



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

TUESDAY, APRIL 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).

<http://hmbcity.com/>

**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

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

COMMUNITY PREPAREDNESS DAY REMINDER

PUBLIC FORUM

1. CONSENT CALENDAR

1.A WAIVE READING OF RESOLUTIONS AND ORDINANCES

1.B WARRANTS FOR THE MONTH OF FEBRUARY 2024

Staff Recommendation: Accept the warrants list for the month of February 2024.

[STAFF REPORT](#)

[ATTACHMENT](#)

1.C RECEIPT OF LEGISLATIVE POSITION LETTERS

Staff Recommendation: Receive and file position letters for Assembly Bill 1567, Senate Bill 1465, a Federal Appropriations Request, Federal Appropriations Support, and a Vehicle License Fee Allocation Request.

[STAFF REPORT](#)

[ATTACHMENT](#)

1.D JOHN L. CARTER PARK IMPROVEMENTS PROJECT (CIP NO. 611) - AMENDMENT NO. 7 TO PROFESSIONAL SERVICES AGREEMENT WITH ELS ARCHITECTURE AND URBAN DESIGN FOR ADDITIONAL CONSTRUCTION DESIGN SUPPORT

Staff Recommendation: Adopt a resolution authorizing the City Manager to execute Amendment No. 7 to the Professional Services Agreement with ELS Architecture and Urban Design (ELS) for additional construction administrative services for the John L. Carter Park Improvements Project (CIP No. 0611), increasing the contract by \$33,700 for a new total not-to-exceed the amount of \$685,047.

[STAFF REPORT](#)

[ATTACHMENT 1](#)

[ATTACHMENT 2](#)

1.E CONSTRUCTION CONTRACT AWARD FOR THE 2024 STREET MAINTENANCE PROJECT (CIP PROJECT NO. 0514)

Staff Recommendation: Adopt a resolution authorizing the City Manager to award and execute a construction contract to the lowest responsive and responsible bidder, Andreini Bros., Inc., of Half Moon Bay, California in the amount of \$370,070.08 and approve a construction contingency (15%) amount not to exceed \$55,509.52 for the 2024 Street Maintenance Project (CIP Project No. 0514) for a total construction budget of \$425,579.60.

[STAFF REPORT](#)

[ATTACHMENT 1](#)

[ATTACHMENT 2](#)

1.F URGENT CARE CENTER SERVICES AT SETON COASTSIDE

Staff Recommendation: Adopt a resolution urging AHMC Seton to develop the necessary infrastructure to staff and maintain an Urgent Care Center, serving the medical needs of the entire Coastsides no later than December 2024.

[STAFF REPORT](#)

[RESOLUTION](#)

2. ORDINANCES AND PUBLIC HEARINGS

2.A INTRODUCTION OF NEW CHAPTER 6.06 “RESIDENTIAL RENT STABILIZATION” TO TITLE 6 OF THE MUNICIPAL CODE

Staff Recommendation: Conduct a public hearing and introduce on first reading an ordinance creating a new Chapter 6.06 titled “Residential Rent Stabilization.”

[STAFF REPORT](#)

[ATTACHMENT](#)

2.B INTRODUCTION OF NEW CHAPTER 6.08 “TENANT PROTECTIONS” TO TITLE 6 OF THE MUNICIPAL CODE

Staff Recommendation: Conduct a public hearing and introduce first reading an ordinance creating a new Chapter 6.08 titled “Tenant Protections.”

[STAFF REPORT](#)

[ATTACHMENT](#)

2.C INTRODUCTION OF AMENDMENTS TO 6.02 “HOUSING DEFINITIONS” OF TITLE 6 OF THE MUNICIPAL CODE

Staff Recommendation: Conduct a public hearing and introduce on first reading an ordinance amending Chapter 6.02 titled “Housing Definitions” to incorporate defined terms from proposed New Chapter 6.06 (Residential Rent Stabilization”) and Chapter 6.08 (Tenant Protections).

[STAFF REPORT](#)

[ATTACHMENT 1](#)

[ATTACHMENT 2](#)

3. RESOLUTIONS AND STAFF REPORTS

3.A AUTOMATED LICENSE PLATE READERS PILOT PROGRAM

Staff Recommendation: Receive a report and provide direction to staff whether to move forward with implementation of an Automated License Plate Reader (ALPR) pilot program at specified locations within Half Moon Bay.

[STAFF REPORT](#)

[ATTACHMENT 1](#)

[ATTACHMENT 2](#)

**3.B MUNICIPAL ENERGY IMPROVEMENTS - ENERGY SERVICE CONTRACT WITH
WILLDAN ENERGY SOLUTIONS**

Staff Recommendation: Continue to the May 7, 2024 City Council meeting.

FOR FUTURE DISCUSSION / POSSIBLE AGENDA ITEMS

COMMISSION / COMMITTEE UPDATES

CITY COUNCIL REPORTS

ADJOURNMENT

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

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

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

From: Lisa Lopez Rossi, Administrative Services Director

TITLE: **WARRANTS FOR THE MONTH OF FEBRUARY 2024**

RECOMMENDATION:

Accept the warrants list for the month of February 2024.

STRATEGIC ELEMENT:

This recommendation supports the Fiscal Sustainability and Inclusive Governance Element.

DISCUSSION:

During this month, the City processed 6 check runs. The table below outlines each check run and their individual totals:

Check Run Date	Amount
February 01	261,479
February 04	20,833
February 08	360,109
February 15	262,407
February 22	104,394
February 29	466,770
Total	1,475,992

The City processed payments related to 19 capital improvement projects, in a total amount of \$256,888. These include Highway 1 Safety - North, Poplar Complete Street, Carter Park, Eastside Parallel Trail Expansion, Corporate Yard Improvements, Climate Action And Adaptation, Main Street Revitalization Program, Seymour Ditch Erosion, Smith Field Site Assessment, Train Depot And Johnston House, Kelly Avenue Crosswalks, Roosevelt Ditch Repairs At Pullman, Pump Station And Force Main, Kehoe/Pilarcitos Outfall Repair, Emergency Response Program, Neighborhood Traffic Safety Program, LCP Implementation Project, Poplar Beach Gateways Plan, and Pilarcitos Creek Restoration.

Staff is also including a list of all payments above \$30,000 processed during this reporting period, as listed in the table below.

OVER \$30,000				
Check #	Payee	Check Date	Amount	Description
54117	EL CENTRO DE LIBERTAD	2/1/2024	\$33,249	CARES PROGRAM OPERATOR
54125	HMBAY PARTNERS II, LLC	2/1/2024	\$44,572	637 MAIN TENANT IMPROVEMENTS
54193	PUENTE DE LA COSTA SUR	2/8/2024	\$70,000	CRI-DIGITAL NAVIGATION PROGRAM
54197	SHUTE MIHALY & WEINBERGER LLP	2/8/2024	\$93,835	GENERAL MATTERS AND LITIGATION
54250	WICKMAN DEVELOPMENT AND CONSTRUCTION	2/15/2024	\$119,004	CARTER PARK IMPROVEMENTS
53788	Mercy Housing California 110, LP	2/22/2024	\$44,208	555 KELLY PROJECT
54273	SEWER AUTHORITY MID-COASTSIDE	2/29/2024	\$397,632	FY 23-24 OPERATIONS AND MAINTENANCE

ATTACHMENTS:

Check Disbursement List by Check Date

Report Criteria:

Report type: Summary

Check Number	Payee	Check Issue Date	Amount	Description
53072	MARIK ENTERPRISES, LLC	02/01/2024	130.00	PRE-EMPLOYMENT REPORT
53771	ARAMARK	02/22/2024	648.02	FEB'24 MAINT SUPPLIES PUBLIC LIBRARY
53772	AUTOMATIC DOOR SYSTEMS INC.	02/22/2024	.00	01/31/24 LIBRARY DOOR SERVICE
53773	BAY AREA GEOTECHNICAL GROUP INC	02/22/2024	.00	CARTER PARK IMPROVEMENTS PROJECT
53774	California Metro Mobile Communications	02/22/2024	22,050.94	Purchasing 14 Motorola radios, 3 x 6 bank chargers, 6 xbatt
53775	CHRISTINA LAGUNAS	02/22/2024	500.00	DEPOSIT REFUND TRAIN DEPOT 2/17/24
53776	COASTSIDE COUNTY WATER DISTRICT	02/22/2024	4,423.53	HYDRANT METER
53777	COLANTUONO HIGHSMITH WHATLEY PC	02/22/2024	3,314.50	JAN'24 LEGAL SERVICES
53778	COUNTY OF SAN MATEO	02/22/2024	246.75	DEC'23 MICROWAVE MUX DSO
53779	DKS ASSOCIATES	02/22/2024	612.50	555 KELLY AVENUE ANALYSIS
53780	GRIFFIN STRUCTURES INC.	02/22/2024	14,595.00	CARTER PARK RENOVATION PROJECT
53781	HALF MOON BAY BUILDING & GARDEN	02/22/2024	325.39	JAN'24 MAINTENANCE SUPPLIES
53782	HUFFMAN-BROADWAY GROUP INC	02/22/2024	597.50	Poplar Beach Gateways
53783	KONICA MINOLTA	02/22/2024	2,275.21	FEB'24 COPIER AND LEASE
53784	Leticia Sarabia	02/22/2024	500.00	DEPOSIT REFUND TRAIN DEPOT 2/10/24
53785	LOCKWORKS UNLIMITED INC	02/22/2024	376.97	HID ISOPROX II CARDS
53786	Mark Hofmann	02/22/2024	760.00	PICKLEBALL LESSONS 2/17/24
53787	Martha Leon	02/22/2024	40.00	CLASS REFUND 2/17/24
53788	Mercy Housing California 110, LP	02/22/2024	44,208.49	555 Kelly ARPA Draw #3
53789	M-GROUP	02/22/2024	3,927.50	NEW PO REQUEST FOR M-GROUP
53790	MMANC	02/22/2024	100.00	WINTER REGISTRATION 2024 - BLAIR
53791	NICHOLAS TRANSLATIONS & INTERPRETATIONS	02/22/2024	475.00	DEC'23 TRANSLATION SERVICES
53792	Noreen Heavlin	02/22/2024	100.00	DEPOSIT REFUND COMMUNITY RM A 2/18/24
53793	ODP BUSINESS SOLUTIONS, LLC	02/22/2024	314.93	OFFICE SUPPLIES
53794	REPUBLIC SERVICES #925	02/22/2024	351.46	JAN'24 WASTE REMOVAL
53795	SEWER AUTHORITY MID-COASTSIDE	02/22/2024	.00	FY 23-24 COLLECTIONS
53796	Shelly Smith	02/22/2024	80.00	REFUND 2 CLASSES PICKLEBALL WINTER 23/24
53797	SWCA INCORPORATED	02/22/2024	1,190.50	Piilarcitos Creek Environmental

Check Number	Payee	Check Issue Date	Amount	Description
53798	WESTERN EXTERMINATOR COMPANY	02/22/2024	1,352.65	JAN'24 EXTERMINATOR SERVICES
53799	ZONES, LLC	02/22/2024	1,096.94	CLOUD SUBSCRIPTIONS 02-19-2024 to 03-19-2024
54033	NORCAL CITY HUMAN RESOURCES DIRECTORS	02/01/2024	200.00	SPRING CONFERENCE 2024 REGISTRATION
54108	ARAMARK	02/01/2024	640.24	FEB'24 MAINT SUPPLIES PUBLIC LIBRARY
54109	AT&T	02/01/2024	166.33	JAN'24 PHONE SERVICE
54110	Barbara O'Conner	02/01/2024	120.00	REFUND FOR 3 CLASSES 1/03/2024
54111	BLACK & VEATCH CORPORATION	02/01/2024	14,560.00	NPDES STORMWATER SERVICES
54112	Caeli Collins	02/01/2024	30.00	CLASS REFUND 02/17/2024
54113	Catherine Fraley	02/01/2024	120.00	REFUND FOR 3 CLASSES 1/03/2024
54114	CITY OF BURLINGAME	02/01/2024	6,233.41	NOV'23 BID
54115	COUNTY MANAGER'S OFFICE	02/01/2024	15,829.00	FY23/24 ANIMAL CARE SHELTER CONSTRUCTION COSTS
54116	Cynthia Cosbey	02/01/2024	120.00	REFUND FOR 3 CLASSES 1/07/2024
54117	EL CENTRO DE LIBERTAD	02/01/2024	33,249.00	CARES PROGRAM
54118	ELIZABETH ARROYO	02/01/2024	500.00	DEPOSIT REFUND TRAIN DEPOT 01/20/2024
54119	GATES AND ASSOCIATES	02/01/2024	74.47	SMITH FIELD FACILITIES MASTER PLAN
54120	HALF MOON BAY BUILDING & GARDEN	02/01/2024	483.26	JAN'24 MAINTENANCE SUPPLIES
54121	HALF MOON BAY COASTSIDE CHAMBER OF CO	02/01/2024	11,290.00	NOV'23 BID (OOC)
54122	HALF MOON BAY GLASS	02/01/2024	546.88	GLASS REPAIR
54123	HALF MOON BAY GRADING & PAVING INC.	02/01/2024	1,398.09	ELECTRICAL ISSUES ON POLARIS
54124	HMB COASTSIDE CHAMBER OF COMMERCE	02/01/2024	10,750.00	Provide daily operation and facility oversight via Opportunit
54125	HMBAY PARTNERS II, LLC	02/01/2024	44,572.00	637 MAIN TENANT IMPROVEMENTS FOR OPPORTUNITY CE
54126	HolidayGoo Inc	02/01/2024	953.20	SUPPLIES
54127	Ida Alamuddin	02/01/2024	120.00	REFUND FOR 3 CLASSES 1/03/2024
54128	INNOVATE CONCRETE INC.	02/01/2024	10,364.44	REOPEN PO
54129	INTEGRAL CONSULTING INC.	02/01/2024	10,810.45	PREPARATION OF THE CLIMATE ADAPTION PLAN(CIP 1002)
54130	Judy Garvey	02/01/2024	120.00	REFUND FOR 3 CLASSES 1/03/2024
54131	Katharine Branscomb	02/01/2024	120.00	REFUND FOR 3 CLASSES 12/28/2023
54132	KC BRANSCOMB	02/01/2024	120.00	REFUND FOR 3 CLASSES 12/28/2023
54133	KONICA MINOLTA	02/01/2024	2,275.21	JAN'24 COPIER AND LEASE
54134	LAURA CAMODECA	02/01/2024	322.00	INSTRUCTOR PAYMENT
54135	LEADERSHIP COUNCIL SAN MATEO COUNTY	02/01/2024	2,500.00	2023-2024 CITY SPONSORSHIP

Check Number	Payee	Check Issue Date	Amount	Description
54136	LEAGUE OF CALIFORNIA CITIES	02/01/2024	6,742.00	2024 MEMBERSHIP DUES
54137	Lisa Forward	02/01/2024	300.00	DEPOSIT REFUND OAK TUESDAYS
54138	Lloyda French	02/01/2024	120.00	REFUND FOR 3 CLASSES 1/03/2024
54139	Lori McCoy	02/01/2024	70.00	CLASS REFUND MODERN CALLIGRAPHY
54140	MARIK ENTERPRISES, LLC	02/01/2024	130.00	PRE-EMPLOYMENT REPORT
54141	Mark Hofmann	02/01/2024	120.00	PRIVATE LESSON
54142	MARK THOMAS & CO. INC.	02/01/2024	19,513.70	PO for Amendment 5 to the PSA for sewer collections syste
54143	Melanie Lord	02/01/2024	120.00	REFUND FOR 3 CLASSES 1/03/2024
54144	Natalie Warmbrodt	02/01/2024	300.00	DEPOSIT REFUND LIBRARY ROOM B 01/21/2024
54145	NBS GOVERNMENT FINANCE GROUP	02/01/2024	195.00	COST ALLOCATION PLAN AND CITYWIDE FEE STUDY
54146	NICHOLAS TRANSLATIONS & INTERPRETATIONS	02/01/2024	333.00	JAN'24 TRANSLATION SERVICE
54147	PACIFIC GAS & ELECTRIC	02/01/2024	10,440.56	401 SEYMOUR ST
54148	PARKEON INC	02/01/2024	151.20	JAN'24 MAINT SERVICE
54149	Patricia Velligan	02/01/2024	70.00	CLASS REFUND MODERN CALLIGRAPHY
54150	PHILS TIRE & AUTO CARE INC	02/01/2024	610.99	VEHICLE SERIVCE
54151	QUADIENT FINANCE USA, INC	02/01/2024	14.97	POSTAGE
54152	QUADIENT LEASING USA, INC.	02/01/2024	558.77	PROPERTY TAX RECOVERY
54153	Renaissance Entrepreneurship Center	02/01/2024	3,689.30	Consultant to provide small business development and entr
54154	REPUBLIC SERVICES #925	02/01/2024	351.46	DEC'23 WASTE REMOVAL
54155	RICE TRUCKING-SOIL FARM INC.	02/01/2024	1,082.81	JAN'24 MAINT SUPPLIES
54156	SARA LOMAX	02/01/2024	1,729.00	ORCHESTRA
54157	SCHAAF & WHEELER	02/01/2024	11,740.94	PILARCITOS AVENUE/KEHOE WATERCOURSE OUTFALL
54158	STAR VISTA	02/01/2024	6,252.86	JAN'24-JUN'24 FIRST CHANCE PROGRAM
54159	SWCA INCORPORATED	02/01/2024	15,651.90	comBiological support for the Seymour Outfall Emergency R
54160	THE GRAPHIC WORKS	02/01/2024	27.19	STICKERS
54161	Thomas A Barnett	02/01/2024	500.00	EEC RETREAT 1/29/2024
54162	TULLY CONSULTING GROUP	02/01/2024	4,350.00	DEC'23, STORM WATER POLLUTION PREVENTION PLAN ASSI
54163	Veronica Castoneda	02/01/2024	475.00	DEPOSIT & ROOM RENTAL REFUND
54164	WIDMER TIME RECORDER CO., INC.	02/01/2024	181.00	ELECTRIC SEAL EMBOSSER
54165	WOOD CONSULTING SERVICES	02/01/2024	6,502.50	PHASE 1 OF DOWNTOWN STREETScape CONSULTANT
54166	ZONES, LLC	02/01/2024	1,096.94	CLOUD SUBSCRIPTIONS 01-19-2024 to 02-19-2024

Check Number	Payee	Check Issue Date	Amount	Description
54167	ABUNDANT GRACE COASTSIDE WORKER	02/08/2024	18,914.00	Provide coastal clean-up support services
54168	ACC BUSINESS	02/08/2024	780.91	JAN'24 PHONE SERVICE
54169	BIG CREEK LUMBER	02/08/2024	329.88	MAINT SUPPLIES
54170	BIG WAVE COMMUNITY COOP	02/08/2024	500.00	DEPOSIT REFUND GRAND OAK 1/27/24
54171	BLEYLE ELEVATOR, INC	02/08/2024	5,664.00	MAINT SERVICE #179638
54172	CA DEPT OF FISH & WILDLIFE BAY DELTA	02/08/2024	5,525.00	1602 PERMIT
54173	CALIFORNIA BUILDING STANDARDS COMMISSIO	02/08/2024	359.10	BSASRF Q2 FY23/24 RETAINER
54174	California Department of Tax	02/08/2024	848.40	7/01/2023-6/30/2024 #250-060736
54175	COLANTUONO HIGHSMITH WHATLEY PC	02/08/2024	2,804.00	DEC'23 LEGAL SERVICES
54176	CORODATA RECORDS MANAGEMENT INC	02/08/2024	584.04	JAN'24 RECORDS MANAGEMENT
54177	CRUZIO INTERNET	02/08/2024	14.95	INTERNET SERVICE
54178	DKS ASSOCIATES	02/08/2024	27,411.13	Transportation Impact Analysis
54179	HALF MOON BAY BUILDING & GARDEN	02/08/2024	310.06	JAN'24 MAINTENANCE SUPPLIES
54180	HALF MOON BAY GRADING & PAVING INC.	02/08/2024	6,170.25	CLASS 2 BASE ROCK - SMITH FIELD
54181	HMBAY PARTNERS II, LLC	02/08/2024	11,920.00	CO 637 MAIN TENANT IMPROVEMENTS FOR OPPORTUNITY
54182	IMPEC GROUP INC.	02/08/2024	18,085.00	FY 23-24 JANITORIAL CONTRACT
54183	INFINITY TECHNOLOGIES	02/08/2024	17,642.00	I.T. NETWORKING AND SUPPORT SERVICES
54184	JOINT VENTURE SILICON VALLEY	02/08/2024	1,500.00	PUBLIC INVESTMENT FY 2023-2024
54185	JULISSA ACOSTA	02/08/2024	3,000.00	STUDENT LOAN REIMBURSEMENT
54186	LEAGUE OF CALIFORNIA CITIES	02/08/2024	500.00	2024 MEMBERSHIP DUES FOR PENINSULA DIVISION
54187	MALCOLM C SMITH	02/08/2024	687.50	JAN 24,, COMMUNICATION CONSULTANT
54188	MAYRA RODRIGUEZ	02/08/2024	500.00	DEPOSIT REFUND TRAIN DEPOT 1/27/24
54189	PACIFICA COMMUNITY TELEVISION	02/08/2024	14,800.00	Q2, FY23/24 RECORDING SERVICE
54190	PENINSULA CONFLICT RESOLUTION CENTER	02/08/2024	6,025.00	COMMUNITY MEDIATION FY '23/24
54191	PETERSON	02/08/2024	1,450.00	Back-Up Generator Services
54192	PHILS TIRE & AUTO CARE INC	02/08/2024	98.52	2010 FORD FUSION SERVICE
54193	PUENTE DE LA COSTA SUR	02/08/2024	70,000.00	CRI-DIGITAL NAVIGATION PROGRAM
54194	QUADIENT FINANCE USA, INC	02/08/2024	548.75	POSTAGE
54195	RICE TRUCKING-SOIL FARM INC.	02/08/2024	492.19	SCREENED SAND
54196	RINGCENTRAL INC.	02/08/2024	8,780.92	PHONE SERVICES JAN '24
54197	SHUTE MIHALY & WEINBERGER LLP	02/08/2024	93,834.70	HMB.HUYNH DEC

