



# REVISED AGENDA

## CITY COUNCIL REGULAR MEETING

Donald P. Wagner  
Mayor

Lynn Schott  
Mayor Pro Tempore

Melissa Fox  
Councilmember

Jeffrey Lalloway  
Councilmember

Christina Shea  
Councilmember

**April 25, 2017**

**4:00 PM**

**City Council Chamber**  
One Civic Center Plaza  
Irvine, CA 92606

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**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.

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### CALL TO ORDER

### ROLL CALL

### PLEDGE OF ALLEGIANCE

### INVOCATION

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



**1. PRESENTATIONS**

**1.1 Proclaim May 14-20, 2017 as "National Police Week"**

**1.2 Young Master's Art Show 2017 Cover Artist**

**1.3 Proclaim April 23-30, 2017 as "Days of Remembrance"**

**CITY MANAGER'S REPORT**

**ANNOUNCEMENTS/COMMITTEE REPORTS/COUNCIL REPORTS**

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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.

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**ADDITIONS AND DELETIONS**

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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.

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**2. CONSENT CALENDAR**

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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.

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**2.1 MINUTES**

**ACTION:**

- 1) Approve the minutes of a regular meeting of the Irvine City Council held on March 28, 2017.
- 2) Approve the minutes of an adjourned regular meeting of the Irvine City Council held on April 4, 2017.

**2.2 PROCLAMATIONS**

**ACTION:**

Proclaim April 28, 2017 as "Arbor Day."

**2.3 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

**2.4 LETTER OF CREDIT EXTENSIONS FOR FOUR ASSESSMENT DISTRICTS**

**ACTION:**

- 1) Adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING THE EXTENSION OF THE STATED EXPIRATION DATE OF AN EXISTING LETTER OF CREDIT FOR THE REASSESSMENT DISTRICT NO. 85-7A LIMITED OBLIGATION IMPROVEMENT BONDS, ADJUSTABLE RATE SERIES A, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT NO. 1 TO AMENDED AND RESTATED REIMBURSEMENT, CREDIT AND SECURITY AGREEMENT, AND AN AMENDMENT NO. 1 TO AMENDED AND RESTATED LETTER AGREEMENT, AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS
- 2) Adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING THE EXTENSION OF THE STATED EXPIRATION DATE OF AN EXISTING LETTER OF CREDIT FOR THE ASSESSMENT DISTRICT NO. 94-13 LIMITED OBLIGATION IMPROVEMENT BONDS, ADJUSTABLE RATE SERIES, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT NO. 1 TO SECOND AMENDED AND RESTATED REIMBURSEMENT, CREDIT AND SECURITY AGREEMENT, AND AN AMENDMENT NO. 1 TO AMENDED AND RESTATED LETTER AGREEMENT, AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS

- 3) Adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING THE EXTENSION OF THE STATED EXPIRATION DATE OF AN EXISTING LETTER OF CREDIT FOR THE ASSESSMENT DISTRICT NO. 94-15 LIMITED OBLIGATION IMPROVEMENT BONDS, ADJUSTABLE RATE SERIES, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT NO. 1 TO SECOND AMENDED AND RESTATED REIMBURSEMENT, CREDIT AND SECURITY AGREEMENT, AND AN AMENDMENT NO. 1 TO AMENDED AND RESTATED LETTER AGREEMENT, AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS
- 4) Adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING THE EXTENSION OF THE STATED EXPIRATION DATE OF AN EXISTING LETTER OF CREDIT FOR THE ASSESSMENT DISTRICT NO. 97-16 LIMITED OBLIGATION IMPROVEMENT BONDS, ADJUSTABLE RATE SERIES, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT NO. 1 TO SECOND AMENDED AND RESTATED REIMBURSEMENT, CREDIT AND SECURITY AGREEMENT, AND AN AMENDMENT NO. 1 TO AMENDED AND RESTATED LETTER AGREEMENT, AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS

**2.5 LESSOR CONSENT TO LEASEHOLD DEED OF TRUST AND AGREEMENT RELATED TO COMMUNITY ICE FACILITY AT THE ORANGE COUNTY GREAT PARK**

**ACTION:**

Authorize the Mayor to execute Lessor Consent to Leasehold Deed of Trust and Agreement contingent upon approval by Farmers and Merchants Bank Board of Directors.

(Unless otherwise directed by a member of the City Council, the vote on this matter will reflect the prior action of each Councilmember when he or she sat and voted as a member of the Board of Directors of the Orange County Great Park Corporation. However, if a Councilmember is not present at the City Council meeting, his or her vote will be reflected as absent.)

**2.6 SCOREBOARDS AND SPONSORSHIP AT THE GREAT PARK SPORTS COMPLEX**

**ACTION:**

- 1) Authorize the City Manager to execute Second Amendment to August 4, 2016 Letter Agreement Between the City of Irvine and Heritage Fields El Toro, LLC Regarding Expenditure of Quimby Funds for Additional Sports Park Improvements.
- 2) Approve a budget appropriation of \$517,175 from the unallocated Great Park Fund balance to the Capital Improvement Project Fund, Project No. 361616, Sports Park Subarea Improvements, for the recommended scoreboard design enhancements.

(Unless otherwise directed by a member of the City Council, the vote on this matter will reflect the prior action of each Councilmember when he or she sat and voted as a member of the Board of Directors of the Orange County Great Park Corporation. However, if a Councilmember is not present at the City Council meeting, his or her vote will be reflected as absent.)

**2.7 AMENDMENT TO MEMORANDUM OF UNDERSTANDING WITH THE UNIVERSITY OF CALIFORNIA, IRVINE REGARDING THE EAST CAMPUS APARTMENTS**

**ACTION:**

Authorize the Mayor to execute the First Amendment to the Memorandum of Understanding between the City of Irvine and the University of California regarding the UCI East Campus Student Apartments.

**2.8 NOTICE OF REVIEW AND PENDING APPROVAL FOR TRACT MAPS IN GREAT PARK NEIGHBORHOODS (HERITAGE HILLS), ORCHARD HILLS AND CYPRESS VILLAGE**

**ACTION:**

Receive and file.

**2.9 BUDGET ALLOCATION FOR LEGAL SERVICES REIMBURSEMENT RECEIVED FROM WASTE MANAGEMENT**

**ACTION:**

Approve a Budget Adjustment to receive revenue in the amount of \$127,145 and appropriate same to the Public Works operations budget for reimbursement of attorney services expenses associated with the development of a new franchise agreement with Waste Management of Orange County, Inc.

**2.10 AT-LARGE COMMITTEE MEMBER APPOINTMENTS TO GREEN RIBBON ENVIRONMENTAL COMMITTEE**

**ACTION:**

Appoint Ms. Salem Afeworki and Ms. Bemmy Maharramli to fill the two At-Large committee member vacancies on the Green Ribbon Environmental Committee.

**2.11 AWARD OF CONTRACT AND BUDGET APPROPRIATION FOR WIRELESS AND TELECOMMUNICATIONS CONSULTING SERVICES AT THE ORANGE COUNTY GREAT PARK**

**ACTION:**

- 1) Authorize the Orange County Great Park Director to execute a contract for a not-to-exceed amount of \$97,500 with Connected Nation Exchange, for wireless and telecommunications consulting services at the Orange County Great Park.
- 2) Approve a budget adjustment in the amount of \$97,500 from the Orange County Great Park Fund unallocated fund balance for wireless and telecommunications consulting services.

(Unless otherwise directed by a member of the City Council, the vote on this matter will reflect the prior action of each Councilmember when he or she sat and voted as a member of the Board of Directors of the Orange County Great Park Corporation. However, if a Councilmember is not present at the City Council meeting, his or her vote will be reflected as absent.)

**3. PUBLIC HEARINGS**

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Public Hearings are scheduled for a time certain of 4:00 p.m., unless noticed otherwise, or as soon thereafter as possible. Those wishing to address the City Council during the Public Hearing are requested to complete a form and provide it to the City Clerk prior to the hearing.

Notice: Public Hearings listed for continuance will be continued as noted and posting of this agenda serves as notice of continuation. Any matter not noted for continuance, will be posted separately.

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**3.1 APPROVAL OF THE COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIPS 2017-2018 ACTION PLAN FUNDING RECOMMENDATIONS**

**ACTION:**

- 1) Receive staff report.
- 2) Open the public hearing; receive public input.
- 3) Close the public hearing.
- 4) City Council comments and questions.

