



City of Huntington Beach Planning and Building Department

**STAFF REPORT**

**TO:** Planning Commission  
**FROM:** Scott Hess, AICP, Director of Planning and Building  
**BY:** Jennifer Villasenor, Senior Planner *JW*  
**DATE:** July 10, 2012

**SUBJECT: DEVELOPMENT AGREEMENT NO. 12-002 (BEACH WALK APARTMENTS DEVELOPMENT AGREEMENT)**

**APPLICANT:** Harry Alcock, UDR, 1745 Shea Center Drive, Suite 200, Highlands Ranch, CO 80129

**PROPERTY**

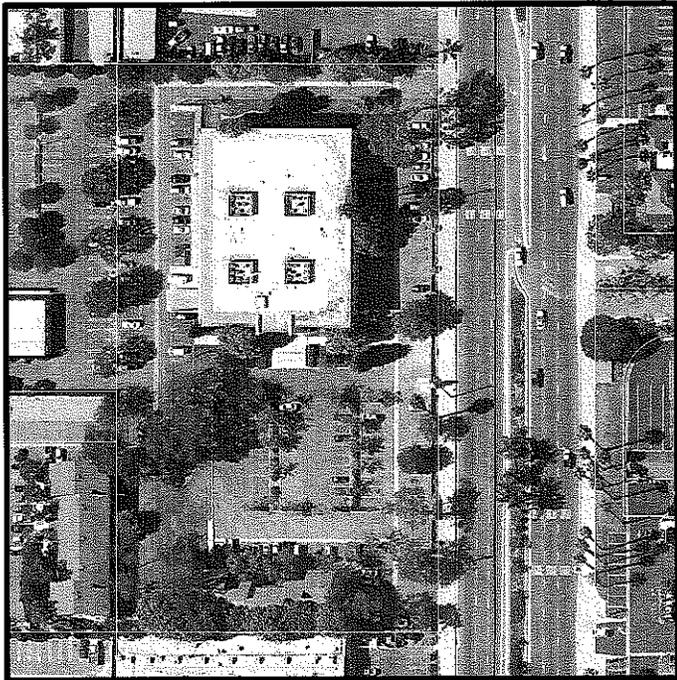
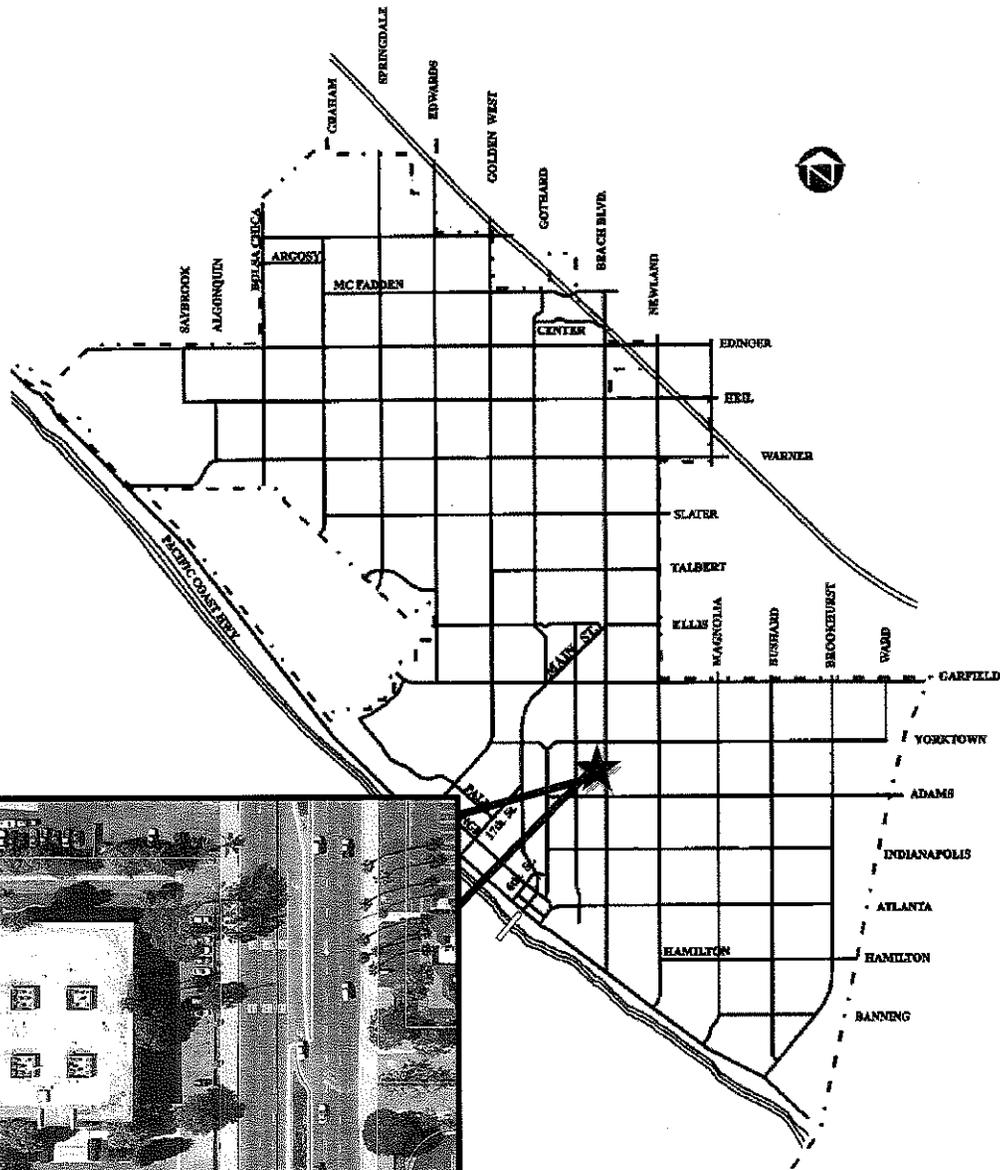
**OWNER:** DCO Beach Walk, LLC, 1745 Shea Center Drive, Suite 200, Highlands Ranch, CO 80129

**LOCATION:** 19891 and 19895 Beach Boulevard, Huntington Beach, CA 92648 (west side of Beach Boulevard between Utica Avenue and Adams Avenue)

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**STATEMENT OF ISSUE:**

- ◆ Development Agreement No. 12-002 represents a request for the following:
  - To enter into a Development Agreement between the City of Huntington Beach and DCO Beach Walk LLC (developer) pursuant to approvals for the Beach Walk Apartments Project, a 173 multi-family residential apartment development with a five-and-a-half level parking structure, leasing office, resident fitness and recreation areas and public open space.
  
- ◆ Staff recommends approval of Development Agreement No. 12-002 based upon the following:
  - Consistency with the General Plan and the Beach and Edinger Corridor Specific Plan (BECSP);
  - Conforms to the provisions of Chapter 246 – *Development Agreements* of the Huntington Beach Zoning and Subdivision Ordinance (HBZSO);
  - Consistency with the approved Beach Walk Apartments Project and the Conditions of Approval and Mitigation Measures adopted pursuant to Site Plan Review (SPR) No. 11-005 and Environmental Impact Report (EIR) No. 08-008; and
  - Ensures the mutually beneficial development of the approved project and serves the affordable housing needs of the community by providing 17 on-site affordable housing units.



**VICINITY MAP  
DEVELOPMENT AGREEMENT NO. 12-002  
BEACH WALK APARTMENTS PROJECT**

**RECOMMENDATION:**

Motion to:

“Approve Development Agreement No. 12-002 with findings for approval (Attachment No. 1) and forward Draft Ordinance (Attachment No. 2) to the City Council for adoption.”

**ALTERNATIVE ACTION(S):**

The Planning Commission may take alternative actions such as:

- A. “Deny Development Agreement No. 12-002 with findings for denial.”
- B. “Continue Development Agreement No. 12-002 and direct staff accordingly.”

**PROJECT PROPOSAL:**

Development Agreement No. 12-002 represents a request to enter into a Development Agreement between the City of Huntington Beach and DCO Beach Walk LLC (developer) pursuant to approvals for the Beach Walk Apartments Project. The Beach Walk Apartments Project site is located within the Beach and Edinger Corridors Specific Plan (BECSP) and is approved for 173 multi-family apartment units, a leasing office, resident fitness and recreation areas and public open space.

On March 27, 2012, the Planning and Building Director approved Site Plan Review No. 11-005 for the Beach Walk Apartments Project subject to conditions and mitigation measures. Condition No. 7.b. requires a development agreement to be approved by the City Council and recorded to provide for affordable dwelling units in accordance with Section 2.2.3 of the BECSP and the Huntington Beach Zoning and Subdivision Ordinance (HBZSO) as well as specify required traffic mitigation fees.

**ISSUES:**

**Subject Property Land Use, Zoning, and General Plan Designations:**

LOCATION	GENERAL PLAN	ZONING	LAND USE
Subject Property:	M-sp-d (Mixed Use – Specific Plan Overlay – Design Overlay)	SP-14 (Beach and Edinger Corridors Specific Plan)	Approved 173-unit multi-family apartment project; Existing – two office buildings
North of Subject Property:	M-sp-d	SP-14	Auto related use
East of Subject Property (across Beach Blvd.):	M-sp-d	SP-14	Newland Shopping Center
South of Subject Property:	M-sp-d	SP-14	General Commercial uses
West of Subject Property:	P (Public); RM-15 (Residential Medium Density – 15 units/acre	RM (Residential Medium Density)	Church

**General Plan Conformance:**

The project site is located within the Neighborhood Parkway segment of the Beach and Edinger Corridors Specific Plan. The General Plan land use designation is Mixed Use - Specific Plan Overlay - Design Overlay (M-sp-d). The development agreement is consistent with the following General Plan goals, policies and objectives:

A. Circulation Element

Goal CE 2: Provide a circulation system which supports existing, approved and planned land uses throughout the City while maintaining a desired level of service on all streets and at all intersections.

B. Housing Element

Goal H 2: Provide adequate housing sites to accommodate regional housing needs.

Goal H 3: Assist in development of affordable housing.

Policy H 3.1: Encourage the production of housing that meets all economic segments of the community, including lower, moderate, and upper income households, to maintain a balanced community.

C. Land Use Element

LU Goal 2: Ensure that development is adequately served by transportation infrastructure, utility infrastructure, and public services.

Policy LU 8.1.1: Accommodate land use development in accordance with the patterns and distribution of use and density depicted on the Land Use Plan Map, in accordance with the principles discussed below:

- a. Not applicable
- b. Vary uses and densities along the City's extended commercial corridors, such as Beach Boulevard.
- c. Increase diversification of community and local commercial nodes to serve adjacent residential neighborhoods.
- e. Intermix uses and densities in large-scale development projects.
- f. Site development to capitalize upon potential long-term transit improvements.
- g. Establish linkages among community areas, which may include pedestrian and vehicular paths, landscape, signage, other streetscape elements, open space, transitions, in form, scale, and density of development, and other elements.

Goal LU 9: Achieve the development of a range of housing units that provides for the diverse economic, physical, and social needs of existing and future residents of Huntington Beach.

Goal LU 11: Achieve the development of projects that enable residents to live in proximity to their jobs, commercial services, and entertainment, and reduce the need for automobile use.

The development agreement would ensure that the project is developed in accordance with the approved Beach Walk development plan, which provides a housing choice adjacent to an existing public transit route and provides an alternative for residents seeking to be within walking distance of work, services or commercial uses and reduce dependency on their automobile. The development agreement would guarantee that the project provides 17 on-site affordable housing units. These units would help the City to satisfy its affordable housing obligations while providing housing for moderate income households. The development agreement specifies the project's traffic mitigation fees, which would provide the project's fair share contribution for improvements to the circulation system that are necessary to mitigate cumulative traffic impacts from development within the BECSP.

**Zoning Compliance:**

The Beach Walk Apartments Project, as approved pursuant to Site Plan Review No. 11-005, is consistent with the development standards and regulations of the BECSP. Development Agreement No. 12-002 references the approved project and would ensure implementation of the project in accordance with the conditions of approval and mitigation measures adopted for the project.

**Urban Design Guidelines Conformance:** Not Applicable.

**Environmental Status:**

The development agreement was included in the conditions of approval for Site Plan Review No. 11-005, which was determined to be consistent with the Beach and Edinger Corridors Specific Plan Program Environmental Impact Report (EIR No. 08-008) and is exempt from further environmental review pursuant to Section 15162 of the California Environmental Quality Act (CEQA) Guidelines.

**Environmental Board:** Not Applicable.

**Coastal Status:** Not applicable.

**Redevelopment Status:** Not Applicable.

**Design Review Board:** Not applicable.

**Subdivision Committee:** Not applicable.

**Other Departments Concerns and Requirements:**

Development Agreement No. 12-002 was drafted by the City Attorney's office in coordination with the Planning Division and Economic Development Department. In addition, Development Agreement No. 12-002 is consistent with conditions approved for Site Plan Review (SPR) No. 11-005 and applicable mitigation measures adopted for BECSP Program EIR No. 08-008, which was reviewed by the Building Division and Fire, Police, Public Works, Community Services and Economic Development Departments.

**Public Notification:**

Legal notice was published in the Huntington Beach Independent on June 28, 2012, and notices were sent to property owners of record and occupants within a 500 ft. radius of the project site, interested parties, and individuals/organizations that commented on the environmental document. As of July 3, 2012, no communications on Development Agreement No. 12-002 have been received.

**Application Processing Dates:**

DATE OF COMPLETE APPLICATION:      MANDATORY PROCESSING DATE(S):

Not Applicable

Not Applicable

Development Agreement No. 12-002 is required pursuant to approvals for Site Plan Review No. 11-005 for the Beach Walk Apartments Project, which was approved by the Director of Planning and Building on March 27, 2012.

**ANALYSIS:**

The BECSP was adopted in March 2010 to enhance the overall economic performance, physical beauty and functionality of the Beach Boulevard and Edinger Avenue Corridors. The BECSP is intended to guide future development and initiate the transformation of the corridors from commercial strip, in many cases underutilized and underperforming, to a pattern of centers and segments with development standards and regulations that reflect the vision of a particular area. When the Beach Walk Apartments Project was approved pursuant to the BECSP, Condition No. 7.b. required a development agreement to be approved by the City Council and recorded to provide for affordable dwelling units in accordance with Section 2.2.3 of the BECSP and HBZSO as well as specify required traffic mitigation fees.

**Consistency with the BECSP and General Plan**

The City is authorized pursuant to California Government Code Section 65864 et.seq. and Chapter 246 of the HBZSO to enter into binding development agreements with persons or entities owning legal interests in real property located within the City. The objective of a development agreement is to provide assurances that an applicant may proceed with a project in accordance with existing policies and standards in place at the time of project approval. The City and developer desire to enter into a development agreement for the subject site in order to achieve the mutually beneficial development of the property and ensure that the project is developed in accordance with the approved project pursuant to Site Plan Review No. 11-005 and Section 2.2.3 of the BECSP.

The development agreement would be effective for five years and vests the developer's right to construct the project pursuant to the terms of the agreement. Development Agreement No. 12-002 references the project pursuant to Site Plan Review No. 11-005, which complies with the BECSP development code, as approved by the Planning and Building Director on March 27, 2012. In addition, the development agreement is consistent with the General Plan land use designation for the site insofar as the approved project is consistent with the General Plan land use designation. As discussed in the General Plan Conformance Section of this report, the development agreement would conform to applicable goals and policies of the General Plan.

### Affordable Housing

The project is required to provide affordable housing in accordance with the BECSP and conditions of approval for the project. Of the 173 total units, the project will provide 17 affordable units on-site. The project will also pay an in-lieu fee to account for the remaining 0.3 fractional unit. The 17 affordable units would be made available to moderate income households for which the City has a remaining need of 392 units for the 2008-2014 planning period. The development agreement stipulates these requirements in addition to a 55-year affordability period and the timing for which the affordable units shall be constructed. The development agreement also includes a separate affordable housing agreement exhibit to be recorded, which further specifies details of the affordable units including income requirements, household size and the timing for the affordability period to take effect.

### Traffic Fees

The project is required to provide traffic mitigation fees in accordance with mitigation measures adopted pursuant to BECSP Program EIR No. 08-008. The traffic mitigation fees will provide for the project's fair share contribution to circulation system improvements necessary to mitigate traffic impacts resulting from implementation of the BECSP. The development agreement specifies the fee amount and timing for payment. The fees were determined by the City's Public Works Department – Transportation Division based on the project's uses and calculated based on the same methodology utilized for a recent City Council approved update to the City's development impact fees, including circulation system fees. However, at the time the project was approved, the fee update had not been approved by Council and therefore, the project was conditioned to include the traffic mitigation fees into the development agreement.

### **SUMMARY:**

Staff recommends approval of Development Agreement No. 12-002 because it would:

- Conform to applicable goals and policies of the General Plan and the provisions of the BECSP;
- Conform to the provisions of Chapter 246 – *Development Agreements* of the Huntington Beach Zoning and Subdivision Ordinance;
- Ensure development of the Beach Walk Apartments Project consistent with the conditions approved for Site Plan Review (SPR) No. 11-005 and applicable mitigation measures adopted for the BECSP Program EIR (EIR No. 08-008); and
- Provide for the construction of needed affordable housing in the City of Huntington Beach.

### **ATTACHMENTS:**

1. Suggested Findings for Development Agreement No. 12-002
2. Draft Ordinance – Beach Walk Apartments Development Agreement
3. Site Plan Review No. 11-005 – Notice of Action with Findings, Conditions of Approval and Mitigation Measures

SH:HF:MBB:jv

## ATTACHMENT NO. 1

### SUGGESTED FINDINGS FOR APPROVAL

#### DEVELOPMENT AGREEMENT NO. 12-002

#### SUGGESTED FINDINGS FOR CEQA:

The Planning Commission finds that the development agreement was included in the scope of the Beach Walk Apartments Project, which was determined to be consistent with the Beach and Edinger Corridors Specific Plan Program Environmental Impact Report (EIR No. 08-008) and is exempt from further environmental review pursuant to Section 15162 of the California Environmental Quality Act (CEQA) Guidelines.

#### SUGGESTED FINDING FOR APPROVAL – DEVELOPMENT AGREEMENT NO. 12-002:

The development agreement is consistent with the General Plan and Beach and Edinger Corridors Specific Plan (BECSP). Development Agreement No. 12-002 provides for the construction of the Beach Walk Apartments Project, which complies with the BECSP development code and was found to conform to the goals and policies of the General Plan as approved by the Planning and Building Director on March 27, 2012. The development agreement ensures the construction of 17 affordable housing units within the project in accordance with the provisions of the BECSP for a 55-year period. The development agreement is consistent with the following General Plan goals and policies:

##### A. Circulation Element

Goal CE 2: Provide a circulation system which supports existing, approved and planned land uses throughout the City while maintaining a desired level of service on all streets and at all intersections.

##### B. Housing Element

Goal H 2: Provide adequate housing sites to accommodate regional housing needs.

Goal H 3: Assist in development of affordable housing.

Policy H 3.1: Encourage the production of housing that meets all economic segments of the community, including lower, moderate, and upper income households, to maintain a balanced community.

##### C. Land Use Element

LU Goal 2: Ensure that development is adequately served by transportation infrastructure, utility infrastructure, and public services.

Policy LU 8.1.1: Accommodate land use development in accordance with the patterns and distribution of use and density depicted on the Land Use Plan Map, in accordance with the principles discussed below:

- a. Not applicable
- b. Vary uses and densities along the City's extended commercial corridors, such as Beach Boulevard.
- c. Increase diversification of community and local commercial nodes to serve adjacent residential neighborhoods.
- e. Intermix uses and densities in large-scale development projects.
- f. Site development to capitalize upon potential long-term transit improvements.
- g. Establish linkages among community areas, which may include pedestrian and vehicular paths, landscape, signage, other streetscape elements, open space, transitions, in form, scale, and density of development, and other elements.

Goal LU 9: Achieve the development of a range of housing units that provides for the diverse economic, physical, and social needs of existing and future residents of Huntington Beach.

Goal LU 11: Achieve the development of projects that enable residents to live in proximity to their jobs, commercial services, and entertainment, and reduce the need for automobile use.

The development agreement would ensure that the project is developed in accordance with the approved Beach Walk development plan, which provides a housing choice adjacent to an existing public transit route and provides an alternative for residents seeking to be within walking distance of work, services or commercial uses and reduce dependency on their automobile. The development agreement would guarantee that the project provides 17 on-site affordable housing units. These units would help the City to satisfy its affordable housing obligations while providing housing for moderate income households. The development agreement specifies the project's traffic mitigation fees, which would provide the project's fair share contribution for improvements to the circulation system that are necessary to mitigate cumulative traffic impacts from development within the BECSP.

#### **INDEMNIFICATION AND HOLD HARMLESS CONDITION:**

The owner of the property which is the subject of this project and the project applicant if different from the property owner, and each of their heirs, successors and assigns, shall defend, indemnify and hold harmless the City of Huntington Beach and its agents, officers, and employees from any claim, action or proceedings, liability cost, including attorney's fees and costs against the City or its agents, officers or employees, to attack, set aside, void or annul any approval of the City, including but not limited to any approval granted by the City Council, Planning Commission, or Design Review Board concerning this project. The City shall promptly notify the applicant of any claim, action or proceeding and should cooperate fully in the defense thereof.

**DRAFT**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF HUNTINGTON BEACH ADOPTING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF HUNTINGTON BEACH AND DCO BEACH WALK LLC (DEVELOPER) (DEVELOPMENT AGREEMENT NO. 12-002)**

WHEREAS, the Director of Planning and Building approved Site Plan Review No. 11-005 to develop an approximately 3.18-acre property located at 19891 and 19895 Beach Boulevard (Property) with 173 apartment units with a leasing office, fitness center, clubhouse and private and public recreation and open space areas (Project) pursuant to the Beach and Edinger Corridors Specific Plan (BECSP); and

The City Council adopted the Beach and Edinger Specific Plan in March, 2010; and

The City and Developer each mutually desire to enter into a Development Agreement with one another to permit and ensure that the Property is developed in accordance with the approved Site Plan Review No. 11-005 and Section 2.2.3 of the Beach and Edinger Corridors Specific Plan to achieve the mutually beneficial development of the Property.

NOW, THEREFORE, the City Council of the City of Huntington Beach does hereby ordain as follows:

SECTION 1. That the City Council hereby finds that Development Agreement No. 12-002 conforms to Government Code Section 65864 et. seq. and that:

- a. Development Agreement No. 12-002 is consistent with the Huntington Beach General Plan and the applicable provisions of the BECSP; and
- b. Development Agreement No. 12-002 is consistent with Chapter 246 of the Huntington Beach Zoning and Subdivision Ordinance (HBZSO) and the Huntington Beach Municipal Code; and
- c. Development Agreement No. 12-002 will not be detrimental to the health, safety and general welfare, and will not adversely affect the orderly development of the property because it is consistent with applicable land use regulations of the BECSP, mitigation measures adopted for the Project in accordance with EIR No. 08-008, and conditions approved for Site Plan Review No. 11-005; and
- d. The City Council has considered the fiscal effect of Development Agreement No. 12-002 on the City and the effect on the housing needs of the region in which the City is situated and has balanced these needs against the public service needs of its residents and available fiscal and environmental resources.

SECTION 2. Based on the above findings, the City Council of the City of Huntington Beach hereby approves Development Agreement No. 12-002 and adopts it by this ordinance pursuant to Government Code Section 65867.5. This action is subject to a referendum.

ATTACHMENT NO. 2.1

SECTION 3. This ordinance shall take effect 30 days after its adoption.

PASSED AND ADOPTED by the City Council of the City of Huntington Beach at a regular meeting thereof held on the \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO FORM:

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

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

REVIEWED AND APPROVED:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Director of Planning and Building

Exhibit A: Development Agreement No. 12-002

ATTACHMENT NO. 2.7

# DRAFT

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

City of Huntington Beach  
2000 Main Street  
Huntington Beach, CA 92648  
Attn: Director of Planning and Building

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SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made in Orange County, California, as of \_\_\_\_\_, 2012, by and between the CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California (the "**City**"), and DCO BEACH WALK LLC, a Delaware limited liability company (the "**Developer**").

### RECITALS

A. The City is authorized pursuant to Government Code sections 65864 through 65869.5 and Huntington Beach Zoning and Subdivision Ordinance (HBZSO) Chapter 246 to enter into binding development agreements with persons or entities owning legal interests in real property located within the City.

B. Developer is the owner of that certain real property located at 19891 and 19895 Beach Boulevard, in the City of Huntington Beach, County of Orange, State of California, more particularly described in the legal description attached hereto as Exhibit A and incorporated herein by this reference (the "**Property**").

C. The City and Developer each desire to enter into this Agreement affecting the Property in conformance with Government Code section 65864 et seq. and HBZSO Chapter 246 in order to achieve the mutually beneficial development of the Property in accordance with this Agreement.

D. The Developer seeks to develop an apartment project on the Property consisting of 173 rental units, as more particularly set forth in the Site Plan Review No. 11-005 (Beach Walk Apartments) approved by the City on March 27, 2012 (the "**Project**").

E. The Project is to be undertaken pursuant to the Beach and Edinger Corridors Specific Plan adopted by the City Council of the City (the "**City Council**") on March 1, 2010 (the "**Specific Plan**"). The City certified an environmental impact report for the Specific Plan (the "**EIR**"). The City has determined that the Project will not have any new or more severe potential adverse environmental impacts that were not considered in the EIR, and that under the California Environmental Quality Act and Sections 15162 and 15182 of the CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3), no further environmental review of the Project is required.

F. The City and the Developer each mutually desire to obtain the binding agreement of one another to permit and ensure that the Property is developed strictly in accordance with the provisions of this Agreement.

G. This Agreement will benefit the Developer and the City by eliminating uncertainty in planning and providing for the orderly development of the Project. Specifically, this Agreement (1) eliminates uncertainty about the validity of exactions to be imposed by the City, (2) provides for the construction of needed affordable housing, and (3) generally serves the public interest within the City and the surrounding region.

H. The Planning Commission and City Council have each given notice of their intention to consider this Agreement, and have each conducted public hearings thereon pursuant to the relevant provisions of the Government Code. The City Council has found that the provisions of this Agreement are consistent with the City's 1996 General Plan for development within the City, as amended (the "**General Plan**"), City zoning ordinances, as amended, and the Beach and Edinger Corridors Specific Plan. The Planning Commission and City Council have also specifically considered the impacts and benefits of the Project upon the welfare of the residents of the City and the surrounding region. The City Council has determined that this Agreement is beneficial to the residents of the City and is consistent with the present public health, safety and welfare needs of the residents of the City and the surrounding region.