Check Number	Payee	Check Issue Date	Amount	Description
54198	STRAIGHT WHEEL CYCLING LLC	02/08/2024	7,846.73	PEDAL FOR A PURPOSE - ESPIRIDION LIZARRAGA
54199	TOWNSEND PUBLIC AFFAIRS, INC	02/08/2024	5,000.00	JAN'24 CONSULTING SERVICES
54200	TURBO DATA SYSTEMS	02/08/2024	767.72	JAN'23 CITATION PROCESSING
54201	UNDERGROUND SERVICE ALERT OF NORTHERN	02/08/2024	656.71	2024 MEMBERSHIP FEE
54202	VICTOR HERNANDEZ	02/08/2024	6,213.20	DEC'23 TRANSLATION SERVICES
54203	Whitney Rescino	02/08/2024	37.16	WELCOME BREAKFAST
54204	WOOD CONSULTING SERVICES	02/08/2024	19,507.50	ECONOMIC CONSULTANT AT OPPORUNITY COASTSIDE CENT
54205	AMERICAN ENERGY SOCIETY	02/15/2024	21,000.00	TO LAUNCH & OPERATE COASTSIDE VENTURE STUDIO (CSVS
54206	Amy Sullivan	02/15/2024	3,197.00	CERT OF COMPLIANCE FEE PDP-23-087
54207	ARAMARK	02/15/2024	324.01	FEB'24 MAINT SUPPLIES PUBLIC LIBRARY
54208	ASSOCIATION OF BAY AREA GOVERNMENTS	02/15/2024	818.51	NOV'23-JAN'24 GAS CHARGES
54209	AT&T	02/15/2024	926.64	FEB'24 PHONE SERVICE
54210	AT&T MOBILITY	02/15/2024	695.07	PHONE SERVICE
54211	AVENU INSIGHTS & ANALYTICS LLC	02/15/2024	625.00	STARS Q3 2023
54212	BECKER GRAPHICS	02/15/2024	1,092.00	INSTRUCTOR PAYMENT- ZUMBA JAN'24
54213	CA DEPARTMENT OF CONSERVATION	02/15/2024	1,396.82	SMIP Q2 FY23/24 REPORT FEE
54214	CA DEPT OF TRANSPORTION	02/15/2024	4,047.12	OCT'23 THRU DEC'23 SIGNALS & LIGHTING
54215	California Department of Tax	02/15/2024	35.04	LATE FEES #250-060736
54216	CAPITAL ONE TRADE CREDIT	02/15/2024	2,637.17	MAINT SUPPLIES JAN'24
54217	CASELLE INC.	02/15/2024	3,695.00	MAR'24 SUPPORT & MAINTENANCE
54218	Chris Rogers	02/22/2024	.00	CLASS REFUND PICKLEBALL
54219	CHRISTINA JEWELS KRZASZCZAK	02/15/2024	100.00	DEC'23 WEBSITE UPDATES & MARKETING
54220	CRUZIO INTERNET	02/15/2024	19.95	INTERNET SERVICE
54221	Cynthia Ruiz	02/15/2024	500.00	DEPOSIT REFUND COMM ROOM A&B 2/3/24
54222	ELECTRIC MD	02/15/2024	401.10	ELECTRIC PEDESTAL MIRAMONTES ST
54223	Elizabeth Berbano	02/15/2024	.00	CLASS REFUND PICKLEBALL
54224	FLYERS ENERGY, LLC	02/15/2024	2,187.01	JAN'24 FUEL
54225	HALF MOON BAY BUILDING & GARDEN	02/15/2024	287.19	FEB'24 MAINTENANCE SUPPLIES
54226	HUE & CRY SECURITY SYSTEMS INC.	02/15/2024	641.62	MAR'24 SECURITY SERVICE
54227	INFINITY TECHNOLOGIES	02/15/2024	25,787.50	I.T. NETWORKING AND SUPPORT SERVICES
54228	JAMES FORD INC.	02/15/2024	577.19	DEC'23 VEHICLE SERVICE

Check Number	Payee	Check Issue Date	Amount	Description
54229	Kathleen Beebe	02/15/2024	200.00	DEPOSIT REFUND OAK ROOM 2/3/24
54230	LOCKWORKS UNLIMITED INC	02/15/2024	3,098.87	3 RESTROOM DOOR LOCKS
54231	LORAL LANDSCAPING INC.	02/15/2024	4,160.00	FY 23-24 MEDIAN MAINTENANCE WORK
54232	Mark Hofmann	02/15/2024	560.00	PICKLEBALL 2/10 LESSONS (100%)
54233	MARK THOMAS & CO, INC	02/15/2024	5,095.05	CHANGE ORDER 2,HWY 1 N SAFETY & OP IMPROVEMENTS
54234	M-GROUP	02/15/2024	2,047.50	NEW PO REQUEST FOR M-GROUP
54235	NBS GOVERNMENT FINANCE GROUP	02/15/2024	2,037.50	COST ALLOCATION PLAN AND CITYWIDE FEE STUDY
54236	Omar Velasquez	02/15/2024	824.07	REFUND CANCELLED EVENT 2/24/24
54237	PENINSULA MUNICIPAL ENGINEERING INC.	02/15/2024	18,000.00	EASTSIDE PARALLEL TRAIL
54238	PHILS TIRE & AUTO CARE INC	02/15/2024	50.00	SERVICE TRACTOR TIRE
54239	PLAN JPA	02/15/2024	1,371.02	JAN'24 GENERAL LIABILITY CLAIMS
54240	PUBLIC PARKING ASSOCIATES INC	02/15/2024	395.00	MAINTENANCE SERVICE
54241	RINCON CONSULTANTS INC.	02/15/2024	669.50	Period from 11/1/23 to 12/31/23
54242	SCOTT MENARY CONSTRUCTION	02/15/2024	14,175.00	TRAIN DEPOT INTERIOR REMODEL
54243	Service Press Inc.	02/15/2024	154.61	BUSINESS CARDS
54244	SOL ECOLOGY INC	02/15/2024	1,596.50	PDP-22-069 BIOLOGICAL ASSESSMENT
54245	SUBURBAN PROPANE LP	02/15/2024	1,311.59	PROPANE
54246	SWCA INCORPORATED	02/15/2024	4,620.35	11/12/23 to 1/13/24 PDP-23-055
54247	THE CITIES GROUP	02/15/2024	1,876.08	1/1/24 to 3/31/24 WORKERS COMP & SAFETY/COMPLIANC
54248	Tiffany Refuerzo	02/15/2024	300.00	DEPOSIT REFUND COMMUNITY ROOM B 2/9/24
54249	Whitney Rescino	02/15/2024	167.50	MILEAGE NUTS & BOLTS CONFERENCE
54250	WICKMAN DEVELOPMENT AND CONSTRUCTIO	02/15/2024	119,004.17	RETENTION, CARTER PARK IMPROVEMENTS PROJECT
54251	William Duff Architects Inc	02/15/2024	9,131.79	PROVIDE ARCHITECTURAL SERVICES FOR OOC
54252	YURI AYON	02/15/2024	500.00	DEPOSIT REFUND 02/03/24 DEPOT ROOM
54253	AVENU INSIGHTS & ANALYTICS LLC	02/22/2024	.00	STARS Q2 2023
54254	4LEAF INC.	02/29/2024	4,136.30	New PSA for Public Works inspection services, FY 23-24
54255	ACC BUSINESS	02/29/2024	780.91	FEB'24 PHONE SERVICE
54256	AT&T	02/29/2024	168.17	FEB'24 PHONE SERVICE
54257	AUTOMATIC DOOR SYSTEMS INC.	02/29/2024	4,491.25	01/31/24 LIBRARY DOOR SERVICE
54258	AVENU INSIGHTS & ANALYTICS LLC	02/29/2024	129.25	SUTA Q3 2023
54259	BAY AREA GEOTECHNICAL GROUP INC	02/29/2024	5,070.00	CARTER PARK IMPROVEMENTS PROJECT

Check Number	Payee	Check Issue Date	Amount	Description
54260	BOYS & GIRLS CLUB OF THE COASTSIDE	02/29/2024	5,500.00	EVENT CENTER & TENNIS CUSTODIAL
54261	CITY OF BURLINGAME	02/29/2024	5,293.81	DEC'23 BID
54262	DFM ASSOCIATES	02/29/2024	248.85	2024 CA ELECTION CODE BOOK
54263	Felix Jimenez	02/29/2024	500.00	DEPOSIT REFUND-TRAIN DEPOT 2/22/24
54264	GATES AND ASSOCIATES	02/29/2024	295.00	SMITH FIELD FACILITIES MASTER PLAN
54265	HMB COASTSIDE CHAMBER OF COMMERCE	02/29/2024	9,927.00	DEC'23 BID (OOC)
54266	Irma Acosta	02/29/2024	497.92	NUTS & BOLTS TRAINING
54267	KATHY OLER	02/29/2024	2,293.47	MAR'24 TEMPORARY CITY PARKING LOT RENTAL
54268	MARIAN ELIZABETH POTT	02/29/2024	5,040.00	PAYMENT INSTRUCTOR
54269	MARK THOMAS & CO, INC	02/29/2024	10,273.34	PO for Amendment 5 to the PSA for sewer collections syste
54270	RINGCENTRAL INC.	02/29/2024	2,398.37	PHONE SERVICES FEB '24
54271	SAN MATEO DAILY JOURNAL	02/29/2024	3,888.00	JAN'24 ADVERTISING SERVICE PDP-22-065
54272	SCOTT MCVICKER	02/29/2024	3,360.00	FY 23/24 ANNEX RENT
54273	SEWER AUTHORITY MID-COASTSIDE	02/29/2024	397,631.91	FY 23-24 COLLECTIONS
54274	STATE CONTROLLER	02/29/2024	3,800.00	FY22/23 ANNUAL STREET REPORT
54275	SWCA INCORPORATED	02/29/2024	1,046.00	HWY 1 NORTH SAFETY AND OPERATIONS IMPROVEMENTS
54397	WELLS FARGO	02/04/2024	20,833.13	RECONCOLING ITEMS PRIOR PERIOD
Grand Totals:				
200			1,475,991.89	

Report Criteria:

Report type: Summary

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

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

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: Jessica Blair, Communications Director / City Clerk

TITLE: **RECEIPT OF LEGISLATIVE POSITION LETTERS**

RECOMMENDATION:

Receive and file position letters for Assembly Bill 1567, Senate Bill 1465, a Federal Appropriations Request, Federal Appropriations Support, and a Vehicle License Fee Allocation Request.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

STRATEGIC ELEMENT:

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

DISCUSSION:

Annually, the City adopts a Legislative Platform to allow staff to send position letters regarding various bills / issues of interest to the City. The 2024 Legislative Platform was adopted by the City Council on March 5, 2024. The platform provides staff direction and allows the City staff, on the Council's behalf, to respond in support of or opposition to bills and other legislative and administrative actions. The City Council has delegated its authority to the Mayor and / or City Manager to sign position letters consistent with the legislative platform. Townsend Public Affairs monitors legislation for the City and communicates frequently with staff on bills. Occasionally, the League of California Cities sends action alerts for bills affecting municipalities. Staff reviews those alerts as well and takes action on any that align with the City's Legislative Platform.

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

ATTACHMENTS:

Letters for Assembly Bill 1567, Senate Bill 1465, a Federal Appropriations Request, Federal Appropriations Support, and a Vehicle License Fee Allocation Request



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

The Honorable Anna Eshoo
US House of Representatives
272 Cannon House Office Building
Washington, DC 20515

Re: **Fiscal Year 2025 Federal Appropriations**
Letter of Support for the City of Half Moon Bay Community Project Funding

Dear Senator Padilla and Representative Eshoo,

I write to express my support for the City of Half Moon Bay's request for community project funding in the Fiscal Year 2025 Federal Appropriations process.

The City is seeking funding for the Eastside Parallel Trail – Segment 2 project. This project includes the extension of a 10-foot wide bicycle/pedestrian (multi-purpose) Class I trail from Spindrift Way to Ruisseau Francais Avenue (1,600 feet). This project also includes a new bridge crossing over Frenchman's Creek and is an extension of the Highway 1 Safety projects.

This is a critical infrastructure project that fosters healthy communities and increases pedestrian/public safety while reducing GHG emissions which is critical to the region and the State of California.

Thank you for your consideration in championing this project in order to help secure community project funding for City.

Sincerely,



March 15, 2024

The Honorable Bob Archuleta
California State Senate
1021 O Street, Suite 6620
Sacramento, CA 95814

**Re: SB 1465 (Archuleta) State building standards
City of Half Moon Bay – Letter of Support**

Dear Senator Archuleta,

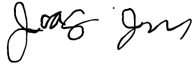
On behalf of the City of Half Moon Bay, I write to express my strong support for your bill, SB 1465 which would extend existing inspections and code enforcement to buildings used for human habitation, regardless of zoning, and improve tenant protections when buildings are deemed unsafe.

As you have recognized, the farmworker shootings in Half Moon Bay and other incidents throughout the State have cast light on the grim realities of the unsafe housing conditions that hardworking Californians live in. Our city shares the same goal as you, to ensure that all people have the right to safe shelter and humane living conditions.

Half Moon Bay is currently in the process of working with a number of stakeholders to push forward the development of low-income farmworker housing. Through the leadership of Senator Becker and Assembly Member Berman, we were able to secure additional State funding this past year to help bring these projects to fruition. While this is a great start to addressing the shelter crisis, particularly for our most vulnerable communities, bills like yours will ensure that existing buildings and units are up to code and can serve as legitimate places to live.

Thank you for your dedicated work on this important topic and again, I am pleased to support SB 1465.

Sincerely,

A handwritten signature in black ink, appearing to read "Joaquin Jimenez".

Joaquin Jimenez
Mayor
City of Half Moon Bay

CC: Senator Nancy Skinner, Chair, Senate Housing Committee
Senator Josh Becker
Assembly Member Marc Berman



March 27, 2024

The Honorable Gavin Newsom
Governor, State of California
1021 O Street, Suite 9000
Sacramento, CA 95814

The Honorable Scott Wiener
Chair, Senate Budget & Fiscal Review Committee
1020 N Street, Room 502
Sacramento, CA 95814

The Honorable Jesse Gabriel
Chair, Assembly Budget Committee
1021 O Street, Suite 8230
Sacramento, CA 95814

RE: Budget Request for San Mateo County and its Cities for FY 22-23 VLF Shortfall

Dear Governor Newsom, Senator Wiener, and Assemblymember Gabriel:

On behalf of the City of Half Moon Bay, we write to respectfully request that the in-lieu Vehicle License Fee (VLF) shortfall amount of \$70,048,152 for San Mateo County and its cities be included in this year's State budget. Half Moon Bay relies on its share of these funds to deliver critical services to its residents, for which costs are rising. The State ensures that every county and city in California receives its full in-lieu VLF payment, regardless of the amount. The State should not single out San Mateo County and its cities to suffer a loss of essential funding by declining to reimburse this shortfall.

The State's in-lieu VLF payment obligation arises from the VLF "Swap," which was an integral part of the 2004 Budget compromise. Under the terms of that compromise, the State permanently reduced the annual VLF rate, which significantly decreased counties and cities' revenues and, for two fiscal years, shifted an additional \$1.3 billion in property taxes away from counties, cities, and special districts to pay the State's school funding obligations and address the State's budget deficit. In exchange, the State guaranteed counties and cities an "in-lieu" VLF payment for the lost revenues. This ongoing in-lieu VLF obligation is adjusted annually based on growth in the assessed value of property within local agency boundaries (Rev. & Tax. Code § 97.70). The statute provides that counties and cities "shall" receive their in-lieu VLF amount (Rev. & Tax. Code § 97.70(b)(1)).

The in-lieu VLF payment is a significant, core funding source for Half Moon Bay. The in-lieu VLF payment for the City is approximately \$431,000. These funds are material and integral to Half Moon Bay's budget. Without it, public safety, health, housing, and other critical services would be at risk. The City is already facing a \$5M structural deficit heading into next fiscal year due to a sharp increase in public safety costs as well as decreased revenue.

In San Mateo County, the direct funding sources identified in the statute are insufficient to cover the full amount of the in-lieu VLF payment, causing a shortfall. The shortfall arises because there are insufficient funds from ERAF and property taxes of the relatively few non-basic aid schools in the County to cover the State's full payment obligation. Further, even if it were legal to do so (which it is not), the County and its cities are not and cannot be made whole for this loss through returned ERAF monies, which are a fraction of the in-lieu VLF shortfall. As the State backfills the school districts, they do not suffer any loss from the in-lieu VLF payment. Through this backfill, the State effectively pays the full in-lieu VLF obligation state-wide for every county and city.

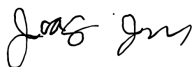
Historically, the State has always made counties and cities whole by reimbursing any in-lieu VLF shortfalls through a special appropriation in the State budget. This appropriation ensures that San Mateo County and its cities, including Half Moon Bay, like all other counties and cities in the state, receive their full in-lieu VLF payment required by law. However, an appropriation to cover San Mateo County's shortfall for fiscal year 2022-23 was not included in the Governor's January Budget this year.

Failure to make the full in-lieu VLF payment will cause significant financial harm to Half Moon Bay, which, like other local governments, relies on these revenues to fund essential local public services. It would also be contrary to the 2004 Budget Compromise in which these payments were guaranteed by law in exchange for substantial financial contributions by local governments. Failure to provide the full payment would be devastating to the local budgets and services that depend on these funds.

As such, we request that the VLF in-lieu shortfall amount of \$70,048,152 for San Mateo County and its 21 cities be included in this year's budget to ensure there is no negative fiscal impact on our city.

We appreciate your consideration of this critical request.

Sincerely,



Joaquin Jimenez
Mayor
City of Half Moon Bay



March 15, 2024

The Honorable Eduardo Garcia
California State Assembly
1021 O Street, Suite 8120
Sacramento, CA 95814

Re: AB 1567 (Garcia) Climate Bond
City of Half Moon Bay – Letter of Support Highlighting Priority Allocations

Dear Assembly Member Garcia,

On behalf of the City of Half Moon Bay, I write to express my strong support for your bill, AB 1567, the Safe Drinking Water, Wildfire Prevention, Drought Preparation, Flood Protection, Extreme Heat Mitigation, Clean Energy, and Workforce Development Bond Act of 2024. This bond bill would provide funding for a number of critically important programs that will benefit Californians for years to come,

I wanted to take this opportunity to highlight one of the programmatic allocations in the bill that we feel would be especially impactful to Half Moon Bay and the state at large. As negotiations on the Climate Bond continue, I would urge you to not cut the following allocations specified in the bill language:

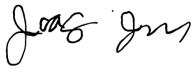
Of the funds made available by Section 80530, one billion one hundred million dollars (\$1,100,000,000) shall be available, upon appropriation by the Legislature, to the State Coastal Conservancy for grants or expenditures to protect, restore, and increase the resilience of beaches, bays, coastal dunes, wetlands, coastal forests, watersheds, trails, and public access facilities.

I want to place particular emphasis on the funding needed for trails and public access facilities within this \$1.1 Billion line item. These are critical areas that need funding in order to allow access to California's coast for people from all socioeconomic backgrounds. They are also necessary for healthy, active recreation. Half Moon Bay has a sizeable immigrant and farmworker community who rely on coastal trails to get to and from work, and who also utilize public access facilities. Coastal areas provide opportunities for recreation such as swimming, fishing, and picnicking. Public access facilities make these activities accessible to low-income individuals and families who do not have the means to access private beaches or recreational areas.

As you know, providing equitable access to coastal resources ensures that all members of society, regardless of income level, have the opportunity to enjoy and benefit from these natural assets. By prioritizing trails and public access for low-income communities, policymakers like yourself can promote environmental justice and address disparities in access to nature.

Thank you for your work on this critical issue, and for your consideration of these stated funding priorities.

Sincerely,



Joaquin Jimenez
Mayor
City of Half Moon Bay

CC: Assembly Member Marc Berman
Senator Josh Becker
Senator Ben Allen



March 26, 2024

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

RE: Support for San Mateo County Mid-Coastside Water Treatment Long-Term Resilience Feasibility Study

Dear Senator Padilla,

On behalf of the City of Half Moon Bay, I am pleased to support a request to provide funding for a U.S. Army Corps of Engineers feasibility study of a project to make the treatment of wastewater along the San Mateo County coast resilient to the impacts of climate change. The non-federal sponsor requesting this study is the San Mateo County Flood and Sea Level Rise Resiliency District, also known as OneShoreline, which was established in 2020 by State legislation as the first independent government agency in California to work across jurisdictional boundaries to build climate resilience in the California county most severely impacted by sea level rise.

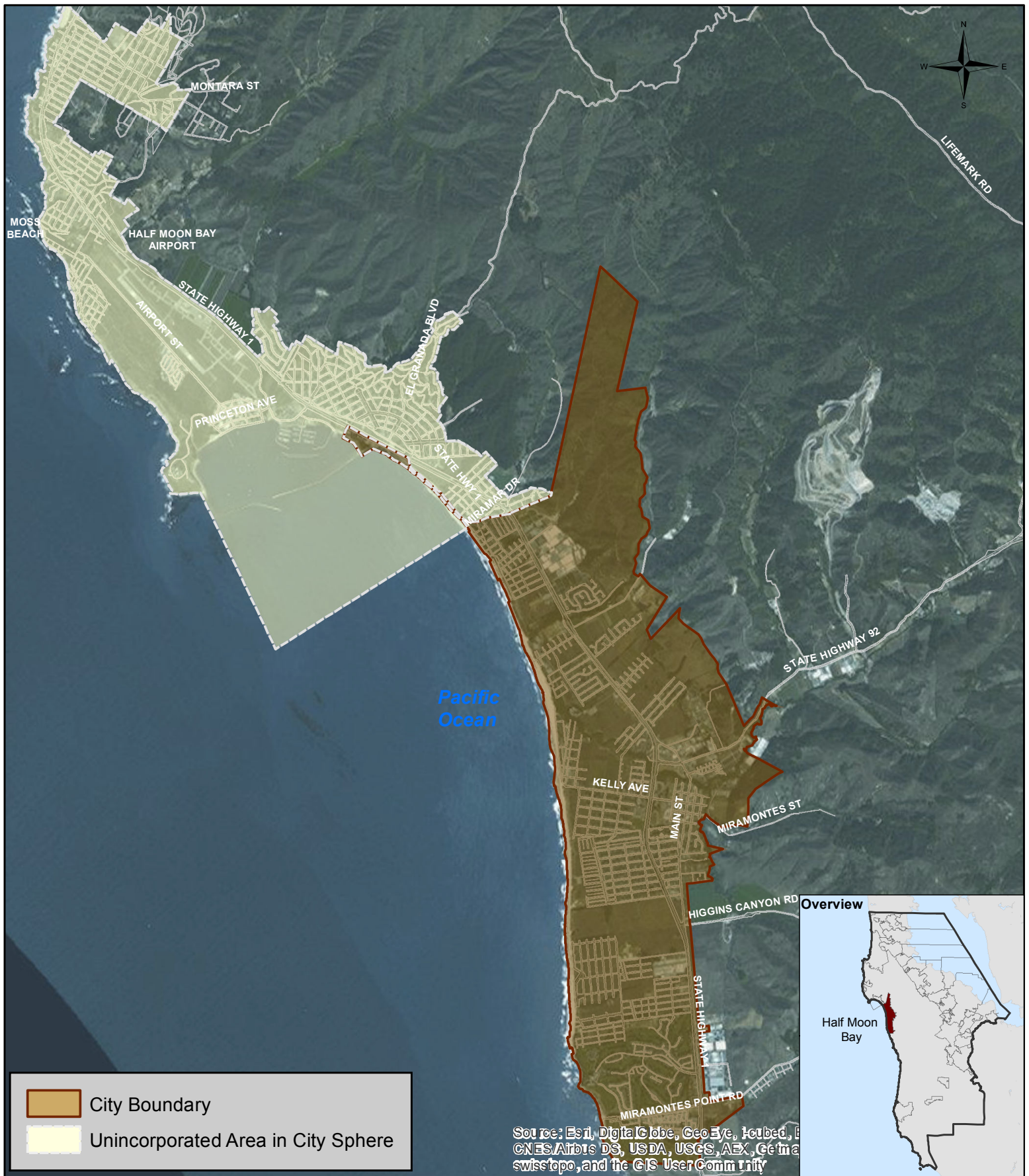
The Sewer Authority Mid-Coastside (SAM) water treatment facility in Half Moon Bay along the Pacific Ocean has a history of flooding during major storms, most recently on December 31, 2022. Making this critical infrastructure resilient to atmospheric rivers and the increasing impacts of sea level rise will safeguard the health, safety, and economies of communities served, as well as a critical transportation corridor (State Highway 1) and habitat for special status species.