- 5) Adopt – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING THE 2017-2018 ACTION PLAN FOR FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIPS ENTITLEMENT GRANT PROGRAMS

**3.2 ZONE CHANGE TO REVISE SPECIAL DEVELOPMENT REQUIREMENTS IN ZONING ORDINANCE SECTION 9-21-7 AND CERTIFICATION OF A FINAL ENVIRONMENTAL IMPACT REPORT ASSOCIATED WITH A MODIFICATION TO THE CONDITIONAL USE PERMIT FOR CONCORDIA UNIVERSITY CAMPUS BUILD-OUT PLAN AT 1530 CONCORDIA WEST, PLANNING AREA 21 (TURTLE ROCK)**

**ACTION:**

- 1) Receive staff report.
- 2) Open public hearing; receive public input.
- 3) Close public hearing.
- 4) City Council comments and questions.
- 5) Adopt – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, CERTIFYING AN ENVIRONMENTAL IMPACT REPORT (SCH NO. 2015091023, 00618828-PCLE) AND ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM AND ENVIRONMENTAL FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR CONDITIONAL USE PERMIT MODIFICATION 00612052-PCPU FOR CONCORDIA UNIVERSITY CAMPUS MASTER BUILD-OUT PLAN AND ZONE CHANGE 00629029-PZC TO REVISE ZONING ORDINANCE SECTION 9-21-7.B, SPECIAL DEVELOPMENT REQUIREMENTS; LOCATED AT 1530 CONCORDIA WEST IN PLANNING AREA 21 (TURTLE ROCK); FILED BY CONCORDIA UNIVERSITY
- 6) Introduce for first reading and read by title only - 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

**4. COUNCIL BUSINESS**

**4.1 AWARD OF CONTRACT FOR WIRELESS AND TELECOMMUNICATIONS CONSULTING SERVICES**

**ACTION:**

Approve and authorize the City Manager to execute a contract in the amount not to exceed \$346,125 with Connected Nation Exchange, for citywide wireless and telecommunications consulting services.

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

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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.

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**ADJOURNMENT - IN MEMORIAM**

**NOTICE TO THE PUBLIC**

**LIVE BROADCASTING AND REBROADCASTING**

Regular City Council meetings are broadcast live every 2<sup>nd</sup> and 4<sup>th</sup> 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](http://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](http://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](http://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](mailto: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 90<sup>th</sup> 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**

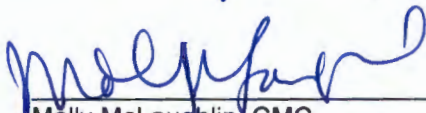
To minimize distractions, please be sure all personal communication and electronic devices are turned off or on silent mode.

**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
- City's web page at [www.ci.irvine.ca.us](http://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 of City Hall, One Civic Center Plaza, Irvine, California on April 21, 2017 by 8:00 PM as well as on the City's web page.

  
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Molly McLaughlin, CMC  
City Clerk

# PRESENTATIONS

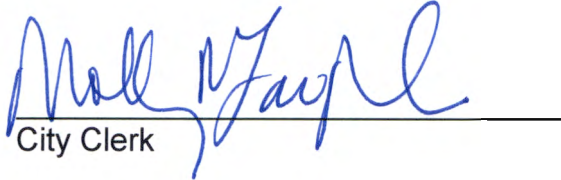
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## REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: APRIL 25, 2017

TITLE: PRESENTATIONS

  
City Clerk

### RECOMMENDED ACTION:

1. Proclaim May 14-20, 2017 as "National Police Week"
2. Young Master's Art Show 2017 Cover Artist
3. Proclaim April 23-30, 2017 as "Days of Remembrance"

CITY OF IRVINE

# Proclamation

## NATIONAL POLICE WEEK MAY 14-20, 2017

WHEREAS, the President and Congress of the United States have designated May 14-20, 2017 as National Police Week which coincides with Peace Officers Memorial Day on May 15; and

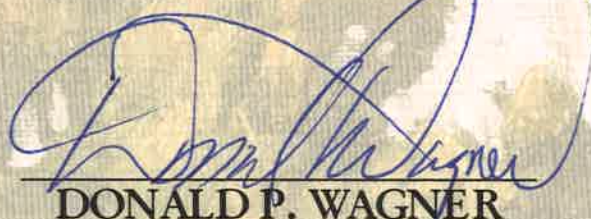
WHEREAS, the members of the Irvine Police Department play an essential role in safeguarding the rights and freedoms of those living and working in the City of Irvine; and

WHEREAS, it is important that all citizens know and understand the duties, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve and protect the people; and

WHEREAS, the men and women of the Irvine Police Department, in partnership with the community, work tirelessly to maintain the City of Irvine as the Safest City in the nation with a population over 250,000.

NOW, THEREFORE, the City Council of the City of Irvine DOES HEREBY PROCLAIM MAY 14-20, 2017 as NATIONAL POLICE WEEK and urges all citizens to commemorate law enforcement officers, past and present, who have dedicated their professional lives to uphold the law and ensure public safety.

The City Council of the City of Irvine further calls upon residents and employees of Irvine to observe May 15, 2017 as Peace Officers Memorial Day in honor of those law enforcement officers who, through their courageous actions, have made the ultimate sacrifice in service to their community.



DONALD P. WAGNER  
MAYOR OF THE CITY OF IRVINE  
APRIL 25, 2017



CITY OF IRVINE

# Proclamation

## DAYS OF REMEMBRANCE

April 23-30, 2017

**WHEREAS**, the Congress of the United States established the United States Holocaust Memorial Council to create a living memorial to the victims of the Nazi Holocaust, to never lose memory of that terrible moment in time; and

**WHEREAS**, the Holocaust was the persecution of European Jewry by Nazi Germany and its collaborators between 1933 and 1945, and Jews were the primary victims - six million were murdered along with millions more targeted for racial ethnic or national reasons; and

**WHEREAS**, the history of the Holocaust offers an opportunity to reflect on the moral responsibilities of individuals, societies, and governments; and

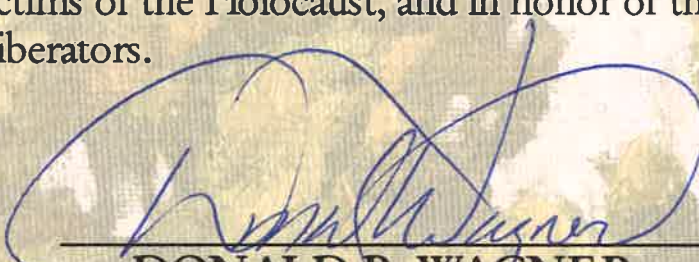
**WHEREAS**, we should always remember the terrible events of the Holocaust and remain vigilant against hatred, persecution, and tyranny; and

**WHEREAS**, we should rededicate ourselves to the principles of individual freedom in a just society; and

**WHEREAS**, the Days of Remembrance have been set aside to remember the victims of the Holocaust as well as to reflect on the need for respect of all people; and

**WHEREAS**, pursuant to an Act of Congress the United States Holocaust Memorial Council designates the Days of Remembrance of the Victims of the Holocaust to be Sunday, April 23 through Sunday, April 30, 2017 including the international Day of Remembrance known as Yom Hashoah, April 24.

**NOW THEREFORE**, the City Council of the City of Irvine **DOES HEREBY PROCLAIM APRIL 23-30, 2017**, as "Days of Remembrance" in memory of the victims of the Holocaust, and in honor of the survivors, as well as the rescuers and liberators.

  
DONALD P. WAGNER  
MAYOR OF THE CITY OF IRVINE

APPROVED: MARCH 14, 2017  
PRESENTED: APRIL 25, 2017



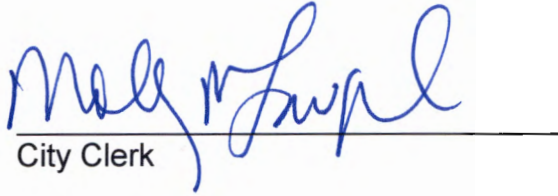
**2.1**



## REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: APRIL 25, 2017

TITLE: MINUTES

  
City Clerk

### RECOMMENDED ACTION:

- 1) Approve the minutes of a regular meeting of the Irvine City Council held on March 28, 2017.
- 2) Approve the minutes of an adjourned regular meeting of the Irvine City Council held on April 4, 2017.





**MINUTES**

**CITY COUNCIL  
REGULAR MEETING  
AND  
REGULAR JOINT MEETING  
WITH THE CITY OF IRVINE AS  
SUCCESSOR AGENCY TO THE  
DISSOLVED IRVINE  
REDEVELOPMENT AGENCY**

**March 28, 2017  
City Council Chamber  
One Civic Center Plaza  
Irvine, CA 92606**

**CALL TO ORDER**

The regular meeting of the Irvine City Council and regular joint meeting with the City of Irvine as Successor Agency to the Irvine Redevelopment Agency was called to order at 4:09 p.m. on March 28, 2017 in the City Council Chamber, Irvine Civic Center, One Civic Center Plaza, Irvine, California; Mayor/Chairman Wagner presiding.

