



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

TUESDAY, MAY 7, 2024

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

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

7:00 PM

This agenda contains a brief description of each item to be considered. Those wishing to address the City Council on any matter not listed on the agenda, but within the jurisdiction of the City Council to resolve, may come forward to the podium during the Public Forum portion of the agenda and will have a maximum of three minutes to discuss their item. Comments on City Manager Updates and Consent Calendar items should be made during the Public Forum section of the agenda. Those wishing to speak on a Business or Public Hearing matter will be called forward at the appropriate time during that item's consideration.

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

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

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

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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

MENTAL HEALTH AWARENESS MONTH PROCLAMATION

MAYOR'S ANNOUNCEMENTS OF COMMUNITY ACTIVITIES AND COMMUNITY SERVICE

REPORT OUT FROM RECENT CLOSED SESSION MEETINGS

CITY MANAGER UPDATES TO COUNCIL

SUSTAINABILITY UPDATES

TRANSPORTATION GRANTS UPDATE

HEALTH SERVICES UPDATE

PUBLIC SERVICE WEEK RECOGNITION

PUBLIC FORUM

1. CONSENT CALENDAR

1.A WAIVE READING OF RESOLUTIONS AND ORDINANCES

1.B TENANT PROTECTIONS ORDINANCE - SECOND READING

Staff Recommendation: Waive second reading and adopt an ordinance creating a new Chapter 6.08 titled "Tenant Protections."

[STAFF REPORT](#)

[ORDINANCE](#)

1.C HOUSING DEFINITIONS ORDINANCE - SECOND READING

Staff Recommendation: Waive second reading and adopt 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](#)

[ORDINANCE](#)

1.D RESIDENTIAL RENT STABILIZATION ORDINANCE - SECOND READING

Staff Recommendation: Waive second reading and adopt an ordinance creating a new Chapter 6.06 titled “Residential Rent Stabilization.”

[STAFF REPORT](#)

[ORDINANCE](#)

1.E RECEIPT OF LEGISLATIVE POSITION LETTERS

Staff Recommendation: Receive and file position letters for Senate Bill 1077 and Senate Bill 1092.

[STAFF REPORT](#)

[ATTACHMENT](#)

1.F DENY CLAIM OF MERRY KATHY RAILSBACK

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

[STAFF REPORT](#)

[ATTACHMENT](#)

1.G PROFESSIONAL SERVICES AGREEMENT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI) FOR LICENSING OF SMALL LOCAL GOVERNMENT CLOUD-BASED GIS SOFTWARE

Staff Recommendation: Adopt a resolution waiving the requirement for solicitation of bids pursuant to Chapter 3.98 of the Municipal Code (Purchasing of Supplies, Equipment and Services) and authorizing the City Manager to execute a professional services agreement with Environmental Systems Research Institute, inc., in an amount not to exceed \$48,000 for a term of three years for the purchase of a small local government cloud-based enterprise agreement annual subscription GIS license.

[STAFF REPORT](#)

[ATTACHMENT 1](#)

[ATTACHMENT 2](#)

2. ORDINANCES AND PUBLIC HEARINGS

3. RESOLUTIONS AND STAFF REPORTS

3.A MUNICIPAL ENERGY IMPROVEMENTS - ENERGY SERVICE CONTRACT WITH WILLDAN ENERGY SOLUTIONS

Staff Recommendation: As required by California Government Code section 4217.12, adopt a resolution authorizing the City Manager to enter into an Energy Service Contract with Willdan Energy Solutions, for comprehensive solar photovoltaic (PV) system purchase and municipal energy related improvements, to increase the energy efficiency of all municipal facilities and operations, with a total expenditure amount not to exceed \$1,485,000, which includes a 10% contingency.

[STAFF REPORT](#)

[ATTACHMENT 1](#)

[ATTACHMENT 2](#)

[ATTACHMENT 3](#)

3.B 2024 SUMMER BEACH UPDATE

Staff Recommendation: Receive the 2024 Summer Beach Update on City and Sheriff's Office efforts for the notification, management, and enforcement for beaches and access points within the City limits and provide feedback to staff.

[STAFF REPORT](#)

3.C COMMUNITY SERVICES FINANCIAL ASSISTANCE PROGRAM

Staff Recommendation: Receive a subcommittee update on the Community Services Financial Assistance (CSFA) grant program and provide guidance to staff on grant amounts and parameters for Fiscal Year 2024-25 with the option to extend contracts a second year (through FY 2025-26), contingent on available funding.

[STAFF REPORT](#)

[ATTACHMENT](#)

3.D APPOINTMENTS TO CITY COMMISSIONS

Staff Recommendation: Mayor Jimenez to make a nomination to the Parks and Recreation Commission to fill a vacant seat.

[STAFF REPORT](#)

[ATTACHMENT](#)

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: **May 7, 2024**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: Jessica Blair, Communications Director / City Clerk

TITLE: **TENANT PROTECTIONS ORDINANCE – SECOND READING**

RECOMMENDATION:

Waive second reading and adopt an ordinance creating a new Chapter 6.08 titled “Tenant Protections.”

FISCAL IMPACT:

There is no fiscal impact associated with this action.

STRATEGIC ELEMENTS:

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

DISCUSSION:

On April 16, 2024, the City Council introduced the ordinance following the conduct of a duly-noticed public hearing. As required by law, the ordinance appears for second reading and adoption at a regular meeting more than five days past introduction.

ATTACHMENT:

Ordinance 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.

ADOPTED at a regular meeting of the City Council of the City of Half Moon Bay, California, held on the 7th day of May 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 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: **May 7, 2024**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: Jessica Blair, Communications Director/City Clerk

TITLE: **HOUSING DEFINITIONS ORDINANCE – SECOND READING**

RECOMMENDATION:

Waive second reading and adopt 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*.

DISCUSSION:

On April 16, 2024, the City Council introduced the ordinance following the conduct of a duly-noticed public hearing. As required by law, the ordinance appears for second reading and adoption at a regular meeting more than five days past introduction.

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 Coastside; and

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

WHEREAS, the City 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.

ADOPTED at a regular meeting of the City Council of the City of Half Moon Bay, California, held on the 7th day of May 2024, by the following vote:

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

Attest:

Jessica Blair, City Clerk

Joaquin Jimenez, Mayor

EXHIBIT 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: **May 7, 2024**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: Jessica Blair, Communications Director/City Clerk

TITLE: **RESIDENTIAL RENT STABILIZATION ORDINANCE – SECOND READING**

RECOMMENDATION:

Waive second reading and adopt an ordinance creating a new Chapter 6.06 titled “Residential Rent Stabilization.”

FISCAL IMPACT:

There is no fiscal impact association with this action.

STRATEGIC ELEMENTS:

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

DISCUSSION:

On April 16, 2024, the City Council introduced the ordinance following the conduct of a duly-noticed public hearing. As required by law, the ordinance appears for second reading and adoption at a regular meeting more than five days past introduction.

ATTACHMENT:

Ordinance 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.

ADOPTED at a regular meeting of the City Council of the City of Half Moon Bay, California, held on the 7th day of May 2024, by the following vote:

- Ayes, Councilmembers:
- Noes, Councilmembers:
- Absent, Councilmembers:
- Abstain, Councilmembers:

Attest:

Jessica Blair, City Clerk

Joaquin Jimenez, Mayor

EXHIBIT A

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;

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 6.06.100 – 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 6.06.130 – 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 6.06.140 -- 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 6.06.150 – 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 6.06.160 – 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 6.06.170 – 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 6-06.180 – 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: **May 7, 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 Senate Bill 1077 and Senate Bill 1092.

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 Senate Bill 1077 and Senate Bill 1092.



April 16, 2024

The Honorable Catherine Blakespear
California State Senate
1021 O Street, Suite 7340
Sacramento, CA 95814

**Re: SB 1077 (Blakespear) Coastal resources: local coastal program: amendments: accessory and junior accessory dwelling units (As Amended - 4/10/2024)
Letter of Support – City of Half Moon Bay**

Dear Senator Blakespear,

On behalf of the City of Half Moon Bay, I write to express my support for your bill, SB 1077, which would require the California Coastal Commission (CCC) to develop and provide guidance for local governments to facilitate the preparation of amendments to a local coastal program to clarify and simplify the permitting process for accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) within the coastal zone.

Half Moon Bay has worked diligently to help spur housing development, especially affordable housing development, in our coastal community. ADUs and JADUs can be part of the solution to our housing crisis. SB 1077 will make it easier for cities like Half Moon Bay to refine our LCP, thereby making it easier for coastal homeowners to add ADUs and JADUs to their properties.

While this bill has had to take several amendments and as such has deviated from its original form, I believe SB 1077 will still prove to be a valuable tool for municipalities across California.

Thank you for your leadership on this important topic and again, I am pleased to support SB 1077.

Sincerely,

Joaquin Jimenez
Mayor
City of Half Moon Bay

Cc: Assembly Appropriations Committee
Assembly Member Marc Berman
Senator Josh Becker



April 16, 2024

The Honorable Catherine Blakespear
California State Senate
1021 O Street, Suite 7340
Sacramento, CA 95814

**Re: SB 1092 (Blakespear) Coastal resources: multifamily housing development: coastal development permits: appeals: report (As Amended – 4/3/2024)
Letter of Support – City of Half Moon Bay**

Dear Senator Blakespear,

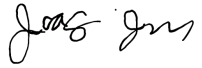
On behalf of the City of Half Moon Bay, I write to express my support for your bill, SB 1092, which would require the California Coastal Commission (CCC), on or before January 1, 2028, to provide a report to the Legislature that provides specified information regarding appeals filed after January 1, 2025 regarding coastal development permits for multifamily housing developments that are appealed, approved, or denied.

As you have stated, to increase housing production, the Legislature has passed reforms to require government agencies responsible for processing housing development permits to improve their processes. Despite these reforms, affordable housing and market-rate developers report that they still experience uncertainty in the timelines for the Coastal Development Permit (CDP) process. This is extremely concerning from our perspective.

The City of Half Moon Bay is committed to addressing the housing and homelessness crisis head on and has made great strides to not only plan for development, but to also help with the financing of development in some instances, most recently with our farmworker housing projects. California and the Legislature need additional information from the Coastal Commission to determine the extent of the housing problem in the Coastal Zone and to pass legislation to fix this problem. SB 1092 will do exactly that, by providing information on: the percentage of coastal development permits for multifamily housing developments that are appealed, approved, or denied, along with summary statistics, including statistics that are calculated using mean, median, and standard deviation measures for appeals on multifamily housing developments.

At its core, SB 1092 is a transparency bill, one that will shed light on what needs to be fixed in our coastal zone development procedures. Thank you for your work on this issue and again, I am pleased to support SB 1092.

Sincerely,



Joaquin Jimenez
Mayor
City of Half Moon Bay

Cc: Assembly Appropriations Committee
Assembly Member Marc Berman
Senator Josh Becker

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

FOR MEETING OF: May 7, 2024

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: Lisa Rossi, Administrative Service Director/ Risk Manager
Catherine Engberg, City Attorney

TITLE: DENY CLAIM OF MERRY KATHY RAILSBACK

RECOMMENDATION:

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

FISCAL IMPACT:

There is no fiscal impact associated with this report.

STRATEGIC ELEMENT:

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

BACKGROUND:

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

A claim was filed by Robert F. Buzzard, Attorney on behalf of client Merry Railsback on April 11, 2024, alleging negligence by City staff and its agents. Ms. Railsback suffered several broken bones, and injuries to her back and neck during the Pumpkin Festival because of an interaction with a dog. She contends that safety officers present at the event were not duly enforcing the City's Ordinance Chapter 8.04, which provides regulations for dogs in public areas.

The claim was submitted to Sedgwick for review and investigation. Sedgwick issued a status report on April 23, 2024, recommending formal rejection of the claim. The basis for the rejection is in accordance with Government Code § 912.6, which states the following:

(a) In the case of a claim against a local public entity, the board may act on a claim in one of the following ways: (1) If the board finds the claim is not proper charge against the public entity, it shall reject the claim.

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

ATTACHMENTS:

Claim Form



CITY OF HALF MOON BAY

501 Main Street
Half Moon Bay, CA 94019
(650) 750-2034

Liability Claim Form

COMPLETE THE FOLLOWING, ADDING ADDITIONAL SHEETS AS NECESSARY.

1. CLAIMANT'S NAME (Print): Merry Kathy Railsback
2. CLAIMANT'S ADDRESS: 729 1st St. Ste. D, Brentwood CA 94513
(Street or P.O. Box Number - City - State - Zip Code)
HOME PHONE: _____ WORK PHONE: _____
3. AMOUNT OF CLAIM \$ 1,000,000 (Attach Copies of bills/estimates)

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

Limited Civil Case ☐
Unlimited Civil Case ☒

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

(Name)

729 1st St. Ste. D

(Street or P.O. Box Number)

Brentwood CA 94513

(City - State - Zip Code)

5. DATE OF INCIDENT: 10/14/2023 TIME OF INCIDENT: _____

LOCATION OF INCIDENT: Pumpkin Festival

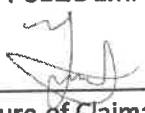
6. DESCRIBE THE INCIDENT OR ACCIDENT INCLUDING YOUR REASON FOR BELIEVING THAT THE CITY IS LIABLE FOR YOUR DAMAGES:

SEE ATTACHMENT A

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

SEE ATTACHMENT A

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


Signature of Claimant

4/11/24

Date

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

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

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

SERVED VIA CERTIFIED MAIL:

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

CLAIM FOR PERSONAL INJURY

Re:	Our Client:	Merry Railsback
	Date of Incident:	10/14/24
	Location of Incident:	Approximately 790 Main St., Half Moon Bay
	Type of Incident:	INJURY CAUSED BY NEGLIGENCE

Dear Counsel:

The Parties and Cause of Action:

The parties to this action are Merry Railsback and the City of Half Moon Bay. Where, throughout this claim form the word “City” is annotated as to the ownership, possession, control, or duty to operate and/or control the City of Half Moon Bay and its associated employees, contractors, and/or subcontractors and where another herein noticed entity has knowledge of its responsibilities or liabilities related thereto such entity should, and Claimant does, infer/perceive this notice to be indicative of that/those entity(ies) duty. Any allegations or statements of facts/opinions which implicate the “City”, should be perceived as placing those such entities/agencies on notice of the Claimant’s(s’) claims.