The SAM facility provides critical wastewater treatment to the region, serving 27,000 people, including over 900 units of low- or very low-income housing for families, farmworkers, and seniors within the City of Half Moon Bay and unincorporated County communities. Without resilience measures, a flood-induced failure at the Sewer Authority Mid-Coastside treatment facility would result in the discharge of untreated wastewater, which poses significant risks to public health and to listed species within the Monterey Bay National Marine Sanctuary, Half Moon Bay State Beach, and nearby wetlands.

I look forward to working in partnership with the Corps of Engineers, OneShoreline, SAM, and the City of Half Moon Bay to build the resilience of infrastructure critical to our businesses, residents, and environment. Thank you for your consideration of this request.

Sincerely,

Joaquin Jimenez
Mayor of Half Moon Bay



HALF MOON BAY SPHERE OF INFLUENCE

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **April 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: **JOHN L. CARTER PARK IMPROVEMENTS PROJECT (CIP NO. 611) - AMENDMENT NO. 7 TO PROFESSIONAL SERVICES AGREEMENT WITH ELS ARCHITECTURE AND URBAN DESIGN FOR ADDITIONAL CONSTRUCTION DESIGN SUPPORT**

RECOMMENDATION:

Adopt a resolution authorizing the City Manager to execute Amendment No. 7 to the Professional Services Agreement with ELS Architecture and Urban Design (ELS) for additional construction administrative services for the John L. Carter Park Improvements Project (CIP No. 0611), increasing the contract by \$33,700 for a new total not-to-exceed the amount of \$685,047.

FISCAL IMPACT:

The Capital Improvement Program, Carter Park Improvements Project (CIP Project No. 0611), has adequate funding to support this action. With this amendment, the project still has a contingency balance of approximately \$590,000 remaining for the remainder of construction.

STRATEGIC ELEMENT:

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

BACKGROUND:

The Parks Master Plan adopted by the City Council on February 5, 2019, identified John L. Carter Memorial Park (Carter Park) as an opportunity to increase community recreation at an underutilized City Park. The Park Master Plan specifically identified Carter Park's potential to become a "well utilized cultural events park with performances and summer day camps." While preparing the City's FY 2018-19 budget, the Parks and Recreation Commission and residents expressed desire to consider Carter Park improvements as a priority. City Council accepted this recommendation and designated the Carter Park Capital Improvement Plan (CIP) project to be a priority.

The John L. Carter Park Improvements Project includes a new amphitheater including terraced seating, a new stage with storage space and changing room, a children's play area, picnic area, restroom and concession stand building, park access improvements, a nature trail, landscaping, lighting, and utility improvements.

The City contracted with ELS for the concept and initial design of the project, which received approval from the Planning Commission in March of 2021. In July 2021, Assemblymember Marc Berman secured state funding support for the project, which paved the way for the City to finalize the plans and move forward with construction of the improvements.

On October 19, 2021, the City Council authorized the City Manager to execute Amendment No. 4 to the agreement with ELS to complete permit plans, assist with bidding, and provide support during construction for a total not-to-exceed amount of \$602,072. This was followed by Amendment No. 5, in the amount of \$5,000, to update the construction estimate prior to construction advertisement.

On July 18, 2023, the City Council authorized the City Manager to execute contract Amendment No. 6 with ELS for additional design services related to design adjustments that increased overall resiliency by minimizing flooding impacts on the improvements by \$44,274, for a new not-to-exceed contract amount of \$651,346.

On February 20, 2024, the City Council adopted a resolution authorizing the Administrative Services Director to transfer \$1,250,000 from various Capital Improvement Projects to the Project due to escalated costs related to the delays and other unanticipated project changes. This approved budget increase also provided a contingency of approximately \$622,000 for the remainder of the construction.

DISCUSSION:

As described in the February 20, 2024, Council meeting, the project has been subject to several delays due to unforeseen circumstances, including access constraints, adverse weather delays, and design changes. With these delays and recent storms, the general contractor now anticipates completion of the Project in August 2024. ELS's proposal for this amendment provides the necessary design support services through Project completion. Their services are required as the designer of record of the project.

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute Amendment No. 7 to the Professional Services Agreement with ELS for additional construction design support services for the John L. Carter Park Improvements Project (CIP No. 0611), increasing the contract by \$33,700 for a new total not-to-exceed the amount of \$685,047.

ATTACHMENTS:

- 1) Resolution
- 2) Attachment 2 – ELS Amendment No. 7 Proposal

Resolution No. C-2024-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY
AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 7 TO THE PROFESSIONAL
SERVICES AGREEMENT WITH ELS ARCHITECTURE AND URBAN DESIGN FOR ADDITIONAL
CONSTRUCTION DESIGN SUPPORT FOR THE JOHN L. CARTER PARK IMPROVEMENTS PROJECT
(CIP NO. 0611), INCREASING THE CONTRACT BY \$33,700 FOR A NEW TOTAL NOT-TO-EXCEED
AMOUNT OF \$685,047**

WHEREAS, the Parks Master Plan adopted by the City Council on February 5, 2019, identified John L. Carter Memorial Park (Carter Park) as an opportunity to increase community recreation at an underutilized City park; and

WHEREAS, the John L. Carter Park Improvements Project (Project) includes the construction of a new amphitheater including terraced seating, a performance stage, children's play area, picnic area, restroom and concession stand building, park access improvements, nature trail, landscaping, lighting, and utility improvements; and

WHEREAS, the City utilized ELS Architecture and Urban Design (ELS) throughout the conceptual design and entitlement phases of the Project, and on October 19, 2021, the City Council authorized the City Manager to execute Amendment No. 4 to the Agreement with ELS to complete permit plans, to assist with bidding, and to provide support during construction, followed by Amendment No. 5, in the amount of \$5,000, to update the construction estimate prior to construction advertisement; and

WHEREAS, on July 18, 2023, the City Council authorized the City Manager to execute Amendment No. 6 for additional design services related to design adjustments that increased overall resiliency by minimizing flooding impacts on the improvements by \$44,274, for a new not-to-exceed amount of \$651,346; and

WHEREAS, on February 20, 2024, the City Council adopted a resolution authorizing the Administrative Services Director to transfer \$1,250,000 from various Capital Improvement Projects to the Project due to escalated costs related to the delays and other unanticipated changes. This approved budget increase provided a contingency of approximately \$622,000 for the remainder of the construction; and

WHEREAS, the City requires continued design support services from ELS as the designer of record for the project through the anticipated construction completion in August 2024.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Half Moon Bay hereby authorizes the City Manager to execute Amendment No. 7 to the Professional Services Agreement with ELS Architecture and Urban Design, for additional construction design support

for the John L. Carter Park Improvements Project (CIP No. 0611), increasing the contract by \$33,700 for a new total not-to-exceed the amount of \$685,047.

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 16th day of April 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

Memorandum

Date:	February 20, 2024	Project:	John L Carter Park Improvements Project
To:	Karen Decker Maziar Bozorginia City of Half Moon Bay	Proj. No.:	201820
From:	David Masenten	Subject:	Request for Additional Services, No. 8: Construction Administration Extension

We received the updated January construction schedule narrative from Wickman for and, as we were aware, the project timeline has slipped well beyond the original completion date for the project. Wickman now expects substantial completion to be on July 15, 2024. As of the week ending February 16, 2024, we have only \$24,462 remaining of the original \$136,000 construction administration fee for all consultants. This work has been done on a time and materials basis. Due to this time extension the ELS team expects to need an additional funding allowance to get to the new project end date. The following is a fee breakdown of this request on a time and materials basis:

	Discipline	Purpose	Fee	Fee Type
ELS	Architecture	Continued CA	\$12,500	Hourly, NTE
BKF	Civil Engineering	Continued CA	\$4,500	Hourly, NTE
Alter + Rija	MEP	Continued CA	\$9,000	Hourly, NTE
KPFF	Structural Engineering	Continued CA	\$7,700	Hourly, NTE
			\$33,700	TOTAL

ELS fees stated above are a not-to-exceed allowance to be billed hourly when described work occurs. We will not exceed the maximum without prior written explanation and authorization.

If the City of Half Moon Bay is agreeable to the above, please sign below and return a signed copy to our office. This memorandum will serve as an amendment to our agreement, which will increase our total contract dollar amount by **\$33,700.00 (thirty-three-thousand seven-hundred Dollars)** to cover Additional Service items described above.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate in contacting me.

ELS Architecture and Urban Design



David Masenten, AIA, LEED BD+C

Principal

APPROVED

City of Half Moon Bay

End of Additional Service Request No. 8

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **April 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: **CONSTRUCTION CONTRACT AWARD FOR THE 2024 STREET MAINTENANCE PROJECT (CIP PROJECT NO. 0514)**

RECOMMENDATION:

Adopt a resolution authorizing the City Manager to award and execute a construction contract to the lowest responsive and responsible bidder, Andreini Bros., Inc., of Half Moon Bay, California, in the amount of \$370,070.08 and approve a construction contingency (15%) amount not to exceed \$55,509.52 for the 2024 Street Maintenance Project (CIP Project No. 0514) for a total construction budget of \$425,579.60.

FISCAL IMPACT:

The 2024 Street Maintenance Project (Project) is part of the Pavement Management and Traffic Safety Program (CIP Project No. 0514), which is funded through a combination of Gas Tax, Measure A, and SB 1 revenues. There are sufficient funds to award this contract.

STRATEGIC ELEMENT:

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

BACKGROUND:

The 2024 Street Maintenance Project scope consists of performing “dig-out” base repairs, surface milling, asphalt concrete overlay, traffic markings, traffic striping, and other related work on the following streets as part of the base bid:

- Alsace Lorraine Avenue between Central Avenue to Granelli Avenue (69)
- Third Avenue between Central Avenue to Filbert Avenue (69, 58, 55)
- Second Avenue between Grove Street to Magnolia Street, and (61
- Additional minor locations along Central Avenue, Potter Avenue and Le Mans Way

Two additional streets were included within the project as part of the bid additive: First Avenue between Metzgar Street to Grove Street and Third Avenue between Metzgar Street to Grove

Street. Based on budgetary constraints, staff included these two streets as an Additive Bid and not part of the base bid amount. On Wednesday, March 12, 2024, the City advertised a request for public bids for the 2024 Street Maintenance Project.

The above-mentioned streets were selected for the 2024 Street Maintenance Project based on their Pavement Condition Index (PCI). Approximately every two to three years, the City partners with the Metropolitan Transportation Commission, most recently in 2022, to survey all City maintained streets and assign them PCI values, 0 being the worst condition and 100 being in the best condition. The PCI for the selected streets ranges between 55 – 69 which are categorized in the “at risk to fair” condition. Within this range, it is necessary and possible to repave at a reasonable cost. Once a road section reaches a failed to very poor condition, it would require a much more expensive treatment for proper repair and function. Staff acknowledges that there are many street sections within City limits that are also in need of repair or maintenance, but due to limited annual funding, and the rapid increase of construction costs, we are limited on the amount of street sections that are included in each annual project.

BID SUMMARY:

The City received five (5) bids before the scheduled bid opening time and date of 2:00 PM on Tuesday, April 2, 2024. The bids and engineer’s estimate are summarized as follows:

Bidder	Base Bid	Bid Additive
Engineer’s Estimate	\$505,081.90	\$147,145.90
Andreini Bros., Inc.	\$370,070.08	\$259,380.00
Half Moon Bay Grading & Paving, Inc.	\$415,022.30	\$134,052.65
JV Lucas Paving, Inc.	\$427,896.00	\$131,455.00
Interstate Grading & Paving, Inc.	\$447,089.00	\$124,575.00
G. Bortolotto & Company, Inc.	\$453,601.72	\$137,886.10

DISCUSSION:

According to the notice to bidders for the 2024 Street Maintenance Project, the basis of award for the project is the lowest total base bid only. After reviewing all bids, staff recommend awarding the contract for the base bid only due to financial constraints.

The lowest responsive and responsible bidder, Andreini Bros., Inc., base bid of \$370,070.08 is approximately 26.7% below the Engineer’s Estimate. Andreini Bros., Inc. is a local contractor who has an extensive resume of work including street and sidewalk reconstruction throughout the City of Half Moon Bay. City Staff have reviewed the bid from Andreini Bros., Inc. and determined that it is acceptable and free from significant material discrepancies. Construction contingencies (15% of the construction contract) are also requested for the project.

Construction work will be performed during the day, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m. The contractor will be posting public notices in advance of construction. Traffic control and intermittent closures will be required and communicated in advance with affected properties. The anticipated duration of Construction is throughout mid-spring through early summer of 2024.

Staff recommends awarding the contract to the lowest responsive and responsible bidder, Andreini Bros., Inc., in the amount of \$370,070.08 and approve a construction contingency amount not exceeding an amount of \$55,510.52 (15%) for the 2024 Street Maintenance Project (CIP Project No. 0514).

ATTACHMENTS:

1. Resolution
2. Attachment 2 – Bid Tabulation

Resolution No. C-2024-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY TO AUTHORIZE THE CITY MANAGER TO AWARD AND EXECUTE A CONSTRUCTION CONTRACT WITH ANDREINI BROS., INC. OF HALF MOON BAY, CALIFORNIA, IN THE AMOUNT OF \$370,070.08, APPROVE A CONSTRUCTION CONTINGENCY IN AN AMOUNT NOT EXCEEDING 15%, OR \$55,509.52, OF THE CONTRACT AWARD AMOUNT FOR POTENTIAL CHANGE ORDERS FOR THE 2024 STREET MAINTENANCE PROEJCT (CIP PROJECT NO. 0514) FOR A TOTAL CONSTRUCTION BUDGET OF \$425,579.60.

WHEREAS, the 2024 Street Maintenance Project (under Fiscal Year 2023-24) scope consists of performing “dig-out” base repairs, surface milling, asphalt concrete overlay, traffic markings, traffic striping, and other related work, along the project limits; and

WHEREAS, the City advertised the project on Tuesday, March 12, 2024, and opened five (5) bids that were received at the scheduled time, date, and place, as set forth in the Public Contract Code for the 2024 Street Maintenance Project at 2:00 PM on Tuesday, April 2, 2024; and

WHEREAS, the lowest responsive and responsible bid for the base bid was submitted by Andreini Bros., Inc., out of Half Moon Bay, California, in the amount of \$370,070.08; and

WHEREAS, due to funding constraints, City staff recommend award of the base bid only at this time and the bid additive will be not awarded.

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

- 1) Accepts the submitted five (5) responsive bids; and
- 2) Authorizes the City Manager to award and execute a construction contract to the lowest responsive and responsible bidder, Andreini Bros., Inc., out of Half Moon Bay, California, in the total amount of \$370,070.08; and
- 3) Approves the construction contingency in an amount not exceeding 15%, or \$55,510.52, of the contract award amount for a total construction budget of \$425,579.60 for the 2024 Street Maintenance Project (CIP Project No. 0514).

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 16th day of April 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

2024 STREET MAINTENANCE PROJECT - BID SUMMARY - TUESDAY, APRIL 2, 2024, AT 2:00 PM

BASE BID															
ITEM	ITEM DESCRIPTION	UNIT	QTY	ENGINEERS ESTIMATE		Andreini Brothers Inc.		Half Moon Bay Grading & Paving, Inc.		JV Lucas Paving, Inc.		Interstate Grading & Paving, Inc.		G. Bortolotto & Company, Inc.	
				UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL
1	Mobilization and Demobilization	LS	1	\$ 23,525.30	\$ 23,525.30	\$ 8,855.00	\$ 8,855.00	\$ 39,000.00	\$ 39,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
2	Traffic Control and Construction Signs	LS	1	\$ 23,525.30	\$ 23,525.30	\$ 16,600.00	\$ 16,600.00	\$ 26,755.00	\$ 26,755.00	\$ 40,000.00	\$ 40,000.00	\$ 47,000.00	\$ 47,000.00	\$ 100,000.00	\$ 100,000.00
3	Stormwater Pollution Prevention Control	LS	1	\$ 23,525.30	\$ 23,525.30	\$ 4,100.00	\$ 4,100.00	\$ 5,500.00	\$ 5,500.00	\$ 3,500.00	\$ 3,500.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00
4	6" Digout Base Repair	CY	17	\$ 1,010.00	\$ 17,170.00	\$ 1,000.00	\$ 17,000.00	\$ 565.00	\$ 9,605.00	\$ 500.00	\$ 8,500.00	\$ 750.00	\$ 12,750.00	\$ 485.00	\$ 8,245.00
5	A.C. Outside of Mill & Fill	TON	9	\$ 780.00	\$ 7,020.00	\$ 979.00	\$ 8,811.00	\$ 985.00	\$ 8,865.00	\$ 500.00	\$ 4,500.00	\$ 222.00	\$ 1,998.00	\$ 400.00	\$ 3,600.00
6	Allowance for Over Excavation (Revokable)	CY	10	\$ 290.00	\$ 2,900.00	\$ 542.00	\$ 5,420.00	\$ 455.00	\$ 4,550.00	\$ 500.00	\$ 5,000.00	\$ 25.00	\$ 250.00	\$ 495.00	\$ 4,950.00
7	3" Cold Plane A.C. Mill	SY	6,556	\$ 15.00	\$ 98,333.00	\$ 6.43	\$ 42,155.08	\$ 8.95	\$ 58,676.20	\$ 7.25	\$ 47,531.00	\$ 10.00	\$ 65,560.00	\$ 8.37	\$ 54,873.72
8	3" A.C. Overlay	TON	1,106	\$ 210.00	\$ 232,313.00	\$ 177.00	\$ 195,762.00	\$ 194.10	\$ 214,674.60	\$ 207.00	\$ 228,942.00	\$ 166.00	\$ 183,596.00	\$ 157.00	\$ 173,642.00
9	Adjust Manhole Covers to Grade (Storm Drain and Sanitary Sewer) (Revokable)	EA	6	\$ 1,250.00	\$ 7,500.00	\$ 2,180.00	\$ 13,080.00	\$ 825.00	\$ 4,950.00	\$ 1,250.00	\$ 7,500.00	\$ 3,000.00	\$ 18,000.00	\$ 1,000.00	\$ 6,000.00
10	Adjust Valve Covers and Utility Box Covers to Grade (Water and PG&E) (Revokable)	EA	13	\$ 710.00	\$ 9,230.00	\$ 927.00	\$ 12,051.00	\$ 525.00	\$ 6,825.00	\$ 800.00	\$ 10,400.00	\$ 3,000.00	\$ 39,000.00	\$ 800.00	\$ 10,400.00
11	Grind Existing Thermoplastic/Paint and Remove Pavement Markers	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 2,618.00	\$ 2,618.00	\$ 5,700.00	\$ 5,700.00	\$ 7,500.00	\$ 7,500.00	\$ 8,000.00	\$ 8,000.00	\$ 7,500.00	\$ 7,500.00
12	Thermoplastic - 12" White or Yellow	LF	843	\$ 25.00	\$ 21,075.00	\$ 16.00	\$ 13,488.00	\$ 10.50	\$ 8,851.50	\$ 10.00	\$ 8,430.00	\$ 11.00	\$ 9,273.00	\$ 17.00	\$ 14,331.00
13	Thermoplastic - 24" White or Yellow	LF	640	\$ 30.00	\$ 19,200.00	\$ 31.00	\$ 19,840.00	\$ 18.25	\$ 11,680.00	\$ 20.00	\$ 12,800.00	\$ 22.00	\$ 14,080.00	\$ 26.00	\$ 16,640.00
14	Thermoplastic Legends and Arrows	SF	264	\$ 35.00	\$ 9,240.00	\$ 35.00	\$ 9,240.00	\$ 35.00	\$ 9,240.00	\$ 12.00	\$ 3,168.00	\$ 13.00	\$ 3,432.00	\$ 30.00	\$ 7,920.00
15	Blue Fire Hydrant Pavement Markers	EA	5	\$ 105.00	\$ 525.00	\$ 210.00	\$ 1,050.00	\$ 30.00	\$ 150.00	\$ 25.00	\$ 125.00	\$ 30.00	\$ 150.00	\$ 100.00	\$ 500.00
Base Bid Subtotal					\$ 605,081.90	\$ 370,070.08		\$ 415,022.30		\$ 427,896.00		\$ 447,089.00		\$ 453,601.72	

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

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

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: Lisa Rossi, Administrative Services Director

TITLE: **URGENT CARE CENTER SERVICES AT SETON COASTSIDE**

RECOMMENDATION:

Adopt a resolution urging AHMC Seton to develop the necessary infrastructure to staff and maintain an Urgent Care Center at Seton Coastsides, serving the medical needs of the entire Coastsides, no later than December 2024.

FISCAL IMPACT:

There is no fiscal impact associated with this report.

STRATEGIC ELEMENTS:

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

BACKGROUND:

Since the early 1970's, Seton Coastsides (located in Moss Beach) has maintained a 24-hour standby emergency department for its skilled nursing residents and the community. Historically, the emergency services have been underutilized for a variety of reasons, including inadequate/aging facilities, limited staffing, high costs for services, limited acceptance of common insurance, lack of accessibility from public transportation, and poor marketing and community awareness. Recent information from AHMC Seton, who currently owns and operates the facility, indicated the emergency department averages only a few visits per week and many of those patients are suffering from low acuity issues and are either referred elsewhere or charged high costs compared to their treatment needs.

Since August 2021, the City of Half Moon Bay, community organizations, community leaders and advocates from throughout the Coastsides region, and the non-profit Center for Age Friendly Excellence, have collaborated in an Age-Friendly Community (AFC) initiative to further increase the accessibility and livability of the City and greater Coastsides for older adult residents. One of the most pressing needs identified by this coalition was access to health care for all Coastsides residents, especially the limited access to urgent care or emergency services in the region, and a Healthcare Advocacy committee was formed to coordinate efforts.

The limited access quality, accessible emergency or urgent care services on the Coast has been a known issue for many years but has grown in urgency due to the growing senior population, climate changes that threaten more serious emergencies, transportation challenges, and increasing tourism visits. Additionally, there is a growing desire to bring other hospital services to the coast, including lab services (for essential medical tests such as routine blood draws, cancer screenings, and cholesterol, glucose, and insulin assessments), radiology services, and other healthcare needs that consistently require residents to travel 20-plus miles each way to facilities on the bayside.

Recent discussions have brought the many healthcare providers and insurers that serve Coastsides residents to find solutions to these issues, and a recent Measure K grant application submitted by the City and non-profit partners to the County would pilot shared lab services on the Coast, hopefully leading to more collaborative efforts among providers to bring additional services.

Additional discussions have included leadership from Seton Coastsides, who have indicated their willingness to collaborate and offer facilities for shared services, including better utilization of their emergency department. They've also indicated a willingness to explore urgent care services, which would likely be in higher demand and more appropriate for most needs, as well as other hospital services.