I. On \_\_\_\_\_, 2012, the Planning Commission held a duly noticed public hearing on this Agreement and recommended to the City Council that it approve this Agreement.

J. On \_\_\_\_\_, 2012, the City Council held a duly noticed public hearing on this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals which are hereby incorporated into the operative provisions of this Agreement by this reference and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and the Developer agree as follows:

1. **Definitions.**

1.1 "Affordable Dwelling Units" shall mean each of the seventeen (17) Dwelling Units available for occupancy by Moderate Income Households at the Affordable Rent.

1.2 "Affordable Housing Agreement" shall mean that certain Affordable Housing Agreement Restrictions-Rental (Declaration of Conditions, Covenants and Restrictions for Property) in the form attached hereto as Exhibit C to be entered into by City and Developer, which Affordable Housing Agreement was approved as to form as part of this Agreement. The Affordable Housing Agreement shall also include any and all amendments or modifications thereto agreed to in writing by City and Developer.

1.3 "Affordable Rent" shall have the meaning set forth in the Affordable Housing Agreement.

1.4 “**Applicable Rules**” shall mean the following as they exist on the Effective Date: City’s General Plan, the Specific Plan, Site Plan Review No. 11-005 (Beach Walk Apartments), and all other City zoning ordinances and other entitlements, development conditions and standards, public works standards, subdivision regulations, grading requirements, and provisions related to land development and building construction and governing the development of the Property in effect as of the Effective Date, including, without limitation, maximum height and size of buildings, provisions for dedication of land, density and intensity of use, growth management, environmental considerations, and design criteria applicable to the Project. Applicable Rules shall not include building standards adopted by the City for general application in the City.

1.5 “**Area Median Income**” shall mean the area median income for the County of Orange (“County”) as published annually by the California Department of Housing and Community Development and determined in accordance with the U.S. Department of Housing and Urban Development criteria then in effect and published from time to time. For purposes of this Agreement, the qualifying limits shall be those limits for the County, as set forth in Title 25, California Code of Regulations, section 6932, as that section may be amended, modified or recodified from time to time. If the California Code of Regulations is amended or modified during the term of this Agreement so that such regulations do not specify the area median income for the County, the City and Developer shall negotiate in good faith to determine an equivalent authoritative source which determines median income for the County.

1.6 “**City Council**” shall mean the City Council of the City.

1.7 “**City Manager**” shall mean the City Manager of the City.

1.8 “**County**” shall mean Orange County.

1.9 “**Developer**” shall mean DCO Beach Walk LLC, a Delaware limited liability company, and any of its successors and assigns to the fee interest in the Property.

1.10 “**Development Fees**” means and includes all fees charged by the City in connection with the application, processing and approval or issuance of permits for the development of property, including, without limitation: application fees; permit processing fees; inspection fees; utility capacity fees; service or connection fees; library/cultural enrichment fees; traffic impact fees; development impact or major facilities fees; park fees; flood control fees; environmental impact mitigation fees; the fees charged by City in connection with a development project for the purpose of defraying all or a portion of the cost of migrating the impacts of the Project and development of the public facilities related to development of the Project; and any similar governmental fees, charges and exactions required for the development of the Project.

1.11 “**Discretionary Actions**” and “**Discretionary Approvals**” means those actions and approvals which require the exercise of judgment, or imposition of a condition or obligation, by any officer, employee, review board, commission or department of the City. Discretionary Actions and Discretionary Approvals are distinguished from activities or approvals which merely require any officer, employee, review board, commission or department of the City

to determine whether or not there has been compliance with applicable statutes, ordinances, regulations or conditions of approval.

1.12 “**Dwelling Unit**” shall mean a place in the Project that is legally available to be rented by a person or family.

1.13 “**Effective Date**” means the date on which the ordinance approving this Agreement has been adopted by the City.

1.14 “**Moderate Income Household**” means persons and families whose gross incomes do not exceed the amount published annually by the California Department of Housing and Community Development in accordance with California Health and Safety Code Section 50093.

1.15 “**Market Rate Rental Dwelling Unit**” shall mean those Dwelling Units in the Project that are not Affordable Dwelling Units nor governed by the Affordable Housing Agreement.

1.16 “**Periodic Review**” shall have the meaning assigned to such term in Paragraph 7.1.

1.17 “**Planning Commission**” means the Planning Commission of the City.

1.18 “**Project**” shall mean the development of the Property pursuant to this Agreement and the Applicable Rules, including Site Plan Review No. 11-005 (Beach Walk Apartments).

1.19 “**Specific Plan**” shall mean the Beach and Edinger Corridors Specific Plan adopted by the City Council on March 1, 2010, as may be amended from time to time.

All other capitalized terms not otherwise defined herein shall have the meanings commonly recognized in the affordable housing industry.

2. **Term of Agreement.** This Agreement shall become operative and commence upon the Effective Date and remain in effect for a term of five (5) years (the “Term”). Upon the expiration or termination of the term, this Agreement shall be deemed terminated and have no further force and effect. The expiration or termination of this Agreement shall not result in a termination of the Affordable Housing Agreement provided Developer elected to develop the Project and the Affordable Housing Agreement was executed by the parties pursuant to Paragraph 4 of this Agreement.

3. **Development of the Property.**

3.1 **General.** The Developer agrees that the Property shall only be developed in accordance with the Site Plan Review No. 11-005 and any conditions and mitigation measures imposed on the Project through final approval of the Project, and the provisions of this Agreement. Notwithstanding anything set forth in this Agreement to the contrary, unless Developer proceeds with development of the Property, Developer is not obligated by the terms

of this Agreement to affirmatively act to develop all or any portion of the Project, pay any sums of money, dedicate any land, indemnify any party, or to otherwise meet or perform any obligation with respect to the Project, except and only as a condition of development of any portion of the Project.

### 3.2 Vested Right to Develop the Project.

3.2.1 Applicable Rules and Development Standards. Subject to Paragraph 3.3, below and the limitations therein, the City hereby grants to the Developer the vested right to develop the Project on the Property in accordance with the Applicable Rules and this Agreement. Subject to Paragraph 3.3, below, any change in the Applicable Rules adopted or becoming effective after the Effective Date shall not be applicable to or binding upon the Project or the Property without Developer's consent which it may grant or withhold in its sole discretion. Subject to Paragraph 3.3, below, this Agreement will bind the City to the terms and obligations specified in this Agreement and will limit, to the degree specified in this Agreement and under state law, the future exercise of the City's ability to regulate development of the Project.

3.2.2 Development Fees. During the Term of this Agreement, City shall not levy or require with respect to development of the Property any Development Fees except those in effect under City's ordinances or resolutions on the Effective Date of this Agreement and Developer shall not be subject to any increases in the existing Development Fees with respect to the Property except those increases set by automatic escalator in existence at the Effective Date of this Agreement. To this end, Developer shall only be obligated to pay the Development Fees set forth on Exhibit B attached to this Agreement pursuant to ordinances and resolutions establishing said fees and the payment schedule set forth on Exhibit B.

Notwithstanding the Development Fee obligation above, the Developer agrees to pay the Traffic Impact Fees (i.e., the Circulation System Fee) set forth in Chapter 17.65 of the Huntington Beach Municipal Code and implementing resolutions as amended by the City, which Traffic Impact Fees for the Project are set forth on Exhibit B. Payment of the Traffic Impact Fee constitutes satisfactory mitigation for traffic impacts created by the proposed project as identified in Environmental Impact Report No. 08-008 Mitigation Measures 4.13-1 through 4.13-18.

3.2.3 Initiative Measures. Subject to Paragraph 3.3, below, the Developer and City intend that no moratorium or other limitation (whether relating to the rate, timing or sequence of the development of all or any part of the Project and whether enacted by initiative or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative or final), building permits, certificates of occupancy or other entitlements shall apply to the Project to the extent such moratorium or other limitation is inconsistent or conflicts with this Agreement.

### 3.3 Reservations of Authority.

3.3.1 Federal or State Laws. Notwithstanding any provision to the contrary contained herein, the City expressly reserves the right to modify any of the Applicable Rules to the extent necessary to comply with applicable federal or state laws, codes or

regulations which preempt local jurisdiction including, by way of example, and without limiting the generality of the foregoing, the California Environmental Quality Act, all building codes, and any safety regulations, but such modifications shall be made only to the extent required thereunder; provided, however, that Developer does not waive its right to challenge or contest the validity of any such federal, state, or local laws, codes or regulations.

3.3.2 **Emergency.** Notwithstanding any provision to the contrary contained herein, the City expressly reserves the right to apply to the Project any development moratorium, limitation on the delivery of City-provided utility services, or other generally applicable emergency rule, regulation, law or ordinance affecting land use: (1) which is based on genuine health and safety concerns (other than general growth management issues); (2) which arises out of a documented emergency situation, as declared by the President of the United States, Governor of California, or the Mayor, City Council or City Manager of the City; and (3) which based upon its terms or its effect as applied, does not apply exclusively, primarily or disproportionately to the Project or the Property.

3.3.3 **Project Completion.** This Agreement and associated findings are based on the expectation that the Project will be constructed as follows: up to 156 Market Rate Rental Dwelling Units and 17 Affordable Dwelling Units will be completed such that a certificate of occupancy/final inspection will be issued during the term of the Agreement. In the event the Project is not completed in the manner and time frame contemplated herein, this Agreement may be terminated by the City as provided herein, and any rights contemplated herein will no longer be in effect.

3.3.4 **Public Health Concerns.** Notwithstanding any provision to the contrary contained herein, the City expressly reserves the right to apply to the Project any generally applicable rule, regulation, law or ordinance which does not affect the land use or development of the Project and which is based on concerns for the public health, safety or general welfare, including, but not limited to, building codes not otherwise preempted by State law.

3.3.5 **New Engineering and Construction Standards.** Notwithstanding any provision to the contrary contained herein, the City expressly reserves the right to modify any of the Applicable Rules if the City adopts new and/or amended regulations governing engineering and construction and grading standards and specifications including, without limitation, any and all uniform codes adopted by the City, including local amendments to these codes pursuant to state law allowing for such amendments; provided that such codes are uniformly applied to all new development projects of similar type as the Project within the City and provided further that any such modifications to grading standards can only be imposed prior to grading and any such modifications to engineering or construction standards can only be applied prior to the initiation of construction. Such codes include, without limitation, the City's Uniform Housing Code, Building Code, Plumbing Code, Mechanical Code, Electrical Code and Fire Code.

3.4 **Cooperation and Indemnification.** City agrees to cooperate with Developer in all reasonable manners in order to keep this Agreement in full force and effect. Notwithstanding the preceding sentence, in the event any legal action is instituted by a third

party or other government entity or official challenging the validity of this Agreement, the City and Developer agree to cooperate in defending such action, with the Developer to indemnify the City pursuant to the terms of Paragraph 14(m) of this Agreement. In the event of any litigation challenging the effectiveness of this Agreement or any portion thereof, this Agreement shall remain in full force and effect while such litigation, including any appellate review, is pending, unless a court of competent jurisdiction orders otherwise.

4. **Affordable Housing.** The Project is subject to the requirement of providing a total of seventeen (17) Affordable Dwelling Units, all of which shall be rental units and must remain Affordable Dwelling Units for at least fifty-five (55) years. In lieu of providing ten percent (10%) of the total units of the Project as Affordable Dwelling Units (17.3 Affordable Dwelling Units) prior to final inspection on the seventeenth (17<sup>th</sup>) Affordable Dwelling Unit, Developer shall pay a fee to the City for such remaining fractional unit in an amount equal to Six Thousand Four Hundred Ninety Two Dollars (\$6,492.00). The City and Developer agree as a condition precedent to the issuance of a building permit for the Project that the Affordable Housing Agreement (attached hereto as Exhibit C) will be executed to memorialize the terms and conditions of the affordable housing components of the Project. The Project will include seventeen (17) Affordable Dwelling Units made available to and occupied by Moderate Income Households at an Affordable Rent. Upon its execution by the parties, the Developer shall record the Affordable Housing Agreement, which is in favor of the City and assures that the affordability covenants run with the land and remain in effect for the affordability period. Provided Developer proceeds with the development of the Project as evidenced by the issuance of a building permit for the Project, the Developer agrees to comply with all terms and provisions of the Affordable Housing Agreement and its attachments and acknowledges that any default thereunder shall also constitute a default under this Agreement. If Developer elects to not proceed with the development of the Project prior to issuance of a building permit for the Project, then at Developer's election, the City and Developer shall terminate this Agreement and remove and record a notice of termination of the requirements herein.

Prior to approval of a Final Inspection for any phase of units for the Project, Developer shall have completed construction and shall have received all required Final Inspections for rental Affordable Dwelling Units equal to, on an aggregate basis, at least ten percent (10%) of the total units then being made available to the public for rental. For example, if Developer received all required Final Inspections on 45 units in the Project in the first phase, 6 of which were Affordable Dwelling Units, and then is requesting Final Inspection on 47 more units for the second phase, Developer shall have completed construction and shall have received all required Final Inspections for at least 4 more Affordable Dwelling Units, for a total of 10 Affordable Dwelling Units out of 92 total units. Concurrent with the Final Inspection for the final phase of units consisting of the 156<sup>th</sup> Market Rate Rental Dwelling Unit, Developer shall have completed construction and shall have received required Final Inspection for all 17 Affordable Dwelling Units.

5. **Extension of Project Approvals.** Unless a longer term would result under otherwise applicable state law, the term of any permits approved as part of the Project approvals shall be automatically extended for the term of this Agreement.

6. **Subsequent Discretionary Action and Approval.** The City agrees not to unreasonably withhold, condition or delay any Discretionary Action or Discretionary Approval or other action or approval by the City which may be required by the Project subsequent to the execution of this Agreement. Upon the filing of a complete application and payment of appropriate processing fees by Developer, the City shall promptly commence and diligently schedule and convene all required public hearings in an expeditious manner consistent with the law and process all Discretionary Actions and Discretionary Approvals in an expeditious manner.

7. **Compliance Review.**

7.1 **Periodic Review.** Pursuant to Government Code section 65865.1, the City Manager or his or her designee shall, not less than once in every twelve (12) months, review the Project and this Agreement to ascertain whether or not the Developer is in full compliance with the terms of the Agreement (the “**Periodic Review**”).

7.2 **Review Procedure.** During a Periodic Review, Developer shall provide information reasonably requested by the City Manager or his or her designee that the Project is being developed in good faith compliance with the terms of this Agreement. If, as a result of a Periodic Review, the City finds and determines on the basis of substantial evidence that the Developer has not complied in good faith with the terms or conditions of this Agreement, the City shall issue a written “**Notice of Non-Compliance**” to the Developer specifying the grounds therefore and all facts demonstrating such non-compliance. The Developer’s failure to cure the alleged non-compliance within sixty (60) calendar days after receipt of the notice, or, if such noncompliance is not capable of being cured within sixty (60) calendar days, the Developer’s failure to initiate all actions required to cure such non-compliance within sixty (60) calendar days after receipt of the notice and completion of the cure of such non-compliance within one hundred twenty (120) calendar days, shall constitute a default under this Agreement on the part of the Developer and shall constitute grounds for the termination of this Agreement by the City as provided for below. If requested by Developer, City agrees to provide to Developer a certificate that Developer is in compliance with the terms of this Agreement, provided Developer reimburses City for all reasonable and direct costs and fees incurred by City with respect thereto.

7.3 **Termination or Modification for Non-Compliance.** Pursuant to Government Code section 65865.1, if the City Council finds and determines, on the basis of substantial evidence, that the Developer has not complied in good faith with the terms or conditions of this Agreement, the City Council may modify or terminate this Agreement. Any action by the City with respect to the termination or modification of this Agreement shall comply with the notice and public hearing requirements of Government Code section 65867 in addition to any other notice required by law. Additionally, the City shall give the Developer written notice of its intention to terminate or modify this Agreement and shall grant the Developer a reasonable opportunity to be heard on the matter and to oppose such termination or modification by the City.

8. **Modification, Amendment, Cancellation or Termination.**

8.1 **Amendment and Cancellation.** Pursuant to Government Code section 65868, this Agreement may be amended or canceled, in whole or in part, by mutual written consent of the City and the Developer or their successors in interest. Public notice of the parties' intention to amend or cancel any portion of this Agreement shall be given in the manner provided by Government code section 65867. Any amendment to the Agreement shall be subject to the provisions of Government Code section 65867.5.

8.2 **Modification.** The City Planning and Building Director, with the written consent of the Developer, may make minor modifications to the Agreement without the need for formal action by the City's Planning Commission or City Council as long as such modifications do not alter the Term of this Agreement, the permitted uses, density or intensity of uses, the maximum height or size of buildings, provisions for reservations or dedication of land, conditions, terms, restrictions and requirements relating to subsequent Discretionary Actions and Approvals, and monetary contributions by Developer.

9. **Defaults, Notice and Cure Periods, Events of Default and Remedies.**

9.1 **Default By the Developer.**

9.1.1 **Default.** If the Developer does not perform its obligations under this Agreement in a timely manner, the City may exercise all rights and remedies provided in this Agreement, provided the City complies with the notice and cure provisions in this Agreement.

9.1.2 **Notice of Default.** If the Developer does not perform its obligations under this Agreement in a timely manner, the City through the City Manager may submit to the Developer a written notice of default in the manner prescribed in Paragraph 14(a) identifying with specificity those obligations of the Developer under this Agreement which have not been timely performed. Upon receipt of any such written notice of default, the Developer shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of any such written notice of default and shall complete the cure of any such default(s) no later than sixty (60) calendar days after receipt of any such written notice of default, or if such default(s) is not capable of being cured within sixty (60) calendar days, no later than one hundred twenty (120) calendar days after receipt of any such written notice of default, provided the Developer commences the cure of any such default(s) within such sixty (60) calendar day period and thereafter diligently pursues such cure at all times until any such default(s) is cured.

9.1.3 **Failure to Cure Default Procedure.** If after the cure period provided in Paragraph 9.1.2 has elapsed, the City Manager finds and determines the Developer, or its successors, transferees and/or assignees, as the case may be, remains in default and that the City intends to terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, the City Planning and Building Director shall make a report to the Planning Commission and then set a public hearing before the Planning Commission in accordance with the notice and hearing requirements of Government Code sections 65867 and 65868. If after public hearing, the Planning Commission finds and determines, on the basis of substantial evidence, that the Developer, or its successors, transferees and/or assigns, as the case

may be, has not cured a default under this Agreement pursuant to this Paragraph 9, and that the City shall terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, the Developer, and its successors, transferees and/or assigns, shall be entitled to appeal that finding and determination to the City Council. Such right of appeal shall include, but not be limited to, an objection to the manner in which the City intends to modify this Agreement if the City intends as a result of a default of the Developer, or one of its successors or assigns, to modify this Agreement. In the event of a finding and determination that all defaults are cured, there shall be no appeal by any person or entity. Nothing in this Paragraph 9 or this Agreement shall be construed as modifying or abrogating the City Council's review of Planning Commission actions or limiting the City's rights and remedies available at law or in equity, which shall include (without limitation) compelling the specific performance of the Developer's obligations under this Agreement.

9.1.4 **Termination or Modification of Agreements.** The City may terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, after such final determination of the City Council, where no appeal is taken, after the expiration of the applicable appeal periods described herein. There shall be no modifications of this Agreement unless the City Council acts pursuant to Government Code sections 65867.5 and 65868, irrespective of whether an appeal is taken as provided herein.

9.1.5 **Lender Protection Provisions.**

9.1.5.1 **Notice of Default.** In addition to the notice provisions set forth in Paragraph 9.1.2, the City shall send a copy of any notice of default sent to the Developer or any of its successors or assigns to any lender that has made a loan then secured by a deed of trust against the Property, or a portion thereof, provided such lender shall have (a) delivered to the City written notice in the manner provided in Paragraph 14(a) of such lender's election to receive a copy of any such written notice of default and (b) provided to the City a recorded copy of any such deed of trust. Any such lender that makes a loan secured by a deed of trust against the Property, or a portion thereof, and delivers a written notice to the City and provides the City with a recorded copy of any such deed of trust in accordance with the provisions of this Paragraph 9.1.5.1 is herein referred to as a "Qualified Lender."

9.1.5.2 **Right of a Qualified Lender to Cure a Default.** The City shall send a written notice of any Developer default to each Qualified Lender. From and after receipt of any such written notice of default, each Qualified Lender shall have the right to cure any such default within the same cure periods as provided to the Developer hereunder. If the nature of any such default is such that a Qualified Lender cannot reasonably cure any such default without being the fee owner of the Property, or the applicable portion thereof, (as reasonably determined by the City), then so long as the Qualified Lender(s) is (are) diligently proceeding (as reasonably determined by the City) to foreclose the lien of its deed of trust against the fee owner of the Property, or the applicable portion thereof, and after completing any such foreclosure promptly commences the cure of any such default and thereafter diligently pursues the cure of such default to completion, then such Qualified Lender shall have any additional sixty (60) calendar days following such foreclosure to cure any such default.

9.1.5.3 **Exercise of City's Remedies.** Notwithstanding any other provision of this Agreement, the City shall not exercise any right or remedy to cancel or amend this Agreement during any cure period.

9.2 **Default by the City.**

9.2.1 **Default.** In the event the City does not accept, process or render a decision in a timely manner on necessary development permits, entitlements, or other land use or building approvals for use as provided in this Agreement upon compliance with the requirements therefore, or as otherwise agreed to by the City and Developer, or the City otherwise defaults under the provisions of this Agreement, subject to Paragraph 9.3, the Developer shall have all rights and remedies provided herein or by applicable law, which shall include compelling the specific performance of the City's obligations under this Agreement provided the Developer has first complied with the procedures in Paragraph 9.2.2.

9.2.2 **Notice of Default.** Prior to the exercise of any other right or remedy arising out of a default by the City under this Agreement, the Developer shall first submit to the City a written notice of default stating with specificity those obligations which have not been performed under this Agreement. Upon receipt of the notice of default, the City shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of such default(s) no later than thirty (30) calendar days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy such default(s), provided the City shall continuously and diligently pursue each remedy at all times until such default(s) is cured, provided, however, in no event shall the cure period exceed one hundred twenty (120) calendar days. In the case of a dispute as to whether the City is in default under this Agreement or whether the City has cured the default, or to seek the enforcement of this Agreement, the City and the Developer may submit the matter to negotiation/mediation pursuant to Paragraph 14(o) of this Agreement.

9.3 **Monetary Damages.** The Developer and City acknowledge that neither the City nor the Developer would have entered into this Agreement if either were liable for monetary damages under or with respect to this Agreement or the application thereof. Both the City and the Developer agree and recognize that, as a practical matter, it may not be possible to determine an amount of monetary damages which would adequately compensate the Developer for its investment of time and financial resources in planning to arrive at the kind, location, intensity of use, and improvements for the Project, nor to calculate the consideration the City would require to enter into this Agreement to justify such exposure. Therefore, the City and the Developer agree that neither shall be liable for monetary damages under or with respect to this Agreement or the application thereof and the City and the Developer covenant not to sue for or claim any monetary damages for the breach of any provision of this Agreement. This foregoing waiver shall not be deemed to apply to any fees or other monetary amounts specifically required to be paid by the Developer to the City pursuant to this Agreement, including, but not limited to, any amounts due pursuant to Paragraph 14(m). The foregoing is not intended to prohibit Developer from bringing any legal claim that Developer otherwise would have against City in the absence of this Agreement (i.e., non-contract claims and causes of action).

10. **Administration of Agreement and Resolution of Disputes.** The Developer shall at all times have the right to appeal to the City Council any decision or determination made by any employee, agent or other representative of the City concerning the Project or the interpretation and administration of this Agreement. All City Council decisions or determinations regarding the Project or the administration of this Agreement shall also be subject to judicial review pursuant to Code of Civil Procedure section 1094.5, provided that, pursuant to Code of Civil Procedure section 1094.6, any such action must be filed in a court of competent jurisdiction not later than ninety (90) calendar days after the date on which the City Council's decision becomes final. In addition, in the event the Developer and the City cannot agree whether a default on the part of the Developer, or any of its successors or assigns, under this Agreement exists or whether or not any such default has been cured, then the City or the Developer may submit the matter to negotiation/mediation pursuant to Paragraph 14(o).

11. **Recordation of this Agreement.** Pursuant to Government Code section 65868.5, the City Clerk shall record a copy of this Agreement in the Official Records of the County within ten (10) calendar days after the mutual execution of this Agreement.

12. **Constructive Notice and Acceptance.** Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is, and shall be, conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property.

13. **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of the City, the Developer, and their respective successors and assigns. No other person or entity shall have any right of action based upon any provision of this Agreement.

14. **Miscellaneous.**

(a) **Notices.** All notices which are allowed or required to be given hereunder shall be in writing and (1) shall be deemed given and received when personally delivered or (2) shall be sent by registered or certified mail or overnight mail service, addressed to the applicable designated person by one party to the other in writing, and shall be deemed received on the second business day after such mailing.

If to City:

City of Huntington Beach  
2000 Main Street  
Huntington Beach, CA 92648  
Attn: City Manager  
Tel. No.: (714) 536-5575  
Fax No.: (714) 536-5233

If to Developer: DCO Beach Walk LLC  
c/o UDR, Inc.  
1745 Shea Center Drive, Suite 200  
Highlands Ranch, CO 80129  
Attn: Warren L. Troupe

Copy to: Rutan & Tucker, LLP  
611 Anton Blvd., Suite 14  
Costa Mesa, CA 92626  
Attn: John Ramirez, Esq.  
Tel. No. (714) 641-5100  
Fax. No. (714) 546-9035

(b) Severability. If any part of this Agreement is declared invalid for any reason, such invalidity shall not affect the validity of the remainder of this Agreement unless the invalid provision is a material part of this Agreement. The other parts of this Agreement shall remain in effect as if this Agreement had been executed without the invalid part. In the event any material provision of this Agreement is determined to be invalid, void or voidable, City or Developer may terminate this Agreement.

(c) Entire Agreement. This Agreement represents the entire agreement between the City and the Developer with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the City and the Developer with respect to the matters contained in this Agreement.