Discovery has not been commenced, nor completed, and the facts as herein stated are made with such knowledge as the Claimant thus far has obtained by individual investigation, research, and expert consultation. Should such facts be later determined to be erroneous as to date, time, place, occurrence, order of occurrence(s) (or associated entity), Claimant reserves the right to file an amended claim form encompassing these later determined facts or identities if material to the claims herein made. **Should one of the herein noticed entities/agencies have**

ATTACHMENT A

distinct knowledge of their own duties and/or liabilities related to this event, or the duties and liabilities of another entity/agency, Claimant request that such knowledge be communicated to Claimant's counsel in writing. If one of the herein noticed entities/agencies believes this claim is the result of another government entities liability it is requested that this claim be tendered to such government entity to preserve the claimants statute under the Government Code. The failure to do so will be considered by the Claimant as relevant to future adversarial interactions related to amendment(s) of facts, theories, and contentions.

The causes of action plead herein are: negligence of employee of public entity. The Claimant seeks damages related to special and general damages, disability, and future care.

The Incident:

This letter and any supporting documentation attached hereto constitutes my settlement demand in the above referenced claim. All statements, discussions and words contained herein shall be construed as offers of settlement and are not admissible into evidence under California law.

On 10/14/2023 Claimant, due to The City and/or its agents' negligence, suffered several broken bones, and injuries to her per back and neck. The location of the incident was approximately 790 Main St., Half Moon Bay where Claimant was lawfully walking as a patron to the Pumpkin Festival at which time a City Police Officers were not duly enforcing the City's Ordinance Chapter 8.04. The City failed to supply adequate law enforcement to enforce such code, as such an individual with a dog was present, causing this injury to take place. Due to this injury Claimant suffered extreme pain and suffering.

Liability:

California Government Code §815.2 provides that "[a] public entity is liable for injury proximately caused by an act or omission of an employee of the public entity within the scope of his employment if the act or omission would, apart from this section, have given rise to a cause of action against that employee." (Cal. Gov. Code §815.2.) In addition, Government Code §820

provides that “a public employee is liable for injury caused by his act or omission to the same extent as a private person.” (Cal. Gov. Code §820.) Here it will be shown that the individuals in charge of planning the police support for the Pumpkin Festival failed to adequately plan and staff the event to provide the safety of its patrons.

Causes of Action:

Non-Economic: Past and Future

CACI 3905A - Physical pain, mental suffering, loss of enjoyment of life, disfigurement, physical impairment, inconvenience, grief, anxiety, humiliation, emotional distress.¹

Economic:

CACI 3903A. Medical Expenses—Past and Future (Economic Damage)²

CACI 3903C. Past and Future Lost Earnings (Economic Damage)³

CACI 3903D. Lost Earning Capacity (Economic Damage)

CACI 3903E. Loss of Ability to Provide Household Services (Economic Damage),

Negligent Infliction of Emotional Distress

Demand:

We are amenable to resolving this matter without the need for public humiliation or litigation. At this point we believe this to be an isolated incident and not derived from some systemic issue of indifference to civilian safety. If it is your intent to resolve this issue NOW IS THE TIME. We have a duty to keep our client reasonably informed of the development of the case and the City’s decision to deny liability may further complicate the potential of informal resolution.

¹ Due to recent nature of the incident Claimant is still currently receiving treatment and has not been able to assess the true and long term effects of her injuries, however her injuries include several broken bones to her left foot/leg, a pinched nerve in her left thigh, and injury to her right knee. Photos can be provided upon request.

² Due to recent nature of the incident Claimant is still currently receiving treatment and has not been able to access a complete record of her medical bills. Claimant will supplement this demand with a complete set of records upon completing with treatment.

³ Due to recent nature of the incident Claimant is still currently receiving treatment and has not been able to assess the true and long term effects of her injuries. Claimant will supplement this demand with a complete set of medical records upon completing with treatment.

A demand is herewith made for settlement purposes only and inadmissible under Evidence Code section 1152 in the sum of **\$1,000,000**. *This offer shall expire 45 days from the date hereof.*

Your immediate attention to this matter is warranted.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert F. Buzzard', with a stylized flourish at the end.

Robert F. Buzzard

PARNTER

AYALA, MORGAN & BUZZARD

ATTACHMENT A

**BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY
AGENDA REPORT**

For meeting of: **May 7, 2024**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: Maz Bozorginia, Public Works Director/City Engineer
Matt Nichols, Management Analyst
Bryan Lopez, Senior Management Analyst

TITLE: **PROFESSIONAL SERVICES AGREEMENT WITH ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC. (ESRI) FOR LICENSING OF SMALL LOCAL
GOVERNMENT CLOUD-BASED GIS SOFTWARE**

RECOMMENDATION:

Adopt a resolution waiving the requirement for solicitation of bids pursuant to Chapter 3.98 of the Municipal Code (Purchasing of Supplies, Equipment and Services) and authorizing the City Manager to execute a professional services agreement with Environmental Systems Research Institute, inc., in an amount not to exceed \$48,000 for a term of three years for the purchase of a small local government cloud-based enterprise agreement annual subscription GIS license.

FISCAL IMPACT:

Adequate funding for this action is available in the City's Operating Budget. The fiscal impact of this professional services agreement would be \$48,000 spread out over the term of three (3) years (\$16,000 per fiscal year). This amount represents a savings of approximately \$19,000 per year from current costs of third-party GIS programs.

STRATEGIC ELEMENT:

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

BACKGROUND:

Geographic Information Systems (GIS) are programs that allow the viewing of data with a geographical component, often called layers, in a digital interactive map format. It also allows staff to run various forms of geospatial analysis to find patterns or sort large amounts of data by different geospatial relations and attributes, such as all the addresses that fall within a certain zoning type.

Historically, the City of Half Moon Bay has contracted parts of its GIS needs to two major companies, Lightbox and CalCad. These two companies provide and manage proprietary map viewers that allow staff to look up important information such as parcel ownership data and sewer billing information. They also house other layers from documents such as the City's land use plan and hazard mitigation documents. These solutions have allowed staff to use and view this data with minimal training and without the city needing to hire GIS-specific staff to update and manage these programs. However, this solution also prevents the City from viewing and modifying the layers in-house for projects that include GIS-related deliverables, increases dependence on consultants to update attributes, and increases the chances of inaccuracies with various versions on multiple platforms.

The City requires additional GIS functionality for the upcoming rental registry, which would increase the cost of the Lightbox contract by approximately \$5,000 for a total of \$20,000 per year. CalCad then costs an additional \$15,000 per year for a new total cost of \$35,000 annually for both GIS programs.

Since 2018, the Public Works Department has considered acquiring an Esri product license to bolster its efficiency and better track assets such as stormwater and sewer infrastructure, street and sidewalk condition, and to work with assets from other agencies and contractors, but lacked the staff with the experience and training to use that type of software until 2022 when the current Public Works Management Analyst was hired and had the necessary skills and experience to manage an internal GIS system.

Since 2022, the Public Works Department has utilized free GIS programs with in-house staff expertise. Benefits with the freeware included the ability to add rich mapping elements to grant applications, meet mandatory mapping requirements in waterboard reports, and track assets like crosswalks, ADA ramps, and red curbs. However, these free programs are limited in their ability to work with other agencies and require a high level of technical expertise.

DISCUSSION:

Staff recently explored new GIS options and received a demo from Esri on their current suite of products. Their small local government package has all the City's required elements, including public and private map viewers, the ability to view and work with City data and layers in-house, and a plethora of apps to help with field asset management, permitting, billing, and more. It will also allow integration of the new rental registry, and the City's IT staff are currently assessing logistics and costs associated with the initial integration.

Esri is one of the largest providers of GIS solutions worldwide. They are used by federal, state, and local agencies of all sizes to help solve their geospatial problems while also allowing them to share data and work collaboratively. Currently, no other provider offers a more

comprehensive program capable of filling several roles and centralizing the way we work with data.

Staff recommends entering into a three year agreement with Esri which will result in annual cost savings and provide additional tools and efficiencies for City operations.

ATTACHMENTS:

1. Resolution
2. Esri cost proposal

RESOLUTION NO. C-2024-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY
WAIVING THE REQUIREMENT FOR SOLICITATION OF BIDS PURSUANT TO CHAPTER 3.98 OF
THE MUNICIPAL CODE (PURCHASING OF SUPPLIES, EQUIPMENT AND SERVICES) AND
AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT
WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC., IN AN AMOUNT NOT TO
EXCEED \$48,000 FOR A TERM OF THREE YEARS FOR THE PURCHASE OF A SMALL LOCAL
CLOUD-BASED ENTERPRISE AGREEMENT ANNUAL SUBSCRIPTION GEOGRAPHIC
INFORMATION SYSTEMS (GIS) LICENCE**

WHEREAS, the City of Half Moon Bay has contracted parts of its GIS needs to two major companies, Lightbox and CalCad. These two companies provide and manage proprietary map viewers that allow staff to look up important information such as parcel ownership data and sewer billing information; and

WHEREAS, with additional support needed for the upcoming rental registry, the cost of the Lighbox contract will increase to approximately \$20,000 per year and CalCad then costs an additional \$15,000 per year for a total cost of \$35,000 annually for both GIS programs; and

WHEREAS, Esri provided a quote for a Small Local Government Cloud-Based Enterprise Agreement suite of programs providing additional tools and features, at a three (3) year price of \$48,000 to be invoiced annually at \$16,000; and

WHEREAS, Esri is the industry leader for GIS solutions and the only provider able to cover all the City's GIS needs with one product.

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

- 1) Waives the requirement for solicitation of bids pursuant to Chapter 3.98 of the Municipal Code (Purchasing of Supplies, Equipment and Services), and
- 2) Authorizes the City Manager to execute a professional services agreement with Esri, in an amount not to exceed \$48,000 for a term of three years for the purchase of a small local government cloud-based enterprise agreement annual subscription Geographic Information Systems (GIS) license.

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 7th day of May 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



Quotation # Q-518960

Date: April 18, 2024

Customer # Contract #

City of Half Moon Bay
Department of Public Works
501 Main St.
Half Moon Bay, CA 94019

ATTENTION: Bryan Lopez
PHONE: 650-726-8270
EMAIL: blopez@hmbcity.com

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 4/18/2024 To: 7/17/2024*

Material	Qty	Term	Unit Price	Total
168362	1	Year 1	\$16,000.00	\$16,000.00
Population of 0 to 15,000 Small Local Government Cloud-Based Enterprise Agreement Annual Subscription				
168362	1	Year 2	\$16,000.00	\$16,000.00
Population of 0 to 15,000 Small Local Government Cloud-Based Enterprise Agreement Annual Subscription				
168362	1	Year 3	\$16,000.00	\$16,000.00
Population of 0 to 15,000 Small Local Government Cloud-Based Enterprise Agreement Annual Subscription				
Subtotal:				\$48,000.00
Sales Tax:				\$0.00
Estimated Shipping and Handling (2 Day Delivery):				\$0.00
Contract Price Adjust:				\$0.00
Total:				\$48,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:
Peter Thomas

Email:
pthomas@esri.com

Phone:
909 369 5555 ext. 2192 x2192

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.



Quotation # Q-518960

Date: April 18, 2024

Customer # Contract #

City of Half Moon Bay
Department of Public Works
501 Main St.
Half Moon Bay, CA 94019

ATTENTION: Bryan Lopez
PHONE: 650-726-8270
EMAIL: blopez@hmbcity.com

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 4/18/2024 To: 7/17/2024*

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Peter Thomas

Email:

pthomas@esri.com

Phone:

909 369 5555 ext. 2192 x2192

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

THOMASP

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
 LOCAL GOVERNMENT CLOUD-BASED
 (E214-7)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager, ArcGIS Data
 Reviewer

Developer Tools

ArcGIS Runtime Standard
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) ArcGIS CityEngine Single Use Licenses
 50 ArcGIS Online Viewers
 50 ArcGIS Online Creators
 10,000 ArcGIS Online Service Credits
 2 ArcGIS Insights in ArcGIS Online

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

**BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY
AGENDA REPORT**

For meeting of: **May 7, 2024**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: Maz Bozorginia, Public Works Director/City Engineer
Helen Wolter, Public Works and Sustainability Programs Manager

TITLE: **MUNICIPAL ENERGY IMPROVEMENTS – ENERGY SERVICE CONTRACT WITH
WILLDAN ENERGY SOLUTIONS**

RECOMMENDATION:

As required by California Government Code section 4217.12, adopt a resolution authorizing the City Manager to enter into an Energy Service Contract with Willdan Energy Solutions, for comprehensive solar photovoltaic (PV) system purchase and municipal energy related improvements, to increase the energy efficiency of all municipal facilities and operations, with a total expenditure amount not to exceed \$1,485,000, which includes a 10% contingency.