**ROLL CALL**

Present:	5	Councilmember/Boardmember:	Melissa Fox
		Councilmember/Boardmember:	Jeffrey Lalloway
		Councilmember/Boardmember:	Christina Shea
		Mayor Pro Tempore/Vice Chairwoman:	Lynn Schott*
		Mayor/Chairman:	Donald P. Wagner

\* Mayor Pro Tempore/Vice Chairwoman Schott arrived at 4:10 p.m.

**1. CLOSED SESSION**

City Attorney Melching announced the following Closed Session item:

- 1.1 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**

There were no requests to speak to the Closed Session item.

**RECESS**

Mayor Wagner convened the City Council meeting to Closed Session at 4:11 p.m.

**RECONVENE TO THE CITY COUNCIL MEETING**

Mayor Wagner reconvened the regular City Council meeting at 5:10 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**

Mayor Wagner invited Pastor John Shin from Saddleback Church in Irvine to provide the invocation.

**2. PRESENTATIONS**

- 2.1 Proclaim April 9-15, 2017 as “National Public Safety Telecommunicators Week”**

Mayor Wagner introduced individuals from Public Safety and presented a proclamation in recognition of April 9-15, 2017 as “National Public Safety Telecommunicators Week.

**2.2 Proclaim April 2017 as "National Child Abuse Prevention Month"**

Mayor Wagner introduced Exchange Club of Irvine representatives Ed Benoe, President, and Carlos Carney, Member, who presented a donation check based on proceeds from the 2016 Thanksgiving Prayer Breakfast to The Raise Foundation for its continued efforts in preventing child abuse. Mayor Pro Tempore Schott, as a Member of the Exchange Club of Irvine, also provided brief comments; and Mike Hamel, Director of Public Safety/Chief of Police, provided a brief report on how the City prevents and addresses child abuse.

Following remarks, Mayor Wagner presented a proclamation to The Raise Foundation recognizing April 2017 as "National Child Abuse Prevention Month," following which Scott Trotter, Executive Director, Child Abuse Prevention Center, presented each Councilmember with a plaque in appreciation of the City's efforts in preventing child abuse.

**CITY MANAGER'S REPORT**

There was no report.

**ANNOUNCEMENTS/COMMITTEE REPORTS/COUNCIL REPORTS**

Councilmember Fox, as the City's representative to the Santa Ana Flood Control Protection Agency, provided a brief update on the Agency's recent efforts to control the capture and conservation of water from the Prado Dam due to the recent storms, which as a result, was able to handle the 20,000 cubic feet per second that was at the capacity. She also noted that although the City of Irvine did not suffer any major damage from these storms, FEMA money was available for any damaged infrastructure in neighboring cities.

Mayor Pro Tempore Schott made the following announcements:

- Fourteen of the nineteen puppies rescued by the Irvine Police Department Animal Services Unit were adopted from the Irvine Animal Care Center last week, which were among those recovered in January when a woman was taken into custody after selling sick animals to unsuspecting customers. Irvine Animal Care Center staff cared for and nursed the puppies back to health over the past two months. For information on how to adopt an animal, call 949-724-7740 or visit [cityofirvine.org/animals](http://cityofirvine.org/animals).

- Irvine and Orange County residents are invited to the last of five community meetings as part of the City's public outreach regarding the Orange County Great Park. This final event will be held on Sunday, April 2 at 10 a.m. at the South Coast Chinese Cultural Center in Irvine. The presentation will be provided in English and Mandarin. No RSVP is needed. For information, visit [cityofirvine.org](http://cityofirvine.org).

Mayor Wagner made the following announcements:

- WalletHub, an online financial website that rates many categories of American cities, determined that Irvine was the third happiest city in which to live in the United States. Three criteria were used and Irvine ranked in the top nine in all three categories, which included: 1) emotional and physical well-being, 2) income and employment, and 3) community and environment.
- A Donation Drive is underway to help fill spring baskets for the families of the adopted 2<sup>nd</sup> Battalion, 11<sup>th</sup> Marine Regiment, 1<sup>st</sup> Marine Division. Donations of plastic eggs, candy, small toys, stuffed animals and gift baskets can be dropped off at the Irvine Civic Center through Monday, April 3. Sponsored by the City and 2/11 Marines Adoption Committee, the donation drive is a great way to show support for servicemen and women and their families.
- The Wyland Foundation's National Mayor's Challenge for Water Conservation is a competition that encourages cities across the nation to ask their residents to be water wise. The Challenge runs from April 1-30, during which time residents can go online to conserve water, energy, and other national resources. There is no cost to participate. For information, visit [cityofirvine.org](http://cityofirvine.org) and click the pledge button to sign up.

## **ADDITIONS AND DELETIONS**

There were no additions or deletions to the agenda; however, City Manager Joyce noted an errata memo with respect to Consent Calendar Item No. 3.1.

## **CONVENE TO THE REGULAR JOINT MEETING**

Mayor/Chairman Wagner convened to the regular joint meeting with the City of Irvine as Successor Agency to the dissolved Irvine Redevelopment Agency at 5:41 p.m.

**3. CONSENT CALENDAR - CITY COUNCIL**

**ACTION:** Moved by Councilmember/Boardmember Lalloway, seconded by Councilmember/Boardmember Shea, and unanimously carried to approve City Council Consent Calendar Item Nos. 3.1 through 3.10, and Successor Agency Consent Calendar Item Nos. 4.1 and 4.2, with the exception of City Council Consent Item Nos. 3.7 and 3.9, which were removed for separate discussion.

**3.1 MINUTES**

**ACTION:**

Approved the minutes of a regular meeting of the Irvine City Council held on March 14, 2017 **as amended** per the errata memo dated March 28, 2017.

**3.2 WARRANT AND WIRE TRANSFER RESOLUTION**

**ACTION:**

Adopted RESOLUTION NO. 17-21 - 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

**3.3 TREASURER'S REPORT FOR THE QUARTER ENDED DECEMBER 31, 2016**

**ACTION:**

Received and filed the Treasurer's Report for the quarter ended December 31, 2016.

**3.4 NAMING OF THE ARENA RINK AT THE GREAT PARK COMMUNITY ICE FACILITY**

**ACTION:**

Authorized the City Manager to execute a letter approving the Irvine Ice Foundation's request to name the Arena at the Great Park Community Ice Facility.

(Unless otherwise directed by a member of the City Council, the vote on this matter will reflect the prior action of each Councilmember when he or she sat and voted as a member of the Board of Directors of the Orange County Great Park Corporation. However, if a Councilmember is not present at the City Council meeting, his or her vote will be reflected as absent.)

Approved 5-0.

**3.5 BUDGET ADJUSTMENT FOR CONSTRUCTION OF TEMPORARY PEDESTRIAN WALKWAY FOR PARKING LOT ACCESS IN THE WESTERN SECTOR**

**ACTION:**

Approved a budget appropriation in the amount of \$16,080 from the Orange County Great Park Fund unallocated fund balance to construct a temporary pedestrian walkway between the Festival Lot and North Athletic Fields in the Western Sector of the Orange County Great Park.

(Unless otherwise directed by a member of the City Council, the vote on this matter will reflect the prior action of each Councilmember when he or she sat and voted as a member of the Board of Directors of the Orange County Great Park Corporation. However, if a Councilmember is not present at the City Council meeting, his or her vote will be reflected as absent.)

Approved 5-0.

**3.6 APPROVAL OF PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR CONSTRUCTION OF A NEW TRAFFIC SIGNAL AT KAZAN/WALNUT**

**ACTION:**

- 1) Approved the construction plans, specifications and contract documents for the Kazan/Walnut Traffic Signal, Capital Improvement Project 331607.
- 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 NOTICE OF REVIEW AND PENDING APPROVAL FOR TRACT MAPS IN GREAT PARK NEIGHBORHOODS (HERITAGE HILLS), ORCHARD HILLS, EASTWOOD, LOS OLIVOS AND PORTOLA SPRINGS**

This item was removed for separate discussion by the following individuals, who requested the withdrawal of approval for Tract Map No. 17759 (Los Olivos) pending a subsequent environmental impact report and renewed review of the Tract Map by the Planning Commission:

Michael Aguirre, Aguirre & Severson  
Daniel Kim, Aguirre & Severson  
Doug Bender

Bill Klassen  
Zeki Kayiran

Mayor Wagner noted that the item before the City Council was to receive and file, and therefore, no action was necessary. City Manager Joyce further noted that the item was procedural pursuant to Irvine Municipal Code Section 5-5-704, and that the underlying Tentative Tract Map 17759 was tentatively scheduled for the May 20 Planning Commission meeting.