(d) Further Assurances. The City and the Developer agree to perform, from time to time, such further acts and to execute and deliver such further instruments reasonably necessary to effect the intents and purposes of this Agreement, provided that the intended obligations of the City and the Developer are not thereby modified.

(e) Inurement and Assignment. This Agreement shall inure to the benefit of and bind the successors and assigns of the City and the Developer, and may be assigned by the Developer to any party or parties purchasing all or any part of the fee interest in the Property. The specific rights and obligations of this Agreement shall be deemed covenants running with the land that concern and affect Developer's fee interest in the Property. The provisions of this Paragraph 14(e) require an assignment agreement whereby, upon the sale, transfer or assignment of all or a portion of the Property to a party that acquires fee title to the Property or any portion thereof, the party that acquires fee title to the Property must assume all responsibilities and obligations of this Agreement for Developer to be released of all executory obligations under this Agreement that relate to the transferred property; provided, however, that Developer shall not be released from liability for any default of Developer committed prior to the date of the transfer.

(f) Negation of Agency. The City and the Developer acknowledge that, in entering into and performing under this Agreement, each is acting as an independent entity and not as an agent of the other in any respect. Nothing contained herein or in any document

executed in connection herewith shall be construed as making the City and the Developer joint venture's, partners or employer/employee.

(g) Attorney's Fees. In the event of any claim, dispute or controversy arising out of or relating to this Agreement, including an action for declaratory relief, the prevailing party in such action or proceeding shall not be entitled to recover its court costs and reasonable out-of-pocket expenses.

(h) Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.

(i) Force Majeure. Neither party hereunder shall be deemed to be in default where delays or defaults are due to one or more of the following events, providing that any one or more of such event(s) actually delays or interferes with the timely performance of the matter to which it would apply and despite the exercise of diligence and good business practices and such event(s) are beyond the reasonable control of the party claiming such interference: war, terrorism, terrorist acts, insurrection, strikes, lock-outs, unavailability in the marketplace of essential labor, tools, materials or supplies, failure of any contractor, subcontractor, or consultant to timely perform (so long as Developer is not otherwise in default of any obligation under this Agreement and Developer is exercising commercially reasonable diligence to enforce its rights under its agreement with such contractor, subcontractor or consultant to cause such contractor, subcontractor or consultant to perform in accordance with such agreement), riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, or unusually severe weather. An extension of time for any such cause (a "**Force Majeure Delay**") shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) calendar days of actual knowledge of the commencement of the cause. Notwithstanding the foregoing, none of the foregoing events shall constitute a Force Majeure Delay unless and until the party claiming such delay and interference delivers to the other party written notice describing the event, its cause, when and how such party obtained knowledge, the date and the event commenced, and the estimated delay resulting therefrom.

(j) Paragraph Headings. The paragraph headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.

(k) Time of Essence. Time is of the essence of this Agreement, and all performances required hereunder shall be completed within the time periods specified. Any failure of performance shall be deemed as a material breach of this Agreement.

(l) Counterparts. This Agreement and any modifications hereto may be executed in any number of counterparts with the same force and effect as if executed in the form of a single document.

(m) Indemnification. The Developer agrees, as a condition of approval of this Agreement, to indemnify, defend and hold harmless at the Developer's expense, the City, the City Council, and the City's agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of this Agreement, the Specific Plan or EIR, or to determine the reasonableness, legality or validity of any provision hereof or obligation contained herein. Developer also agrees to indemnify the City, the City Council, and the City's officials, agents and employees for any claims, acts or proceedings relating to the Project's affordable housing requirements, including, but not limited to, any challenge to the City's Housing Element to the extent arising from Developer's failure to comply with the Project's affordable housing requirements as set forth in this Agreement and the Affordable Housing Agreement.

The indemnity described in this section is not subject to the provisions of Paragraph 3.1 providing that obligations cease if the Project does not go forward.

The City shall promptly notify the Developer of any such claim, action or proceeding of which the City receives notice, and the City will cooperate fully with the Developer in the defense thereof. The Developer shall provide a defense to the City with counsel reasonably selected by Developer and City to defend both the City and Developer, and shall reimburse the City for any court costs which the City may be required to pay as a result of any such claim, action or proceeding. The City may, in its sole discretion, participate in the defense of any such claim, action or proceeding at its own expense, but such participation shall not relieve the Developer of the obligations of this Paragraph 14(m).

(n) Hold Harmless Agreement. City and Developer mutually agree to, and shall hold each other and each of the other's elective and appointed councils, boards, commissions, directors, officers, partners, agents, representatives and employees harmless from any liability for damage or claims for personal injury, including death, and from claims for property damage which may arise from the activities of the other's or contractor's, subcontractors, agents, or employees which relate to the Project whether such activities be by City or Developer, or by any of City's or the Developer's contractors, subcontractors, or by anyone or more persons indirectly employed by, or acting as agent for Developer, any of Developer's or the City's contractors or subcontractors. City and Developer agree to and shall defend the other and each of the other's elective and appointive councils, boards, directors, commissioners, officers, partners, agents, representatives and employees from any suits or actions at law or in equity for damage caused or alleged to have been caused by reason of the aforementioned activities which relate to the Project.

(o) Alternative Dispute Resolution Procedure.

(1) Dispute. If a dispute arises concerning whether the City or the Developer or any of Developer's successors or assigns is in default under this Agreement or whether any such default has been cured or whether or not a dispute is subject to this Paragraph 14(o) (a "**Dispute**"), then such dispute shall be subject to negotiation between the parties to this Agreement, and if then not resolved shall be subject to nonbinding mediation, both as set forth below, before either party may institute legal proceedings.

(2) Negotiation. If a Dispute arises, the parties agree to negotiate in good faith to resolve the Dispute. If the negotiations do not resolve the Dispute to the reasonable satisfaction of the parties within fifteen (15) calendar days from a written request for a negotiation, then each party shall give notice to the other party identifying an official or executive officer who has authority to resolve the Dispute to meet in person with the other party's designated official or executive officer who is similarly authorized. The designated persons identified by each party shall meet in person for one day within the 20-day period following the expiration of the 15-day period and the designated persons shall attempt in good faith to resolve the Dispute. If the designated persons are unable to resolve the Dispute, then the Dispute shall be submitted to non-binding mediation.

(3) Mediation.

(i) Within fifteen (15) calendar days following the designated persons' meeting described in Paragraph 14(o)(2), above, either party may initiate non-binding mediation (the "**Mediation**"), conducted by Judicial Arbitration & Mediation Services, Inc. ("**JAMS**") or other agreed upon mediator. Either party may initiate the Mediation by written notice to the other party.

(ii) The mediator shall be a retired judge or other mediator, selected by mutual agreement of the parties, and if they cannot agree within fifteen (15) calendar days after the Mediation notice, the mediator shall be selected through the procedures regularly followed by JAMS. The Mediation shall be held within fifteen (15) calendar days after the Mediator is selected, or a longer period as the parties and the mediator mutually decide.

(iii) If the Dispute is not fully resolved by mutual agreement of the parties within fifteen (15) calendar days after completion of the Mediation, then either party may institute legal proceedings.

(iv) The parties shall bear equally the cost of the mediator's fees and expenses, but each party shall pay its own attorneys' and expert witness fees and any other associated costs in connection with the mediation.

(4) Preservation of Rights. Nothing in Paragraph 14(o) shall limit a party's right to seek an injunction or restraining order from a court in circumstances where such equitable relief is deemed necessary by a party to preserve such party's rights.

(p) Reference of California Law. Unless expressly stated to the contrary, all references to statutes herein are to the California codes.

(q) Interpretation. The language in all parts of this Agreement shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any party. The parties hereto acknowledge and agree that this Agreement has been prepared jointly by the parties and has been the subject of arm's length and careful negotiation over a considerable period of time, that each party has independently reviewed this Agreement with legal counsel, and that each party has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this

Agreement shall not be interpreted or construed against the party preparing it, and instead other rules of interpretation and construction shall be utilized.

[signatures on next page]

IN WITNESS WHEREOF, the City and the Developer hereto have each executed this Agreement as of the date first written above.

“DEVELOPER”

DCO Beach Walk LLC, a Delaware limited liability company

By: DCO Beach LLC, a Delaware limited liability company, its Managing Member

By: DCO Realty, Inc., a Delaware corporation, its Sole Member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

“CITY”

City of Huntington Beach, a municipal corporation of the State of California

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM

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

ACKNOWLEDGMENT

State of Colorado )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Colorado that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**EXHIBIT "A" TO DEVELOPMENT AGREEMENT**

**LEGAL DESCRIPTION OF PROPERTY**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

**PARCEL A:**

BLOCK 1908 OF THE EAST SIDE VILLA TRACT, IN THE CITY OF HUNTINGTON BEACH, AS SHOWN ON A MAP RECORDED IN BOOK 4, PAGE 65 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**PARCEL B:**

THE NORTH HALF OF BLOCK 1808, EAST SIDE VILLA TRACT, IN THE CITY OF HUNTINGTON BEACH, AS SHOWN ON A MAP RECORDED IN BOOK 4, PAGE 65 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL MINERALS, OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN OR UNDER SAID LAND, BUT WITHOUT THE RIGHT OF ENTRY ON THE SURFACE OF SAID LAND FOR THE PURPOSE OF EXPLOITING FOR, DEVELOPING, PRODUCING, REMOVING AND MARKETING SAID SUBSTANCES, AS RESERVED IN AN INSTRUMENT RECORDED MAY 25, 1953 IN BOOK 2508, PAGE 200 OF OFFICIAL RECORDS.

**PARCEL C:**

AN EASEMENT FOR INGRESS AND EGRESS FOR PEDESTRIAN PURPOSES OVER A PORTION OF THE NORTH HALF OF BLOCK 1807 OF EAST SIDE VILLA TRACT, IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4, PAGE 65 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTH HALF OF BLOCK 1807; THENCE ALONG THE SOUTHERLY LINE OF SAID NORTH HALF OF BLOCK 1807, SOUTH 89°17'25" WEST 6.50 FEET TO A LINE PARALLEL WITH AND DISTANT 6.50 FEET WESTERLY OF THE EASTERLY LINE OF SAID BLOCK 1807; THENCE ALONG SAID PARALLEL LINE NORTH 00°40'00" WEST 8.00 FEET TO A LINE PARALLEL WITH AND DISTANT 8.00 FEET NORTHERLY OF SAID SOUTHERLY LINE OF THE NORTH HALF OF BLOCK 1807; THENCE ALONG LAST SAID PARALLEL LINE NORTH 89°17'25" EAST 6.50 FEET TO SAID EASTERLY LINE OF BLOCK 1807; THENCE

ALONG SAID EASTERLY LINE SOUTH 00°04'00" EAST 8.00 FEET TO SAID  
SOUTHEASTERLY CORNER AND TRUE POINT OF BEGINNING.

APN: APN 025-200-72

**EXHIBIT "B" TO DEVELOPMENT AGREEMENT**

**DEVELOPMENT FEE SCHEDULE**

**BEACH WALK**

The Project shall be subject to all fees in effect as of June 1, 2012, including those fees specified herein and on the Planning and Building and Public Works Fee Schedules attached hereto. In no event shall Developer be charged any development fees that go into effect after the date of this agreement. Exhibit "B" and the fee schedules attached hereto are a list of known fees that are applicable to this project. However, the City reserves the right to charge any fee not on that list but in effect prior to execution of this Agreement but inadvertently left out of the exhibit. .

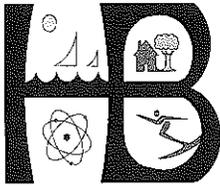
**Assumptions:**

Number of Units for Project: 173

Square Footage of Existing Building Area: 63,760

<b><u>Development Impact Fee</u></b>	<b><u>Fee</u></b>
Law Enforcement Facilities	No Fee
Fire Suppression Facilities	No Fee
Public Library Facilities (including any fees related to library enrichment, development and other library-related fees)	Development -- \$0.44 per gross square foot (including garages) = \$TBD  Enrichment -- \$0.15 per gross square foot (including garages) = \$TBD
School Fees	<i>per School District (contact school district for additional information 714-536-7521 x 250)</i>
Park Land/Open Space & Facilities (including any Parks and Recreation-related fees)	\$0.86 per gross square foot (including garages) = \$TBD
Circulation System Fee (Traffic Impact Fee) <i>Less Credit</i>	\$1,220.35/unit = \$211,120.55 <i>\$2,097.43 per 1,000 gross square feet of building area = \$133,375.32</i>
Beach and Edinger Corridors Specific Plan Fee	\$300/unit = \$51,900
<b><u>Utility Fees</u></b>	
Storm Drainage Fee	\$13,880/gross acre = \$TBD

Orange County Sanitation District (OCSD) Capital Facilities Capacity Charge (CFCC)  <i>Less Credit</i>	Studios at \$1,073/unit; One-Bedrooms Units at \$1,670/unit; Two-Bedroom Units at \$2,337/unit = \$TBD  <i>\$1,734 per 1,000 gross square feet of building area = \$110,559.84</i>
Sewer Connection	\$1,801.00/unit = \$311,573
Water Capital Facilities Charge – Residential  <i>Less Credit – Non-residential</i>	Fee Based Per Water Meter at Rate Designated by Meter Size (see attached Public Works Fee Schedule - \$TBD)  <i>\$300/acre or fraction thereof</i>
All other Public Works fees	See attached Public Works Fee Schedule
<b><u>Planning and Building Fees</u></b>	See attached schedules of Building Permit Fees and Planning and Building Fee Schedule ( <u>all applicable fees shall apply</u> )



# CITY OF HUNTINGTON BEACH

## DEPARTMENT OF PLANNING AND BUILDING

# FEE SCHEDULE

**CITY COUNCIL APPROVED JUNE 15, 2009**  
**EFFECTIVE October 1, 2011**

<b>PLANNING COMMISSION ACTIONS:</b>		<b>FEE*</b>
Annexation Request	10000100.42480	\$10,400 + fully burdened costs
Coastal Development Permit**	42415	\$6,602
Conditional Use Permit:		
New Residential	42420	9,989
Commercial/Industrial/Mixed Use less than ½ Block	42420	8,422
Alcohol, Dancing or Live Entertainment	42420	4,939
Mixed Use, ½ Block or Greater	42420	18,510
Entitlement Continuance	42425	346 <sup>1</sup>
Development Agreement		Full Hourly Cost
Original Contract or Significant Amendment	42430	33,162 Dep.+ costs
Minor Amendment	42430	19,418 Dep.+ costs
Annual Review (Planning Commission Hearing)	42430	4,286
Annual Review (Administrative Review)	42430	3,388
Entitlement Plan Amendment		
New Hearing	42435	3,910
No Change to Conditions - Director Review	42440	2,274
General Plan Amendment – GPA Major	42445	46581
General Plan Amendment - GPA Minor	42445	24,890
General Plan Conformance	42445	5,096
Local Coastal Program Amendment	42450	14,003
Reversion to Acreage	42480	3,775
Special Permit	42480	3,162 each
Tentative Tract Map	42460	23,896+ 30/lot
Variance****	42465	4,234
Zoning Map Amendment*****	42470	24,309
Precise Plan of Street Alignment	42480	16,546
Mobile Home Park Conversion Review	42470	37,148
Zoning Text Amendment-Major	42475	15,163
Zoning Text Amendment-Minor	42475	8,429

\* Includes 4% automation fee

<sup>1</sup> Plus costs for Notice of Publication, if applicable

\*\* Coastal Development Permit reduced 50% when processed concurrently with a Conditional Use Permit, Tentative Map or Variance

\*\*\* 50 percent of fee credited towards future entitlements

\*\*\*\* Variance fee reduced 50% when processed concurrently with a Conditional Use Permit

\*\*\*\*\* ZMA fee reduced 50% when processed concurrently with a General Plan Amendment

<b>ZONING ADMINISTRATOR ACTIONS:</b>		<b>FEE*</b>
Coastal Development Permit**		
Single Family Dwelling	10000100.42605	2,967
All Others	42605	3,533
Conditional Use Permit	42610	4,556
Conditional Use Permit (Fences)	42610	2,281
Entitlement Continuance	42615	260 <sup>1</sup>
Entitlement Plan Amendment		
New Hearing	42620	2,105
No Change to Conditions - Director Review	42620	1,519
Temporary Use Permit	42630	2,139+500 bond if applicable
Tentative Parcel Map	42635	4,638
Tentative Parcel Map Waiver	42635	2,224
Tentative Tract Map	42460	7,714 + 30/lot
Variance****	42640	2,923

<b>ENVIRONMENTAL REVIEW:</b>		<b>FEE*</b>
Environmental Assessment	10000100.42705	\$10,679
Historic Structures	42705	\$ 5,242
Mitigated Negative Declaration	42705	3,215 (+ EA Study Fee)
Mitigation Monitoring:	42705	
Mitigated Negative Declaration		2,724
Environmental Impact Report		8% of EIR
Environmental Impact Report (EIR)- Consultant Prepared	42710	99,922 Dep. + Costs
Environmental Impact Report (EIR)- Staff Prepared	42710	133,706 Dep. + costs
Department of Fish and Game ( <b>Fees change yearly – Fee as of 01/01/11</b> )		
Negative Declaration/Mitigated Negative Declaration		2,044.00
Environmental Impact Report		2,839.25
<b>CHECKS MADE OUT TO: COUNTY OF ORANGE</b> and sent to County of Orange with NOD		

\* Includes 4% automation fee

<sup>1</sup> Plus costs for Notice of Publication, if applicable.

\*\*\* 50 percent of fee credited towards future entitlements

\*\*\*\* Variance fee reduced 50% when processed concurrently with a Conditional Use Permit

<b>STAFF REVIEW AND SERVICES:</b>		<b>FEE*</b>
Address Assignment Processing	10000100.42755	\$1,256/project
Address Change/Single Tenant Assignment	42755	255
Address Assignment – Meter only	42755	135
Administrative Permit	42820	
List 1: Outdoor Dining, Eating and Drinking Establishments, Fence Extensions (<8'), Personal Enrichment Services over 5,000 sq. ft., and Home Occupations	42820	612
List 2: Parking Reduction, Carts & Kiosks, Waiver of Development Standards, Non-conforming structure additions	42820	1,090
List 3: Privacy Gates, Game Centers, Accessory Dwelling Units, Manufactured Home Parks	42820	1,451
List 4: Personal Enrichment Services under 5,000 sq ft		0
Animal Permits	42820	215
Categorical Exclusion letter (coastal)	42820	260
CC&R Review	42760	1,254
Certificate of Compliance	42765	755
Design Review Board	42775	905
Extension of Time	42820	479
Final Parcel Map	42780	1,374
Final Tract Map	42780	1,962
Initial Plan, Zoning & Review (land use changes, zone changes, conceptual plans)	42785	357
Limited Sign Permit	42790	837
Lot Line Adjustment / Lot Merger	42820	551
Planned Sign Program		
Single User and Amendments to Existing Programs	42790	880
Multiple Users	42790	1,484
Preliminary Plan Review: ***		
Single Family Residential	42795	832
Multi-Family Residential (up to 9 units)	42795	1,986
Multi-Family Residential (10+ units)	42795	2,538
Non-Residential	42795	2,761
Sign Code Exception – Staff	42625	996
Sign Code Exception – Design Review Board	42625	1,934
Site Plan Review	42820	5,519
Temporary and Promotional Activity Sign Permit	42800	78
Temporary Sales/Event Permit	42805	281
Wireless Permit Applications	42810	“costs”
Zoning Letter:		
Flood Verification	42810	78
Simple Staff Review		68
Zoning Letter Staff Review		151
Zoning Research/Information	42810	130/hr. (min. 1 hr.)
Planning Consultation/Meeting Fee (per planner)	42810	115/hr. (min. 1 hr.)

\* Includes 4% automation fee

\*\*\* 50 percent of fee credited towards future entitlements

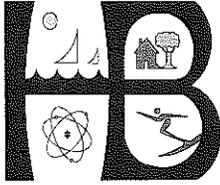
<b>APPEALS:</b>		<b>FEE*</b>
<b>To Planning Commission</b>		
Single family owner appealing decision of own property	10000100.42815	\$1,917
Others	42815	2,501
Appeal of Director's Decision (PC Public Hearing)	42815	494
Appeal of Director's Interpretation (PC Non-Public)	42815	416
<b>To City Council (file w/ City Clerk's Office)</b>		
Single family owner appealing decision of own property	42815	\$1,763
Others	42815	3,383

<b>AFFORDABLE HOUSING IN-LIEU FEE - 2008</b>		<b>FEE*</b>
3 Unit Projects x \$8,140 =	42820	\$24,420
4 Unit Projects x \$9,150 =	42820	\$36,600
5 Unit Projects x \$10,170 =	42820	\$50,850
6 Unit Projects x \$11,180 =	42820	\$67,080
7 Unit Projects x \$12,200 =	42820	\$85,400
8 Unit Projects x \$13,230 =	42820	\$105,840
9 Unit Projects x \$14,240 =	42820	\$128,160

<b>OTHER FEES:</b>		<b>FEE*</b>
Downtown Specific Plan Fee	42820	\$831 per acre
Outdoor Dining:	42820	
License Agreement Application Fee		30
License Agreement Use Charge		0.01/sq.ft.
License Agreement Code Enforcement Fee		4/sq. ft.
Park and Recreation Fee (see attached)		
Traffic Impact Fee		See Dept. of Public Works
General Plan Maintenance Fee	42825	\$1.85/\$1,000 valuation of new construction

\* Includes 4% automation fee

<b>ADDITIONAL FEES MAY BE REQUIRED:</b>
<p><b>ENTITLEMENTS FOR DEVELOPMENT INCLUDE INITIAL REVIEW OF PLANS AND ONE SUBSEQUENT REVISION SUBMITTAL. REVIEW OF PLANS IN EXCESS OF ONE REVISION SHALL BE CHARGED THE FULLY BURDENED HOURLY RATE.</b></p> <p><b>ALSO SEE DEPARTMENTS OF PUBLIC WORKS, FIRE, AND THE BUSINESS LICENSE DIVISION FOR ADDITIONAL FEES</b></p>



# CITY OF HUNTINGTON BEACH

## PLANNING DEPARTMENT

### Park and Recreation Fees

**CITY COUNCIL APPROVED JUNE 17, 2002**  
**EFFECTIVE JULY 17, 2002**

Pursuant to City Council Ordinance No. 3562, and Resolution Nos. 2002-56 and 2002-57 adopted on June 17, 2002, park in-lieu fees for residential developments involving a subdivision map are as follows:

**PROJECTS REQUIRING A SUBDIVISION MAP (20900209.47115)**

Tract Map No./Parcel Map No:

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Park and Recreation Fee Formula Per Chapter 254:

**5 (# units x 2.68) x Per acre value of project site\* = Park In Lieu Fee**  
**1,000**

\* Based on City-approved site-specific appraisal of project site

**CITY COUNCIL APPROVED DECEMBER 16, 2002**  
**EFFECTIVE DECEMBER 16, 2002**

Pursuant to City Council Ordinance No. 3596, and Resolution No. 2002-129 adopted on December 16, 2002, park fees for commercial and industrial developments and residential developments not requiring a subdivision map are as follows:

**PROJECTS NOT REQUIRING A SUBDIVISION MAP (20900209.47280)**

Commercial and Industrial Floor Area = \$0.23/square foot  
 Residential Floor Area (includes garages) = \$0.86/square foot

Date Fees Paid:	Plan Check No.:
Receipt No.:	
Job Location:	
Tentative Tract Map No./Tentative Parcel Map No.:	



**City of Huntington Beach**  
**Department of Planning & Building**  
**BUILDING PERMIT FEES**  
 2000 Main Street, Huntington Beach, CA 92648  
 Office: (714) 536-5241 Fax: (714) 374-1647

Fee Type	How Determined	Rate
Permit Processing Charge	Flat fee @ Permit or Plan Review Submittal	\$30.00
Building Inspection Fees	Based upon Building Valuation Table for construction costs per sq. ft. to determine project valuation (Page 8).	See Table Below
Foundation or Partial Building Inspection	Based upon Building Valuation Table for construction costs per sq. ft. to determine project valuation (Page 8).	See Table Below

<b>PROJECT VALUATION TABLE</b>	
Based on Building Valuation Data Published in the 2001 March-April Building Standards Magazine by the International Conference of Building Officials and local miscellaneous categories that have been surveyed	
Project Valuation	Inspection Fees
\$1 to \$500	\$55.00
\$501 to \$2,000	\$55.00 for the first \$500; plus \$ 3.60 for each additional \$100 or fraction thereof, to and Including \$2,000
\$2,001 to \$25,000	\$110.00 for the first \$2,000; plus \$ 16.18 for each additional \$1,000 or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$483.00 for the first \$25,000; plus \$ 11.68 for each additional \$1,000 or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$775.00 for the first \$50,000; plus \$ 8.80 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$1,180.00 for the first \$100,000; plus \$ 6.46 for each additional \$1,000 or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$3,762.00 for the first \$500,000; plus \$ 5.49 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
\$1,000,000 and up	\$6,505.00 for the first \$1,000,000; plus \$ 4.22 for each additional \$1,000 or fraction thereof



