



SUPPLEMENTAL AGENDA*

Donald P. Wagner
Mayor

Christina Shea
Mayor Pro Tempore

Melissa Fox
Councilmember

Jeffrey Lalloway
Councilmember

Lynn Schott
Councilmember

CITY COUNCIL REGULAR MEETING

**November 13, 2018
4:00 PM**

**Conference and Training Center
One Civic Center Plaza
Irvine, CA 92606**

*** NOTE: ITEMS WITH AN ASTERISK (*) INCLUDE THE FOLLOWING CHANGES TO THE MEETING AGENDA ORIGINALLY PUBLISHED ON NOVEMBER 1, 2018:**

- 1. AGENDA ITEM NO. 3.7 - ADDED**
- 2. AGENDA ITEM NO. 4.3 - ADDED**

Speaker's Card/Request to Speak: If you would like to address the City Council on a scheduled agenda item – including a Consent Calendar item, a Regular Council Business item, a Public Hearing item, or Public Comments – please complete the [Request to Speak Form](#). The card is at the table at the entrance to the City Council Chamber. Please identify on the card your name and the item on which you would like to speak and return to the City Clerk. The [Request to Speak Form](#) assists the Mayor in ensuring that all persons wishing to address the City Council are recognized. It also ensures the accurate identification of meeting participants in the City Council minutes. Your name will be called at the time the matter is heard by the City Council. City policy is to limit public testimony to up to three minutes per speaker depending on relevant circumstances (unless the time limit is extended by the Mayor), which includes the presentation of electronic or audio visual information. Speakers may not yield their time to other persons.

Please take notice that the order of scheduled agenda items below and/or the time they are actually heard, considered and decided may be modified by the Mayor or the City Council during the course of the meeting, so please stay alert.

CALL TO ORDER

ROLL CALL

Scan this QR code for an electronic copy
of the City Council Agenda and staff
reports.



1. CLOSED SESSION

- 1.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Government Code § 54956.8); Property: APN No. 58076135; Agency Negotiators: John Russo, City Manager; Pete Carmichael, Director of Community Development/Interim Director, Orange County Great Park; Chris Koster, Manager of Great Park Planning & Development; Kaitlyn Nguyen, Manager, Economic Development; Wil Soholt, Kosmont Companies; and Allison Lemoine-Bui, Rutan & Tucker; Negotiating Parties: City of Irvine; Wild Rivers Irvine, LLC; and EPR Irvine, LLC; Under Negotiation: Price and Terms of Payment**

- 1.2 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION: Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: one potential case**

- 1.3 CONFERENCE WITH REAL PROPERTY NEGOTIATORS: (Gov Code § 54956.8); Property: Approximately 3.19 acre property at 17353 Derian Ave; Agency Negotiators: Marianna Marysheva, Assistant City Manager; Laurie Hoffman, Director of Community Services; Pete Carmichael, Director of Community Development/Interim Director, Orange County Great Park; and Darlene Nicandro, Project Development Administrator; Negotiating Parties: City of Irvine and Group Effort 6 LLC; Under Negotiation: Price and Terms of Payment**

- 1.4 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1) – Mary Ann Gaido v. Molly McLaughlin, City Clerk of the City of Irvine, Neal Kelley, Orange County Registrar of Voters, et al., Orange County Superior Court Case No. 30-2018-00972013-CU-JR-CJC**

RECONVENE TO THE CITY COUNCIL MEETING

PLEDGE OF ALLEGIANCE

INVOCATION

2. PRESENTATIONS

- 2.1 Proclaim November 11-17, 2018 as California Association for Nurse Practitioners’ “National Nurse Practitioner Week.”**

CITY MANAGER'S REPORT

ANNOUNCEMENTS/COMMITTEE REPORTS/COUNCIL REPORTS

Announcements, Committee Reports and Council Comments are for the purpose of presenting brief comments or reports, are subject to California Government Code Section 54954.2 of the Brown Act and are limited to 15 minutes per meeting.

ADDITIONS AND DELETIONS

Additions to the agenda are limited by California Government Code Section 54954.2 of the Brown Act and for those items that arise after the posting of the Agenda and must be acted upon prior to the next City Council meeting.

3. CONSENT CALENDAR

All matters listed under Consent Calendar are considered by the City Manager to be routine and enacted by one roll call vote. There will be no discussion of these items unless members of the City Council request specific items to be removed from the Consent Calendar for separate discussion. Any member of the public may address the Council on items on the Consent Calendar. See information for Speaker’s Card/Request to Speak on first page.

3.1 MINUTES

ACTION:

Approve the minutes of a regular meeting of the Irvine City Council held on October 9, 2018.

3.2 PROCLAMATIONS/COMMENDATIONS

ACTION:

- 1) Ratify and commend Danielian Associates for its 50th Anniversary.
- 2) Proclaim November 24, 2018 as Women Impacting Public Policy’s “Small Business Saturday.”
- 3) Proclaim 2018 as Sea and Sage Audubon Society’s “Centennial Anniversary of the Migratory Bird Treaty Act, Year of the Bird.”

3.3 WARRANT AND WIRE TRANSFER RESOLUTION

ACTION:

Adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

3.4 FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING WITH CONCORDIA UNIVERSITY TO REDUCE THE MAXIMUM DAILY TRIP CAP

ACTION:

Authorize the Mayor, or his designee, to execute the First Amendment to the Memorandum of Understanding between the City of Irvine and Concordia University to reduce the maximum daily trip cap for the University from 4,732 trips per day to 4,678 trips per day.

3.5 NOTICE OF PENDING APPROVAL FOR TRACT MAPS IN ORCHARD HILLS AND THE GREAT PARK NEIGHBORHOODS (HERITAGE FIELDS EL TORO, LLC)

ACTION:

Receive and file.

3.6 SECOND READING OF ORDINANCE NO. 18-10 ADDING DIVISION 15 OF TITLE 1 OF THE IRVINE MUNICIPAL CODE - PUBLIC MEETINGS AND PUBLIC RECORDS, TO BE KNOWN AS THE IRVINE SUNSHINE ORDINANCE, AND MAKING CONFORMING MODIFICATIONS

ACTION:

Read by title only, second reading and adoption of ORDINANCE NO. 18-10 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ADDING DIVISION 15 OF TITLE 1 OF THE IRVINE MUNICIPAL CODE - PUBLIC MEETINGS AND PUBLIC RECORDS, TO BE KNOWN AS THE IRVINE SUNSHINE ORDINANCE, AND MAKING CONFORMING MODIFICATIONS TO CHAPTER 2-1 (GENERAL) OF DIVISION 2 OF TITLE 1, CHAPTER 2-2 (RULES OF ORDER) OF DIVISION 2 OF TITLE 1, CHAPTER 4-1 (IN GENERAL) OF DIVISION 4 OF TITLE 1; CHAPTER 4-2 (IN GENERAL) OF DIVISION 4 OF TITLE 1, DIVISION 13 (FINANCE COMMISSION) OF TITLE 2, DIVISION 3 (COMMUNITY SERVICES COMMISSION) OF TITLE 3, DIVISION 3 (PLANNING COMMISSION) OF TITLE 5, AND CHAPTER 9 (TRANSPORTATION COMMISSION) OF DIVISION 3 OF TITLE 6 OF THE IRVINE MUNICIPAL CODE

(Unless otherwise directed by a Member of the City Council, the vote at second reading will reflect the same vote as at first reading. However, if a Councilmember was absent at first reading, his or her vote cast at second reading will be reflected. If a Councilmember is not present at the second reading/adoption, the vote will be reflected as absent.)

3.7 * COMMUNITY PARTNERSHIP FUND GRANT NOMINATIONS

ACTION:

- 1) Approve Mayor Pro Tempore Shea's request for Community Partnership Fund Grant nomination to IvyMax Foundation in support of local program costs (\$1,000).
- 2) Approve Councilmember Lalloway's requests for Community Partnership Fund Grant nominations to the following organizations:
 - a. Chabad of Irvine in support of program costs (\$1,000)
 - b. Beckman High School Athletic Booster Club in support of the Cross Country program (\$2,000)
 - c. Velosport Cycling, Inc. in support of program costs (\$1,000)
- 3) Authorize the City Manager to prepare and sign the funding agreements listed in Actions 1 and 2.

4. COUNCIL BUSINESS

4.1 BOND ISSUANCE FOR REASSESSMENT DISTRICT NO. 05-21 GROUP FOUR

ACTION:

Adopt – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$27,995,000 AGGREGATE PRINCIPAL AMOUNT OF CITY OF IRVINE REASSESSMENT DISTRICT NO. 05-21 LIMITED OBLIGATION IMPROVEMENT BONDS, FIXED RATE SERIES, GROUP FOUR, APPROVING THE EXECUTION AND DELIVERY OF A FOURTH SUPPLEMENTAL INDENTURE AND A BOND PURCHASE AGREEMENT

4.2 BOMMER CANYON COMMUNITY PARK CATTLE CAMP REHABILITATION PROJECT

ACTION:

Receive staff presentation and provide input on the Park Design Modification for the Bommer Canyon Community Park Cattle Camp Rehabilitation Project.

4.3 * CONSIDERATION OF MAYOR WAGNER'S REQUEST FOR DISCUSSION OF A CITY OF IRVINE MATCHING REWARD IN THE AMOUNT OF \$5,000 TO THE ANTI-DEFAMATION LEAGUE, MATCHING THE REWARD BY THE ANTI-DEFAMATION LEAGUE FOR INFORMATION TO SOLVE A RECENT HATE CRIME

ACTION:

- 1) Approve Mayor Wagner’s request for a matching reward in the amount of \$5,000 to the Anti-Defamation League.
- 2) If approved, allocate \$5,000 to the Anti-Defamation League from the funds set aside for City Council from the Community Impact Grant as recommended by staff.

PUBLIC COMMENTS - Public comments will be heard at approximately 6:30 p.m. or prior to adjournment, whichever occurs earlier.

Any member of the public may address the City Council on items within the City Council’s subject matter jurisdiction but which are not listed on this agenda during Public Comments; however, no action may be taken on matters that are not part of the posted agenda. See information for Speaker’s Card/Request to Speak on the first page.

ADJOURNMENT

NOTICE TO THE PUBLIC

LIVE BROADCASTING AND REBROADCASTING

Regular City Council meetings are broadcast live every 2nd and 4th Tuesday of the month at 4 p.m. and are replayed on Tuesdays at 4 p.m. (in weeks in which there is not a live City Council meeting), Sundays at 11 a.m., Wednesdays at 7 p.m., and Thursdays at 10 a.m. until the next City Council meeting. All broadcasts can be viewed on Cox Communications Local Access Channel 30 and U-Verse Channel 99. City Council meetings are also available via live webcast and at any time for replaying through the City’s ICTV webpage at cityofirvine.org/ictv. For more information, please contact the City Clerk’s office at (949) 724-6205.

ADJOURNMENT

At 11:00 p.m., the City Council will determine which of the remaining agenda items can be considered and acted upon prior to 12:00 midnight and will continue all other items on which additional time is required until a future City Council meeting. All meetings are scheduled to terminate at 12:00 midnight.

STAFF REPORTS

As a general rule, staff reports or other written documentation have been prepared or organized with respect to each item of business listed on the agenda. Copies of these materials are on file with the City Clerk and are available for public inspection and copying once the agenda is publicly posted, (at least 72 hours prior to a regular City Council meeting). Staff reports can also be downloaded from the City’s website at cityofirvine.org beginning the Friday prior to the scheduled City Council meeting on Tuesday.

In addition, meetings can be viewed live at the time posted on the agenda and related staff reports can be opened and viewed simultaneously along with the streaming of the meeting. To view the meeting, go to cityofirvine.org/ictv.

If you have any questions regarding any item of business on the agenda for this meeting, or any of the staff reports or other documentation relating to any agenda item, please contact City Clerk staff at (949)724-6205.

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

Any supplemental writings or documents distributed to a majority of the City Council regarding any item on this agenda after the posting of the agenda will be available for public review in the City Clerk’s Office, One Civic Center Plaza, Irvine, California, during normal business hours. In addition, such writings or documents will be made available for public review at the respective public meeting.

If you have any questions regarding any item of business on the agenda for this meeting, or any of the staff reports or other documentation relating to any agenda item, please contact City Clerk staff at (949)724-6205.

SUBMITTAL OF INFORMATION BY MEMBERS OF THE PUBLIC FOR DISSEMINATION OR PRESENTATION AT PUBLIC MEETINGS

Media Types and Guidelines

1. Written Materials/Handouts:

Any member of the public who desires to submit documentation in hard copy form may do so prior to the meeting or at the time he/she addresses the City Council. Please provide 15 copies of the information to be submitted and file with the City Clerk at the time of arrival to the meeting. This information will be disseminated to the City Council at the time testimony is given.

2. Large Displays/Maps/Renderings:

Any member of the public who desires to display freestanding large displays or renderings in conjunction with their public testimony is asked to notify the City Clerk’s Office at (949)724-6205 no later than 12:00 noon on the day of the scheduled meeting so that an easel can be made available, if necessary.

3. Electronic Documents/Audio-Visuals:

Any member of the public who desires to display information electronically in conjunction with their public testimony is asked to submit the information to the Public Information Office (PIO) no later than 12:00 noon on the day of the scheduled meeting. To facilitate your request contact the PIO Office at (949)724-6253 or the City Clerk’s Office at (949)724-6205.

Information must be provided on CD, DVD, or VHS; or, emailed by 12:00 noon on the day of the scheduled meeting to pio@ci.irvine.ca.us. Members of the public will be asked to provide their name, identify the meeting and the agenda item to be addressed, and a day time phone number.

The PIO office will notify the person submitting the information as soon as possible prior to the meeting if the information cannot be accessed or if the version provided is incompatible with the City’s system. Every effort will be made by City staff to facilitate the presentation.

CITY SERVICES TO FACILITATE ACCESS TO PUBLIC MEETINGS

It is the intention of the City of Irvine to comply with the Americans With Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, the City of Irvine will attempt to accommodate you in every reasonable manner. Please contact the City Clerk’s Office at (949)724-6205.

Assisted listening devices are available at the meeting for individuals with hearing impairments. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35. 102-35. 104 ADA Title II)

CHALLENGING CITY DECISIONS

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitations period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge that is not filed within this 90-day period will be barred.

If a person wishes to challenge the nature of the above actions in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Irvine, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

COMMUNICATION AND ELECTRONIC DEVICES

To minimize distractions, please be sure all personal communication and electronic devices are turned off or on silent mode.

MEETING SCHEDULE

Regular meetings of the City Council are held on the second and fourth Tuesdays of each month at 4:00 p.m. Study Sessions and/or Closed Sessions are periodically held prior to the start of the regular meeting. Agendas are available at the following locations:

- City Clerk's Office
- Police Department
- Front Entrance of City Hall
- University Park Center (Culver/Michelson)
- Walnut Village Center (Culver/Walnut)
- Northwood Town Center (Irvine Blvd./Yale)
- City's web page at www.ci.irvine.ca.us

I hereby certify that the agenda for the Regular City Council meeting was posted in accordance with law in the posting book located in the Public Safety Lobby and at the entrance of City Hall, One Civic Center Plaza, Irvine, California on November 8, 2018 by 7:45 pm as well as on the City's web page.

 ASST CITY CLERK

Molly McLaughlin, MPA
City Clerk

CLOSED SESSION

1.1-1.4

PRESENTATIONS

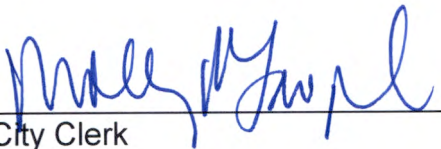
2.1



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: NOVEMBER 13, 2018

TITLE: PRESENTATIONS



City Clerk

RECOMMENDED ACTION:

Proclaim November 11-17, 2018 as California Association for Nurse Practitioners' "National Nurse Practitioner Week."

CITY OF IRVINE

Proclamation

NATIONAL NURSE PRACTITIONER WEEK NOVEMBER 11-17, 2018

WHEREAS, Nurse Practitioners are highly skilled professionals with advanced education and clinical training who serve as trusted frontline health care providers; and

WHEREAS, of the approximately 280,000 Nurse Practitioners in the United States, over 20,000 practice in California, with Orange County having the highest concentration in the state; and

WHEREAS, in addition to diagnosing and treating acute and chronic conditions, Nurse Practitioners focus on health promotion, disease prevention, and health education and counseling, guiding patients to smarter health and lifestyle choices; and

WHEREAS, over five decades of research demonstrates the high quality of care provided by Nurse Practitioners, and more than one billion annual patient visits is indicative of the confidence patients have in these healthcare professionals.

NOW, THEREFORE, the City Council of the City of Irvine DOES HEREBY PROCLAIM NOVEMBER 11-17, 2018, as "NATIONAL NURSE PRACTITIONER WEEK" in recognition of the countless contributions Nurse Practitioners have made over the past half century, and will continue to make to our health and well-being.



DONALD P. WAGNER
MAYOR OF THE CITY OF IRVINE
NOVEMBER 13, 2018



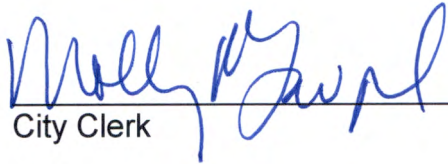
3.1



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: NOVEMBER 13, 2018

TITLE: MINUTES



City Clerk

RECOMMENDED ACTION:

Approve the minutes of a regular meeting of the Irvine City Council held on October 9, 2018.



MINUTES

CITY COUNCIL REGULAR MEETING

October 9, 2018
Conference and Training Center
One Civic Center Plaza
Irvine, CA 92606

CALL TO ORDER

The regular meeting of the Irvine City Council was called to order at 4:11 p.m. on October 9, 2018 in the Conference and Training Center, Irvine Civic Center, One Civic Center Plaza, Irvine, California; Mayor Wagner presiding.

ROLL CALL

Present:	3	Councilmember:	Melissa Fox
		Mayor Pro Tempore:	Christina Shea
		Mayor:	Donald P. Wagner
Absent:	2	Councilmember:	Jeffrey Lalloway
		Councilmember:	Lynn Schott

1. CLOSED SESSION*

City Attorney Melching announced the following Closed Session item:

- 1.2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS: (Gov Code § 54956.8); Property: Approximately 4.61 acre property at 17352 Derian Ave; Agency Negotiators: Marianna Marysheva, Assistant City Manager; Laurie Hoffman, Director of Community Services; Pete Carmichael, Director of Community Development/Interim Director, Orange County Great Park; and Darlene Nicandro, Project Development Administrator; Negotiating Parties: City of Irvine and MDD Derian 2 LP; Under Negotiation: Price and Terms of Payment**

* Closed Session Item No. 1.1 listed on the original agenda posted on September 27, 2018, was removed from the Supplemental Agenda posted on October 4, 2018.

RECESS

Mayor Wagner convened the regular City Council meeting to Closed Session at 4:13 p.m.

RECONVENE TO THE CITY COUNCIL MEETING

Mayor Wagner reconvened the regular City Council meeting at 4:47 p.m. City Attorney Melching, on behalf of the City Council, announced that no reportable action was taken in Closed Session.

PLEDGE OF ALLEGIANCE

Mayor Wagner led the Pledge of Allegiance.

INVOCATION

Pastor Mike Anderson from Good Shepard Lutheran Church in Irvine provided the invocation.

2. PRESENTATIONS

2.1 *Proclaim October 22-26, 2018 as Irvine Prevention Coalition's "Red Ribbon Week"*

Mayor Wagner introduced Wendy Bokota and other representatives from the Irvine Prevention Coalition, and presented a proclamation recognizing October 22-26, 2018 as "Red Ribbon Week."

2.2 *Proclaim October 18, 2018 as "Irvine Public Schools Foundation Giving Day"*

Mayor Wagner introduced Neda Eaton and other representatives from the Irvine Public Schools Foundation, and presented a proclamation in recognition of October 18, 2018 as "Irvine Public Schools Foundation Giving Day."

2.3 *Employee Recognition: 30 Years of Service*

John Russo, City Manager, introduced Alana Kaleikini, Community Services Supervisor, and presented her with a certificate in recognition of 30 years of service to the City of Irvine.

CITY MANAGER'S REPORT

City Manager Russo introduced Mark A. Steuer, Director of Public Works.

ANNOUNCEMENTS/COMMITTEE REPORTS/COUNCIL REPORTS

Councilmember Shea announced that the City's opposition letter to a provision of the Federal Farm Bill, which would preempt local pesticide regulations, was distributed to the Farm Bill Conference Committee and every member of the House and Senate; and that she has also been contacting cities across the state and throughout the United States to raise awareness about this small provision in a large Federal bill, and is encouraging cities to submit similar letters of opposition. The House is now in recess, and the conference committee is expected to continue Farm Bill discussions after the Elections. For information, including a video and a copy of the City's opposition letter, visit cityofirvine.org.

Mayor Wagner made the following announcements:

- The Irvine Police Department invites the community to its annual Open House on October 20 from 10 a.m. to 2 p.m. at the Irvine Civic Center. The event will feature tours of the Police Department, vehicle displays, and a chance to interact with Police personnel. Attendees will also meet members of the Irvine Police Department's Mounted Unit and K9 Unit. Bounce houses, face painting, and a bike rodeo are among the many activities for kids. The event is free. Parking is available at Creekside High School, Colonel Bill Barber Marine Corps Memorial Park, or the Free Chapel, with a courtesy shuttle available to transport guests to the Civic Center. A bike valet will be provided for those who wish to ride their bike to the event. For information, visit irvinepd.org.
- The Irvine Police Department Office of Emergency Management is coordinating with the OC Health Care Agency and south Orange County cities to host a Point of Dispensing (POD) exercise at the Orange County Great Park on Thursday, October 18 from 4 to 6 p.m. The exercise is an important measure in emergency preparedness by simulating how medication and supplies might be distributed in the event of an emergency. Participants have a choice of driving through the POD or walking up. Signs will guide visitors through the short exercise. Free decorative pumpkins will be distributed at the POD as a thank you for participating, and residents also receive emergency preparedness information specific to their city. For information, visit ochealthinfo.com/PODevent.

- All eligible residents who are not registered to vote may do so by October 22 in order to participate in the November 6 General Municipal Election. Registration can be completed online at ocvote.com or by mail. Voter registration forms are available online at ocvote.com, the Irvine Civic Center, in local libraries, and City of Irvine community centers. The Irvine Civic Center will also serve as an Early Voting Service Center beginning Saturday, October 27 through Monday, November 5, including weekends. All registered Orange County voters are eligible to participate in onsite early voting. Additional Voting Center services include ballot replacement, same-day conditional voter registration, full-service voter assistance, and secure drive-thru vote-by-mail ballot drop-off. For information, visit cityofirvine.org, ocvote.com, or call the City of Irvine Election Hotline at 949-724-6159.

ADDITIONS AND DELETIONS

There were no additions or deletions to the agenda.

3. CONSENT CALENDAR

ACTION: Moved by Councilmember Fox, seconded by Mayor Pro Tempore Shea, and unanimously carried to by those members present (Councilmembers Lalloway and Schott absent), to approve City Council Consent Calendar Item Nos. 3.1 through 3.8. Consent Calendar Item No. 3.9 was removed for separate discussion.

3.1 MINUTES

ACTION:

Approved the minutes of a regular meeting of the Irvine City Council held on September 12, 2018.

3.2 PROCLAMATIONS

ACTION:

Proclaimed October 7-13, 2018 as Orange County Fire Authority's "Fire Prevention Week."

3.3 WARRANT AND WIRE TRANSFER RESOLUTION

ACTION:

Adopted RESOLUTION NO. 18-71 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

3.4 TREASURER'S REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2018

ACTION:

Received and filed the Treasurer's Report for the fiscal year ended June 30, 2018.

3.5 CITY OF IRVINE INVESTMENT POLICY FOR CALENDAR YEAR 2019

ACTION:

Adopted RESOLUTION NO. 18-72 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ADOPTING THE CITY'S ANNUAL INVESTMENT POLICY FOR CALENDAR YEAR 2019

3.6 ACCEPTANCE OF MARUCHAN, INC. DONATION

ACTION:

- 1) Accepted a \$100,000 donation from Maruchan, Inc.
- 2) Approved a budget adjustment appropriating \$100,000, reflecting an increase in revenues and appropriations.

3.7 ACCEPTANCE OF FEDERAL EMERGENCY MANAGEMENT AGENCY LOCAL HAZARD MITIGATION GRANT

ACTION:

- 1) Authorized the Director of Public Safety to approve and accept a \$106,466 Local Hazard Mitigation Grant award from the Federal Emergency Management Agency (FEMA).
- 2) Approved a budget adjustment appropriating \$106,466 for a comprehensive update to the City's Local Hazard Mitigation Plan.

3.8 APPROVAL OF PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS FOR SWEET SHADE COMMUNITY CENTER TENANT IMPROVEMENTS

ACTION:

- 1) Approved the construction plans, specifications, and contract documents for the Sweet Shade Community Center Tenant Improvements, Capital Improvement Project 361803.
- 2) Approved the Engineer's Estimate, Construction Contingency, and Project Funding Summary.
- 3) Authorized staff to solicit competitive bids and award the construction contract to the lowest responsive and responsible bidder, in accordance with the City's purchasing policies and procedures, within the approved project budget.

3.9 MEASURE M2 COMPREHENSIVE TRANSPORTATION FUNDING PROGRAM GRANT APPLICATIONS

This item was removed for separate discussion at the request of Susan Sayre, Irvine resident, who expressed opposition to pursuing the proposed grants that could potentially increase traffic; and suggested expanding the i-Shuttle program and promoting tourism in addition to the “Shop Irvine” campaign.

There was no City Council discussion.

ACTION: Moved by Councilmember Fox, seconded by Mayor Pro Tempore Shea, and unanimously carried by those members present (Councilmembers Lalloway and Schott absent), to:

- 1) Authorize staff to prepare and submit grant funding applications for the Comprehensive Transportation Funding Program for four recommended projects.
- 2) Adopt RESOLUTION NO. 18-73 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING THE SUBMITTAL OF GRANT APPLICATIONS TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR FUNDING UNDER THE COMPREHENSIVE TRANSPORTATION FUNDING PROGRAM

Mayor Pro Tempore Shea left the meeting at 5:10 p.m.

Mayor Wagner announced that do to a prior engagement, Mayor Pro Tempore Shea was unable to stay for the duration of the meeting, and due to the absences of Councilmembers Lalloway and Schott, the City Council meeting would be adjourned due to lack of quorum.

4. COUNCIL BUSINESS

4.1 CONSIDERATION OF MAYOR WAGNER'S REQUEST FOR DISCUSSION REGARDING CALIFORNIA STATE SENATE BILL 54

This item was not considered by the City Council, nor was any action taken, due to the early adjournment of the meeting.

The following individuals submitted Request to Speak slips; however, due to the lack of quorum, were unable to speak:

- Assemblymember Matthew Harper
- Susan Sayre, Irvine resident
- Kelton Mock, Irvine resident

Kev Abazajian, Irvine resident
 Patty Santry, Irvine resident
 Peggy Thompson, Irvine resident
 Ben Leffel, Irvine resident
 Felicity Figueroa, Irvine resident
 Beth Krom, Former Mayor/City Councilmember and Irvine resident
 Sherry Avella, Irvine resident
 Joyce Stanfield Perry, Irvine resident
 Tim Burns, Irvine resident
 Carrie O'Malley, Irvine resident
 Katelyn Ogawa, Asian Americans Advancing Justice, Orange County
 Lisa Pedersen, OC Poor People's Campaign
 Brandon Molina
 Angela Mooney D'Arry, Acjachemen Nation
 Tim Phan, OCYD
 Carlos Perea
 Naui H.
 Jen Chiou, Irvine resident
 Tracy La, Irvine resident
 Mario Ortiz Sanchez, Irvine resident
 Kathy Orinsky, Irvine resident
 Briza Perez, Irvine resident
 Merielle Macaraeg, Irvine resident
 Gabriela Gonzalez, Irvine resident
 Jose Cervin, Irvine resident

PUBLIC COMMENTS - Public comments will be heard at approximately 6:30 p.m. or prior to adjournment, whichever occurs earlier.

Ryan Farsai submitted a Request to Speak slip, but did not speak due to the early adjournment of the meeting.

ADJOURNMENT

Mayor Wagner adjourned the City Council meeting at 5:12 p.m. due to lack of quorum.

MAYOR OF THE CITY OF IRVINE

November 13, 2018

CITY CLERK OF THE CITY OF IRVINE

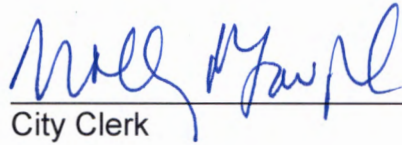
3.2



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: NOVEMBER 13, 2018

TITLE: PROCLAMATIONS/COMMENDATIONS



City Clerk

RECOMMENDED ACTION:

1. Ratify and commend Danielian Associates for its 50th Anniversary.
2. Proclaim November 24, 2018 as Women Impacting Public Policy's "Small Business Saturday."
3. Proclaim 2018 as Sea and Sage Audubon Society's "Centennial Anniversary of the Migratory Bird Treaty Act, Year of the Bird."

CITY OF IRVINE

Commendation

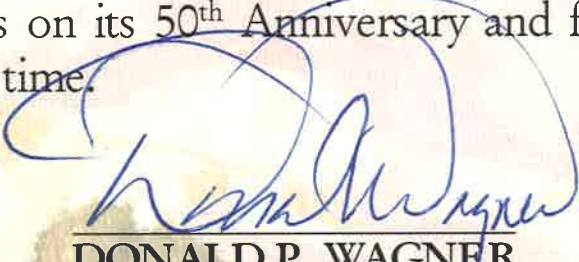
DANIELIAN ASSOCIATES 50TH ANNIVERSARY

WHEREAS, Danielian Associates, an Irvine based architecture and planning firm, focuses on creating a wide variety housing and community designs through its commitment to ingenuity, integrity, collaboration, responsiveness, passion, and excellence; and

WHEREAS, founder and chairman Arthur Danielian has led the award-winning residential architectural firm for 50 years and has become a sought after mentor for his extensive experience developing innovative home concepts, master planned communities, and market-driven designs; and

WHEREAS, over the firm's 50 years, Danielian Associates has achieved many industry honors, including the Best in American Living Awards, The National Sales & Marketing Awards, Multifamily Pillars of the Industry, and National Association of Home Builders Best in Green Awards.

NOW, THEREFORE, the City Council of the City of Irvine DOES HEREBY COMMEND AND CONGRATULATE Danielian Associates on its 50th Anniversary and for the many honors received during that time.


DONALD P. WAGNER
MAYOR OF THE CITY OF IRVINE
NOVEMBER 13, 2018



CITY OF IRVINE

Proclamation

SMALL BUSINESS SATURDAY NOVEMBER 24, 2018

WHEREAS, according to the United States Small Business Administration, there are currently 30.2 million small businesses in the nation; and

WHEREAS, small businesses employ 47.5 percent of employees in the private sector and are responsible for 65.9 percent of the net new jobs created from 2000 to 2017; and

WHEREAS, 90 percent of consumers in the country feel that Small Business Saturday has had a positive impact on their communities; and

WHEREAS, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW, THEREFORE, the City Council of the City of Irvine DOES HEREBY PROCLAIM NOVEMBER 24, 2018, as "SMALL BUSINESS SATURDAY" and encourages Irvine residents to support small businesses and merchants that create jobs and boost the local economy on Small Business Saturday and throughout the year.



DONALD P. WAGNER
MAYOR OF THE CITY OF IRVINE
NOVEMBER 13, 2018



CITY OF IRVINE

Proclamation

CENTENNIAL ANNIVERSARY MIGRATORY BIRD TREATY ACT YEAR OF THE BIRD 2018

WHEREAS, 2018 marks the centennial year of the Migratory Bird Treaty Act which has saved many species from extinction and protects the birds in our backyards and parks; and

WHEREAS, Orange County has approximately 450 diverse bird species with locations in the City of Irvine including Colonel Bill Barber Marine Corps Memorial Park, San Joaquin Wildlife Sanctuary, and many other locations in the City that support a large variety of birds; and

WHEREAS, birds such as goldfinches, flycatchers, sparrows, warblers, and hummingbirds, grace our backyards and city parks; and many other birds such as hawks, shorebirds, ducks, terns, and warblers, migrate through our region each year along the Pacific Flyway; and

WHEREAS, the Sea and Sage Audubon Society engages local residents to appreciate birds and nature through the conducting of educational, conservation, and recreational programs.

NOW, THEREFORE, the City Council of the City of Irvine DOES HEREBY PROCLAIM 2018, as "YEAR OF THE BIRD" and encourages Irvine residents to appreciate the diversity of bird species in and around the community.



DONALD P. WAGNER
MAYOR OF THE CITY OF IRVINE
NOVEMBER 13, 2018



3.3



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: NOVEMBER 13, 2018

TITLE: WARRANT AND WIRE TRANSFER RESOLUTION

Director of Administrative Services

City Manager

RECOMMENDED ACTION

Adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

EXECUTIVE SUMMARY

A detailed register of claims, the Register of Warrants and Wire Transfers, are submitted to the City Council for review and authorization on a weekly basis. Approval of the attached resolution ratifies the disbursement of funds for the period of October 10, 2018 through October 30, 2018 in accordance with Section 2-7-211 of the Irvine Municipal Code.

ATTACHMENT Warrant and Wire Transfer Resolution

CITY COUNCIL RESOLUTION NO. 18-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

(SEE ATTACHED)

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the 13th day of November 2018.

MAYOR OF THE CITY OF IRVINE

ATTEST:

CITY CLERK OF THE CITY OF IRVINE

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF IRVINE)

I, MOLLY MCLAUGHLIN, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing resolution was duly adopted at a regular meeting of the City Council of the City of Irvine, held on the 13th day of November 2018.

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

CITY CLERK OF THE CITY OF IRVINE

10/10/2018 through 10/16/2018

REGISTER OF DEMANDS AND WARRANTS

Fund	Fund Description	Amount
001	GENERAL FUND	839,906.89
004	PAYROLL CLEARING FUND	40,234.46
005	DEVELOPMENT SERVICES FUND	142,817.82
009	REVENUE CLEARING FUND	18,400.00
024	BUILDING & SAFETY FUND	175,658.27
111	GAS TAX FUND	115,228.62
114	HOME GRANT	130.00
119	LIGHTING, LANDSCAPE & PARK MNT	221,300.47
125	COMM DEVELOP BLOCK GRANT FUND	690.00
128	OFFICE ON AGING PROGRAMS FUND	6,311.13
130	AB2766 - AIR QUALITY IMPROVMNT	585.00
146	I SHUTTLE	2,649.80
180	ORANGE COUNTY GREAT PARK	210,675.90
250	CAPITAL IMPROV PROJ FUND - CIR	19,791.00
260	CAPITAL IMPROV PROJ-NON CIRC	29,535.16
270	NORTH IRVINE TRANSP MITIGATION	2,630.13
501	INVENTORY	6,440.04
570	INSURANCE FUND	31,188.93
574	FLEET SERVICES FUND	54,934.84
579	STRATEGIC TECHNOLOGY PLAN FUND	184,575.91
580	CIVIC CTR MAINT & OPERATIONS	50,344.05
714	REASSESSMENT 12-1 FIXED RATE	21.43
716	RAD 13-1 FIXED RATE	21.43
717	RAD 04-20 PORTOLA SPR VAR RT A	21.43
718	RAD 05-21 ORCHARD HLS VAR RT	21.43
719	REASSESSMENT 85-7A VARIABLE RT	21.43
745	CFD 2005-2R COLUMBUS GROVE SP	21.43
771	AD97-16 NORTHWEST IRVINE VARI	1,750.00
772	RAD 15-1 FIXED RATE	21.42
774	AD94-13 VARIABLE RT-OAKCREEK	1,750.00
GRAND TOTAL		2,157,678.42

10/17/2018 through 10/23/2018

REGISTER OF DEMANDS AND WARRANTS

Fund	Fund Description	Amount
001	GENERAL FUND	379,981.17
004	PAYROLL CLEARING FUND	2,500,049.49
024	BUILDING & SAFETY FUND	19,188.27
027	DEVELOPMENT ENGINEERING FUND	40,715.00
111	GAS TAX FUND	40,696.40
114	HOME GRANT	4,211.60
119	LIGHTING, LANDSCAPE & PARK MNT	167,513.26
125	COMM DEVELOP BLOCK GRANT FUND	21,268.10
128	OFFICE ON AGING PROGRAMS FUND	4,322.00
149	SPECIAL PROGRAM GRANTS	11,202.29
180	ORANGE COUNTY GREAT PARK	89,339.91
204	CFD 2013-3 GREAT PARK	31,643.00
250	CAPITAL IMPROV PROJ FUND - CIR	399,145.88
260	CAPITAL IMPROV PROJ-NON CIRC	359,537.58
270	NORTH IRVINE TRANSP MITIGATION	10,029.18
271	IRVINE BUSINESS COMPLEX	6,000.00
286	GREAT PARK DEVELOPMENT FUND	61,170.59
501	INVENTORY	15,056.31
570	INSURANCE FUND	88,800.19
574	FLEET SERVICES FUND	89,186.33
578	MAIL & PRINT INTERNAL SERVICES	13,745.73
579	STRATEGIC TECHNOLOGY PLAN FUND	977,733.37
580	CIVIC CTR MAINT & OPERATIONS	3,810.80
		-
	GRAND TOTAL	5,334,346.45

10/24/2018 through 10/30/2018

REGISTER OF DEMANDS AND WARRANTS

Fund	Fund Description	Amount
001	GENERAL FUND	437,191.24
004	PAYROLL CLEARING FUND	37,455.83
005	DEVELOPMENT SERVICES FUND	184,325.06
009	REVENUE CLEARING FUND	1,038.07
024	BUILDING & SAFETY FUND	18,804.50
027	DEVELOPMENT ENGINEERING FUND	3,047.50
114	HOME GRANT	3,440.00
118	SYSTEMS DEVELOPMENT FUND	4,270.00
119	LIGHTING, LANDSCAPE & PARK MNT	352,143.46
126	SENIOR SERVICES FUND	110.00
128	OFFICE ON AGING PROGRAMS FUND	6,145.74
149	SPECIAL PROGRAM GRANTS	3,881.25
180	ORANGE COUNTY GREAT PARK	150,728.04
206	AD 84-6/89-10 WESTPARK	104,870.58
221	AD 07-22 STONEGATE	261,341.66
250	CAPITAL IMPROV PROJ FUND - CIR	19,812.45
260	CAPITAL IMPROV PROJ-NON CIRC	3,706.38
501	INVENTORY	1,110.81
570	INSURANCE FUND	304,200.29
574	FLEET SERVICES FUND	40,981.75
578	MAIL & PRINT INTERNAL SERVICES	904.56
579	STRATEGIC TECHNOLOGY PLAN FUND	220,479.33
580	CIVIC CTR MAINT & OPERATIONS	35,564.20
724	AD 07-22 STONEGATE VAR RT A	860,349.87
744	CFD 2013-3 GREAT PARK	6,192.43
745	CFD 2005-2R COLUMBUS GROVE SP	958.41
746	CFD 2004-1 CENTRAL PARK	1,604.29
GRAND TOTAL		3,064,657.70

3.4



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: NOVEMBER 13, 2018

TITLE: FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING WITH CONCORDIA UNIVERSITY TO REDUCE THE MAXIMUM DAILY TRIP CAP

Director of Community Development

City Manager

RECOMMENDED ACTION

Authorize the Mayor, or his designee, to execute the First Amendment to the Memorandum of Understanding between the City of Irvine and Concordia University to reduce the maximum daily trip cap for the University from 4,732 trips per day to 4,678 trips per day.

EXECUTIVE SUMMARY

On May 9, 2017, the City Council directed City staff to begin negotiations to terminate a Joint Use of College Facilities Agreement (Agreement) between Lutheran Church-Missouri Synod (ownership entity for Concordia University) and the City of Irvine. The Agreement, in part, allowed for City use of athletic facilities on the Concordia campus, and its termination was intended to reduce City-related traffic to and from the property, resulting in a reduction of Concordia's trip cap for the property of 4,732 Average Daily Trips (ADT) allowed under the Memorandum of Understanding (MOU) to 4,678 ADT. On October 10, 2017, the City Council, pursuant to a 3-0-2 vote (Councilmembers Fox, Lalloway, and Shea voting in favor; Mayor Wagner and Councilmember Schott absent), directed staff to terminate the Agreement. This First Amendment to the MOU has been prepared to memorialize the trip reduction resulting from the termination of the Agreement. Concordia University is supportive of this amendment.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Not Applicable.

ANALYSIS

Background

On May 9, 2017, the City Council approved the Concordia Campus Master Build-Out Plan to modernize its campus to enhance services for its students within four project phases over a period of time from 2017 to 2035. Phases 1 and 2 were approved with

the Build-Out Plan, while future discretionary approvals and environmental analysis is required for Phases 3 and 4. The Plan consists of the following phases:

- Phase 1 (2017-2019) consists of the construction of a 38,550-square-foot Music, Worship and Theology building and Keck Astronomy Center. Implementation of on-site campus roadway improvements along Concordia East/West and off-site traffic signal improvements at the Concordia East and Ridgeline intersection also occur during Phase 1.
- Phase 2 (2018-2020) includes construction of a 6,730-square-foot Athletic Field Restroom/Locker room building with 300-seat viewing deck and Concordia University Center addition of 3,300 square feet increasing overall seating capacity for the Concordia University Center from 555 to 800 seats.
- Phase 3 (2020-2030) consists of the demolition of five existing buildings totaling 43,760 square feet and the construction of the 49,000-square-foot Science, Nursing, and Healthcare building; an 8,500-square-foot addition to the Grimm Student Center; a 2,800-square-foot Pool Service and Restroom building; as well as one new five-story residence hall with 74 dormitory units or 296 beds. Phase 3 will result in a net increase of 16,540 square feet and 74 dormitory units.
- Phase 4 (2025-2035) includes the demolition of two existing buildings totaling 27,471 square feet and the proposed construction of the final building, the 40,000-square-foot Arts, Alumni and Advancement building with a 400-seat theater. Completion of Phase 4 will result in a net increase of 12,549 square feet.

Concordia's project consisted of a Zone Change (00629029-PZC), Final Environmental Impact Report, and MOU (Attachment 1) between the City and Concordia to memorialize certain operational conditions and establish a daily trip budget of 4,732 trips.

Concordia Updates

Since the City Council approved the Concordia project in May of 2017, there has been progress on the project site along with ongoing coordination between the City, as described below.

1. Construction – The Music, Worship, and Theology Building (Phase 1) is under construction and Concordia estimates the building to be completed by late spring of 2019. Ongoing construction alerts have been sent to Concordia East and Concordia West residents using 'Dwelling Live' in addition to signs placed at both gate houses.

2. Bi-Annual Counts - The MOU requires the City to conduct bi-annual vehicle trip counts on dates unilaterally selected by the City. Concordia must comply with the maximum Daily Trip Cap of 4,732 trips per day. To date, traffic counts were collected on January 23 and 24, 2018 and resulted in a trip count of 4,274 trips, which was below the

maximum trip cap. The latest traffic counts were collected on April 6 through 8, 2018 and resulted in a trip count of 3,835 trips, which was also below the maximum trip cap. Fall traffic counts occurred in October 2018. Results from these counts were not available at the time the staff report was distributed.

Amendment to MOU

As a part of the May 9, 2017 approval, the City Council directed staff to negotiate a termination of a Joint Use Agreement in an effort to provide further traffic relief in the area around the college. The original Agreement allowed the City to reserve the gymnasium for local youth basketball leagues for team practices and games on the Concordia campus. The traffic associated with these events averaged 54 trips per day. The Termination of Joint Use of College Facilities Agreement (Attachment 2) was recorded on January 31, 2018.

On October 10, 2017, the City Council approved by a 3-0-1-1 vote (Councilmembers Fox, Lalloway, and Shea voting in favor; Mayor Wagner abstained; and Council member Schott absent) the termination of the Agreement (Attachment 3). This removed all City-sponsored events and allowed for the reduction of 54 trips from the 4,732 maximum daily trip cap.

The redline version (Attachment 4) of the First Amendment to the MOU memorializes the trip reduction. Staff requests the City Council authorize the Mayor to execute the First Amendment (Attachment 5). This will apply until such time as Concordia obtains approvals (with any subsequent discretionary approval) to proceed with Phase 3 of the Campus Master Build-Out Plan.

ALTERNATIVES CONSIDERED

The City Council may choose not to approve the First Amendment to the MOU to reduce the maximum Daily Trip Cap from 4,732 trips to 4,678 trips per day. If the City Council chooses not to approve the amendment to the MOU, the maximum Daily Trip Cap will remain at 4,732 trips per day.

FINANCIAL IMPACT

The amendment to the MOU does not have a financial impact to the City since it merely documents a change to Concordia's site trip cap as a result of previous City Council action to terminate the Agreement between the City and Concordia.

REPORT PREPARED BY Ann Wu, Senior Planner

ATTACHMENTS:

1. Original Memorandum of Understanding with Concordia University
2. Termination of Joint Use of College Facilities Agreement

City Council Meeting

November 13, 2018

Page 4 of 4

3. October 10, 2017 City Council Staff Report (with attachments)
4. First Amendment to Memorandum of Understanding (redlines)
5. First Amendment to Memorandum of Understanding (final)

cc: Ron VanBlarcom, Concordia University

Tim Odle, Concordia University

Tim Gehrich, Deputy Director of Community Development

Stephen Higa, Principal Planner

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

CITY OF IRVINE
One Civic Center Plaza
P.O. Box 19575
Irvine, CA 92623-9575
Attn: City Clerk

Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder



NO FEE

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(Space Above this Line is for Recorder's Use Only)

This Agreement is recorded at the request and for the benefit of the City of Irvine and is exempt from the payment of a recording fee pursuant to Government Code § 6103.

27383

MEMORANDUM OF UNDERSTANDING AND COVENANTS

Between CITY OF IRVINE and CONCORDIA UNIVERSITY

For

Concordia University's Campus Master Build-Out Plan Update

(Conditional Use Permit Modification 00612052-PCPU, Zone Change 00629029-PZC, & Environmental Impact Report SCH No. 2015091023/File No. 00618828-PCLE)

AGREEMENT

THIS MEMORANDUM OF UNDERSTANDING AND COVENANTS (“MOU”) is made this 9th day of May, 2017, by and between the CITY OF IRVINE, a California charter city (“City”), and CONCORDIA UNIVERSITY, a California nonprofit religious corporation (“Concordia”). The City and Concordia are sometimes referred herein individually as a “Party” and collectively as the “Parties.”

RECITALS

The Parties enter into this MOU on the basis of the following facts, understanding, and intentions:

A. Concordia is the owner of that certain property located at 1530 Concordia West in Planning Area 21, Turtle Rock and more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by this reference (the “Property”). The Property is generally south of University Drive, west of Ridgeline Drive, north of Turtle Rock Drive, and east of Culver Drive.

B. In 1992 and 1993, the City approved General Plan Amendment 4237-GA (on April 14, 1992), Zone Change 5232-ZC (on April 28, 1992), and Conditional Use Permit (“CUP”) 12273-CPU (on August 5, 1993). Together, these entitlements provided for the “Campus Master Build-Out Plan” of Concordia’s main campus.

C. In or around July 2014, Concordia proposed: (1) a major modification to its existing CUP to reflect its proposed “Campus Master Build-Out Plan Update” (CUP Modification 00612052-PCPU), and (2) a zone change to revise certain special development requirements (“SDRs”) identified in Section 9-21-7.B of the Irvine Zoning Ordinance (Zone Change 00629029-PZC) (collectively, the “Project”). Pursuant to the California Environmental Quality Act (Pub. Res. Code §§ 21000 *et seq.*) (“CEQA”) and State CEQA Guidelines (14 C.C.R. §§ 15000 *et seq.*), the City prepared an Environmental Impact Report (“EIR”) to analyze all potential adverse environmental impacts of the proposed Project (SCH No. 2015091023, File No. 00618828-PCLE), as well as a Mitigation Monitoring and Reporting Program (“MMRP”) and CEQA findings.

D. On March 16, 2017, the Planning Commission for the City of Irvine (“Planning Commission”) approved Planning Commission Resolutions 17-3596 and 17-3597, which: (1) recommended the City Council certify the EIR and adopt the corresponding MMRP and CEQA findings, and (2) recommended the City Council approve Zone Change 00629029-PZC. On the same date, the Planning Commission also approved Planning Commission Resolution 17-3598, which approved CUP Modification 00612052-PCPU, contingent on the City Council approving Zone Change 00629029-PZC and certifying the EIR. Planning Commission Resolution 17-3598 is attached hereto as Exhibit B and incorporated herein by this reference.

E. The Planning Commission’s approval of CUP Modification 00612052-PCPU was subject to numerous conditions of approval, including without limitation: Condition 2.34 relating

to future development approvals for the Project; Conditions 6.21, 6.24 and 6.25 relating to “trip counts”/traffic management and special events limits/reporting; Condition 4.17 relating to financial security for a potential traffic signal at the intersection of Ridgeline Drive and Concordia East; Conditions 3.33, 3.34 and 6.26 relating to athletic field lighting; and Condition 2.33 relating to construction staging and construction management plans.

F. On April 25, 2017, the City Council for the City of Irvine (“City Council”) held a duly-noticed public hearing on Zone Change 00629029-PZC and the EIR for the Project. At that public hearing, authorized representatives for Concordia reaffirmed Concordia’s commitment to comply with all of the conditions of approval of Planning Commission Resolution No. 17-3598. In addition, Concordia’s authorized representatives — on Concordia’s own accord — offered to make additional commitments (described in Section 2 and Exhibit D of this MOU). These additional commitments clarify, amplify, and supplement certain conditions of approval to Planning Commission Resolution No. 17-3598, and their corresponding CEQA findings (set forth in Exhibit A to City Council Resolution No. 17-29) and requirements in the MMRP (set forth in Exhibit B to City Council Resolution No. 17-29). The MMRP is attached hereto as Exhibit C and incorporated herein by this reference.

G. After closing the April 25, 2017 public hearing, the City Council: (1) directed City staff to prepare a memorandum of understanding with Concordia to memorialize the additional commitments proposed by Concordia’s representatives; (2) approved City Council Resolution No. 17-29 certifying the EIR and adopting the MMRP and CEQA findings for the Project; and (3) approved the first reading of City Council Ordinance No. 17-05 approving Zone Change 00629029-PZC.

H. A table summarizing the conditions of approval to Planning Commission Resolution No. 17-3598 (Ex. B to this MOU) and provisions of the MMRP (Ex. C to this MOU) that are clarified, amplified, and supplemented by this MOU is attached hereto as Exhibit D for reference purposes only. This MOU does not alter in any manner those conditions of approval to Planning Commission Resolution No. 17-3598 (Ex. B to this MOU) and provisions of the MMRP (Ex. C to this MOU) which are not discussed in this MOU.

I. The purpose of this MOU is to memorialize the understanding of the City and Concordia regarding the additional commitments proposed by Concordia’s representatives and accepted by the City Council at the April 25, 2017 City Council meeting (described in Section 2 and Exhibit D of this MOU) and to establish that these commitments are covenants running with the land.

J. In advance of the City Council’s May 9, 2017 meeting, general counsel for Concordia submitted a letter providing information about Concordia’s enrollment and special events. A copy of that letter (dated May 8, 2017) is attached hereto as Exhibit E for reference purposes only. At its regular meeting on May 9th, the City Council: (1) authorized Mayor Pro Tem Schott to sign this MOU, and (2) approved the second reading and adoption of City Council Ordinance No. 17-05 approving Zone Change 00629029-PZC.

NOW, THEREFORE, and in consideration of the mutual covenants contained herein, the Parties mutually agree to the following:

SECTION 1. INCORPORATION OF RECITALS.

The Recitals set forth above are incorporated herein by reference as if fully restated.

SECTION 2. CONCORDIA'S COVENANTS.

A. Discretionary Approvals are Required for Phases 3 and 4 of the Campus Master Build-Out Plan.

The City's approval of its Campus Master Build-Out Plan (as updated by the City's approval of the Project and any subsequent discretionary approvals) is a phased approval consisting of four phases, each of which is described in Section 3.4 of the Draft EIR for the Project. Concordia understands, agrees, and covenants that no permits shall be issued and no construction of any improvements shall be permitted for any portion of Project Phases 3 and 4 unless and until Concordia obtains further discretionary approval(s) from the City (such as a subsequent modification to CUP Modification 00612052-PCPU pursuant to Chapter 2-19 of the Irvine Zoning Ordinance). Concordia further understands, agrees, and covenants that additional public review (including, without limitation, any review required by the California Environmental Quality Act) shall be required for any discretionary approval related to any portion of Phases 3 or 4, and that any discretionary approval for any portion of Phases 3 or 4 shall, at a minimum, require a duly noticed public hearing before the City's Planning Commission.

The covenants set forth in this Section 2.A are intended to clarify, amplify, and supplement Condition 2.34 to Planning Commission Resolution 17-3598 (Ex. B) and Plan, Program, and Policy (PPP) Number 1-3 to the MMRP (Ex. C).

B. The Maximum Daily Trip Cap Cannot Exceed Pre-Project Conditions of 4,732 Vehicle Trips Per Day Until, At Earliest, Phase 3 of the Campus Master Build-Out Plan.

On-road traffic counts that the City conducted in October of 2014 indicate that, prior to the City's approval of the Project, Concordia's use of the Property generated a two-way volume of up to 4,732 vehicle trips per day. Concordia understands, agrees, and covenants that, until such time as it obtains approvals to proceed with Phase 3 of the Campus Master Build-Out Plan (as updated by the City's approval of the Project, and any subsequent discretionary approval), the maximum Daily Trip Cap (as that term is defined in Condition 6.21 to Planning Commission Resolution 17-3598) shall not exceed 4,732 trips per day, regardless of the amount of actual existing institutional square footage on the campus. Concordia understands, agrees, and covenants that, notwithstanding Condition 6.21 to Planning Commission Resolution 17-3598, increasing the actual existing square footage on the campus during Phases 1 and 2 beyond pre-Project conditions (of approximately 243,571 square feet) shall not increase the maximum Daily Trip Cap.

The intent of this covenant is to ensure “net zero” additional vehicle trips until, at the earliest, Concordia obtains approvals to proceed with Phase 3 of the Campus Master Build-Out Plan (as updated by the City’s approval of the Project and any subsequent discretionary approval), which may coincide with completion of certain City-approved intersection improvements at University Drive and Ridgeline Drive/Rosa Drew Lane.

Concordia further understands, agrees, and covenants that failure to comply with the maximum Daily Trip Cap of 4,732 trips per day until, at the earliest, Concordia obtains approvals to proceed with Phase 3 of the Campus Master Build-Out Plan (as updated by the City’s approval of the Project and any subsequent discretionary approval), entitles the City to utilize any or all of the enforcement mechanisms set forth in State, Federal or local law (including, without limitation, the City’s Municipal Code and Zoning Ordinance), and in Condition 6.21 to Planning Commission Resolution 17-3598, including without limitation, requiring Concordia to reduce on-campus activities and/or implement transportation demand management measures (such as carpooling, use of alternative modes of transportation, and parking management) to ensure immediate compliance with trip cap limitations, and requiring Concordia to demonstrate compliance with trip cap limitations prior to obtaining development approvals (including without limitation grading and building permits) for uses within the campus.

The covenants set forth in this Section 2.B are intended to clarify, amplify, and supplement Conditions 6.21, 6.24 and 6.25 to Planning Commission Resolution 17-3598 (Ex. B) and Mitigation Measure (MM) Number 9-1 to the MMRP (Ex. C). The Parties further understand, agree, and covenant that, except as set forth above in this Section 2.B, this MOU does not change any requirement for “vehicle trip cap and monitoring” set forth in Condition 6.21 or Mitigation Measure Number 9-1, including, without limitation, the requirement that daily trip generation shall not exceed 5,500 daily trips at full campus build-out (i.e., 321,220 square feet of institutional uses and 330 dormitory units) for any approval Concordia may obtain for Phases 3 and/or 4 of the Campus Master Build-Out Plan (as updated by the City’s approval of the Project and any subsequent discretionary approval).

C. The City Shall be Primarily Responsible for Conducting Biannual Vehicle Trip Counts On Dates Unilaterally Selected By The City.

Notwithstanding Condition 6.21 to Planning Commission Resolution 17-3598, the City and Concordia understand, agree, and covenant that the City shall conduct the biannual vehicle trip counts required by Condition 6.21, subject to the timing requirements set forth in Condition 6.21, using City personnel or an independent qualified entity selected and approved by the City. Concordia understands, agrees, and covenants that Concordia shall be responsible for reimbursing the City for the actual and necessary costs of the traffic counts within thirty (30) days of receiving a request for reimbursement. The Parties further understand, agree, and covenant that the City may conduct these traffic counts on dates the City unilaterally selects without prior notice to Concordia, provided those dates are during the month of October on three successive days (Tuesday, Wednesday and Thursday), and on a weekend day (Friday or Saturday) in the Spring when a special event or special events with the largest attendance and

largest vehicle trip generation is/are anticipated. Upon request, Concordia shall provide the City with a list of upcoming University and Non-University special events to occur on campus, which includes the date(s), a description, anticipated attendance, and anticipated vehicle trip generation for each identified special event.

The Parties further understand, agree, and covenant that, if the City either notifies Concordia that the City will not conduct an upcoming biannual traffic count or neglects to conduct a biannual traffic count, Concordia shall become responsible for employing an independent qualified entity to conduct the biannual traffic counts in accordance with the requirements set forth in Condition 6.21 until such time as the City notifies Concordia that the City will resume City-conducted traffic counts pursuant to and in accordance with this Section 2.C. To the extent that the City notifies Concordia that the City will not conduct an upcoming biannual traffic count or neglects to conduct a biannual traffic count, the City shall provide written notice of the same to the Board of Directors of the Concordia East Community Association and Concordia West Community Association either concurrent with notice to Concordia or as soon as possible after discovering that the City has neglected to conduct a biannual traffic count.

The Parties further understand, agree, and covenant that this MOU does not limit or restrict the City's rights, as set forth in Condition 6.21, to require or conduct additional traffic counts if the City determines such traffic counts are necessary.

The covenants set forth in this Section 2.C are intended to clarify, amplify, and supplement Condition 6.21 to Planning Commission Resolution 17-3598 (Ex. B) and Mitigation Measure (MM) Number 9-1 to the MMRP (Ex. C).

D. The City May Use The Traffic Signal Financial Security For Different Traffic Improvements.

Notwithstanding Condition 4.17 to Planning Commission Resolution 17-3598, Concordia understands, agrees, and covenants that, if the City determines a traffic signal is not needed at the intersection of Concordia East and Ridgeline Drive, the City may use the financial security Concordia provided for that proposed signal to pay for different unfunded traffic improvements in the immediate area of the Property. The Parties understand, agree, and covenant that the specific location and traffic improvement(s) to be constructed with the use of such funds shall be based upon the determination and/or recommendation of the Transportation Commission for the City of Irvine.

The covenants set forth in this Section 2.D are intended to clarify, amplify, and supplement Condition 4.17 to Planning Commission Resolution 17-3598 (Ex. B) and Project Design Feature (PDF) Number 13-2 to the MMRP (Ex. C).

[AGREEMENT CONTINUES ON NEXT PAGE]

E. Athletic Field Lighting On The Property Is Limited To Fifteen Poles Until, At Earliest, Phase 3 of the Campus Master Build-Out Plan.

Notwithstanding Condition 3.33 to Planning Commission Resolution 17-3598, Table 3-5 of the Draft EIR for the Project (“Athletic Field Lighting”), Exhibit 3-24 to the Draft EIR for the Project (“Conceptual Athletic Field Lighting Plan”), or any other approved planning document that addresses athletic field lighting on the Property, Concordia understands, agrees, and covenants that, until, at the earliest, such time as it obtains approvals to proceed with Phase 3 of the Campus Master Build-Out Plan (as updated by the City’s approval of the Project and any subsequent discretionary approval), the number of athletic field lighting poles shall not exceed fifteen (15) permanent athletic field light poles on the entire Property, and no temporary lighting apparatus may be used to illuminate any athletic facility for athletic purposes once the permanent athletic field light poles are in place and operational.

The Parties further understand, agree, and covenant that, except as set forth above in this Section 2.E, this MOU does not change any requirement for athletic field lighting set forth in Conditions 3.33, 3.34 and 6.26 to Planning Commission Resolution 17-3598, Table 3-5 of the Draft EIR for the Project (“Athletic Field Lighting”), Exhibit 3-24 to the Draft EIR for the Project (“Conceptual Athletic Field Lighting Plan”), Attachment B of the Final EIR (“Expanded Lighting Analysis”), or any other approved planning document, including without limitation, maximum pole heights, luminaire type, mounting height, and LED fixture quantity. Concordia understands, agrees and covenants that the locations and construction of the fifteen (15) permanent athletic field light poles must be consistent with the locations, maximum pole heights, luminaire type, mounting height, LED fixture quantity, light spillage, and total kW loads for each field, as analyzed in the lighting studies for the EIR for the Project and as reflected in the Expanded Lighting Analysis (Attachment B to the Final EIR). Concordia further understands, agrees and covenants that the amount and locations of any additional light poles beyond the fifteen (15) permanent athletic field light poles discussed in this Section 2.E shall require discretionary approval of the City’s Planning Commission and will conform to or not exceed the amount (thirty three (33) total light poles inclusive of the fifteen (15) light poles discussed in this Section 2.E), physical characteristics (i.e., maximum pole heights, luminaire type, mounting height, LED fixture quantity), and locations set forth in Table 3-5 of the Draft EIR for the Project (“Athletic Field Lighting”), Exhibit 3-24 to the Draft EIR for the Project (“Conceptual Athletic Field Lighting Plan”), and Attachment B of the Final EIR (“Expanded Lighting Analysis”).

The covenants set forth in this Section 2.E are intended to clarify, amplify, and supplement Conditions 3.33, 3.34 and 6.26 to Planning Commission Resolution 17-3598 (Ex. B) and Project Design Feature (PDF) 1-2 and Mitigation Measure (MM) 1-2 to the MMRP (Ex. C).

[AGREEMENT CONTINUES ON NEXT PAGE]

F. Concordia Will Seek Input From Concordia East, Concordia West, and the Villages of Turtle Rock on Construction Staging and Management Plans

Concordia understands, agrees, and covenants that, prior to issuance of each grading permits for Phases 1 and 2 of the Campus Master Build-Out Plan, it will provide written notice to, meet with, and seek input from the Board of Directors of the Concordia East Community Association and the Concordia West Community Association, and Concordia will provide written notice to and seek input from the “Villages of Turtle Rock” group on the construction management plans required by Condition 2.33 to Planning Commission Resolution 17-3598.

The covenants set forth in this Section 2.F are intended to clarify, amplify, and supplement Condition 2.33 to Planning Commission Resolution 17-3598.

SECTION 3. BINDING ON SUCCESSORS; COVENANTS RUN WITH THE LAND; CONSENT TO RECORD MOU AGAINST PROPERTY

The provisions of this MOU shall constitute covenants which shall run with the land comprising the Property for the benefit thereof, and the burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto.

Concordia covenants that it shall not transfer the Property to an agent, assign, transferee, grantee, lessee, or subsequent purchaser (collectively, “transferee”) without notice to the transferee of the covenants set forth in this MOU. In order to impart constructive notice of this restriction, Concordia agrees that the City shall record this MOU against the Property, and Concordia consents to such recordation.

Concordia further covenants that it shall not transfer the Property to a successor in interest unless that successor covenants that he, she, they or it and his, her, their or its successors in interest shall not transfer the Property to a transferee without providing notice of the covenants set forth in this MOU.

Every person who now or hereafter owns or acquires any right, title, or interest in or to any portion of the Project or 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 MOU is contained in the instrument by which such person acquired an interest in the Project or the Property.

SECTION 4. THIRD PARTY LEGAL ACTION.

Concordia shall defend, indemnify, and hold harmless the City and its agents, officers, and employees from and against any claim, action, or proceeding against the City agency or its agents, officers, or employees to attack, set aside, void, or annul an approval by the City, including, without limitation, an action by an advisory agency, appeal board, or legislative body concerning this MOU. This defense and indemnification shall include the payment of all legal costs incurred on behalf of the City in connection with the application, and the defense of any

claim, action or proceeding challenging the approval. The City will promptly notify Concordia of any claim, action, or proceeding and will cooperate fully in the defense.

In the event a legal challenge to this MOU or any related discretionary approval is successful, and an award of attorney fees is made to the challenger, Concordia shall be responsible to pay the full amount of such an award.

SECTION 5. NOTICES.

Any notice, request, approval or other communication to be provided under this MOU shall be in writing and provided by personal service or a form of express mail or service and addressed to:

If to City:

City of Irvine
P.O. Box 19575
Irvine, CA 92623-9575
Attention: Director of Community Development

If to Concordia University:

Concordia University
1530 Concordia West
Irvine, CA 92612
Attention: General Counsel

If to Concordia East Community Association:

Concordia East Community Association
c/o Berding & Weil LLP
575 Anton Blvd., Suite 460
Costa Mesa, CA 92626

If to Concordia West Community Association:

Concordia West Community Association
c/o Laguna Shores Management Corp.
26131 Marguerite Parkway, Suite D
Mission Viejo, CA 92692

[AGREEMENT CONTINUES ON NEXT PAGE]

If to the "Villages of Turtle Rock" Group:

stopirvinetraffic@gmail.com

Any entity listed above may change its address for receipt of notices, requests, approvals or other communications by providing written notice of the same and new mailing and service address to the other entities listed above.

SECTION 6. SEVERABILITY.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this MOU shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or section of this MOU which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder.

SECTION 7. AUTHORITY TO EXECUTE.

Concordia warrants and represents that (i) it is duly organized and existing, (ii) it is duly authorized to execute and deliver this MOU, (iii) by so executing this MOU, Concordia is formally bound to the provisions of this MOU, (iv) Concordia's entering into and performance of its obligations set forth in this MOU does not violate any provision of any other agreement to which Concordia is bound, and (v) there is no existing or threatened litigation or legal proceeding of which Concordia is aware which could prevent Concordia from entering into or performing its obligations set forth in this MOU.


SECTION 8. COUNTERPARTS.

This MOU may be executed simultaneously or in counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same MOU.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHERE OF, the Parties have entered into this MOU as of the date first written above.

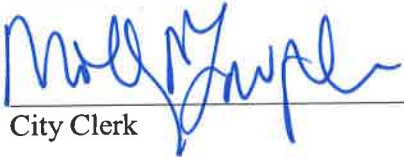
CITY OF IRVINE
a California charter city

By: 

Name: Lynn Schott

Title: Mayor Pro Tem


ATTEST:



City Clerk

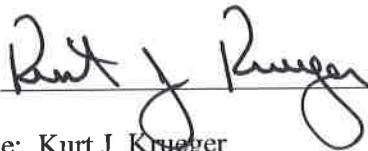
APPROVED AS TO FORM:

RUTAN & TUCKER, LLP



City Attorney

CONCORDIA UNIVERSITY,
a California nonprofit religious corporation

By: 

Name: Kurt J. Krueger

Title: President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On May June 2, 2017, before me, Karin Nelson, Notary Public
(insert name and title of the officer)

Notary Public, personally appeared Kurt J. Krueger,
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 Karin Nelson

(Seal)



A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On June 13, 2017, before me, Joseph D. Crandall, Deputy City Clerk,
(insert name and title of the officer)

Notary Public, personally appeared Lynn Schott,
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)

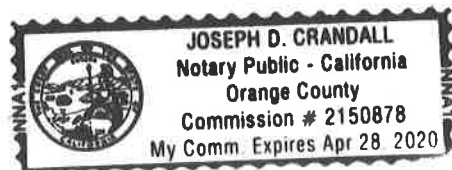


EXHIBIT A
of Attachment 1
[Legal Description of Property]

LEGAL DESCRIPTION

PARCEL 1: (APN: 463-212-14)

PARCEL C, AS SHOWN ON EXHIBIT "B" ATTACHED TO THAT CERTAIN LOT LINE ADJUSTMENT NO. LL 94-16622, RECORDED ON MARCH 25, 1994 AS INSTRUMENT [NO. 94-0213963](#), OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA.

PARCEL 2: (APN: 463-711-46)

PARCEL A, AS SHOWN ON EXHIBIT "B" ATTACHED TO THAT CERTAIN LOT LINE ADJUSTMENT NO. LL 94-16622, RECORDED ON MARCH 25, 1994 AS INSTRUMENT [NO. 94-0213963](#), OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 'A' OF TRACT NO. 14860, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN [BOOK 706, PAGES 30 AND 31](#) OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

TOGETHER WITH A PORTION OF PARCEL 2 OF PARCEL MAP NO. 91-230, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN [BOOK 271, PAGES 7 AND 8](#) OF PARCEL MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHWESTERLY CORNER OF SAID PARCEL 2 OF PARCEL MAP NO. 91-230, BEING ALSO THE MOST SOUTHERLY CORNER OF SAID LOT 'A' OF TRACT NO. 14860, AND BEING A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, WITH A RADIUS OF 1500.00 FEET, A RADIAL LINE THRU SAID POINT BEARS NORTH 50°22'43" WEST; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 2 AND ALONG THE SOUTHEASTERLY LINE OF SAID LOT 'A' AND ALONG SAID CURVE THRU A CENTRAL ANGLE OF 04°51'13", AN ARC DISTANCE OF 127.07 FEET; THENCE, RADIALY, SOUTH 45°31'30" EAST 28.00 FEET TO A POINT ON A CONCENTRIC CURVE, CONCAVE SOUTHEASTERLY, WITH A RADIUS OF 1472.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THRU A CENTRAL ANGLE OF 04°51'13", AN ARC DISTANCE OF 124.70 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL 2; THENCE ALONG SAID SOUTHWESTERLY LINE, NORTH 50°22'43" WEST 28.00 FEET TO THE POINT OF BEGINNING.

PARCEL 3: (APN: 463-711-84)

LOT 'C' OF TRACT NO. 14634, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN [BOOK 715, PAGES 48, 49 AND 50](#) OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

LEGAL DESCRIPTION

(continued)

PARCEL 4: (APN: 463-731-55)

PARCEL 1, AS SHOWN ON EXHIBIT "B" ATTACHED TO THAT CERTAIN LOT LINE ADJUSTMENT NO. 24625-LL, RECORDED ON JUNE 19, 1996 AS INSTRUMENT NO. 19960311263, OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT "A" OF TRACT NO. 14682, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA ALL AS SHOWN ON A MAP FILED IN BOOK 723, PAGES 47 TO 49 INCLUSIVE OF MISCELLANEOUS MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

TOGETHER WITH A PORTION OF LOT "J" OF SAID TRACT NO. 14682, LYING NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 1 OF SAID TRACT NO. 14682; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 1, NORTH 50° 00' 00" EAST 92.45 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT 1; THENCE NORTH 40° 43' 45" EAST 20.88 FEET; THENCE NORTH 50° 37' 48" WEST 7.61 FEET TO THE BEGINNING OF A NON-TANGENT 432.50 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, A RADIAL THROUGH SAID POINT BEARS SOUTH 50° 37' 48" EAST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06° 36' 37" AN ARC LENGTH OF 49.90 FEET; THENCE SOUTH 57° 50' 11" EAST 6.02 FEET; THENCE NORTH 32° 09' 49" EAST 9.00 FEET; THENCE NORTH 57° 50' 11" WEST 6.02 FEET TO THE BEGINNING OF A NON-TANGENT 432.50 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, A RADIAL THROUGH SAID POINT BEARS SOUTH 58° 25' 57" EAST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04° 06' 19" AN ARC LENGTH OF 30.99 FEET TO THE BEGINNING OF A 20.50 FOOT RADIUS REVERSING CURVE, A RADIAL THROUGH SAID POINT BEARS NORTH 62° 32' 16" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25° 46' 14" AN ARC LENGTH OF 9.22 FEET; THENCE SOUTH 24° 05' 14" EAST 5.50 FEET; THENCE NORTH 65° 54' 46" EAST 9.00 FEET; THENCE NORTH 24° 05' 14" WEST 5.36 FEET TO THE BEGINNING OF A NON-TANGENT 50.44 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, A RADIAL THROUGH SAID POINT BEARS SOUTH 01° 19' 50" EAST; THENCE NORTHEASTERLY AND NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 75° 38' 27" AN ARC LENGTH OF 66.59 FEET; THENCE NORTH 13° 01' 43" EAST 49.68 FEET TO THE BEGINNING OF A TANGENT 85.50 FOOT RADIUS CURVE, CONCAVE EASTERLY; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26° 10' 09" AN ARC LENGTH OF 39.05 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT "J".

PARCEL 5: (APN: 463-731-53 AND 463-420-40)

LOT 'P' OF TRACT NO. 14682, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 723, PAGES 47, 48 AND 49 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

LEGAL DESCRIPTION
(continued)

PARCEL 6: (APN: 463-731-54)

LOT 'Q' OF TRACT NO. 14682, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 723, PAGES 47, 48 AND 49 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

END OF LEGAL DESCRIPTION

SHEET 1 OF 5
DATE OF SURVEY: MARCH 18, 2015

RECORD OF SURVEY NO. 2015-1209

IN THE CITY OF IRVINE,
COUNTY OF ORANGE, STATE OF CALIFORNIA

ACCEPTED AND FILED AT THE REQUEST OF
THE ORANGE COUNTY SURVEYOR'S OFFICE

DATE: 9-8-2016
TIME: 3:29 PM FEE \$ 14.00
INSTRUMENT NO. 2016043263
BOOK 287 PAGE 40-44 B15
HUGH NGUYEN
COUNTY CLERK RECORDER
BY: [Signature] DEPUTY

BEING A SURVEY OF PARCELS 'A' AND 'C' OF LOT LINE ADJUSTMENT NO. 16622-LL, RECORDED MARCH 25, 1994 AS INSTRUMENT NO. 94-0213963, OF OFFICIAL RECORDS. PARCEL 'A' OF LOT LINE ADJUSTMENT NO. 24625-LL, RECORDED JUNE 19, 1996 AS INSTRUMENT NO. 19960311263, OF OFFICIAL RECORDS, LOT 'C' OF TRACT NO. 14634, PER MAP FILED IN BOOK 715, PAGES 48-50, OF MISCELLANEOUS MAPS, AND LOTS 'P' AND 'Q' OF TRACT NO. 14682, PER MAP FILED IN BOOK 723, PAGES 47-49, OF MISCELLANEOUS MAPS, ALL IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY.

RALPH W. GUIDA, IV P.L.S. 7076

STATEMENT OF PURPOSE:

THE PURPOSE OF THIS SURVEY IS TO ESTABLISH THE LINES OF PARCELS 'A' AND 'C' OF LOT LINE ADJUSTMENT NO. 16622-LL, RECORDED MARCH 25, 1994 AS INSTRUMENT NO. 94-0213963, OF OFFICIAL RECORDS, PARCEL 'A' OF LOT LINE ADJUSTMENT NO. 24625-LL, RECORDED JUNE 19, 1996 AS INSTRUMENT NO. 19960311263, OF OFFICIAL RECORDS, LOT 'C' OF TRACT NO. 14634, PER MAP FILED IN BOOK 715, PAGES 48-50, OF MISCELLANEOUS MAPS, AND LOTS 'P' AND 'Q' OF TRACT NO. 14682, PER MAP FILED IN BOOK 723, PAGES 47-49, OF MISCELLANEOUS MAPS, ALL IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY.

REFERENCE NOTES:

- (R1) RECORD DATA PER LOT LINE ADJUSTMENT NO. 16622-LL PER INSTRUMENT NO. 94-0213963, O.R., RECORDED MARCH 25, 1994
- (R2) RECORD DATA PER TRACT NO. 14680, M.M. 705/30-31
- (R3) RECORD DATA PER TRACT NO. 14634, M.M. 715/48-50
- (R4) RECORD DATA PER LOT LINE ADJUSTMENT NO. 24625-LL PER INSTRUMENT NO. 19960311263, O.R., JUNE 19, 1996
- (R5) RECORD DATA PER TRACT NO. 14682, M.M. 723/47-49
- (R6) RECORD DATA PER CERTIFICATE OF CORRECTION PER INSTRUMENT NO. 2000851761, O.R., RECORDED NOVEMBER 30, 2000
- (R7) RECORD DATA PER PARCEL MAP NO. 91-230, P.M.B. 271/7-8

COUNTY SURVEYOR'S STATEMENT:

THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8766 OF THE PROFESSIONAL LAND SURVEYORS' ACT THIS 7th DAY OF September 2016.

[Signature]
KEVIN R. HILLS, COUNTY SURVEYOR
L.S. 6617



LEGEND

- CENTERLINE
- LOT LINE
- RIGHT-OF-WAY LINE
- PROPERTY BOUNDARY LINE
- FOUND MONUMENT AS INDICATED.
- ▲ FOUND GPS CONTROL POINT

SURVEYOR'S STATEMENT:

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYORS' ACT AT THE REQUEST OF CONCORDIA UNIVERSITY IN MARCH, 2015.

[Signature]
RALPH W. GUIDA, IV P.L.S. 7076

8-25-16
DATE



BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED UPON THE BEARING BETWEEN O.C.S. HORIZONTAL CONTROL STATION GPS NO. 6180 AND STATION GPS NO. 6184 BEING NORTH 46°24'48" EAST, PER RECORDS ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR.

DATUM STATEMENT:

COORDINATES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, 1983 NAD, (2007.00 EPOCH OCS GPS ADJUSTMENT). ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES MULTIPLY GROUND DISTANCE BY 0.99996975 (A MEAN VALUE).

MONUMENT NOTES:

- 1) FD. PUNCHED 3-1/4" BRASS DISK IN CONCRETE STAMPED "LS 4215" IN CITY OF IRVINE WELL (OCS GPS 6180), PER R.S.B. 150/10-23, DN. 1.3', LOCATED AT THE CENTERLINE INTERSECTION OF UNIVERSITY DRIVE AND RIDGELINE DRIVE.
- 2) FD. PUNCHED SPIKE AND SHINER (OCS GPS 6184), PER C.R. 2008-03798, FLUSH, LOCATED AT THE CENTERLINE INTERSECTION OF CAMPUS DRIVE AND TURTLE ROCK DRIVE.
- 3) FD. 2" I.P. TAGGED "RCE 21687", PER R2, DN. 0.55', ACCEPTED AS CORNER.
- 4) FD. LEAD, TACK, AND TAG STAMPED "RCE 21687", PER R6, FLUSH, ACCEPTED AS CORNER.
- 5) FD. SPIKE AND WASHER STAMPED "RCE 21687", PER R2, FLUSH, ACCEPTED AS INTERSECTION OF THE CENTERLINE OF DAYSTAR AND THE TRACT BOUNDARY OF R2.
- 6) FD. SPIKE AND WASHER STAMPED "RCE 21687", PER R2, FLUSH, ACCEPTED AS THE CENTERLINE INTERSECTION OF DAYSTAR AND CONCORDIA WEST.
- 7) FD. SHAFT OF SPIKE, FLUSH, ACCEPTED AS SPIKE AND WASHER STAMPED "RCE 21687" PER R2 AT THE CENTERLINE INTERSECTION OF FAITH AND CONCORDIA WEST.
- 8) FD. SPIKE AND WASHER STAMPED "RCE 21687", PER R2, FLUSH, ACCEPTED AS THE CENTERLINE B.C. OF FAITH.
- 9) FD. SPIKE AND WASHER STAMPED "RCE 21687", PER R2, FLUSH, ACCEPTED AS THE CENTERLINE E.C. OF FAITH.
- 10) FD. SPIKE AND WASHER STAMPED "RCE 21687", PER R2, FLUSH, ACCEPTED AS THE CENTERLINE INTERSECTION OF FAITH AND CHARITY.
- 11) FD. SPIKE AND WASHER STAMPED "RCE 21687", PER R2, FLUSH, ACCEPTED AS THE CENTERLINE B.C. OF FAITH.
- 12) FD. SPIKE AND WASHER STAMPED "RCE 21687", PER R2, FLUSH, ACCEPTED AS THE CENTERLINE B.C. OF CHARITY.
- 13) FD. SPIKE AND WASHER STAMPED "RCE 21687", PER R2, FLUSH, ACCEPTED AS THE CENTERLINE E.C. OF CHARITY.
- 14) FD. SPIKE AND WASHER STAMPED "RCE 21687", PER R2, FLUSH, ACCEPTED AS THE CENTERLINE B.C. OF CHARITY.
- 15) FD. SPIKE AND WASHER STAMPED "RCE 21687", PER R2, FLUSH, ACCEPTED AS INTERSECTION OF THE CENTERLINE OF CHARITY AND THE TRACT BOUNDARY OF R2.
- 16) FD. SPIKE AND WASHER STAMPED "RCE 21687", PER R3, FLUSH, ACCEPTED AS THE CENTERLINE E.C. OF CHARITY.
- 17) FD. SPIKE AND WASHER STAMPED "RCE 21687", PER R3, FLUSH, ACCEPTED AS THE CENTERLINE B.C. OF CHARITY.
- 18) FD. SPIKE AND WASHER STAMPED "RCE 21687", PER R3, FLUSH, ACCEPTED AS THE CENTERLINE P.C.C. OF CHARITY.
- 19) FD. SPIKE AND WASHER STAMPED "RCE 21687", PER R3, FLUSH, ACCEPTED AS THE CENTERLINE INTERSECTION OF CHARITY AND JOY.
- 20) FD. SPIKE AND WASHER STAMPED "RCE 21687", PER R3, FLUSH, ACCEPTED AS THE CENTERLINE E.C. OF CHARITY.

NOTES:

SEE SHEET 2 FOR ADDITIONAL MONUMENTATION NOTES AND ESTABLISHMENT NOTES
SEE SHEET 3 FOR BOUNDARY AND GPS TIES
SEE SHEET 4 FOR BOUNDARY, GPS TIES, AND DETAIL 'A'
SEE SHEET 5 FOR DETAIL 'B', LINE AND CURVE TABLES

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RECORD OF SURVEY NO. 2015-1209

IN THE CITY OF IRVINE,
COUNTY OF ORANGE, STATE OF CALIFORNIA

RALPH W. GUIDA, IV P.L.S. 7076

MONUMENT NOTES CON'T.:

- (21) FD. SPIKE AND WASHER STAMPED "RCE 21687", PER R3, FLUSH, ACCEPTED AS THE CENTERLINE OF CHARITY.
- (22) FD. SPIKE AND WASHER STAMPED "RCE 21687", PER R3, FLUSH, ACCEPTED AS THE CENTERLINE B.C. OF JOY.
- (23) FD. SPIKE AND WASHER STAMPED "RCE 21687", PER R3, FLUSH, ACCEPTED AS THE CENTERLINE P.R.C. OF JOY.
- (24) FD. SPIKE AND WASHER STAMPED "RCE 21687", PER R3, FLUSH, ACCEPTED AS THE CENTERLINE E.C. OF JOY.
- (25) FD. SPIKE AND WASHER STAMPED "RCE 21687", PER R3, FLUSH, ACCEPTED AS THE CENTERLINE INTERSECTION OF JOY AND CONCORDIA WEST.
- (26) FD. 1" I.P. WITH PLASTIC PLUG STAMPED "LS 5780", PER R3, DN. 0.2', ACCEPTED AS CORNER.
- (27) FD. 1" I.P. WITH PLASTIC PLUG STAMPED "LS 5780", PER R3, DN. 0.2', ACCEPTED AS CORNER.
- (28) FD. 1" I.P. WITH PLASTIC PLUG STAMPED "LS 5780", PER R3, DN. 0.15', ACCEPTED AS CORNER.
- (29) FD. 3/4" REBAR IN CONCRETE, ACCEPTED AS 2-1/2" ALUMINUM CAP MARKED "ORANGE COUNTY SURVEYOR - RCE 11467" IN CONCRETE PER R7, DN. 0.45', ACCEPTED AS CORNER.
- (30) FD. 2" I.P. TAGGED "RCE 11467", PER R7, DN. 0.2', ACCEPTED AS CORNER.
- (31) FD. 2" I.P. TAGGED "RCE 11467", PER R7, DN. 0.1', ACCEPTED AS CORNER.
- (32) FD. 2" I.P. TAGGED "RCE 11467", PER R7, DN. 0.15', ACCEPTED AS CORNER.
- (33) FD. 2" I.P. TAGGED "RCE 11467", PER R7, UP 0.1', ACCEPTED AS CORNER.
- (34) FD. 2" I.P. TAGGED "LS 5780", PER R7, DN. 0.2', ACCEPTED AS CORNER.
- (35) FD. SPIKE AND WASHER STAMPED "RCE 21687" IN LIEU OF 2" I.P. TAGGED "RCE 21687", PER R5, FLUSH, ACCEPTED AS CENTERLINE P.R.C. OF CONCORDIA EAST.
- (36) FD. SPIKE AND WASHER STAMPED "RCE 21687", PER R5, FLUSH, ACCEPTED AS INTERSECTION OF THE CENTERLINE OF CONCORDIA EAST AND THE TRACT BOUNDARY OF R5.
- (37) FD. SHAFT OF SPIKE, DN. 0.18', ACCEPTED AS SPIKE AND WASHER STAMPED "RCE 21687" PER R5, DN. 0.15', ACCEPTED AS CENTERLINE B.C. OF ASCENSION.
- (38) FD. SHAFT OF SPIKE, FLUSH, ACCEPTED AS SPIKE AND WASHER STAMPED "RCE 21687" PER R5, FLUSH, ACCEPTED AS CENTERLINE INTERSECTION OF ASCENSION AND SILENT NIGHT.
- (39) FD. SPIKE AND WASHER STAMPED "RCE 21687", PER R5, FLUSH, ACCEPTED AS CENTERLINE B.C. OF SILENT NIGHT.
- (40) FD. SPIKE AND WASHER STAMPED "RCE 21687", PER R5, FLUSH, ACCEPTED AS CENTERLINE E.C. OF TRINITY.
- (41) FD. SPIKE AND WASHER STAMPED "RCE 21687", PER R5, FLUSH, ACCEPTED AS CENTERLINE B.C. OF TRINITY.
- (42) FD. SPIKE AND WASHER STAMPED "RCE 21687", PER R5, FLUSH, ACCEPTED AS CENTERLINE E.C. OF TRINITY.
- (43) FD. SPIKE AND WASHER STAMPED "RCE 21687", PER R5, FLUSH, ACCEPTED AS CENTERLINE B.C. OF TRINITY.
- (44) FD. SPIKE AND WASHER STAMPED "RCE 21687", PER R5, FLUSH, ACCEPTED AS CENTERLINE E.C. OF TRINITY.
- (45) FD. SPIKE AND WASHER STAMPED "RCE 21687" PER R5, FLUSH, ACCEPTED AS CENTERLINE INTERSECTION OF TRINITY AND BLESSING.
- (46) FD. SPIKE AND WASHER STAMPED "RCE 21687", PER R5, FLUSH, ACCEPTED AS THE CENTERLINE OF BLESSING.
- (47) FD. LEAD, TACK, AND TAG STAMPED "RCE 21687" IN CONCRETE FOOTING IN LIEU OF 2" I.P. TAGGED "RCE 21687" PER R5, DN. 0.1', ACCEPTED AS CORNER.
- (48) FD. 2" I.P. TAGGED "RCE 11467", PER R7, DN. 0.85', ACCEPTED AS CORNER.
- (49) FD. 2" I.P. TAGGED "RCE 11467", PER R7, FLUSH, DISTURBED, PIPE IS LEANING, N 85°03'53" W 0.13' FROM ESTABLISHED CORNER.
- (50) FD. LEAD, TACK, AND TAG STAMPED "RCE 21687" IN TOP OF CURB, FLUSH, NO REF., N 53°11'00" E 4.69' FROM ESTABLISHED CORNER, HELD FOR LINE.
- (51) FD. LEAD, TACK, AND TAG STAMPED "RCE 21687" ON TOP OF RETAINING WALL, DISTURBED, IN LIEU OF 1" I.P. TAGGED "RCE 21687" PER R5, FLUSH, N 88°03'51" W 0.22' FROM ESTABLISHED CORNER.
- (52) FD. LEAD, TACK, AND TAG STAMPED "RCE 21687" ON TOP OF RETAINING WALL, DISTURBED, IN LIEU OF 1" I.P. TAGGED "RCE 21687" PER R5, FLUSH, S 86°21'39" E 0.20' FROM ESTABLISHED CORNER.
- (53) FD. LEAD, TACK, AND TAG STAMPED "RCE 21687" ON TOP OF RETAINING WALL, DISTURBED, IN LIEU OF 1" I.P. TAGGED "RCE 21687" PER R5, FLUSH, S 80°47'00" E 0.43' FROM ESTABLISHED CORNER.
- (54) FD. LEAD, TACK, AND TAG STAMPED "RCE 21687" ON TOP OF RETAINING WALL, DISTURBED, IN LIEU OF 1" I.P. TAGGED "RCE 21687" PER R5, FLUSH, S 75°10'09" E 0.10' FROM ESTABLISHED CORNER.
- (55) FD. LEAD, TACK, AND TAG STAMPED "RCE 21687" ON TOP OF RETAINING WALL, DISTURBED, IN LIEU OF 1" I.P. TAGGED "RCE 21687" PER R5, FLUSH, S 73°23'00" E 0.16' FROM ESTABLISHED CORNER.
- (56) FD. LEAD, TACK, AND TAG STAMPED "RCE 21687" ON TOP OF RETAINING WALL, DISTURBED, IN LIEU OF 1" I.P. TAGGED "RCE 21687" PER R5, FLUSH, S 73°23'00" E 0.10' FROM ESTABLISHED CORNER.
- (57) FD. LEAD, TACK, AND TAG STAMPED "RCE 21687" ON TOP OF RETAINING WALL, DISTURBED, IN LIEU OF 1" I.P. TAGGED "RCE 21687" PER R5, FLUSH, S 73°23'00" E 0.14' FROM ESTABLISHED CORNER.
- (58) FD. LEAD, TACK, AND TAG STAMPED "RCE 21687" ON TOP OF RETAINING WALL, DISTURBED, IN LIEU OF 1" I.P. TAGGED "RCE 21687" PER R5, FLUSH, S 70°21'36" E 0.50' FROM ESTABLISHED CORNER.
- (59) FD. 2" I.P. TAGGED "RCE 21687", PER R5, DN. 0.3', DISTURBED, S 77°19'44" W 0.56' FROM ESTABLISHED CORNER.

