DEMO'D

BEAMS NOT SHOWN ON THIS PLAN FOR CLARITY: SEE RCP ON A2.6

(N) 6X6 COLUMN TO SUPPORT RIDGE BEAM ABOVE

(E) BEAM

DBL OVEN

PANTRY

2'-10"

OPTION: BUILT-IN UNDER CAB

4'-2"

VANITY

1 SIM. D2

DINING ROOM
ENG. HARDWOOD OR LVP

(N) 6/0 X 4/0 SLIDERS

(E) DECK DEMO'D

B A4.2

42" TALL HALF WALL (SOLID RAILING)

+/- 8/0 X 1/8 OPENING: SEE ELEVATIONS

SLOPE TO DRAIN 1/4" PER FOOT TO SCUPPER OR RWL

16" SQ "NON-STRUCTURAL COLUMNS". (THESE COLUMNS ARE DECORATIVE IN DESIGN TO ADD VISUAL INTEREST), OPTIONAL BY OWNER, TYP.. (EXTERIOR LOOK TO BE FAUX FINISH COLUMNS-TRIMS")

(N) UPPER TERRACE
(UNCONDITIONED SPACE)
(FLOOR WATERPROOFING: SEE CS3)

42" TALL HALF WALL (SOLID RAILING)

STRUCTURAL "RIDGE" BEAM: SEE SHEET S4

2 OPENING IN ROOF: SEE A2.6 AND S4

42" TALL HALF WALL (SOLID RAILING)

5'-0" 3'-6" FOR SHEAR 13'-6" 5'-0"

2 3

SEE RCP PLAN TOO ON SHEET A2.6 FOR BEAM LAYOUT AT TERRACE ADDITION

8/0 X 1/8 OPENING AT ROOF

STRUCTURAL "RAFTER" BEAMS: 4X @ 4' O.C. - SEE SHEET S4

SLOPE TO DRAIN (1/4" PER FOOT) TO SCUPPER TO RWL AND SHEET DRAIN TO VEGETATED AREAS TO REAR OF PROPERTY. SEE ELEVATIONS AND SITE PLAN

42" TALL HALF WALL

10'-9" 12'-3" WEST SIM.

23'-0" 2

C D

B A4.2

SEE ELEV. FOR CLERESTORY WDO

(N) WINDOWS TO REPLACE (E) (ENLARGED AND MOVED TO CORNER)

(N) 7/0 X 3/10 SLIDERS

(N) WINDOWS TO REPLACE (E)

(N) 2/10 X 3/10 FIXED

OPTION: G.C. TO DETERMINE IF (E) WALL IS TO REMAIN OR REBUILT WITH (N) STUDS/WALL: SEE (N) PLAN

UP 7.5"

(N) 5/10 X 3/10 SLIDERS

EGRESS WDO

(E) BEAM

2/6 BARN DOOR

(N) 2/8X6/8

(N) 2/4X6/8

W.I.C.
ENG. HDWD OR LVP

KING

3A

BATH
LVP

(E)

F.O.S.

5'-6" GYP BD

(E) DN 14 R

(N) 2/4 X 6/8

6'-8"

BEAMS NOT SHOWN ON THIS PLAN: SEE RCP ON A2.6

POWDER ROOM
LVP

(N) 5/0 X 6/8 SGD

3B

3A 6/0 X 2/0 FIXED (OBSCURE FILM TO BE PUT ON)

24X30 CLEAR REQ. @ W.C., TYP.