Seton Coastsides, as part of the Seton system under AHMC Seton and previous operators, has been subject to many challenges over the years, including financial support from the County during COVID to keep facilities open and operating. On April 1, 2024, Seton Coastsides closed its doors to begin required maintenance and remodel work due to damage from the 2023 winter storms. The County and other agencies are currently working with AHMC Seton on the dynamics of their recent closing and plans for reopening, but staff and partners will continue to work with Seton Coastsides leadership on opportunities for expanded services in the future.

DISCUSSION:

As the city and its partners continue to work towards the goal of bringing urgent care and other important health services to the Coast, it is believed that a resolution of the City Council, urging AHMC Seton to work towards this common goal through its existing facilities, will be helpful in showing our commitment to this work.

ATTACHMENTS:

Resolution urging AHMC Seton to incorporate an Urgent Care Center at Seton Coastsides

RESOLUTION NO. C-2024-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY URGING AHMC SETON TO INCORPORATE AN URGENT CARE CENTER AT SETON COASTSIDE

WHEREAS, Seton Medical Center has been serving the health care needs of San Francisco and northern San Mateo County since its founding as Mary's Help Hospital in 1893; and

WHEREAS, Seton Coastside, a 116-bed skilled nursing facility with a 24-hour standby emergency department in Moss Beach, has been serving the health care needs of Coastside residents since its founding as the Moss Beach Rehabilitation Hospital in 1971; and

WHEREAS, historically, Seton Coastside has been underutilized for emergency services for a variety of reasons, including inadequate/aging facilities, limited staffing, high costs for services, limited acceptance of common insurance, lack of accessibility from public transportation, and poor marketing and community awareness; and

WHEREAS, in April 2020, Seton Medical Center in Daly City and Seton Coastside were acquired by AHMC Healthcare, now commonly referred to as AHMC Seton; and

WHEREAS, Seton Coastside closed on April 1, 2024, to repair damage the facility sustained during last year's storms, and plans to reopen both the emergency and skilled nursing services once the work is completed in late 2024; and

WHEREAS, the Age-Friendly Half Moon Bay-Coastside Healthcare Advocacy Committee, which consists of government, non-profit, and healthcare leaders/service providers, identified Seton Coastside as potential location for urgent care and other needed healthcare services for Coastside residents and visitors, and has been actively engaged in discussions with AHMC Seton to consider expanded offerings at Seton Coastside; and

WHEREAS, these discussions have revealed that Seton Coastside possesses the necessary facilities to house emergency and/or urgent care services, and could be well-positioned to manage the increased patient volume anticipated with the introduction of on-site urgent care services; and

WHEREAS, the City Council desires to express its emphatic support of the ongoing efforts to expand healthcare offerings at Seton Coastside, specifically the addition of urgent care services.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Half Moon Bay hereby urges AHMC Seton to develop the necessary infrastructure to staff and maintain an Urgent Care Center at Seton Coastside, serving the medical needs of the entire Coastside, no later than December 2024.

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 16th day of April 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

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

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

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

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

**TITLE: INTRODUCTION OF NEW CHAPTER 6.06 “RESIDENTIAL RENT STABILIZATION”
TO TITLE 6 OF THE MUNICIPAL CODE**

RECOMMENDATION:

It is recommended that the City Council, upon receiving public input, introduce an ordinance creating a new Chapter 6.06 titled “Residential Rent Stabilization”.

FISCAL IMPACT:

If approved, staff will be requesting that the City Council, on May 7, 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 May 7 meeting. First year implementation costs for the Residential Rent Stabilization 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 identifying stabilized units, adapting the online registration portal for rent control, developing a database, City staffing related costs, compliance efforts, hearing officer, mediation and legal assistance. Some variability in costs can be expected in subsequent years given there will be some overlap in rent stabilization and other programs (notably rental registration and tenant protections).

STRATEGIC ELEMENTS:

This action supports all 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. Additionally, the City and County of San Mateo are actively working to build affordable housing at 880 Stone Pine Road. In December the City issued an Emergency Coastal Development Permit for the project referred to as "Stone Pine Cove" to produce 47 modular units on approximately 5 acres of City-owned land. The County is preparing to award contracts for on-site improvements and the purchase of all 47 modular 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 between the time that a project is conceived, and it is constructed and 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. Due to this multi-year process to develop additional housing units, with a focus on affordable housing development, the need to introduce mechanisms that protect both existing rental housing stock and renters (particularly lower-income renters), is a strategy the City Council has directed staff to initiate.

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.

On February 6, 2024, the City Council adopted the first of the four ordinances intended to support data collection, policy development and provide tenant support. This ordinance

established a residential rental registration program which is scheduled to commence on June 1, 2024.

Also on February 6, the City Council adopted a new Chapter 6.10, re-codifying 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. New Chapter 6.10 expands the 12-month lease term option to all rental units in the City.

On March 19, 2024, the City Council conducted a study session on rent stabilization and enhanced tenant protections. At this meeting, the City Council authorized staff to bring a new Chapter 6.06 “Residential Rent Stabilization” to the Council for consideration in April or May 2024. Staff are concurrently bringing ordinances to the City Council for tenant protections and definitions.

The City has provided updates to the community on all aspects of tenant protections including rent stabilization via the City Homepage and Enews. The City has posted specific updates information made the community aware of the April 16 City Council meeting via Enews and the City’s Homepage.

DISCUSSION:

Staff has provided an updated version of new Chapter 6.06 “Residential Rent Stabilization” for introduction based upon City Council direction on March 19. Chapter 6.06 is based upon the State Costa-Hawkins Act of 1995.¹ Exhibit A to the Ordinance includes the full text. The following represents a summary of draft Chapter 6.06. This report and materials will be made available to the community on the City’s webpage at hmbcity.com/housing along with the City Council agenda link.

Residential Rent Stabilization (Draft--New Chapter 6.06)

The purpose of this Chapter is to adopt regulations establishing a rent stabilization/control program that governs the annual maximum rent adjustments that landlords may seek. The Costa-Hawkins Act allows the City to adopt, by ordinance, local limits to annual rent adjustments. Per the Act, rent adjustment limits may be applied to rental units (duplexes, triplexes, fourplexes and multi-family) built before 1995. As previously discussed, the City cannot limit rent adjustments on single-family detached or attached homes, or rental units built after 1995. Table 1 is illustrative of these limitations.

Table 1: Costa Hawkins Act (CHA) Rent Control Applicability by Dwelling Unit Type and Age

Dwelling Unit Characteristics	Rent Control	
	Allowed	Not Allowed
Condominiums, townhomes, and single-family homes		X

¹ In November 2024, California voters will consider a ballot proposition to repeal Costa-Hawkins. Previous ballot measures in 2018 and 2020 have were not successful.

Duplexes, Triplexes, Fourplexes and other Multi-family buildings post-1995		X
Duplexes, Triplexes, Fourplexes and Multi-family buildings pre-1995	X	
Mobile Home Space Rents*		X

**Mobile home space rent control is not covered under Costa-Hawkins Act.*

Note: A landlord of a rent stabilized unit is permitted to set the base rent at the (current) market rent upon change of tenancy. In only rare instances involving a subtenancy, would the existing rent of stabilized unit rent of a stabilized unit decrease, this ordinance primarily limits the amount of future rent increases.

At the November 7, 2023, work session, the City Council directed staff to prepare an ordinance, consistent with Costa-Hawkins, that establishes the City as the administrative and enforcement entity for rent stabilization (control). On March 19, the City Council affirmed the basic framework of rent stabilization in Half Moon Bay. Draft Chapter 6.06 reflects this approach outlined by City Council. Chapter 6.06 authorizes, upon adoption, the City Manager or their designee (as Administrator) to manage the day-to-day operations of the Rent Stabilization Program.

Based upon affirmation and policy direction given by the City Council on March 19, Chapter 6.06:

- Affirms that the City Manager (or designee), as Administrator, will be responsible for managing staff and budget resources, creating administrative policies and procedures, confirming the eligible units, communicating with affected landlords and tenants, and establishing contracts with a mediator(s), hearing officer(s) and legal aid, as well as other administrative duties; and
- Affirms the use of a Hearing Officer to adjudicate both landlord and tenant petitions; and
- Chapter 6.06 provides for Reasonable Rate of Return while providing options to petition for adjustments under exceptional and unexpected events and capital needs; and
- Establishes the City Council as appeal body for Landlord and Tenant petitions; and
- Ties annual rent adjustments to the lesser of three percent, or 80 percent of the change in the consumer price index (CPI) in the preceding year; and
- Includes limits to the amount of rent cumulatively charged (to subtenants) in a rent stabilized unit; and
- Establishes the option for voluntary mediation as dispute resolution to address Landlord/Tenant disputes; and
- Includes provisions for transmittal of notices and other information in English as well as the language requested by the tenant.

Based on data derived from the Housing Element preparation, staff believes that draft Chapter 6.06 would apply to up to 400 rental units in the City. As previously noted, the City Council adopted a Residential Rental Registration program which will help document rents and tenancy and identify residential units that may be rent regulated under the Costa Hawkins Act. Staff are

currently working on fully identifying units that, upon adoption, are subject to Chapter 6.06. Upon adoption, staff will be sending informational materials and notices of applicability to landlords. Staff will also be working to inform current tenants of stabilized units.

CONCLUSION:

New Chapter 6.06 reflects prior Council direction and is supportive of City housing goals as reflected in the certified and soon to be certified Housing Element. Further, the provisions serve to protect the health, safety, and welfare of Half Moon Bay residents who rent or lease residential properties.

NEXT STEPS:

If introduced on April 16, 2024, the ordinance will be scheduled for adoption (Second Reading) on May 7. Staff will simultaneously begin work on a draft budget and a Resolution establishing any applicable user fee(s) for the program(s) to be presented on May 7 as well. Chapter 6.06 would become effective on June 6, 2024. Staff will simultaneously be working on policies, procedures and related materials necessary to manage the City's rent stabilization program.

ATTACHMENTS:

1. Ordinance including Exhibit A to Ordinance (New Chapter 6.06— "Residential Rent Stabilization")

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HALF
MOON BAY ADDING A NEW CHAPTER 6.06 “RESIDENTIAL RENT
STABILIZATION” TO TITLE 6 OF THE HALF MOON BAY
MUNICIPAL CODE**

WHEREAS, more than one-third of Half Moon Bay households rent their homes; and

WHEREAS, a large percentage of households in Half Moon Bay are considered very low income, which is defined as earning between 30% and 50% of the county’s area median income; and

WHEREAS, an additional large percentage of rental households are considered low income, which is defined as earning between 51% and 80% of the county’s area median income; and

WHEREAS, more than 30-percent of residents in Half Moon Bay identify as Hispanic or Latino, and a significant portion of those residents are renters; and

WHEREAS, the City Council initially considered relying on the State of California’s Tenant Protection Act of 2019; and

WHEREAS, the City Council determined that the State of California Tenant Protection Act of 2019 was overly dependent on renters knowing their rights and privately pursuing legal remediation when those rights are violated; and

WHEREAS, the Tenant Protection Act of 2019 provides for annual rent adjustments in excess of that needed for a fair return on investment; and

WHEREAS, due to a chronic shortage of rental units, rents in the City are increasing excessively; and

WHEREAS, many renters in the City are spending far in excess of one-third of their monthly income on housing and utilities; and

WHEREAS, renters are being forced to move out of their homes because they cannot afford the rent; and

WHEREAS, many renters are living in increasingly overcrowded conditions in order to make monthly rent; and

WHEREAS, the low vacancy rate makes it increasingly more difficult to find housing when rents are increased at a rate exceeding income growth; and

WHEREAS, there are no provisions in place to protect tenants in certain homeshare circumstances from unfair and unpredictable rent increases: and

WHEREAS, the City is preparing to adopt rent stabilization provisions which will provide Landlords a fair return on investment while providing Tenants greater predictability in annual rent adjustments.

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. New Chapter 6.06 of the Half Moon Bay Municipal Code. Adding a new Chapter 6.06, "Residential Rent Stabilization" contained in Exhibit A to the Ordinance is adopted in its entirety pursuant to the City's police power authority to protect the public health, safety, and welfare and the provisions of the Costa-Hawkins Act of 1995.

SECTION 3. 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 4. 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 5. Publication. The City Clerk of the City of Half Moon Bay is hereby directed to publish this ordinance in accordance with Government Code section 36933.

SECTION 6. 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 April 2024, by the following vote:

Ayes, Councilmembers: _____

Noes, Councilmembers: _____

Absent, Councilmembers: _____

Abstain, Councilmembers: _____

Attest:

Jessica Blair, City Clerk

Joaquin Jimenez, Mayor

ATTACHMENT B

TITLE 6 – HOUSING

CHAPTER 6.06 – Residential Rent Stabilization

Section 6.06.010 – Findings and Purpose

A. Findings.

The City Council finds and declares as follows:

1. The City has a substantial government interest in regulating annual rent increases and improving relationships between Landlords and Tenants in order to increase certainty, stability, and fairness within the residential rental market.
2. The City finds that this Ordinance is intended to be implemented in conjunction with the registration of Residential Rental Units.
3. The Ordinance codified in this Title is being adopted pursuant to the State of California's Costa-Hawkins Act and the City's police power authority to protect the public health, safety, and welfare.

B. Purpose.

The purpose of this Chapter is to adopt regulations governing the annual maximum rent adjustment that a Landlord may seek from a Tenant of a Rent Stabilized Unit.

Section 6.06.020 – Rent Stabilization.

A. Authority and Duties. The Administrator or City Council shall have the following authority and duties under this Chapter:

1. Establish a Base Rent pursuant to this Chapter.
2. Make adjustments in the Rent increase and decreases in accordance with this Chapter.
3. Set Rents at fair and equitable levels in order to achieve the intent of this Chapter.
4. Issue orders, rules and regulations, conduct hearings and charge fees as set forth below.
5. Make such studies, surveys and investigations, conduct such hearings, and obtain such information as is necessary to carry out required duties.

6. Report annually to the City Council on the status of rental housing covered by this Chapter. This shall include a summary of the numbers of notices served, the basis upon which they were served, the amount of the rent increases and the addresses for which they were served. A searchable database will be created so that service of notice may be determined as well as the summaries. A Rent increase, termination, or change in terms of tenancy is not valid if not served on the Administrator.
 7. Administer and assign the right to administer oaths and affirmations and subpoena witnesses.
 8. Establish rules and regulations for deducting penalties and settling civil claims.
 9. Seek authorization from the City Council to seek administrative remedies or injunctive and other civil relief under section 6-06.170.
 10. Charge and collect the Rental Stabilization Fee, including penalties for late payments.
 11. Make available on a contract basis legal assistance services for low-income residents of Half Moon Bay related to evictions and petitions, hearings and appeals.
 12. Collect and/or receive copies of notices of termination of tenancy, Rent increase, and changes in terms of tenancy.
 13. Any other duties necessary to administer and enforce this Chapter.
- B. Rules and Regulations. The City Council may issue such rules and regulations, including those which are contained in this Chapter as will further the purposes of the Chapter. The City Council shall publicize its rules and regulations prior to promulgation on the City's website.
- C. Community Education. The Administrator may publicize this Chapter along with other housing programs contained in Title 6 so that all residents of Half Moon Bay may have the opportunity to become informed about their legal rights and duties under this Chapter. The Administrator shall prepare a brochure which fully describes the legal rights and duties of Landlords and Tenants under this Chapter. The brochure will be available to the public, and each Tenant of a Rental Unit shall receive a copy of the brochure from their Landlord. Landlords shall provide the brochure at the commencement of the tenancy and with each notice of Rent increase. This brochure will be made available for download from the City's website and/or other appropriate technology. Information about the Rent Stabilization Ordinance may be made available in other languages as

requested by the community.

- D. Collection of Rental Stabilization Fee. Landlords shall pay the Rental Stabilization Fee as established by resolution of the City Council.

- E. Reporting and Fee Payment Requirements.

1. No later than September 1, 2024 and each September 1 thereafter, all Landlords shall file a copy of all rental increase notices, change of terms of tenancy and tenancy termination notices with the Administrator. Landlords choosing not to increase rents for the next year shall file a written notice with the Administrator. Such filing shall be concurrent with the filing of the notice with Tenant(s). Proof of service with time and date of service of notice to Tenant(s) shall be included with notice filed with the Administrator in either circumstance.
2. If it is determined that a Landlord has willfully and knowingly failed to properly report, as described above, any rental increase notices, change of terms of tenancy or tenancy termination, or pay the Rental Stabilization Fee, the Administrator may authorize the Tenant of such a non-reporting or fee-paid Unit to withhold all or a portion of the Rent for the Rental Unit until such time as the Rental Stabilization Fee is paid or notice filed. After a notice is properly filed or fee paid, the Administrator shall determine what portion, if any, of the withheld Rent is owed to the Landlord for the period in which the notice was not properly filed or fee paid. Whether or not the Administrator allows such withholding, no Landlord who has failed to properly report or pay the fee shall at any time increase Rents for a Stabilized Unit until such fee or notice is reported.
3. A landlord's failure to pay the fee or timely file a copy of a notice before the filing of an unlawful detainer lawsuit is a complete defense to an unlawful detainer.

Section 6.06.030 – Applicability

- A. Applicability. Except as provided herein, the provisions of this Chapter shall apply to all properties in Half Moon Bay that are hired, rented, or leased to a household within the meaning of Cal. Civil Code section 1940, which shall be referred to as Stabilized Unit(s), including properties that contain any of the following:
1. Dwelling Units which contain a separate bathroom, kitchen, and living area in a multifamily or multipurpose dwelling;

2. Dwelling Units in single room occupancy residential structures; or
3. Units in a structure that is being used for residential uses whether or not the residential use is a conforming use permitted under the Municipal Code.

B. Exemptions. The following Residential Rental Units shall be exempt from the provisions of this Chapter:

1. A Rental unit exempt pursuant to the Costa-Hawkins Rental Housing Act (Cal. Civil Code §§ 1954.50 through 1954.535), including but not limited to:
 - (a) a unit that has a certificate of occupancy issued after February 1, 1995
 - (b) a unit that is alienable separate from the title to any other dwelling unit, including single-family residences, condominiums, and townhomes.
2. Any subtenancy or similar arrangement within an exempt Residential Rental Unit.
3. Transient rental units in hotels, motels and inns, which are rented to guests for a period of fewer than thirty (30) days. This exemption does not apply (a) to a Tenant who has resided at the Property for more than thirty continuous days, (b) a Tenant who has entered into an agreement to lease a Rental Unit for 30 days or more, (c) where a Landlord has violated California Civil Code 1940.1 with regard to the Tenant, or (d) to a Residential Rental Unit that is a registered or grandfathered short-term vacation rental, as defined in Chapter 18.02 of the Half Moon Bay Municipal Code, with a Certificate of Occupancy issued prior to February 1, 1995.
4. Rental units in any hospital, convent, monastery, extended medical care facility, non-profit home for the aged, or dormitory as defined in California Building Code section 202 that is solely owned and operated by an accredited institution of higher education.
5. Rental units which a government unit, agency or authority fully owns, operates and manages. This exemption applies only if applicable federal or state law or administrative regulation specifically exempt such units from municipal rent stabilization.
6. Any Residential Rental Unit located in a development where the dwelling units are subject to legally binding restrictions enforceable against and/or

governing such units that limit the Rent to no more than an affordable Rent, as such term is defined in Cal. Health & Safety Code section 50053 and as subsequently amended.

Section 6.06.040 – Establishment of Base Rent

Beginning on the effective date of the ordinance creating Chapter 6.06, no Landlord shall charge Rent for any Stabilized Unit in an amount greater than the Rent in effect for that unit on the effective date except for increases expressly allowed under this Chapter. The Rent in effect on the effective date is the Base Rent. If there was no Rent in effect on the effective date, the Base Rent shall be the Rent that was charged prior to the effective date. For tenancies commencing after the adoption of this Chapter, the Base Rent is the initial rental rate in effect on the date the tenancy commences. As used in this subsection, the term “initial rental rate” means only the amount of Rent actually paid by the Tenant for the initial term of the tenancy. The Base Rent is the reference point from which the Maximum Allowable Rent shall be adjusted upward or downward in accordance with this Chapter.

Section 6.06.050 – Standard Annual Rent Adjustments.

- A.** Increases in Rent on Residential Real Property in the City of Half Moon Bay in excess of three percent (3%), or eighty percent (80%) of the change in the Consumer Price Index (May to May), whichever is less, and more than one Rent Increase in any twelve (12) month period, are prohibited, unless expressly exempt under the Costa- Hawkins Rental Housing Act codified in *California Civil Code* section 1954.50, et seq. If the change in the Consumer Price Index is negative, no Rent Increase is permitted. A violation of this section occurs upon the service of notice or demand for a prohibited increase in Rent.
- B.** No later than August 1 each year, beginning with the year 2024, the City shall announce the allowable percentage increase in Rent based on subsection (a) herein, which shall be effective as of December 1 of that year.
- C.** No later than August 15 each year, the Landlord shall post, in a conspicuous place on the Residential Rental Real Property, the percentage Rent increase for the affected Stabilized Units.

6.06.060 – Reasonable Rate of Return.

This Chapter allows for an Annual Allowable Rent Adjustment of up to three percent (3%), or eighty (80%) of the change in the Consumer Price Index, whichever is less. A Consumer Price Index-based increase is found and determined to provide a just and reasonable return on an Owner’s property, and has been adopted to encourage good management, reward efficiency, and discourage the flight of capital, as well as to be commensurate with returns on comparable investments, but not so high as to defeat the purpose of curtailing

excessive Rent and Rent increases.

Section 6.06.070 – Limits to Rent Charges Under Subtenancy

Where a Stabilized Unit is being rented and subsequently subleased either in whole or by room, the cumulative monthly Rent charged may not exceed the authorized monthly rent of the Stabilized Unit.

Section 6.06.080 – Fair Return Petition for Rent Increase.

- A.** A Landlord may submit a Fair Return Petition to the Administrator in accordance with the procedures set forth in this Chapter requesting a Rent Increase in excess of that provided in this chapter in order to obtain a fair and reasonable return on the Residential Rental Unit.
- B.** Standard of Review. All relevant factors shall be considered when evaluating a Fair Return Petition, including, but not limited to, the following:
 - 1. Changes in the Consumer Price Index;
 - 2. The Rent lawfully charged for comparable Residential Rental Units in the City;
 - 3. The length of time since the last determination on a Fair Return Petition, or the last Rent Increase if no previous Fair Return Petition has been made;
 - 4. The cost of planned or completed capital improvements to the Residential Rental Unit (as distinguished from ordinary repair, replacement and maintenance) where such capital improvements were not identified and voluntarily deferred prior to establishment of rent stabilization or are necessary to bring the property into compliance or maintain compliance with applicable local code requirements affecting health and safety, and where such capital improvement costs are properly amortized over the life of the improvement;
 - 5. The completion of any ordinary repair, replacement or maintenance work related to the Residential Rental Unit, and the cost thereof, including materials, labor, construction interest, permit fees, and other items deemed appropriate;
 - 6. Changes in property taxes or other taxes related to the Residential Rental Unit;
 - 7. In the event of subtenancy, changes in the Rent paid by the Landlord for the lease of the Residential Rental Unit;

Commented [JD1]: Revised to incorporate capital into a single petition process.