## OTHER BUILDING DEPT CHARGES

(714) 536-5241

Fee Type	How Determined	Rate							
Building Plan Review	Collected at time of building plan review submittal & assessed @ % of building inspection fee (\$110.68min.)	79%							
	<p><i>Exception:</i></p> <ul style="list-style-type: none"> <li>Standard production units after the model unit has been reviewed @ % of building inspection fee (changes to be reviewed on an hourly basis)</li> <li>Projects requiring review in excess of the following:</li> </ul> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Project Valuation</u></th> <th style="text-align: left;"><u># of Reviews</u></th> </tr> </thead> <tbody> <tr> <td>\$100,000 or less</td> <td style="text-align: center;">2</td> </tr> <tr> <td>\$100,000 - \$1,000,000</td> <td style="text-align: center;">3</td> </tr> <tr> <td>\$1,000,001 – more</td> <td style="text-align: center;">4</td> </tr> </tbody> </table>	<u>Project Valuation</u>	<u># of Reviews</u>	\$100,000 or less	2	\$100,000 - \$1,000,000	3	\$1,000,001 – more	4
<u>Project Valuation</u>	<u># of Reviews</u>								
\$100,000 or less	2								
\$100,000 - \$1,000,000	3								
\$1,000,001 – more	4								
Refund Processing Fee	Minimum Fee Retained by City	\$ 133.00 per hour							
Record Retention Fee	Each sheet of permitted drawings	\$60.00							
	Each permit issued	\$5.00							
Counter Staff Research:	More than 10 minutes (estimate to complete) Hours x Rate (Minimum Charge)	\$1.50							
Copies from Microfilm (in addition to Research)	16mm or 35mm – 1 <sup>st</sup> copy	\$73.00							
	Each additional copy on same address or area	\$3.00							
Copies Not on Microfilm (in addition to Research)	Each copy	\$1.50							
Plan Review Extension	Flat Fee	\$0.10							
Building Permit Extension	Flat Fee	\$100.00							
Building Relocation Inspection	2 Hour Minimum	See Special Services							
Investigation Fee-for work performed without a permit or inspection	Equal to the amount of standard inspection fee for permit to which it applies OR the actual time spent investigating, whichever is greater, but not less than \$250.00 minimum	\$250.00 Minimum.							
Re-inspection	Flat fee	\$120.00							
Processing Fee (Change of contractor, owner, or Special Inspector Program)	Flat Fee	\$30.00							
Permit Supplement (Issue Revised Permits, Adjust Permits, Admin. Permits, or those NOT LISTED)	Flat Fee, Plus Microfilm Fee Fee Schedule Line Items <i>(Minimum Inspection Fee does not apply)</i>	\$30.00 + \$1.50 + Line Items							
Expired Permits	<ul style="list-style-type: none"> <li>Reactivate permit for projects that have been expired for <i>LESS than</i> –6months.</li> </ul>	\$32.00+ ½ New Inspect Fee							
	<ul style="list-style-type: none"> <li>Reactivate permit for projects that have been expired for <i>GREATER</i> 6 months</li> </ul>	\$32.00+ New Inspect Fee							
Recording & Release of Non-Compliance due to Permit Expiration & Similar Services	Flat Fee	\$110.00+ \$10.00 to County Recorder							



## BUILDING PERMIT FEES CERTIFICATE OF OCCUPANCY (714) 536-5241

Fee Type	How Determined	Rate
Certificate of Occupancy: To verify proper use and terms of occupancy in new and existing commercial and industrial buildings	• With Building Permit	No Fee
	• Modified Certificate w/out additional inspection or Administrative services	\$30.00
	• Certificate with additional inspection services B & M Occupancies	\$100.00
	All Other Occupancies	\$225.00
	• B & M Occupancies requiring services in excess of 75 minutes – additional	\$100.00/hr.
	• All Other Occupancies requiring services in excess of 250 minutes - additional	\$100.00/hr
	• Temporary Certificate (Actual fully burdened costs) B & M Occupancies	\$100.00min
	All Other Occupancies	\$225.00min

### BUILDING DEPT. "SPECIAL SERVICES"

Fee Type	How Determined	Rate
<i>During Normal Work Hours:</i>		
Counter Services	Hourly (See Conditions, below)	\$75.00
Inspection Services	Hourly (See Conditions, below)	\$85.00
Plan Review Services	Hourly (See Conditions, below)	\$125.00
Supervisory Services	Hourly (See Conditions, below)	\$135.00
<i>Outside Normal Work Hours:</i>		
Counter Services	Hourly (See Conditions, below)	\$110.00
Inspection Services	Hourly (See Conditions, below)	\$125.00
Plan Review Services	Hourly (See Conditions, below)	\$190.00
Supervisory Services	Hourly (See Conditions, below)	\$200.00
a. The payment of such fees shall be in addition to other required fees. b. Where the special service is provided during normal work hours, the fee shall be based on the actual time expended, but not less than one-half (1/2) hour. c. Where the special service is provided as overtime between the hours of 6:00 AM and 8:00 PM on a normal work day, the fee shall be based on the actual time expended but not less than one (1) hour at the outside normal work hour rate. d. Where the special service is provided <u>outside</u> the hours of 6:00 AM to 8:00 PM on a normal work day or during any hours on a typical City day off, as provided in the City's current MOU, the fee shall be based on the actual time expended but not less than four (4) hours at the outside normal work hour rate.		



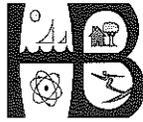
## BUILDING PERMIT FEES COLLECTED FOR OTHER DEPARTMENTS & AGENCIES

AGENCY/Fee Type	How Determined	Rate
<b>HB PLANNING DEPT. (714) 536-5271</b>		
Planning Plan Review	Collected at time of building plan review submittal & assessed @ % of building inspection fee	70%
	<i>Exception:</i> <ul style="list-style-type: none"> <li>• <i>Standard production units after the model unit has been reviewed @ % of building inspection fee (changes to be reviewed on an hourly basis)</i></li> </ul>	24%

<b>STATE OF CALIFORNIA</b>		
State Tax (SMIP) Residential	Up to \$5,000 valuation – Fee amount is fixed	\$0.50
	Over \$5,000 valuation – Fee amount is Valuation x Rate	\$0.0001
Calif. State Tax (SMIP) Commercial/Industrial	Up to \$2,381 Valuation – Fee amount is fixed	\$0.50
	Over \$2,381 Valuation – Fee amount is Valuation x Rate	\$0.00021

<b>HUNTINGTON BEACH LIBRARY</b>		
Library Enrichment- Residential	Applied to all new development & additions which increase existing sq. ft. by over 50% (including garage area) – Rate per sq. ft. <i>Payment is due at time of permit issuance</i>	\$0.15
Library Enrichment- Commercial/Industrial	Applied to all new development and additions – Rate per sq. ft. <i>Payment is due at time of permit issuance.</i>	\$0.15
Library Development - Residential	Applied to all new development & additions which increase existing sq. ft. by over 50% (including garage area) – Rate per sq. ft. <i>Payment is due prior to final inspection but may be paid at time of permit issuance.</i>	\$0.44
Library Development - Commercial/Industrial	Applied to all new development and additions – Rate per sq. ft. <i>Payment is due at time of permit issuance.</i> <i>Exceptions:</i> <ul style="list-style-type: none"> <li>• <i>Warehouse on commercial/industrial Facilities</i></li> <li>• <i>Government or public facilities</i></li> <li>• <i>Churches, temples synagogues, and other buildings or structures used for religious worship</i></li> <li>• <i>Private schools which meet California Education Code Section 48222 requirements</i></li> </ul>	\$0.04

<b>HB SCHOOL DISTRICT (714) 536-7521</b>		
School District - Residential	Applied to new residential development and additions of 500 sq. ft. or more (excluding garage area) – Rate per sq. ft.	\$2.97
School District - Commercial/Industrial	Applied to all new development and additions – Rate per sq. ft. <i>Payment is due at time of permit issuance.</i>	\$0.47



## ELECTRICAL PERMIT FEES

(714) 536-5241

Fee Type	How Determined	Rate
Permit Processing Charge	Flat Fee	\$30.00
Inspection Fee (Min)	Minimum fee charged (Sq. Ft Calculation or Item Calculation) in addition to the Processing Charge	\$28.00
Inspection Fee (Sq. Ft.)	Per Square Foot in lieu of listed items. (New single and multiple-family residential buildings including additions and attached garages) Minimum \$30.45	\$.12
<b>OR</b>		
Inspection Fee (Items)	Each service meter. Per AMP Charge. (Minimum \$30.45)	\$.62
	Each sub-panel	\$30.00
	Each self-contained, factory-wired, approved unit such as cooking appliances, home appliances, heating appliances, HVAC units, vegetable cases, drinking fountains, etc. (2-HP Max) Over 2-HP, see generators, motors and transformers)	\$16.00
	Lighting Fixtures (each):	
	• 1 – 50	\$2.50
	• Each additional fixture	\$1.25
	• Each pole with fixtures	\$16.00
	Generators, Motors and Transformers:	
	• H.P., kW, or KVA Rating of equipment up to and including two (2)	\$16.00
	• Over two (2) and not over ten (10)	\$30.00
	• Over ten (10) and not over fifty (50)	\$65.00
	• Over fifty (50)	\$155.00
	Receptacle and Switch Outlets:	
	• First fifty (50), each	\$2.50
	• Each additional outlet	\$1.25
	Each section of track lighting or multiple outlet assembly	\$8.00
Fuse Up	\$40.00	
Temporary Service:		
• Each temporary construction pole (including lights and outlets for outdoor lot use)	\$65.00	
• Each sub-pole with panel	\$30.00	
Signs at each address:		
• 1 <sup>st</sup> Sign at one address	\$155.00	
• Each additional sign at same address	\$65.00	
Each misc. item regulated by the Huntington Beach Electrical Code where no fee is listed	\$30.00	
Photovoltaic – solar	\$ 0.00	
Photovoltaic – with battery backup and emergency circuit panel	\$0.00	
Electrical Plan Review	Collected at time of plan review submittal and assessed @ % of Inspection Fees (\$53.00 minimum)	75%
	Reviews in excess of 3 submittals	\$106/hr



## MECHANICAL PERMIT FEES

(714) 536-5241

Fee Type	How Determined	Rate	
Permit Processing Charge	Flat Fee	\$30.00	
Inspection Fee (Min)	Minimum fee charged in addition to the Processing Charge	\$28.00	
Inspection Fee (Items)	Installation or relocation of each furnace, including ducts and/or vents attached to such appliance (includes incidental electrical).	\$60.00	
	Each Fire and/or Smoke Damper	\$26.00	
	Relocation or replacement of each appliance vent not included in an appliance item also permitted	\$26.00	
	<ul style="list-style-type: none"> <li>• HVAC Duct Extension/Relocation for 1-10 ducts</li> <li>• Each additional duct</li> </ul>	\$38.00 \$5.00	
	Installation or relocation of each boiler to and including 15 hp or compressor to and including 5 tons, including attached ducts and/or vents	\$65.00	
	Installation or relocation of each boiler over 15 hp or compressor over 5 tons, including attached ducts and/or vents	\$155.00	
	Each evaporative cooler (non-portable type)	\$31.00	
	Exhaust fan connected to a single environmental air duct. (Includes residential cooking hoods).	\$16.00	
	Each Air-Handling unit not part of a factory-assembled appliance	\$31.00	
	Each ventilation system less than or equal to 10,000cfm which is not a portion of any heating or air conditioning system authorized by a permit	\$31.00	
	Each ventilation system more than 10,000cfm which is not a portion of any heating or air conditioning system authorized by a permit	\$65.00	
	Hood served by mechanical exhaust including duct/fan	\$65.00	
	Miscellaneous items including all factory-built stoves, ovens, cook tops, etc.	\$31.00	
	Factory Built Fireplaces	\$31.00	
	Each low pressure Gas-Piping system up to .5 psi	\$25.00	
	Each medium or high pressure Gas Piping system, exceeding .5 psi	\$85.00	
		Each misc. item regulated by the Huntington Beach Mechanical Code where no fee is listed	\$31.00
	Mechanical Plan Review Fee	Collected at time of plan review submittal and assessed @ % of Inspection Fees (\$53.00 Minimum)	81%



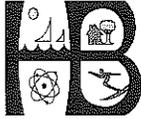
## PLUMBING PERMIT FEES

(714) 536-5241

Fee Type	How Determined	Rate
Permit Processing Charge	Flat Fee	\$31.00
Inspection Fee (Min)	Minimum fee charged in addition to the Processing Charge	\$28.00
Inspection Fee	Each Plumbing Fixture	\$28.00
	Each Building Sewer	\$55.00
	Rainwater Systems – per drain	\$14.00
	Each Water Heater and/or Vent	\$28.00
	Each Low Pressure Gas-Piping System, up to .5 psi	\$25.00
	Each Medium or High Pressure Gas Piping System, exceeding .5 psi	\$85.00
	Each Waste Interceptor or each Kitchen Grease Trap	\$55.00
	Installation or alteration of water piping, including vacuum breakers or backflow devices	\$55.00
	Water Treating Equipment	\$28.00
	Sump Pumps (sewage or rainwater)	\$28.00
	Medical Gas Systems 1 to 5 outlets	\$185.00
	• Each additional outlet	\$18.00
	Each misc. item regulated by the Huntington Beach Plumbing Code where no fee is listed	\$28.00
Plumbing Plan Review	Collected at time of plan review submittal & assessed @ % of inspection fees (\$53.00 Minimum)	76%
	In excess of (3) submittals	\$106/hr

## SWIMMING POOL PERMIT FEES

Fee Type	How Determined	Rate
Permit Processing Charge	Flat Fee	\$30.00
Inspection Fee (Min)	Minimum fee charged in addition to Processing Charge	\$28.00
Pre-Inspection Fee	Collected at time of building plan review submittal	\$85.00
Inspection Fee (Building)	Based upon Project Valuation Table construction costs per sq. ft. to determine project valuation.	1.00x Table
Inspection Fee (Electric)	Electrical Items	\$85.00
	Above Ground Spas, refer to Electrical Permit Items	See Electrical
Inspection Fee (Plumb)	Plumbing Items	\$80.00
	Above Ground Spas, refer to Plumbing Permit Items	See Plumbing
Building Plan Review	Collected at time of building plan review submittal & assessed @ % of building inspection fee (\$110.68 Minimum)	79%
Planning Plan Review:	Collected at time of building plan review submittal & assessed @ % of building inspection fee	20%



## SOLAR ENERGY PERMIT FEES

(714) 536-5241

Fee Type	How Determined	Rate
Permit Processing Charge	Flat Fee	\$0.00
Inspection Fee (Min)	Minimum fee charged in addition to the Processing Charge	\$0.00
Inspection Fee (Items)	Each appliance or piece of equipment regulated by the Huntington Beach Solar Energy Code	\$0.00-See Special Services
Solar Plan Review Fee	Collected at time of plan review submittal and assessed @ % of Inspection Fees	0% See Special Services

**CITY OF HUNTINGTON BEACH**

*Public Works Fee Schedule*

**User Fees Effective 6/16/09; resolution # 2009-31**

**Development Related effective 8/16/09; resolution # 2009-32**

	<b>Fee</b>	<b>Fee Description</b>
<b>DEVELOPMENT RELATED FEES</b>		
Bond reduction (partially completed projects)	\$1,150 + FBR (Fully Burdened Rate)	Developer request to reduce bond amounts due to progress made in improvements.
Cash bond processing	\$240 Public Works Fee plus \$75 Treasury Fee	Inspection and preparation of list & calculate deposit amount for early occupancy. 150% of cost of incomplete improvements + processing fee
Construction Water	\$110	Non-metered water used during construction/per unit
Drainage Fees-Ordinance # 3741 dated 09-06	\$13,880 per acre	Enhancing drainage system capability.
Dock Construction Plan Review/Inspection	\$540	Review, plan check, issue permit & inspect docks
Encroachment Permit	\$115 flat fee + public improvement inspection fee of 8% construction costs	Review plans, coordinate permit approval. Check City & State license & current insurance. Separate fee 8% cost of improvements. Loose materials stored on public right-of-way is obstruction permit.
Encroachment Permit (Utility Company)	\$275	Plan check utility plans and review other plans for compatibility.
Encroachment Permit Expired	\$80	Review construction progress, check with the inspector; extend or reissue encroachment permit.
Encroachment Permit Violation	\$195	Charge for working in R/O/W without permit
Excessive Plan Check > 3 reviews (per sheet)	FBR	Non-compliance with staff direction or special requests that require excessive staff time.
Final Parcel Map Check	\$2,500 Deposit + FBR	Review final parcel map to determine compliance with code requirements.
Final Tract Map Check	\$2,200 Deposit + FBR	Review final tract map to determine compliance with code requirements.
Fire Hydrant Flow Analysis (1st run)	\$750	Run hydrant flow test on hydraulic model
Fire Hydrant Flow Analysis (each additional run)	\$140	

ATTACHMENT NO. 2.39

**CITY OF HUNTINGTON BEACH**

*Public Works Fee Schedule*

**User Fees Effective 6/16/09; resolution # 2009-31**

**Development Related effective 8/16/09; resolution # 2009-32**

<b>Grading Plan Check &amp; Inspection</b>		Review of proposed grading plans and inspection to ensure compliance with appropriate codes, standards, and approved conditions.
(0-300 cubic yards)	\$4,000 Deposit + FBR	
(301-5,000 cubic yards)	\$5,000 Deposit + FBR	
(5,001-10,000 cubic yards)	\$8,000 Deposit + FBR	
(10,001-200,000 cubic yards)	\$10,000 Deposit + FBR	
(Over 200,000 cubic yards)	\$10,000 + \$800 each additional 10,000 cubic yards Deposit + FBR	
For all: (Hardscape Plan Check)	\$1,000 Deposit + FBR	Plan check of hardscape improvements (in addition to fee for grading plan check/inspection).
For all: (Hardscape Inspection)	\$2,000 Deposit + FBR	Inspection of hardscape improvements (in addition to fee for grading plan check/inspection).
<b>Landscape Plan Check</b>		Review landscape and plan to assure compliance with appropriate code requirements.
Single Family Dwelling	\$495	
Tract Map	\$1,000	
Commercial/Industrial/Multi-Family	\$380 per sheet	
<b>Landscape Inspection</b>		Inspection of new landscaping to ensure compliance to plans.
0 < or = 1,000 sq ft of landscape	\$235	
each additional 1,000 sq ft of landscape	\$60	
Residential Street Tree Only	\$60	Inspection per address.
Lot Line Adjustment (PW)	\$550 Deposit + FBR	Adjustment of lot lines on maps (a second fee is collected by Planning if their review is required)
Obstruction Permit	\$155	For building materials right-of-way.
Orange County Sanitation District	Attached	OCS D Connection fee
Public Improvement Inspection	8% of Improvement costs	Inspection of public improvement.
Public Improvement Inspection (after hours)	\$465 (4 hrs) or \$880 (8 hrs). Holiday \$565 (4 hrs) or \$1,125 (8 hrs)	Inspection of public improvement after hours (minimum 4 hours)
Public Improvement Inspection (utilities)	\$110 per hour	Inspection of right-of-way utility work
<b>Public Improvement Plan Check</b>		Reviewing plans for infrastructure improvements that will become the City's responsibility upon completion of the
Single Family Dwelling-1-2 sheets	\$4,000 Deposit + FBR	
All Others < 3 Sheets	\$7,000 Deposit + FBR	
Public Works Reinspection	\$110	Reinspection when necessary (customer not prepared or installation incorrect)
Recordation Fee	\$120 per sheet	Adding As-Builts to record plans and GIS.
<b>Misc / Minor Plan Check</b>		Reviewing plans for minor and/or miscellaneous improvements.
No Field Review	\$300	
With Field Review	\$430	

ATTACHMENT NO. 2.40

**CITY OF HUNTINGTON BEACH**

*Public Works Fee Schedule*

**User Fees Effective 6/16/09; resolution # 2009-31**

**Development Related effective 8/16/09; resolution # 2009-32**

Sewer Connection Fee (City)	Attached	
Street Vacation (full)	\$3,900 Deposit + FBR	Prepare documents for abandoning all or a portion of a public right-of way.
Street Vacation (summary)	\$900 Deposit + FBR	
Street Lighting Plan Check	\$1,950 per sheet	
Survey Fee	\$23 per survey point	Surveying and adding to GIS.
Traffic Impact Fee	\$172 per trip end	Traffic mitigation
Traffic Signal Plan Check	\$3,945 per sheet	Check plans for new installation
Traffic Signs & Striping Plan Check	\$1,935 per sheet	Check plans for new or revised signs/striping
Traffic Control Plan Check	\$1,805 per sheet	Project traffic control plans
Water Capital Facilities Charge	Attached	
<b>Wide/Overweight/Loading</b>		Review the overload permit and check that the truck and load complies with the City's overload requirements. Also check requested route, date, and time. (Fee is set by the State)
Three day permit	\$16/single trip	
Temporary Permit	\$16/single trip	
Annual Permit	\$90	
Field verification (if required)	\$87	

**MISCELLANEOUS USER FEES**

**ALL PW Divisions**

Damage to City Facilities	FBR + materials with 2 hour minimum	Property damage
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**ENGINEERING**

Plans and Specifications	\$ 10 plus cost of reproduction.	Project or department plans and specs
Standard Plans	\$15 per book	City standard plans for construction and water items.
Research Requests	Fully Burdened Rate (FBR)	Review of soils reports, geotechnical reports, traffic impact, shared parking analysis, or water quality management plans. Time to pull and replace plans and records for customer research.
Record Drawing Reproduction: Compact Disc (CD).	\$23/drawing + \$3/each additional drawing.	Cost for research data collection and CD creation.
Record Drawing Reproduction: Paper Copy.	\$25/drawing + \$8/each additional drawing on large format sheet.	Cost for research data collection and printing.
Residential Parking Permit Fee	\$23 for first/+ \$6 for 2-4 (max 4) includes 2 free guest permits	Issuing annual renewal permits for resident requested parking areas
Residential Parking Permit Replacement	\$14	Replacement of lost parking permit.
Residential Temporary Parking Permit	\$1 per sign	Issuance of temporary permit for a special event.
Storage Bin Permit	\$185 for five days \$15.00 each day thereafter	Review plans & coordinate permit approval with traffic & inspection. Large storage bins in right-of-way

ATTACHMENT NO. 2.41

**CITY OF HUNTINGTON BEACH**

*Public Works Fee Schedule*

**User Fees Effective 6/16/09; resolution # 2009-31**

**Development Related effective 8/16/09; resolution # 2009-32**

<b>MAINTENANCE</b>		
Block wall Maintenance	FBR+ materials with 2 hrs	Repairing block walls damaged in accidents
Emergency Street Cleaning	FBR+ materials with 2 hrs	Emergency street cleaning within public right-of-way.
Hazardous Material Clean-Up	FBR+ materials with 2 hrs	Emergency response to spilled loads of hazardous materials.
Illegal Refuse Bin Impound	\$400 flat fee	Impound & storage of bins violating our franchise agreement after 24-hour notice has been given.
Illegal Storage Bin	\$200	
Recycling Bin Permits	\$50 / 6 months	Charge for having recycling bins within City limits. Includes reporting requirements
Spilled Load Clean-Up-Non-Hazardous	Hourly min 2 hrs plus costs	Emergency response to spilled loads of non-hazardous materials (2 hour min).
Tree/Shrub Overhang Abatement	FBR with 2 hr minimum	
Weed Abatement	\$225 + costs	Provide weed abatement to vacant properties.
<b>PARKS TREES &amp; LANDSCAPE</b>		
Banner Hanging Service - PTL	\$265/banner	Hanging banners on Main Street.
Street Tree--Non-Permitted Removal	\$525 + \$50/caliber inch trunk @ 48".	
Street Tree Request (24" Box)	\$190 plus cost of tree	Upgrade to 24" box
<b>TRANSPORTATION</b>		
Pennants (each)	\$31/ pennant	Installation and removal of pennant banners on street lights
Temporary No parking permit (Construction)	\$140.00 per permit plus \$ .75 per sign	Allows / prohibits temporary parking
<b>WATER</b>		
Delinquent Shut-off	\$115	Turn off and turn on of service upon payment.
Delinquent Bill Tag	\$38	Delinquent water accounts the City is required to physically tag
Same Day Turn-On Service (After Hours)	\$230	Turn on of water service on the same day if the request is made after 4pm.
Same Day Turn-On Service (Regular Hours)	\$60	Turn on water the same day of request if during business hours.
Temp Meter Rental	\$115	Set or relocation of meter on hydrants
Construction Water Meter Deposit	\$829	
Water Capital Facilities Charge	See Attached	

**CITY OF HUNTINGTON BEACH**

*Public Works Fee Schedule*

**User Fees Effective 6/16/09; resolution # 2009-31**

**Development Related effective 8/16/09; resolution # 2009-32**

<b>WATER QUALITY</b>		
Stormwater Permit Inspection	\$135	Required inspection for compliance with BMPs and NPDES permit
Industrial High (annual inspection)	\$350	Charged upon completion of inspection. To inspect and maintain records of facilities per NPDES permit. Order No. R8-2009-0030.
Industrial Medium/Low	\$250	
Commercial	\$250	

<b>CITY SEWER CONNECTION FEES</b>		<b>Effective October 1, 2011</b>
Single Family Dwelling Unit		\$2,202
Multiple Family Dwelling Unit		\$1,801
<b>Non-Residential (based on water meter size relationship to Equivalent Dwelling Unit, EDU)</b>		
<b>Meter Size &amp; Type</b>	<b>EDU's</b>	<b>Charge</b>
3/4"	1	\$2,503
1"	2	\$5,006
1 1/2"	3	\$7,509
2"	5	\$12,517
3"	11	\$27,537
4" Compound	17	\$42,556
4" Domestic & Turbine	33	\$82,610
6" Compound	33	\$82,610
6" Domestic & Turbine	67	\$167,721
8" Domestic	117	\$292,885
10" Domestic	183	\$455,483

<b>WATER CAPITAL FACILITIES CHARGE</b>		<b>Effective October 1, 2011</b>
<i>Residential Development</i>		
<b>Meter size &amp; type</b>	<b>EDUs</b>	<b>Charge</b>
3/4"	1	\$2,700
1"	2	\$5,398
1 1/2"	3	\$8,099
2"	5	\$13,497
3"	11	\$29,693
4" Compound	17	\$45,888
4" Domestic & Fire Service	33	\$89,077
6" Compound	33	\$89,077
6" FM	67	\$180,853
8" FM	117	\$315,818
10" FM	183	\$493,972
<i>Non-residential Development</i>		
Parcels less than 10,000 sq ft		\$60 per usable unit
Parcels 10,000 sq ft or greater		\$300 per acre or fraction thereof or \$60 per usable unit whichever is greater

**CITY OF HUNTINGTON BEACH**

*Public Works Fee Schedule*

**User Fees Effective 6/16/09; resolution # 2009-31**

**Development Related effective 8/16/09; resolution # 2009-32**

Orange County Sanitation District (OCSD)

Capital Facilities Capacity Charge (CFCC)

FY 2011 - 2012

Use Category	Rate Basis	Base Charge
<b>Commercial – Industrial</b>	Per 1,000 square feet <sup>1</sup>	
Low Demand <sup>2</sup>	Per 1,000 square feet	\$279.00 <sup>1</sup> (min \$3,341)
Average Demand <sup>4</sup>	Per 1,000 square feet	\$1,734.00 <sup>1</sup> (min \$3,341)
High Demand <sup>3</sup>	Per 1,000 square feet	\$4,118.00 <sup>1</sup> (min \$3,341)
<b>Single Family Residential (SFR)<sup>5</sup></b>	<b>Per Each</b>	
5+ bedrooms		\$4,643
4 Bedrooms		\$3,976
3 Bedrooms		\$3,341
2 Bedrooms		\$2,705
1 Bedrooms		\$2,069
<b>Multi – Family residential (MFR)<sup>6</sup></b>	<b>Per Unit</b>	
4 + Bedrooms	Per Unit	\$3,610
3 Bedrooms	Per Unit	\$2,973
2 Bedrooms	Per Unit	\$2,337
1 Bedrooms	Per Unit	\$1,670
Studio	Per Unit	\$1,073
<b>Bedroom Additions</b>		
2 <sup>nd</sup> through 3 <sup>rd</sup> room additions	Per each	\$636
4 <sup>th</sup> bedroom addition	Per each	\$635
5 <sup>th</sup> bedroom addition	Per each	\$667
6 <sup>th</sup> bedroom addition	No additional charge	No additional charge

<sup>1</sup> Provided that the minimum Capital Facilities Capacity Charge for such new construction shall be \$3,341.00

<sup>2</sup> Low Demand connections are the following categories of Users: Nurseries; Warehouses; Churches; Truck Terminals; RV Parks; RV Storage Yards, Lumber/Construction Yards, Public Storage Buildings; and other facilities with restrooms, offices, lobbies and/or areas whose flow is similar in volume to these listed categories. Parking structures not connected to the sewer will not be charged.

