

PROFESSIONAL SERVICES CONTRACT BETWEEN  
THE CITY OF HUNTINGTON BEACH AND  
KIMLEY-HORN AND ASSOCIATES, INC.  
FOR  
PREPARATION OF THE 2021-2029 GENERAL PLAN HOUSING ELEMENT UPDATE

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY," and KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina Corporation hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to prepare the 2021-2029 General Plan Housing Element Update; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit "A,"** which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates David Barquist who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on October 19, 2020 (the "Commencement Date"). This Agreement shall automatically terminate three (3) years from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than October 15, 2021. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

In the event the Commencement Date precedes the Effective Date, CONSULTANT shall be bound by all terms and conditions as provided herein.

This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the CONSULTANT does not control. CONSULTANT shall not have liability for any delays, expenses, losses, damages, or are deemed in breach which are caused by any factor outside of its reasonable control, including but not limited to natural disasters, epidemics (including COVID 19), adverse weather, or acts of the CITY, third parties, or governmental agencies.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed Five Hundred Eighty One Thousand and One Hundred Fifty Eight Dollars (\$581,158).

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of **Exhibit "B."**

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

A. CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including costs and fees of litigation of every nature or liability of any kind or nature) to the extent arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole or active negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall

approve selection of CONSULTANT's counsel for claims for which Consultant is required to indemnify hereunder. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

B. To the extent that CONSULTANT performs "Design Professional Services" within the meaning of Civil Code Section 2782.8, then the following Hold Harmless provision applies in place of subsection A above:

"CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY and its officers, elected or appointed officials, employees, agents and volunteers, from and against any and all claims, damages, losses, expenses, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) to the extent that the claims against CONSULTANT arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. In no event shall the cost to defend charged to CONSULTANT exceed CONSULTANT's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more other defendants to the claims and/or litigation is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONSULTANT shall meet and confer with CITY and other defendants regarding unpaid defense costs. The duty to indemnify, including the duty and the cost to defend, is limited as provided in California Civil Code Section 2782.8.

C. Regardless of whether subparagraph A or B applies, CITY shall be reimbursed by CONSULTANT for all costs and attorney's fees incurred by CITY in enforcing this obligation. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT's professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance policy "deductible" of Ten Thousand Dollars (\$10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

If CONSULTANT fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not effect Consultant's right to be paid for its time and materials expended prior to notification of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and
- C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as

the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

City of Huntington Beach  
ATTN: Nicolle Aube  
2000 Main Street  
Huntington Beach, CA 92648

TO CONSULTANT:

David Barquist  
765 The City Drive, Suite 200  
Orange, CA 92868  
[Dave.Barquist@Kimley-Horn.com](mailto:Dave.Barquist@Kimley-Horn.com)

17. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.



20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

26. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

27. SIGNATORIES

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

28. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

29. EFFECTIVE DATE

This Agreement shall be effective on the date of its approval by the City Council.  
This Agreement shall expire when terminated as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers.

CONSULTANT,

KIMLEY-HORN AND ASSOCIATES, INC.  
COMPANY NAME

CITY OF HUNTINGTON BEACH, a  
municipal corporation of the State of  
California

By: \_\_\_\_\_

\_\_\_\_\_  
print name

**ITS:** *(circle one)* Chairman/President/Vice President

**AND**

By: \_\_\_\_\_

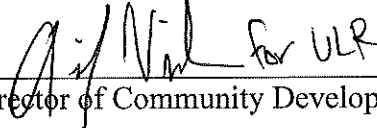
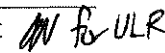
\_\_\_\_\_  
print name

**ITS:** *(circle one)* Secretary/Chief Financial Officer/Asst.  
Secretary - Treasurer

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk


INITIATED AND APPROVED:

 for ULR  
\_\_\_\_\_  
Director of Community Development  for ULR

REVIEWED AND APPROVED:

\_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney 

## **EXHIBIT "A"**

A. STATEMENT OF WORK: (Narrative of work to be performed)

Kimley-Horn and Associates, Inc. will prepare the 2021-2029 General Plan Housing Element Update. See attached scope of work.

B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

The consultant will be responsible for preparation of the 2021-2029 General Plan Housing Element. This includes several tasks such as document analysis, preparing a housing plan, community engagement, CEQA compliance, attending public hearings, and final Housing Element certification with HCD. See attached scope of work for detailed description of duties and responsibilities.

C. CITY'S DUTIES AND RESPONSIBILITIES:

See attached scope of work.

D. WORK PROGRAM/PROJECT SCHEDULE:

See attached scope of work.

## EXHIBIT "B"

### Payment Schedule (Hourly Payment)

#### A. Hourly Rate

CONSULTANT'S fees for such services shall be based upon the following hourly rate and cost schedule:

<u>Kimley-Horn</u>	
Principal	\$275/hour
Senior Planner	\$168/hour
Associate Planner	\$130/hour
Assistant Planner/	\$110/hour
Graphics	
Admin Support	\$110/hour

#### B. Travel Charges for time during travel are not reimbursable.

#### C. Billing

1. All billing shall be done monthly in fifteen (15) minute increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.
2. Each month's bill should include a total to date. That total should provide, at a glance, the total fees and costs incurred to date for the project.
3. A copy of memoranda, letters, reports, calculations and other documentation prepared by CONSULTANT may be required to be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.
4. CONSULTANT shall submit to CITY an invoice for each monthly payment due. Such invoice shall:
  - A) Reference this Agreement;
  - B) Describe the services performed;
  - C) Show the total amount of the payment due;
  - D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
  - E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of

performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

5. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

## **EXHIBIT "B"**

### **Payment Schedule (Fixed Fee Payment)**

1. CONSULTANT shall be entitled to monthly progress payments toward the fixed fee set forth herein in accordance with the following progress and payment schedules.

2. Delivery of work product: A copy of every memorandum, letter, report, calculation and other documentation prepared by CONSULTANT shall be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.

3. CONSULTANT shall submit to CITY an invoice for each monthly progress payment due. Such invoice shall:

- A) Reference this Agreement;
- B) Describe the services performed;
- C) Show the total amount of the payment due;
- D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
- E) For all payments include an estimate of the percentage of work completed.

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4. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.



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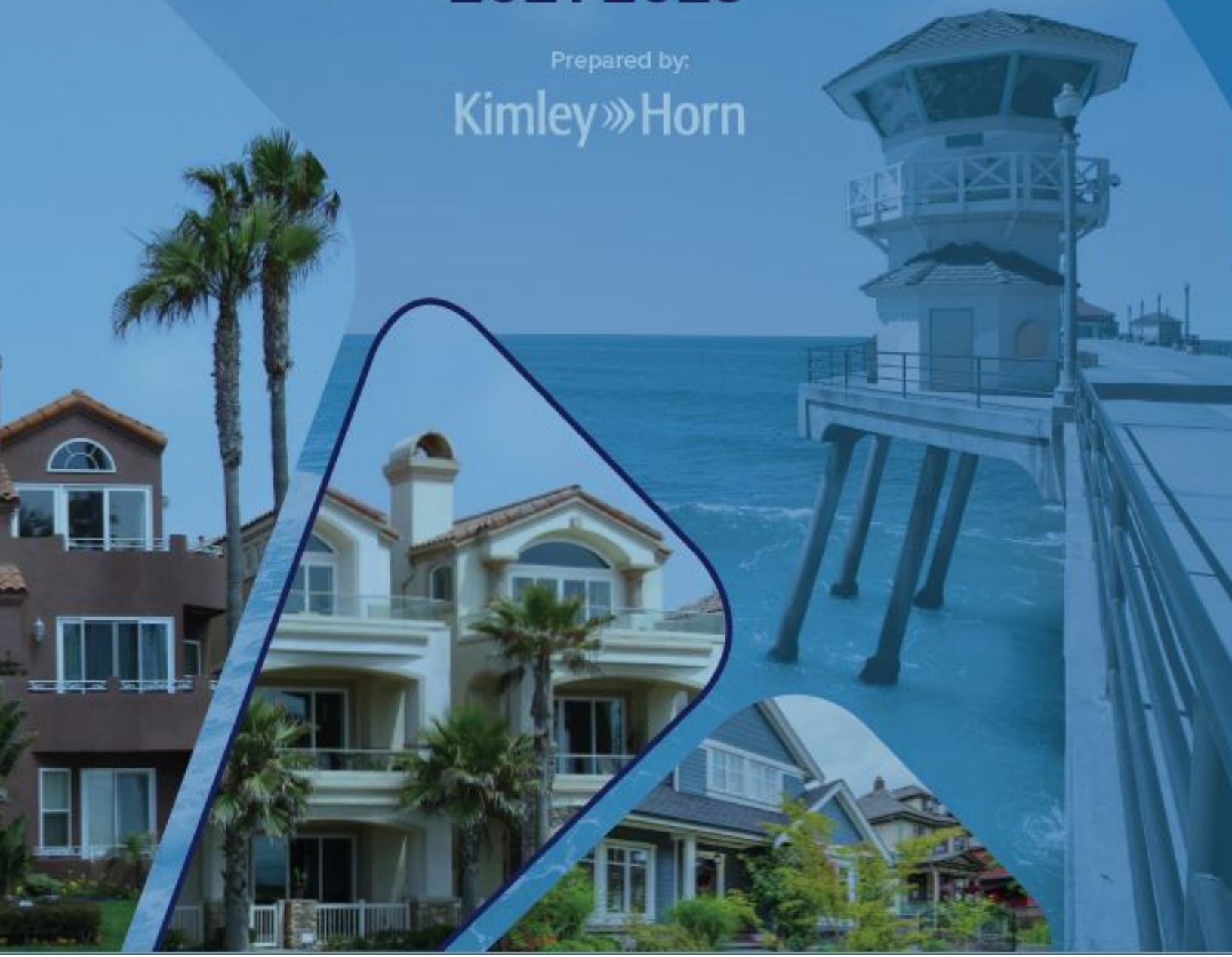


*PROPOSAL TO PROVIDE*

# HOUSING ELEMENT UPDATE

## 2021-2029

Prepared by:  
**Kimley»Horn**



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## A. VENDOR APPLICATION FORM AND COVER LETTER

June 12, 2020  
Ms. Jennifer Andersen  
City Buyer  
City of Huntington Beach  
2000 Main Street  
Huntington Beach, CA 92648

765 The City  
Drive  
Suite 200  
Orange, CA  
92868  
TEL 714 939  
1000

### RE: 2021-2019 Housing Element Update

Dear Ms. Andersen and Members of the Selection Committee:

Kimley-Horn provides the **City of Huntington Beach** with a team of Housing Element specialists that not only have a proven record of preparing successful Housing Element Updates but work with local communities as trusted advisors in all aspects of Housing Element statutory requirements and policy development. We understand how to effectively tailor and implement State Housing Element Laws to meet local community needs and use our familiarity with California State Department of Housing and Community Development (HCD) procedures to assist the City in achieving a certified Housing Element.

Kimley-Horn has worked with cities and counties throughout California and our team has collaborated extensively with HCD staff since the early 1990s. Housing Element compliance has become an increasingly daunting task, and the upcoming 6th Cycle will be no exception. Therefore, the City will need a team that has recent, practical experience in Housing Element Updates and understands how to work with HCD, stakeholders, and decision-makers.

The Kimley-Horn team offers the following strengths for your consideration:

**Specialists in the Housing Element Certification Process** – The Kimley-Horn team has significant staff expertise and knowledge of the requirements for achieving certification by HCD. Our team has years of experience in multiple Housing Element Update cycles and can translate our recent 6<sup>th</sup> Cycle experience working with HCD in several Southern California jurisdictions to the benefit of the City. Kimley-Horn has had tremendous success when collaborating proactively with HCD to achieve statutory compliance.

**Understand and have Practical Experience with New Housing Laws** – The California legislature has enacted numerous new housing laws in just the past few years. Many of these laws directly affect the analysis and content of the Housing Element. Kimley-Horn is one of the first consulting firms to work under the requirements of these new statutes, even before HCD has provided local guidance for interpreting these new laws. This means that the City will have a team that possesses an “insider knowledge” of new statutory requirements, and how HCD interprets them during Housing Element compliance review. Based on this experience, Kimley-Horn can inform Huntington Beach of HCD’s interpretation of these laws and the acceptable methods/analysis/actions the City must employ.

**Approach Tailored to Your Success** – Kimley-Horn will work closely with Huntington Beach to provide a scope of services required to support policies and programs that are consistent with the

community's vision. We have committed a team of qualified and experienced specialists who are identified in this proposal and will help the City develop its housing policy goals. Kimley-Horn's greatest strength is in our desire to create strong interpersonal relationships with our clients and the stakeholders they serve, resulting in a mutually enjoyable and rewarding work effort. Kimley-Horn will provide local coordination from our Orange office where our planning staff is supported by in-house technical resources.