8. Changes in the utility charges for the Rental Unit paid by the Landlord, and the extent, if any, of reimbursement from the Tenants;
9. Changes in reasonable Operating Expenses;
10. Changes in Net Operating Income;
11. The need for repairs caused by circumstances other than ordinary wear and tear;
12. The amount and quality of Housing Services provided by the Landlord to the Tenant(s);
13. Compliance with any existing Rental Agreement lawfully entered into between the Landlord and Tenant(s); and
14. Landlord's substantial compliance with Title 6, including this Chapter, as well as applicable housing, health and safety codes.

Section 6.06.090 – Capital Improvement Petition

Commented [JD2]: This entire section would be deleted.

A. Effective July 1, 2025, a Landlord may submit a Capital Improvement Petition to the Administrator in accordance with the procedures set forth in this Chapter requesting a pass-through cost to the Tenants to cover expenses incurred by the Landlord to complete Capital Improvements for the Rental Unit pursuant to the following provisions:

1. The Capital Improvement was paid for and completed after the effective date of the Ordinance creating Chapter 6.06;
2. The Capital Improvement was paid for and completed prior to the filing of the Capital Improvement Petition;
3. A Capital Improvement Petition must be initiated by the Landlord within two (2) years of completion of the Capital Improvement;
4. A Capital Improvement Petition shall not apply to Rental Units or new Tenants whose initial Rent was established after the Landlord completed the Capital Improvement;
5. The Landlord may not require a Tenant to pay any amount of any cost that is attributable to any period of time that the Tenant was not entitled to use and occupy the Rental Unit;
6. The Landlord may not require a Tenant to pay more than the Tenant's share of the cost attributable to that Tenant's Rental Unit that is

permitted to be passed through to the Tenant;

7. If the Capital Improvement inures solely to the benefit of one or more of the Rental Units, but to less than all, the surcharge shall be so annualized, but shall be applied and/or prorated only with respect to the one or more Rental Units actually so benefited;

8. Equipment otherwise eligible as a Capital Improvement will not be considered if a "use fee" is charged (i.e. – coin operated washer and dryers); and,

9. Pass through costs for Capital Improvements shall not be considered Rent and shall not be increased when Rent Increases, nor shall they be considered Rent for purposes of calculating a Rent Increase.

B. Calculating Capital Improvements. Any Capital Improvement pass-through cost must be calculated according to the following:

1. Capital Improvement costs must be amortized over the useful life of the Capital Improvement, not to exceed ten percent (10%) of the current Rent; for the purposes of such computation, the current Rent for any time period shall not include any Capital Improvement pass-through amounts;

2. For mixed-use structures and Landlord-occupied Rental Units, only the percent of residential square footage will be applied in the calculations;

3. If a unit is occupied by an agent of the Landlord, this unit must be included when determining the average costs per Rental Unit; and,

4. If the Landlord is reimbursed for Capital Improvements (i.e. – insurance, court-awarded damages, subsidies, etc.), such reimbursement must be deducted from the Capital Improvements before costs are amortized and allocated among all the Residential Rental Units.

C. Standard of review. All relevant factors shall be considered when evaluating a Capital Improvement Petition, including the following:

1. Capital Improvement completed;

2. Landlord's Petition made within two (2) years of completion of Capital Improvement;

3. Distinguished from ordinary repair or maintenance;

4. For the primary benefit, use, and enjoyment of the Tenant;

5. Permanently fixed in place or relatively immobile and appropriated to the use of the Rental Unit;
6. No "use fee" or other charge imposed on Tenants for its use; and,
7. Cost-factored and amortized.

Section 6.06.100 – Tenant Petition

- A. Effective July 1, 2025, a Tenant may submit a Petition to the Administrator in accordance with the procedures set forth in this Chapter on one (1) or more of the following grounds:
 1. To request review of a Rent Increase in excess of the maximum allowed Rent Increase;
 2. To request a reduction in Rent based on decreased Housing Services;
 3. To request a reduction in Rent based on failure of the Landlord to maintain a habitable premises, including health, safety, fire, or building code violations;
 4. To contest a Capital Improvement cost as an unauthorized or excessive pass through; or,
 5. For any other violation of this Chapter by the Landlord.
- B. Filing schedule for Tenant Petition. Where applicable, a Tenant filing a Tenant Petition under this Chapter shall do so within the following time limits:
 1. Tenant receiving a notice of Rent Increase shall have thirty (30) days after service of such notice to file a Petition for review of Rent;
 2. In instances where notice is not provided as required, the Tenant shall file a Petition for review of Rent within thirty (30) days after Tenant knew of the alleged failure to comply with the requirements of this Chapter; and,
 3. For any other violation(s) of this Chapter by the Landlord, the Tenant shall file a Petition within one hundred and eighty (180) days of the alleged violation(s).
- C. Standard of Review. All relevant factors shall be considered when evaluating a Tenant Petition, including the following:

1. Landlord allows violations of this Article or other applicable state and local statutes to persist;
 2. Any reduction of Housing Services, living space, or amenities;
 3. Substantial deterioration of the Rental Unit other than as a result of ordinary wear and tear;
 4. Landlord's failure to provide adequate Housing Services;
 5. Tenant provided Landlord with reasonable notice and opportunity to correct the conditions that provide the basis for the petition; and,
 6. Landlord failed to comply substantially with this Section or applicable housing, health and safety codes.
- D. Restoration of Rent Decrease. Where a Rent decrease has been ordered pursuant to this Chapter due to a decrease in Housing Services or failure to maintain habitability, the amount of Rent decreased (return of excess Rent) may be restored in accordance with procedures set out in the regulations when the former Housing Services or maintenance levels are reinstated.

Section 6.06.110 – Petition Process

A Landlord or a Tenant may file petitions with the Administrator, as provided in this Chapter. For purposes of this petition process, the Landlord and each Tenant of a Rental Unit that is the subject of a Petition shall be a "party" to the petition. The Administrator shall promulgate regulations regarding procedures for Petitions filed under this Chapter. Petitions shall be governed by such regulations and by the provisions of this Chapter. Petitions shall be available in the language that the Owner and Tenant used to negotiate the terms of the Tenancy (e.g., Spanish, Chinese), as well as English.

- A. Filing Petition. Upon the filing of a Petition, the Administrator shall notify the petitioner of the acceptance or denial of the Petition based on the completeness of the submission. The Administrator shall not assess the merits of the Petition and shall only refuse acceptance of a Petition that does not include required information or documentation or comply with the requirements of this Division.
- B. Filing Fee. Fees for the filing of any Petition shall be established by City Council resolution.
- C. Prior Petition. Notwithstanding any other provision of this Chapter, no Petition shall proceed if a decision has been made with regard to a prior Petition based on the same or substantially the same grounds within the previous one hundred and eighty (180) days.

- D.** No Landlord Petition or upward adjustment of Rent shall be authorized under this Chapter if the Landlord:
- 1.** Has continued to fail to comply, after order of the Administrator, with any provisions of this Article and/or orders or regulations issued thereunder by the Administrator or,
 - 2.** Has failed to bring the Rental Unit into compliance with the implied warranty of habitability.
- E.** Notice of Petition. As soon as possible after acceptance of a Petition, the Administrator shall provide written notice to the Landlord, if the Petition was filed by the Tenant, or the Tenant, if the Petition was filed by the Landlord, of the receipt of such a Petition. The written notice shall inform the parties of the Petition process, the right to respond, and include a copy of the completed Petition and supportive documents. Any response submitted by the responding party will be made available to the petitioning party.
- F.** Hearing Officer. An impartial Hearing Officer appointed by the Administrator shall conduct a hearing to act upon the Petition. The Hearing Officer has the following powers:
- 1.** To make a determination on a Petition; and
 - 2.** Any other powers delegated to the Hearing Officer by the Administrator consistent with this Chapter.
- G.** Time of Hearing. Each accepted Petition shall be scheduled for a hearing by the Hearing Officer on a date not more than sixty (60) calendar days from the date the Administrator deems the Petition submitted and complete. With agreement of the parties, the Hearing Officer may hold the hearing beyond the sixty (60) calendar days. The Administrator shall, no less than ten (10) days prior, notify all parties as to the time, date, and place of the hearing. With consent of all parties, the hearing may be conducted virtually and recorded.
- H.** Consolidation. All Landlord Petitions pertaining to Tenant(s) in the same building shall be consolidated for hearing, and all Petitions filed by Tenants occupying the same building shall be consolidated for hearing, unless the Administrator or Hearing Officer finds good cause not to consolidate such Petitions.
- I.** Right of Assistance. All parties to a hearing may have assistance in presenting evidence and developing their position from attorneys, legal workers, or any other persons designated by said parties.

- J.** Rules of Evidence. Formal rules of evidence shall not be applicable to hearings on Petitions. At such a hearing, the parties may offer any documents, testimony, written declarations, or other evidence that, in the opinion of the Hearing Officer, is credible and relevant to the Petition. The Hearing Officer may consider the results of inspections of the property in question and the results of any other investigations conducted by or at the request of the Hearing Officer or Administrator. Evidence unduly repetitious, lacking credibility, or irrelevant evidence shall be excluded upon order by the Hearing Officer.
- K.** Evidence. Any party may appear and offer such documents, testimony, written declarations, or other evidence as may be pertinent to the proceeding. The Hearing Officer may require either party to a Petition to provide any books, records, or papers deemed pertinent, in addition to that information contained in the Petition and Rental Registry. The Hearing Officer may request the City to conduct a current building inspection if the Hearing Officer finds good cause to believe the information does not reflect the current condition of the Residential Rental Unit. All documents required under this section shall be made available to the parties involved prior to the hearing. In cases where information filed in a Petition or in additional submissions filed at the request of the Hearing Officer is inadequate or false, no action shall be taken on said Petition until the deficiency is remedied.
- L.** Quantum of Proof. The party who files the Petition shall have the burden of proof. No Petition shall be granted unless supported by the preponderance of the evidence submitted at the hearing.
- M.** Notice of Decision. The Hearing Officer shall make their determination on the merits of the Petition and shall provide a written statement of decision, including findings upon which the determination is based within thirty (30) calendar days. The Hearing Officer's decision on a Petition may be reasonably conditioned in any manner necessary to effectuate the purposes of this Chapter.
- N.** Hearing Record. The record of the hearing shall include: the Petition; all exhibits, papers, and documents required to be filed or accepted into evidence during the proceedings; a list of participants present; a summary of all testimony accepted in the proceedings; a statement of all materials officially noticed; all recommended decisions, orders and/or rulings; all final decisions, orders and/or rulings; and the reasons for each final decision, order and/or ruling. All hearings shall be recorded.
- O.** Appeal. Any person aggrieved by the decisions of the Hearing Officer may appeal to the City Council. An appeal to the City Council shall be filed no later than ten (10) calendar days after receipt of the notice of the decision of the Hearing Officer. On appeal, the City Council shall affirm, reverse, or modify the decision of the Hearing Officer. Unless the City Council elects to conduct a de

novo hearing, City Council review of the Hearing Officer's decision shall be based on the hearing record without holding a new hearing. The City Council may consider additional evidence for good cause, including evidence which did not exist at the time of the hearing or which could not be discovered using due diligence by a party.

- P. Finality of Decision. The decision of the Hearing Officer shall be final decision if no timely appeal is made to the City Council. The decision of the Hearing Officer shall not be stayed pending appeal; however, in the event that the City Council on appeal reverses or modifies the decision of the Hearing Officer, the City Council shall order the appropriate party to make retroactive payments, as applicable, to restore the parties to the position they would have occupied had the Hearing Officer's decision been the same as that of the City Council.

Section 6.06.120 – Voluntary Mediation

- A. Voluntary mediation services shall be provided by the City. Upon request, the Administrator shall appoint a Mediator and set a date for a mediation no later than thirty (30) days after the acceptance of the subject Petition, unless the Administrator determines that additional time is required under the circumstances. The Administrator shall notify the Landlord and Tenant(s) in writing of the date, time, and place of the mediation hearing at least ten (10) days prior to the mediation. This notice shall be served either in person or through first class (ordinary mail) or electronic correspondence.
- B. It is the intent and purpose of mediation to provide a process in which Mediators may assist disputants in reaching a voluntary agreement. Accordingly, except as otherwise expressly provided herein, there shall be no penalty or disability, either civil or criminal, for failure to participate in the mediation process, and there shall be no penalty, either civil or criminal, for failure to reach agreement with a disputant in the mediation process.
- C. Mediation is a voluntary collaborative process wherein the Landlord and Tenant(s) who have a disagreement can develop options, consider alternatives, and develop a consensual agreement. The role of the Mediator is to facilitate open communication to resolve a dispute in a non-adversarial and confidential manner.
- D. If the Landlord and Tenant agree to a resolution, the Mediator may assist the parties in preparing a written settlement agreement "Mediations Agreement" for the signature of the Landlord and the Tenant(s), provided that in doing so the Mediator confines the assistance to stating the settlement as determined by the parties. Such Mediation Agreement shall constitute a legally enforceable contract.

- E. Should the parties fail to agree to a resolution, or the Mediator determines that the parties have reached an impasse, the Mediator may refer the Petition back to the administrator to continue the Petition review process detailed in this Chapter.
- F. All documents and results related to mediations and facilitations held pursuant to this Section shall be kept confidential and shall be inadmissible as evidence in any subsequent administrative or judicial proceeding.
- G. The Mediator and/or Administrator shall provide documentation and translation services in the language that the Landlord and Tenant used to negotiate the terms of the Tenancy (e.g., Spanish and Chinese), as well as English.

Section 6.06.120 – Rent Increase Ineffective

No Rent Increase shall be effective if the Landlord:

- A. Fails to substantially comply with all provisions of this Chapter, including but not limited to the failure to provide notices as required; or
- B. Fails to maintain the Residential Real Property in compliance with California Civil Code Sections 1941.1 et seq. and California Health and Safety Code sections 17920.3 and 17920.10; or
- C. Fails to make repairs ordered by the City or court of competent jurisdiction.

Section 6.06.130 -- Residential Rental Registration

No Rent Increase shall take effect for any Residential Rental Unit that has not been registered by the Landlord pursuant to Chapter 6.04 of the Half Moon Bay Municipal Code.

Section 6.06.140 – Notice Requirements

- A. A Landlord of any Residential Real Property subject to this provision shall, on or before the date of commencement of a Tenancy, give the Tenant a written notice in a form prescribed by the City which must include the following information:
 - 1. The existence and scope of this Chapter 6.06 of the Half Moon Bay Municipal Code; and
 - 2. The Tenant's right to respond to any Fair Return or Capital Improvement Petition filed with the City by the Owner pursuant to this Division.

- B.** As part of any notice to increase Rent, a Landlord must include:
- 1.** Notice of the existence of Chapter 6.06 of the Half Moon Bay Municipal Code; and
 - 2.** The Tenant's right to respond to any Fair Return or Capital Improvement Petition filed with the City by the Owner pursuant to this Chapter.
 - 3.** No Rent Increase shall take effect until the requirements of this Chapter have been met.
- C.** The Landlord must give notices to the Tenant in the language that the Landlord and Tenant used to negotiate the terms of the Tenancy (e.g. Spanish or Chinese) as well as English.
- D.** Any notices or documents required to be provided from a Landlord to a Tenant by this Chapter or any other federal, state, or local law, including, but not limited to, Notice of Rent Increase and Notice of Eviction, shall be provided to the City through the Rental Registry portal.

Section 6.06.150 – Education and Outreach

The Administrator shall have the authority to contract with community-based organizations to assist in the education and outreach related to this Title and Chapter.

Section 6.06.160 – Judicial Review

Any decision of the City Council shall be final unless judicial review is sought in a court of competent jurisdiction within thirty (30) days of the date of the decision. The decision shall take effect immediately unless provided otherwise in the decision, regardless of whether a party seeks judicial review.

Section 6-06.170 – Enforcement

- A.** Any person violating a provision or failing to comply with any of the requirements of this Chapter or Chapter 6.08 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 or Chapter 6.08 on behalf of the City. In any such relief, the

City shall recover all civil penalties provided in Title 4 of the Half Moon Bay Municipal Code and any other relief the court deems proper.

- D.** Injunctive Relief. Any person who commits an act, proposes to commit an act, or engages in any pattern and practice that violates this Chapter or Chapter 6.08, or the policies, procedures, regulations, rules, orders and decisions of the Administrator, may be enjoined therefrom by any court of competent jurisdiction. An action for injunction under this section may be brought by any aggrieved person, including the City and People of the State of California. No administrative remedy need be exhausted prior to filing an action for injunctive relief pursuant to this section.
- E.** Affirmative Defense. A Landlord's failure to comply with any requirement of this Chapter or Chapter 6.08 may be asserted as a complete affirmative defense in an unlawful detainer or any other action brought by the Landlord to recover possession of the Residential Rental Unit. Additionally, any attempt to recover possession of a Residential Rental Unit in violation of this Chapter or Chapter 6.08 shall render the Landlord liable to the Tenant for damages in a civil action for wrongful eviction. The prevailing party in an action for wrongful eviction shall recover costs and reasonable attorneys' fees.
- F.** Non-Exclusive. The remedies provided in this Article are not exclusive, and nothing in this Article shall preclude any person from seeking any other remedies, penalties or procedures provided by law, nor is exhaustion of remedies under this section a prerequisite to the assertion of any other such right.

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

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

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

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

TITLE: INTRODUCTION OF NEW CHAPTER 6.08 "TENANT PROTECTIONS" TO TITLE 6 OF THE MUNICIPAL CODE

RECOMMENDATION:

It is recommended that the City Council, upon receiving public input, introduce an ordinance creating a new Chapter 6.08 titled "Tenant Protections".

FISCAL IMPACT:

The fiscal impacts associated with this action are not fully known and are subject to policy and legislative action of the City Council. As the City is embarking on a full housing program model, some staff and other administrative costs will be shared among the Residential Rental Registration Program, the Rent Stabilization Program and Tenant Protections effort. Staff will be requesting that the City Council, on May 7, 2024, allocate initial implementation funding from the City Affordable Housing Fund (AHF) for costs related to tenant protections. Staff will be evaluating more fully if any of the activities can be covered under a user fee model. Any revenues received from applicable user fees would be committed to repayment of the AHF. Legal services for tenants and City administrative costs represent the two most significant anticipated costs for the tenant protection effort.

STRATEGIC ELEMENTS:

This action supports all 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. Additionally, the City and County of San Mateo are actively working to build affordable housing at 880 Stone Pine Road. In December the City issued an Emergency Coastal Development Permit for the project referred to as "Stone Pine Cove" to produce 47 modular units on approximately 5 acres of City-owned land. The County is preparing to award contracts for on-site improvements and the purchase of all 47 modular 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 between the time that a project is conceived, and it is constructed and 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. Due to this multi-year process to develop additional housing units, with a focus on affordable housing development, the need to introduce mechanisms that protect existing rental housing stock and renters (particularly lower-income renters) is a strategy the City Council has directed staff to initiate.

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.

On February 6, 2024, the City Council adopted the first of the four ordinances intended to support data collection, policy development and provide tenant support. This ordinance established a residential rental registration program which is scheduled to commence on June 1, 2024.

Also on February 6, the City Council adopted a new Chapter 6.10, re-codifying 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. New Chapter 6.10 expands the 12-month lease term option to all rental units in the City. This Chapter re-codified and amended City Council adopted Ordinance C-2019-07 which established a new Municipal Code Chapter 7.70 titled [Residential Rental Security Measures](#) in 2019. The Chapter was originally created to supplement the protections authorized under the Tenant Protection Act of 2019. This Chapter supplements proposed new Chapter 6.08.

On March 19, 2024, the City Council conducted a study session on rent stabilization and tenant protections. At this meeting, the City Council authorized staff to bring a new Chapter 6.08 “Tenant Protections” to the Council for consideration in April or May 2024. Staff are concurrently bringing ordinances to the City Council for rent stabilization and definitions.

The City has provided updates to the community on all aspects of tenant protections via the City Homepage and Enews. The City has posted specific updates information made the community aware of the April 16 City Council meeting via Enews and the City’s Homepage.

DISCUSSION:

As noted earlier, the City Council directed staff to finalize preparation of an ordinance establishing enhanced tenant protections. Staff presented a draft ordinance on March 19 and the City Council provided policy direction to staff and those policy directions have been retained/incorporated into the Ordinance included in Exhibit A. Staff has provided an updated version of new Chapter 6.08 “Tenant Protections” for possible introduction. The following represents a summary of draft Chapter 6.08. Staff will be prepared to make a detailed presentation on April 16. This report and materials will be made available to the community on the City’s webpage at hmbcity.com/housing along with the City Council agenda link.

At the November 7, 2023, work session, the City Council directed staff to prepare an ordinance providing enhanced tenant protections which, in part, are related to the Residential Rent Stabilization Program (proposed Chapter 6.06 also being considered on April 16). On March 19, the City Council affirmed their commitment to enhanced tenant protections and provided policy direction.

Under State law, there are two categories of “Just Cause” for eviction: “At-Fault” causes and “No-Fault” causes. Generally, a tenant is At-Fault when they violate the terms of the lease or prevailing law, which is often cited in the lease. Chapter 6.06 includes more specific descriptions of these provisions. The following represent typical “At-Fault” reasons for eviction, two of which are annotated with ordinance reference based upon questions raised at the March 19 meeting:

- Non-payment of rent

- Breach of a material term of the rental agreement that has not been corrected after written notice under Cal. Code Civ Proc. §1161(3) (requiring the landlord to serve an additional 3-day notice to quit after the cure period is passed)
- Maintaining or committing a nuisance as described in CCP §1161(4)
- Maintaining or committing waste as described in CCP §1161(4)
- Termination of the rental agreement without renewal (i.e. the tenant refuses to sign a written extension or renewal after written request or demand from the owner)
- Criminal activity by the tenant (*Defined in Section 6.08.020 B. 1. (f)*)
- Unapproved subtenant (*Defined in Section 6.08.020 B. 1. (g)*)
- The tenant has refused to give the landlord access to the unit as permitted by law
- Illegal use of the unit
- Failure to vacate after termination of employment or agency as described in CCP §1161(1)
- Failure to deliver possession after the tenant provides written notice of intent to vacate or makes a written offer of surrender that is accepted by the landlord

Tenant Protections (New Chapter 6.08)

Research indicates that the establishment of additional eviction protections is considered a necessary complement to residential rent stabilization. The basis for the enhanced protections is that, under rent stabilization, there are financial incentives to evict tenants. Chapter 6.08, as drafted, would apply to virtually all residential rental units in the City. Chapter 6.08, as drafted, does not preclude a landlord from pursuing an “at fault” eviction under State law. The draft includes additional provisions for an “at fault” eviction not included under existing State law, such as a requirement that notice of termination be provided in the Designated Primary Language of the tenant.