<sup>3</sup> High Demand connections are the following categories of Users: Restaurants (including patios used for additional seating capacity), Supermarkets; Car Washes; Coin Laundries; Amusement Parks; Shopping Centers with one or more Restaurants, or Food Court; Food Processing Facilities, Textile Manufacturers; and other dischargers whose flow is similar in volume to these listed categories.

<sup>4</sup> All other connections are Average demand users including: Hotels, Strip Malls without restaurants, Music Halls without food facilities, Office Buildings, senior Housing with individual living units without kitchens but with common kitchen and wash pads.

<sup>5</sup> Bedroom additions are considered a change of use and a CFCC must be paid. Bedrooms include: enclosed loft additions, bonus rooms that may be used as offices, workout rooms, media rooms, or libraries, or any other additions which could be potentially used as a bedroom. The classification of these additions will be reviewed and determined by County and City staff. Any detached building such as an addition over an existing garage or a new building with the same designation as mentioned above will be considered a separate living residence (SFR).

<sup>6</sup> MFR units consist of multiple units that receive one secured property tax bill such as apartments. Senior housing with individual living units that include a kitchen are considered MFR units.

<sup>7</sup> Studio - one single room with no separating doors or opening leading to another part of the room (except for a bathroom).

OCSD Fees	100.22110
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OCSD Rates effective 7/1/11  
Rev.3/15/12 JDM

**EXHIBIT "C" TO DEVELOPMENT AGREEMENT**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Huntington Beach  
2000 Main Street  
Huntington Beach, CA 92648  
Attn: City Clerk

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(Space above for Recorder's use)  
This document is exempt from recording fees  
pursuant to Government Code Section 27383.

**AFFORDABLE HOUSING AGREEMENT RESTRICTIONS-RENTAL  
(DECLARATION OF CONDITIONS, COVENANTS  
AND RESTRICTIONS FOR PROPERTY)**

This Affordable Housing Agreement Restrictions-Rental (Declaration of Conditions, Covenants and Restrictions for Property) (the "Declaration") is made as of \_\_\_\_\_, 201\_\_\_\_, by and between DCO BEACH WALK LLC, a Delaware limited liability company (the "Developer" or the "Covenantor"), and the CITY OF HUNTINGTON BEACH, a California municipal corporation (the "City").

**RECITALS**

A. Developer is the owner of record of that certain real property located at 19891 and 19895 Beach Boulevard (the "Property"), in the City of Huntington Beach, County of Orange, State of California legally described in the attached "Exhibit A."

B. The Developer seeks to develop an apartment project on the Property consisting of 173 dwelling units as more particularly set forth in the Site Plan Review No. 11-005 (Beach Walk Apartments) (the "Project"), all in accordance with the Beach and Edinger Corridors Specific Plan, as may be amended from time to time (the "Specific Plan") adopted by the City Council of the City (the "City Council") on March 1, 2010.

C. The City imposed conditions of approval on the Project, in part that Developer provide affordable housing. As part of the plan to provide affordable housing, the City and Developer entered into that Development Agreement concurrently herewith, which Development Agreement requires as a condition that an Affordable Housing Agreement be executed requiring Developer to provide affordable rental units for a certain period of time. Specifically, the Development Agreement requires Developer provide seventeen (17) units within the Project available for rent to Moderate Income Households for a period of fifty-five (55) years as further defined herein. The execution and recordation of this Declaration is intended to fully satisfy that condition.

**NOW, THEREFORE**, the parties hereto agree and covenant as follows:

1. **Affordability Covenants.** Covenantor agrees for itself and its successors and assigns, and every successor to Covenantor's interest in the Affordable Units, or any part thereof, that the Project approved by Site Plan Review No. 11-005 (Beach Walk Apartments), which consists of 173 units, 17 of which shall be designated as affordable and shall be held subject to this Declaration for fifty-five (55) years, as follows:

(a) **Qualified Households.** Covenantor agrees to make available, restrict occupancy to, and to lease 17 units for the duration of the Affordability Period as defined herein. These 17 units may sometimes be referred to as an "Affordable Unit" or, collectively, the "Affordable Units." Each Affordable Unit shall be occupied by a Moderate Income Household. A "Moderate Income Household" means a Household whose gross income does not exceed the amount published annually by the California Department of Housing and Community Development in accordance with California Health and Safety Code Section 50093. As used in this Declaration, the term "Household" shall mean one or more persons, whether or not related, living together in an Affordable Unit that rent or lease any portion of the Affordable Unit.

As used in this Declaration, the term "Area Median Income" shall mean the area median income for the County of Orange ("County") as published annually by the California Department of Housing and Community Development and determined in accordance with the U.S. Department of Housing and Urban Development criteria then in effect and published from time to time. For purposes of this Declaration, the qualifying limits shall be those moderate income limits for the County, as defined by California Health and Safety Code Section 50093 and set forth in Title 25, California Code of Regulations, section 6932, as that section may be amended, modified or recodified from time to time. If the California Code of Regulations is amended or modified during the term of this Declaration so that such regulations do not specify the area median income for the County, the City and Developer shall negotiate in good faith to determine an equivalent authoritative source which determines median income for the County

As used in this Declaration, the term "Covenantor" shall mean Developer, its successors and assigns, and every successor to Developer's interest in the Project, or any part thereof. All other capitalized terms not otherwise defined herein shall have the meanings commonly recognized in the affordable housing industry.

(b) **Duration.** The term of this Declaration shall commence on the date that the final inspection for the eight (8<sup>th</sup>) Affordable Unit is approved by the City and will terminate on the date that is fifty-five (55) years thereafter ("Affordability Period").

(c) **Income Qualification.** On or before the date that is forty-five (45) calendar days after the California Department of Housing and Community Development publishes its annual income limits, Covenantor shall submit to the City a completed income computation and certification form, in such form as is generally used by City in administering its affordable housing program as may be amended from time to time. Covenantor shall certify that, to the best of its knowledge, each Household is a Moderate Income Household. Covenantor shall obtain an income certification from each adult member of the Household and shall certify that, to the best of Covenantor's knowledge, the income of the Household is truthfully set forth

in the income certification form. Furthermore the Covenantor shall, on renewal of the annual lease for the particular Affordable Unit, again obtain income certification from each adult member of the Household and, with Covenantor's annual recertification package, submit to the City a recertification form that shall certify, to the best of Covenantor's knowledge, each Household is a Moderate Income Household. Covenantor shall verify the income certification of the Household in one or more of the following methods as specifically requested by City.

(1) Obtain two (2) paycheck stubs from two (2) most recent pay periods for each adult member of the Household.

(2) Obtain a copy of an income tax return certified to be true and complete for the most recent tax year in which a return was filed, for each adult member of the Household.

(3) Obtain an income verification certification from the employer of each adult member of the Household.

(4) Obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the Household receives assistance from such agencies.

(5) Obtain an alternate form of income verification reasonably requested by City, if none of the above forms of verification is available to Covenantor.

If, at the time of the annual recertification of an eligible Household, the Household's income has increased above the income level permitted for a Moderate Income Household, the Household shall continue to be permitted to reside in such unit (subject to an increase in rent as allowed by applicable law), but the unit will no longer qualify as an Affordable Unit and Covenantor shall designate the next available unit of the same number of bedrooms as an Affordable Unit.

2. Determination of Affordable Rent for the Affordable Units. The rent for each Affordable Unit (the "Affordable Rent") shall be adjusted annually by the formula established by California Health and Safety Code Section 50053 upon the publication of revised Area Median Income (as defined in Section 1(a) above). This methodology sets the Moderate Income Rent at 1/12<sup>th</sup> of 30% of 110% of the Area Median Income adjusted for family size appropriate to the Affordable Unit. As used herein, "adjusted for family size appropriate to the Affordable Unit" shall mean a household of 1 person in the case of a studio Affordable Unit, a household of 2 persons in the case of a one-bedroom Affordable Unit, and a household of 3 persons in the case of a two-bedroom Affordable Unit.

3. Rental rates for the Affordable Rental Units must be set at levels affordable to Moderate Income Households as set forth herein. Each year, after the income standards are published by the California Department of Housing and Community Development, the Affordable Housing Administrator will calculate the allowable rental rates. This rent schedule will then be transmitted to the Covenantor.

COVENANTOR UNDERSTANDS AND KNOWINGLY AGREES THAT THE MAXIMUM RENTAL PAYMENTS TO BE ESTABLISHED BY THIS FORMULA ARE NOT NECESSARILY EQUAL TO THE FAIR MARKET RENT FOR THE AFFORDABLE UNITS, AND MAY BE ESTABLISHED AT A LEVEL SUBSTANTIALLY BELOW THE FAIR MARKET RENT LEVELS. COVENANTOR HEREBY AGREES TO RESTRICT THE AFFORDABLE UNITS ACCORDINGLY.

COVENANTOR'S INITIALS

In the event state law referenced herein is amended, the terms of this Declaration shall automatically be amended to remain consistent with State law.

(a) Annual Report. Within sixty (60) calendar days after the end of each calendar year during the Affordability Period, Covenantor shall submit to City a report verifying Covenantor's compliance with the provisions of this Declaration ("Annual Report"). Covenantor's final Annual Report shall be submitted to City within sixty (60) calendar days after the end of the Affordability Period. Each Annual Report shall identify the location of the Affordable Units for the applicable reporting period, the identity of each Household member occupying an Affordable Unit during any portion of such period, the income and family size of each such Household, the Affordable Rent for each of the Affordable Units, and the rent actually charged pursuant to the lease or rental agreement. If City prescribes a particular form to be utilized by Covenantor in preparing the Annual Report, Covenantor shall utilize said form, provided that it complies substantially with the foregoing requirements.

4. Non-Discrimination Covenants. Covenantor covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, sexual orientation, creed, ancestry, national or ethnic origin, age, family or marital status, handicap or disability, in the use, occupancy, tenure, or enjoyment of the Affordable Unit, nor shall Covenantor itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, subtenants, or vendees in the Affordable Unit. Covenantor and its successors and assigns shall refrain from restricting the leasing of the Affordable Unit on the basis of race, color, religion, sex, sexual orientation, creed, ancestry, national or ethnic origin, age, family or marital status, handicap or disability, of any person. All such leases shall contain or be subject to substantially the following nondiscrimination or nonsegregation clause:

"The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

ATTACHMENT NO. 2, 48

“That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, religion, sex, sexual orientation, creed, ancestry, national or ethnic origin, age, family or marital status, handicap or disability in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”

5. **Use Restrictions.** During the Affordability Period, Covenantor shall be required to take all reasonable steps necessary to ensure that each Household renting an Affordable Unit has knowledge of all terms and conditions of this Declaration by including in each and every lease and rental agreement a clause which incorporates this Declaration by reference and makes this Declaration a part of an attachment to such lease or rental agreement. In addition, during the Affordability Period, each lease or rental agreement for any of the Affordable Units shall contain provisions that the Affordable Unit shall be occupied, used, and maintained as follows:

(a) The Affordable Unit shall be used only for private dwelling purposes, with appurtenant facilities, and for no other purposes;

(b) **Household Size.** The number of persons that may occupy an Affordable Unit shall be based on unit size:

<u>Unit Size</u>	<u>Household Size</u>
0 bedroom (studio)	2 persons
1 bedroom	3 persons
2 bedrooms	5 persons

(c) The Household shall not permit or suffer anything to be done or kept upon the premises which will increase the rate of insurance on any building, or on the contents thereof, and shall not impair the structural integrity thereof obstruct or interfere with the rights of other occupants, or annoy such occupants by reasonable noises or otherwise, nor shall any Household commit or permit any nuisance on the premises or fail to keep the premises free of rubbish, clippings, and trash or commit or suffer any illegal act to be committed thereon;

(d) The Household shall not sublease any or all part of the Affordable Unit without prior approval from City;

(e) The Household shall comply with all of the lawful requirements of all governmental authorities with respect to the premises;

(f) No person shall be permitted to occupy the premises for transient or hotel purposes; and

(g) The Household shall comply in all respects with this Declaration and any failure by the Household to comply with the terms of this Declaration shall be a default under the Household's lease or rental agreement.

6. **Covenants for Benefit of City.** All covenants without regard to technical classification or designation shall be binding for the benefit of the City and such covenants shall run in favor of City for the Affordability Period. The City, in the event of any breach of any such covenants, shall have the right to exercise all the rights and remedies and to maintain any such action at law or suits in equity or other proper legal proceedings to enforce and to cure such breach to which it or any other beneficiaries of these covenants may be entitled during the Affordability Period.

7. **Binding on Successors and Assigns.** The covenants and agreements established in this Declaration shall, without regard to technical classification and designation, be binding on Covenantor and any successor to Covenantor's right, title, and interest in and to all or any portion of the Project, for the benefit of and in favor of the City. All the covenants contained in this Declaration shall remain in effect for the Affordability Period, and shall automatically terminate and be of no further force or effect after such time. Upon expiration of the Affordability Period, City agrees to cooperate with Covenantor, at no cost to City in removing this Declaration of record from the Property.

8. **Counterparts.** This Declaration may be executed in a number of counterparts, each of which shall be an original, but all of which shall constitute one and the same document.

9. **Applicable Law.**

(a) If any provision of this Declaration or portion thereof, or the application of any provision to any person or circumstances, shall to any extent be held invalid, inoperative, or unenforceable, the remainder of this Declaration, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby and it shall not be deemed that any such invalid provision affects the consideration for this Declaration; and each provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

(b) This Declaration shall be construed in accordance with all applicable federal, state and local laws.

**[Signatures and Jurats to Follow]**

IN WITNESS WHEREOF, Covenantor and City have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized as of the date set forth above.

“COVENANTOR”

DCO Beach Walk LLC, a Delaware limited liability company

By: DCO Beach LLC, a Delaware limited liability company  
Its: Managing Member

By: DCO Realty, Inc., a Delaware corporation  
Its: Sole Member

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

“CITY”

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

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

INITIATED AND APPROVED:

\_\_\_\_\_  
Planning and Building Director

REVIEWED AND APPROVED:

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

**EXHIBIT "A" TO AFFORDABLE HOUSING AGREEMENT**

**LEGAL DESCRIPTION OF PROPERTY**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

**PARCEL A:**

BLOCK 1908 OF THE EAST SIDE VILLA TRACT, IN THE CITY OF HUNTINGTON BEACH, AS SHOWN ON A MAP RECORDED IN BOOK 4, PAGE 65 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**PARCEL B:**

THE NORTH HALF OF BLOCK 1808, EAST SIDE VILLA TRACT, IN THE CITY OF HUNTINGTON BEACH, AS SHOWN ON A MAP RECORDED IN BOOK 4, PAGE 65 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL MINERALS, OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN OR UNDER SAID LAND, BUT WITHOUT THE RIGHT OF ENTRY ON THE SURFACE OF SAID LAND FOR THE PURPOSE OF EXPLOITING FOR, DEVELOPING, PRODUCING, REMOVING AND MARKETING SAID SUBSTANCES, AS RESERVED IN AN INSTRUMENT RECORDED MAY 25, 1953 IN BOOK 2508, PAGE 200 OF OFFICIAL RECORDS.

**PARCEL C:**

AN EASEMENT FOR INGRESS AND EGRESS FOR PEDESTRIAN PURPOSES OVER A PORTION OF THE NORTH HALF OF BLOCK 1807 OF EAST SIDE VILLA TRACT, IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4, PAGE 65 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTH HALF OF BLOCK 1807; THENCE ALONG THE SOUTHERLY LINE OF SAID NORTH HALF OF BLOCK 1807, SOUTH 89°17'25" WEST 6.50 FEET TO A LINE PARALLEL WITH AND DISTANT 6.50 FEET WESTERLY OF THE EASTERLY LINE OF SAID BLOCK 1807; THENCE ALONG SAID PARALLEL LINE NORTH 00°40'00" WEST 8.00 FEET TO A LINE PARALLEL WITH AND DISTANT 8.00 FEET NORTHERLY OF SAID SOUTHERLY LINE OF THE NORTH HALF OF BLOCK 1807; THENCE ALONG LAST SAID PARALLEL LINE NORTH 89°17'25" EAST 6.50 FEET TO SAID EASTERLY LINE OF BLOCK 1807; THENCE

ALONG SAID EASTERLY LINE SOUTH 00°04'00" EAST 8.00 FEET TO SAID  
SOUTHEASTERLY CORNER AND TRUE POINT OF BEGINNING.

APN: APN 025-200-72

ACKNOWLEDGMENT

State of Colorado )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Colorado that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

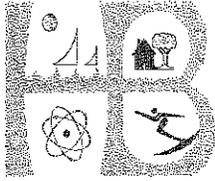
Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)



# City of Huntington Beach

2000 MAIN STREET

CALIFORNIA 92648

## DEPARTMENT OF PLANNING AND BUILDING

[www.huntingtonbeachca.gov](http://www.huntingtonbeachca.gov)

Planning Division

714.536.5271

Building Division

714.536.5241

### NOTICE OF ACTION

March 27, 2012

Tom Bergerson  
DM Bergerson  
8911 Research Drive, 1<sup>st</sup> Floor  
Irvine, CA 92618

**SUBJECT:** SITE PLAN REVIEW NO. 11-005, EA 11-009 (BEACH WALK APARTMENTS)

**APPLICANT:** Tom Bergerson, DM Bergerson, 8911 Research Drive, 1<sup>st</sup> Floor, Irvine, CA 92618

**REQUEST:** To permit the construction of a 4-story 173-unit multi-family apartment development, which includes a five-and-a-half level parking structure, public and private open space, fitness and clubhouse amenities, and a leasing office. All existing structures and site improvements on the site would be demolished.

**PROPERTY OWNERS:** DCO Beach Walk LLC, 1745 Shea Center Drive, Suite 200, Highland Ranch, CO 80129

**LOCATION:** 19891 & 19895 Beach Boulevard (west side of Beach Boulevard between Utica Avenue and Adams Avenue)

**PROJECT PLANNER:** Jennifer Villasenor, Senior Planner

**DATE OF ACTION:** March 27, 2012

Dear Mr. Bergerson,

On March 27, 2012, the Director of Planning and Building of the City of Huntington Beach took action on your application, and your application was **conditionally approved**. Attached to this letter are the findings and conditions of approval.

Under the provisions of the Beach and Edinger Corridors Specific Plan, the action taken by the Director of Planning and Building becomes final at the expiration of the appeal period. As

ATTACHMENT NO. 3.1

specified in the Beach and Edinger Corridors Specific Plan, the property owner or a City Council member may file a written notice of appeal to the Department of Planning and Building within ten (10) calendar days of the date of action. Said appeal must be in writing and must set forth in detail the action and grounds by which the applicant deems himself aggrieved. Said appeal must be accompanied by a filing fee of Four Hundred Ninety Four Dollars (\$494). The appeal shall be heard by the Planning Commission in accordance with the procedures outlined in the Huntington Beach Zoning and Subdivision Ordinance. The last day for filing an appeal and paying the filing fee for the above noted application is **Friday, April 6, 2012 at 5 P.M.**

Provisions of the Beach and Edinger Corridors Specific Plan are such that any application becomes null and void one (1) year after final approval, unless actual construction has started or as modified through a condition of approval.

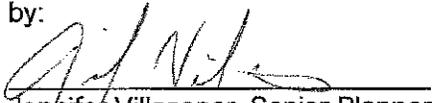
Excepting those actions commenced pursuant the California Environmental Quality Act, you are hereby notified that you have 90 days to protest the imposition of the fees described in this Notice of Action. If you fail to file a written protest regarding any of the fees contained in this Notice, you will be legally barred from later challenging such action pursuant to Government Code §66020.

If you have any questions, please contact Jennifer Villasenor, the project planner at (714) 374-1661 or [jvillasenor@surfcity-hb.org](mailto:jvillasenor@surfcity-hb.org) or the Planning Division's Planning and Zoning Information Counter at (714) 536-5271.

Sincerely,

Scott Hess, AICP  
Director of Planning and Building

by:

  
Jennifer Villasenor, Senior Planner

Attachments:

Attachment No.1 – Findings and Conditions of Approval – SPR No. 11-005  
Attachment No. 2 – Mitigation Monitoring Program

Cc: Honorable Mayor and City Council  
Chair and Planning Commission  
Fred A. Wilson, City Manager  
Scott Hess, AICP, Director of Planning and Building  
Herb Fauland, Planning Manager  
Bill Reardon, Division Chief/Fire Marshal  
Mike Vigliotta, Deputy City Attorney III  
Debbie DeBow, Principal Engineer  
Mark Carnahan, Inspection Manager  
Property Owner  
Project File

ATTACHMENT NO. 3.2

**ATTACHMENT NO. 1**

**FINDINGS AND CONDITIONS OF APPROVAL**

**SITE PLAN REVIEW NO. 11-005, EA No. 11-009**

**FINDINGS FOR PROJECTS EXEMPT FROM CEQA:**

The City of Huntington Beach finds that the project is exempt under the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15182 of the CEQA Guidelines, which states that when an Environmental Impact Report (EIR) has been prepared for a specific plan, there is no need to prepare an EIR or Mitigated Negative Declaration (MND) for residential projects in conformity with that specific plan. Furthermore, implementation of the project would not result in any new or more severe potentially adverse environmental impacts that were not considered in the previously certified Program EIR for the Beach and Edinger Corridors Specific Plan project. In light of the whole record, none of the circumstances described under Section 15162 of the CEQA Guidelines are present and, therefore, no EIR or MND is required.

The Project, located at 19891 and 19895 Beach Boulevard, consists of a four-story 173-unit multi-family residential apartment development with on-site public and private open space and a 5 and a half-level parking structure. The development site is located within the Neighborhood Parkway Segment of the Beach and Edinger Corridors Specific Plan (BECSP) area. The City certified Program EIR No. 08-008 on December 8, 2009 and adopted the BECSP on March 1, 2010. The BECSP anticipates development of 4,500 total new dwelling units including 2,755 units on Beach Boulevard. The 173 units contemplated by the project is within and represents a minimal fraction of the total new dwelling units permitted on Beach Boulevard under the approved BECSP. The project conforms to all standards and regulations of the BECSP development code. Compliance with all applicable mitigation measures adopted with the Specific Plan will be required as a condition of approval of the project. Accordingly, no changes requiring revision of the previously certified Program EIR are proposed as part of the project, nor have any circumstances changed requiring revision of the previously certified Program EIR. In addition, no new information identifies that implementation of the BECSP, including the project, will have significant effects that were not discussed in the previously certified Program EIR or that the significant effects identified in the certified BECSP Program EIR will be substantially more severe than determined in the Program EIR. Nor is there new information showing that mitigation measures or alternatives not previously adopted would substantially reduce one or more significant effects of the Project.

**FINDINGS FOR APPROVAL – SITE PLAN REVIEW NO. 11-005:**

1. Site Plan Review No. 11-005 for the construction of a multi-family residential development consisting of 173 one- and two-bedroom units and associated

improvements including public and private open space areas, a leasing office, fitness and clubhouse amenities and a five and a half-level parking structure, will not be detrimental to the general welfare of persons working or residing in the vicinity or detrimental to the value of the property and improvements in the neighborhood. The proposed project will replace existing site improvements, which include a three-story office building with a basement, a two-story office building and surface parking. The multi-family residential development, with the recommended conditions of approval, incorporates architectural and design elements that provide maximum compatibility of use and design with the existing and anticipated development in the vicinity of the project site, promotes the revitalization and restructuring of an aging segment of Beach Boulevard, and supports the existing commercial development surrounding the site. The proposed structure is four stories in height and features enhanced building materials and colors, building recesses and façade offsets, variation in massing composition and connections between common open space areas and public open space as well as Beach Boulevard. The project's conformance to the Beach and Edinger Corridors Specific Plan (BECSP) further ensures that the form, height, and architectural design convey an overall high level of quality.

2. The project will not adversely affect the Circulation Plan of the BECSP. The project will provide public right-of-way improvements along Beach Boulevard pursuant to the BECSP development code. The improvements to Beach Boulevard create continuity with the existing residential nature of Beach Boulevard south of Adams Avenue, mimic the streetscape imagery envisioned for the Residential Parkway segment to the south, and provide a sufficient landscape buffer to separate pedestrians from the Beach Boulevard vehicular thoroughfare. A large front setback and public open space along Beach Boulevard establish a public realm that focuses on pedestrians rather than vehicles. Pedestrian connectivity from the development's common areas to the public open space and an enhanced Beach Boulevard pedestrian streetscape promote access to public transportation adjacent to the development site. Finally, the project would pay fees commensurate with the project's contribution of traffic on the area-wide roadway system.
3. The proposed multi-family residential development will comply with the provisions of the BECSP development code as specified in the Neighborhood Parkway segment. In addition, the project meets all applicable provisions of Titles 20-25 of the Huntington Beach Zoning and Subdivision Ordinance. The proposed project meets code requirements in terms of building height, massing and volume, setbacks, landscaping, streetscape improvements, public and private open space, parking and building placement.
4. The Project is consistent with the City's General Plan and all applicable requirements of the Municipal Code. The granting of the site plan review will not adversely affect the General Plan. It is consistent with the Land Use Element designation of Mixed Use – Specific Plan Overlay – Design Overlay on the subject property. In addition, it is consistent with the following goals, objectives and policies of the General Plan:

A. Air Quality Element

Goal AQ 1: Improve regional air quality by a) decreasing reliance on single occupancy vehicular trips, b) increasing efficiency of transit, c) shortening vehicle trips through a more efficient jobs-housing balance and a more efficient land use pattern, and d) increasing energy efficiency.