Councilmember Shea noted that the May 20 Planning Commission meeting/hearing would provide an opportunity for individuals to bring forward their concerns. City Attorney Melching also reiterated that the item was for reporting purposes only by the City Engineer and that the subject Tentative Tract Map was currently under review.

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

Receive and file.

**3.8 DESIGNATION OF CITY MANAGER AS OWNER REPRESENTATIVE FOR CITY OWNED PROPERTY AT THE ORANGE COUNTY GREAT PARK AND NOTICE OF PENDING APPROVAL FOR A PARCEL MAP IN THE ORANGE COUNTY GREAT PARK**

**ACTION:**

- 1) Authorized the City Manager to sign the ownership certificate statement for Parcel Map 2016-152 as the property owner representative for the City of Irvine.
- 2) Authorized the City Manager to sign the ownership certificate statement for future maps, as necessary for City owned property at the Orange County Great Park, as the property owner representative for the City of Irvine, subject to notification to the City Council of the same.

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

This item was removed for separate discussion at the request of Councilmember Lalloway, who suggested the item be reviewed by the Senior Citizens Council prior to approval by the City Council.

**ACTION:** Moved by Councilmember Lalloway, seconded by Councilmember Shea, to:

Refer the item to the Senior Citizens Council for its review and return to the City Council forthwith.

City Council discussion included: also including review by the Irvine Residents with Disabilities Advisory Board, and expressed concern about delaying the project based on CDBG funding and related deadlines.

Manuel Gomez, Director of Public Works, noted that staff would work with Community Services to immediately agendaize the item before the Irvine Residents with Disabilities Advisory Board and Senior Citizens Council and return to the City Council as soon as possible to ensure that any deadlines pertaining to Community Development Block Grant (CDBG) funding would be met.

**ACTION:** A friendly amendment was made by Mayor Pro Tempore Schott, accepted by Councilmembers Lalloway and Shea as the maker and seconder, and unanimously carried to:

Refer the item to the Senior Citizens Council and Irvine Residents with Disabilities Advisory Board for review and return to the City Council forthwith.

### **3.10 COMMUNITY PARTNERSHIP FUND GRANT NOMINATIONS**

**ACTION:**

- 1) Approved Councilmember Shea's requests for Community Partnership Fund Grant nominations to Roosters Foundation in the amount of \$200 and Tender Touch Ministries in the amount of \$700 both in support of program costs.
- 2) Authorized the City Manager to prepare and sign the funding agreements listed in Action 1.

## **4. CONSENT CALENDAR - SUCCESSOR AGENCY**

### **4.1 MINUTES**

**ACTION:**

Approved the minutes of a regular joint meeting of the City of Irvine as Successor Agency to the dissolved Irvine Redevelopment Agency with the Irvine City Council held on January 10, 2017.



**4.2 WARRANT AND WIRE TRANSFER RESOLUTION – CITY COUNCIL AS SUCCESSOR AGENCY TO THE DISSOLVED IRVINE REDEVELOPMENT AGENCY**

**ACTION:**

Adopted RESOLUTION NO. 17-02 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, AS SUCCESSOR AGENCY TO THE DISSOLVED IRVINE REDEVELOPMENT AGENCY ALLOWING CERTAIN CLAIMS AND DEMANDS OF THE CITY COUNCIL AS SUCCESSOR AGENCY TO THE DISSOLVED IRVINE REDEVELOPMENT AGENCY AND SPECIFYING THE FUNDS OUT OF WHICH THE SAME ARE TO BE PAID

**PUBLIC COMMENT - SUCCESSOR AGENCY**

There were no requests to speak.

**ADJOURNMENT OF REGULAR JOINT MEETING TO AN ADJOURNED REGULAR JOINT MEETING - April 4, 2017, 4 p.m., City Council Chamber, 1 Civic Center Plaza, Irvine, CA 92606**

Moved by Councilmember/Boardmember Lalloway, seconded by Councilmember/Boardmember Shea, and unanimously carried to adjourn the regular joint meeting with the Successor Agency to an adjourned regular joint meeting on April 4, 2017 at 4 p.m.

**RECONVENE TO THE CITY COUNCIL MEETING**

Mayor Wagner reconvened the regular City Council meeting at 6:02 p.m.

**5. COUNCIL BUSINESS**

**5.1 ORDINANCE AMENDING TITLE 1, DIVISION 3, CHAPTER 2, SECTION 1-3-212 OF THE IRVINE MUNICIPAL CODE RELATING TO THE AUTHORIZED USE OF ELECTRONIC AND DIGITAL SIGNATURES**

Molly McLaughlin, City Clerk, and Khaled Tawfik, Manager of Technology and Innovation, presented the staff report and responded to questions.

City Council discussion included: noting the added convenience for stakeholders through the use of electronic and digital signatures; and referenced the implementation and efficiency of the Netfile system which allows electronic filing of campaign disclosure and conflict-of-interest forms.

Sean Joyce, City Manager, reiterated the City Council's desire to provide convenient options for customers and that staff was continuing to explore opportunities to do so.

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

Introduce for first reading and read by title only ORDINANCE NO. 17-04 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, AMENDING TITLE 1, DIVISION 3, CHAPTER 2, SECTION 1-3-212 OF THE IRVINE MUNICIPAL CODE RELATING TO THE AUTHORIZED USE OF ELECTRONIC AND DIGITAL SIGNATURES

**5.2 CONCEPT PLANS FOR JAMBOREE ROAD/MICHELSON DRIVE PEDESTRIAN BRIDGE**

Manuel Gomez, Director of Public Works, and Thomas Perez, Capital Improvement Program Administrator, presented the staff report and responded to questions. Hilton Yee, representing AECOM, was also available for questions.

Tim Strader, Jr., representing Starpointe Ventures, and Eric Brown, representing LBA Realty, expressed support, and requested that staff work with nearby residents and businesses on the bridge design to limit the use of land space other associated impacts.

Courtney Santos, Irvine resident, spoke in support, and also suggested exploring the landform bridge option as an alternative.

Michael Thomas and Miguel Carbuccia, representing Biggs Cardosa Associates, spoke in support of the concept plans and staff recommendation.

City Council discussion included: accessibility to the Park Place shopping center for pedestrians using the bridge; questioned the number of pedestrian crossings per day and whether the number was based on current numbers or future expectancy; whether the bridge would improve traffic at the intersection; providing a nexus and return on investment related to traffic improvements at a future meeting; questioned the installation of an elevator and stairs in lieu of a ramp similar to the Jeffrey Open Space Trail bridges; inquired about the proposed bridge at Alton and Jamboree; whether outreach had been conducted to include Park Place and Central Park West with respect to bridge design; questioned aesthetics around the bridge; noted the potential for connectivity to the San Joaquin Marsh; suggested further exploration of a landform type bridge in addition to a girder type; noted the idea of livability and

walkability reflected in the Irvine Business Complex (IBC) Vision Plan; and seeking input from the Irvine Residents with Disabilities Advisory Board (IRDAB) regarding accessibility concerns.

Manuel Gomez, Director of Public Works, noted that approval was limited to conceptual plans only, and further noted that staff would seek guidance from the Transportation Commission, community members, property owners and the City Council with respect to the design elements.

**ACTION:** Moved by Mayor Pro Tempore Schott, to:

Explore the “girder” and “landform” bridge types as the preferred bridge design concepts; and authorize staff to proceed with refinement of the right-of-way impacts, including the seeking of advice from the Irvine Residents with Disabilities Advisory Board (IRDAB) on design for the disabled, and final engineering and preparation of construction cost estimates; and return to the City Council for a final decision.

**ACTION:** A friendly amendment was made by Councilmember Shea, accepted by Mayor Pro Tempore Schott as the maker of the motion, seconded by Councilmember Shea, and unanimously carried to:

Explore the “girder” and “landform” bridge types as the preferred bridge design concepts; and authorize staff to proceed with refinement of the right-of-way impacts, including the seeking of advice from the Irvine Residents with Disabilities Advisory Board (IRDAB) on design for the disabled, and final engineering and preparation of construction cost estimates; and return to the City Council for a final decision **as amended** to include residents of Central Park West in the review process.