**Comprehensive and Experienced Team** – Our project manager, **Dave Barquist, AICP**, has a strong record of successful housing program management and State certification of Housing Elements. Our team will work directly with the City to guide the day-to-day tasks of all projects towards successful completion. Our team is supported by a core group of experienced professionals to work with the City. **Rita Garcia** will serve as project manager for the Environmental Documents. Rita has 30 years of CEQA and planning experience, including recent evaluations of Housing Element Updates.

**Quality Documents** – Kimley-Horn's commitment to quality can be attested through the many professional awards received for our projects, and the satisfaction of our clients and the communities they serve. Our documentation is thorough, and the presentation of information is clear, concise, understandable, and defensible. We understand the nuances of creating policy documents that meet State-mandated requirements, while supporting and advancing the local goals and policies of the community.

**Commitment to the City of Huntington Beach** – We know that a strong commitment to client satisfaction and a quality product must be the foundation of our service to you. Our local Orange office is a short drive from the City's offices and our nearest office to you, thereby allowing Huntington Beach to enjoy greater access to our team. Kimley-Horn commits to be responsive and available to you when you need us. Our team will provide proactive communication and function as an extension of your staff to the City, so together we can complete this project successfully.

We have reviewed and understand all elements of the City's Request for Proposals (RFP) and are committed to performing the services as outlined in the scope of work provided. Our scope of services assumes completion of this work effort by the October 15, 2021 deadline.

Kimley-Horn appreciates the opportunity to submit this proposal to the City and welcomes the opportunity to work as your trusted advisor and Housing Element team. Please do not hesitate to contact Dave at 714.705.1317, [dave.barquist@kimley-horn.com](mailto:dave.barquist@kimley-horn.com), or the address on the previous page (our nearest local office to the City) if you have any questions or require additional information. Our proposal price will be valid for a period of at least 180 days.

Sincerely,

**KIMLEY-HORN AND ASSOCIATES, INC.**



David Barquist, AICP  
Project Manager



Jason Melchor, P.E.  
Associate/Authorized Signer



**REQUEST FOR PROPOSAL  
VENDOR APPLICATION FORM**

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

Legal Contractual Name of Corporation: Kimley-Horn and Associates, Inc.

Contact Person for Agreement: Jason Melchor

Corporate Mailing Address: 765 The City Drive, Suite 200

City, State and Zip Code: Orange, CA 92868

E-Mail Address: jason.melchor@kimley-horn.com

Phone: 714-939-1030 Fax: 714-621-0368

Contact Person for Proposals: Dave Barquist

Title: Associate E-Mail Address: dave.barquist@kimley-horn.com

Business Telephone: 714-939-1030 Business Fax: 714-621-0368

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

<input checked="" type="checkbox"/> CORPORATION	<input type="checkbox"/> LIMITED LIABILITY PARTNERSHIP
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> SOLE PROPRIETORSHIP
<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
<u>Steven E. Lefton</u>	<u>Ceo, President, Director</u>	<u>703-674-1300</u>
<u>John C. Atz</u>	<u>Chairman, Sr. Vice President</u>	<u>561-845-0665</u>
<u>David L. McEntee</u>	<u>Vice President, Treasurer, Assistant Secretary</u>	<u>919-677-2000</u>
<u>Tammy L. Flanagan</u>	<u>CFO, Sr. Vice President, Secretary</u>	<u>919-677-2000</u>
<u>Richard N. Cook</u>	<u>Sr. Vice President, Secretary</u>	<u>919-677-2000</u>

Federal Tax Identification Number: 56-0885615

City of Huntington Beach Business License Number: A274292  
(If none, you must obtain a Huntington Beach Business License upon award of contract.)

City of Huntington Beach Business License Expiration Date: 12/31/2020

## B. BACKGROUND AND PROJECT SUMMARY SECTION

The City of Huntington Beach is requesting the services of a highly experienced Housing Element consultant to assist the City in completing the State-Mandated Housing Element Update. The 6th Cycle Housing Element must be updated to comply with the current RHNA process and new statutory requirements. Kimley-Horn will provide Huntington Beach with seasoned technical specialists to achieve certification by HCD and approval by the City Council within the timeframe established by state law. Our scope of services provides the necessary tasks to achieve statutory compliance, while providing the City with a locally based policy document that reflects the visions and values of Orange County.

Unique from prior Housing Element planning cycles, new state legislation has significantly heightened the consequences of not having a certified Housing Element and empowers the state to implement a variety of remedies, such as the provisions of AB 72, to monitor progress and potentially de-certify Housing Elements if they fail to comply with adopted policies/programs in a timely manner.

Our scope of services and project schedule reflects adherence with state mandated deadlines and provides an adequate level of schedule buffer to proactively address potential issues with HCD. Additionally, due to the limited funding and financing resources currently available to the City for housing-related activities, a certified Housing Element may help to meet eligibility requirements for future state housing funds, grants and other financial assistance. ***Our strategic approach considers policies and programs that can maximize Hunting Beach's potential for acquiring grants and other alternative for funding and financing sources.***

To develop effective planning policy in the City of Huntington Beach, it is important to fully understand the key planning issues in the community. While the Housing Element is a state-mandated policy document, the Housing Element's policy program is a statement of the City's vision and community values. During the community engagement process, many of the City's planning issues will be identified and policy solutions explored.

### ***Understanding of Local Context***

Kimley-Horn understands that the City's 6<sup>th</sup> Cycle Housing Element Update will substantially differ from the 5<sup>th</sup> Cycle Update due to new statutory requirements and a significantly increased RHNA allocation of 13,337 units compared to the 5<sup>th</sup> Cycle allocation of 1,353 units.

The City of Huntington Beach is generally considered a "built-out" community, with limited vacant land available to accommodate future growth need. This will require the identification of infill opportunities in residential and non-residential areas. Existing land use policy, including Specific Plan areas may facilitate infill and mixed-use development in targeted areas. However, many of these sites may no longer meet the statutory requirements to identify them as appropriate for lower income households. As a result, the City may be required to employ creative solutions to facilitate the development of lower income housing to demonstrate the ability to accommodate their State-allocated RHNA need by income category.

As part of the 6<sup>th</sup> Cycle update, the City will be required to comply with new State law to Affirmatively Further Fair Housing (AFFH), which addresses the equitable dispersion of affordable units throughout the City and the preservation of existing "at-risk" affordable housing stock. Kimley-Horn has recent experience working with HCD, local jurisdictions, and communities to interpret and fairly apply recent AFFH guidance during the 6<sup>th</sup> Cycle planning period. Our recent experience working on Housing Elements for SANDAG and SCAG jurisdictions will benefit Huntington Beach as we understand how to address and analyze these new requirements.



### ***Approach to Successful Completion and Certification***

Kimley-Horn will effectively manage the update process as an extension of staff in all aspects of the Housing Element outlined in the following scope of services including:

- Preparing a Housing Element Needs Assessment
- Facilitating community outreach and collaborating with City staff to identify key stakeholders
- Preparing all Housing Element components required by state law
- Serve as the City's representative and liaison with HCD
- Prepare a Public Review Draft Housing Element
- Prepare a Final Draft Housing Element based on public and agency comments
- Presenting the Final Draft Housing Element at two public hearings before the Planning Commission and City Council
- Facilitating HCD collaboration throughout the certification process
- Final Adoption by the Huntington Beach City Council

### ***Compliance with State Housing Law***

The City's Housing Element must comply with State Housing Element Law to achieve certification by HCD. Kimley-Horn provides Huntington Beach with a unique understanding of Housing Element Law, ***and most importantly, how HCD interprets the law***. This will assist City Staff and elected officials in understanding the implications of non-certification.

Kimley-Horn will evaluate existing available land resources to accommodate this projected need in compliance with the statutory requirements of **AB 2348** and **AB 1397**. The new requirements applicable to sites analysis is a significant issue that should not be understated. Kimley-Horn's recent application of these statutory requirements has facilitated the development of an effective approach to identifying, evaluating and selecting appropriate sites. We utilize unique tools and software, such as UrbanFootprint to identify and evaluate candidate sites to accommodate the City's future RHNA growth need.

### ***Community Engagement***

Kimley-Horn recommends a targeted outreach effort to assist the public, stakeholders, and elected/appointed officials in understanding the update process, its implications, and the various methods of achieving compliance with State Law.

Community engagement in the Housing Element planning process is an important component to an effective and easily implemented policy program. Kimley-Horn's extensive community outreach experience enables our team to develop effective outreach strategies that achieve community-based support to accurately identify current issues, and craft policy that is responsive to The City's housing needs.

Our team is well-versed in conducting outreach in the current COVID-19 environment. We understand the limitations on social gathering and how that can have a demonstrated effect on the level of participation in the planning process. Kimley-Horn has employed several strategies to enhance community engagement, including use of surveys, online meetings, webinars, and live event feeds to encourage participation. Because these restrictions are based on the community and County guidance, we will work with the City of Huntington Beach to find local solutions to outreach to benefit the overall process.

### ***Proactive Engagement with HCD***

Kimley-Horn believes it is prudent and sound professional practice to involve HCD staff from the initial stages of the update process. Kimley-Horn has enjoyed a long-term and positive professional relationship with HCD staff. It is intended that HCD will be consulted from the very beginning of the Housing Element Update process. This may involve possible visits with HCD staff, informal discussion on policy and programs, and identification of potential issues within the existing Housing Element. Kimley-Horn will continue interaction with HCD throughout the Housing Element Update process in order to resolve any issues and make certification a seamless process. Based on the City's recent experience in the decertification process and the political sensitivities of this process, it is advisable the City take a proactive posture with HCD to ensure communication is open and effective to assist the City in achieving local goals and complying with statutory requirements.

### ***New Legislative Considerations***

The State of California's recent passing of numerous Housing Bills is indicative of a significant trend towards **increasing the expectations on local governments** to make their contributions to meeting state housing needs. In our recent experience, Kimley-Horn can testify to the validity of the State's newer, more aggressive approach to Housing Element compliance.

A variety of new laws have been adopted that will influence the City's policy and program considerations. The charts included in the Appendix (2018 and 2019 Legislation and City Considerations) provide a summary of recently enacted laws and the methods/strategies and responses the City can take to address them.

We have directly applied these recently enacted laws, negotiated with HCD, and developed workable policy and program solutions for our local government clients. The City of Huntington Beach will greatly benefit from our recent work as it will enable more efficient review and negotiation with HCD during the certification process.

## **APPROACH AND METHODOLOGY**

Kimley-Horn has reviewed the City's RFP and understands the statutory deadline for certification of Housing Elements in the SCAG region is October 15, 2021. Kimley-Horn understands that the City would like to achieve HCD certification prior to the statutory deadline.

Kimley-Horn understands that much of the analysis for the Housing Element will rely on data from a variety of sources including American Community Survey, DOF, HUD, SCAG and other federal state and local sources. Getting the most accurate picture of existing and future needs will require the utilization of the most currently available data. We further understand that SCAG has not made a final determination of the City's RHNA obligation. We will work closely with the City to monitor the release of these RHNA growth need allocations expected in early Fall of 2020.

### ***Approach to Successful Update Process***

Kimley-Horn will function as an extension of Huntington Beach staff throughout the planning process to reduce the need for unnecessary staff time and commitments to complete the Housing Element update. The Kimley-Horn team will provide the primary leadership for conducting all aspects of the work effort. As the City's Housing Element consultant, we recognize that it is our responsibility to conduct the necessary analysis, assist in educating the community, local stakeholders, and elected officials, and use our expertise and experience to assist the City in a successful update process.

The following scope of services is consistent with the City's requests for services outlined in the RFP and represents an approach to the 6<sup>th</sup> Cycle Housing Element Update that our team has found to be effective in achieving certification. The 6<sup>th</sup> Cycle requires analysis, public review periods, and community outreach efforts above and beyond what has been typically included in previous Housing Element Cycles. This scope of services has been tailored to meet the requirements of the update process as outlined by HCD while promoting collaboration with community members, elected officials, and other local stakeholders. **We have also included a Project Schedule at the end of Section C.**

## C. METHODOLOGY SECTION

### *Task 1: Scope of Services and Process*

#### *Task 1.1: Project Kick-off*

Kimley-Horn will participate in a Kick-Off Meeting with City staff to discuss the update process, answer questions, provide data, and exchange other important procedural aspects of the Housing Element Update. The meeting will address the following:

- Technical Assistance in RHNA process, as applicable
- Review/Modify Scope of Work and Schedule
- Define Outreach Methodologies
- Data Sharing/Exchanging
- Meetings and Public Engagement

#### *Task 1.1 Deliverables:*

- Kick-off Meeting Agenda
- Kick-off Meeting Minutes

#### *Task 1.2: Project Schedule*

Kimley-Horn will develop and maintain a project deliverables schedule outlining major milestones, meetings, work products, community outreach events, subcommittee meetings, and public hearings. The Project Team will provide regular tracking and updating of the project schedule so that Huntington Beach stays on schedule throughout the Housing Element Update process. The project deliverables schedule will include all tasks within the Scope of Work and accommodate anticipated City and agency review times.