ESTABLISHMENT NOTES

- 1 THE GENERALLY WESTERLY RIGHT-OF-WAY LINE OF CONCORDIA WEST AND THE CENTERLINES OF CONCORDIA WEST, FAITH, CHARITY, AND JOY WERE ESTABLISHED BY HOLDING FOUND MONUMENTS, RECORD ANGLES, RECORD CURVE DATA, AND RECORD DISTANCES PER R1, R2, AND R3 RESPECTIVELY.
- 2 CORNER WAS ESTABLISHED BY RECORD DISTANCE-DISTANCE INTERSECTION PER R1 FROM FOUND MONS 26 AND 27. RESULTING ANGLE AT ESTABLISHED CORNER EQUALS RECORD ANGLE PER R1.
- 3 THE GENERALLY NORTHWESTERLY AND SOUTHEASTERLY RIGHT-OF-WAY LINES OF CONCORDIA EAST AND THE CENTERLINE OF CONCORDIA EAST WERE ESTABLISHED BY HOLDING FOUND MONS 35 AND 36, RECORD ANGLES, RECORD CURVE DATA, AND RECORD DISTANCES PER R4 AND R5 RESPECTIVELY.
- 4 CORNER WAS ESTABLISHED BY BEARING-BEARING INTERSECTION.
- 5 THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF ASCENSION AND THE CENTERLINE OF ASCENSION WERE ESTABLISHED BY HOLDING FOUND MONS 36, 37 AND 38, RECORD DISTANCE AND RECORD RADIUS PER R5.
- 6 THE GENERALLY WESTERLY BOUNDARY OF R5 FROM FOUND MONS 48 AND 50 AND THE CENTERLINES OF TRINITY AND BLESSING BETWEEN FOUND MONS 38 AND 46 WERE ESTABLISHED BY HOLDING FOUND MONUMENTS, RECORD ANGLES, RECORD CURVE DATA, AND RECORD DISTANCES PER R5.
- 7 THE GENERALLY SOUTHERLY LINE OF R1 WAS ESTABLISHED BY HOLDING RECORD ANGLES AND COMPASS ADJUSTING THE RECORD DISTANCES BETWEEN FOUND MONS 3 AND 48.

NOTES:

SEE SHEET 1 FOR BASIS OF BEARINGS, DATUM STATEMENT, MONUMENTATION NOTES, REFERENCE NOTES, AND LEGEND
 SEE SHEET 3 FOR BOUNDARY AND GPS TIES
 SEE SHEET 4 FOR BOUNDARY, GPS TIES, AND DETAIL 'A'
 SEE SHEET 5 FOR DETAIL 'B', LINE AND CURVE TABLES

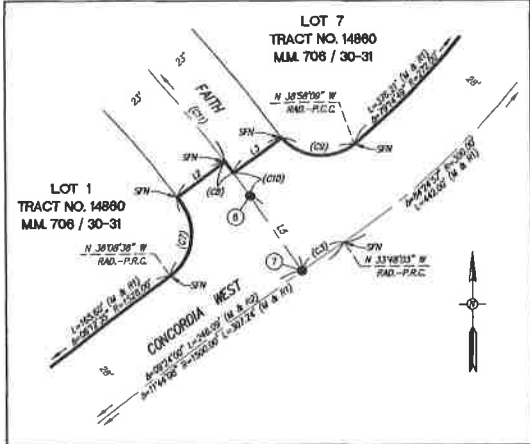
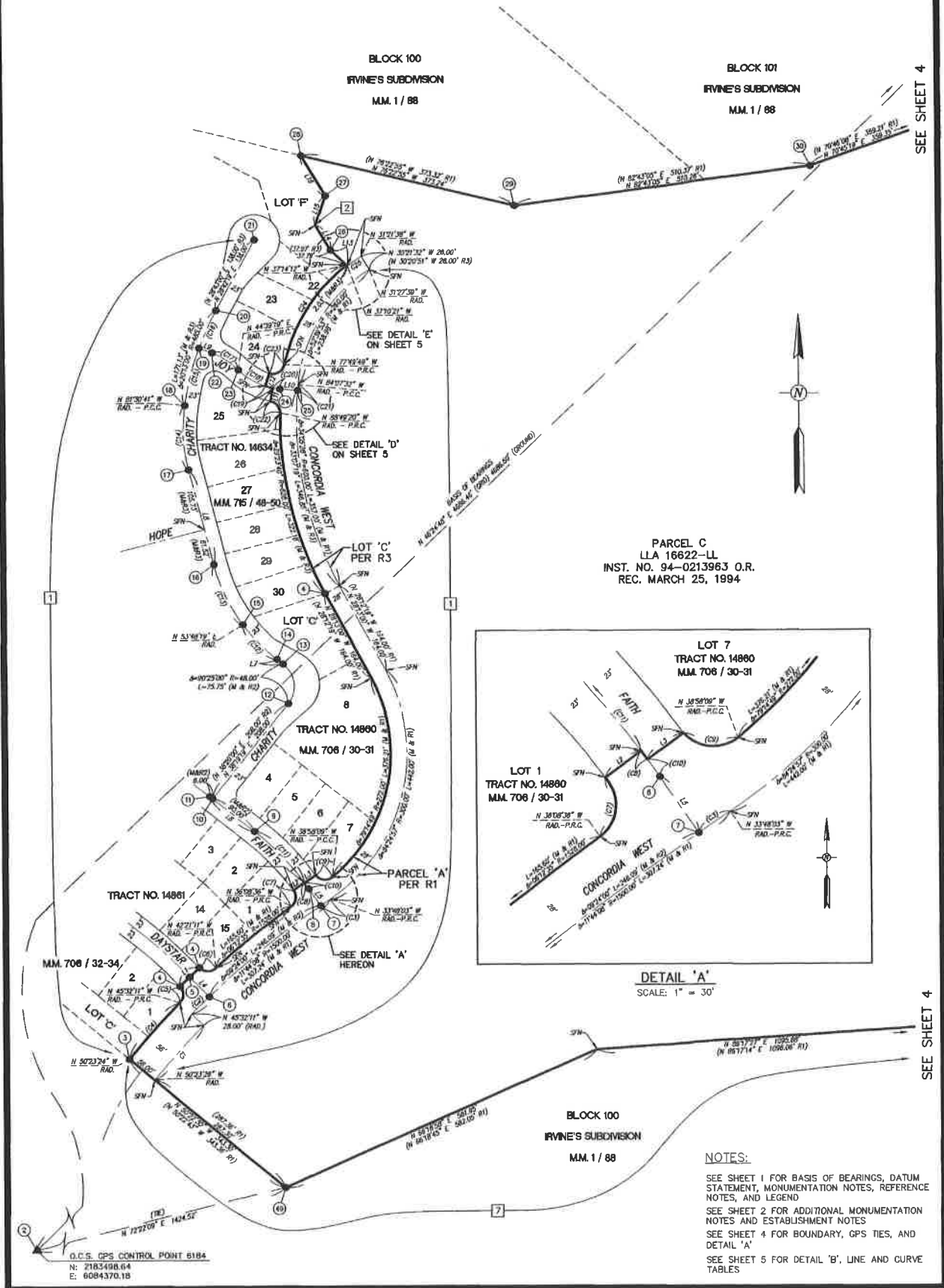
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SHEET 3 OF 5
DATE OF SURVEY: MARCH 18, 2015
SCALE: 1" = 100'

RECORD OF SURVEY NO. 2015-1209

IN THE CITY OF IRVINE,
COUNTY OF ORANGE, STATE OF CALIFORNIA

RALPH W. GUIDA, IV P.L.S. 7076



NOTES:

- SEE SHEET 1 FOR BASIS OF BEARINGS, DATUM STATEMENT, MONUMENTATION NOTES, REFERENCE NOTES, AND LEGEND
- SEE SHEET 2 FOR ADDITIONAL MONUMENTATION NOTES AND ESTABLISHMENT NOTES
- SEE SHEET 4 FOR BOUNDARY, GPS TIES, AND DETAIL 'A'
- SEE SHEET 5 FOR DETAIL 'B', LINE AND CURVE TABLES

SEE SHEET 4

SEE SHEET 4

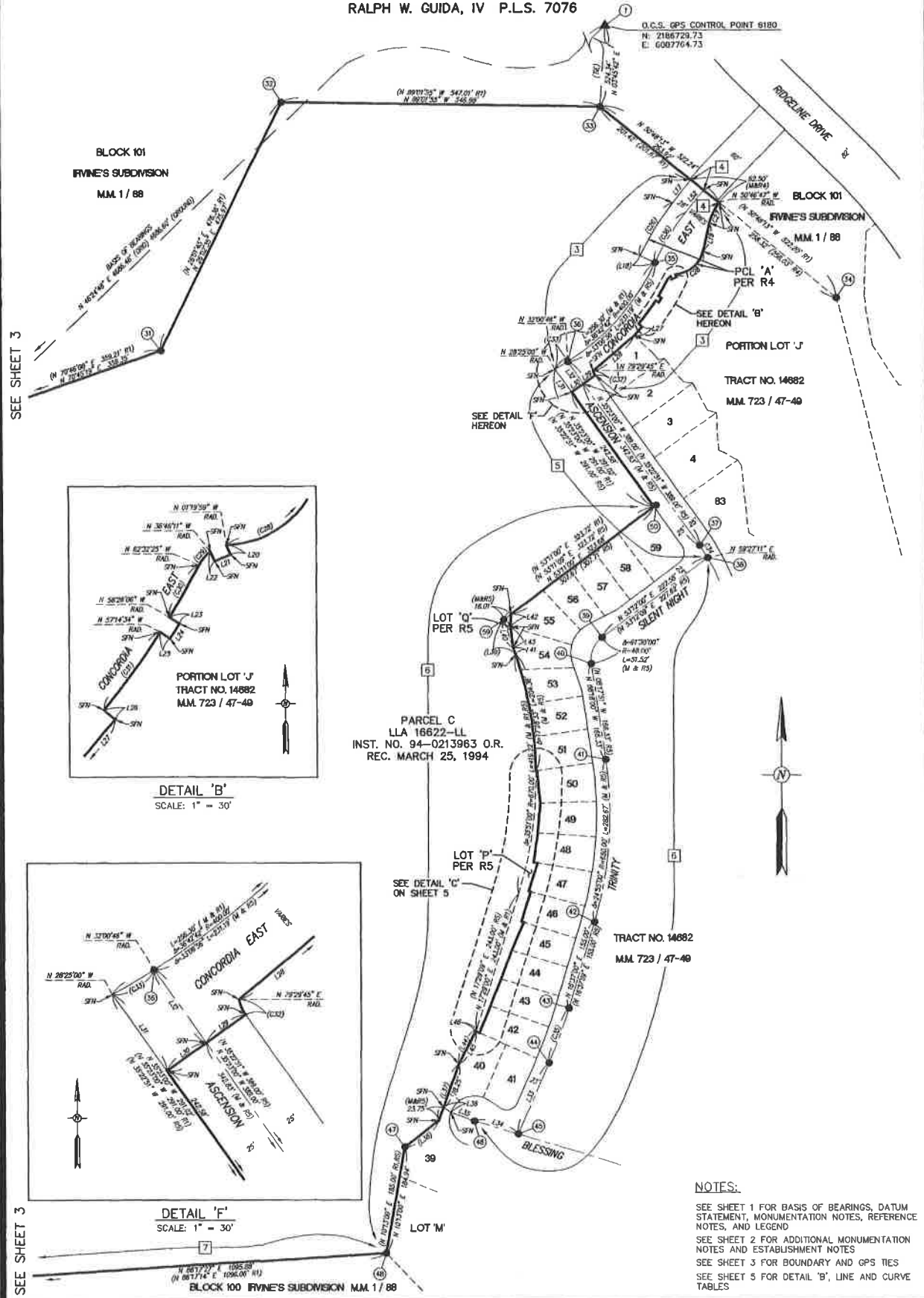
287
Y2

SHEET 4 OF 5
DATE OF SURVEY: MARCH 18, 2015
SCALE: 1" = 100'

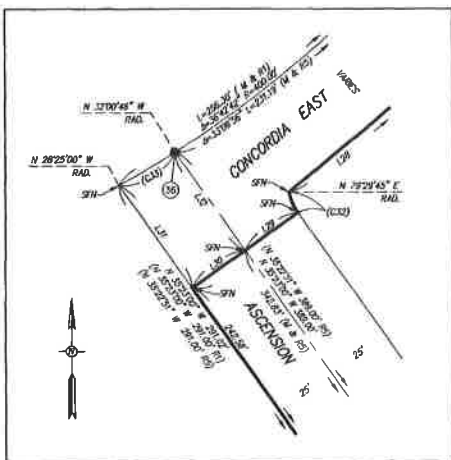
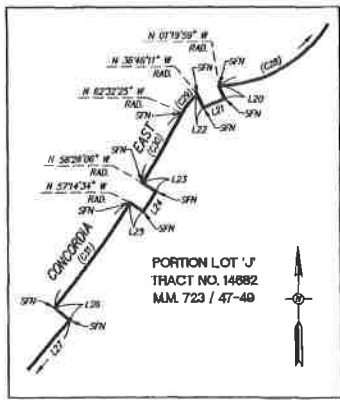
RECORD OF SURVEY NO. 2015-1209

IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

RALPH W. GUIDA, IV P.L.S. 7076



SEE SHEET 3



SEE SHEET 3

NOTES:

- SEE SHEET 1 FOR BASIS OF BEARINGS, DATUM STATEMENT, MONUMENTATION NOTES, REFERENCE NOTES, AND LEGEND.
- SEE SHEET 2 FOR ADDITIONAL MONUMENTATION NOTES AND ESTABLISHMENT NOTES.
- SEE SHEET 3 FOR BOUNDARY AND GPS TIES.
- SEE SHEET 5 FOR DETAIL 'B', LINE AND CURVE TABLES.

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SHEET 5 OF 5
DATE OF SURVEY: MARCH 18, 2015

RECORD OF SURVEY NO. 2015-1209

IN THE CITY OF IRVINE,
COUNTY OF ORANGE, STATE OF CALIFORNIA

RALPH W. GUIDA, IV P.L.S. 7076

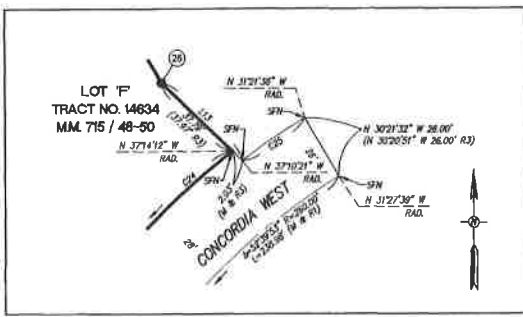
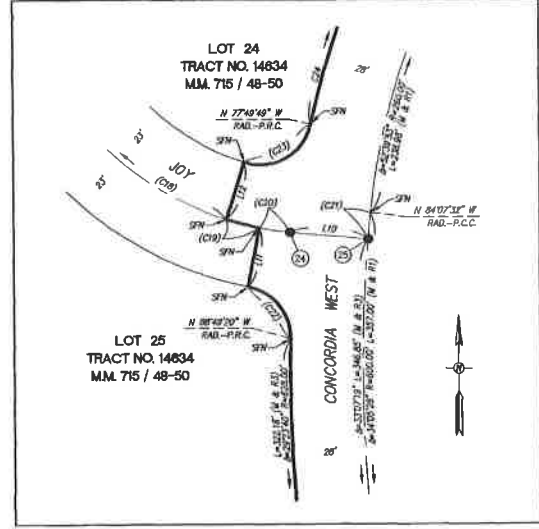
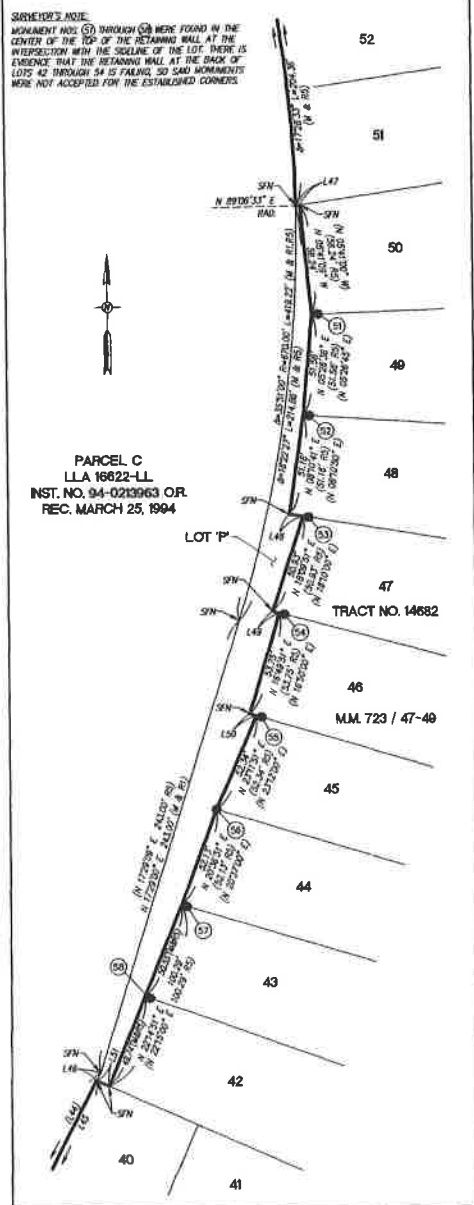
NO.	BEARING	LENGTH	REMARKS
L1	N 48°30'00" E	46.00	RAIL
L2	N 48°30'00" E	146.00	RAIL
L3	N 53°45'00" E	23.00	RAIL
L4	N 43°00'00" E	42.40	RAIL
L5	N 54°10'00" W	35.00	RAIL
L6	N 52°00'00" W	19.50	RAIL
L7	N 52°00'00" W	19.50	RAIL
L8	N 14°20'00" W	57.25	RAIL
L9	N 02°30'00" W	22.18	RAIL
L10	N 02°30'00" W	22.18	RAIL
L11	N 10°15'00" E	23.00	RAIL
L12	N 17°31'00" E	23.00	RAIL
L13	N 17°31'00" E	23.00	RAIL
L14	N 46°21'00" W	40.00	RAIL
L15	N 30°15'00" W	50.00	RAIL
L16	N 30°15'00" W	50.00	RAIL
L17	N 30°15'00" W	50.00	RAIL
L18	N 30°15'00" W	50.00	RAIL

NO.	BEARING	LENGTH	REMARKS
L19	N 03°07'42" W	78.00	RAIL (M & R)
L20	N 13°01'43" E	119.58	RAIL
L21	N 03°50'52" E	43.89	RAIL
L22	N 24°02'23" W	5.36	RAIL
L23	N 03°50'52" E	43.89	RAIL
L24	N 24°02'23" W	5.36	RAIL
L25	N 57°50'11" W	6.02	RAIL
L26	N 57°50'11" W	6.02	RAIL
L27	N 57°50'11" W	6.02	RAIL
L28	N 57°50'11" W	6.02	RAIL
L29	N 57°50'11" W	6.02	RAIL
L30	N 57°50'11" W	6.02	RAIL
L31	N 57°50'11" W	6.02	RAIL
L32	N 57°50'11" W	6.02	RAIL
L33	N 57°50'11" W	6.02	RAIL
L34	N 57°50'11" W	6.02	RAIL
L35	N 57°50'11" W	6.02	RAIL
L36	N 57°50'11" W	6.02	RAIL
L37	N 57°50'11" W	6.02	RAIL
L38	N 57°50'11" W	6.02	RAIL
L39	N 57°50'11" W	6.02	RAIL
L40	N 57°50'11" W	6.02	RAIL
L41	N 57°50'11" W	6.02	RAIL
L42	N 57°50'11" W	6.02	RAIL
L43	N 57°50'11" W	6.02	RAIL
L44	N 57°50'11" W	6.02	RAIL
L45	N 57°50'11" W	6.02	RAIL
L46	N 57°50'11" W	6.02	RAIL
L47	N 57°50'11" W	6.02	RAIL
L48	N 57°50'11" W	6.02	RAIL
L49	N 57°50'11" W	6.02	RAIL
L50	N 57°50'11" W	6.02	RAIL
L51	N 57°50'11" W	6.02	RAIL
L52	N 57°50'11" W	6.02	RAIL
L53	N 57°50'11" W	6.02	RAIL
L54	N 57°50'11" W	6.02	RAIL
L55	N 57°50'11" W	6.02	RAIL
L56	N 57°50'11" W	6.02	RAIL
L57	N 57°50'11" W	6.02	RAIL
L58	N 57°50'11" W	6.02	RAIL
L59	N 57°50'11" W	6.02	RAIL
L60	N 57°50'11" W	6.02	RAIL

NO.	BEARING	LENGTH	REMARKS
L35	N 69°29'30" W	43.00	RAIL
L36	N 69°29'30" W	43.00	RAIL
L37	N 20°00'00" E	102.00	M & R
L38	N 20°00'00" E	102.00	M & R
L39	N 20°00'00" E	102.00	M & R
L40	N 20°00'00" E	102.00	M & R
L41	N 20°00'00" E	102.00	M & R
L42	N 20°00'00" E	102.00	M & R
L43	N 20°00'00" E	102.00	M & R
L44	N 20°00'00" E	102.00	M & R
L45	N 20°00'00" E	102.00	M & R
L46	N 20°00'00" E	102.00	M & R
L47	N 20°00'00" E	102.00	M & R
L48	N 20°00'00" E	102.00	M & R
L49	N 20°00'00" E	102.00	M & R
L50	N 20°00'00" E	102.00	M & R
L51	N 20°00'00" E	102.00	M & R
L52	N 20°00'00" E	102.00	M & R
L53	N 20°00'00" E	102.00	M & R
L54	N 20°00'00" E	102.00	M & R
L55	N 20°00'00" E	102.00	M & R
L56	N 20°00'00" E	102.00	M & R
L57	N 20°00'00" E	102.00	M & R
L58	N 20°00'00" E	102.00	M & R
L59	N 20°00'00" E	102.00	M & R
L60	N 20°00'00" E	102.00	M & R

NO.	DELTA	RADIUS	LENGTH	REMARKS
C1	04°31'23"	1472.00	124.77	M & R
C2	07°35'50"	1000.00	41.67	M & R
C3	07°44'38"	1000.00	18.47	M & R
C4	04°31'23"	1472.00	124.44	M & R
C5	07°35'50"	1000.00	30.00	M & R
C6	07°44'38"	1000.00	30.00	M & R
C7	04°31'23"	1472.00	32.47	M & R
C8	07°35'50"	1000.00	7.50	M & R
C9	07°35'50"	1000.00	35.41	M & R
C10	07°35'50"	1000.00	35.41	M & R
C11	04°31'23"	1472.00	124.44	M & R
C12	07°35'50"	1000.00	42.25	M & R
C13	07°35'50"	1000.00	114.41	M & R
C14	04°31'23"	1472.00	111.58	M & R
C15	07°35'50"	1000.00	102.30	M & R
C16	07°35'50"	1000.00	73.85	M & R
C17	04°31'23"	1472.00	53.90	M & R
C18	07°35'50"	1000.00	53.45	M & R
C19	07°35'50"	1000.00	12.99	M & R

NO.	DELTA	RADIUS	LENGTH	REMARKS
C20	06°11'49"	1713.00	11.98	M & R
C21	06°58'59"	800.00	19.15	M & R
C22	06°27'23"	30.00	26.00	M & R
C23	05°23'06"	30.00	33.30	M & R
C24	06°11'49"	1713.00	204.00	M & R
C25	05°40'43"	286.00	78.01	REF
C26	06°11'49"	1713.00	236.00	RAIL
C27	14°17'38"	426.00	127.00	M & R
C28	06°11'49"	1713.00	35.00	RAIL
C29	28°10'09"	(85.50)	(31.05)	RAIL
C30	75°38'27"	50.44	66.50	M & R
C31	28°10'09"	32.50	9.27	M & R
C32	04°58'19"	432.50	33.99	M & R
C33	06°30'37"	432.50	48.80	M & R
C34	24°25'42"	35.00	8.66	M & R
C35	04°58'19"	432.50	25.71	M & R
C36	04°58'19"	432.50	25.71	M & R
C37	04°58'19"	432.50	25.71	M & R
C38	07°10'09"	400.00	100.00	M & R
C39	14°17'38"	426.00	100.00	M & R



NOTES:
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SEE SHEET 3 FOR BOUNDARY AND GPS TIES
SEE SHEET 4 FOR BOUNDARY, GPS TIES, AND DETAIL 'A'

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EXHIBIT B
of Attachment 1

[Planning Commission Resolution 17-3598]

PLANNING COMMISSION RESOLUTION NO. 17-3598

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF IRVINE, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT MODIFICATION 00612052-PCPU FOR CONCORDIA UNIVERSITY CAMPUS MASTER BUILD-OUT PLAN AT 1530 CONCORDIA WEST, PLANNING AREA 21, TURTLE ROCK, FILED BY CONCORDIA UNIVERSITY

WHEREAS, the Irvine City Council approved General Plan Amendment 4237-GA on April 14, 1992, and Zone Change 5232-ZC on April 28, 1992, to allow development of 310,980 square feet of institutional use and 330 institutional dwelling unit on the Concordia University campus; and

WHEREAS, the Irvine Planning Commission approved Conditional Use Permit 12273-CPU on August 5, 1993, which provided for the master build-out plan of the campus with development of 310,980 square feet of institutional use to serve 1,800 full-time students, 330 institutional dwelling units, a child care center, control access gates, and administrative relief for shared parking; and

WHEREAS, the Director of Community Development approved minor modification 23264-CPM to revise two residence halls from apartment to dormitory design on March 12, 1996; and

WHEREAS, the Director of Community Development approved minor modification 26040-CPM to add the new student center to replace the use and future expansion of the Eagle Café, replace the expansion of the student services/student center, and replace two new classroom buildings from previously approved Conditional Use Permit 12273-CPU on January 31, 1997; and

WHEREAS, the Irvine Zoning Administrator approved administrative relief 36598-CPM for shared parking to establish 1,105 parking spaces as the maximum required parking to serve the campus at build-out on December 8, 1999; and

WHEREAS, the Manager of Planning and Development Services approved minor modification 43809-CPM for the conversion of a dormitory into administrative use increasing the institutional cap to 321,220 square feet in Planning Area 21 on June 28, 2000; and

WHEREAS, the Director of Community Development approved minor modification 0050287-CPM to add two golf cart paths for campus circulation improvements and reconfigure various parking lots on October 22, 2001; and

WHEREAS, the Irvine Planning Commission approved Conditional Use Permit modification 00366703-PCPM to reconfigure the Educational, Business and Technology Building and two parking lots on April 7, 2005; and

WHEREAS, Concordia University is requesting approval of Conditional Use Permit modification 00612052-PCPU to revise the campus build-out plan for the 72.8-acre main campus by demolishing seven existing buildings totaling approximately 71,231 square feet and constructing up to 148,880 square feet of new buildings or additions to existing buildings resulting in 77,649 square feet of new building square footage at 1530 Concordia West in Planning Area 21, Turtle Rock ("CUP Modification"); and

WHEREAS, should Concordia University fully implement the campus build-out plan, there would be 321,220 square feet of institutional buildings on campus and 330 dormitory units, consistent with the approved maximums; and

WHEREAS, the project has a General Plan land use designation of General Institutional, a Zoning Ordinance designation of 6.1 Institutional, and is located within the San Joaquin Hills Hillside Overlay District; and

WHEREAS, the CUP Modification conforms with the City of Irvine General Plan and will conform with the Zoning Ordinance if the Zoning Ordinance is amended pursuant to the associated Zone Change 00629029-PZC (the "Zone Change"); and

WHEREAS, the CUP Modification and associated Zone Change are considered a "project" under regulations of the State of California Environmental Quality Act (CEQA); and

WHEREAS, a Final Environmental Impact Report for Concordia University CUP Modification/Zone Change Campus Master Build-Out Plan Update (SCH No. 2015091023, 00618828-PCLE) (the "Final EIR") that includes responses to comments and corrections to the Draft EIR has been prepared pursuant to CEQA to address potential environmental impacts associated with the CUP Modification and Zone Change; and

WHEREAS, on March 16, 2017 the Planning Commission held a duly noticed public hearing on the Final EIR and the corresponding Zone Change and CUP Modification, at which time oral and documentary evidence was introduced along with the written recommendations of the Community Development Department of the City of Irvine, and the Planning Commission received public testimony; and

WHEREAS, the Final EIR is subject to review and, if appropriate, certification by the City Council of the City of Irvine; and

WHEREAS, through the adoption of Planning Commission Resolution No. 17-3596, the Planning Commission reviewed and recommended City Council certification of the Final EIR and adoption of the proposed CEQA Findings of Fact and Mitigation Monitoring and Reporting Program ("MMRP"); and

WHEREAS, the associated Zone Change is subject to review and, if appropriate, approval by the City Council of the City of Irvine; and

WHEREAS, through the adoption of Planning Commission Resolution No.17-3597, the Planning Commission reviewed and recommended City Council approval of the associated Zone Change; and

WHEREAS, Planning Commission of the City of Irvine's approval of the CUP Modification is contingent on the City Council's certification of the Final EIR, adoption of the proposed CEQA Findings of Fact and MMRP, and approval of the associated Zone Change; and

WHEREAS, the Planning Commission of the City of Irvine has considered information presented by the applicant, the Community Development Department, and other interested parties at the above-referenced public hearing held on March 16, 2017.

NOW, THEREFORE, the Planning Commission of the City of Irvine DOES HEREBY RESOLVE as follows:

SECTION 1. The Recitals above are true and correct and incorporated herein by this reference.

SECTION 2. Pursuant to Section 15161 and 15168 of the State of California CEQA Guidelines and Section 8 of the City of Irvine CEQA Procedures, an Environmental Impact Report (EIR), SCH No. 2015091023 has been prepared. The draft EIR was circulated for public comment from August 1, 2016 through September 14, 2016.

SECTION 3. Mitigation measures identified in the EIR have been incorporated into the conditions of approval for the project. These measures mitigate any potential significant environmental effects.

SECTION 4. Pursuant to Section 15202 of the State CEQA Guidelines, the Planning Commission reviewed and considered the Final EIR in reviewing the project. Through the adoption of Planning Commission Resolution No. 17-3596, the Planning Commission found that the EIR adequately addresses the general environmental setting of the proposed project, analyzes the potentially significant environmental impacts and alternatives, and proposes mitigation measures related to each significant impact. The Planning Commission, therefore, recommended the City Council certify the Final EIR and adopt the proposed CEQA Findings of Fact and MMRP.

SECTION 5. Pursuant to Fish and Game Code Section 711.4(c), all required Fish and Game filing fees shall be paid subsequent to certification of the Final EIR.

SECTION 6. The findings required by State law regarding justification of Citywide, village-wide, and project specific development fees for public facilities as a result of this project approval have been met as follows:

- A. Citywide fees for public facilities are collected in conjunction with the issuance of building permits for development projects and consist of the following:
 - 1. San Joaquin Transportation Corridor Area of Benefit Charges.
 - 2. Development surcharge fees to recover wear and tear costs from construction site traffic.
 - 3. A systems development charge.
- B. Resolutions have been adopted by the Irvine City Council which establishes the connection between the development projects and the public improvements based on the following nexus:
 - 1. The area of benefit charges for the San Joaquin Transportation Corridor are based on the assumption that future state and federal revenues are projected to be inadequate to construct said transportation corridors in a timely manner; and that future development should pay a share of the cost of implementing new transportation corridors to ensure that the transportation system will be adequate to serve said development and that this share of the corridor costs should be proportional to the traffic generated by the development.
 - 2. The impact of construction vehicles using City streets causes wear and tear which significantly reduces the life of the surface of City streets beyond normally expected use and the cost of impacted wear and tear on City streets should be borne by the development projects which create the impact. The wearing surface on City streets is reduced by 50 percent by commercial/industrial construction traffic which causes significant increases on City maintenance costs.
 - 3. The implementation of a systems development charge provides a predictable and equitable funding source for capital improvements by requiring development projects to "buy into" the pre-existing City infrastructure so that the impact of new growth on existing improvements will be borne equitably by new development.
- C. All of the Citywide fees identified in this section are based on this project's proportional share of the cost of the improvement as identified in the appropriate City Council resolution.

- D. The following nexus between the project specific public facilities and the development project have been identified:
1. The purposes of the fees have been identified.
 2. There is a reasonable relationship between the need for public facilities and the type of development for which the fee is imposed.
 3. There is a reasonable relationship between the amount of the fees and the costs of the public facilities attributable to the development on which the fee is based.

SECTION 7. The findings required to be made by the Planning Commission for the approval of a Conditional Use Permit Modification, as set forth in Section 2-9-7 of the Zoning Code, have been made as follows:

- A. The proposed location of the conditional use is in accord with the objectives of Chapter 1-1 of the Zoning Ordinance and the purpose of the zoning district in which the site is located.

The project site is located in Planning Area 21, Turtle Rock, and designated for 6.1 Institutional use on the Zoning Ordinance land use map. The four-year private university/school uses are consistent with the Zoning Ordinance's description of the institutional land use category as a conditionally permitted use. If the Zoning Ordinance is amended pursuant to the associated Zone Change, the proposed uses will also be consistent with Zoning Ordinance Section 9-21-7.B's special development requirements for the parts of the Planning Area subject to General Plan Amendment 4237-GA and Zone Change 5232-ZC.

- B. The proposed conditional use will not be detrimental to the public health, safety or welfare, or be materially injurious to properties or improvements in the vicinity.

Project review under CEQA and the development requirements of the Zoning Ordinance ensure that the proposed Conditional Use Permit modification will not be detrimental to the public health, safety or welfare, or be materially injurious to properties or improvements in the vicinity. It has been determined that, if City Council certifies the Final EIR and adopts of the proposed CEQA Findings of Fact and MMRP, and with the application of the conditions of approval below, which include mitigations measures, there will be no detrimental effects of development from implementing the proposed campus master build-out plan.

The project updates the previously approved campus master build-out plan for the 72.8-acre main campus at 1530 Concordia West by demolishing

seven existing buildings totaling approximately 71,231 square feet and constructing up to 148,880 square feet of new buildings or additions to existing buildings in four project phases. The proposed project maintains the previously approved 321,220 square foot cap of institutional buildings and 330 dormitory units or 1,320 beds. Planned new athletic facilities include a lap/recreational pool, relocation of four existing tennis courts and addition of two new tennis courts on a deck, and two new sand volleyball courts. Additionally, permanent athletic field lighting will be installed. The project also includes upgrades to on-site circulation and parking lot improvements and potential installation of a traffic signal, second outbound shared left/right turn lane and pedestrian crosswalk improvements off-site at the intersection of Ridgeline Drive and Concordia East.

- C. The proposed conditional use is compatible with existing uses and future uses to the extent those uses are known, and will comply with each of the applicable provisions of the Zoning Ordinance, except for approved Variances and/or Administrative Relief per Chapters 2-2 and 2-37.

Concordia University is a four-year educational institution which has operated in this location since 1976 for over 40 years. The modification updates the previously approved 2005 campus master build out plan by renovating or replacing old buildings at or approaching the end of their useful lives with state-of-the-art educational facilities that enrich the academic, athletic, cultural and social environment for the university and larger community. The proposed buildings' orientation, massing and exterior materials are designed to complement the site topography and existing campus.

Land uses adjacent to the project site include Mason Regional Park to the north, Concordia East residential (82 low-density single-family detached homes) to the east, French Hill open space to the south, and Concordia West residential (69 low-density single-family detached homes) to the west. Access to the campus will continue to be provided via two existing gated entry points, one at Concordia East via Ridgeline Drive to the east and one at Concordia West via Turtle Rock Drive to the west. All required parking will continue to be provided on-site via surface parking lots.

The modification is compatible with the existing and future uses to the extent that those uses are known and will comply with Zoning Code Sections 3-37-37 (6.1 Institutional). As noted above, if the Zoning Ordinance is amended pursuant to the associated Zone Change, the proposed uses will also be consistent with Zoning Ordinance Section 9-21-7.B's special development requirements for the parts of the Planning Area subject to General Plan Amendment 4237-GA and Zone Change 5232-ZC. No requests for variances or administrative relief are being made with this CUP modification.

- D. If the proposed Conditional Use Permit affects land located within the coastal zone, the proposed conditional use will comply with the provisions of the land use plan of the certified local coastal program.

The project site is not located within the coastal zone.

- E. Based upon information available at the time of approval, adequate utilities, access roads, drainage, and other necessary facilities exist or will be provided to serve the proposed use.

Conditions of approval, including mitigation measures from the proposed EIR, are placed on the project for upgrades to existing infrastructure to serve the campus as the university implements the phased campus master build-out plan. Existing utility infrastructure and facilities are available on campus or in the vicinity. On-site utility infrastructure [i.e., water (both potable and recycled) wastewater, drainage, electricity, natural gas, and communications] would be provided, as necessary, to serve the proposed uses and would connect to the existing backbone infrastructure which would require on-site infrastructure improvements and off-site improvements along Ridgeline Drive and University Drive (for upgraded dry utility infrastructure) to serve the proposed uses and to connect to existing utilities. The utility infrastructure installed as part of the project would be sized and located expressly to serve the campus in terms of existing and proposed uses.

SECTION 8. That the Secretary to the Planning Commission shall enter the Resolution into the book of original Resolutions.

NOW, THEREFORE, based on the above findings and contingent on the City Council certifying the Final EIR, adopting the proposed CEQA Findings of Fact and MMRP, and approving the associated Zone Change, the Planning Commission of the City of Irvine DOES HEREBY APPROVE Conditional Use Permit Modification 00612052-PCPU, subject to all applicable Plans, Programs, and Policies (PPPs), Project Design Features (PDFs) and Mitigation Measures (MMs) as set forth by the Final EIR for the Concordia University CUP Modification/Zone Change Campus Master Build-Out Plan Update, and subject to the following conditions:

PRIOR TO THE ISSUANCE OF GRADING PERMITS

Standard Condition 2.4

EXISTING SURVEY MONUMENTS

Prior to issuance of the preliminary grading permit, the applicant shall file a Corner Record or Record of Survey with the County Surveyor to establish existing survey control points as defined in Section 8711(b) of the California Professional Land Surveyors Act, if the City Engineer determines an existing survey monument(s)

may be disturbed by construction activities. The City Engineer shall review and approve the Corner Record or Record of Survey prior to filing the record with the County Surveyor.

Standard Condition 2.5

**ARCHAEOLOGIST / PALEONTOLOGIST
(PPP 4-1)**

Prior to the issuance of the first preliminary or precise grading permit for a project that is located on land that includes potentially significant archaeological and/or paleontological sites, and for any subsequent permit involving excavation to increased depth, the applicant shall provide letters from an archaeologist and/or a paleontologist. The letters shall state that the applicant has retained these individuals, and that the consultant(s) will be on call during all grading and other significant ground disturbing activities. Determination of the need for these consultants shall be based on the environmental analysis for the project. These consultants shall be selected from the roll of qualified archaeologists and paleontologists maintained by the County of Orange (OC Public Works / OC Planning). The archaeologist and/or paleontologist shall meet with Community Development staff, and shall submit written recommendations specifying procedures for cultural/scientific resource surveillance. These recommendations shall be reviewed and approved by the Director of Community Development prior to issuance of the grading permit and prior to any surface disturbance on the project site. Should any cultural/scientific resources be discovered during grading, no further grading shall occur in the area of the discovery until the Director of Community Development is satisfied that adequate provisions are in place to protect these resources. This condition and the approved recommendations shall be incorporated on the cover sheet of the grading plan under the general heading: "Conditions of Approval."

Standard Condition 2.6

**SITE SPECIFIC GEOTECHNICAL STUDY
(PPP 5-1)**

Prior to the issuance of grading permits, the applicant shall provide to the Chief Building Official a site-specific geotechnical study for each proposed structure. The geotechnical report shall be prepared by a registered civil engineer or certified engineering geologist, having competence in the field of seismic hazard evaluation and mitigation. The geotechnical report shall contain site-specific evaluations of the seismic hazard affecting the project, and shall identify portions of the project site containing seismic hazards. The report shall also identify any known off-site seismic hazards that could adversely affect the site in the event of an earthquake. The contents of the geotechnical report shall include, but shall not be limited to, the following:

- a. Project description.
- b. A description of the geologic and geotechnical conditions at the site, including an appropriate site location map.

- c. Evaluation of site-specific seismic hazards based on geological and geotechnical conditions, in accordance with current industry standards of practice.
- d. Recommendations for earthwork and construction.
- e. Name of report preparer(s), and signature(s) of a certified engineering geologist and/or registered civil engineer, having competence in the field of seismic hazard evaluation and mitigation.
- f. Include the official professional registration or certification number and license expiration date of each report preparer in the signature block of the report.

Standard Condition 2.7

GROUNDWATER SURVEY

Prior to the issuance of precise grading permits, the applicant shall submit to the Chief Building Official a groundwater survey of the entire site. The analysis shall be prepared by a licensed geotechnical engineer versed in groundwater analysis and shall include the following information and analysis:

- a. Potential for perched groundwater intrusion into the shallow groundwater zone upon build-out.
- b. Analysis for relief of groundwater buildup and properties of soil materials on-site.
- c. Impact of groundwater potential on building and structural foundations.
- d. Proposed mitigation to avoid potential for groundwater intrusion within five feet of the bottom of the footings.

Standard Condition 2.12

**WATER QUALITY – NOTICE OF INTENT
(PPP-8-1)**

Prior to the issuance of preliminary or precise grading permits for a project that will result in soil disturbance of one (1) or more acres of land, the applicant shall provide the Chief Building Official with evidence that a Notice of Intent (NOI) has been filed with the State Water Resources Control Board. Such evidence shall consist of a copy of the NOI stamped by the State Water Resources Control Board or the Regional Water Quality Control Board, or a letter from either agency stating that the NOI has been filed.

Standard Condition 2.13

**WATER QUALITY MANAGEMENT PLAN
(PPP 8-2)**

Prior to the issuance of preliminary or precise grading permits, the applicant shall submit to the Chief Building Official for review and approval, a Water Quality Management Plan (WQMP). The WQMP shall identify the Best Management Practices (BMPs) that will be used on the site to control predictable pollutant runoff.

Standard Condition 2.20

WILDLIFE HABITAT CLEARANCE

Prior to the issuance of permits for any grading activity including, but not limited to, clearing, grubbing, mowing, discing, trenching, grading, fuel modification, agriculture planting activity, and/or other related construction activity for a project that will involve removal of native plant communities and wildlife habitat, the applicant shall obtain written authorization from the appropriate Federal, State and local agencies having jurisdiction over the habitat area. The authorization shall state that said activity complies with the regulations enforced by those agencies. Additionally, any mitigation requirements set forth by such agencies shall be incorporated into the project's final design plans. This written authorization, along with plans and mitigation measures, shall be submitted to the Director of Community Development for review and shall have been approved by the Director prior to issuance of a permit for any grading activity.

Standard Condition 2.24

SOLID WASTE RECYCLING

Prior to the issuance of grading permits for a project that involves the demolition of an asphalt or concrete parking lot on site, the applicant shall submit a waste management plan demonstrating compliance with the requirements of Title 6, Division 7 of the City of Irvine Municipal Code relating to recycling and diversion of demolition waste as applicable to said project. Over the course of demolition or construction, the applicant shall ensure compliance with all code requirements related to the use of City-authorized waste haulers.

Condition 2.26

HYDROLOGY REPORT

Prior to issuance of grading permits, the applicant shall submit a hydrology report for the proposed development, addressing the existing and proposed drainage conditions.

Condition 2.27

11' TRAIL EASEMENT DEED

Prior to issuance of a grading permit for Phase 1, the applicant shall submit a quitclaim and easement deed for the alteration of the existing pedestrian access easement through the college demonstrating a continuous connection from Turtle Rock Vistas residential development through the Concordia University campus to Ridgeline Drive. The quitclaim and easement deed shall be in the form approved by the City Attorney and prepared to the satisfaction of the City Engineer.

Condition 2.28

COUNTY ROW ACQUISITION

Prior to issuance of grading permits for the portion of the 11' wide trail (along Concordia East) and, if applicable, any traffic signal related improvements for the intersection at Concordia East and Ridgeline Drive, within County of Orange right-

of-way, an Encroachment Permit and/or other acquisition method (e.g., park abandonment process) shall be required.

Condition 2.29

OCFA EMERGENCY ACCESS EASEMENTS

Prior to issuance of a grading permit, the applicant shall submit an easement deed for emergency access to the City. The easement deed shall be in the form approved by the City Attorney and prepared to the satisfaction of the City Engineer.

Condition 2.30

OCFA SUBMITTALS

Prior to the issuance of a grading permit, the applicant shall submit and receive approval from the Orange County Fire Authority for the following:

- Conceptual Fuel Modification Plan with rough grading permit (service code PR120)
- Precise Fuel Modification Plan with precise grading permit (service code PR124)
- Fire Master Plan for entire campus (service code PR145)
- Fire Protection Plan (service code PR146). For areas not within a very high fire hazard severity zone, architectural plans submitted to the City and/or County Building Departments shall list the applicable special construction requirements of CBC Chapter 7A or CRC R327.
- Executed Secured Fire Protection Agreement with the Orange County Fire Authority (*PPP 12-2*)

Condition 2.31

OCFA FUEL MODIFICATION COVENANT

A covenant for access and inspection purposes to the benefit of the city and for maintenance by the land owner is required for Fuel Modification Zones, Special Maintenance Areas, and/or Roadside Protection Zones that were identified on approved fuel modification plans. The covenant shall be provided to the OCFA for review and approval and recorded prior to issuance of grading permits

Condition 2.32

CHILDCARE CENTER OPTIONS

Prior to the issuance of the first grading permit for Phase 3 of the Concordia University Campus Master Build-Out Plan, the University shall submit a Conditional Use Permit (CUP) application(s) for a childcare center(s) on-campus and/or off-campus implementing one or both options below to accommodate 100 additional (new) licensed child care slots within Irvine.

- a. If the childcare center is accommodated on campus, it shall be located in 5,000 to 8,000 gross square feet of space in an existing building or in a proposed Phase 3 or 4 building in the Campus Master Build-Out Plan.

Additionally, an outdoor play area shall be provided consistent with all applicable City Child Care Center Standards and State Child Care licensing requirements; and/or

- b. If the childcare center is accommodated off-campus, it shall be located at an off-campus location convenient to University students and employees within the City of Irvine and shall consist of a new facility/facilities and/or the expansion of an existing facility/facilities.

The applicant and/or childcare provider shall make a good faith effort to process and obtain the CUP application(s) in a timely manner.

Condition 2.33 CONSTRUCTION STAGING & MANAGEMENT PLANS

Prior to the issuance of grading permits for each building, a construction management plan, detailing items including but not limited to access routes; haul routes; staging areas; temporary parking for students, faculty/staff, construction/temporary workers; and clean-up requirements including any public and private roadways, shall be submitted to the Director of Community Development. The plans shall be reviewed and approved by Community Development, Public Safety, Public Works and Orange County Fire Authority. A copy of the approved phased construction staging and management plans shall be retained by the Community Development Department and made available for public viewing.

Condition 2.34 MINOR/MAJOR MODIFICATIONS
(PPP 1-3)

Prior to approval of any modification application and/or issuance of grading and/or building permits for future buildings on campus, the Community Development Department shall review any proposed revisions, if applicable, to Conditional Use Permit modification 00612052-PCPU pursuant to Zoning Ordinance Chapter 2-19, Minor/Major Modification Procedure. Future buildings shall also comply with the University's *Narrative of Proposed Architectural Styles*, included in Appendix C of the Draft Environmental Impact Report (EIR).

PRIOR TO THE ISSUANCE OF BUILDING PERMITS

Standard Condition 3.5 FINAL ACOUSTICAL REPORT
(PPP-10-3)

Prior to the issuance of building permits for each structure or tenant improvement, other than a parking structure, the applicant shall submit a final acoustical report prepared to the satisfaction of the Director of Community Development. The report shall demonstrate that the development will be sound attenuated against present and projected noise levels including stationary, roadway, aircraft,

helicopter, and railroad noise to meet City interior and exterior noise standards. The final acoustical report shall include all information required by the City's Acoustical Report Information Sheet (Form 42-48). The report shall be accompanied by a list identifying the sheet(s) of the building plans that include required sound attenuation measures.

Standard Condition 3.6

SITE LIGHTING REQUIREMENTS
(PPP 12-4)

Prior to the issuance of building permits, the applicant shall demonstrate they have met the Irvine Uniform Security Code requirements for lighting by providing the below listed items for a complete review by the Police department. Failure to provide a complete lighting package will result in the delay of satisfaction of this condition.

- a. Electrical plan showing light fixture locations, type of light fixture, height of light fixture, and point-by-point photometric lighting analysis overlaid on the landscape plan with a tree legend. The photometric plan should only show those fixtures used to meet the Irvine Uniform Security Code requirements.
- b. Corresponding fixture cut-sheets (specifications) of those lights used to meet the Irvine Uniform Security Code.
- c. Site plan demonstrating that landscaping shall not be planted so as to obscure required light levels.
- d. Site plans that are full-scale and legible.

Standard Condition 3.7

SOLID WASTE RECYCLING

Prior to the issuance of building permits for a project that involves new construction or that involves the demolition or renovation of existing buildings on site, the applicant shall comply with requirements of Title 6, Division 7 of the City of Irvine Municipal Code relating to recycling and diversion of construction and demolition waste as applicable to said project. Over the course of demolition or construction, the applicant shall ensure compliance with all code requirements related to the use of City-authorized waste haulers.

Standard Condition 3.10 (Modified)

CHILD CARE PLAYGROUND

Prior to the issuance of a building permit for a building in phases three or four that includes a childcare center, the applicant shall obtain approval of a Playground Plan by the Director of Community Development. The Playground Plan shall include all information specified in City of Irvine Park/Public Facility Standards, Section VII-B.3.4.

Standard Condition 3.17

**EMERGENCY ACCESS PLAN
(PPP 13-1)**

Prior to the issuance of the first building permit, the applicant shall submit and have approved by the Chief of Police an Emergency Access Plan, which identifies and locates all Knox Boxes, Knox key switches, and Click2Enter radio access control receivers. Said plan shall be incorporated into the plan set approved for building permits

Standard Condition 3.20

**CONSTRUCTION SITE SECURITY PLAN
(PPP 12-3)**

Prior to the issuance of the first building permit, a Construction Site Security Plan, per the Irvine Uniform Security Code, Section 5-9-521, shall be approved by the Chief of Police. Said plan shall be incorporated into the plan set approved for building permits.

Condition 3.27

OCFA SUBMITTALS

Prior to issuance of each building permit, the applicant shall submit to the Orange County Fire Authority and obtain approval of the following:

- Architectural (service codes PR200 - PR285), when required by the OCFA "Plan Submittal Criteria Form."
- Underground Piping (service codes PR470 - PR475), for private hydrants and sprinkler systems

Condition 3.28

OCFA SUBMITTALS

Prior to concealing interior construction, the applicant shall submit to the Orange County Fire Authority and obtain approval of the following:

- Fire Sprinkler System (service codes PR400 - PR465)
- Sprinkler Monitoring System (service code PR500)
- Fire alarm system (service code PR500 – PR 520), if modified, provided voluntarily, or required by Code

Condition 3.29

OCFA PRECONSTRUCTION MEETING

Before commencement of construction, the applicant or responsible party shall attend a pre-construction meeting with an OCFA inspector.

Condition 3.30

OCFA VEGETATION CLEARANCE/RELEASE

Prior to issuance of either building permits or bringing lumber or other combustible materials into the area, whichever comes first, the developer/builder

shall implement those portions of the approved fuel modification plan determined to be necessary by the OCFA and a confirmation of proper vegetation clearance shall be issued by the OCFA to the City of Irvine building department. Removal of undesirable species may meet this requirement or a separation of combustible vegetation for a minimum distance of 100 feet from the location of the structure and lumber stock-pile may be acceptable.

Condition 3.31

CHILDCARE SECURITY GUIDELINES

Prior to issuance of building permits for a childcare center, the applicant shall demonstrate compliance with the City of Irvine Public Safety Child Care Security Guidelines.

Condition 3.33

**ATHLETIC FIELD LIGHTING SYSTEM
INSTALLATION & OPERATIONS**

(PDF 1-2)

Prior to approval of building permits for installation of athletic facility lighting, the Project Applicant shall submit for review and approval by the Director of Community Development lighting plans for existing and proposed athletic facilities, demonstrating compliance with requirements outlined in the City of Irvine Parks and Public Facilities Standards Manual. A third-party lighting consultant may be retained at the discretion of the Director of Community Development to review the athletic field lighting plans. The Project Applicant shall be responsible for all costs associated with the review by the City-hired third-party lighting consultant. A copy of this submittal shall be provided to the Concordia East Community Association's Board of Directors concurrently with the submission of the same to the City.

As shown on Exhibit 3-24, Conceptual Athletic Field Lighting Plan, in Section 3.0, Project Description, of the Draft EIR, the proposed project would involve installation of athletic field lighting at each of the existing athletic fields (soccer/track, softball, baseball, and practice), at the two proposed sand volleyball courts and on the proposed tennis court deck (four courts out of six). With the exception of tennis courts and practice field, the lighting shall comply with lighting requirements established by the National Collegiate Athletic Association (NCAA) for intercollegiate play (no broadcast) as shown in Appendix C, NCAA Best Lighting Practices, of the Draft EIR, or as modified by the NCAA in the future.

The lighting system and associated operation of the lighting system include the following features which serve to reduce potential impacts:

- Installation of light emitting diode (LED) light fixtures or other industry approved best available technology and not metal halide.
- Lighting shall only be installed on the four tennis courts in the eastern portions of the tennis court deck (closest to the baseball field), and

shall be designed to accommodate nighttime play for recreation and practice.

- Tennis court lighting shall not exceed an average light level of 50 footcandles and shall not be designed to comply with NCAA requirements.
- Practice field lighting shall not exceed an average light level of 30 footcandles and shall not be designed to comply with NCAA requirements.
- Reflectors for the light fixtures that direct the light onto the field, reducing sky glow and spill light onto neighboring properties, and a visor assembly that works in conjunction with the reflector to provide more light control and reduce glare on and off the field.
- A remote scheduling, monitoring and data management system that allows the University to schedule, report, and track usage of athletic field lighting, including by special user groups.
- A multi-watt dimming control system that operates by adjusting the total electrical consumption of the driver allowing for different light levels for intercollegiate play (i.e., high mode - 100 percent power), practices (i.e., medium mode- 50 percent power), and clean-up activities (i.e., low mode- 15 percent power) that can be operated through on-site and remote control links.
- A lighting curfew of 9:00 PM to limit nighttime operational hours for all field use. All events shall be scheduled to conclude before the curfew and the automated lighting system shall be designed to and shall turn off athletic field lights no later than 9:00 PM each day. If scheduled events are concluded before 9:00 PM, the lights shall be turned off at the earliest time possible.

Condition 3.34

ATHLETIC FIELD LIGHTING COMPLIANCE
(MM 1-2)

During installation of the lighting system, and prior to operation of the athletic facility lighting, the University shall retain a registered Lighting Engineer or lighting professional with certification that indicates proficiency in outdoor lighting design to provide on-site verification that lighting installation conforms to submitted plans (i.e., number of poles and fixtures, mounting heights, spill light footcandles, and glare candela or candlepower) and is in compliance with applicable criteria established in the City's *Parks and Park Facilities Standards*. Written verification of compliance shall be provided to the Community Development Department prior to approval of use of the athletic field lighting. A copy of this submittal shall be provided to the Concordia East Community Association's Board of Directors concurrently with the submission of the same to the City. The City may request written verification by a registered Lighting Engineer of the lighting operations on the campus at any time to ensure continued compliance and/or address any community concerns.

Condition 3.35

IRWD

Prior to the issuance of a building permit for the first building, the applicant shall coordinate with the Irvine Ranch Water District (IRWD) to develop a technical memorandum or Sub-Area Master Plan addendum for applicable portions of this project. The memorandum or addendum shall be completed to the satisfaction of IRWD's Development Services Group.

Condition 3.36

**EXTEND LEFT TURN LANES ON UNIVERSITY
AT RIDGELINE
(MM 13-1)**

Prior to issuance of the first building permit for institutional uses in Phase 1, and if the University Drive and Ridgeline Drive/Rosa Drew Lane Improvement Project has been approved by the City of Irvine, the Project Applicant shall pay its fair share toward this improvement project (0.76 percent as presented in the TIA included in Appendix J). If this improvement project has not been approved at the time of issuance of the first building permit, prior to issuance of an occupancy permit, the Project Applicant shall extend the westbound turn lane at the Ridgeline Drive/University intersection by 25 feet per lane. Compliance with the applicable mitigation requirement shall be confirmed by the Community Development Department.

Condition 3.37

**INSTALL RIGHT-TURN LANE ON RIDGELINE
AT UNIVERSITY
(MM 13-3)**

Prior to issuance of a building permit for additional institutional square footage in Phases 3 and 4, if a second northbound right-turn lane at Ridgeline Drive/University Drive intersection is not being implemented by others, the Project Applicant shall install this improvement or demonstrate in a subsequent traffic analysis to the satisfaction of the Director of Community Development that the improvement is no longer needed. If it is demonstrated that the improvement has been or is being implemented by others prior to issuance of a building permit for additional institutional square footage in Phases 3 and 4, the Project Applicant shall pay its fair-share toward implementation of this improvement (2.7 percent as presented in the TIA included in Appendix J).

Condition 3.38

**INSTALL EASTBOUND THROUGH LANE ON UNIVERSITY
(MM 13-4)**

Prior to issuance of a building permit for additional institutional square footage in Phases 3 and 4, the Project Applicant shall implement a third eastbound through lane on University between Ridgeline and Michelson, or demonstrate in a subsequent traffic analysis to the satisfaction of the Director of Community Development that the improvement is no longer needed. However, if the

improvement has been identified or implemented as part of a short-term interim-year condition by others, the Project Applicant shall pay its fair-share contribution toward implementation of this improvement (1.01 percent as presented in the TIA included in Appendix J).

PRIOR TO FINAL APPROVAL OF COMPLETED WORK AUTHORIZED BY GRADING, LANDSCAPING OR IMPROVEMENT PERMIT

Standard Condition 3.39

RECORD DRAWINGS – PDF & AUTOCAD

Prior to final approval of a grading, landscaping, or improvement permit, and following final inspection, the applicant shall submit to the City individual PDF files of the drawing and AutoCAD files. The permit number and the words "RECORD DRAWING" shall appear on all of the sheets.

PRIOR TO AUTHORIZATION TO USE, OCCUPY, AND/OR OPERATE

Standard Condition 4.2 (Modified) CHILD CARE PLAYGROUND INSPECTION

Prior to authorization to use, occupy, and/or operate the playground in the event that one is required, the applicant shall submit to the Chief Building Official a letter stating that the play equipment installation has been inspected by a person authorized by the manufacturer, that the equipment has been installed per manufacturer's specifications, and that it complies with minimum playground safety regulations, adopted by the State of California (CA Code of Regulations, Title 22, Division 4, Chapter 22, Article 1-4).

Standard Condition 4.9

**EMERGENCY ACCESS INSPECTION
(PPP 13-2)**

Prior to authorization to use, occupy, and/or operate, the applicant shall arrange for and have passed an inspection, to be performed by the Police Department and the Orange County Fire Authority, to ensure compliance with the Emergency Access Plan requirements. The inspector shall verify test acceptance and locations of all Knox boxes and key switches as depicted on the approved plan.

Condition 4.13 **OCFA TEMPORARY/FINAL OCCUPANCY INSPECTIONS**

Prior to issuance of temporary or final certificate of occupancy, all OCFA inspections shall be completed to the satisfaction of the OCFA inspector and be in substantial compliance with codes and standards applicable to the project and commensurate with the type of occupancy (temporary or final) requested.

Condition 4.14 OCFA FUEL MODIFICATION INSPECTION FOR OCCUPANCY

Prior to issuance of temporary or final certificate of occupancy, the fuel modification zones adjacent to structures must be installed, irrigated, and inspected. This includes physical installation of features identified in the approved precise fuel modification plan (including, but not limited to, plant establishment, thinning, irrigation, zone markers, access easements, etc). A written disclosure may be requested by the OCFA Inspector indicating that the property owner is aware of the fuel modification zone on their land and that they are aware of the associated restrictions of the zone.

Condition 4.15

OCFA OWNER TURN-OVER

Prior to issuance of temporary or final certificate of occupancy for the Keck Astronomy Center, a turn-over meeting/inspection shall be arranged for the Fire Inspector and the following representatives: landscape design professional, installing landscape contractor, management representative, landscape maintenance contractor. The fuel modification areas shall be maintained as originally installed and approved. Proof of a recorded covenant shall be provided to OCFA.

Condition 4.16

**EXTEND LEFT TURN LANE ON TURTLE ROCK
AT CONCORDIA WEST**

(MM 13-2)

Prior to authorization to use, occupy, and/or operate for any institutional uses in Phase 1, the Project Applicant shall lengthen the southbound left-turn lane at the Turtle Rock Drive/Concordia West roadway intersection from 110 feet to 140 feet (an addition of 30 feet) to meet Transportation Design Procedure (TDP)-1 design criteria. The design and implementation of this mitigation improvement shall be to the satisfaction of the Director of Community Development Department.

Condition 4.17

TRAFFIC SIGNAL INSTALLATION

(PDF 13-2)

Prior to the issuance of Certificates of Use and Occupancy for the Music, Worship and Theology building, the applicant shall enter into an agreement with the City and post security in a form and in an amount acceptable to the City Engineer guaranteeing construction of a traffic signal at Concordia East and Ridgeline Drive. Timing of construction of the signal and actual construction will be determined based upon a review of necessity by the Transportation Commission. If a signal is determined not to be needed, the agreement will terminate and the security will be released.

PRIOR TO THE EXONERATION OF SECURITY

Standard Condition 5.1

EXISTING SURVEY MONUMENTS

Prior to the exoneration of any security for a project that may include existing survey monuments disturbed through construction activities and deemed necessary for preservation by the City Engineer, as set forth in Standard Condition 1.7 or 2.4, the applicant shall have a licensed land surveyor or qualified registered civil engineer reestablish any such monumentation damaged or destroyed during construction of the project and file the corner records with the County Surveyor. Evidence of such filing shall be furnished to the City Engineer.

Standard Condition 5.2

DIGITAL RECORDS -PDF

Prior to the exoneration of any security for improvements required by either Standard Condition 1.1 or 2.1, the applicant shall submit one (1) copy in PDF format of the recorded final map. The PDF can be on PC compatible CD or DVD.

Standard Condition 5.3

DIGITAL RECORDS - AUTOCAD

Prior to the exoneration of any security for any improvements required by either Standard Condition 1.1 or 2.1, the applicant shall provide proof that the permit for the subject improvement has been approved and finalized by the City. Submit one (1) set of computerized data, which is compatible with the City DXF (AutoCAD) system, of the record drawings of grading, landscape, and improvement plans to, and in a manner approved by the City. Refer to Specifications for Digital Submission as maintained by the Surveyor's Office of the County of Orange for specific requirements of individual submittal.

MISCELLANEOUS

Standard Condition 6.1

DISCRETIONARY CASE CHARGES

The applicant is responsible for paying all charges related to the processing of this discretionary case application within 30 days of the issuance of the final invoice or prior to the issuance of building permits for this project, whichever occurs first. Failure to pay all charges shall result in delays in the issuance of required permits or may result in the revocation of the approval of this application.

Standard Condition 6.2

LEGAL ACTION – HOLD HARMLESS

In accordance with the provisions of Section 5-5-114 of the Irvine Municipal Code and Government Code Section 66474.9, the applicant shall defend, indemnify, and hold harmless the City of Irvine and its agents, officers, and employees from and against any claim, action, or proceeding against the City agency or its agents, officers, or employees to attack, set aside, void, or annul an approval by the City,

including, without limitation, an action by an advisory agency, appeal board, or legislative body concerning this discretionary approval. This defense and indemnification shall include the payment of all legal costs incurred on behalf of the City in connection with the application, and the defense of any claim, action or proceeding challenging the approval. The City will promptly notify the applicant of any claim, action, or proceeding and will cooperate fully in the defense.

In the event a legal challenge to the discretionary approval is successful, and an award of attorney fees is made to the challenger, the applicant shall be responsible to pay the full amount of such an award.

Standard Condition 6.15 (Modified)

UNIVERSITY PARKING ISSUES

If subsequent to the approval of the parking ratios in accordance with Zoning Ordinance Section 4-3-2, the Director of Community Development determines that parking issues are negatively affecting the project site or adjacent properties (e.g., parking in adjacent neighborhoods), the property owner may be required to submit a plan to the Director of Community Development that identifies specific measures to resolve these problems. The plan shall be submitted within 30 days of notification by the City and shall be reviewed and approved by the Director of Community Development. The property owner shall be required, at its sole expense, to implement any modifications required by the plan within 30 days of written notice from the Director of Community Development to implement such measures, or in such time frame as directed by the Director of Community Development.

Similarly, any development applications for uses within the campus shall demonstrate to the satisfaction of the Director of Community Development that the actual parking demand from the site does not exceed the approved minimum parking ratios of 0.48 space per dorm bed plus one space per 421 institutional square feet.

Condition 6.19

OCFA LUMBER-DROP INSPECTION

After installation of required fire access roadways and hydrants, the applicant shall receive clearance via a lumber-drop inspection from the Orange County Fire Authority prior to bringing combustible building materials on-site.

Condition 6.20

OCFA FUEL MODIFICATION MAINTENANCE

The property owner is responsible for all maintenance of the fuel modification indefinitely in accordance with the approved fuel modification plans and recorded covenant. The property owner shall retain all approved fuel modification plans. As property is transferred, property owners shall disclose the location and regulations of fuel modification zone to the new property owners.

Incremental Daily Trip Cap

The maximum daily trip cap shall be determined by the actual existing square footage (i.e., buildings with temporary or final certificate of occupancy) on the campus on the starting date of the vehicle trip count provided, however, that 4,732 maximum daily trips shall be the initial maximum daily trip cap until Concordia adds any additional institutional building square footage beyond the existing 243,571 square feet, at which time the below maximum Daily Trip Cap ("Daily Trip Cap") will exclusively apply and govern provided the Daily Trip Cap calculation yields no less than 4,732 maximum daily trips. As building square footage is allowed to be occupied and compliance with the trip cap is verified, the trip cap will increase incrementally for the campus. Vehicle trips generated by the Concordia University campus shall be calculated as follows:

$$\text{Daily Trip Cap} = 17.12 \text{ trips} \times \text{existing institutional square footage} / 1,000 \text{ SF}$$

(note: institutional square footage excludes dormitory unit square footage)

Maximum Daily Trip Cap

If Daily Trip Cap compliance is successfully and continuously demonstrated with the occupancy of each new or expanded building, the daily trip generation shall not exceed 5,500 daily trips at full-campus build-out (i.e., 321,220 square feet of institutional uses and 330 dormitory units).

Vehicle Trip Counts

Concordia and all its successors shall conduct a count of vehicles entering and exiting the campus two times annually. The first count of vehicles shall be taken during the month of October on three successive days (Tuesday, Wednesday and Thursday). The second count of vehicles shall be taken on a weekend day (Friday or Saturday) in the Spring when a special event or special events with the largest attendance and largest vehicle trip generation is/are anticipated. The proposed dates of each count shall be reviewed and approved by City staff a minimum of 30 days in advance of commencing any actual counts.

This "cordon count" shall be conducted via a mixture of electronic and mechanical means (e.g., magnetic road loops, video and/or rubber hose counting systems). All trips entering and exiting the campus, including those associated with pass-through traffic (e.g., community HOA vehicles traversing the campus to travel from one location to another), shall be recorded. Furthermore, counts from all residential neighborhood streets (i.e., Ascension for Concordia East and Daystar, Faith and Joy for Concordia West) shall be deducted from the overall gate volumes.

Vehicle Trip Monitoring Reports

Concordia University shall submit to the Community Development Director (and provide copies directly to the Board of Directors of the Concordia East and West Community Associations) two comprehensive trip monitoring reports summarizing the completed counts of vehicles entering and exiting the campus ("Vehicle Trip Monitoring Report"). The Vehicle Trip Monitoring Reports for the October and Spring counts shall be submitted no later than 30 calendar days after completion of each count and, in the case of the City, submitted as a Pre-Application case type.

Actual count data for each day shall be included in the Vehicle Trip Monitoring Report. The highest 24-hour count for each collection period (October and Spring) shall be used in determining compliance with the Daily Trip Cap, and daily counts shall not be averaged between the count days for that year. Each Vehicle Trip Monitoring Report shall include a summary description of all events and activities occurring on campus each day that traffic counts were taken. At the discretion of the Director of Community Development, additional traffic counts and reports beyond the October and Spring Vehicle Trip Monitoring Reports may be required, if deemed necessary.

Non-Compliance

Should any October or Spring Vehicle Trip Monitoring Report or specially requested report submitted to the City evidence noncompliance with the applicable maximum trip count limitation, within 30 calendar days of the Director of Community Development's receipt of the Vehicle Trip Monitoring Report, University representatives shall meet with the Director of Community Development and Concordia East and West Community Associations' Board of Directors, if interested, to review actions including but not limited to reducing on-campus activities and implementing transportation demand management measures (e.g., carpooling, use of alternative modes of transportation, parking management) that shall be immediately taken to comply with the trip count limitations.

Additionally, prior to issuance of all grading/building permit and approval of all development applications for uses within the campus, the applicant shall demonstrate to the satisfaction of the Director of Community Development that the projected total daily traffic from the site will not exceed 4,732 daily trips or 17.12 daily trips per thousand square feet of existing and/or proposed institutional square footage (whichever is greater). In the event of non-compliance with the applicable trip cap, the applicant shall be prohibited from further implementing the campus build-out plan regardless of the (approved) status of such permit(s) and/or development plan(s) until compliance with the trip cap is demonstrated.

Additional Requirements

Additionally, where the applicant is required to submit a traffic analysis by any federal, state, or local law or policy, including but not limited to the City Traffic Impact Analysis Guidelines and/or California Environmental Quality Act, the applicant shall submit such traffic analysis in addition to the above requirements.

Finally, see Condition of Approval 6.25 regarding Special Events and Condition of Approval 6.24 regarding Non-University Events for details on additional reporting requirements for those activities.

Condition 6.22

DORMITORY USE

Existing (256 dormitory units/1,024 beds) and future (74 dormitory units/296 beds) on-campus housing shall be used exclusively as dormitory units for Concordia University students, faculty, and employees, in perpetuity, except as to use which is co-extensive with uses subject to Condition 6.24, below.

Condition 6.23

MAINTAIN TRAIL ALIGNMENT

Open pedestrian/bicycle access (minimum 11-foot wide) shall be maintained between the Turtle Rock Vistas residential development through Concordia University with a continuous connection to Ridgeline Drive in perpetuity. The precise location of the trail connection shall be determined and/or confirmed during review of any discretionary development and/or building permit application for Concordia University and appropriate signage provided.

Condition 6.24

NON-UNIVERSITY EVENTS LIMIT AND REPORTING

The University is zoned 6.1, Institutional, and, except as provided in this condition, use of the campus shall be connected to the University's educational and religious purposes, to insure that the primary use of the campus is in keeping with the institutional zoning requirement, and to require a limitation of, and reporting process for, any and all auxiliary/community use of campus facilities defined below as "non-university events."

For purposes of this condition, non-university events are defined as events where non-Concordia University/Lutheran Church-Missouri Synod groups, businesses, organizations or individuals, whether for-profit or non-profit, use and/or rent any portion of Concordia University's campus or facilities, including, without limitation, its institutional buildings, athletic fields and related facilities, and/or any other improvements.

Concordia University shall limit non-university events, as defined herein, on any portion of Concordia University's main campus or facilities (including, without limitation, its Institutional buildings, athletic fields and related facilities, and/or any other improvements) to a maximum of 25 events per academic year (i.e., August

1 through May 15) and summer term (i.e., May 16 through July 31) combined. For non-university events that will last more than one day, each day of such event shall be considered a separate event for purposes of this limitation. Likewise, if multiple non-university events are held on the same day, each day of each such event shall be counted separately for purposes of this limitation.

Athletic facility usage as allowed under the "Lutheran Church-Missouri Synod/City of Irvine Joint Use of College Facilities Agreement" (as amended on August 21, 1996) between the City of Irvine and Concordia University ("Joint Use Agreement") shall not be considered non-university events, and shall not be included in the annual non-university event report. The availability and usage of the athletic facilities contained in the recorded "Joint Use Agreement" (as amended on August 21, 1996) shall remain consistent with Exhibit B, Concordia University Facilities Description and Percentage of Use Availability, and shall not be subject to the 25 events limit.

Similar to the Joint Use described above, non-athletic events that provide for the participation of youth who are of such an age as to reasonably consider future attendance at the University shall not be considered non-university events, and shall not be included in the annual non-university event report. For such events to be considered non-university events, there shall be evidence that the University took reasonable steps in furtherance of promoting the University to such participants.

After the end of each academic year and summer term (August 1 - July 31), and not later than September 15 after such term, Concordia University shall submit to the Community Development Director (and provide copies directly to the Concordia East and West Community Associations' Board of Directors) a non-university event summary for the completed academic year and summer term detailing the number of non-university event days, the dates, start and end times, event descriptions, attendance numbers, and whether special arrangements such as extra City Public Safety assistance or off-site parking were required, which shall be incorporated in an Events Report. The Events Report shall be a combined report of the non-university event summary described in the prior sentence and the special event summary described below in Condition of Approval 6.25. Descriptions of any complaints received shall be provided in the Events Report. The Events Report shall be submitted as a Pre-Application case type to the City for review.

Should any Events Report submitted to the City evidence noncompliance with the event day limit for non-university events, or should any Event Report fail to accurately report non-university events, within 15 calendar days of the Director of Community Development's receipt of the Events Report, University representatives shall meet with the Director of Community Development and Concordia East and West Community Associations' Board of Directors, if interested, to review actions that shall be immediately taken to comply with the

event day limit. In the event that such actions do not result in compliance, the Director of Community Development may, in his or her discretion, further limit the number and type of non-university events to the point where operations on-campus function appropriately.

Condition 6.25

SPECIAL EVENTS REPORTING

Special events are held at the main campus throughout the year and generally include large and/or multiple events typically attracting larger numbers of outside guests and visitors. Special events are classified as academic life events, student life events, university life events, or auxiliary/community life (non-university events). Special events generally occur outside typical campus weekday peak traffic hours of 8 - 9 a.m. and 4:30 - 5:30 p.m. or during the weekends. Auxiliary/community life ("non-university events") special events are limited by Condition 6.24 and shall be counted as part of the allowed 25 events per academic year and summer term. Academic life, student life and university life special events shall be limited to events hosted by Concordia University which directly relate to its educational and religious purposes.

After the end of each academic year and summer term (August 1 - July 31), and not later than September 15 after such term, Concordia University shall submit to the Community Development Director (and provide copies directly to the Concordia East and West Community Associations' Board of Directors) a special event summary for the completed academic year detailing the dates, start and end times, event descriptions, attendance numbers, and whether special arrangements such as extra City Public Safety assistance or off-site parking were required, which shall be incorporated in an Events Report. The Events Report shall be a combined report of the non-university event summary described in Condition of Approval 6.24 and the special event summary described in the previous sentence. Descriptions of any complaints received shall be provided in the annual Events Report. A copy of the most current Traffic and Parking Management Plan shall also be provided consistent with Condition of Approval 6.28, Traffic and Parking Management Plan. The Events Report shall be submitted as a Pre-Application case type to the City for review.

Should any annual Events Report submitted to the City evidence noncompliance with these Conditions of Approval (i.e., Conditions 6.21, 6.24 and 6.25), or fail to accurately report and/or classify special versus non-university events, within 15 calendar days of the Director of Community Development's receipt of the Events Report, University representatives shall meet with the Director of Community Development and Concordia East and West Community Associations' Board of Directors, if interested, to review actions that shall be immediately taken to comply with these Conditions of Approval. In the event that such actions do not result in compliance, the Director of Community Development may, in his or her discretion, require other necessary measures be taken by the University to ensure operations on-campus function appropriately.

Concordia University shall utilize its electronic notification system, known as Dwelling Live, to notify the public, including residents of Concordia East and West of any main campus special event at least 48 hours in advance of that event occurring.

Refer to Condition of Approval 6.21 above regarding vehicle trip monitoring for an explanation of traffic counts that will be taken in the Spring and reported in the Spring vehicle trip monitoring report.

Condition 6.26

ATHLETIC FIELD LIGHTING

Concordia University shall not light athletic fields listed below when they are not in use. All lighting shall be turned off by 9 p.m. each day (consistent with PDF 1-2).

- a. Soccer field and Track (existing)
- b. Softball field (existing)
- c. Baseball field (existing)
- d. Practice field (existing)
- e. Two sand volleyball courts (proposed)
- f. Tennis court deck – four out of six courts are lighted (proposed)

Condition 6.27

ATHLETIC ACTIVITY RELATED NOISE
(PDF 10-1)

During operation of existing and proposed outdoor on-campus athletic facilities by the University, City of Irvine or private rental users, the University shall prohibit amplified music after 7:00 PM. Announcing shall be allowed until the completion of each outdoor game/competition or until 9:00 PM, whichever occurs first. This requirement shall be stipulated in all University, City of Irvine, or private rental agreements for use of the outdoor campus athletic fields.

Condition 6.28

TRAFFIC AND PARKING MANAGEMENT PLAN

Concordia University shall implement the Traffic and Parking Management Plan (TPMP) dated April 2016 (refer to Appendix L of the Traffic Study which is Appendix J of the Environmental Impact Report).

The TPMP shall address and include, at a minimum, the following components:

- a. Traffic management needs and measures to be implemented by Concordia University (CU) for Special Events shall be evaluated at levels based on anticipated attendance, the mode of transportation for visitors, the type of event, the event location on campus, the number of events calendared for the same date and time and other relevant factors. The TPMP shall differentiate

among low capacity, medium capacity, and high capacity events and the requirements for each attendance level during both the peak and nonpeak traffic periods.

- b. Identification of practical designated off-campus and off-street/nonpublic parking areas to be implemented to address anticipated and expected overflow parking needs caused by Special Events operations, including identification of the preventative and/or corrective measures that will be undertaken by CU to address neighborhood or "intrusion" parking.
- c. Identification of safe pedestrian paths of on-campus travel and/or shuttle bus operations from the identified off-site parking areas to campus, including safe pick-up and drop-off areas. This includes the provision for use of traffic control personnel and crossing guards as deemed necessary.
- d. At the end of any Special Event, traffic control personnel shall direct exiting event traffic to the nearest exit gate, such that approximately 50 percent of such traffic will be directed to exit through the West Gate and 50 percent of such traffic will be directed to exit through the East Gate.
- e. Prior to any high capacity non-University event at CU, in addition to any CU requirements pertaining to such use, CU shall require the party using the on-campus facility to comply with all specific guidelines for Special Events as defined in the City of Irvine Municipal Code, Title 2 - Administrative Services, Division 10 - Special Permits and Licenses, Chapter 8 - Special Events.
- f. Identification of when an Event Management Plan is recommended and/or required.

The TPMP shall be implemented at no cost and expense to the City of Irvine. At the discretion of the Director of Community Development, additional updates to the TPMP may be required, if deemed necessary.

Condition 6.29

UNLOCK GATE AT BLESSING

The manual vehicular gate at the cul-de-sac on Blessing shall remain unlocked at all times and "Fire Lane - No Parking" and "For Emergency Evacuation Only" signs shall be posted on each side of the gate at all times in accordance with OCFA approved Conceptual Fire Master Plan (Service Request Number 213456).

Condition 6.30

MAXIMUM DEVELOPMENT ALLOWED

The maximum development intensity at full campus build-out allowed for Concordia University main campus is 321,220 institutional square feet and 330 dormitory units/1,320 beds subject to the conditions of approval contained in this resolution.

Condition 6.31

APPLICABILITY OF EIR

This approval is subject to all applicable Plans, Programs, and Policies (PPPs), Project Design Features (PDFs), and Mitigation Measures (MMs) as identified in the Mitigation Monitoring and Reporting Program (MMRP) for the Final EIR (SCH No. 2015091023) prepared for the Concordia University CUP Modification/Zone Change Campus Master Build-Out Plan Update.

Condition 6.32

ZONE CHANGE CONTINGENCY

This Conditional Use Permit shall not take effect unless and until the City Council certifies the Final EIR, adopts the proposed CEQA Findings of Fact and MMRP, and approves the associated Zone Change 00629029-PZC.

Condition 6.33

EARLY WARNING FIRE DETECTION SYSTEM

Within 120 days from the City's approval of this project Concordia University shall install an early warning fire detection system which covers and surveys the entirety of the northerly border of the Concordia University's main campus (portions of which border Mason Regional Park). The early warning fire detection system shall be linked to a communication system which provides notice to the students, faculty, employees, visitors on the campus and the residents and visitors within the Concordia East and West communities when a fire is detected.

Condition 6.34

**CAMPUS AND COMMUNITY EMERGENCY
EVACUATION PLAN**

Within 120 days from the City's approval of this project, Concordia University, in conjunction and consultation with the OCFA, the City of Irvine's Police Department, and Board of Directors of Concordia East and West Community Associations, shall prepare a mutually acceptable comprehensive emergency evacuation plan for all students, faculty, employees, and visitors on the main campus and all residents and visitors within the Concordia East and West Community Associations.

Condition 6.35

CONSTRUCTION-RELATED CAMPUS ACCESS

Access to Concordia University's property for all construction-related activities, except for vehicles bringing workers to and from the main campus, concerning the proposed project, in addition to the operation of construction-related equipment, shall be limited to the City's standard hours of permitted construction activities specified in subsection A of section 6-8-205 of the City of Irvine's Municipal Code. No construction-related vehicles, except for vehicles bringing workers to and from the main campus, shall enter Concordia University's property or existing gates prior to those standard hours of permitted construction activities, nor shall any construction-related vehicles, except for vehicles bringing

workers to and from the main campus, become operational prior to such standard hours of permitted construction activities.

PASSED AND ADOPTED by the Planning Commission of the City of Irvine at a regular meeting held on the 16th day of March 2017, by the following roll call vote:

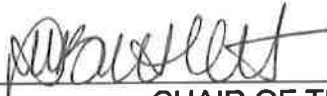
AYES: 5 COMMISSIONERS: Duong, Kuo, Nirschl, Smith, Bartlett

NOES: 0 COMMISSIONERS:

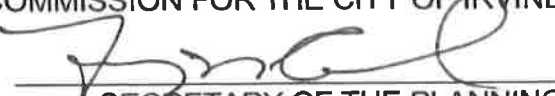
ABSENT: 0 COMMISSIONERS:

ABSTAIN :0 COMMISSIONERS:

Unless an appeal is filed prior to the expiration of the fifteen-day appeal period at 5:00 p.m. on Friday, March 31, 2017, this approval shall become effective thirty days after the second reading of Zone Change 00629029-PZC, provided however, this approval shall not become effective unless the City Council certifies the Final EIR and adopts of the proposed CEQA Findings of Fact and MMRP.



CHAIR OF THE PLANNING
COMMISSION FOR THE CITY OF IRVINE



SECRETARY OF THE PLANNING
COMMISSION FOR THE CITY OF IRVINE

EXHIBIT C
of Attachment 1

[The Mitigation Monitoring and Reporting Program, approved as Exhibit B to City Council
Resolution No. 17-29]

MITIGATION MONITORING AND REPORTING PROGRAM

CONCORDIA UNIVERSITY CUP MODIFICATION AND ZONE CHANGE CAMPUS MASTER BUILD-OUT PLAN UPDATE

1.0 INTRODUCTION

Section 21081.6 to the State of California Public Resources Code requires a lead or responsible agency that approves or carries out a project where an environmental impact report (EIR) has identified significant environmental effects to adopt a "reporting or monitoring program for adopted or required changes to mitigate or avoid significant environmental effects." The City of Irvine is the Lead Agency for the Concordia University Conditional Use Permit (CUP) Modification and Zone Change for the Campus Master Build-Out Plan Update EIR, and therefore is responsible for implementation of the Mitigation Monitoring and Reporting Program (MMRP). An EIR has been prepared for this project which addresses potential environmental impacts and, where appropriate, recommends measures to mitigate these impacts. As such, a mitigation reporting or monitoring program is required to ensure that adopted mitigation measures are implemented.

2.0 PROJECT LOCATION

The project site is the existing Concordia University campus at 1530 Concordia West in Planning Area 21, Turtle Rock, in the City of Irvine, Orange County, California. The project site is generally located north of Turtle Rock Drive, south of University Drive and Mason Regional Park, east of Culver Drive/Concordia West, and west of Ridgeline Drive. Access to the project site will continue to be provided via two gated access points off of Ridgeline Drive to the east and Turtle Rock Drive to the west.

3.0 PROJECT SUMMARY

The project site is approximately 72.8 acres and zoned 6.1, Institutional. The existing campus is comprised of 16 institutional buildings totaling approximately 243,571 square feet and 256 dormitory units (1,024 beds). Original Conditional Use Permit 12273-CPU and subsequently approved modifications approved a maximum 321,220 square feet of institutional buildings and 330 institutional dormitory units (1,320 beds) for the campus. The proposed project does not involve any change in the maximum square footage or number of dormitory units allowed pursuant to existing entitlements.

The proposed Conditional Use Permit modification updates the current Campus Master Plan. Seven (7) existing buildings totaling approximately 71,231 square feet total are proposed to be demolished. Additionally, seven (7) new buildings or additions to existing buildings totaling approximately 148,880 square feet total are proposed to be constructed. Furthermore, one future residence hall for 74 dormitory units (296 beds) is proposed. Therefore, consistent with existing entitlements, the proposed project would allow for up to 321,220 sf of institutional buildings on campus, and 330 institutional dormitory units (1,320 beds).

Various athletic facilities will be added, relocated or improved, including but not limited to a new lap and recreational pool with kidney-shaped "play" area for students and staff only as well as two new sand volleyball courts and two new tennis courts with four relocated tennis courts on a deck over the southwest parking area. On-campus surface parking lots will provide all parking. New parking areas are proposed to be added and existing parking areas will remain, be reconfigured,

or removed. As proposed, the number of on-site parking spaces will increase from 1,218 existing spaces to approximately 1,436 spaces, or a net increase of approximately 218 spaces. Lastly, internal campus roadway improvements and improvements at the Ridgeline Drive/Concordia East roadway intersection, including installation of a traffic signal and addition of a second eastbound shared left/right-turn lane, are also proposed.

The requested Zone Change application proposes to revise or remove Special Development Requirements from City Zoning Ordinance Section 9-21-7.B, Special Development Requirements for Concordia University (Christ College Irvine) General Plan Amendment 4237-GA and Zoning Change 5232-ZC. No change in the zoning designation of 6.1, Institutional, is proposed.

The proposed project would generally be implemented in four phases with Phases 1 and 2 estimated to be implemented between 2017 and 2020, and Phases 3 and 4 estimated to be implemented between 2020 and 2035. Additional project description information is provided in the Draft Environmental Impact Report.

4.0 PROGRAM MANAGEMENT

The MMRP for the Concordia University CUP Modification and Zone Change for the Campus Master Build-Out Plan Update will be in place through all phases of project approval. Enforcement of the MMRP will be the responsibility of a Project Manager (PM) at the City of Irvine.

GENERAL PROCEDURES

MMRP Program Definitions

The MMRP consists of key program elements. The elements are summarized below.

- **MMRP Files.** Files are established to document and retain records of the MMRP. The file organization is established by the PM according to PPPs, PDFs, MMs, and project phases.
- **Reporting and Implementation Forms.** Reporting and Implementation (R&I) Forms are designed to record the monitoring activity in a manner consistent with the sequence of approvals in the MMRP. An R&I form is prepared for each potential significant impact and its corresponding PPP, PDF and/or MM. The R&I Forms are placed in the MMRP files.
- **Mitigation Monitoring and Reporting Program Procedures.** The policies and procedures for the MMRP described herein are intended to provide focused, yet flexible guidelines for monitoring the implementation of the PPPs, PDFs and MMs discussed in the Final EIR. The attached MMRP Matrix (Table 1) lists each PPP, PDF and MM, the party responsible for monitoring efforts, and the timing of implementation. The MMRP Matrix also provides a column for the PM to verify that a PPP, PDF or MM has been completed. After each measure is verified for compliance/completion, no further action is required, pursuant to the MMRP, for the specific phase.

- **Disposition of Monitoring Forms.** Documentation of all actions and completed R&I Forms are kept in the MMRP file with the City of Irvine during the pre-design, design, construction, and operational phases of the project. Reports will be available from the city upon request at the following address:

City of Irvine (Lead Agency)
Community Development Department
One Civic Center Plaza
Irvine, California 92623

ROLES AND RESPONSIBILITIES: PROJECT MANAGER

The role is assigned by the Community Development Director. The PM assigned to the Project will supervise the MMRP during design, construction, and operation of the project and is responsible for the overall management of the MMRP. The PM is thoroughly familiar with the project and qualified to determine if an adopted measure is being properly implemented. The PM oversees the MMRP and reviews the Reporting and Implementation (R&I) Forms to ensure they are filled out correctly and proper action is being taken on each measure. The PM and/or an assignee will also be responsible for preparing and updating the R&I Forms during all phases of the project. The responsibilities of the PM and/or assignee(s) include the following:

1. An R&I Form will be prepared for each potential significant impact and its corresponding Plans, Programs, and Policies (PPPs), Project Design Features (PDFs), and Mitigation Measures (MMs), as identified in the attached MMRP Matrix (Table 1).
2. Appropriate specialists will be retained, as needed, to monitor specific mitigation activities and provide appropriate written approvals to the PM.
3. The PM and/or an assignee will approve, by signature and date, the completion of each action item that was identified on the R&I Form.
4. Should unanticipated circumstances arise, or it otherwise be determined that a PPP, PDF, or MM is impracticable or unworkable, the PM, in coordination with a mitigation specialist (if technical expertise beyond the PM's expertise is required), will determine the need for the PPP, PDF or MM to be deleted, substituted or modified, or for a new MM to be added. The PM shall confirm:
 - (1) the deletion, substitution, modification or addition would achieve the same or greater reduction in potential project impacts of the project as the original PPP, PDF or MM
 - (2) the deletion, substitution, modification or addition would not cause any impacts that were not otherwise analyzed in this EIR, and
 - (3) the City publicly provides a legitimate reason for making the deletion, substitution, modification or addition and supports the reason with substantial evidence.