A No-Fault eviction takes place when a tenant is evicted for allowable reasons that are beyond the control of the tenant. These circumstances are fully enumerated in Draft Chapter 6.08. Draft Chapter 6.08 seeks to also provide enhanced protections for tenants under “no fault” evictions proceedings including expanded noticing to tenants and the City. The Draft Chapter also includes assistance to a tenant where a landlord seeks to terminate tenancy under a no fault just cause eviction. The City Council recommended that the relocation assistance and rent waiver be equal to three months’ rent; the draft reflects this direction. One of the most common no-fault just cause evictions occurs when a landlord chooses to remove the unit from the rental stock (e.g. to move back into the unit or to allow family member(s) to move into the unit). This type of eviction also occurs when a landlord chooses to initiate major renovations to a unit. Again, Chapter 6.08 would require advanced notice and in some circumstances an offer to reoccupy the unit following remodel in addition to required relocation assistance (or rental waiver).

Chapter 6.08 includes prohibitions of retaliatory evictions and includes safeguards against harassment. Anti-harassment provisions include, but are not limited to, prohibitions on withholding utilities and other services, failure to perform/complete repairs, and abusing access

rights or intimidating a tenant (which includes threatening to make a report to the United States Department of Homeland Security).

Chapter 6.08 includes provisions for transmittal of notices and other information in English as well as the language requested by the tenant.

The Chapter exempts housing accommodations in which the tenant shares bathroom and kitchen facilities with the owner who also maintains the home as their primary residence from relocation assistance provisions. This exemption reflects the importance of the HIP Housing model of homeshare and the growing value to empty nest and senior households who may need financial or other assistance to remain in their homes.

CONCLUSION:

New Chapter 6.08 reflects previous Council direction and is supportive of City housing goals as reflected in the certified and soon to be certified Housing Element. Further, the provisions serve to protect the health, safety, and welfare of Half Moon Bay residents who rent or lease residential properties.

NEXT STEPS:

If introduced on April 16, 2024, the ordinance will be scheduled for adoption (Second Reading) on May 7. Staff will simultaneously begin work on a draft budget and a Resolution establishing any applicable user fee(s) for the program(s) to be presented on May 7 as well. Chapter 6.08 would become effective on June 6, 2024. Staff will simultaneously be working on policies, procedures and informational materials regarding City tenant protections.

ATTACHMENTS:

1. Ordinance including Exhibit A to Ordinance (New Chapter 6.08— “Tenant Protections”)

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY
ADDING A NEW CHAPTER 6.08 “TENANT PROTECTIONS” TO TITLE 6 OF THE
HALF MOON BAY MUNICIPAL CODE**

WHEREAS, more than one-third of Half Moon Bay households rent their homes; and

WHEREAS, a large percentage of households in Half Moon Bay are considered very low income, which is defined as earning between 30% and 50% of the county’s area median income; and

WHEREAS, an additional large percentage of rental households are considered low income, which is defined as earning between 51% and 80% of the county’s area median income; and

WHEREAS, more than 30-percent of residents in Half Moon Bay identify as Hispanic or Latino, and a significant portion of those residents are renters; and

WHEREAS, the City Council conducted a study session on November 7, 2023, to consider currently available information on rent control and tenant; 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, the City Council conducted a work session on March 19 to discuss draft Chapter 6.06 “Residential Rent Stabilization” and Chapter 6.08 “Tenant Protections”; and

WHEREAS, following the March 19 meeting, the City Council directed staff to return with Chapter 6.06 “Residential Rent Stabilization” and Chapter 6.08 “Tenant Protections”; Chapter for formal consideration and possible introduction; and

WHEREAS, the City Council initially considered relying on the State of California’s Tenant Protection Act of 2019; and

WHEREAS, the City Council determined that the State of California Tenant Protection Act of 2019 was overly dependent on renters knowing their rights and privately pursuing legal remediation when those rights are violated; and

WHEREAS, due to a chronic shortage of rental units, rents in the City are increasing excessively; and

WHEREAS, many renters in the City are spending far in excess of one-third of their monthly income on housing and utilities; and

WHEREAS, renters are being forced to move out of their homes because they cannot afford the rent; and

WHEREAS, many renters are living in increasingly overcrowded conditions in order to make monthly rent; and

WHEREAS, the low vacancy rate makes it increasingly more difficult to find housing when rents are increased at a rate exceeding income growth; and

WHEREAS, there are no provisions in place to protect tenants in certain homeshare circumstances from unfair and unpredictable rent increases; and

WHEREAS, the City is preparing to adopt rent stabilization provisions which will provide Landlords a fair return on investment while providing Tenants greater predictability in annual rent adjustments.

WHEREAS, in accordance with Civil Code section 1946.2(g)(1)(B), the City Council of Half Moon Bay finds that this ordinance is more protective than the provisions of Civil Code section 1946.2 for the following reasons:

(1) The just cause for termination of a residential tenancy under this Chapter is consistent with Civil Code section 1946.2; and

(2) This Chapter, further limits the reasons for termination of a residential tenancy, provides for relocation assistance, and provides additional tenant protections that are not prohibited by any other provision of law.

WHEREAS, the City seeks to adopt more protective measure than Civil Code Section 1946.2 to protect all renters from the misuse or abuse of just cause eviction provisions, retaliatory evictions and harassment that can come from the adoption of enhanced tenant protections and rent stabilization.

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. New Chapter 6.08 of the Half Moon Bay Municipal Code. Adding a new Chapter 6.08, "Tenant Protections" contained in Exhibit A to the Ordinance is adopted in its entirety

pursuant to the City's police power authority to protect the public health, safety, and welfare and the provisions of the Costa-Hawkins.

SECTION 3. 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 4. 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 5. Publication. The City Clerk of the City of Half Moon Bay is hereby directed to publish this ordinance in accordance with Government Code section 36933.**SECTION 6. 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 April 2024, by the following vote:

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

Attest:

Jessica Blair, City Clerk

Joaquin Jimenez, Mayor

ATTACHMENT C

TITLE 6 – HOUSING

CHAPTER 6.08 – Tenant Protections

Section 6.08.010 – Findings and Purpose

A. 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 just cause for termination of a residential tenancy under this Chapter is consistent with Civil Code section 1946.2; and
- 3.** This Chapter, and Chapter 6.06 “Residential Rental Stabilization” (which is being adopted concurrently), are more protective than Civil Code section 1946.2, by further limiting the reasons for termination of a residential tenancy, providing for relocation assistance, and providing additional tenant protections that are not prohibited by any other provision of law.
- 4.** 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.

B. Purpose.

The purpose of this Chapter is to is to promote neighborhood and community stability, healthy housing, and affordability for renters in Half Moon Bay by regulating arbitrary evictions to the greatest extent allowable under California law, while ensuring Landlords a fair and reasonable return on their investment.

Section 6.08.020 -- Just Cause Evictions

Restrictions on termination of tenancy without just cause.

- A.** After a Tenant has continuously and lawfully occupied a Residential Rental Unit for thirty (30) days, the Landlord shall not terminate the tenancy without just cause, which shall be stated in the written notice to terminate tenancy.
- 1.** The Landlord shall post a notice on a form prescribed by the City, providing information about the existence of this Chapter of the Half Moon Bay

Municipal Code, including protections related to immigration or citizenship status of Tenant found under Civil Code section 1940.35 and Code of Civil Procedure section 1161.4, as may be amended. Notice must be posted in a conspicuous location on the Residential Real Property. The notice shall be written in the Designated Primary Language and English, if the Designated Primary Language is not English.

- 2.** In addition to all other notice requirements specified elsewhere in this Chapter, the Landlord of any Residential Rental Unit, is required to provide written notice to Tenants of their rights under this Chapter as follows:
 - (a)** The notice required by this Chapter must be on a form prescribed by the City and include the following information:
 - (i)** The existence and scope of this Chapter of the Half Moon Bay Municipal Code; and
 - (ii)** The right to relocation assistance in limited circumstances pursuant to subsection (D)(2) herein.
 - (b)** The Landlord must provide Tenant with the notice upon serving any notice of change in terms of Tenancy.
 - (c)** The Landlord must provide the notice on or before the commencement of all Tenancies initiated after the effective date of this Chapter.
- B.** For purposes of this section, "just cause" includes either of the following:
- 1.** At-fault just cause, which is any of the following:
 - (a)** Default in the payment of Rent.
 - (b)** A breach of a material term of the lease, as described in paragraph (3) of Section 1161 of the Code of Civil Procedure, including, but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation. A "breach of a material term" shall not include:
 - (i)** The obligation to limit occupancy, provided that the additional occupant who joins the Tenant of the Residential Rental Unit thereby exceeding the limits on occupancy set forth in the lease is:
 - (A)** A dependent under age eighteen (18); or

- (B) A replacement Tenant who moved in after an approved Tenant vacated the Residential Real Property, so long as the addition does not exceed the Uniform Housing Code.
 - 1) The Landlord shall have the right to approve or deny the prospective additional or replacement Tenant, who is not a minor dependent child, provided that the Landlord does not unreasonably withhold approval. If the Landlord fails to respond to the Tenant in writing with a description of the reason for the denial of the request within a reasonable amount of time of receipt of the Tenant's written request, the Tenant's request shall be deemed approved by the Landlord if the lease is for a period of one (1) year or less.
 - 2) A change in the terms of the Tenancy that is not the result of an express written agreement signed by both of the parties. A Landlord is not required to obtain Tenant(s) written consent to a change in the terms of the Tenancy if the change in the terms of the Tenancy is authorized by this section, or if the Landlord is required to change the terms of the Tenancy pursuant to federal, state, or local law. Nothing in this subsection shall exempt a Landlord from providing legally required notice of a change in the terms of the Tenancy.
- (c) Maintaining, committing, or permitting the maintenance or commission of a nuisance as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.
- (d) Committing waste as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.
- (e) The Tenant had a written lease that terminated on or after the effective date of this Chapter, and after a written request or demand from the Landlord, the Tenant has refused to execute a written extension or renewal of the lease for an additional term of

similar duration with similar provisions, provided that those terms do not violate this section or any other provision of law.

- (f)** Criminal activity by the Tenant on the Residential Real Property, including any common areas, or any criminal activity or criminal threat, as defined in subdivision (a) of Section 422 of the Penal Code, on or off the Residential Rental Real Property, that is directed at any Landlord or agent of the Landlord of the Residential Real Property or members of Tenant's household or other Tenants of the Residential Real Property. This at-fault, just cause provision shall apply if the Landlord has, within a reasonable time, reported the criminal activity to law enforcement. Further, at-fault, just-cause eviction of a Tenant under this provision shall only apply to that Tenant who committed the criminal activity described herein. If a Tenant is acquitted or found not guilty of the charges giving rise to eviction, or if charges are not filed against the Tenant within the applicable statute of limitations period, the Tenant shall be offered the right to restore the Tenancy only if the same Residential Real Property is available.
- (g)** Assigning or subletting the premises in violation of the Tenant's lease, as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.
- (i)** Notwithstanding any contrary provision in this section, a Landlord shall not take any action to terminate a Tenancy based on a Tenant's sublease of the Residential Rental Unit if all the following requirements are met:

 - (A)** The Tenant requests permission from the Landlord in writing to sublease the Residential Rental Unit;
 - (B)** The Tenant continues to reside in the Residential Rental Unit as their primary residence;
 - (C)** The sublease replaces one (1) or more departed Tenants under the lease on a one-for-one basis; and
 - (D)** The Landlord fails to respond to the Tenant in writing within fourteen (14) days of the receipt of the Tenant's written request. If the Landlord fails to respond to the Tenant's written request, the request shall be deemed approved by the Landlord if the lease is for a period of one (1) year or less. A Landlord's reasonable refusal of the Tenant's written

request may be based on, but is not limited to, the ground that the total number of occupants in a Residential Real Property exceeds the maximum number of occupants as determined under Section 503(b) of the Uniform Housing Code or successor provision.

- (E) The Tenant's refusal to allow the Landlord to enter the Residential Rental Unit as authorized by Sections 1101.5 and 1954 of the Civil Code, and Sections 13113.7 and 17926.1 of the Health and Safety Code.
- (F) Using the premises for an unlawful purpose as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.
- (G) The employee, agent, or licensee's failure to vacate after their termination as an employee, agent, or a licensee as described in paragraph (1) of Section 1161 of the Code of Civil Procedure.
- (H) When the Tenant fails to deliver possession of the Residential Real Property after providing the Landlord written notice as provided in Section 1946 of the Civil Code of the Tenant's intention to terminate the hiring of the real property, or makes a written offer to surrender that is accepted in writing by the Landlord but fails to deliver possession at the time specified in that written notice as described in paragraph (5) of Section 1161 of the Code of Civil Procedure.

2. No-fault just cause, which includes any of the following:

- (a)** Intent to occupy the Residential Rental Unit by the Landlord or their spouse, domestic partner, children, grandchildren, parents, or grandparents.
- (i)** For leases entered into on or after the effective date of this Chapter, this subsection shall apply only if the Tenant agrees, in writing, to the termination, or if a provision of the lease allows the Landlord to terminate the lease if the Landlord, or their spouse, domestic partner, children, grandchildren, parents, or grandparents unilaterally decides to occupy the Residential Rental Unit for a period of at least twenty- four (24) months, as affirmed by the Landlord in a

written affidavit submitted to the City. Addition of a provision allowing the Landlord to terminate the lease as described in this clause to a new or renewed Rental Agreement or fixed-term lease constitutes a similar provision for the purposes of subparagraph (E) of paragraph (1).

- (b)** Withdrawal of the Residential Rental Unit from the rental market for an anticipated period of at least twenty-four (24) months, as affirmed by the Landlord in a written affidavit submitted to the City.
- (c)** The Landlord complying with any of the following:

 - (i)** An order issued by a government agency or court relating to habitability that necessitates vacating the Residential Real Property.
 - (ii)** An order issued by a government agency or court to vacate the Residential Real Property.
 - (iii)** A local ordinance that necessitates vacating the Residential Real Property.

 - (A)** If it is determined by any government agency or court that the Tenant is at fault for the condition or conditions triggering the order or need to vacate under clause (i), the Tenant shall not be entitled to relocation assistance as outlined in paragraph (3) of subdivision (D).
- (d)** Intent to demolish or to substantially remodel the Residential Real Property.

 - (i)** The Landlord shall provide advance notice to the Tenant of the ability to reoccupy the unit upon completion of the repairs, or if requested by the Tenant, the right of first refusal to any comparable vacant Rental Unit which has been offered at comparable Rent owned by the Landlord; and
 - (ii)** In the event the Landlord seeks to rent the remodeled unit within six (6) months following the completion of the remodeling work, the evicted Tenant shall have the right of first refusal to reoccupy and rent the unit, unless the

Landlord provides a written waiver by the Tenant of their right to reoccupy the premises pursuant to this subsection.

- (iii) For purposes of this subparagraph, "substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, State, and local laws, that cannot be reasonably accomplished in a safe manner with the Tenant in place and that requires the Tenant to vacate the Residential Real Property for at least thirty (30) days. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the Residential Real Property vacated, do not qualify as a substantial remodel.

C. Before a Landlord issues a notice to terminate a Tenancy for just cause that is a curable lease violation, the Landlord shall first give notice of the violation to the Tenant with an opportunity to cure the violation pursuant to paragraph (3) of Section 1161 of the Code of Civil Procedure. If the violation is not cured within the time period set forth in the notice, a three-day notice to quit without an opportunity to cure may thereafter be served to terminate the Tenancy.

1. Any written notice to cease or correct must:

- (a) Be dated and served upon the Tenant, pursuant to at least one (1) of the methods authorized under California Code of Civil Procedure Section 1162, as may be amended;
- (b) Inform the Tenant that failure to cure may result in the initiation of eviction proceedings;
- (c) Inform the Tenant of the right to request a reasonable accommodation;
- (d) Inform the Tenant of the contact number and email address of the Administrator; and
- (e) Include a specific statement of the reasons for the written notice to cease or correct with specific facts to help the Tenant determine the date(s), place(s), witness(es), and circumstance(s) that support the reason(s) for the eviction.

D.

- 1.** For a Tenancy for which just cause is required to terminate the Tenancy under subdivision (A), if a Landlord of a Residential Rental Unit issues a termination notice based on a no-fault just cause described in paragraph (2) of subdivision (B), the Landlord shall, at their option, do one (1) of the following:

 - (a)** Assist the Tenant to relocate by providing a direct payment to the Tenant in the amount equal to three (3) months rent as described below; or
 - (b)** Waive in writing the payment of Rent for the final three (3) months of the Tenancy.
- 2.** If a Landlord issues a notice to terminate a Tenancy for no-fault just cause, the Landlord shall notify the Tenant of their right to relocation assistance or Rent waiver and all other rights pursuant to this section. If the Landlord elects to waive the Rent for the final three (3) month of the Tenancy as provided in subparagraph (b) of paragraph (1), the notice shall state the amount of Rent waived and that no Rent is due for the final three (3) months of the Tenancy.
- 3.**

 - (a)** The amount of relocation assistance shall be equal to three (3) months of the Tenant's Rent that was in effect when the Landlord issued the notice to terminate the Tenancy. Any relocation assistance shall be provided within fifteen (15) calendar days of service of the notice.
 - (b)** If a Tenant fails to vacate after the expiration of the notice to terminate the Tenancy, the actual amount of any relocation assistance or Rent waiver provided pursuant to this subdivision shall be recoverable as damages in an action to recover possession.
 - (c)** The relocation assistance or Rent waiver required by this section shall be credited against any other relocation assistance required by any other law.
- 4.** A Landlord's failure to strictly comply with this section shall render the notice of termination void.
- E.** This section shall not apply to the following types of residential real properties or residential circumstances:

1. Transient and tourist hotel occupancy as defined in subdivision (b) of Section 1940 of the Civil Code.
 2. Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly, as defined in Section 1569.2 of the Health and Safety Code, or an adult residential facility, as defined in Chapter 6 of Division 6 of Title 22 of the California Code of Regulations.
 3. Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.
 4. Housing accommodations in which the Tenant shares bathroom and kitchen facilities with the owner who also maintains the home as their Primary Residence.
- F.** A Landlord of a Residential Rental Unit subject to this section shall provide notice to the Tenant as follows:
1. For any Tenancy commenced or renewed on or after the effective date of this Chapter, as an addendum to the lease or Rental Agreement, or as a written notice signed by the Tenant, with a copy provided to the Tenant.
 2. For a Tenancy existing prior to the effective date of this Ordinance, by written notice to the Tenant no later than thirty (30) days after the effective date of this Chapter, or as an addendum to the lease or Rental Agreement.
 3. The notification or lease provision shall be in no less than 12-point type, and shall include the following: "The Half Moon Bay Municipal Code provides that after all of the Tenants have continuously and lawfully occupied the property for at least thirty (30) days, a Landlord must provide a statement of cause in any notice to terminate a Tenancy. See Chapter 6.08 of the Half Moon Bay Municipal Code for more information."
- G.** It shall be a defense to an action for possession of a Residential Rental Unit under this section if a trier of fact determines that:
1. Both of the following provisions apply:
 - (a) The Tenant or Tenant's household member is a victim of an act or acts that constitute domestic violence, elder or dependent adult abuse, sexual assault, human trafficking, or stalking if the domestic violence, elder or dependent adult abuse, sexual assault, human

trafficking, or stalking has been documented by one (1) of the following:

- (i) A temporary restraining order, emergency protective order, or protective order issued within the last one hundred eighty (180) days pursuant to law that protects the Tenant or a household member from domestic violence, elder or dependent adult abuse, sexual assault, human trafficking, or stalking; or
- (ii) The Tenant or a member of their household has filed a police report within the previous one hundred eighty (180) days alleging that they are a victim of domestic violence, elder or dependent adult abuse, sexual assault, human trafficking, or stalking.

- (b) The notice to vacate is substantially based upon the act or acts constituting domestic violence, elder or dependent adult abuse, sexual assault, human trafficking, or stalking against the Tenant or their household member, including, but not limited to, an action for possession based on complaints of noise, disturbances, or repeated presence of police.

2. Notwithstanding this Section, a Landlord may terminate the Tenancy if:

- (a) The Tenant or the person protected by a court order or who filed a police report allows the person against whom the protective order has been issued or who was named in the police report as committing an act of domestic violence, elder or dependent adult abuse, sexual assault, human trafficking, or stalking, to visit the rental property; or
- (b) The Landlord reasonably believes the presence of the person against whom the protective order has been issued or who was named in the police report as having committed an act of domestic violence, elder or dependent adult abuse, sexual assault, human trafficking, or stalking poses a physical threat to other Tenants, guests, invitees, or to a Tenant's right to quiet enjoyment and the Landlord previously gave the Tenant a three (3) day written notice to cease and correct this violation.

3. The provisions of this Chapter shall not supersede any other applicable state laws relating to victims of an act of domestic violence, sexual assault, stalking, human trafficking, abuse of an elder or a dependent adult, or of

other specified crimes, as provided for in Civil Code section 1946.7 and Code of Civil Procedure sections 1161.3 and 1174.27.

- H. It shall be a defense to a no fault just cause action for possession of a Residential Rental Unit under this Chapter if a person under the age of twenty-one (21) is a resident of the subject Rental Unit, or has a custodial or family relationship with a Tenant in the subject Rental Unit, and who is registered and actively attending any level of school during a specified school term.
- I. Any waiver of the rights under this section shall be void as contrary to public policy.

Section 6.08.030– Notice of Termination of Tenancy.

- A. When terminating a Tenancy either at-fault or no-fault, a Landlord must comply with each of the following:
 - 1. The Landlord must serve a written notice in accordance with Civil Code sections 1946 through 1946.5, to the Tenant that states that, in addition to any information required by federal or State law, the Landlord will terminate the Tenancy, and that indicates at least one at-fault or no-fault just cause reason as provided in section 6.08.02 (b); and
 - 2. The Landlord has not accepted and will not accept Rent or any other consideration in return for the continued use of the Residential Rental Property beyond the term of the terminated Tenancy in compliance with Civil Code sections 1945 through 1946.5; and
 - 3. The Landlord qualifies the termination as at-fault or no-fault just cause, as specified in section 6.08.02(b); and
 - 4. The Landlord has submitted to the City, within five (5) days after service of the notice of termination on the Tenant, a true and accurate copy of the Landlord’s written notice of termination, and proof of such service, signed under penalty of perjury, on the Tenant, through the City’s Rental Registry portal. The Landlord shall maintain proof of service to the City as evidence that the Landlord has complied with this section.
 - 5. The Landlord must provide the notice in the language that the Landlord and Tenant used to negotiate the terms of the Tenancy, in addition to English.

Section 6.08.040 – Retaliatory Eviction and Anti-Harassment.

- A. Retaliatory Eviction.