FOR BEAM LAYOUT IN (E) 2ND LEVEL: SEE RCP PLAN ON SHEET A2.6

(N) 2/10 X 1/8 SLIDER OBSCURE (TO REPLACE (E) SET HDR HIGH)

3A

(N) 2/0 X 6/0 FIXED
(N) 2/0 X 6/0 FIXED
(N) WDOS TO REPLACE (E)

5'-7"

A A4.1

NOTE: ALL WINDOWS MUST BE FIELD MEASURED PRIOR TO ORDERING TO ENSURE PROPER FIT

N W E S

2ND FLOOR PLAN

SCALE: 1/4" = 1'-0"

0 10 20 30

3C 1: ROTATED THE OPENING 90 DEGREES AND MOVED IT SLIGHTLY NORTH

3A 1: DEMO'D SOUTH M. BATH WDO & ADDED TO EAST SIDE (OBSCURE)
2: CHANGED POWDER BATH WDO TO SMALLER SIZE
3: CHANGED PORTION OF WEST DECK GLASS RAILING TO SOLID WALL
4: M. BATH BACK TO ORIGINAL AS-BUILT: ONLY MATERIAL CHANGES
5: NOTED EAST WINDOW AT DINING TO HAVE OBSCURE FILM TO BE PUT ON
6: REVERTED BACK TO ORIGINAL AS-BUILT MASTER BATH TO SAVE CONSTRUCTION COST & NOTED SQ. M. BATH WDO HDR SET AS HIGH AS POSSIBLE

3B 1: CHANGED TO SGD AT DINING TO TERRACE

3 1: REMOVED FP / NEW WINDOWS / NEW DOORS / NEW SKYLIGHTS AT TERRACE / AT KITCHEN AND DINING AREAS
2: NEW INDIVIDUAL SKYLIGHTS
3: NEW GLASS DOOR TO TERRACE

2 1: EXTENDED NORTH UPPER TERRACE BY 1'-6"
2: CHANGED DOOR SIZE AND TYPE TO TERRACE
3: REMOVED RIDGE SKYLIGHT AT TERRACE & REPLACED W/ OPENING
LG 4: KITCHEN WINDOW IS NOW A FIXED PICTURE WINDOW
5: REMOVED GLASS RAILING AT TERRACE & NOW A HALF WALL
6: CHANGED TO TREX AT WEST TERRRACE DECK / CS3 SPECS AT EAST

EXISTING WALL
EXISTING WALL DEMO'D
NEW WALL

NOTES ON HEIGHT OF WALLS

1: KITCHEN WALL - FULL HEIGHT
2: W.I.C. WALLS - FULL HEIGHT
3: M. BATH WALLS - FULL HEIGHT
4: POWDER ROOM WALLS - FULL HEIGHT WITH FLAT LID AT 8'-0"

3A REVISED 08/07/22
2 REVISED 03/02/22
3B REVISED 02/21/23
3 REVISED 05/02/22
3C REVISED 08/17/23

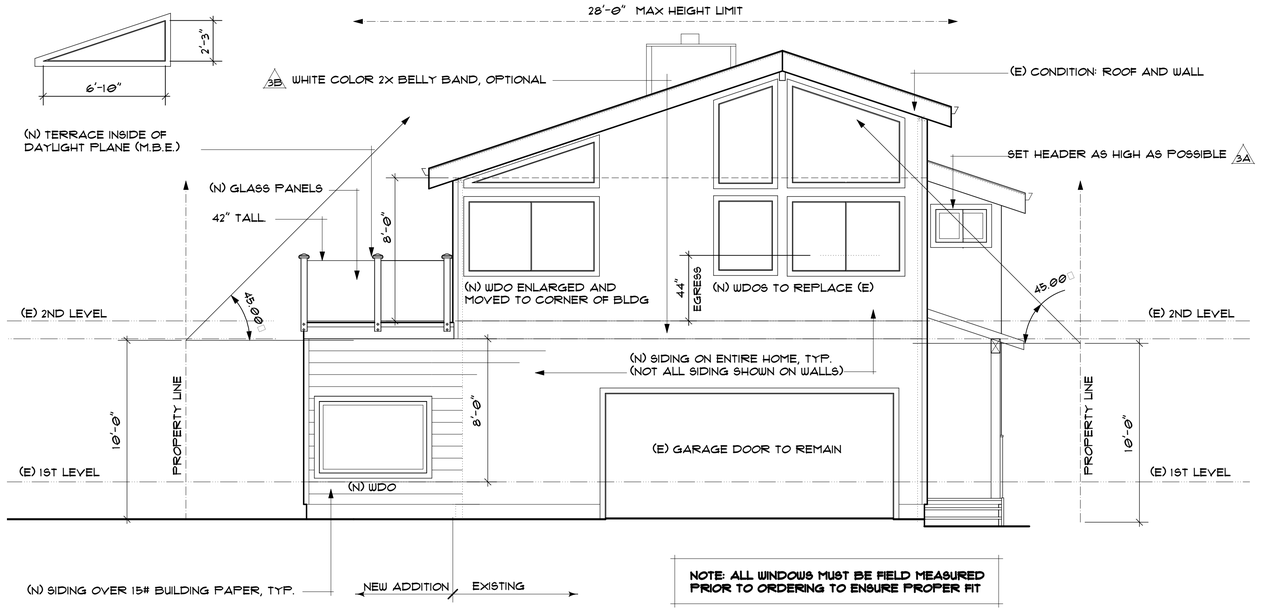
JOB # 2006
SCALE AS NOTED
DATE 08/01/21
SHEET A2.2