The PM will make a recommendation to the decision-making body (City Council) to approve the deletion, substitution, modification or addition of the PPP, PDF or MM.

5. If it is determined that the deletion, substitution, or modification of a PPP, PDF, or MM or addition of a new MM would cause an impact that was not otherwise analyzed in this EIR, the PM shall ensure that appropriate environmental documentation pursuant to CEQA (e.g., addendum) is completed, prior to the City Council taking action on the deletion, substitution or modification.
6. If it is found that an adopted PPP, PDF or MM is not being properly implemented, the PM will require corrective actions to ensure adequate implementation.
7. The PM has the authority to stop the work of construction contractors if compliance with any aspects of the MMRP is not occurring after written notification has been issued. The PM also has authority to hold certificates of occupancies if compliance with a PPP, PDF or MM attached herein is not occurring. The PM also has authority to hold the issuance of a building permit until all PPPs, PDFs and MMs are implemented. Should the applicant/contractor disagree with the findings and actions of the PM, an appeal to the Community Development Director can be submitted within 15 days of the PM's determination. Appeals of the Community Development Director decision can be made to the Planning Commission and City Council in accordance with the procedures outlined in Section 2-5 of the City of Irvine Zoning Code.
8. An R&I Form will be completed by the PM and/or an assignee. The completed form will be provided to the appropriate design, construction, or operational personnel.
9. Each PPP, PDF, and MM requiring no further monitoring will be signed off as completed by the PM and/or an assignee in the last column of the attached MMRP Matrix (Table 1).

**TABLE 1
MITIGATION MONITORING AND REPORTING PROGRAM
CONCORDIA UNIVERSITY CUP MODIFICATION AND ZONE CHANGE
CAMPUS MASTER BUILD-OUT PLAN UPDATE**

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
5.1 AESTHETICS				
<i>Existing Plans, Programs, and Policies</i>				
<p>Phases 1 through 4 Prior to the issuance of each building permit</p>	<p>PPP 1-1 Prior to issuance of each building permit, the Community Development Department shall confirm compliance with requirements outlined in Chapter 3-37, Zoning District Land Use Regulations and Development Standards, of the City's Zoning Ordinance, related to maximum site coverage for buildings (50 percent), maximum allowed building height (50 feet), minimum required building setbacks, and minimum site landscaping (15 percent).</p>	<p>Community Development Department</p>	<p>The Community Development Department shall confirm compliance with requirements outlined in Chapter 3-37, Zoning District Land Use Regulations and Development Standards, during plan review.</p>	
<p>Phases 1 through 4 Prior to approval of each building permit</p>	<p>PPP 1-2 Prior to approval of each building permit, the Community Development Department shall confirm compliance with requirements outlined in Section 3-16-1 of the Irvine Zoning Ordinance. As required, outdoor lighting shall be designed and installed so that all direct rays are confined to the site and adjacent properties are protected from glare. Lighting trespass levels as measured at adjacent residential and open space land use boundaries shall be 0.0 footcandles. The level of lighting on the site shall comply with the requirements of the City's Uniform Security Code, which establishes standards for the minimum lighting levels for safety purposes.</p>	<p>Community Development Department</p>	<p>The Community Development Department shall confirm compliance with requirements outlined in Section 3-16-1, Lighting, of the Irvine Zoning Ordinance during plan review.</p>	

**TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM**

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
<p>Phases 1 through 4</p> <p>Prior to approval of any modification application and/or issuance of grading and/or building permits</p>	<p>PPP 1-3</p> <p>Prior to approval of any modification application and/or issuance of grading and/or building permits for future buildings on campus, the Community Development Department shall review any proposed revisions, if applicable, to Conditional Use Permit modification 00612052-PCPU pursuant to Zoning Ordinance Chapter 2-19, Minor/Major Modification Procedure. Future buildings shall also comply with the University's <i>Narrative of Proposed Architectural Styles</i>, included in Appendix C of this Draft Environmental Impact Report (EIR).</p>	<p>Community Development Department</p>	<p>The Community Development Department shall review any proposed revisions to Conditional Use Permit modification 00612052-PCPU pursuant to Zoning Ordinance Chapter 2-19, Minor/Major Modification Procedure. Future buildings shall comply with the University's <i>Narrative of Proposed Architectural Styles</i>, included in Appendix C of the Draft EIR.</p>	
Project Design Features				
<p>Phases 1 through 4</p> <p>Prior to issuance of grading permits and/or building permits</p>	<p>PDF 1-1</p> <p>Prior to issuance of grading permits and/or building permits, the Community Development Department shall confirm that the contractor specifications include installation of screened perimeter fencing around construction staging areas and construction sites to obstruct views from adjacent ground-level vantage points during construction. Implementation of the required fencing shall be verified by the City's Building and Safety Department during construction.</p>	<p>Community Development Department</p>	<p>The Community Development Department shall confirm that the contractor specifications include installation of screened perimeter fencing around construction staging areas and construction sites to obstruct views from adjacent ground-level vantage points during construction. Implementation shall be verified by the City's Building and Safety Department during construction.</p>	

TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
<p>Phases 1 through 4</p> <p>Prior to approval of building permits for installation of athletic facility lighting the lighting plans shall be review.</p> <p>Confirmation following installation.</p> <p>Monitoring of curfew ongoing during operation.</p>	<p>PDF 1-2</p> <p>Prior to approval of building permits for installation of athletic facility lighting, the Project Applicant shall submit for review and approval by the Director of Community Development lighting plans for existing and proposed athletic facilities, demonstrating compliance with requirements outlined in the City of Irvine Parks and Public Facilities Standards Manual (also refer to MM 1-2). A third-party lighting consultant may be retained at the discretion of the Director of Community Development to review the athletic field lighting plans. The Project Applicant shall be responsible for all costs associated with the review by the City-hired third-party lighting consultant. A copy of this submittal shall be provided to the Concordia East Community Association's Board of Directors concurrently with the submission of the same to the City.</p> <p>As shown on Exhibit 3-24, Conceptual Athletic Field Lighting Plan, in Section 3.0, Project Description, the proposed project would involve installation of athletic field lighting at each of the existing athletic fields (soccer/track, softball, baseball, and practice), at the two proposed sand volleyball courts and on the proposed tennis court deck (four courts out of six). With the exception of tennis courts and practice field, the lighting shall comply with lighting requirements established by the National Collegiate Athletic Association (NCAA) for intercollegiate play (no broadcast), as shown in Appendix C, NCAA Best Lighting Practices, of the Draft EIR, or as modified by the NCAA in the future.</p>	<p>Community Development Department</p>	<p>The Community Development Department shall review lighting plans prior to approval of building permits to install lighting for existing and proposed athletic facilities, demonstrating compliance with requirements outlined in the City of Irvine Parks and Public Facilities Standards Manual. A third-party lighting consultant may be retained to review the athletic field lighting plans.</p> <p>Confirmation of implementation of lighting plan requirements shall be conducted by the Community Development Department on-site following installation.</p> <p>The Community Development Department shall periodically review compliance with the lighting curfew on-site, and through public input for any violation.</p>	

**TABLE 1 (Continued)
 MITIGATION MONITORING AND REPORTING PROGRAM**

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
	<p>The lighting system and associated operation of the lighting system include the following features which serve to reduce potential impacts:</p> <ul style="list-style-type: none"> • Installation of light emitting diode (LED) light fixtures or other industry approved best available technology, and not metal halide. • Lighting shall only be installed on the four tennis courts in the eastern portions of the tennis court deck (closest to the baseball field), and shall be designed to accommodate nighttime play for recreation and practice. • Tennis court lighting shall not exceed an average light level of 50 footcandles and shall not be designed to comply with NCAA requirements. • Practice field lighting shall not exceed an average light level of 30 footcandles and shall not be designed to comply with NCAA requirements. • Reflectors for the light fixtures that direct the light onto the field, reducing sky glow and spill light onto neighboring properties, and a visor assembly that works in conjunction with the reflector to provide more light control and reduce glare on and off the field. • A remote scheduling, monitoring and data management system that allows the University to schedule, report, and 			

TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
	<p>track usage of athletic field lighting, including by special user groups.</p> <ul style="list-style-type: none"> • A multi-watt dimming control system that operates by adjusting the total electrical consumption of the driver allowing for different light levels for intercollegiate play (i.e., high mode – 100 percent power), practices (i.e., medium mode – 50 percent power), and clean-up activities (i.e., low mode – 15 percent power), that can be operated through on-site and remote control links. • A lighting curfew of 9:00 PM to limit nighttime operational hours for all field use. All events shall be scheduled to conclude before the curfew and the automated lighting system shall be designed to and shall turn off athletic field lights no later than 9:00 PM each day. If scheduled events are concluded before 9:00 PM, the lights shall be turned off at the earliest time possible. 			
Mitigation Measures				
<p>Phases 1 through 4</p> <p>Prior to the issuance of grading and/or building permits</p>	<p>MM 1-1</p> <p>Prior to the issuance of grading and/or building permits, the Project Applicant shall provide evidence to the City that the contractor specifications require any temporary nighttime lighting installed during construction for security or any other purpose be downward-facing and hooded or shielded to prevent light from spilling outside the staging area and from directly broadcasting security light into the sky or onto adjacent residential properties. Compliance with this measure shall be</p>	<p>Community Development Department</p>	<p>The Project Applicant shall provide evidence to the City that the contractor specifications require any temporary nighttime lighting installed during construction for security or any other purpose be downward-facing and hooded or shielded to prevent light from spilling outside the staging area and from directly broadcasting security light into the</p>	

TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
	verified by the City's Building and Safety Department during inspections of the construction site.		sky or onto adjacent residential properties. Compliance with this measure shall be verified by the City's Building and Safety Division during inspections of the construction site.	
<p>Phases 1 through 4</p> <p>During installation of the lighting system and prior to operation of the athletic facility lighting and on an as needed basis in perpetuity</p>	<p>MM 1-2</p> <p>During installation of the lighting system, and prior to operation of the athletic facility lighting, the University shall retain a registered Lighting Engineer or lighting professional with certification that indicates proficiency in outdoor lighting design to provide on-site verification that lighting installation conforms to submitted plans (i.e., number of poles and fixtures, mounting heights, spill light footcandles, and glare candela or candlepower) and is in compliance with applicable criteria established in the City's <i>Parks and Park Facilities Standards</i>. Written verification of compliance shall be provided to the Community Development Department prior to approval of use of the athletic field lighting. <u>A copy of this submittal shall be provided to the Concordia East Community Association's Board of Directors concurrently with the submission of the same to the City.</u> The City may request written verification by a registered Lighting Engineer of the lighting operations on the campus at any time to ensure continued compliance and/or address any community concerns.</p>	Community Development Department	The University shall retain a registered Lighting Engineer or lighting professional with certification that indicates proficiency in outdoor lighting design. Written verification of compliance shall be provided to the Community Development Department prior to approval of use of the athletic field lighting.	

TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
5.2 AIR QUALITY				
<i>Existing Plans, Programs, and Policies</i>				
<p>Phases 1 through 4 Prior to issuance of each demolition or grading permit, whichever occurs first, and during construction</p>	<p>PPP 2-1 During construction of future development on campus (i.e., proposed project), the Project Applicant and its contractors shall comply with South Coast Air Quality Management District (SCAQMD) Rules 402 and 403, in order to minimize short-term emissions of dust and particulates. SCAQMD Rule 402 requires that air pollutant emissions not be a nuisance off site. SCAQMD Rule 403 requires that fugitive dust be controlled with the best available control measures so that the presence of such dust does not remain visible in the atmosphere beyond the property line of the emission source. This requirement shall be included as notes on the contractor specifications. Table 1 of Rule 403 prescribes the Best Available Control Measures that are applicable to all construction projects and is included in Appendix D. Prior to issuance of each demolition permit or grading permit, whichever occurs first, the Project Applicant shall provide the City of Irvine with a SCAQMD-approved Dust Control Plan and/or other sufficient proof of compliance with Rule 403 as deemed sufficient by the Director of Community Development.</p>	<p>Community Development Department</p>	<p>The Project Applicant shall comply with SCAQMD Rules 402 and 403 and provide the City of Irvine with a SCAQMD-approved Dust Control Plan and/or other sufficient proof of compliance with Rule 403 as deemed sufficient by the Community Development Department.</p> <p>Compliance with this measure shall be verified by the City's Building and Safety Division during inspections of the construction site.</p>	
<p>Phases 1 through 4 Prior to the issuance of each building permit</p>	<p>PPP 2-2 Prior to the issuance of each building permit for each project on campus, the Project Applicant shall demonstrate compliance with Rule 1113 (i.e., Super Compliant Paints) to the satisfaction of the Director of the Community Development. Architectural coatings and solvents shall</p>	<p>Community Development Department</p>	<p>The Project Applicant shall demonstrate compliance with SCAQMD Rule 1113. This requirement shall be included as notes on the contractor specifications and architectural building plans and verified by the</p>	

**TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM**

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
	<p>be selected so that the volatile organic compound (VOC) content of the coatings is compliant with SCAQMD Rule 1113. This requirement shall be included as notes on the contractor specifications and architectural building plans.</p>		<p>Community Development Department.</p>	
<p>Phase 3 Prior to the issuance of a building permit for the Science, Nursing and Healthcare Building</p>	<p>PPP 2-3 Prior to the issuance of a building permit for the Science, Nursing and Healthcare Building, the Project Applicant shall provide the City of Irvine with the SCAQMD-approved Permit to Construct and Permit to Operate or other sufficient proof of compliance with Regulation XIV and Rules 1401, 201, and 203. New sources of toxic chemicals that may be emitted into the outside air at the campus shall comply with SCAQMD Rule 1401 and Regulation XIV (Toxics and Other Non-Criteria Pollutants) along with Rule 201 and Regulation II (requiring a Permit to Construct prior to the installation of any equipment that may cause air contaminants) as well as Rule 203 (requiring a Permit to Operate prior to the use of any equipment that may cause air contaminants). These rules and regulations are required unless the equipment or aspects of the project are exempt under Rule 219, which identifies those equipment, processes, or operations that do not require permits.</p>	<p>Community Development Department</p>	<p>The Project Applicant shall provide the Community Development Department with the SCAQMD-approved Permit to Construct and Permit to Operate or other sufficient proof of compliance with Regulation XIV and Rules 1401, 201, and 203.</p>	

TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
5.3 BIOLOGICAL RESOURCES				
<i>Existing Plans, Programs, and Policies</i>				
<p>Phase 1</p> <p>Prior to the issuance of any grading permit that involves removal of coastal sage scrub habitat associated with the Dorm Road realignment</p>	<p>PPP 3-1</p> <p>Prior to the issuance of any grading permit that involves removal of coastal sage scrub habitat associated with the Dorm Road realignment, the Project Applicant shall provide proof of the mitigation fee payment to the Director of Community Development. The Project Applicant shall comply with the requirements set forth in the Central-Coastal Natural Community Conservation Plan/Habitat Conservation Plan (NCCP/HCP) and its associated Implementation Agreement (IA). As a nonparticipating landowner whose lands are located within the jurisdiction of a signatory local government (i.e., the City of Irvine), the Project Applicant shall pay the mitigation fee pursuant to Section 7 of the NCCP/HCP IA. This fee shall be paid to the NCCP non-profit corporation. Take is then authorized by the Section 10(a) Permit(s) issued by the U.S. Fish and Wildlife Service (USFWS) and the California Department of Fish and Wildlife (CDFW) Management Authorization is granted to the signatory local government.</p>	<p>Community Development Department</p>	<p>The Project Applicant shall provide proof of the mitigation fee payment pursuant to Section 7 of the NCCP/HCP IA to the Community Development Department.</p>	

TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
<p>Phases 1 through 4</p> <p>Prior to the issuance of any grading permit for activities within 500 feet of coastal sage scrub habitat</p> <p>Monitoring to occur during all grading and other significant ground disturbing activities</p> <p>Protective measures to be installed or completed prior to all grading and during all construction activities as well as following completion of initial grading/earth-movement activities</p>	<p>PPP 3-2</p> <p>Prior to the issuance of any grading permits for activities within 500 feet of coastal sage scrub habitat, the Project Applicant shall provide letters from a United States Fish and Wildlife Service (USFWS)/CDFW-approved Biologist to the Director of Community Development. The letters shall state that the Biologist has been retained by the Project Applicant and shall monitor all grading and other significant ground-disturbing activities in or adjacent to coastal sage scrub habitats. The Biologist shall monitor these activities to ensure that the Project Applicant complies with the NCCP/HCP IA that specifies measures that must be taken to minimize construction impacts to coastal sage scrub and its subassociation during construction, including but not limited to the following:</p> <ul style="list-style-type: none"> To the maximum extent practicable, no grading of coastal sage scrub or southern cactus scrub habitat that is occupied by nesting gnatcatchers will occur during the breeding season (January 15 through July 15). It is expressly understood that this provision and the remaining provisions of these "construction-related minimization measures" are subject to public health and safety considerations. These considerations include unexpected slope stabilization, erosion control measures, and emergency facility repairs. In the event of such public health and safety circumstances, landowners or public agencies/utilities will provide USFWS/CDFW with the 	<p>Community Development Department</p>	<p>The Project Applicant shall provide letters from an approved Biologist to the Community Development Department identifying that the Biologist has been retained by the Project Applicant to monitor all grading and other significant ground-disturbing activities in or adjacent to coastal sage scrub habitats.</p> <p>The Project Applicant and Biologist will comply with specific measures in the NCCP/HCP IA related to coastal sage scrub and its subassociation during construction as outlined but not limited to as outlined in PPP 3-2.</p> <p>The City and Biologist, if needed, shall conduct periodic inspections during construction to ensure compliance with these requirements.</p>	

**TABLE 1 (Continued)
 MITIGATION MONITORING AND REPORTING PROGRAM**

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
	<p>maximum practicable notice (or such notice as is specified in the Central-Coastal NCCP/HCP) to allow for capture of gnatcatchers, cactus wrens, and any other coastal sage scrub or southern cactus scrub Covered Species that are not otherwise flushed and will carry out the following measures only to the extent as practicable in the context of the public health and safety considerations.</p> <ul style="list-style-type: none"> • Prior to the commencement of grading operations or other activities involving significant soil disturbance, all areas of coastal sage scrub or southern cactus scrub habitat to be avoided under the provisions of the Central-Coastal NCCP/HCP shall be identified with temporary fencing and other markers clearly visible to construction personnel. • Prior to the commencement of grading operations or other activities involving disturbance of coastal sage scrub or southern cactus scrub, a survey will be conducted to locate gnatcatchers and cactus wrens within 100 feet of the outer extent of projected soil disturbance activities and the locations of any such species shall be clearly marked and identified on the construction/grading plans. • A Monitoring Biologist, acceptable to USFWS/CDFW, will be on site during any clearing of coastal sage scrub or southern cactus scrub. The landowner 			

TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
	<p>or relevant public agency/utility will advise USFWS/CDFW at least 7 calendar days (and preferably 14 calendar days) prior to the clearing of any habitat occupied by Covered Species to allow USFWS/CDFW to work with the Monitoring Biologist in connection with bird flushing/capture activities. The Monitoring Biologist will flush Covered Species (avian or other mobile Covered Species) from occupied habitat areas immediately prior to brush-clearing and earth-moving activities. If birds cannot be flushed, they will be captured in mist nets, if feasible, and relocated to areas of the site to be protected or to the NCCP/HCP Reserve System. It will be the responsibility of the Monitoring Biologist to ensure that Covered (bird) Species will not be directly impacted by brush-clearing and earth-moving equipment in a manner that also allows for construction activities on a timely basis.</p> <ul style="list-style-type: none"> Following the completion of initial grading/earth-movement activities, all areas of coastal sage scrub or southern cactus scrub habitat to be avoided by construction equipment and personnel will be marked with temporary fencing and other appropriate markers clearly visible to construction personnel. No construction access, parking, or storage of equipment or materials will be permitted within such marked areas. 			

TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
	<ul style="list-style-type: none"> • In areas bordering the NCCP/HCP Reserve System or Special Linkage/Special Management areas containing significant coastal sage scrub or southern cactus scrub identified in the Central-Coastal NCCP/HCP for protection, vehicle transportation routes between cut-and-fill locations will be restricted to a minimum number during construction consistent with project construction requirements. Waste dirt or rubble will not be deposited on adjacent coastal sage scrub or southern cactus scrub identified in the Central-Coastal NCCP/HCP for protection. Preconstruction meetings involving the Monitoring Biologist, construction supervisors, and equipment operators will be conducted and documented to ensure maximum practicable adherence to these measures. • Coastal sage scrub or southern cactus scrub identified in the Central-Coastal NCCP/HCP for protection and located within the likely dust-drift radius of construction areas shall be periodically sprayed with water to reduce accumulated dust on the leaves as recommended by the Monitoring Biologist. 			

TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
<p>Phases 1 through 4</p> <p>During construction activities</p>	<p>PPP 3-3</p> <p>All construction activities shall comply with the federal Migratory Bird Treaty Act of 1918 (MBTA); the Golden Eagle Protection Act; and California Fish and Game Code Sections 3503, 3511 and 3513. Compliance with these regulations shall be accomplished by completing the following:</p> <ul style="list-style-type: none"> • Construction activities involving vegetation removal shall be conducted between September 1 and February 15, to the extent feasible. If construction occurs inside the peak nesting season (between February 15 and August 31), a preconstruction survey (or possibly multiple surveys) by a qualified Biologist shall be conducted within 72 hours prior to construction activities to identify any active nesting locations. If the Biologist does not find any active nests, the construction work shall be allowed to proceed. The Biologist conducting the clearance survey shall document a negative survey with a report indicating that no impacts to active avian nests shall occur. <p>If the Biologist finds an active nest and determines that the nest may be impacted, the Biologist shall delineate an appropriate buffer zone around the nest. The size of the buffer shall be determined by the Biologist, in consultation with CDFW, and shall be based on the nesting species, its sensitivity to disturbance, and expected types of disturbance. These buffers are typically 300 feet from the nests of non-listed species and 500</p>	<p>Community Development Department</p>	<p>All construction activities shall comply with applicable requirements. If construction occurs inside the peak nesting season, a preconstruction survey (or surveys) by a qualified Biologist shall be conducted within 72 hours prior to construction activities. If the Biologist finds an active nest and determines that the nest may be impacted, the Biologist shall delineate an appropriate buffer zone around the nest. Results of the preconstruction survey and any subsequent monitoring shall be provided to the Project Applicant, CDFW, and the City.</p>	

TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
	<p>feet from the nests of listed species. Any active nests observed during the survey shall be mapped on an aerial photograph. Only construction activities (if any) that have been approved by the Biologist shall take place within the buffer zone until the nest is vacated. The Biologist shall serve as a Construction Monitor when construction activities take place near active nest areas to ensure that no inadvertent impacts on these nests occur. Results of the preconstruction survey and any subsequent monitoring shall be provided to the Project Applicant, CDFW, and the City. The monitoring report shall summarize the results of the nest monitoring, describe construction restrictions currently in place, and confirm that construction activities can proceed within the buffer area without jeopardizing the survival of the young birds. Construction within the designated buffer area shall not proceed until written authorization is received by the Project Applicant from CDFW.</p>			

TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
<p>Phases 1 through 4</p> <p>During construction activities</p>	<p>PPP 3-4</p> <p>All construction activities shall comply with Sections 3503, 3503.5, 3511, and 3513 of the <i>California Fish and Game Code</i>, which protect active nests of any raptor species (i.e., white-tailed kite), including common raptor species. Compliance with these codes shall be accomplished by completing the following:</p> <ul style="list-style-type: none"> If vegetation is to be cleared during the potential raptor nesting season (February 1 to August 31), all suitable habitat within 500 feet of the project site shall be thoroughly surveyed for the presence of nesting raptors by a qualified Biologist within 72 hours prior to clearing. If the Biologist does not find any active nests, the construction work shall be allowed to proceed. The Biologist conducting the clearance survey shall document a negative survey with a report indicating that no impacts to active avian nests shall occur. <p>If any active nests are detected, the area shall be flagged or fenced and mapped on the construction plans with a buffer. The size of the buffer shall be determined by the Biologist, in consultation with CDFW, and shall be based on the nesting species, its sensitivity to disturbance, and expected types of disturbance. These buffers are typically 500 feet from the nests of raptors. The buffer area shall be avoided until the nesting cycle is complete or until it is determined that the nest has failed. Results of the preconstruction survey and any</p>	<p>Community Development Department</p>	<p>All construction activities shall be conducted in a manner to protect active nests of any raptor species (i.e., white-tailed kite), including common raptor species. If vegetation is cleared during the potential raptor nesting season, all suitable habitat within 500 feet of the project site shall be surveyed by a qualified Biologist within 72 hours prior to clearing. If any active nests are detected, the area shall be flagged or fenced and mapped on the construction plans with a buffer. Results of the preconstruction survey and any subsequent monitoring shall be provided to the Project Applicant, CDFW, and the City.</p> <p>If active nests are present, the Community Development Department and Biologist, if needed, shall confirm on-site that protective flags/fences have been installed as required by the Biologist.</p>	

**TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM**

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
	<p>subsequent monitoring shall be provided to the Project Applicant, CDFW, and the City. The monitoring report shall summarize the results of the nest monitoring, describe construction restrictions currently in place, and confirm that construction activities can proceed within the buffer area without jeopardizing the survival of the young birds. Construction within the designated buffer area shall not proceed until authorization is received by the Project Applicant from CDFW.</p>			
<p>Phases 1 through 4 Prior to removal of any significant trees</p>	<p>PPP 3-5 Prior to removal of any significant trees on public or private land as part of the proposed project, the Project Applicant shall obtain a Tree Removal Permit, pursuant to Sections 5-7-407 and 5-7-410 (Urban Forestry) of the City's Municipal Code and associated Urban Forestry Guideline Manual. This permit may require the replacement of removed trees to ensure compliance with Chapter 4, Urban Forestry, of Municipal Code.</p>	<p>Community Development Department</p>	<p>The Project Applicant shall obtain a Tree Removal Permit, pursuant to Sections 5-7-407 and 5-7-410 (Urban Forestry) of the City's Municipal Code and associated Urban Forestry Guideline Manual.</p>	
Project Design Features				
<p>Phases 1 through 4 Prior to issuance of landscape permits</p>	<p>PDF 3-1 Prior to issuance of landscape permits, the Director of Community Development shall confirm that final landscape plans are in compliance with the Conceptual Planting Plan. Exhibit 3-23 in Section 3.0, Project Description, of this Draft Environmental Impact Report (EIR), depicts the Conceptual Planting Plan included in the proposed Campus Master Build-Out Plan Update. This planting plan does not include exotic, invasive species (i.e., those on the California Invasive Plant Council's invasive plant inventory) that would potentially</p>	<p>Community Development Department</p>	<p>The Community Development Department shall review and confirm that final landscape plans are in compliance with the Conceptual Planting Plan.</p>	

**TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM**

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
	degrade the quality of the surrounding natural open space. Landscaping installed for the proposed project shall only include species on the approved planting plan.			
<p>Phases 1 through 4 Prior to issuance of grading permits</p>	<p>PDF 3-2 Prior to issuance of grading permits, the Director of Community Development shall confirm that the limits of work/impact limits avoid sensitive biological areas, consistent with the project design. As shown on Exhibit 5.3-5, the proposed project limits of work/impact limits are outside of, and avoid direct impacts to, Sand Canyon Wash, which is designated "Non-Reserve Open Space" by the Central-Coastal Natural Community Conservation Plan/Habitat Conservation Plan (NCCP/HCP), and areas within the jurisdiction of the U.S. Army Corps of Engineers (USACE), the Regional Water Quality Control Board (RWQCB), and the California Department of Fish and Wildlife (CDFW).</p>	Community Development Department	The Community Development Department shall confirm that the limits of work/impact limits avoid sensitive biological areas, consistent with the project design.	
Mitigation Measures				
<p>Phases 1 through 4 Prior to the issuance of a grading permit for areas within 500 feet of special status vegetation Prior to issuance of any building or demolition permit monitor and confirm the installation of protective fencing/flagging</p>	<p>MM 3-1 Southern Willow Scrub/Jurisdictional Resources. Prior to the issuance of a grading permit for areas within 500 feet of special status vegetation, the Project Applicant shall provide written evidence to the City of Irvine that a qualified Biologist has been retained to observe grading activities and to ensure that adjacent special status vegetation (i.e., southern willow scrub) and jurisdictional resources are not impacted. Prior to issuance of any building or demolition permit, the qualified Biologist shall monitor the installation of protective fencing/flagging by the Contractor. Fencing/flagging shall be installed around all special status</p>	Community Development Department and biologist	<p>The Project Applicant shall provide written evidence to the City of Irvine that a qualified Biologist has been retained to observe grading activities and to ensure that adjacent special status vegetation and jurisdictional resources are not impacted.</p> <p>The qualified Biologist shall monitor the installation of protective fencing/flagging by the Contractor.</p> <p>The Community Development Department and Biologist, if</p>	

**TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM**

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
	vegetation and jurisdictional resources to be avoided.		needed, shall confirm on-site that protective fencing/flagging has been installed.	
<p>Phases 1 through 4</p> <p>One month prior to any building demolition conduct pre-construction survey</p> <p>Protective measures to be installed prior to construction or demolition, if needed</p>	<p>MM 3-2</p> <p>Special Status Bat Species. To the extent practicable, trimming or removal of mature trees shall not occur during the bat maternity season (i.e., between March 1 and August 31). One month prior to any building demolition, a preconstruction survey for roosting bats shall be conducted. The survey shall consist of one diurnal (i.e., daytime) survey, followed by an evening emergence survey. The survey will determine if any bats are day roosting in the buildings proposed for removal. If direct impacts to day roosting bats are anticipated, bat-exclusionary devices shall be installed prior to construction or demolition activities. The bat exclusionary devices shall be designed to allow for bats to exit the roost areas but not re-enter. All designs shall be approved by a qualified Bat Specialist and installation shall be monitored by a qualified Bat Specialist.</p>	Community Development Department and biologist	The Project Applicant shall provide written evidence to the City of Irvine that a qualified Bat Specialist has been retained to conduct a preconstruction survey for roosting bats which shall occur one month prior to any building demolition. If direct impacts to day roosting bats are anticipated, bat-exclusionary devices shall be installed prior to construction or demolition activities.	
<p>Phases 1 through 4</p> <p>Prior to the issuance of grading permits, if grading and/or construction activities are scheduled to occur during the breeding season for the least Bell's vireo (March 15 to September 15)</p> <p>Prior to construction, completion of required noise surveys/analysis and installation of noise</p>	<p>MM 3-3</p> <p>Least Bell's Vireo. Prior to the issuance of a grading permit, if grading and/or construction activities are scheduled to occur during the breeding season for the least Bell's vireo (March 15 to September 15), the Director of Community Development shall verify that the following requirements regarding least Bell's vireo are shown on the grading and/or building permit plans:</p> <p>A. No clearing, grubbing, grading, or other construction shall occur between March 15 and September 15, until the following requirements have</p>	Community Development Department	<p>If grading and/or construction activities are scheduled to occur during the breeding season for the least Bell's vireo, the Community Development Department shall verify that the requirements as outlined in MM 3-3 regarding least Bell's vireo are shown on the grading and/or building permit plans.</p> <p>Should construction occur between March 15 and September 15, the City shall confirm that required pre-</p>	

**TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM**

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
attenuation measures, if needed	<p>been met to the satisfaction of the Director of Community Development:</p> <ul style="list-style-type: none"> i. The project certified-Biologist shall survey all riparian areas that would be subject to construction noise levels exceeding 60 A-weighted decibels (dBA) hourly average for least Bell's vireo. Preconstruction surveys shall be conducted by a qualified Biologist once per week within suitable habitat beginning four weeks prior to construction (or the week of March 15 if construction is in progress) and continuing through September 15 or until 10 consecutive visits have had negative survey results. Surveys shall be conducted between dawn and 11:00 AM during suitable weather conditions as outlined in the U.S. Fish and Wildlife Service (USFWS) survey protocol for the species. If a preconstruction focused survey is not conducted, all riparian habitat shall be considered occupied. ii. Between March 15 and September 15, no construction activities shall occur within any portion of the site where construction activities would result in noise levels exceeding 60 db(A) hourly average (or at the current existing noise level) at the edge of occupied least Bell's vireo habitat. An analysis showing noise generated by 		construction surveys and noise analysis be conducted or noise attenuation measures installed.	

**TABLE 1 (Continued)
 MITIGATION MONITORING AND REPORTING PROGRAM**

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
	<p>construction activities shall not exceed 60 db(A) (or current existing noise level) at the edge of riparian habitat shall be completed by an acoustician deemed qualified by the Director of Community Development (e.g., possessing a noise engineer license with experience monitoring noise levels with listed animal species). OR</p> <p>iii. No less than two weeks prior to the commencement of construction activities (or by March 15 if construction is in progress), under the direction of a qualified Acoustician, noise attenuation measures shall be implemented to ensure noise levels from construction activities will not exceed 60 db(A) (or at the current existing noise level) at the edge of habitat occupied or potentially occupied by the least Bell's vireo. Concurrent with construction and the noise attenuation measures, noise monitoring shall be conducted at the edge of riparian habitat to ensure that noise levels do not exceed 60 db(A) hourly average (or current existing noise level). If noise attenuation measures implemented are determined to be inadequate by a qualified Acoustician or project Biologist, then the associated construction activities shall cease until such time that adequate noise</p>			

**TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM**

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
	<p>attenuation is achieved or until the end of the breeding season (September 16).</p> <p>B. If preconstruction surveys demonstrate that the least Bell's vireo is not present, the project Biologist shall submit a report with substantial evidence to the Community Development Department that demonstrates noise attenuation measures are not necessary between March 15 and September 15. The report shall describe the methodology and results of the 10 consecutive negative preconstruction survey visits. If evidence indicates the potential is high for least Bell's vireo to be present based on prior focused survey(s) or site conditions, the City shall require implementation of measures in item A above.</p>			
<p>Phases 1 through 4</p> <p>Prior to the initiation of fuel modification and other fire protection activities adjacent to coastal sage scrub and southern willow scrub habitat</p>	<p>MM 3-4</p> <p>Prior to the initiation of fuel modification and other fire protection activities adjacent to coastal sage scrub and southern willow scrub habitat, a Non-native Vegetation Removal and Planting Plan addressing the removal of non-native vegetation and planting of native vegetation, shall be prepared by a qualified Restoration Ecologist. The Plan shall be submitted to the Community Development Director, and shall, at a minimum, include the following items:</p> <p>A. The responsibilities of the landowner, specialists, and personnel that would supervise and implement the plan shall be specified.</p>	<p>Community Development Department</p>	<p>A Non-native Vegetation Removal and Planting Plan addressing the removal of non-native vegetation and planting of native vegetation, shall be prepared by a qualified Restoration Ecologist. The Plan shall be submitted to the Community Development Department and shall, at a minimum, include the items A through F as listed in MM 3-4.</p>	

**TABLE 1 (Continued)
 MITIGATION MONITORING AND REPORTING PROGRAM**

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
	<p>B. A schedule that requires removal of non-native and ornamental vegetation in late fall and early winter to avoid the nesting season for nesting birds, including the California gnatcatcher and least Bell's vireo. These activities shall not occur during the nesting season (January 15 through September 15).</p> <p>C. A requirement for installation temporary fencing or other appropriate markers around any sage scrub or southern willow scrub vegetation to ensure it is not impacted during non-native vegetation removal activities.</p> <p>D. A requirement for vegetation removal to be conducted once per year utilizing hand tools.</p> <p>E. A requirement for a qualified Biologist to observe/monitor non-native vegetation removal activities to ensure (1) appropriate placement of fencing or other markers, and (2) adjacent special status vegetation (i.e., southern willow scrub and coastal sage scrub) are not impacted.</p> <p>F. A requirement for maintenance training for any individuals involved in the removal of non-native vegetation.</p>			

**TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM**

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
5.4 CULTURAL RESOURCES				
<i>Existing Plans, Programs, and Policies</i>				
<p>Phases 1 through 4</p> <p>Prior to the issuance of the first preliminary or precise grading permit for a project that is located on land that includes potentially significant archaeological and/or paleontological sites, and for any subsequent permit involving excavation to increased depth</p>	<p>PPP 4-1</p> <p>Prior to the issuance of the first preliminary or precise grading permit for a project that is located on land that includes potentially significant archaeological and/or paleontological sites, and for any subsequent permit involving excavation to increased depth, the Project Applicant shall provide letters from an Archaeologist and/or a Paleontologist. The letters shall state that the Project Applicant has retained these individuals, and that the consultant(s) will be on call during all grading and other significant ground-disturbing activities. Determination of the need for these consultants shall be based on the environmental analysis for the project. These consultants shall be selected from the roll of qualified Archaeologists and Paleontologists maintained by the County of Orange (OC Public Works/OC Planning). The Archaeologist and/or Paleontologist shall meet with Community Development staff and shall submit written recommendations specifying procedures for cultural/scientific resource surveillance. These recommendations shall be reviewed and approved by the Director of Community Development prior to issuance of the grading permit and prior to any surface disturbance on the campus. Should any cultural/scientific resources be discovered during grading, no further grading shall occur in the area of the discovery until the Director of Community Development is satisfied that adequate provisions are in place to protect the resources. This condition and the approved</p>	<p>Community Development Department</p>	<p>The Project Applicant shall provide letters from an Archaeologist and/or a Paleontologist. The Archaeologist and/or Paleontologist shall meet with Community Development staff and shall submit written recommendations specifying procedures for cultural/scientific resource surveillance. These recommendations shall be reviewed and approved by the Director of Community Development, or his/her designee, prior to issuance of the grading permit and prior to any surface disturbance on the campus.</p> <p>The Community Development Department shall verify that this condition and the approved recommendations shall be incorporated on the cover sheet of the grading plan under the general heading: "Conditions of Approval".</p>	

**TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM**

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
	<p>recommendations shall be incorporated on the cover sheet of the grading plan under the general heading: "Conditions of Approval". (<i>City of Irvine Standard Condition 2.5</i>)</p>			
<p>Phases 1 through 4 During ground disturbance activities</p>	<p>PPP 4-2 During ground disturbance activities, if potentially significant features or sites, as opposed to isolates, are discovered, testing to determine significance is required by Sections 21083.2 and 21084.4 of the <i>California Public Resource Code</i> (PRC) and Section 15064.5(c) of Title 14 of the <i>California Code of Regulations</i> (i.e., the State CEQA Guidelines). If the features or sites are determined to meet significance criteria, then data recovery excavations would also be required unless the project is redesigned to avoid impacts. Testing and the results of data recovery excavations shall be reviewed and approved by the Director of Community Development.</p>	<p>Community Development Department</p>	<p>If potentially significant features or sites are discovered, testing to determine significance is required by Sections 21083.2 and 21084.4 of the <i>California Public Resource Code</i> and Section 15064.5(c) of Title 14 of the <i>California Code of Regulations</i>. Testing and the results of data recovery excavations shall be reviewed and approved by the Director of Community Development.</p>	
<p>Phases 1 through 4 During ground disturbance activities</p>	<p>PPP 4-3 During ground disturbance activities, in the event of the accidental discovery or recognition of human remains in any location other than a dedicated cemetery, the steps listed below shall be taken:</p> <ul style="list-style-type: none"> a. There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until the Orange County Coroner is contacted to determine if the remains are prehistoric and that no investigation of the cause of death is required. If the Coroner determines the remains to be 	<p>Community Development Department</p>	<p>In the event of the accidental discovery or recognition of human remains, the steps listed in items a and b of PPP 4-3 shall be taken.</p>	

**TABLE 1 (Continued)
 MITIGATION MONITORING AND REPORTING PROGRAM**

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
	<p>Native American, then s/he shall contact the Native American Heritage Commission (NAHC) within 24 hours, and the NAHC shall identify the person or persons it believes to be the most likely descendant from the deceased Native American. The most likely descendant may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of the human remains and any associated grave goods with appropriate dignity, as provided in Section 5097.98 of the PRC, or</p> <p>b. Where the following conditions occur, the landowner or his/her authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity either in accordance with the recommendations of the most likely descendant or on the property in a location not subject to further subsurface disturbance:</p> <ol style="list-style-type: none"> 1. The Native American Heritage Commission (NAHC) is unable to identify a most likely descendant or the most likely descendant failed to make a recommendation within 48 hours after being granted access to the site; 			

**TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM**

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	<p>2. The identified descendent fails to make a recommendation; or</p> <p>3. The landowner or his/her authorized representative rejects the recommendation of the descendant, and mediation by the NAHC fails to provide measures acceptable to the landowner (State CEQA Guidelines, Section 15064.5[e]).</p>			
Mitigation Measures				
<p>Phases 1 through 4</p> <p>Prior to the issuance of a grading permit, during ground disturbing activities, and reporting following construction</p>	<p>MM 4-1</p> <p>Prior to issuance of a grading permit, the following requirement shall be incorporated on the cover sheet of the Grading Plan under the general heading "Conditions of Approval":</p> <p>a. Prior to the issuance of any grading permit, the Project Applicant shall provide written evidence to the City of Irvine that a qualified Archaeologist and a Native American Monitor have been retained to observe grading activities in native sediments, at a depth of five feet or deeper, and salvage and catalog artifacts as necessary. The Archaeologist and Native American Monitor shall be present at the pre-grade conference; shall establish procedures for archaeological resources surveillance; and shall establish, in cooperation with the Project Applicant, procedures for temporarily halting or redirecting work to permit sampling,</p>	<p>Community Development Department</p>	<p>The Community Development Department shall confirm that requirements listed in MM 4-1 are incorporated on the cover sheet of the Grading Plan under the general heading "Conditions of Approval".</p> <p>The Archaeologist and Native American shall participate in pre-grading activities; conduct monitoring and reporting during construction; record, salvage, curation of any discovered resources (with assistance from the Native American Monitor for Native American artifacts); and prepare the required monitoring report.</p>	

**TABLE 1 (Continued)
 MITIGATION MONITORING AND REPORTING PROGRAM**

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
	<p>identification, and evaluation of artifacts.</p> <p>The qualified Archaeologist shall be responsible for maintaining daily field notes and a photographic record and for reporting all finds in a timely manner. The Archaeologist shall also be equipped to record and salvage cultural resources that may be unearthed during initial ground-disturbing activities. Non-Native American artifacts shall be inventoried, assessed, and analyzed for cultural affiliation, personal affiliation (prior ownership), function, and temporal placement. Subsequent to analysis and reporting, these artifacts shall be subjected to curation at an accredited curation facility approved by the City of Irvine or returned to the Project Applicant, as deemed appropriate. All artifacts discovered shall be inventoried and analyzed by the professional Archaeologist. The Native American Monitor shall assist in the analysis of any Native American artifacts for identification as everyday life and/or religious or sacred items, cultural affiliation, temporal placement and function, as much as possible. The significance of Native American resources shall be evaluated in accordance with the provisions of CEQA and shall</p>		<p>The Community Development Department shall confirm the monitoring report is submitted.</p>	

**TABLE 1 (Continued)
 MITIGATION MONITORING AND REPORTING PROGRAM**

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	<p>consider the religious beliefs, customs, and practices of the affected tribes. All items found in association with Native American human remains shall be considered grave goods or sacred in origin and subject to special handling. Native American artifacts that cannot be avoided or relocated at the campus will be prepared in a manner for curation and shall be delivered to an accredited curation facility approved by the City of Irvine within a reasonable amount of time.</p> <p>Once ground-disturbing activities exceeding five feet in depth in native sediments have ceased or the qualified Archaeologist, in consultation with the Native American Monitor, determines that monitoring activities are no longer necessary, monitoring activities may be discontinued following notification to the City of Irvine. A report of findings, including the period of inspection; a catalog and analysis of the artifacts found; and the repository of the artifacts shall be prepared upon completion of the steps outlined above. The report shall include a discussion of the significance of all recovered artifacts. The report and inventory, when submitted to the City of Irvine, will signify completion of the program to</p>			

**TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM**

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	mitigate impacts to archaeological and/or cultural resources.			
<p>Phases 1 through 4</p> <p>Prior to issuance of a grading permit and during ground disturbing activities</p>	<p>MM 4-2</p> <p>Prior to issuance of a grading permit, the following requirements shall be incorporated on the cover sheet of the Grading Plan under the general heading "Conditions of Approval":</p> <ul style="list-style-type: none"> a. A qualified Paleontologist and Paleontological Monitor shall be present at the pre-grade meeting to consult with the grading contractor and other consultants prior to the start of earth-moving activities. At the meeting, the Paleontologist shall establish procedures for paleontological resources surveillance based on the location and depths of paleontologically sensitive sediments, and shall establish, in cooperation with the City, procedures for temporarily halting or redirecting work to permit the sampling, identification, and evaluation of the fossils as appropriate. b. A qualified Paleontological Monitor shall be present at the site when grading and excavation in the Vaqueros Formation exceeds five feet in depth. Paleontological monitoring is not required in areas where excavation does not exceed five feet. c. The Monitor shall have the authority to temporarily direct, 	<p>Community Development Department</p>	<p>The requirements listed in MM 4-2 shall be incorporated on the cover sheet of the Grading Plan under the general heading "Conditions of Approval".</p> <p>The qualified Paleontologist shall participate in pre-grading activities; conduct monitoring and reporting during construction; clean, stabilize, identify and document fossils; and prepare the required monitoring report.</p> <p>The Community Development shall confirm the monitoring report is submitted.</p>	

**TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM**

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	<p>divert, or halt grading to allow recovery of paleontological resources. In areas rich in micro-vertebrates, collection of large bulk samples of matrix for later water screening to recover small bones and teeth shall be part of the paleontological salvage program.</p> <p>d. Fossils recovered from this project shall be cleaned, stabilized, identified, and documented. A report on the paleontological resources recovered from the parcels shall be prepared by the Paleontologist and submitted to the Community Development Department.</p> <p>e. Fossils with their contextual data must be deposited at a recognized museum or institution.</p>			
5.5 GEOLOGY AND SOILS				
<i>Existing Plans, Programs and Policies</i>				
<p>Phases 1 through 4 Prior to the issuance of grading permits</p>	<p>PPP 5-1 Prior to the issuance of grading permits, the Project Applicant shall provide to the Chief Building Official a site-specific geotechnical study for each proposed structure. The Geotechnical Report shall be prepared by a registered Civil Engineer or certified Engineering Geologist, having competence in the field of seismic hazard evaluation and mitigation. The Geotechnical Report shall contain site-specific evaluations of the seismic hazard affecting the project and shall identify portions of the project site containing seismic hazards. The report shall also</p>	<p>Chief Building Official</p>	<p>The Project Applicant shall provide to the Chief Building Official a site-specific geotechnical study for each proposed structure. The contents of the Geotechnical Report shall include, but shall not be limited to, items a through f listed in PPP 5-1.</p>	

**TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM**

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	<p>identify any known off-site seismic hazards that could adversely affect the site in the event of an earthquake. The contents of the Geotechnical Report shall include, but shall not be limited to, the following:</p> <ul style="list-style-type: none"> a. A project description. b. A description of the geologic and geotechnical conditions at the site, including an appropriate site location map. c. An evaluation of site-specific seismic hazards based on geological and geotechnical conditions, in accordance with current industry standards of practice. d. Recommendations for earthwork and construction. e. The name(s) of report preparer(s) and signature(s) of a certified Engineering Geologist and/or registered Civil Engineer, having competence in the field of seismic hazard evaluation and mitigation. f. The official professional registration or certification number and license expiration date of each report preparer in the signature block of the report (<i>City of Irvine Standard Condition 2.6</i>). 			

**TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM**

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
<p>Phases 1 through 4</p> <p>Prior to issuance of a grading permit for inclusion of note</p> <p>During grading and construction activities for compliance with City requirements</p>	<p>PPP 5-2</p> <p>Prior to issuance of a grading permit, the Project Applicant shall demonstrate compliance with the following requirement to the satisfaction of the Chief Building Official, and this requirement shall be included on the cover sheet of the grading permit. During grading and construction activities, all grading operations and construction will be conducted in conformance with the applicable <i>City of Irvine Grading Code</i> (Municipal Code Title 5, Division 10) and Grading Manual and the most recent version of the <i>California Building Code</i> (CBC). Grading operations shall also be consistent with the recommendations included in the most current Geotechnical Report for the project area prepared by the Engineer of Record.</p>	<p>Chief Building Official</p>	<p>The Project Applicant shall include the required note on the cover sheet of the grading plan.</p> <p>The Building Official shall confirm compliance with the City's grading requirements consistent with standard review procedures.</p>	
<p>Phases 1 through 4</p> <p>Prior to issuance of a grading permit for inclusion of note</p> <p>During grading and earthwork activities for compliance with City requirements</p>	<p>PPP 5-3</p> <p>Prior to issuance of a grading permit, the Project Applicant shall demonstrate compliance with the following requirement to the satisfaction of the Chief Building Official, and this requirement shall be included on the cover sheet of the grading permit. During grading and earthwork activities, in accordance with the <i>City of Irvine Grading Code</i> (Municipal Code Title 5, Division 10) and Grading Manual, grading and earthwork shall be performed under the observation of a Registered Civil Engineer specializing in Geotechnical Engineering in order to achieve proper subgrade preparation; selection of satisfactory fill materials; placement and compaction of structural fill; stability of finished slopes; design of buttress fills; subdrain installation; and incorporation of data supplied by the Engineering Geologist.</p>	<p>Chief Building Official</p>	<p>The Project Applicant shall include the required note on the cover sheet of the grading plan.</p> <p>The Building Official shall confirm compliance with the City's grading and earthwork requirements consistent with standard review procedures.</p>	

TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
<p>Phases 1 through 4</p> <p>Prior to issuance of a grading permit for inclusion of note</p> <p>During grading and earthwork activities for compliance with City requirements</p>	<p>PPP 5-4</p> <p>Prior to issuance of a grading permit, the Project Applicant shall demonstrate compliance with the following requirement to the satisfaction of the Chief Building Official, and this requirement shall be included on the cover sheet of the grading permit. During grading and earthwork activities, in accordance with the <i>City of Irvine Grading Code</i> (Municipal Code Title 5, Division 10) and Grading Manual, grading and earthwork shall also be performed under the observation of a certified Engineering Geologist to provide professional review and written approval of the adequacy of natural ground for receiving fills; the stability of cut slopes with respect to geological matters; and the need for subdrains or other groundwater drainage devices. The Geologist shall geologically map the exposed earth units during grading to verify the anticipated conditions and, if different, provide findings to the Geotechnical Engineer for possible design modifications. If recommendations are modified they shall be submitted to the City Engineer for review and approval.</p>	<p>Chief Building Official</p>	<p>The Project Applicant shall include the required note on the grading plan.</p> <p>The certified Engineering Geologist shall conduct on-site observations and required reporting to the City Engineer during construction.</p>	
<p>Phases 1 through 4</p> <p>Prior to issuance of a building permit</p>	<p>PPP 5-5</p> <p>Prior to issuance of a building permit, the Project Applicant shall submit to the Chief Building Official for review and approval documentation prepared by a licensed Geotechnical Engineer certifying the suitability of the graded site, as required in the <i>City of Irvine Building Code</i> (Municipal Code Title 14, Buildings and Construction).</p>	<p>Chief Building Official</p>	<p>The Project Applicant shall submit to the Chief Building Official for review and approval documentation prepared by a licensed Geotechnical Engineer certifying the suitability of the graded site, as required in the <i>City of Irvine Building Code</i>.</p>	

TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
<p>Phases 1 through 4</p> <p>Prior to the issuance of grading permits</p> <p>Revegetation of cut and fill slopes after grading</p>	<p>PPP 5-6</p> <p>Prior to the issuance of grading permits, the Project Applicant shall demonstrate compliance with the following requirement to the satisfaction of the Chief Building Official. Grading level details of the proposed cut and fill slopes shall be evaluated by a licensed Geotechnical Engineer for stability. If adverse conditions are anticipated, remedial measures will be provided to stabilize the slopes. Revegetation of cut and fill slopes shall be required in accordance with the <i>City of Irvine Grading Code</i> (Municipal Code Title 5, Division 10) and Grading Manual.</p>	<p>Chief Building Official</p>	<p>The Project Applicant shall include the required note on the cover sheet of the grading plan.</p> <p>The Geotechnical Engineer shall be responsible for slope evaluation and identification of remedial measures.</p> <p>The Chief Building Official shall confirm compliance with the City's requirements consistent with standard review procedures.</p>	
<p>Phases 1 through 4</p> <p>Prior to the issuance of a building permit</p>	<p>PPP 5-7</p> <p>Prior to the issuance of a building permit, the Project Applicant shall demonstrate compliance with the following requirement to the satisfaction of the Chief Building Official. Future buildings and structure, including retaining walls, shall be designed in accordance with the all applicable State Codes with <i>City of Irvine Amendments</i>. The design of the structures shall include lateral load analysis using the most restrictive seismic and wind loads as determined by the California Building Code (CBC).</p>	<p>Chief Building Official</p>	<p>The Project Applicant shall demonstrate compliance with the requirement that future buildings and structures, including retaining walls, are designed in accordance with the all applicable State Codes with City of Irvine Amendments.</p> <p>The Chief Building Official shall confirm compliance with the City's requirements consistent with standard review procedures.</p>	
<p>Phase 3</p> <p>Prior to issuance of a grading permit for the proposed recreation/lap pool</p>	<p>PPP 5-8</p> <p>Prior to issuance of a grading permit for the proposed recreation/lap pool, and as required by the Special Development Requirement included in Chapter 9-21, Planning Area 21 (Turtle Rock), of the Zoning Ordinance:</p> <p>a. In conjunction with submittal of swimming pool or spa plans, the Project Applicant shall submit a soil report prepared and signed by a licensed civil and/or geotechnical</p>	<p>Chief Building Official</p>	<p>The Project Applicant shall submit a soil report for the swimming pool/spa to the City Building Official or demonstrate that the provisions for exceptions to this requirement have been met.</p>	

**TABLE 1 (Continued)
 MITIGATION MONITORING AND REPORTING PROGRAM**

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
	<p>engineer. The report shall include, but not be limited to, the following information:</p> <ul style="list-style-type: none"> (1) A plot showing the location of all test borings and/or excavations. (2) Descriptions and classifications of the materials/soils encountered. (3) Elevation of the water table, if encountered. (4) Recommendations for foundation type and design criteria, including bearing capacity, provisions to minimize the effects of expansive soils, and the effects of adjacent loads. (5) Expected total differential settlement. <p>b. Exception: The City Building Official may waive the requirement for submission of a soil report if the following conditions are met:</p> <ul style="list-style-type: none"> (1) A hydrostatic valve is installed in the pool to relieve hydrostatic pressure. (2) The pool is designed to accommodate the effects of expansive soils. 			

**TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM**

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
<i>Mitigation Measures</i>				
<p>Phases 1 and 2</p> <p>Prior to the issuance of a grading permit for the Music, Worship and Theology and Concordia University (CU) Center Addition</p>	<p>MM 5-1</p> <p>Prior to the issuance of a grading permit, recommendations from the <i>Preliminary Geotechnical Engineering Report for the Music, Worship and Theology and CU Center Projects, Concordia University Irvine</i> (November 2015) prepared by Geotechnical Solutions, Inc. and any forthcoming geotechnical studies (required pursuant to PPP 5-1) shall be included in the site preparation and building design specifications. Compliance with this requirement shall be verified by the City's Chief Building Official. Preliminary recommendations to be included in the project specifications include, but are not limited to:</p> <ul style="list-style-type: none"> • Evaluation of Foundation Types and Foundation Recommendations <ul style="list-style-type: none"> ○ Spread Footing Foundations ○ Caisson Recommendations ○ Conventional Foundations on Engineering Compacted Fill • Floor Slab • Retaining Wall Recommendations <ul style="list-style-type: none"> ○ Lateral Passive Resistance ○ Active Pressure ○ At-Rest Earth Pressure ○ Seismic Force • Pavement Recommendations • Pavement Recommendations Grading <ul style="list-style-type: none"> ○ Subgrade Preparation ○ Aggregate Base ○ Asphalt Concrete Pavement ○ Site Drainage ○ Exterior Concrete Flatwork 	<p>Chief Building Official</p>	<p>Recommendations from the <i>Preliminary Geotechnical Engineering Report for the Music, Worship and Theology and CU Center Projects, Concordia University Irvine</i> (November 2015) prepared by Geotechnical Solutions, Inc. and any forthcoming geotechnical studies (required pursuant to PPP 5-1) shall be included in the site preparation and building design specifications. Compliance with this requirement shall be verified by the City's Chief Building Official.</p>	

TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
	<ul style="list-style-type: none"> ○ Corrosion and Sulfate Attack Protection ○ Concrete ● Grading Recommendations ● Construction Verification Procedures <ul style="list-style-type: none"> ○ Pre-Grading Meeting ○ Footing Observations ○ Earthwork Observations ○ Temporary Support of Excavations 			
4.6 GREENHOUSE GAS EMISSIONS				
<i>Existing Plans, Programs and Policies</i>				
<p>Phases 1 through 4</p> <p>Prior to the issuance of demolition and/or building permits, whichever occurs first</p>	<p>PPP 6-1</p> <p>Prior to the issuance of demolition and/or building permits, whichever occurs first, the Project Applicant shall submit a Waste Management Plan for review and approval by the Director of Public Works demonstrating compliance with the requirements of Title 6, Division 7 (Refuse) of the <i>City of Irvine Municipal Code</i> relating to recycling and diversion of construction and demolition (C&D) debris as applicable. Over the course of demolition and construction, the Project Applicant shall ensure compliance with all code requirements related to the use of City-authorized waste haulers.</p>	Public Works Department	The Project Applicant shall submit a Waste Management Plan for review and approval by the Director of Public Works demonstrating compliance with the requirements of Title 6, Division 7 (Refuse) of the <i>City of Irvine Municipal Code</i> relating to recycling and diversion of construction and demolition (C&D) debris.	
<p>Phases 1 through 4</p> <p>Prior to the issuance of each building permit</p>	<p>PPP 6-2</p> <p>Prior to the issuance of each building permit, the Project Applicant shall be required to demonstrate that buildings have been designed in accordance with the applicable Title 24 Energy Efficiency Standards for Residential and Nonresidential Buildings (24 CCR 6).</p>	Community Development Department	The Project Applicant shall be required to demonstrate that buildings have been designed in accordance with the applicable Title 24 Energy Efficiency Standards for Residential and Nonresidential Buildings (24 CCR 6).	

**TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM**

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
<p>Phases 1 through 4 Prior to the issuance of each building permit</p>	<p>PPP 6-3 Prior to the issuance of each building permit, the Project Applicant shall be required to demonstrate that the project meets the applicable California Green Building Standards (24 CCR 11).</p>	<p>Community Development Department</p>	<p>The Project Applicant shall be required to demonstrate that the project meets the applicable California Green Building Standards (24 CCR 11).</p>	
<p>5.7 HAZARDOUS AND HAZARDOUS MATERIALS</p>				
<p><i>Existing Plans, Programs and Policies</i></p>				
<p>Phases 1 through 4 Prior to issuance of a demolition permit or grading permit, whichever occurs first, surveys, inspections, and analyses for ACMs and LBP shall be conducted During construction for handling of ACM and lead, if present Prior to issuance of any demolition permit or grading permit for activities that involve the removal of structures or facilities with ACM or LBP provide results of surveys</p>	<p>PPP 7-1 Prior to issuance of a demolition permit or grading permit, whichever occurs first, pre-demolition surveys, inspections, and analyses for asbestos-containing materials (ACMs) and lead-based paint (LBP) shall be performed by fully licensed and qualified individuals for any structures or facilities to be demolished. This shall be accomplished in accordance with all applicable federal, State, and local regulations, including, but not limited to California Occupational Safety and Health Administration (CalOSHA) requirements and South Coast Air Quality Management District (SCAQMD) Rule 1403. Dependent on the results of the surveys, ACM and LBP abatement or management measures shall be implemented in accordance with all applicable regulations, summarized below. Should ACM be identified in any of the surveyed buildings or facilities intended for demolition, workers shall comply with the requirements of Title 8 of the California Code of Regulations (Section 1529), which regulates asbestos exposure. Any damaged ACM shall be removed, repaired, encapsulated, or enclosed. Removal of materials reported to contain detectable amounts of asbestos shall be performed by a licensed asbestos abatement contractor</p>	<p>Community Development Department</p>	<p>Fully licensed and qualified individuals, commissioned by the Project Applicant shall conduct pre-demolition surveys, inspections, and analyses for asbestos-containing materials (ACMs) and lead-based paint (LBP), in accordance with applicable regulation, for any structures or facilities to be demolished. The results of these efforts shall be provided to the Community Development Department. If present, ACM and LBP abatement or management measures shall be implemented in accordance with all applicable regulations summarized in PPP 7-1. The Project Applicant shall demonstrate that requirements for ACM and LBP abatement are included in the contractor specifications.</p>	

**TABLE 1 (Continued)
 MITIGATION MONITORING AND REPORTING PROGRAM**

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
	<p>prior to demolition activities. In addition, asbestos-containing waste shall be disposed of by a licensed asbestos abatement contractor and manifested as hazardous waste. Dry sawing, sanding, and drilling of ACM shall be avoided to minimize airborne asbestos exposure. Building materials containing asbestos may be exposed during demolition activities, and shall be sampled and analyzed prior to further disturbance.</p> <p>Should LBP be identified in any of the surveyed buildings or facilities intended for demolition, workers shall comply with the requirements of Title 8 of the California Code of Regulations (Section 1532.1), which provides exposure limits, exposure monitoring, respiratory protection, and good working practice by workers exposed to lead. LBP debris and other waste shall be managed and disposed of in accordance with the applicable provision of the California Health and Safety Code.</p> <p>Prior to issuance of a demolition or grading permit, whichever comes first, the Project Applicant shall submit to the Director of Community Development evidence that the requirement to adhere to all applicable regulations is included in the contractor specifications.</p> <p>Prior to issuance of any demolition permit or grading permit for activities that involve the removal of structures or facilities with ACM or LBP, the results of ACM and lead surveys shall be provided to the Director of the Community Development Department.</p>			

TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
<i>Project Design Features</i>				
<p>Phases 1 through 4</p> <p>Prior to the issuance of temporary or final certificate of occupancy permits</p> <p>The Conceptual Fuel Modification Plan (SR #207374) was approved by OCFA on December 28, 2016.</p>	<p>PDF 7-1</p> <p>Prior to the issuance of temporary or final certificate of occupancy permits for each building on campus, fuel modification requirements identified in the approved Fuel Modification Plan shall be installed and inspected to ensure they are in conformance with the approved Fuel Modification Plan, to the satisfaction of OCFA. A Conceptual Fuel Modification Plan has been prepared for the proposed project (refer to Exhibits 3-26 and 3-27 and Appendix G of this Draft EIR) and shall be approved by OCFA prior to issuance of a grading permit</p>	<p>Community Development Department</p>	<p>Fuel modification requirements identified in the approved Conceptual Fuel Modification Plan shall be installed by the Project Applicant.</p> <p>Post-installation inspection shall be completed by the Community Development Department to ensure the fuel modification requirements have been completed.</p>	
<i>Mitigation Measures</i>				
<p>Phases 3 and 4</p> <p>Prior to issuance of a demolition permit or grading permit, whichever occurs first, for documentation that qualified individuals have been retained</p> <p>During demolition/grading for completion of testing of soils, and abatement and disposal of soils, if needed.</p>	<p>MM 7-1</p> <p>Prior to issuance of a demolition permit or grading permit, whichever occurs first, the Project Applicant shall provide documentation to the Director of Community Development that appropriately qualified individuals have been retained to manage the identified materials in accordance with all applicable regulations.</p> <p>Soils encountered during demolition and earth-moving activities having the potential to contain polychlorinated biphenyls (PCBs) (this includes property within 25 feet of a possible historic source of PCBs or where visual and/or other evidence of contamination is noted) shall be tested for PCBs using U.S. Environmental Protection Agency (USEPA) Method 8082. If detectable concentrations of PCBs are identified, these shall be compared to appropriate regulatory screening levels (i.e., EPA Regional Screening Levels</p>	<p>Community Development Department</p>	<p>The Project Applicant shall provide documentation to the Director of Community Development that appropriately qualified individuals have been retained to manage the identified materials in accordance with all applicable regulations.</p> <p>Testing of soils shall be conducted by qualified individuals during demolition and earth-moving activities.</p> <p>Coordination with the applicable regulatory oversight agency(ies) shall be initiated and the agency(ies) direction/recommendation regarding the proper abatement and disposal of PCB-impacted soil shall be implemented. This requirement shall be included in the</p>	

**TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM**

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
	<p>[RSLs] or California Human Health Screening Levels [CHHSLs]).</p> <p>In addition, coordination with the applicable regulatory oversight agency(ies) shall be initiated and the agency(ies) direction/recommendation regarding the proper abatement and disposal of PCB-impacted soil shall be implemented. This requirement shall be included in the construction contractor's specifications, and its performance shall be the responsibility of the Project Applicant.</p>		<p>construction contractor's specifications, and its performance shall be the responsibility of the Project Applicant.</p> <p>Inclusion of requirements on the contractor specifications shall be confirmed by the Community Development Department.</p>	
<p>Phases 3 and 4</p> <p>Prior to issuance of a demolition permit</p>	<p>MM 7-2</p> <p>Prior to issuance of a demolition permit, the Project Applicant shall provide evidence that the onsite soils do not contain concentrations of organochlorine pesticides (OCPs) or lead above the applicable levels shall be provided to the Director of the Community Development Department for review and approval. Pre-demolition soil sampling for OCPs and lead shall be performed by a licensed contractor. The sampling shall be conducted under the guidance of the sampling requirements identified in the California Department of Toxic Substances Control's (DTSC's) <i>Interim Guidance Evaluation of School Sites with Potential Soil Contamination as a Result of Lead from Lead-Based Paint, Organochlorine Pesticides from Termiticides, and Polychlorinated Biphenyls from Electrical Transformers</i>. If OCP and/or lead levels within the sampled areas are identified in excess of screening values identified in the guidance document, a Health Risk Assessment (HRA) shall be prepared to the satisfaction of the Director of the</p>	<p>Community Development Department</p>	<p>The Project Applicant shall provide evidence to the Community Development Department that the onsite soils do not contain concentrations of OCPs or lead above the applicable levels, based on pre-demolition soil sampling by a licensed contractor.</p> <p>If OCP and/or lead levels within the sampled areas are identified in excess of screening values identified in the guidance document, a Health Risk Assessment (HRA) shall be prepared to the satisfaction of the Director of the Community Development Department and, if required, remediation shall be conducted to ensure that applicable levels are achieved.</p>	

TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
	Community Development Department and, if required, remediation shall be conducted to ensure that applicable levels are achieved.			
5.8 HYDROLOGY AND WATER QUALITY				
<i>Existing Plans, Programs and Policies</i>				
<p>Phases 1 through 4</p> <p>Prior to the issuance of preliminary or precise grading permits for a project that will result in soil disturbance of one or more acres of land</p>	<p>PPP 8-1</p> <p>Prior to the issuance of preliminary or precise grading permits for a project that will result in soil disturbance of one or more acres of land, the Project Applicant shall provide the Chief Building Official with evidence that a Notice of Intent (NOI) has been filed with the State Water Resources Control Board. Such evidence shall consist of a copy of the NOI stamped by the State Water Resources Control Board or the Regional Water Quality Control Board or a letter from either agency stating that the NOI has been filed. (<i>City of Irvine Standard Condition 2.12</i>)</p>	<p>Chief Building Official</p>	<p>The Project Applicant shall provide the Chief Building Official with evidence that a Notice of Intent (NOI) has been filed with the State Water Resources Control Board.</p>	
<p>Phases 1 through 4</p> <p>Prior to the issuance of preliminary or precise grading permits</p>	<p>PPP 8-2</p> <p>Prior to the issuance of preliminary or precise grading permits, the applicant shall submit to the Chief Building Official for review and approval, a Water Quality Management Plan (WQMP). The WQMP shall identify the Best Management Practices (BMPs) that will be used on the site to control predictable pollutant runoff. (<i>City of Irvine Standard Condition 2.13</i>)</p>	<p>Chief Building Official</p>	<p>The applicant shall submit to the Chief Building Official for review and approval, a WQMP.</p>	

**TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM**

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
<i>Project Design Features</i>				
<p>Phases 1 through 4</p> <p>Prior to issuance of each grading permit</p>	<p>PDF 8-1</p> <p>Prior to issuance of each grading permit, the Community Development Department shall verify that required Low Impact Development (LID) structural and non-structural Best Management Practices (BMPs) required by project-specific Final Water Quality Management Plans (WQMPs) are incorporated into the grading plans and contractor specifications. The Municipal Separate Storm Sewer System (MS4) permit and Drainage Area Management Plan/Local Implementation Plan (DAMP/LIP) require the consideration and incorporation of site design practices to reduce runoff and to promote a hydrologically functional project that mimics the natural hydrologic regime to the extent feasible. The proposed project incorporates installation of LID structural BMPs (refer to Exhibit 3-32, Conceptual WQMP BMP Plan) and implementation of non-structural BMPs as identified in the preliminary WQMP included in Appendix H of this Draft EIR. The following BMPs are included as part of the proposed project.</p> <p>LID BMPs</p> <ul style="list-style-type: none"> • Bio-retention system with underdrains • Stormwater planter boxes with underdrains • Vegetated swales • Vegetated filter strips • Proprietary bio-treatment (modular wetlands devices) <p>Non-Structural Source-Control BMPs</p>	<p>Community Development Department</p>	<p>The Community Development Department shall verify that required LID structural and non-structural Best Management Practices (BMPs) required by project-specific Final WQMPs are incorporated into the grading plans and contractor specifications.</p>	

**TABLE 1 (Continued)
 MITIGATION MONITORING AND REPORTING PROGRAM**

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
	<ul style="list-style-type: none"> • Property owner, tenant, and occupant education • Activity restrictions • Common area landscape management • BMP maintenance • Common area litter control • Employee training • Housekeeping of loading docks • Common area catch basin inspection • Street sweeping <p>Structural Source-Control BMPs</p> <ul style="list-style-type: none"> • Storm drain system stenciling and signage • Trash and waste storage areas to reduce pollution introduction • Efficient irrigation systems and landscape design, water conservation, smart controllers, and source control • Slope and channel protection and energy dissipation • Incorporation of requirements applicable to individual priority project categories (from Santa Ana Regional Water Quality Control Board NPDES Permit) • Loading dock areas • Hillside landscaping • Wash water control for food preparation areas 			

TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
5.9 LAND USE AND PLANNING				
<i>Mitigation Measures</i>				
<p>Phases 1 through 4</p> <p>Ongoing monitoring and reporting of vehicular trips during operations.</p> <p>Vehicle trip counts to be conducted two times annually (October and Spring).</p> <p>Monitoring Reports also to be prepared two times annually following completion of trip counts.</p>	<p>MM 9-1</p> <p><i>Incremental Daily Trip Cap</i></p> <p>The maximum daily trip cap shall be determined by the actual existing square footage (i.e., buildings with temporary or final certificate of occupancy) on the campus on the starting date of the vehicle trip count provided, however, that 4,732 maximum daily trips shall be the initial maximum daily trip cap until Concordia adds any additional institutional building square footage beyond the existing 243,571 square feet, at which time the below maximum Daily Trip Cap (“Daily Trip Cap”) will exclusively apply and govern provided the Daily Trip Cap calculation yields no less than 4,732 maximum daily trips. As building square footage is allowed to be occupied and compliance with the trip cap is verified, the trip cap will increase incrementally for the campus. Vehicle trips generated by the Concordia University campus shall be calculated as follows:</p> <p>Daily Trip Cap = 17.12 trips x existing institutional square footage/1,000 square feet (<i>note: institutional square footage excludes dormitory unit square footage</i>)</p> <p><i>Maximum Daily Trip Cap</i></p> <p>If Daily Trip Cap compliance is successfully and continuously demonstrated with the occupancy of each new or expanded building, the daily trip generation shall not exceed 5,500 daily trips at full-campus</p>	<p>Community Development Department</p>	<p>Applicable maximum daily trip cap based on identified formula shall be calculated by the City based on occupied square footage when the trip count is conducted.</p> <p>Vehicle trip counts to be conducted by the University two times annually, as reviewed/approved by City staff. (1) three successive days in October (Tuesday, Wednesday and Thursday); (2) a weekend day (Friday or Saturday) in the Spring when a special event or special events with the largest attendance and largest vehicle trip generation is/are anticipated.</p> <p>The Vehicle Trip Monitoring Reports for the October and Spring counts shall be submitted no later than 30 calendar days after completion of each count and, in the case of the City, submitted as a Pre-Application case type.</p> <p>In the event of non-compliance with trip caps based on the annual counts, actions to be immediately taken by the University to comply with the trip count limitations shall be established based on coordination with the City and Concordia East and West</p>	

**TABLE 1 (Continued)
 MITIGATION MONITORING AND REPORTING PROGRAM**

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
	<p>build-out (i.e., 321,220 square feet of institutional uses and 330 dormitory units).</p> <p>Vehicle Trip Counts</p> <p>Concordia and all its successors shall conduct a count of vehicles entering and exiting the campus two times annually. The first count of vehicles shall be taken during the month of October on three successive days (Tuesday, Wednesday and Thursday). The second count of vehicles shall be taken on a weekend day (Friday or Saturday) in the Spring when a special event or special events with the largest attendance and largest vehicle trip generation is/are anticipated. The proposed dates of each count shall be reviewed and approved by City staff a minimum of 30 days in advance of commencing any actual counts.</p> <p>This "cordon count" shall be conducted via a mixture of electronic and mechanical means (e.g., magnetic road loops, video and/or rubber hose counting systems). All trips entering and exiting the campus, including those associated with pass-through traffic (e.g., community HOA vehicles traversing the campus to travel from one location to another), shall be recorded. Furthermore, counts from all residential neighborhood streets (i.e., Ascension for Concordia East and Daystar, Faith and Joy for Concordia West) shall be deducted from the overall gate volumes.</p> <p>Vehicle Trip Monitoring Reports</p> <p>Concordia University shall submit to the Community Development Director (and provide copies directly to the Board of</p>		<p>Homeowners Association presidents, if interested.</p> <p>In the event of non-compliance with the applicable trip cap, the applicant shall be prohibited from further implementing the campus build-out plan regardless of the (approved) status of permit(s) and/or development plan(s) until compliance with the trip cap is demonstrated.</p> <p>Traffic analysis shall be conducted in compliance with federal, state, or local law or policy, as applicable.</p>	

TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
	<p>Directors of the Concordia East and West Community Associations) two comprehensive trip monitoring reports summarizing the completed counts of vehicles entering and exiting the campus ("Vehicle Trip Monitoring Report"). The Vehicle Trip Monitoring Reports for the October and Spring counts shall be submitted no later than 30 calendar days after completion of each count and, in the case of the City, submitted as a Pre-Application case type.</p> <p>Actual count data for each day shall be included in the Vehicle Trip Monitoring Report. The highest 24-hour count for each collection period (October and Spring) shall be used in determining compliance with the Daily Trip Cap, and daily counts shall not be averaged between the count days for that year. Each Vehicle Trip Monitoring Report shall include a summary description of all events and activities occurring on campus each day that traffic counts were taken. At the discretion of the Director of Community Development, additional traffic counts and reports beyond the October and Spring Vehicle Trip Monitoring Reports may be required, if deemed necessary.</p> <p>Non-Compliance</p> <p>Should any October or Spring Vehicle Trip Monitoring Report or specially requested report submitted to the City evidence noncompliance with the applicable maximum trip count limitation, within 30 calendar days of the Director of Community Development's receipt of the Vehicle Trip Monitoring Report, University</p>			

TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
	<p>representatives shall meet with the Director of Community Development and Concordia East and West Community Associations' Board of Directors, if interested, to review actions including but not limited to reducing on-campus activities and implementing transportation demand management measures (e.g., carpooling, use of alternative modes of transportation, parking management) that shall be immediately taken to comply with the trip count limitations.</p> <p>Additionally, prior to issuance of all grading/building permit and approval of all development applications for uses within the campus, the applicant shall demonstrate to the satisfaction of the Director of Community Development that the projected total daily traffic from the site will not exceed 4,732 daily trips or 17.12 daily trips per thousand square feet of existing and/or proposed institutional square footage (whichever is greater). In the event of non-compliance with the applicable trip cap, the applicant shall be prohibited from further implementing the campus build-out plan regardless of the (approved) status of such permit(s) and/or development plan(s) until compliance with the trip cap is demonstrated.</p> <p>Additional Requirements</p> <p>Additionally, where the applicant is required to submit a traffic analysis by any federal, state, or local law or policy, including but not limited to the City Traffic Impact Analysis Guidelines and/or California Environmental Quality Act, the</p>			

**TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM**

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
	<p>applicant shall submit such traffic analysis in addition to the above requirements.</p> <p>Finally, see Condition of Approval 6.25 regarding Special Events and Condition of Approval 6.24 regarding Non-University Events for details on additional reporting requirements for those activities.</p>			
5.10 NOISE				
<i>Existing Plans, Programs and Policies</i>				
<p>Phases 1 through 4</p> <p>Prior to issuance of a grading permit for confirmation of note on contract plans and specifications</p> <p>Ongoing monitoring of compliance during construction</p>	<p>PPP 10-1</p> <p>Prior to issuance of a grading permit, the Community Development Department shall confirm that the following requirement is included on the contract plans and specifications.</p> <p>“Construction activities occurring as part of the project shall be subject to the limitations and requirements of Section 6-8-205(a) of the Irvine Municipal Code, which states that construction activities may only occur between 7:00 AM and 7:00 PM Mondays through Fridays and 9:00 AM and 6:00 PM on Saturdays. No construction activities shall be permitted outside these hours or on Sundays and federal holidays unless a temporary waiver is granted by the Chief Building Official or an authorized representative. Trucks, vehicles, and equipment that are making or are involved with material deliveries, loading, or transfer of materials; equipment service; maintenance of any devices; or appurtenances for or within any construction project in the City shall not be operated or driven on City streets outside of these hours or on Sundays and federal holidays unless the City grants a temporary waiver. Any waiver granted shall consider</p>	<p>Community Development Department</p>	<p>The Community Development Department shall confirm that the requirement listed in PPP 10-1 is included on the contract plans and specifications.</p> <p>The Community Development Department shall periodically monitor compliance with these requirements on-site during construction.</p>	

TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
	impacts upon the community. No construction activity, including maintenance work on the City rights-of-way that might be required, shall be permitted outside these hours except in emergencies." Compliance by the contractor shall be confirmed by the Community Development Department during construction.			
<p>Phases 1 through 4</p> <p>Prior to issuance of any grading permits for submittal of Traffic Routing Plan and inclusion on the grading and building plans</p> <p>Ongoing monitoring of compliance during construction</p>	<p>PPP 10-2</p> <p>In compliance with Special Development Requirement No. 9 included in Chapter 9-21 of the City's Zoning Ordinance, prior to issuance of any grading permits, the Project Applicant shall submit for review and approval by the Chief Building Official a Construction Traffic Routing Plan that routes construction traffic away from residential areas. The routing plan shall be shown as a map on the grading and building plans and shall specify that construction traffic is to be routed to Ridgeline Drive, to University Avenue, and directly to the Interstate (I) 405 freeway.</p>	<p>Chief Building Official</p>	<p>The Project Applicant shall submit for review and approval by the Chief Building Official a Construction Traffic Routing Plan and shall include this on grading and building plans.</p> <p>The Community Development Department shall periodically monitor compliance with this Plan during construction.</p>	
<p>Phases 1 through 4</p> <p>Prior to the issuance of building permits</p>	<p>PPP 10-3</p> <p>Prior to the issuance of building permits for each structure or tenant improvement other than a parking structure, the Project Applicant shall submit a Final Acoustical Report prepared to the satisfaction of the Director of Community Development. The report shall demonstrate that the development will be sound-attenuated against present and projected noise levels, including stationary, roadway, aircraft, helicopter, and railroad noise to meet City interior and exterior noise standards. The Final Acoustical Report shall include all information required by the City's Acoustical Report Information Sheet (Form 42-48). The report shall be accompanied by a list</p>	<p>Community Development Department</p>	<p>The Project Applicant shall submit a Final Acoustical Report prepared to the satisfaction of the Community Development Department.</p>	

**TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM**

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
	identifying the sheet(s) of the building plans that include required sound attenuation measures (<i>City of Irvine Standard Condition 3.5</i>).			
<p>Phases 1 through 4 Prior to the issuance of building permits</p>	<p>PPP 10-4 Prior to the issuance of building permits for each structure, the Project Applicant shall submit for review and approval by the Chief Building Official, acoustical specifications or equivalent analysis that demonstrates that noise levels from heating, ventilation, and air conditioning (HVAC) equipment and similar equipment would not exceed the noise level limits of Section 6-8-204 B.2 of the Noise Ordinance as shown in Table 5.10-6 of this EIR.</p>	Chief Building Official	The Project Applicant shall submit for review and approval by the Chief Building Official, acoustical specifications or equivalent analysis that demonstrates that noise levels from HVAC equipment and similar equipment would not exceed the noise level limits of Section 6-8-204 B.2 of the Noise Ordinance.	
Project Design Features				
<p>Phases 1 through 4 During operation of existing and proposed on campus athletic facilities</p>	<p>PDF 10-1 During operation of existing and proposed outdoor on campus athletic facilities by the University, City of Irvine or private rental users, the University shall prohibit amplified music after 7:00 PM. Announcing shall be allowed until the completion of each outdoor game/competition or until 9:00 PM, whichever occurs first. This requirement shall be stipulated in all University, City of Irvine, or private rental agreements for use of the outdoor campus athletic fields.</p>	Community Development Department	<p>The University shall prohibit amplified music after 7:00 PM. Announcing shall be allowed until the completion of each outdoor game/competition or until 9:00 PM, whichever occurs first.</p> <p>The Community Development Department shall periodically monitor compliance with these requirements during operation.</p>	
Mitigation Measures				
<p>Phases 1 through 4 Prior to the issuance of each grading and building permit for submittal of construction-related noise mitigation plan</p>	<p>MM 10-1 Prior to the issuance of each grading permit and building permit, the Project Applicant or its contractor shall submit a construction-related noise mitigation plan to the Director of Community Development for review and approval. The plan must depict the location of construction equipment and how the noise from this equipment shall be mitigated during</p>	Community Development Department	The Project Applicant or its contractor shall submit a construction-related noise mitigation plan to the Community Development Department, and implement plan requirements during construction.	

TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
During construction for implementation of noise attenuation measures	<p>construction of the project, through the use of such methods as the following:</p> <ul style="list-style-type: none"> • Temporary noise attenuation fences. • Preferential location of equipment. • Use of current technology and noise suppression equipment. 		The Community Development Department shall periodically monitor compliance with the noise mitigation plan during construction.	
<p><u>Phases 1 through 4 with the Exception of the Music, Worship, and Theology Building and CU Center Addition</u></p> <p>Prior to the commencement of any blasting activities for submittal of blasting plan</p> <p>After blasting for vibration-caused damage survey and completion of repairs</p>	<p>MM 10-2</p> <p>Prior to the commencement of any blasting activities, the Project Applicant shall submit a blasting plan prepared by a qualified blasting specialist to the Orange County Fire Authority and City of Irvine Department of Building and Safety for review and approval. A blasting permit shall be obtained from OCFA. A copy of the approved blasting plan shall be submitted to the Community Development Department. The Project Applicant shall be responsible for all costs associated with the preparation and implementation of the blasting plan to the satisfaction of OCFA. The blasting plan shall be prepared in accordance with the U. S. Department of Interior, Office of Surface Mining Reclamation and Enforcement standards and shall include, but not be limited to the following:</p> <ol style="list-style-type: none"> a. Pre-blast survey of on- and off-site conditions and determination of structures that would be in the area subject to potential damage from blasting activities. b. The condition of any structures subject to potential damage shall be documented to provide a baseline for evaluating post-blast conditions. c. Site and location of planned blasting and hours of operation (blasting to be 	Community Development Department/OCFA	<p>The Project Applicant shall submit a blasting plan prepared by a qualified blasting specialist to OCFA and the City as identified.</p> <p>The Project Applicant shall conduct post-blast survey to identify vibration-caused damage and repair recommendations, and shall complete necessary repairs.</p> <p>The Community Development Department shall confirm necessary repairs are made.</p>	

**TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM**

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
	<p>conducted during the daylight hours only)</p> <p>d. Notification of blasting activities to all property owners within one-half mile of the blasting area, which may include (depending on location of blasting) private residents, and Orange County Parks, any other persons/agencies determined appropriate by OCFA. This notification shall describe expected period and frequency that the blasting shall occur and give a contact phone number for any questions or complaints. All complaints shall be responded to in a method deemed satisfactory to the City of Irvine Community Development Director.</p> <p>e. Types and amounts of explosives</p> <p>f. Warning system information. For example, pre-blast alarms shall be sounded. Immediately before blasting, the construction contractor shall sound a signal announcing the blast. Construction contractors shall follow the construction safety plan that will provide for these measures.</p> <p>g. Methods of transportation and handling of explosives</p> <p>h. Minimum acceptable weather conditions</p> <p>i. Procedures for handling, setting, wiring and firing explosives</p> <p>k. Procedures for clearing and controlling access to blast danger</p>			

TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
	<ul style="list-style-type: none"> j. Procedures for handling misfires and other unusual occurrences i. Emergency action plan m. Material safety data sheet for all explosives or other hazardous materials expected to be used. n. Compliance with local, state and federal laws o. Measures to assess, control, and monitor noise and ground vibration from blasting, including: <ul style="list-style-type: none"> • The project contractor shall use current state-of-the-art technology to keep blast-related vibration and air blast at off-site residential and other occupied structures as low as possible, consistent with blasting safety. In no instance shall blast vibration or air blast, measured on the ground adjacent to a residential or other occupied structure, be allowed to exceed the frequency dependent limits contained in the USOSM regulations. • The project contractor shall use a blasting seismograph to monitor and record air blast and vibration for blasts within 1,000 feet of residences and other occupied structures to verify that measured levels are within the recommended limits at those locations. If blasting is found to exceed specified levels, blasting shall cease, and alternative 			

**TABLE 1 (Continued)
 MITIGATION MONITORING AND REPORTING PROGRAM**

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
	<p>blasting or excavation methods that result in the specified levels not being exceeded shall be employed.</p> <ul style="list-style-type: none"> • Air blast and vibration monitoring shall take place at the nearest off-site residential or other occupied structure. If vibration levels are expected to be lower than those required to trigger the seismograph at that location, or if permission cannot be obtained to record at that location, recording shall be accomplished at some closer site in line with the structure. Specific locations and distances where air blast and vibration are measured shall be documented in detail along with measured air blast and vibration amplitudes. <p>p. At the conclusions of blasting activities, a post-blast survey shall be conducted to identify vibration-caused damage. In the unanticipated event of discovery of vibration-caused damage, necessary repairs shall be recommended. The Project Applicant shall be responsible for all repairs associated with vibration-caused damage.</p>			

TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
<p>Phases 1 through 4</p> <p>Prior to issuance of each grading permit for review of contractor specifications</p> <p>During construction for compliance verification</p>	<p>MM 10-3</p> <p>Prior to issuance of each grading permit, the Community Development Department shall confirm that the following requirement is included on the contract specifications and indicated as a note on the cover sheet of the grading plan. Compliance by the contractor shall be confirmed by the Building and Safety Department during construction.</p> <p>“Equipment to be used for demolition and grading that would occur within 200 feet of a residence or 100 feet of a non-residential building shall not include vibratory rollers, large bulldozers, or similar large or heavy equipment. Vibratory rollers operated in the static mode shall be allowed.”</p>	<p>Community Development Department</p>	<p>The Community Development Department shall confirm that the requirement in MM 10-3 is included on the contract specifications and indicated as a note on the cover sheet of the grading plan.</p> <p>Compliance by the contractor shall be confirmed by the Building and Safety Department on-site during construction.</p>	
5.11 POPULATION AND HOUSING				
There are no PPPs, PDFs or Mitigation Measures applicable to population and housing.				
5.12 PUBLIC SERVICES				
Existing Plans, Programs and Policies				
<p>Phases 1 through 4</p> <p>Prior to the issuance of the first building permit for each building</p>	<p>PPP 12-1</p> <p>Prior to the issuance of the first building permit, the Project Applicant shall comply with all applicable Orange County Fire Authority (OCFA) codes, ordinances, and standard conditions including but not limited to fire prevention and suppression measures, water improvement plans, fire hydrants, automatic fire extinguishing systems, fire access, access gates, combustible construction, water availability, and fire sprinkler systems. Compliance with this PPP shall be verified by the Chief Building Official.</p>	<p>Chief Building Official</p>	<p>The Project Applicant shall ensure that applicable OCFA requirements are included on the building plans.</p> <p>The Chief Building Official shall complete required inspections to ensure compliance with OCFA requirements.</p>	

**TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM**

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
<p>Phases 1 through 4 Prior to issuance of any grading permit</p>	<p>PPP 12-2 Prior to issuance of any grading permit, the Project Applicant shall enter into a Secured Fire Protection Agreement (SFPA) with the OCFA. The SFPA shall cover all future development under the Campus Master Build-Out Plan Update (Phases 1 through 4). A copy of the executed SFPA shall be provided to the Community Development Director.</p>	<p>Community Development Department</p>	<p>The Project Applicant shall provide a copy of the executed SFPA to the Community Development Department.</p>	
<p>Phases 1 through 4 Prior to the issuance of the first building permit</p>	<p>PPP 12-3 Prior to the issuance of the first building permit, a Construction Site Security Plan, per the Irvine Uniform Security Code, Section 5-9-521, shall be approved by the Chief of Police. Said plan shall be incorporated into the plan set approved for building permits. <i>(City of Irvine Standard Condition 3.20)</i></p>	<p>Community Development Department</p>	<p>The Project Applicant shall provide a Construction Site Security Plan to the Police Department, and ensure that requirements are incorporated into the plan set for building permits. The Community Development Department shall confirm requirements are included in the plan set.</p>	
<p>Phases 1 through 4 Prior to the issuance of building permits</p>	<p>PPP 12-4 Prior to the issuance of building permits, the applicant shall demonstrate they have met the Irvine Uniform Security Code requirements for lighting by providing the below listed items for a complete review by the Police Department. Failure to provide a complete lighting package will result in the delay of satisfaction of this condition. <i>(City of Irvine Standard Condition 3.6)</i></p> <p>a. Electrical plan showing light fixture locations, type of light fixture, height of light fixture, and point-by-point photometric lighting analysis overlaid on the landscape plan with a tree legend. The photometric plan should only show those fixtures used to meet</p>	<p>Community Development Department</p>	<p>The Project Applicant shall demonstrate it has met the Irvine Uniform Security Code requirements for lighting by providing the items listed in PPP 12-4 for a complete review by the Police Department. The Community Development Department shall confirm these requirements have been completed.</p>	

**TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM**

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
	<p>the Irvine Uniform Security Code requirements.</p> <p>b. Corresponding fixture cut-sheets (specifications) of those lights used to meet the Irvine Uniform Security Code.</p> <p>c. Site plan demonstrating that landscaping shall not be planted so as to obscure required light levels.</p> <p>d. Site plans that are full-scale and legible.</p>			
5.13 TRANSPORTATION AND TRAFFIC				
<i>Existing Plans, Programs, and Policies</i>				
<p>Phases 1 through 4</p> <p>Prior to the issuance of the first building permit</p>	<p>PPP 13-1</p> <p>Prior to the issuance of the first building permit, the Project Applicant shall submit and have approved by the Chief of Police an Emergency Access Plan, which identifies and locates all Knox Boxes, Knox key switches, and Click2Enter radio access control receivers. This plan shall be incorporated into the plan set approved for building permits (City of Irvine Standard Condition 3.17).</p>	<p>Community Development Department</p>	<p>The Project Applicant shall submit an Emergency Access Plan, and incorporate the requirements into the plan set approved for building permits.</p> <p>The Community Development Department shall confirm requirements are included in the plan set.</p>	
<p>Phases 1 through 4</p> <p>Prior to authorization to use, occupy, and/or operate</p>	<p>PPP 13-2</p> <p>Prior to authorization to use, occupy, and/or operate, the Project Applicant shall arrange for and have passed an inspection, to be performed by the Police Department and the Orange County Fire Authority, to ensure compliance with the Emergency Access Plan requirements. The inspector shall verify test acceptance and locations of all Knox boxes and key switches as depicted on the approved plan (City of Irvine Standard Condition 4.9).</p>	<p>Community Development Department</p>	<p>The Project Applicant shall arrange for and have passed an inspection, to be performed by the Police Department and the OCFA, to ensure compliance with the Emergency Access Plan requirements.</p> <p>The Community Development Department shall confirm the inspection results.</p>	

**TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM**

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
<p>Phases 1 through 4</p> <p>Prior to issuance of any grading permits for submittal of Traffic Routing Plan and inclusion on the grading and building plans</p> <p>Ongoing monitoring of compliance during construction</p>	<p>PPP 13-3</p> <p>As required by Special Development Requirement (SDR) 3 included in Section 9-21-7.B of the Zoning Ordinance (originally SDR 9), Special Development Requirements for Concordia University (Christ College Irvine) General Plan Amendment 4237-GA and Zone Change 5232-ZC, prior to issuance of any grading permits, the Project Applicant shall submit for review and approval by the Chief Building Official a construction traffic routing plan that routes construction traffic away from residential areas. The routing plan shall be shown as a map on the grading and building plans and shall specify that construction traffic is to be routed to Ridgeline Drive, to University Avenue, and directly to the Interstate 405 freeway.</p>	<p>Chief Building Official</p>	<p>The Project Applicant shall submit a Construction Traffic Routing Plan and shall include this on grading and building plans.</p> <p>The Community Development Department shall periodically monitor compliance with this Plan during construction.</p>	
Project Design Features				
<p>Phase 1</p> <p>Prior to authorization to use, occupy, and/or operate</p>	<p>PDF 13-1</p> <p>Prior to authorization to use, occupy, and/or operate any new institutional development or square footage on campus, the Project Applicant shall demonstrate to the satisfaction of the Director of Community Development that the following internal circulation improvements have been implemented:</p> <ul style="list-style-type: none"> • Concordia East Roadway. To improve traffic and parking management along Concordia East, the following improvements would be implemented, as conceptually shown on Exhibit 3-8a. <ul style="list-style-type: none"> ○ Add a stop-controlled intersection at Ascension/Concordia East with uncontrolled flow for inbound 	<p>Community Development Department</p>	<p>The Project Applicant shall install internal circulation improvements listed in PDF 13-1.</p> <p>The Community Development Department shall conduct a site review to ensure the improvements have been implemented.</p>	

**TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM**

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
	<p>traffic, and a dedicated westbound left turn lane.</p> <ul style="list-style-type: none"> ○ Relocate the Parking Lot E entrance to align with Dorm Road (4-way stop controlled intersection). ○ Add a dedicated westbound left turn lane at Dorm Road/Concordia East and eastbound left turn lane into the Parking Lot E. ○ Relocate the driveway for the District Office from Concordia East to Dorm Road. ○ Maintain and/or realign the public bicycle/pedestrian pathway (minimum 11-foot width) along the south side of Concordia East and west side of Dorm Road. <ul style="list-style-type: none"> ● Concordia West Roadway <ul style="list-style-type: none"> ○ Modify the Parking Lot A entry/exit to accommodate the expanded parking lot. 			
<p>Phase 1 Prior to Certificates of Use and Occupancy for the Music, Worship and Theology building</p>	<p>PDF 13-2 Prior to the issuance of Certificates of Use and Occupancy for the Music, Worship and Theology building, the applicant shall enter into an agreement with the City and post security in a form and in an amount acceptable to the City Engineer guaranteeing construction of a traffic signal at Concordia East and Ridgeline Drive. Timing of construction of the signal and actual construction will be determined based upon a review of necessity by the Transportation Commission. If a signal is determined not to be needed, the agreement will terminate and the security will be released.</p>	<p>Community Development Department</p>	<p>The Project Applicant shall enter into an agreement with the City and post security in a form and in an amount acceptable to the City Engineer guaranteeing construction of a traffic signal.</p>	

TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
<p>Phases 1 through 4 During operations</p>	<p>PDF 13-3 During operation of the Concordia University Main Campus, the Project Applicant shall continue to implement and refine the Concordia University Irvine Traffic and Parking Management Plan that outlines the traffic and parking regulations on campus and requires preparation of an Event Action Plan to regulate and facilitate traffic flow and parking during each scheduled special events. The Department of Campus Safety enforces the regulations and provisions in the Traffic and Parking Management Plan and Event Action Plans.</p>	<p>Community Development Department</p>	<p>The Project Applicant shall continue to implement and refine the Concordia University Irvine Traffic and Parking Management Plan. The Department of Campus Safety shall continue to enforce the Traffic and Parking Management Plan. The Community Development Department shall ensure compliance with the Traffic and Parking Management Plan requirements through periodic site inspections.</p>	
<p>Phases 1 through 4 Prior to the issuance of grading and building permits for inclusion of trail on plans Ongoing provision of trail in perpetuity</p>	<p>PDF 13-4 Prior to the issuance of grading permits and building permits, the Project Applicant shall demonstrate to the satisfaction of the Director of Community Development that the minimum 11-foot wide bicycle/pedestrian trail is maintained during construction and operation of the Concordia University Main Campus. The Project Applicant shall maintain the public bicycle/pedestrian trail that extends through the campus (connecting Turtle Rock Vistas development to Ridgeline) in its current location, or realigned as necessary to accommodate all construction activities and/or final trail alignment with campus build-out implementation.</p>	<p>Community Development Department</p>	<p>The Project Applicant shall include the bicycle/pedestrian trail on all plan sets. The Community Development Department shall conduct periodic site visits to ensure the trail is maintained during construction and ongoing campus operations.</p>	

**TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM**

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
<i>Mitigation Measures</i>				
<p>Phase 1</p> <p>Because the intersection improvement project has been approved, prior to issuance of the first building permit the fee shall be paid</p>	<p>MM 13-1</p> <p>Prior to issuance of the first building permit for institutional uses in Phase 1, and if the University Drive and Ridgeline Drive/Rosa Drew Lane Improvement Project has been approved by the City of Irvine, the Project Applicant shall pay its fair share toward this improvement project (0.76 percent as presented in the TIA included in Appendix J). If this improvement project has not been approved at the time of issuance of the first building permit, prior to issuance of an occupancy permit, the Project Applicant shall extend the westbound turn lane at the Ridgeline Drive/University intersection by 25 feet per lane. Compliance with the applicable mitigation requirement shall be confirmed by the Community Development Department.</p>	<p>Community Development Department</p>	<p>The Project Applicant shall pay its fair share toward this improvement project (0.76 percent as presented in the TIA included in Appendix J), which has been approved by the City.</p> <p>The Community Development Department shall confirm payment of the required fee.</p>	
<p>Phase 1</p> <p>Prior to authorization to use, occupy, and/or operate</p>	<p>MM 13-2</p> <p>Prior to authorization to use, occupy, and/or operate for any institutional uses in Phase 1, the Project Applicant shall lengthen the southbound left-turn lane at the Turtle Rock Drive/Concordia West roadway intersection from 110 feet to 140 feet (an addition of 30 feet) to meet Transportation Design Procedure (TDP)-1 design criteria. The design and implementation of this mitigation improvement shall be to the satisfaction of the Director of Community Development Department.</p>	<p>Community Development Department</p>	<p>The Project Applicant shall implement the required improvement at the Turtle Rock Drive/Concordia West roadway intersection.</p> <p>The Community Development Department shall conduct a site visit to confirm the improvement has been implemented, as required.</p>	
<p>Phases 3 and 4</p> <p>Prior to issuance of a building permit for additional institutional square footage in Phases 3 and 4</p>	<p>MM 13-3</p> <p>Prior to issuance of a building permit for additional institutional square footage in Phases 3 and 4, if a second northbound right-turn lane at Ridgeline Drive/University Drive intersection is not being implemented by others, the Project Applicant shall install</p>	<p>Community Development Department</p>	<p>If the required improvement is not being implemented by others, the Project Applicant shall implement this improvement or demonstrate in a subsequent traffic analysis to the satisfaction of the Director of</p>	

TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
	<p>this improvement or demonstrate in a subsequent traffic analysis to the satisfaction of the Director of Community Development that the improvement is no longer needed. If it is demonstrated that the improvement has been or is being implemented by others prior to issuance of a building permit for additional institutional square footage in Phases 3 and 4, the Project Applicant shall pay its fair-share toward implementation of this improvement (2.7 percent as presented in the TIA included in Appendix J).</p>		<p>Community Development that the improvement is no longer needed.</p> <p>If it is demonstrated that the improvement has been or is being implemented by others prior to issuance of a building permit for additional institutional square footage in Phases 3 and 4, the Project Applicant shall pay its fair-share toward implementation of this improvement.</p> <p>The Community Development Department shall confirm compliance with the applicable requirement.</p>	
<p>Phases 3 and 4</p> <p>Prior to issuance of a building permit for additional institutional square footage in Phases 3 and 4</p>	<p>MM 13-4</p> <p>Prior to issuance of a building permit for additional institutional square footage in Phases 3 and 4, the Project Applicant shall implement a third eastbound through lane on University between Ridgeline and Michelson, or demonstrate in a subsequent traffic analysis to the satisfaction of the Director of Community Development that the improvement is no longer needed. However, if the improvement has been identified or implemented as part of a short-term interim-year condition by others, the Project Applicant shall pay its fair-share contribution toward implementation of this improvement (1.01 percent as presented in the TIA included in Appendix J).</p>	<p>Community Development Department</p>	<p>If the required improvement is not being implemented by others, the Project Applicant shall implement this improvement or demonstrate in a subsequent traffic analysis to the satisfaction of the Director of Community Development that the improvement is no longer needed.</p> <p>If it is demonstrated that the improvement has been or is being implemented by others prior to issuance of a building permit for additional institutional square footage in Phases 3 and 4, the Project Applicant shall pay its fair-share toward implementation of this improvement.</p> <p>The Community Development Department shall confirm compliance with the applicable requirement.</p>	

**TABLE 1 (Continued)
MITIGATION MONITORING AND REPORTING PROGRAM**

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
<p>Phases 1 through 4</p> <p>Prior to the issuance of each grading permit or demolition permit, whichever occurs first for submittal of a Traffic Control Plan</p> <p>Ongoing monitoring of compliance during construction</p>	<p>MM 13-5</p> <p>Prior to the issuance of each grading permit or demolition permit, whichever occurs first, for each individual development project, the Project Applicant shall submit a Traffic Control Plan to the Building and Safety Department for review and approval. The Traffic Control Plan shall provide for temporary traffic control during construction activities for the project. To reduce traffic congestion, the Traffic Control Plan shall include, as necessary, appropriate, and practicable, the following: (1) temporary traffic controls (e.g., a flag person) during all phases of construction to maintain smooth traffic flow; (2) a requirement for at least one unobstructed lane to be maintained in both directions on roadways internal to campus and off-campus roadways subject to construction activity; (3) a requirement to maintain emergency access at all times; (4) scheduling of construction activities that affect traffic flow on the arterial system to off-peak hours; (5) consolidation of truck deliveries; and (6) incorporation of the truck routing plan required by Plan, Policy, and Program (PPP) 13-3. Compliance with the Traffic Control Plan shall be verified by the Building and Safety Department during construction.</p>	<p>Building and Safety Department</p>	<p>The Project Applicant shall submit a Traffic Control Plan to the Building and Safety Department for review and approval.</p> <p>The Building and Safety Department shall periodically monitor compliance with this Plan during construction.</p>	

**TABLE 1 (Continued)
 MITIGATION MONITORING AND REPORTING PROGRAM**

TIMING FOR PPP, PDF, OR MITIGATION MEASURE	PLANS, PROGRAMS, AND POLICIES (PPPs), PROJECT DESIGN FEATURES (PDFs), AND MITIGATION MEASURES	RESPONSIBLE FOR MONITORING	METHOD OF IMPLEMENTATION	COMPLETION DATE
5.14 UTILITIES AND SERVICE SYSTEMS				
<p>Phases 3 and 4</p> <p>Prior to issuance of the first grading permit</p>	<p>MM 14-1</p> <p>Prior to issuance of the first grading permit for development of proposed buildings in Phases 3 and 4, the Project Applicant shall provide written evidence to the satisfaction of the Director of Community Development Department indicating that the Irvine Ranch Water District has determined there is sufficient transmission capacity to accept sewage flows from future campus development, particularly the new 74-unit dormitory building.</p>	<p>Community Development Department</p>	<p>The Project Applicant shall provide written evidence to the satisfaction of the Director of Community Development Department indicating that the Irvine Ranch Water District has determined there is sufficient transmission capacity to accept sewage flows from future campus development, particularly the new 74-unit dormitory building.</p>	

EXHIBIT D
of Attachment 1

[Tables Summarizing Relationships Between MOU, Conditions of Approval to CUP
Modification, and MMRP]

Summary of MOU Provisions Clarifying, Amplifying and Supplementing Conditions of Approval and MMRP For Concordia University’s Campus Master Build-Out Plan Update

The Memorandum of Understanding between the City of Irvine and Concordia University (which was approved by the City of Irvine’s City Council on May 9, 2017) (the “MOU”) clarified, amplified, and supplemented certain:

1. Conditions approved by the City of Irvine’s Planning Commission on March 16, 2017 through the adoption of Planning Commission Resolution 17-3598 relating to Conditional Use Permit Modification 00612052-PCPU (“Conditions”) (Exhibit B to the MOU); and
2. Provisions of the Mitigation Monitoring and Reporting Program for Concordia University’s Campus Master Build-Out Plan Update adopted by the City of Irvine’s City Council on April 25, 2017 through the approval of Exhibit B to City Council Resolution No. 17-29 (“MMRP Provisions”) (Exhibit C to the MOU).

For reference purposes only, the tables below summarize the relationships between the Conditions, MMRP Provisions and MOU provisions. To the extent the summary in these tables differs from the approval documents (*i.e.*, Planning Commission Resolution 17-3598, Exhibit B to City Council Resolution No. 17-29, and the MOU), the approval documents shall prevail.

Overview	Conditions	MMRP Provisions	MOU Provisions
Construction Staging & Management Plans	2.33	not applicable	§ 2.F
Minor/Major Modifications	2.34	PPP 1-3	§ 2.A
Athletic Field Lighting System Installation & Operations	3.33	PDF 1-2	§ 2.E
Athletic Field Lighting Compliance	3.34	MM 1-2	§ 2.E
Traffic Signal Installation	4.17	PDF 13-2	§ 2.D
Vehicle Trip Cap and Monitoring	6.21	MM 9-1	§ 2.B, § 2.C
Non-University Events Limit and Reporting	6.24	not applicable	§ 2.B
Special Events Reporting	6.25	not applicable	§ 2.B
Athletic Field Lighting	6.26	not applicable	§ 2.E

Conditions, MMRP Provisions and MOU Provisions:

Construction Staging & Management Plans

Condition 2.33

Prior to the issuance of grading permits for each building, a construction management plan, detailing items including but not limited to access routes; haul routes; staging areas; temporary parking for students, faculty/staff, construction/temporary workers; and clean-up requirements including any public and private roadways, shall be submitted to the Director of Community Development. The plans shall be reviewed and approved by Community Development, Public Safety, Public Works and Orange County Fire Authority. A copy of the approved phased construction staging and management plans shall be retained by the Community Development Department and made available for public viewing.

MOU § 2.F

Concordia understands, agrees, and covenants that, prior to issuance of each grading permits for Phases 1 and 2 of the Campus Master Build-Out Plan, it will provide written notice to, meet with, and seek input from the Board of Directors of the Concordia East Community Association and the Concordia West Community Association, and Concordia will provide written notice to and seek input from the “Villages of Turtle Rock” group on the construction management plans required by Condition 2.33 to Planning Commission Resolution 17-3598.

The covenants set forth in this Section 2.F are intended to clarify, amplify, and supplement Condition 2.33 to Planning Commission Resolution 17-3598.

Minor/Major Modifications

Condition 2.34 & PPP 1-3

Prior to approval of any modification application and/or issuance of grading and/or building permits for future buildings on campus, the Community Development Department shall review any proposed revisions, if applicable, to Conditional Use Permit modification 00612052-PCPU pursuant to Zoning Ordinance Chapter 2-19, Minor/Major Modification Procedure. Future buildings shall also comply with the University’s Narrative of Proposed Architectural Styles, included in Appendix C of the Draft Environmental Impact Report (EIR).

MOU § 2.A

The City’s approval of its Campus Master Build-Out Plan (as updated by the City’s approval of the Project and any subsequent discretionary approvals) is a phased approval consisting of four phases, each of which is described in Section 3.4 of the Draft EIR for the Project. Concordia understands, agrees, and covenants that no permits shall be issued and no construction of any

Conditions, MMRP Provisions and MOU Provisions:

improvements shall be permitted for any portion of Project Phases 3 and 4 unless and until Concordia obtains further discretionary approval(s) from the City (such as a subsequent modification to CUP Modification 00612052-PCPU pursuant to Chapter 2-19 of the Irvine Zoning Ordinance). Concordia further understands, agrees, and covenants that additional public review (including, without limitation, any review required by the California Environmental Quality Act) shall be required for any discretionary approval related to any portion of Phases 3 or 4, and that any discretionary approval for any portion of Phases 3 or 4 shall, at a minimum, require a duly noticed public hearing before the City's Planning Commission.

The covenants set forth in this Section 2.A are intended to clarify, amplify, and supplement Condition 2.34 to Planning Commission Resolution 17-3598 (Ex. B) and Plan, Program, and Policy (PPP) Number 1-3 to the MMRP (Ex. C).

Athletic Field Lighting System Installation & Operations

Condition 3.33 & PDF 1-2

Prior to approval of building permits for installation of athletic facility lighting, the Project Applicant shall submit for review and approval by the Director of Community Development lighting plans for existing and proposed athletic facilities, demonstrating compliance with requirements outlined in the City of Irvine Parks and Public Facilities Standards Manual. A third-party lighting consultant may be retained at the discretion of the Director of Community Development to review the athletic field lighting plans. The Project Applicant shall be responsible for all costs associated with the review by the City-hired third-party lighting consultant. A copy of this submittal shall be provided to the Concordia East Community Association's Board of Directors concurrently with the submission of the same to the City.

As shown on Exhibit 3 24, Conceptual Athletic Field Lighting Plan, in Section 3.0, Project Description, of the Draft EIR, the proposed project would involve installation of athletic field lighting at each of the existing athletic fields (soccer/track, softball, baseball, and practice), at the two proposed sand volleyball courts and on the proposed tennis court deck (four courts out of six). With the exception of tennis courts and practice field, the lighting shall comply with lighting requirements established by the National Collegiate Athletic Association (NCAA) for intercollegiate play (no broadcast) as shown in Appendix C, NCAA Best Lighting Practices, of the Draft EIR, or as modified by the NCAA in the future.

The lighting system and associated operation of the lighting system include the following features which serve to reduce potential impacts:

- Installation of light emitting diode (LED) light fixtures or other

Conditions, MMRP Provisions and MOU Provisions:

industry approved best available technology and not metal halide.

- Lighting shall only be installed on the four tennis courts in the eastern portions of the tennis court deck (closest to the baseball field), and shall be designed to accommodate nighttime play for recreation and practice.
- Tennis court lighting shall not exceed an average light level of 50 footcandles and shall not be designed to comply with NCAA requirements.
- Practice field lighting shall not exceed an average light level of 30 footcandles and shall not be designed to comply with NCAA requirements.
- Reflectors for the light fixtures that direct the light onto the field, reducing sky glow and spill light onto neighboring properties, and a visor assembly that works in conjunction with the reflector to provide more light control and reduce glare on and off the field.
- A remote scheduling, monitoring and data management system that allows the University to schedule, report, and track usage of athletic field lighting, including by special user groups.
- A multi-watt dimming control system that operates by adjusting the total electrical consumption of the driver allowing for different light levels for intercollegiate play (i.e., high mode - 100 percent power), practices (i.e., medium mode- 50 percent power), and clean-up activities (i.e., low mode- 15 percent power) that can be operated through on-site and remote control links.
- A lighting curfew of 9:00 PM to limit nighttime operational hours for all field use. All events shall be scheduled to conclude before the curfew and the automated lighting system shall be designed to and shall turn off athletic field lights no later than 9:00 PM each day. If scheduled events are concluded before 9:00 PM, the lights shall be turned off at the earliest time possible.

MOU § 2.E

Notwithstanding Condition 3.33 to Planning Commission Resolution 17-3598, Table 3-5 of the Draft EIR for the Project (“Athletic Field Lighting”), Exhibit 3-24 to the Draft EIR for the Project (“Conceptual Athletic Field Lighting Plan”), or any other approved planning document that addresses athletic field lighting on the Property, Concordia understands, agrees, and covenants that, until, at the earliest, such time as it obtains approvals to proceed with Phase 3 of the Campus Master Build-Out Plan (as updated by the City’s approval of the Project and any subsequent discretionary approval), the number of athletic field lighting poles shall not exceed fifteen (15) permanent athletic field light poles on the entire Property, and no temporary lighting apparatus may be used to illuminate any athletic facility for athletic

Conditions, MMRP Provisions and MOU Provisions:

purposes once the permanent athletic field light poles are in place and operational.

The Parties further understand, agree, and covenant that, except as set forth above in this Section 2.E, this MOU does not change any requirement for athletic field lighting set forth in Conditions 3.33, 3.34 and 6.26 to Planning Commission Resolution 17-3598, Table 3-5 of the Draft EIR for the Project (“Athletic Field Lighting”), Exhibit 3-24 to the Draft EIR for the Project (“Conceptual Athletic Field Lighting Plan”), Attachment B of the Final EIR (“Expanded Lighting Analysis”), or any other approved planning document, including without limitation, maximum pole heights, luminaire type, mounting height, and LED fixture quantity. Concordia understands, agrees and covenants that the locations and construction of the fifteen (15) permanent athletic field light poles must be consistent with the locations, maximum pole heights, luminaire type, mounting height, LED fixture quantity, light spillage, and total kW loads for each field, as analyzed in the lighting studies for the EIR for the Project and as reflected in the Expanded Lighting Analysis (Attachment B to the Final EIR). Concordia further understands, agrees and covenants that the amount and locations of any additional light poles beyond the fifteen (15) permanent athletic field light poles discussed in this Section 2.E shall require discretionary approval of the City’s Planning Commission and will conform to or not exceed the amount (thirty three (33) total light poles inclusive of the fifteen (15) light poles discussed in this Section 2.E), physical characteristics (i.e., maximum pole heights, luminaire type, mounting height, LED fixture quantity), and locations set forth in Table 3-5 of the Draft EIR for the Project (“Athletic Field Lighting”), Exhibit 3-24 to the Draft EIR for the Project (“Conceptual Athletic Field Lighting Plan”), and Attachment B of the Final EIR (“Expanded Lighting Analysis”).

The covenants set forth in this Section 2.E are intended to clarify, amplify, and supplement Conditions 3.33, 3.34 and 6.26 to Planning Commission Resolution 17-3598 (Ex. B) and Project Design Feature (PDF) 1-2 and Mitigation Measure (MM) 1-2 to the MMRP (Ex. C).

Athletic Field Lighting Compliance

Condition 3.34 & MM 1-2

During installation of the lighting system, and prior to operation of the athletic facility lighting, the University shall retain a registered Lighting Engineer or lighting professional with certification that indicates proficiency in outdoor lighting design to provide on-site verification that lighting installation conforms to submitted plans (i.e., number of poles and fixtures, mounting heights, spill light footcandles, and glare candela or candlepower) and is in compliance with applicable criteria established in the City’s Parks and Park Facilities Standards. Written verification of compliance shall be

Conditions, MMRP Provisions and MOU Provisions:	
	<p>provided to the Community Development Department prior to approval of use of the athletic field lighting. A copy of this submittal shall be provided to the Concordia East Community Association's Board of Directors concurrently with the submission of the same to the City. The City may request written verification by a registered Lighting Engineer of the lighting operations on the campus at any time to ensure continued compliance and/or address any community concerns.</p> <p>MOU § 2.E – See above</p>
Athletic Field Lighting	<p>Condition 6.26</p> <p>Concordia University shall not light athletic fields listed below when they are not in use. All lighting shall be turned off by 9 p.m. each day (consistent with PDF 1-2).</p> <ul style="list-style-type: none"> a. Soccer field and Track (existing) b. Softball field (existing) c. Baseball field (existing) d. Practice field (existing) e. Two sand volleyball courts (proposed) f. Tennis court deck – four out of six courts are lighted (proposed) <p>MOU § 2.E – See above</p>
Traffic Signal Installation	<p>Condition 4.17 & PDF 13-2</p> <p>Prior to the issuance of Certificates of Use and Occupancy for the Music, Worship and Theology building, the applicant shall enter into an agreement with the City and post security in a form and in an amount acceptable to the City Engineer guaranteeing construction of a traffic signal at Concordia East and Ridgeline Drive. Timing of construction of the signal and actual construction will be determined based upon a review of necessity by the Transportation Commission. If a signal is determined not to be needed, the agreement will terminate and the security will be released.</p> <p>MOU § 2.D</p> <p>Notwithstanding Condition 4.17 to Planning Commission Resolution 17-3598, Concordia understands, agrees, and covenants that, if the City determines a traffic signal is not needed at the intersection of Concordia East</p>

Conditions, MMRP Provisions and MOU Provisions:

and Ridgeline Drive, the City may use the financial security Concordia provided for that proposed signal to pay for different unfunded traffic improvements in the immediate area of the Property. The Parties understand, agree, and covenant that the specific location and traffic improvement(s) to be constructed with the use of such funds shall be based upon the determination and/or recommendation of the Transportation Commission for the City of Irvine.

The covenants set forth in this Section 2.D are intended to clarify, amplify, and supplement Condition 4.17 to Planning Commission Resolution 17-3598 (Ex. B) and Project Design Feature (PDF) Number 13-2 to the MMRP (Ex. C).

Vehicle Trip Cap and Monitoring

Condition 6.21 & MM 9-1

Incremental Daily Trip Cap

The maximum daily trip cap shall be determined by the actual existing square footage (i.e., buildings with temporary or final certificate of occupancy) on the campus on the starting date of the vehicle trip count provided, however, that 4,732 maximum daily trips shall be the initial maximum daily trip cap until Concordia adds any additional institutional building square footage beyond the existing 243,571 square feet, at which time the below maximum Daily Trip Cap (“Daily Trip Cap”) will exclusively apply and govern provided the Daily Trip Cap calculation yields no less than 4,732 maximum daily trips. As building square footage is allowed to be occupied and compliance with the trip cap is verified, the trip cap will increase incrementally for the campus. Vehicle trips generated by the Concordia University campus shall be calculated as follows:

$$\text{Daily Trip Cap} = 17.12 \text{ trips} \times \text{existing institutional square footage} / 1,000 \text{ SF}$$

(note: institutional square footage excludes dormitory unit square footage)

Maximum Daily Trip Cap

If Daily Trip Cap compliance is successfully and continuously demonstrated with the occupancy of each new or expanded building, the daily trip generation shall not exceed 5,500 daily trips at full-campus build-out (i.e., 321,220 square feet of institutional uses and 330 dormitory units).

Vehicle Trip Counts

Concordia and all its successors shall conduct a count of vehicles entering and exiting the campus two times annually. The first count of vehicles shall be taken during the month of October on three successive days (Tuesday,

Conditions, MMRP Provisions and MOU Provisions:

Wednesday and Thursday). The second count of vehicles shall be taken on a weekend day (Friday or Saturday) in the Spring when a special event or special events with the largest attendance and largest vehicle trip generation is/are anticipated. The proposed dates of each count shall be reviewed and approved by City staff a minimum of 30 days in advance of commencing any actual counts.

This “cordon count” shall be conducted via a mixture of electronic and mechanical means (e.g., magnetic road loops, video and/or rubber hose counting systems). All trips entering and exiting the campus, including those associated with pass-through traffic (e.g., community HOA vehicles traversing the campus to travel from one location to another), shall be recorded. Furthermore, counts from all residential neighborhood streets (i.e., Ascension for Concordia East and Daystar, Faith and Joy for Concordia West) shall be deducted from the overall gate volumes.

Vehicle Trip Monitoring Reports

Concordia University shall submit to the Community Development Director (and provide copies directly to the Board of Directors of the Concordia East and West Community Associations) two comprehensive trip monitoring reports summarizing the completed counts of vehicles entering and exiting the campus (“Vehicle Trip Monitoring Report”). The Vehicle Trip Monitoring Reports for the October and Spring counts shall be submitted no later than 30 calendar days after completion of each count and, in the case of the City, submitted as a Pre-Application case type.

Actual count data for each day shall be included in the Vehicle Trip Monitoring Report. The highest 24-hour count for each collection period (October and Spring) shall be used in determining compliance with the Daily Trip Cap, and daily counts shall not be averaged between the count days for that year. Each Vehicle Trip Monitoring Report shall include a summary description of all events and activities occurring on campus each day that traffic counts were taken. At the discretion of the Director of Community Development, additional traffic counts and reports beyond the October and Spring Vehicle Trip Monitoring Reports may be required, if deemed necessary.

Non-Compliance

Should any October or Spring Vehicle Trip Monitoring Report or specially requested report submitted to the City evidence noncompliance with the applicable maximum trip count limitation, within 30 calendar days of the Director of Community Development’s receipt of the Vehicle Trip Monitoring Report, University representatives shall meet with the Director of

Conditions, MMRP Provisions and MOU Provisions:

Community Development and Concordia East and West Community Associations' Board of Directors, if interested, to review actions including but not limited to reducing on-campus activities and implementing transportation demand management measures (e.g., carpooling, use of alternative modes of transportation, parking management) that shall be immediately taken to comply with the trip count limitations.

Additionally, prior to issuance of all grading/building permit and approval of all development applications for uses within the campus, the applicant shall demonstrate to the satisfaction of the Director of Community Development that the projected total daily traffic from the site will not exceed 4,732 daily trips or 17.12 daily trips per thousand square feet of existing and/or proposed institutional square footage (whichever is greater). In the event of non-compliance with the applicable trip cap, the applicant shall be prohibited from further implementing the campus build-out plan regardless of the (approved) status of such permit(s) and/or development plan(s) until compliance with the trip cap is demonstrated.

Additional Requirements

Additionally, where the applicant is required to submit a traffic analysis by any federal, state, or local law or policy, including but not limited to the City Traffic Impact Analysis Guidelines and/or California Environmental Quality Act, the applicant shall submit such traffic analysis in addition to the above requirements.

Finally, see Condition of Approval 6.25 regarding Special Events and Condition of Approval 6.24 regarding Non-University Events for details on additional reporting requirements for those activities.

MOU § 2.B

On-road traffic counts that the City conducted in October of 2014 indicate that, prior to the City's approval of the Project, Concordia's use of the Property generated a two-way volume of up to 4,732 vehicle trips per day. Concordia understands, agrees, and covenants that, until such time as it obtains approvals to proceed with Phase 3 of the Campus Master Build-Out Plan (as updated by the City's approval of the Project, and any subsequent discretionary approval), the maximum Daily Trip Cap (as that term is defined in Condition 6.21 to Planning Commission Resolution 17-3598) shall not exceed 4,732 trips per day, regardless of the amount of actual existing institutional square footage on the campus. Concordia understands, agrees, and covenants that, notwithstanding Condition 6.21 to Planning Commission Resolution 17-3598, increasing the actual existing square footage on the campus during Phases 1 and 2 beyond pre-Project conditions (of

Conditions, MMRP Provisions and MOU Provisions:

approximately 243,571 square feet) shall not increase the maximum Daily Trip Cap.

The intent of this covenant is to ensure “net zero” additional vehicle trips until, at the earliest, Concordia obtains approvals to proceed with Phase 3 of the Campus Master Build-Out Plan (as updated by the City’s approval of the Project and any subsequent discretionary approval), which may coincide with completion of certain City-approved intersection improvements at University Drive and Ridgeline Drive/Rosa Drew Lane.

Concordia further understands, agrees, and covenants that failure to comply with the maximum Daily Trip Cap of 4,732 trips per day until, at the earliest, Concordia obtains approvals to proceed with Phase 3 of the Campus Master Build-Out Plan (as updated by the City’s approval of the Project and any subsequent discretionary approval), entitles the City to utilize any or all of the enforcement mechanisms set forth in State, Federal or local law (including, without limitation, the City’s Municipal Code and Zoning Ordinance), and in Condition 6.21 to Planning Commission Resolution 17-3598, including without limitation, requiring Concordia to reduce on-campus activities and/or implement transportation demand management measures (such as carpooling, use of alternative modes of transportation, and parking management) to ensure immediate compliance with trip cap limitations, and requiring Concordia to demonstrate compliance with trip cap limitations prior to obtaining development approvals (including without limitation grading and building permits) for uses within the campus.

The covenants set forth in this Section 2.B are intended to clarify, amplify, and supplement Conditions 6.21, 6.24 and 6.25 to Planning Commission Resolution 17-3598 (Ex. B) and Mitigation Measure (MM) Number 9-1 to the MMRP (Ex. C). The Parties further understand, agree, and covenant that, except as set forth above in this Section 2.B, this MOU does not change any requirement for “vehicle trip cap and monitoring” set forth in Condition 6.21 or Mitigation Measure Number 9-1, including, without limitation, the requirement that daily trip generation shall not exceed 5,500 daily trips at full campus build-out (i.e., 321,220 square feet of institutional uses and 330 dormitory units) for any approval Concordia may obtain for Phases 3 and/or 4 of the Campus Master Build-Out Plan (as updated by the City’s approval of the Project and any subsequent discretionary approval).

MOU § 2.C

Notwithstanding Condition 6.21 to Planning Commission Resolution 17-3598, the City and Concordia understand, agree, and covenant that the City shall conduct the biannual vehicle trip counts required by Condition 6.21, subject to the timing requirements set forth in Condition 6.21, using City

Conditions, MMRP Provisions and MOU Provisions:

personnel or an independent qualified entity selected and approved by the City. Concordia understands, agrees, and covenants that Concordia shall be responsible for reimbursing the City for the actual and necessary costs of the traffic counts within thirty (30) days of receiving a request for reimbursement. The Parties further understand, agree, and covenant that the City may conduct these traffic counts on dates the City unilaterally selects without prior notice to Concordia, provided those dates are during the month of October on three successive days (Tuesday, Wednesday and Thursday), and on a weekend day (Friday or Saturday) in the Spring when a special event or special events with the largest attendance and largest vehicle trip generation is/are anticipated. Upon request, Concordia shall provide the City with a list of upcoming University and Non-University special events to occur on campus, which includes the date(s), a description, anticipated attendance, and anticipated vehicle trip generation for each identified special event.

The Parties further understand, agree, and covenant that, if the City either notifies Concordia that the City will not conduct an upcoming biannual traffic count or neglects to conduct a biannual traffic count, Concordia shall become responsible for employing an independent qualified entity to conduct the biannual traffic counts in accordance with the requirements set forth in Condition 6.21 until such time as the City notifies Concordia that the City will resume City-conducted traffic counts pursuant to and in accordance with this Section 2.C. To the extent that the City notifies Concordia that the City will not conduct an upcoming biannual traffic count or neglects to conduct a biannual traffic count, the City shall provide written notice of the same to the Board of Directors of the Concordia East Community Association and Concordia West Community Association either concurrent with notice to Concordia or as soon as possible after discovering that the City has neglected to conduct a biannual traffic count.

The Parties further understand, agree, and covenant that this MOU does not limit or restrict the City's rights, as set forth in Condition 6.21, to require or conduct additional traffic counts if the City determines such traffic counts are necessary.

The covenants set forth in this Section 2.C are intended to clarify, amplify, and supplement Condition 6.21 to Planning Commission Resolution 17-3598 (Ex. B) and Mitigation Measure (MM) Number 9-1 to the MMRP (Ex. C).

Non-University Events Limit and Reporting

Condition 6.24

The University is zoned 6.1, Institutional, and, except as provided in this condition, use of the campus shall be connected to the University's educational and religious purposes, to insure that the primary use of the

Conditions, MMRP Provisions and MOU Provisions:

campus is in keeping with the institutional zoning requirement, and to require a limitation of, and reporting process for, any and all auxiliary/community use of campus facilities defined below as “non-university events.”

For purposes of this condition, non-university events are defined as events where non-Concordia University/Lutheran Church-Missouri Synod groups, businesses, organizations or individuals, whether for-profit or non-profit, use and/or rent any portion of Concordia University’s campus or facilities, including, without limitation, its institutional buildings, athletic fields and related facilities, and/or any other improvements.

Concordia University shall limit non-university events, as defined herein, on any portion of Concordia University’s main campus or facilities (including, without limitation, its institutional buildings, athletic fields and related facilities, and/or any other improvements) to a maximum of 25 events per academic year (i.e., August 1 through May 15) and summer term (i.e., May 16 through July 31) combined. For non-university events that will last more than one day, each day of such event shall be considered a separate event for purposes of this limitation. Likewise, if multiple non-university events are held on the same day, each day of each such event shall be counted separately for purposes of this limitation.

Athletic facility usage as allowed under the “Lutheran Church-Missouri Synod/City of Irvine Joint Use of College Facilities Agreement” (as amended on August 21, 1996) between the City of Irvine and Concordia University (“Joint Use Agreement”) shall not be considered non-university events, and shall not be included in the annual non-university event report. The availability and usage of the athletic facilities contained in the recorded “Joint Use Agreement” (as amended on August 21, 1996) shall remain consistent with Exhibit B, Concordia University Facilities Description and Percentage of Use Availability, and shall not be subject to the 25 events limit.

Similar to the Joint Use described above, non-athletic events that provide for the participation of youth who are of such an age as to reasonably consider future attendance at the University shall not be considered non-university events, and shall not be included in the annual non-university event report. For such events to be considered non-university events, there shall be evidence that the University took reasonable steps in furtherance of promoting the University to such participants.

After the end of each academic year and summer term (August 1 - July 31), and not later than September 15 after such term, Concordia University shall submit to the Community Development Director (and provide copies directly to the Concordia East and West Community Associations’ Board of Directors) a non-university event summary for the completed academic year

Conditions, MMRP Provisions and MOU Provisions:

and summer term detailing the number of non-university event days, the dates, start and end times, event descriptions, attendance numbers, and whether special arrangements such as extra City Public Safety assistance or off-site parking were required, which shall be incorporated in an Events Report. The Events Report shall be a combined report of the non-university event summary described in the prior sentence and the special event summary described below in Condition of Approval 6.25. Descriptions of any complaints received shall be provided in the Events Report. The Events Report shall be submitted as a Pre-Application case type to the City for review.

Should any Events Report submitted to the City evidence noncompliance with the event day limit for non-university events, or should any Event Report fail to accurately report non-university events, within 15 calendar days of the Director of Community Development's receipt of the Events Report, University representatives shall meet with the Director of Community Development and Concordia East and West Community Associations' Board of Directors, if interested, to review actions that shall be immediately taken to comply with the event day limit. In the event that such actions do not result in compliance, the Director of Community Development may, in his or her discretion, further limit the number and type of non-university events to the point where operations on-campus function appropriately.

MOU § 2.B – See above

Special Events Reporting

Condition 6.25

Special events are held at the main campus throughout the year and generally include large and/or multiple events typically attracting larger numbers of outside guests and visitors. Special events are classified as academic life events, student life events, university life events, or auxiliary/community life (non-university events). Special events generally occur outside typical campus weekday peak traffic hours of 8 - 9 a.m. and 4:30 – 5:30 p.m. or during the weekends. Auxiliary/community life (“non-university events”) special events are limited by Condition 6.24 and shall be counted as part of the allowed 25 events per academic year and summer term. Academic life, student life and university life special events shall be limited to events hosted by Concordia University which directly relate to its educational and religious purposes.

After the end of each academic year and summer term (August 1 - July 31), and not later than September 15 after such term, Concordia University shall submit to the Community Development Director (and provide copies directly to the Concordia East and West Community Associations' Board of Directors) a special event summary for the completed academic year detailing

Conditions, MMRP Provisions and MOU Provisions:

the dates, start and end times, event descriptions, attendance numbers, and whether special arrangements such as extra City Public Safety assistance or off-site parking were required, which shall be incorporated in an Events Report. The Events Report shall be a combined report of the non-university event summary described in Condition of Approval 6.24 and the special event summary described in the previous sentence. Descriptions of any complaints received shall be provided in the annual Events Report. A copy of the most current Traffic and Parking Management Plan shall also be provided consistent with Condition of Approval 6.28, Traffic and Parking Management Plan. The Events Report shall be submitted as a Pre-Application case type to the City for review.

Should any annual Events Report submitted to the City evidence noncompliance with these Conditions of Approval (i.e., Conditions 6.21, 6.24 and 6.25), or fail to accurately report and/or classify special versus non-university events, within 15 calendar days of the Director of Community Development's receipt of the Events Report, University representatives shall meet with the Director of Community Development and Concordia East and West Community Associations' Board of Directors, if interested, to review actions that shall be immediately taken to comply with these Conditions of Approval. In the event that such actions do not result in compliance, the Director of Community Development may, in his or her discretion, require other necessary measures be taken by the University to ensure operations on-campus function appropriately.

Concordia University shall utilize its electronic notification system, known as Dwelling Live, to notify the public, including residents of Concordia East and West of any main campus special event at least 48 hours in advance of that event occurring.

Refer to Condition of Approval 6.21 above regarding vehicle trip monitoring for an explanation of traffic counts that will be taken in the Spring and reported in the Spring vehicle trip monitoring report.

MOU § 2.B – See above

EXHIBIT E

of Attachment 1

[May 8, 2017 Letter from General Counsel for Concordia University to Irvine City Council]



May 8, 2017

Dear Mayor Pro Tem Schott and Members of the Irvine City Council:

At the April 25 City Council meeting, when the Environmental Impact Report (EIR) and the proposed zoning change associated with Concordia University's Conditional Use Permit were approved, questions were raised regarding our student enrollment figures and the typical number of "events" held on our campus. While we did attempt to answer the questions posed by the council members, we thought further clarification on these two items could be of interest.

Student Enrollment Figures: At the meeting, we confirmed that we have a little over 1,600 full-time students studying on campus, and that our total student headcount was over 4,300. How can both figures be correct? In short, almost all of our traditional undergraduate students are on campus full-time, while almost all of our "other" students are not on campus full-time; in fact, the vast majority of these "other" students never even come to our main campus.

Every fall, during our busiest time of the year, our Registrar's Office prepares an official census report. This report serves as the basis of our reporting to the National Center for Education Statistics, to WASC (our regional accrediting body), to US News and World Report, and to other official entities. We are legally and ethically obligated to report our enrollments accurately – in fact, we are at risk of losing the ability for our students to receive Federal and State financial aid if we don't.

Concordia University serves a broad range of students, at three different degree levels (bachelor's, master's, and doctoral), in a variety of programs, many of whom never attend classes on campus. In fall 2016 (our last official census report date), we had 2,360 students who were enrolled either in a fully online program or in a program in which classes were held in locations other than our Turtle Rock campus (either in one of our many satellite campuses throughout Southern California, or at our off-campus nursing facility at 3337 Michelson in Irvine). The entire list of our off-campus locations are reported to the US Department of Education and to WASC, and the list appears on our public page on the WASC website.

In fall 2016, we had 371 graduate students who attended class on campus from time to time. As you are likely aware, graduate students do not attend classes during the day like traditional undergraduate students. At most, they attend one or two nights per

Letter to City Council
May 8, 2017
Page 2

week (for 10-16 weeks depending on the program), or they may attend an infrequent Saturday class (in the case of our Doctor of Education program, the students attend only five Saturday courses on our campus over an entire calendar year). Many of these students are educated using a "blended" method of on-line and face-to-face instruction.

This leaves 1,639 full-time on-campus students. This figure includes students who live on campus full-time (about 950) and students who commute to campus, typically 3-5 days per week, depending on their class schedules.

Non-University Events: The definition and limitations of "non-university" events has been clearly stated in the CUP conditions of approval, and in the MOU. Together the CUP conditions and the MOU impose significant and measurable new limitations on Concordia University's future ability to hold non-university events on campus (25 events/event days).

Joint Use with City of Irvine: It was also clearly understood that our Joint Use Agreement with the City allows the City to use certain campus athletic facilities, with an estimated 160 event days over the course of a year. This agreement was first entered in February 1993, and last amended in August 1996. It was required because there were very few athletic facilities available in the City in the mid-1990s.

Other Campus Events: Approximately 250 events occur on campus that have the potential to attract visitors (as well as students/faculty who are already on campus). These include regularly scheduled intercollegiate athletic contests (about 140), annual theatre productions (about 30 production days), annual musical performances (about 30) and 20-30 "special events" (for example, our opening convocation, our Christmas concerts, Fall graduation, Concerts on the Green). Additionally, there are another 20-30 lectures, convocations, and donor/alumni events that could attract visitors to our campus. As noted in the Final EIR, the total number of visitors on campus during a regular weekday is "less than 200." We will commit to posting all of our events on the Concordia University web site.

Thank you for taking the time to review this information. We remain committed to clear and open communication with the Irvine City Council and with our neighbors in Turtle Rock and the surrounding community. If we can provide any additional information or explanation, we are happy to do so.

Very Truly Yours,



Ronald A. Van Blarcom
General Counsel
Concordia University Irvine

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY OF IRVINE
One Civic Center Plaza
P.O. Box 19575
Irvine, CA 92623-9575
Attn: City Clerk

Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder



NO FEE

2018000035556 1:13 pm 01/31/18

90 SC5 T02 8
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(Space Above this Line is for Recorder's Use Only)

This Agreement is recorded at the request and for the benefit of the City of Irvine and is exempt from the payment of a recording fee pursuant to Government Code § 27383.

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**TERMINATION OF LUTHERAN CHURCH-MISSOURI SYNOD/CITY OF IRVINE
JOINT USE OF COLLEGE FACILITIES AGREEMENT**

This TERMINATION OF LUTHERAN CHURCH-MISSOURI SYNOD/CITY OF IRVINE JOINT USE OF COLLEGE FACILITIES AGREEMENT ("Termination Agreement") is made as of October 10, 2017, by and between the CITY OF IRVINE, a California charter city ("City"), and CONCORDIA UNIVERSITY, a California nonprofit religious corporation ("Concordia"). The City and Concordia are sometimes referred herein individually as a "Party" and collectively as the "Parties."

RECITALS

The Parties enter into this Termination Agreement on the basis of the following facts, understanding, and intentions:

A. Concordia, the successor in interest to Christ College Irvine, an agency of the Lutheran Church-Missouri Synod, a Missouri non-profit corporation ("Christ College"), is the owner of that certain property located at 1530 Concordia West in Planning Area 21, Turtle Rock and more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The Property is generally south of University Drive, west of Ridgeline Drive, north of Turtle Rock Drive, and east of Culver Drive.

B. In 1992 and 1993, the City approved General Plan Amendment 4237-GA (on April 14, 1992), Zone Change 5232-ZC (on April 28, 1992), and Conditional Use Permit ("CUP") 12273-CPU (on August 5, 1993). Together, these entitlements provided for the "Campus Master Build-Out Plan" of Concordia's main campus.

C. In connection with the aforementioned land use entitlements, Concordia's predecessor, Christ College agreed to make various facilities located on its main campus available for use by the City. To that end, on or about February 25, 1993, Christ College and the City entered that certain Luther Church-Missouri Synod/City of Irvine Joint Use of College Facilities Agreement, and on or about August 21, 1996, the City and Concordia entered that certain First Amendment to Luther Church-Missouri Synod/City of Irvine Joint Use of College Facilities Agreement, both of which were recorded together in the Official Records of Orange County on July 13, 2016 as Document No. 2016000317491. These agreements are referred to collectively herein as the "Joint Use Agreement."

D. In Spring of 2017, the City approved Concordia's "Campus Master Build-Out Plan Update", which consisted of: (1) Conditional Use Permit Modification 00612052-PCPU (approved by Planning Commission Resolution No. 17-3598 on March 16, 2017); (2) Zone Change 00629029-PZC (approved by City Council Ordinance No. 17-05 on May 9, 2017); and (3) a Memorandum of Understanding and Covenants between City of Irvine and Concordia University for Concordia University's Campus Master Build-Out Plan Update, which was recorded in the Official Records of Orange County on June 13, 2017 as Document No. 2017000241015 (collectively, the "Campus Master Build-Out Plan Update").

E. In connection with its review of the Campus Master Build-Out Plan Update, the City Council also reviewed the Joint Use Agreement, and at its regular meeting on October 10, 2017, the City Council authorized staff to terminate the Joint Use Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants herein contained, and other consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned parties hereby agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are true and correct and incorporated into this Termination Agreement by this reference.

2. Termination of Joint Use Agreement. Concordia and City hereby acknowledge and agree that upon recordation of this Termination Agreement in the Official Records of Orange County, California, the covenants memorialized in the Joint Use Agreement shall (a) be terminated and of no further force and effect, and (b) no longer affect record title to the Property.

3. Effective Date. This Termination Agreement shall be deemed effective as of the date of recordation hereof in the Official Records of Orange County, California.

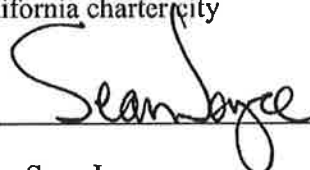
4. Counterparts. This Termination Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

5. Governing Law. This Termination Agreement shall be construed and enforced in accordance with the laws of the State of California

IN WITNESS WHEREOF, the Parties hereto have executed this Termination Agreement as of the date first set forth above.

CITY OF IRVINE
a California charter city

By: _____



Name: Sean Joyce

Title: City Manager

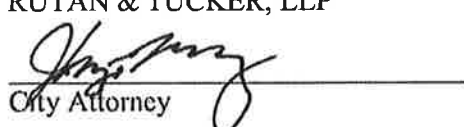
ATTEST

City Clerk

APPROVED AS TO FORM:

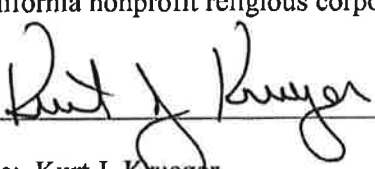
RUTAN & TUCKER, LLP

City Attorney



CONCORDIA UNIVERSITY,
a California nonprofit religious corporation

By: _____



Name: Kurt J. Krueger

Title: President

By: _____



Name: KEVIN TILDEN

Title: CFD

Document Approved
As to Form
 12-7-17
General Counsel Date

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On December 7, 2017, before me, Karin Nelson, Notary Public,
(insert name and title of the officer)

Notary Public, personally appeared Kurt J. Kueger,
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 Karin Nelson



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On January 10, 2018 before me, Karin Nelson, Notary Public
(insert name and title of the officer)

personally appeared Kevin Tilden
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 Karin Nelson (Seal)

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On January 25, 2018, before me, Joseph D. Crandall Deputy City Clerk,
(insert name and title of the officer)

Notary Public, personally appeared Sean Joyce,
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 Joseph D. Crandall

(Seal)



EXHIBIT A
of Attachment 2
[Legal Description of Property]

Site Area Submitter

Area	Submitter	Address	City	State	Zip	Phone	Fax	E-mail
1	CONCORDIA UNIVERSITY IRVINE	1000 UNIVERSITY AVENUE	IRVINE	CA	92617	949.261.1000	949.261.1001	concordia@concordia.edu

5

Summary of Parking Requirements

Area	Building	Capacity	Notes
CHapel Hill Vista	1	100	
	2	100	
	3	100	
	4	100	
	5	100	
	6	100	
	7	100	
	8	100	
	9	100	
	10	100	
Hillcrest Vista	11	100	
	12	100	
	13	100	
	14	100	
	15	100	
	16	100	
	17	100	
	18	100	
	19	100	
	20	100	
French Hill	21	100	
	22	100	
	23	100	
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	25	100	
	26	100	
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	28	100	
	29	100	
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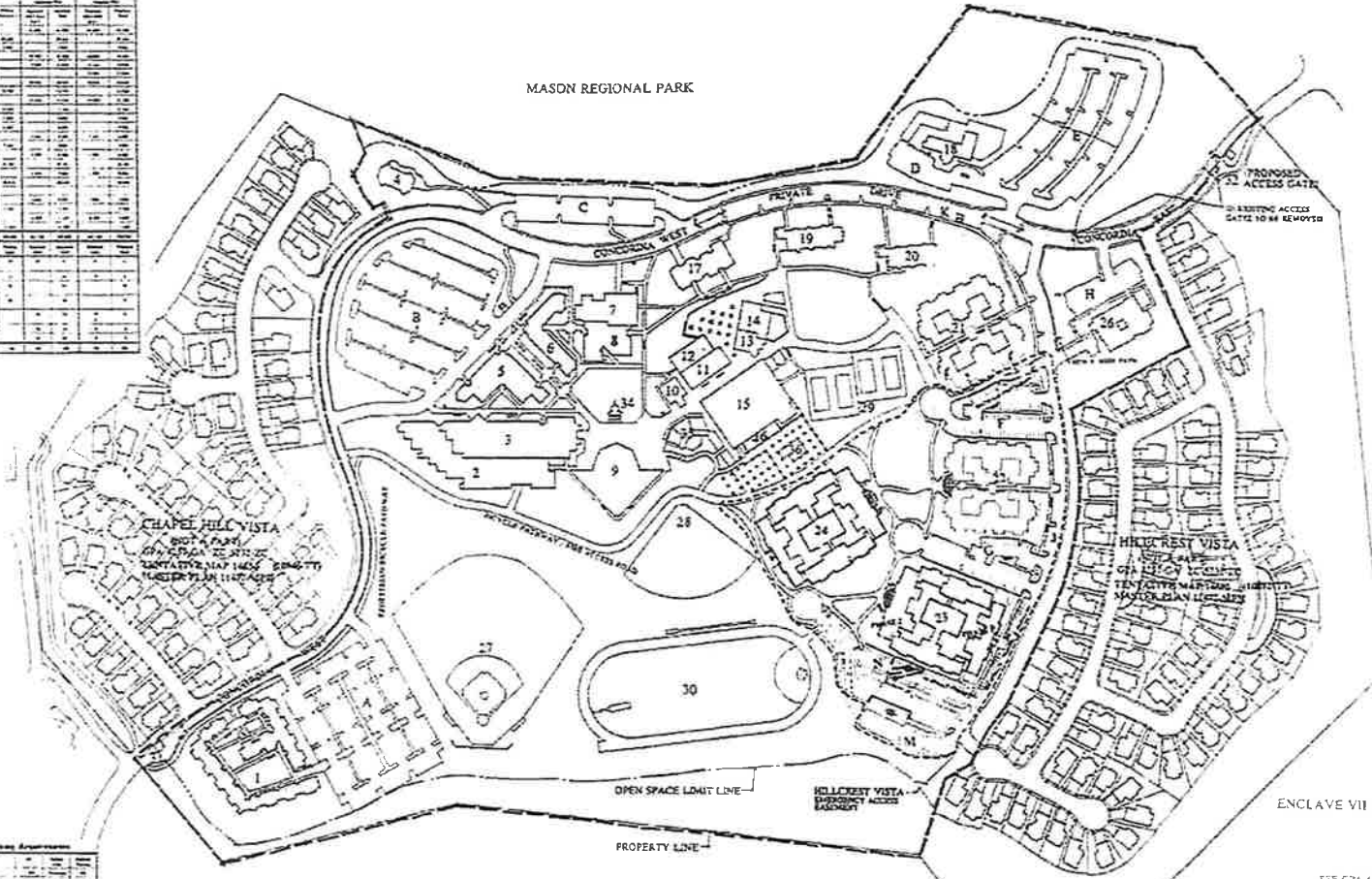
Building Analysis

Area	Building	Capacity	Notes
CHapel Hill Vista	1	100	
	2	100	
	3	100	
	4	100	
	5	100	
	6	100	
	7	100	
	8	100	
	9	100	
	10	100	
Hillcrest Vista	11	100	
	12	100	
	13	100	
	14	100	
	15	100	
	16	100	
	17	100	
	18	100	
	19	100	
	20	100	
French Hill	21	100	
	22	100	
	23	100	
	24	100	
	25	100	
	26	100	
	27	100	
	28	100	
	29	100	
	30	100	

Site Area Submitter

Area	Submitter	Address	City	State	Zip	Phone	Fax	E-mail
1	CONCORDIA UNIVERSITY IRVINE	1000 UNIVERSITY AVENUE	IRVINE	CA	92617	949.261.1000	949.261.1001	concordia@concordia.edu

MASON REGIONAL PARK



- LEGEND
- 1 PROPOSED RESIDENT BUILDING
 - 2 EXISTING BUILDING
 - 3 LIBRARY CLASSROOM BUILDING
 - 4 EXISTING LINEAR FIRE MITSUBISHI
 - 5 EXISTING CHAPEL OF THE GOOD SHEPHERD
 - 6 PROPOSED SUBSTITUTION OF EXISTING BUILDING
 - 7 PROPOSED BUILDING
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- LEGEND
- 1 CAMPUS DIRECTORY
 - 2 TREE BUCKS
 - 3 EXISTING CAMPUS BLDG
 - 4 NEW CAMPUS BLDG
 - 5 BUILDING SETBACK
 - 6 PROJECT BOUNDARY
 - 7 TRAIL & PARKING
 - 8 TRAIL (NO BICYCLE)
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 - 92 TRAIL (NO BICYCLE)
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 - 98 TRAIL (NO BICYCLE)
 - 99 TRAIL (NO BICYCLE)
 - 100 TRAIL (NO BICYCLE)

REVISED CAMPUS SITE PLAN, NOTES
 CONCORDIA UNIVERSITY IRVINE
 AUGUST 8, 1998 BY FEBRUARY 7, 1998

1.0

EXHIBIT A



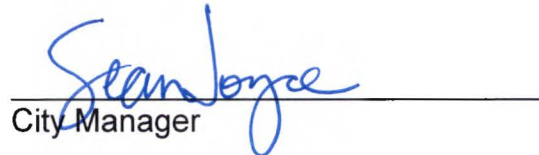
REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: OCTOBER 10, 2017

TITLE: TERMINATION OF CONCORDIA UNIVERSITY JOINT USE AGREEMENT



Director of Community Services



City Manager



Acting Director of Community Development

RECOMMENDED ACTION

Authorize staff to terminate the Joint Use of College Facilities Agreement between the City of Irvine and Concordia University.

EXECUTIVE SUMMARY

At its meeting on May 9, 2017, the City Council approved by a 4-0-1 vote (Councilmembers Fox, Lalloway, Shea and Schott voting in favor; Mayor Wagner absent) a Memorandum of Understanding (MOU) with Concordia University (Concordia) for a campus build-out project. In conjunction with the MOU approval, the City Council directed staff to initiate discussions with Concordia to terminate the Joint Use Agreement (Agreement) on terms that would allow for the reduction in the 4,732 ADT cap called for under the MOU to provide further traffic relief in the area around Concordia. The direction stipulated that negotiations should also include an analysis of available alternative sites for those youth in the City using Concordia's facilities. The May 9, 2017 City Council Minutes are presented as Attachment 1.

The primary use of Concordia's facilities by the City under the Agreement has been limited to activities in the gymnasium. Each season, Concordia identifies available space and the City reserves the gymnasium for local youth basketball leagues for team practices and games. These leagues are offered by nonprofit organizations, such as Irvine Youth Basketball and So Cal Elite Sports. Use of Concordia's facilities has been minimal with typical activity on weekdays consisting of two teams sharing the gymnasium for team practices and five youth basketball games played on weekend days. The Average Daily Trips associated with the City's use of Concordia's facilities is estimated to be 54 on each weekday and 316 on each weekend day.

Staff met with Concordia representatives to discuss the Agreement and they are agreeable to its termination. Staff has identified two alternative sites, Portola High School and Beacon Park School to host these activities in the future.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Not Applicable.

ANALYSIS

Background

On April 14, 1992, the City approved General Plan Amendment (GPA) 4237-GA to change the land use designation of the east and west portions of the campus to allow for residential development. During the GPA discussions, community benefits from the GPA were identified in support of the change in the General Plan. Entering into a cooperative agreement between Concordia and the City to allow resident and City use of existing campus facilities was an identified community benefit.

On April 28, 1992, the City Council approved by a 3-1-1 vote (Councilmembers Bloomer, Hammond and Sheridan voting in favor; Councilmember Werner voting no; and Councilmember Vardoulis abstaining) Zone Change 5232-ZC, which included Special Development Requirement B for Concordia to enter into a Joint Use Agreement for use of the college facilities, prior to residential development occurring.

On February 23, 1993, by a 3-2 vote (Councilmembers Hammond, Shea and Ward voting in favor; Councilmembers Bloomer and Werner voting against) the City and Concordia entered into the Agreement (Attachment 2) to make certain facilities available for use by the City. The Agreement remains in effect in perpetuity. Under the Agreement, the City has utilized Concordia's gymnasium on a regular basis.

On May 9, 2017, the City Council approved the Concordia campus build-out plan to modernize its campus to enhance services for its students. Concordia's project consisted of a Zone Change (00629029-PZC), Final Environmental Impact Report and Memorandum of Understanding (MOU) between the City and Concordia.

In conjunction with this approval, the City Council directed staff as follows:

1. Initiate negotiations with Concordia to terminate the 1993 Agreement on terms that would allow for the reduction in the 4,732 Average Daily Trip cap called for under the MOU to provide further traffic relief in the area around Concordia.
2. Negotiations should also include an analysis of available alternative sites for those youth in the City using Concordia's facility.

In follow-up to the City Council's direction, City staff met with representatives of Concordia to discuss termination of the Agreement. Concordia is agreeable to terminating the

Agreement. Although the Agreement specifies that Concordia can terminate the Agreement with the establishment of a \$2 million permanent community benefit fund, it does not stipulate conditions or requirements should the City elect to terminate the Agreement. During the meeting, Concordia representatives did not believe establishing a community benefit fund was a requirement of Concordia, since the City was interested in terminating the Agreement.

City staff evaluated alternative sites available for the youth sports programs that have utilized Concordia's facilities under the Agreement. In September 2016, Irvine Unified School District opened Portola High School and Beacon Park School. Both of these new schools have gymnasiums to help meet this community need and to minimize the impact of losing the facilities available under the Agreement with Concordia. Staff has been in contact with these user groups and IUSD for accommodating these activities as soon as this fall. Use of the Concordia gymnasium has been minimal and has not been in use by these groups since spring 2017 due to the scheduling of a renovation project. Meanwhile, the groups have discontinued activities over the summer or have held activities outdoors.

The City Council's motion called for a reduction in Concordia-related traffic by removing activities related to the City's usage of campus facilities under the Agreement. The Concordia MOU establishes an ADT budget of 4,732 trips, including City activities. If the City terminates the Agreement, vehicle trips to the campus will be reduced and a corresponding reduction in the ADT budget called for under the MOU will occur. Youth basketball teams currently utilizing Concordia's gymnasium are estimated to generate 54 trips on weekdays for practices and up to 316 trips on weekend game days. If the City Council terminates the Agreement, staff will work with Concordia to reduce the ADT budget by 54 trips, which corresponds to the number of weekday trips occurring under the Agreement. Peak ADT occurs on weekdays during the Fall semester.

ALTERNATIVES CONSIDERED

The City Council may direct staff to terminate the Agreement with a community benefit fund of \$2 million or other negotiated settlement.

FINANCIAL IMPACT

Termination of the Agreement does not have a financial impact to the City. An action to require Concordia to establish a \$2 million community benefit fund or other negotiated settlement could provide financial support to the City for an unfunded new project or an enhancement or rehabilitation of an existing facility.

REPORT PREPARED BY Ed Crofts, Community Services Manager
 Stephen Higa, Principal Planner

ATTACHMENTS:

1. May 9, 2017 City Council Meeting Minutes
2. February 25, 1993 Joint Use of College Facilities Agreement



MINUTES

CITY COUNCIL REGULAR MEETING

May 9, 2017
City Council Chamber
One Civic Center Plaza
Irvine, CA 92606

CALL TO ORDER

The regular meeting of the Irvine City Council was called to order at 4:07 p.m. on May 9, 2017 in the City Council Chamber, Irvine Civic Center, One Civic Center Plaza, Irvine, California; Mayor Wagner presiding.

ROLL CALL

Present:	5	Councilmember:	Melissa Fox
		Councilmember:	Jeffrey Lalloway
		Councilmember:	Christina Shea
		Mayor Pro Tempore:	Lynn Schott
		Mayor:	Donald P. Wagner

1. CLOSED SESSION

City Attorney Melching announced the following Closed Session items:

- 1.1 a) **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION: Potential initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: 1 potential case (Safari Substation/Southern California Edison)**
- b) **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION: Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 potential case (Safari Substation/Southern California Edison)**

1.2 CONFERENCE WITH LABOR NEGOTIATORS (Pursuant to Government Code Section 54957.6) Agency Negotiators: Sean Joyce, City Manager; Grace Leung, Assistant City Manager; Michelle Grettenberg, Assistant to the City Manager; Jimmee Medina, Manager of Human Resources; Brian King, Human Resources Administrator; Peter Brown, Liebert, Cassidy, Whitmore; Employee Organizations: Associated Supervisory/Administrative Personnel (ASAP); Irvine City Employees Association (ICEA); Irvine Professional Employees Association (IPEA); Irvine Police Association (IPA); Irvine Police Management Association (IPMA); Management and Non-Represented Employees; Confidential Employees; and Part-Time Employees

RECESS

Mayor Wagner convened the City Council meeting to Closed Session at 4:08 p.m.

RECONVENE TO THE CITY COUNCIL MEETING

Mayor Wagner reconvened the regular City Council meeting at 5:24 p.m. City Attorney Melching, on behalf of the City Council, announced that with respect to Item No. 1.1, the City Council reconsidered its prior authorization to commence a proceeding in front of the California Utilities Public Commission (CPUC) concerning the Safari Substation, and voted unanimously (5-0) to withdraw the prior motion and the effort to proceed in front of the CPUC; and also announced that no reportable action was taken on Item No.1.2.

PLEDGE OF ALLEGIANCE

Mayor Wagner invited Orange County Supervisor Todd Spitzer to lead the Pledge of Allegiance.

INVOCATION

Mayor Wagner invited Pastor Graham McGuinness from Woodbridge Community Church in Irvine to provide the invocation.

2. PRESENTATIONS

2.1 Irvine 2/11 Marine Adoption Committee Annual Report

Mayor Wagner introduced individuals from the Irvine 2/11 Marine Adoption Committee, who provided an update on the Committee’s activities and accomplishments over this past year. Mayor Pro Tempore Schott also announced that the Barclay Theatre would be donating tickets to the Irvine 2/11 Marine Battalion for the “United States Air Force Band of the Golden West: Solute to Veterans” musical on May 22; and that she would be committing \$1,000 from her Community Partnership Fund Grant funding to the Irvine 2/11 Marine Battalion.

CITY MANAGER'S REPORT

There was no report.

ANNOUNCEMENTS/COMMITTEE REPORTS/COUNCIL REPORTS

Councilmember Fox provided a brief update on her recent League of California Cities Advocacy conference in Sacramento in mid-April.

Mayor Wagner made the following announcements:

- The City of Irvine is hosting two Memorial Day events. The first is a candle lighting ceremony on Sunday, May 28 at 4 p.m. at the Northwood Gratitude and Honor Memorial, which includes a dedication ceremony for the expansion of the memorial site and presentations by Gold Star families. The second event is the City's annual Memorial Day Ceremony on Monday, May 29 at 10 a.m. at Colonel Bill Barber Marine Corps Memorial Park. Cards will be available for well-wishers to send a message of appreciation to Irvine's adopted 2/11 Marine Battalion. For information, visit cityofirvine.org/specialevents.
- Irvine has been ranked 10th on the list of 100 Best Cities to Live in America, according to Niche.com, a website that provides research and reviews on K-12 schools, colleges, and neighborhoods. More than 225 cities with populations of 100,000 or more were analyzed based on several factors.
- The latest issue of Inside Irvine is now available, and features ways to help make the most of this summer. Updates on sports facilities at the Orange County Great Park are included, as well as information on upcoming activities such as the Sizzlin' Summer Concert series, family-friendly outings in the Irvine Open Space Preserve, summer camps, and classes for all interests and ages. Inside Irvine has been mailed to all homes and is also available at cityofirvine.org.

ADDITIONS AND DELETIONS

There were no additions or deletions to the agenda.

3. CONSENT CALENDAR

ACTION: Moved by Councilmember Lalloway, seconded by Councilmember Shea, and unanimously carried to approve Consent Calendar Item Nos. 3.1 through 3.8, with the exception of Item No. 3.7, which was removed for separate discussion and moved to the end of the agenda at the request of Mayor Wagner due to a conflict-of-interest. Councilmember Lalloway abstained on Item No. 3.1.

3.1 MINUTES

Prior to the vote, Anne Redcross Beehler, representing Bryan Cave, LLP on behalf of Connected Nation Exchange, spoke in opposition to City Council action taken on April 25, 2017, at which time Mayor Wagner asked that she speak to the specific item under Public Comments.

ACTION:

Approved the minutes of a regular meeting of the Irvine City Council held on April 25, 2017.

Councilmember Lalloway abstained.

3.2 PROCLAMATIONS

ACTION:

Proclaimed May 20, 2017 as "Kids to Parks Day."

3.3 WARRANT AND WIRE TRANSFER RESOLUTION

ACTION:

Adopted RESOLUTION NO. 17-30 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

3.4 MEASURE M2 WATER QUALITY GRANT PROGRAM APPLICATION

ACTION:

Adopted RESOLUTION NO. 17-31 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING THE SUBMITTAL OF A GRANT APPLICATION TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR FUNDING UNDER THE MEASURE M2 TIER 1 ENVIRONMENTAL CLEANUP PROGRAM

3.5 ANNUAL MEASURE M2 ELIGIBILITY SUBMITTAL

ACTION:

- 1) Approved and authorized staff to submit to the Orange County Transportation Authority the Measure M2 Seven-Year Capital Improvement Program for Fiscal Years 2017-18 through 2023-24 to comply with Measure M2 eligibility criteria.
- 2) Adopted RESOLUTION NO. 17-32 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, CERTIFYING COMPLIANCE WITH THE COUNTYWIDE MEASURE M2 PROGRAM

3.6 APPROVAL OF PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR THE LAKEVIEW SENIOR CENTER OUTDOOR PATIO AND ROSE GARDEN REHABILITATION

ACTION:

- 1) Approved the construction plans, specifications and contract documents for the Lakeview Senior Center Rehabilitation, Capital Improvement Project 361733.
- 2) Approved the Engineer’s Estimate, Construction Contingency and Project Funding Summary.
- 3) Authorized staff to solicit competitive bids and award the construction contract to the lowest responsive and responsible bidder, in accordance with the City’s purchasing policies and procedures, within the approved project budget.

3.7 MEMORANDUM OF UNDERSTANDING WITH CONCORDIA UNIVERSITY FOR CAMPUS BUILD-OUT PROJECT AT 1530 CONCORDIA WEST, PLANNING AREA 21 (TURTLE ROCK), AND SECOND READING AND ADOPTION OF ORDINANCE NO. 17-05 REVISING SPECIAL DEVELOPMENT REQUIREMENTS IN ZONING ORDINANCE SECTION 9-21-7

This item was removed for separate discussion and considered at the end of the agenda at the request of Mayor Wagner, who noted a conflict-of-interest and left the meeting at 8:56 p.m. Mayor Pro Tempore Schott assumed the role of presiding officer in his absence.

Ron Van Blarcom, General Counsel representing Concordia University, spoke in support of the proposed Memorandum of Understanding (MOU) and second reading of the proposed ordinance.

The following individuals spoke in opposition to the proposed project based on traffic and/or other concerns:

Karen Jaffe, Irvine resident
Cristina Thomas, Irvine resident
Joe Martinez, Irvine resident
Aaron Ehrlich, Irvine resident
Geri Zollinger, Irvine resident

City Council discussion included: expressing concern about overall safety and the need for an evacuation plan in Turtle Rock in the event of fire or earthquake; allocating funding in the budget for the implementation of a safety program for Turtle Rock residents; questioned whether correspondence received from Concordia University, which included information on enrollment and events, could be added as an addendum to the MOU; suggested entering negotiations with Concordia University to terminate a joint use agreement, which requires joint use for City events, in order to reduce traffic in and around the campus; including a representative from the Turtle Rock Homeowners Association for purposes of seeking input on the construction management plans required by Condition 2.33 to Planning Commission Resolution 17-3598; noted the enforceability of the proposed MOU; suggested that traffic concerns are part of a larger regional issue; noted the need to balance the needs of both residents and Concordia University; suggested reaching out to religious and other organizations to assist with hosting certain events; and encouraged Concordia University to create a webpage for the public to include all anticipated events that would impact local traffic.

Mike Hamel, Police Chief, noted that there was an existing evacuation plan for the area of Turtle Rock, and that public safety staff would increase communication efforts to inform residents.

Jeffrey Melching, City Attorney, noted that while the MOU was not dependent on student enrollment, the letter from Concordia University could be included in the MOU as an exhibit; and provided a summary of the rights, options, and remedies available to the City in the event of Concordia University's non-compliance with the MOU.

ACTION: Moved by Councilmember Shea, seconded by Councilmember Fox, and unanimously carried by those members present (Mayor Wagner absent) to:

- 1) Direct staff to add a Turtle Rock resident, as well as the previously approved Homeowners Association representative, to be informed on discussions related to Construction and Staging Management Plans.

- 2) Direct staff to start negotiations with Concordia to terminate the 1992 joint use agreement on terms that would allow for the reduction in the 4,732 Average Daily Trips (ADT) cap called for under the MOU to provide further traffic relief in the area around Concordia University. Negotiations should also include an analysis of available alternative sites for those youth in the city using Concordia's facility.
- 3) Authorize Mayor Pro Tem Schott to sign a Memorandum of Understanding and Covenants between the City of Irvine and Concordia University for Concordia University's Campus Master Build-Out Plan Update associated with Conditional Use Permit Modification 00612052-PCPU, Zone Change 00629029-PZC and Final Environmental Impact Report SCH No. 2015091023/File No. 00618828-PCLE. **(Contract No. 9764).**

ACTION: Moved by Councilmember Shea, seconded by Councilmember Fox, and unanimously carried by those members present (Mayor Wagner absent), to:

Read by title only, second reading and adoption of ORDINANCE NO. 17-05 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING ZONE CHANGE 00629029-PZC TO REVISE ZONING ORDINANCE SECTION 9-21-7.B, SPECIAL DEVELOPMENT REQUIREMENTS FOR CONCORDIA UNIVERSITY (CHRIST COLLEGE IRVINE); PLANNING AREA 21, (TURTLE ROCK); FILED BY CONCORDIA UNIVERSITY

3.8 COMMUNITY PARTNERSHIP FUND GRANT NOMINATIONS

ACTION:

- 1) Approved Councilmember Lalloway's request for Community Partnership Fund Grant nomination to Myford Elementary School Parent Teacher Organization in the amount of \$500 in support of program costs. **(Contract No. 9773)**
- 2) Approved Mayor Wagner's request for Community Partnership Fund Grant nomination to the American Red Cross in the amount of \$500 in support of the American Red Cross Orange County Heroes Luncheon. **(Contract NO. 9774)**
- 3) Authorized the City Manager to prepare and sign the funding agreements listed in Actions 1 and 2.

4. COUNCIL BUSINESS

Mayor Wagner noted his preference to further reorder the agenda and asked that Item 4.4 be considered prior to Item No. 4.1.

4.1 CONSIDERATION OF A REQUEST BY MAYOR PRO TEMPORE SCHOTT AND COUNCILMEMBER LALLOWAY FOR PUBLIC DISCUSSION OF SITING OF SAFARI SUBSTATION IN THE SPECTRUM BUSINESS CENTER AND FOR RECONSIDERATION OF DECISION TO INITIATE A PROCEEDING WITH THE CALIFORNIA PUBLIC UTILITIES COMMISSION CONCERNING SAME

This item was agendized at the request of Mayor Pro Tempore Schott and Councilmember Lalloway, who provided a brief history of the concerns brought forward by surrounding business owners, and asked for City Council consideration to reconsider the reversal of the City Council's March 14, 2017 decision to initiate a proceeding with the California Public Utilities Commission (CPUC) over the proposed Safari Substation on Wald Street.

Michael Aguirre, representing Aguirre and Severson, and Courtney Santos, Irvine resident, spoke in support of the City Council withdrawing its prior decision to refer the matter to the California Public Utilities Commission.

The following individuals submitted a Request to Speak card but did not speak:

- Jane Klassen
- Bill Klassen
- Doug Bender
- Zeki Kayiran
- Paul Wang
- Daniel Kim
- John Roehrick
- Mike Wimbrow

City Council discussion included: reiterating the City Council's desire to try and mitigate concerns brought forward by nearby business owners; expressed concern with the proximity of the Safari Substation (Substation) to surrounding businesses; noted a desire to identify an alternative site for the Substation; clarified the City Council's intent when the matter was referred to the CPUC; and requested clarification from Mr. Aguirre and his clients of their concerns and suggestions.

ACTION: Moved by Councilmember Lalloway, seconded by Mayor Pro Tempore Schott, and unanimously carried to:

- 1) Direct staff to return to the City Council at the first meeting in June identifying best alternative sites for the Southern California Safari Substation; and work with Mr. Aguirre and his clients on suggestions, opportunities, and other issues that may arise based on content in his forthcoming correspondence, to further the City Council's interests in looking at alternative sites and alternatives for the Safari Substation in general.
- 2) Direct staff to invite all interested stakeholders to attend the June 13, 2017 City Council meeting.

RECESS

Following Public Comments, Mayor Wagner called a recess at 7:15 p.m.

RECONVENE TO THE CITY COUNCIL MEETING

Mayor Wagner reconvened the City Council meeting at 7:25 p.m.

4.2 PARKS MASTER PLAN

Darlene Nicandro, Principal Planner; Kathleen Haton, Senior Planner; and Cindy Mendoza, representing M.I.G., presented the staff report and responded to questions. Laurie Hoffman, Director of Community Services, also provided a brief report with respect to implementation of the Parks Master Plan.

The following individuals spoke in support of cycling within the Parks Master Plan:

Steve Larson
Blake Woodward
Paul Blaze

City Council discussion included: reiterating the level of open space in the City and working with the Irvine Ranch Conservancy to provide additional access to open space areas; expressed interest in extending bike trails through open space areas; questioned pickle ball; requested additional swings and outdoor fitness systems; questioned the use of the skate park at Harvard Community Park and whether marketing efforts could increase its usage; noted the lack of parks in the Irvine Business Complex (IBC) and students' desire to live elsewhere as a result; noted the lack of a gymnasium in the City as recommended in the needs assessment; expressed a desire to include arts in the parks; noted that the upcoming

Gateway Park would have a natural feel and include an 18-hole disc golf course; expressed concern about the necessity for additional child care at community parks; noted the need for more outdoor programs and other opportunities for seniors; reiterated the need to integrate Americans with Disabilities Act (ADA) needs within the park system and seeking input from the Irvine Residents with Disabilities Advisory Board (IRDAB); noted that swimming ranked in the top five preferences based on recent public outreach; questioned the difference between a dog park and a dog run and reiterated the popularity of Central Bark; inquired about potential locations for additional dog parks in the City; identifying adequate park space in the IBC; suggested a pedestrian bridge over San Diego Creek that could also accommodate a dog run; and requested that staff return with a revised Park Master Plan at a future meeting that incorporating the suggestions made by the City Council.

City Manager Joyce noted that staff would make the recommended necessary adjustments to the Parks Master Plan and return to the City Council for final approval.

ACTION: Moved by Mayor Pro Tempore Schott, seconded by Councilmember Lalloway, and unanimously carried to:

Direct staff to incorporate suggestions and stated priorities made by the City Council and return at a date to be determined with an updated Parks Master Plan for final approval, including the following:

- 1) Identification and evaluation of opportunities to build new aquatics facilities in the City and potential available sites at the Great Park; and
- 2) Prioritizing swings in local parks, outdoor fitness equipment, a park in the Irvine Business Complex, art in the parks or art space, and dog parks.

4.3 A RESOLUTION OF INTENT TO CONSIDER GRANTING NONEXCLUSIVE FRANCHISE AGREEMENTS FOR COMMERCIAL WASTE COLLECTION AND RECYCLING SERVICES

Manuel Gomez, Director of Public Works, and Mike Byrne, Senior Management Analyst, presented the staff report and responded to questions.

Chip Monaco, representing Waste Management, spoke in opposition to the proposed changes to the exclusive and non-exclusive service areas, noting that the proposed map would not be a benefit to the community.

City Council discussion included: questioning the specific concerns raised by Waste Management and whether the adjustments were acceptable to

all stakeholders; suggested extending the nonexclusive franchise agreement for an additional year; questioned whether the parties were at an impasse; noted that any changes to the nonexclusive map should have been made prior to the approval of the exclusive franchise; questioned the number of cities that host a nonexclusive market; expressed concern with additional trucks on the road by nonexclusive waste haulers and their impacts on citywide traffic; questioned the benefits of having a fully exclusive franchise; expressed concern about the length of time of contracts with nonexclusive providers; noted air quality concerns with respect to emissions from trucks belonging to nonexclusive providers; and questioned whether the changes to the exclusive and nonexclusive areas were a like-for-like exchange.

ACTION: Moved by Councilmember Lalloway, seconded by Councilmember Shea, and unanimously carried to:

Authorize the extension of the existing Nonexclusive Agreement through the end of the year or until new agreements are executed.

4.4 CONSIDERATION OF COUNCILMEMBER FOX'S REQUEST FOR ALLOCATION OF FUNDING TO SUPPORT THE EFFORTS OF THE ORANGE COUNTY TASK FORCE FOR DROWNING PREVENTION

This item was considered prior to Item No. 4.1 at the request of Mayor Wagner; and agendaized at the request of Councilmember Fox, who asked for City Council approval to commit \$50,000 to support the efforts of the Orange County Task Force for Drowning Prevention.

Todd Spitzer, Orange County Supervisor, spoke in support.

City Council discussion included: noting statistics related to the number of drowning fatalities and near deaths in prior years; expressed concern about the dollar amount proposed in comparison to last year; noted the importance of water safety education; reiterated aggressive efforts by the Orange County Fire Authority; suggested seeking financial support from other Orange County cities as well; reiterated financial and in-kind support provided by the City last year; and suggested the allocation of funding to the Orange County Task Force for Drowning Prevention as part of the annual budget process.

ACTION: Moved by Councilmember Fox to:

Allocate funding in the amount of \$50,000 from the General Fund balance to support the efforts of the Orange County Task Force for Drowning Prevention.

ACTION*: A substitute motion was made by Mayor Pro Tempore Schott, seconded by Councilmember Lalloway, to:

Match last year’s contribution and allocate funding in the amount of \$25,000 from the General Fund balance to support the efforts of the Orange County Task Force for Drowning Prevention.

The motion carried as follows:

AYES: 4 COUNCILMEMBERS: Lalloway, Schott, Shea and Wagner

NOES: 1 COUNCILMEMBERS: Fox

ABSENT: 0 COUNCILMEMBERS: None

* The amended substitute motion carried and took precedence over the main motion; therefore, a vote was not taken on the main motion.

A reconsideration of the action was requested by Councilmember Fox to allow her an opportunity to cast her vote in the affirmative.

ACTION: Moved by Councilmember Lalloway, seconded by Mayor Wagner, and unanimously carried to:

Reconsider the action taken with respect to the item.

There was no City Council discussion.

ACTION: Moved by Mayor Pro Tempore Schott, seconded by Councilmember Lalloway, and unanimously carried to:

Match last year’s contribution and allocate funding in the amount of \$25,000 from the General Fund balance to support the efforts of the Orange County Task Force for Drowning Prevention.

PUBLIC COMMENT

Anne Redcross Beehler, representing Bryan Cave, LLP on behalf of Connected Nation Exchange, spoke in opposition to the City Council’s approval to enter into negotiations with 5 Bars, LLC for wireless services at the Orange County Great Park.

Ilya and Robert Tseglin reiterated a domestic issue related to an autistic family member.

Alan Meyerson, Irvine resident, spoke in opposition to text messaging at the dais, questioned the proposed land exchange for a Veterans Cemetery, and expressed concern about the Concordia University Expansion Plan and its impact on surrounding traffic.

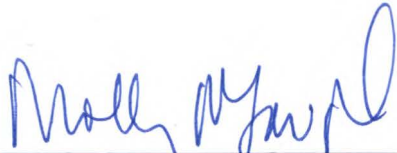
Michael Klubniken spoke in support of his friend, Ilya Tseglin, reiterating a domestic issue related his autistic son.

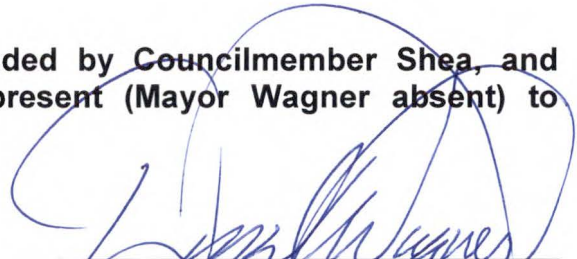
The following individuals spoke in support of affordable housing for college students:

- Cassius "Cash" Rutherford
- Aya Labanieh
- Kevin Pham
- Taylor Chanes
- Nicole Dunger
- Rafael Carrazio-Sanchez
- Leonard Butingan
- Lydia Natoolo
- Nikki Dalupang

ADJOURNMENT

Moved by Councilmember Lalloway, seconded by Councilmember Shea, and unanimously carried by those members present (Mayor Wagner absent) to adjourn the meeting at 9:49 p.m.



CITY CLERK OF THE CITY OF IRVINE

MAYOR OF THE CITY OF IRVINE

May 23, 2017

**LUTHERAN CHURCH-MISSOURI SYNOD/CITY OF IRVINE
JOINT USE OF COLLEGE FACILITIES AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into on the 25th day of February, 1993, ("Effective Date") by and between the City of Irvine, a municipal corporation ("City") and Christ College Irvine, an agency of the Lutheran Church-Missouri Synod, a Missouri non-profit corporation ("College").

W I T N E S S E T H

Whereas, College is a four-year liberal arts institution of higher education with a campus located in the Village of Turtle Rock in Irvine, the legal description of which is as follows:

That certain real property located in the County of Orange,
State of California, particularly described as follows:

Parcel 2 of Parcel Map 91-230 as shown on a map filed in Book
271, pages 7 and 8 of Parcel Maps, Official Records of Orange
County, California.

Whereas, the City Council of City has approved General Plan Amendment 4237-A and Zone Change 5232-ZC which grants College land use entitlement enabling College to expand certain facilities within its campus and to develop single family residential uses on surplus property adjacent to the campus; and

2808

Whereas, as a condition of granting the aforementioned land use entitlement, College has agreed to make various facilities located on its campus available for use by City; and

Whereas, the aforementioned condition provides that College may establish a permanent community benefit fund in lieu of making its Facilities available for use by City.