Policy AQ 1.6.3: Encourage all new residential developments to incorporate pedestrian paths that link the projects with adjacent developments and transit access points.

Policy AQ 1.10.1: Continue to require the utilization and installation of energy conservation features in all new construction.

The project is located in the Neighborhood Parkway segment of the BECSP and would replace aging office uses and an underutilized site with multi-family residential uses. The multi-family residential development would support existing neighborhood-serving commercial uses as envisioned for this segment. The development's proximity to the existing commercial retail uses as well as office uses promotes a more efficient land use pattern and jobs-housing balance. The proposed streetscape improvements along Beach Boulevard and pedestrian connections from the project's common areas to the Beach Boulevard right-of-way link the development to existing adjacent transit opportunities.

Consistent with the provisions of the BECSP, the project would incorporate energy conservation and sustainable design features. The project proposes to incorporate energy efficient appliances and light fixtures, energy efficient window systems, low-flow plumbing fixtures, a water efficient irrigation system, and low water consuming landscaping.

B. Circulation Element

Goal CE 2: Provide a circulation system which supports existing, approved and planned land uses throughout the City while maintaining a desired level of service on all streets and at all intersections.

Objective CE 3.2: Encourage new development that promotes and expands the use of transit services.

Policy CE 2.3.2: Limit driveway access points and require adequate driveway widths onto arterial roadways and require driveways be located to ensure the smooth flow of vehicles, bicycles and pedestrians.

Policy CE 6.1.6: Maintain existing pedestrian facilities and require new development to provide pedestrian walkways and bicycle routes between developments, schools, and public facilities.

The project's on-site circulation has been designed to maximize vehicular driveway widths and minimize conflict between residents and guests/potential residents. The existing development has two driveways with access to Beach Boulevard. The project proposes to close one access driveway and reconfigure and widen the southernmost driveway thereby reducing and improving access points from Beach Boulevard.

The proposed improvements to the Beach Boulevard streetscape create continuity with the existing residential nature of Beach Boulevard south of Adams Avenue, mimic the streetscape imagery envisioned for the Residential Parkway segment to the south, and provide a sufficient landscape buffer to separate pedestrians from the Beach Boulevard vehicular thoroughfare. A large front setback and public open space along Beach Boulevard establish a public realm that focuses on pedestrians rather than vehicles. Pedestrian connectivity from the development's common areas to the public open space and an enhanced Beach Boulevard pedestrian streetscape promote access to public transportation adjacent to the development site. Also, the project would pay fees commensurate with the project's contribution of traffic on the area-wide roadway system. The fees would be utilized for improvements to deficient intersections as a result of implementation of development within the BECSP area.

### C. Environmental Hazards Element

Goal EH 1: Ensure that the number of deaths and injuries, levels of property damage, levels of economic and social disruption, and interruption of vital services resulting from seismic activity and geologic hazards shall be within levels of acceptable risk.

Policy EH 1.1.3: Require seismic/geologic assessment prior to construction in Alquist-Priolo Earthquake Fault Zone as shown in Figure EH-5.

Objective EH 1.2: Ensure that new structures are designed to minimize damage resulting from seismic hazards, ensure that existing unsafe structures are retrofitted to reduce hazards and mitigate other existing unsafe conditions.

The project site is located within the Alquist-Priolo Earthquake Fault Zone and has undergone extensive evaluation to determine the location and characteristics of the active fault traces. The site investigation included a series of test trenches to determine the extent of fault rupture hazard. The site investigation and subsequent report were peer-reviewed by a third party expert. Based on the extensive evaluation, the project has been designed to avoid placing development over faults that may potentially produce ground rupture with habitable structures sufficiently set back from fault traces determined to be active minimizing potential for death and injury, property damage, and social and economic disruption in the occurrence of a seismic event.

D. Environmental Resources/Conservation Element

Goal ERC 1: Improve and enhance the overall aesthetic value and appearance of the City of Huntington Beach through the provision and maintenance of local public and private open space.

Policy ERC 1.1.1: Encourage the provision of open space elements within the larger-scale development projects including but not limited to public plazas, entry courts, and planned development common areas.

The project provides public and private open space amenities in excess of the minimum requirements specified in the BECSP development code. Additionally, the private open space includes various types of open space areas for the project's residents including private balconies and patios, a passive common open space courtyard area, an active common open space area with a pool, spa and direct access to fitness and clubhouse rooms, and a rooftop deck. Public open space is provided directly along Beach Boulevard to maximize functionality. The public open space would accommodate passive amenities such as enhanced hardscape and seating areas, trash receptacles, bike racks, public art, shade trees and integrates landscaping that also functions as a natural treatment system for runoff water. The project site provides the ideal location to incorporate connectivity elements between the common private open space areas and public open space and right-of-way to activate and integrate the urban environment and revitalize community life in the surrounding area.

E. Growth Management Element

Policy GM 1.1.7: Ensure that new development site design incorporates measures to maximize policing safety and security.

Policy GM 2.1.4: Ensure that new development site design incorporates measures to maximize fire safety and prevention.

Residential parking areas would be well-lit and secured from public and visitor parking areas. Laundry areas are located inside the residential units and trash rooms are located within the interior parking garage. Patios and balconies are designed to face common private open space and public open space areas to maximize visibility of those areas. The project provides new access and a drive aisle that meets Fire code standards for emergency access. The residential structure would be equipped with a fire suppression system consisting of an alarm system, sprinklers, extinguishers, etc., conforming to the requirements of the Fire Department.

F. Housing Element

Goal H 2: Provide adequate housing sites to accommodate regional housing needs.

Goal H 3: Assist in development of affordable housing.

Policy H 3.1: Encourage the production of housing that meets all economic segments of the community, including lower, moderate, and upper income households, to maintain a balanced community.

The project represents new housing in the City that will help to fulfill the City's share of the regional housing need. The proposed project would accommodate and is designed to appeal to different age groups, income levels, and household types. The project will meet the City's affordable housing requirement through the provision of 17 on-site affordable units. Because the project is located in close proximity to different activities and uses, it provides opportunities and convenience for many households to use alternate travel modes such as walking and biking to complete their daily routines and run errands, thereby making the project affordable for a broader segment of the population.

G. Land Use Element

Goal LU 4: Achieve and maintain high quality architecture, landscape, and public open spaces in the City.

Goal LU 4.2.4: Require that all development be designed to provide adequate space for access, parking, supporting functions, open space, and other pertinent elements.

Goal LU 7: Achieve a diversity of land uses that sustain the City's economic viability, while maintaining the City's environmental resources and scale and character.

Goal LU 8: Achieve a pattern of land uses that preserves, enhances, and establishes a distinct identity for the City's neighborhoods, corridors, and centers.

Policy LU 8.1.1: Accommodate land use development in accordance with the patterns and distribution of use and density depicted on the Land Use Plan Map, in accordance with the principles discussed below:

- a. Not applicable
- b. Vary uses and densities along the City's extended commercial corridors, such as Beach Boulevard.
- c. Increase diversification of community and local commercial nodes to serve adjacent residential neighborhoods.

- e. Intermix uses and densities in large-scale development projects.
- f. Site development to capitalize upon potential long-term transit improvements.
- g. Establish linkages among community areas, which may include pedestrian and vehicular paths, landscape, signage, other streetscape elements, open space, transitions, in form, scale, and density of development, and other elements.

Goal LU 9: Achieve the development of a range of housing units that provides for the diverse economic, physical, and social needs of existing and future residents of Huntington Beach.

Policy LU 9.1.4: Require that recreational and open space amenities be incorporated in new multi-family developments and that they be accessible to and of sufficient size to be usable by all residents.

Objective LU 15.5: Ensure that development achieves the visual and physical character intended for the district in which it is located.

The project would provide an urban infill development with 173 rental units increasing housing options for diverse household types and allowing for more efficient use of land resources. The area has a variety of complementary uses that are critical to any vibrant community such as neighborhood-serving commercial uses, employment centers, and a hospital/health center. Because of its location on Beach Boulevard, the site would be appropriate in accommodating an infill development that provides 173 residential units to support and promote these existing uses in a compact design compatible with the surrounding area. In doing so, multiple sustainable development principles are achieved, resulting in the social and economic well-being of the area. The project provides a housing choice for residents seeking to be within walking distance of work, services, or retail and eating and drinking establishments, reduce dependency on their automobile, have access to multiple amenities for an active and mobile lifestyle, or live in an environmentally-conscious development that decreases pollution and environmental degradation.

The structures of the proposed project are designed to convey a high quality visual image and character and ensure compatibility with surrounding uses. The project incorporates design elements, building materials, and colors to differentiate building volumes and highlight common and primary entry points. The proposed project incorporates architectural and design principles to provide a pedestrian-oriented scale and ensure maximum design compatibility with existing developments, including the Newland Center across Beach Boulevard as well as existing residential uses south of Adams Avenue and east of the project site. Structures on the project site utilize high quality exterior materials, articulated building volumes, and variety in building composition through the use of enhanced colors and materials, balconies, building recesses, awnings and

pedestrian-scale roof features. The project complies with the development standards and design guidelines of the BECSP, which ensure that form, height, and treatment convey an overall high level of quality. The building is sited such that the parking structure fronts and is accessed from the interior of the property. A large front setback provides a buffer for the residential units along Beach Boulevard, which are accessed from the interior passage ways and courtyard areas. The common open space areas are spaced throughout the development and provide variation in type to accommodate the distinct needs of the residents.

#### H. Noise Element

Policy N 1.2.1: Require, in areas where noise levels exceed an exterior  $L_{dn}$  of 60 dB(A) and an interior  $L_{dn}$  of 45 dB(A), that all new development of "noise sensitive" land uses, such as housing, health care facilities, schools, libraries, and religious facilities, include appropriate buffering and/or construction mitigation measures that will reduce noise exposure to levels within acceptable limits.

Policy N 1.2.3: Require development, in all areas where the ambient noise level exceeds an  $L_{dn}$  of 60 dB(A), to conduct an acoustical analysis and incorporate special design measures in their construction, thereby, reducing interior noise levels to the 45 dB (A)  $L_{dn}$  level.

The project has been designed to be sensitive to issues related to multi-family residential developments. The project proposes to attenuate noise, consistent with the required mitigation measures, from HVAC systems and existing commercial uses as well as roadway noise. A large 30-foot primarily landscaped setback from Beach Boulevard as well as a 15-foot wide pedestrian zone also buffers the residential units from vehicular noise on Beach Boulevard. The project will provide an acoustical analysis to ensure that the residential units and adjacent sensitive uses would not be detrimentally impacted by the various potential noise sources.

#### I. Public Facilities and Public Services Element

Policy PF 2.3.1: Continue to require all structures to follow all State and nationally recognized fire codes.

Policy PF 2.3.2: Ensure that new construction is designed with fire and emergency access and safety in mind.

The project provides new access and a drive aisle that meets Fire code standards for emergency access. The residential structure would be equipped with a fire suppression system consisting of an alarm system, sprinklers, extinguishers, etc., conforming to the requirements of the Fire Department. Additionally, the project would implement measures to mitigate hazards related

to methane, oil well abandonment and soil contamination in accordance with the requirements of the Fire Department and applicable agencies.

J. Urban Design Element

Goal UD 1: Enhance the visual image of the City of Huntington Beach.

Objective UD 1.3: Strengthen the visual character of the City's street hierarchy in order to clarify the City's structure and improve Citywide identity.

Policy UD 1.1.3: Require a consistent design theme and/or landscape design character along the community's corridors that reflects the unique qualities of each district. Ensure that streetscape standards for the major commercial corridors, the residential corridors, and primary and secondary image corridors provide each corridor with its own identity while promoting visual continuity throughout the City.

Policy UD 1.3.2a: Develop or enhance the pedestrian environment in those parts of the corridors where there is existing or the potential for pedestrian activity, this includes use of: sidewalk furniture, shade trees, special paving, and pedestrian walkway linkages.

The proposed improvements to the Beach Boulevard streetscape create continuity with the existing residential nature of Beach Boulevard south of Adams Avenue, mimic the streetscape imagery envisioned for the Residential Parkway segment to the south, and provide a sufficient landscape buffer to separate pedestrians from the Beach Boulevard vehicular thoroughfare. A large front setback and public open space along Beach Boulevard establish a public realm that focuses on pedestrians rather than vehicles. Pedestrian connectivity from the development's common areas to the public open space and an enhanced Beach Boulevard pedestrian streetscape promote access to public transportation adjacent to the development site.

Public open space is provided directly along Beach Boulevard to maximize functionality. The public open space would accommodate passive amenities such as enhanced hardscape and seating areas, trash receptacles, bike racks, public art, shade trees and integrates landscaping that also functions as a natural treatment system for runoff water. The project site provides the ideal location to incorporate connectivity elements between the common private open space areas and public open space and right-of-way to activate and integrate the urban environment and revitalize community life in the surrounding area.

K. Utilities Element

Objective U 1.2: Ensure that existing and new development does not degrade the City's surface waters and groundwater basins.

Objective U 1.3: Minimize water consumption rates through site design, use of efficient systems, and other techniques.

Policy U 1.3.2: Continue to require the incorporation of water conservation features in the design of all new and existing uses such as the use of native plants, low flow toilets and water efficient appliances.

Consistent with the provisions of the BECSP, the project would incorporate energy conservation and sustainable design features. The project proposes to incorporate energy efficient appliances and light fixtures, energy efficient window systems, low-flow plumbing fixtures, a water efficient irrigation system, and low water consuming landscaping. The project would comply with the BECSP and other applicable codes and regulations to reduce water consumption and stormwater runoff.

**CONDITIONS OF APPROVAL – SITE PLAN REVIEW NO. 11-005:**

1. The site plan, floor plans and elevations of Site Plan Review No. 11-005 received March 22, 2012, shall be the conceptually approved design except as modified below and amended by the conditions specified herein.
  - a) A minimum three-foot wide landscape planter shall be provided between the 25-foot wide driveway and the existing 11-foot access easement in the southwest portion of the site.
  - b) A stop sign shall be posted at the visitor parking exit from the parking structure for drivers before exiting the structure.
  - c) The visitor parking exit/entry to the parking structure shall have a minimum 12-foot transition length in lieu of the eight-foot length proposed.
  - d) Utility meters shall be located within an enclosed building or structure or, if wall-mounted, screened from view from the public right-of-way. No utility meters shall be mounted on the east or south building elevations.
  - e) The parking structure columns along the west elevation shall be treated with stone veneer (Eldorado Stacked Stone – Chapel Hill).
  - f) The public open space shall be improved with amenities such as a larger enhanced hardscape area at the south portion next to entry driveway, bike racks, public art element, benches, trash receptacles, shade trees and a public information/outreach kiosk with information on BMP swale. The final design for the public open space shall be reviewed and approved by the Planning Division.



- c) A lot line adjustment shall be approved and recorded to consolidate the existing parcels on the site.
  - d) All design and construction shall be per the City Standard codes and street configuration and specifications of the Beach and Edinger Corridors Specific Plan. The frontage along Beach Boulevard shall comply with the "Parkway" configuration. **(PW)**
  - e) Caltrans encroachment permits for work within the Caltrans right-of-way (for construction of sidewalks, driveways, utility connections, drainage, etc.) shall be obtained by the property owner/developer prior to issuance of a precise grading permit. Since Caltrans does not allow any increase in drainage above existing onto Beach Boulevard, the property owner/developer shall include a Hydrology Study for Caltrans review and approval with the encroachment permit application. A copy of each submittal, encroachment permit, traffic control plan and/or other permission granted by Caltrans shall be transmitted to the Public Works Department. **(PW)**
6. Prior to submittal for building permits, the following shall be completed:
- a) One set of project plans and one 8 ½ inch by 11 inch set of all colored renderings, elevations, and materials sample and color palette, revised pursuant to Condition of Approvals and Code Requirements, shall be submitted for review, approval and inclusion in the entitlement file, to the Planning Division.
  - b) Zoning entitlement conditions of approval, code requirements identified herein and code requirements identified in separately transmitted memorandum from the Departments of Fire and Public Works shall be printed verbatim on one of the first three pages of all the working drawing sets used for issuance of building permits (architectural, structural, electrical, mechanical and plumbing) and shall be referenced in the sheet index. The minimum font size utilized for printed text shall be 12 point.
  - c) Submit three (3) copies of the site plan and floor plans and the processing fee to the Planning Division for addressing purposes.
  - d) Contact the United States Postal Service for approval of mailbox location(s).
  - e) The property owner/developer shall submit a report, prepared by an accredited third party, that the project plans have been prepared in accordance with the criteria to achieve LEED (Leadership in Energy and Environmental Design) certification. The property owner/developer shall also provide proof of retention of a third party rater to ensure that the project is constructed according to all specifications as they relate to the criteria of the LEED rating system.
7. Prior to issuance of a building permit the following shall be completed:

- a) The property owner/developer shall provide a Landscape Maintenance License Agreement for the continuing maintenance and liability of all landscaping, irrigation, furniture and enhanced hardscape that is located along the project frontage within the public right of way. The agreement shall describe all aspects of maintenance such as enhanced sidewalk cleaning, trash cans, disposal of trash, signs, tree or palm replacement and any other aspect of maintenance that is warranted by the development plan improvements proposed. The agreement shall state that the property ownership shall be responsible for all costs associated with maintenance, repair, replacement, liability and fees imposed by the County, City and/or Caltrans. (PW)
- b) A Development Agreement shall be approved by the City Council and recorded. The Agreement shall provide for affordable dwelling units in accordance with the Beach and Edinger Corridors Specific Plan (BECSP) and the Huntington Beach Zoning and Subdivision Ordinance as well as required traffic mitigation fees. The number and location of units and affordability terms shall be set forth in the Development Agreement.
- c) A public art element, approved by the Design Review Board, Director of Planning and Building, and the Cultural Services Supervisor, shall be depicted on the plans. Public Art shall be innovative, original, and of artistic excellence; appropriate to the design of the project; and reflective of the community's cultural identity (ecology, history, or society).
- d) A "no-build" easement shall be recorded by the property owner/developer specifying that no construction shall be permitted within the existing 11-foot wide pedestrian access easement along the southwesterly property line. The "no-build" easement shall be reviewed and approved by the Planning and Building Department prior to recordation at the County of Orange.
- e) An acoustical study shall be prepared by a certified acoustical engineer for the parking structure. Should the results of the acoustical study indicate that that exterior and interior noise levels would exceed the standards set forth in the City of Huntington Beach Municipal Code Sections 8.40.050 through 8.40.070, the property owner/developer shall include design measures to ensure that noise levels do not exceed City standards. Final project design shall incorporate special design measures in the construction of the parking structure, if necessary.

8. Prior to occupancy of the first dwelling unit, the following shall be completed:

- a) Enhanced paving materials shall be provided at all vehicular entrances and pedestrian connections.

- b) A Parking Management Plan, approved by the property owner/developer shall be submitted for review and approval by the Planning Division. Said plan shall depict designated (residents/ employees/ guests) parking space locations.
  - c) The property owner/developer shall submit proof of registration with the LEED rating program and a checklist of how certification is proposed to be achieved. Within 45 days of final building permit approval, the property owner/developer shall provide a final report by an accredited third party stating that the project has achieved LEED certification and provide the City with evidence of said certification.
9. The developer or developer's representative shall be responsible for ensuring the accuracy of all plans and information submitted to the City for review and approval.
10. SPR No. 11-005 shall become null and void unless exercised within two years of the date of final approval or such extension of time as may be granted by the Director pursuant to a written request submitted to the Planning and Building Department a minimum 30 days prior to the expiration date.

**INDEMNIFICATION AND HOLD HARMLESS CONDITION:**

The owner of the property which is the subject of this project and the project property owner/developer if different from the property owner, and each of their heirs, successors and assigns, shall defend, indemnify and hold harmless the City of Huntington Beach and its agents, officers, and employees from any claim, action or proceedings, liability cost, including attorney's fees and costs against the City or its agents, officers or employees, to attack, set aside, void or annul any approval of the City, including but not limited to any approval granted by the City Council, Planning Commission, or Design Review Board concerning this project. The City shall promptly notify the property owner/developer of any claim, action or proceeding and should cooperate fully in the defense thereof.

**Mitigation Monitoring Program for Beach Walk Apartments (3-19-12)**

Mitigation Measure	Implementation Documentation	Timing	Monitoring Activity	Responsible Monitor	Compliance Verification Signature	Date
<p><b>MM4.1-2</b> Proposed new structures shall be designed to maximize the use of non-reflective facade treatments, such as matte paint or glass coatings. Prior to issuance of building permits for the proposed project, the Applicant shall indicate provision of these materials on the building plans.</p>	<p>Building plans</p>	<p>Plan check prior to issuance of building permit</p>	<p>Review and approve building plans for inclusion of features</p>	<p>Planning</p>		
<p><b>MM4.2-1</b> Project applicants shall require by contract specifications that all diesel-powered equipment used will be retrofitted with after-treatment products (e.g., engine catalysts). Contract specifications shall be included in project construction documents, which shall be reviewed by the City of Huntington Beach prior to issuance of a grading permit.</p>	<p>Contract language and notes on grading plans</p>	<p>Plan check prior to issuance of a grading permit</p>	<p>Review and approve grading plans for inclusion</p>	<p>Planning</p>		
<p><b>MM4.2-2</b> Project applicants shall require by contract specifications that all heavy-duty diesel-powered equipment operating and refueling at the project site use low-NOx diesel fuel to the extent that it is readily available and cost effective (up to 125 percent of the cost of California Air Resources Board diesel) in the South Coast Air Basin (this does not apply to diesel-powered trucks traveling to and from the project site). Contract specifications shall be included in project construction documents, which shall be reviewed by the City of Huntington Beach prior to issuance of a grading permit.</p>	<p>Contract language and notes on grading plans</p>	<p>Plan check prior to issuance of a grading permit</p>	<p>Review and approve grading plans for inclusion</p>	<p>Planning</p>		
<p><b>MM4.2-3</b> Project applicants shall require by contract specifications that construction equipment engines be maintained in good condition and in proper tune per manufacturer's specification for the duration of project construction. Contract specifications shall be included in project construction documents, which shall be reviewed by the City of Huntington Beach prior to issuance of a grading permit.</p>	<p>Contract language and notes on grading plans</p>	<p>Plan check prior to issuance of a grading permit</p>	<p>Review and approve grading plans for inclusion</p>	<p>Planning</p>		
<p><b>MM4.2-4</b> Project applicants shall require by contract specifications that construction operations rely on the electricity infrastructure surrounding the construction site rather than electrical generators powered by internal combustion engines. Contract specifications shall be included in project construction documents, which shall be reviewed by the City of Huntington Beach prior to issuance of a grading permit.</p>	<p>Contract language and notes on grading plans</p>	<p>Plan check prior to issuance of a grading permit</p>	<p>Review and approve grading plans for inclusion</p>	<p>Planning</p>		
<p><b>MM4.2-5</b> As required by South Coast Air Quality Management District Rule 403—Fugitive Dust, all construction activities that are capable of generating fugitive dust are required to implement dust control measures during each phase of project development to reduce the amount of particulate matter entrained in the ambient air. These measures include the following:</p> <ul style="list-style-type: none"> <li>■ Application of soil stabilizers to inactive construction areas</li> <li>■ Quick replacement of ground cover in disturbed areas</li> </ul>	<p>Contract language and notes on grading plans</p>	<p>Plan check prior to issuance of a grading permit</p>	<p>Review and approve grading plans for inclusion</p>	<p>Planning</p>		

ATTACHMENT NO. 3.17

Mitigation Measure	Implementation Documentation	Timing	Monitoring Activity	Responsible Monitor	Compliance Verification Signature	Date
<ul style="list-style-type: none"> <li>■ Watering of exposed surfaces three times daily</li> <li>■ Watering of all unpaved haul roads three times daily</li> <li>■ Covering all stock piles with tarp</li> <li>■ Reduction of vehicle speed on unpaved roads</li> <li>■ Post signs on-site limiting traffic to 15 miles per hour or less</li> <li>■ Sweep streets adjacent to the project site at the end of the day if visible soil material is carried over to adjacent roads</li> <li>■ Cover or have water applied to the exposed surface of all trucks hauling dirt, sand, soil, or other loose materials prior to leaving the site to prevent dust from impacting the surrounding areas</li> <li>■ Install wheel washers where vehicles enter and exit unpaved roads onto paved roads to wash off trucks and any equipment leaving the site each trip</li> </ul>						
<p><b>MM4.2-6</b> Project applicants shall require by contract specifications that construction-related equipment, including heavy-duty equipment, motor vehicles, and portable equipment, shall be turned off when not in use for more than 30 minutes. Diesel-fueled commercial motor vehicles with gross vehicular weight ratings of greater than 10,000 pounds shall be turned off when not in use for more than 5 minutes. Contract specifications shall be included in the proposed project construction documents, which shall be approved by the City of Huntington Beach.</p>	Contract language and notes on grading plans and construction plans	Plan check prior to issuance of a grading permit	Review and approve grading plans and building plans for inclusion	Planning		
<p><b>MM4.2-7</b> Project applicants shall require by contract specifications that construction parking be configured to minimize traffic interference during the construction period and, therefore, reduce idling of traffic. Contract specifications shall be included in the proposed project construction documents, which shall be approved by the City of Huntington Beach.</p>	Contract language and notes on grading plans and construction plans	Plan check prior to issuance of a grading permit	Review and approve grading plans and building plans for inclusion	Planning		
<p><b>MM4.2-8</b> Project applicants shall require by contract specifications that temporary traffic controls are provided, such as a flag person, during all phases of construction to facilitate smooth traffic flow. Contract specifications shall be included in the proposed project construction documents, which shall be approved by the City of Huntington Beach.</p>	Contract language and notes on grading plans and construction plans	Plan check prior to issuance of a grading permit	Review and approve grading plans and building plans for inclusion	Planning		
<p><b>MM4.2-9</b> Project applicants shall require by contract specifications that construction activities that affect traffic flow on the arterial system be scheduled to off-peak hours (10:00 A.M. to 4:00 P.M.). Contract specifications shall be included in the proposed project construction documents, which shall be approved by the City of Huntington Beach.</p>	Contract language and notes on grading plans and construction plans	Plan check prior to issuance of a grading permit	Review and approve grading plans and building plans for inclusion	Planning		