Kimley Horn has reviewed the City's draft schedule included in the RFP. We have noted a number timing issue that may come into conflict with statutory requirements. The schedule contained in this proposal addresses the concerns. We further welcome additional discussion during the initial phases of the update process.

#### *Task 1.2 Deliverables:*

- Project Schedule (Updated as needed)

## **Task 2: Project Team Coordination**

### **Task 2.1: Project Management and Coordination Meetings**

Kimley-Horn will meet regularly with the project team to coordinate project deliverables, data, and public meetings. The scope and fee provided assume monthly phone meetings will occur throughout the duration of the project and face-to-face meetings when circumstances warrant. It is assumed that five meetings with staff will occur during the update process for project management, project updates and strategy planning. Additional phone conferences and coordination is anticipated to occur throughout the process.

## **Task 3: Housing Element Components**

### **Task 3.1: Document Review**

Following the Kick-Off Meeting, Kimley-Horn will provide City of Huntington Beach staff with a listing of pertinent data that is necessary to complete the work program. Kimley-Horn will only request data that is proprietary to the City and not available publicly. Kimley-Horn will review all applicable City, regional, and State documents pertaining to the Housing Element update. This may include various policy and regulatory documents and other assistance programs. Kimley-Horn will be responsible for identifying and resolving any information gaps. Kimley-Horn anticipates a “turnkey approach” for data collection to the greatest extent feasible and will only request information that is proprietary to the City to minimize the work effort by City Staff.

#### **Task 3.1 Deliverable**

- Document Library List

### **Task 3.2: Evaluate the Current Housing Element**

As required by State law, Kimley-Horn will review and evaluate the 5<sup>TH</sup> Cycle 2014-2021 Housing Element (as recently recertified in 2020) and its programs. In general, the task will include a review of the appropriateness of the housing goals, objectives, and policies in contributing to the attainment of the stated housing goal; the effectiveness of the Housing Element in attaining community housing goals and objectives; and the City's progress in implementing the Housing Element. The report will include the following information:

- Evaluate the status, effectiveness, and appropriateness of the current housing policy programs and identify any barriers to implementation
- Compare identified goals from the adopted Housing Element to actual accomplishments during the plan period
- Evaluate the existing Housing Element in relation to current State housing laws and identify any omissions or deficiencies

#### **Task 3.2 Deliverable**

- Review of Past Performance Matrix

### **Task 3.3: Housing Needs, Constraints, Resources, Population, and Housing Profile**

As required by State law, Kimley-Horn will assess housing needs, constraints, and resources available. A population and housing profile will be conducted that summarizes, population and household characteristics, analysis of special needs populations, and units at risk of converting to market rate units. Housing constraints will identify non-governmental, governmental, and

environmental constraints that may influence housing. Housing resources such as availability of vacant land, zoning to accommodate RHNA growth needs, and capacities of available sites will be analyzed. Funding and financing resources available to address existing and future housing market conditions and needs will be identified. Opportunities for energy conservation will also be explored. Based on new housing law, the adequate sites analysis will be much more in-depth and detailed compared to prior planning periods. It is Kimley-Horn's experience that the new law will necessitate a more detailed study of adequate sites to satisfy HCD standards.

### **Task 3.3 Deliverables**

- Housing Profile Report
- Adequate Sites Analysis
- GIS Based Inventory of Sites
- Data Tables, Maps, and Relevant Text

### **Task 3.4: Summary Matrix of Applicable Housing Legislation**

Kimley-Horn will develop a summary matrix of applicable housing legislation that may affect the City's Housing Element. The matrix will identify the applicable statutory references to the government code, the statutory provisions and the implications it may have for Huntington Beach. A General summary of this type of information is provided in the Appendices to this proposal. The Matrix will be provided in digital format, so that users can download/view the excerpts from state law, HCD guidance memorandums and other applicable provisions. Kimley-Horn believes this will be useful tool in providing a knowledge base for staff, decision-makers and the public to benefit the overall planning process.

### **Task 3.4 Deliverable**

- Housing Legislation Matrix (Digital and Print Formats)

### **Task 3.5 Develop Housing Plan**

Kimley-Horn will develop a Housing Plan that constitutes the policy component of the Housing Element. The Housing Plan may include prior policies from the 2021-2029 Housing Element that are still appropriate and will be supplemented by new policies and programs that address new statutory requirements. The Housing Plan will identify policies and programs to address Conservation and Improvement, Availability and Production, Affordability, Removal of Constraints, and Equal Housing Opportunity. Policies and programs will be supplemented with Quantified Objectives by income category.

### **Task 3.5 Deliverables**

- Housing Policy Plan
- List of Quantified Objectives

## **Task 4: Community Engagement**

### **Task 4.1 Community Outreach Plan**

Kimley-Horn will employ an approach to public participation that provides for meaningful input and involvement. Kimley-Horn will conduct a minimum of two community engagement workshops to solicit public comments on the Housing Element Update prior to initiating work on Housing Element components.

Based upon coordination with City Staff, the Kimley-Horn team will formulate a Community Outreach Program that addresses the outreach strategies, dates, locations, participants and other relevant

data. This Outreach Program will guide the outreach process for the Housing Element and will be updated as needed.

Utilizing a variety of “tools” such as PowerPoint presentations, informational handouts, visual aids, and Social Media, Kimley-Horn will prepare and deliver materials to help workshop participants understand the update process, issues to resolve (as identified during the current Housing Element Evaluation), and potential solutions. It is assumed that City staff will be responsible for the scheduling of venues, staff coordination, and provide public noticing, facilities, set-up for all community engagement activities.

In consideration of the current COVID-19 environment, our team understand the limitations on social gathering and how that can have a demonstrated effect on the level of participation in the planning process. Kimley-Horn can utilize a variety of strategies to enhance community engagement, including use of surveys, online meetings, webinars, and live event feeds to encourage participation. Those options and opportunities can be further explored during the kickoff meeting.

Huntington Beach City Staff will be responsible for coordination and participation associated with venue and event scheduling and public dissemination of information via the City’s website and other methods in collaboration with the City’s public information officer.

#### **Task 4.1 Deliverable**

- Draft Community Outreach Plan in electronic format

#### **Task 4.2 Community Workshop #1 – Introduction and Policy Considerations**

Kimley-Horn will facilitate an initial community workshop with the public and stakeholders to discuss the Housing Element update process. Kimley-Horn will prepare and deliver a PowerPoint presentation, informational handouts, visual aids, and other materials. In collaboration with City staff, Kimley-Horn will identify key stakeholders. The meeting will introduce participants to the RHNA process, Housing Element requirements, legislative requirements and engage in the identification of policy considerations. Participants will identify challenges, issues, and opportunities facing housing in Huntington Beach that will inform policy within the Housing Element.

#### **Task 4.2 Deliverables**

- Electronic copies (in PDF format) of draft presentation, handouts, etc.
- Preparation of facilitation of Workshop
- Summary Workshop notes

#### **Task 4.3 Community Workshop #2**

Kimley-Horn will facilitate a second community workshop with the public and stakeholders to discuss the Public Review Draft Housing Element. Workshop #2 will build upon the information learned from Workshop #1 and provide draft analysis, policies, and programs for review and discussion. Kimley-Horn will prepare and deliver a PowerPoint presentation, informational handouts, visual aids, and other materials. In collaboration with City staff, Kimley-Horn will identify key stakeholders.

#### **Task 4.3 Deliverables**

- Electronic copies (in PDF format) of draft presentation, handouts, etc.
- Preparation of facilitation of Workshop
- Summary Workshop notes





#### Task 4.4 Community Outreach Survey Tool (OPTIONAL)

Kimley-Horn understands that a flexible community outreach strategy is critical to gathering diverse and meaningful input from the community. The COVID-19 pandemic is altering the way that cities are approaching community outreach during the 6<sup>th</sup> Cycle Housing Element Update as participants may be less likely to attend traditional community workshops, even when possible. Provided the City would like to explore alternatives or in addition to “in-person” community outreach workshops, Kimley-Horn will provide a web-based outreach tool utilizing MetroQuest. The web-based survey tool includes analytics to evaluate community input on locations for potential housing, housing goals, policies, and programs. The community survey provides an alternative method for gathering public participation that allows residents and stakeholders the flexibility of participating at a time that works for their schedule. The tool also provides tangible data that can be incorporated into the Housing Element to quantify the City’s outreach efforts to HCD.

##### **Task 4.4 Deliverables**

- Set up, launch and running of outreach survey tool in coordination with City Staff
- Summary report of survey results
- Review of survey data and incorporation into the Housing Element

#### Task 4.5 Study Session with City Council

Kimley-Horn will attend and facilitate one (1) study session/meeting with the City Council. Council will not take any formal action at these meetings. These meetings will be used for interim discussion prior to formal Public Hearings later.

The Study Session will serve as an educational opportunity to present information on new housing-related state law, elements of the 6<sup>th</sup> Cycle Housing Element Update process, and other project-related information determined to be important by City Staff. As part of the work plan refinement process, Kimley-Horn can discuss with City staff the most effective approach for these meetings, including opportunities for involvement of key stakeholder groups, non-profits, and other members of the community. Additional Study Sessions may be conducted at the request of City Staff as additional services not assumed in this proposal.

##### **Task 4.5 Deliverables**

- Electronic copies (in PDF format) of draft presentation, handouts, etc.
- Preparation of facilitation of Study Session
- Summary Study Session notes

#### Task 4.6 Study Session with Planning Commission

Kimley-Horn will attend and facilitate three (3) study sessions/meetings with the Planning Commission. Study Session content will be similar to the City Council Study Session described previously.



#### **Task 4.6 Deliverables**

- Electronic copies (in PDF format) of draft presentation, handouts, etc.
- Preparation of facilitation of Study Session
- Summary Study Session notes

#### **Task 5: Draft Housing Element**

Kimley-Horn will prepare a Screencheck Draft, Public Review Draft, and Final Housing Element.

##### **Task 5.1 Screencheck Draft**

Kimley-Horn will prepare and submit a Screencheck Draft Housing Element to the City for review. The Screencheck Draft will be a complete draft document and include all required statutory content. The draft will provide tables, maps, and graphics.

##### **Task 5.1 Deliverables**

- One electronic copy (in native file format and PDF format) of the Screencheck Draft Housing Element for City review and comment
- One reproducible copy of the Screencheck draft

##### **Task 5.2 Pre-HCD Submittal Public Review Draft**

Kimley-Horn will prepare a Pre-HCD Public Review Draft Housing Element based on feedback received during the public review process to be reviewed prior to the formal submittal to HCD for initial review. The public review of the Draft Housing Element prior to review by HCD has been requested for 6<sup>th</sup> Cycles to make certain that public comments are reflected in the Draft document. Kimley-Horn will provide appropriate responses to public comments on the draft document. This will be beneficial to the City, as issues can be identified and addressed from third parties prior to HCD's formal review. It is recommended the City permit a 30-day public review period.

##### **Task 5.2 Deliverables**


- One electronic copy (in native file format and PDF format)
- One reproducible copy

##### **Task 5.3 HCD Submittal**

Following all initial community outreach workshops and meetings, Kimley-Horn will prepare summary notes or minutes of the community workshop, and a summary of all other comments received during the public review period described in previous tasks.

The HCD Submittal draft will incorporate all community and stakeholder feedback as well as staff comments based on community/third-party input. Once the Draft Housing Element is finalized, it will be submitted for an initial 60-day review to the





Department of Housing and Community Development (HCD) after required meetings and approvals from the Planning Commission and City Council. Kimley-Horn will prepare a transmittal letter to HCD detailing how the Housing Element meets State law requirements. The Draft Housing Element will be accompanied by a completed Completeness Review Checklist.

#### **Task 5.3 Deliverables**

- One electronic copy (in native file format and PDF format) of the HCD Draft Housing Element
- electronic copy (in native file format and PDF format) of the transmittal letter and checklist

#### **Task 5.4 Response to Comments**

Kimley-Horn will coordinate the preparation of responses to any comments or requested revisions to the HCD Review Draft Housing Element. Based on our recent experience, the City should be prepared to receive considerably more comments during this Cycle.

#### **Task 5.3 Deliverables**

- Summary Matrix of Response to HCD Comments

#### **Task 5.5 Public Review Draft**

Kimley-Horn will prepare a Public Review Draft Housing Element based on comments from HCD for release to the public for review prior to scheduled adoption hearings. Kimley-Horn will resolve any issues and make **requested** revisions to the Draft to the satisfaction of the City prior to Public Hearing.