Now, therefore, in consideration of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1.0 City Use of College Facilities. In accordance with the terms and conditions set forth below, and as a condition of the City's approval of General Plan Amendment 4237-GA and Zone Change 5232-ZC, College shall make available for use by City those facilities and parking areas illustrated and described on Exhibit "A" hereto ("Facilities") and by this reference incorporated herein.

1.1(a) Semiannually, on or before February 1 and August 1 of each year, City shall submit to College for approval a proposed schedule for use of Facilities by City for the periods of March 1 through August 31 and September 1 through February 28, respectively. College shall either approve or object to City's proposed schedule within fifteen (15) days of its receipt thereof. If College does not approve or object to the proposed schedule within fifteen (15) days of its receipt thereof, the proposed schedule shall be deemed approved, unless otherwise agreed in writing by the parties.

1.1(b) College may only object to City's proposed schedule of events on the grounds an event, or events, conflict with previously scheduled College events; that it results in the City using the Facilities more than the maximum time allotted for City use thereof as set forth in Exhibit "B" hereto; and/or that it results in uses of the Facilities not

authorized by the terms of this Agreement. In the event City and College are unable to resolve scheduling conflicts, scheduled College events and activities shall take precedence over events and activities proposed by City; provided, however, City shall not be prevented from using the Facilities for the time periods allocated to it, as reflected in Exhibit "B", as a result of scheduling conflicts. If requested to do so by City, College shall produce written evidence of previously scheduled events within two (2) working days. Failure by College to provide such evidence shall preclude College from objecting to an event or events contained in the proposed schedule provided by City.

1.1.(c) In the event College objects to any City event or events in the proposed schedule of events, City shall be entitled to submit a supplemental schedule of events within thirty (30) days of its receipt of College's objections. The same provisions for objection and approval applicable to the initial proposed schedule of events shall apply to any supplemental submissions by City. Nothing contained herein shall prevent College and City from mutually agreeing to the scheduling of events on a more frequent basis, or from agreeing to schedule special events using time parameters other than those provided for herein.

1.1.(d) The Facilities shall be used by City solely for athletic activities and for no other purpose. By way of example only, the baseball field shall be used solely for baseball activities, to the exclusion of all other activities, including softball. The softball field shall be used solely for softball activities, to the exclusion of all other activities, including baseball; and the gymnasium shall be used solely for indoor athletic activities such as basketball and volleyball. The Facilities shall not be used for speakers, demonstrations, or any other non-athletic activities.

1.2 Policies, Rules and Regulations Governing Use of Facilities. Within sixty (60) days after the Effective Date, College shall promulgate and publish a manual of reasonable policies, rules and regulations (hereinafter the "Operations Manual") governing use of Facilities, including but not limited to, requirements for necessary and proper supervision of events and activities, equipment use, capacity of Facilities, emergency medical procedures and reporting requirements and designation of restricted areas. College and City shall jointly adopt and amend said Operations Manual based upon experience with this Agreement, or in order to comply with any law, statute, ordinance, or regulation enacted or promulgated by a governmental authority or any notice, directive, order, regulation or policy of an intercollegiate organization. City shall be responsible for enforcing compliance with all such policies, rules and regulations at all times during City scheduled events and activities. The Operations Manual, as well as amendments which from time to time may occur to said Operations Manual, shall not become effective until approved in writing by both College and City.

1.3. Preemption of City Events. Once City's proposed schedule for events and activities is either approved or deemed approved by College, as provided in Section 1.1 hereof, the activities and events on said approved schedule (hereinafter the "City Events") may only be preempted by College events in accordance with this Section. College may only preempt City Events with College events, in order to comply with a notice, directive, order, regulation or policy of an intercollegiate organization. In the event a City Event is preempted by a College event as provided hereinabove, College shall reimburse City for costs or expenses City incurs as a result of rescheduling or canceling its event: and shall be responsible for any resulting losses, damages, or liability for a comparable facility. City shall take all reasonable steps to mitigate costs, expenses, losses, damages, or liability

incurred as a result of rescheduling. Reimbursement to City pursuant to this section shall occur by way of a credit against amounts City would otherwise be obligated to pay College pursuant to Section 2.1 of this Agreement.

1.4. Suspension of Use of Facilities. College may, when reasonably necessary, limit or suspend use of Facilities by City in the event the Facilities, or any portion of them, become unsafe or unusable due to inclement weather or other acts of God, or to facilitate extraordinary maintenance requirements provided College complies with the notice provision of Section 1.5 if applicable. In the event it becomes necessary to limit the use of the Facilities as provided for herein, any time during which the Facilities are actually available for use shall be proportionately allocated so that City may achieve the maximum percentage of available use allocated to it as reflected in Exhibit "B."

1.5 Remodeling, Repair, Rehabilitation, Maintenance and Relocation of Facilities.

1.5(a) College may remodel, repair, rehabilitate, rearrange, relocate, or conduct maintenance upon any of the Facilities depicted on Exhibit "A" hereto. College shall schedule all remodelling, repairing, rehabilitation, rearrangement, relocation, or maintenance of the Facilities (hereinafter "Repair Activity") in a manner allowing it to provide notice of the same to City prior to January 1, if said Repair Activity will occur from the period of March 1 through August 31, or prior to July 1 in the event the Repair Activity will occur during the period of September 1 through February 28.

1.5(b). In the event Repair Activity becomes necessary, in order to protect the health and safety of persons using facilities, and said necessity precludes providing the above-referenced notice, should the Repair Activity conflict with one or more City

Event(s), College may proceed with Repair Activity on an emergency basis, but shall first provide City with written notice as far in advance thereof as possible. College shall endeavor to provide notice not less than thirty (30) days prior to commencement of Repair Activity conducted on an emergency basis. During any Repair Activity, College shall endeavor to keep disruption and interference with City Events to a minimum. Moreover, in the event use of the Facilities becomes limited during any period in which Repair Activity is occurring, any time during which the Facilities are actually available for use shall be proportionately allocated so that the City may achieve the maximum percentage of available use allocated to it as reflected in Exhibit "B."

1.6 Sales of Food and Beverages at City Events. College shall have the sole and exclusive right, but not the obligation, to sell, or cause to be sold, food and beverages at City Events. College may assign its right to sell food and beverages at City Events to the City. In the event College chooses not to sell or cause to be sold food and beverages at City events, College shall notify City in writing at the time of semi-annual facilities request application and College shall assign its right to do so to City. When City is authorized by College to sell food and beverages at City Events, City shall supervise, or cause to be supervised, all sales of food and beverages at City Events in accordance with the Operations Manual. Sale or consumption of alcoholic beverages at the Facilities during City Events are hereby prohibited.

1.7 Supervision of City Events. In accordance with the Operations Manual City shall supervise, or cause to be supervised, all City Events with personnel qualified for that purpose, including but not limited to, personnel necessary to maintain security of Facilities, related parking areas and any other portion of College's campus being used in connection

with City Event. The minimum level of supervision provided by City hereunder shall be equal to the level of supervision provided by City for similar events conducted on property owned or maintained by City. Nothing contained herein shall be construed as relieving College from any obligation it may have to provide security on its campus notwithstanding the occurrence of a City Event. However, this section shall not be construed so as to impose an obligation on College to supervise City Events.

2.0 Preparation and Maintenance, of Grounds, and Equipment. College shall prepare Facilities, grounds and equipment, and perform janitorial services therefor, in a manner and condition that College, in its sole and absolute discretion, deems appropriate. College shall be responsible and liable for any claims for damages to persons or property resulting from the condition of the Facilities, unless altered by City, and shall be obligated to indemnify and hold harmless the City for such claims consistent with Section 6.0(b) hereof. Preparation of Facilities for City Events may include, but not be limited to, unlocking and securing Facilities, marking fields, installing bases, nets, and other items of equipment necessary to conduct City Events. City shall submit to College plans for marking of Facilities and installation of equipment thereon no later than ten (10) work days prior to each City Event for which such markings and equipment installation are necessary. City shall reimburse College for such Facilities, grounds, and equipment preparation, maintenance, and janitorial services actually supplied by College in accordance with the terms and conditions set forth below. College may assign responsibility for preparation of Facilities to City, provided City desires and accepts such an assignment as reflected by a written instrument.

2.1 Payment for Grounds and Equipment Preparation, Maintenance, and Janitorial Services. College shall submit monthly invoices to City for the proportion of actual costs incurred by College for electrical, gas, water and refuse disposal services attributable to use of Facilities by City; as well as for the actual costs incurred by College as reflected in Exhibit C, attributable to the preparation of Facilities, grounds and equipment for City Events, as well as for providing maintenance, janitorial, electrical, gas, water and refuse disposal services for City Events. City shall submit payment to College for such invoices on or before the forty-fifth (45th) day following its receipt of the same. College shall make available for inspection by City all financial data used to calculate and prepare the invoices. In the event it is determined after good faith discussion between representatives of City and College that any invoice provided City pursuant to this Section is for an amount greater than the proportion of actual costs incurred by College attributable to use of the Facilities by City hereunder, City shall be credited the difference on future invoices provided pursuant to this Section.

2.2 Repair of Damage Caused by City. Whenever necessary to protect the health and/or safety of users of Facilities or any other portion of the College campus, College may undertake or cause to be undertaken, at City's expense, emergency repair of any damage to Facilities or any other portion of the College campus caused by, a City Event. College shall provide City 24-hour written notice prior to undertaking or causing the undertaking of emergency repairs of Facilities pursuant to this Section, which notice shall describe the repairs to be made. During said 24 hours period City may, at its own expense, undertake or cause to be undertaken the emergency repairs. In the event, the nature of a particular emergency situation is such that providing the aforesaid 24-hour

notice would not be reasonable, said 24-hour notice provision shall not be applicable. College may undertake, or cause to be undertaken, repair of all other damage to Facilities or any other portion of the College campus caused by a City Event. College shall provide City with ten (10) days written notice prior to undertaking or causing the undertaking of, any such repairs not required to preserve the health and/or safety of users of Facilities, or any portion of them. During said ten (10) day period City may, at City's expense, undertake or cause to be undertaken the repair of such damaged Facilities or College campus; provided, however, that College shall first approve the undertaking of such repairs by City. In the event College undertakes, or causes to be undertaken, repair of Facilities and/or the College campus in accordance with this Section, City shall reimburse College for the cost of such repairs within forty-five (45) days of submission of invoices therefor. In applying this Section, City shall only be financially responsible for damages caused to Facilities or College campus, which result from misuse or negligent use during City Events. College shall have the sole financial responsibility for routine maintenance repairs.

3.0 Alteration of Facilities. City shall not structurally alter, remodel, rearrange or otherwise change, or permit the structural alteration, rearrangement or changing of Facilities without the prior written approval of College. Subject to prior approval by College, City may install, or cause to be installed, temporary or permanent signs, equipment storage facilities, telephones and other appropriate facilities to support City Events on College's campus. College shall maintain such City installed Facilities at City's expense and shall include the actual costs it incurs for maintenance therefor in the invoices submitted to City in accordance with Section 2.1 hereof. Upon receiving City's written consent, and at City's sole expense, College may remove or relocate, or cause to be

removed or relocated City installed facilities or any part or portion of them if such removal and/or relocation is necessary to accommodate College functions. City shall not unreasonably withhold its consent. Removal and/or relocation of City-installed facilities shall be in accordance with the then current Master Plan for College's campus as set forth in the Conditional Use Permit for College approved by City.

4.0. General Liability Insurance. From and after the Effective Date, City shall at all times during the pendency of this Agreement maintain in force a policy of general liability insurance naming College and its officers, directors, and staff, as additionally insureds in a minimum face amount of ten million dollars (\$10,000,000.00) for all annual occurrences, and two million dollars (\$2,000,000.00) per occurrence in a form and content acceptable to College, covering personal injury and damage to property, including Facilities and all other assets, buildings, grounds, fixtures, and improvements, whether permanent or temporary, located on or within College's campus, and personal injury and property damages sustain by third parties, all arising out of any City Event or other use of Facilities by City. The face amount of general liability insurance coverage may be adjusted each year, but shall not be decreased, in accordance with the annual change in the Consumer Price Index (Los Angeles/Anaheim/Riverside - All Items) ("CPI"), using the then most recent one-year CPI figures available preceding the policy expiration date. The City may satisfy the requirements of this Section by and through statutorily authorized self insurance.

From and after the Effective Date, College shall at all times during the pendency of this Agreement maintain in force a policy of general liability insurance naming City, and its officers, officials, and agents, as additionally insureds in a minimum face amount of ten million dollars (\$10,000,000.00) for all annual occurrences, and Two Million Dollars

(\$2,000,000.00) per occurrence in a form and content acceptable to City, covering personal injury and damage to property, and personal injury and property damages sustained by third parties, arising out of any City Event or other use of the Facilities or College's campus by the City. The face amount of the general liability insurance coverage may be adjusted each year, but shall not be decreased, in accordance with the annual change in the Consumer Price Index (Los Angeles/Anaheim/Riverside-all items), ("CPI"), using the then most recent one (1) year CPI figures available preceding the policy expiration date.

5.0. Worker's Compensation Insurance. City and College each acknowledge their statutory obligations with respect to Workers' Compensation Insurance as required by the California Labor Code, and agree to at all times comply with such statutory obligations. Before execution of this Agreement by City, College shall file with the City and the City shall file with the College a certificate of insurance reflecting statutory Worker's Compensation limits, as well as a signed certification in a form substantially conforming with the following:

I am aware of, and will comply with, Divisions 4 and 5 of the California Labor Code by securing, paying for, and maintaining in full force and effect for the duration of this contract, complete Workers' Compensation Insurance.

It is expressly agreed and acknowledged that College's employees, agents, volunteers or independent contractors performing services required by this Agreement (i.e., preparation or maintenance of the Facilities, or janitorial, security or other services attributable to a City Event) shall not be considered employees or agents of City and further that College shall be responsible to ensure that the individuals are covered by

Workers Compensation Insurance. The City, its officers, officials, employees, and agents will not be responsible for any claims in law or equity occasioned by failure of College to comply with this section, and College agrees to indemnify and hold City, its officers, officials, agents, and employees and volunteers harmless from any such claims.

It is expressly agreed and acknowledged that City's employees, agents, volunteers or independent contractors performing services required by this Agreement (i.e., preparation or maintenance of the Facilities, or janitorial, security or other services attributable to a City Event) shall not be considered employees or agents of College and further that City shall be responsible to ensure that the individuals are covered by Workers Compensation Insurance. The College, its officers, officials, employees, and agents will not be responsible for any claims in law or equity occasioned by failure of City to comply with this section, and City agrees to indemnify and hold College, its officers, officials, agents, and employees and volunteers harmless from any such claims.

6.0(a). Indemnification. City agrees to indemnify College, its officers, officials, agents, employees, and volunteers, against and will hold and save them and each of them harmless from, any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with City's negligent or willful actions or omissions occurring in the use of either the Facilities, or College's campus, for any event or activity pursuant to the terms of this Agreement.

6.0(b). College agrees to indemnify City, its officers, officials, agents, employees, and volunteers, against, and will hold and save them and each of them harmless from, any and all actions, claims, damages to persons or property, penalties, obligations or liabilities

that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with College's negligent or willful actions or omissions occurring in the use of either the Facilities, or College's campus, for any event or activity pursuant to the terms of this Agreement.

7.0. Term. Except as otherwise provided below, this Agreement shall constitute a covenant running with the land hereinabove described and shall remain in effect in perpetuity from the date this Agreement is recorded. On the fifth anniversary date of this Agreement and each anniversary thereafter, College may pay to City two million dollars (\$2,000,000) for establishment of a Community Benefit Fund. In the event College elects to tender the Community Benefit Fund Payment pursuant to this Section 7.0, this Agreement shall terminate and the parties shall execute and record all documents necessary to reflect such termination. College shall thereafter have no obligation to make the Facilities available for use by City.

8.0 Remedies for Breach. Either party to this Agreement shall be entitled to all available remedies at law or in equity for breach of this Agreement. Additionally, in the event of a material breach of this Agreement by College, or any successor to College's interest, such as a refusal to allow City to use the Facilities as provided for herein, City may seek a judicial declaration that this Agreement may be terminated and College, or any successor to College's interest, shall be required to tender the Community Benefit Fund Payment to City pursuant to Section 7.0 hereof, as if College elected to tender the Community Benefit Fund Payment pursuant to Section 7.0.

9.0 Impact of Operational Changes by College. Any operational changes by College shall have no impact on the terms of this Agreement or the availability of the

Facilities for City pursuant hereto, nor shall they be applicable to City's use of the Facilities hereunder. For purposes of this Section operational changes shall refer to such items as a decision to charge for admission to events, or the campus, or to charge for parking at the Facilities. College shall take no action which in any way impedes, restricts, or otherwise interferes with access to the Facilities by the City for or related to, approved City events or responsibilities or duties described in this Agreement.

10.0 Severability. Invalidation of any provision of this Agreement by a court of competent jurisdiction shall not affect any of the other provisions, which shall remain in full force and effect.

11.0 Estoppel Certificates. From time to time, upon College's written request, City shall execute an estoppel certificate or certificates in a form prepared by or on behalf of College or any existing or prospective mortgage lender having or proposing to obtain a security interest in College's campus, with such certificate(s) stating whether College is in default hereunder (and, if so, the nature and extent of such default) and such other matters relating to the status of this Agreement as to which College (or its lender) may then inquire.

12.0 Section Headings. The various section heading in this Agreement are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any provision thereof. All uses of the word "Section" in this Agreement are references to sections of this Agreement.

13.0 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

14.0. Notices. All notices, demands, approvals, consents, or other communications required or desired to be given under this Agreement shall be in writing and shall be mailed, delivered, or transmitted to the party involved at the address indicated below:

If to City: City of Irvine
One Civic Center Plaza
P.O. Box 19575
Irvine, CA 92713-9575
Attn: Director of Community Services

If to College: Christ College Irvine
1530 Concordia
Irvine, CA 92715
Attn: Vice President of College Services

Each such notice, demand, approval, consent, or other communication shall be deemed effective and given (i) upon receipt, if personally delivered, (ii) upon being transmitted, or sent by telegram, telex or telecopy, (iii) two (2) business days after deposit in the United States mail in Orange County, certified and postage paid, properly addressed to the party to be served, or (iv) upon receipt if sent in any other way. Any party hereto may from time to time, by written notice to the other, designate a different address than that set forth above for the purposes of notice.

15.0. Collection Costs and Attorneys' Fees: In the event of any legal action for enforcement of any of the terms or conditions of this Agreement, the prevailing party in

such action shall be entitled to recover its reasonable costs and expenses, including, without limitation, reasonable collection costs, attorney's fees, and costs. Attorneys' fees shall include all other reasonable costs for investigating such action, including the taking of depositions and discovery, and all other necessary costs incurred in the litigation.


16.0 Integration. This Agreement represents the entire integrated agreement between the parties and supersedes all prior negotiations, representations, or promises, whether written or oral. This Agreement may only be amended by a written instrument properly executed by both parties.

17.0 Additional Documents Both parties agree to execute and deliver all documents necessary to effectuate the purposes, terms, and conditions of this Agreement.

18.0 Corporate Warranty The undersigned Representative of College hereby represents and warrants that he has been duly authorized to execute and enter this Agreement. Prior to recordation of this Agreement, College shall provide City with a duly authorized corporate resolution reflecting such authorization.

IN WITNESS THEREOF, this Agreement is executed by the parties to be effective as of the Effective Date.

CITY OF IRVINE, a municipal corporation

By: 
Mayor

Date: March 11, 1993

ATTEST

By: Constance M. Hauck 3/15/93
City Clerk

APPROVED AS TO FORM

By: [Signature]
City Attorney

The Lutheran Church-Missouri Synod, a Missouri non-profit corporation, by Christ College Irvine, an agency of the Lutheran Church-Missouri Synod.

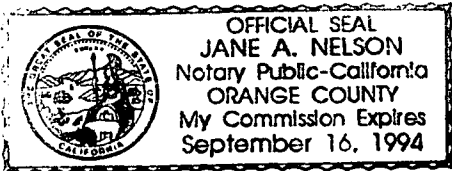
By: D. Ray Halm
D. Ray Halm, President
Christ College Irvine

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5193

State of CA
County of Orange
On 3-16-93 before me, Jane A. Nelson - Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"
personally appeared D. Ray Halm
NAME(S) OF SIGNER(S)

personally known to me - OR - 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.



WITNESS my hand and official seal.

Jane A. Nelson
SIGNATURE OF NOTARY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)
TITLE(S) _____
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

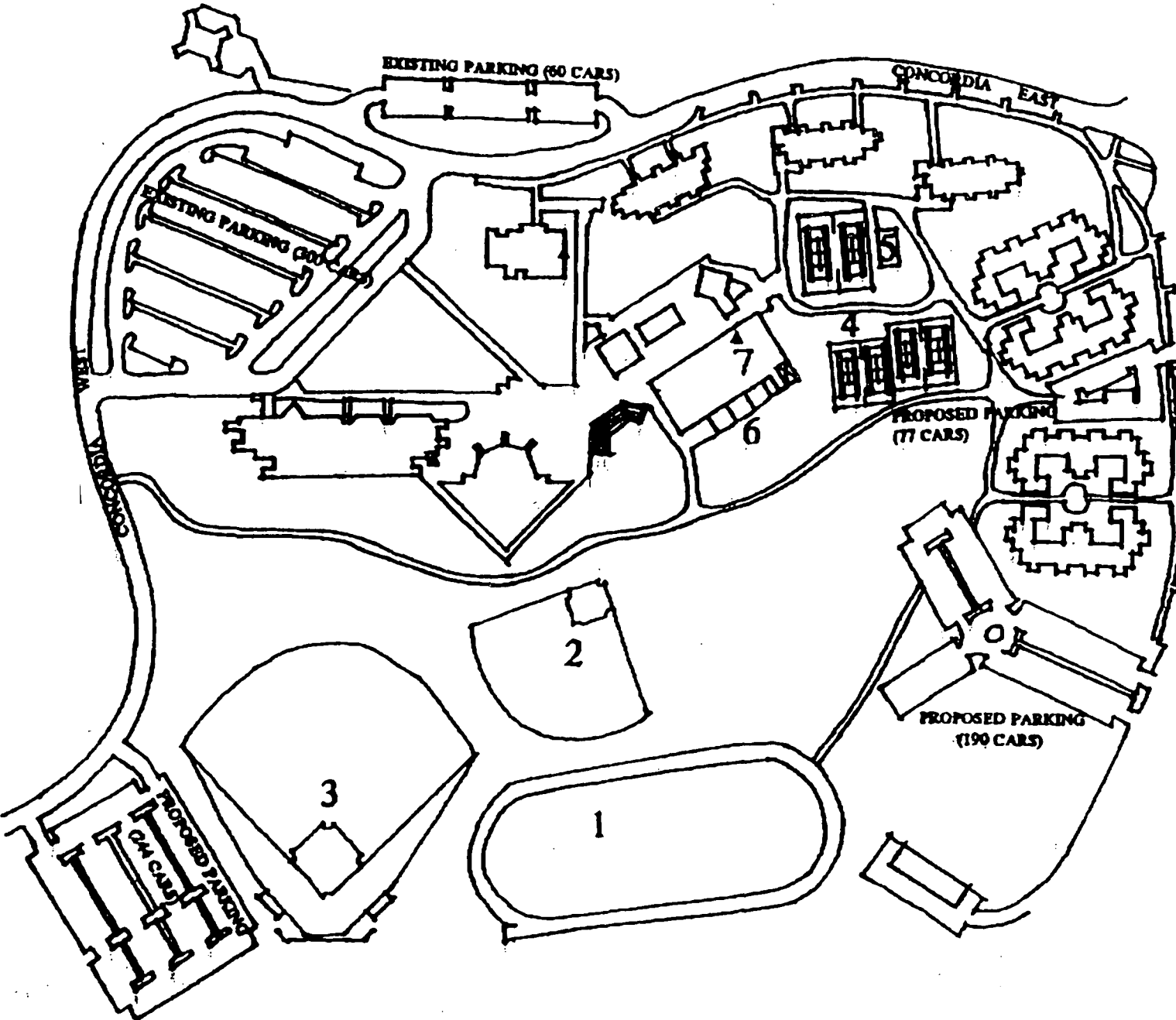
TITLE OR TYPE OF DOCUMENT _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

SIGNER(S) OTHER THAN NAMED ABOVE _____

NOTE: PARKING PROVIDED ON SITE FOR USES SHOWN.



LEGEND

NOTE: THE FOLLOWING SPECIFIC COLLEGE FACILITIES REPRESENT FACILITIES ADDRESSED AND INCLUDED IN THE JOINT USE AGREEMENT.

- 1 TRACK/SOCCER FIELD
- 2 SOFTBALL FIELD
- 3 BASEBALL FIELD
- 4 TENNIS COURTS (6)
- 5 VOLLEYBALL
- 6 RACQUETBALL
- 7 GYMNASIUM *
- ▲ RESTROOM

* Includes Aerobics room

CAMPUS MAP

CHRIST COLLEGE IRVINE EXHIBIT A

to Attachment 2 of the October 10, 2017 City Council staff report



CHRIST COLLEGE IRVINE FACILITY AVAILABILITY AND PERCENTAGE USE SCHEDULE

Exhibit B has been developed to identify the specific availability of joint use facilities, as well as the overall total percentage of use Christ College Irvine has agreed to guarantee the City of Irvine. It is also based on the total use of the facilities. Actual use without fee shall not exceed the percentages of use listed, unless the College agrees, in writing.

- The column, "Facility," identifies actual campus facility and includes parking as stipulated in Exhibit A.
- The column, "Date/Time," specifies the times of day and/or year the College shall present the facilities to the City for joint use. Within these times, the City shall schedule the facilities as presented in Section 1.0, "City Use of College Facilities", of this Agreement and other times as may occur in writing by both parties.
- The column, "Percentage of Use," identifies the total percentage of use based on total use of these facilities.

EXHIBIT B

**CHRIST COLLEGE IRVINE FACILITIES DESCRIPTION
AND PERCENTAGE OF USE AVAILABILITY**

<u>Facility</u>	<u>Dates/Time</u>	<u>% of Time Available to City of Irvine</u>
Gymnasium w/ locker/ shower facilities and aerobics room	Monday and Wednesday evenings 7-10:30pm. 7am-4pm, Saturdays, all year. 7am-6pm, Sundays, all year.	100%
Tennis Courts	Monday through Sunday 9am until dusk, all year.	10%
Baseball Diamond	Monday through Sunday May 16 through Labor Day Dawn until dusk. All Sundays of the year Dawn until dusk.	15%
Softball Diamond	Monday through Sunday May 16 through Thanksgiving Day and All Sundays of the year Dawn until dusk.	25%
Soccer Field	Monday through Sunday June 1 through August 15 Dawn until dusk. All Sundays of the year. All Saturdays, December 1 through May 31 Dawn until dusk.	30%
Volleyball (outdoor sand court)	Monday through Sunday 9am until dusk, all year.	1%
Racquetball (outdoor)	Monday through Sunday 9am until dusk, all year.	1%

CHRIST COLLEGE IRVINE FACILITIES, GROUND AND EQUIPMENT PREPARATION, MAINTENANCE, JANITORIAL SERVICES OUT-OF-POCKET COST SCHEDULE--JOINT USE AGREEMENT

Basis of Reimbursable Out-of-Pocket Expenses:

Costs listed are based on requirements of management, labor involved in set-up and take-down of equipment, preparation of field, custodial services required, direct utility costs, and College cost of materials. Rates apply from time of unlocking or availability of facility through completion of lock-up.

Specific Cost Factors:

Labor

The hourly rate of current personnel was used to determine the basis. Hourly pay plus pro-rated costs of benefits was utilized. Calculated to be \$14.50/hour based on current contract.

Materials

Actual current cost of materials based on current usage for the particular facility/activity.

A. Electrical

Wattage X quantity of units X 0.001 kw/watt X cost of electricity/kwh=hourly rate.

B. Gas

Estimated. Becomes a factor only in use of shower rooms. Actual cost there would be dependent upon the number of individuals involved and hence quite variable.

C. Water/Sewer

Was not included.

D. All other materials

At actual costs.

Special custodial, security, maintenance needs not listed below will cost \$14.50/hour for such services plus cost of materials, if any, provided or utilized.

Users are expected to pick up all trash resulting from their group's activities. No reimbursement will be due for trash placed in waste receptacles normally available in or on the facility used. If volume of trash generated requires more than the normal number of receptacles a reimbursement of \$10.00 for each 3 yard bin required will be due. An hourly rate of \$14.50 for each hour will also be due, if College labor is required to pick up and/or dispose of trash.

EXHIBIT C

Lining of athletic fields and installation of equipment shall be done under the direct supervision of CCI personnel.

Costs may be adjusted annually in accordance with the annual change in the Consumer Price Index (Los Angeles/Anaheim/Riverside-all items), ("CPI") , using the then most recent one (1) year CPI figures available.

NOTE:

This cost schedule does not include nor require any reimbursement to the College for the capital cost or replacement of any facility or the cost of repair of any facility made necessary by the wear and tear from normal use.

In addition it does not include nor require any reimbursement to the College for administrative and overhead costs associated with the use of the facilities for city sponsored events.

This cost schedule is limited to those direct out-of-pocket additional operating expenses which are due solely to the actual city sponsored events which take place in or on College owned facilities.

Normal Rental Rates for the 1992/93 Academic Year that apply to outside users are listed for comparison.

Facility	Out of Pocket Expenses to be Reimbursed to the College	
	Flat Cost	Per Hour Cost
Indoor Facilities/Buildings		
<i>Gymnasium and Aerobics Room</i> ¹		Mgr. \$14.50
Use of floor, bleachers, restrooms for an event		Util \$1.50
Volleyball set-up per court	\$10.00	N/C
Use of Locker Rooms	\$10.00	N/C
Protective cover on Gym floor	\$116.00	N/C
Outdoor Facilities		
<i>Tennis Courts (6)</i>		
Use as is	N/C	N/C
Power blown (per 2 courts)	\$7.00	N/C
Washed	\$14.00	N/C
<i>Racquet Ball Courts (3)</i>		
Use as is	N/C	N/C
<i>Sand Volley Ball Court</i>		
Use as is	N/C	N/C
<i>Track</i>		
Use as is	N/C	N/C
Prepare for meet (spike, drag and line)	\$65.00	N/C
<i>Soccer Field</i>		
Use as is	N/C	N/C
Prepare for game (lining)	\$43.00	N/C
<i>Softball Field</i>		
Use as is	N/C	N/C
Full game preparation (raking, wetting and lining)	\$30.00	N/C
Drag/Line/Bases	\$23.50	N/C
Drag/Line/Including Home Plate	\$21.50	N/C
Line Only	\$17.50	N/C
Drag Only	\$14.50	N/C
<i>Baseball Field</i>		
Use as is	N/C	N/C
Full game preparation (raking, wetting and lining)	\$50.00	N/C
Drag/Line/Bases	\$43.00	N/C
Drag/Line/Including Home Plate	\$35.00	N/C
Line Only	\$17.50	N/C
Drag Only	\$14.50	N/C

¹ Example:

A three hour volleyball tournament using all three courts and the locker rooms would require a total reimbursement of \$58.00 ($\16.00×3 plus $\$10.00 = \58.00).

**OPERATIONS MANUAL FOR
LUTHERAN CHURCH-MISSOURI SYNOD/CITY OF IRVINE
JOINT USE OF COLLEGE FACILITIES AGREEMENT**

PURPOSE

The primary purpose of this Operations Manual is to provide rules, regulations and policies pertaining to the use and operation of specific Christ College Irvine recreational facilities, as shown in Exhibit A of the Joint Use Agreement. This Operations Manual will be included in, and be a part of, the Joint Use Agreement between the City of Irvine (hereafter referred to as "the City") and Christ College Irvine (hereafter referred to as "the College"). Nothing in the Operations Manual is intended to or shall be construed as replacing or changing the language or intent of the Joint Use Agreement as approved by both parties on _____, 1993. The terms of the Agreement shall control in the event of any inconsistency or ambiguity between the terms of the Agreement and this Operations Manual.

DEFINITIONS

1. City - The City of Irvine, a municipal corporation.
2. College - Christ College Irvine, agency of the Lutheran Church - Missouri Synod, a Missouri non-profit corporation.
3. Facilities - College facilities and parking areas illustrated and described on Exhibit 'A' of the Joint Use Agreement between the City and the College.
4. Event Supervisor - Person or personnel designated to oversee and maintain security of facilities, related parking areas and any other portion of College's campus pursuant to the terms of the Agreement.
5. The Agreement - The Joint Use Agreement entered into between Christ College and the City of Irvine on _____ 1993.

RESERVATIONS

1. All applications for reservations must be on official City forms and shall be submitted to, and approved by the City with copy to Christ College Irvine. Reservations and use of College facilities shall be consistent with the requirements of Section 1.0 of the approved Joint Use Agreement.
2. All applications must be submitted consistent with City policies for use of other City facilities.

EXHIBIT D

GENERAL RULES AND REGULATIONS

1. The City will not hold the College responsible for the loss, damage, or theft of equipment or articles owned by the user.
2. At least one adult chaperon or supervisor will be required for every fifteen (15) children at youth events. Chaperons or supervisors must be 18 years or older.
3. The following are prohibited at all College facilities, including outdoor athletic fields and courts:
 - a. Possession and/or consumption of alcoholic beverages, drugs or narcotics.
 - b. Drinks served in glass containers.
 - c. Smoking inside any building facility.
 - d. Storage of private property on College property is limited to those facilities, if any, specifically provided by City to support City events on College campus.
 - e. Use of any building as a mailing address.
 - f. Unauthorized vehicle traffic.
 - g. Unsafe vehicle operation.
4. The College employee in charge of any facility is authorized to enter any field or athletic area at any time in the performance of his/her duties. In the use of any facility, individuals and groups shall be subject to the direction of the College employee in charge of the facility. Such direction shall not conflict with any terms of the Agreement.
5. Any decorations, signs, etc. attached to facilities, walls, fences, poles or other permanent campus fixtures must be attached in a fashion so as to preclude any physical damage to surfaces or leaving any residue on the surfaces of facilities (e.g., use of nails, screws, duct tape, liquid nails, etc. is prohibited). All decorations, signs, etc., must be removed immediately following the City event. Signs and banners are limited to maximum size of four (4) feet by eight (8) feet.
6. In the event that equipment not normally available at the requested facility is to be used, it must be requested in advance. The City may be charged costs incurred in arranging for delivery and set up of any additional equipment, consistent with the fee schedule in Attachment C of the Agreement.
7. College owned sound systems, electrically operated scoreboards, etc. must be operated by College technicians or by a qualified agent of the City when assigned by the College. Requests for use of College owned sound systems, electrically operated scoreboards, etc., must be identified on the facilities application.
8. The College will allow amplified music only in the gymnasium and under controlled circumstances. The intended use of the College facilities does not include use as a dance or concert hall.

The following rules will be strictly enforced:

- a. Amplified music may be used only with advance written permission from the College, and must be requested at the time the facility use application is made.
 - b. Music must be kept at a reasonable volume, as determined by College staff.
9. All groups using the College facilities must be out of the building(s) or off the outdoor athletic fields and courts by 10:30 p.m. daily.
 10. Except for seeing eye dogs, animals are not allowed inside of College facilities.
 11. The City is responsible for returning all items used to their original places, properly disposing of garbage, and cleaning whatever is necessary. It is essential that the College facilities be left in the condition existing prior to its use for the City event.
 12. The College shall notify the City of any activities in violation of the conditions, rules and regulations of the Agreement and request that such actions immediately cease. In the event the activity continues, the College shall notify the event supervisor and request that such action immediately cease.

Additional rules and regulations, specific to each College facility, are listed below.

OUTDOOR ATHLETIC FIELDS AND COURTS

1. The College shall provide only the equipment that is attached to or an integral part of the facility, such as bases, goals, scoreboards, nets, etc. Items such as bats, balls, players' and officials' protective gear, etc., shall not be provided by the College. Athletic and sports items provided by individual groups shall be the sole responsibility of such groups, and shall be removed from the College facilities as soon as feasible after completion of the event, or stored in facilities specifically provided by City for City users.
2. For City events, the City shall be responsible for providing appropriate first aid/emergency personnel and services. The College will not have first aid or trainer personnel services on duty. For outdoor field events, the nearest phone service regularly provided on campus will be the outdoor pay phone outside Hallerberg Hall or the security patrol officer on duty.
3. Restrooms available for City users of outdoor athletic fields and courts will be the gym locker rooms. College is to assure these restrooms are available for all City allocated outdoor events.

GYMNASIUM

1. No food or beverages are allowed to be served or consumed in the gym or on the gym balcony. No exceptions.

2. Activities on the main gym floor require all participants to wear non-scuff rubber soled gym shoes, unless a protective tarp, as approved by the College, has been placed on the floor.
3. Tables, furnishing, chairs or other objects that might damage or mar the playing floor surface require that protective mats be placed on the gym floor before being brought in.
4. The College shall designate a College employee who will be in charge of the gym facility and shall be responsible for set up and operation of College owned equipment (backboards, scoreboard, volleyball nets, bleachers, etc.) for City events. During City Events, the College employee in charge of the facility shall ensure that all requested and authorized equipment is available and operable, gym floor is periodically dust mopped, restroom facilities are stocked and maintained, and that life-safety regulations related to use of facilities are observed. The College employee in charge of the gym facility will work with the assigned responsible party from the City for the City Event to ensure above requirements and responsibilities are adhered to.
5. Fire/safety codes require a minimum six feet clear space for entrance and exit of the balcony. Therefore, setup of tables, chairs, displays, etc. on the balcony shall maintain a minimum of six foot wide unobstructed passage for all required avenues of entrance and exit.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY OF IRVINE
One Civic Center Plaza
P.O. Box 19575
Irvine, CA 92623-9575
Attn: City Clerk

(Space Above this Line is for Recorder's Use Only)

This Agreement is recorded at the request and for the benefit of the City of Irvine and is exempt from the payment of a recording fee pursuant to Government Code § 6103.

**FIRST AMENDMENT TO THE -MEMORANDUM OF UNDERSTANDING AND
COVENANTS**

Between CITY OF IRVINE and CONCORDIA UNIVERSITY

For

Concordia University's Campus Master Build-Out Plan Update

**(Conditional Use Permit Modification 00612052-PCPU, Zone Change 00629029-PZC, &
Environmental Impact Report SCH No. 2015091023/File No. 00618828-PCLE)**

AGREEMENT

THIS FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING AND COVENANTS ("FIRST AMENDMENT") is made this ____ day of _____, 2018 ("Effective Date"), by and between the CITY OF IRVINE, a California charter city ("City"), and CONCORDIA UNIVERSITY, a California nonprofit religious corporation ("Concordia") for the purpose of amending that certain Memorandum of Understanding and Covenants between City of Irvine and Concordia University for Concordia University's Campus Master Build-Out Plan Update, dated May 9, 2017, which was recorded in the Official Records of Orange County on June 13, 2017 as Document No. 2017000241015 (the "MOU"). The City and Concordia are sometimes referred herein individually as a "Party" and collectively as the "Parties."

RECITALS

The Parties enter into this FIRST AMENDMENT on the basis of the following facts, understanding, and intentions:

A. Concordia is the owner of that certain property located at 1530 Concordia West in Planning Area 21, Turtle Rock and more particularly described and depicted in Exhibit A to the MOU, attached thereto and incorporated herein by this reference (the "Property"). The Property is generally south of University Drive, west of Ridgeline Drive, north of Turtle Rock Drive, and east of Culver Drive.

B. In May of 2017, the Parties entered the MOU. Section 2.B of the MOU addresses the maximum Daily Trip Cap (as that term is defined in Condition 6.21 to Planning Commission Resolution 17-3598).

C. At the time the Parties entered the MOU, the Property was also subject to that certain Lutheran Church-Missouri Synod/City of Irvine Joint Use of College Facilities Agreement, dated February 25, 1993 and that certain First Amendment to Lutheran Church-Missouri Synod/City of Irvine Joint Use of College Facilities Agreement, dated August 21, 1996, both of which were recorded together in the Official Records of Orange County on July 13, 2016 as Document No. 2016000317491 (collectively, the "Joint Use Agreement"). Through the Joint Use Agreement, Concordia's predecessor, Christ College Irvine, an agency of the Lutheran Church-Missouri Synod, a Missouri non-profit corporation agreed to make various facilities located on the Property available for use by the City.

D. On October 10, 2017, the City Council directed City staff to terminate the Joint Use Agreement in order to reduce City-related traffic to and from the Property. To that end, the parties executed that certain Lutheran Church-Missouri Synod/City of Irvine Joint Use of College Facilities Agreement, dated _____, October 10, 2017, which was recorded in the Official Records of Orange County on _____, January 31, 2017 as Document No. 2018000035556.

E. The Parties agree that, on average, City-related events authorized by the Joint Use Agreement generated 54 trips per weekdays. Terminating the Joint Use Agreement has eliminated these City-related trips. To that end, the purpose of this MOU is to memorialize the understanding of the City and Concordia that, in exchange for the City's agreement to terminate the Joint Use Agreement, Concordia has committed to reduce the maximum Daily Trip Cap for the Property (as that term is defined in Condition 6.21 to Planning Commission Resolution 17-3598) ~~for the Property~~ by 54 trips (i.e., from 4,732 trips per day while the Joint Use Agreement was in effect to 4,678 trips per day after termination of the Joint Use Agreement) and to establish that this commitment is a covenant running with the land.

NOW, THEREFORE, and in consideration of the mutual covenants contained herein, the Parties mutually agree to the following:

SECTION 1. INCORPORATION OF RECITALS.

The Recitals set forth above are incorporated herein by reference as if fully restated.

SECTION 2. AMENDMENT TO COVENANTS IN MOU.

As of the Effective Date, Section 2.B of the MOU, including the copy of Section 2.B in Exhibit D to the MOU, is hereby rescinded and replaced with the following:

B. The Maximum Daily Trip Cap Cannot Exceed Pre-Project Conditions of 4,678 Trips Until, At Earliest, Phase 3 of the Campus Master Build-Out Plan.

~~On-road traffic counts that the City conducted in October of 2014 indicate that, prior to the City's approval of the Project, Concordia's use of the Property generated a two-way volume of up to Per Section 2.B of the MOU, the maximum Daily Trip Cap (as that term is defined in Condition 6.21 to Planning Commission Resolution 17-3598) for the Property was 4,732 vehicle trips per day. 4,678 of those trips were attributable to Concordia and 54 trips were attributable to the City, exercising its rights under the Joint Use Agreement. The City has since terminated the Joint Use Agreement. As a result, there are no longer any trips attributable to the City.~~

Concordia understands, agrees, and covenants that, until such time as it obtains approvals to proceed with Phase 3 of the Campus Master Build-Out Plan (as updated by the City's approval of the Project, and any subsequent discretionary approval), the maximum Daily Trip Cap (as that term is defined in Condition 6.21 to Planning Commission Resolution 17-3598) shall not exceed 4,678 trips per day, regardless of the amount of actual existing institutional square footage on the campus. Concordia understands, agrees, and covenants that, notwithstanding Condition 6.21 to Planning Commission Resolution 17-3598, increasing the actual existing square footage on the campus during Phases 1 and 2

beyond pre-Project conditions (of approximately 243,571 square feet) shall not increase the maximum Daily Trip Cap.

The intent of this covenant is to ensure “net zero” additional vehicle trips until, at the earliest, Concordia obtains approvals to proceed with Phase 3 of the Campus Master Build-Out Plan (as updated by the City’s approval of the Project and any subsequent discretionary approval), which will require additional environmental (CEQA) analysis, including a traffic study and may coincide with completion of certain City-approved intersection improvements at University Drive and Ridgeline Drive/Rosa Drew Lane.

Concordia further understands, agrees, and covenants that failure to comply with the maximum Daily Trip Cap of 4,678 trips per day until, at the earliest, Concordia obtains approvals to proceed with Phase 3 of the Campus Master Build-Out Plan (as updated by the City’s approval of the Project and any subsequent discretionary approval), entitles the City to utilize any or all of the enforcement mechanisms set forth in State, Federal or local law (including, without limitation, the City’s Municipal Code and Zoning Ordinance), and in Condition 6.21 to Planning Commission Resolution 17-3598, including without limitation, requiring Concordia to reduce on-campus activities and/or implement transportation demand management measures (such as carpooling, use of alternative modes of transportation, and parking management) to ensure immediate compliance with trip cap limitations, and requiring Concordia to demonstrate compliance with trip cap limitations prior to obtaining development approvals (including without limitation grading and building permits) for uses within the campus.

The covenants set forth in this Section 2.B are intended to clarify, amplify, and supplement Conditions 6.21, 6.24 and 6.25 to Planning Commission Resolution 17-3598 (Ex. B to the MOU) and Mitigation Measure (MM) Number 9-1 to the MMRP (Ex. C to the MOU). The Parties further understand, agree, and covenant that, except as set forth above in this Section 2.B, theis MOU and this FIRST AMENDMENT does not change any requirement for “vehicle trip cap and monitoring” set forth in Condition 6.21 or Mitigation Measure Number 9-1, including, without limitation, the requirement that daily trip generation shall not exceed 5,500 daily trips at full campus build-out (i.e., 321,220 square feet of institutional uses and 330 dormitory units) for any approval Concordia may obtain for Phases 3 and/or 4 of the Campus Master Build-Out Plan (as updated by the City’s approval of the Project and any subsequent discretionary approval).

Except as set forth in this FIRST AMENDMENT, all terms, conditions, provisions, and covenants of the MOU are unchanged and remain in full force and effect.

SECTION 3. BINDING ON SUCCESSORS; COVENANTS RUN WITH THE LAND; CONSENT TO RECORD MOU AGAINST PROPERTY

The provisions of this FIRST AMENDMENT shall constitute covenants which shall run with the land comprising the Property for the benefit thereof, and the burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto.

Concordia covenants that it shall not transfer the Property to an agent, assign, transferee, grantee, lessee, or subsequent purchaser (collectively, "transferee") without notice to the transferee of the covenants set forth in this FIRST AMENDMENT. In order to impart constructive notice of this restriction, Concordia agrees that the City shall record this FIRST AMENDMENT against the Property, and Concordia consents to such recordation.

Concordia further covenants that it shall not transfer the Property to a successor in interest unless that successor covenants that he, she, they or it and his, her, their or its successors in interest shall not transfer the Property to a transferee without providing notice of the covenants set forth in this FIRST AMENDMENT.

Every person who now or hereafter owns or acquires any right, title, or interest in or to any portion of the Project or 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 FIRST AMENDMENT is contained in the instrument by which such person acquired an interest in the Project or the Property.

SECTION 4. AUTHORITY TO EXECUTE.

Concordia warrants and represents that (i) it is duly organized and existing, (ii) it is duly authorized to execute and deliver this FIRST AMENDMENT, (iii) by so executing this FIRST AMENDMENT, Concordia is formally bound to the provisions of this FIRST AMENDMENT, (iv) Concordia's entering into and performance of its obligations set forth in this FIRST AMENDMENT does not violate any provision of any other agreement to which Concordia is bound, and (v) there is no existing or threatened litigation or legal proceeding of which Concordia is aware which could prevent Concordia from entering into or performing its obligations set forth in this FIRST AMENDMENT.

SECTION 5. COUNTERPARTS.

This FIRST AMENDMENT may be executed simultaneously or in counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same FIRST AMENDMENT.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHERE OF, the Parties have entered into this FIRST AMENDMENT as of the date first written above.

CITY OF IRVINE
a California charter city

By: _____

Name: ~~Lynn Schott~~Christina Shea

Title: Mayor Pro Tem

ATTEST:

City Clerk

APPROVED AS TO FORM:

RUTAN & TUCKER, LLP

City Attorney

CONCORDIA UNIVERSITY,
a California nonprofit religious corporation

By: _____

Name: Kurt J. Krueger

Title: President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

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)

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

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)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY OF IRVINE
One Civic Center Plaza
P.O. Box 19575
Irvine, CA 92623-9575
Attn: City Clerk

(Space Above this Line is for Recorder's Use Only)

This Agreement is recorded at the request and for the benefit of the City of Irvine and is exempt from the payment of a recording fee pursuant to Government Code § 6103.

**FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING AND
COVENANTS**

Between CITY OF IRVINE and CONCORDIA UNIVERSITY

For

Concordia University's Campus Master Build-Out Plan Update

**(Conditional Use Permit Modification 00612052-PCPU, Zone Change 00629029-PZC, &
Environmental Impact Report SCH No. 2015091023/File No. 00618828-PCLE)**

AGREEMENT

THIS FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING AND COVENANTS ("FIRST AMENDMENT") is made this ____ day of _____, 2018 ("Effective Date"), by and between the CITY OF IRVINE, a California charter city ("City"), and CONCORDIA UNIVERSITY, a California nonprofit religious corporation ("Concordia") for the purpose of amending that certain Memorandum of Understanding and Covenants between City of Irvine and Concordia University for Concordia University's Campus Master Build-Out Plan Update, dated May 9, 2017, which was recorded in the Official Records of Orange County on June 13, 2017 as Document No. 2017000241015 (the "MOU"). The City and Concordia are sometimes referred herein individually as a "Party" and collectively as the "Parties."

RECITALS

The Parties enter into this FIRST AMENDMENT on the basis of the following facts, understanding, and intentions:

A. Concordia is the owner of that certain property located at 1530 Concordia West in Planning Area 21, Turtle Rock and more particularly described and depicted in Exhibit A to the MOU, attached thereto and incorporated herein by this reference (the "Property"). The Property is generally south of University Drive, west of Ridgeline Drive, north of Turtle Rock Drive, and east of Culver Drive.

B. In May of 2017, the Parties entered the MOU. Section 2.B of the MOU addresses the maximum Daily Trip Cap (as that term is defined in Condition 6.21 to Planning Commission Resolution 17-3598).

C. At the time the Parties entered the MOU, the Property was also subject to that certain Lutheran Church-Missouri Synod/City of Irvine Joint Use of College Facilities Agreement, dated February 25, 1993 and that certain First Amendment to Lutheran Church-Missouri Synod/City of Irvine Joint Use of College Facilities Agreement, dated August 21, 1996, both of which were recorded together in the Official Records of Orange County on July 13, 2016 as Document No. 2016000317491 (collectively, the "Joint Use Agreement"). Through the Joint Use Agreement, Concordia's predecessor, Christ College Irvine, an agency of the Lutheran Church-Missouri Synod, a Missouri non-profit corporation agreed to make various facilities located on the Property available for use by the City.

D. On October 10, 2017, the City Council directed City staff to terminate the Joint Use Agreement in order to reduce City-related traffic to and from the Property. To that end, the parties executed that certain Lutheran Church-Missouri Synod/City of Irvine Joint Use of College Facilities Agreement, dated October 10, 2017, which was recorded in the Official Records of Orange County on January 31, 2018 as Document No. 2018000035556.

E. The Parties agree that, on average, City-related events authorized by the Joint Use Agreement generated 54 trips per weekdays. Terminating the Joint Use Agreement has

eliminated these City-related trips. To that end, the purpose of this MOU is to memorialize the understanding of the City and Concordia that, in exchange for the City's agreement to terminate the Joint Use Agreement, Concordia has committed to reduce the maximum Daily Trip Cap for the Property (as that term is defined in Condition 6.21 to Planning Commission Resolution 17-3598) by 54 trips (i.e., from 4,732 trips per day while the Joint Use Agreement was in effect to 4,678 trips per day after termination of the Joint Use Agreement) and to establish that this commitment is a covenant running with the land.

NOW, THEREFORE, and in consideration of the mutual covenants contained herein, the Parties mutually agree to the following:

SECTION 1. INCORPORATION OF RECITALS.

The Recitals set forth above are incorporated herein by reference as if fully restated.

SECTION 2. AMENDMENT TO COVENANTS IN MOU.

As of the Effective Date, Section 2.B of the MOU, including the copy of Section 2.B in Exhibit D to the MOU, is hereby rescinded and replaced with the following:

B. The Maximum Daily Trip Cap Cannot Exceed Pre-Project Conditions of 4,678 Trips Until, At Earliest, Phase 3 of the Campus Master Build-Out Plan.

Per Section 2.B of the MOU, the maximum Daily Trip Cap (as that term is defined in Condition 6.21 to Planning Commission Resolution 17-3598) for the Property was 4,732 vehicle trips per day. 4,678 of those trips were attributable to Concordia and 54 trips were attributable to the City, exercising its rights under the Joint Use Agreement. The City has since terminated the Joint Use Agreement. As a result, there are no longer any trips attributable to the City.

Concordia understands, agrees, and covenants that, until such time as it obtains approvals to proceed with Phase 3 of the Campus Master Build-Out Plan (as updated by the City's approval of the Project, and any subsequent discretionary approval), the maximum Daily Trip Cap (as that term is defined in Condition 6.21 to Planning Commission Resolution 17-3598) shall not exceed 4,678 trips per day, regardless of the amount of actual existing institutional square footage on the campus. Concordia understands, agrees, and covenants that, notwithstanding Condition 6.21 to Planning Commission Resolution 17-3598, increasing the actual existing square footage on the campus during Phases 1 and 2 beyond pre-Project conditions (of approximately 243,571 square feet) shall not increase the maximum Daily Trip Cap.

The intent of this covenant is to ensure "net zero" additional vehicle trips until, at the earliest, Concordia obtains approvals to proceed with Phase 3 of the Campus Master Build-Out Plan (as updated by the City's approval of the Project

and any subsequent discretionary approval), which will require additional environmental (CEQA) analysis, including a traffic study and may coincide with completion of certain City-approved intersection improvements at University Drive and Ridgeline Drive/Rosa Drew Lane.

Concordia further understands, agrees, and covenants that failure to comply with the maximum Daily Trip Cap of 4,678 trips per day until, at the earliest, Concordia obtains approvals to proceed with Phase 3 of the Campus Master Build-Out Plan (as updated by the City's approval of the Project and any subsequent discretionary approval), entitles the City to utilize any or all of the enforcement mechanisms set forth in State, Federal or local law (including, without limitation, the City's Municipal Code and Zoning Ordinance), and in Condition 6.21 to Planning Commission Resolution 17-3598, including without limitation, requiring Concordia to reduce on-campus activities and/or implement transportation demand management measures (such as carpooling, use of alternative modes of transportation, and parking management) to ensure immediate compliance with trip cap limitations, and requiring Concordia to demonstrate compliance with trip cap limitations prior to obtaining development approvals (including without limitation grading and building permits) for uses within the campus.

The covenants set forth in this Section 2.B are intended to clarify, amplify, and supplement Conditions 6.21, 6.24 and 6.25 to Planning Commission Resolution 17-3598 (Ex. B to the MOU) and Mitigation Measure (MM) Number 9-1 to the MMRP (Ex. C to the MOU). The Parties further understand, agree, and covenant that, except as set forth above in this Section 2.B, the MOU and this FIRST AMENDMENT does not change any requirement for "vehicle trip cap and monitoring" set forth in Condition 6.21 or Mitigation Measure Number 9-1, including, without limitation, the requirement that daily trip generation shall not exceed 5,500 daily trips at full campus build-out (i.e., 321,220 square feet of institutional uses and 330 dormitory units) for any approval Concordia may obtain for Phases 3 and/or 4 of the Campus Master Build-Out Plan (as updated by the City's approval of the Project and any subsequent discretionary approval).

Except as set forth in this FIRST AMENDMENT, all terms, conditions, provisions, and covenants of the MOU are unchanged and remain in full force and effect.

SECTION 3. BINDING ON SUCCESSORS; COVENANTS RUN WITH THE LAND; CONSENT TO RECORD MOU AGAINST PROPERTY

The provisions of this FIRST AMENDMENT shall constitute covenants which shall run with the land comprising the Property for the benefit thereof, and the burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto.

Concordia covenants that it shall not transfer the Property to an agent, assign, transferee, grantee, lessee, or subsequent purchaser (collectively, "transferee") without notice to the transferee of the covenants set forth in this FIRST AMENDMENT. In order to impart constructive notice of this restriction, Concordia agrees that the City shall record this FIRST AMENDMENT against the Property, and Concordia consents to such recordation.

Concordia further covenants that it shall not transfer the Property to a successor in interest unless that successor covenants that he, she, they or it and his, her, their or its successors in interest shall not transfer the Property to a transferee without providing notice of the covenants set forth in this FIRST AMENDMENT.

Every person who now or hereafter owns or acquires any right, title, or interest in or to any portion of the Project or 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 FIRST AMENDMENT is contained in the instrument by which such person acquired an interest in the Project or the Property.

SECTION 4. AUTHORITY TO EXECUTE.

Concordia warrants and represents that (i) it is duly organized and existing, (ii) it is duly authorized to execute and deliver this FIRST AMENDMENT, (iii) by so executing this FIRST AMENDMENT, Concordia is formally bound to the provisions of this FIRST AMENDMENT, (iv) Concordia's entering into and performance of its obligations set forth in this FIRST AMENDMENT does not violate any provision of any other agreement to which Concordia is bound, and (v) there is no existing or threatened litigation or legal proceeding of which Concordia is aware which could prevent Concordia from entering into or performing its obligations set forth in this FIRST AMENDMENT.

SECTION 5. COUNTERPARTS.

This FIRST AMENDMENT may be executed simultaneously or in counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same FIRST AMENDMENT.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHERE OF, the Parties have entered into this FIRST AMENDMENT as of the date first written above.

CITY OF IRVINE
a California charter city

By: _____

Name: Christina Shea

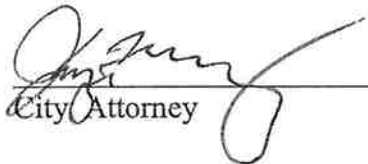
Title: Mayor Pro Tem

ATTEST:

City Clerk


APPROVED AS TO FORM:

RUTAN & TUCKER, LLP



City Attorney

CONCORDIA UNIVERSITY,
a California nonprofit religious corporation

By: 

Name: Kurt J. Krueger

Title: President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

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)

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On October 23, 2018, before me, Karin Nelson, Notary Public,
(insert name and title of the officer)

Notary Public, personally appeared Kurt J. Krueger,
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 Karin Nelson

(Seal)



3.5



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: NOVEMBER 13, 2018

TITLE: NOTICE OF PENDING APPROVAL FOR TRACT MAPS IN ORCHARD HILLS AND THE GREAT PARK NEIGHBORHOODS (HERITAGE FIELDS EL TORO, LLC)


Director of Public Works


City Manager

RECOMMENDED ACTION

Receive and file.

EXECUTIVE SUMMARY

The subject notice to the City Council is provided in accordance with City of Irvine Ordinance No. 07-12, notifying the City Council of three final tract maps pending approval by the City Engineer. Ordinance No. 07-12 delegates authority to the City Engineer for approval of final tract maps and requires notice to the City Council following receipt of such maps for review and again prior to approval/disapproval by the City Engineer. The subject notice satisfies this requirement. This is a ministerial matter and there is no discretionary action to be taken by the City Council. The tract maps covering property referenced in this staff report are located in Orchard Hills and the Great Park Neighborhoods (Attachment 1) and are available for public review in the Public Works department.

Tract Map No. 18015 (Orchard Hills) is located near Ridge Gate and Orchard Hills Drive, as shown in Attachment 2. The map for this property contains the subdivision of 46.05 acres into 169 lots. The property is proposed for development of 127 single-family residences. The Orchard Hills development project implements land development anticipated in the Northern Sphere Area Final Environmental Impact Report, approved by City Council in June 2002.

Tract Map No. 18166 (Orchard Hills) is located near Ridge Gate and Orchard Hills Drive, as shown in Attachment 2. The map for this property contains the subdivision of 7.69 acres into 35 lots. The property is proposed for development of 57 condominiums. The Orchard Hills development project implements land development anticipated in the Northern Sphere Area Final Environmental Impact Report, approved by City Council in June 2002.

Tract Map No. 18183 is located in Great Park Neighborhoods near the intersection of Cadence and Chinon, as shown in Attachment 3. The map for this property contains the subdivision of 104.98 acres into 303 lots. The property is proposed for the development of residential, private parks, and mixed use. This map implements land development projects anticipated in the Orange County Great Park Supplemental Environmental Impact Report, approved by the City Council in November 2013.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Prior to City Engineer approval of a final tract map, the Planning Commission reviews and approves the corresponding tentative tract map based on consistency with the City's General Plan, Subdivision Ordinance and Zoning Code. The underlying tentative maps referenced in this staff report were approved by the Planning Commission as follows:

On September 6, 2018, the Planning Commission approved the underlying tentative maps for Tract Map Nos. 18015 and 18166 (Orchard Hills) by a vote of 4-0-1 (Commissioners Bartlett, Kuo, Nirschl and Smith voting yes; Commissioner Duong recusing).

On October 18, 2018, the Planning Commission approved the underlying tentative map for Tract Map No. 18183 (Great Park Neighborhoods) by a vote of 5-0.

ANALYSIS

The approval of tract maps is a multi-step process that assures development is reflective and compliant with the City's General Plan and with respective provisions of the City's development standards. City of Irvine Ordinance No. 07-12 authorizes the City Engineer to approve final tract maps if they substantially conform to the approved underlying tentative map and all applicable conditions of approval have been satisfied. The ordinance further requires staff to notify the City Council upon receipt of such maps for review and prior to approval/disapproval of a final tract map by the City Engineer. In addition, the State Subdivision Map Act requires the approval of final maps if the City Engineer has found that the final map substantially conforms to the underlying tentative map.

The final tract maps listed below has been reviewed and are pending the City Engineer's final approval. Following approval and a 15-day appeal period, the maps will be released for recordation. Recordation of the maps is required prior to the issuance of building permits.

Submitted by	Tract Map No.	No. of Lots	Location	Status
Irvine Community Development Company, LLC	18015	169-lot map	Ridge Gate and Orchard Hills <i>(Orchard Hills)</i>	Pending Approval
Irvine Community Development Company, LLC	18166	35-lot map	Ridge Gate and Orchard Hills <i>(Orchard Hills)</i>	Pending Approval
Heritage Fields El Toro, LLC	18183	303-lot map	Cadence and Chinon <i>(Great Park Neighborhoods- Heritage Fields)</i>	Pending Approval

ALTERNATIVES CONSIDERED

An alternative to this notification was not considered. Pursuant to the State Subdivision Map Act and City of Irvine Ordinance 07-12, when approval authority of tract maps is delegated to the City Engineer, notification to the City Council of receipt and approval of such maps is required.

FINANCIAL IMPACT

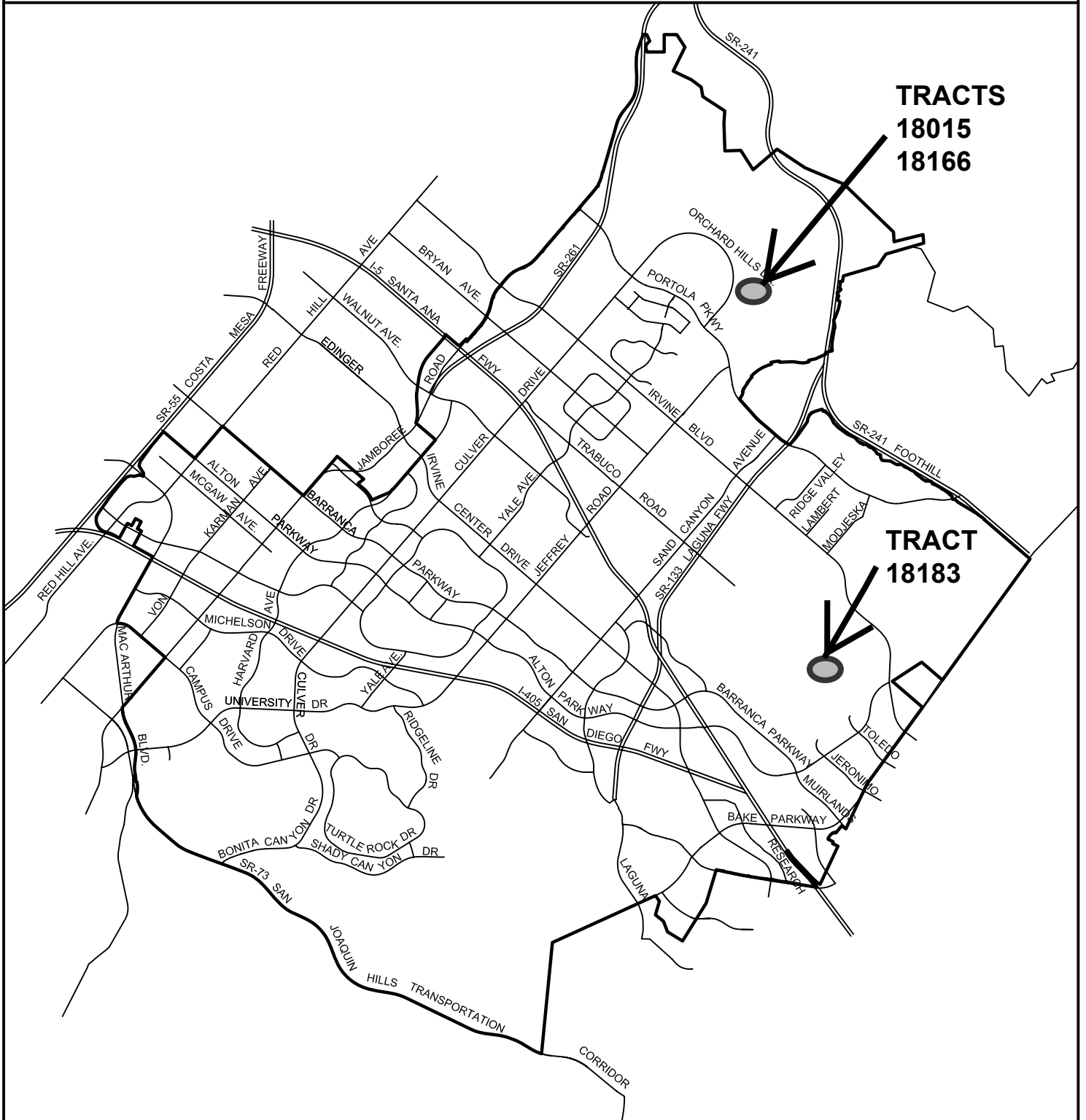
The administrative cost to the City for processing the maps is offset by developer fees paid by the applicant submitting the maps.

REPORT PREPARED BY Stacy DeLong, Associate Engineer

ATTACHMENTS

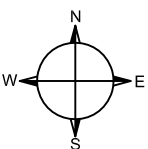
1. Vicinity Map
2. Site Map – Tract Nos. 18015 and 18166 (Orchard Hills)
3. Site Map – Tract No. 18183 (Great Park Neighborhoods)

FINAL TRACT MAP Nos. 18015, 18166, AND 18183



**TRACTS
18015
18166**

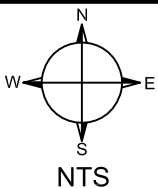
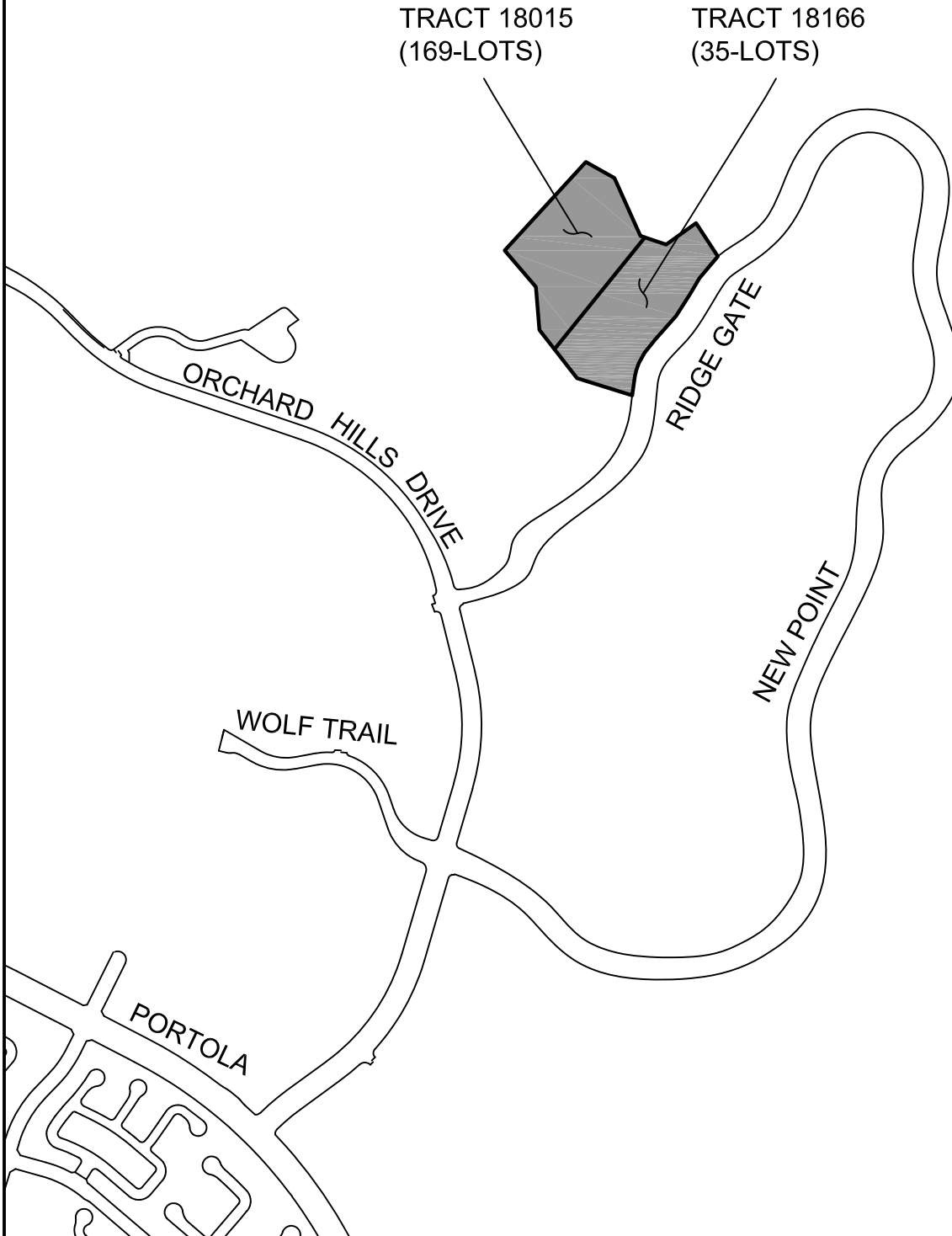
**TRACT
18183**



VICINITY MAP



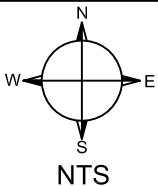
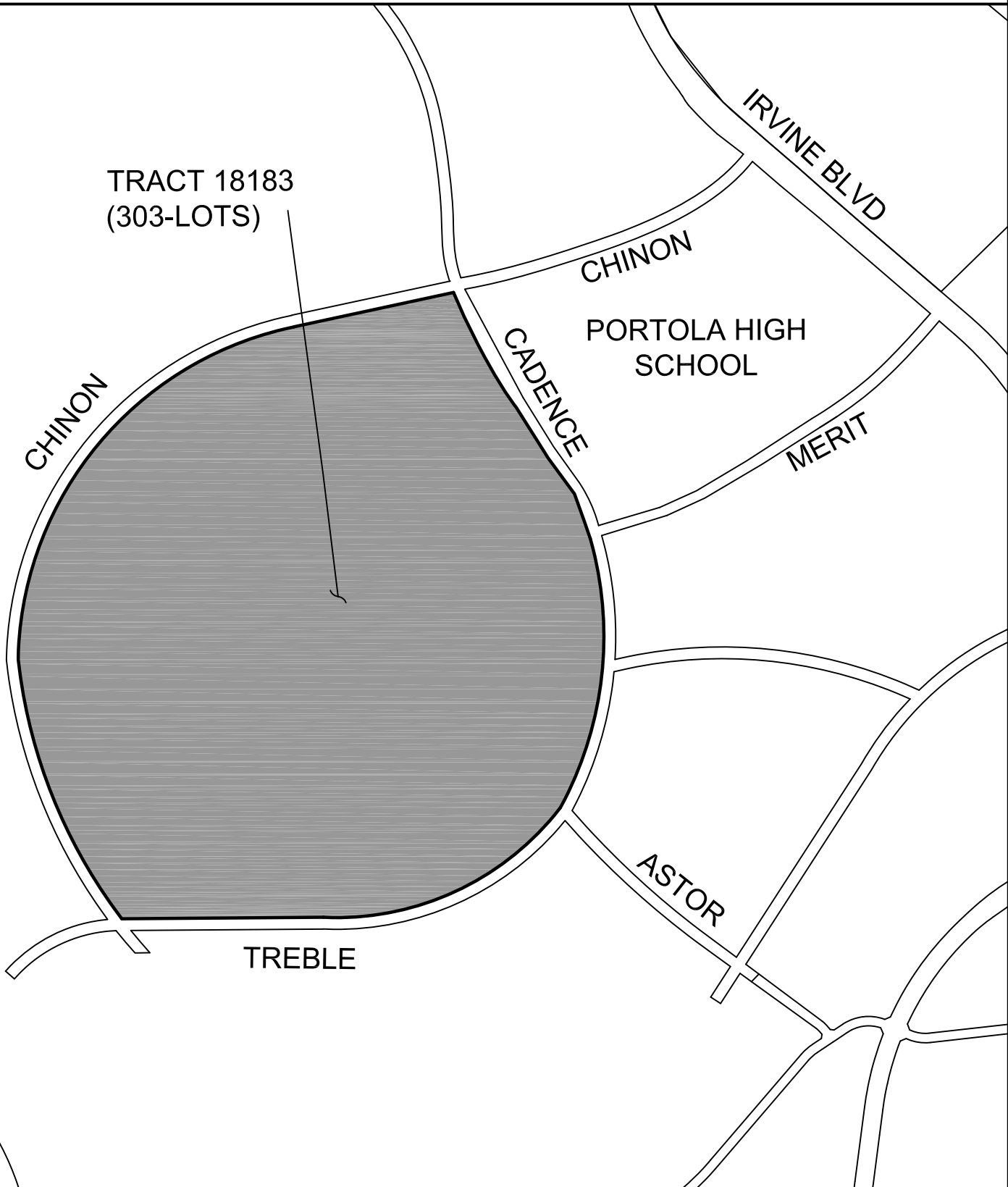
FINAL TRACT MAP Nos. 18015 AND 18166 ORCHARD HILLS



SITE MAP



FINAL TRACT MAP No. 18183
GREAT PARK NEIGHBORHOODS - HERITAGE FIELDS



SITE MAP



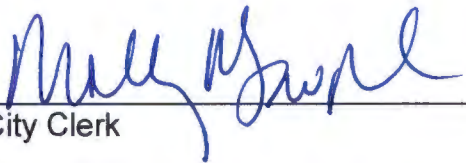
3.6



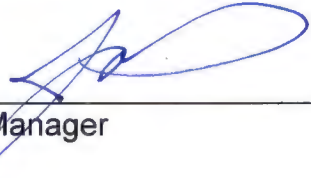
REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: NOVEMBER 13, 2018

TITLE: SECOND READING OF ORDINANCE NO. 18-10 ADDING DIVISION 15 OF TITLE 1 OF THE IRVINE MUNICIPAL CODE - PUBLIC MEETINGS AND PUBLIC RECORDS, TO BE KNOWN AS THE IRVINE SUNSHINE ORDINANCE, AND MAKING CONFORMING MODIFICATIONS



City Clerk



City Manager

RECOMMENDED ACTION

Read by title only, second reading and adoption of ORDINANCE NO. 18-10 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ADDING DIVISION 15 OF TITLE 1 OF THE IRVINE MUNICIPAL CODE - PUBLIC MEETINGS AND PUBLIC RECORDS, TO BE KNOWN AS THE IRVINE SUNSHINE ORDINANCE, AND MAKING CONFORMING MODIFICATIONS TO CHAPTER 2-1 (GENERAL) OF DIVISION 2 OF TITLE 1, CHAPTER 2-2 (RULES OF ORDER) OF DIVISION 2 OF TITLE 1, CHAPTER 4-1 (IN GENERAL) OF DIVISION 4 OF TITLE 1; CHAPTER 4-2 (IN GENERAL) OF DIVISION 4 OF TITLE 1, DIVISION 13 (FINANCE COMMISSION) OF TITLE 2, DIVISION 3 (COMMUNITY SERVICES COMMISSION) OF TITLE 3, DIVISION 3 (PLANNING COMMISSION) OF TITLE 5, AND CHAPTER 9 (TRANSPORTATION COMMISSION) OF DIVISION 3 OF TITLE 6 OF THE IRVINE MUNICIPAL CODE

EXECUTIVE SUMMARY

On October 23 Ordinance No. 18-10 was introduced, first read, and amended to revise Section 15-1-110 (A) as follows by the City Council:

Section 15-1-110 Minutes and recordings.

- A. The City Council, ~~and Planning Commission (commencing January 2019)~~ shall make a visual and audio recording of every open meeting. All other local bodies shall make audio recording of every open meeting. Any recording of any open meeting shall be a public record subject to inspection and copying and shall not be erased, deleted or destroyed for at least five (5) years, provided that if during that five-year period a written request for inspection or copying of any recording is made, the recording shall not be erased, deleted or destroyed until the requested inspection or copying has been accomplished. A copy of any such recording shall be provided, free of charge, upon request.

The vote at the first reading was as follows:

AYES: 4 COUNCILMEMBERS: Fox, Lalloway, Shea, and Wagner
NOES: 0 COUNCILMEMBERS: None
ABSENT: 1 COUNCILMEMBERS: Schott
ABSTAIN: 0 COUNCILMEMBERS: None

Unless otherwise directed by a Member of the City Council, the vote at second reading will reflect the same vote as at first reading. However, if a Councilmember was absent at first reading, his or her vote cast at second reading will be reflected. If a Councilmember is not present at the second reading/adoption, the vote will be reflected as absent.

ATTACHMENT

City Council Ordinance No. 18-10

CITY COUNCIL ORDINANCE NO. 18-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ADDING DIVISION 15 OF TITLE 1 OF THE IRVINE MUNICIPAL CODE - PUBLIC MEETINGS AND PUBLIC RECORDS, TO BE KNOWN AS THE IRVINE SUNSHINE ORDINANCE, AND MAKING CONFORMING MODIFICATIONS TO CHAPTER 2-1 (GENERAL) OF DIVISION 2 OF TITLE 1, CHAPTER 2-2 (RULES OF ORDER) OF DIVISION 2 OF TITLE 1, CHAPTER 4-1 (IN GENERAL) OF DIVISION 4 OF TITLE 1; CHAPTER 4-2 (IN GENERAL) OF DIVISION 4 OF TITLE 1, DIVISION 13 (FINANCE COMMISSION) OF TITLE 2, DIVISION 3 (COMMUNITY SERVICES COMMISSION) OF TITLE 3, DIVISION 3 (PLANNING COMMISSION) OF TITLE 5, AND CHAPTER 9 (TRANSPORTATION COMMISSION) OF DIVISION 3 OF TITLE 6 OF THE IRVINE MUNICIPAL CODE

WHEREAS, the City has a duty is to serve the public and to accommodate those who wish to obtain information about or participate in the City's decision-making processes; and

WHEREAS, the City Council and City Commissions, including the Planning Commission, Finance Commission, Community Services Commission, and Transportation Commission exist to conduct the people's business; and

WHEREAS, the City Council recognizes and appreciates the enormous value of direct, active participation by citizens in their government, and of the primary importance of guaranteeing public access to and participation in the operation and development of the community; and

WHEREAS, Government Code section 54953.6 provides "Notwithstanding any other provision of law, legislative bodies of local agencies may impose requirements upon themselves which allow greater access to their meetings than prescribed by the minimal standards set forth in [the Brown Act]. In addition thereto, an elected legislative body of a local agency may impose such requirements on those appointed bodies of the local agency of which all or a majority of the members are appointed by or under the authority of the elected legislative body"; and

WHEREAS, the City has historically met and exceeded the requirements of California's open meeting law, the Ralph M. Brown Act (Government Code §§ 54950 *et seq.* [Brown Act]), regarding the timelines for posting meeting agendas for special meetings, and generally exceeds Brown Act requirements for posting meeting agendas for regular meetings; and

ATTACHMENT

WHEREAS, the City Council values and appreciates the input and participation of members of the public in the open meeting process, and believes that further enhancements beyond the minimum requirements set forth in the Brown Act (and beyond the City's historic practices, which have exceeded Brown Act requirements) will make public participation easier and more meaningful; and

WHEREAS, revisions to the Irvine Municipal Code that will increase transparency, participation, and accountability in public processes include: (a) increasing standard regular agenda publication timelines from five (5) days prior to a regular meeting and one (1) day prior to a special meeting, to twelve (12) days prior to a regular meeting and five (5) days prior to a special meeting; (b) mandating agenda posting in no fewer than four locations that are open to the public twenty four (24) hours a day; which postings shall be in addition to the on-line agenda postings available on the City's website; (c) clarifying that the Rules of Order applicable during City Council meetings apply equally to the Planning Commission, Finance Commission, Community Services Commission, and Transportation Commission; (d) codifying and updating the City's practices for recording meetings of public bodies and making those recordings available to the public at no charge; and (e) codifying standards for the preparation of meeting minutes.

NOW, THEREFORE, the City Council of the City of Irvine DOES HEREBY ORDAIN as follows:

SECTION 1. The above recitals are true and correct and incorporated herein.

SECTION 2: Division 15 of Title 1 Public Meetings and Public Records is hereby added to the Irvine Municipal Code to read as follows:

Division 15 of Title 1

PUBLIC MEETINGS AND PUBLIC RECORDS

Sections:

- | | |
|----------------------|---|
| Sec. 15-1-101 | Findings and purpose. |
| Sec. 15-1-102 | Citation. |
| Sec. 15-1-103 | Definitions. |
| Sec. 15-1-104 | Meetings to be open and public – Application of Brown Act. |
| Sec. 15-1-105 | [Reserved] |
| Sec. 15-1-106 | Conduct of business – Time and place for meetings. |

- Sec. 15-1-107** **Notice and agenda requirements – Special meetings.**
- Sec. 15-1-108** **Notice and agenda requirements – Regular meetings.**
- Sec. 15-1-109** **Conduct at meetings.**
- Sec. 15-1-110** **Minutes and recordings.**
- Sec. 15-1-111** **Responsibility for implementation and administration.**

Sec. 15-1-101 **Findings and purpose.**

The Irvine City Council finds and declares:

- A. The City has a duty is to serve the public and to accommodate those who wish to obtain information about or participate in the decision-making process. The City and City Commissions, including the Planning Commission, Finance Commission, Community Services Commission, and Transportation Commission exist to conduct the people’s business.
- B. The City Council, in prescribing the provisions of this division, hereby states its recognition of the enormous value of direct, active participation by citizens in their government, and of the primary importance of guaranteeing public access to and participation in the operation and development of the community.
- C. The provisions of this division shall be interpreted to further the intent of the City Council to assure that the City’s deliberations and operations are open to the public. This division is intended to clarify and supplement the Irvine City Charter, the Ralph M. Brown Act, and the California Public Records Act to assure that the people of the City of Irvine can be fully informed and thereby retain control over the instruments of local government in their city.

Section 15-1-102 **Citation.**

This division may be cited as the Irvine Sunshine Ordinance.

Section 15-1-103 **Definitions.**

Words or phrases in this division shall be defined pursuant to the Ralph M. Brown Act, Government Code § 54950 *et. seq.* and the Public Records Act, Government Section 6250 *et. seq.* unless otherwise specified as follows:

- A. *Agenda* means the agenda of a local body which has scheduled a meeting. The agenda shall meet the requirements of Government Code § 54954.2, except that the timing requirements of this division shall control. For closed sessions, the agenda shall meet the requirements set forth in Government Code § 54954.5. The agenda shall contain a brief, general description of each item of business to be transacted or discussed during the meeting and shall avoid the use of abbreviations or acronyms not in common usage and terms whose meaning is not known to the general public. The agenda may refer to explanatory documents, including but not limited to, correspondence or reports, in the agenda related material. A description of an item on the agenda is adequate if it is sufficiently clear and specific to alert a person of average intelligence and education whose interests are affected by the item that he or she may have reason to attend the meeting or seek more information on the item.
- B. *Agenda related materials* means the agenda, all reports, correspondence and any other document prepared and forwarded by staff to any local body, and other documents forwarded to the local body, which provide background information or recommendations concerning the subject matter of any agenda item. Notwithstanding the foregoing, agenda related materials shall not include: (1) the written text or visual aids for any oral presentation so long as such text or aids are not substituted for, or submitted in lieu of, a written report that would otherwise be required to meet the filing deadlines of this Division, and (2) written amendments or recommendations from a member of a local body pertaining to an item contained in agenda related materials previously filed pursuant to Section 15-1-107 or Section 15-1-108.
- C. *Local body* means the Irvine City Council, the Irvine Planning Commission, the Irvine Finance Commission, the Irvine Community Services Commission, and the Irvine Transportation Commission. “Local body” shall not mean any congregation or gathering which consists solely of employees of the City of Irvine.
- D. *Meeting* shall have the meaning set forth in Government Code § 54952.2(b)(1), which states “‘meeting’ mean any congregation of a majority of the members of a legislative body at the same time and location, including teleconference location as permitted by Government Code § 54953, to hear, discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the local body and shall also mean a meal or social gathering of a majority of the members of a local body immediately before, during or after a meeting of a local body.” Communications shall constitute a “meeting” where members of a local body use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the local body.
1. As specified in Government Code § 54952.2(b)(2), the definition of meeting “shall not be construed as preventing an employee or official

of a local agency, from engaging in separate conversations or communications outside of a meeting authorized by [the Brown Act] with members of a legislative body in order to answer questions or provide information regarding a matter that is within the subject matter jurisdiction of the local agency, if that person does not communicate to members of the legislative body the comments or positions of any other member or members of the legislative body.”

2. As specified in Government Code § 54952.2(c), the following categories of communications shall not be subject to the Brown Act or the requirements of this Division.
 - a. Individual contacts or conversations between a member of a local body and any other person that do not otherwise constitute a meeting under subsection (D)(1);
 - b. The attendance of a majority of the members of a local body at a conference or similar gathering open to the public that involves a discussion of issues of general interest of the public or to public agencies of the type represented by the local body, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled program, business of a specified nature that is within the subject matter jurisdiction of the local agency. Nothing in this subsection is intended to allow members of the public free admission to a conference or similar gathering at which the organizers have required other participants or registrants to pay fees or charges as a condition of attendance;
 - c. The attendance of a majority of the members of a local body at an open and publicized meeting organized to address a topic of local community concern by a person or organization other than the local agency, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled program, business of a specific nature that is within the subject matter jurisdiction of the local body of the local agency;
 - d. The attendance of a majority of the members of a local body at an open and noticed meeting of another local body of the local agency, or at an open and noticed meeting of a local body of another local agency, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled meeting, business of a specific nature that is within the subject matter jurisdiction of the local body of the local agency; or

- e. The attendance of a majority of the members of a local body at a purely social and ceremonial occasion, provided that a majority of the members do not discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the local body of the local agency.
- E. *Notice* means the posting of an agenda in a location that is freely accessible to the public 24 hours a day and as additionally specified in Section 15-1-107 and Section 15-1-108.
- F. *On line* means accessible by computer without charge to the user.
- G. *Software or hardware impairment* means a circumstance where the City is unable to utilize computer software, hardware and/or network services to produce agendas, agenda related material or to post agendas on-line due to inoperability of software or hardware caused by the introduction of a malicious program (including but not limited to a computer virus), electrical outage affecting the City's computer network, or unanticipated system or equipment failure. "Software or hardware impairment" may also include situations when the City is unable to access the internet due to required or necessary maintenance or the installation of system upgrades that necessitates deactivating the system network; however, the City shall make reasonable efforts to avoid a delay in the preparation, distribution, or posting of agendas and agenda related material as a result of required or necessary maintenance or installation of system upgrades.

Section 15-1-104 Meetings to be open and public – Application of Brown Act.

All meetings of local bodies specified in Section 15-1-103(C) shall be open and public, to the same extent as if that body were governed by the provisions of the Ralph M. Brown Act (Government Code § 54950 *et seq.*) unless greater public access is required by this division, in which case this division shall be applicable.

Section 15-1-106 Conduct of business – Time and place for meetings.

- A. Every local body, or the authority creating each local body, shall establish by formal action the time and place for holding regular meetings and shall conduct such regular meetings in accordance with such resolution or formal action.
- B. Regular and special meetings of local bodies shall be held within the City of Irvine except to do any of the following:
 - 1. Comply with state or federal law or court order, or attend a judicial or administrative proceeding to which the local body is a party;

2. Inspect real or personal property which cannot be conveniently brought to Irvine, provided that the topic of such meeting shall be limited to items directly related to the real or personal property;
 3. Participate in meetings or discussions of multi-agency significance that are outside Irvine, provided that any such meeting or discussion shall take place within the jurisdiction of one of the participating agencies and be noticed by the respective local body as specified in this division; or
 4. Meet outside the City of Irvine with elected or appointed officials of the United States or the State of California when a local meeting would be impractical, solely to discuss a legislative or regulatory issue affecting the City of Irvine, and over which issue the other federal or state agency has jurisdiction.
- C. If, because of fire, flood, earthquake or other emergency, it would be unsafe to meet in the customary location, the meetings may be held for the duration of the emergency at some other place specified by the City Manager or his or her designee. The change of meeting site shall be announced, by the most rapid means of communication available at the time, in a notice to media organizations who have requested written notice of meetings.
- D. No local body shall take any action at a meeting which occurs when a quorum of the local body becomes present at a meeting of a standing or ad hoc committee of the local body, although the committee may take action consistent with its jurisdiction and authority.

Section 15-1-107 Notice and agenda requirements – Regular meetings.

- A. Twelve Day Advance Notice Requirement. Local bodies shall provide notice no later than twelve (12) days before the date of each of their respective regular meetings by:
1. posting a copy or image of the agenda in no fewer than four (4) locations freely accessible to the public twenty-four (24) hours per day;
 2. making a copy or image of the agenda available in the City Clerk's office and at the Irvine Police Department during regular business hours; and
 3. posting a copy or image of the agenda on-line on the City's website; provided, however, the failure to timely post a copy or image of the agenda online because of software or hardware impairment shall not constitute a defect in the notice for a regular meeting, if the local body complies with all other posting and noticing requirements.