**5.3 CONSIDERATION OF MAYOR PRO TEMPORE SCHOTT'S REQUEST TO EXPLORE TERMS OF A LEASE TO SECURE A PUBLIC AQUATICS FACILITY TO SERVE THE IRVINE COMMUNITY AND USA WATER POLO**

This item was agendized at the request of Mayor Pro Tempore Schott, who asked for City Council support to explore terms of a lease for a public aquatics facility to serve the Irvine community and USA Water Polo at the Orange County Great Park.

The following individuals spoke in support:

Stephanie Krogus, USA Water Polo  
Chris Ramsey, USA Water Polo  
Adam Krikorian, USA Water Polo  
Jeremy Laster, USA Water Polo  
Kaleigh Gilchrist, USA Water Polo  
John Mann, USA Water Polo  
Ernie Kwan, Irvine resident  
Kyle Kime, USA Water Polo/Northwood Water Polo  
Bruce Morgan, USA Water Polo  
Ed Reynolds  
Rudy Baldoni, USA Water Polo

Kim Hoesterey, Irvine Novaquatics, spoke in support, and suggested exploring the option for an additional pool at the William Woollett Jr. Aquatics Center.

City Council discussion included: whether interested stakeholders included public partners; whether the City would be responsible for building the proposed facility; anticipated timeframe based on USA Water Polo needs; questioned the location of the proposed facility; whether an exchange for entitlement was a consideration; questioned the acreage needed for the proposed facility; suggested USA Water Polo submit a business plan or proposal; expressed concern about development costs; whether staff would have authority to negotiate a deal; noted the public benefit of an additional aquatics center at the Orange County Great Park; and noted the potential for a public/private partnership.

Chris Ramsey, representing USA Water Polo, responded to City Council questions.

City Manager Joyce noted that staff was comfortable with gathering and analyzing information to allow the City Council to make more informed policy decisions. He also noted that Mayor Pro Tem Schott was clear that she would not entertain the idea of additional entitlement in exchange for developer contribution.

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

Direct City staff to work with USA Water Polo to explore possible deal points of a partnership to build and operate a premium aquatics center for shared use and return to the City Council for consideration and/or further direction.

**PUBLIC COMMENT**

The following individuals spoke in opposition to a proposed substation on Wald Street and requested a public hearing be held on the matter:

Michael Aguirre, Aguirre & Severson  
Daniel Kim, Aguirre & Severson  
Doug Bender  
Zeki Kayiran

Debra Kam, Irvine resident, spoke in support of a town hall meeting with Senator Mimi Walters.

Courtney Santos, Irvine resident, spoke in support of televising Planning Commission meetings.

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

Patricia Buskuehl, Irvine resident, asked for assistance with an affordable housing issue.

**ADJOURNMENT OF CITY COUNCIL MEETING TO AN ADJOURNED REGULAR MEETING - April 4, 2017, 4 p.m., City Council Chamber, 1 Civic Center Plaza, Irvine, CA 92606**

Prior to adjournment, Mayor Wagner noted that the City of Lake Forest was not sending a letter to Senator Mimi Walters in support of a town hall meeting.

**Moved by Councilmember Shea, seconded by Councilmember Lalloway, and unanimously carried to adjourn the meeting at 8:31 p.m. to an adjourned regular meeting on Tuesday, April 4, 2017 at 4 p.m.**

\_\_\_\_\_  
MAYOR OF THE CITY OF IRVINE

\_\_\_\_\_  
April 25, 2017

\_\_\_\_\_  
CITY CLERK OF THE CITY OF IRVINE



# MINUTES

## CITY COUNCIL ADJOURNED REGULAR MEETING

**April 4, 2017**  
**City Council Chamber**  
One Civic Center Plaza  
Irvine, CA 92606

### CALL TO ORDER

The adjourned regular meeting of the Irvine City Council was called to order at 4:04 p.m. on April 4, 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 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***

**1.2 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**  
***Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Government Code Section 54956.9: 2 potential cases***

There were no requests to speak to the Closed Session items.

**RECESS**

Mayor Wagner convened the City Council meeting to Closed Session at 4:05 p.m.

**RECONVENE TO THE CITY COUNCIL MEETING**

Mayor Wagner reconvened the adjourned regular City Council meeting at 5:19 p.m. City Attorney Melching, on behalf of the City Council, announced that there was no reportable action taken in Closed Session.

**PLEDGE OF ALLEGIANCE**

Mayor Wagner led the Pledge of Allegiance.

**INVOCATION**

Mayor Wagner invited Pastor Benn Prescott from Free Chapel OC in Irvine to provide the invocation.

**2. PRESENTATIONS**

**2.1 *Proclaim April 2017 as “Fair Housing Month”***

Mayor Wagner introduced Sindy Guzman, Case Analyst, Fair Housing Foundation, and presented a proclamation recognizing April 2017 as “Fair Housing Month.”

**2.2 *Proclaim April 2017 as “DMV/Donate Life California Month”***

Mayor Wagner introduced Kavita and Raina Desai, OneLegacy Ambassadors, and Dr. Rosemary O’Meeghan, representing Hoag Hospital, and presented a proclamation recognizing April 2017 as “DMV/Donate Life California Month.”

## **CITY MANAGER'S REPORT**

There was no report.

## **ANNOUNCEMENTS/COMMITTEE REPORTS/COUNCIL REPORTS**

Mayor Pro Tempore Schott invited residents to attend upcoming events at the Irvine Barclay Theatre, including “Snow White” on Saturday, April 15 by the Maple Youth Ballet; and a performance by Kei Akagi Tokyo Trio on Wednesday, April 19. For information, visit [thebarclay.org](http://thebarclay.org).

Mayor Wagner made the following announcements:

- April is Earthquake Preparedness Month, and the Irvine Police Department offers several tips to help residents prepare, which includes assembling supply kits, planning a pre-arranged meeting location if the family home is unavailable, developing a communications plan, and keeping an emergency backpack in vehicles. For information, visit [cityofirvine.org](http://cityofirvine.org).
- The Irvine Fine Arts Center is presenting “Kaleidoscope – A Family Art Experience” on Saturday, April 29 from 10 a.m. to 1 p.m. The event is part of the 2017 Imagination Celebration festival presented by Arts Orange County and Orange County Department of Education. The event is free. For information, visit [irvinefinearts.org](http://irvinefinearts.org).
- The first “Meet the Mayor” Town Hall meeting will take place on Saturday, April 22 from 9 - 10:30 a.m. at TAPS Fish House and Brewery, located at 13390 Jamboree Road at the Irvine Marketplace.

## **ADDITIONS AND DELETIONS**

Mayor Wagner noted that Consent Calendar Item No. 3.1, Sub-Item No. 2 (Proclamation - April 23, 2017 as "Turkish Heritage and Children's Day.") would be removed from the agenda due to concerns raised by members of the Armenian community; and also noted that Council Business Item Nos. 4.2 Consideration of (Councilmember Shea’s Request for Veterans Cemetery Update, Discussion and Possible Action) and 4.3 (Consideration of Councilmember Lalloway’s Request for Staff Progress Report on Veterans Cemetery) would be consolidated.

City Manager Joyce noted the removal of Council Business Item No. 4.1 (Consideration of a Department of Public Safety Horse Mounted Unit), which will be presented to the City Council during budget deliberations.



**3. CONSENT CALENDAR**

**ACTION:** Moved by Councilmember Shea, seconded by Councilmember Lalloway, and unanimously carried to approve Consent Calendar Item Nos. 3.1 through 3.6, with the exception of Item No. 3.1, Sub-Item No. 2, which was removed from the agenda. See Additions and Deletions.

**3.1 PROCLAMATIONS\***

**ACTION:**

- 1) Proclaimed April 9 -15, 2017 as "Animal Control Officer Appreciation Week."

\* The following item was removed from the agenda at the request of Mayor Wagner and not approved by the City Council:

- 2) Proclaim April 23, 2017 as "Turkish Heritage and Children's Day."

**3.2 WARRANT AND WIRE TRANSFER RESOLUTION**

**ACTION:**

Adopted RESOLUTION NO. 17-22 - 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

**3.3 APPROVAL OF SPECIFICATIONS AND CONTRACT DOCUMENTS FOR TRAFFIC SIGNAL SAFETY LIGHTING AND ILLUMINATED STREET SIGN UPGRADES**

**ACTION:**

- 1) Approved the construction specifications and contract documents for the Traffic Signal Safety Lighting and Illuminated Street Name Sign Upgrades, Capital Improvement Project 331701.
- 2) Approved the Engineer's Estimate, Construction Contingency and Project Funding Summary.
- 3) Authorized staff to solicit competitive bids and to 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.