FISCAL IMPACT:

Per Government Code section 4217.12, it is anticipated that the energy improvements proposed by the contract will result in energy cost savings to the City of \$1,528,131, over a 30-year period, based on expected energy costs of \$4,495,186 without any energy upgrades calculated on current energy usage with a 5% annual escalation.

The total project cost is estimated to be \$1,341,137. Funding sources include:

- Phase I of the project will serve as down payment for the Energy Service Contract; to move forward, \$29,000 is required as a contingency fee. If the City continues with Phase II, this fee will be wrapped into the City's match. If the City decides to terminate the contract prior to Phase II, it will be required to pay the fee.
- Phase II is expected to cost \$1,341,137 inclusive of the \$29,000 contingency fee; for construction, interconnection to the grid, and implementation of all elements of the proposed project.
 - \$200,000 from the City's FY 23-24 Facility Budget as previously budgeted for City Hall roof repairs. The \$29,000 is included and credited in this line item.
 - \$155,000 is budgeted from a Peninsula Clean Energy Member Agency Energy Grant.

- A PCE loan for \$321,750 at 1% to be paid back over 7 years on PGE bills to the City. *
- A Tax-Exempt Lease Purchase Program (TELP) for \$664,387 will make up the difference.*

**Once implemented, the loan expenditures will be offset by the energy cost savings in PGE and PCE bills.*

The completed project will provide an estimated cumulative savings of \$400,342 (energy savings minus capital investments) over 30 years to the City.

STRATEGIC ELEMENT:

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

EXECUTIVE SUMMARY:

California Government Code section 4217.12 allows the City to enter into Energy Service Contracts for energy conservation improvements, if the City determines such a contract is in the best interests of the City, and if approved by the Council at a regularly scheduled public meeting which is noticed at least two weeks in advance. At the meeting, the City must find that the anticipated cost to the City for energy conservation services provided by the improvements under the contract will be less than the anticipated marginal cost to the City of energy that would have been consumed in the absence of those purchases.

This item would authorize the City to enter into a contract with Willdan Energy Solutions to provide energy-saving improvements to City facilities. The first phase of the contract includes an audit of City facilities and evaluation of anticipated energy improvements, at a cost of approximately \$29,000. Thereafter, the City would consider the second phase of the contract, which includes actual construction of the improvements.

BACKGROUND:

Throughout 2023, staff explored potential paths to add additional solar PV to City facilities. At the February 6, 2024, City Council meeting, Council directed staff to proceed with the purchase of the PV system outright and to continue with a more comprehensive electrification project with Willdan. Additionally, the City Council aims to electrify all municipal facilities to update the City's energy related operations to be as efficient as possible while reducing greenhouse gas emissions stemming from City operations. Both goals were formally adopted in the City's Climate Action and Adaptation Plan (CAAP) Phase 1, in December 2023. Specifically, the project's goals meet the City's stated CAPPs goals:

- **ME-1:** Employ carbon-free electricity for all municipal operations and increase supply of local, renewable energy supply at municipal facilities.
- **ME-2:** Electrify all municipal facilities by 2025.
- **ME-3:** Increase the energy efficiency of all municipal facilities and operations.

With this comprehensive project approach, the City would retain ownership of the PV systems and realize their full financial benefits, including the lowest energy costs and ownership of Renewable Energy Credits (RECs). Due to size and shading constraints, the PV system would offset approximately 88% of energy costs at both City Hall and the Sheriff Substation.

Willdan

Willdan is based in Anaheim and regularly contracts with public municipalities and agencies in California. Willdan has served 442 of the 482 California cities, including a longstanding relationship with the City of Half Moon Bay. Willdan has provided services to the City since 1996 with initial contracts that provided staff augmentation services to City Engineering and Public Works (1996-1998). They have also been providing financial services, including federal compliance reporting and special district administration since 2000. Most recently, the City worked with Willdan as the authorized implementer of PG&E's Government K-12 (GK12) Energy Efficiency Program, which provided a free heat pump water heater and associated electrical work at the City's Corporation Yard building in 2022. Willdan's Energy Team has completed work with other municipalities in San Mateo County including the cities of Brisbane, Burlingame, Menlo Park, Pacifica, Redwood City, and San Carlos, as well as the County of San Mateo.

DISCUSSION:

Staff worked with Willdan to conduct an initial, no-cost evaluation of the entire project and to provide preliminary cost estimates for this comprehensive project option. In order to proceed with Phase One of the proposed Energy Services Project, which will allow for finalizing construction scope and expected costs, an initial payment of \$29,000 is required.

Phase Two will finalize design, permitting, and construction costs pursuant to the Energy Services Contract and will include construction of the improvements. The current scope for the project as proposed includes City Hall roof repair, PV installation at the City Hall and Sheriff Substation roof and parking lots, Public/City EV charging at City Hall, and electrification of City Hall, Ted Adcock Community Center, Train Depot, Corporation Yard, and the Sheriff's Substation/Emergency Operations Center. This comprehensive approach enables the City to leverage energy savings for related projects by combining various components into a single project. As a result, the City can leverage the greatest number of incentives and accomplish these related goals at once, and more quickly than if the City were to undertake the projects individually.

Once Phase One is complete, the project will be eligible for additional financing incentives and loans. For the Phase Two of the contract, staff anticipates utilizing the existing \$200,000 Capital Improvement Funds for City Hall HVAC Replacement budgeted for FY 2023-24 and a Member Agency Energy Grant from Peninsula Clean Energy for \$155,000 to avoid the need to budget additional funding from the General Fund and/or Reserves in FY 2024-25. To complete the project, various financing options that utilize Peninsula Clean Energy's (PCE) 1% loan and Tax-Exempt Lease Purchase (TELP) 4.97% loan plus the PCE GovBE grant will assist with the entire financing of the project. The expected project savings (different than direct energy savings) due

to the leveraged solar PV, PG&E, and EV charger incentives plus federal tax credits is expected to be \$400,342 over 30 years.

The following City facilities have been evaluated for solar photovoltaic potential and energy upgrades and are expected to be included in the Phase One scoping:

Facility #1: City Hall - 501 Main St, Half Moon Bay, CA 94019

Equipment/Scope:

- Solar PV: 40 kW-DC [rooftop and/or carport]
- Public EV charger to be co-located underneath solar canopy
- Repair and replace roofing insulation and membrane
- Replace 2 gas rooftop HVAC units with heat pump units

Facility #2: Sheriff Substation/Emergency Ops Center - 537 Kelly Ave, Half Moon Bay, CA 94019

Equipment/Scope:

- Solar PV: 60 kW-DC [carport]
- Replace damaged electric heat pump with high efficiency heat pump unit

Facility #3: Ted Adcock Community Center - 535 Kelly Avenue, Half Moon Bay, CA 94019

Equipment/Scope:

- Replace gas heating system with rooftop heat pump unit
- Replace gas split system with heat pump split system unit
- Replace 100 gallon water heater DHW w/ 120 gallon HPHW
- Electrification of gas range and oven in the TACC kitchen

Facility #4: Train Depot - 110 Higgins Canyon Road, Half Moon Bay, CA 94019

Equipment/Scope:

- Replace propane heater with split heat pump unit
- Replace 40-gallon tank type propane DHW with 40 tank type HPHW

Facility #5: HMB Corporation Yard - 880 Stone Pine Road, Half Moon Bay, CA 94019

Equipment/Scope:

- Replace gas split system with heat pump split system

NEXT STEPS:

The California Public Utilities Commission (CPUC) recently changed how solar projects are credited for producing energy under “NEM 3.0.” The project is on track to take advantage of NEM 2.0 pricing (which is more beneficial to the City), but significant changes to the final design or delays in executing an agreement will jeopardize the City’s ability to qualify for NEM 2.0. Based on the Council’s direction, staff will continue to work to meet the necessary deadlines and will provide Council updates at critical milestones.

ATTACHMENTS:

1. Resolution
2. Anticipated Energy Savings Breakdown
3. Preliminary Analysis PowerPoint
4. Contract with Willdan Energy Solutions ([Link](#))

Resolution No. C-2024-____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY
AUTHORIZING THE CITY MANAGER TO EXECUTE AN ENERGY SERVICES CONTRACT WITH
WILLDAN ENERGY SOLUTIONS**

WHEREAS, the Half Moon Bay City Council has demonstrated its commitment to a sustainable and resilient future through its policy goals and actions, including energy reduction, clean energy programs, and the expansion of local renewable power supply; and

WHEREAS, on December 5, 2023, the Half Moon Bay City Council adopted Half Moon Bay's Climate Action and Adaptation Plan Phase One to reduce greenhouse gas emissions by 40% compared to 1990 levels by 2030 and reach carbon neutrality no later than 2045; and

WHEREAS, Half Moon Bay's Climate Action and Adaptation Plan Phase One sets a goal to employ carbon-free electricity for all municipal operations and increase supply of local, renewable energy supply at municipal facilities (ME-1); and

WHEREAS, deploying solar power and renewable energy sources throughout all agency facilities will lower energy costs and insulate the agency from rising utility rates; and

WHEREAS, California Government Code Sections 4217.10 to 4217.18, authorizes the City to enter into an Energy Services Contract for the implementation of energy related improvements if the Council finds that it is in the best interest of the City to enter into such Energy Service Contract and that the anticipated cost to the City for the energy conservation services provided under the contract will be less than the anticipated marginal cost to the City of energy that would have been consumed by the City in the absence of those purchases; and

WHEREAS, the City desires to enter into an energy services agreement contract pursuant to Government Code 4217.12 with Willdan Energy Solutions to provide energy-saving improvements to City facilities at the following sites: (1) City Hall, (2) Sheriff Substation/Emergency Operations Center, (3) Ted Adcock Community Center, (4) Train Depot, (5) Corporation Yard. The first phase of the contract includes an audit of City facilities and evaluation of anticipating energy improvements while the second phase includes construction of upgraded facilities; and

WHEREAS, Willdan has provided the City with an analysis showing that the benefits of construction the proposed energy related improvements will reduce the City consumption of or demand for nonrenewable energy and will result in net cost savings to the City, and Willdan's analysis is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the anticipated cost to the City for energy conservation services provided by the improvements under the contract is anticipated to be less than the anticipated marginal cost to the City of energy that would have been consumed by the City in the absence of those purchases.

NOW, THEREFORE, BE IT RESOLVED THAT, the Half Moon Bay City Council resolves as follows:

1. That the forgoing recitals are true and correct.
2. That this resolution was adopted following a public hearing at a regularly scheduled meeting for the City Council for which public notice was given as of March 19, 2024.
3. That pursuant to Government Code section 4217.12, and based on all available information, including, but not limited to the data provided in the Analysis attached hereto as Exhibit A, the City Council hereby determines that: (a) the anticipated cost to the City for the energy conservation facilities will be less than the anticipated marginal costs to the City of thermal, electrical or other energy that would have been consumed by the City in the absence of such improvements and (B) that it is in the best interest of the City to enter the Energy Services Contract with Willdan, Inc.
4. The City Council authorizes the City Manager to enter into the proposed Energy Services Contract with Willdan, Inc. for energy conservation services, as set forth in the Energy Services Contract, with total expenditure in an amount not to exceed \$1,485,000, which includes a 10% contingency.

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 7th day of May 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

Year	Expected Energy Costs w/o Program	Expected Energy Costs with Program	Expected Energy Savings with Program
1	\$67,659	\$35,660	\$31,999
2	\$71,042	\$37,585	\$33,457
3	\$74,594	\$39,613	\$34,981
4	\$78,324	\$41,749	\$36,575
5	\$82,240	\$43,998	\$38,242
6	\$86,352	\$46,367	\$39,985
7	\$90,670	\$48,863	\$41,807
8	\$95,203	\$51,490	\$43,713
9	\$99,963	\$54,258	\$45,705
10	\$104,961	\$57,172	\$47,789
11	\$110,209	\$60,242	\$49,968
12	\$115,720	\$63,474	\$52,246
13	\$121,506	\$66,878	\$54,628
14	\$127,581	\$70,461	\$57,120
15	\$133,960	\$74,235	\$59,725
16	\$140,658	\$78,209	\$62,449
17	\$147,691	\$82,394	\$65,297
18	\$155,076	\$86,800	\$68,276
19	\$162,829	\$91,439	\$71,391
20	\$170,971	\$96,323	\$74,648
21	\$179,519	\$137,305	\$42,214
22	\$188,495	\$144,392	\$44,103
23	\$197,920	\$151,844	\$46,077
24	\$207,816	\$159,678	\$48,139
25	\$218,207	\$167,914	\$50,293
26	\$229,117	\$176,574	\$52,543
27	\$240,573	\$185,678	\$54,895
28	\$252,602	\$195,251	\$57,351
29	\$265,232	\$205,314	\$59,918
30	\$278,494	\$215,895	\$62,599
TOTAL	\$4,495,186	\$2,967,055	\$1,528,131

April 23, 2024

To:

Maziar Bozorginia
Public Works Director / City Engineer
City of Half Moon Bay

Subject:

Energy Cost Analysis for Potential Solar, Efficiency, and Electrification Project

Analysis by Willdan Energy Solutions (WES) of the proposed energy projects at the City of Half Moon Bay (City) show that the projects are anticipated to decrease the cost of energy to the City. The proposed projects include onsite solar power generation, electric vehicle charging infrastructure, facility equipment electrification, and other energy conservation measures. These measures are designed to deliver energy savings while also achieving decarbonization goals and needed capital improvements for the City. WES analyzed the current City energy usage, estimated project costs, and the estimated energy generation and conservation impacts to determine whether the projects result in financial savings for the City.