#### **Task 5.5 Deliverables**

- One electronic copy (in native file format and PDF format)
- One reproducible copy

#### **Task 5.6: Final Draft Housing Element**


Following review by HCD, Kimley-Horn will revise the appropriate sections and prepare a Final Draft Housing Element to be presented at public hearings before City Council.

#### **Task 5.6 Deliverable**

- One electronic copy (in native file format and PDF format) of the Final Draft Housing Element

#### **Task 5.7: Transmittal of Final Adopted Housing Element to HCD**

Kimley-Horn will transmit the Final Housing Element to HCD for final certification and will maintain ongoing communication with the State until the Housing Element is



officially deemed certified. As required by state housing element law, the final adopted document must be provided to HCD prior to deeming the Housing Element certified by the State.


#### **Task 5.7 Deliverable**

- Ten (10) bound copies of the adopted Housing Element Document for distribution

#### **Task 6: Environmental Compliance**

The *City of Huntington Beach General Plan Update Program Environmental Impact Report* (PEIR) (Atkins, 2017) assessed the potentially significant environmental effects of the City of Huntington Beach General Plan Update (GPU). The project analyzed in the PEIR consisted of adoption and implementation of the GPU, which established an overall development capacity of 85,403 dwelling units (DU), 50.4 million square feet of non-residential land uses, and a population of 211,051 persons by 2040 (GPEIR Table 3-3). Based on the RHNA allocation and anticipated inventory of candidate housing sites, it is anticipated that General Plan amendments/zone changes (i.e., “the Project”) would be required to accommodate RHNA growth needs. Additionally, Infrastructure Element amendments would be required. These changes are anticipated to exceed the forecast development capacity analyzed in the GPEIR, requiring a Supplemental or Subsequent EIR (SEIR). Given the prior PEIR, the SEIR will identify the following: substantial changes (if any), which would require major revisions to the PEIR; substantial changes (if any) concerning the project circumstances, which would require major revisions to the PEIR; and new information, which was not known and could not have been known at the time the PEIR was certified. For each of the environmental issues noted below, the SEIR will evaluate the Project impacts relative to existing conditions and compare those to the PEIR. Issues that are considered adequately addressed in the PEIR will be summarized in the SEIR. One of the key decisions with this Project and SEIR, is how best to address the proposed Project considering the PEIR, to what extent issues are deemed adequately addressed, and how best to document these decisions within the SEIR. As discussed further in our Scope of Work below, Kimley-Horn recommends that the SEIR scope be focused through preparation of an Initial Study.

Based on verified baseline conditions and the Draft HEU, our Environmental Team will work closely with the HEU Team and City to develop the “CEQA Project.” Our Environmental Team will also work closely with our internal technical/engineering partners and City to refine the environmental technical approach and SEIR scope. Kimley-Horn’s proven collaborative approach helps identify environmental issues early in the HEU process to “self-mitigate” the Project to avoid/reduce potential impacts; increase efficiency; improve technical quality/accuracy; and avoid loss of time/data.



Kimley-Horn will provide the Scope of Services specifically set forth below. This Scope of Services has been prepared based upon Kimley-Horn's understanding of the Project issues and experience with similar issues and projects. This Scope assumes the following:

- Baseline conditions, Project Description (based on the City-approved Draft HEU), and approach will not change once the City issues Authorization to Proceed.
- The SEIR will address the Project's potential environmental impacts at a programmatic level.
- For each deliverable, Kimley-Horn will:
  - Respond to one reconciled set of City comments- additional City review cycles are excluded,
  - Provide a "redline copy" that reflects the proposed edits and responds to the City's comments, and
  - Provide a "final screencheck" copy for City approval prior to finalizing/reproduction.
- City comments will not raise new substantive issues requiring re-analysis.

#### **TASK 6.1: PROJECT SCOPING**

##### **Task 6.1.1: Project Kick-Off**

This Task includes a Kick-Off Meeting with the City and Applicant to discuss the HEU, proposed amendments, etc., and the "CEQA Project" in greater detail. The meeting's primary objectives will be to confirm the City's expectations and Project goals and develop/refine the Project Description. The analysis parameters, baseline conditions, construction details, buildout conditions, scheduling, and overall communications protocol will also be established. Prior to the meeting, Kimley-Horn will distribute a Kick-Off Meeting Agenda and Data Needs TM.

##### **Task 6.1.2: Research and Survey**

Readily available reference data, including planning and policy documentation from the City, County, state and federal agencies, and other agencies that may be affected by the Project will be collected and reviewed. Data obtained through this Task will be foundational to the environmental documentation and incorporated into the analysis, as appropriate.

##### **Task 6.1 Deliverables:<sup>1</sup>**

- Kick-Off Meeting Agenda; Kick-Off Meeting Notes and Action Items; and Data Needs TM

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<sup>1</sup> All deliverables will be submitted to the City in electronic format (MS Word and PDF), in addition to specified copies.



#### TASK 6.2: PROJECT DESCRIPTION

Building on the CEQA Project information obtained at the Project Kick-Off Meeting and the Draft SP, Kimley-Horn will prepare a Draft Project Description for City review and approval. The Project Description will detail the Project's location, environmental setting, background and history, characteristics, discretionary actions, goals/objectives, construction schedule/phasing, agreements, and required permits and approvals. Kimley-Horn will prepare exhibits to depict the regional vicinity, candidate housing sites, and key Project components to support the environmental analyses.

##### **Task 6.2 Deliverables:**

- Draft Project Description; and Final Project Description

#### TASK 6.3: SENATE BILL 18 AND ASSEMBLY BILL 52 NATIVE AMERICAN COMMUNICATIONS AND SACRED LANDS FILE SEARCH

Kimley-Horn will provide Senate Bill (SB18) and Assembly Bill (AB52) Native American communications assistance, as directed by the City. Kimley-Horn will contact the Native American Heritage Commission (NAHC) to request a Sacred Lands File (SLF) Search and an SB18 list of Native American tribes and individuals to contact. Using the NAHC's SB18 list, Kimley-Horn will draft SB18 letters for City distribution. The letters' objective will be to contact the identified entities to discern whether a tribe or individual has knowledge of cultural resources within the Project boundaries. Using the City's California Native American tribal contacts list, Kimley-Horn will draft AB52 letters for City distribution. A request for consultation would require the City to enter a consultation process. Noticing results will be incorporated into the SEIR.


##### **Task 6.3 Deliverables:**

- SB18 Letters; and AB52 Letters

#### TASK 6.4: INITIAL STUDY/NOTICE OF PREPARATION (IS/NOP)

##### **Task 6.4.1: Screencheck IS/NOP**

Kimley-Horn will prepare an IS in accordance with Public Resources Code §§21080(c)-(e) and State CEQA Guidelines §§15060-15065. The IS will be patterned after State CEQA Guidelines Appendix G and will describe the Project's location, environmental setting/baseline conditions, and characteristics. The IS' main body will consist of an environmental checklist and the supporting environmental analyses. Kimley-Horn will explain all responses and "No Impact" responses will be supported by cited information sources. The responses will consider the whole action involved with the Project: on- and off-site, Project- and cumulative-level, direct and indirect, and short-term construction and long-term operational. The explanation



of each issue will also identify the significance criteria or threshold used to evaluate each question. Upon IS completion, a conference call will be scheduled to communicate to the City/Applicant preliminary environmental review findings and critical path items/issues. In consultation with and as directed by the City, Kimley-Horn will proceed with finalizing the IS, initiating the CEQA compliance documentation through the NOP, and preparing an SEIR.

**Task 6.4.2: IS/NOP Completion**

Kimley-Horn will respond to one reconciled set of City comments on the screencheck IS/NOP. Kimley-Horn will provide the City with a redline copy that reflects the proposed edits and responds to the City's comments, and a final screencheck for approval prior to finalizing/reproduction.

**Task 6.4 Deliverables:**

- 5 copies screencheck IS/NOP;
- 3 copies final screencheck IS/NOP;
- 3 bound public review IS/NOP;
- 1 unbound reproducible public review IS/NOP;
- 15 hard copies State Clearinghouse (SCH) Summary Form for Electronic Document Submittal; and
- 40 flash drive public review IS/NOP (15 to SCH + 5 to City + 20 Distribution List)

**TASK 6.5: SCOPING MEETING**


A Public Scoping Meeting will be scheduled during the NOP public review period to orient the community on CEQA's intent and review processes, and the environmental issues to be addressed in the SEIR. The Public Scoping Meeting will also enable the community to understand the project and comment on environmental concerns. Kimley-Horn will provide graphics to supplement the discussion, as appropriate. Comment forms will be provided for this purpose, and the written comments, along with oral comments, will become a part of the project record.

**Task 6.5 Deliverables:**

- Graphics; Comment Forms; Powerpoint Presentation

**TASK 6.6: CEQA NOTICES**

Kimley-Horn will prepare and distribute the SEIR CEQA Notices outlined below. The Notices will be distributed via certified mail to the SCH and all responsible, trustee, and interested agencies, community groups, and individuals, and filed with the



County Clerk. Distribution will be based upon a City-provided Distribution List. This Scope excludes radius mailing, newspaper notices, and payment of CDFW fees.

- Notice of Preparation (NOP),
- Notice of Availability (NOA), and
- Notice of Completion (NOC),
- Notice of Determination (NOD).

#### **Task 6.6 Deliverables:**

- Each: Draft and Final Notice (NOP, NOC, NOA, NOD)

#### **TASK 6.7: PUBLIC REVIEW DRAFT SEIR**

Following a determination that the proposed Project could have a significant effect on the environment, and during the IS/NOP public review period, Kimley-Horn will initiate preparation of a SEIR.

##### **Task 6.7.1: Screencheck Public Review Draft SEIR**

Kimley-Horn will prepare the Draft SEIR, which will consist of the following sections:

- a. Executive Summary
- b. Introduction and Purpose
- c. Project Description
- d. *Basis for Cumulative Analysis*: This Task assumes a maximum of 16 hours for consultation with other jurisdictions, including preparation of letters and cumulative projects list.
- e. *Environmental Analysis*: Building on the IS' findings, Kimley-Horn will conduct an analysis to evaluate the Project's potentially significant effects on the environment. The environmental analysis will be based upon readily available data, the Technical Studies identified above, and results from additional research. The significance criteria/thresholds used to evaluate each issue will be identified and patterned after recently amended State CEQA Guidelines Appendix G. The environmental analysis will consider all project phases, including planning, acquisition, development, and operation. The analysis will consider the whole action involved with the proposed project: on- and off-site, project- and cumulative-level, direct and indirect, and short-term construction and long-term operational. Explanations will be provided for all thresholds including "No Impact" responses, which will be supported by cited information sources. The environmental analysis will identify and focus on the project's significant environmental effects, as well as environmental issues raised during the scoping process (NOP responses, Public Scoping Meeting, and other relevant and valid informative sources). For each significant adverse impact, the environmental analysis will also identify feasible mitigation measures, which could avoid or reduce the impact. Preliminarily, the project's key environmental considerations are:
  - Aesthetics
  - Air Quality
  - Biological Resources
  - Cultural Resources
  - Energy
  - Geology, Soils, Paleo. Resources



- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Noise
- Population, Housing, Employment
- Public Services
- Recreation
- Transportation (VMT no LOS analysis)
- Tribal Cultural Resources
- Utilities and Service Systems

The IS findings will be used to verify the environmental issues with potentially significant effects.

- Other CEQA Considerations
- Alternatives to the Proposed Action: Kimley-Horn will provide an analysis of a “reasonable range” of alternatives, comparing each alternative’s impacts in each environmental issue to the project. Preliminarily, the range of Alternatives will consist of the No Project/No Development Alternative and two other Alternatives to be developed through the environmental analysis process in consultation with the City. For each alternative, Kimley-Horn will qualitatively analyze the environmental issues outlined above.
- Effects Found Not to be Significant
- Organizations and Persons Consulted

#### **Task 6.7.2: SEIR Graphics**

Kimley-Horn will prepare approximately 20 exhibits to enhance the written text and clarify the proposed project environmental impacts. Our in-house graphic design team will create black and white or full-color exhibits, as well as covers and dividers for the SEIR and Technical Appendices. This task assumes the City’s Geographic Information Systems (GIS) Division will assist with map/exhibit production to depict candidate housing sites baseline conditions and resource presence/absence. This City-provided data will serve as basis for impact analyses.

#### **Task 6.7.3: Public Review Draft SEIR Completion**

Kimley-Horn will respond to one reconciled set of City comments on the screencheck Draft SEIR. Kimley-Horn will prepare a final screencheck of the Draft SEIR and submit to the City (along with a redline copy of the screencheck Draft SEIR) for approval prior to public release. This Task assumes that the Project Description will not change, and the comments will not raise new substantive issues requiring re-analysis.