1. If the main intent of the Landlord in terminating a Tenancy or refusing to renew a Tenancy is retaliatory in nature, and if the Tenant is not in default as to the payment of Rent, then the Landlord may not terminate the Tenancy or refuse to renew the Tenancy or cause the Tenant to quit involuntarily.
 2. A Tenant may assert retaliation affirmatively or as a defense to the Landlord's action regardless of the period of time which has elapsed between the Tenant's assertion or exercise of rights under this Chapter and the alleged act of retaliation.
 3. Retaliation against a Tenant because of the Tenant's exercise of rights under this Chapter is prohibited. Retaliation seeking to vacate a Stabilized Unit to establish a new Stabilized Rent is also prohibited. Retaliation claims may only be brought in court and may not be addressed administratively. A court may consider the protections afforded by this Chapter in evaluating a claim of retaliation.
- B. Anti-Harassment.** No Landlord, or any person, acting as a principal or agent, offering a Residential Rental Unit for rent, or any contractor, subcontractor or employee of the Landlord shall, with respect to a Residential Rental Unit under any Lease or other Tenancy or estate at will, however created, do any of the following:
1. Interrupt, terminate, or fail to provide Housing Services required by Lease or by federal, state, county, or local housing, health, or safety laws, or threaten to do so, or violate or threaten to violate Civil Code section 789.3.
 - (a) 'Interrupt, terminate, or fail to provide Housing Services' in this provision does not include interruptions, terminations, or failure to provide Housing Services resulting from interruptions, outages, or terminations caused by events or actions outside of the Landlord's control, such as utility outages caused by natural disaster. Further, this provision does not include stoppages, outages, terminations, and interruptions properly noticed to Tenants as required by a signed Lease or rental agreement.
 2. Take any of the following actions in bad faith:
 - (a) Fail to perform repairs and maintenance required by Lease or by federal, state, or local laws;
 - (b) Fail to exercise due diligence in completing repairs and maintenance once commenced;

- (c) Fail to follow appropriate industry repair, containment, or remediation protocols designed to minimize exposure to noise, dust, lead, paint, mold, asbestos, or other building materials with potentially harmful health impacts;
 - (d) Conduct elective renovation or construction of unit for the purpose of harassing a Tenant;
 - (e) Refuse to acknowledge or accept receipt of a Tenant's lawful Rent payment as set forth in a Rental Agreement, by usual practice of the parties, or in a notice to pay Rent or quit;
 - (f) Refuse to cash or process a check or other form of acceptable payment for over thirty (30) days after it is tendered;
 - (g) Fail to maintain a current address for delivery of payments;
 - (h) Violate a Tenant's right to privacy without limitation, by requesting information regarding residence or citizenship status, protected class status, or social security number, except as required by law or in the case of a social security number, for the purpose of obtaining information for the qualifications for a Tenancy;
 - (i) Release information protected by the Tenant's right to privacy except as required or authorized by law; or
 - (j) Request or demand an unreasonable amount of information from Tenant in response to a request for reasonable accommodation.
3. Abuse the right of access into Residential Real Property as established by Civil Code section 1954 or other applicable law. This includes entries for inspections that are not related to necessary repairs or services; entries excessive in number; entries that improperly target certain Tenants or are used to collect evidence against the occupant or otherwise beyond the scope of an otherwise lawful entry; entries or demands for entry at times outside of normal business hours, unless for health and safety reasons or if the Tenant agrees otherwise; entries contrary to a Tenant's reasonable request to change the date or time of entry; photographing or otherwise recording portions of a Rental Unit that are beyond the scope of lawful entry or inspection; and misrepresenting the reasons for accessing Residential Real Property.
4. Influence or attempt to influence a Tenant to vacate Residential Real Property through fraud, misrepresentation, intimidation or coercion, which

shall include threatening to report a Tenant to the United State Department of Homeland Security.

5. Threaten the Tenant, by word or gesture, with physical harm, or abuse Tenant with words, either orally or in writing, which are offensive and inherently likely to provoke an immediate violent reaction. This includes words used during in-person conversations, through social media postings or messages, or other communications.
6. Violate any law which prohibits discrimination based on race, gender, sexual preference, sexual orientation, ethnic background, nationality, religion, age, parenthood, marriage, pregnancy, disability, human immunodeficiency virus (HIV)/ acquired immune deficiency syndrome (AIDS), occupancy by a minor child, or source of income.
7. Take action to terminate any Tenancy, including service of any notice to quit or other eviction notice, or bring any action to recover possession of a Rental Unit based upon facts which the Landlord has no reasonable cause to believe to be true or upon a legal theory which is untenable under the facts known to the Landlord. No Landlord shall be liable under this subsection for bringing an action to recover possession unless and until the Tenant has obtained a favorable termination of that action.
8. Remove from the Rental Unit personal property, furnishings, or any other items without the prior written consent of the Tenant, except when done pursuant to enforcement of a legal termination of Tenancy.
9. Provide false written or verbal information regarding any federal, State, County, or local Tenant protections, including mischaracterizing the nature or effect of a notice to quit or other eviction notice. False information includes, without limitation, requesting or demanding a Tenant:
 - (a) Sign a new Rental Agreement not in the Tenant's Designated Primary Language if:
 - (i) Rental Agreement negotiations were conducted in the Tenant's Designated Primary Language;
 - (ii) The existing Rental Agreement is in the Tenant's Designated Primary Language; or
 - (iii) Landlord is otherwise aware that the new Rental Agreement is not in Tenant's Designated Primary Language.

- (b) Enter into a Rent repayment plan if the Landlord states, misrepresents, suggests, or implies, that the Tenant should or must do so to take advantage of Tenant protection laws that do not in fact require such plans.
- 10. Offer payments to:
 - (a) A Tenant to vacate more than once in six (6) months, after the Tenant has notified the Landlord in writing that the Tenant does not desire to receive further offers of payments to vacate;
 - (b) Attempt to coerce Tenant to vacate accompanied with threats or intimidation. This shall not include settlement offers in pending eviction actions made in good faith and not accompanied with threats or intimidation.
- 11. Communicate with Tenant in a language other than Tenant's Designated Primary Language for the purpose of intimidating, confusing, deceiving, or annoying Tenant.
- 12. Interfere with a Tenant's right to quiet use and enjoyment of a Rental Unit as that right is defined by law.
- 13. Commit repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace, or quiet of any person lawfully entitled to occupancy of such Rental Unit and that cause, are likely to cause, or are intended to cause any person lawfully entitled to occupancy of a Rental Unit to vacate such Rental Unit or to surrender or waive any rights in relation to such occupancy.
- 14. Remove a housing service for the purpose of causing the Tenant to vacate the Residential Real Property (i.e., taking away a parking space knowing that a Tenant cannot find alternative parking and must move.)
- 15. Interfere with the right of Tenant(s) to organize and engage in concerted activities with other tenants for the purpose of mutual aid and protection; provide property access to Tenant organizers, advocates, or representatives working with or on behalf of Tenants living at a property; convene Tenant or Tenant organization meetings in an appropriate space accessible to Tenants under the terms of their Lease; or distribute and post literature informing other Tenants of their rights and of opportunities to involve themselves in their project in common areas, including lobby areas and bulletin boards.
- 16. Threatening or intimidating a Tenant based on their immigration or citizenship status or otherwise disclosing a Tenant's immigration or citizenship status in

violation of California Civil Code section 1940.35(a) and California Code of Civil Procedure section 1161.4, as may be amended.

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

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

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

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

TITLE: INTRODUCTION OF AMENDMENTS TO 6.02 “HOUSING DEFINITIONS” OF TITLE 6 OF THE MUNICIPAL CODE

RECOMMENDATION:

It is recommended that the City Council, upon receiving public input, introduce an ordinance amending Chapter 6.02 titled “Housing Definitions” to incorporate defined terms from proposed New Chapter 6.06 (Residential Rent Stabilization”) and Chapter 6.08 (Tenant Protections).

FISCAL IMPACT:

There is no fiscal impact associated with adoption of the ordinance amendment.

STRATEGIC ELEMENTS:

This action supports all 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. Additionally, the City and County of San Mateo are actively working to build affordable housing at 880 Stone Pine Road. In December the City issued an Emergency Coastal Development Permit for the project referred to as "Stone Pine Cove" to produce 47 modular units on approximately 5 acres of City-owned land. The County is preparing to award contracts for on-site improvements and the purchase of all 47 modular 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 between the time that a project is conceived, and it is constructed and 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. Due to this multi-year process to develop additional housing units, with a focus on affordable housing development, the need to introduce mechanisms that protect both existing rental housing stock and renters (particularly lower-income renters), is a strategy the City Council has directed staff to initiate.

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.

On February 6, 2024, the City Council adopted the first of the four ordinances intended to support data collection, policy development and provide tenant support. This ordinance established a residential rental registration program which is scheduled to commence on June 1, 2024.

The City Council, concurrently adopted new Chapter 6.02 to new Title 6, providing a place for all housing related define terms. At the time of adoption, staff indicated that amendments would be forthcoming should the City Council adopt subsequent ordinances/programs.

On March 19, 2024, the City Council conducted a study session on rent stabilization and enhanced tenant protections. At this meeting, the City Council authorized staff to bring a new Chapter 6.06 “Residential Rent Stabilization” to the Council for consideration in April or May 2024. Staff provided a draft of amended Chapter 6.02 along with the other two draft ordinances.

The City has provided updates to the community on all aspects of tenant protections via the City Homepage and Enews. The City has posted specific updates information made the community aware of the April 16 City Council meeting via Enews and the City’s Homepage.

DISCUSSION:

The City Council is concurrently scheduled to consider adopting new Chapter 6.06 “Residential Rent Stabilization” and new Chapter 6.08 “Tenant protections” on April 16, 2024. Each of the new Chapters include specific terms which need to be defined in the context intended. Clarity in terms significantly reduces confusion by staff, landlords and tenants.

Staff has included an annotated version of amended Chapter 6.02 as Attachment 1 to the staff report. The annotations indicate the defined terms recommended to be added to coincide with adoption of new Chapter 6.06 and 6.08. It is likely that Chapter 6.02 will require amendments as the City further defines and refines its housing policies and programs.

CONCLUSION:

City Council members indicated previously that adopting enhanced tenant protections represents a moral imperative. The amendments to Chapter 6.02 are necessary to implement rent stabilization and enhanced tenant protections which in turn are supportive of City housing goals as reflected in the certified and soon to be certified Housing Element.

NEXT STEPS:

If introduced on April 16, 2024, the ordinance will be scheduled for adoption (Second Reading) on May 7.

ATTACHMENTS:

1. Annotated Amended Chapter 6.02 “Housing Definitions”
2. Ordinance including Exhibit A to Ordinance (Amended Chapter 6.02— “Housing Definitions”)

ATTACHMENT 1

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. **Annual Allowable Rent Adjustment** means the limit on the Maximum Allowable Rent increase, which a Landlord may charge on any Rental Unit each year.
- C. **Administrator** refers to the City Manager or their designee.
- D. **Base Rent** means the rent charged to a Stabilized Rental Unit on the effective day of the ordinance creating Chapter 6.06 of the Municipal Code.
- E. **Capital Improvement** means an improvement, addition or major repair to a Rental Unit that was paid for and completed after the effective date of Chapter 6.06, provided such new improvement, addition or major repair has a useful life of five (5) years or more and that is required to be amortized over the useful life of the improvement, such as: structural, electrical, plumbing, or mechanism system, roofing, carpeting, draperies, stuccoing the outside of a building, air conditioning, security gates, swimming pool, sauna or hot tub, fencing, children's play equipment permanently installed, the complete exterior painting of a building, and other similar improvements as defined under the straight line depreciation provisions of the Internal Revenue Code and the regulations which may be issued by the Administrator. Capital Improvement does not include normal or routine maintenance, repair, replacements, and/or deterioration resulting from an unreasonable delay in the undertaking of completion or after a Notice of Violation by a government agency ordering repairs.

- F. **City** means the City of Half Moon Bay.
- G. **Consumer Price Index** means, at the time of the adjustment calculation completed by the City pursuant to subsection (b), the percentage increase in the United State Consumer Price Index for all Urban Consumers, San Francisco-Oakland-Hayward region, or any successor designation of that index that may later be adopted by the U.S. Bureau of Labor Statistics) as reported and published by the U.S. Department of Labor, Bureau of Labor Statistics, for the 12-month period ending as of March of the current year.
- H. **Costa-Hawkins Act** refers to the Costa-Hawkins Rental Housing Act of 1995, as may be amended.
- I. **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 Chapter 6.06.
- J. **Fair Return Petition** means a formal request for consideration of a rent increase in excess of the standard annual rent adjustment due to extenuating and unique circumstances to the Residential Rental Property.
- K. **Hearing Officer** means a person who has been appointed by the Administrator to perform the duties set forth in this Title.
- L. **Housing Services** means those services provided and associated with the use or occupancy of a Residential Rental Unit including, but not limited to, insurance, repairs, replacement, maintenance, effective waterproofing and weather protection, painting, providing light, heat, hot and cold water, elevator service, window shades and screens, laundry facilities and privileges, janitorial services, utilities that are paid by the Landlord, refuse removal, allowing pets, telephone, parking, storage, the right to have a specified number of Tenants or occupants, computer technologies, entertainment technologies, including cable or satellite television services, and any other benefits, privileges or facilities connected with the use or occupancy of such Rental Unit including a proportionate share of the services provided to common facilities of the building in which such Residential Rental Unit is located and/or of the property on which such Residential Rental Unit is located.
- M. **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.
- N. **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.

- O. Maximum Allowable Rent** means the maximum rent which may be legally charged on any Stabilized Rental Unit covered by Chapter 6.06.
- P. Mediation Agreement** means a settlement agreement between a Landlord and Tenant derived through voluntary mediation.
- Q. Net Operating Income** means the net revenue received by the Landlord after paying the normal Operating Expenses (gross revenue less normal operating expenses).
- R. Operating Expenses** means the costs of normal operations, including, but not limited to, management, taxes, insurance, maintenance, repairs and other recurring costs.
- S. 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.
- T. Primary or Principal Residence** means the residence which is the individuals usual place of residence which is held in the name of the natural person claiming Primary Residence and cannot be held by a limited liability corporation, limited partnership or other corporate structure. Indicia of Primary Residence include:
- (1) The individual carries on basic living activities at the subject premises for extended periods;
 - (2) The subject premises are listed with other public agencies, including Federal, State and local taxing authorities as the individual's primary residence;
 - (3) Utilities are billed to and paid by the individual at the subject premises;
 - (4) A homeowner's tax exemption for the individual has not been filed for a different property;
 - (5) The occupant is not registered to vote at any other location;
 - (6) All or most of the individual's personal possessions have been moved into the subject premises;

(7) The subject premises are the place the individual normally returns to as their home, exclusive of military service, hospitalization, vacation, family emergency, travel necessitated by employment or education, incarceration, or other reasonable temporary periods of absence;

(8) Other relevant factors demonstrating a residence is the person's Primary

- U. 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.
- V. Rent Increase** means any additional Rent demanded of or paid by a Tenant for a Rental Unit, including any reduction in Housing Services without a corresponding reduction in the amount demanded or paid for Rent; or a pro rata increase in costs of Housing Services apportioned to a Rental Unit.
- W. Rent Stabilization Fee** means a fee imposed upon each unit subject to rent stabilization to cover costs of administering the program.
- X. Residential Rental Real Property** means the Residential Rental Unit along with associated common areas including parking lots, parks, offices, community rooms and laundry facilities.
- Y. 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.
- Z. Residential Rental Registry Information** means the information required to be submitted to the City pursuant to Chapter 6.06.
- AA. 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.

BB. Stabilized Unit refers to any Residential Rental Unit in the City of Half Moon Bay subject to rent stabilization under this ordinance and the Costa-Hawkins Rental Housing Act. This definition applies to any dwelling space that is actually used for residential purposes, including live-work spaces, whether or not the residential use is legally permitted.

CC. Tenancy means the right or entitlement of a Tenant to use or occupy a Rental Unit, including a Mobilehome or Mobilehome Space in a Mobilehome Park.

DD. 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.

EE. Tenant Petition means a written petition seeking to reduce an increase in rent sought by a Landlord under a Fair Return Petition.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF HALF MOON BAY AMENDING CHAPTER 6.02
“HOUSING DEFINITIONS” OF THE HALF MOON BAY MUNICIPAL CODE TO
INCLUDE NEW DEFINED TERMS INCLUDED IN PROPOSED CHAPTER 6.06
“RESIDENTIAL RENT STABILIZATION” AND CHAPTER 6.08 “TENANT
PROTECTIONS”**

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 Coastsides; 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 Coastsides; and

WHEREAS, the City Council is concurrently considering introduction of ordinances establishing rent stabilization and enhanced 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 rental protections; and

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, on February 16, 2024, the City Council adopted new Chapter 6.02 "Housing Definitions" which serves as a clearinghouse for defined housing terms for chapters of Title 6 of the Half Moon Bay Municipal Code; and

WHEREAS, the City Council conducted a work session on March 19 to discuss draft Chapter 6.06 “Residential Rent Stabilization” and Chapter 6.08 “Tenant Protections”; and

WHEREAS, following the March 19 meeting, the City Council directed staff to return with Chapter 6.06 “Residential Rent Stabilization”, Chapter 6.08 “Tenant Protections” and amendments to Chapter 6.02 “Housing Definitions” for formal consideration and possible introduction; and

WHEREAS, Chapter 6.06 “Residential Rent Stabilization” includes defined terms that are included in amendments to Chapter 6.02; and

WHEREAS, Chapter 6.08 “Tenant Protections” includes defined terms that are included in amendments to Chapter 6.02; and

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 to Chapter 6.02 of the Half Moon Bay Municipal Code. The Amendment to Chapter 6.02 "Housing Definitions" of 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 3. 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 4. 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 5. Publication. The City Clerk of the City of Half Moon Bay is hereby directed to publish this ordinance in accordance with Government Code section 36933.

SECTION 6. 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 April 2024, by the following vote:

Ayes, Councilmembers: _____

Noes, Councilmembers: _____

Absent, Councilmembers: _____

Abstain, Councilmembers: _____

Attest:

Jessica Blair, City Clerk

Joaquin Jimenez, Mayor

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. **Annual Allowable Rent Adjustment** means the limit on the Maximum Allowable Rent increase, which a Landlord may charge on any Rental Unit each year.
- C. **Administrator** refers to the City Manager or their designee.
- D. **Base Rent** means the rent charged to a Stabilized Rental Unit on the effective day of the ordinance creating Chapter 6.06 of the Municipal Code.
- E. **Capital Improvement** means an improvement, addition or major repair to a Rental Unit that was paid for and completed after the effective date of Chapter 6.06, provided such new improvement, addition or major repair has a useful life of five (5) years or more and that is required to be amortized over the useful life of the improvement, such as: structural, electrical, plumbing, or mechanism system, roofing, carpeting, draperies, stuccoing the outside of a building, air conditioning, security gates, swimming pool, sauna or hot tub, fencing, children's play equipment permanently installed, the complete exterior painting of a building, and other similar improvements as defined under the straight line depreciation provisions of the Internal Revenue Code and the regulations which may be issued by the Administrator. Capital Improvement does not include normal or routine maintenance, repair, replacements, and/or deterioration resulting from an unreasonable delay in the undertaking of completion or after a Notice of Violation by a government agency ordering repairs.

- F.** **City** means the City of Half Moon Bay.
- G.** **Consumer Price Index** means, at the time of the adjustment calculation completed by the City pursuant to subsection (b), the percentage increase in the United State Consumer Price Index for all Urban Consumers, San Francisco-Oakland-Hayward region, or any successor designation of that index that may later be adopted by the U.S. Bureau of Labor Statistics) as reported and published by the U.S. Department of Labor, Bureau of Labor Statistics, for the 12-month period ending as of March of the current year.
- H.** **Costa-Hawkins Act** refers to the Costa-Hawkins Rental Housing Act of 1995, as may be amended.
- I.** **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 Chapter 6.06.
- J.** **Fair Return Petition** means a formal request for consideration of a rent increase in excess of the standard annual rent adjustment due to extenuating and unique circumstances to the Residential Rental Property.
- K.** **Hearing Officer** means a person who has been appointed by the Administrator to perform the duties set forth in this Title.
- L.** **Housing Services** means those services provided and associated with the use or occupancy of a Residential Rental Unit including, but not limited to, insurance, repairs, replacement, maintenance, effective waterproofing and weather protection, painting, providing light, heat, hot and cold water, elevator service, window shades and screens, laundry facilities and privileges, janitorial services, utilities that are paid by the Landlord, refuse removal, allowing pets, telephone, parking, storage, the right to have a specified number of Tenants or occupants, computer technologies, entertainment technologies, including cable or satellite television services, and any other benefits, privileges or facilities connected with the use or occupancy of such Rental Unit including a proportionate share of the services provided to common facilities of the building in which such Residential Rental Unit is located and/or of the property on which such Residential Rental Unit is located.
- M.** **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.
- N.** **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.

- O. Maximum Allowable Rent** means the maximum rent which may be legally charged on any Stabilized Rental Unit covered by Chapter 6.06.
- P. Mediation Agreement** means a settlement agreement between a Landlord and Tenant derived through voluntary mediation.
- Q. Net Operating Income** means the net revenue received by the Landlord after paying the normal Operating Expenses (gross revenue less normal operating expenses).
- R. Operating Expenses** means the costs of normal operations, including, but not limited to, management, taxes, insurance, maintenance, repairs and other recurring costs.
- S. 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.
- T. Primary or Principal Residence** means the residence which is the individuals usual place of residence which is held in the name of the natural person claiming Primary Residence and cannot be held by a limited liability corporation, limited partnership or other corporate structure. Indicia of Primary Residence include:

 - (1) The individual carries on basic living activities at the subject premises for extended periods;
 - (2) The subject premises are listed with other public agencies, including Federal, State and local taxing authorities as the individual's primary residence;
 - (3) Utilities are billed to and paid by the individual at the subject premises;
 - (4) A homeowner's tax exemption for the individual has not been filed for a different property;
 - (5) The occupant is not registered to vote at any other location;
 - (6) All or most of the individual's personal possessions have been moved into the subject premises;

(7) The subject premises are the place the individual normally returns to as their home, exclusive of military service, hospitalization, vacation, family emergency, travel necessitated by employment or education, incarceration, or other reasonable temporary periods of absence;

(8) Other relevant factors demonstrating a residence is the person's Primary

- U. 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.
- V. Rent Increase** means any additional Rent demanded of or paid by a Tenant for a Rental Unit, including any reduction in Housing Services without a corresponding reduction in the amount demanded or paid for Rent; or a pro rata increase in costs of Housing Services apportioned to a Rental Unit.
- W. Rent Stabilization Fee** means a fee imposed upon each unit subject to rent stabilization to cover costs of administering the program.
- X. Residential Rental Real Property** means the Residential Rental Unit along with associated common areas including parking lots, parks, offices, community rooms and laundry facilities.
- Y. 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.
- Z. Residential Rental Registry Information** means the information required to be submitted to the City pursuant to Chapter 6.06.
- AA. 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.
- BB. Stabilized Unit** refers to any Residential Rental Unit in the City of Half Moon Bay subject to rent stabilization under this ordinance and the Costa-Hawkins Rental Housing Act. This definition applies to any dwelling space that is actually used for residential purposes, including live-work spaces, whether or not the residential use is legally permitted.
- CC. Tenancy** means the right or entitlement of a Tenant to use or occupy a Rental Unit, including a Mobilehome or Mobilehome Space in a Mobilehome Park.
- DD. 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.
- EE. Tenant Petition** means a written petition seeking to reduce an increase in rent sought by a Landlord under a Fair Return Petition.

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

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

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: Captain Rebecca Albin, San Mateo County Sheriff's Office, Chief of Police Services

TITLE: **AUTOMATED LICENSE PLATE READERS PILOT PROGRAM**

RECOMMENDATION:

Receive a report and provide direction to Staff whether to move forward with implementation of an Automated License Plate Reader (ALPR) pilot program at specified locations within Half Moon Bay.