The analysis estimates that without these projects, the City is expected to spend an additional \$1.5 million on energy costs during the 30-year analysis period. These savings result from a combination of the sites consuming solar energy generated on site, reducing kWh charges and demand charges, utility credits generated through net energy metering, plus other reductions in energy usage and related costs. It is our opinion that the proposed project complies with the energy savings requirements of Government Code section 4217.12.

Provided below is a year-by-year breakdown of the anticipated energy costs and savings for the proposed project. As discussed, these are preliminary figures based on our current analysis, and these will all be refined as we progress through the next steps.

Year	Expected Energy Costs without Program	Expected Energy Costs with Program	Expected Program Energy Savings
1	\$67,659	\$35,660	\$31,999
2	\$71,042	\$37,585	\$33,457
3	\$74,594	\$39,613	\$34,981
4	\$78,324	\$41,749	\$36,575
5	\$82,240	\$43,998	\$38,242
6	\$86,352	\$46,367	\$39,985
7	\$90,670	\$48,862	\$41,807
8	\$95,203	\$51,490	\$43,713
9	\$99,963	\$54,258	\$45,705

10	\$104,961	\$57,172	\$47,789
11	\$110,209	\$60,242	\$49,968
12	\$115,720	\$63,474	\$52,246
13	\$121,506	\$66,877	\$54,628
14	\$127,581	\$70,461	\$57,120
15	\$133,960	\$74,235	\$59,725
16	\$140,658	\$78,209	\$62,449
17	\$147,691	\$82,394	\$65,297
18	\$155,076	\$86,800	\$68,276
19	\$162,829	\$91,439	\$71,391
20	\$170,971	\$96,323	\$74,648
21	\$179,519	\$137,305	\$42,214
22	\$188,495	\$144,392	\$44,103
23	\$197,920	\$151,844	\$46,077
24	\$207,816	\$159,678	\$48,139
25	\$218,207	\$167,914	\$50,293
26	\$229,117	\$176,574	\$52,543
27	\$240,573	\$185,678	\$54,895
28	\$252,602	\$195,251	\$57,351
29	\$265,232	\$205,314	\$59,918
30	\$278,494	\$215,895	\$62,599
TOTAL	\$4,495,186	\$2,967,055	\$1,528,131

We are looking forward to supporting the City in your electrification and energy conservation goals. Please let us know if there are any questions, or if there is anything further we can provide to help at this time.

Respectfully submitted,
WILLDAN

The City of Half Moon Bay

Electrification and Efficiency Project

Preliminary Analysis



THE CITY OF
HALF MOON BAY
CALIFORNIA

May 7, 2024

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Agenda



- Willdan introduction
- City of Half Moon Bay energy program goals
- Program process and progress to date
- Potential project scope, cost, and savings
- Discussion and next steps

Introduction: Willdan

STRENGTH

Leading Provider of Energy, Engineering, and Financial Services

- Corporate headquarters in Anaheim, est. 1964
- Served **442 of the 482 California Cities**
- Stable, publicly-traded energy, engineering, and municipal firm (NASDAQ: WLDN)
- Utility Program Administrator

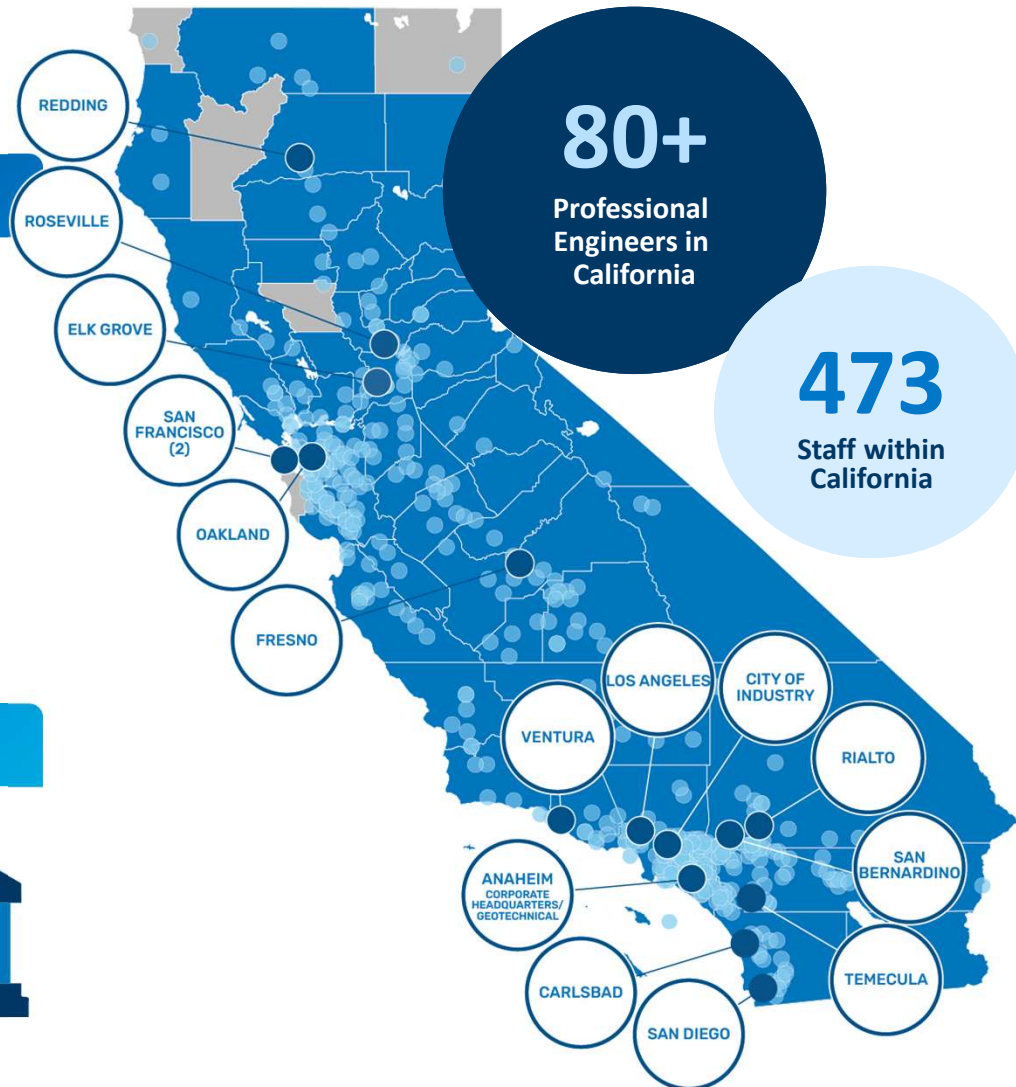


DIFFERENTIATOR

25+ Years

Serving

Half Moon Bay



TAKEAWAY

Willdan has worked with over 91% of the cities in CA, bringing valuable experience to serve Half Moon bay

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3

Experience – Extensive Energy Experience



\$500 Million
In CA Projects

2.5 Billion
kWh Savings in CA

1.6 Billion ft²
Of Facilities
Benchmarked



\$5 Billion
In Utility Incentives
Delivered



100+ MW
Of Constructed
PV Generation



34
BES
Systems



18
Microgrids
Developed



1,500+
EV Chargers
Installed



TAKEAWAY

Half Moon Bay will benefit from the best practices Willdan has developed through our national and statewide energy experience

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City of Half Moon Bay Energy Program Goals

- Electrification of City facilities to achieve 2025 Electrification goals
- Increase Solar PV at City sites
- Provide EV Chargers for City and public use
- Address other deferred maintenance needs at facilities

Willdan's Full-Service Energy Program Process



Single Point of Accountability • Collaborative Solution Development • Streamlined Project Delivery



PRELIMINARY ANALYSIS

No-Cost Initial Investigation
Completed October 2023

- Determine Client Goals
- Identify Potential Scopes of Work
- Site Walks & Staff Interviews
- Utility Analysis
- Estimate Energy & Operational Savings
- Review Grants, Utility Incentives, and Financing
- Subcontractor Engagement & Scope Cost Estimation



PROJECT DEVELOPMENT & FUNDING SOLUTIONS

ASHRAE Level 3 Audit & Funding Solutions
Targeting completion Summer 2024

- Select Scopes of Work and Design Solutions
- Determine Energy and Operational Savings
- Identify Funding Solutions
- Develop Local Hiring Plan & Community Outreach Plan
- Competitively Bid Equipment & Labor
- Complete M&V Plan



PROJECT IMPLEMENTATION

Procurement & Construction
Targeting launch Summer/Fall 2024

- Turnkey Implementation of Selected Scopes
- Detailed Schedules and Site-Specific Safety Plans
- On-Site Willdan Project Management
- Extensive Commissioning of Systems
- Detailed Staff Training



PERFORMANCE MAXIMIZATION

M&V and Ongoing Support
To begin after Project Implementation

- Measurement & Verification of Energy Performance
- Finalize Incentives & Rebates
- Community Engagement
- Ongoing Maintenance or Staff Training (If Desired)

Solar PV System- City Hall & EOC Carports

- 100 kW total system size
 - 40 kW carport canopy at City Hall
 - 60 kW carport canopy at the EOC
- Approximately 88% offset of electrical loads
- Co-location of EV Charging Stations
- Carport clearance height of 10 FT
- Project calculations account for reduced useful life and higher than average maintenance costs related coastal location and saline environment.



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EV Charging Stations

- 1 Dual Port Electric Vehicle Charging Station
- Public charger to be co-located underneath solar canopy at City Hall
 - Fee structure to be determined
- Updated 11/7/23: EVCS at Corp Yard evaluated but not selected
- City charging station to be located in pre-determined location at the corporation yard
 - EV ready infrastructure already installed to selected location
 - Only podium and charger required

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HVAC Electrification

- Electrification of all remaining city owned gas heating appliances
- City Hall
 - Replace 2 gas packaged rooftop units with packaged heat pumps
- TACC
 - Replace and relocate central gas heating system with rooftop packaged heat pump
 - Replace gas split system with heat pump split system
- Corp Yard
 - Replace gas split system with heat pump split system
- Train Depot
 - Replace ceiling mounted propane heater with split heat pump
- EOC
 - Existing electric packaged heat pump is damaged, provide like for like replacement with high efficiency heat pump unit

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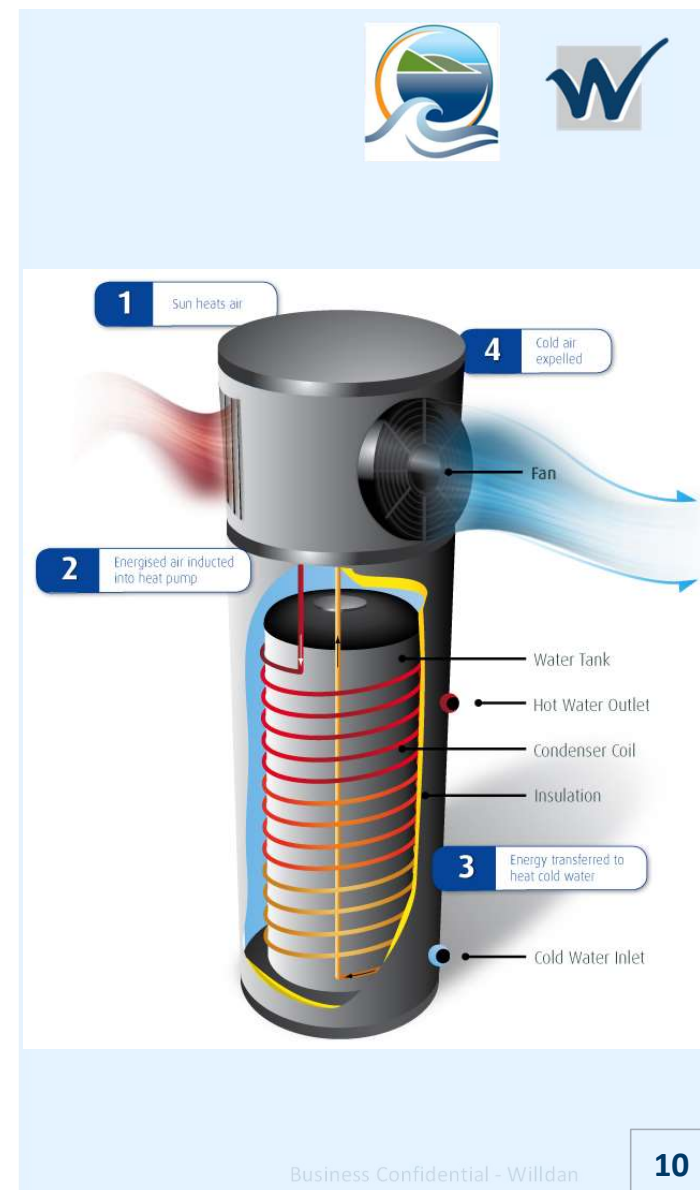
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Water Heaters