ATTACHMENT NO. 3.18

Mitigation Measure	Implementation Documentation	Timing	Monitoring Activity	Responsible Monitor	Compliance Verification Signature	Date
<p><b>MM4.2-10</b> Project applicants shall require by contract specifications that dedicated on-site and off-site left-turn lanes on truck hauling routes be utilized for movement of construction trucks and equipment on site and off site to the extent feasible during construction activities. Contract specifications shall be included in the proposed project construction documents, which shall be approved by the City of Huntington Beach.</p>	<p>Contract language and notes on grading plans and construction plans</p>	<p>Plan check prior to issuance of a grading permit</p>	<p>Review and approve grading plans and building plans for inclusion</p>	<p>Planning</p>		
<p><b>MM4.2-11</b> Upon issuance of building or grading permits, whichever is issued earlier, notification shall be mailed to owners and occupants of all developed land uses within 300 feet of a project site within the Specific Plan providing a schedule for major construction activities that will occur through the duration of the construction period. In addition, the notification will include the identification and contact number for a community liaison and designated construction manager that would be available on site to monitor construction activities. The construction manager shall be responsible for complying with all project requirements related to PM10 generation. The construction manager will be located at the on-site construction office during construction hours for the duration of all construction activities. Contract information for the community liaison and construction manager will be located at the construction office, City Hall, the police department, and a sign on site.</p>	<p>Mail to owners &amp; occupants within 300 feet of project site a notice regarding major construction activities</p>	<p>Plan check prior to issuance of a grading or building permits, which occur earlier</p>	<p>Review and approve notice</p>	<p>Planning</p>		
<p><b>MM4.2-12</b> Project applicants shall require by contract specifications that the architectural coating (paint and primer) products used would have a VOC rating of 125 grams per liter or less. Contract specifications shall be included in the proposed project construction documents, which shall be reviewed and approved by the City of Huntington Beach.</p>	<p>Contract language and notes on construction plans</p>	<p>Plan check prior to issuance of a building permit</p>	<p>Review and approve building plans for inclusion</p>	<p>Planning</p>		
<p><b>MM4.2-13</b> Project applicants shall require by contract specifications that materials that do not require painting be used during construction to the extent feasible. Contract specifications shall be included in the proposed project construction documents, which shall be reviewed and approved by the City of Huntington Beach.</p>	<p>Contract language and notes on grading plans and construction plans</p>	<p>Plan check prior to issuance of a grading permit</p>	<p>Review and approve grading construction plans for inclusion</p>	<p>Planning</p>		
<p><b>MM4.2-14</b> Project applicants shall require by contract specifications that pre-painted construction materials be used to the extent feasible. Contract specifications shall be included in the proposed project construction documents, which shall be reviewed and approved by the City of Huntington Beach.</p>	<p>Contract language and notes on grading plans and construction plans</p>	<p>Plan check prior to issuance of a grading permit</p>	<p>Review and approve grading plans and building plans for inclusion</p>	<p>Planning</p>		
<p><b>MM4.3-1</b> Nesting avian species protected by the MBTA:  a. Prior to any construction or vegetation removal between February 15 and August 31, a nesting bird survey shall be conducted by a qualified biologist of all habitats within 250 feet of the construction area.</p>	<p>Developer shall submit construction schedule (including grading activities) as</p>	<p>Plan check prior to issuance of a grading permit</p>	<p>Review grading plans for inclusion</p>	<p>Planning</p>		

ATTACHMENT NO. 3.19

Mitigation Measure	Implementation Documentation	Timing	Monitoring Activity	Responsible Monitor	Compliance Verification Signature	Date
<p>Surveys shall be conducted no less than 14 days and no more than 30 days prior to commencement of construction activities and surveys will be conducted in accordance with CDFG protocol as applicable. If no active nests are identified on or within 250 feet of the construction site, no further mitigation is necessary. A copy of the pre-construction survey shall be submitted to the City of Huntington Beach. If an active nest of a MBTA protected species is identified onsite (per established thresholds) a 100-foot no-work buffer shall be maintained between the nest and construction activity. This buffer can be reduced in consultation with CDFG and/or USFWS.</p> <p>b. Completion of the nesting cycle shall be determined by qualified ornithologist or biologist.</p>	<p>evidence of construction overlap with breeding season. If construction occurs during relevant breeding, developer shall present a survey report (prepared by a consultant approved by the City) to the City prior to issuance of a grading permit. If nests are found, developer shall submit plans identifying nest locations and limits of construction activities.</p>	<p>permit</p> <p>During construction</p>	<p>Review field survey, if necessary</p> <p>As necessary pursuant to field survey, review and approve recommendations and any other relevant documents per this mitigation</p>	<p>Planning</p> <p>Planning</p>	<p>_____</p> <p>_____</p>	<p>_____</p> <p>_____</p>

ATTACHMENT NO. 3.20

Mitigation Measure	Implementation Documentation	Timing	Monitoring Activity	Responsible Monitor	Compliance Verification Signature	Date
<p><b>MM4.4-2(a)</b> Prior to any earth-disturbing activities (e.g., excavation, trenching, grading) that could encounter undisturbed soils, the project applicant shall retain an archaeologist who meets the Secretary of the Interior's Professional Qualifications Standards for Archaeology to determine if the project could result in a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5 of the CEQA Guidelines or disturb human remains. The investigation shall include, as determined appropriate by the archaeologist and the City of Huntington Beach, an updated records search of the South Central Coastal Information Center (SCCIC) of the California Historical Resources Information System, updated Native American consultation, and a pedestrian survey of the area proposed for development. The results of the investigation shall be documented in a technical report or memorandum that identifies and evaluates any archaeological resources within the development area and includes recommendations and methods for eliminating or avoiding impacts on archaeological resources or human remains. The measures shall include, as appropriate, subsurface testing of archaeological resources and/or construction monitoring by a qualified professional and, if necessary, appropriate Native American monitors identified by the applicable tribe (e.g., the Gabrielino Tongva Nation) and/or the Native American Heritage Commission. The methods shall also include procedures for the unanticipated discovery of human remains, which shall be in accordance with Section 5097.98 of the State Public Resources Code and Section 7050.5 of California's Health and Safety Code. The technical report or memorandum shall be submitted to the City of Huntington Beach for approval. As determined necessary by the City, environmental documentation (e.g., CEQA documentation) prepared for future development within the project site shall reference or incorporate the findings and recommendations of the technical report or memorandum. The project applicant shall be responsible for implementing methods for eliminating or avoiding impacts on archaeological resources identified in the technical report or memorandum. Projects that would not encounter undisturbed soils and would therefore not be required to retain an archaeologist shall demonstrate non-disturbance to the City through the appropriate construction plans or geotechnical studies prior to any earth-disturbing activities. Projects that would include any earth disturbance (disturbed or undisturbed soils) shall comply with MM4.4-2(b).</p>	<p>Proof of retention of archaeological professional to determine if a substantial adverse change would occur to an archaeological resource</p>	<p>Plan check prior to issuance of demolition or grading permit, whichever occurs earlier</p> <p>Throughout ground disturbing activities</p>	<p>Verify retention of qualified monitors, as necessary</p> <p>Periodic field check</p>	<p>Planning</p> <p>Planning</p>	<p>_____</p> <p>_____</p>	<p>_____</p> <p>_____</p>

ATTACHMENT NO. 3.21

Mitigation Measure	Implementation Documentation	Timing	Monitoring Activity	Responsible Monitor	Compliance Verification Signature	Date
<p><b>MM4.4-2(b)</b> If evidence of an archaeological site or other suspected historical resource as defined by CEQA Guidelines Section 15064.5, including darkened soil representing past human activity ("midden"), that could conceal material remains (e.g., worked stone, fired clay vessels, faunal bone, hearths, storage pits, or burials), are discovered during any project-related earth-disturbing activities (including projects that would not encounter undisturbed soils), all earth-disturbing activity within 100 feet of the find shall be halted and the City of Huntington Beach shall be notified. The project applicant shall retain an archaeologist who meets the Secretary of the Interior's Professional Qualifications Standards for Archaeology to assess the significance of the find. Impacts to any significant resources shall be mitigated to a less-than-significant level through data recovery or other methods determined adequate by the archaeologist and that are consistent with the Secretary of the Interior's Standards for Archaeological Documentation. Any identified cultural resources shall be recorded on the appropriate DPR 523 (A-L) form and filed with the appropriate Information Center.</p>	<p>Proof of retention of archaeological professional to determine if a substantial adverse change would occur to an archaeological resource</p>	<p>Throughout ground disturbing activities</p>	<p>Verify retention of qualified monitors, as necessary, and complete documentation</p> <p>Periodic field check</p>	<p>Planning</p> <p>Planning</p>	<p>_____</p> <p>_____</p>	<p>_____</p> <p>_____</p>
<p><b>MM4.4-3(a)</b> Prior to any earth-disturbing activities (e.g., excavation, trenching, grading) that could encounter undisturbed soils, the project applicant shall retain a professional paleontologist to determine if the project could directly or indirectly destroy a unique paleontological resource or site or unique geologic feature. The investigation shall include, as determined appropriate by the paleontologist and the City of Huntington Beach, a paleontology records check and a pedestrian survey of the area proposed for development. The results of the investigation shall be documented in a technical report or memorandum that identifies the paleontological sensitivity of the development area and includes recommendations and methods for eliminating or avoiding impacts on paleontological resources or unique geologic features. The technical report or memorandum shall be submitted to the City of Huntington Beach for approval. As determined necessary by the City, environmental documentation (e.g., CEQA documentation) prepared for future development within the project site shall reference or incorporate the findings and recommendations of the technical report or memorandum. The project applicant shall be responsible for implementing methods for eliminating or avoiding impacts on paleontological resources or unique geologic features identified in the technical report or memorandum. Projects that would not encounter undisturbed soils and would therefore not be required to retain a paleontologist shall demonstrate non-disturbance to the City through the appropriate construction plans or geotechnical studies prior to any earth-disturbing activities. Projects that would include any earth disturbance (disturbed or undisturbed soils) shall comply with MM4.4-3(b).</p>	<p>Proof of retention of paleontological professional to determine if a substantial adverse change would occur to an paleontological resource</p>	<p>Plan check prior to issuance of demolition or grading permit, whichever occurs earlier</p> <p>Throughout ground disturbing activities</p>	<p>Verify retention of qualified monitors, as necessary</p> <p>Periodic field check</p>	<p>Planning</p> <p>Planning</p>	<p>_____</p> <p>_____</p>	<p>_____</p> <p>_____</p>

ATTACHMENT NO. 3.22

Mitigation Measure	Implementation Documentation	Timing	Monitoring Activity	Responsible Monitor	Compliance Verification Signature	Date
<p><b>MM4.4-3(b)</b> Should paleontological resources (i.e., fossil remains) be identified at a particular site during project construction, the construction foreman shall cease construction within 100 feet of the find until a qualified professional can provide an evaluation. Mitigation of resource impacts shall be implemented and funded by the project applicant and shall be conducted as follows:</p> <ol style="list-style-type: none"> <li>1. Identify and evaluate paleontological resources by intense field survey where impacts are considered high</li> <li>2. Assess effects on identified sites</li> <li>3. Consult with the institutional/academic paleontologists conducting research investigations within the geological formations that are slated to be impacted</li> <li>4. Obtain comments from the researchers</li> <li>5. Comply with researchers' recommendations to address any significant adverse effects where determined by the City to be feasible</li> </ol> <p>In considering any suggested mitigation proposed by the consulting paleontologist, the City of Huntington Beach staff shall determine whether avoidance is necessary and feasible in light of factors such as the nature of the find, project design, costs, applicable policies and land use assumptions, and other considerations. If avoidance is unnecessary or infeasible, other appropriate measures (e.g., data recovery) shall be instituted. Work may proceed on other parts of the project site while mitigation for paleontological resources is carried out.</p>	<p>Proof of retention of paleontological professional to determine if a substantial adverse change would occur to an paleontological resource</p>	<p>Throughout ground disturbing activities</p>	<p>Verify retention of qualified monitors, as necessary, and complete documentation</p> <p>Periodic field check</p>	<p>Planning</p> <p>Planning</p>	<p>_____</p> <p>_____</p>	<p>_____</p> <p>_____</p>
<p><b>MM4.5-1</b> Future development in the Beach Boulevard and Edinger Avenue Corridors Specific Plan area shall prepare a grading plan to contain the recommendations of the final soils and geotechnical report. These recommendations shall be implemented in the design of the project, including but not limited to measures associated with site preparation, fill placement, temporary shoring and permanent dewatering, groundwater seismic design features, excavation stability, foundations, soil stabilization, establishment of deep foundations, concrete slabs and pavements, surface drainage, cement type and corrosion measures, erosion control, shoring and internal bracing, and plan review.</p>	<p>Soils and Geotechnical analysis; Notes on grading plan and building plans</p>	<p>Plan check prior to issuance of a grading permit</p>	<p>Review and approve grading plans and building plans for inclusion</p>	<p>Planning</p>	<p>_____</p>	<p>_____</p>
<p><b>MM4.6-1</b> Prior to the issuance of grading permits on any project site, the site developer(s) shall:</p> <ul style="list-style-type: none"> <li>■ Investigate the project site to determine whether it or immediately adjacent areas have a record of hazardous material contamination via the preparation of a preliminary environmental site assessment (ESA), which shall be submitted to the City for review. If contamination is found the report shall characterize the site according to the nature and extent of contamination that is present before development activities precede at that site.</li> </ul>	<p>Preparation of technical documentation to address site-specific hazards; Risk Management Plan and Site Health and Safety Plan</p>	<p>Plan check prior to issuance of demolition or grading permits, whichever occurs earlier</p>	<p>Review ESA, and, as necessary, review and approve Closure Reports</p>	<p>Fire</p>	<p>_____</p>	<p>_____</p>

ATTACHMENT NO. 3.23

Mitigation Measure	Implementation Documentation	Timing	Monitoring Activity	Responsible Monitor	Compliance Verification Signature	Date
<ul style="list-style-type: none"> <li>■ If contamination is determined to be on site, the City, in accordance with appropriate regulatory agencies, shall determine the need for further investigation and/or remediation of the soils conditions on the contaminated site. If further investigation or remediation is required, it shall be the responsibility of the site developer(s) to complete such investigation and/or remediation prior to construction of the project.</li> <li>■ If remediation is required as identified by the local oversight agency, it shall be accomplished in a manner that reduces risk to below applicable standards and shall be completed prior to issuance of any occupancy permits.</li> <li>■ Closure reports or other reports acceptable to the Huntington Beach Fire Department that document the successful completion of required remediation activities, if any, for contaminated soils, in accordance with City Specification 431-92, shall be submitted and approved by the Huntington Beach Fire Department prior to the issuance of grading permits for site development. No construction shall occur in the affected area until reports have been accepted by the City.</li> </ul>	<p>Risk Management Plan and Site Health and Safety Plan</p>	<p>Plan check prior to issuance of any grading permit and during construction</p>	<p>Review and approve grading and building plans for inclusion</p>	<p>Fire</p>		
<p><b>MM4.6-2</b> In the event that previously unknown or unidentified soil and/or groundwater contamination that could present a threat to human health or the environment is encountered during construction of the proposed project, construction activities in the immediate vicinity of the contamination shall cease immediately. If contamination is encountered, a Risk Management Plan shall be prepared and implemented that (1) identifies the contaminants of concern and the potential risk each contaminant would pose to human health and the environment during construction and post-development and (2) describes measures to be taken to protect workers, and the public from exposure to potential site hazards. Such measures could include a range of options, including, but not limited to, physical site controls during construction, remediation, long-term monitoring, post-development maintenance or access limitations, or some combination thereof. Depending on the nature of contamination, if any, appropriate agencies shall be notified (e.g., City of Huntington Beach Fire Department). If needed, a Site Health and Safety Plan that meets Occupational Safety and Health Administration requirements shall be prepared and in place prior to commencement of work in any contaminated area.</p>	<p>Methane Testing Plan Notes on building and methane plans</p>	<p>Prior to commencement of sampling Prior to issuance of any grading permit and during</p>	<p>Review and approve grading and building plans for inclusion, and review and approve sampling plan, as necessary</p>	<p>Fire</p>		
<p><b>MM4.6-3</b> Prior to the issuance of grading permits, future development in the Specific Plan shall comply with HBFD City Specification No. 429, Methane District Building Permit Requirements. A plan for the testing of soils for the presence of methane gas shall be prepared and submitted by the Applicant to the HBFD for review and approval, prior to the commencement of sampling. If significant levels of methane gas are discovered in the soil on the future development project site, the Applicant's grading, building and methane plans shall reference that a sub-slab methane barrier and vent system will be installed at the project site per City Specification No. 429, prior to plan approval. If required by the</p>						

ATTACHMENT NO. 3.24

Mitigation Measure	Implementation Documentation	Timing	Monitoring Activity	Responsible Monitor	Compliance Verification Signature	Date
<p><b>MM4.6-4</b> To ensure adequate access for emergency vehicles when construction activities would result in temporary lane or roadway closures, the developer shall consult with the City of Huntington Beach Police and Fire Departments to disclose temporary lane or roadway closures and alternative travel routes. The developer shall be required to keep a minimum of one lane in each direction free from encumbrances at all times on perimeter streets accessing the project site. At any time only a single lane is available, the developer shall provide a temporary traffic signal, signal carriers (i.e., flagpersons), or other appropriate traffic controls to allow travel in both directions. If construction activities require the complete closure of a roadway segment, the developer shall coordinate with the City of Huntington Beach Police and Fire Departments to designate proper detour routes and signage indicating alternative routes.</p>	<p>Prepare construction roadway plans</p>	<p>Prior to approval of grading or building permits, whichever occurs earlier</p>	<p>Review and approve grading and building plans for inclusion</p>	<p>Planning</p>		
<p><b>MM4.7-1</b> City of Huntington Beach shall require Applicants for new development and significant redevelopment projects within the Specific Plan area to prepare a project Water Quality Management Plan (WQMP) in accordance with the DAMP requirements and measures described below and with all current adopted permits. The WQMP shall be prepared by a Licensed Civil Engineer and submitted for review and acceptance prior to issuance of a Precise Grading or Building permit.</p> <p>BMPs in the WQMP shall be designed in accordance with the Municipal NPDES Permit, Model WQMP, DAMP, and City of Huntington Beach LIP. As noted in the Specific Plan, all development projects shall include site design and source control BMPs in the project WQMP. Additionally, new development or significant redevelopment projects and priority projects shall include LID principles to reduce runoff to a level consistent with the maximum extent practicable and treatment control BMPs in the WQMP.</p> <p>If permanent dewatering is required and allowed by the City, OCWD, and other regulatory agencies, the Applicant shall include a description of the dewatering technique, discharge location, discharge quantities, chemical characteristics of discharged water, operations and maintenance plan, and WQMP number for proof of coverage under the De Minimus Threat General Permit or copy of the individual WDR in the WQMP. Additionally, the WQMP shall incorporate any additional BMPs as required by the City Public Works Department.</p> <p>The WQMP shall include the following additional requirements:</p> <p><u>Project and Site Characterization Requirements</u></p> <ul style="list-style-type: none"> <li>■ Entitlement Application numbers and site address shall be included on the title sheet of the WQMP</li> <li>■ In the project description section, explain whether proposed use</li> </ul>	<p>Water Quality Management Plan</p>	<p>Prior to receiving a precise grading permit</p>	<p>Review and approve Water Quality Management Plan</p>	<p>Public Works</p>		

ATTACHMENT NO. 3.25

Mitigation Measure	Implementation Documentation	Timing	Monitoring Activity	Responsible Monitor	Compliance Verification Signature	Date
<p>Includes onsite food preparation, eating areas (if not please state), outdoor activities to be expected, vehicle maintenance, service, washing cleaning (if prohibited onsite, please state)</p> <ul style="list-style-type: none"> <li>■ All potential pollutants of concern for the proposed project land use type as per Table 7.11-1 of the Orange County Model Water Quality Management Plan shall be identified</li> <li>■ A narrative describing how all potential pollutants of concern will be addressed through the implementation of BMPs and describing how site design BMP concepts will be considered and incorporated into the project design shall be included</li> <li>■ Existing soil types and estimated percentages of perviousness for existing and proposed conditions shall be identified</li> <li>■ In Section I of the WQMP, state verbatim the Development Requirements from the Planning Department's letter to the Applicant</li> <li>■ A site plan showing the location of the selected treatment control BMPs and drainage areas shall be included in the WQMP</li> <li>■ A Geotechnical Report shall be submitted to address site conditions for determination of infiltration limitations and other pertinent characteristics.</li> </ul> <p><u>Project-Based Treatment Control BMPs</u></p> <ul style="list-style-type: none"> <li>■ Infiltration-type BMPs shall not be used unless the Geotechnical Report states otherwise. Depth to seasonal high groundwater is determined to provide at least a 10-foot clearance between the bottom of the BMP and top of the water table. It is expected that infiltration BMPs may be feasible between Holland Drive and Ulita Drive, however, a Geotechnical investigation must be conducted to ensure sufficient properties</li> <li>■ Wet swales and grassed channels shall not be used because of the slow infiltration rates of project site soils, the potentially shallow depth to groundwater, and water conservation needs</li> <li>■ If proprietary Structural Treatment Control devices are used, they shall be sited and designed in compliance with the manufacturers design criteria</li> <li>■ Surface exposed treatment control BMPs shall be selected such that standing water drains or evaporates within 24 hours or as required by the County's vector control</li> <li>■ Excess stormwater runoff shall bypass the treatment control BMPs unless they are designed to handle the flow rate or volume from a 100-year storm event without reducing effectiveness. Effectiveness of any treatment control BMP for removing the pollutants of concern shall be documented via analytical models or existing studies on effectiveness.</li> <li>■ The project WQMP shall incorporate water efficient landscaping using drought tolerant, native plants in accordance with Landscape and</li> </ul>						

ATTACHMENT NO. 3.26

Mitigation Measure	Implementation Documentation	Timing	Monitoring Activity	Responsible Monitor	Compliance Verification Signature	Date
<p>Irrigation Plans as set forth by the Association (see below)</p> <ul style="list-style-type: none"> <li>■ Pet waste stations (stations that provide waste pick-up bags and a convenient disposal container protected from precipitation) shall be provided and maintained</li> <li>■ Building materials shall minimize exposure of bare metals to stormwater. Copper or Zinc roofing materials, including downspouts, shall be prohibited. Bare metal surfaces shall be painted with non-lead-containing paint</li> </ul> <p>The following BMPs shall not be used because they have not been shown to be effective in many situations. Therefore, unless sufficient objective studies and review are available and supplied with the WQMP to correctly size devices and to document expected pollutant removal rates the WQMP shall not include:</p> <ul style="list-style-type: none"> <li>■ Hydrodynamic separator type devices as a BMP for removing any pollutant except trash and gross particulates</li> <li>■ Oil and Grit separators</li> <li>■ Any Applicant proposing development in the Specific Plan Area is encouraged to consider the following BMPs: <ul style="list-style-type: none"> <li>■ Sand filters or other filters (including media filters) for rooftop runoff</li> <li>■ Dry swales. A dry swale treatment system could be used if sufficient area, slope gradient, and length of swale could be incorporated into the project design. Dry swales could remove substantial amounts of nutrients, suspended solids, metals, and petroleum hydrocarbons</li> <li>■ Other proprietary treatment devices (if supporting documentation is provided)</li> </ul> </li> </ul> <p><u>Non-Structural BMPs</u></p> <p>The WQMP shall include the following operations and maintenance BMPs under the management of a Homeowners/Business Association (Association), where applicable. The Association shall fund and implement an operational and maintenance program that includes the following:</p> <ul style="list-style-type: none"> <li>■ The Association shall dictate minimum landscape maintenance standards and tree trimming requirements for the total project site. Landscape maintenance shall be performed by a qualified landscape maintenance company or individual in accordance with a Chemical Management Plan detailing application methods, chemical handling procedures, and worker training. Pesticide application shall be performed by a certified applicator. No chemicals shall be stored on-site unless in a covered and contained area and in accordance with an approved Materials Management Plan. Application rates shall not exceed labeled rates for pesticides, and shall not exceed soil test rates for nutrients. Slow release fertilizers shall be used to prevent excessive</li> </ul>						

ATTACHMENT NO. 3.27

Mitigation Measure	Implementation Documentation	Timing	Monitoring Activity	Responsible Monitor	Compliance Verification Signature	Date
<ul style="list-style-type: none"> <li>■ nutrients in stormwater or irrigation runoff.</li> <li>■ The Association shall have the power and duty to establish, oversee, guide, and require proper maintenance and tree trimming procedures per the ANSI A-300 Standards as established by the International Society of Arborist. The Association shall require that all trees be trimmed by or under the direct observation/direction of a licensed/certified Arborist for the entire area. The Association shall establish minimum standards for maintenance for the total community, and establish enforcement thereof for the total community. The Association shall rectify problems arising from incorrect tree trimming, chemical applications, and other maintenance within the total community.</li> <li>■ Landscape irrigation shall be performed in accordance with an Irrigation Management Plan to minimize excess irrigation contributing to dry- and wet-weather runoff. Automated sprinklers shall be used and be inspected at least quarterly and adjusted yearly to minimize potential excess irrigation flows. Landscape irrigation maintenance shall be performed in accordance with the approved irrigation plans, the City Water Ordinance and per the City Arboricultural and Landscape Standards and Specifications.</li> <li>■ Proprietary stormwater treatment systems maintenance shall be in accordance with the manufacturer's recommendations. If a nonproprietary treatment system is used, maintenance shall be in accordance with standard practices as identified in the current CASQA (2003) handbooks, operations and maintenance procedures outlined in the approved WQMP, City BMP guidelines, or other City-accepted guidance.</li> <li>■ Signage, enforcement of pet waste controls, and public education would improve use and compliance, and therefore, effectiveness of the program, and reduce the potential for hazardous materials and other pollution in stormwater runoff. The Association shall prepare and install appropriate signage, disseminate information to residents and retail businesses, and include pet waste controls (e.g., requirements for pet waste clean up, pet activity area restrictions, pet waste disposal restrictions) in the Association agreement/Conditions, Covenants, and Restrictions.</li> <li>■ Street sweeping shall be performed at an adequate frequency to prevent build up of pollutants (see <a href="http://www.fhwa.dot.gov/environment/ultraurb/">http://www.fhwa.dot.gov/environment/ultraurb/</a> for street sweeping effectiveness).</li> <li>■ The Association shall develop a maintenance plan for BMPs and facilities identifying responsible parties and maintenance schedules and appropriate BMPs to minimize discharges of contaminants to storm drain systems during maintenance operations.</li> <li>■ Reporting requirements: the Association shall prepare an annual report</li> </ul>						