B. Supplemental Agenda And Related Materials Requirements. Notwithstanding the notice provisions of Section 15-1-107(A), agendas for the local bodies may be amended or supplemented to include additional items or additional agenda-related materials no later than five (5) days before a regular meeting for the following reasons or under the following conditions:

1. to add an item due to an emergency or urgency that arose after the agenda posting deadlines required by Section 15-1-107(A);
2. to add an item that requires immediate action, where the need for action came to the attention of the local agency after the agenda posting deadlines required by Section 15-1-107(A);
3. to add an item that requires immediate action to avoid a substantial impact that would occur if the action were deferred to a subsequent special or regular meeting;
4. to add an item that requires immediate action which relates to federal, state, county or other governmental agency, including without limitation, actions on pending or proposed legislation and/or actions or the City's eligibility for any grant or gift;
5. to add an item relates to a purely ceremonial or commendatory action;
6. to add a closed session item relating to ongoing, proposed or threatened litigation;
7. to provide additional information to supplement the agenda-related material previously published with the agenda, provided that the additional information was not known to City staff or considered to be relevant at the time the agenda-related materials were filed. Examples of supplemental material permitted by this subsection are reports responding to questions or requests raised by members of a local body after posting and filing of the twelve- day agenda and materials, and analyses or opinions of the item by the City Attorney, any member of the City Council, or the Mayor;
8. to continue an agendized item to a future regular meeting of the local body provided that members of the public are given an opportunity to address the local body on the limited question whether to continue the item to a future meeting; or
9. to remove any item from a posted agenda.

C. Excuse of Sunshine Notice Requirements for Regular Meetings. An item may appear on an agenda and be acted upon by a local body, even though it fails to

meet the notice requirements under Section 15-1-107(A) and/or Section 15-1-107(B), only if one of the following circumstances exists:

1. A majority of the legislative body first determines during a public meeting that an emergency situation exists, as defined by Government Code § 54956.5.
 2. Two-thirds of the members of the legislative body present at the meeting, or, if less than two-thirds of the members are present, all of those members present, determine that upon consideration of the facts and circumstances, it was not reasonably possible to meet the additional notice requirements under this division and any one of the following exists:
 - a. there is a need to take immediate action on the item to avoid a substantial impact that would occur if the action were deferred to a subsequent special or regular meeting;
 - b. there is a need to take immediate action which relates to federal, state, county or other governmental agency, including without limitation, actions on pending or proposed legislation and/or actions or the City's eligibility for any grant or gift; or,
 - c. the item relates to a purely ceremonial or commendatory action.
 3. The item is placed on the agenda by the Mayor or a member of the City Council in a manner consistent with an adopted City Council policy and/or procedure.
- D. Action on Items Not Appearing on the Agenda. Except as otherwise provided in Government Code § 54954.2, no action shall be taken on matters not appearing on the posted agenda
- E. Future Meeting. Nothing in this section shall prohibit a the local body from taking action to schedule items for a future meeting to which regular or special meeting notice requirements will apply, or to distribute agenda-related materials relating to items added pursuant to Section 15-1-107(C) before or during a meeting.
- F. Conforming Documents and Errata. Nothing in this Section shall prohibit the City Attorney from conforming a document to comply with technical requirements as to form and legality, nor shall this Section prohibit the distribution of errata prepared by City staff make minor corrections to published agenda materials.

G. Submittal of Additional Documents. The City Manager, City Attorney, City Clerk and their designees, in their capacities with the City, must submit public agenda related materials to the City Clerk or other responsible department in sufficient time to meet the deadlines of this Section and Section 15-1-108. However, the referenced officers may submit additional documents to the local body, and that body may accept the documents if it finds by a two-thirds vote of the members present that the additional information in the documents was not known to the officers or considered to be relevant by the officers at the time of the filing deadlines. Copies of such documents shall be made available to the public at the subject meeting. Documents submitted by outside parties may be distributed to and accepted by the local body at any time prior to or during the subject meeting. Documents submitted by outside parties prior to the meeting shall be made available to the public at the subject meeting. Documents submitted by outside parties at the meeting shall be made available to the public the following business day. Nothing in this Section or in any other provision of this division shall be interpreted to require that the City Manager, City Attorney or City Clerk submit to the City Clerk any documents that are not public records.

Section 15-1-108 Notice and agenda requirements – Special Meetings.

- A. Special meetings of the local body may be called at any time by the presiding officer thereof or by a majority of the members thereof. All local bodies calling a special meeting shall provide notice by:
1. posting a copy or image of the agenda in no fewer than four (4) locations freely accessible to the public 24 hours per day for at least five (5) days before the time of the meeting set forth in the agenda; and
 2. making a copy or image of the agenda available in the City Clerk's office and at the Irvine Police Department during regular business hours, at least five (5) days before the time of the meeting set forth in the agenda; and
 3. posting a copy or image of the agenda on-line on the City's website at least five (5) days before the time of the meeting set forth in the agenda. Notwithstanding the foregoing, the failure to timely post a copy or image of the agenda online because of software or hardware impairment shall not constitute a defect in the notice for a special meeting, if the local body complies with all other posting and noticing requirements; and
 4. delivering a copy or image of the agenda to each member of the local body, to each local newspaper of general circulation, and to each media organization which has previously requested notice in writing at least five (5) days before the time of the meeting set forth in the agenda.

Receipt of the agenda shall be presumed upon reasonable proof that delivery was made.

- B. No business other than that set forth in the agenda shall be considered at a special meeting. Each special meeting shall be held at the regular meeting place of the local body except that the City Manager may designate an alternative meeting location provided that such alternative location is specified in the agenda and that notice pursuant to this Section is given at least five (5) days prior to the special meeting. This five (5) day notice requirement shall not apply if the alternative location is at the same address at which regular meetings of the local body occur.
- C. To the extent practicable, the presiding officer or the majority of members of any local body may cancel a special meeting by delivering notice of cancellation in the same manner and to the same persons as required for the notice of such meeting.
- D. Special meetings may not be noticed on the same day as a previously scheduled regular meeting that was not noticed in compliance with this division if the special meeting is called to consider any of the items that were included in the notice for such regular meeting.
- E. Excuse of Sunshine Notice Requirements for Special Meetings. An item may appear on an agenda and be acted upon by a local body, even though it fails to meet the notice requirements under Section 15-1-108(A)-(D), only if one of the following circumstances exists:
 - 1. A majority of the legislative body first determines during a public meeting that an emergency situation exists, as defined by Government Code § 54956.5.
 - 2. Two-thirds of the members of the legislative body present at the meeting, or, if less than two-thirds of the members are present, all of those members present, determine that upon consideration of the facts and circumstances, it was not reasonably possible to meet the additional notice requirements under this division and any one of the following exists:
 - a. there is a need to take immediate action on the item to avoid a substantial impact that would occur if the action were deferred to a subsequent special or regular meeting;
 - b. there is a need to take immediate action which relates to federal, state, county or other governmental agency, including without limitation actions on pending or proposed legislation and/or actions or the City's eligibility for any grant or gift; or,

3. The item is placed on the agenda by the Mayor or a member of the City Council in a manner consistent with an adopted City Council policy and/or procedure.

Section 15-1-109 Conduct at meetings.

- A. The Rules of Order of the City Council, as provided in chapter 3 of division 2 of this title, and any such amendments thereto, shall govern all proceedings of local bodies and are hereby incorporated into this division; provided, however, that references to the “Mayor” shall be refer to the presiding officer of each local body, and references to “City Council” and/or “Council” shall refer to the local body.
- B. No local body shall abridge or prohibit public criticism of the policies, procedures, programs or services of the local body or agency, or of any other aspect of its proposals or activities, or of the acts or omissions of the local body, even if the criticism implicates the performance of one or more public employees. Nothing in this subsection shall change the operation of law in the area of defamation.

Section 15-1-110 Minutes and recordings.

- A. The City Council shall make a visual and audio recording of every open meeting. All other local bodies shall make audio recording of every open meeting. Any recording of any open meeting shall be a public record subject to inspection and copying and shall not be erased, deleted or destroyed for at least five (5) years, provided that if during that five-year period a written request for inspection or copying of any recording is made, the recording shall not be erased, deleted or destroyed until the requested inspection or copying has been accomplished. A copy of any such recording shall be provided, free of charge, upon request.
- B. All local bodies shall record the minutes for each regular and special meeting convened under the provisions of this division. The minutes of the Council shall be kept by the clerk of the local body with a record of each particular type of business transacted set off in paragraphs, with proper subheadings; provided that the clerk of the local body shall be required to make a record only of such business as was actually passed by a vote of the local body, and shall not be required to record any remarks of a member of the local body, or of any other person, except at the special request of a member of the local body (per Section 1-2-311(E)); provided, further, that a record shall be made of the names of persons addressing the local body, the title of the subject matter to which the remarks related, and whether they spoke in support of or in opposition to such matter.

Section 15-1-111 Responsibility for administration.

- A. The City Manager shall administer and coordinate the implementation of the provisions of this division for all local bodies, agencies and departments under his or her authority, responsibility or control.
- B. The City Clerk or other responsible department shall timely post all agendas and shall make available for immediate public inspection and copying all agendas and agenda-related material filed with it.

SECTION 3. Division 2 of Title 1 City Council is amended as follows and shall in all other respects remain in full force and effect:

CHAPTER 2-1

GENERAL

Sec. 1-2-101. - Time and place of meetings.

- A. Regular meetings of the City Council shall be held on the second and fourth Tuesdays of each month, and shall convene at the hour of 4:00 p.m. When the day for any regular meeting of the Council falls on a legal holiday, no meeting shall be held on such holiday; but such meeting shall be held at the same hour on the next succeeding business day which is not a holiday
- B. All meetings of the City Council shall be held at the Irvine City Council Chambers, One Civic Center Plaza, Irvine, California. However, any such meeting may be adjourned to another time, date and place certain within the City, provided that any change of meeting time, date and place shall be announced, by the most rapid means of communication available at the time, in a notice to media organizations who have requested written notice of meetings.

Sec. 1-2-102. - Special meetings.

Special meetings may be called by the Mayor or a majority of the members of the City Council pursuant to the notice and agenda requirements for special meetings set forth in Chapter 2 of Division 15 of this Title, and Government Code § 54956. Only matters contained in such notice may be considered and only urgency ordinances may be adopted. No regular ordinances or orders for payment of money shall be considered at such special meetings.

Sec. 1-2-103. - Public meetings.

All meetings of the City Council shall be open to the public and comply with the Ralph M. Brown Act (Government Code § 54950 *et seq.*) and the Irvine Sunshine

Ordinance (Division 15 of Title 1) except "closed session" matters, as provided by law. Such closed sessions may be held only during the course of a duly called meeting.

CHAPTER 2-3

RULES OF ORDER

Sec. 1-2-301. - Agenda.

All meetings of the City Council shall be noticed via posting of the agenda in accordance with the notice and agenda requirements set forth in the Irvine Sunshine Ordinance (Division 15 of Title 1). Except as provided in Section 15-1-107 and/or as otherwise provided in Government Code § 54954.2, no action shall be taken on matters not appearing on the posted agenda.

Sec. 1-2-309. - Preparation of minutes.

The minutes of the Council shall be kept by the City Clerk with a record of each particular type of business transacted set off in paragraphs, with proper subheadings; provided that the City Clerk shall be required to make a record only of such business as was actually passed by a vote of the Council, and shall not be required to record any remarks of a member of the Council, or of any other person, except at the special request of a member of the Council (Section 1-2-311(E) is applicable); provided, further, that a record shall be made of the names of persons addressing the Council, the title of the subject matter to which the remarks related, and whether they spoke in support of or in opposition to such matter. Such minutes shall meet the minimum standards set forth in Chapter 2 of Division 2 of this Title, Section 15-1-108(B) (Minutes and Recordings).

SECTION 4. Division 4 of Title 1 Commissions and Committees is amended as follows and shall in all other respects remain in full force and effect:

CHAPTER 4-1

IN GENERAL

Sec. 1-4-104. - Application of State law and the Irvine Sunshine Ordinance.

All commissions and committees shall be subject to those sections of the California Government Code known as the "Ralph M. Brown Act" (Government Code § 54950 et seq.), and shall conduct their business in conformity therewith. All local bodies as defined in Section 15-1-103(C) shall comply with the additional requirements of the Irvine Sunshine Ordinance, and shall conduct their business in conformity therewith.

CHAPTER 4-2
COMMISSIONS

Sec. 1-4-207. - Meetings.

The commission shall meet at such times as may be established by the City Council. All meetings shall be opened to the public and shall conform to the provisions of the "Ralph M. Brown Act" (Government Code § 54950 et seq.) and to the extent such commission constitutes a local body under Section 15-1-103(C), it shall comply with the additional requirements of the Irvine Sunshine Ordinance. Special meetings may be called by the chair of the commission or upon the written request of at least a majority of its members.

Sec. 1-4-208. - Procedures.

- A. Unless otherwise specifically provided by law or elsewhere in the Code, including the provisions of the Irvine Sunshine Ordinance, Robert's Rules of Order, Newly Revised, shall govern the general conduct of meetings of commissions. The adoption of Robert's Rules of Order is for the purpose of establishing a procedural framework for the conduct of meetings only. Any failure to adhere thereto shall in no way affect the validity of any action taken by the commission.
- B. It shall be the duty of each commissioner to take an active part in the commission's deliberation and to act in whatever capacity the commissioner may be called. Absence from three consecutive meetings without the formal consent of the commission shall be deemed to constitute the retirement of the commissioner, and the position shall automatically become vacant.

CHAPTER 4-3
COMMITTEES

Sec. 1-4-302. - Structure.

The structure, composition, number of members, manner of their appointment or selection, and other matters necessary to the creation and operation of each committee shall be determined in each case by the authority which establishes such committee, subject, however, to compliance with this division and the Irvine Sunshine Ordinance.

SECTION 5. Division 13 of Title 2 Finance Commission is amended as follows and shall in all other respects remain in full force and effect:

Sec. 2-13-108. - Meetings and procedures.

- A. The Finance Commission shall meet regularly at least once each month, at a time and place to be fixed by the City Council, and shall hold such other meetings as from time-to-time shall be called in the manner and form required by law, including the provisions of the Irvine Sunshine Ordinance.
- B. The meetings and procedures of the Finance Commission shall be subject to and governed by the resolutions and ordinances of the City Council establishing rules and regulations for commissions and committees.

SECTION 6. Division 3 of Title 3 Community Services Commission is amended as follows and shall in all other respects remain in full force and effect:

Sec. 3-3-109. - Meetings and procedures.

- A. The Community Services Commission shall meet regularly at least once each month, on a day to be fixed by the City Council, and shall hold such other meetings as from time-to-time shall be called in the manner and form required by law, including the provisions of the Irvine Sunshine Ordinance.
- B. The meetings and procedures of the Community Services Commission shall be subject to and governed by the rules and regulations for commissions and committees set forth in Chapter 2 of Division 4 of Title 1 of the Code.

SECTION 7. Division 3 of Title 5 Commission (Planning) is amended as follows and shall in all other respects remain in full force and effect:

Sec. 5-3-107. - Meetings and procedures.

- A. The Planning Commission shall meet regularly at least once each month on a day and place to be fixed by the City Council, and shall hold such other meetings as from time-to-time shall be called in the manner and form required by law, including the provisions of the Irvine Sunshine Ordinance.
- B. The meetings of the Planning Commission shall be subject to and governed by the rules and regulations for commissions and committees set forth in Chapter 2 of Division 4 of Title 1 of the Code.

SECTION 8. Chapter 9 of Division 3 of Title 6 (Transportation Commission) is amended as follows and shall in all other respects remain in full force and effect:

Sec. 6-3-906. - Meetings and procedures.

- A. The Transportation Commission shall meet regularly twice per month on a day and place to be fixed by the City Council, and shall hold such other meetings

as from time-to-time as called in the manner and form required by law, including the provisions of the Irvine Sunshine Ordinance.

- B. The meetings and procedures of the Transportation Commission shall be subject to and governed by the rules and regulations for commissions and committees set forth in Chapter 2 of Division 4 of Title 1 of the Code, as well as any bylaws which are approved by the City Council.

SECTION 9. CEQA Determination. In adopting this Ordinance, the City Council finds that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Title 14 California Code of Regulations Sections 15061(b)(3) and 15378, in that it can be seen with certainty that the Municipal Code amendments propose no activity that may have a significant effect on the environment and will not cause a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

SECTION 10: This Ordinance shall become effective as to the City Council, the Irvine Planning Commission, and the Irvine Transportation Commission thirty (30) days after adoption, and shall become effective as to the Irvine Finance Commission and the Irvine Community Services Commission on January 30, 2019.

SECTION 11: If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases or portions thereof be declared invalid or unconstitutional.

SECTION 12. The City Clerk shall certify to the passage of this Ordinance and this Ordinance shall be published as required by law and shall take effect as provided by law.

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the ___ day of ____, 2018.

MAYOR OF THE CITY OF IRVINE

ATTEST:

CITY CLERK OF THE CITY OF IRVINE

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF IRVINE)

I, MOLLY MCLAUGHLIN, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing Ordinance was introduced for first reading on the 23rd day of October, 2018, and duly adopted at a regular meeting of the City Council of the City of Irvine held on the ____ day of _____, 2018.

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

CITY CLERK OF THE CITY OF IRVINE

3.7

RECEIVED
CITY OF IRVINE
CITY CLERK'S OFFICE


2018 NOV -5 PM 5: 01

Memo

RECEIVED

NOV 05 2018

CITY OF IRVINE
CITY MANAGER'S OFFICE

To: John A. Russo, City Manager 
From: Christina Shea, Mayor Pro Tem
Date: November 6, 2018
Re: **Community Partnership Fund Grant Nomination**

In accordance with City Council Resolution No. 08-42, I am requesting the City Council approve a \$1,000 community partnership grant award to IvyMax Foundation in support of local program costs.

IvyMax Foundation is a qualified non-profit that advocates for the empowerment of women and youth locally and globally. Locally, IvyMax Foundation provides opportunities for Irvine students to participate in philanthropic programs and volunteer projects.

Should the City Council approve this request, the organization will enter into a Funding Agreement with the City that specify the grants use of funds, reporting requirements and regulatory compliance.

I would like to place this item on the November 13 City Council agenda to approve this community partnership grant award and authorize the City Manager to prepare and execute a Funding Agreement.

cc: Irvine City Council
Molly McLaughlin, City Clerk

RECEIVED
CITY OF IRVINE
CITY CLERK'S OFFICE

2018 NOV -6 PM 1:37

RECEIVED

NOV 06 2018

CITY OF IRVINE
CITY MANAGER'S OFFICE

Memo

To: John A. Russo, City Manager
From: Jeffrey Lalloway, Councilmember *JK*
Date: November 6, 2018
Re: **Community Partnership Fund Grant Nominations**

In accordance with City Council Resolution No. 08-42, I am requesting the City Council approve the following community partnership grant awards:

1. Chabad of Irvine - \$1,000

Chabad of Irvine is one of 2,000 branches of today's largest international organizations involved with Jewish education and outreach programs.

2. Beckman High School Athletic Booster Club – Cross Country – \$2,000

Beckman High School Athletic Booster Club assists and supports athletic teams at Beckman High School. Funds will be used to support the Cross Country program.

3. Velosport Cycling, Inc. - \$1,000

Based in Irvine, Velosport Cycling is America's largest junior road cycling program. They welcome riders of all skill levels, while promoting the sport of road cycling.

The above organizations are qualified 501(c)(3) tax-exempt organizations. Unless, otherwise noted, funds will be used to support program costs.

Should the City Council approve this request, the organizations will enter into Funding Agreements with the City that specify the grants use of funds, reporting requirements, and regulatory compliance.

I would like to place this item on the November 13 City Council agenda to approve these community partnership grant awards and authorize the City Manager to prepare and execute Funding Agreements.

cc: Irvine City Council
Molly McLaughlin, City Clerk

4.1



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: NOVEMBER 13, 2018

TITLE: BOND ISSUANCE FOR REASSESSMENT DISTRICT NO. 05-21
GROUP FOUR



Director of Administrative Services



City Manager

RECOMMENDED ACTION

Adopt – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$27,995,000 AGGREGATE PRINCIPAL AMOUNT OF CITY OF IRVINE REASSESSMENT DISTRICT NO. 05-21 LIMITED OBLIGATION IMPROVEMENT BONDS, FIXED RATE SERIES, GROUP FOUR, APPROVING THE EXECUTION AND DELIVERY OF A FOURTH SUPPLEMENTAL INDENTURE AND A BOND PURCHASE AGREEMENT

EXECUTIVE SUMMARY

In May 2006, the City formed Assessment District (AD) No. 05-21, also known as Orchard Hills (the District), at the request of the developer, the Irvine Company (TIC). The District is located north of Portola Parkway, south of the Santiago Hills, between State Route 261 and Jeffrey Road. The attached map illustrates the location of the District within the City as well as the parcels subject to the proposed bond issuance (Attachment 1). On July 31, 2018, TIC requested the fourth supplemental bond issuance (Group Four) for an amount not to exceed \$28.0 million to finance the infrastructure construction necessary for the District.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

The Finance Commission, at its regular meeting of October 15, 2018, recommended the City Council adopt the resolution authorizing bond issuance for Reassessment District No. 05-21 Group Four Limited Obligation Improvement Bonds, Fixed Rate Series by a 4-0-1 vote (Chair Stein, Commissioners Dressler, Sievers, and Shute approving; Commissioner Reyno absent).

ANALYSIS

Assessment district bonds are commonly used in land-based financing. Typically, the developer, as the landowner, requests the formation of an assessment district. Once a district is formed, a special assessment lien is placed on subject properties within that

district. Bonds are issued to fund the upfront construction costs of the backbone infrastructure of the district. Debt service payment and administration costs are secured and paid by special assessments levied on each of the subject properties annually.

The District was formed by the City on May 9, 2006, with original assessment limit established at \$235.3 million. Variable rate bonds were issued at the time of formation in the amount of \$80.0 million (AD 05-21). In January 2009, modifications were made and the maximum assessment lien was reduced to \$178.9 million. Subsequently, AD 05-21 was refunded by Reassessment District No. 05-21 Adjustable Rate Series A (RAD 05-21) in December 2011.

As development progresses, part of RAD 05-21 was converted to fixed rate bonds, along with new funds financed in increments. The incremental issuances of subsequent fixed rate bonds are referred to as Groups. RAD 05-21 Group One bonds were issued in March 2014 in the amount of \$74.9 million, among which \$47.6 million were used to convert portions of RAD 05-21 to fixed rate bonds, with the remainder of \$27.3 million for new funds. RAD 05-21 Group Two and Group Three bonds were issued in the amount of \$16.2 million and \$19.5 million in April 2016 and September 2017, respectively, both were for new funds.

On July 31, 2018, TIC requested the issuance of RAD 05-21 Limited Obligation Improvement Bonds, Fixed Rate Series, Group Four (Group Four Bonds) in the amount of \$28.0 million, all new funds. The Group Four Bonds will be directly purchased by IHC Funding I LLC, a Delaware limited liability company, as a private placement. Interest rates will be determined based on the market rates. RAD 05-21 Group One through Group Three were all issued through private placements, and IHC Fund I LLC was the purchaser of Group Two and Group Three bonds.

Total proceeds from the Group Four Bonds in the amount of \$28.0 million will be used to finance construction of infrastructure needed for the District (\$23.5 million), including, but not limited to, street improvements, traffic signals, park facilities utilities, and landscaping; debt service reserve fund (\$1.6 million); capitalized interest through June 2021 (\$2.7 million); and cost of issuance (\$0.2 million). Capitalized interest is a portion of bond proceeds that is set aside to pay interest for a specified time period, typically the later of three years from the date of bond issuance or one year after the project being financed is placed in service.

The proposed Group Four Bonds will carry a 30-year term, maturing in September 2050, with fixed interest rates ranging between 2.35 percent and 4.25 percent.

Once approved, bonded assessment lien for the District will total \$171.0 million, within the City Council approved maximum amount of \$178.9 million. Outstanding bonds for the District totaled \$137.9 million as of September 30, 2018.

The scheduled closing date of the proposed Group Four Bonds is December 5, 2018. The attached resolution contains the Fourth Supplemental Indenture and the Bond

Purchase Agreement necessary to execute the issuance and sale of the Group Four Bonds (Attachment 2).

ALTERNATIVES CONSIDERED

The City Council could choose not to adopt the resolution that will allow the issuance of the Group Four Bonds; however, that would be inconsistent with the prior direction provided by the City Council in Resolution 06-32 (Attachment 3) and Resolution 06-46 (Attachment 4) ordering the improvements and acquisitions to be made by the District. Adoption of the resolution will allow the Group Four Bonds to be issued and sold through private placement.

FINANCIAL IMPACT

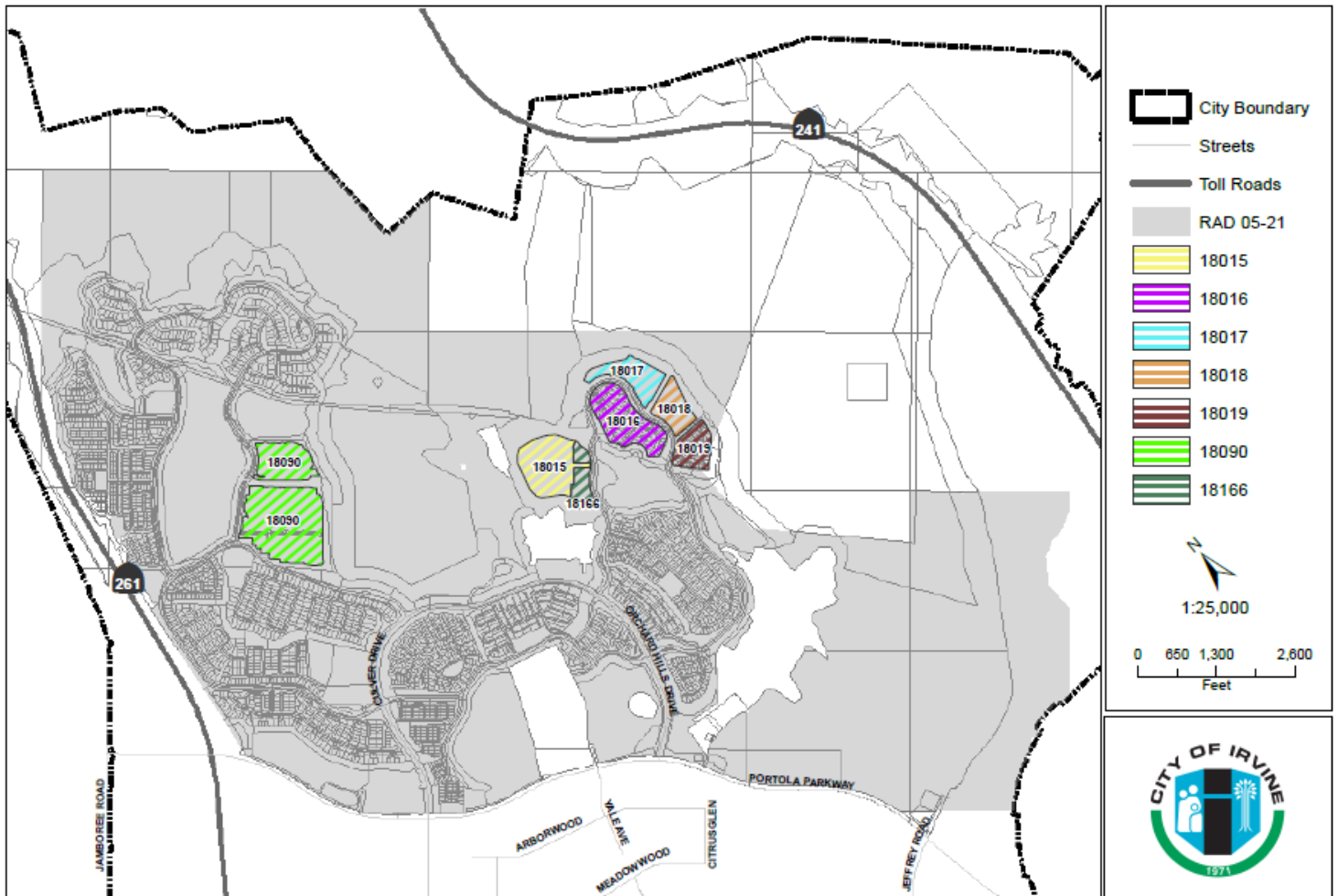
The proposed Group Four Bonds do not constitute obligations of the City. The debt is secured by the subject properties within the District. Annual debt service obligation and administrative costs will be paid from the special assessments levied on each subject property. The cost of issuance is estimated to be \$200,000 and will be paid from the proceeds of the Group Four Bonds.

REPORT PREPARED BY Patricia Song, Manager of Fiscal Services

ATTACHMENTS

1. Reassessment District No. 05-21 (Orchard Hills) Map
2. Resolution 18-xx Authorizing Bond Issuance
3. Resolution 06-32
4. Resolution 06-46

Reassessment District 05-21 PA 1 - Orchard Hills - Group 4 Tracts



CITY COUNCIL RESOLUTION NO. 18-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$27,995,000 AGGREGATE PRINCIPAL AMOUNT OF CITY OF IRVINE REASSESSMENT DISTRICT NO. 05-21 LIMITED OBLIGATION IMPROVEMENT BONDS, FIXED RATE SERIES, GROUP FOUR, APPROVING THE EXECUTION AND DELIVERY OF A FOURTH SUPPLEMENTAL INDENTURE AND A BOND PURCHASE AGREEMENT

WHEREAS, pursuant to an Indenture, dated as of December 1, 2011, by and between the City and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Original Indenture"), the City issued its Reassessment District No. 05-21 Limited Obligation Improvement Bonds, Adjustable Rate Series (the "Adjustable Rate Bonds") in the aggregate principal amount of \$79,265,000; and

WHEREAS, the Indenture provides that the City may, subject to the requirements of the Act, by Supplemental Indenture establish one or more Series of Additional Fixed Funding Series Bonds, and the City may issue and the Trustee may authenticate and deliver Bonds of any Series so established, in such principal amount as shall be determined by the City in said Supplemental Indenture, but only upon compliance by the City with the provisions of the Indenture; and

WHEREAS, the City desires pursuant to Section 3.09 of the Indenture to establish a Series of Additional Fixed Funding Series Bonds, for the purpose of funding, collectively (i) a Reserve Account established for the Group Four Bonds (defined below), (ii) the Costs of Issuance for the Group Four Bonds, (iii) interest payable on the Group Four Bonds, and (iv) costs of the Project (the "Group Four Bonds"); and

WHEREAS, in order to provide for the authentication and delivery of the Group Four Bonds to establish and declare the terms and conditions upon which the Group Four Bonds are to be issued and secured and to secure the payment of the principal thereof, premium, if any, and interest thereon, the City proposes to enter into a Fourth Supplemental Indenture with the Trustee (such Fourth Supplemental Indenture, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Fourth Supplemental Indenture"); and

WHEREAS, IHC Funding I LLC, a Delaware limited liability company, or any affiliate thereof, has presented the City with a proposal, in the form of a Bond Purchase Agreement, to purchase the Group Four Bonds (such Bond Purchase Agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "Bond Purchase Agreement"); and

ATTACHMENT 2

WHEREAS, there have been prepared and submitted to this meeting forms of:

- (a) the Fourth Supplemental Indenture (Exhibit A);
- (b) the Bond Purchase Agreement (Exhibit B); and

WHEREAS, the City desires to proceed to issue and sell the Group Four Bonds and to authorize the execution and delivery of such documents and the performance of such acts as may be necessary or desirable to effect the offering, sale and issuance of the Group Four Bonds.

WHEREAS, Section 5852.1 of the California Government Code (the "Code") requires that the Legislative Body of Reassessment District No. 05-21 (the "District") obtain from an underwriter, financial advisor or private lender and disclose, prior to authorization of the issuance of bonds with a term of greater than 13 months, good faith estimates of the following information in a meeting open to the public: (a) the true interest cost of the bonds, (b) the sum of all fees and charges paid to third parties with respect to the bonds, (c) the amount of proceeds of the bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the bonds, and (d) the sum total of all debt service payments on the bonds calculated to the final maturity of the bonds plus the fees and charges paid to third parties not paid with proceeds of the bonds; and

WHEREAS, set forth below are good faith estimates of Fieldman, Rolapp & Associates, Inc., the municipal advisor, as required under the Code, which estimates have no bearing on, and should not be misconstrued as, any not to exceed financial parameters authorized by this resolution:

- (a) The true interest cost of the bonds is estimated at 4.01% calculated as provided in Section 5852.1(a)(1)(A) of the Code;
- (b) The finance charge of the Group Four Bonds, including all fees and charges paid to third parties, is estimated at \$200,000;
- (c) the amount of proceeds of the Bonds received by the District for the sale of the Bonds less the finance charge of the Bonds and any reserves or capitalized interest paid or funded with proceeds of the Bonds are equal to \$23,497,551; and
- (d) The total payment amount calculated as provided in Section 5852.1(a)(1)(D) of the Code is estimated at \$52,076,933.

NOW, THEREFORE, the City Council of the City of Irvine does hereby resolve as follows:

Section 1. Subject to the provisions of Section 2 hereof, the issuance of the Group Four Bonds in the aggregate principal amount of not to exceed \$27,995,000 on the terms and conditions set forth in, and subject to the limitations specified in, the Indenture, as amended and supplemented by the Fourth Supplemental Indenture (as so

amended and supplemented, the "Indenture"), is hereby authorized and approved. The Group Four Bonds shall be dated, shall bear interest at the rates, shall mature on the dates, shall be issued in the form, and shall be as otherwise provided in the Indenture.

Section 2. The Fourth Supplemental Indenture, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, be and the same is hereby approved. The Mayor of the City, or such other member of the City Council as the Mayor may designate, the City Manager of the City, or such other officer of the City as the City Manager may designate, the Director of Administrative Services, and the Manager of Fiscal Services of the City (the "Authorized Officers") are, and each of them is, hereby authorized and directed, for and in the name of the City, to execute and deliver the Fourth Supplemental Indenture in the form submitted to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Fourth Supplemental Indenture by such Authorized Officer; provided, however, that such changes, insertions and omissions shall not authorize an aggregate principal amount of Group Four Bonds in excess of \$27,995,000, shall not result in a final maturity date of the Group Four Bonds later than September 2, 2050, and shall not result in a true interest cost on the Group Four Bonds in excess of 6.25%. The City Treasurer is hereby authorized and directed, for and in the name of the City, to execute and deliver the Group Four Bonds in accordance with the Fourth Supplemental Indenture.

Section 3. The Bond Purchase Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth in full herein, be and the same is hereby approved. The Authorized Officers are, and each of them is, hereby authorized and directed, for and in the name of the City, to execute and deliver the Bond Purchase Agreement in the form presented to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Bond Purchase Agreement by such Authorized Officer; provided, however, that such changes insertions and omissions shall not result in an aggregate underwriter's discount (not including any original issue discount) from the principal amount of the Group Four Bonds, or an underwriter's fee, in excess of 0% of the aggregate principal amount of the Group Four Bonds.

Section 4. The Authorized Officers are, and each of them hereby is, authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the issuance of the Group Four Bonds and the transactions contemplated by the Indenture and the Bond Purchase Agreement, and this resolution.

Section 5. All actions heretofore taken by the officers and employees of the City with respect to the issuance and sale of the Group Four Bonds, or in connection with or related to any of the agreements or documents referenced herein, are hereby approved, confirmed and ratified.

Section 6. The County Auditor is hereby authorized and directed, in accordance with the provisions of Section 8682 of the Streets and Highways Code of the State of California, to enter into the assessment roll on which property taxes will next become due, opposite each lot or parcel of land affected, in a space marked "public improvement assessment" or by other suitable designation, the next and several installments of such assessment coming due during the ensuing fiscal year covered by the assessment roll and that said entry then shall be made each year during the life of the bonds for the proceedings for the above-referenced Assessment District. This authorization is continual until all assessment obligations have been discharged and the bonds terminated.

As an alternative, and when determined to be in the best interests for bondholders of the Assessment District, this legislative body may, by resolution, designate an official other than the County Tax Collector to collect and maintain records of the collection of the assessments, including a procedure other than the normal property tax collection procedure.

In accordance with the provisions of Section 8685 of the Streets and Highways Code, if any lot or parcel of land affected by any assessments is not separately assessed on the tax roll so that the installment of the assessment to be collected can be conveniently entered thereon, then the Auditor shall enter on the roll a description of the lot or parcel affected, with the name of the owners, if known, but otherwise the owners may be described as "unknown owners," and extend the proper installment opposite the same.

Section 7. This Resolution shall take effect immediately upon its adoption.

Section 8. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED and ADOPTED by the City Council of the City of Irvine at a regular meeting held on the 13th day of November, 2018.

MAYOR OF THE CITY OF IRVINE

ATTEST:

CITY CLERK OF THE CITY OF IRVINE

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF IRVINE)

I, MOLLY MCLAUGHLIN, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing resolution was duly adopted at a regular meeting of the City Council of the City of Irvine, held on the 13th day of November, 2018.

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

CITY CLERK OF THE CITY OF IRVINE

**FOURTH SUPPLEMENTAL
INDENTURE**

**by and between the
CITY OF IRVINE**

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

as Trustee

Dated as of November 1, 2018

RELATING TO

\$27,995,000

CITY OF IRVINE

REASSESSMENT DISTRICT NO. 05-21

LIMITED OBLIGATION IMPROVEMENT BONDS,

FIXED RATE SERIES, GROUP FOUR

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FOURTH SUPPLEMENTAL INDENTURE

THIS FOURTH SUPPLEMENTAL INDENTURE (this “Fourth Supplemental Indenture”) is made and entered into as of November 1, 2018, by and between the CITY OF IRVINE, a chartered city and municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of California and its Charter (the “City”), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association organized and existing under the laws of the United States of America (the “Trustee”).

W I T N E S S E T H:

WHEREAS, pursuant to an Indenture, dated as of December 1, 2011, by and between the City and The Bank of New York Mellon Trust Company, N.A. as trustee, (the “Original Indenture”), the City issued its Reassessment District No. 05-21, Limited Obligation Improvement Bonds, Adjustable Rate Series (the “Adjustable Rate Bonds”) in the aggregate principal amount of \$79,265,000;

WHEREAS, the Indenture provides that the City may, subject to the requirements of the Act, by Supplemental Indenture establish one or more Series of Additional Fixed Funding Series Bonds, and the City may issue and the Trustee may authenticate and deliver Bonds of any Series so established, in such principal amount as shall be determined by the City in said Supplemental Indenture, but only upon compliance by the City with the provisions of the Indenture;

WHEREAS, the City desires to establish a Series of Additional Fixed Funding Series Bonds (the “Group Four Bonds”) for the purpose of funding (i) a Reserve Account established for the Group Four Bonds as defined below, (ii) the Costs of Issuance of the Group Four Bonds, (iii) interest payable on the Group Four Bonds and (iv) costs of the Project;

WHEREAS, the Group Four Bonds are to be issued in an aggregate principal amount of \$_____;

WHEREAS, the City has determined that all things necessary to cause the authorization, execution and delivery of this Fourth Supplemental Indenture have in all respects been duly authorized;

NOW, THEREFORE, in consideration of the covenants and provisions herein set forth and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree that the Indenture is hereby amended by adding thereto an additional Article as follows:

ARTICLE XVI

GROUP FOUR BONDS

Section 16.01 Definitions.

Unless the context otherwise requires, the terms defined in this Section shall for all purposes of the Amended Indenture, of any Supplemental Indenture and of any certificate, opinion or other document herein or therein mentioned, have the meanings herein specified.

“Affiliate” of another Person or entity means (a) a Person directly or indirectly owning, controlling or holding with power to vote, 5% or more of the outstanding voting securities of such other Person, (b) any Person 5% of whose outstanding voting securities are directly or indirectly owned, controlled, or held with power to vote, by such other Person, and (c) any Person directly or indirectly controlling, controlled by, or under common control with, such other Person; for purposes hereof, control means the power to exercise a controlling influence over the management or policies of a Person, unless such power is solely the result of an official position with such Person.

“Amended Indenture” means the Indenture as supplemented by the Fourth Supplemental Indenture.

“Anniversary Date” means the date that is one year after the Closing Date.

“Assessment District” means Reassessment District No. 05-21.

“Authorized Denominations” means \$100,000 and any integral multiple of \$1,000 in excess thereof.

“Fourth Supplemental Indenture” means this Fourth Supplemental Indenture, dated as of November 1, 2018, by and between the City and The Bank of New York Mellon Trust Company, N.A.

“Group Four Bonds” or **“Bonds”** means the \$_____ aggregate principal amount of Additional Fixed Funding Series Bonds.

“Group Four Closing Date” means the date upon which the Group Four Bonds are delivered to the Group Four Original Purchaser, being_____, 2018.

“Group Four Costs” means all items of expense directly or indirectly payable by or reimbursable to the City relating to the authorization, issuance, conversion, remarketing, sale and delivery of the Group Four Bonds, including but not limited to printing expenses, rating agency fees, filing and recording fees, fees, expenses and charges of the Trustee and its counsel, fees, charges and disbursements of underwriters, remarketing agents, attorneys, financial advisors, accounting firms, consultants, and other professionals, and fees and charges for preparation, execution and safekeeping of the Group Four Bonds.

“Group Four Costs Account” means the account within the Cost of Issuance Fund by that name established and held by the Trustee pursuant to Section 16.05(b).

“Group Four Designated Parcels” means the parcels of real property within the Assessment District designated by the City, pursuant to Section 7.01(e) of the Indenture, to represent the Group Four Bonds, set forth in Exhibit R hereto.

“Group Four Original Purchaser” means IHC Funding I LLC, a Delaware limited liability company, or an affiliate thereof.

“Group Four Original Purchaser Affiliate” means, at any time, and with respect to any Person, the Ultimate Parent Entity of such Person and any other Person that is Owned by

the same Ultimate Parent Entity. “Owned” means ownership, directly or indirectly, of 100% of the outstanding voting securities of such Person or, if such Person has no outstanding voting securities, the right to 100% of the profits of such Person. “Ultimate Parent Entity” means an entity that Controls a specified Person and is not itself controlled by another entity. “Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“**Group Four Rebate Fund**” means the fund by that name established and held by the Trustee pursuant to Section 16.13.

“**Group Four Rebate Requirement**” has the meaning ascribed thereto in the Group Four Tax Certificate.

“**Group Four Tax Certificate**” means the Tax Certificate executed by the City at the time of issuance of the Group Four Bonds relating to the requirements of Section 148 of the Code, as originally executed and as it may from time to time be amended in accordance with the provisions thereof.

“**Indenture**” means the Indenture of Trust, dated as of December 1, 2011, by and between the City and The Bank of New York Mellon Trust Company, N.A., as supplemented.

“**Lockout Date**” means the date on which (a) the amount of the Assessments levied on the Group Four Designated Parcels owned by the Group Four Original Purchaser or a Group Four Original Purchaser Affiliate thereof is less than 20% of the aggregate amount of the Assessments levied on all Group Four Designated Parcels, and (b) the amount of the Assessments levied on the Group Four Designated Parcels owned by any single owner of Group Four Designated Parcels or an Affiliate of such owner is less than 20% of the aggregate amount of the Assessments levied on all Group Four Designated Parcels.

“**Lockout Date Certificate**” means a Certificate executed by an Authorized Representative of the City addressed to the Trustee setting forth the Lockout Date.

“**Lockout Period Continuing Disclosure Agreement**” means a Continuing Disclosure Agreement, substantially in the form attached hereto as Exhibit U, to be entered into by the Group Four Original Purchaser and the Trustee as a condition precedent to Group Four Bonds being transferred by the Group Four Original Purchaser to a Lockout Period Qualified Transferee pursuant to subsection (b) of Section 16.09 hereof.

“**Lockout Period Qualified Transferee**” means a Qualified Institutional Buyer that is either (a) a national banking association that (i) has total assets in excess of \$3 billion, and (ii) owns \$350 million or more of municipal securities; (b) a registered investment company that (i) has total assets in excess of \$4 billion, and (ii) owns or holds \$2 billion or more of municipal securities; (c) a regulated insurance company that (i) has total assets in excess of \$4 billion, and (ii) owns \$2 billion or more of municipal securities.

“**Lockout Period Qualified Transferee Investor Letter**” means an Investor Letter, substantially in the form of Exhibit S attached hereto, to be delivered to the Trustee and the

City in connection with the transfer of Group Four Bonds in accordance with the provisions of subsection (b) of Section 16.09 hereof.

“Permitted Investments” means the following, which at the time of investment are determined by the City to be legal investments under the laws of the State of California for the funds to be invested therein:

- (a) Federal Securities;
- (b) any of the following direct or indirect obligations of the following agencies of the United States of America: (i) direct obligations of the Export-Import Bank; (ii) certificates of beneficial ownership issued by the Farmers Home Administration; (iii) participation certificates issued by the General Services Administration; (iv) mortgage-backed bonds or pass-through obligations issued and guaranteed by the Government National Mortgage Association, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or the Federal Housing Administration; (v) project notes issued by the United States Department of Housing and Urban Development; and (vi) public housing notes and bonds guaranteed by the United States of America;
- (c) bank deposit products, interest-bearing demand or time deposits (including certificates of deposit) or deposit accounts in federal or state chartered savings and loan associations or in federal or State of California banks (including the Trustee and its affiliates), provided that (i) at the time of investment, the unsecured short-term obligations of such commercial bank or savings and loan association shall have at least two of the three following ratings: A1 or better by Moody’s, A+ or better by Fitch, A+ or better by Standard & Poor’s or (ii) such demand or time deposits shall be fully insured by the Federal Deposit Insurance Corporation;
- (d) commercial paper rated at the time of purchase in the highest letter and number rating category by two of the three rating agencies (Fitch, Moody’s and Standard & Poor’s), issued by corporations which are organized and operating within the United States of America, and which matures not more than 270 days following the date of investment therein;
- (e) bankers acceptances, consisting of bills of exchange or time drafts drawn on and accepted by a commercial bank which may include the Trustee and its affiliates, which mature not more than 180 days following the date of investment therein;
- (f) obligations the interest on which is excludable from gross income pursuant to Section 103 of the Code and which have two of the three following ratings: A or better by Fitch, A or better from Standard & Poor’s, A2 or better from Moody’s;
- (g) obligations issued by any corporation organized and operating within the United States of America having assets in excess of \$500,000,000, which obligations have two of the three following ratings: A or better by Fitch, A or better from Standard & Poor’s, A2 or better from Moody’s;
- (h) money market mutual funds which at the time of purchase, carry the highest short-term rating category by two of the three rating agencies (Fitch, Moody’s and Standard & Poor’s), including those for which the Trustee or an affiliate receives and retains a fee for services provided

to the fund, whether as a transfer agent, custodian, investment advisor or otherwise with respect to such money market fund;

(i) any investment agreement with a provider whose long-term rating is in the highest two categories by two of the three rating agencies (Standard & Poor's, Fitch, or Moody's), and with respect to any investment agreement in which amounts held in a fund or account securing Fixed Funding Series Bonds are invested, is approved in writing by the Bank, prior to the time of initial investment; and

(j) the Local Agency Investment Fund (the "LAIF") established pursuant to Section 16429.1 of the California Government Code to the extent the Trustee may deposit and withdraw funds directly.

"Person" means an individual, corporation, limited liability company, firm, association, partnership, trust, or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

"Qualified Bank" means a state or national bank or trust company or savings and loan association or a foreign bank with a domestic branch or agency which is organized and in good standing under the laws of the United States or any state thereof or any foreign country, which has a capital and surplus of \$50,000,000 or more and which has a short term debt rating of the highest ranking or of the highest letter and numerical rating as provided by Moody's or by Fitch.

"Qualified Institutional Buyer" means a "Qualified Institutional Buyer" within the meaning of Rule 144A promulgated under the Securities Act.

"Qualified Institutional Buyer Investor Letter" means an Investor Letter, substantially in the form of Exhibit T attached hereto, to be delivered to the Trustee and the City in connection with the transfer of Group Four Bonds in accordance with the provisions of subsection (c) of Section 16.09 hereof.

"Reserve Requirement-Group Four" means, with respect to the Group Four Bonds, as of the date of any calculation, the least of (a) 10% of the original aggregate principal amount of the Group Four Bonds, (b) maximum annual debt service on the Group Four Bonds, and (c) 125% of average annual debt service on the Group Four Bonds.

"Securities Act" means the Securities Act of 1933, as amended, and the rules, regulations and published interpretations of the Securities and Exchange Commission promulgated thereunder from time to time.

Section 16.02 Authorization and Issuance of Group Four Bonds.

The Group Four Bonds shall be designated "City of Irvine Reassessment District No. 05-21 Limited Obligation Improvement Bonds, Group Four", and shall be secured by and payable from the Assessments and other assets pledged hereunder, as provided herein. The aggregate principal amount of Group Four Bonds that may be issued and Outstanding under this Fourth Supplemental Indenture shall not exceed \$ _____ except as may be otherwise provided in Section 2.14. On the Group Four Closing Date, the City shall execute and the Trustee shall

authenticate the Group Four Bonds and deliver the Group Four Bonds to the Group Four Original Purchaser in the aggregate principal amount of \$_____.

Section 16.03 Terms of Group Four Bonds.

(a) The Group Four Bonds shall be issued in fully registered form without coupons in Authorized Denominations, so long as no Group Four Bond shall have more than one maturity date. The Group Four Bonds shall be issued as individual original Bonds to the purchaser(s) from time to time, and not in DTC form. The Group Four Bonds shall be dated as of _____, 2018, shall be in the aggregate principal amount of \$_____ shall mature on September 2 of each year and shall bear interest (calculated on the basis of a 360-day year comprised of twelve 30-day months) at the rates per annum as follows:

<u>Maturity</u> <u>(September 2)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
---	-----------------------------------	--------------------------------

(b) The Interest Payment Dates for the Group Four Bonds shall commence on March 2, 2019. Interest on the Group Four Bonds shall be payable from the Interest Payment Date next preceding the date of authentication thereof unless (i) a Group Four Bond is authenticated on or before an Interest Payment Date and after the close of business on the preceding Record Date, in which event it shall bear interest from such Interest Payment Date, (ii) a Group Four Bond is authenticated on or before the first Record Date, in which event interest thereon shall be payable from _____, 2018, or (iii) interest on any Group Four Bond is in default as of the date of authentication thereof, in which event interest thereon shall be payable from the date to which interest has been paid in full or made available for such payment, payable on each Interest Payment Date. Interest shall be paid in lawful money of the United States on each Interest Payment Date to the Persons in whose names the ownership of the Group Four Bonds is registered on the Registration Books at the close of business on the immediately preceding Record Date, except as

provided below. Interest on any Group Four Bond which is not punctually paid or duly provided for on any Interest Payment Date shall be payable to the Person in whose name the ownership of such Group Four Bond is registered on the Registration Books at the close of business on a special Record Date to be established by the Trustee for the payment of such defaulted interest, notice of which shall be given to such Owner not less than ten days prior to such special Record Date. Interest shall be paid by check of the Paying Agent mailed by First class mail, postage prepaid, on each Interest Payment Date to the Group Four Bond Owners at their respective addresses shown on the Registration Books as of the close of business on the preceding Record Date, except that in the case of an Owner of \$1,000,000 or more in aggregate principal amount of Group Four Bonds, upon the written request of such Owner to the Paying Agent, received at least ten days prior to a Record Date, specifying the account or accounts to which such payment shall be made, payment of interest shall be made by wire transfer of immediately available funds on the following Interest Payment Date. Any such request shall remain in effect until revoked or revised by such Owner by an instrument in writing delivered to the Paying Agent.

(c) The principal of and premium, if any, on the Group Four Bonds shall be payable in lawful money of the United States of America upon presentation and surrender thereof upon maturity or earlier redemption at the Office of the Paying Agent or such other place as designated by the Paying Agent. Payment of principal of and premium, if any, on any Group Four Bond shall be made only upon presentation and surrender of such Group Four Bond at the Office of the Paying Agent.

(d) The Group Four Bonds shall be subject to redemption as provided in Section 16.07.

Section 16.04 Form of Group Four Bonds.

The Group Four Bonds shall be in substantially the form set forth in Exhibit Q hereto, with appropriate or necessary insertions, omissions and variations as permitted or required hereby. Only such of the Group Four Bonds as shall bear thereon a certificate of authentication substantially in the form set forth in Exhibit Q hereto, manually executed by the Trustee, shall be valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such certificate of or on behalf of the Trustee shall be conclusive evidence that the Group Four Bonds so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this Indenture.

Section 16.05 Application of Amounts.

On the Group Four Closing Date, the proceeds of the sale of the Group Four Bonds (\$_____00) shall be paid to the Trustee and shall be transferred or deposited by the Trustee as follows:

(a) The Trustee shall, from the proceeds of the sale of the Group Four Bonds, deposit the amount of \$_____ in the Group Four Reserve Account, constituting the full amount of the Reserve Requirement-Group Four.

(b) The Trustee shall, from the proceeds of the sale of the Group Four Bonds, deposit the amount of \$_____ in the Group Four Costs Account.

(c) The Trustee shall, from the proceeds of the sale of the Group Four Bonds, deposit the amount of \$ _____ into the Group Four Capitalized Payments Account.

(d) The Trustee shall, from the proceeds of the Group Four Bonds, deposit the amount of \$ _____ into the Group Four Account of the Improvement Fund.

Section 16.06 Group Four Costs Account.

There is hereby established an account to be known as the “Group Four Costs Account”, which shall be held by the Trustee in trust. On the Group Four Closing Date, there shall be deposited in the Group Four Costs Account the amount specified in Section 16.05(b).

The moneys in the Group Four Costs Account shall be used from time to time to pay the Group Four Costs. All moneys in the Group Four Costs Account shall be invested by the City solely in Permitted Investments. All interest, profits and other income received from the investment of moneys in the Group Four Costs Account shall be retained therein. On December 31, 2019, all amounts remaining in the Group Four Costs Account shall be deposited in the Group Four Continuing Costs Account.

Section 16.07 Redemption of Group Four Bonds.

(a) Optional Redemption. The Group Four Bonds shall be subject to optional redemption, in whole, or in part in Authorized Denominations, on any Interest Payment Date, at the following respective Redemption Prices (expressed as percentages of the principal amount of the Group Four Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
March 2, 2019 through March 2, 2026	103%
September 2, 2026 and March 2, 2027	102
September 2, 2027 and March 2, 2028	101
September 2, 2028 and thereafter	100

(b) Mandatory Redemption From Assessment Prepayments. The Group Four Bonds shall be subject to mandatory redemption, in whole, or in part in Authorized Denominations, on any Interest Payment Date, from and to the extent of any prepayment of Assessments on parcels of real property within the area constituting the Group Four Designated Parcels, at the following respective Redemption Prices (expressed as percentages of the principal amount of the Group Four Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
March 2, 2019 through March 2, 2026	103%
September 2, 2026 and March 2, 2027	102
September 2, 2027 and March 2, 2028	101
September 2, 2028 and thereafter	100

The City shall notify the Trustee of Group Four Bonds to be called for redemption upon prepayment of such Assessments in amounts sufficient therefor, or whenever sufficient surplus funds are available therefor in the Group Four Redemption Account.

(c) Mandatory Sinking Fund Redemption. The Group Four Bonds maturing on September 2, 20__ shall be subject to mandatory sinking fund redemption, in part, on September 2 in each year, commencing September 2, 20 at a Redemption Price equal to the principal amount of the Group Four Bonds to be redeemed, without premium, plus accrued interest thereon to the date of redemption, in the aggregate respective principal amounts in the respective years as follows:

Sinking Fund Redemption Date (September 2)	Principal Amount to be Redeemed
---	--

If some but not all of the Group Four Bonds maturing on September 2, 20 are redeemed pursuant to Section 16.07(a), the principal amount of Group Four Bonds maturing on September 2, 20, to be redeemed pursuant to Section 16.07(d) on any subsequent September 2 shall be reduced, by \$5,000 or an integral multiple thereof, as designated by the City in a Written Certificate of the City filed with the Trustee at least 45 days prior to such redemption date; provided, however, that the aggregate amount of such reductions shall not exceed the aggregate amount of Group Four Bonds maturing on September 2, 20, redeemed pursuant to Section 16.07(a). If some but not all of the Group Four Bonds maturing on September 2, 20, are redeemed pursuant to Section 16.07(b), the principal amount of Group Four Bonds maturing on September 2, 20, to be subsequently redeemed pursuant to Section 16.07(c) shall be reduced by the aggregate principal amount of the Group Four Bonds maturing on September 2, 20, so redeemed pursuant to Section 16.07(b), such reduction to be allocated as nearly as practicable on a pro rata basis in amounts of \$5,000 or integral multiples thereof, as designated by the City in a Written Certificate of the City filed with the Trustee at least 45 days prior to such redemption date.

(d) Mandatory Sinking Fund Redemption. The Group Four Bonds maturing on September 2, 20_ , shall be subject to mandatory sinking fund redemption, in part, on September 2 in each year, commencing September 2, 20 , at a Redemption Price equal to the principal amount of the Group Four Bonds to be redeemed, without premium, plus accrued interest thereon to the date of redemption, in the aggregate respective principal amounts in the respective years as follows:

Sinking Fund Redemption Date (September 2)	Principal Amount to be Redeemed
---	--

If some but not all of the Group Four Bonds maturing on September 2, 20__, are redeemed pursuant to Section 16.07(a), the principal amount of Group Four Bonds maturing on September 2, 20__, to be redeemed pursuant to Section 16.07(c) on any subsequent September 2 shall be reduced, by \$5,000 or an integral multiple thereof, as designated by the City in a Written Certificate of the City filed with the Trustee at least 45 days prior to such redemption date; provided, however, that the aggregate amount of such reductions shall not exceed the aggregate amount of Group Four Bonds maturing on September 2, 20__, redeemed pursuant to Section 16.07(a). If some but not all of the Group Four Bonds maturing on September 2, 20__, are redeemed pursuant to Section 16.07(b), the principal amount of Group Four Bonds maturing on September 2, 20__, to be subsequently redeemed pursuant to Section 16.07(c) shall be reduced by the aggregate principal amount of the Group Four Bonds maturing on September 2, 20__, so redeemed pursuant to Section 16.07(b), such reduction to be allocated as nearly as practicable on a pro rata basis in amounts of \$5,000 or integral multiples thereof, as designated by the City in a Written Certificate of the City filed with the Trustee at least 45 days prior to such redemption date.

Section 16.08 Selection of Group Four Bonds for Redemption.

Whenever provision is made in this Indenture for the redemption of less than all of the Group Four Bonds, the Trustee shall select the Group Four Bonds to be redeemed from all Group Four Bonds not previously called for redemption (a) with respect to any redemption pursuant to Section 16.07(a), among maturities as directed in a Written Request of the City, and (b) with respect to any redemption pursuant to Section 16.07(b), among maturities on a pro rata basis as nearly as practicable, and by lot among Group Four Bonds with the same maturity in such manner as shall be determined by the Trustee. For purposes of such selection each Group Four Bond shall be deemed to be comprised of separate denominations equal to the minimum Authorized Denomination for such Group Four Bond and such separate denominations shall be treated as separate Group Four Bonds which may be separately redeemed.

Section 16.09 Limitations on Transfer.

(a) No transfer, sale or other disposition of any Group Four Bond may be made prior to the Anniversary Date except to a Group Four Original Purchaser Affiliate in accordance with Section 16.09(f) below.

(b) On and after the Anniversary Date and prior to the Lockout Date, as set forth in the Lockout Date Certificate, the Group Four Original Purchaser, as the Owner of the Group Four Bonds, may on one, but on only one, occasion transfer all or a portion (such portion to be in Authorized Denominations) of the Group Four Bonds to a Person that is a Lockout Period Qualified Transferee that is purchasing such Group Four Bonds for not more than one account for investment purposes and not with a view to distributing such Group Four Bonds; provided, however, that no such transfer shall be made unless, prior to the date of transfer, the Group Four Original Purchaser and the Trustee have entered into a Lockout Period Continuing Disclosure Agreement substantially in the form attached hereto as Exhibit S. No additional transfers of Group Four Bonds may be made by the Group Four Original Purchaser prior to the Lockout Date except to a Group Four Original Purchaser Affiliate in accordance with Section 16.09(f) below. On and after the Anniversary Date and prior to the Lockout Date, the Group Four Original Purchaser, as the Owner of the Group Four Bonds, shall not transfer ownership of the Group Four Bonds, unless the Group Four Original Purchaser reasonably believes that the transferee is a Lockout Period

Qualified Transferee that is purchasing such Group Four Bonds for not more than one account for investment purposes and not with a view to distributing such Group Four Bonds. Each Lockout Period Qualified Transferee to which the Group Four Original Purchaser intends to transfer ownership of a Group Four Bond after the Anniversary Date and prior to the Lockout Date shall deliver to the Trustee a completed and duly executed Lockout Period Qualified Transferee Investor Letter substantially in the form attached hereto as Exhibit S prior to transfer of any Group Four Bond. The City and the Trustee may rely conclusively upon the information contained in any Lockout Period Qualified Transferee Investor Letter in the absence of becoming aware of information to the contrary. Each transferee of a Group Four Bond after the Anniversary Date and prior to the Lockout Date, by its purchase thereof, shall be deemed to have represented that such transferee is a Lockout Period Qualified Transferee that is purchasing such Group Four Bond for not more than one account for investment purposes and not with a view to distributing such Group Four Bond, and shall be deemed to have made each of the certifications, representations, warranties, acknowledgements and covenants set forth in the Lockout Period Qualified Transferee Investor Letter. Prior to the Lockout Date, a Lockout Period Qualified Transferee to which Group Four Bonds were transferred as provided in this subsection may, from time to time transfer all or a portion (such portion to be in Authorized Denominations) of such Group Four Bonds to the Group Four Original Purchaser. No other transfer, sale or other disposition of any Group Four Bond shall be made by such Lockout Period Qualified Transferee prior to the Lockout Date.

(c) On and after the Lockout Date, no transfer, sale or other disposition of any Group Four Bond may be made except to (1) a Person that is a Qualified Institutional Buyer that is purchasing such Group Four Bond for not more than one account for investment purposes and not with a view to distributing such Group Four Bond or (2) a Group Four Original Purchaser Affiliate in accordance with Section 16.09(f) below. On and after the Lockout Date, no Owner of a Group Four Bond shall transfer ownership of such Group Four Bond, unless such Transferor Owner reasonably believes that the transferee is a Qualified Institutional Buyer that is purchasing such Group Four Bond for not more than one account for investment purposes and not with a view to distributing such Group Four Bond. Each transferee of a Group Four Bond shall deliver to the Trustee a completed and duly executed Qualified Institutional Buyer Investor Letter substantially in the form attached hereto as Exhibit T prior to transfer of any Group Four Bond. The City and the Trustee may rely conclusively upon the information contained in any Qualified Institutional Buyer Investor Letter in the absence of becoming aware of information to the contrary. Each transferee of a Group Four Bond by its purchase thereof, shall be deemed to have represented that such transferee is a Qualified Institutional Buyer that is purchasing such Group Four Bond for not more than one account for investment purposes and not with a view to distributing such Group Four Bond, and shall be deemed to have made each of the certifications, representations, warranties, acknowledgements and covenants set forth in the Qualified Institutional Buyer Investor Letter.

(d) The Group Four Bonds shall bear a legend describing or referencing the restrictions on transferability set forth in this Section.

(e) Each Person who is or who becomes an Owner of a Group Four Bond shall be deemed by the acceptance or acquisition of such ownership to have agreed to be bound by the provisions of this Section. The transferor of ownership of a Group Four Bond agrees to provide notice to any proposed transferee of such Group Four Bond of the restrictions on transfer described herein. Any Owner attempting a transfer, sale or other disposition of a Group Four Bond shall, and

does hereby agree to, indemnify the City and the Trustee against any liability that may result if such transfer, sale or other disposition is not made in accordance with this Section.

(f) The Group Four Original Purchaser may at any time transfer all, but not less than all, of the Group Four Bonds to a Group Four Original Purchaser Affiliate, subject to the prior written approval of the Authorized Representative, which approval shall not be unreasonably withheld. No such transfer shall impair or otherwise negatively affect the federal or state tax treatment of the interest or original issue discount on the Group Four Bonds. Upon such transfer, the Group Four Original Purchaser Affiliate shall be subject to the same limitations on transfer of the Group Four Bonds as applicable to the Group Four Original Purchaser.

Section 16.10 Transfer and Exchange of Group Four Bonds

Group Four Bonds may not be transferred on the Registration Books prior to the Anniversary Date except to a Group Four Original Purchaser Affiliate in accordance with Section 16.09(f) above. On and after the Anniversary Date and prior to the Lockout Date, other than a transfer to a Group Four Original Purchaser Affiliate, all or a portion (such portion to be in Authorized Denominations) of the Group Four Bonds may be transferred one time, and one time only, on the Registration Books by the Group Four Original Purchaser, as the Owner of the Group Four Bonds, in person or by the Group Four Original Purchaser's duly authorized attorney, upon (i) surrender of such Group Four Bonds to the Trustee for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form acceptable to the Trustee, (ii) delivery to the City and the Trustee of a completed and duly executed Lockout Period Qualified Transferee Investor Letter substantially in the form attached hereto as Exhibit S, and (iii) the execution and delivery by the Group Four Original Purchaser and the Trustee of a Lockout Period Continuing Disclosure Agreement substantially in the form attached hereto as Exhibit U. Prior to the Lockout Date, all or a portion (such portion to be in Authorized Denominations) of the Group Four Bonds registered on the Registration Books in the name of a Lockout Period Qualified Transferee to which Group Four Bonds were transferred as provided in the preceding sentence may be transferred on the Registration Books from time to time to the Group Four Original Purchaser, but only to the Group Four Original Purchaser, on the Registration Books by such Lockout Period Qualified Transferee, in person or by the Lockout Period Qualified Transferee's duly authorized attorney, upon surrender of such Group Four Bonds to the Trustee for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form acceptable to the Trustee. On or after the Lockout Date, any Group Four Bond may be transferred upon the Registration Books by the Person in whose name it is registered, in person or by such Person's duly authorized attorney, upon (i) surrender of such Group Four Bond to the Trustee for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form acceptable to the Trustee, and, unless the transferee is an approved Group Four Original Purchaser Affiliate, (ii) delivery to the City and the Trustee of a completed and duly executed Qualified Institutional Buyer Investor Letter substantially in the form attached hereto as Exhibit T.

Section 16.11 Group Four Accounts.

In accordance with Section 6.02, the Trustee shall establish and maintain within the Redemption Fund a separate account designated the "Group Four Redemption Account." In accordance with Section 6.03, the Trustee shall establish and maintain within the Prepayment Account a separate account designated the "Group Four Prepayment Subaccount." In accordance

with Section 16.05(a), the Trustee shall establish and maintain within the Reserve Fund a separate account designated the “Group Four Reserve Account.” In accordance with Section 16.05(d), the Trustee shall establish and maintain within the Improvement Fund a separate account designated the “Group Four Improvement Account.”

Notwithstanding anything to the contrary contained herein, so long as no Event of Default shall have occurred and be continuing, any amount in the Group Four Reserve Account in excess of the Reserve Requirement - Group Four on February 15 and August 15 of each year shall be withdrawn from the Group Four Reserve Account by the Trustee and deposited in the Group Four Redemption Account.

Section 16.12 Group Four Tax Covenants.

(a) The City shall not take any action, or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income of interest on the Group Four Bonds under Section 103 of the Code. Without limiting the generality of the foregoing, the City shall comply with the requirements of the Group Four Tax Certificate, which is incorporated herein as if fully set forth herein. This covenant shall survive payment in full or defeasance of the Group Four Bonds.

(b) In the event that at any time the City is of the opinion that for purposes of this Section it is necessary or helpful to restrict or limit the yield on the investment of any moneys held by the Trustee in any of the funds or accounts established hereunder, the City shall instruct the Trustee in writing as to the specific investment to be made in order to so restrict or limit the yield, and the Trustee shall take such action as may be necessary in accordance with such instructions.

(c) Notwithstanding any provisions of this Section, if the City shall provide to the Trustee an opinion of Bond Counsel to the effect that any specified action required under this Section is no longer required or that some further or different action is required to maintain the exclusion from federal income tax of interest on the Group Four Bonds, the Trustee may conclusively rely on such opinion in complying with the requirements of this Section and of the Group Four Tax Certificate, and the covenants hereunder shall be deemed to be modified to that extent.

(d) Certain agreements, requirements and procedures contained or referred to in this Fourth Supplemental Indenture, the Group Four Tax Certificate and other relevant documents may be changed and certain actions (including, without limitation, defeasance of the Group Four Bonds) may be taken or omitted under the circumstances and subject to the terms and conditions set forth in such documents. Any such change may occur or action may be taken or omitted upon the advice or approval of Bond Counsel other than the Bond Counsel that rendered a final opinion with respect to the Group Four Bonds upon their original issuance, only if the City obtains from such other Bond Counsel an opinion substantially to the effect that interest on the Group Four Bonds is excluded from gross income for federal income tax purposes.

Section 16.13 Group Four Rebate Fund.

(a) The Trustee shall establish and maintain a special fund designated the “Group Four Rebate Fund.” There shall be deposited in the Group Four Rebate Fund such amounts

as are required to be deposited therein pursuant to the Group Four Tax Certificate. All money at any time deposited in the Group Four Rebate Fund shall be held by the Trustee in trust, to the extent required to satisfy the Group Four Rebate Requirement, for payment to the United States of America. Notwithstanding defeasance of the Group Four Bonds pursuant to Article XVI hereof or anything to the contrary contained herein, all amounts required to be deposited into or on deposit in the Group Four Rebate Fund shall be governed exclusively by this Section and by the Group Four Tax Certificate (which is incorporated herein by reference). The Trustee shall be deemed conclusively to have complied with such provisions if it follows the written directions of the City, and shall have no liability or responsibility to enforce compliance by the City with the terms of the Group Four Tax Certificate. The Trustee may conclusively rely upon the City's determinations, calculations and certifications required by the Group Four Tax Certificate. The Trustee shall have no responsibility to independently make any calculation or determination or to review the City's calculations.

(b) Any funds remaining in the Group Four Rebate Fund after payment in full of all of the Group Four Bonds and after payment of any amounts described in this Section, shall be withdrawn by the Trustee and remitted to the City.

Section 16.14 Group Four Bonds Continuing Disclosure.

The City and the Trustee hereby covenant and agree that they will comply with and carry out all of the provisions of the Group Four Continuing Disclosure Agreement. Notwithstanding any other provision of this Indenture, failure of the City or the Trustee to comply with the Group Four Continuing Disclosure Agreement shall not be considered an Event of Default; however, the Trustee may (and, at the written direction of any Group Four Participating Underwriter or the holders of at least 25% aggregate principal amount of Outstanding Group Four Bonds, shall) or any holder or beneficial owner of the Group Four Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order; provided, however, that the Trustee shall be entitled to adequate assurance of indemnification and reimbursement for its costs and expenses as provided herein prior to taking such action.

Section 16.15 Group Four Bonds Original Issue Discount.

The Group Four Bonds may be purchased by the Group Four Original Purchaser on the Group Four Closing Date at such purchase price, which may include original issue discount, as may be agreed to by the City and the Group Four Original Purchaser.

Section 16.16 Reserve Facility Covenant.

With respect to the Group Four Bonds only, the City hereby covenants to the Owners of the Group Four Bonds that it will not substitute a Reserve Facility into the Group Four Reserve Account in lieu of the cash deposited pursuant to Section 16.05 hereof, as would otherwise be permissible pursuant to Section 6.06(a).

Section 16.17 Effect of Fourth Supplemental Indenture.

This Fourth Supplemental Indenture and all of the terms and provisions contained herein shall form part of the Indenture as fully and with the same effect as if all such terms and provisions

had been set forth in the Indenture. The Indenture is ratified and confirmed by this Fourth Supplemental Indenture and shall continue in full force and effect in accordance with the terms and provisions hereof, and as amended and supplemented by this Fourth Supplemental Indenture. If there shall be any conflict between the terms of this Fourth Supplemental Indenture and the terms of the Indenture (as in effect on the day prior to the effective date of this Fourth Supplemental Indenture), the terms of this Fourth Supplemental Indenture shall prevail.

Section 16.18 Execution in Several Counterparts.

This Fourth Supplemental Indenture may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the City and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

Section 16.19 Effective Date of Fourth Supplemental Indenture.

This Fourth Supplemental Indenture shall take effect upon the Group Four Closing Date.

IN WITNESS WHEREOF, the City has caused this Fourth Supplemental Indenture to be signed in its name by its officer thereunto duly authorized, and the Trustee has caused this Fourth Supplemental Indenture to be signed in its corporate name by its officer thereunto duly authorized, all as of the day and year first above written.

CITY OF IRVINE

By: _____
John A. Russo, City Manager

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Trustee**

By: _____
Authorized Officer

EXHIBIT Q

FORM OF GROUP FOUR BOND

No. _____

\$ _____

\$27,995,000

CITY OF IRVINE

REASSESSMENT DISTRICT NO. 05-21

**LIMITED OBLIGATION IMPROVEMENT BONDS,
FIXED RATE SERIES, GROUP FOUR**

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED DATE</u>	<u>CUSIP</u>
%	September 2, _____	_____, 2018	

REGISTERED OWNER: IHC FUNDING I LLC

PRINCIPAL AMOUNT: THOUSAND DOLLARS

Under and by virtue of the Municipal Improvement Act of 1913 (Division 12 of the California Streets and Highways Code), as amended, the Improvement Bond Act of 1915 (Division 10 of the California Streets and Highways Code), as amended, and Chapter 5 of Division 7 of Title 2 of the City of Irvine Municipal Code (collectively, the "Act"), the City of Irvine, County of Orange, State of California (the "City"), will, out of the redemption fund for the payment of the bonds issued upon the unpaid portion of assessments made for the construction of improvements more fully described in proceedings taken pursuant to Resolution No. __, adopted by the City Council of the City on _____, 2018 pay to the Registered Owner identified above or registered assigns (the "Registered Owner"), on the Maturity Date identified above or on any earlier redemption date, the Principal Amount identified above in lawful money of the United States of America; and to pay interest thereon at, except as provided below, the Rate of Interest identified above in like lawful money from the date hereof payable semiannually on March 2 and September 2 in each year, commencing March 2, 2019, (the "Interest Payment Dates") until payment of such Principal Amount in full. This Group Four Bond shall bear interest from the Interest Payment Date next preceding the date of authentication of this Group Four Bond, unless this Group Four Bond is authenticated on or before an Interest Payment Date and after the fifteenth calendar day of the month preceding such Interest Payment Date (the "Record Date"), in which event it shall bear interest from such Interest Payment Date, or unless this Group Four Bond is authenticated on or prior to February 15, 2019, in which event it shall bear interest from the Dated Date identified above; provided, however, that if, at the time of authentication of this Group Four Bond, interest is in default on this Group Four Bond, this Group Four Bond shall bear interest from the Interest Payment Date to which interest hereon has previously been paid or made available for payment. The Principal Amount hereof is payable upon surrender hereof upon maturity or earlier redemption at the designated corporate trust office (the "Trust Office") of The Bank of New York Mellon Trust Company, N.A., as trustee and paying agent (the "Trustee" and "Paying Agent", respectively). Interest hereon is payable by check of the Paying Agent mailed by First class mail, postage prepaid, on each Interest Payment Date to the Registered Owner hereof at the address of the Registered Owner as it appears on the Registration Books of the Paying Agent as of the close of business on

the Record Date. In the case of an Owner of \$1,000,000 or more in aggregate principal amount of Group Four Bonds, upon the written request of such Owner to the Paying Agent, received at least ten days prior to a Record Date, specifying the account or accounts to which such payment shall be made, payment of interest shall be made by wire transfer of immediately available funds on the following Interest Payment Date. Any such request shall remain in effect until revoked or revised by such Owner by an instrument in writing delivered to the Paying Agent.

This Group Four Bond shall not be entitled to any benefit under the Act, the Resolution authorizing the issuance of the bonds, adopted by the City Council of the City on _____, 2018 (the “Resolution of Issuance”) or the Indenture, dated as of December 1, 2011, (the “Original Indenture”) by and between the City and the Trustee, as amended and supplemented by the First Supplemental Indenture, dated as of February 1, 2014, (the “First Supplemental Indenture”) by and between the City and the Trustee, a Second Supplemental Indenture, dated as of March 1, 2016 (the “Second Supplemental Indenture”) by and between the City and the Trustee, a Third Supplemental Indenture, dated as of August 1, 2017, by and between the City and Trustee (the “Third Supplemental Indenture”) and a Fourth Supplemental Indenture, dated as of November 1, 2018, by and between the City and the Trustee (the “Fourth Supplemental Indenture”) (as so amended and supplemented, the “Indenture”), executed pursuant to the Resolution of Issuance, or become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been dated and signed by the Trustee. Capitalized undefined terms used in this Group Four Bond shall have the meanings ascribed thereto in the Indenture.

This Group Four Bond is one of several series of Reassessment District No. 05-21 Limited Obligation Improvement Bonds, Group Four (the “Group Four Bonds”) of like date, tenor and effect, but differing in amounts, maturities and interest rates, issued by said City under the Act and the Indenture for the purpose of providing means for paying for the construction of improvements as more particularly described in said proceedings, and is secured by the moneys in the redemption fund (as may be limited by the Indenture) and by the unpaid portion of the Assessments made for the payment of said construction of improvements, and, including principal and interest, is payable exclusively out of said fund. Notwithstanding the foregoing, the Group Four Bonds shall be payable solely from and secured solely by the Assessments (including prepayments thereof) on the parcels of real property within the Assessment District designated by the City, pursuant to the Indenture, to be represented by the Group Four Bonds (the “Group Four Designated Parcels”), together with interest and any penalties on such Assessments, and any other amounts (including proceeds of the sale of the Group Four Bonds) held in any account established under the Indenture for the Group Four Bonds. Assessments (including prepayments thereof) on parcels of real property within the Assessment District other than the Group Four Designated Parcels, together with interest and any penalties on such Assessments, and any amounts held in any fund or account established under the Indenture other than such accounts established specifically for the Group Four Bonds, secure certain other Bonds issued or to be issued under the Indenture and shall not constitute a source of payment for the Group Four Bonds.

Reference is hereby made to the Indenture and all agreements supplemental thereto for a description of the rights thereunder of the owners of the Group Four Bonds, of the nature and extent of the Assessments, of the rights, duties and immunities of the Trustee and the Paying Agent and of the rights and obligations of the City thereunder; and all of the terms of the Indenture are hereby incorporated herein and constitute a contract between the City and the Registered Owner

hereof, and to all of the provisions of which Indenture the Registered Owner hereof, by acceptance hereof, assents and agrees.

The Group Four Bonds shall be subject to optional redemption, in whole or in part, on any Interest Payment Date, at the following respective redemption prices (expressed as percentages of the principal amount of the Group Four Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
March 2, 2019 through March 2, 2026	103%
September 2, 2026 and March 2, 2027	102
September 2, 2027 and March 2, 2028	101
September 2, 2028 and thereafter	100

The Group Four Bonds shall be subject to mandatory redemption, in whole or in part, on any Interest Payment Date, from and to the extent of any prepayments of principal of the Assessments on Group Four Designated Parcels, as more particularly set forth in the Indenture, at the following respective redemption prices (expressed as percentages of the principal amount of the Group Four Bonds to be redeemed), plus accrued interest thereon to the date of redemption.

Redemption Dates	Redemption Price
March 2, 2019 through March 2, 2026	103%
September 2, 2026 and March 2, 2027	102
September 2, 2027 and March 2, 2028	101
September 2, 2028 and thereafter	100

The Group Four Bonds maturing on September 2, 20 shall be subject to mandatory sinking fund redemption, in part, on September 2 in each year, commencing September 2, 20__, at a redemption price equal to the principal amount of the Group Four Bonds to be redeemed, without premium, plus accrued interest thereon to the date of redemption, in the aggregate respective principal amounts specified in the Indenture.

The Group Four Bonds maturing on September 2, 20 shall be subject to mandatory sinking fund redemption, in part, on September 2 in each year, commencing September 2, 20_ at a redemption price equal to the principal amount of the Group Four Bonds to be redeemed, without premium, plus accrued interest thereon to the date of redemption, in the aggregate respective principal amounts specified in the Indenture.

The Trustee on behalf and at the expense of the City shall mail (by First class mail) notice of any redemption to the respective owners of any Group Four Bonds designated for redemption, at their respective addresses appearing on the Registration Books, at least 30 but not more than 60 days prior to the redemption date; provided, however, that neither failure to receive any such notice so mailed nor any defect therein shall affect the validity of the proceedings for the redemption of such Group Four Bonds or the cessation of the accrual of interest thereon. The redemption price of the Group Four Bonds to be redeemed shall be paid only upon presentation and surrender thereof at the Trust Office of the Paying Agent or such other place as designated by the Paying Agent.

From and after the date fixed for redemption of any Group Four Bonds, interest on such Group Four Bonds will cease to accrue.

THIS BOND IS SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND MAY ONLY BE TRANSFERRED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 16.09 OF THE INDENTURE.

The Group Four Bonds are issuable as fully registered Bonds without coupons in denominations of \$5,000 or any integral multiple thereof. Subject to the limitations and upon payment of the charges, if any, provided in the Indenture, Group Four Bonds may be exchanged at the Trust Office of the Paying Agent or such other place as designated by the Paying Agent for a like aggregate principal amount and maturity of fully registered Group Four Bonds of other authorized denominations.

This Group Four Bond is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the Trust Office of the Paying Agent or such other place as designated by the Paying Agent, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Group Four Bond. Upon such transfer a new fully registered Group Four Bond or Group Four Bonds, of authorized denomination or denominations, for the same aggregate principal amount and of the same maturity will be issued to the transferee in exchange herefor. The City, the Trustee and the Paying Agent may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the City, the Trustee and the Paying Agent shall not be affected by any notice to the contrary.

The Indenture and the rights and obligations of the City and of the owners of the Bonds and of the Trustee may be modified or amended from time to time and at any time in the manner, to the extent, and upon the terms provided in the Indenture.

The Bonds (including the Group Four Bonds) are Limited Obligation Bonds because, under the Indenture, the City is not obligated to advance funds from the City treasury to cure any deficiency which may occur in the redemption fund for the Bonds; provided, however, the City is not prevented, in its sole discretion, from so advancing funds.

Unless this Group Four Bond is presented by an authorized representative of The Depository Trust Company to the Paying Agent for registration, transfer, exchange or payment, and any Group Four Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, said City has caused this Group Four Bond to be signed in its name and on its behalf by the manual signatures of its City Treasurer and City Clerk, and has caused its corporate seal to be affixed hereon all as of the Dated Date identified above.

CITY OF IRVINE

By: _____
City Treasurer

(S E A L)

ATTEST:

By: _____
City Clerk

CERTIFICATE OF AUTHENTICATION

This is one of the Group Four Bonds described in the within-mentioned Indenture and registered on the Registration Books.

Date: _____, 2018

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Trustee**

By: _____
Authorized Signatory

ASSIGNMENT

For value received the undersigned hereby sells, assigns and transfers unto _____ whose address and social security or other tax identifying number is _____, the within-mentioned Group Four Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the registration books of the Paying Agent with full power of substitution in the premises.

Dated:

Signature Guaranteed:

Note: Signature(s) guarantee should be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or such other guarantee program acceptable to the Trustee.

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Group Four Bond in every particular without alteration or enlargement or any change whatsoever.

EXHIBIT R

GROUP FOUR DESIGNATED PARCELS

The described parcels of real property within the Assessment District designated by the City, pursuant to Section 7.01(e) of the Indenture, to represent the Group Four Bonds are as follows:

ALL THAT CERTAIN PROPERTY IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

ALL OF LOTS 1, 2 AND 3 OF TRACT NO. 16530, AS SHOWN ON THE MAP FILED IN BOOK 971 PAGES 1 THROUGH 43, OF MISCELLANEOUS MAPS, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT S

LOCKOUT PERIOD QUALIFIED TRANSFEREE INVESTOR LETTER

City of Irvine
One Civic Center Plaza
Irvine, CA 92606-5207
Attention: Director of Administrative Services

The Bank of New York Mellon Trust Company, N.A.
400 South Hope Street, Suite 500
Los Angeles, CA 90071

Re: City of Irvine Reassessment District No. 05-21
Limited Obligation Improvement Bonds, Group Four

Ladies and Gentlemen:

The undersigned (the “Transferee”) understands that the City of Irvine (the “City”) has issued the City of Irvine Reassessment District No. 05-21 Limited Obligation Improvement Bonds, Group Four, in the aggregate initial principal amount of \$_____. The Transferee intends to purchase certain of said Bonds (for purposes of this Investor Letter, the “Bonds”) from IHC Funding I LLC (the “Original Purchaser”). The Bonds are issued pursuant to the Indenture, dated as of December 1, 2011, as amended and supplemented by the First Supplemental Indenture, dated as of February 1, 2014, the Second Supplemental Indenture, dated as of March 1, 2016, the Third Supplemental Indenture, dated as of August 1, 2017, and the Fourth Supplemental Indenture, dated as of November 1, 2018, all by and between the City and The Bank of New York Mellon Trust Company, N.A., as trustee, (said Indenture, as amended and supplemented, the “Indenture”). Capitalized undefined terms used herein shall have the meanings ascribed thereto in the Indenture.

In connection with such purchase of the Bonds, the Transferee makes the certifications, representations, warranties, acknowledgements and covenants contained in this Investor Letter to each of the addressees hereof, with the express understanding that such certifications, representations, warranties, acknowledgements and covenants will be relied upon by such addressees.

The Transferee hereby certifies, represents, warrants, acknowledges and covenants as follows:

(a) The Transferee is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it was incorporated or formed and is authorized to invest in the Bonds being purchased hereby. The person executing this letter on behalf of the Transferee is duly authorized to do so on the Transferee’s behalf.

(b) The Transferee understands and acknowledges that no transfer, sale or other disposition of any Bond may be made prior to the Anniversary Date and the Transferee has confirmed that the Anniversary Date has occurred prior to the date of this Investor Letter.

(c) The Transferee is (i) a “qualified institutional buyer” within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended (a “Qualified Institutional Buyer”), and (ii) one of the following: (A) a national banking association that (1) has total assets in excess of \$3 billion, and (2) owns \$350 million or more of municipal securities, (B) a registered investment company that (1) has total assets in excess of \$4 billion, and (2) owns or holds \$2 billion or more of municipal securities, or (C) a regulated insurance company that (1) has total assets in excess of \$4 billion, and (2) owns \$2 billion or more of municipal securities.

(d) The Transferee is not purchasing the Bonds for more than one account, is purchasing the Bonds for investment purposes and is not purchasing the Bonds with a view to distributing the Bonds.

(e) The Transferee has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal bonds and other tax-exempt obligations similar to the Bonds, to be capable of evaluating the merits and risks of an investment in the Bonds; and the Transferee is able to bear the economic risks of such an investment.

(f) The Transferee recognizes that an investment in the Bonds involves significant risks, that the transferability of the Bonds is restricted, that there is no established market for the Bonds and that none is likely to develop and, accordingly, that the Transferee must bear the economic risk of an investment in the Bonds for an indefinite period of time.

(g) The Transferee understands and agrees that, prior to the Lockout Date, it may resell or otherwise transfer all or any part of the Bonds only to the Original Purchaser.

(h) The Transferee understands and agrees that, on and after the Lockout Date, it may resell or otherwise transfer all or any part of the Bonds only to an institution that is a Qualified Institutional Buyer that is purchasing such Bonds for not more than one account for investment purposes and not with a view to distributing such Bonds, and that delivers to the City and the Trustee an executed Qualified Institutional Buyer Investor Letter substantially in the form of Exhibit T attached to the Fourth Supplemental Indenture and otherwise complies in all respects with the provisions of the Indenture regarding such sale or transfer.

(i) The Transferee is not relying on the City, the Trustee or any of their affiliates or employees for advice as to the merits and risks of investment in the Bonds. The Transferee has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision.

(j) The Transferee has conducted its own independent examination of the City, the District, the Group Four Designated Parcels, the Trustee, the Indenture, the Bonds and the security therefor, and the transactions and documents related to or contemplated by the foregoing.

(k) The Transferee has obtained all documents and information regarding the City, the District, the Trustee, the Indenture, the Bonds and the security therefor, and the transactions and documents related to or contemplated by the foregoing, and all matters related thereto, that it considers necessary to make an informed investment decision.

(l) The Transferee understands and agrees that the offering and sale of the Bonds are exempt from Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, pursuant to Section (d) of said Rule.

(m) The Transferee acknowledges that it has received a copy of the Lockout Period Continuing Disclosure Agreement, by and between the Original Purchaser and the Trustee, and acknowledges and agrees that, unless the Transferee has made other arrangements with the Original Purchaser, the Transferee will receive no information regarding the District, the Group Four Designated Parcels or the development thereof, the Bonds or the security therefor or the Original Purchaser on a continuing or regular basis, except such as is provided pursuant to the Lockout Period Continuing Disclosure Agreement.

(n) The Transferee understands that the Bonds will carry no rating from any rating service.

(o) The undersigned is the chief financial officer, a person fulfilling an equivalent function or other authorized executive officer of the Transferee.

IN WITNESS WHEREOF, the Transferee has executed this Investor Letter as of the date set forth below.