- Electrification of all remaining city owned gas water heating appliances
- TACC
 - Replace 100 gallon tank type DHW w/120 gallon HPHW
 - Replacement to be funded by GK12 program
- Train Depot
 - Replace 40 gallon tank type propane DHW with 40 tank type HPHW
- HPHW 3-5x as efficient as gas water heaters, however will realize limited operational savings due to low hot water consumption

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Electrified Commercial Kitchen

- Electrification of gas range and oven located in the TACC Kitchen
- Proposed matches the existing form factor
- Will require running new electrical circuit
- Cooktop surface remains cool to the touch, reducing ambient space heating and improving user safety
- Can function as a demonstration site for residents interested in induction appliances
- City should budget for compatible cookware that can be provided to kitchen renters

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City Hall Roofing

- The existing roofing membrane has failed and the assembly is allowing water entry
- Tear off and replace existing roofing assembly, repair any damage to decking, and re-roof with new TPO membrane.
- Assess roof insulation quantity and condition, add additional to bring to code and/or replace existing if condition is degraded



Dual Pane Windows

- Updated 11/7/23: measure not selected
- The City Hall is a historically designated building with single pane windows and wooden frames.
- Some of the windows are exhibiting evidence of dry rot and degradation which must be addressed
- Replace all windows on the west and north side of the building with dual pane Title 24 compliant windows
- Replacement windows are to be architecturally equivalent to the existing windows
- All dry rot around windows to be repaired

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Bell Moon Battery Energy Storage

- Load on this meter is very limited
 - 24 hour max of 35.46 kWh
 - Max demand of 6 kW
 - Small size results in large cost per unit
 - High implementation cost for limited value
- Can be included in project if desired, but generally not recommended at this time for cost/benefit reasons

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Mac Dutra Heating Electrification

- Not recommended at this time
 - Will result in significant increase in operational costs
 - Will incur very high implementation costs because of needed electrical infrastructure to support electrified heating
 - Existing heating equipment and infrastructure are new and would constitute a replacement well in advance of the expected useful life of equipment

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Solutions Summary



Project Measure	Measure Highlights
Solar Photovoltaics	100kW total: 40 kW at City Hall, 60 kW at EOC - Offsets 88% of electricity usage
Electric Vehicle Charging	- Fleet and/or Public use charger at City Hall - Fleet use charger at Corp Yard evaluated but not selected
HVAC Electrification & Deferred Maintenance	- City Hall, TACC, Corp Yard, Train Depot – Electrification - EOC – upgrade end-of-life unit
HPWH Electrification	TACC, Train Depot
TACC Kitchen Equipment Electrification	Serves as equipment demonstration for educating the community
City Hall Roofing Repairs	Addresses end-of-life issues including water intrusion
City Hall Windows Replacement	Evaluated but not selected
Bell Moon Battery Energy Storage	Evaluated but not recommended
Mac Dutra Heating Electrification	Evaluated but not recommended

Recommended project would achieve 99% of HMB 2025 Facilities Electrification Goal

Preliminary Project Financials

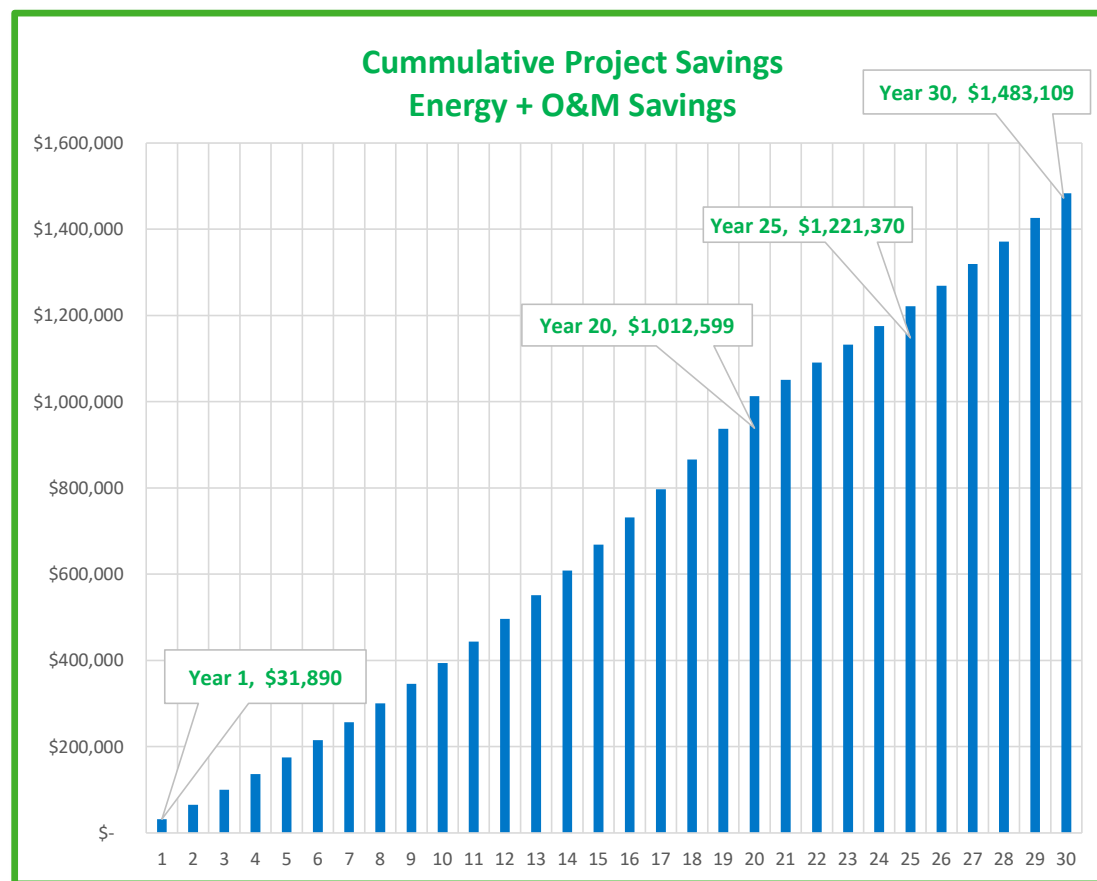


- **Project Cost: \$1.34M**
- **Project Lifetime Savings: \$1M - \$1.4M**
- **Project Incentives & Grants: \$465k**
 - **Federal ITC: \$214k**
 - **PCE: \$205k**
 - **Member Agency Energy Grant: \$155k**
 - **Incentives: \$50k**
 - **PG&E: \$46k**

**Carbon Emissions Avoided:
13.6 Metric Tons CO2 per year**

Equivalent to

- **34,864 passenger vehicle miles driven per year**
 - **15,234 pounds of coal burned**
 - **225 trees grown for 10 years**



*Note: Willdan is not acting as a Financial Advisor. Project Financing options are provided as example only. Preliminary amounts may change as project is further developed.

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Preliminary Project Financials



Project Measure	Cost	Utility Savings (Year 1)	Maintenance Savings (Year 1)	Incentives & Grants
Solar Photovoltaics	\$690,000	\$27,000	-\$2,200	\$214,000
Electric Vehicle Charging	\$40,000	\$0	-\$1,200	\$20,000
HVAC Electrification & Deferred Maintenance	\$420,000	\$4,800	\$2,000	\$154,500
HPWH Electrification	\$60,000	\$200	\$100	\$50,000
TACC Kitchen Equipment Electrification	\$50,000	\$0	\$0	\$26,500
City Hall Roofing Repairs	\$80,000	\$0	\$1,500	\$0
Project Totals	\$1,340,000	\$32,000	\$200	\$465,000

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Incentives & Grants Details

- **PCE: \$205k**
 - **Member Agency Energy Grant: \$155k**
 - Grant to support Member Agency efficiency and decarbonization
 - **Incentives: \$50k**
 - Incentives to reduce fossil-fuel use by supporting EV charging and facility efficiency and electrification
- **PG&E: \$46k**
 - Incentives to support facility efficiency and electrification
- **Federal ITC: \$214k**
 - Federal Investment Tax Credit (ITC) for Solar PV investment, made available to public agencies through 'direct payments' as enabled in the Inflation Reduction Act

Plus sub-market-rate financing from PCE:

- **GovBE 1% loan: \$320k**
 - Government Building Electrification (GovBE) ultra-low-interest loan to support facility electrification

Preliminary Project Financials



Financing Assumptions:

Project Cost: \$1.34M

City Contribution: \$200k

PCE Grant: \$155k

PCE 1% Loan: \$320k

TELP Financed : \$665k

TELP Interest Rate: 4.97%

Energy Escalation: 5%

Year	Energy Savings	O&M Savings	Incentives	Total Savings	TELP loan	PCE 1% Loan	O&M Cost (Solar, EV, etc.)	Total Program Costs	Net Savings	Cumulative Savings
Year 1	\$ 31,999	\$ 3,600	\$ -	\$ 35,599	\$ (53,177)	\$ (47,821)	\$ (3,400)	\$ (104,398)	\$ (68,799)	\$ (68,799)
Year 2	\$ 33,457	\$ 3,708	\$ 310,316	\$ 347,481	\$ (53,177)	\$ (47,821)	\$ (3,502)	\$ (104,500)	\$ 242,981	\$ 174,182
Year 3	\$ 34,981	\$ 3,819	\$ -	\$ 38,800	\$ (53,177)	\$ (47,821)	\$ (3,607)	\$ (104,605)	\$ (65,805)	\$ 108,377
Year 4	\$ 36,575	\$ 3,934	\$ -	\$ 40,509	\$ (53,177)	\$ (47,821)	\$ (3,715)	\$ (104,713)	\$ (64,204)	\$ 44,173
Year 5	\$ 38,242	\$ 4,052	\$ -	\$ 42,294	\$ (53,177)	\$ (47,821)	\$ (3,827)	\$ (104,824)	\$ (62,531)	\$ (18,358)
Year 6	\$ 39,985	\$ 4,173	\$ -	\$ 44,158	\$ (53,177)	\$ (47,821)	\$ (3,942)	\$ (104,939)	\$ (60,781)	\$ (79,139)
Year 7	\$ 41,807	\$ 4,299	\$ -	\$ 46,106	\$ (53,177)	\$ (47,821)	\$ (4,060)	\$ (105,058)	\$ (58,952)	\$ (138,091)
Year 8	\$ 43,713	\$ 4,428	\$ -	\$ 48,140	\$ (53,177)	\$ -	\$ (4,182)	\$ (57,358)	\$ (9,218)	\$ (147,309)
Year 9	\$ 45,705	\$ 4,560	\$ -	\$ 50,266	\$ (53,177)	\$ -	\$ (4,307)	\$ (57,484)	\$ (7,218)	\$ (154,527)
Year 10	\$ 47,789	\$ 4,697	\$ -	\$ 52,486	\$ (53,177)	\$ -	\$ (4,436)	\$ (57,613)	\$ (5,127)	\$ (159,653)
Year 11	\$ 49,968	\$ 4,838	\$ -	\$ 54,806	\$ (53,177)	\$ -	\$ (4,569)	\$ (57,746)	\$ (2,940)	\$ (162,593)
Year 12	\$ 52,246	\$ 4,983	\$ -	\$ 57,229	\$ (53,177)	\$ -	\$ (4,706)	\$ (57,883)	\$ (654)	\$ (163,247)
Year 13	\$ 54,628	\$ 5,133	\$ -	\$ 59,761	\$ (53,177)	\$ -	\$ (4,848)	\$ (58,024)	\$ 1,737	\$ (161,510)
Year 14	\$ 57,120	\$ 5,287	\$ -	\$ 62,406	\$ (53,177)	\$ -	\$ (4,993)	\$ (58,170)	\$ 4,237	\$ (157,273)
Year 15	\$ 59,725	\$ 5,445	\$ -	\$ 65,170	\$ (53,177)	\$ -	\$ (5,143)	\$ (58,319)	\$ 6,851	\$ (150,422)
Year 16	\$ 62,449	\$ 5,609	\$ -	\$ 68,057	\$ (53,177)	\$ -	\$ (5,297)	\$ (58,474)	\$ 9,584	\$ (140,839)
Year 17	\$ 65,297	\$ 5,777	\$ -	\$ 71,074	\$ (53,177)	\$ -	\$ (5,456)	\$ (58,633)	\$ 12,442	\$ (128,397)
Year 18	\$ 68,276	\$ 5,950	\$ -	\$ 74,226	\$ (53,177)	\$ -	\$ (5,620)	\$ (58,796)	\$ 15,430	\$ (112,967)
Year 19	\$ 71,391	\$ 6,129	\$ -	\$ 77,519	\$ (53,177)	\$ -	\$ (5,788)	\$ (58,965)	\$ 18,555	\$ (94,413)
Year 20	\$ 74,648	\$ 6,313	\$ -	\$ 80,961	\$ (53,177)	\$ -	\$ (5,962)	\$ (59,139)	\$ 21,822	\$ (72,591)
Year 21	\$ 42,214	\$ -	\$ -	\$ 42,214	\$ -	\$ -	\$ (3,070)	\$ (3,070)	\$ 39,144	\$ (33,447)
Year 22	\$ 44,103	\$ -	\$ -	\$ 44,103	\$ -	\$ -	\$ (3,163)	\$ (3,163)	\$ 40,941	\$ 7,494
Year 23	\$ 46,077	\$ -	\$ -	\$ 46,077	\$ -	\$ -	\$ (3,257)	\$ (3,257)	\$ 42,819	\$ 50,313
Year 24	\$ 48,139	\$ -	\$ -	\$ 48,139	\$ -	\$ -	\$ (3,355)	\$ (3,355)	\$ 44,784	\$ 95,096
Year 25	\$ 50,293	\$ -	\$ -	\$ 50,293	\$ -	\$ -	\$ (3,456)	\$ (3,456)	\$ 46,837	\$ 141,934
Year 26	\$ 52,543	\$ -	\$ -	\$ 52,543	\$ -	\$ -	\$ (3,559)	\$ (3,559)	\$ 48,984	\$ 190,918
Year 27	\$ 54,895	\$ -	\$ -	\$ 54,895	\$ -	\$ -	\$ (3,666)	\$ (3,666)	\$ 51,229	\$ 242,146
Year 28	\$ 57,351	\$ -	\$ -	\$ 57,351	\$ -	\$ -	\$ (3,776)	\$ (3,776)	\$ 53,575	\$ 295,721
Year 29	\$ 59,918	\$ -	\$ -	\$ 59,918	\$ -	\$ -	\$ (3,889)	\$ (3,889)	\$ 56,028	\$ 351,750
Year 30	\$ 62,599	\$ -	\$ -	\$ 62,599	\$ -	\$ -	\$ (4,006)	\$ (4,006)	\$ 58,593	\$ 410,342
Total	\$1,528,131	\$ 96,733	\$ 310,316	\$ 1,935,180	\$ (1,063,532)	\$ (334,748)	\$ (126,558)	\$ (1,524,838)	\$ 410,342	\$ 410,342

*Note: Willdan is not acting as a Financial Advisor. Project Financing options are provided as example only. Preliminary amounts may change as project is further developed.