FISCAL IMPACT:

The two-year pilot program is estimated to cost approximately \$110,000 and would be funded by Citizens' Option for Public Safety (COPS) grant funds, which are received from the State on an annual basis to supplement existing front-line law enforcement services.

STRATEGIC ELEMENTS:

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

BACKGROUND:

On August 15, 2023, the Sheriff's Office presented their Annual Report for FY 2022-23. Following the presentation, Council requested a future update on Automated License Plate Readers (ALPR), including advancements in technology, protection of data, and other previously identified concerns, as well as how the deployment of ALPR might provide specific benefits to the residents of Half Moon Bay in curbing crime trends and helping improve community safety.

The question of using ALPR in Half Moon Bay was previously discussed at Council meetings in 2019. Some Council and community members voiced concerns about then-current technology, data protection, immigration issues, and privacy. Ultimately, the Council opted to await a then in-progress State audit of ALPR use in other jurisdictions. That audit found that most jurisdictions lacked sufficient policies and procedures, and often failed to follow policies that were in place or audit their own use of the technology. The State audit also cited a lack of safeguards to protect the data collected, and jurisdictions retained the data longer than necessary for the technology's stated purpose. Ultimately, the City did not revisit the use of ALPR due to the onset of the COVID-19 pandemic in early 2020.

Recently, in response to community concerns regarding improper and illicit activity, the Sheriff (with consent of the City) placed a mobile ALPR unit in the vicinity of Pilarcitos and Kelly Avenues. This action followed neighborhood meetings and general consensus agreement to, among other strategies, utilize mobile ALPR technology. The mobile unit has since been removed following a significant de-escalation of activity in the area. Additionally, over the past year the City and Sheriff have heard from community members and businesses seeking ways to keep their homes and businesses safer. Many of these conversations have included questions about whether ALPR technology is being utilized in Half Moon Bay and, if not, can it be implemented in Half Moon Bay.

Based on the direction from City Council in 2023, Staff and the Sheriff have gathered information on the current technology being utilized by the County and other jurisdictions, best practices related to the use of ALPR, and reviewed updated policies on their use, including safeguarding data and imagery collected by ALPR. The Sheriff has recently updated their ALPR use policy, which now includes best practices, enhanced protections, and safeguards being utilized successfully in other jurisdictions. In 2023, the Sheriff and County also updated their policies related to collaboration with federal agencies on immigration enforcement issues. The new policies restrict the County from cooperating with ICE without a federal judicial warrant.

Staff also met with local representatives of the ACLU earlier this year to inform them of the City's intent to discuss ALPR and to seek their input. The ACLU indicated concerns about the effectiveness of the technology in solving crimes, privacy, and potential abuses of data. The City received a follow-up letter which is attached.

A study session was held on February 20, 2024, which included presentations by the ACLU and Sheriff, as well as public comment. Following a long discussion, the Council asked Staff to return with the following:

- Information about the process employed by the City of Palo Alto during their recent ALPR Deployment, specifically regarding their Surveillance Use policy.
- Information on top calls for service in Half Moon Bay to correlate with how ALPR technology could assist with the types of crimes most predominantly experienced within City limits.
- Potential locations for installation of ALPR in Half Moon Bay (based upon analyzing traffic patterns and crime patterns) as well as a budget for their installation and use.

DISCUSSION:

ALPR technology and implementation have evolved significantly since prior conversations. Notably, the ALPR technology being considered does not capture personal identifying information (PII), does not possess the ability to conduct facial recognition, nor does it share information with private third parties. The Sheriff's Office believes the technology is proving to be an effective deterrent, investigative aid, and crime fighting tool wherever deployed.

Flock Safety (Flock) has emerged as an industry leader in license plate recognition technology. Flock license plate recognition technology is currently being utilized by the Sheriff's Office in unincorporated areas as well as contract cities of Millbrae, San Carlos, Woodside, and Portola Valley. The technology is being used by most Cities within San Mateo County, throughout the Bay area, and the State of California. Automated License Plate Reader (ALPR) technology provides a means to identify vehicles of interest following a crime. The technology utilizes cameras which are directed at the body of car and license plate to capture the license plate (state, partial, paper, and no plate) and vehicle details (type and color) along with the time, date, and location of image capture. No images of the driver or other occupants are captured, and the technology does not include any capacity for facial recognition. Flock Safety technology is currently utilized by the San Mateo County Sheriff's Office in unincorporated areas of the County including the Coastsides. The technology is widely used by other cities throughout San Mateo County. Similar technology is also utilized throughout the Bay Area to manage toll lanes, bridges, and traffic signals. The Sheriff's Office has found ALPR to be an invaluable resource, acting as a force multiplier, allowing the capture of information that may have otherwise been lost given the constraints of not always being able to be everywhere at all times. The force multiplier element is an important element for Half Moon Bay and the greater Coastsides given the patrol coverage, size of the area, and level of transient visitors.

The unique topography of Half Moon Bay allows those who live and work here to literally be separated from the rest of the Bayside cities, which in the case of ALPR is a benefit because it means anyone coming to commit crimes here would typically need to drive a car to do so. Additionally, there are times crimes occur, when witnesses may be reticent to come forward to share vital information like what the car looked like that fled the scene past where they live. ALPR technology can alleviate that, by capturing the vehicle's image and license plate, giving investigators a key piece of evidence to pursue.

In speaking with community members, the two main questions raised were, "Will ALPR be used to enforce laws from other states?" and, "Will ALPR be used for immigration purposes?" The answer is a resounding no to both questions. The San Mateo County Sheriff's Office has recently updated its ALPR policy to make sure it is consistent with best practices and language based on guidance from the State Attorney General's Office, current state law, and the San Mateo County Attorney's Office. The policy is included in its entirety as Attachment 2 to this report. The policy provides clear understanding of the standard for records retention while providing local agencies the flexibility for longer retention.

ALPR are typically affixed to existing infrastructure (i.e. street signs, light poles, etc.), and are powered by on-board batteries and solar panels. Potential locations identified for pilot program deployment include the bookends and major entry/exit points to the Half Moon Bay downtown

business district, and streets with beach access that often result in calls for service, especially over Holiday weekends and the summer months.

Through the requested analysis, Staff has identified the following potential locations for installation of ALPR:

- N/B Highway 1 and Main Street
- S/B Highway 1 and Main Street
- E/B Strawflower Shopping Center
- W/B Strawflower Shopping Center
- Highway 92 and N/B Main Street
- Highway 92 and S/B Main Street
- E/B Kelly West of Highway 1
- W/B Kelly East of Highway 1
- E/B Kelly East of Highway 1
- W/B Kelly West of Highway 1
- N/B Main and Highway 1 at Higgins Canyon Road
- S/B Main and Highway 1 at Higgins Canyon Road
- E/B Redondo Beach Road
- W/B Redondo Beach Road
- E/B Wavecrest Road at Highway 1
- E/B Poplar Street at Railroad

A total of 16 ALPR are recommended at these locations for the pilot, and the cost of installation and use of the technology for two years is approximately \$110,000.

If the Council directs, Staff will negotiate a contract with Flock Safety and return for approval. Staff will provide regular updates to the Council and community on the status of the project and throughout the pilot period.

ATTACHMENT:

1. Letter dated January 8, 2024, from the ACLU North Peninsula Chapter
2. San Mateo County ALPR Administrative Policy



January 8, 2024

Matthew Chidester, Half Moon Bay City Manager
Captain Rebecca Albin, Half Moon Bay Police Chief
501 Main Street
Half Moon Bay, CA 94019

VIA EMAIL

Re: Consideration of Automated License Plate Readers

Dear Matthew and Captain Albin,

We appreciated the lively and frank discussion on December 21 and are writing to follow up with the resources we promised.

Despite public perception, property and violent crimes fell in the first half of 2023 compared to the first half of 2022.¹ There was an uptick in property and violent crime in 2022 as the destabilizing effects of the pandemic took their toll, but even then rates remained well below historic levels.² These statistics may be cold comfort for community members who have experienced property and violent crime this past year, but decision- and policy-makers as well as law enforcement should avoid using ineffective tools to address these issues and remain focused on advancing strategies that work: reducing youth violence, strengthening families and communities, and targeting the long-standing barriers to opportunity, including poverty and housing instability, that disproportionately impact Black, Latinx, and other communities of color.

ALPRs are of Questionable Effectiveness in Solving Crime

ALPR systems have not been meaningfully demonstrated to either prevent crime or improve public safety. To the contrary, studies indicate that ALPRs do not have a deterrent effect on

¹ Based on data released by the FBI from 48 major California cities. November 15, 2023, *Crime, Especially Homicide, Declines in California Cities in First Half of 2023*, Center of Juvenile & Criminal Justice. Available at <https://www.cjcj.org/news/research-memo/crime-especially-homicide-declines-in-california-cities-in-first-half-of-2023>.

² October 2023, *Crime Trends in California*, Public Policy Institute of California. Available at <https://www.ppic.org/publication/crime-trends-in-california/>.

crime, with a recent analysis of ALPR cameras in Alameda County finding that auto thefts actually increased following installation of a system in 2020, ending a period of steady decline.³ And while ALPR vendors make efficacy claims about their technology in reducing crime, public safety experts note that any reduction in crime cannot be attributed to ALPR themselves.⁴

Moreover, the error rate of the readers is astonishingly high. A randomized control trial in Vallejo, California, found that 37 percent of all ALPR “hits” from fixed readers and 35 percent from mobile ALPRs were misreads.⁵

ALPRs Threaten Residents’ Privacy, Particularly In Historically Overpoliced Communities

The privacy concern with ALPRs stems in large part from their characteristic of collecting the location information and images of *every* vehicle that crosses their path, not just those that are associated with a crime. The photos and all other related information typically are retained in a database in which data from a multitude of law enforcement agencies is stored. Together these databases routinely contain hundreds of millions of data points revealing the travel histories of millions of drivers who have committed no crime. The data from ALPRs can be collected, stored, and analyzed in a manner that reveals sensitive details about where those drivers work, live, associate, worship, seek medical care, and travel.⁶

The privacy concern is heightened by the fact that ALPRs have been known to be disproportionately deployed in historically over-policed neighborhoods regardless of crime rates.⁷

Given these serious privacy concerns, particularly for our more vulnerable neighbors, it is important to note the vanishingly small amount of potentially useful information collected from ALPRs in proportion to the vast quantity of data they scoop up. For example, between 2016 and 2017, the Los Angeles County Sheriff’s Department scanned 234.36 million license plates with a 0.22 percent hit rate, the San Bernardino County Sheriff’s Department scanned 162.69 million license plates with a 0.06 percent hit rate, and the Sacramento Police Department scanned 116.23 million license plates with a 0.1 percent hit rate.⁸

ALPR Data is Susceptible to Abuse

³ <https://twitter.com/laurendo/status/1473414317605150722?s=11>

⁴ 8 Louise Matsakis, Flock Safety Says Its License Plate Readers Reduce Crime. It’s Not That Simple, WIRED (Oct. 24, 2019), <https://www.wired.com/story/flock-safety-license-plate-readers-crime/>

⁵ Jason Potts, Research in Brief: Assessing the Effectiveness of Automatic License Plate Readers, THE POLICE CHIEF, March 2018, <https://theiacp.org/sites/default/files/2018-08/March%202018%20RIB.pdf>.

⁶ <https://www.aclu.org/documents/you-are-being-tracked-how-license-plate-readers-are-being-used-record-americans-movements>

⁷ <https://www.eff.org/deeplinks/2015/01/what-we-learned-oakland-raw-alpr-data>

⁸ [up.https://www.eff.org/pages/automated-license-plate-reader-dataset](https://www.eff.org/pages/automated-license-plate-reader-dataset)

California and the Bay Area are not immune from the unfortunate reality of misuse of the vast troves of data collected by ALPRs.

- The Marin County Sheriff settled a case in 2022 regarding the sharing of ALPR information with out-of-state agencies including Federal Immigration and Customs Enforcement.⁹
- 71 California law enforcement agencies are being accused of making ALPR data accessible to states that criminalize crossing state lines for abortion, which could be used to place an out-of-state abortion seeker at a California clinic.¹⁰
- A Black Walnut Creek man was pulled over, forced to his knees at gunpoint and handcuffed in front of his wife and daughters because of a license plate reader error.¹¹
- A Black San Francisco woman was forced out of her car at gunpoint and handcuffed because of a license plate reader error, resulting in a \$495,000 settlement with the city.¹²

The Half Moon Bay City Council's Concerns with ALPRs in 2019 Still Apply

The city declined ALPRs four years ago pending a state audit of ALPRs.¹³ The audit¹⁴ is instructive for many of the pitfalls of ALPRs and the multitude of shortcomings exhibited by the agencies tasked with their data management.

We welcome a follow-up meeting and look forward to continuing the discussion. In the interests of full transparency, we note that we might also reach out to city council members as bandwidth and interest permit.

Sincerely,

Jason Miles
Robin Montoya
Chowning Poppler
Beth von Emster

⁹ <https://www.aclunc.org/news/community-activists-reach-settlement-marin-county-sheriff-unlawfully-sharing-drivers-locations>

¹⁰ <https://www.aclunc.org/news/civil-liberties-groups-demand-california-police-stop-sharing-drivers-location-data-police-anti>

¹¹ <https://www.mercurynews.com/2021/06/23/opinion-at-gunpoint-police-handcuffed-me-because-of-a-license-reader-error/>

¹² <https://www.aclu.org/news/privacy-technology/san-francisco-woman-pulled-out-car-gunpoint-because>; https://www.sfexaminer.com/news/city-set-to-approve-wrongful-arrest-suit-settlement/article_2606ea3a-bd84-56b1-be3f-e6d608c397ca.html

¹³ https://www.hmbreview.com/news/state-audits-license-plate-readers/article_a75ef500-a348-11e9-ae13-fb224b7a6644.html

¹⁴ <https://www.auditor.ca.gov/reports/2019-118/summary.html#:~:text=Our%20audit%20of%20the%20use,ALPR%20images%20and%20associated%20data.>

Automated License Plate Readers (ALPRs)

420.1 PURPOSE AND SCOPE

The purpose of this Policy is to establish policy and procedures for the use and oversight of the San Mateo County Sheriff's Office Automated License Plate Reader (ALPR) technology.

420.1.1 DEFINITIONS

Automated License Plate Reader (ALPR): A device that uses cameras and computer technology to compare digital images of license plates to existing law enforcement inquiries and/or investigations lists.

Detection: An ALPR read of a license plate within public view, including potential images of the plate and vehicle on which it was displayed, and information regarding the location of the ALPR at the time the data was obtained.

Hit: An alert from the ALPR system that a scanned license plate number may be in the National Crime Information Center (NCIC) or other law enforcement database for a specific reason including, but not limited to, being related to a stolen vehicle, wanted person(s), missing person(s), domestic violence protective order, registered sex offender or terrorist-related activity.

Hotlist: License plate(s) associated with existing law enforcement investigations.

Plate of Interest: A license plate appearing on a hotlist or that has been entered into the ALPR database and is believed to be associated with criminal activity and/or a vehicle/person of interest.

420.2 POLICY

It is the policy of the San Mateo County Sheriff's Office (SMCSO) to utilize ALPR technology only for official and legitimate law enforcement purposes, with the goal being to increase the efficiency and effectiveness of its public safety efforts in a manner that safeguards the legitimate privacy concerns of law abiding citizens. Consistent with Civil Code 1798.90.55, the Sheriff's Office shall provide the opportunity for public comment at a regularly scheduled meeting of the governing body of any area prior to the installation of any fixed ALPR camera.

Office personnel may use the ALPR system for official use only. Any matches received from the ALPR must be verified before enforcement action is taken unless exigent circumstances exist. ALPR data shall be retained for a minimum of thirty (30) days. Intelligence and investigative information may be retained for a longer period. Local governments may decide to retain their own ALPR data for a longer period.

420.3 GENERAL

1. ALPRs shall be used only by authorized employees of this Office who have been trained and certified in the use of the equipment pursuant to SMCSO requirements. Training shall consist of policy review and an examination via the Learning Management System (LMS).
2. No civilian or sworn member shall use or authorize the use of any ALPR system or any ALPR database information for any reason other than official law enforcement purposes.
3. A positive Hit within the ALPR Program does not establish probable cause unless other significant factors for a detention exist. Absent exigent circumstances, or other information that helps to establish probable cause for a detention, the Hit information/data must be confirmed prior to taking any related law enforcement action.

420.4 ROLES AND RESPONSIBILITIES

General Use

1. ALPR systems shall be deployed solely for official law enforcement purposes, including, but not limited to:

- A. Locating stolen vehicles, carjacked vehicles, stolen license plates, wanted or missing persons, or vehicles on the Hotlist;
- B. Canvassing areas surrounding recent crimes to capture license plates that may be connected to the crime event; and

2. ALPR Administrator

- A. The ALPR Administrator duties and Official Custodian duties are the responsibility of the Administrative Sergeant or designee for the applicable area.
- B. The ALPR Administrator shall ensure all ALPR system equipment is inspected, at a minimum, on a quarterly basis.
- C. The ALPR Administrator shall coordinate all training for use of the ALPR systems and related technologies.
- D. No member of the Office shall operate ALPR equipment or access ALPR data without first completing department-approved training.
- E. The following classifications are authorized to be trained in the use of the ALPR system:
 - i. Duly sworn peace officers.
 - ii. Professional staff whose duties require or call for the use of the system or data, for example, Community Service Officers assigned to investigative positions or Crime Analysts.

- F. Training in the use of the system shall consist of:
- i. Privacy and civil liberties protections.
 - ii. Legal authorities, developments and issues involving the use of ALPR data and technology.
 - iii. Current Office policy regarding appropriate use of ALPR systems.
 - iv. Technical, physical, administrative and procedural measures to protect the security of ALPR data against unauthorized access or use; and
 - v. Practical exercises in the use of the ALPR system.
- G. The ALPR Administrator shall submit an ALPR quarterly report to the Area Commander of any deployment of ALPR technology:
- i. The report will include at a minimum, total detections and hits generated from the ALPR equipment and confirmation that there is no data in the system older than is permitted by this policy.
- H. The Sheriff's Office will give an annual report to the Governing Bodies on the number of license plates captured in any given time period, number of times the data was accessed by law enforcement, including but not limited to, a report from the law enforcement agency as to how many of the license plates included in the data accessed were Hits on an active wanted list, the number of inquiries made by law enforcement personnel by agency relative to the data, the justification(s) for those inquiries, and information on any data retained beyond retention periods (maximum of 12 months) and the reasons for such retention.
- I. The ALPR Administrator shall conduct periodic audits of user queries as well as update access to the database. This includes eliminating access to persons separated from the organization for any reason.

3. ALPR Operators

- A. Shall ensure the ALPR cameras are properly affixed to the assigned Sheriff's patrol vehicle prior to starting their shift; inspecting units for damage or excessive wear.
- B. Upon discovery of any ALPR equipment that is inoperable or damaged in any way, the Operator shall:
 - i. Immediately notify the ALPR Administrator in writing.
 - ii. Document the damage/issue on the County Vehicle Damage form.

- C. Shall start the ALPR system software to activate the system and receive the automatic updated Hotlist at the beginning of each shift.
 - i. ALPR units installed on marked Sheriff's patrol vehicles shall be activated and used at all times unless the operator of the vehicle has not been trained and certified to use the system.
 - ii. Staff assigned unmarked Sheriff's vehicles equipped with an ALPR system may use their discretion on removing the external ALPR cameras based on mission needs.
- D. Shall ensure that the ALPR system software, hardware, and GPS are fully operational.
- E. Shall not attempt to repair defective or inoperable ALPR equipment

4. ALPR Hits

- A. When an alarm is received alerting operators of a positive Hit from the Hotlist database, a digital image of the license plate will be displayed on the mobile data computer screen.
- B. Absent exigent circumstances, or other information to establish probable cause for a detention, ALPR operators shall compare the digital image of the license plate to the Hotlist information to verify the Hit for both the state in which the license plate was issued and characters on the plate. ALPR systems will alert based on the alpha numeric characters displayed for license plates issued and false positives are possible based on license plates with the same numbers from other states. ALPR systems may also misread letters and numbers of similar shapes. This is the primary reason that, absent exigent circumstances, all positive Hits must be confirmed prior to taking law enforcement action.
- C. Absent exigent circumstances, or other information to establish probable cause for a detention, ALPR operators shall confirm the ALPR information by radio or mobile data computer to immediately confirm the Hit prior to taking enforcement or any other type of action.

420.5 ALPR DATA

- A. Internal Data
 - i. All ALPR data downloaded to the server will be stored for one year or the length of time approved by the jurisdiction in which it is deployed. After that time has elapsed, the data will be purged. If the applicable data has become, or it is reasonable to believe will become, evidence in a criminal or civil action, or is subject to a lawful action to produce records, it should be downloaded from the server onto portable media and booked into evidence.

B. Sharing Data

- i. Detection data generated from SMCOSO ALPR systems will be shared with requesting law enforcement agencies only after it is determined that the request is for official and legitimate law enforcement purposes.

C. Hotlists

- i. State and/or national standing Hotlists will be automatically downloaded into the ALPR database a minimum of once a day with the most current data overwriting the old data.
- ii. The Hits from these data sources should be viewed as informational; created solely to bring to law enforcement's attention the specific license plates that have been, or may have been, associated with criminal activity.

D. Plates of Interest

- i. License plate data added to the database will have an expiration date of no longer than 30 days.
- ii. Plates entered into the ALPR database will contain the following information as a minimum:
 - (a) Entering Deputy's name and contact information.
 - (b) Corresponding SMCSO event number.
 - (c) Short synopsis of the reason why the plate has been entered into the system. This information should be as descriptive as reasonable under the circumstances.

420.6 PROHIBITED USE

- A. ALPR usage is prohibited from invading the privacy of individuals or looking into private area or areas where a reasonable expectation of privacy exists, nor shall they be used to harass, intimidate or discriminate against any individual or group, nor for any purpose not specifically authorized by this policy.
- B. Unauthorized access, possession or release of data is a violation of policy and various federal and state criminal statutes. Any employee who accesses, possesses or releases data from the ALPR database without authorization or in violation of this policy and such additional policies established by this Office, may face discipline up to and including termination, criminal prosecution and/or civil liability.
- C. The Sheriff's Office does not permit the sharing of ALPR data gathered by the Office or its contractors/subcontractors/municipalities for purpose of federal immigration enforcement, pursuant to the California Values Act (Government Code § 7282.5; Government Code § 7284.2 et seq) – these federal immigration agencies include Immigrations and Customs Enforcement (ICE) and Customs and Border Patrol (CPB).

- D. The Sheriff's Office will also consider the California Reproductive Privacy Act (Health and Safety Code § 123460 - § 123469) before approving the sharing of ALPR data for the purpose of investigating any person seeking to exercise their reproductive health care rights within California. The Sheriff's Office does not permit the sharing of ALPR data gathered by the Office or its contractors/subcontractors for the purpose of prosecuting, investigating or initiating any legal proceeding against any person for the exercise of reproductive health care rights as defined by California law.
- E. The Sheriff's Office will not share ALPR data with federal or out-of-state agencies in compliance with Civil Code §§1798.90.55(b) and 1798.90.5(f).

420.7 REFERENCES

- (a) Vigilant Solutions Car Detector User Manual
- (b) Civil Code § 1798.90.51; Civil Code § 1798.90.53