Dated: _____

Very truly yours,

[Printed Name of Transferee]

By: _____

Name: _____

Title: _____

EXHIBIT T

FORM OF QUALIFIED INSTITUTIONAL BUYER INVESTOR LETTER

City of Irvine
One Civic Center Plaza
Irvine, CA 92606-5207
Attention: Director of Administrative Services

The Bank of New York Mellon Trust Company, N.A.
400 South Hope Street, Suite 500
Los Angeles, CA 90071

Re: City of Irvine Reassessment District No. 05-21
Limited Obligation Improvement Bonds, Group Four

Ladies and Gentlemen:

The undersigned (the “Transferee”) understands that the City of Irvine (the “City”) has issued the City of Irvine Reassessment District No. 05-21 Limited Obligation Improvement Bonds, Group Four, in the aggregate initial principal amount of \$_____. The Transferee intends to purchase certain of said Bonds, or a beneficial interest therein (in either case, for purposes of this Investor Letter, the “Bonds”). The Bonds are issued pursuant to the Indenture, dated as of December 1, 2011, as amended and supplemented by the First Supplemental Indenture, dated as of February 1, 2014, the Second Supplemental Indenture, dated as of March 1, 2016, the Third Supplemental Indenture, dated as of August 1, 2017, and the Fourth Supplemental Indenture, dated as of November 1, 2018, all by and between the City and The Bank of New York Mellon Trust Company, N.A., as trustee (said Indenture, as so amended and supplemented, the “Indenture”). Capitalized undefined terms used herein shall have the meanings ascribed thereto in the Indenture.

In connection with such purchase of the Bonds, the Transferee makes the certifications, representations, warranties, acknowledgements and covenants contained in this Investor Letter to each of the addressees hereof, with the express understanding that such certifications, representations, warranties, acknowledgements and covenants will be relied upon by such addressees.

The Transferee hereby certifies, represents, warrants, acknowledges and covenants as follows:

(a) The Transferee is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it was incorporated or formed and is authorized to invest in the Bonds being purchased hereby. The person executing this letter on behalf of the Transferee is duly authorized to do so on the Transferee’s behalf.

(b) The Transferee understands and acknowledges that no transfer, sale or other disposition of any Bond may be made prior to the Lockout Date and the Transferee has continued that the Lockout Date has occurred prior to the date of this Investor Letter.

(c) The Transferee is a “qualified institutional buyer” within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended (a “Qualified Institutional Buyer.”)

(d) The Transferee is not purchasing the Bonds for more than one account, is purchasing the Bonds for investment purposes and is not purchasing the Bonds with a view to distributing the Bonds.

(e) The Transferee has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal bonds and other tax exempt obligations similar to the Bonds, to be capable of evaluating the merits and risks of an investment in the Bonds; and the Transferee is able to bear the economic risks of such an investment.

(f) The Transferee recognizes that an investment in the Bonds involves significant risks, and there is no established market for the Bonds and that none is likely to develop and, accordingly, that the Transferee must bear the economic risk of an investment in the Bonds for an indefinite period of time.

(g) The Transferee understands and agrees that it may resell or otherwise transfer all or any part of the Bonds only to an institution that is a Qualified Institutional Buyer that is purchasing such Bonds for no more than one account for investment purposes and not with a view to distributing such Bonds, and that delivers to the City and the Trustee an executed Investor Letter substantially in the form of Exhibit T attached to the Fourth Supplemental Indenture and otherwise complies in all respects with the provisions of the Indenture regarding such sale or transfer.

(h) The Transferee is not relying on the City, the Trustee or any of their affiliates or employees for advice as to the merits and risks of investment in the Bonds. The Transferee has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision.

(i) The Transferee has conducted its own independent examination of the City, the District, the Group Four Designated Parcels, the Trustee, the Indenture, the Bonds and the security therefor, and the transactions and documents related to or contemplated by the foregoing.

(j) The Transferee has obtained all documents and information regarding the City, the District, the Trustee, the Indenture, the Bonds and the security therefor, and the transactions and documents related to or contemplated by the foregoing, and all matters related thereto, that it considers necessary to make an informed investment decision.

(k) The Transferee understands and agrees that the offering and sale of the Bonds are exempt from Rule 15c2(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, pursuant to section (d) of said Rule.

(l) The Transferee understands that the Bonds will carry no rating from any rating service.

(m) The undersigned is the chief financial officer, a person fulfilling an equivalent function or other authorized executive officer of the Transferee.

IN WITNESS WHEREOF, the Transferee has executed this Investor Letter as of the date set forth below.

Very truly yours,

Dated: _____

[Printed Name of Transferee]

By: _____

Name: _____

Title: _____

EXHIBIT U

LOCKOUT PERIOD CONTINUING DISCLOSURE AGREEMENT

CONTINUING DISCLOSURE AGREEMENT

by and between

IHC FUNDING I LLC

and

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
AS TRUSTEE**

Dated as of _____

\$ _____

**CITY OF IRVINE
REASSESSMENT DISTRICT NO. 05-21
LIMITED OBLIGATION IMPROVEMENT BONDS,
FIXED RATE SERIES, GROUP FOUR**

CONTINUING DISCLOSURE AGREEMENT

THIS CONTINUING DISCLOSURE AGREEMENT (this “Disclosure Agreement”), dated as of _____, is by and between IHC FUNDING I LLC, a limited liability company organized and existing under the laws of the State of Delaware (“IHC”), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association organized and existing under the laws of the United States of America, as Trustee (the “Trustee”).

WITNESSETH:

WHEREAS, pursuant to the Indenture, dated as of December 1, 2011, by and between the City and The Bank of New York Mellon Trust Company, N.A., as trustee, as amended and supplemented by the First Supplemental Indenture, dated as of February 1, 2014, the Second Supplemental Indenture, dated as of March 1, 2016, the Third Supplemental Indenture dated as of August 1, 2017, and the Fourth Supplemental Indenture, dated as of November 1, 2018, all by and between the City of Irvine (the “City”), and the Trustee, (the “Indenture”) the City has issued its City of Irvine Reassessment District No. 05-21 Limited Obligation Improvement Bonds, Fixed Rate Series, Group Four (the “Group Four Bonds”) in the aggregate principal amount of \$ _____;

WHEREAS, the Group Four Bonds are payable from and secured by assessments levied on certain of the property within the City of Irvine Reassessment District No. 05-21 (the “District”);

WHEREAS, property within the District owned by affiliates of IHC is responsible for a substantial portion of such assessments;

WHEREAS, IHC is the owner of all of the Group Four Bonds;

WHEREAS, IHC is transferring all or a portion of the Group Four Bonds to a Lockout Period Qualified Transferee (as defined in the Indenture); and

WHEREAS, this Disclosure Agreement is being executed and delivered by IHC and the Trustee in connection with such transfer in accordance with the Indenture for the benefit of such Lockout Period Qualified Transferee;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

Section 1. Definitions. Unless the context otherwise requires, the terms defined in this Section shall for all purposes of this Disclosure Agreement have the meanings herein specified. Capitalized undefined terms used herein shall have the meanings ascribed thereto in the Indenture.

“**Affiliate**” of another Person means (a) a Person directly or indirectly owning, controlling, or holding with power to vote, 5% or more of the outstanding voting securities of such other Person, (b) any Person 5% or more of whose outstanding voting securities are directly or indirectly owned, controlled, or held with power to vote, by such other Person, and (c) any Person

directly or indirectly controlling, controlled by, or under common control with, such other Person; for purposes hereof, control means the power to exercise a controlling influence over the management or policies of a Person, unless such power is solely the result of an official position with such Person.

“**City**” means the City of Irvine, a chartered city and municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of California and its Charter, and any successor thereto.

“**Disclosure Agreement**” means this Continuing Disclosure Agreement, dated as of _____, by and between IHC and The Bank of New York Mellon Trust Company, N.A., as Trustee, as originally executed and as it may be amended from time to time in accordance with the terms hereof

“**IHC**” means IHC Funding I LLC, a limited liability company organized and existing under the laws of the State of Delaware, and any successor thereto.

“**Event of Bankruptcy**” means, with respect to a Person, that such Person files a petition or institutes a proceeding under any act or acts, state or federal, dealing with or relating to the subject or subjects of bankruptcy or insolvency, or under any amendment of such act or acts, either as a bankrupt or as an insolvent, or as a debtor, or in any similar capacity, wherein or whereby such Person asks or seeks or prays to be adjudicated a bankrupt, or is to be discharged from any or all of such Person’s debts or obligations, or offers to such Person’s creditors to effect a composition or extension of time to pay such Person’s debts or asks, seeks or prays for reorganization or to effect a plan of reorganization, or for a readjustment of such Person’s debts, or for any other similar relief, or if any such petition or any such proceedings of the same or similar kind or character is filed or instituted or taken against such Person and the same shall remain undismissed for a period of 60 days, or if a receiver of the business or of the property or assets of such Person is appointed by any court, or if such Person makes a general assignment for the benefit of such Person’s creditors.

“**Indenture**” means the Indenture, dated as of December 1, 2011, by and between the City and The Bank of New York Mellon Trust Company, N.A., as trustee, as amended and supplemented by the First Supplemental Indenture, dated as of February 1, 2014, the Second Supplemental Indenture, dated as of March 1, 2016, the Third Supplemental Indenture dated as of August 1, 2017, and the Fourth Supplemental Indenture, dated as of November 1, 2018, all by and between the City and the Trustee, pursuant to which the Group Four Bonds are issued, as originally executed and as it may be amended or supplemented from time to time in accordance with the terms thereof.

“**Information Date**” means, with respect to a Quarterly Report, the last day of the calendar quarter immediately preceding the Quarterly-Report Date for such Quarterly Report.

“**Listed Events**” means any of the events listed in subsection (a) of Section 4 hereof.

“**Lockout Period Qualified Transferee**” means the Person to which IHC transfers, in accordance with the Indenture, Group Four Bonds prior to the Lockout Date, which results in

such Group Four Bonds being registered on the Registration Books in the name of such Lockout Period Qualified Transferee.

“**Person**” means an individual, corporation, limited liability company, firm, association, partnership, trust, or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

“**Quarterly Report**” means any Quarterly Report provided by IHC pursuant to, and as described in, Sections 2 and 3 hereof.

“**Quarterly Report Dates**” means _____, _____, _____ and _____ of each year.

“**Trustee**” means The Bank of New York Mellon Trust Company, N.A., a national banking association organized and existing under the laws of the United States of America, or any successor thereto as Trustee under the Indenture substituted in its place as provided therein.

Section 2. Provision of Quarterly Reports.

(a) Not later than each Quarterly Report Date, commencing with the first Quarterly Report Date that occurs after the transfer of Group Four Bonds to the Lockout Period Qualified Transferee, IHC shall deliver to the Trustee a Quarterly Report which is consistent with the requirements of Section 3 hereof. The Trustee shall have no duty to review, analyze or verify such Quarterly Report.

(b) The Trustee shall, within 15 days of the receipt of each Quarterly Report, mail by first class mail, postage prepaid, a copy of such Quarterly Report to the Lockout Period Qualified Transferee at its address shown on the Registration Books as of the date of such mailing.

Section 3. Content of Quarterly Reports. Each Quarterly Report shall contain or incorporate by reference the following information:

(a) the number of homes within the Group Four Designated Parcels sold by IHC or any Affiliate thereof to homeowners during the calendar quarter most recently ended prior to the Quarterly Report Date for such Quarterly Report Date;

(b) the number of acres of property within the Group Four Designated Parcels sold by IHC or any Affiliate thereof to Persons other than homeowners during the calendar quarter most recently ended prior to the Quarterly Report Date for such Quarterly Report Date, and the identity of each such purchaser;

(c) a statement as to whether or not IHC and all of its Affiliates paid, prior to their becoming delinquent, all Assessments levied on the Group Four Designated Parcels owned by IHC and such Affiliates payable during the calendar quarter most recently ended prior to the Quarterly Report Date for such Quarterly Report Date, and if IHC or any of such Affiliates is delinquent in the payment of such Assessments, a statement identifying each Person that is so delinquent, specifying the amount of each such delinquency and describing any plans to resolve such delinquency; and

(d) an update of the status of any previously reported Listed Event described in Section 4 hereof; and

Section 4. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section, IHC shall give, or cause to be given, notice of the occurrence of any of the following events:

(i) any failure of IHC, or any Affiliate thereof, to pay, prior to their becoming delinquent, general property taxes, Assessments or special taxes with respect to Group Four Designated Parcels owned by IHC or such Affiliate;

(ii) the entry of a final judgment against IHC or any Affiliate thereof which, if not successfully discharged, could have a significant impact on the ability of IHC or such Affiliate to pay Assessments when due;

(iii) the occurrence of an Event of Bankruptcy with respect to IHC, or any Affiliate of IHC that owns any portion of the Group Four Designated Parcels, and the occurrence of an Event of Bankruptcy with respect to any other Affiliate of IHC, if material;

(iv) the institution of foreclosure proceedings under a deed of trust or mortgage on the Group Four Designated Parcels owned by IHC or an Affiliate thereof; and

(v) Any conveyance of any portion of the Group Four Designated Parcels by IHC or any Affiliate thereof to an unaffiliated entity, the result of which conveyance is to cause the transferee to own property that is subject to 20% of more of the total Assessments levied on all Group Four Designated Parcels;

(b) IHC shall, in a timely manner no later than ten Business Days after the occurrence of a Listed Event, notify the Trustee of such Listed Event and instruct the Trustee to report the occurrence pursuant to subsection (c) of this Section. IHC shall provide the Trustee with a form of notice of such Listed Event in a format suitable for the Trustee to report such Listed Event pursuant to subsection (c) of this Section.

(c) If the Trustee has been instructed by IHC to report the occurrence of a Listed Event, the Trustee shall mail by first class mail, postage prepaid, a copy of the notice of such Listed Event to the Lockout Period Qualified Transferee at its address shown on the Registration Books as of the date of such mailing.

Section 5. Termination of Reporting Obligation. All the obligations of IHC under this Disclosure Agreement shall terminate upon the earliest to occur of (a) the date on which IHC becomes the Owner of all of the Outstanding Group Four Bonds, (b) the Lockout Date, or (c) the date on which all of the Group Four Bonds have been legally defeased, redeemed, or paid in full; upon such termination, IHC shall have no obligation to provide any Quarterly Report or notice of occurrence of a Listed Event that it would otherwise have been obligated to provide after the date of such termination.

Section 6. Amendment; Waiver. No provision of this Disclosure Agreement may be amended or waived without the prior written consent of the Lockout Period Qualified Transferee.

Section 7. Default. In the event of a failure of IHC or the Trustee to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the written direction of the Lockout Period Qualified Transferee, shall, upon receipt of indemnification reasonably satisfactory to the Trustee), or the Lockout Period Qualified Transferee may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause IHC or the Trustee, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of IHC or the Trustee to comply with this Disclosure Agreement shall be an action to compel performance.

Section 8. Duties, Immunities and Liabilities of Trustee. The Trustee shall not be responsible for the form or content of any Quarterly Report or notice of Listed Event. The Trustee shall have only such duties with respect to this Disclosure Agreement as are specifically set forth herein, and IHC agrees to indemnify and save the Trustee, and its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees and expenses) of defending against any claim of liability, but excluding liabilities due to the its negligence or willful misconduct. The obligations of IHC under this Section shall survive the termination of this Disclosure Agreement and the earlier removal or resignation of the Trustee. The Trustee shall have the same rights and protections hereunder as afforded to it under the Indenture.

Section 9. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of IHC, the Trustee and the Lockout Period Qualified Transferee, and shall create no rights in any other person or entity.

Section 10. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Disclosure Agreement as of the date first above written.

**IHC FUNDING I LLC,
a Delaware limited liability company**

By: _____

By: _____

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., AS TRUSTEE**

By: _____
Authorized Signatory

**CITY OF IRVINE
REASSESSMENT DISTRICT NO. 05-21
LIMITED OBLIGATION IMPROVEMENT BONDS
FIXED RATE SERIES (GROUP FOUR)**

BOND PURCHASE AGREEMENT

November __, 2018

City Council
City of Irvine
One Civic Center Plaza
Irvine, California 92606-5207

Ladies and Gentlemen:

IHC Funding I LLC (the “Purchaser”) offers to enter into this Bond Purchase Agreement (this “Purchase Agreement”) with the City of Irvine (the “City”) with regard to the purchase and sale of the City of Irvine Reassessment District No. 05-21 Limited Obligation Bonds, Fixed Rate Series (Group Four) (the “Bonds”), which will be binding upon the City and the Purchaser upon the City’s acceptance hereof.

1. Purchase, Sale and Delivery of the Bonds.

a. Upon the terms and conditions and upon the basis of the representations, warranties and agreements hereinafter set forth, the Purchaser hereby agrees to purchase from the City, and the City agrees to sell to the Purchaser, all (but not less than all) of the \$27,995,000 aggregate principal amount of the Bonds, at the aggregate purchase price of \$27,995,000 (being the principal amount of the Bonds). The Bonds shall have the maturities and shall bear interest as set forth in Exhibit B hereto. The Bonds will be subject to redemption and such other terms as set forth in the Indenture of Trust, dated as of December 1, 2011 (the “Original Indenture”), as amended and supplemented pursuant to a First Supplemental Indenture, dated as of February 1, 2014 (the “First Supplemental Indenture”), a Second Supplemental Indenture, dated as of March 1, 2016 (the “Second Supplemental Indenture”), a Third Supplemental Indenture, dated as of August 1, 2017 (the “Third Supplemental Indenture”), and a Fourth Supplemental Indenture, dated as of November 1, 2018 (the “Fourth Supplemental Indenture”), each by and between the City and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”). The Original Indenture, as amended and supplemented, including by the Fourth Supplemental Indenture is referred to as the Indenture. Capitalized undefined terms used herein shall have the meanings ascribed thereto in the Indenture.

b. The Bonds shall be issued and secured under the provisions of the Indenture, and shall be as described in the Indenture. Pursuant to a Resolution of the City Council of the City adopted on November [13], 2018 (the “Bond Resolution”), the City has authorized (i) the issuance of the Bonds, and (ii) the execution and delivery of the Indenture and this Purchase Agreement. In connection with the establishment of City of Irvine Reassessment District No. 05-21 (the “District”) and the assessments to be imposed in connection therewith, the City has adopted a resolution of intention to form the District and a resolution approving an engineer’s report and confirming the assessments (the “Procedural Resolutions”). The Bond Resolution and the Procedural Resolutions

are herein collectively referred to as the “Resolutions.” The Bonds, the Indenture and this Purchase Agreement are collectively referred to as the “City Documents.”

The proceeds of the Bonds shall be applied (i) to finance additional improvements within the District (ii) to fund a reserve account for the Bonds, (iii) to pay capitalized interest on the Bonds through June 1, 2021 or such shorter period as determined by the City, and (iv) to pay the costs of issuance of the Bonds.

c. At 9:00 A.M., California time, on December [5], 2018, or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the City and the Purchaser (the “Closing Date”), the City shall deliver (i) the Bonds to the Purchaser at the offices of Rutan & Tucker, LLP (“Bond Counsel”), or such other place to be mutually agreed upon by the City and the Purchaser, and (ii) the closing documents hereinafter mentioned at the offices of Bond Counsel, or such other place to be mutually agreed upon by the City and the Purchaser. Subject to the provisions of this Purchase Agreement, the Purchaser shall accept such delivery from the City. The Purchaser shall pay the purchase price of the Bonds as set forth in Section 1(a) hereof by wire transfer of immediately available funds. The date of this payment and delivery, together with the delivery of the aforementioned documents, is herein called the “Closing.”

2. Representations, Warranties and Agreements of the City. The City hereby represents and warrants to and agrees with the Purchaser that:

a. The City is a charter city and municipal corporation of the State of California (the “State”), duly organized and validly existing pursuant to the Constitution and laws of the State;

b. The City had full legal right, power and authority to adopt the Resolutions, and the City has, and at the Closing Date will have, full legal right, power and authority (i) to execute and deliver the City Documents and to perform its obligations under the City Documents, (ii) to issue, sell and deliver the Bonds to the Purchaser as provided herein, and (iii) to carry out, give effect to and consummate the transactions contemplated by the City Documents and the Resolutions;

c. The City is, and at the Closing Date will be, in compliance, in all respects, with the City Documents;

d. The City Council has duly and validly adopted the Resolutions and approved the execution and delivery of the Bonds and the other City Documents, and the performance by the City of its obligations contained therein, and the taking of any and all action as may be necessary to carry out, give effect to and consummate the transactions contemplated by each of said documents. The Bonds and the other City Documents have been, on or before the Closing Date will be, duly executed and delivered by the City, and, on the Closing Date, the Bonds, when authenticated and delivered to the Purchaser in accordance with the Indenture, and the other City Documents will constitute legally valid and binding obligations, enforceable against the City in accordance with their respective terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or limiting creditors’ rights generally;

e. The City is not, and at the Closing Date will not be, in breach of or in default under any applicable law or administrative rule or regulation of the State or the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City is a party or is otherwise subject or bound,

including the City Documents, a consequence of which could be to materially and adversely affect the ability of the City to perform its obligations under the Bonds or any other City Document, or which, with the passage of time or the giving of notice or both, would constitute an event of default thereunder;

f. The adoption of the Resolutions and the execution and delivery of the Bonds and the other City Documents and compliance with the provisions of each, did not and will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State or the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the ability of the City to perform its obligations under the Bonds or any other City Document;

g. Except as may be required under the “blue sky” laws of any state, all approvals, consents, authorizations, elections and orders of or filings or registrations with any governmental authority, board, agency or commission having jurisdiction which would constitute conditions precedent to, or the absence of which would materially adversely affect, the ability of the City to perform its obligations under the Bonds or any other City Document has been obtained and are in full force and effect;

h. When delivered to and paid for by the Purchaser on the Closing Date as provided herein, the Bonds will be validly issued and outstanding;

i. The assessments levied on certain parcels within the District (the “Group Four Designated Parcels”) constituting the security for the Bonds (the “Assessments”) have been duly and lawfully levied under and pursuant to the Municipal Improvement Act of 1913 (Sections 10000 and following of the Streets and Highways Code of the State), as amended, the Improvement Bond Act of 1915 (Division 10 of the Streets and Highways Code of the State), as amended, Chapter 5 of Division 7 of Title 2 of the City of Irvine Municipal Code and Article XIID of the Constitution of the State and the Proposition 218 Omnibus Implementation Act (Statutes of 1997, Chapter 38), and such Assessments on the Group Four Designated Parcels constitute valid and legally binding liens on the Group Four Designated Parcels on which they have been levied;

j. There are no outstanding assessment liens levied by the City against any of the properties within the District which are senior to the assessment liens referred to in paragraph (i) hereof, and the City has no present intention of conducting further proceedings leading to the levying of additional assessments against any of the properties within the District;

k. In order to secure the payment of the Bonds, the Indenture will create a valid pledge of and lien upon all of the Assessments together with interest thereon and any penalties received with respect thereto, and any and all other amounts (including proceeds of the sale of Bonds) held in any fund or account established for the Bonds pursuant to the Indenture (other than the Group Four Rebate Fund established for the Bonds and the Group Four Costs Account), subject in all cases to the provisions permitting the application thereof for the purposes and on the terms and conditions set forth in the Indenture;

l. No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending, or to the knowledge of the City is threatened in any way, affecting the existence of the City or the titles of its officers to their

respective offices or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, the application of the proceeds thereof, or the collection or application of the Assessments pledged or to be pledged to pay the principal of and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Resolutions, the Bonds or the other City Documents, or any action on the part of the City contemplated by any of said documents, or in any way contesting the powers of the City or its authority with respect to the Resolutions, the Bonds or the other City Documents, or any action of the City contemplated by any of said documents, or which would adversely affect the exemption of interest paid on the Bonds from federal income taxation or State personal income taxation, nor to the knowledge of the City is there any basis therefor;

m. Any certificate signed by any authorized official of the City authorized to do so shall be deemed a representation and warranty by the City to the Purchaser as to the statements made therein;

n. During the period from the date hereof until the Closing Date, the City agrees to furnish the Purchaser with copies of any documents it files relating to the District or the Bonds with any regulatory authority which are reasonably requested by the Purchaser;

o. The City is not in material default, nor has the City been in material default at any time, as to the payment of principal or interest with respect to a material obligation issued by the City or with respect to a material obligation guaranteed by the City as guarantor; and

p. The City will apply the proceeds from the sale of the Bonds as set forth in and for the purposes specified in the Indenture.

3. Representations, Warranties and Agreements of the Purchaser. The Purchaser hereby represents and warrants to and agrees with the City that:

a. The Purchaser is a limited liability company, duly organized and validly existing pursuant to the laws of the State of Delaware;

b. The Purchaser has, and at the Closing Date will have, full legal right, power and authority (i) to execute and deliver this Purchase Agreement and to perform its obligations under this Purchase Agreement, and (ii) to carry out, give effect to and consummate the transactions contemplated by this Purchase Agreement to be carried out, given effect to or consummated by the Purchaser;

c. The Purchaser is, and at the Closing Date will be, in compliance, in all respects, with this Purchase Agreement;

d. This Purchase Agreement has been duly executed and delivered by the Purchaser and (assuming due authorization, execution and delivery by the City) constitutes a legally valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or limiting creditors' rights generally;

e. The Purchaser is not, and at the Closing Date will not be, in breach of or in default under any applicable law or administrative rule or regulation of the State or the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution,

indenture, contract, agreement or other instrument to which the Purchaser is a party or is otherwise subject or bound, including this Purchase Agreement, a consequence of which could be to materially and adversely affect the ability of the Purchaser to perform its obligations under this Purchase Agreement, or which, with the passage of time or the giving of notice or both, would constitute an event of default thereunder;

f. The execution and delivery of this Purchase Agreement and compliance with the provisions hereof, did not and will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State or the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the Purchaser is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the ability of the Purchaser to perform its obligations under this Purchase Agreement;

g. All approvals, consents, authorizations, elections and orders of or filings or registrations with any governmental authority, board, agency or commission having jurisdiction which would constitute conditions precedent to, or the absence of which would materially adversely affect, the ability of the Purchaser to perform its obligations under this Purchase Agreement have been obtained and are in full force and effect;

h. The Purchaser understands and acknowledges that it is the only purchaser of the Bonds and, therefore, the Bonds are being sold to no more than 35 purchasers;

i. The Purchaser is not purchasing the Bonds for more than one account, is purchasing the Bonds for investment purposes and is not purchasing the Bonds with a view to distributing the Bonds;

j. The Purchaser has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal bonds and other tax-exempt obligations similar to the Bonds, to be capable of evaluating the merits and risks of an investment in the Bonds; and the Purchaser is able to bear the economic risks of such an investment;

k. The Purchaser recognizes that an investment in the Bonds involves significant risks, that there is no established market for the Bonds and that none is likely to develop and, accordingly, that the Purchaser must bear the economic risk of an investment in the Bonds for an indefinite period of time;

l. The Purchaser understands and agrees that it may resell or otherwise transfer all or any part of the Bonds only in accordance with Sections 16.09 and 16.10 of the Indenture;

m. The Purchaser is not relying on the City, the Trustee or any of their affiliates or employees for advice as to the merits and risks of investment in the Bonds. The Purchaser has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision;

n. The Purchaser, or a related entity, or both, was, at one time, the owner of all of the property in the District. The Purchaser, or such related entity, or both, petitioned the City to establish the District and levy assessments therein. The Purchaser, or a related entity, was actively involved in the proceedings for the establishment of the District and the levy of the assessments therein and the Purchaser, or a related entity, has been actively involved in the structuring and

implementation of the Bonds. The Purchaser, or a related entity, or both, is now the owner of all of the Group Four Designated Parcels. The Purchaser, or a related entity, was the master developer of the property in the District that has been developed to date and the Purchaser, or a related entity, has been and is developing the Group Four Designated Parcels in anticipation of selling the same. Consequently, the Purchaser is intimately familiar with the District, the Group Four Designated Parcels, the Assessments, the Indenture, the Bonds, and the security therefor, the property within the District, including the Group Four Designated Parcels, and the development thereof, and the transactions and documents related to or contemplated by the foregoing;

o. The Purchaser has conducted its own independent examination of the City, the District, the Group Four Designated Parcels, the Trustee, the Indenture, the Bonds and the security therefor, and the transactions and documents related to or contemplated by the foregoing;

p. The Purchaser previously possessed, has obtained or has been provided with all documents and information regarding the City, the District, the Trustee, the Indenture, the Bonds and the security therefor, and the transactions and documents related to or contemplated by the foregoing, and all matters related thereto, that it considers necessary to make an informed investment decision;

q. The Purchaser understands and agrees that the offering and sale of the Bonds to the Purchaser are exempt from Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, pursuant to Section (d) of said Rule;

r. The Purchaser understands that the Bonds will carry no rating from any rating service; and

s. Any certificate signed by any authorized official of the Purchaser authorized to do so shall be deemed a representation and warranty by the Purchaser to the City as to the statements made therein.

4. Conditions to the Obligations of the Purchaser. The obligations of the Purchaser to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Purchaser, to the accuracy in all material respects of the representations and warranties on the part of the City contained herein, as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the City and other persons and entities made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the City of its obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions:

a. At the Closing Date, the City Documents, the Resolutions and any other applicable agreements shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Purchaser, and there shall have been taken in connection therewith, with the issuance of the Bonds and with the transactions contemplated thereby, all such actions as, in the opinion of Bond Counsel, shall be necessary and appropriate;

b. At the time of the Closing Date, the Assessments on the Group Four Designated Parcels shall have been approved and confirmed by the City and recorded in the office of the Orange County Recorder;

c. On or prior to the Closing Date, the Purchaser shall have received counterpart originals or certified copies of the following documents, in each case satisfactory in form and substance to the Purchaser, or shall have waived the receipt of such documents as a condition to the Purchaser's purchase of the Bonds:

(1) fully executed copies of the City Documents and certified copies of the Resolutions;

(2) an approving opinion of Bond Counsel, dated the Closing Date and substantially in the form attached hereto as Exhibit A, together with a letter or letters from such counsel, dated the Closing Date and addressed to the Trustee and the Purchaser, to the effect that the foregoing opinion may be relied upon by the Trustee and the Purchaser to the same extent as if such opinion were addressed to it;

(3) a supplemental opinion of Bond Counsel, dated the Closing Date and addressed to the Purchaser, in form and substance satisfactory to the Purchaser and its counsel, to the effect that:

(a) this Purchase Agreement has been duly authorized, executed and delivered by the City and (assuming due authorization, execution and delivery by, and validity against, the other respective parties thereto) is a valid and binding agreement of the City;

(b) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended;

(4) An opinion, dated the Closing Date and addressed to the Purchaser and the City, of Rutan & Tucker, as City Attorney, in form and substance acceptable to the Trustee, the Purchaser and its counsel, to the effect that:

(a) the City is a charter city and municipal corporation, duly organized and validly existing pursuant to the Constitution and the laws of the State with full legal right, power and authority to adopt the Resolutions, to issue the Bonds and to perform all of its obligations under the Bonds and the other City Documents;

(b) the execution and delivery by the City of the Bonds and the other City Documents have been duly authorized by all requisite action of the City Council of the City, all conditions precedent to the execution and delivery by the City of the Bonds and the other City Documents have been fulfilled and the Bonds and the other City Documents constitute the legal, valid and binding agreements of the City enforceable against the City in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights in general and to the application of equitable principles if equitable remedies are sought;

(c) to such firm's knowledge, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending or threatened in any way affecting the existence of the City or the titles of its officers to their respective offices, or seeking to restrain or

to enjoin the execution and delivery of the City Documents, or the issuance, sale or delivery of the Bonds or the application of the proceeds thereof, or the collection or application of the Assessments to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Agreement or any other City Document or any action of the City contemplated by any of said documents, or the powers of the City or its authority with respect to this Purchase Agreement, or any action on the part of the City contemplated by any of said documents;

(d) the City is not in breach of or in default under any applicable law or administrative rule or regulation of the State or the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City is a party or is otherwise subject or bound, including the City Documents, a consequence of which could be to materially and adversely affect the ability of the City to perform its obligations under the Bonds or any other City Document or which, with the passage of time or the giving of notice or both, would constitute an event of default thereunder;

(e) the adoption of the Resolutions, and the execution and delivery of the Bonds and the other City Documents, and compliance with the provisions of each, did not and will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State or the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, ordinance, resolution, indenture, contract, agreement or other instrument to which the City is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the ability of the City to perform its obligations under the Bonds or any other City Document; and

(f) all approvals, consents, authorizations, elections and orders of or filings or registrations with any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the ability of the City to execute, deliver and perform its obligations under the Bonds or any other City Document has been obtained or made, as the case may be, and are in full force and effect;

(5) a certificate, dated the Closing Date and signed by a duly authorized official of the City, certifying that (i) the representations and warranties of the City contained herein are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date, and (ii) the City has complied with all the agreements and has satisfied all the conditions on its part to be performed or satisfied under this Purchase Agreement at and prior to the Closing Date;

(6) the opinion of counsel to The Bank of New York Mellon Trust Company, N.A. (“BNYM”), dated the Closing Date, addressed to the Purchaser and the City, in form and substance acceptable to counsel for the City and counsel for the Purchaser substantially to the following effect:

(a) BNYM is a national banking association duly organized and validly existing under the laws of the jurisdiction of its organization and has the corporate power to execute and deliver the Fourth Supplemental Indenture and any other documentation relating to the Indenture, and to perform its obligations under the Indenture;

(b) the execution and delivery by BNYM of the Fourth Supplemental Indenture and any other documentation relating to the Indenture, and its performance of its obligations under the Agreements, have been and are as of the date hereof duly authorized by all necessary corporate action;

(c) no approval, authorization or other action by, or filing with, any governmental body or regulatory authority (which has not been obtained) is required in connection with the due execution, delivery and performance by BNYM of the Fourth Supplemental Indenture; and

(d) the Indenture has been duly executed and delivered by BNYM and constitute the valid and legally binding obligations of BNYM enforceable against it in accordance with their terms except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought as a proceeding in equity or at law);

(7) a certificate of BNYM, dated the Closing Date, in form and substance acceptable to counsel for the City and counsel for the Purchaser, to the following effect:

(a) BNYM is a national banking association duly organized and validly existing under and by virtue of the laws of the United States of America, and has the full power and authority to accept and perform its duties under the Indenture;

(b) subject to the provisions of the Indenture, BNYM will apply the proceeds from the Bonds to the purposes specified in the Indenture;

(c) the Bonds have been duly authenticated by the Trustee;

(d) to the knowledge of BNYM, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending or threatened in any way affecting the existence of BNYM, or seeking to restrain or to enjoin the execution and delivery of the Indenture, or the authentication of the Bonds, by BNYM, or in any way contesting or affecting the validity or enforceability, as against BNYM, of the Indenture or any action of BNYM contemplated thereby, or in which an adverse outcome would materially and adversely affect the ability of BNYM to perform its obligations under the Indenture;

(e) to the knowledge of BNYM, BNYM is not in breach of or in default under any applicable law or administrative rule or regulation of the State or the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative

decree or order, or under any material agreement or material instrument to which BNYM is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the ability of BNYM to perform its obligations under the Indenture;

(f) to the knowledge of BNYM, the authentication of the Bonds, and the execution and delivery of the Indenture by BNYM, and compliance with the provisions thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State or the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any material agreement or material instrument to which BNYM is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the ability of BNYM to perform its obligations under the Indenture;

(8) a copy of the appraisal report dated September 7, 2018 (the "Appraisal Report") of the Group Four Designated Parcels prepared by Gary L. Vogt & Associates, Inc. (the "Appraiser");

(9) the no-arbitrage or tax certificate of the City, in form and substance acceptable to the Bond Counsel;

(10) evidence that the federal tax information Form 8038-G with respect to the Bonds has been prepared for filing and mailed; and

(11) such additional legal opinions, certificates, instruments and other documents as the Purchaser may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the City's representations and warranties contained herein and the due performance or satisfaction by the City at or prior to the Closing Date of all agreements then to be performed and all conditions then to be satisfied by the City in connection with the transactions contemplated hereby and by the other City Documents.

If any of the conditions to the obligations of the Purchaser contained in this section or elsewhere in this Purchase Agreement shall not have been satisfied when and as required herein, all obligations of the Purchaser hereunder may be terminated by the Purchaser at, or at any time prior to, the Closing Date by written notice to the City.

5. Conditions to the Obligations of the City. The obligations of the City to issue and sell the Bonds on the Closing Date shall be subject, at the option of the City, to the accuracy in all material respects of the representations and warranties on the part of the Purchaser contained herein, as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the Purchaser and other persons and entities made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the Purchaser of its obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions:

a. At the Closing Date, the Purchase Agreement and any other applicable agreements shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the City, and there shall have been taken in connection

therewith, with the issuance of the Bonds and with the transactions contemplated thereby, all such actions as, in the opinion of Bond Counsel, shall be necessary and appropriate;

b. On or prior to the Closing Date, the City shall have received counterpart originals or certified copies of the following documents, in each case satisfactory in form and substance to the City, or shall have waived the receipt of such documents as a condition to the City's issuance and sale of the Bonds:

(1) each of the documents specified in paragraphs (1), (2), (3), (6), (7), (8) and (9) of Section 4.c hereof;

(2) An opinion, dated the Closing Date and addressed to the City, of counsel to the Purchaser, in form and substance acceptable to the City and its counsel, to the effect that:

(a) the Purchaser is a limited liability company, duly organized and validly existing under the laws of the State of Delaware;

(b) the Purchaser has the power and authority to execute and deliver, and to perform its obligations under, the Purchase Agreement;

(c) the execution and delivery by the Purchaser of the Purchase Agreement have been duly authorized by all requisite action on the part of the Purchaser or its members and all conditions precedent to the execution and delivery by the Purchaser of the Purchase Agreement have been fulfilled; and

(d) the Purchase Agreement constitutes the legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights in general and to the application of equitable principles if equitable remedies are sought;

(3) a certificate, dated the Closing Date and signed by a duly authorized official of the Purchaser, certifying that (i) the representations and warranties of the Purchaser contained herein are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date, and (ii) the Purchaser has complied with all the agreements and has satisfied all the conditions on its part to be performed or satisfied under this Purchase Agreement at and prior to the Closing Date; and

(4) such additional legal opinions, certificates, instruments and other documents as the City may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the Purchaser's representations and warranties contained herein and the due performance or satisfaction by the Purchaser at or prior to the Closing Date of all agreements then to be performed and all conditions then to be satisfied by the Purchaser in connection with the transactions contemplated hereby.

If any of the conditions to the obligations of the City contained in this section or elsewhere in this Purchase Agreement shall not have been satisfied when and as required herein, all obligations of the City hereunder may be terminated by the City at, or at any time prior to, the Closing Date by written notice to the Purchaser.

6. Indemnification. To the extent permitted by law, the Purchaser agrees to, and does hereby, release and indemnify the City and any persons controlled by or under common control or affiliated with the City, and the Council members, officers, employees and agents of the City and/or such persons (each, an “Indemnified Party”), hold each Indemnified Party harmless from and against, and defend each Indemnified Party by counsel reasonably approved by such Indemnified Party, from and against, any and all liabilities, obligations, damages, losses, demands, penalties, fines, claims, actions, suits, judgments, settlements, costs, expenses and disbursements (including, reasonable, actually incurred legal fees, expenses and costs of investigation) of any kind and nature whatsoever (“Claims”) directly or indirectly arising out of or resulting from the issuance or sale of the Bonds or the resale or transfer of the Bonds by the Purchaser. The agreements and indemnifications contained in this section shall apply to Claims arising both before and after the issuance of the Bonds and shall survive the termination of this Purchase Agreement. Upon demand by an Indemnified Party, the Purchaser shall diligently defend any Claim that is threatened or commenced against such Indemnified Party, all at the Purchaser’s own cost and expense and by counsel to be approved by such Indemnified Party in the exercise of its reasonable judgment. Each Indemnified Party shall have the right to retain separate counsel in any such action and to participate in the defense thereof but shall bear the fees and expenses of such counsel unless (i) the Purchaser shall have specifically authorized the retaining of such counsel, or (ii) the parties to such suit include such Indemnified Party, and the Purchaser and such Indemnified Party have been advised by such counsel that one or more legal defenses may be available to such Indemnified Party which may not be available to the Purchaser, in which case the Purchaser shall not be entitled to assume the defense of such suit notwithstanding its obligation to bear the fees and expenses of such counsel. Notwithstanding the foregoing, in no event shall the Purchaser be required to release, indemnify or hold harmless an Indemnified Party for any Claims to the extent resulting from such Indemnified Party’s gross negligence or willful misconduct.

7. Expenses.

a. The Purchaser shall be under no obligation to pay, and the City shall pay or cause to be paid, whether out of the proceeds of the Bonds or otherwise, all expenses incident to the performance of the City’s obligations hereunder, including, but not limited to, the cost of printing and delivering the Bonds to the Purchaser, the cost of preparation, word processing and reproduction of the City Documents and all other agreements and documents contemplated hereby (and drafts of any thereof), the fees and disbursements of Bond Counsel, City Attorney, BNYM, any accountants, financial advisors, engineers, legal counsel or other experts or consultants the City has retained in connection with the Bonds and any out-of-pocket disbursements of the City to be paid from the proceeds of the Bonds.

b. Whether or not the Bonds are delivered to the Purchaser as set forth herein, the City shall be under no obligation to pay, and the Purchaser shall pay, all expenses incident to the performance of the Purchaser’s obligations hereunder, including, but not limited to, the fees and disbursements of any accountants, legal counsel or other experts or consultants the Purchaser has retained in connection with the Bonds and any out-of-pocket disbursements of the Purchaser.

8. Lockout Date Certification. If the Purchaser delivers to the City written evidence that (i) the amount of the Assessments levied on the Group Four Designated Parcels owned by the Purchaser or an affiliate of the Purchaser is less than 20% of the aggregate amount of the Assessments levied on all Group Four Designated Parcels, and (ii) the amount of the Assessments levied on the Group Four Designated Parcels owned by any single owner of Group Four Designated Parcels or an affiliate of such owner is less than 20% of the aggregate amount of the Assessments levied on all Group Four Designated Parcels, which written evidence shall be in form and substance reasonably satisfactory to the City and which written evidence may include, but need not be limited to, title policies, title guaranties and copies or adequate

descriptions of grant deeds recorded, the City shall, within ten business days of the receipt thereof, deliver to the Trustee a Written Certificate of the City certifying that the Lockout Date has occurred.

9. **Notices.** Any notices, requests, directions, instruments or other communications required or permitted to be given hereunder shall be in writing and shall be given when delivered, against a receipt, or mailed certified or registered, postage prepaid, to the City and the Purchaser at the respective addresses below.

If to the City:

City of Irvine
One Civic Center Plaza
Irvine, California 92606-5207
Attention: Director of Administrative Services

If to the Purchaser:

IHC Funding I LLC
550 Newport Center Drive
Newport Beach, California 92660-7011
Attention: General Counsel

and to:

IHC Funding I LLC
550 Newport Center Drive
Newport Beach, California 92660-7011
Attention: Chief Financial Officer

with a copy to:

O'Neil LLP
1990 MacArthur Blvd., Suite 1050
Irvine, California 92612
Attention: John Yeager, Esq.

provided, however, that all such notices, requests or other communications may be made by telephone and promptly confirmed by writing. The City and the Purchaser may, by notice given as aforesaid, specify a different address for any such notices, requests or other communications.

10. **Parties in Interest.** This Purchase Agreement is made solely for the benefit of the City and the Purchaser and no other person shall acquire or have any right hereunder or by virtue hereof.

11. **Survival of Representation and Warranties.** The representations and warranties of the City set forth in or made pursuant to this Purchase Agreement shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing or termination of this Purchase Agreement and regardless of any investigations made by or on behalf of the Purchaser (or statements as to the results of such investigations) concerning such representations and statements of the City and regardless of delivery of and payment for the Bonds. The representations and warranties of the Purchaser set forth in or made pursuant to this Purchase Agreement shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing or termination of this Purchase Agreement and regardless

of any investigations made by or on behalf of the City (or statements as to the results of such investigations) concerning such representations and statements of the Purchaser and regardless of issuance and sale of the Bonds.

12. **Effective.** This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

13. **Applicable Law: Nonassignability.** This Purchase Agreement shall be governed by the laws of the State. This Purchase Agreement shall not be assigned by the City or the Purchaser.

14. **Execution of Counterparts.** This Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same.

15. **No Prior Agreements.** This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understandings between the parties hereto in relation to the sale of Bonds by the City and the purchase thereof by the Purchaser and represents the entire agreement of the parties as to the subject matter herein.

16. **Partial Unenforceability.** Any provision of this Purchase Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Purchase Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

Very truly yours,

IHC FUNDING I LLC, a Delaware limited liability company

By: _____
Marc D. Ley
Group EVP & CIO

By: _____
Nathan Blakely
SVP Investment Division

ACCEPTED:

CITY OF IRVINE

By: _____
Kristin Griffith
Director of Administrative Services

EXHIBIT A

FORM OF OPINION OF BOND COUNSEL

December [5], 2018

City of Irvine
One Civic Center Plaza
Irvine, California 92606-5207

Re: City of Irvine, Reassessment District No. 05-21
Limited Obligation Improvement Bonds,
Fixed Rate Series (Group Four) (Final Opinion)

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by the City of Irvine (the “City”) of \$27,995,000 aggregate principal amount of City of Irvine Reassessment District No. 05-21 Limited Obligation Improvement Bonds, Fixed Rate Series (Group Four) (the “Bonds”) pursuant to the Municipal Improvement Act of 1913 (Division 12 of the California Streets and Highways Code), the Improvement Bond Act of 1915 (Division 10 of the California Streets and Highways Code), Chapter 5 of Division 7 of Title 2 of the City of Irvine Municipal Code and an Indenture of Trust, dated as of December 1, 2011 (the “Original Indenture”), as amended and supplemented pursuant to a First Supplemental Indenture, dated as of February 1, 2014 (the “First Supplemental Indenture”), a Second Supplemental Indenture, dated as of March 1, 2016 (the “Second Supplemental Indenture”), a Third Supplemental Indenture, dated as of August 1, 2017 (the “Third Supplemental Indenture”), and a Fourth Supplemental Indenture, dated as of November 1, 2018 (the “Fourth Supplemental Indenture”), each by and between the City and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”). The Original Indenture, as amended and supplemented, including by the Fourth Supplemental Indenture is referred to as the Indenture.

In such connection, we have reviewed the Indenture, the Tax Certificate of the City, dated the date hereof (the “Tax Certificate”), opinions of counsel to the City and the Trustee, certifications of the City, the Trustee and others and such other documents, opinions and matters to the extent we deemed necessary to render the opinions set forth herein.

Certain agreements, requirements and procedures contained or referred to in the Indenture, the Tax Certificate and other relevant documents may be changed and certain actions (including, without limitation, defeasance of Bonds) may be taken or omitted under the circumstances and subject to the terms and conditions set forth in such documents. No opinion is expressed herein as to any Bond or the interest thereon if any such change occurs or action is taken or omitted upon the advice or approval of counsel other than ourselves.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to

determine, or to inform any person, whether any such actions are taken or omitted or events do occur. Our engagement with respect to the Bonds has concluded with their issuance, and we disclaim any obligation to update this letter. We have assumed the genuineness of all documents and signatures presented to us (whether as originals or copies) and the due and legal execution and delivery thereof by, and validity against, any parties other than the City. We have not undertaken to verify independently, and have assumed, the accuracy of the factual matters represented, warranted or certified in the documents referred to in the second paragraph hereof. Furthermore, we have assumed compliance with all covenants and agreements contained in the Indenture and the Tax Certificate, including (without limitation) covenants and agreements compliance with which is necessary to assure that future actions, omissions or events will not cause interest on the Bonds to be included in gross income for federal income tax purposes. In addition, we call attention to the fact that the rights and obligations under the Bonds, the Indenture and the Tax Certificate and their enforceability may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other similar laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against public bodies in the State of California. We express no opinion with respect to the plans, specifications, maps and other engineering details of the proceedings, or upon the validity of the individual separate Assessments securing the Bonds, which validity depends, in addition to the legal steps required, upon the accuracy of certain of the engineering details.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The execution and delivery of the Bonds has been duly authorized by the City and the Bonds constitute valid and binding special obligations of the City, payable solely from and secured by the Assessments on the Group Four Designated Parcels and any other amounts held in the funds and accounts established for the Bonds under the Indenture, other than the Group Four Rebate Fund established for the Bonds and the Group Four Costs Account, and the Assessments represented by the Bonds are secured by a valid and enforceable first lien against the Group Four Designated Parcels.

2. The Indenture has been duly executed and delivered by, and constitutes a valid and binding obligation of, the City. The Fourth Supplemental Indenture is in compliance with the requirements of the Original Indenture and is permitted by the Act.

3. Interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and is exempt from State of California personal income taxes. [Interest on the Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although we observe that it is included in adjusted current earnings in calculating corporate alternative minimum taxable income. We express no opinion regarding other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest on, the Bonds.]

Very truly yours,

RUTAN & TUCKER, LLP

EXHIBIT B

**MATURITY SCHEDULE FOR
CITY OF IRVINE
REASSESSMENT DISTRICT NO. 05-21
LIMITED OBLIGATION IMPROVEMENT BONDS
FIXED RATE SERIES (GROUP FOUR)**

\$_____Serial Bonds

Maturity (September 2)	Principal Amount	Interest Rate	Price
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
\$_____	% Term Bonds, Due September 2, 20__	Price _____	
\$_____	% Term Bonds, Due September 2, 2050	Price _____	

CITY COUNCIL RESOLUTION NO. 06-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE DECLARING ITS INTENTION TO ORDER THE CONSTRUCTION AND ACQUISITION OF CERTAIN IMPROVEMENTS IN PROPOSED ASSESSMENT DISTRICT NO. 05-21

WHEREAS, in accordance with the provisions of Section 2804 of the California Streets and Highways Code (the "Streets and Highways Code"), the owners of more than 60 percent in area of the property subject to assessment for the proposed construction and acquisition of certain improvements, hereinafter described, have signed and filed with the City Clerk of the City of Irvine a written Petition ("Petition") for the construction and acquisition of such improvements in proceedings to be taken by the City Council, pursuant to the Municipal Improvement Act. of 1913, and for the issuance of bonds in the proceedings under the Improvement Bond Act of 1915 and Chapter 5 of Division 7 of Title 2 of the City of Irvine Municipal Code, and by the Petition waived all proceedings required by the provisions of Division 4 of said Streets and Highways Code (being the Special Assessment Investigation, Limitation and Majority Protest Act of 1931, Streets and Highways Code Sections 2800-3012); and

WHEREAS, the public interest and convenience requires the construction and acquisition of said improvements.

NOW, THEREFORE, the City Council of the City of Irvine DOES HEREBY RESOLVE and order as follows:

SECTION 1. The foregoing recitals are true and correct and the City Council so finds and determines.

SECTION 2. The Petition for construction of said improvements and the issuance of said bonds is hereby accepted and approved.

SECTION 3. The City Council hereby finds and determines that the Petition has been signed by the owners of more than 60 percent in the area of the property subject to assessment for the proposed improvements hereinafter described and hereby grants the Petition and hereby determines that the situation described in Paragraph (3) of Subdivision (a) of Section 2804 of the Streets and Highways Code exists and that the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 shall not apply to the proceedings hereinafter provided for.

SECTION 4. The public interest and convenience require the construction and acquisition of the improvements hereinafter described.

SECTION 5. It is the intention of the City Council City of Irvine. to order the work, acquisitions, and improvements to be made for assessment district (hereinafter provided for) designated Assessment District No. 05-21, the exterior boundaries of which are hereinafter specified and described in Section 6 hereof, the work, acquisitions and improvements being as set forth on Exhibit A attached hereto. Except as in this Resolution otherwise specifically provided, all the work, acquisitions and improvements shall be made and done pursuant to the Municipal Improvement Act of 1913 and Chapter 5 of Division 7 of Title 2 of the City of Irvine Municipal Code.

SECTION 6. The City Council hereby declares that the territory within the boundaries hereinafter specified and described is the district to be benefited by the work, acquisitions, and improvements to be made and to be assessed to pay the costs and expenses thereof; that the expense of the work, acquisitions, and improvements is hereby made chargeable upon the district; and that the exterior boundaries of the assessment district are hereby specified and described to be as shown on that certain map now on file in the office of the City Clerk of the City of Irvine entitled "Proposed Boundaries, Assessment District No. 05-21, City of Irvine," which map indicates by a boundary line the extent of the territory included in the proposed district and shall govern for all details as to the extent of the assessment district. On the original and copy of the map of such assessment district on file in the Clerk's office, the Clerk shall endorse the certificate evidencing the date and adoption of this Resolution. The Clerk shall file the original of such map in her office and, within fifteen (15) days after the adoption of the Resolution fixing the time and place of hearing on the formation and extent of the assessment district, the Clerk shall file a copy of such map so endorsed in the records of the County Recorder, County of Orange, State of California.

SECTION 7. Pursuant to Section 4 of Article XIID of the Constitution of the State of California, parcels within the assessment district that are owned or used by any agency, the State of California or the United States shall not be exempt from assessment, unless the City can demonstrate by clear and convincing evidence that such publicly owned parcels in fact receive no special benefit.

SECTION 8. The City Council further declares that it is its intention to enter into agreements with Southern California Edison Company, Southern California Gas Company, Pacific Bell, and Irvine Ranch Water District, public agencies or regulated utilities, pursuant to Section 10110 of the Streets and Highways Code, regarding the construction and installation of certain facilities, the cost of which shall be assessed upon the real property benefiting there from and title to which shall vest, upon completion, in said public agency or utility.

SECTION 9. Notice is hereby given that bonds to represent unpaid assessments, and which bear interest at a fixed or variable interest rate of not to exceed twelve percent (12%) per annum, or such higher maximum interest rate as may be provided in the resolution of issuance, will be issued hereunder in the manner provided in Division 10 of the Streets and Highways Code (the Improvement

Bond Act of 1915) and Chapter 5 of Division 7 of Title 2 of the City of Irvine Municipal Code, and the last installment of such bonds shall mature in not to exceed 39 years from the second of September next succeeding 12 months from their date or as provided in said Chapter 5. The alternate procedure for collecting assessments and advance retirement of bonds as set forth in Part 11.1 of Division 10 of the Streets and Highways Code shall apply herein. Pursuant to Section 8650.1 of said Code, the City Council may determine that the principal amount of bonds maturing or becoming subject to mandatory prior redemption each year shall be other than the amount equal to an even annual proportion of the aggregate principal of the bonds.

SECTION 10. The City Council hereby further declares that it is its intention to covenant that, upon default of any assessment payment due (except under certain circumstances to be specified in the Trust Indenture for the bonds) it will cause foreclosure proceedings to be brought within 150 days of such default, as permitted by Section 8830(b) of the Streets and Highways Code.

SECTION 11. The City Council hereby further declares that it is its intention to create a special reserve fund to provide for the purchase of tax delinquent property by the City and for other advances contemplated to be made by the City under Part 16 of Division 10 of the Streets and Highways Code, as permitted by Sections 8880-8886 of the Streets and Highways Code.

SECTION 12. The City Council hereby finds and determines that if the assessment proposed herein results in a surplus in the improvement fund to be provided for in the proceedings hereafter taken pursuant to this Resolution, after the improvements are acquired, the surplus shall be used or allocated in accordance with the provisions of Sections 10427 to 10427.2, inclusive, of the Streets and Highways Code.

SECTION 13. Whenever, in the Municipal Improvement Act of 1913 or in the Improvement Bond Act of 1915 a notice, resolution, order or other matter relative to said proceedings for the work, acquisitions and improvements in said assessment district is required to be published, the City Clerk is hereby ordered to publish such notice, resolution or other matter in the Irvine World News, which is hereby selected by the City Council for that purpose.

SECTION 14. The City Council hereby refers the proposed improvements to the Engineer of Work for the assessment district, and hereby directs said Engineer to make and file with the City Clerk a report in writing containing the matters specified in 10204, of the Streets and Highways Code.

SECTION 15. Pursuant to Section 20485 of the California Public Contracts Code, the property owner of the property within proposed Assessment District No. 05-21, being the owner of all lands to be assessed, may exercise its option to enter into the contract for the construction of improvements within said district, subject to the requirements of said Section 20485. Nevertheless, pursuant to

Section 20487 of said Code, the City Council hereby reserves the right to subsequently make the finding that, in its opinion, the public interest will not be served by allowing the property owner to take the contract for construction of the improvements and that the property owner may not elect to enter into such a contract pursuant to said Section 20485.

SECTION 16. Pursuant to Streets and Highways Code Section 8769 and Chapter 5 of Division 7 of Title 2 of the City of Irvine Municipal Code, the City Council hereby determines and declares that the City will not obligate itself to advance available funds from the City treasury to cure any deficiency which may occur in the bond redemption fund; provided, however, this determination shall not prevent the City from, in its sole and unbridle discretion, advancing funds for such purpose as otherwise provided in the Improvement Bond Act of 1915.

SECTION 17. The City Council hereby further declares that the bonds issued for Assessment District No. 05-21 shall be refundable in accordance with the provisions of the "Refunding Act of 1984 For 1915 Improvement Act Bonds." The specific conditions under which said bonds may be refunded include the condition that there be a reduction in the interest cost to maturity by reason of the refunding of such bonds and the condition that the refunding bonds shall bear interest at a maximum rate, and shall have a maximum number of years to maturity, not in excess of the maximum rate and years to maturity, respectively, then permitted by law. Any adjustment to assessments resulting from any such refunding will be done on a pro rata basis.

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the 28th day of March 2006.


MAYOR OF THE CITY OF IRVINE

ATTEST:


CITY CLERK OF THE CITY OF IRVINE

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF IRVINE)

I, PAMYLA MEANS, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing resolution was duly adopted at a regular meeting of the City Council of the City of Irvine, held on the 28th day of March 2006.

AYES: 4 COUNCILMEMBERS: Agran, Choi, Kang, and Krom
NOES: 0 COUNCILMEMBERS: None
ABSENT: 1 COUNCILMEMBERS: Shea


CITY CLERK OF THE CITY OF IRVINE

CITY COUNCIL RESOLUTION NO. 06-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CONFIRMING THE ASSESSMENTS IN ASSESSMENT DISTRICT NO. 05-21 (ORCHARD HILLS) PLANNING AREA 1, ORDERING THE IMPROVEMENTS AND ACQUISITIONS TO BE MADE, AUTHORIZING ENTRY INTO CERTAIN AGREEMENTS, AND DESIGNATING THE CITY TREASURER TO COLLECT AND RECEIVE MONEY

WHEREAS, the City Council of the City of Irvine, by Resolution No. 06-32 heretofore adopted by the Council on March 28, 2006, declared its intention to order the improvements and acquisitions to be made as described in that Resolution in an assessment district to be designated Assessment District No. 05-21, as shown and designated on that certain map entitled "Proposed Boundaries, Assessment District No. 05-21, City of Irvine, County of Orange, State of California", on file in the Office of the City Clerk; and

WHEREAS, the Council in and by that resolution referred the work, acquisitions and improvements to Willdan, as Engineer, and directed it to make and file with the City Clerk a report in writing; and

WHEREAS, the Engineer duly filed with the City Clerk a report in writing, including a general description of the improvements and acquisitions, an estimate of the costs of the improvements and acquisitions and incidental expenses in connection with the improvements and acquisitions; a diagram showing the exterior boundaries of the Assessment District, the boundaries of any zones within the district and the boundaries and dimensions of the subdivisions of land within the district as they existed at the time the resolution of intention was adopted; a proposed assessment of the total amount of the costs and expenses of the proposed improvements and acquisitions upon the several subdivisions of land in the Assessment District in proportion to the estimated special benefits to be received by such subdivisions from the improvements; and a maximum annual assessment to defray the City's costs of collecting the assessments and paying the bonds, all in accordance with Article XIID of the California Constitution, California Government Code Section 53750 et seq. and Sections 10203 and 10204 of the California Streets and Highways Code, and other items required pursuant to Part 7.5 of the Streets and Highways Code; and

WHEREAS, the Council, by Resolution No. 06-33 heretofore adopted on March 28, 2006, preliminarily approved the Engineer's Report, approved the Boundary Map, fixed Tuesday, May 9, 2006 at 4:00 p.m. in the chambers of the City Council, City Hall, One Civic Center Plaza, Irvine, California, as the time and place for hearing comments on the proposed improvements and acquisitions, the extent of the

assessment district and the proposed assessment, and provided for mailed notice of the hearing; and

WHEREAS, the City Clerk filed with the Council a declaration setting forth the time and manner of compliance with the requirements for mailing notices of the passage of Resolution No. 06-33 and of the time and place for the public hearing for receiving comments or objections to the proposed construction and acquisitions, together with the assessment ballot required by Article XIID of the California Constitution and California Government Code Section 53753 and the Council hereby finds that notice of the passage of that resolution and of the time and place for hearing protests or objections to the proposed construction and acquisitions and the assessment ballots have been mailed in the time, form and manner required by law; and

WHEREAS, the hearing was duly held by the Council at the times and places for the hearing of all comments on the proposed improvements and acquisitions; and

WHEREAS, at the public hearing no adverse comments were received and the Council thereupon closed the public hearing and tabulated the assessment ballots submitted by the record owners of the properties within the Assessment District and received the written waiver of the sole property owner with regard to waiving the cash collection period; and

WHEREAS, all assessment ballots submitted were in favor of the formation of the district and levy of the assessment as set forth in the revised Report of the Engineer; and

WHEREAS, the Council immediately thereupon acquired jurisdiction to order the proposed improvements and acquisitions to be made.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRVINE DOES HEREBY RESOLVE AND ORDER AS FOLLOWS:

Section 1. The foregoing recitals are true and correct and the Council so finds and determines.

Section 2. Pursuant to Section 15168 of the State CEQA Guidelines, this project is covered by a previously certified Program EIR for the Northern Sphere of Influence, which includes Planning Area 1 and serves as a Program EIR for the proposed project (SCH No. 2001051010). The effects of the project were examined in the Program EIR and all feasible mitigation measures and alternatives developed in the Program EIR are incorporated into this project. Based on public testimony and independent judgment, the Subdivision Committee determines that no new mitigation measures are required. The Program EIR is, therefore, determined to be adequate to serve as the EIR for this project and satisfies all requirements of CEQA.

Section 3. The Council hereby confirms the assessment in the amount of \$235,257,164 and declares that the report of the Engineer, including the description of the improvements and acquisitions, estimate of the cost of the improvements and acquisitions, assessments, boundary map and diagram, are hereby finally adopted, accepted, confirmed and approved.

Section 4. The Council hereby orders the improvements and acquisitions described in Resolution No. 06-32 and in the revised Report of the Engineer dated April 4, 2006, to be done and made.

Section 5. The City Manager is hereby authorized and directed to execute and deliver all agreements required by Streets and Highways Code Section 10110 with an applicable public agency, public utility, or mutual water company, all as defined in the Municipal Improvement Act of 1913 in order to finance any or all of the relevant work, acquisitions, or improvements described in the Report of the Engineer dated April 4, 2006 prior to the construction and/or acquisition of the relevant work, acquisitions, or improvements, in substantially the form currently on file in the office of the City Clerk with such amendments, modifications, and substitutions approved in writing by the City Attorney.

Section 6. The Council hereby finds and determines that the maximum annual assessment set forth in the report is adequate for such purposes and authorizes the City Treasurer to annually levy said assessment in an amount sufficient to pay the incidental costs of Assessment District No. 05-21, not exceeding the maximum amount set forth in the report.

Section 7. The City Clerk shall transmit to the Superintendent of Streets of the City of Irvine the diagram and assessment, and the Superintendent of Streets is hereby directed to record the diagram and assessment in his office in a substantial book kept for that purpose and, in addition, the City Clerk is to record forthwith a Notice of Assessment in the Office of the Recorder, County of Orange, and upon the date of such recordation in the Recorder's office the assessment shall become a lien upon the lands upon which it is levied, and upon the date of recordation in the Superintendent of Street's office, the assessments shall become due and payable, all pursuant to the Municipal Improvement Act of 1913.

Section 8. The City Treasurer of the City of Irvine is hereby directed to collect the money paid pursuant to the assessment, in the manner to be prescribed in an Indenture between the City and a Trustee to be named and to be approved by the Council prior to the issuance of said bonds.

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the 9th day of May 2006.


MAYOR OF THE CITY OF IRVINE

ATTEST:



CITY CLERK OF THE CITY OF IRVINE

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF IRVINE)

I, PAMYLA MEANS, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing resolution was duly adopted at a regular meeting of the City Council of the City of Irvine, held on the 9th day of May 2006.

AYES: 5 COUNCILMEMBERS: Agran, Choi, Kang, Shea, and Krom
NOES: 0 COUNCILMEMBERS: None
ABSENT: 0 COUNCILMEMBERS: None



CITY CLERK OF THE CITY OF IRVINE


4.2



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: NOVEMBER 13, 2018

TITLE: BOMMER CANYON COMMUNITY PARK CATTLE CAMP
REHABILITATION PROJECT



Director of Community Services



City Manager

RECOMMENDED ACTION

Receive staff presentation and provide input on the Park Design Modification for the Bommer Canyon Community Park Cattle Camp Rehabilitation Project.

EXECUTIVE SUMMARY

The City of Irvine Parks Master Plan, adopted by the City Council in June 2017, prioritized Bommer Canyon Community Park (BCCP) as the City's first rehabilitation project due to the park's popularity within the community, age of the facilities, and importance as a gateway to the southern open space preservation area.

In accordance with the City's adopted purchasing policies and procedures, in February 2018, the City retained RJM Design Group to develop a conceptual design for rehabilitation of the former Irvine Ranch Cattle Camp (Cattle Camp) portion of the park, which is actively used for reservations and programming. In order to proceed with final design and construction, a Park Design Modification is required per Zoning Ordinance Section 2-22-10, and is subject to approval by the Community Services Commission.

Given the project scope and the site's popularity, and to further facilitate transparency, the Community Services Commission held two public hearings on October 3 and October 17, 2018 to receive feedback from the community. On October 17, 2018, the Community Services Commission voted 5-0, with all members present, to approve the Park Design Modification. The Commission requested staff return with a presentation on the specific materials to be used for the structures and playground surfacing when more details are available.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

The Community Services Commission approved the Park Design Modification for the proposed Bommer Canyon Cattle Camp Rehabilitation Project at its regular meeting on October 17, 2018 and requested a future staff presentation on the proposed project materials during the final design/construction drawings process.

ANALYSIS

Background

BCCP is located in the heart of the City's southern open space preservation area, approximately 1.2 miles off Shady Canyon Drive in Planning Area 28 (Attachment 1, Vicinity Map). Built in 1967 then deeded to the City in 1982, the 15-acre community park contains land that once served as a rest area for ranch hands, known as the former Irvine Ranch Cattle Camp. Today, the approximate three-acre Cattle Camp is one of Irvine's most popular rental facilities. It provides a unique rustic setting for special events such as birthday parties, company picnics, weddings, and other family celebrations.

The site currently consists of a "Chuck Wagon" food service building, Drink Pavilion, trailer for staff offices, storage units, stage area, picnic tables, fire ring, barbeque spit, and play/activity area. Two portable restrooms and hand washing stations are located on site behind the stage; however, additional restroom facilities for larger events are sometimes required to accommodate the event size. A copy of the existing Cattle Camp layout is provided as Attachment 2.

The Cattle Camp is in need of major rehabilitation due to the park's age and preservation challenges. While BCCP is beloved for its location and rustic character, it is the City's oldest park with portable structures placed throughout the site in an ad-hoc fashion. According to a 2005 Facility Condition Analysis (Attachment 3), site issues include aged structures that are not compliant with current building codes; insect and rodent infestation; lack of utilities (i.e., sewer, electric, etc.); accessibility limitations; and, limited availability due to logistic capabilities and inclement weather. During events, visitors have access to minimal on-site portable restroom facilities, which are unattractive and problematic. In response to these factors, the Cattle Camp quickly emerged as a top priority for rehabilitation in the City. This project will update Cattle Camp facilities to a quality that is reflective of the City's established standard of care for all Irvine Parks.

In June 2017, the City Council approved the Parks Master Plan, which provides guidance for development of Irvine's public parks. The Parks Master Plan highlighted BCCP as a key site for rehabilitation due to its popularity and deferred maintenance issues. Subsequently, the City Council approved a Capital Improvement Program (CIP) project to rehabilitate BCCP (CIP No. 371801). In addition, the City was awarded a \$937,375-grant through the State of California's Housing-related Parks Program (HRPP), which must be expended by June 30, 2019.

In February 2018, the consulting firm, RJM Design Group was selected in accordance with the City's adopted purchasing policies and procedures to conduct community outreach and prepare a conceptual rehabilitation design for the Cattle Camp area pursuant to Zoning Ordinance Section 2-22-10.C (Modifications to park designs and existing parks). Per Zoning Ordinance Section 2-22-5.C (Approval authority), a Park Design Modification of this nature is subject to the review and approval of the Community Services Commission.

Community Engagement

Community feedback is integral to the design process. Prior to developing a conceptual rehabilitation design, the project team implemented an extensive community outreach process to identify project priorities and objectives. The outreach effort utilized multiple methods of public engagement such as a dedicated project webpage on the City's website, information booths at the City's Open Space Celebration and Wilderness Access Day events, and the establishment of a public project interest list.

On April 25, 2018, a public workshop at the Las Lomas Community Center provided the community an opportunity to provide feedback. During the event, participants provided their "vision" of the rehabilitated site, identified program needs, and prioritized facility improvements for the Cattle Camp. Following the workshop, the City posted an on-line survey for a two-week period from April 26, 2018 to May 9, 2018. Over 200 individuals completed the survey. Results from the community engagement process were universal and the following themes were evident:

- Top three rehabilitation priorities: replacing aging structures; providing amenities and equipment; increasing access to facilities
- The project must include formal restroom facilities
- Project vision: natural; historic; ranch/farm ambiance and setting

Park Design Modification

The Park Design Modification reflects the community's vision for the BCCP Cattle Camp. The design package consists of several plan sheets including site layout, landscape, surface materials, building floor plans, architectural renderings, and building elevations (see Attachment 4, Approved Park Design Modification). It specifically focuses on preserving existing development boundaries, enhancing utility efficiencies, updating access to park facilities, and maintaining existing programs and intensity of the site.

The project does not modify, expand, or intensify current land uses at the park. Rather, the design consolidates uses, resulting in an overall reduction of the total structural footprint and overall activity area (from approximately 3,670 square feet to 3,430 square feet and 2.7 acres to 2.6 acres). For example, uses formerly provided by the Chuck Wagon and Drink Pavilion will be consolidated into a single kitchen/food/drink service building with a restroom facility surrounded by an accessible wood deck. A new stage will incorporate a storage room, restroom, and bride's room/office. Rather than remaining under the existing sycamore grove, these new facilities will be relocated to the northern side of the Cattle Camp, which currently consists of a vacant dirt area. Doing so will minimize tree root impact to the existing sycamore tree grove and bring the development away from the creek and riparian habitat area.

Areas of the park will be interconnected through a fully ADA-accessible internal loop trail system. The existing fire ring and horseshoe areas will remain in their current location and the eastern boundary of the Cattle Camp will include a small thematic interpretive play area.

The play area design will be reflective of the natural and historical roots of the park, and include resilient play surfacing consistent with the park's character.

Replaced structures will consist of fully accessible, pre-fabricated modular buildings customized to mimic the existing ranch style aesthetic. Many existing on-site elements such as historical plaques and old Cattle Camp equipment will be repurposed and integrated into the design, to the extent feasible. In addition, staff has been approached by the Irvine Historical Society to explore other ways to creatively incorporate the site's former cattle camp history into the site's design theme.

Installation of native landscaping and rock croppings throughout the park will be consistent with guidelines established by the Orange County Fire Authority (OCFA) for fuel modification areas. Plantings will include cactus and additional canopy trees (including several oak trees) around the new structures. The sycamore grove, itself, will remain intact and protected in place. The design calls for approximately 60 new trees planted along the northern perimeter of Cattle Camp to diversify the tree inventory and provide additional buffers for any residences in neighboring communities.

The closest residence (in Shady Canyon) is located approximately 1,300 feet away from the Cattle Camp's edge. The project will not adversely affect residential areas near Bommer Canyon. Programming of the Cattle Camp will continue to be administered in accordance with the City's adopted Community Facilities Reservation Policy, which indicates that the Cattle Camp is subject to special restrictions designed to protect this important preservation area in the City's Open Space Preserve.

The Park Design Modification underwent an extensive and collaborative review process. The City's Public Works, Building, and Water Quality teams, the Irvine Ranch Conservancy, and OCFA have reviewed the proposed Park Design Modification. City staff continues to work closely with OCFA staff to proactively address fire prevention, protection, and life-safety requirements, such as a Fuel Modification Plan and Fire Access Plan, as permissible through the Central Coastal Natural Communities Conservation Plan/Habitat Conservation Plan. Staff acknowledges that the final design may require refinement based upon the OCFA Fuel Modification Plan and Fire Access Plan requirements.

Community Services Commission Consideration

Given the project scope and the site's popularity, and to further facilitate transparency, the Community Services Commission held two public hearings for the proposed Park Design Modification. On October 3, 2018, the Community Services Commission held a public hearing at the Las Lomas Community Center to provide a more convenient venue for neighboring communities to comment on the proposed project. The item was then continued to the Community Services Commission meeting at the Irvine Civic Center on October 17, 2018, during which the Chair reopened the public hearing for additional comments. At these meetings, four Irvine residents provided the following public testimony:

- Two residents questioned whether the rehabilitated site would result in an expansion or intensification of use.

- One resident suggested the City request that the OCFA fund any on-site fire suppression improvements using any surplus funds the City pays for participation in the OCFA.
- One resident praised the site, thanked the Community Services Commission for considering the rehabilitation project, and requested the site maintain a historic ranch-like theme.

Staff also received an email from a resident stating he is in favor of making the mandatory upgrades to the current structures for building code and safety requirements; however, he does not want the project to include horse stables, additional parking, or disruption of the current hiking experience. During the meetings, Community Services Commissioners suggested ways to further improve the project's design, and provided comments related to trail access, funding, and fire protection. For example, Commissioners requested that a gender-neutral/family restroom be incorporated into the design; the restroom will be integrated into the new stage structure. Commissioners also encouraged staff to pursue additional grant funding opportunities for future phases. Ultimately, at the October 17, 2018 meeting the Commission unanimously approved the conceptual rehabilitation design, and requested that staff present the proposed materials to be used for the structures and play area surfacing at a future meeting.

Next Steps

Now that the Community Services Commission approved the proposed conceptual rehabilitation design, the project will undergo the final design process during which proposed materials to be used for the structures and play area surfacing will be identified. Staff will present those proposed materials to Community Services Commission per its request.

The Public Works Department oversees the final design process, which will produce a set of construction drawings. These documents require approval by the City Council so that staff may put the project out to bid for construction. Due to the scope of the proposed project, a phased construction approach is anticipated and contingent upon available funding. The tentative project schedule anticipates that construction would commence as soon as feasible in early 2019 with an understanding that the State of California's HRRP grant must be expended by June 30, 2019.

ENVIRONMENTAL REVIEW

Pursuant to the California Environmental Quality Act (CEQA), the proposed project is categorically exempt per the following CEQA Guidelines sections: Section 15301, Class 1, Existing Facilities; Section 15302, Class 2, Replacement or Reconstruction; Section 15303, Class 3, New Construction or Conversion of Small Structures; and, Section 15304, Class 4, Minor Alterations of Land. A Notice of Exemption was prepared and filed in accordance with CEQA.

FINANCIAL IMPACT

Currently, the Bommer Canyon Rehabilitation CIP project (CIP No. 371801) total approved allocation is \$2,715,000 for design and construction. A summary of projected expenses and fund allocations for the project is provided in the table below:

<u>EXPENSES</u>	
Preliminary Design/Planning	\$180,000
Final Design	\$335,000
Construction	\$2,200,000
<i>Total Project Budget Expense</i>	<i>\$2,715,000</i>
<u>FUNDING SOURCES</u>	
FY 18/19 CIP/SDC Fees - Non-Circ	\$1,777,625
HRPP Grant	<u>\$937,375</u>
<i>Total Available Project Funding</i>	<i>\$2,715,000</i>

Given current funding constraints and deadlines associated with the State grant award, staff will follow a phased construction process consistent with the City's 10-year CIP. The project will now undergo final design/construction drawings preparation, during which project elements and construction costs will be further refined. Staff anticipates requesting additional FY 19/20 CIP funding to cover the costs of fire protection and suppression utilities to be required by OCFA and those uncertain/unknown factors inherent with renovation construction.

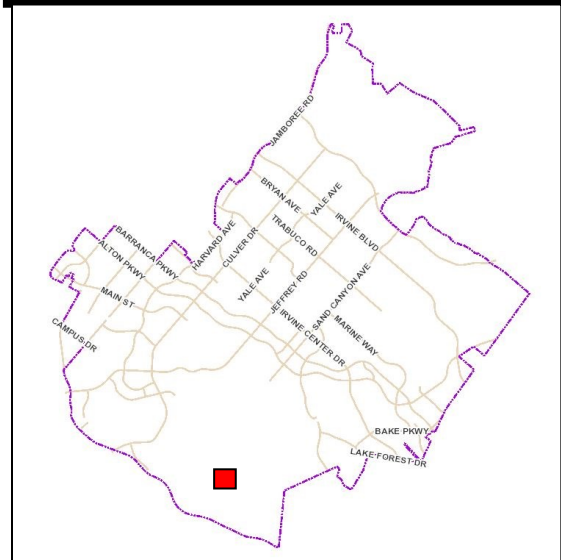
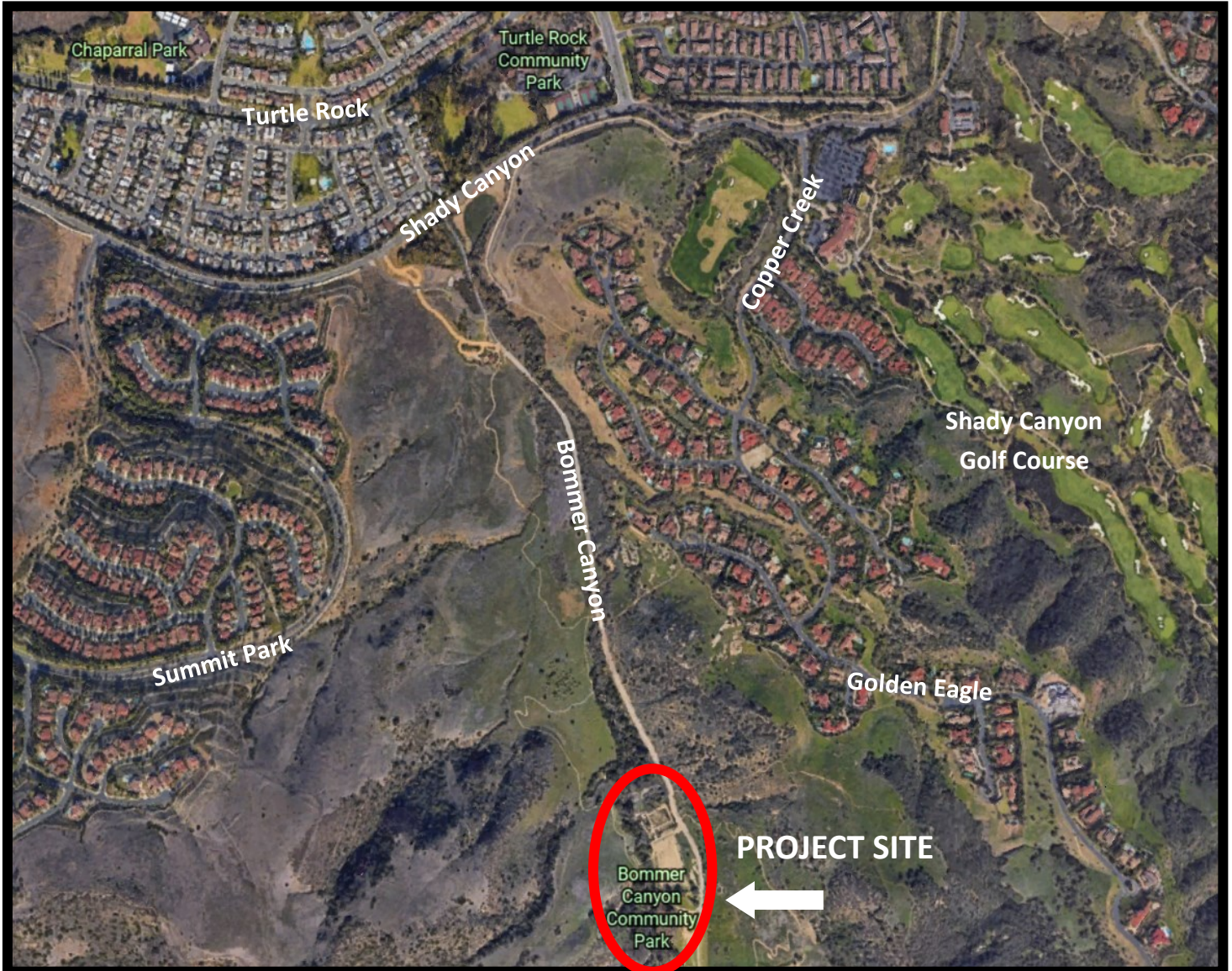
REPORT PREPARED BY Darlene Nicandro, Project Development Administrator
Kathleen Haton, Senior Planner

ATTACHMENTS:

1. Vicinity Map
2. Existing BCCP Cattle Camp Layout
3. Bommer Canyon Facility Condition Analysis
4. Approved BCCP Cattle Camp Park Design Modification

cc: Darin Loughrey, Manager, Parks and Recreation

BOMMER CANYON COMMUNITY PARK VICINITY MAP



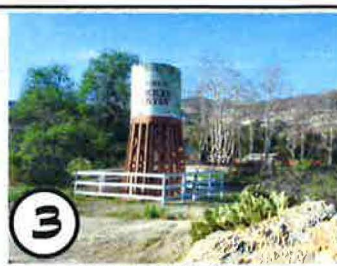
Printed: August 16, 2018



This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. This map is not to be used for navigation.



1 NATURE LOOP INTERPRETIVE AREA



3 WATER TOWER



5 SOUTH VIEW TO SYCAMORE GROVE



7 BBQ SPIT



2 GRAVEL PARKING LOT



4 ENTRY PORTAL



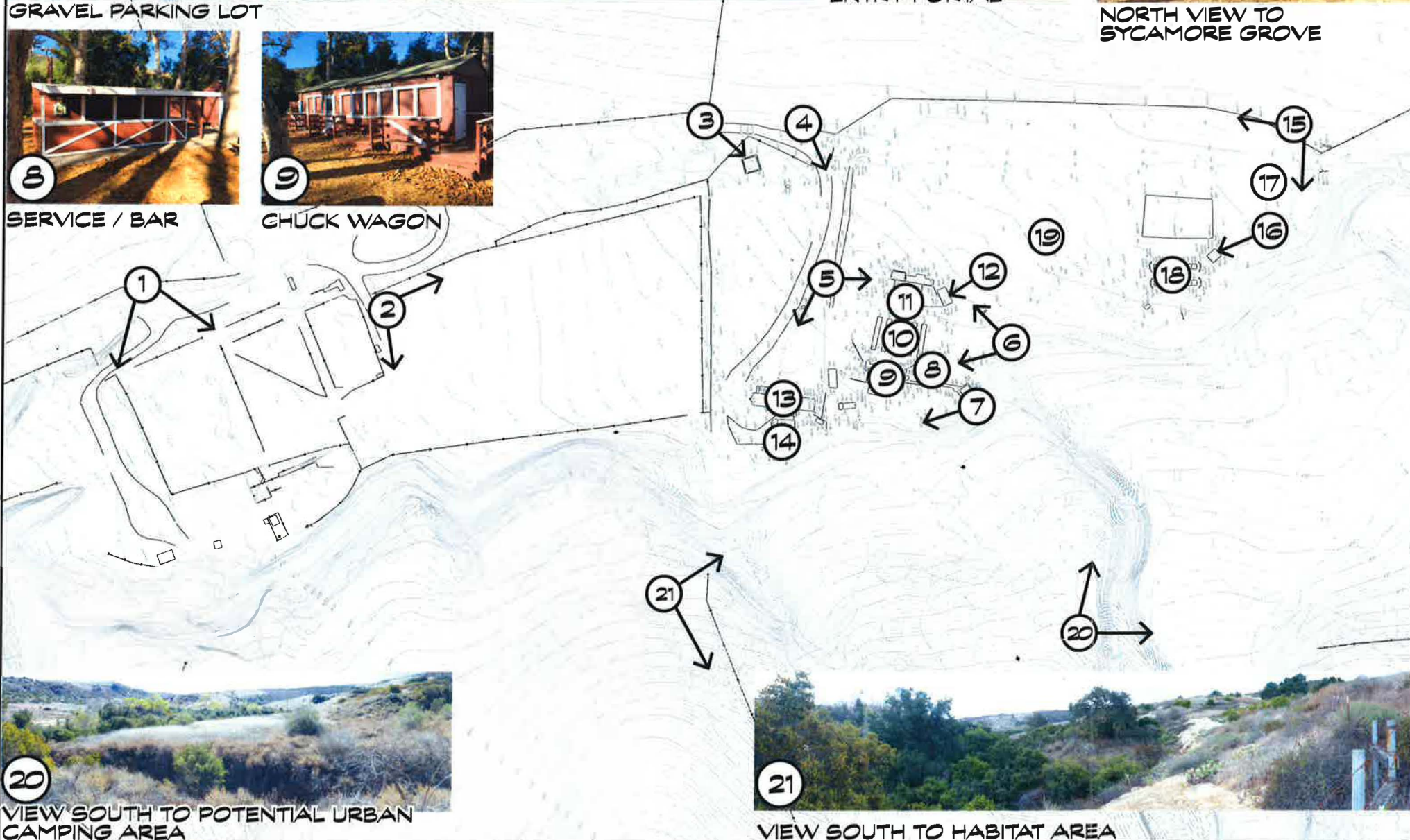
6 NORTH VIEW TO SYCAMORE GROVE



8 SERVICE / BAR



9 CHUCK WAGON



10 PICNIC AREA AT SYCAMORE GROVE



11 STAGE



12 STORAGE



13 TEMPORARY OFFICE TRAILER



14 STORAGE



16 PICNIC SHELTER



15 NORTH VIEW TO ACTIVITY AREA



20 VIEW SOUTH TO POTENTIAL URBAN CAMPING AREA



21 VIEW SOUTH TO HABITAT AREA



17 SAND VOLLEYBALL



18 HORSESHOE



19 FIRE RING

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CITY OF IRVINE
Facility Condition Analysis

BOMMER CANYON

BUILDING NUMBER: 0008

FACILITY CONDITION ANALYSIS

MARCH 21, 2005

ATTACHMENT 3

CITY OF IRVINE
Facility Condition Analysis

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Section 5: DRAWINGS / PROJECT LOCATIONS

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A. BUILDING SUMMARY

Bommer Canyon is a fifteen acre park located 1.2 miles off of Bonita Canyon Road on a road owned by The Irvine Company. The area was once a cattle ranch that served as a stopping off point for ranch hands. Today, it is used for outdoor recreation. There are open areas to play games and horseshoes, undesignated walking trails, and a few individual structures. A brick barbeque pit, beverage building, cookhouse, stage, storage building, and large area of wooden picnic tables are also located on site. Beverage and cookhouse facilities are not used for food preparation purposes. They are used only as serving structures. A mobile home is used by the administrative personnel. Electricity is available, but water must be brought in, with the exception of the mobile home. Portable restrooms and hand washing stations are provided. The mobile home is approximately twenty-two years old. All of the other structures are approximately fifty years old, except for the barbeque pit, which was built in 1991. Structures are all wood construction, except for the mobile home. The storage building adjacent to the stage is in the worst condition due to age and deterioration of the wood components. All of the wooden structures have asphalt roofing shingles. The cookhouse has possible transite siding. Buildings are not handicapped accessible at this time. Generally, the parking area is sand. There is a small strip of asphalt from the road leading up to the mobile home. The site is surrounded by a canopy of trees that provides shade.

It is important to note that the on-site review for this park and subsequent report do not include an inventory or assessment of site and landscape furnishings. Site furnishings, as defined by the scope of this report, are specialized park equipment and utility-type items that are semi-permanent and routinely replaced in a short life cycle pattern. These items are typically treated as expensed items as opposed to infrastructure capital assets. Examples of site furnishings include park benches, waste receptacles, and barbeque grills. This report may include comments resulting from casual observation that reference particularly worn or damaged site furnishings. These comments are provided only as a point of reference for the park facilities department management.

Based on professional experience, the existing design parameters of the park grounds, ancillary facilities, and the present program mission, recreational features in this park are utilized fully and are well suited for their current use. The information in this report is based solely on physical observations, and no intrusive testing or engineering analysis has taken place to confirm these observations. The following assessments and estimates in this report are based solely on visual and non-destructive observations, a review of existing reports, and discussions with facility personnel. Non-standard inspection methods may be required to further define the scope and costs to repair some of the noted deficiencies. A number of code deficiencies are technically "grandfathered", and upgrades to current codes would be required only if major structural changes are made or substantial renovation (generally fifty percent of the cost of a facility) is undertaken.

The information for this report was collected during a site visit that concluded on August 23, 2004.

SITE

The area is a natural outdoor setting. Therefore, there are no formal sidewalks or athletic courts. At least thirty wooden picnic tables are available throughout the park. The City of Irvine is in the process of replacing old, wooden picnic tables with new metal or synthetic ones, as conditions require. These tables are due for replacement.

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EXTERIOR STRUCTURE

Existing asphalt shingle roofs on the mobile home, cookhouse, beverage center, and stage are nearing the end of their life cycles. Replacement in kind is recommended within the next five years. Inspection of the roofing decks for any existing damage is also recommended.

The exteriors on the mobile home, cookhouse, beverage center, and stage are painted. Due to normal environmental exposure, repainting is recommended. Repair any damaged trim areas, and prepare and repaint any previously painted surfaces. Exterior coating products with a higher resistance to ultraviolet (UV) exposure should be utilized, where possible, particularly on any metal surfaces. A regular painting cycle is always recommended in order to avoid unnecessary weathering of the exterior finishes. The mobile home is the only site structure with windows, and they are in good condition.