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Discussion & Next Steps



Next Steps for City of Half Moon Bay Energy Project



PRELIMINARY ANALYSIS

No-Cost Initial Investigation

- Determine Client Goals
- Identify Potential Scopes of Work
- Site Walks & Staff Interviews
- Utility Analysis
- Estimate Energy & Operational Savings
- Review Grants, Utility Incentives, and Financing
- Subcontractor Engagement & Scope Cost Estimation

PROJECT DEVELOPMENT & FUNDING

NEXT STEPS

- Council approval of Energy Savings Performance Contract
- Refine scopes, costs, and savings for Council consideration
 - Targeting August '24 for Council presentation and approval

PROJECT BENEFITS

- Achieves 99% of 2025 facilities electrification goals & 13.6 MT annual CO2 savings
 - Provides EV charging for City fleet and public
- Onsite generation of clean renewable energy – 144,000 annual kwh
- Deferred maintenance and efficiency upgrades to HVAC and roofing
 - Project lifetime savings \$1.01M - \$1.48M
 - Captures \$785k in project incentives
- Full-service delivery with cost and performance guarantees

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Thank you!

Contact Info:

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Stephen Gribble
510-375-7898
sgribble@willdan.com

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **May 7, 2024**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: Maz Bozorginia, Public Works Director/City Engineer

TITLE: **2024 SUMMER BEACH UPDATE**

RECOMMENDATION:

Receive the 2024 Summer Beach Update on City and Sheriff's Office efforts for the notification, management, and enforcement for beaches and access points within the City limits and provide feedback to staff.

FISCAL IMPACT:

There is no fiscal impact associated with receiving this update. Costs associated with the elements of the report are part of the FY 2023-24 Public Works Operational Budget and within the contract between the City and San Mateo County for law enforcement services. For FY 2024-25, the proposed budget will include the funding necessary to continue the operations detailed in the report.

STRATEGIC ELEMENT:

This plan is consistent with the *Infrastructure and Environment* and *Healthy Communities and Public Safety* elements of the adopted Strategic Plan.

BACKGROUND:

Half Moon Bay and the San Mateo County coast are a prime recreation destination for the Bay Area as well as visitors from around the world. Within Half Moon Bay itself, public beaches extend north to south for almost 7 miles. Notable among the public beaches within City limits are Half Moon Bay State Beach comprising three distinct beach areas (Francis, Venice and Dunes Beaches), Poplar Beach, Surfer's Beach and Manhattan Beach (otherwise known as Canada Verde or Miramontes Point Beach). Great beach opportunities extend both north and south of the City along Highway 1. Information on Coastside beaches (including State Parks) can be found on the City's website at <https://www.half-moon-bay.ca.us/732/Beaches>.

Poplar Beach is City-owned and provides the public access to both the beach and California Coastal Trail and includes a public parking lot for passenger vehicles and equestrian trailers. Poplar Beach is a popular location for locals and visitors alike to recreate and escape the heat of

the Bay Area and has historically been a congregating point for large groups, particularly local youth and teens. Increasingly, Poplar Beach has become a meeting spot for groups coming from Bayside communities.

Over the last 5 years, the City and Sheriff's Office executed an amended service contract for Police Services which included additional conditions related to the summer season influx of beachgoers:

"During the summer months (Memorial Day Weekend through Labor Day Weekend), the Police Chief shall consider the City's beach and park areas to be an enforcement priority and shall make resource, deployment, and staffing decisions with that in mind. Within the confines of the staffing model and budget outlined in the current contract, the Police Chief will use a variety of tactics to maintain law and order at the beaches and parks, including but not limited to: routine patrols, increased patrols, redeployment of on-duty patrol force, foot patrols, overtime details at peak hours, electronic sign boards, use of the Crime Suppression Unit, etc. The Police Chief will retain the right to provide general police services within the policy guidelines and practices of the Sheriff's Office which establishes priorities for deputies when receiving multiple calls and when responding to more serious crimes or emergencies in progress."

Additionally, the Public Works Department incorporates additional staffing to allow for full-day Saturday and Sunday coverage of the City's Beaches, Parks, Downtown and other facilities. Public Works and the Sheriff's Police Services also have all-terrain vehicles capable of accessing the beaches and coastal trail even during the busiest of times. With the anticipated influx of visitors trying to escape the summer heat on the Bayside, it's expected to be another busy summer season. Being in the California Coastal Zone, the City is subject to the California Coastal Act which requires all beaches to remain open and accessible to the public 24 hours every day.

DISCUSSION:

Addressing the upcoming demand is a collaborative effort involving City Staff (City Manager's Office, Communications, and Public Works), the Sheriff's office, and regional stakeholders such as State Parks, County Parks, Caltrans and Highway Patrol. As temperatures increase outside of the coastal area, increase in visitors is anticipated which will impact coastal resources including beaches, parks, parking and refuse; especially on the holiday weekends:

- Memorial Day Weekend (May 24th – 27th)
- Independence Day Weekend (July 4th – July 7th)
- Labor Day Weekend (August 31st – September 2nd)

With this influx of visitors, the primary areas of effort will be focused on Public Outreach and Notification, Police Patrol and Enforcement, Traffic and Parking Management, and Public Facilities and Amenities.

Public Outreach and Notification

As done in past years, efforts will focus on signage and targeted outreach for visitors. This includes portable Changeable Message Signs (CMS) along Highway 1 and 92 reminding the community and visitors about parking, activities and the prohibition of fireworks on City and State Beaches. Additionally, smaller signs may also be posted at trail heads, parking lots and access points if needed.

Through the Sheriff's Office, outreach is coordinated with Caltrans, Highway Patrol and other partners to utilize tools such as 511, SMC Alert and on CMS's on regional freeways on the bayside (92, 280, 101). Targeted outreach will also be coordinated with School Districts, both coastside and bayside. Typically, students, especially seniors, frequent the coastal area and have been prone to have bonfires and leave trash on our beaches. Staff will contact the San Mateo County Superintendent of Schools, Cabrillo Unified School District and others to help spread the word on the rules of our beaches. In summary, notifications and information will be made through the following various channels:

- 511, SMC Alert and bayside Variable Message Signs (VMS)
- Portable CMS on local roads and highways
- Social Media Channels (Facebook, Instagram, Nextdoor, etc.)
- E-news (<https://www.half-moon-bay.ca.us/448/Email-Newsletters-Other-Periodicals>)

Police Patrol & Enforcement

As noted, the San Mateo County Sheriff provides law enforcement and related public safety functions for the City of Half Moon Bay and all adjoining areas to the City. The Sheriff's Department coordinates and supports Coastside law enforcement with California Highway Patrol and State Parks for enforcement, investigation and search, rescue and recovery.

The Sheriff's Department (via Community Services Officer) conducts regular checks of the Poplar Beach Parking Lot during daytime hours. Regular Sheriff Patrol covers the entire City 24-hours per day and includes beach areas and adjacent neighborhoods within City limits. The Patrol is also responsible for traffic and parking enforcement throughout the City. Under the City's contract for services, the Sheriff has committed to providing extra staffing in high demand times including holidays and weekends including:

- Beach and Trail Patrols, utilizing the Polaris off-road vehicle
- Additional patrols of parking lots and adjacent areas in late evening/early morning hours
- Additional staffing during the holiday weekends noted above
- When staffing allows, conduct focused enforcement at impacted intersections (Hwy 1/92; Hwy 1/Main St.)
- Continue to work with the California Highway Patrol to provide regular and focused traffic and parking enforcement in Half Moon Bay and the Coastside.

In 2021, a community member affiliated with the National Ski Patrol (NSP) requested City support in creating a volunteer bike patrol, under the umbrella of the NSP, to provide education, first aid, and other appropriate services along the California Coastal Trail. Several community volunteers patrol the trail on weekends and busy summer days. Trail patrol by the

Sheriff has been constrained due to budgetary and staff limitations. We continue to seek alternatives to provide this service, during peak seasons and beyond.

Access gates to Poplar Beach, as well as on Wavecrest Road and Redondo Beach Road, have also been part of the overall conversation, both during peak demand and on typical days. Historically, these gates were closed at night and reopened each morning. Due to concerns with required public access to the beaches, beginning in 2019 the gates were left open. Each location and situation is unique and different approaches have been explored to best balance public access and community concerns. Recently, concerns have been raised by the community regarding the Redondo Beach Road gate. After reviewing the adopted Local Coastal Land Use Plan (LCLUP) and in consultation with Coastal Commission staff, it was determined that a Coastal Development Permit would be necessary to close the existing access gate. City staff is drafting an application seeking authorization to lock the gate there and will work with local stakeholders (Golf Links, Coastside Land Trust, Property Owners) regarding this change in policy upon approval.

Traffic Management

Traffic on Highway 1 and 92 ultimately finds its way to local streets and neighborhoods. Visitors will always be looking for a parking spot as close to the beach as possible. Any given day in the summer months (or sunny days in general), the overflow of parking demand at Poplar Beach and State Beaches is met by on-street parking on public streets in neighborhoods west of Highway 1. The impacts to neighborhood parking varies during the peak season and by proximity to the beach access point. While current parking lots meet typical demand, peak seasons often exceed Poplar Beach Parking Lot and many of the available State Beach facilities.

The City contracts with the San Mateo County Sheriff for law enforcement including traffic enforcement on local, County and State roadways. The Public Works Department is responsible for maintaining local streets and regulatory signage. Signage was placed at Highway 1 and 92 regarding blocking of the intersection. Additionally, the City eliminated “right on red” activity at Main Street/Highway 92 in hopes of reducing “cut-through” traffic activity on weekends. Ultimately, the California Department of Transportation (Caltrans) is responsible for permitting, maintenance, management and operations of the highways including all traffic signals. The California Highway Patrol is a partner with all agencies and is the principal enforcement authority for Highway 1 and Highway 92. The Sheriff Patrol has and will continue to cite those violating traffic laws and to support the Highway Patrol. As noted previously, the City will be working on developing new traffic/congestion strategies.

Public Facilities & Amenities

The Public Works Department is responsible for the maintenance and operation of beaches, public parking lots, and portions of the coastal trail. The City supplements these efforts by contracting with Abundant Grace through the Coastal Clean Team Program to assist with litter clean-up on Poplar Beach, Poplar Parking Lot, the Coastal Trail and nearby neighborhoods. The

Maintenance Division is made up of seven individuals, including the Superintendent, who are responsible for Citywide maintenance. Maintenance duties include the following:

- The City will deploy maintenance staff to staff Poplar Beach and service other City beaches/facilities seven days a week inclusive of Memorial Day (May 27), Independence Day (July 4) and Labor Day (September 2).
- Weekend coverage will primarily be provided via Maintenance Assistant. Other maintenance staff will also be used for on-call demands and emergency coverage.
- Monitor and replace signage, barriers and other infrastructure as needed.

Litter removal and bathrooms are increased during the peak seasons as well. The additional maintenance presence will support the removal of litter as well as working with Republic Services for increased pick-ups as needed. Additional portable bathrooms are also provided at Poplar Beach Parking Lot (increase from 3 to 6 portable bathrooms) and 1 portable bathroom at the terminus of Kelly Street adjacent to the State Park. Servicing of the bathrooms will be increased daily given the use and demand on them.

CONCLUSION

The coastside can expect traffic and related impacts through the peak 2024 season. The impacts will be more acute during Bay Area heat waves and holiday weekends. This update provides a summary of the City's, Sheriff's and other Stakeholder operations to alleviate some of the issues and impacts that will be felt by residents and visitors alike. Staff seeks feedback from the council on these efforts, especially on the direction on the locking of the Redondo Beach Road gate.