#### **Tasks 6.7 Deliverables:**

- 5 copies screencheck Draft SEIR;
- 3 copies final screencheck Draft SEIR;
- 3 bound public review Draft SEIR;
- 1 unbound reproducible public review Draft SEIR;
- 15 hard copies SCH Summary Form for Electronic Document Submittal;

- 40 flash drives Public Review Draft SEIR & Technical Appendices (15 to SCH + 5 to City + 20 Distribution List)

#### **TASK 6.8: FINAL SEIR**

Kimley-Horn will initiate preparation of the Final SEIR during the public review period.

##### **Task 6.8.1: Screencheck Final SEIR**

Kimley-Horn will prepare the Final SEIR, which will consist of the following sections:

- a. Introduction
- b. List of Commenting Persons, Organizations, and Public Agencies
- c. Comment Letters
- d. Responses to Comments: Kimley-Horn will respond to written comments received during the public review period and additional comments raised during public hearings concerning significant environmental issues. It is noted that the extent of public/agency comments that will result from the public review process is presently unknown. Kimley-Horn has budgeted conservatively, assuming a maximum of 80 hours for completion of the screencheck Responses to Comments. Should the level of comments and responses exceed the assumed effort, services will be provided on a T&M basis.
- e. Errata to the Draft SEIR, if required.

##### **Task 6.8.2: Final SEIR Completion**

Kimley-Horn will respond to one reconciled set of City comments on the screencheck Final SEIR. Kimley-Horn will prepare a final screencheck of the Final SEIR and submit to the City (along with a redline copy of the screencheck Final SEIR) for approval prior to finalizing.


##### **Tasks 6.8 Deliverables:**

- 5 copies screencheck Final SEIR;
- 3 copies final screencheck Final SEIR;
- 3 bound public review Final SEIR;
- 1 unbound reproducible public review Final SEIR;
- 5 flash drives Public Review Final SEIR

#### **TASK 6.9: MITIGATION MONITORING AND REPORTING PROGRAM**

Kimley-Horn will prepare a Mitigation Monitoring and Reporting Program (MMRP) to be defined through coordinating with the City to identify appropriate monitoring steps/procedures, to provide a basis for monitoring such measures during and upon project implementation. The MMRP Checklist will serve as the foundation of the proposed project's MMRP. The Checklist indicates the mitigation measure number, mitigation measure, monitoring milestone, method of verification (documentation,





field checks, etc.), and a verification section for the initials of the verifying individual, date of verification, and pertinent remarks.

**Task 6.9 Deliverables:**

- Draft MMRP; and Final MMRP

**TASK 6.10: PROJECT MANAGEMENT AND MEETINGS/HEARINGS**

**Task 6.10.1: Project Management**

Ms. Rita Garcia will be responsible for CEQA Project Management, including overall Environmental Team management and coordination, and ongoing consultation with the City. Ms. Garcia will undertake consultation and coordination of the Project and review the SEIR for CEQA compliance. Ms. Garcia will coordinate with all technical and support staff, toward completion of the SEIR.

**Task 6.10.2: Meetings and Hearings**

Ms. Garcia and one additional staff will attend the meetings/hearings and conference calls and represent the Team, as appropriate. This Task assumes a maximum of 62 hours for meetings/calls, including preparation, attendance, and follow-up, as appropriate. Should the City determine that additional time beyond the assumed is required, services will be provided on a T&M basis.

Assumed Meetings/Hearings:

- 5 Staff Meetings (incl. Kick-Off Mtg.)
- 1 Scoping Meeting
- 2 PC Public Hearings
- 1 CC Public Hearing

**Task 6.10 Deliverables:**

- Agenda (per meeting, as appropriate); Minutes and Action Items (per meeting, as appropriate)

**Task 7: Public Hearings**

The Kimley-Horn team will prepare for and attend up to three (3) total Public Hearings. These meetings include two (2) Planning Commission and one (1) City Council Public Hearing. Kimley Horn will prepare a PowerPoint presentation and be prepared to answer questions.

**Task 6 Deliverables**

- One electronic copy (in native file format and PDF format) of the PowerPoint presentation
- Attendance by up to two (2) Kimley-Horn staff members

### ***Task 8: General Plan Consistency Amendments and Zoning Code Amendments (OPTIONAL)***

As an optional task, Kimley-Horn team will prepare amendments to the City's Land Use Element and Zoning Code to provide internal consistency with the General Plan. While the Specific depth and breadth of these changes are not known at this time, a general budget has been reserved to accommodate this task.

Kimley Horn understands that the specific details of these changes will be known after the development of the Draft sites analysis and policy program. Therefore, the specific scope and effort for this task will be further defined subsequent to the completion of these tasks. A lump sum fee is included in the Fee Schedule to accommodate the estimated effort.

### ***Task 6 Deliverables***

- General Plan Land Use Amendment Text and Maps
- Zoning Code Amendment Text and Associated Tables, Graphics, etc.

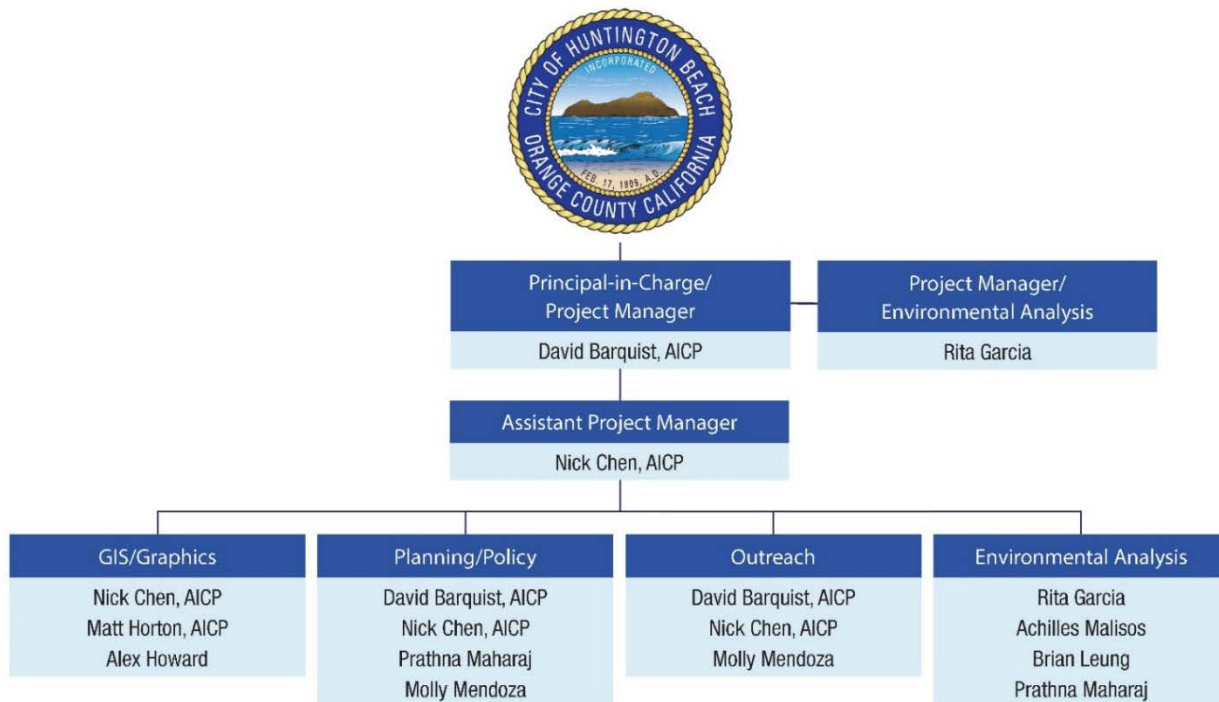
## Proposed Draft Project Schedule

CITY OF HUNTINGTON BEACH HOUSING ELEMENT UPDATE - DRAFT ESTIMATED SCHEDULE																		
TASK	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec	Jan
			2020									2021						
<b>TASK 1: PROJECT KICKOFF</b>																		
1.1 Project Kick-off Meeting																		
1.2 Project Schedule																		
1.2 Project Coordination																		
<b>TASK 2: PROJECT TEAM COORDINATION</b>																		
2.1 PM and Coordination																		
<b>TASK 3: REGIONAL HOUSING NEEDS ASSESSMENT</b>																		
3.1 Document Review																		
3.2 Evaluate Current Housing Element																		
3.3 Housing Needs, Constraints, Resources and Profile																		
3.4 Housing Legislation																		
3.5 Develop Housing Plan																		
<b>TASK 4: COMMUNITY ENGAGEMENT</b>																		
4.1 Community Outreach Plan																		
4.2 Community Workshop #1																		
4.3 Community Workshop #2																		
4.5 Planning Commission Study Session																		
4.6 City Council Study Session																		
4.7 RHNA AdHoc Committee																		
<b>TASK 5: DRAFT HOUSING ELEMENT</b>																		
5.1 Screencheck Draft																		
5.2 Pre HCD Public Review Draft																		
5.3 HCD Submittal Draft																		
5.4 Response to HCD Comments																		
5.5 Public Review Draft																		
5.6 Final Draft Housing Element																		
5.7 Final Transmittal to and Correspondence with HCD																		
<b>TASK 6: CEQA COMPLIANCE</b>																		
6.0 CEQA Compliance																		
<b>TASK 7: PUBLIC HEARINGS</b>																		
7.0 Public Hearings																		
<b>TASK 8: GENERAL PLAN/ZONING AMENDMENTS</b>																		
8.0 GP Consistency Amendmetns																		
<b>TASK 9: FISCAL ANALYSIS</b>																		
9.0 Fiscal Analysis																		

Note: Draft Schedule is for discussion purposes only and will be revised upon project commencement.

## D. STAFFING

We offer a highly skilled, experienced, and responsive team of professionals that have a proven record of successfully working municipalities on Housing Element requirements and policies, and the preparation of Housing Element Updates. Our team is led by project manager **Dave Barquist, AICP**, and is supported by a highly integrated team that offers a depth of Housing Element knowledge and demonstrated leadership in helping local agencies meet Housing Element requirements. We have included resumes for our key team members on the following pages.



### DAVE BARQUIST, AICP

#### *Project Manager, Principal-in-Charge, Planning/Policy, Outreach*

Dave has over 25 years of public and private sector planning experience, including extensive policy and program analysis for local and regional Housing Elements that encompasses constraints and resources analysis, housing needs assessments, conditions surveys, and housing affordability studies. His experience includes direct involvement in the management and preparation of more than 50 Housing Element Updates in all RHNA planning periods since the 1990s.

#### **Sample of Recent Relevant Experience**

**Encinitas 6<sup>th</sup> Cycle Housing Element, Encinitas, CA** – Project Manager

**Del Mar 6<sup>th</sup> Cycle Housing Element, Del Mar CA** – Project Manager

**Solana Beach 6<sup>th</sup> Cycle Housing Element, Solana Beach, CA** – Principal in Charge

**Coronado 6<sup>th</sup> Cycle Housing Element, Coronado, CA** – Project Manager

#### **Professional Credentials**

- Bachelor of Science, Urban and Regional Planning, California State Polytechnic University, Pomona
- American Institute of Certified Planners (AICP) #013476

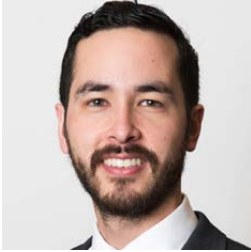
County of Orange 6<sup>th</sup> Cycle Housing Element, Orange County, CA – Project Manager

City of Fountain Valley Housing Element, Fountain Valley, CA – Project Manager

City of Anaheim Housing Element, Anaheim, CA – Project Manager

City of Orange Housing Element, Orange, CA – Project Manager

City of Placentia Housing Element, Placentia, CA – Project Manager



## NICK CHEN, AICP

### *GIS/Graphics, Planning/Policy, Outreach*

Nick is a community planner and urban designer with over 8 years of public and private sector planning experience engaging communities as a part of a wide range of planning efforts, from housing policy and entitlement to visioning and long-term strategic planning. His work includes housing element policy, urban design, community visioning, economic development plans, and community outreach. He has completed formal training in community outreach and facilitation with the International Association of Public Participation.

### **Sample of Recent Relevant Experience**

City of Chino 2021-2029 Housing Element Update, Chino, CA – Project Manager

City of Encinitas 2014-2021 Housing Element Update, Encinitas, CA – Assistant Project Manager

City of Rialto 2014-2021 Housing Element Update, Rialto, CA – Assistant Project Manager

City of Encinitas 2021-2029 Housing Element Update, Encinitas, CA – Assistant Project Manager

City of Solana Beach 2021-2029 Housing Element Update, Solana Beach, CA – Assistant Project Manager

### **Professional Credentials**

- Master of Urban and Regional Planning, University of California, Irvine
- Bachelor of Science, Landscape Architecture, California State Polytechnic University, Pomona
- American Institute of



## RITA GARCIA

### *Project Manager/Environmental Analysis*

With more than 30 years of experience, Rita has provided environmental and planning services to a broad range of public and private sector clients. She specializes in managing and contributing to CEQA/NEPA documents and regulatory permitting for a broad range of policy-level, multi-component projects, including Housing Elements, General Plans, and Specific Plans. She has been involved with varied policy documents involving new development and redevelopment, and facility and infrastructure components in sensitive environments, with substantial public involvement and controversy.