CHRIS RIDGWAY ARCHITECT, INC.
610 POPLAR STREET, HALF MOON BAY, CA 94019
PH#: 650.621.6391 WEB SITE: CRARCHITECT.NET
EMAIL: CRARCHITECT@COASTSIDE.NET

LICENSED ARCHITECT CHRIS RIDGWAY C 15465 EXP. 4/30/25 STATE OF CALIFORNIA

ADDITION AND REMODEL FOR: A.P.N. 056-103-11@
ELLINGSON, RUSSELL & LORI
ADDRESS: 225 VALDEZ AVE, HALF MOON BAY 94019

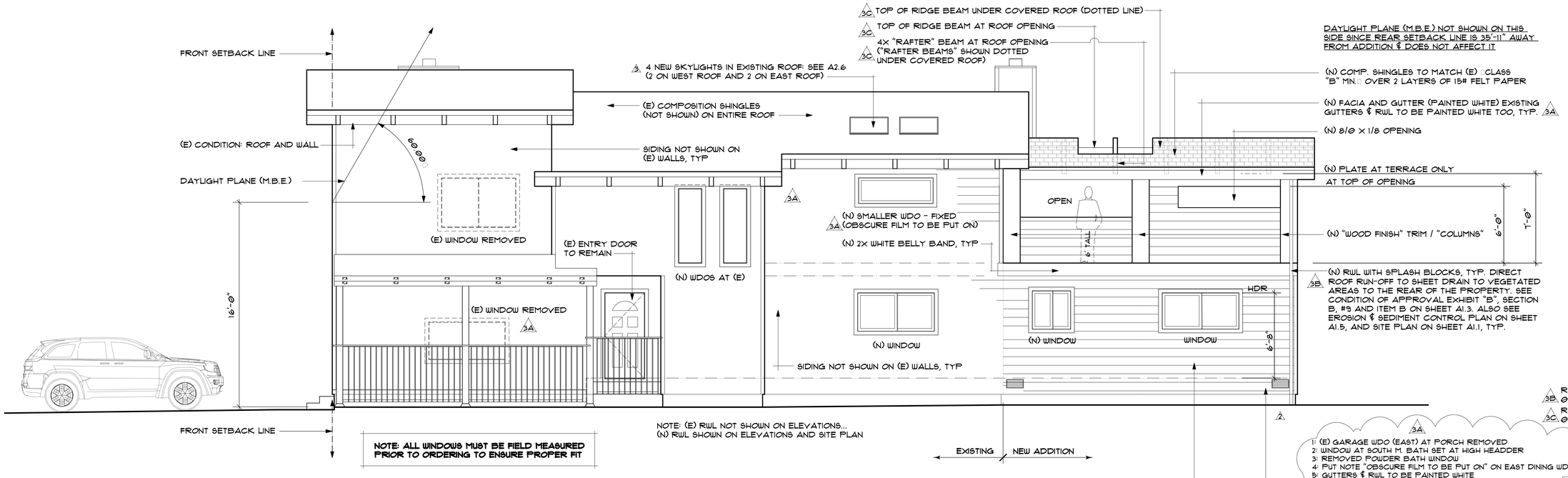
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FRONT ELEVATION