The cookhouse is accessed by a wooden deck with a wood railing that runs along the front of the building. The deck is worn and in need of replacement due to multiple layers of paint, age, and environmental factors. There is a painted plywood underpinning around the perimeter of the mobile home. Due to age and environmental effects, it needs to be updated. In kind replacement is recommended.

If the city of Irvine has not replaced the wooden picnic tables with metal or synthetic ones through their ongoing replacement program within five years, steps should be taken to extend the lives of these tables. Scrape, repair, and waterproof each table.

There are areas of wood and chain-link fencing at the gathering / picnic area. The wood fencing is aging, and painted areas are peeling. Also, the chain-link is damaged in places. The fences should be replaced in order to maintain safety and aesthetics. The same layout and style may be used. A wooden storage unit is located adjacent to the stage. It is weathered and aged, and it is rotting along the outer bottom edges. It has reached the end of its useful service life and should be demolished.

INTERIOR FINISHES / SYSTEMS

Typical flooring finishes throughout the mobile home are carpet and sheet vinyl. Sheet vinyl flooring is also located in the cookhouse. Carpet installations in facilities with similar traffic patterns tend to reach the end of their useful service lives in seven to ten years. Universal carpet replacement is warranted within the next two years due to the aged condition of the current application. Most areas with sheet vinyl flooring installations are worn and well beyond their effective life cycles. They should also be replaced in kind within the next two years.

The interiors of the mobile home, beverage center, stage, and the cookhouse are painted. Due to normal use, repainting is recommended. Repair any damaged areas, and prepare and repaint any previously painted surfaces. A regular painting cycle is always recommended to avoid unnecessary wearing of the interior finishes. Remaining interior finishes of the mobile home, such as ceilings and doors, are all in good condition.

Bathroom lavatory countertops in the mobile home have a plastic laminate finish and a wood box. Based upon present wear and delamination patterns, it is anticipated that the unit will need to be replaced within the next two to five years. In kind replacement is recommended.

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Facility Condition Analysis

Section One

ACCESSIBILITY

This site is in a natural, open-air location. There are no sidewalks or accessible restroom facilities. Structures surrounding the picnic area are not made to be handicapped accessible due to their age and function. The mobile home would benefit from the addition of a ramp due to its function as a support and administration center for the park. Therefore, install a compliant ramp, and incorporate steps leading up to the front landing. Include galvanized handrails at both the steps and the ramp, and adhere to all code requirements.

HEALTH

Exterior siding on the cookhouse is suspected to be an asbestos material. Testing should be performed to determine its construction. Any asbestos material should be removed following all standards and requirements for safety and disposal. Should the siding prove to be asbestos, it will need to be replaced with wood lap siding that has a painted finish. No other significant health related issues were observed or reported during the inspection of this park.

FIRE / LIFE SAFETY

No fire alarm devices were observed in the cookhouse or the mobile home. To comply with ADA and NFPA requirements, the installation of fire alarm devices, such as audible devices, visual strobes, and smoke detectors, is recommended. Install a small fire alarm panel with RF capability to report activation or trouble to an applicable receiving station or the local fire department.

Illuminated exit signs and emergency lighting were not observed in the cookhouse or mobile home. Since the path of egress to the nearest exit is less than fifty feet, no emergency exit sign is required. However, emergency lighting should be made available in the cookhouse and the mobile home in order to provide additional guidance for building occupants. Install battery backup emergency lighting units. Due to the minor cost associated with two fixtures, this effort can be addressed internally.

HVAC

No mechanical equipment was observed in the cookhouse. Heating for the mobile home is provided by a residential, electric furnace, which appears to be in good condition. Air conditioning is not available in either structure. No upgrades are recommended.

ELECTRICAL

Single overhead, 200 amp, 120/240 volt, two-phase feeders are individually supplied to the cookhouse and mobile home. Associated panelboards are in fair condition. However, the panelboard for the mobile home has missing space covers, exposing the copper bus. To prevent electrical hazards, install spare circuit breaker space covers. This effort can be addressed as part of the ongoing preventive electrical program.

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Interior lighting is comprised of surface-mounted and compact fluorescent fixtures in the cookhouse and some incandescent fixtures in the mobile home. The fixtures are in good condition. Exterior building and site illumination are provided by wall- / pole-mounted halogen fixtures. No upgrade of the interior or exterior fixtures is recommended.

PLUMBING

The only structure on site with potable water is the mobile home. A main water line from Bonita Canyon is fed to the domestic water tank near the structure. The domestic water supply and drain piping networks consist of PVC pipes. No leaks were observed or reported. No upgrades are warranted for the water supply or drain piping networks. Furthermore, no domestic hot water was observed for this building or site.

Plumbing fixtures in the unisex bathroom of the mobile home consist of a residential-grade, plastic lavatory and bathtub and a porcelain water closet. They are in fair condition but will reach the end of their useful service lives within the ten-year purview of this report. A scheduled replacement is advised. Install modern, porcelain finish, water conservation-type plumbing fixtures. Additionally, replace the aging kitchen sink as part of these upgrades.

Note: The deficiencies outlined in this report were noted from a visual inspection. ISES engineers and architects developed projects with related costs that are needed over the next ten-year period to bring the asset to "like-new" condition. The costs developed do not represent the cost of a complete asset renovation. Soft costs not represented in this report include telecommunications, furniture, window treatment, space change, program issues, relocation, swing space, contingency, or costs that could not be identified or determined from the visual inspection and available building information. However, existing fixed asset components and systems were thoroughly inspected. The developed costs represent correcting existing deficiencies and anticipated life cycle failures (within a ten-year period) to bring the asset to modern standards without any anticipation of change to facility space layout or function. Please refer to Section Three of this report for recommended Specific Project Details.

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C. INSPECTION TEAM DATA

DATE OF INITIAL INSPECTION: August 23, 2004

INSPECTION TEAM PERSONNEL:

<u>NAME</u>	<u>POSITION</u>	<u>SPECIALTY</u>
Imelda Bacate	Project Engineer	Mechanical / Electrical / Plumbing / Energy / Fire Safety
Thomas Ferguson, AIA	Project Architect	Interior / Finish Systems / Exterior / ADA-Handicapped Accessibility / Health / Fire Safety / Life Safety / Site
Patt Mason, Associate AIA	Facility Analyst	Interior / Finish Systems / Exterior / ADA-Handicapped Accessibility / Health / Fire Safety / Life Safety / Site

FACILITY CONTACTS:

<u>NAME</u>	<u>POSITION</u>
Douglas Davidson	Project Manager

REPORT DEVELOPMENT:

Report Development by: ISES CORPORATION
2165 West Park Court
Suite N
Stone Mountain, GA 30087

Contact: Imelda Bacate, Project Manager
770-879-7376 ext. 137

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Facility Condition Analysis
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D. FACILITY CONDITION ANALYSIS - DEFINITIONS

The following information is a clarification of Building Report Sections using example definitions.

1. REPORT DESCRIPTION

Section 1: Building Summary, Life Cycle Model Building Component Summary, and General Report Information.

Section 2: Detailed Project Summaries and Totals

- A. Detailed Project Totals – Matrix with FCNI Data and Associated Charts
- B. Detailed Projects by Priority Class / Priority Sequence
- C. Detailed Projects by Cost within range [\$0 - <\$25,000]
- D. Detailed Projects by Cost within range [≥ \$25,000 - < \$100,000]
- E. Detailed Projects by Cost within range [≥ \$100,000 - < \$250,000]
- F. Detailed Projects by Cost within range [≥ \$250,000 - < \$1,000,000]
- G. Detailed Projects by Cost within range [≥\$1,000,000]
- H. Detailed Projects by Project Classification
- I. Detailed Projects by Project Rating Type - Energy Conservation
- J. Detailed Projects by Category / System Code

FCNI = Facility Condition Needs Index, Total Cost vs. Replacement Cost. The FCNI provides a life cycle cost comparison. Facility replacement cost based on replacement with current construction standards for facility use type, and not original design parameters. This index gives the Academy a comparison within all buildings for identifying worst case / best case building conditions.

$$\text{FCNI} = \frac{\text{Deferred Maintenance / Modernization} + \text{Capital Renewal} + \text{Plant Adaption}}{\text{Plant / Facility Replacement Cost}}$$

Section 3: Specific Project Details Illustrating Description / Cost

Section 4: Photographic Log

Section 5: Drawings with Iconography

The drawings for this facility are marked with ICONS (see legend), denoting the specific location(s) for each project. Within each ICON is the last four (4) characters of the respective project number (e.g., 0001IS01 is marked on plan by IS01). There is one set of drawings marked with ICONS representing all priority classes (1, 2, 3, 4, & 5).

Note: For Sections 2 and 3, at the end of the reports and project detail, an *Inflation Adjustment Factor* will be designed and built into the program for update purposes. Updates will not be reflected in the original report.

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2. **PROJECT CLASSIFICATION**

- A. Plant / Program Adaption: Expenditures required to adapt the physical plant to the evolving needs of the institution and to changing codes or standards. These are expenditures beyond normal maintenance. Examples include compliance with changing codes (e.g. accessibility), facility alterations required by changed teaching or research methods, and improvements occasioned by the adoption of modern technology (e.g., the use of personal computer networks).
- B. Deferred Maintenance: Refers to expenditures for repairs which were not accomplished as a part of normal maintenance or capital repair which have accumulated to the point that facility deterioration is evident and could impair the proper functioning of the facility. Costs estimated for deferred maintenance projects should include compliance with applicable codes even if such compliance requires expenditures beyond those essential to effect the needed repairs. Deferred maintenance projects represent catch up expenses.
- C. Capital Renewal: A subset of regular or normal facility maintenance which refers to major repairs or the replacement / rebuilding of major facility components (e.g., roof replacement at the end of its normal useful life is capital repair; roof replacement several years after its normal useful life is deferred maintenance).

3. **PROJECT SUBCLASS TYPE**

- A. Energy Conservation - Projects with energy conservation opportunities, based on simple payback analysis.

4. **PRIORITY SEQUENCE BY PRIORITY CLASS** (Shown in Sections 2 and 3)

All projects are assigned both a Priority Sequence number and Priority Class number for categorizing and sorting projects based on criticality and recommended execution order.

Example:

PRIORITY CLASS 1

CODE	PROJECT NO.	PRIORITY SEQUENCE
HV2C	0001HV04	01
PL1D	0001PL02	02

PRIORITY CLASS 2

CODE	PROJECT NO.	PRIORITY SEQUENCE
IS1E	0001IS06	03
EL4C	0001EL03	04

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5. **PRIORITY CLASS** (Shown in Sections 2 and 3)

PRIORITY 1 - Currently Critical (Immediate)

Projects in this category require immediate action to:

- a. return a facility to normal operation
- b. stop accelerated deterioration
- c. correct a cited safety hazard

PRIORITY 2 - Potentially Critical (Year One)

Projects in this category, if not corrected expeditiously, will become critical within a year. Situations in this category include:

- a. intermittent interruptions
- b. rapid deterioration
- c. potential safety hazards

PRIORITY 3 - Necessary - Not Yet Critical (Years Two to Five)

Projects in this category include conditions requiring appropriate attention to preclude predictable deterioration or potential downtime and the associated damage or higher costs if deferred further.

PRIORITY 4 - Recommended (Years Six to Ten)

Projects in this category include items that represent a sensible improvement to existing conditions. These items are not required for the most basic function of a facility; however, Priority 4 projects will either improve overall usability and / or reduce long-term maintenance.

PRIORITY 5 - Does not meet current codes / standards ("Grandfathered")

Conditions in this category include items that do not conform to existing codes, but are "grandfathered" in their condition. No action is required at this time, but should substantial work be undertaken in contiguous areas, certain existing conditions may require correction.

6. **COST SUMMARIES AND TOTALS**

The cost summaries and totals are illustrated by Detailed Projects sorted in multiple formats (shown in Sections 1, 2, and 3).

City Index material / labor cost factors: (shown in Sections 2 and 3)

Cost factors are based on the Santa Ana City Index and are adjusted for material and labor cost factors (2004). Refer to the project related labor report found later in this section.

Global Markup Percentages

R.S. MEANS

Local Labor Index:	124 %	of National Average
Local Materials Index:	111 %	of National average
General Contractor Markup:	30 %	Contractor profit & overhead, bonds & insurance
Professional Fees:	36 %	Arch. / Eng. Firm design fees, in-house design cost, and contingencies

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7. **PROJECT NUMBER** (Shown in Sections 2 and 3)

Example:

Project Number = 0001-EL-04 (unique for each independent project)

- 0001 - Building Identification Number
- EL - System Code, EL represents Electrical
- 04 - Sequential Assignment Project Number by Category / System

8. **PHOTO NUMBER** (Shown in Section 4)

A code shown on the Photographic Log identifies the building number, photo sequence, and architect or engineer.

Example: 0001006e

<u>Building Number</u>	<u>Photo Sequence</u>	<u>Arch / Eng</u>
0001	006	e

9. **LIFE CYCLE COST MODEL DESCRIPTION AND DEFINITIONS** (Shown in Section 1)

Included in this report is a Life Cycle Cost Model. This model consists of two elements, one is the component listing (starting on page 1.2.1) and the other is the Life Cycle Cost Projections Graph (page 1.3.1). The component list is a summary of all major systems and components within the facility. Each indicated component has the following associated information:

Uniformat Code	This is the standard Uniformat Code that applies to the component
Component Description	This line item describes the individual component
Qty	The quantity of the listed component
Units	The unit of measure associated with the quantity
Unit Cost	The cost to replace each individual component unit (This cost is in today's dollars)
Total Cost	Unit cost multiplied by Quantity, also in today's dollars. Note that this is a one time renewal / replacement cost
Install Date	Year that the component was installed. Where this data is not available, it defaults to the year the asset was constructed
Life Exp	Average life expectancy for each individual component

The component listing forms the basis for the Life Cycle Cost Projections Graph shown on page 1.3 .1. This graph represents a projection over a fifty year period (starting from the date the report is run) of expected component renewals based on each individual item's renewal cost and life span. Some components might require renewal several times within the fifty year model, while others might not occur at all. Each individual component is assigned a renewal year based on life cycles, and the costs for each item are inflated forward to the appropriate year. The vertical bars shown on the graph represent the accumulated (and inflated) total costs for each individual year. At the bottom of the graph, the average annual cost per gross square foot (\$/GSF) is shown for the facility. In this calculation, all costs are not inflated. This figure can be utilized to assess the adequacy of existing capital renewal and repair budgets.

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10. **CATEGORY CODE** (Shown in Sections 2 and 3)

Refer to the following Category Code Report.

Example: Category Code = EL5A

Example:

EL = System Description
5 = Component Description
A = Element Description

CATEGORY CODE

AC1A - AC4B
EL1A - EL8A
ES1A - ES6E
FS1A - FS6A
HE1A - HE7A
HV1A - HV8B
IS1A - IS6D
PL1A - PL5A
SI1A - SI4A
SS1A - SS7A
VT1A - VT7A

SYSTEM DESCRIPTION

ACCESSIBILITY
ELECTRICAL
EXTERIOR STRUCTURE
FIRE / LIFE SAFETY
HEALTH
HVAC
INTERIOR / FINISH SYSTEMS
PLUMBING
SITE
SECURITY SYSTEMS
VERTICAL TRANSPORTATION

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CATEGORY CODE REPORT			
CODE	COMPONENT DESCRIPTION	ELEMENT DESCRIPTION	DEFINITION
SYSTEM DESCRIPTION: ACCESSIBILITY			
AC1A	SITE	STAIR AND RAILINGS	Includes exterior stairs and railings which are not part of the building entrance points.
AC1B	SITE	RAMPS AND WALKS	Includes sidewalks, grade change ramps (except for a building entrance), curb ramps, etc.
AC1C	SITE	PARKING	Designated parking spaces including striping, signage, access aisles and ramps, etc.
AC1D	SITE	TACTILE WARNINGS	Raised tactile warnings located at traffic crossing and elevation changes.
AC2A	BUILDING ENTRY	GENERAL	Covers all aspects of entry into the building itself including ramps, lifts, doors and hardware, power operators, etc.
AC3A	INTERIOR PATH OF TRAVEL	LIFTS/RAMPS/ELEVATORS	Interior lifts, ramps and elevators designed to accommodate level changes inside a building. Includes both installation and retrofitting.
AC3B	INTERIOR PATH OF TRAVEL	STAIRS AND RAILINGS	Upgrades to interior stairs and handrails for accessibility reasons.
AC3C	INTERIOR PATH OF TRAVEL	DOORS AND HARDWARE	Accessibility upgrades to the interior doors including widening, replacing hardware power, assisted operators, etc.
AC3D	INTERIOR PATH OF TRAVEL	SIGNAGE	Interior building signage upgrades for compliance with ADA.
AC3E	INTERIOR PATH OF TRAVEL	RESTROOMS/BATHROOMS	Modifications to and installation of accessible public restrooms and bathrooms. Bathrooms, which are an integral part of residential suites, are catalogued under HC4A.
AC3F	INTERIOR PATH OF TRAVEL	DRINKING FOUNTAINS	Upgrading/replacing drinking fountains for reasons of accessibility.
AC3G	INTERIOR PATH OF TRAVEL	PHONES	Replacement/modification of public access telephones.
AC4A	GENERAL	FUNCTIONAL SPACE MODIFICATIONS	This category covers all necessary interior modifications necessary to make the services and functions of a building accessible. It includes installation of assistive listening systems, modification of living quarters, modifications to laboratory workstations, etc. Bathrooms, which are integral to efficiency suites, are catalogued here.
AC4B	GENERAL	OTHER	All accessibility issues not catalogued elsewhere.
SYSTEM DESCRIPTION: ELECTRICAL			
EL1A	INCOMING SERVICE	TRANSFORMER	Main building service transformer.
EL1B	INCOMING SERVICE	DISCONNECTS	Main building disconnect and switchgear.
EL1C	INCOMING SERVICE	FEEDERS	Incoming service feeders. Complete incoming service upgrades, including transformers, feeders, and main distribution panels are catalogued here.
EL1D	INCOMING SERVICE	METERING	Installation of meters to record consumption and/or demand.
EL2A	MAIN DISTRIBUTION PANELS	CONDITION UPGRADE	Main distribution upgrade due to deficiencies in condition.
EL2B	MAIN DISTRIBUTION PANELS	CAPACITY UPGRADE	Main distribution upgrades due to inadequate capacity.
EL3A	SECONDARY DISTRIBUTION	STEP DOWN TRANSFORMERS	Secondary distribution stepdown and isolation transformers.
EL3B	SECONDARY DISTRIBUTION	DISTRIBUTION NETWORK	Includes conduit, conductors, sub-distribution panels, switches, outlets, etc. Complete interior rewiring of a facility is catalogued here.
EL3C	SECONDARY DISTRIBUTION	MOTOR CONTROLLERS	Mechanical equipment motor starters and control centers.
EL4A	DEVICES AND FIXTURES	EXTERIOR LIGHTING	Exterior building lighting fixtures including supply conductors and conduit.
EL4B	DEVICES AND FIXTURES	INTERIOR LIGHTING	Interior lighting fixtures (also system wide emergency lighting) including supply conductors and conduits.

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 Facility Condition Analysis
 Section One

CATEGORY CODE REPORT			
CODE	COMPONENT DESCRIPTION	ELEMENT DESCRIPTION	DEFINITION
EL4C	DEVICES AND FIXTURES	LIGHTING CONTROLLERS	Motion sensors, photocell controllers, lighting contactors, etc.
EL4D	DEVICES AND FIXTURES	GFCI PROTECTION	Ground fault protection including GFCI receptacles and breakers.
EL4E	DEVICES AND FIXTURES	LIGHTNING PROTECTION	Lightning arrestation systems including air terminals and grounding conductors.
EL5A	EMERGENCY POWER SYSTEM	GENERATION/ DISTRIBUTION	Includes generators, central battery banks, transfer switches, emergency power grid, etc.
EL6A	SYSTEMS	UPS/DC POWER SUPPLY	Uninterruptible power supply systems and DC motor-generator sets and distribution systems.
EL7A	INFRASTRUCTURE	ABOVE GROUND TRANSMISSION	Includes poles, towers, conductors, insulators, fuses, disconnects, etc.
EL7B	INFRASTRUCTURE	UNDERGROUND TRANSMISSION	Includes direct buried feeders, ductbanks, conduit, manholes, feeders, switches, disconnects, etc.
EL7C	INFRASTRUCTURE	SUBSTATIONS	Includes incoming feeders, breakers, buses, switchgear, meters, CTs, PTs, battery systems, capacitor banks, and all associated auxiliary equipment.
EL7D	INFRASTRUCTURE	DISTRIBUTION SWITCHGEAR	Stand-alone sectionalizing switches, distribution switchboards, etc.
EL7F	INFRASTRUCTURE	AREA AND STREET LIGHTING	Area and street lighting systems including stanchions, fixtures, feeders, etc.
EL8A	GENERAL	OTHER	Electrical system components not catalogued elsewhere.
SYSTEM DESCRIPTION: EXTERIOR			
ES1A	FOUNDATION/FOOTING	STRUCTURE	Structural foundation improvements involving structural work on foundation wall/footing, piers, caissons, piles including crack repairs, shoring & pointing
ES1B	FOUNDATION/FOOTING	DAMPPROOFING/ DEWATERING	Foundation/footing waterproofing work including, damp proofing, dewatering, insulation, etc.
ES2A	COLUMNS/BEAMS/ WALLS	STRUCTURE	Structural work to primary load-bearing structural components aside from floors including columns, beams, bearing walls, lintels, arches, etc.
ES2B	COLUMNS/BEAMS/ WALLS	FINISH	Work involving restoration of the appearance and weatherproof integrity of exterior wall/structural envelope components including masonry/pointing, expansion joints, efflorescence & stain removal, grouting, surfacing, chimney repairs, etc.
ES3A	FLOOR	STRUCTURE	Work concerning the structural integrity of the load supporting floors both exposed and unexposed including deformation, delamination, spalling, shoring, crack repair, etc.
ES4A	ROOF	REPAIR	Work on waterproof horizontal finish (roof) involving repair and/or limited replacement (<40% total) including membrane patching, flashing repair, coping caulk/resetting, PPT wall parging/coating, walkpad installation, skylight and roof hatch R&R, etc.
ES4B	ROOF	REPLACEMENT	Work involving total refurbishment of roofing system including related component rehab.
ES5A	FENESTRATIONS	DOORS	Work on exterior exit/access door including storefronts, airlocks, air curtains, vinyl slat doors, all power/manual operating hardware (except handicapped), etc.
ES5B	FENESTRATIONS	WINDOWS	Work on exterior fenestration closure & related components including glass/metal/wood curtain walls, fixed or operable window sashes, glazing, frames, sills, casings, stools, seats, coatings, treatments, screens, storm windows, etc.
ES6A	GENERAL	ATTACHED STRUCTURE	Work on attached exterior structure components not normally considered in above categories including porches, stoops, decks, monumental entrance stairs, cupolas, tower, etc.
ES6B	GENERAL	AREAWAYS	Work on attached grade level or below structural features including subterranean light wells, areaways, basement access stairs, etc.
ES6C	GENERAL	TRIM	Work on ornamental exterior (generally non-structural) elements including beltlines, quoins, porticos, soffits, cornices, moldings, trim, etc.

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CATEGORY CODE REPORT			
CODE	COMPONENT DESCRIPTION	ELEMENT DESCRIPTION	DEFINITION
ES6D	GENERAL	SUPERSTRUCTURE	Finish and structural work on non-standard structures with exposed load-bearing elements such as stadiums, bag houses, bleachers, freestanding towers, etc.
ES6E	GENERAL	OTHER	Any exterior work not specifically categorized elsewhere including finish and structural work on freestanding boiler stacks.
SYSTEM DESCRIPTION: FIRE / LIFE SAFETY			
FS1A	LIGHTING	EGRESS LIGHTING/EXIT SIGNAGE	R & R work on exit signage and packaged AC/DC emergency lighting.
FS2A	DETECTION/ALARM	GENERAL	Repair or replacement of fire alarm/detection system/components including alarms, pull boxes, smoke/heat detectors, annunciator panels, central fire control stations, remote dialers, fire station communications, etc.
FS3A	SUPPRESSION	SPRINKLERS	Repair or installation of water sprinklers type automatic fire suppressions including wet pipe & dry pipe systems, heads, piping, deflectors, valves, monitors, associated fire pump, etc.
FS3B	SUPPRESSION	STANDPIPE/HOSE	Repair or installation of standpipe system or components including hardware, hoses, cabinets, nozzles, necessary fire pumping system, etc.
FS3C	SUPPRESSION	EXTINGUISHERS	Repairs or upgrades to F.E. cabinets/wall fastenings and handheld extinguisher testing/replacement.
FS3D	SUPPRESSION	OTHER	Other fire suppression items not specifically categorized elsewhere including fire blankets, carbon dioxide automatic systems, Halon systems, dry chemical systems, etc.
FS4A	HAZARDOUS MATERIALS	STORAGE ENVIRONMENT	Installation or repair of special storage environment for the safe holding of flammable or otherwise dangerous materials/supplies including vented flammables storage cabinets, holding pens/rooms, cages, fire safe chemical storage rooms, etc.
FS4B	HAZARDOUS MATERIALS	USER SAFETY	Improvements, repairs, installation, or testing of user safety equipment including emergency eyewashes, safety showers, emergency panic/shut-down system, etc.
FS5A	EGRESS PATH	DESIGNATION	Installation, relocation or repair of posted diagrammatic emergency evacuation routes.
FS5B	EGRESS PATH	DISTANCE/GEOMETRY	Work involving remediation of egress routing problems including elimination of dead end corridors, excessive egress distance modifications and egress routing inadequacies.
FS5C	EGRESS PATH	SEPARATION RATING	Restoration of required fire protective barriers including wall rating compromises, fire rated construction, structural fire proofing, wind/safety glazing, transom retrofitting, etc.
FS5D	EGRESS PATH	OBSTRUCTION	Clearance of items restricting the required egress routes.
FS5E	EGRESS PATH	STAIRS RAILING	Retrofit of stair/landing configurations/structure, railing heights/geometries, etc.
FS5F	EGRESS PATH	FIRE DOORS/HARDWARE	Installation/replacement/repair of fire doors and hardware including labeled fire doors, fire shutters, closers, magnetic holders, panic hardware, etc.
FS5G	EGRESS PATH	FINISH/FURNITURE RATINGS	Remediation of improper fire/smoke ratings of finishes and furniture along egress routes.
FS6A	GENERAL	OTHER	Life/fire safety items not specifically categorized elsewhere.
SYSTEM DESCRIPTION: HEALTH			
HE1A	ENVIRONMENTAL CONTROL	EQUIPMENT AND ENCLOSURES	Temperature control chambers (both hot and cold) for non-food storage. Includes both chamber and all associated mechanical equipment.
HE1B	ENVIRONMENTAL CONTROL	OTHER	General environmental control problems not catalogued elsewhere.
HE2A	PEST CONTROL	GENERAL	Includes all measures necessary to control and destroy insects, rodents and other pests.
HE3A	REFUSE	GENERAL	Issues related to the collection, handling and disposal of refuse.
HE4A	SANITATION EQUIPMENT	LABORATORY AND PROCESS	Includes autoclaves, cage washers, steam cleaners, etc.
HE5A	FOOD SERVICE	KITCHEN EQUIPMENT	Includes ranges, grilles, cookers, sculleries, etc.

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 Facility Condition Analysis
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CATEGORY CODE REPORT			
CODE	COMPONENT DESCRIPTION	ELEMENT DESCRIPTION	DEFINITION
HE5B	FOOD SERVICE	COLD STORAGE	Includes the cold storage room and all associated refrigeration equipment.
HE6A	HAZARDOUS MATERIAL	STRUCTURAL ASBESTOS	Testing, abatement and disposal of structural and building finish materials containing asbestos.
HE6B	HAZARDOUS MATERIAL	MECHANICAL ASBESTOS	Testing, abatement and disposal of mechanical insulation materials containing asbestos.
HE6C	HAZARDOUS MATERIAL	PCBs	Includes testing, demolition, disposal and cleanup of PCB contaminated substances.
HE6D	HAZARDOUS MATERIAL	FUEL STORAGE	Includes monitoring, removal and replacement of above and below ground fuel storage and distribution systems. Also includes testing and disposal of contaminated soils.
HE6E	HAZARDOUS MATERIAL	LEAD PAINT	Testing, removal and disposal of lead-based paint systems.
HE6F	HAZARDOUS MATERIAL	OTHER	Handling, storage, and disposal of other hazardous materials.
HE7A	GENERAL	OTHER	Health related issues not catalogued elsewhere.
SYSTEM DESCRIPTION: HVAC			
HV1A	HEATING	BOILERS/STACKS/ CONTROLS	Boilers for heating purposes including their related stacks, flues, and controls.
HV1B	HEATING	RADIATORS/ CONVECTORS	Including cast iron radiators, fin tube radiators, baseboard radiators, etc.
HV1C	HEATING	FURNACE	Furnaces and their related controls, flues, etc.
HV1D	HEATING	FUEL SUPPLY/STORAGE	Storage and/or distribution of fuel for heating purposes, including tanks and piping networks and related leak detection/monitoring.
HV2A	COOLING	CHILLERS/ CONTROLS	Chiller units for production of chilled water for cooling purposes, related controls (not including mods for CFC compliance).
HV2B	COOLING	HEAT REJECTION	Repair/replacement of cooling towers, dry coolers, air-cooling and heat rejection. (Includes connection of once-through system to cooling tower.)
HV3A	HEATING/COOLING	SYSTEM RETROFIT/ REPLACE	Replacement or major retrofit of HVAC systems.
HV3B	HEATING/COOLING	WATER TREATMENT	Treatment of hot water, chilled water, steam, condenser water, etc.
HV3C	HEATING/COOLING	PACKAGE/SELF-CONTAINED UNITS	Repair/replacement of self-contained/package type units including stand up units, rooftop units, window units, etc; both air conditioners and heat pumps.
HV3D	HEATING/COOLING	CONVENTIONAL SPLIT SYSTEMS	Repair, installation, or replacement of conventional split systems; both air conditioners and heat pumps including independent component replacements of compressors and condensers.
HV4A	AIR MOVING/ VENTILATION	AIR HANDLERS/ FAN UNITS	Includes air handlers & coils, fan coil units, unit ventilators, filtration upgrades, etc., not including package/self-contained units, split systems or other specifically categorized systems.
HV4B	AIR MOVING/ VENTILATION	EXHAUST FANS	Exhaust fan systems including fans, range and fume hoods, controls, and related ductwork.
HV4C	AIR MOVING/ VENTILATION	OTHER FANS	Supply, return, or any other fans not incorporated into a component categorized elsewhere.
HV4D	AIR MOVING/ VENTILATION	AIR DISTRIBUTION NETWORK	Repair, replacement, or cleaning of air distribution network including ductwork, terminal reheat/cool, VAV units, induction units, power induction units, insulation, dampers, linkages, etc.
HV5A	STEAM/HYDRONIC DISTRIBUTION	PIPING NETWORK	Repair/replacement of piping networks for heating and cooling systems including pipe, fittings, insulation, related components, etc.
HV5B	STEAM/HYDRONIC DISTRIBUTION	PUMPS	Repair or replacement of pumps used in heating and cooling systems, related control components, etc.

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CATEGORY CODE REPORT			
CODE	COMPONENT DESCRIPTION	ELEMENT DESCRIPTION	DEFINITION
HV5C	STEAM/HYDRONIC DISTRIBUTION	HEAT EXCHANGERS	Including shell and tube heat exchangers and plate heat exchangers for heating and cooling.
HV6A	CONTROLS	COMPLETE SYSTEM UPGRADE	Replacement of HVAC control systems.
HV6B	CONTROLS	MODIFICATIONS/ REPAIRS	Repair or modification of HVAC control system.
HV6C	CONTROLS	AIR COMPRESSORS/ DRYERS	Repair or modification of control air compressors and dryers.
HV7A	INFRASTRUCTURE	STEAM/HOT WATER GENERATION	Generation of central steam and/or hot water including boilers and related components.
HV7B	INFRASTRUCTURE	STEAM/HOT WATER DISTRIBUTION	Distribution system for central hot water and/or steam.
HV7C	INFRASTRUCTURE	CHILLED WATER GENERATION	Generation of central chilled water including chillers and related components.
HV7D	INFRASTRUCTURE	CHILLED WATER DISTRIBUTION	Distribution system for central chilled water.
HV7E	INFRASTRUCTURE	TUNNELS/ MANHOLES/ TRENCHES	Repairs, installation, replacement of utility system access chambers.
HV7F	INFRASTRUCTURE	OTHER	HVAC infrastructure issues not specifically categorized elsewhere.
HV8A	GENERAL	CFC COMPLIANCE	Chiller conversions/replacements for CFC regulatory compliance, monitoring, etc.
HV8B	GENERAL	OTHER	HVAC issues not catalogued elsewhere.
SYSTEM DESCRIPTION: INTERIOR / FINISH SYSTEMS			
IS1A	FLOOR	FINISHES-DRY	R & R of carpet, hardwood strip flooring, concrete coating, vinyl linoleum & tile, marble, terrazzo, rubber flooring, underlayment in predominantly dry areas ("dry" includes non-commercial kitchens)
IS1B	FLOOR	FINISHES-WET	Flooring finish/underlayment work in predominantly "wet" areas including work with linoleum, rubber, terrazzo, concrete coating, quarry tile, ceramic tile, epoxy aggregate, etc.
IS2A	PARTITIONS	STRUCTURE	Structural work on full height permanent interior partitions including wood/metal stud & drywall systems, CMU systems, structural brick, tile, glass block, etc.
IS2B	PARTITIONS	FINISHES	Work on full height permanent interior partitions including R & R to gypsum board, plaster, lath, wood paneling, acoustical panels, wall coverings, column coverings, tile, paint, etc.
IS3A	CEILINGS	REPAIR	Repair of interior ceilings (<40% of total) including tiles, gypsum board, plaster, paint, etc.
IS3B	CEILINGS	REPLACEMENT	Major refurbishments (>40% of total) to interior ceiling systems including grid system replacements, structural framing, new suspended systems, paint, plastering, etc.
IS4A	DOORS	GENERAL	Any work on interior non-fire rated doors, roll-up counter doors, mechanical/plumbing access doors, and all door hardware (except for reasons of access improvement).
IS5A	STAIRS	FINISH	Any finish restorative work to stair tower walking surfaces including replacement of rubber treads, safety grips, nosings, etc. (except as required to accommodate disabled persons).
IS6A	GENERAL	MOLDING	R & R to interior trim/molding systems including rubber/vinyl/wood base, crown/chair/ornamental moldings, cased openings, etc.
IS6B	GENERAL	CABINETRY	R & R work to interior casework systems including cabinets, countertops, wardrobes, lockers, mail boxes, built-in bookcases, lab/work benches, reagent shelving, etc. (except as required for access by the disabled).
IS6C	GENERAL	SCREENING	Work on temporary or partial height partitioning systems including toilet partitions, urinal/vanity screens, etc.

CITY OF IRVINE
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CATEGORY CODE REPORT			
CODE	COMPONENT DESCRIPTION	ELEMENT DESCRIPTION	DEFINITION
IS6D	GENERAL	OTHER	Any work on interior elements not logically or specifically categorized elsewhere including light covers, phone booths, interior light wells, etc.
SYSTEM DESCRIPTION: PLUMBING			
PL1A	DOMESTIC WATER	PIPING NETWORK	Repair or replacement of domestic water supply piping network, insulation, hangers, etc.
PL1B	DOMESTIC WATER	PUMPS	Domestic water booster pumps, circulating pumps, related controls, etc.
PL1C	DOMESTIC WATER	STORAGE/ TREATMENT	Equipment or vessels for storage or treatment of domestic water.
PL1D	DOMESTIC WATER	METERING	Installation, repair, or replacement of water meters.
PL1E	DOMESTIC WATER	HEATING	Domestic water heaters including gas, oil, and electric water heaters, shell and tube heat exchangers, tank type and instantaneous.
PL1F	DOMESTIC WATER	COOLING	Central systems for cooling and distributing drinking water.
PL1G	DOMESTIC WATER	FIXTURES	Plumbing fixtures including sinks, drinking fountains, water closets, urinals, etc.
PL1H	DOMESTIC WATER	CONSERVATION	Alternations made to the water distribution system to conserve water.
PL1I	DOMESTIC WATER	BACKFLOW PROTECTION	Backflow protection devices including backflow preventers, vacuum breakers, etc.
PL2A	WASTEWATER	PIPING NETWORK	Repair or replacement of building wastewater piping network.
PL2B	WASTEWATER	PUMPS	Pump systems used to lift wastewater including sewage ejectors and other sump systems.
PL3A	SPECIAL SYSTEMS	PROCESS GAS/FLUIDS	Generation and/or distribution of process steam, compressed air, natural and LP gas, process water, vacuum, etc.
PL4A	INFRASTRUCTURE	POTABLE WATER STORAGE/ TREATMENT	Storage and treatment of potable water for distribution.
PL4B	INFRASTRUCTURE	INDUSTRIAL WATER DISTRIBUTION/ TREATMENT	Storage and treatment of industrial water for distribution.
PL4C	INFRASTRUCTURE	SANITARY WATER COLLECTION	Sanitary water collection systems, sanitary sewer systems; including combined systems.
PL4D	INFRASTRUCTURE	STORM WATER COLLECTION	Storm water collection systems, storm sewer systems; storm water only.
PL4E	INFRASTRUCTURE	POTABLE WATER DISTRIBUTION	Potable water distribution network.
PL4F	INFRASTRUCTURE	WASTEWATER TREATMENT	Wastewater treatment plants, associated equipment, etc.
PL5A	GENERAL	OTHER	Plumbing issues not categorized elsewhere.
SYSTEM DESCRIPTION: SITE			
SI1A	ACCESS	PEDESTRIAN	Paved pedestrian surfaces including walks, site stairs, step ramps, paths, pedestrian signage, sidewalk bridges/canopies, pedestrian plaza/mall areas, etc.
SI1B	ACCESS	VEHICULAR	Paved vehicular surfaces including roads, paths, curbs, guards, bollards, bridges, skyways, joints, shoulder work, culverts, ditches, vehicular signage, etc.
SI2A	LANDSCAPE	GRADE/FLORA	Landscape related work including new grass/turf refurbishment, grade improvements, catch basins, swales, berms, pruning, new ornamental flora, etc.
SI3A	HARDSCAPE	STRUCTURE	Permanent hard site features, predominantly ornamental, including terraces, fences, statues, freestanding signage, fountains, benches, etc.

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CATEGORY CODE REPORT			
CODE	COMPONENT DESCRIPTION	ELEMENT DESCRIPTION	DEFINITION
SI4A	GENERAL	OTHER	Other site work not specifically categorized elsewhere.
SYSTEM DESCRIPTION: SECURITY SYSTEMS			
SS1A	LIGHTING	EXTERIOR	Fixtures, stanchions, foliage interference, cleanliness, locations, etc.
SS2A	SITE	FENCING	Perimeter campus fencing, individual building fencing, includes both pedestrian and vehicular control fences.
SS2B	SITE	GENERAL	Hidden areas due to foliage, fencing, parking, walls, etc.
SS3A	COMMUNICATIONS	EMERGENCY PHONES	Access, locations, visibility, function, reliability, etc.
SS4A	ACCESS CONTROL	DOORS	Access, locks, keys, two way speakers, reliability, redundancy, etc.
SS4B	ACCESS CONTROL	WINDOWS	Locks, screens, access, reliability, etc.
SS4C	ACCESS CONTROL	SYSTEMS	Card key, proximity devices, data control, data use, reliability, system design, etc.
SS5A	MONITORING	SYSTEMS	Cameras, audio communication, monitoring stations, locations, system design, etc.
SS6A	CIRCULATION	PEDESTRIAN	On campus as well as to and from off campus housing and class locations, etc.
SS6B	CIRCULATION	VEHICULAR	Guard gates, access, systems, data control and use, identification, etc.
SS7A	GENERAL	OTHER	General information/projects pertaining to security issues.
SYSTEM DESCRIPTION: VERTICAL TRANSPORTATION			
VT1A	MACHINE ROOM	GENERAL	Machine, worm gear, thrust bearing, brake, motors, sheaves, generator, controller, selector, governor, pump(s), valves, oil, access, lighting, ventilation, floor.
VT2A	CAR	GENERAL	Position indicator, lighting, floor, gate-doors, operation devices, safeties, safety shoe, light ray/detection, emergency light, fire fighter service, car top, door operator, stop switch, car frame, car guides, sheaves, phone, ventilation.
VT3A	HOISTWAY	GENERAL	Enclosure, fascia, interlock, doors, hangers, closers, sheaves, rails, hoistway switches, ropes, traveling cables, selector tape, weights, compensation.
VT4A	HALL FIXTURES	GENERAL	Operating panel, position indicator, hall buttons, lobby panel, hall lanterns, fire fighter service, audible signals, card/key access.
VT5A	PIT	GENERAL	Buffer(s), guards, sheaves, hydro packing, floor, lighting, safety controls.
VT6A	OPERATING CONDITIONS	GENERAL	Door open time, door close time, door thrust, acceleration, deceleration, leveling, dwell time, speed, OFR time, nudging.
VT7A	GENERAL	OTHER	General information/projects relating to vertical transportation system components.



09/07/2018

BOMMER CANYON CATTLE CAMP REHABILITATION
CITY OF IRVINE, CALIFORNIA

BUILDINGS AND STRUCTURES

- 1 BOMMER CANYON WATER TOWER
- 2 BOMMER CANYON ENTRY PORTAL
- 3 CATTLE CAMP MAIN PEDESTRAIN GATE, MURAL & GARDEN PERGOLA
- ENTRANCE PLAZA
- 4 STAGE WITH GREENROOM & RESTROOM
- "NATINA" COLORED CONCRETE STAGE FLOOR/OUTDOOR CLASSROOM
- PICNIC TABLES/OUTDOOR CLASSROOM
- 5 KITCHEN / FOOD SERVICE
- WOOD DECK
- 6 DRINK PAVILION
- WOOD DECK
- 7 RESTROOMS
- WOOD DECK
- 8 PICNIC SHADE STRUCTURE ON CONCRETE PAD W/2 PICNIC TABLES EACH
- 9 TRASH ENCLOSURE WITH "NATINA" CONCRETE PAD / SERVICE YARD
- 10 STORAGE BUILDING

TRAILS

- ▲ STABILIZED DECOMPOSED GRANITE
- ▲ RELOCATED MONUMENTS
- ▲ RANCH ARTIFACTS / IMPLEMENTS FOR INTERPRETIVE PROGRAM
- ▲ INTERPRETIVE / EDUCATION SIGNS

PARKING AND CIRCULATION

- ① GRAVEL RECONFIGURED ONE-WAY DRIVE - 15' WIDE
- ② GRAVEL TURNAROUND (ONE-WAY)
- ③ GRAVEL LOADING & UNLOADING ZONE
- ④ CONCRETE ACCESSIBLE PARKING
- ⑤ GRAVEL SERVICE DRIVE

AMENITIES / FEATURES

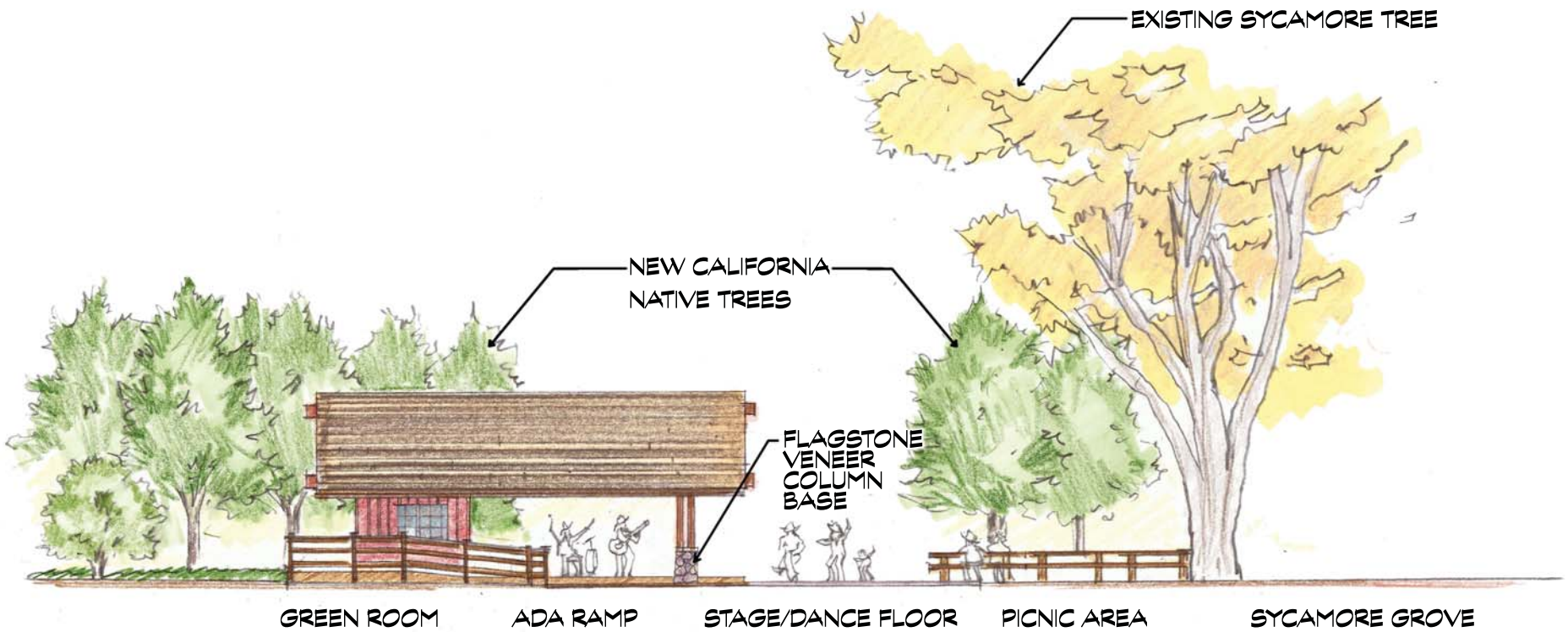
- ① CEREMONY AREA FOR OUTDOOR WEDDINGS
- ② PROGRAM AREA
- YOGA
- TAI CHI
- ③ PROGRAM AREA
- CAMPING
- STAR GAZING
- ④ FIRE RING
- ⑤ HORSE SHOES
- ⑥ THEME INTERPRETIVE PLAY
- ⑦ DRINKING FOUNTAIN
- ⑧ WOOD & CABLE FENCE
- ⑨ VEHICULAR ACCESS GATE
- ⑩ PEDESTRIAN ACCESS GATE
- ⑪ MAINTENANCE ACCESS GATE
- ⑫ WASTE AND RECYCLE RECEPTACLES - TYP.
- ⑬ PEDESTRIAN LIGHT BOLLARD -TYP.
- ⑭ PEDESTRIAN POST TOP LIGHT -TYP.
- ⑮ VEHICULAR LIGHTING -TYP.





 09/07/2018


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09/07/2018



STAGE / SYCAMORE GROVE SECTION
BOMMER CANYON COMMUNITY PARK REHABILITATION
 CITY OF IRVINE, CALIFORNIA

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KITCHEN BUILDING

DRINK PAVILION & OUTDOOR DECK

SYCAMORE GROVE



09/07/2018



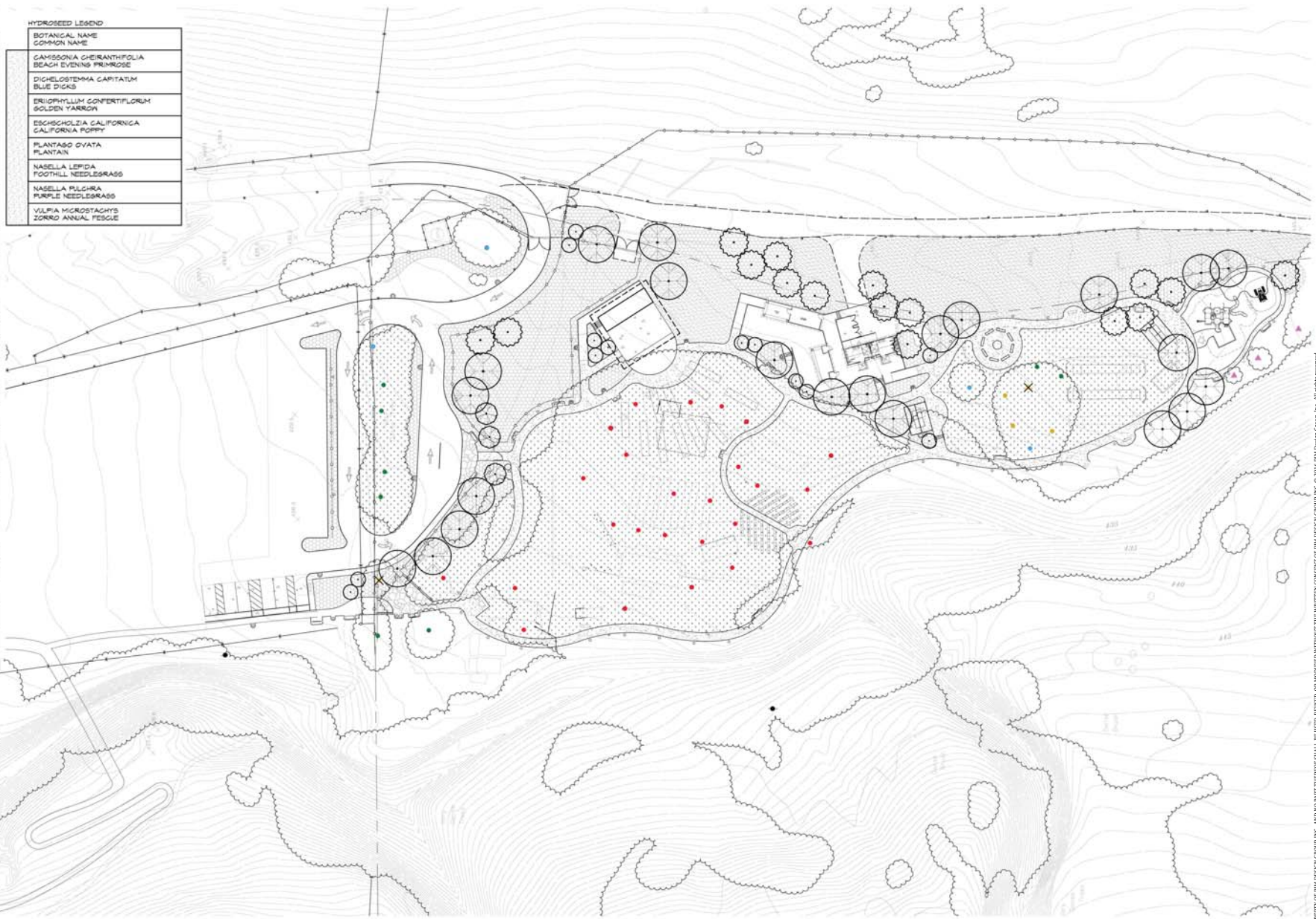
KITCHEN / DRINK PAVILION SYCAMORE GROVE SECTION
BOMMER CANYON COMMUNITY PARK REHABILITATION
CITY OF IRVINE, CALIFORNIA

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TREE LEGEND	
BOTANICAL NAME	COMMON NAME
T-1	ARBUTUS MENZIESII MADROÑE
T-2	QUERCUS OCCIDENTALIS WESTERN REDBUD
T-3	PLATANUS RACEMOSA CALIFORNIA SYCAMORE
T-4	QUERCUS AGRIFOLIA COAST LIVE OAK
EX-1	EXISTING CALIFORNIA SYCAMORE (PROTECT-IN-PLACE)
EX-2	EXISTING PINE (PROTECT-IN-PLACE)
EX-3	EXISTING BLUE ELDERBERRY (PROTECT-IN-PLACE)
EX-4	EXISTING BRISBANE BOX/CARROTTWOOD (REMOVE)
EX-5	EXISTING PELLOW (PROTECT-IN-PLACE)
EX-6	EXISTING COTTONWOOD (PROTECT-IN-PLACE)

HYDROSEED LEGEND	
BOTANICAL NAME	COMMON NAME
CAMISSONIA CHERANTHIFOLIA	BEACH EVENING PRIMROSE
DICHELSTEMMA CARITATUM	BLUE DICKS
ERIOPHYLLUM CONFERTIFLORUM	GOLDEN YARROW
ESCHSCHOLZIA CALIFORNICA	CALIFORNIA POPPY
PLANTAGO OVATA	PLANTAIN
NASELLA LEPIDA	FOOTHILL NEEDLEGRASS
NASELLA PULCHRA	PURPLE NEEDLEGRASS
VILFA MICROSTACHYS	ZORRO ANNUAL FESCUE

SHRUB / GROUNDCOVER LEGEND	
BOTANICAL NAME	COMMON NAME
BACCHARIS PILLULARIS	PISSON POINT COYOTE BUSH (ROUND LEAF)
CEANOTHUS GLORIOSUS	POINT REYES
LOTUS SCOPARIUS	DEERWEED
RIBES SPECIOSUM	PUSHIA-FLOWERING GOOSEBERRY
HETEROMELES AREUTIFOLIA	TOYON
NASELLA PULCHRA	PURPLE NEEDLEGRASS
ACRISTOSTAPHYLOS (VA-URS)	BEARBERRY
CEANOTHUS GLORIOSUS	HEARTS DESIRE
OPUNTIA LITTORALIS	PRICKLY PEAR
SALVIA GREGGII	AUTUMN SAGE
WOOD MULCH (3" DEPTH)	



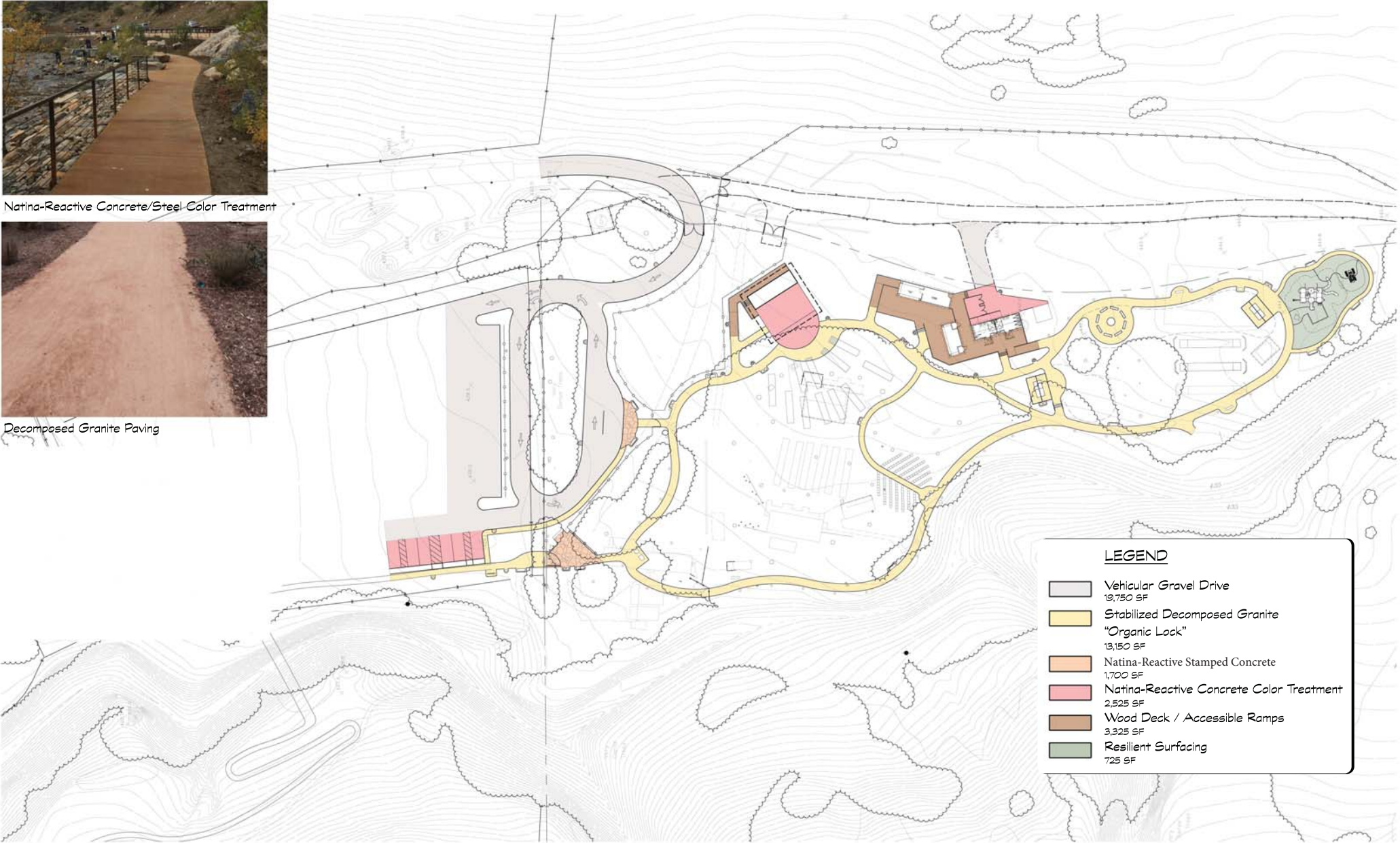
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Natina-Reactive Concrete/Steel Color Treatment



Decomposed Granite Paving



LEGEND	
	Vehicular Gravel Drive 19,750 SF
	Stabilized Decomposed Granite "Organic Lock" 13,150 SF
	Natina-Reactive Stamped Concrete 1,700 SF
	Natina-Reactive Concrete Color Treatment 2,525 SF
	Wood Deck / Accessible Ramps 3,325 SF
	Resilient Surfacing 725 SF

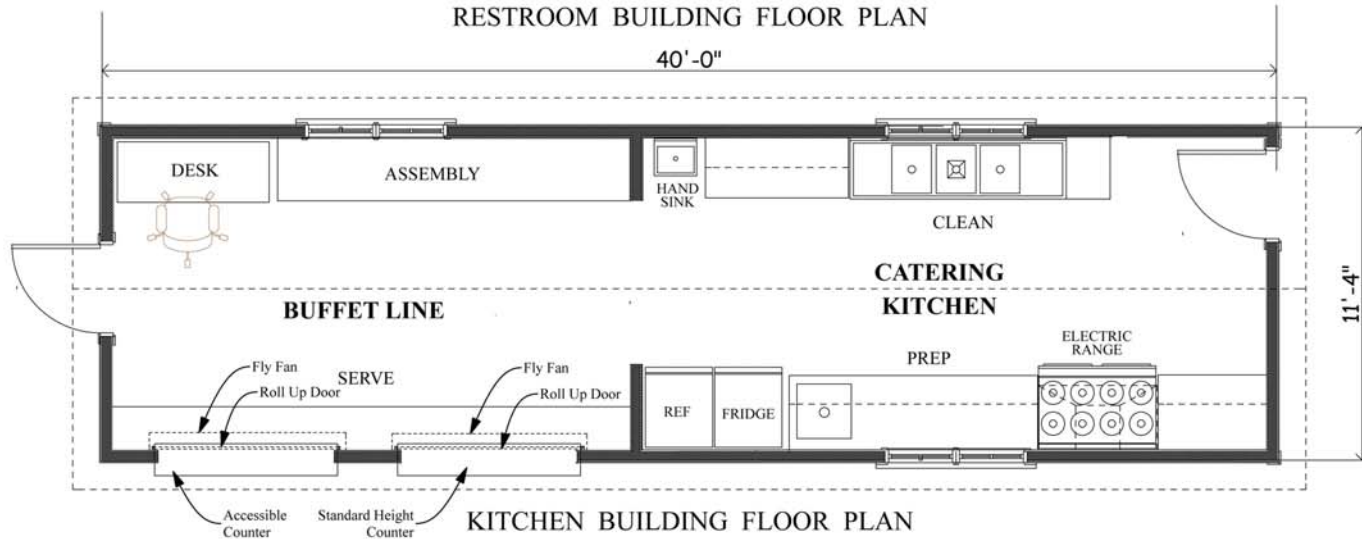
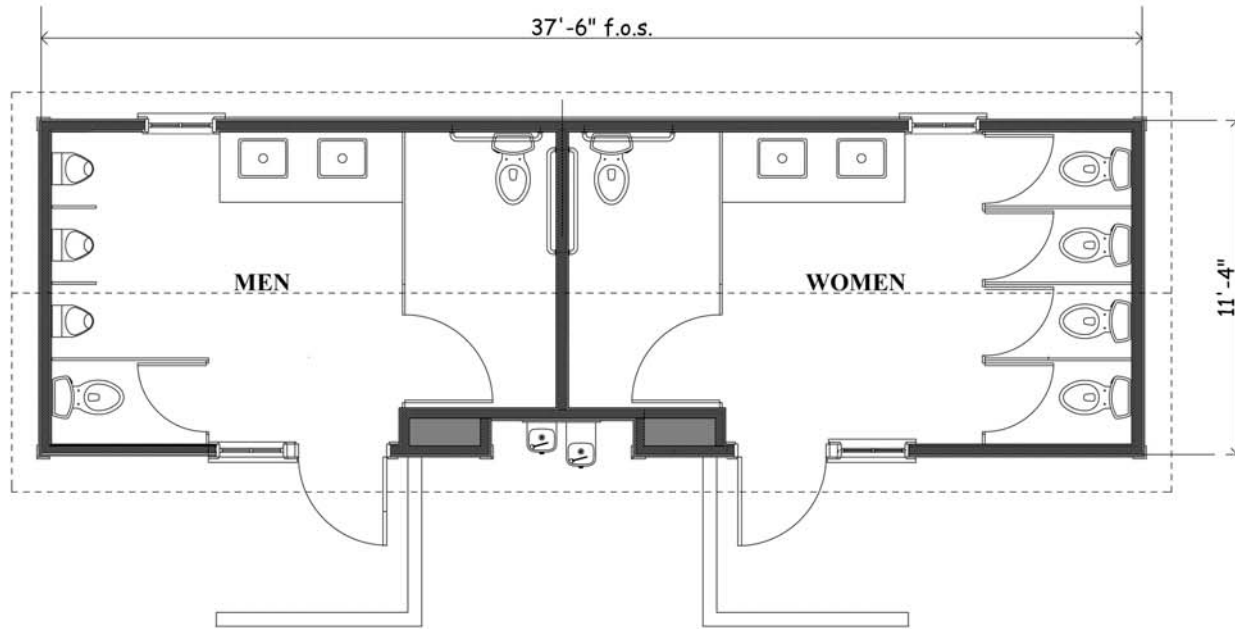
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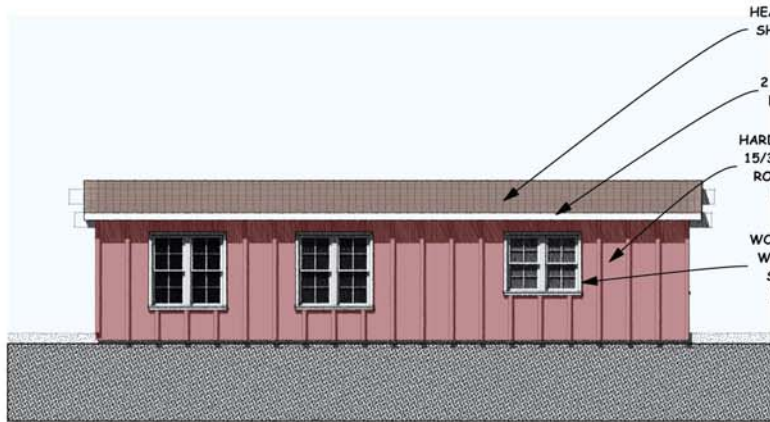


CHUCKWAGON

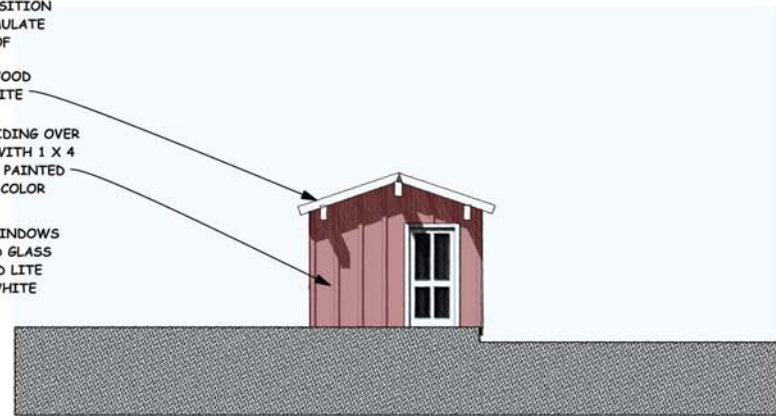
DRINK PAVILION

RESTROOMS



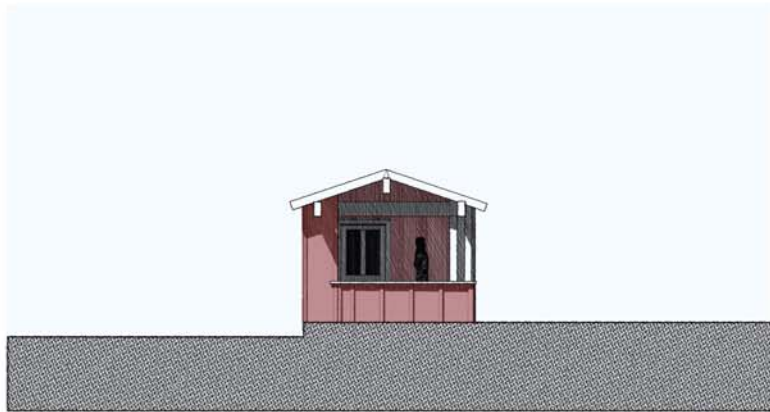


REAR ELEVATION

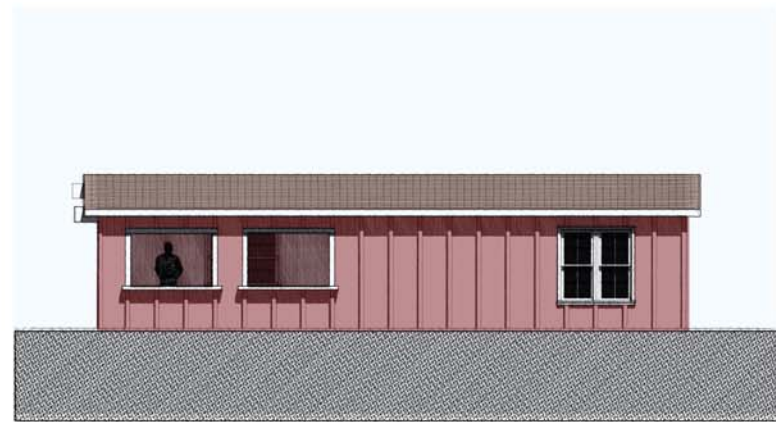


RIGHT SIDE ELEVATION

- HEAVY TEXTURE COMPOSITION SHINGLE ROOF TO SIMULATE WOOD SHAKE ROOF
- 2 X 8 ROUGH SAWN WOOD FASCIA PAINTED WHITE
- HARDY CEMENT BOARD SIDING OVER 15/32 OSB SHEATHING WITH 1 X 4 ROUGH SAWN BATTEN, PAINTED BARN RED - BROWN COLOR
- WOOD DOUBLE HUNG WINDOWS WITH 1/2" LAMINATED GLASS SET IN TRUE DIVIDED LITE MULLIONS, PAINT WHITE



LEFT SIDE ELEVATION



FRONT ELEVATION



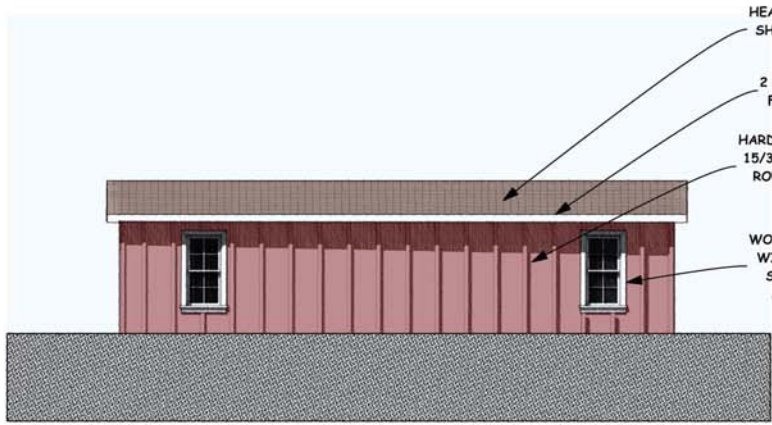
09/07/2018



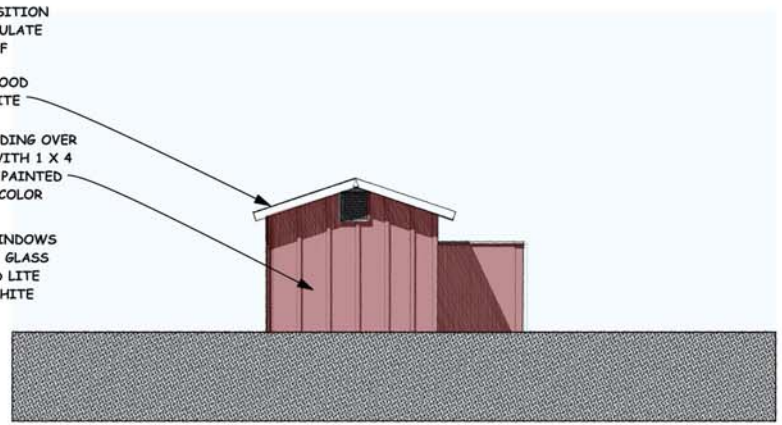
JAMES MICHARTZ ARCHITECT

KITCHEN EXTERIOR ELEVATIONS
 BOMMER CANYON COMMUNITY PARK REHABILITATION
 CITY OF IRVINE, CALIFORNIA

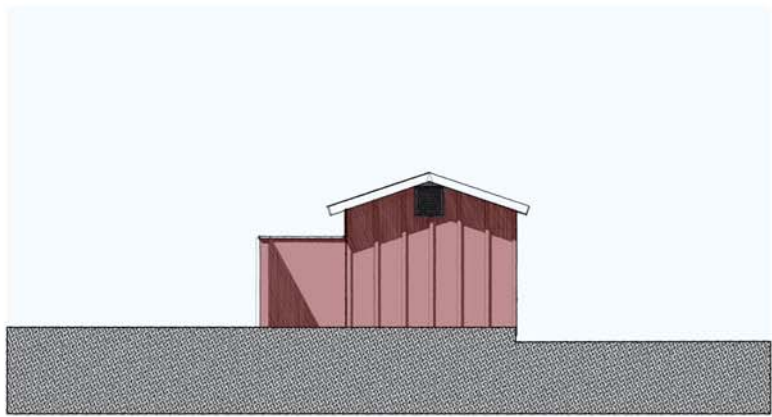
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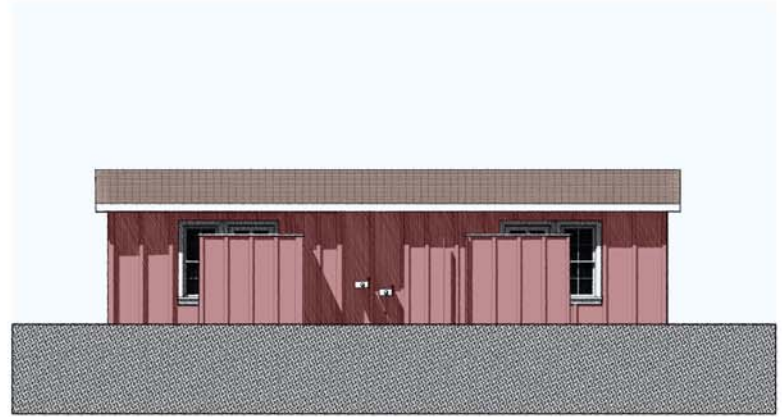
REAR ELEVATION



RIGHT SIDE ELEVATION



LEFT SIDE ELEVATION

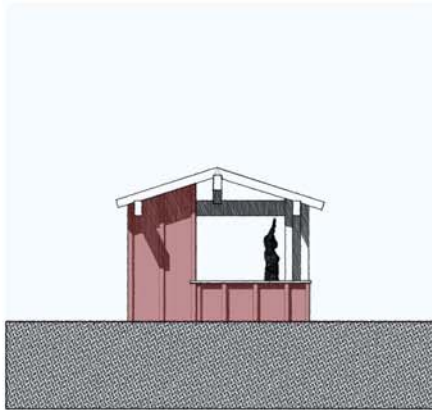
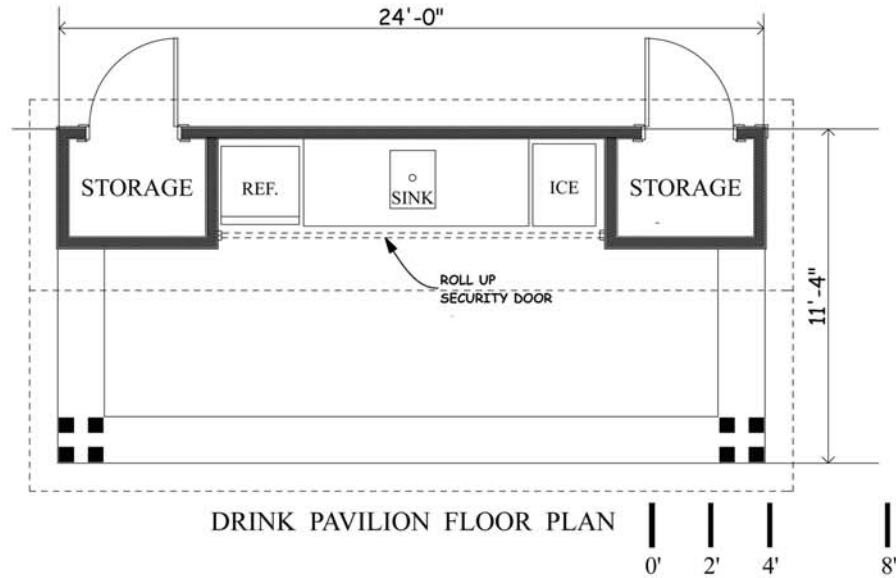


FRONT ELEVATION

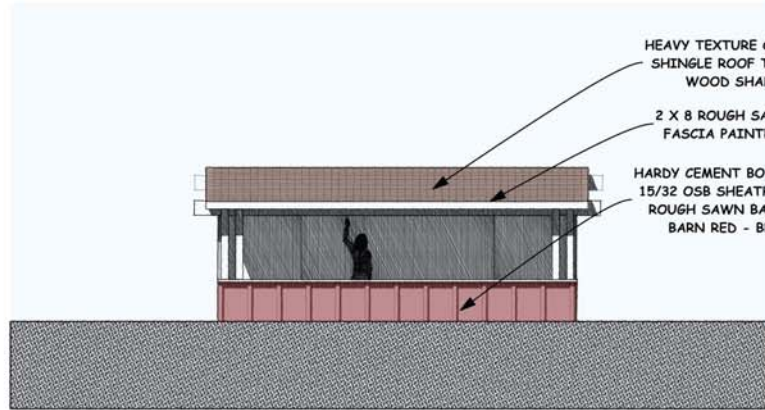
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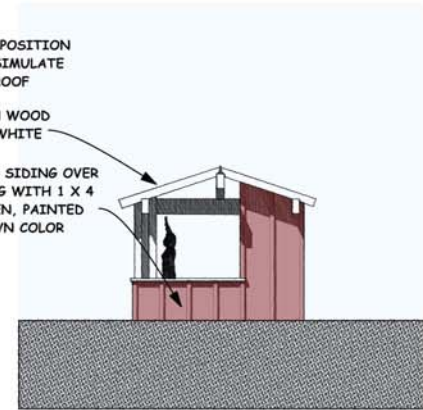
REAR ELEVATION



LEFT SIDE ELEVATION



FRONT ELEVATION



RIGHT SIDE ELEVATION

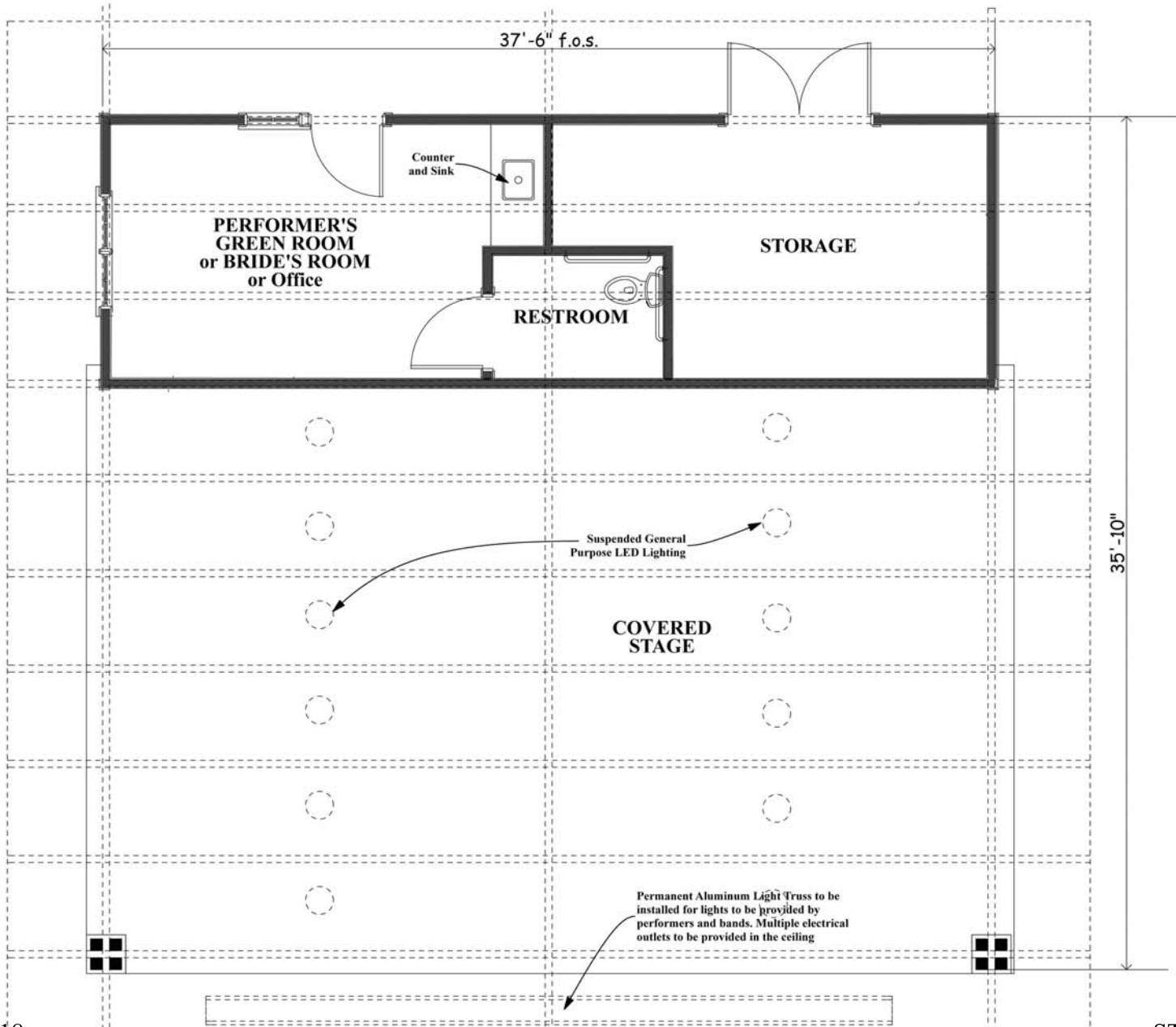


09/07/2018



DRINK PAVILION FLOOR PLAN AND ELEVATIONS
 BOMMER CANYON COMMUNITY PARK REHABILITATION
 CITY OF IRVINE, CALIFORNIA

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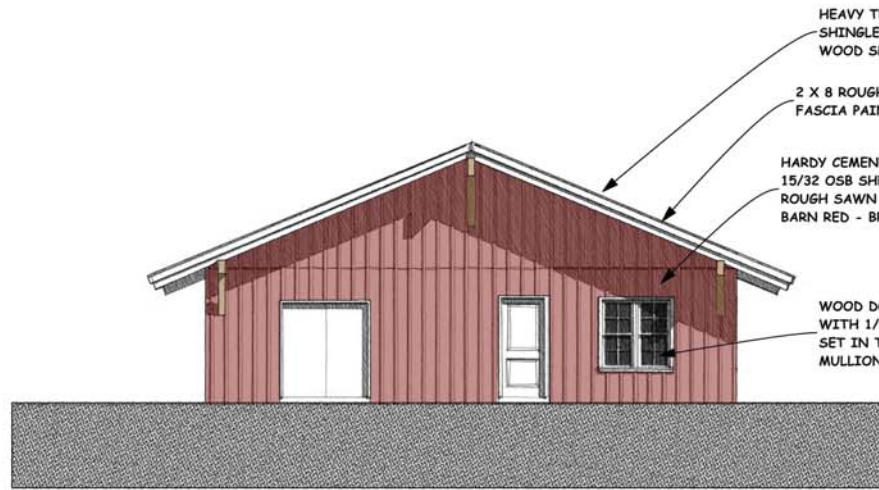


09/07/2018

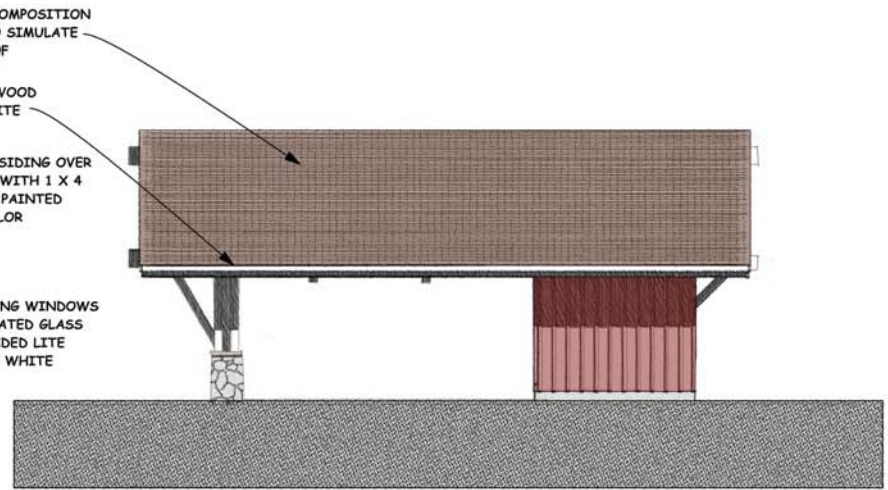


STAGE FLOOR PLAN
BOMMER CANYON COMMUNITY PARK REHABILITATION
 CITY OF IRVINE, CALIFORNIA

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REAR ELEVATION



RIGHT SIDE ELEVATION

HEAVY TEXTURE COMPOSITION SHINGLE ROOF TO SIMULATE WOOD SHAKE ROOF

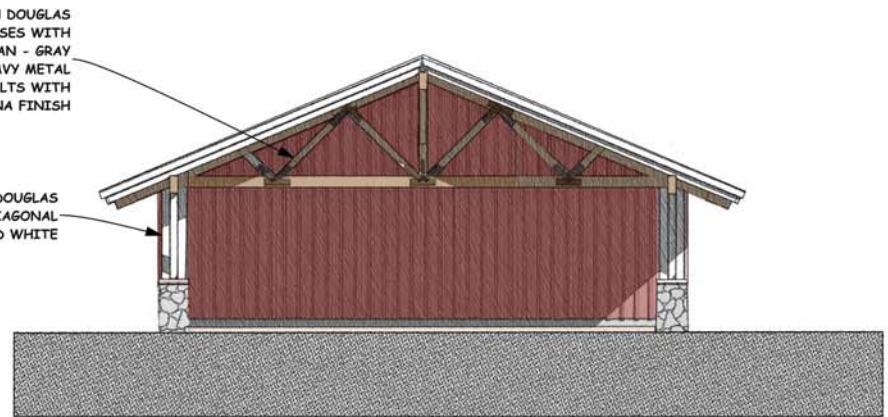
2 X 8 ROUGH SAWN WOOD FASCIA PAINTED WHITE

HARDY CEMENT BOARD SIDING OVER 15/32 OSB SHEATHING WITH 1 X 4 ROUGH SAWN BATTEN, PAINTED BARN RED - BROWN COLOR

WOOD DOUBLE HUNG WINDOWS WITH 1/2" LAMINATED GLASS SET IN TRUE DIVIDED LITE MULLIONS. PAINT WHITE



LEFT SIDE ELEVATION



FRONT ELEVATION

ROUGH SAWN DOUGLAS FIR WOOD TRUSSES WITH WEATHERED TAN - GRAY STAIN. USE HEAVY METAL BRACKETS AND BOLTS WITH DARK GRAY PATINA FINISH

6 X 6 ROUGH SAWN DOUGLAS FIR POSTS AND DIAGONAL KICKERS PAINTED WHITE



09/07/2018



JAMES MICHARTZ ARCHITECT

STAGE EXTERIOR ELEVATIONS
BOMMER CANYON COMMUNITY PARK REHABILITATION
 CITY OF IRVINE, CALIFORNIA

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09/07/2018

JAMES MICKARTZ
ARCHITECT

STAGE RENDING
BOMMER CANYON COMMUNITY PARK REHABILITATION
CITY OF IRVINE, CALIFORNIA

4.3

RECEIVED
CITY OF IRVINE
CITY CLERK'S OFFICE


2018 NOV -5 PM 4: 51

RECEIVED

NOV 05 2018

CITY OF IRVINE
CITY MANAGER'S OFFICE

Memo

To: John A. Russo, City Manager
From: Donald P. Wagner, Mayor 
Date: November 5, 2018
Re: **City of Irvine Matching Reward – Anti-Defamation League**

I am requesting the City Council consider approving a \$5,000 matching reward supporting the Anti-Defamation League's (ADL) reward for information leading to the arrest and conviction of the individual(s) responsible for vandalizing the Beth Jacob Congregation of Irvine.

On October 31, an anti-Semitic comment was spray painted along the exterior wall of the Beth Jacob Congregation. The Irvine Police Department is working closely with the leadership of Beth Jacob Congregation to aggressively investigate this hate crime.

In response to this hate crime, the City held a press conference with speakers from Beth Jacob Congregation, interfaith partners, and community members. During the press conference, the ADL announced a \$5,000 reward for information leading to the arrest and conviction of the individual(s) responsible for the anti-Semitic graffiti at the Beth Jacob Congregation. I would like the City of Irvine to bolster this reward and am requesting my Council colleagues support to provide the ADL with a \$5,000 match.

Anti-Semitic vandalism against one of Irvine's synagogues, along with reports of a recent incident at Irvine Valley College, are both enraging and unacceptable. We will continue to do everything in our power to condemn anti-Semitism and to protect Irvine's Jewish community and everyone of any race, religion, or ethnic background in this City.

Please include this request to support the ADL on the November 13, 2018 City Council agenda for approval and authorization for the City Manager to facilitate payment from City Council community sponsorship fund.

Attachment

cc: Irvine City Council
Mike Hamel, Director of Public Safety/Chief of Police
Molly McLaughlin, City Clerk

Contact: Peter Levi, plevi@adl.org

949-679-3737



**ADL Offers \$5000 Reward for Information in Anti-Semitic Graffiti Incident at
Beth Jacob Congregation of Irvine**

Irvine, November 2, 2018 ADL announced today it is offering a \$5000 reward for information leading to the arrest and conviction of those responsible for the anti-Semitic graffiti left at Beth Jacob Congregation of Irvine, CA earlier this week.

Based on camera footage, at approximately 1:18 AM on Wednesday, October 31, an individual wearing a hoodie, sunglasses and a surgical facemask jumped the fence at the pedestrian entrance to the synagogue on Michelson Drive. The individual proceeded towards the wall where the Beth Jacob Congregation sign is facing the street and began to spray-paint the hateful message. Afterwards, the suspect left the premises on a bicycle he apparently stole. The Irvine Police Department did a full sweep of the entire facility and nothing was found other than the graffiti.

"We hope this reward facilitates the quick apprehension of whomever is behind this hateful vandalism on a synagogue in Irvine," said Peter Levi, ADL Orange County/Long Beach Regional Director. "We commend the Irvine Police Department for investigating this hateful act. We cannot allow this despicable vandalism to go unchecked in our community or anywhere else. In the wake of the horrific murders at the Tree of Life synagogue just four days earlier when members of the Jewish community came to celebrate the Sabbath, a day of peace, this perpetrator wanted to send a hateful message that all Jews in their houses of worship are not safe. ADL will continue to work with law enforcement to ensure the safety of all."

In 2017, ADL recorded a 57% increase in anti-Semitic incidents nationwide, as well as a 27% increase in anti-Semitic incidents in California.

Anyone with information about the vandalism is encouraged to call the Irvine Police Department at 949-724-7000.

ADL is the world's leading anti-hate organization. Founded in 1913 in response to an escalating climate of anti-Semitism and bigotry, its timeless mission is to protect the Jewish people and to secure justice and fair treatment for all. Today, ADL continues to fight all forms of hate with the same vigor and passion. A global leader in exposing extremism, delivering anti-bias education, and fighting hate online, ADL is the first call when acts of anti-Semitism occur. ADL's ultimate goal is a world in which no group or individual suffers from bias, discrimination or hate. More at www.adl.org and orangecounty.adl.org.

PETER LEVI
Regional Director

Orange County/Long Beach
t: 949.679.3737
plevi@adl.org
orangecounty.adl.org



Honoring:
Brigitte & Craig Frankel
and Jack Pariser

**Make A Difference
Brunch**

December 2 @ Fashion Island Hotel

Keynote Speakers:
Jeanne Pepper & Gideon Bernstein

ADL

ADL | **NEVER IS NOW** | **12.03.18**
2018 SUMMIT ON ANTI-SEMITISM AND HATE | NEW YORK CITY METROPOLITAN PAVILION
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