### **Professional Credentials**

- Bachelor of Science, Urban and Regional Planning, California State Polytechnic University, Pomona
- National

### Sample of Recent Relevant Experience

Encinitas 2013-2021 Housing Element Supplemental PEIR, Encinitas, CA – Environmental Manager

City of Riverside 2014-2021 Housing Element Addendum EIR, Riverside, CA – Project Manager

Murrieta General Plan 2035 Program EIR, Murrieta, CA – Senior Analyst

City of Riverside 2014-2021 Housing Element Update Implementation Plan EIR, Riverside, CA – Project Manager

Buena Park General Plan 2035 Program EIR, Buena Park, CA – Senior Analyst

### MOLLY MENDOZA

#### Planning/Policy, Outreach

Molly is a planner with experience in planning, development, and design. Molly also specializes in community engagement. She has experience analyzing community outreach results, participating in outreach events, and engaging local stakeholder in project planning. Before coming to Kimley-Horn, Molly worked as a planning intern with the City of Anaheim and as a policy analyst with Housing Long Beach.

### Sample of Recent Relevant Experience

Rialto Housing Element Update, Rialto, CA – Planning Analyst

Rancho Los Amigos South Campus Specific Plan, Downey, CA – Planning Analyst

County of Orange 2021-2029 Housing Element Update, Orange County, CA – Planning Analyst

City of Orange 2021-2029 Housing Element Update, Orange, CA – Planning Analyst

Del Mar 2021-2029 Housing Element Update, Del Mar, CA – Planning Analyst

Encinitas 2021-2029 Housing Element Update, Encinitas, CA – Planning Analyst

Housing Element Update, Solana Beach, CA – Planning Analyst



#### Professional Credentials

- Master of Urban and Regional Planning, University of California, Irvine
- Bachelor of Arts, History, California State University,

### MATT HORTON, AICP

#### GIS/Graphics

Matt is a planner with more than eight years of experience in land use planning, mobility planning, and GIS analysis. Matt specializes in the development of community plans that thoughtfully consider the interrelationship between mobility and land use. His time at Kimley-Horn has been focused on improving public policy decision making through spatial analytics, scenario planning, and geographic information systems.

### Sample of Recent Relevant Experience



#### Professional Credentials

- Master of Urban and Regional Planning, University of Minnesota
- Bachelor of Arts (Geography and



Housing Element Update, Encinitas, CA – Project Planner  
Housing Element Update, Solana Beach, CA – Project Planner  
Red Hill Corridor Specific Plan and EIR, Tustin, CA – GIS Specialist  
On-Call Civil and Traffic Engineering, Carlsbad, CA – Project Planner  
Parking Management Plan, Village and Barrio, Carlsbad, CA – Project Planner  
Trolley Program Feasibility Study, Carlsbad, CA – Project Manager  
Balboa Avenue Transit Station Specific Plan, San Diego, CA – Project Planner  
Corridor Planning II Process Zoning Code and Map Update for the General  
Plan 2030 Update, Santa Cruz, CA – Analyst

## E. QUALIFICATIONS

Kimley-Horn is a full-service planning, environmental, and engineering consulting firm providing services to public and private clients nationwide. We offer the City of Huntington Beach a staff of experienced planners, public policy specialists, and environmental analysts working within a collaborative environment that includes a multidisciplinary team of more than 500 planning and design professionals in 11 offices throughout California, including our offices in Orange, San Diego, Los Angeles, and Riverside.

Our Housing Element team is based out of our local office in Orange and includes a team of policy and environmental planners with years of experience successfully interpreting and implementing State housing legislation to achieve HCD certification for jurisdictions across California. The team assigned to the City includes housing element and planning specialists that work daily with public sector clients, providing hands-on, turnkey services to cities, counties, and other state and local agencies throughout California.

Our team has worked on numerous housing elements in the local area and statewide. Our experience includes working with several jurisdictions to gain mid-cycle certification. These jurisdictions were some of the first to incorporate the requirements of 2017-2019 State housing legislation in order to achieve HCD certification. Kimley-Horn is currently working with several SANDAG and SCAG jurisdictions on 6<sup>th</sup> Cycle Updates. Our team works diligently to stay up to date on current legislation and works directly with jurisdictions and HCD on the appropriate implementation of new legislation regarding Affirmatively Furthering Fair Housing (AFFH), AB 1397 candidate sites analysis, AB 686 compliance and other applicable statutory requirements. Our team will use our years of experience and understanding of the Housing Element process to provide a turnkey experience for the City.

With this experience, we have developed a deep understanding of the Department of Housing and Community Development (HCD) certification process and utilize our longstanding relationship with HCD to our clients' advantage. ***We are proud to be able to say that every Housing Element we've worked on has achieved certification by HCD!***

### ***Recent Housing Element Experience***

The following are a sample of additional Housing Element Update projects completed by members of our team.

Housing Element	Cycle/Year Certified	Housing Element	Cycle/Year Certified
Anaheim Housing Element	(4th cycle - Certified in 2009)	Indio Housing Element	(4th cycle - Certified in 2009)
Anaheim Housing Element	(5th cycle- Certified 2014)	La Mirada Housing Element	(5th cycle - Certified in 2014)
Antioch Housing Element	(4th cycle - Certified in 2010)	Los Alamitos Housing Element	(4th cycle - Certified in 2010)
Arcadia Housing Element	(5th cycle - Certified in 2013)	Lynwood Housing Element	(4th cycle - Certified in 2010)
Artesia Housing Element	(4th cycle - Certified in 2011)	Montclair Housing Element	(4th and 5th cycle – Certified in 2014)
Carmel Housing Element	(4th cycle - Certified in 2010)	Murrieta Housing Element	(6th cycle – In progress)
Chula Vista Housing Element	(4th cycle - Certified in 2007)	Orange Housing Element	(4th cycle - Certified in 2010)
Housing Element	Cycle/Year Certified	Housing Element	Cycle/Year Certified
City of Chino Housing Element	(6 <sup>th</sup> Cycle – In progress)	Orange Housing Element	(5th cycle- Certified in 2014)
Del Mar Housing Element	(6 <sup>th</sup> Cycle – In progress)	Orange Housing Element	(6 <sup>th</sup> Cycle – In progress)
El Monte Housing Element	(5th cycle - Certified in 2013)	County of Orange Housing Element	(6 <sup>th</sup> Cycle – In progress)
Encinitas Housing Element	(6 <sup>th</sup> Cycle – In progress)	Placentia Housing Element	(4th cycle - Certified in 2010)
Fontana Housing Element	(4th cycle - Certified in 2010)		(5 <sup>th</sup> Cycle – Certified in 2017)
Fontana Housing Element	(5 <sup>th</sup> cycle- Certified in 2014)	Rialto Housing Element	Mid-Cycle Update – In progress
Fountain Valley Housing Element	(5 <sup>th</sup> cycle, Certified in 2014)	Salinas Housing Element	(4th cycle - Certified in 2011)
Fullerton Housing Element	(4th cycle - Certified in 2010)	Saratoga Housing Element	(4th cycle - Certified in 2010)
Gilroy Housing Element	(Found in compliance by HCD in 2011)	Solana Beach Housing Element	(6 <sup>th</sup> Cycle – In progress)
Hemet Housing Element	(5th cycle - Certified in 2014)	Stanton Housing Element	(4th cycle - Certified in 2009)
Indian Wells Housing Element	(5th cycle – Certified in 2014)	Truckee Housing Element	(4th cycle - Certified in 2009)

## References

The Kimley-Horn team is proud of its successful track record of Housing Element updates for both the 4th cycle and 5th cycle RHNA planning periods. Below is a sample of the Housing Elements our key staff has completed.

[City of Encinitas Housing Element \(5th Cycle and 6<sup>th</sup> Cycle\), Encinitas, CA](#)



Kimley-Horn is currently assisting the City with their Housing Element Update for the RHNA 5th and 6<sup>th</sup> Cycle planning periods. Kimley-Horn worked extensively with City staff, elected official, legal counsel, HCD and the public to develop policy solutions. Aside from completing the technical analysis associated with updating a Housing Element, the process has included numerous outreach events, including stakeholder meetings, community forums, open houses, and public working sessions. Each step of the process has included components to inform and engage the community to make certain that their feedback is incorporated into the Housing Element Update whenever feasible.

**Reference:** Jennifer Gates, Principal Planner, City of Encinitas, 760.633.2714, [jgates@encinitas.gov](mailto:jgates@encinitas.gov)

**Dates:** 2017 – Present

**Team Members:** Dave Barquist – Project Manager, Nick Chen – Assistant Project Manager, Molly Mendoza – Planning Analyst, Rita Garcia – Environmental Manager, Brian Leung – Environmental Analyst

#### City of Del Mar Housing Element (6th Cycle), Del Mar, CA

David Barquist and Nick Chen are leading an update to the City of Del Mar's 6th cycle Housing Element. Our team is responsible for evaluating the status of the City's housing programs, updating housing affordability information, analysis of household characteristics, and review of the land inventory available to produce new housing in this community.

The Housing Element scope also includes evaluation for constraints on the production of housing in the community, and an update of proposed housing programs. The project also includes conducting community outreach, both in person and virtual, and assistance with the facilitation of a Housing Element Task Force.

**Reference:** Shaun McMahon, Project Planner, City of Del Mar, 858.755.9313, [smcmahon@delmar.ca.us](mailto:smcmahon@delmar.ca.us)

**Dates:** 2019 – Present

**Team Members:** Dave Barquist – Project Manager, Nick Chen – Assistant Project Manager, Molly Mendoza – Planning Analyst

#### City of Rialto Housing Element (5th Cycle), Rialto, CA

Kimley-Horn assisted the City of Rialto with the 2014-2021 Housing Element update. The City missed the statutory deadline to complete their 5th cycle Housing Element and completed the Housing Element to meet requirements of AB 1233. Kimley-Horn assisted the City with an updated land inventory analysis to accommodate both the 4th cycle and 5th cycle RHNA needs of the City. The update includes revisions to the City's housing profile, updated governmental and non-governmental constraints to the development of housing, a progress report on the performance of the existing Housing Element, and a revised Housing Plan.

**Reference:** Karen Peterson, Senior Planner, City of Rialto, 909.820.2505, [kpeterson@rialtoca.gov](mailto:kpeterson@rialtoca.gov)

**Dates:** 2016 – 2020

**Team Members:** Dave Barquist – Project Manager, Nick Chen – Assistant Project Manager, Molly Mendoza – Planning Analyst

#### City of Chino Housing Element (6th Cycle), Chino, CA

Kimley-Horn is assisting the City of Chino with the 6<sup>th</sup> Cycle Housing Element update. They will be considering considerable growth due to draft RHNA allocations and must deal with limitation imposed by local growth control legislation. The Kimley Horn team is developing a unique outreach program in consideration with COVID-19 and will be engaging an AdHoc Housing Committee through the planning process.

**Reference:** Warren Morelion, City Planner, City of Chino 909.334.3332, [wmorelion@cityofchino.org](mailto:wmorelion@cityofchino.org)

**Dates:** 2020

**Team Members:** Dave Barquist – Project Manager, Nick Chen – Assistant Project Manager, Molly Mendoza – Planning Analyst

City of Solana Beach Housing Element (6th Cycle), Solana Beach, CA

Kimley-Horn is assisting the City of Solana Beach with the 6<sup>th</sup> Cycle Housing Element update. They will be considering developing policies and programs for a built-out coastal community with almost no vacant land and must deal with limiting land use policies. The Kimley Horn team has developed a comprehensive analysis of sites in consideration of a substantial growth in 6<sup>th</sup> Cycle RHNA calculations.