SCALE: 1/4" = 1'-0"

0 10 20 30



RIGHT SIDE ELEVATION

SCALE: 1/4" = 1'-0"

0 10 20 30

3C 1: MOVED ROOF OPENING SLIGHTLY NORTH & CLARIFIED RIDGE BEAM & RAFTER BEAMS AT ROOF OPENING (SEE A2.6 TOO)

3B 1: REVISED DRAINAGE ITEM PER L.I.D. FOR RWL NOTE.
2: REMOVED PROPOSED TUBE SKYLIGHTS

2 LG 1: EXTENDED TERRACE WING BY 1'-6"
2: REMOVED RIDGE SKYLIGHT AT TERRACE AN REPLACED WITH OPENING
3: REMOVED GLASS RAILING AT TERRACE & NOW A HALF WALL

3A 1: (E) GARAGE WDO (EAST) AT PORCH REMOVED
2: WINDOW AT SOUTH M. BATH SET AT HIGH HEADDER
3: REMOVED POWDER BATH WINDOW
4: PUT NOTE "OBSCURE FILM TO BE PUT ON" ON EAST DINING WDO
5: GUTTERS & RWL TO BE PAINTED WHITE

3 1: CHANGED PER (N) SKYLIGHTS / WINDOWS

3B REVISED 02/21/23
3C REVISED 08/17/23
2 REVISED 03/02/22
3 REVISED 05/02/22

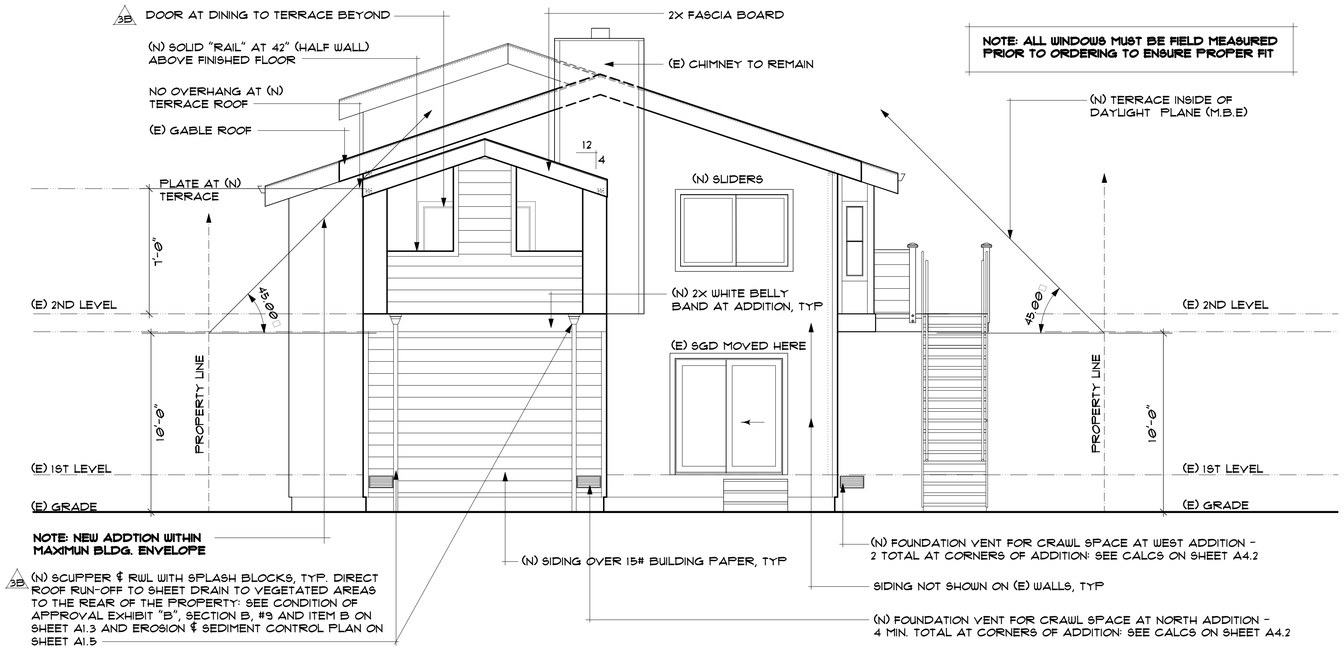
JOB # 2006
SCALE AS NOTED
DATE 08/01/21
SHEET A3.1