**3.4 APPROVAL OF PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR WORK PLACE SAFETY ENHANCEMENTS AT CITY HALL AND THE OPERATIONS SUPPORT FACILITY**

**ACTION:**

- 1) Approved the construction plans, specifications and contract documents for the City Hall and Operations Support Facility Work Place Safety Enhancements, Capital Improvement Projects 361501 and 361709.
- 2) Approved the Architect'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 and contracts policies and procedures, within the approved project budget.

**3.5 SECOND READING AND ADOPTION OF ORDINANCE NO. 17-04 AMENDING TITLE 1, DIVISION 3, CHAPTER 2, SECTION 1-3-212 OF THE IRVINE MUNICIPAL CODE RELATING TO THE AUTHORIZED USE OF ELECTRONIC AND DIGITAL SIGNATURES**

**ACTION:**

Read by title only, second reading and adoption of ORDINANCE NO. 17-04 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, AMENDING TITLE 1, DIVISION 3, CHAPTER 2, SECTION 1-3-212 OF THE IRVINE MUNICIPAL CODE RELATING TO THE AUTHORIZED USE OF ELECTRONIC AND DIGITAL SIGNATURES

**3.6 COMMUNITY PARTNERSHIP FUND GRANT NOMINATIONS**

**ACTION:**

- 1) Approved Councilmember Shea's requests for Community Partnership Fund Grant nomination to Irvine Chamber Education Foundation in the amount of \$600 in support of the 2017 Orange County World Trade Week Breakfast & Forum event.
- 2) Authorized the City Manager to prepare and sign the funding agreement listed in Action 1.

**4. COUNCIL BUSINESS**

**4.1 CONSIDERATION OF A DEPARTMENT OF PUBLIC SAFETY HORSE MOUNTED UNIT**

This item was removed from the agenda at the request of City Manager Joyce. See Additions and Deletions.

**4.2 CONSIDERATION OF COUNCILMEMBER SHEA'S REQUEST FOR VETERANS CEMETERY UPDATE, DISCUSSION AND POSSIBLE ACTION**

This item was consolidated with Council Business Item No. 4.3 below. See Additions and Deletions.

Item No. 4.2 was agendized at the request of Councilmember Shea, who requested an update on the Veterans Cemetery at the Orange County Great Park, and suggested that the City Council reconsider the alternate site based on a proposal from FivePoint Communities.

Item No. 4.3 was agendized at the request of Councilmember Lalloway, who expressed support to continue pursuing the development of a Veterans Cemetery on the ARDA Transfer Site previously approved by the City Council, and further asked for City Council support to appropriate up to \$40 million of the estimated \$77 million cost of design, demolition and construction of the Veterans Cemetery.

The following individuals spoke in support of relocating the proposed Veterans Cemetery to the alternate site:

- Anthony Kuo, who read a letter into the record on behalf of California State Assemblyman Steven Choi
- Bill Cook
- John Carson, Mission Viejo resident
- Brian Chuchua, Anaheim resident
- Courtney Santos, Irvine resident
- Alan Bartlett, Irvine resident
- Robert Brower, Irvine resident
- Robert Breton
- Hannah Hess, who read a letter into the record on behalf of United States Congresswoman Mimi Walters
- Bill Sandlin, Irvine resident
- Martha Huff, representing American Legion
- Michelle De La Cruz, representing American Legion
- Zeke Hernandez
- Peter Katz, Santa Ana resident
- Jose Guevara
- Steve Greenberg

The following individuals spoke in support of the development of the proposed Veterans Cemetery at the ARDA Transfer Site:

- Larry Agran, Irvine resident
- Carol Lechich-LeMar, Irvine resident

Jane Olinger, Irvine resident  
Avram Grossman, Irvine resident  
Ed Pope, Irvine resident  
Jaci Woods, Irvine resident  
Alan Meyerson, Irvine resident  
Angleo Vassos, Irvine resident  
Gail Lewis, Irvine resident  
Harvey Liss, Irvine resident  
David Olinger, Irvine resident  
Jean Miller, Irvine resident  
Robert Kohler, Irvine resident  
Jack Fancher, Irvine resident  
Sam Castelo, Irvine resident  
Jake Jacobs  
Henry King

The following spoke in support of a Veterans Cemetery in the City of Irvine:

Tim Chambers  
Jon La Fleur  
Neil Reich  
Gary Mason  
Dennis Phelps  
Mary Ann Gaido, Irvine resident  
Sebastian Calderon, who read a letter into the record on behalf of  
California State Senator Josh Newman  
Ron Bengouchea  
Joy Taylor  
Tyler Holcomb, Irvine resident

Patrick Strader, representing FivePoint Communities, responded to questions regarding the alternative site, which included size, location and entitlement exchanges; and noted reference to correspondence from Emile Haddad, FivePoint Communities CEO, outlining certain details of the proposal for the alternative site.

Goulin Wang submitted a Request to Speak card but did not speak.

City Council discussion included: finalization of the State budget by June 15; exploring details of the proposal by FivePoint Communities with respect to the alternative site; and deferring City Council action in order to provide time for California Assemblywoman Sharon Quirk-Silva to secure \$40 million from the State.

**ACTION:** Moved by Councilmember Shea, seconded by Mayor Wagner, to:

- 1) Support the concept of a land exchange with Heritage Fields/Five Point Communities for the construction of a Veterans Cemetery on the former El Toro Marine Base; such exchange will be for a net equivalent of usable acres.
- 2) Direct staff to begin negotiations to clarify the legal deal points necessary to facilitate the construction and exchange.
- 3) Direct staff to report back to the City Council on the status of such negotiations by the end of June of this year for a final vote to move this land exchange forward and to break ground on the Orange County Veterans Cemetery as soon as possible.

Additional City Council discussion included: reiterating unanimous approval of the ARDA Transfer Site by the former City Council and subsequent approval by the State Legislature; noted that the proposal from FivePoint Communities did not include specific details; noted the potential for additional costs to develop on the alternate site; expressed concern about additional entitlement and associated traffic related issues related to the alternate site; expressed concern that the development of the alternate site could delay the process at the State level; questioned the State's ability to secure funding to build the Veterans Cemetery at the ARDA Transfer Site; reiterated California Assemblywoman Quirk-Silva's commitment to secure funding from the State; suggested that development of the alternative site could be completed within a year; suggested a dual track option; suggested deferring City Council action until the proposal by FivePoint Communities is further explored; reiterated that the Veterans Cemetery in Riverside was almost at capacity; noted that the \$40 million from the City would come from the RDA settlement funds; and expressed concern about committing City funds without a funding commitment from the State.

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

- 1) Authorize and direct the City Manager to take all necessary steps in cooperation with Cal Vet, and the U.S. Veterans Administration, to accelerate the processing and final approvals for expedited construction of the Southern California Veterans Memorial Park and Cemetery on the State and City designated 125-acre parcel of land known as the ARDA Transfer Site within the Great Park, with the goal of commencing memorial park and cemetery operations on or before Veterans Day 2019.

- 2) The City Manager is further directed to:
  - a) Deploy all appropriate resources authorized and specified in the Veterans Cemetery motion adopted by the City Council on April 12, 2016.
  - b) Convey to the Governor’s office and the California Veterans Administration, appropriate members of the State Legislature (including but not limited to all members of the Orange County Delegation and the U.S. Veterans Administration), the City’s offer to guarantee local funding of up to \$40 million from Account 180 at the Great Park toward completion of design, demolition, grading and construction in order to commence operation of the Veterans Memorial Park and Cemetery within the Great Park by Veterans Day 2019.

**The motion carried as follows:**

AYES: 3 COUNCILMEMBERS: Fox, Lalloway and Schott  
 NOES: 2 COUNCILMEMBERS: Shea and Wagner  
 ABSENT: 0 COUNCILMEMBERS: None

Following the vote, Councilmember Fox requested a motion to reconsider the action taken with respect to Council Business Item Nos. 4.2 and 4.3.

**ACTION: Moved by Councilmember Fox, seconded by Mayor Wagner, to:**

Reconsider the action taken with respect to Council Business Item Nos. 4.2 and 4.3.

**The motion carried as follows:**

AYES: 3 COUNCILMEMBERS: Fox, Shea and Wagner  
 NOES: 2 COUNCILMEMBERS: Lalloway and Schott  
 ABSENT: 0 COUNCILMEMBERS: None

City Council discussion included: reiterating the pursuance of a dual track option to provide a better understanding of the proposal by FivePoint Communities; and suggested moving forward with the development of the ARDA Transfer Site with the option at a later date to agendize the FivePoint Communities proposal for discussion, if necessary.