**Reference:** Joseph Lim, Director, City of Solana Beach 858.720.2434, jlim@cosb.org

**Dates:** 2020

**Team Members:** Dave Barquist – Principal, Nick Chen –Project Manager, Molly Mendoza – Planning Analyst

## F. FEE PROPOSAL

CITY OF HUNTINGTON BEACH HOUSING ELEMENT UPDATE - ESTIMATED FEES (rev.081220)						
TASK	Principal \$275	Senior Planner \$168	Associate Planner \$130	Assistant Planner / Graphics \$110	Admin / Support \$110	Total Cost
<b>TASK 1: PROJECT KICKOFF</b>						
1.1 Project Kick-off Meeting	4	6	8			\$3,148
1.2 Project Schedule	2	4				\$1,222
<b>TASK 2: PROJECT MANAGEMENT AND COORDINATION</b>	60	48	30		20	\$30,664
<b>TASK 3: ANALYZE REGIONAL HOUSING NEEDS ASSESSMENT</b>						
3.1 Document Review	1	4	12			\$2,507
3.2 Evaluate Current Housing Element	4	10	16			\$4,860
3.3 Housing Needs, Constraints, Resources, Population and Housing Profile	30	80	180	16		\$46,850
3.4 Housing Legislation Matrix	4	6	40	12		\$8,628
3.5 Develop Housing Plan	12	40	32			\$14,180
<b>TASK 4: COMMUNITY ENGAGEMENT</b>						
4.1 Community Outreach Plan	2	4	18			\$3,562
4.2 Community Workshop #1	8	16	20	3		\$7,818
4.3 Community Workshop #2	8	16	20	3		\$7,818
4.5 Planning Commission Study Sessions (up to 3)	24	36	48			\$18,888
4.6 City Council Study Session (1)	8	18	16			\$7,304
<b>TASK FOUR: DRAFT HOUSING ELEMENT</b>						
5.1 Screencheck Draft	8	30	40		10	\$13,540
5.2 Pre HCD Public Review Draft	4	16	32		8	\$8,828
5.3 HCD Submittal Draft	4	10	28		8	\$7,300
5.4 Response to Comments	4	18	32		3	\$8,614
5.5 Public Review Draft	4	16	32			\$7,948
5.6 Final Draft Housing Element	4	15	32		2	\$8,000
5.7 Final Transmittal to and Correspondence with HCD	2	4	6			\$2,002
<b>TASK 5: CEQA COMPLIANCE</b>	400	60	1000	100	60	\$267,680
<b>TASK 6: PUBLIC HEARINGS (3 Hearings Assumed)</b>	24	42	16			\$15,736
<b>TASK 7: FINAL HOUSING ELEMENT CERTIFICATION</b>	2	6	8		6	\$3,258
Expenses (travel, copies, etc.). Reproduction estimated						\$5,000
<b>SUBTOTAL</b>	<b>623</b>	<b>505</b>	<b>1666</b>	<b>134</b>	<b>117</b>	<b>\$505,355</b>
<b>Recommended Contingency (15%)</b>						<b>\$75,803</b>
<b>TOTAL COST</b>						<b>\$581,158</b>
<b>OPTIONAL TASKS</b>						
Task 8: General Plan Amendments and Zoning Code Revisions						\$75,000
Task 4.4 Online Community Survey						\$12,000

Note: Kimley-Horn reserves the right to reallocate staffing resources amongst tasks if necessary, not to exceed total approved fees.

## APPENDIX: FORMS AND REQUIRED INFORMATION

### *Legislation and City Considerations*

### *Requested Modifications to Terms and Conditions*

### *Legislation and City Considerations*

2018

LEGISLATION	CITY OF HUNTINGTON BEACH CONSIDERATIONS
<b>FUNDING MEASURES</b>	
<b>SB 2</b> - Projected to generate hundreds of millions of dollars annually for affordable housing, supportive housing, emergency shelters, transitional housing and other housing needs via a \$75 to \$225 recording fee on specified real estate documents.	The city is eligible for a variety of funding opportunities to help achieve the goals and policies stated in the Housing Element. Careful consideration to the way in which policy is articulated will help to increase the likelihood of future funding acquisition.
<b>SB 3</b> - Placed a \$4 billion general obligation bond on the November 2018 ballot to fund affordable housing programs and the veteran's homeownership program (CalVet).	Similar to SB 2, The city is eligible for a variety of funding opportunities to help achieve the goals and policies stated in the Housing Element.
<b>STREAMLINING MEASURES</b>	
<b>SB 35</b> - Streamlines multifamily housing project approvals, at the request of a developer, in a city that fails to issue building permits for its share of the regional housing need by income category. In a SB 35 city, approval of a qualifying housing development on qualifying site is a ministerial act, without CEQA review or public hearings.	This new law allows developers to request streamlining provided certain criteria are met. This means the City of Huntington Beach will need to evaluate the entitlement procedures to permit and track the adherence to the new law.
<b>SB 540</b> - Streamlines the housing approval process by allowing jurisdictions to establish Workforce Housing Opportunity Zones (WHOZs), which focus on workforce and affordable housing in areas close to jobs and transit and conform to California's greenhouse gas reduction laws. SB 540's objective is to set the stage for approval of housing developments by conducting all of the necessary planning, environmental review and public input on the front end through the adoption of a detailed Specific Plan. SB 540 provides the development community with certainty that for a five-year period, development consistent with the plan will be approved without further CEQA review or discretionary decision-making.	SB 540 authorizes a state grant or loan for a local government to do planning and environmental reviews to cover a neighborhood. Developers in the designated community also will have to reserve a certain percentage of homes for low- and middle-income residents and the city's approvals there would be approved without delay.

<p><b>AB 73</b> – Similar to SB 540 the Bill streamlines the housing approval process by allowing jurisdictions to create a housing sustainability district to complete upfront zoning and environmental review in order to receive incentive payments for development projects that are consistent with the ordinance.</p>	<p>Under AB 73, Huntington Beach would receive money when it designates a community for more housing and then additional dollars once it starts issuing permits for new homes. In these neighborhoods, at least 20% of the housing must be reserved for low- or middle-income residents, and projects will have to be granted permits without delay if they meet zoning standards.</p>
<p><b>ACCOUNTABILITY MEASURES</b></p>	
<p><b>SB 167 / AB 678 / AB 1515</b> – These three measures were amended late in the 2017 legislative session to incorporate nearly all the same changes to the Housing Accountability Act (HAA). The HAA significantly limits the ability of a jurisdiction to deny an affordable or market-rate housing project that is consistent with existing planning and zoning requirements</p>	<p>Considerations for zoning requirements in the entitlement process will have to comply with these new laws. Findings for projects may have to be modified, modifications to land use definitions will have to be considered.</p>
<p><b>OTHER MEASURES</b></p>	
<p><b>AB 1505</b> - Allows a jurisdiction to adopt an ordinance that requires a housing development to include a certain percentage of residential rental units affordable to and occupied by households with incomes that do not exceed limits for households with extremely low, very low, low or moderate income. Such an ordinance must provide alternative means of compliance such as in-lieu fees, off-site construction, etc.</p>	<p>Essentially addressing rental unit inclusionary, the AB 1505 law provides a “solution” to the Palmer Decision. If the city chooses any type of rental inclusionary policy, this will have to be considered.</p>
<p><b>AB 879</b> - Expands upon existing law that requires, by April 1 of each year, general law cities to send an annual report to their respective city councils, the state Office of Planning and Research (OPR) and HCD that includes information related to the implementation of the General Plan, including RHNA.</p>	<p>As a general law city, this law will require annual updates to the City Council and submission of yearly reports on General Plan implementation.</p>
<p><b>AB 1397</b> - Makes numerous changes to how a jurisdiction establishes its housing element site inventory</p>	<p>This is one of the most profound changes to adequate sites analysis and will require a much more in-depth review of sites and the suitability of those sites. This new law provides very specific justification of sites that are deemed suitable and will much more time and effort than the city has experienced in the past.</p>

**AB 72** - Provides HCD new broad authority to find a jurisdiction's housing element out of substantial compliance if it determines that the jurisdiction fails to act in compliance with its housing element and allows HCD to refer violations of law to the attorney general.

The is a compliance issue. As part of the Housing Element, the City will have to ensure the goals, policies and objectives implementation are a direct consideration with adopting the Housing Element.

As of January 1, 2019, additional new laws have gone into effect in California. These newest statutory requirements amend and clarify existing adopted law and make additional efforts to increase housing production.

## 2019 Legislation and City Considerations

LEGISLATION	CITY OF HUNTINGTON BEACH CONSIDERATIONS
<p><b>AB 2753</b> - Seeks to expedite the processing of density bonus applications pursuant to the State Density Bonus Law. The State Density Bonus Law, originally enacted in 1979, requires an agency to grant a density bonus and/or a certain number of concessions or incentives to developers who agree to construct developments that provide affordable housing and meet certain criteria. This year's amendments now require local governments to provide determinations to developers regarding the amount of density bonus for which a development is eligible, all reductions in parking requirements for which the applicant is eligible and whether the applicant has provided adequate information for the local government to make a determination regarding any requested incentives, concessions, waivers or reductions in required parking. The law further requires such determinations to be based on the development project at the time the application is deemed complete and provides that the local government shall adjust the amount of density bonus and required parking based on any changes during the course of the development processing.</p>	<p>This will influence the procedural aspects of identifying density bonus at the time of completeness of any application that certain entitlements are clearly articulated and approved.</p> <p>Policies and procedures will have to be modified to accommodate this new law.</p>
<p><b>AB 2372</b> - Authorizes cities or counties to grant a developer of an eligible housing development under the State Density Bonus Law a floor area ratio bonus in lieu of a bonus based on dwelling units per acre. The floor area bonus is calculated based on a formula prescribed in the new statute (i.e., allowable residential base density x (site area in square feet / 43,500) x 2,250). An eligible housing development under the law is a multifamily housing development that provides at least 20 percent affordable units, is located within a transit priority area or a half-mile from a major transit stop, meets requirements for the replacement of existing units and complies with height requirements applicable to the underlying zone. The law also prohibits cities and counties from imposing parking requirements in excess of specified ratios and allows an applicant for an eligible development to calculate impact fees based on square feet and not per unit.</p>	<p>Future use and analysis of sites related to mobility and transportation improvements will result from the application of this law.</p> <p>Additionally, amendments to the City's fee ordinance may be required to ensure the fee calculation complies with statute.</p>

LEGISLATION	CITY OF HUNTINGTON BEACH CONSIDERATIONS
<b>SB 1227</b> - Extends the State Density Bonus Law to apply to student housing. It allows student housing projects where at least 20 percent of the units are affordable for lower income students to receive a 35 percent density bonus. The law also provides that the development must provide priority to students experiencing homelessness. The density bonus under the law will be calculated based on the number of beds instead of units.	This may be applicable to student housing associated with Goldenwest College.
<b>AB 2797</b> - Requires the State Density Bonus Law to be harmonized with the California Coastal Act so that both statutes can be given effect within the coastal zone to increase affordable housing in the coastal zone while protecting coastal resources and access.	This law applies to Huntington Beach as they have land within the Coastal Zone.
<b>AB 3194</b> - Makes three important revisions to strengthen the Housing Accountability Act (HAA). The HAA strictly limits local governments' authority to reject or restrict housing development projects that comply with applicable objective general plan, zoning and subdivision standards. The Legislature's reforms to the HAA in 2017 were one of the most significant elements of the 2017 housing package. This year, as revised by AB 3194, if the zoning for a project site is inconsistent with the general plan, a proposed housing development project cannot be considered "inconsistent" with a jurisdiction's zoning standards and cannot be required to seek a rezoning, as long as the project complies with the jurisdiction's objective general plan standards. Second, local agencies must now apply zoning standards and criteria to facilitate and accommodate development at the density allowed on the site by the general plan. Third, the Legislature declared its intent that a "specific, adverse impact on the public health and safety" – the only permissible basis on which a local government can reject or reduce the size of a project that complies with objective standards—will "arise infrequently."	This law may require the city to evaluate consistency with General Plan land use designations and the city zoning classifications. If the City of Huntington Beach finds that additional land must be rezoned, it must also be accompanied by amendments to the General Plan land use.
<b>SB 765</b> - Makes a series of "cleanup" revisions to SB 35, the major streamlining law enacted in 2017, which requires localities to grant a streamlined ministerial approval to housing projects that meet the locality's objective standards, commit to provide prevailing wage labor and provide a specified amount of affordable housing, among other criteria.	Among the most helpful of this year's amendments is the Legislature's explicit statement that the California Environmental Quality Act (CEQA) does not apply to the agency's determination of whether an application for a development is subject to the streamlined ministerial approval process – eliminating one argument housing opponents have used to try to avoid the effect of SB 35.