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **May 7, 2024**

TO: Honorable Mayor and City Council

VIA: Matthew Chidester, City Manager

FROM: Karen Decker, Economic & Community Vitality Manager
Julissa Acosta, Management Analyst

TITLE: **COMMUNITY SERVICES FINANCIAL ASSISTANCE PROGRAM**

RECOMMENDATION:

Receive a subcommittee update on the Community Services Financial Assistance (CSFA) grant program and provide guidance to staff on grant amounts and parameters for Fiscal Year 2024-25 with the option to extend contracts a second year (through FY 2025-26), contingent on available funding.

FISCAL IMPACT:

Any funding allocations will be included in the Fiscal Year 2024-25 Recommended Budget including the option to extend additional allocations for FY 2025-26, contingent on available funding.

STRATEGIC ELEMENT:

This action supports all Elements of the Strategic Plan.

BACKGROUND:

The City piloted the Community Services Financial Assistance (CSFA) grant program in FY 2018-19 with the purpose of supporting important community programs and services. The first iteration of CSFA resulted in small grants with a broad focus to 15 local nonprofit organizations totaling \$100,000. Funded services ranged from education, cultural dance, animal services, homelessness and housing support, food security and dental care.

CSFA has evolved through the years with the creation of a subcommittee, and several strategic enhancements. First, Council progressively increased the total funding allocation for the CSFA program to \$300,000 to facilitate larger grants to organizations responding to the tremendous economic and public health needs brought on by the COVID-19 pandemic. The second strategic enhancement was to narrow the focus of services eligible for CSFA funding consistent with recommendations coming out of the Coastside Recovery Initiative. Those recommendations were to:

- Develop a more coordinated and integrated approach to providing safety net services for vulnerable individuals and families.
- Increase and strengthen capacity of providers to connect vulnerable residents to rental, financial and other public benefits assistance for which they may be eligible.

Council approved a final strategic enhancement based on staff's recommendation, which was to adopt a cohort funding model (a recognized best practice in grantmaking) that would support peer learning, capacity building, and collective impact. Executive leaders from each of the CSFA-funded organizations participate in quarterly convenings during the grant cycle, received technical assistance and work on integrated strategies for delivering critical safety net service – all in a supportive peer learning environment that emphasizes collaboration over competition.

The cohort model has resulted in greater impact for the CSFA program than has been true in the past. For the first time since its creation, CSFA-funded organizations are working toward shared goals rather than simply focusing on their individual programs. In FY 2022-23, they developed a shared messaging and communication platform with technical assistance provided through the Lightbox Collaborative. This messaging was used in a successful grant application to the State Commission on Mental Health that will support AllcoveHMB, a youth-led center that will provide primary and behavioral health services to youth and young adults. Another grantee was inspired by the cohort model and replicated the approach with out-of-school providers to improve service coordination.

Currently, CSFA grantees have furthered their understanding of collective impact practices, learned from the successes of the Si Se Puede collaborative in East San Jose and have narrowed their focus to refining the structure of the cohort and improving healthcare access for Coastsides residents as a critical need. Building on the momentum of the Health Care Advocacy Committee and Age-Friendly Initiative, CSFA-funded organizations opted to submit a joint Measure K application in January 2024 to expand healthcare access on the Coast. Healthcare access needs have only been exacerbated by the temporary closure of Seton Coastsides in Moss Beach. The results of the Measure K application are pending, and staff will convene the cohort at an upcoming retreat at the cohort's request to determine next steps.

DISCUSSION:

The CSFA Subcommittee met on April 9, 2024, to receive a mid-year update, review the program's progress, and provide direction for FY 2024-25. Additionally, staff reported that the annual grant cycle posed challenges administratively for the City and for the funded organizations who are required to pivot from collaborator to competitor mid-way through the grant cycle when the momentum of the cohort is at its highest and they need to prepare for their next funding request. The cohort's focus on community issues and needs, such as the expansion of healthcare, also require more time than what an annual grant cycle allows.

Based on the program's progression, evidence of greater impact and collaboration, and continued need for basic and essential services, staff brought the following recommendations for consideration before the subcommittee:

- Maintain focus on the safety net
- Continue support of the cohort model including technical assistance at a funding level of \$300,000 annually, contingent on funding
- Consider a two-year grant cycle, contingent on funding

Staff seeks direction from Council on the funding allocation for FY 2024-25 and consideration of a 2-year grant cycle. Staff recommends the Council authorize staff to proceed with the existing application process and eligibility criteria (Attachment), which includes continued focus on safety net services and continuation of the cohort model.

ATTACHMENT:

Eligibility Criteria

ELIGIBILITY CRITERIA AND APPLICATION PROCESS

Eligibility requirements:

- Applicants **must** provide essential safety net services.
- Applicants must be formally incorporated nonprofit entities based in Half Moon Bay, or provide services throughout San Mateo County and can demonstrate they are serving individuals who live or work in the City of Half Moon Bay
- Top consideration will be given to applicants who:
 - Demonstrate how program services will be coordinated, integrated, and leveraged among other relevant nonprofit safety net services.
 - Incorporate culturally competent services in language spoken by members of the community who may be hard to reach due to stigma, isolation, etc.
 - Incorporate innovative approaches and best practices in the delivery of services and programs.
 - If funded in FY 2023-24, demonstrate benefits gained by participating in the cohort and commitment to continued participation in the cohort.

For the purposes of the CSFA program, safety net services include:

- Essential safety net services include basic needs (food, housing, clothing), job-related support, childcare, after school care, help accessing public benefits and health / mental health support.

Proposal Process:

- Applicants must complete and submit the required application online.
- The application period for Fiscal Year 2024-25 will open May 8, 2024
- The deadline to apply for funds for Fiscal Year 2024-25 will be May 31, 2024
- City staff will review all applications to ensure eligibility requirements are met and for completeness; any applications which are incomplete will not be considered.
- The City Council CSFA Subcommittee will review the content of all applications and make a recommendation to the full City Council.
- The City Council of Half Moon Bay will take the CSFA Subcommittee's recommendation into consideration and make the final decisions on all grant funding.
- Once grantees have been selected, staff will prepare funding agreements and distribute funding between July-August 2024.

Reporting Requirements / Cohorts:

- Grant recipients will be required to have leadership staff participate in three to four cohort convenings per grant cycle. The purpose of these convenings is to encourage an integrated and collaborative approach among safety net service providers, exchange best practices, and discuss challenges in an open and supportive peer learning environment using the collective impact model.
- Grant recipients will be required to submit a mid-year report each Fiscal Year.
- New grant recipients who have not received CSFA funding in the past will need to submit a copy of their latest IRS Form 990 and will be required to provide an end of year financial statement.

BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: **May 7, 2024**

TO: Honorable Mayor and City Council
VIA: Matthew Chidester, City Manager
FROM: Maggie Rodriguez, Assistant City Clerk
TITLE: **APPOINTMENTS TO CITY COMMISSIONS**

RECOMMENDATION:

Mayor Jimenez to make a nomination to the Parks and Recreation Commission to fill a vacant seat.

FISCAL IMPACT:

None associated with this action.

STRATEGIC ELEMENT:

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

BACKGROUND:

There is currently a vacancy on the Parks and Recreation Commission for Mayor Jimenez's appointment. Therefore, an appointment to the Parks and Recreation Commission must be made.

Parks and Recreation Commission

Parks and Recreation Commission members are appointed by and serve for a term coinciding with members of the City Council, pursuant to the Commission Bylaws. The nomination process is not formally outlined in the bylaws, but the City's past practice has been to handle the process in the same manner used for the Planning Commission.

ATTACHMENT:

Willing to Serve Forms

Maggie Rodriguez

From: noreply@civicplus.com
Sent: Tuesday, March 12, 2024 4:05 PM
To: Jessica Blair
Subject: Online Form Submittal: Willing to Serve

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Willing to Serve

Thank you for your willingness to participate in making Half Moon Bay a better place! This "Willing to Serve" form can be used to apply to serve on one of the City's Commissions or Committees. Please note that information provided on this form is considered public information and may be made available to other applicants, members of the media, or the general public.

Commission or
Committee for which
you are applying: Parks and Recreation Commission

Name	Damien Rashidi
Address	[REDACTED]
City	Half Moon Bay
Zip code	94019
Phone 1	[REDACTED]
Phone 2	Field not completed.
Email	[REDACTED]@gmail.com
Occupation	University Student
Current employer	Field not completed.
Employer address	Field not completed.
City	Field not completed.
Zip code	Field not completed.

How long have you lived in Half Moon Bay?	Since August 2023
Educational background	High School Diploma from Temecula Valley High and a current Political Science student at San Francisco State
Professional experience	Former Intern for State-Senator Melissa Melendez, Intern for Joby Bernstein's run for congress 2024
Civic activities and community involvement	Former Intern for State-Senator Melissa Melendez, Intern for Joby Bernstein's run for congress, member of Coastside Democrats club
Are you able to attend:	Night meetings
Why are you seeking to be appointed to a City commission or committee?	My grandparents have lived in Half Moon Bay since the 90's so for my entire life this town has been a second home to me. Some of my best childhood memories took place on Half Moon Bay state beach or in this hills just above town, playing with my sister. Now as a resident I see an opportunity to serve the people and help contribute so other kids get the experiences I did. As a political science student I hoped to one day dedicate my life to public service, but I see an opportunity to start that service now at only 18 years old. I don't have as much experience as others, but I truly love this town, I am a fast learner, and will be dedicated to bettering the lives of the people around me. I seek to finish the vacant term till the end of 2024.
Have you attended any meetings of the City Council or other Half Moon Bay commissions or committees?	No
How did you become aware of this opportunity to serve?	The city newsletter
Today's date	03/12/24
Signature	Checking this box constitutes your signature and confirms that the information provided is accurate

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Maggie Rodriguez

From: noreply@civicplus.com
Sent: Tuesday, March 12, 2024 1:55 PM
To: Jessica Blair
Subject: Online Form Submittal: Willing to Serve

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Willing to Serve

Thank you for your willingness to participate in making Half Moon Bay a better place! This "Willing to Serve" form can be used to apply to serve on one of the City's Commissions or Committees. Please note that information provided on this form is considered public information and may be made available to other applicants, members of the media, or the general public.

Commission or Committee for which you are applying:	Parks and Recreation Commission
Name	Lindsay Walker
Address	[REDACTED]
City	Half Moon Bay
Zip code	94019
Phone 1	[REDACTED]
Phone 2	Field not completed.
Email	[REDACTED]@yahoo.com
Occupation	Recreation Management/ currently stay at home Mom
Current employer	Previously, Associate Director of Member Services, Stanford Department of Athletics Physical Education and Recreation
Employer address	455 Laurel Ave
City	Stanford, CA
Zip code	94305

How long have you lived in Half Moon Bay?	8 years
Educational background	Bachelor's in Kinesiology
Professional experience	Recreation, Wellness, Fitness management in Public and Private sector
Civic activities and community involvement	Coastside Mother's Club board, California Parks volunteer, volunteer personal trainer for people with special needs, member of non profit sports group for underwater rugby, fitness instructor for international students at the Stanford Bechtel center, Fitness writer for Kerby seniors newspaper, Mentor for PhD students at University of Calgary
Are you able to attend:	Either night or daytime meetings
Why are you seeking to be appointed to a City commission or committee?	I have a great passion and interest in the recreation and parks on the coast and would love to be involved in the process of continuing to improve them.
Have you attended any meetings of the City Council or other Half Moon Bay commissions or committees?	No
How did you become aware of this opportunity to serve?	Nextdoor
Today's date	March 12, 2024
Signature	Checking this box constitutes your signature and confirms that the information provided is accurate

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Maggie Rodriguez

From: noreply@civicplus.com
Sent: Monday, March 4, 2024 6:07 PM
To: Jessica Blair
Subject: Online Form Submittal: Willing to Serve

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Willing to Serve

Thank you for your willingness to participate in making Half Moon Bay a better place! This "Willing to Serve" form can be used to apply to serve on one of the City's Commissions or Committees. Please note that information provided on this form is considered public information and may be made available to other applicants, members of the media, or the general public.

Commission or Committee for which you are applying:	Parks and Recreation Commission
Name	Michael Putnam
Address	
City	HALF MOON BAY
Zip code	94019-1928
Phone 1	
Phone 2	
Email	ahoo.com
Occupation	Former teacher at Half Moon Bay High school
Current employer	Retired
Employer address	Field not completed.
City	Field not completed.
Zip code	Field not completed.

How long have you lived in Half Moon Bay?	49 years
Educational background	Master's degree in History
Professional experience	Bargaining Chair for Cabrillo Teachers Association
Civic activities and community involvement	None
Are you able to attend:	Either night or daytime meetings
Why are you seeking to be appointed to a City commission or committee?	I want to make a difference in the community. As a teacher I heard from many of my students that there aren't enough parks or recreational opportunities in Half Moon Bay,
Have you attended any meetings of the City Council or other Half Moon Bay commissions or committees?	No
How did you become aware of this opportunity to serve?	Facebook
Today's date	3/4/2024
Signature	Checking this box constitutes your signature and confirms that the information provided is accurate

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Maggie Rodriguez

From: noreply@civicplus.com
Sent: Thursday, February 29, 2024 7:26 PM
To: Jessica Blair
Subject: Online Form Submittal: Willing to Serve

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Willing to Serve

Thank you for your willingness to participate in making Half Moon Bay a better place! This "Willing to Serve" form can be used to apply to serve on one of the City's Commissions or Committees. Please note that information provided on this form is considered public information and may be made available to other applicants, members of the media, or the general public.