CHRIS RIDGWAY ARCHITECT, INC.
670 POPLAR STREET, HALF MOON BAY, CA. 94019
PH#: 650.622.6301 WEB SITE: CRARCHITECT.NET
EMAIL: CRARCHITECT@COASTSIDE.NET

LICENSED ARCHITECT CHRIS RIDGWAY C 15465 EXP. 4/30/25 STATE OF CALIFORNIA

ADDITION AND REMODEL FOR: ELLINGSON, RUSSELL & LORI
A.P.N. 056-103-110
ADDRESS: 225 VALDEZ AVE, HALF MOON BAY 94019

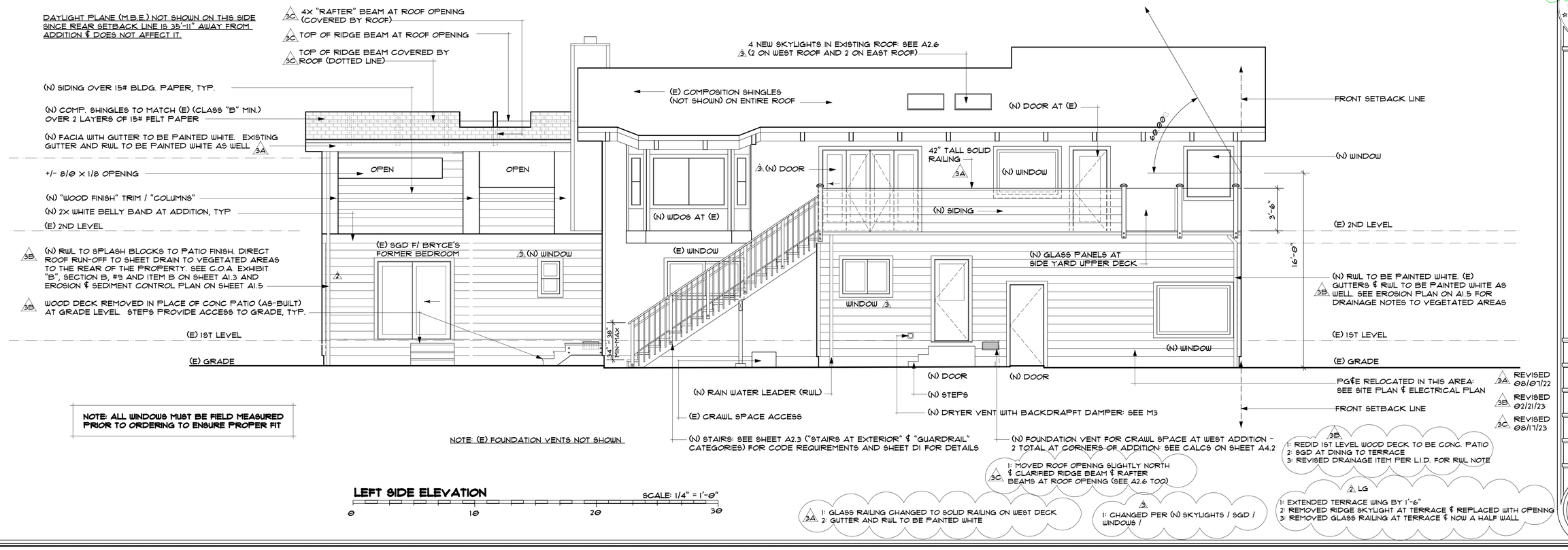
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NEW REAR ELEVATION