LEGISLATION	CITY OF HUNTINGTON BEACH CONSIDERATIONS
<p><b>AB 2263</b> - Authorizes parking reductions for a development project in which a designated historical resource is being converted or adapted. For projects converting or adapting a designated historical resource to a residential use that is located within a half-mile of a major transit stop, an agency shall not require the project to provide parking spaces greater than the number of parking spaces that existed on the project site at the time the project application was submitted. For a project converting or adapting a designated historical resource to a nonresidential use, a local agency shall provide a 25 percent reduction in the amount of parking spaces that would otherwise be required.</p>	<p>While not germane to the Housing Element, this may impact historic structure reuse in the city, which could conceivably be reused and require reduced parking, which may influence the type and extent of conversions.</p>
<p><b>AB 2162</b> - Requires supportive housing to be considered a use "by right" in zones where multifamily and mixed uses are permitted, including nonresidential zones permitting multifamily uses, if the proposed housing development meets specified criteria. Supportive housing is housing linked to an onsite or offsite service that assists the resident in retaining the housing, improving his or her health status and ability to live and work in the community. Qualifying criteria relates to affordability, long-term deed restrictions, nonresidential floor use providing supportive services and other design requirements.</p> <p>The law requires a local government to approve, within specified periods, supportive housing developments that comply with these requirements. The law prohibits the local government from imposing any minimum parking requirement for units occupied by supportive housing residents if the development is located within a half-mile of a public transit stop.</p>	<p>By-right zoning will potentially require updates to the city's zoning ordinance, and policies and programs in the housing element. Because of the by-right requirement, areas that do not contain any or have limited supportive housing, this type of use may become more prevalent in the City over time.</p> <p>Especially in Huntington Beach, where a variety of multi-family, mixed use and nonresidential zones exist.</p>
<p><b>AB 829</b> - Prohibits local governments from requiring a developer to obtain a letter of acknowledgment or similar document prior to applying for state assistance for a housing development. The law defines state assistance as any state funds, a state tax credit or a federal tax credit administered by the state. The legislative analysis for the bill explained that in at least one case in the state, city council members have delayed projects for supportive housing requiring financial assistance by conditioning a project to receive official sign-off from the local elected official in order to receive funding. This law ends that practice for all jurisdictions.</p>	<p>The City of Huntington Beach will have to consider the procedural aspect of the entitlement process to ensure compliance with this new law. This may require new programs in the Housing Element to comply with law.</p>



LEGISLATION	CITY OF HUNTINGTON BEACH CONSIDERATIONS
<p><b>SB 828 / AB 1771</b> - Makes several changes to the Regional Housing Needs Assessment (RHNA) process to use more data to more accurately and fairly reflect job growth and housing needs, with an emphasis on fair housing goals. RHNA is the process to identify the total number of housing units and income levels that each jurisdiction must accommodate in its housing element. The RHNA process has been in the spotlight recently due to claims that some cities have artificially low RHNA targets due to a politically driven process. New amendments revise the data that the council of governments (the entities that determine RHNA targets) must provide to HCD as part of the RHNA process. That data must now include new information regarding overcrowding rates, vacancy rates and cost-burdened housing (among other new data points). This law adds more opportunities for public comment and HCD adjustments to the council of governments' methodology for selecting RHNA targets, as well an ability for local governments to appeal RHNA targets. Additionally, the law prohibits a council of governments from using prior underproduction of housing, or stable population numbers, as justification for a determination or reduction in a local government's share of the RHNA.</p>	<p>SB 828 has a few distinct requirements to report in Housing Elements:</p> <ul style="list-style-type: none"> <li>• Defines a “healthy” vacancy rate as no less than 5%</li> <li>• Prohibits using past production of units or stable population growth to justify reduced housing goals</li> <li>• Identify no. of cost burdened households</li> </ul> <p>Based on the analysis of the bill, it is likely this will increase the RHNA need for Huntington Beach, especially in low- and moderate-income households.</p> <p>AB 1771 may provide a more transparent process for the City and ultimately the ability to accommodate RHNA by providing more structure to the allocation process.</p> <p>Because of considerable overlap amongst these two bills, it is likely that clean up legislation will occur in the future.</p>
<p><b>AB 686</b> - Requires a public agency to administer its programs and activities relating to housing and community development in a manner to affirmatively further fair housing and not take any action that is inconsistent with this obligation. "Affirmatively furthering fair housing" means, among other things, "taking meaningful actions ... that overcome patterns of segregation and foster inclusive communities" and "address significant disparities in housing needs and in access to opportunity." Additionally, an assessment of fair housing practices must now be included in upcoming housing elements.</p>	<p>This law requires the City of Huntington Beach to include an assessment of Fair Housing practices in the City and to “affirmatively further fair housing”. With no official guidance of the interpretation of this law and to the extent of what an “assessment” includes, beyond what is identified in Gov Code Section 65583 et seq. the AFFH the City will utilize its efforts as a HUD grantee jurisdiction to provide much of this data. Kimley-Horn believes this law may require additional guidance from the state to further define how the housing element would satisfy the provisions of this law in the Housing Element policy program.</p>
<p><b>SB 1333</b> - Makes charter cities (those governed by a city charter document rather than by general law) subject to several planning laws that previously only applied to general law cities. These include laws related to general plan amendment processing, accessory dwelling unit permitting and the preparation of housing elements. Notably, the new law now requires a charter city's zoning ordinances to be consistent with its adopted general plan.</p>	<p>As a general law, Huntington Beach will not be affected by this law.</p>

LEGISLATION	CITY OF HUNTINGTON BEACH CONSIDERATIONS
<p><b>AB 1919</b> - Recognizes that under current prohibitions against "price gouging," landlords cannot raise rents by more than 10 percent within 30 days of a declared disaster, but the prohibition does not apply to rental properties that were not on the market at the time of the emergency. This new law expands the existing crime of price gouging to include new rentals that were not on the market at the time of the emergency within the types of goods and services that are price-controlled in the immediate aftermath of an emergency. The law also makes other related reforms to limit rent increases and evictions following an emergency.</p>	<p>While not germane to the Housing Element, this law will still apply to the City of Huntington Beach if events such as fire, flood, or any other type of state declared disaster occur.</p>
<p><b>AB 2913</b> - Extends the duration of a building permit from six months (180 days) to 12 months, as long as construction has started and has not been abandoned. The law also provides that a permit is subject to the building standards in effect on the date of original issuance, and if the permit does expire, the developer may obtain approval from the local building official for one or more six-month extensions.</p>	<p>This law will affect how the city counts "in the pipeline" projects for RHNA purposes and may require procedural modifications in the City's current entitlement process.</p>
<p><b>SB 330</b> – Limits a jurisdiction's ability to change development standards and zoning applicable to the project once a "preliminary application" is submitted. Amends the Permit Streamlining Act to specify what constitutes a "preliminary application" and states that a jurisdiction has one chance to identify incomplete items in an initial application, and after that may not request any new information. Prevents jurisdictions from increasing exactions or fees during a project's application period, and only allows such increases if the resolution or ordinance establishing the fee calls for automatic increases in the fee over time. Prohibits jurisdictions from conducting more than 5 hearings if a proposed housing project complies with the applicable, objective general plan and zoning standards in effect at the time the application is deemed complete. Prohibits a jurisdiction from enacting development policies, standards or conditions that would change current zoning and general plan designations of land to "lessen the intensity of housing"; from placing a moratorium or similar restrictions on housing development; and from limiting or capping the number of land use approvals or permits. Creates the Housing Accountability Act.</p>	<p>This law is intended to streamline the development process by removing potential governmental constraints during through the development process and providing more surety for developers regarding fees and timeline.</p>
<p><b>AB 1763</b> – Creates enhanced density bonus options, including a potential 80% increase in base density and unlimited density bonuses for qualifying projects within a half-mile of a major transit stop. Applies only to projects that consist of 100% affordable housing (no more than 20%</p>	<p>Added density bonus options for projects within the City that consist of 100% affordable housing.</p>

LEGISLATION	CITY OF HUNTINGTON BEACH CONSIDERATIONS
moderate-income, and the rest for lower-income).	
<b>AB 1485</b> – Clarifies that the calculation to determine if a project qualifies for SB 35 where it consists of two-thirds residential excludes underground space. Clarifies that the 3-year expiration for SB 35 approval in case of litigation expires 3 years after a final judgment upholding the approval and clarifies that the approval also remains valid as long as vertical construction has begun and is in progress. Clarifies that local governments must issue subsequent permits without unreasonable delay, as long as those subsequent permit applications substantially comply with the approved SB 35 permit. Clarifies that a project complies with SB 35’s qualifying criteria as long as “there is substantial evidence that would allow a reasonable person to conclude” that the development qualifies. Clarifies that under existing law, SB 35 projects are entitled to protection under the Housing Accountability Act.	Clarifies guidance around the eligibility of projects to qualify for SB 35 and the City’s responsibilities for review of applicable projects.
<b>AB 1483</b> – Requires local agencies to make information available on housing development fees, applicable zoning ordinances and standards, annual fee reports and archived nexus fee studies. Requires cities to clearly post their impact fee schedules and nexus studies. HCD will be required to prepare a 10-year housing data strategy that identifies the data useful to enforce existing housing laws and inform state housing policymaking.	New requirements for the City to develop and publish materials relating to the development of housing. Much of this information is publicly available but may need to be revised to meet the requirements of state law.
<b>AB 101</b> – Effective as of July 31, 2019. Requires local governments to provide “by right,” CEQA-exempt approvals to certain qualifying navigation centers that move homeless Californians into permanent housing. Creates additional incentives for cities to comply with their mandates to plan for enough housing under housing element law. Creates steep penalties for cities that refuse to comply with Housing Element law and ties financial incentives to cities that adopt “pro-housing” policies.	This bill requires the City to allow by-right development for qualifying developments aimed at transitioning homeless residents into permanent housing. Also increases the penalties for cities not in compliance with State Housing Element law.
<b>AB 1560</b> – Broadens the definition of a “major transit stop” to include bus rapid transit. Provides that projects located within a ½ mile of a qualifying bus rapid transit stop may qualify for parking reductions, CEQA infill housing, aesthetic and parking exemptions, SB 375 streamlining for qualifying transit priority projects and a less than significant VMT impact presumption. Applies to local incentives.	The City has several Transit Priority Areas as determined by SCAG on the westside near Harbor Boulevard and in the South Coast Metro area. Projects within these areas may qualify under AB 1560.

LEGISLATION	CITY OF HUNTINGTON BEACH CONSIDERATIONS
<b>SB 744</b> – Streamlines the approval process for supportive housing projects by clarifying that a decision to seek funding through the No Place Like Home program is not a project for the purpose of CEQA.	Development streamline approvals.
<b>AB 68</b> - Allows 2 ADUs on a single lot, as well as multiple ADUs on multifamily lots. Requires local agencies to approve or deny an ADU project within 60 days. Restricts local agencies' ability to adopt certain ordinances that would discourage ADUs.	Promotes the development of ADUs and places restrictions on City's ability to discourage the development of ADUs.
<b>AB 881</b> - Restricting local jurisdictions' permitting criteria. Clarifies that ADUs must receive streamlined approval if constructed in existing garages. Eliminates local jurisdictions' ability to require owner-occupancy for 5 years.	The City must develop and apply a streamlined approval process for ADUs and eliminates the previous owner-occupancy requirement.
<b>SB 13</b> - Sunsets on January 1, 2025. Creates a tiered fee structure which charges ADUs more fairly based on their size and location. Prohibits local jurisdictions from imposing impact fees on ADUs under 750 square feet. Prohibits conditional approval of an ADU on the applicant being an "owner-applicant."	May require the City to update their ADU development fees.
<b>AB 587</b> - Provides that local jurisdictions may allow ADUs to be sold or conveyed separately from a primary residence if certain conditions are met. Allows affordable housing organizations to sell deed restricted ADUs to eligible low-income homeowners.	Allows ADUs to be sold separately from a primary residence if conditions are met.
<b>AB 670</b> - Prevents homeowners' associations from barring ADUs. Allows reasonable restrictions.	This is not under the control of the City but facilitates further development of ADUs.
<b>AB 671</b> - Requires local governments to include in their housing plans to incentivize and promote the creation of affordable ADUs. Requires HCD to develop a list of state grants and financial incentives for ADU development and post it by Dec. 31, 2020.	The City will be required to address methods and strategies to promote development of ADUs within the Housing Element document through policies and goals.
<b>AB 1255</b> - Requires cities and counties to report to the state an inventory of its surplus lands in urbanized areas. Requires the state to include this information in a digitized inventory of state surplus land sites.	The City will be required to track and report qualifying parcels to the State.

We have applied the new statutory requirements stated above and have negotiated with HCD and developed workable solutions since these new laws have been adopted. We feel confident that the City of Huntington Beach will benefit for our recent work and avoid any unnecessary effort during the certification process.

### ***Requested Modifications to Terms and Conditions***

Kimley-Horn has reviewed the sample Professional Services Contract and requests the following modifications.

#### **3. TERM; TIME OF PERFORMANCE**

This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the CONSULTANT does not control. CONSULTANT shall not have liability for any delays, expenses, losses, damages or be deemed in breach which are caused by any factor outside of its reasonable control, including but not limited to natural disasters, epidemics (including COVID 19), adverse weather, or acts of the CITY, third parties, or governmental agencies.

#### **8. HOLD HARMLESS**

CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, ~~without limitation,~~ costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent ~~(or alleged negligent)~~ performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the ~~sole~~ negligence or willful misconduct of CITY. CONSULTANT will conduct all defense ~~at its sole cost and expense~~ and CITY shall approve selection of CONSULTANT's counsel for claims for which Consultant is required to indemnify hereunder. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.