ATTACHMENT NO. 3.28

Mitigation Measure	Implementation Documentation	Timing	Monitoring Activity	Responsible Monitor	Compliance Verification Signature	Date
<p>and submit the annual report to the City of Huntington Beach documenting the BMPs operations and maintenance conducted that year. The annual report shall also address the potential system deficiencies and corrective actions taken or planned.</p> <p><u>Site Design BMPs</u></p> <p>Any Applicant proposing development in the Specific Plan Area is required to incorporate LID principles as defined in the Municipal NPDES Permit and is encouraged to consider the following BMPs, if allowed in accordance with the Geotechnical Report and limitations on infiltration BMPs:</p> <ul style="list-style-type: none"> <li>■ Use of porous concrete or asphalt (if acceptable to the Geotechnical Engineer and where infiltration will not adversely affect groundwater) or other pervious pavement for driveways, paths, sidewalks, and courtyards/open space areas, to the maximum extent practicable, would reduce pollutants in stormwater runoff as well as provide some detention within the material void<sup>1</sup> space. If porous paver blocks are used, they shall be adequately maintained to provide continued porosity (effectiveness)</li> <li>■ Incorporation of rain gardens or cisterns to reuse runoff for landscape irrigation</li> <li>■ Green roofs to reduce runoff and treat roof pollutants</li> </ul> <p>Site design and landscape planning to group water use requirements for efficient irrigation</p>	Groundwater Hydrology Study	Prior to issuance of a precise grading permit	Review and approve Groundwater Hydrology Study, if necessary	Public Works		
<p><b>MM4-7-2</b> The City of Huntington Beach shall require that any Applicant prepare a Groundwater Hydrology Study to determine the lateral transmissivity of area soils and a safe pumping yield such that dewatering activities do not interfere with nearby water supplies. The Groundwater Hydrology Study shall make recommendations on whether permanent groundwater dewatering is feasible within the constraints of a safe pumping level. The Applicant's engineer of record shall incorporate the Hydrology Study designs and recommendations into project plans. If safe groundwater dewatering is determined to not be feasible, permanent groundwater dewatering shall not be implemented. The City Director of Public Works, OCWD, and other regulatory agencies shall approve or disapprove any permanent groundwater dewatering based on the Groundwater Hydrology Study and qualified Engineers' recommendations.</p>						

<sup>1</sup> Void space is the empty space between individual particles.  
Attachment No. 2 – Mitigation Monitoring Program  
13

Mitigation Measure	Implementation Documentation	Timing	Monitoring Activity	Responsible Monitor	Compliance Verification Signature	Date
<p><b>MM4.7.3</b> The City of Huntington Beach shall require that the Applicant's Licensed Civil Engineer for each site-specific development prepare a Hydrology and Hydraulic Study to identify the effects of potential stormwater runoff from the specific development on the existing storm drain flows for the 10-, 25-, and 100-year design storm events. The Hydrology and Hydraulic Study shall identify existing runoff and proposed runoff. In addition to existing storm drain system capacity at the development site discharge location to the nearest down-gradient main junction. The Applicant shall design site drainage and document that the proposed development would not increase peak storm event flows over existing conditions for the design storm events. The final site plan shall not exceed an impervious fraction of 0.9, unless sufficient retention is incorporated into the site design to accommodate excess runoff. The Hydrology and Hydraulic Study shall also incorporate all current adopted Municipal NPDES Permit requirements for stormwater flow calculations and retention/detention features in effect at the time of review.</p>	<p>Hydrology and Hydraulics Study</p> <p>Precise final grading and street improvement plans and studies</p>	<p>Prior to issuance of a precise grading permit</p> <p>Following grading, excavation, and installation of utilities</p>	<p>Review and approve Hydrology and Hydraulics Study</p> <p>Inspect improvements; verify implementation per approved plans</p>	<p>Public Works</p> <p>Public Works</p>	<p>_____</p> <p>_____</p>	<p>_____</p> <p>_____</p>
<p><b>MM4.7.4</b> The City of Huntington Beach shall require that adequate capacity in the storm drain system is demonstrated from the specific development site discharge location to the nearest main channel to accommodate discharges from the specific development. If capacity is demonstrated as adequate, no upgrades will be required. If capacity is not adequate, the City of Huntington Beach shall identify corrective action(s) required by the specific development Applicant to ensure adequate capacity. Corrective action could include, but is not limited to:</p> <ul style="list-style-type: none"> <li>■ Construction of new storm drains, as identified in the MPD or based on the Hydrology and Hydraulic Study, if the Hydrology and Hydraulic Study identifies greater impacts than the MPD</li> <li>■ Improvement of existing storm drains, as identified in the MPD or based on the Hydrology and Hydraulic Study, if the Hydrology and Hydraulic Study identifies greater impacts than the MPD</li> <li>■ In-lieu fees to implement system-wide storm drain infrastructure improvements</li> <li>■ Other mechanisms as determined by the City Department of Public Works.</li> <li>■ For nonresidential areas, if redevelopment would result in an impervious fraction of less than 0.9 and does not increase the directly connected impervious area compared to existing conditions, runoff is expected to remain the same or less than as assessed in the MPD and only MPD improvements would be required.</li> </ul> <p>Because some storm drain system constraints may be located far downgradient from the actual development site, several properties may serve to contribute to system capacity constraints. Therefore, the City Department of Public Works shall assess each site development and system characteristics to identify the best method for achieving adequate</p>	<p>Hydrology and Hydraulics Study</p>	<p>Prior to issuance of a precise grading permit</p>	<p>Review and approve Hydrology and Hydraulics Study</p>	<p>Public Works</p>	<p>_____</p>	<p>_____</p>

ATTACHMENT NO. 3.30

Mitigation Measure	Implementation Documentation	Timing	Monitoring Activity	Responsible Monitor	Compliance Verification Signature	Date
<p><b>Mitigation Measure</b></p> <p>capacity in the storm drain system. Drainage assessment fees/districts to improve/implement storm drains at downstream locations or where contributing areas are large are enforced through <i>Municipal Code</i> (Section 14.20).</p> <p>The City Department of Public Works shall review the Hydrology and Hydraulic Study and determine required corrective action(s) or if a waiver of corrective action is applicable. The site-specific development Applicant shall incorporate required corrective actions into their project design and/or plan. Prior to receiving a Certificate of Occupancy or final inspection, the City Department of Public Works shall ensure that required corrective action has been implemented.</p>	<p>Contract language and notes on grading and building plans</p>	<p>Plan check prior to issuance of a grading permit</p>	<p>Review and approve grading plans and building plans for inclusion</p> <p>Periodic field check</p>	<p>Planning</p> <p>Planning</p>	<p>_____</p> <p>_____</p>	<p>_____</p> <p>_____</p>
<p><b>MM4.9-1</b> Project applicants shall require by contract specifications that the following construction best management practices (BMPs) be implemented by contractors to reduce construction noise levels:</p> <ul style="list-style-type: none"> <li>■ Two weeks prior to the commencement of construction, notification must be provided to surrounding land uses within 300 feet of a project site disclosing the construction schedule, including the various types of activities that would be occurring throughout the duration of the construction period</li> <li>■ Ensure that construction equipment is properly muffled according to industry standards and be in good working condition</li> <li>■ Place noise-generating construction equipment and locate construction staging areas away from sensitive uses, where feasible</li> <li>■ Schedule high noise-producing activities between the hours of 8:00 A.M. and 5:00 P.M. to minimize disruption on sensitive uses, Monday through Saturday. Schedule pile-driving activities between the hours of 8:00 A.M. and 4:00 P.M. on Mondays through Fridays only.</li> <li>■ Implement noise attenuation measures, which may include, but are not limited to, temporary noise barriers or noise blankets around stationary construction noise sources</li> <li>■ Use electric air compressors and similar power tools rather than diesel equipment, where feasible</li> <li>■ Construction-related equipment, including heavy-duty equipment, motor vehicles, and portable equipment, shall be turned off when not in use for more than 10 minutes</li> <li>■ Construction hours, allowable workdays, and the phone number of the job superintendent shall be clearly posted at all construction entrances to allow for surrounding owners and residents to contact the job superintendent. If the City or the job superintendent receives a complaint, the superintendent shall investigate, take appropriate corrective action, and report the action taken to the reporting party.</li> </ul>						

ATTACHMENT NO. 3.31

Mitigation Measure	Implementation Documentation	Timing	Monitoring Activity	Responsible Monitor	Compliance Verification Signature	Date
Contract specifications shall be included in the proposed project construction documents, which shall be reviewed by the City prior to issuance of a grading permit.						
<b>MM4.9-2</b> Project applicants shall require by contract specifications that construction staging areas along with the operation of earthmoving equipment within the project area would be located as far away from vibration and noise sensitive sites as possible. Contract specifications shall be included in the proposed project construction documents, which shall be reviewed by the City prior to issuance of a grading permit.	Contract language and notes on grading plans and building plans	Prior to issuance of a grading permit	Review and approve grading plans and building plans for inclusion	Planning		
<b>MM4.9-3</b> Project applicants shall require by contract specifications that heavily loaded trucks used during construction would be routed away from residential streets. Contract specifications shall be included in the proposed project construction documents, which shall be reviewed by the City prior to issuance of a grading permit.	Contract language and notes on grading plans and building plans	Prior to issuance of a grading permit	Review and approve grading plans and building plans for inclusion	Planning		
<b>MM4.9-4</b> Project applicants shall provide proper shielding for all new HVAC systems used by the proposed residential and mixed-use buildings to achieve a noise attenuation of 15 dBA at 50 feet from the equipment.	Contract language and notes on building plans	Prior to issuance of a building permit	Review and approve building plans for inclusion	Planning		
<b>MM4.9-5</b> Prior to issuance of building permits, project applicants shall submit an acoustical study for each development, prepared by a certified acoustical engineer. Should the results of the acoustical study indicate that that exterior (e.g., patios and balconies) and interior noise levels would exceed the standards set forth in the City of Huntington Beach Municipal Code Sections 8.40.050 through 8.40.070, the project applicant shall include design measures that may include acoustical paneling or walls to ensure that noise levels do not exceed City standards. Final project design shall incorporate special design measures in the construction of the residential units, if necessary.	Acoustical Study	Prior to issuance of building permits	Review and approve Acoustical Study	Planning		
<b>MM4.11-1</b> Subject to the City's annual budgetary process, which considers available funding and the staffing levels needed to provide acceptable response time for fire and police services, the City shall provide sufficient funding to maintain the City's standard, average level of service through the use of General Fund monies.	Budget sufficiently to maintain standard level of fire and police protection	Prior to issuance of building permits	Confirm service levels	Police Fire		
<b>MM4.13-1</b> For future projects that occur within the Specific Plan area, the project applicant(s) shall make a fair share contribution for the addition of a separate westbound right turn lane to the intersection of Beach Boulevard at Warner Avenue. Implementation of this improvement would require Caltrans approval.	Proof of fair share payment	Prior to issuance of certificate of occupancy	Confirm payment	Public Works		

ATTACHMENT NO. 3.32

Mitigation Measure	Implementation Documentation	Timing	Monitoring Activity	Responsible Monitor	Compliance Verification Signature	Date
<b>MM4.13-2</b> For future projects that occur within the Specific Plan area, the project applicant(s) shall make a fair share contribution for the addition of dual northbound and southbound left turn lanes to the intersection of Beach Boulevard at Garfield Avenue. Implementation of this improvement would require Caltrans approval.	Proof of fair share payment	Prior to issuance of certificate of occupancy	Confirm payment	Public Works		
<b>MM4.13-3</b> For future projects that occur within the Specific Plan area, the project applicant(s) shall make a fair share contribution for the addition of a fourth northbound through lane to the intersection of Brookhurst Street at Adams Avenue.	Proof of fair share payment	Prior to issuance of certificate of occupancy	Confirm payment	Public Works		
<b>MM4.13-4</b> For future projects that occur within the Specific Plan area, the project applicant(s) shall make a fair share contribution for the addition of a separate northbound right turn lane to the intersection of Brookhurst Street at Adams Avenue.	Proof of fair share payment	Prior to issuance of certificate of occupancy	Confirm payment	Public Works		
<b>MM4.13-5</b> For future projects that occur within the Specific Plan area, the project applicant(s) shall make a fair share contribution for the addition of a fourth southbound through lane to the intersection of Brookhurst Street at Adams Avenue.	Proof of fair share payment	Prior to issuance of certificate of occupancy	Confirm payment	Public Works		
<b>MM4.13-6</b> For future projects that occur within the Specific Plan area, the project applicant(s) shall make a fair share contribution for the addition of a fourth eastbound through lane to the intersection of Brookhurst Street at Adams Avenue.	Proof of fair share payment	Prior to issuance of certificate of occupancy	Confirm payment	Public Works		
<b>MM4.13-7</b> For future projects that occur within the Specific Plan area, the project applicant(s) shall make a fair share contribution for the addition of a fourth westbound through lane to the intersection of Brookhurst Street at Adams Avenue.	Proof of fair share payment	Prior to issuance of certificate of occupancy	Confirm payment	Public Works		
<b>MM4.13-8</b> For future projects that occur within the Specific Plan area, the project applicant(s) shall make a fair share contribution to allow a right turn overlap for a westbound right turn at the intersection of Brookhurst Street at Adams Avenue.	Proof of fair share payment	Prior to issuance of certificate of occupancy	Confirm payment	Public Works		
<b>MM4.13-9</b> For future projects that occur within the Specific Plan area, the project applicant(s) shall make a fair share contribution to allow a right turn overlap for a northbound right turn at the intersection of Brookhurst Street at Adams Avenue.	Proof of fair share payment	Prior to issuance of certificate of occupancy	Confirm payment	Public Works		
<b>MM4.13-10</b> For future projects that occur within the Specific Plan area, the project applicant(s) shall make a fair share contribution for the addition of a fourth northbound through lane to the intersection of Beach Boulevard at Edinger Avenue. Implementation of this improvement would require Caltrans approval.	Proof of fair share payment	Prior to issuance of certificate of occupancy	Confirm payment	Public Works		

Mitigation Measure	Implementation Documentation	Timing	Monitoring Activity	Responsible Monitor	Compliance Verification Signature	Date
MM4.13-11 For future projects that occur within the Specific Plan area, the project applicant(s) shall make a fair share contribution for the addition of a third westbound through lane to the intersection of Beach Boulevard at Edinger Avenue. Implementation of this improvement would require Caltrans approval.	Proof of fair share payment	Prior to issuance of certificate of occupancy	Confirm payment	Public Works		
MM4.13-12 For future projects that occur within the Specific Plan area, the project applicant(s) shall make a fair share contribution for the addition of a separate southbound right turn lane to the intersection of Beach Boulevard at Bolsa Avenue. Implementation of this improvement would require Caltrans and City of Westminster approvals.	Proof of fair share payment	Prior to issuance of certificate of occupancy	Confirm payment	Public Works		
MM4.13-13 For future projects that occur within the Specific Plan area, the project applicant(s) shall make a fair share contribution for the addition of a second westbound left turn lane to the intersection of Beach Boulevard at Talbert Avenue. Implementation of this improvement would require Caltrans approval.	Proof of fair share payment	Prior to issuance of certificate of occupancy	Confirm payment	Public Works		
MM4.13-14 For future projects that occur within the Specific Plan area, the project applicant(s) shall make a fair share contribution for the addition of a de facto westbound right turn lane to the intersection of Beach Boulevard at Talbert Avenue. Implementation of this improvement would require Caltrans approval.	Proof of fair share payment	Prior to issuance of certificate of occupancy	Confirm payment	Public Works		
MM4.13-15 For future projects that occur within the Specific Plan area, the project applicant(s) shall make a fair share contribution for the conversion of a separate westbound right turn lane to a de facto right turn lane at the intersection of Newland Street at Warner Avenue.	Proof of fair share payment	Prior to issuance of certificate of occupancy	Confirm payment	Public Works		
MM4.13-16 For future projects that occur within the Specific Plan area, the project applicant(s) shall make a fair share contribution for the addition of a third westbound through lane to the intersection of Newland Street at Warner Avenue.	Proof of fair share payment	Prior to issuance of certificate of occupancy	Confirm payment	Public Works		
MM4.13-17 For future projects that occur within the Specific Plan area, the project applicant(s) shall make a fair share contribution for the addition of a separate southbound right turn lane to the intersection of Beach Boulevard at McFadden Avenue. Implementation of this improvement would require Caltrans and City of Westminster approvals.	Proof of fair share payment	Prior to issuance of certificate of occupancy	Confirm payment	Public Works		
MM4.13-18 For future projects that occur within the Specific Plan area, the project applicant(s) shall make a fair share contribution for the addition of a separate northbound right turn lane to the intersection of Beach Boulevard at McFadden Avenue. Implementation of this improvement would require Caltrans and City of Westminster approvals.	Proof of fair share payment	Prior to issuance of certificate of occupancy	Confirm payment	Public Works		
MM4.14-1 The components of future projects in the Specific Plan area shall incorporate the following measures to ensure that conservation and efficient water use practices are implemented per project. Project proponents, as applicable, shall:	Notes on construction plans and conditions, covenants and restrictions (CC&Rs).	Prior to issuance of building permits.	Review and approve building plans for inclusion	Public Works		

Mitigation Measure	Implementation Documentation as applicable	Timing	Monitoring Activity	Responsible Monitor	Compliance Verification Signature	Date
<ul style="list-style-type: none"> <li>■ Require employees to report leaks and water losses immediately and shall provide information and training as required to allow for efficient reporting and follow up.</li> <li>■ Educate employees about the importance and benefits of water conservation.</li> <li>■ Create water conservation suggestion boxes, and place them in prominent areas.</li> <li>■ Install signs in restrooms and cafeterias that encourage water conservation.</li> <li>■ Assign an employee to evaluate water conservation opportunities and effectiveness.</li> <li>■ Develop and implement a water management plan for its facilities that includes methods for reducing overall water use.</li> <li>■ Conduct a water use survey to update current water use needs. (Processes and equipment are constantly upgrading, thus changing the need for water in some areas.)</li> <li>■ Repair leaks. Check the water supply system for leaks and turn off unnecessary flows.</li> <li>■ Utilize water-efficient irrigation systems and drought tolerant plant palette and insure that sprinklers are directing water to landscape areas, and not to parking lots, sidewalks or other paved areas.</li> <li>■ Adjust the irrigation schedule for seasonal changes.</li> <li>■ Install low-flow or waterless fixtures in public and employee restrooms.</li> <li>■ Instruct cleaning crews to use water efficiently for mopping.</li> <li>■ Use brooms, squeegees, and wet/dry vacuums to clean surfaces before washing with water; do not use hoses as brooms. Sweep or blow paved areas to clean, rather than hosing off (applies outside, not inside).</li> <li>■ Avoid washing building exteriors or other outside structures.</li> <li>■ Sweep and vacuum parking lots/sidewalks/window surfaces rather than washing with water.</li> <li>■ Switch from "wet" carpet cleaning methods, such as steam, to "dry," powder methods. Change window-cleaning schedule from "periodic" to "as required."</li> <li>■ Set automatic optic sensors on icemakers to minimum fill levels to provide lowest possible daily requirement. Ensure units are air-cooled and not water-cooled.</li> <li>■ Control the flow of water to the garbage disposal</li> <li>■ Install and maintain spray rinsers for pot washing and reduce flow of spray rinsers for prewash</li> </ul>	as applicable	Prior to final inspection	Field Check	Public Works		

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Mitigation Measure	Implementation Documentation	Timing	Monitoring Activity	Responsible Monitor	Compliance Verification Signature	Date
<ul style="list-style-type: none"> <li>■ Turn off dishwashers when not in use – wash only full loads</li> <li>■ Scrape rather than rinse dishes before washing</li> <li>■ Operate steam tables to minimize excess water use</li> <li>■ Discontinue use of water softening systems where possible</li> <li>■ Ensure water pressure and flows to dishwashers are set a minimum required setting</li> <li>■ Install electric eye sensors for conveyor dishwashers</li> <li>■ Retrofit existing flushometer (tankless) toilets with water-saving diaphragms and coordinate automatic systems with work hours so that they don't run continuously</li> <li>■ Use a shut-off nozzle on all hoses that can be adjusted down to a fine spray so that water flows only when needed.</li> <li>■ Install automatic rain shutoff device on sprinkler systems</li> <li>■ Launder hotel linens per room by request or after vacancy</li> </ul>						
<p><b>MM4.14-2</b> The City of Huntington Beach shall require that adequate capacity in the wastewater collection system is demonstrated from the specific development site discharge location to the nearest OCSD main or trunk line to accommodate discharges from the specific development project. If capacity is demonstrated as adequate, no upgrades will be required. If capacity is not adequate, the City of Huntington Beach shall identify corrective action(s) required by the specific development Applicant to ensure adequate capacity. Corrective action could include, but is not limited to:</p> <ul style="list-style-type: none"> <li>■ Upsize new sewer pipes, as identified in sewer analysis (CR4.14-3)</li> <li>■ Discharge assessment fees/districts to upsize sewer lines at downstream locations or where contributing areas are large</li> <li>■ In-lieu fees to implement system-wide wastewater collection infrastructure improvements</li> <li>■ Other mechanisms as determined by the City Department of Public Works.</li> </ul> <p>Because some wastewater collection system constraints may be located far down gradient from the actual development site, several properties may serve to contribute to system capacity constraints. Therefore, the City Department of Public Works shall assess each development and system characteristics to identify the best method for achieving adequate capacity in the wastewater collection system.</p> <p>The City of Huntington Beach Department of Public Works shall review the sewer analysis and determine required corrective action(s) or if a waiver of corrective action is applicable. The site-specific development Applicant shall incorporate required corrective actions into their project design and/or plan. Prior to Final Inspection, the City Department of Public Works shall ensure that required corrective action has been implemented.</p>	<p>Sewer capacity analysis</p> <p>Infrastructure and Improvement Plans</p>	<p>Prior to issuance of building permits</p>	<p>Review and approve Sewer capacity analysis</p> <p>Field Check, if corrective action necessary</p>	<p>Public Works</p> <p>Public Works</p>		

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Mitigation Measure	Implementation Documentation	Timing	Monitoring Activity	Responsible Monitor	Compliance Verification Signature	Date
<p><b>MM4.15-1</b> The City shall require by contract specifications that all diesel-powered equipment used would be retrofitted with after-treatment products (e.g., engine catalysts and other technologies available at the time construction commences) to the extent that they are readily available and cost effective when construction activities commence. Contract specifications shall be included in the proposed project construction documents, which shall be approved by the City of Huntington Beach.</p>	<p>Contract language and notes on grading plans and construction plans</p>	<p>Plan check prior to issuance of a grading permit</p>	<p>Review and approve grading plans and building plans for inclusion</p>	<p>Planning</p>		
<p><b>MM4.15-2</b> The City shall require by contract specifications that alternative fuel construction equipment (i.e., compressed natural gas, liquid petroleum gas, and unleaded gasoline) would be utilized to the extent feasible at the time construction activities commence. Contract specifications shall be included in the proposed project construction documents, which shall be approved by the City of Huntington Beach.</p>	<p>Contract language and notes on grading plans and construction plans</p>	<p>Plan check prior to issuance of a grading permit</p>	<p>Review and approve grading plans and building plans for inclusion</p>	<p>Planning</p>		
<p><b>MM4.15-3</b> The City shall require by contract specifications that developers within the project site use locally available building materials, to the extent feasible, such as concrete, stucco, and interior finishes, for construction of the project and associated infrastructure.</p>	<p>Contract language and notes on construction plans</p>	<p>Plan check prior to issuance of a building permit</p>	<p>Review and approve building plans for inclusion</p>	<p>Planning</p>		
<p><b>MM4.15-4</b> The City shall require developers within the project site to establish a construction management plan with Rainbow Disposal to divert a target of 50 percent of construction, demolition, and site cleaning waste.</p>	<p>Contract language and notes on grading plans and construction plans</p>	<p>Plan check prior to issuance of a grading or building permit, which occurs earlier</p>	<p>Review and approve grading plans and building plans for inclusion</p>	<p>Planning</p>		
<p><b>MM4.15-5</b> The City shall require by contract specifications that construction equipment engines will be maintained in good condition and in proper tune per manufacturer's specification for the duration of construction. Contract specifications shall be included in the proposed project construction documents, which shall be approved by the City of Huntington Beach.</p>	<p>Contract language and notes on grading plans and construction plans</p>	<p>Plan check prior to issuance of a grading permit</p>	<p>Review and approve grading plans and building plans for inclusion</p>	<p>Planning</p>		
<p><b>MM4.15-6</b> The City shall require by contract specifications that construction-related equipment, including heavy-duty equipment, motor vehicles, and portable equipment, shall be turned off when not in use for more than five minutes. Diesel-fueled commercial motor vehicles with gross vehicular weight ratings of greater than 10,000 pounds shall be turned off when not in use for more than five minutes. Contract specifications shall be included in the proposed project construction documents, which shall be approved by the City of Huntington Beach.</p>	<p>Contract language and notes on grading plans and construction plans</p>	<p>Plan check prior to issuance of a grading permit</p>	<p>Review and approve grading plans and building plans for inclusion</p>	<p>Planning</p>		

Mitigation Measure	Implementation Documentation	Timing	Monitoring Activity	Responsible Monitor	Compliance Verification Signature	Date
<p><b>MM4.15-9</b> The City shall require that any new development within the project site provide a bulletin board or kiosk in the lobby of each proposed structure that identifies the locations and schedules of nearby transit opportunities.</p>	<p>Contract language and notes on construction plans</p>	<p>Plan check prior to issuance of certificate of occupancy</p>	<p>Review and approve building plans for inclusion</p>	<p>Planning</p>	<p>_____</p>	<p>_____</p>