Commission or Committee for which you are applying:	Parks and Recreation Commission
Name	Ryan Molyneaux
Address	
City	Half Moon Bay
Zip code	94019
Phone 1	
Phone 2	Field not completed.
Email	 @nail.com
Occupation	Marketing Professional / Martial Arts Instructor / Digital Artist
Current employer	Capoeira Ijexa and my own Creative Company, Anthroponeural
Employer address	
City	Half Moon Bay
Zip code	94019

How long have you lived in Half Moon Bay?	8 years and 15 more years in Pacifica and Montara
Educational background	High School, Some Business Administration in College
Professional experience	I have worked in entertainment and tech - at Google, Facebook, Netflix, and Ubisoft
Civic activities and community involvement	I attended the HMB NET program, many city council meetings and organized various activities with local indigenous groups and park activities in El Granada.
Are you able to attend:	Either night or daytime meetings
Why are you seeking to be appointed to a City commission or committee?	I believe we have something special in this coastal mountain side city by the bay - and the team that works for the city is just as special, plus sincere and intentional in all they do. I would like to support and be a part of that.
Have you attended any meetings of the City Council or other Half Moon Bay commissions or committees?	Yes
How did you become aware of this opportunity to serve?	A friend living in Half Moon Bay
Today's date	February 29, 2024
Signature	Checking this box constitutes your signature and confirms that the information provided is accurate

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Maggie Rodriguez

From: noreply@civicplus.com
Sent: Thursday, February 29, 2024 5:14 PM
To: Jessica Blair
Subject: Online Form Submittal: Willing to Serve

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Willing to Serve

Thank you for your willingness to participate in making Half Moon Bay a better place! This "Willing to Serve" form can be used to apply to serve on one of the City's Commissions or Committees. Please note that information provided on this form is considered public information and may be made available to other applicants, members of the media, or the general public.

Commission or Committee for which you are applying: Parks and Recreation Commission

Name Nate Trautwein
Address 
City Half Moon Bay
Zip code 94019
Phone 1 
Phone 2 Field not completed.
Email gmail.com
Occupation International Tax adviser
Current employer Amazon.com Services LLC
Employer address 202 Westlake Ave N
City Seattle
Zip code 98109

How long have you lived in Half Moon Bay?	14 years
Educational background	Bachelor degree in International Business / Minor in Spanish - University of Nebraska, Lincoln
Professional experience	Prior to joining Amazon, I worked for various Big 4 accounting firms as a tax consultant and helped US based companies understand international sales tax (VAT/GST) laws such that they properly charged and recovered taxes.
Civic activities and community involvement	None
Are you able to attend:	Night meetings
Why are you seeking to be appointed to a City commission or committee?	I grew up in a town with many parks and facilities (e.g. YMCA) where kids would spend lots of time when not in school. Such opportunities really benefited and shaped my childhood. While there are several parks in HMB, there is a lack of public basketball, tennis and similar fields for kids and adults to use. In visiting family in Colorado, I am jealous of the public recreation centers available in most towns which include gyms, pools and other facilities. San Mateo has declared a 'loneliness' epidemic and I feel that public recreation facilities which cater to all ages can help the community come closer together and combat this issue.
Have you attended any meetings of the City Council or other Half Moon Bay commissions or committees?	Yes
How did you become aware of this opportunity to serve?	digital newsletter
Today's date	2/29/2024
Signature	Checking this box constitutes your signature and confirms that the information provided is accurate

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Maggie Rodriguez

From: noreply@civicplus.com
Sent: Thursday, February 29, 2024 3:35 PM
To: Jessica Blair
Subject: Online Form Submittal: Willing to Serve

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Willing to Serve

Thank you for your willingness to participate in making Half Moon Bay a better place! This "Willing to Serve" form can be used to apply to serve on one of the City's Commissions or Committees. Please note that information provided on this form is considered public information and may be made available to other applicants, members of the media, or the general public.

Commission or
Committee for which
you are applying: Parks and Recreation Commission

Name Kit Cutler

Address

City Half Moon Bay

Zip code 94019

Phone 1

Phone 2 Field not completed.

Email [REDACTED]@icloud.com

Occupation Supply Chain Director

Current employer Collaborative Robotics

Employer address 2250 Walsh Ave

City Santa Clara

Zip code 95050

How long have you lived in Half Moon Bay?	8 years
Educational background	B.A. in History (Princeton University); MBA in Finance & Accounting (Wharton School of the University of Pennsylvania)
Professional experience	10 years in nonprofit sector, including Local Government advisory for the U.S. Peace Corps and the Urban Institute. Since 2012, worked as a supply chain manager for Apple, Zoox (Amazon self-driving car subsidiary), and Collaborative Robotics
Civic activities and community involvement	None yet! But I'm excited to start.
Are you able to attend:	Night meetings
Why are you seeking to be appointed to a City commission or committee?	I love living in Half Moon Bay, and I am interested in volunteering for the community and local government (see my career experience, above). With a toddler son, I have been a frequent visitor to various parks, and I'm interested in serving the community and other parents like me by serving on the Parks & Recreation Commission.
Have you attended any meetings of the City Council or other Half Moon Bay commissions or committees?	Yes
How did you become aware of this opportunity to serve?	From the City of Half Moon Bay's email on 2/29
Today's date	February 29, 2024
Signature	Checking this box constitutes your signature and confirms that the information provided is accurate

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Maggie Rodriguez

From: noreply@civicplus.com
Sent: Sunday, November 26, 2023 6:25 PM
To: Jessica Blair
Subject: Online Form Submittal: Willing to Serve

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Willing to Serve

Thank you for your willingness to participate in making Half Moon Bay a better place! This "Willing to Serve" form can be used to apply to serve on one of the City's Commissions or Committees. Please note that information provided on this form is considered public information and may be made available to other applicants, members of the media, or the general public.

Commission Parks and Recreation Commission
or
Committee
for which you
are applying:

Name David Amir Pantera

Address 

City Half Moon Bay

Zip code 94019

Phone 1 

Phone 2 *Field not completed.*

Email  ail.com

Occupation Product Manager

Current
employer Google

Employer
address 

City Half Moon Bay

Zip code	94019
How long have you lived in Half Moon Bay?	25 years (born and raised)
Educational background	Bachelor's Degree, Stanford University
Professional experience	I began my journey with the City of HMB at the age of 15, serving in various capacities at City Hall and the Parks and Recreation Department until I left for college. These experiences allowed me to gain invaluable insights into local governance and city management. I even attended every single City Council and Planning Commission meeting for a 3 year stretch, having the responsibility of setting up and cleaning up these sessions. Here is a profile the HMB Review did on me upon finishing up my time at City Hall: https://www.hmbreview.com/news/intern-looks-back-at-3-years-at-city-hall/article_ca69390c-301d-11e7-ae29-2fef2801b87e.html During my time at Half Moon Bay High School, I proudly served as the student body president, and I also represented the youth on several city and county committees. Additionally, I interned for Congresswoman Jackie Speier at her San Mateo congressional office. HMBHS honored me with its highest recognition for community service and citizenship upon my graduation, and I was privileged to receive a Mayor's Award from Debbie Ruddock as I left the City and embarked on my college journey at Stanford (here is a picture of the plaque given to me by the mayor at the City Council meeting: https://www.linkedin.com/in/davidpantera/details/experience/974981054/multiple-media-viewer/?profileId=ACoAACG7LKcBAX3igk__wxfHJ8_1H1kN1LPZOWI&treasuryMediaId=1531948800824). At Stanford, where I pursued studies in economics, I continued my commitment to community service. In some capacities, still giving back to HMB (https://www.hmbreview.com/news/local-college-student-brings-new-game-to-half-moon-bay/article_d5e97616-a0a6-11e8-bcb1-4b1ea74e2340.html). At Stanford, I honed my skills for representation and advocacy as a three-year class president, the chairman and member of several University committees, and as a student representative and voting trustee of the Stanford University Board of Trustees. I was named a Forbes 30 under 30 scholar for my academic achievements, and spoke constantly about the role that my time at the City of HMB played in my passion for community service (here is another HMB Review article on that: https://www.hmbreview.com/news/hmbhs-grad-named-forbes-scholar/article_09c1d6ee-cf55-11e9-bca4-2f0208a1059b.html). Upon graduating Stanford and resigning from the Board of Trustees, I was awarded with the Stanford Lyone's award, its highest recognition for community service & citizenship. Following my Stanford graduation, I have joined Google in the AI technology space, and I am set to return to Stanford for my MBA in 2025. Having recently returned to Half Moon Bay, I am eager to contribute to the community once again. LinkedIn: https://www.linkedin.com/in/davidpantera/

Civic activities and community involvement	1) Half Moon Bay High School: Student body president, president of the school site council, student body vice president, freshman class president. Varsity athlete. Citizenship award recipient. WASC committee member. Health & Wellness committee chairman. Numerous administrative hiring committees. 2) Boy Scout Troop 263 (Half Moon Bay): Eagle Scout. Order of the Arrow Brotherhood member. Junior assistant scoutmaster. 3) City of Half Moon Bay: Management analyst intern (2014-2017). Parks & Recreation attendant (2015-2017). Recipient of a service recognition award from the mayor in 2017. 4) San Mateo County Sheriff's Activity League (SAL): Youth Summit planning committee, founding member. 5) Friends of the City of HMB Parks & Recreation Committee: Volunteer (2020-present). 6) Congresswoman Jackie Speier: Legislative aide (2015-2016) 7) Member of the Coastside Methodist Church
Are you able to attend:	Either night or daytime meetings
Why are you seeking to be appointed to a City commission or committee?	My motivation to seek this appointment is driven by a deep-rooted commitment to Half Moon Bay, a profound appreciation for the community that has nurtured me, and a strong desire to contribute my skills and experiences to further enhance our city's well-being. Having grown up in Half Moon Bay, I have witnessed the positive impact that local governance and community involvement can have on our beautiful coastal town. My previous experiences working at City Hall, volunteering with various committees, and representing the youth in both city and county capacities have given me valuable insights into the workings of local government. During my time at Stanford University and in my professional career at Google, I have continued to develop leadership, problem-solving, and teamwork skills that I believe would be valuable assets to a City commission or committee. I am passionate about community service, and it is a core value that has been instilled in me from a young age. I want to give back to the place I call home and help shape the future of Half Moon Bay in a positive way. By serving on a City commission or committee, I hope to contribute my dedication, expertise, and fresh perspectives to the betterment of our community. I am open to any opportunity to serve, in any capacity, on any committee or commission. I look forward to the opportunity to discuss this further and to learn about any specific requirements or processes involved in the appointment to such roles. Thank you for considering my request, and I am eager to explore how I can make a meaningful contribution to Half Moon Bay.
Have you attended any meetings of the City Council or	Yes

other Half
Moon Bay
commissions
or
committees?

How did you become aware of this opportunity to serve?

Invited to submit WTS form by Councilwoman Debbie Ruddock.

Today's date 11/26/2023

Signature ☐ Checking this box constitutes your signature and confirms that the information provided is accurate

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WILLING TO SERVE FORM CITY OF HALF MOON BAY

501 Main Street * Half Moon Bay * California 94019

COMMISSION / COMMITTEE APPLYING FOR:

PLANNING COMMISSION

PARKS & RECREATION COMMISSION

MAIN STREET BRIDGE ADVISORY COMMITTEE

GENERAL PLAN ADVISORY COMMITTEE

BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE

OTHER: _____

☐
☒
☐
☐
☐

INFORMATION PROVIDED ON THIS APPLICATION IS PUBLIC INFORMATION AND MAY BE MADE AVAILABLE TO OTHER APPLICANTS, MEMBERS OF THE PRESS, OR THE GENERAL PUBLIC.

NAME Tito Hernandez
(please print)

PHONE [REDACTED]

ADDRESS [REDACTED] CITY Half Moon Bay ZIP CODE 94019

EMAIL ADDRESS [REDACTED] /aahoo.com

PRESENT EMPLOYER Cutting edge POSITION Foreman

EMPLOYER
ADDRESS 15 dorman ave CITY San Francisco ZIP CODE 94124

HOW LONG HAVE YOU RESIDED IN HALF MOON BAY? 26 years

EDUCATIONAL BACKGROUND High Schoo diploma, graduated from Tracy adult school

PROFESSIONAL EXPERIENCE Construction for 15 years+

CIVIC ACTIVITIES & COMMUNITY INVOLVEMENT:

(Please include any present or past membership on county or city boards, committees, community groups or organizations)

Toy drives

ARE YOU ABLE TO ATTEND NIGHT MEETINGS? yes DAY MEETINGS? depends
EITHER? _____

WHY ARE YOU SEEKING THE APPOINTMENT? I would like to get involved with the community

HAVE YOU ATTENDED ANY MEETINGS OF THE CITY COUNCIL OR OTHER CITY OF HALF MOON BAY
BOARDS AND COMMISSIONS? I have not yet attended any meetings.

HOW DID YOU BECOME AWARE OF THE OPENING? Joaquin Jimenez

04/2/2024

DATE


SIGNATURE

PLEASE RETURN COMPLETED FORM AND RESUME TO:

JESSICA BLAIR, CITY CLERK
CITY OF HALF MOON BAY
501 MAIN STREET
HALF MOON BAY, CA 94019
(650) 726-8271
jblair@hmbcity.com