City Attorney Melching reiterated that the motion on the table for consideration was Councilmember Lalloway's substitute motion.

**ACTION: A substitute motion to Councilmember Lalloway's substitute motion was moved by Councilmember Fox, seconded by Mayor Wagner, to:**

Pursue a dual track option as follows:

- 1) Authorize and direct the City Manager to take all necessary steps in cooperation with Cal Vet, and the U.S. Veterans Administration, to accelerate the processing and final approvals for expedited construction of the Southern California Veterans Memorial Park and Cemetery on the State and City designated 125-acre parcel of land known as the ARDA Transfer Site within the Great Park, with the goal of commencing memorial park and cemetery operations on or before Veterans Day 2019.
- 2) The City Manager is further directed to:
  - a) Deploy all appropriate resources authorized and specified in the Veterans Cemetery motion adopted by the City Council on April 12, 2016.
  - b) Convey to the Governor's office and the California Veterans Administration, appropriate members of the State Legislature (including but not limited to all members of the Orange County Delegation and the U.S. Veterans Administration), the City's offer to guarantee local funding of up to \$40 million from Account 180 at the Great Park toward completion of design, demolition, grading and construction in order to commence operation of the Veterans Memorial Park and Cemetery within the Great Park by Veterans Day 2019.
- 3) Direct staff to pursue the understanding of the offer from Five Point Communities; and to match State funds, up to and including \$38 million in City funds, that would be appropriated in the upcoming budget cycle.

**The motion carried as follows:**

AYES: 3 COUNCILMEMBERS: Fox, Shea and Wagner

NOES: 2 COUNCILMEMBERS: Lalloway and Schott

ABSENT: 0 COUNCILMEMBERS: None

**4.3 CONSIDERATION OF COUNCILMEMBER LALLOWAY'S REQUEST FOR STAFF PROGRESS REPORT ON VETERANS CEMETERY**

This item was consolidated with Council Business Item No. 4.2 above. See Additions and Deletions.

Councilmembers Fox and Lalloway left the meeting at 9:14 p.m.

**PUBLIC COMMENT**

Kurken, Alyakian, Levon Alyanakian, and Vana Geregian expressed their appreciation to the City Council for removing the Turkish Heritage and Children's Day proclamation from the agenda.

The following individuals spoke in opposition to the proposed Southern California Edison Safari Substation on Wald Street:

- Daniel Kim, representing Aguirre and Severson
- Norman Voo
- Betsy Lindsay
- Arie Goldberg
- Rebecca Whiteleather
- Bruce Whiteleather
- John Roehrick
- Michael Aguirre, representing Aguirre and Severson

Alan Meyerson, Irvine resident, expressed concern regarding aggressive driving and traffic safety.

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

- Vahe Meghrouni
- Alexis Meghrouni
- Chris Guldjian
- Genevieve Slaberg
- Jane Olinger, Irvine resident
- Sorab Charna
- Debra Kim, Irvine resident



**ADJOURNMENT – IN MEMORIAM**

Prior to adjournment, Mayor Pro Tempore Schott noted the recent passing of Water Polo Coach Scott Hinman from Irvine High School and asked that the meeting be adjourned in his memory.

**Moved by Councilmember Shea, seconded by Mayor Pro Tempore Schott, and unanimously carried by those members present (Councilmembers Fox and Lalloway absent) to adjourn the meeting in memory of Coach Scott Hinman at 9:53 p.m.**

\_\_\_\_\_  
MAYOR OF THE CITY OF IRVINE

\_\_\_\_\_  
April 25, 2017

\_\_\_\_\_  
CITY CLERK OF THE CITY OF IRVINE

2.2



## REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: APRIL 25, 2017

TITLE: PROCLAMATIONS

A handwritten signature in blue ink, appearing to read "Molly [unclear]", is written over a horizontal line. Below the line, the text "City Clerk" is printed.

RECOMMENDED ACTION:

Proclaim April 28, 2017 as "Arbor Day."

CITY OF IRVINE

# Proclamation

**ARBOR DAY  
APRIL 28, 2017**


WHEREAS, the City of Irvine recognizes the importance of trees as a valuable, renewable resource; and

WHEREAS, trees can moderate temperature, mitigate air pollution, reduce erosion, and provide habitat for wildlife; and

WHEREAS, the City has provided for healthy trees through vigorous implementation of urban forest management plans and policies; and

WHEREAS, the City in collaboration with community partners, has actively added to its urban forest through tree planting efforts and in recognition of its efforts, has been designated a "Tree City, USA" for 27 years by the National Arbor Day Foundation.

NOW, THEREFORE, the City Council of the City of Irvine **DOES HEREBY PROCLAIM April 28, 2017** as **ARBOR DAY** in the City of Irvine, and expresses appreciation to the Deerfield Elementary School Volunteers and the Public Works Department for participating in the planting of 18 trees at Deerfield Community Park.

  
DONALD P. WAGNER  
MAYOR OF THE CITY OF IRVINE  
APRIL 25, 2017



2.3



# REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:** APRIL 25, 2017

**TITLE:** WARRANT AND WIRE TRANSFER RESOLUTION

Director of Financial 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 March 29, 2017 through April 18, 2017 in accordance with Section 2-7-211 of the Irvine Municipal Code.

**ATTACHMENT**      Warrant and Wire Transfer Resolution

CITY COUNCIL RESOLUTION NO. 17-\_\_\_

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 25<sup>th</sup> day of April 2017.

\_\_\_\_\_  
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 25<sup>th</sup> day of April 2017.

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

\_\_\_\_\_  
CITY CLERK OF THE CITY OF IRVINE

3/29/2017 through 4/4/2017

**REGISTER OF DEMANDS AND WARRANTS**

<b>Fund</b>	<b>Fund Description</b>	<b>Amount</b>
001	GENERAL FUND	448,576.71
004	PAYROLL CLEARING FUND	41,813.48
005	DEVELOPMENT SERVICES FUND	98,835.10
009	REVENUE CLEARING FUND	707.42
024	BUILDING & SAFETY FUND	8,056.49
111	GAS TAX FUND	9,891.45
119	LIGHTING, LANDSCAPE & PARK MNT	172,198.19
126	SENIOR SERVICES FUND	36.59
128	OFFICE ON AGING PROGRAMS FUND	9,964.58
153	ASSET FORFEITURE STATE FUND	814.00
180	ORANGE COUNTY GREAT PARK	16,343.66
250	CAPITAL IMPROV PROJ FUND - CIR	67,524.77
501	INVENTORY	31,252.96
570	INSURANCE FUND	113,746.11
574	FLEET SERVICES FUND	45,918.93
578	TELEPHONE,MAIL,DUPLIC SRV FUND	10,672.31
579	STRATEGIC TECHNOLOGY PLAN FUND	336,665.76
580	CIVIC CENTER MAINT & OPERAT'NS	494.56
714	REASSESSMENT 12-1 FIXED RATE	17,257.56
716	RAD 13-1 FIXED RATE	5,885.11
717	RAD 04-20 PORTOLA SPR VAR RT A	111,663.00
718	RAD 05-21 ORCHARD HLS VAR RT	74,974.69
719	REASSESSMENT 85-7A VARIABLE RT	79,391.29
721	AD00-18 SHADY CNYN&TURLT ROCK	20,987.43
723	AD03-19 WOODBURY SER B VAR RT	53,485.24
724	AD 07-22 STONEGATE VAR RT A	19,216.76
726	AD10-23 SERIES B FR LAGUNA ALT	92.08
730	11-24 FIXED RT CYPRESS VILLAGE	1,642.81
731	AD07-22 GROUP 4 FIXED RATE	1,635.17
732	RAD 04-20 GROUP 3 FIXED RATE	524.45
735	AD03-19 WOODBURY SER A VAR RT	46,664.06
760	AD87-8 ICD/BAKE PKWY DEBT SVC	34,078.48
767	AD94-15 WESTPARK II SERIES A	7,115.28
771	AD97-16 NORTHWEST IRVINE VARI	59,424.28
772	RAD 15-1 FIXED RATE	9,459.08
773	RAD 15-2 FIXED RATE	3,677.99
774	AD94-13 VARIABLE RT-OAKCREEK	38,351.16
775	AD97-17 LOWER PETERS CYN EAST	76,262.88
776	AD93-14 SPECT 6N/SPECT 7	116,688.73
777	RAD 05-21 G1 FIXED RATE	1,835.32
778	RAD 04-20 G4 FIXED RATE	247.92