SCALE: 1/4" = 1'-0"

0 10 20 30



LEFT SIDE ELEVATION

SCALE: 1/4" = 1'-0"

0 10 20 30

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ADDITION AND REMODEL FOR: **ELLINGSON, RUSSELL & LORI**
A.P.N. 056-103-110
ADDRESS: 225 VALDEZ AVE, HALF MOON BAY 94019

2	REVISED 03/02/22
3	REVISED 05/02/22
3A	REVISED 08/01/22
3B	REVISED 02/21/23
3C	REVISED 08/17/23
JOB #	2006
SCALE	AS NOTED
DATE	08/01/21
SHEET	A3.2

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November 30, 2023

Lori RomeroEllingson and Russell Ellingson
225 Valdez Avenue
Half Moon Bay, CA 94019

City of Half Moon Bay
Planning Department
501 Main Street
Half Moon Bay, CA 94019

Building Permit# B2021-00413

Reasons and grounds to appeal:

1. Violation of property rights
2. Abuse of power
3. Refusal of minor changes that affect no one
4. Made-up Design guidelines to meet the wants/request of others
5. Retaliatory actions.
6. Being prosecuted for implementing changes and requests that the city has asked of us.
7. Being prosecuted for approvals, the city made.
8. Extortion of money to silence community members from appealing
9. Would like consideration and repeal of city actions:

    a. Skylights: The skylight issue is being reintroduced because it was overlooked and not addressed at the last hearing, dated 11/22/2022. The planning commission approved we could have skylights and a partially conditioned second-story addition; however, residents on the east side challenged the approval. Because the approval was only focused on the partially conditioned space, which was different from what we, the homeowners, wanted, we decided to decline paying an additional $3777. However, the question posed about just roof skylights was never answered during that meeting.

    b. Rotation of Opening: The changes are considered minor and are just changing the orientation—our architect's letter to the city dated 8/23/2023.

        - "The changes are minor as we have rotated the opening by 90 degrees but have kept the opening of 8/0 x 6/0. We also slightly moved the opening toward the North end. These two changes enhance the look and symmetry of the Terrace. Instead of affecting 3 rafter beams, this version will have the center of the opening on one Rafter Beam with an equal distance of the edges to the other Rafter Beams. This is aesthetically better and will feel less unbalanced from the inside.

c. Shift North openings: The changes are minor, just changing the orientation—our architect's letter to the city dated 8/23/2023.

- "Another minor change is the shift of the East and West 8/0 x 1/8 openings toward the North end. This allows the neighbors to have a better 'ocean view.'" The modification provides all viewers an enhanced ocean view vs. a view of the west neighbor's home.

Appeal Process: A letter dated 9/12/2022 states that the City Director can approve minor modifications without subject to an appeal.

a.

specifies that the Community Development Director shall review and may approve any deviation from the approved plans that is determined minor in nature.

a. The City Director stated and agreed in a letter on 9/1/2023 that the proposed changes are minor in nature.

> We have reviewed the plans submitted by your architect on August 23, 2023, and the Community Development Director determined that the two revisions from the approved plan set constitute a minor modification of your Coastal Development Permit (as approved on April 21, 2021 and subsequently modified

b. Why are we subjected to an appeal process and having to pay $8082 to defend our property rights? We would appreciate the consideration of a refund of $8082, and no further action on our part is needed.

All proposed changes are minor and conform with the "Single-Family Residential Design Guidelines."

Thank you for being so considerate.



Lori and Russell Ellingson

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **January 16, 2024**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: Maz Bozorginia, Public Works Director/City Engineer
Veronika Vostinak, Public Works and Sustainability Programs Manager

TITLE: **MUNICIPAL ENERGY PROJECTS**

RECOMMENDATION:
Provide direction to staff on which option to move forward with on the Municipal Energy Projects.

FISCAL IMPACT:
Staff are providing the Council with two options to consider. Each option has certain financial implications, which are detailed in the Staff Report. The exact level of financial impact and cost to the City will be determined by more detailed studies in the future with either option.

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

BACKGROUND:
The City Council has expressed interest in installing solar photovoltaic (PV) systems on City Facilities to promote the use of renewable energy and reduce electricity costs. Additionally, the City Council aims to electrify all municipal facilities in order to set an example for the community to reduce greenhouse gas emissions stemming from our City operations. Both goals were formally adopted in the City's Climate Action and Adaptation Plan (CAAP) Phase 1, in December 2023. Specifically, the goals are as follows:

- **ME-1:** Employ carbon-free electricity for all municipal operations and increase supply of local, renewable energy supply at municipal facilities.
- **ME-2:** Electrify all municipal facilities by 2025.
- **ME-3:** Increase the energy efficiency of all municipal facilities and operations.

DISCUSSION:
Throughout 2023, staff explored two different potential paths to add additional solar PV to City Facilities. Staff have reached a point that requires City Council direction on which path to pursue, considering the potential benefits and costs to the City.

Staff is presenting two options for the City Council to consider:

(1) Enter into a Power Purchasing Agreement (PPA) as part of the Solar & Storage for Public Buildings Program, or
(2) To own the system outright and complete a more comprehensive project, which includes City Facility electrification and EV charging, complementary goals identified by the City Council and in the City's CAAP.

Either option would result in more generation of renewable energy on City Facilities, but they differ in capital cost contribution and financial benefits. Details of both options are discussed below. In order to keep the explanation of both options as objective as possible, Staff has removed the names of the entities leading the efforts below.

Option 1: Enter Into a PPA
A PPA is a financial arrangement in which a third-party developer owns, operates, and maintains the PV system, and a host customer agrees to site the system on its property and purchases the system's electric output from the solar services provider for a predetermined period. This financial arrangement allows the host customer to receive stable and often low-cost electricity, while the solar services provider or another party acquires valuable financial benefits, such as tax credits and income generated from the sale of electricity. With this business model, the host customer buys the services produced by the PV system rather than the PV system itself.

Under this model, the third-party would own the system for up to 20 years with an option for the City to extend the PPA for an additional 5 years. Final terms are still to be determined, but the City will have the option to pay more per kilowatt hour (kWh) upfront and keep the same rate over the term of the PPA or pay less per kWh to begin with, and energy costs per kWh will increase by 2% each year for the term of the PPA. With either option, the electricity rates in the PPA are expected to be less than those available at retail rates through PG&E/PCE. The California Public Utilities Commission estimates that energy rates will escalate at an average of 3.7% per year through 2030. However, in 2023 PG&E announced an 18% rate increase and 5% annual increases through 2026. Future rates may also be impacted by power capacity constraints, investment in grid infrastructure to support vehicle and building electrification, and grid hardening and undergrounding for wildfire mitigation.

In 2022, Staff collaborated with the Cabrillo Unified School District (CUSD) to explore possibilities of a joint Power Purchase Agreement (PPA). The goal was to leverage both agencies' facilities to create a larger and more attractive investment portfolio for developers. During this process, CUSD and the City staff discovered that Entity A was offering a program that combined projects with participating public entities within the County. As a result, CUSD and City Staff decided to dedicate their resources to exploring PPA options with Entity A and

other projects individually. Both agencies have continued to express support for each other's projects when possible.

Entity A explored multiple potential sites for solar PV and decided to move forward with interconnection applications and preliminary designs for systems at City Hall and the Sheriff's Substation. Entity A completed the interconnection applications for both identified PV sites on behalf of the City so it can benefit from Net Energy Metering 2.0 pricing to realize better financial benefits for solar projects at these sites. This remains true whether the City decides to continue with Entity A or any other vendor, as long as construction is completed by April 2026.

Staff has identified that Entity A's current design at City Hall would require roof replacement prior to installation which has not been budgeted for FY 2023-24, nor has it been included in Option One's scope. Additionally, the current City Hall design may cause conflict with the historic view corridor from Main Street to the historic jail and may interfere with some of the presented options for a proposed park in the west portion of the City Hall parking lot. City staff alerted Entity A's staff of these potential issues and they will be further explored once a vendor is selected for engineering, procurement, and construction.

Benefits

- No upfront cost to the City
- Lower and more predictable energy costs compared to retail rates
- Utilizes NEM 2.0 pricing structure

Considerations

- City must pay market value for the panels or have PV removed (at no cost) at the end of the 20–25-year term
- Some work must be done prior to installation at the City's cost:
    - Roof repair ($70,000+, not budgeted in FY 2023-24)
    - Internet Connectivity ($1,000+, not budgeted in FY 2023-24)
- PV-only project
- Entity A retains ownership rights for Renewable Energy Credits (RECs)

Sustainability Staff and the City Attorney are reviewing the terms of the preliminary agreement and the final agreement terms are expected to be available in late January. Entity A will be looking for the City to make a formal agreement to continue with the PPA once those terms are available.

Option 2: Own PV System and Combine with Facility Electrification, EV Charging, and Roof Repair

Staff worked with Entity B to scope another option for the City to own the PV systems and complete a more comprehensive project that included related goals that can be completed at the same time. Entity B has worked with staff to conduct a no-cost evaluation of potential projects and to provide preliminary cost estimates for this holistic project option.

The scope for Option 2 proposal includes PV installation at the City Hall and Sheriff Substation parking lots, Public/City EV charging at City Hall, electrification of City Hall, Ted Adcock Community Center, Train Depot, Corporation Yard, and the Emergency Operations Center, and City Hall roof repairs. This comprehensive approach enables the City to take advantage of more incentives and energy savings by combining various components into a single project. As a result, the City can leverage the greatest number of incentives and accomplish these related goals at once, and much quicker than if the City were to undertake the projects individually.

With this project approach, the City would retain ownership of the PV systems and realize their full financial benefits, including the lowest energy costs and ownership of RECs. Due to size and shading constraints, the PV system would offset about 88% of energy costs at both City Hall and the Sheriff Substation.

Entity B has presented three financing options that utilize PCE's 1% and TELP's 4.97% loans for the full scope. Option 2A would allow for the entire project to be financed using no upfront capital investment, Option 2B utilizes Capital Improvement Funds for City Hall HVAC Replacement budgeted for FY 2023-24 and a grant available through PCE's GovBE program, and Option 2C would require an upfront capital investment where the cost savings from the project cover the financing cost. Options 2B and 2C are anticipated to realize net positive financial benefit over the 30-year estimated life of the PV system whereas 2A results in a negative cost to the City over the life of the system.

Benefits:

- Lowest energy cost
- Holistic project that includes facility electrification, EV charging, and needed roof repair along with PV system installation
- Captures over $620,000 in project incentives
- City retains RECs
- Can leverage interconnection applications to realize NEM 2.0 benefits

Considerations:

- Multiple financing options:
    - Option 2A has no upfront cost to the City but does not realize net positive financial benefits
    - Option 2B leverages funds from a FY 2023-24 budgeted project and expected grant from PCE's GovBE program and results in net positive financial benefit at year 23
    - Option 2C requires upfront capital investment but realizes net positive financial benefit at year 18

To date, Entity B has completed its preliminary assessment at its own expense. However, to proceed with a more detailed audit and scoping, Entity B requests that the City agrees to help recover the costs, up to $30,000, in case the City decides not to move forward with a final

project. On the other hand, if the City decides to proceed with the project with Entity B after the more detailed scoping, the costs incurred will be included in the overall project scope.

Next Steps

Based on the Council's direction, staff will continue to work with the selected entity and will provide Council updates at critical milestones for their information and ultimate approval.