3/29/2017 through 4/4/2017

**REGISTER OF DEMANDS AND WARRANTS**

<b>Fund</b>	<b>Fund Description</b>	<b>Amount</b>
	<b>GRAND TOTAL</b>	<b>2,194,073.84</b>

4/5/2017 through 4/11/2017

## REGISTER OF DEMANDS AND WARRANTS

<b>Fund</b>	<b>Fund Description</b>	<b>Amount</b>
001	GENERAL FUND	574,996.92
004	PAYROLL CLEARING FUND	928,201.27
005	DEVELOPMENT SERVICES FUND	72,557.75
009	REVENUE CLEARING FUND	14,250.00
024	BUILDING & SAFETY FUND	50,131.79
027	DEVELOPMENT ENGINEERING FUND	7,210.50
111	GAS TAX FUND	29,763.67
114	HOME GRANT	50,148.00
119	LIGHTING, LANDSCAPE & PARK MNT	357,076.52
128	OFFICE ON AGING PROGRAMS FUND	7,382.48
132	SLURRY SEAL SUR CHG FUND	1,470.00
143	PUBLIC SAFETY GRANTS	20.00
149	SPECIAL PROGRAM GRANTS	7,548.75
180	ORANGE COUNTY GREAT PARK	139,372.39
260	CAPITAL IMPROV PROJ-NON CIRC	261,025.11
270	NORTH IRVINE TRANSP MITIGATION	13,712.79
501	INVENTORY	5,327.27
570	INSURANCE FUND	101,790.19
574	FLEET SERVICES FUND	48,937.81
578	TELEPHONE,MAIL,DUPLIC SRV FUND	6,784.51
579	STRATEGIC TECHNOLOGY PLAN FUND	118.31
580	CIVIC CENTER MAINT & OPERAT'NS	69,432.80
	<b>GRAND TOTAL</b>	<b>2,747,258.83</b>

4/12/2017 through 4/18/2017

**REGISTER OF DEMANDS AND WARRANTS**

<b>Fund</b>	<b>Fund Description</b>	<b>Amount</b>
001	GENERAL FUND	593,599.08
004	PAYROLL CLEARING FUND	52,917.39
005	DEVELOPMENT SERVICES FUND	9,656.00
024	BUILDING & SAFETY FUND	72.19
027	DEVELOPMENT ENGINEERING FUND	9,251.25
119	LIGHTING, LANDSCAPE & PARK MNT	319,340.46
126	SENIOR SERVICES FUND	173.80
128	OFFICE ON AGING PROGRAMS FUND	800.72
143	PUBLIC SAFETY GRANTS	12,060.50
155	COMMUNITY SERVICES PROGRAMS	52.50
180	ORANGE COUNTY GREAT PARK	69,471.60
204	CFD 2013-3 GREAT PARK	9,453.75
250	CAPITAL IMPROV PROJ FUND - CIR	254,544.94
260	CAPITAL IMPROV PROJ-NON CIRC	339,770.15
270	NORTH IRVINE TRANSP MITIGATION	12,100.00
286	GREAT PARK DEVELOPMENT FUND	23,508.70
501	INVENTORY	4,049.57
570	INSURANCE FUND	34,368.72
574	FLEET SERVICES FUND	16,764.34
578	TELEPHONE,MAIL,DUPLIC SRV FUND	42,383.05
579	STRATEGIC TECHNOLOGY PLAN FUND	177,972.06
580	CIVIC CENTER MAINT & OPERAT'NS	23,757.29
716	RAD 13-1 FIXED RATE	15.49
717	RAD 04-20 PORTOLA SPR VAR RT A	12,790.00
719	REASSESSMENT 85-7A VARIABLE RT	115.32
721	AD00-18 SHADY CNYN&TURLT ROCK	1,712.81
723	AD03-19 WOODBURY SER B VAR RT	4,480.96
735	AD03-19 WOODBURY SER A VAR RT	3,905.95
760	AD87-8 ICD/BAKE PKWY DEBT SVC	8,298.59
767	AD94-15 WESTPARK II SERIES A	647.36
771	AD97-16 NORTHWEST IRVINE VARI	5,024.96
774	AD94-13 VARIABLE RT-OAKCREEK	3,262.04
775	AD97-17 LOWER PETERS CYN EAST	6,342.71
777	RAD 05-21 G1 FIXED RATE	61.96
778	RAD 04-20 G4 FIXED RATE	1,514.98
	<b>GRAND TOTAL</b>	<b>2,054,241.19</b>

2.4



# REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:** APRIL 25, 2017

**TITLE:** LETTER OF CREDIT EXTENSIONS FOR FOUR ASSESSMENT DISTRICTS

  
\_\_\_\_\_  
Director of Financial Services

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

## RECOMMENDED ACTION

1. Adopt – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING THE EXTENSION OF THE STATED EXPIRATION DATE OF AN EXISTING LETTER OF CREDIT FOR THE REASSESSMENT DISTRICT NO. 85-7A LIMITED OBLIGATION IMPROVEMENT BONDS, ADJUSTABLE RATE SERIES A, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT NO. 1 TO AMENDED AND RESTATED REIMBURSEMENT, CREDIT AND SECURITY AGREEMENT, AND AN AMENDMENT NO. 1 TO AMENDED AND RESTATED LETTER AGREEMENT, AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS
2. Adopt – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING THE EXTENSION OF THE STATED EXPIRATION DATE OF AN EXISTING LETTER OF CREDIT FOR THE ASSESSMENT DISTRICT NO. 94-13 LIMITED OBLIGATION IMPROVEMENT BONDS, ADJUSTABLE RATE SERIES, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT NO. 1 TO SECOND AMENDED AND RESTATED REIMBURSEMENT, CREDIT AND SECURITY AGREEMENT, AND AN AMENDMENT NO. 1 TO AMENDED AND RESTATED LETTER AGREEMENT, AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS
3. Adopt – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING THE EXTENSION OF THE STATED EXPIRATION DATE OF AN EXISTING LETTER OF CREDIT FOR THE ASSESSMENT DISTRICT NO. 94-15 LIMITED OBLIGATION IMPROVEMENT BONDS, ADJUSTABLE RATE SERIES, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT NO. 1 TO SECOND AMENDED AND RESTATED REIMBURSEMENT, CREDIT AND SECURITY AGREEMENT, AND AN AMENDMENT NO. 1 TO AMENDED AND RESTATED LETTER AGREEMENT, AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS

4. Adopt – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING THE EXTENSION OF THE STATED EXPIRATION DATE OF AN EXISTING LETTER OF CREDIT FOR THE ASSESSMENT DISTRICT NO. 97-16 LIMITED OBLIGATION IMPROVEMENT BONDS, ADJUSTABLE RATE SERIES, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT NO. 1 TO SECOND AMENDED AND RESTATED REIMBURSEMENT, CREDIT AND SECURITY AGREEMENT, AND AN AMENDMENT NO. 1 TO AMENDED AND RESTATED LETTER AGREEMENT, AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS

### **EXECUTIVE SUMMARY**

The City has several assessment districts to fund construction of public infrastructure for various developing areas throughout the City. Some assessment districts, at the request of the developer, have variable rate bonds and are the responsibility of the developer to pay the debt service and all other related costs for those bonds. In addition, the bond indentures for the variable rate assessment district bonds require them to be secured by a Letter of Credit to ensure timely payment of the debt service.

Letters of Credit are issued for a limited period of time, typically three years. The current Letters of Credit for the following four assessment districts will expire in July 2017: Reassessment District (RAD) No. 85-7A (Spectrum 1, 3 and 4), Assessment Districts (AD) No. 94-13 (Oak Creek), No. 94-15 (Westpark II), and No. 97-16 (Northwest Irvine/Walnut Village). The developer has negotiated early extensions of these Letters of Credit to save on interest costs. Before the Letters of Credit can be extended, the City Council must approve amendments to existing legal and other financial documents. The City's financing team determined the proposed changes to the Letters of Credit will have no adverse impact to the City. The City has no financial obligation for the costs associated with the Letters of Credit.

### **COMMISSION/BOARD/COMMITTEE RECOMMENDATION**

Not applicable.

### **ANALYSIS**

The City of Irvine, at the request of the developer, the Irvine Company (TIC), has issued variable rate assessment district bonds to finance the construction of infrastructure in various developing areas of the City. For these districts (Attachments 1-4), the developer retains ownership of the land within the district and has requested the bonds remain as variable rate. The developer is responsible for paying all of the associated costs of the variable rate debt. The Letters of Credit securing these bonds are required to be maintained in accordance with the bond indentures. Letters of Credit reduce the credit risk to investors as they ensure bondholders that debt service payments will be made on time.

TIC and the City analyzed existing Letters of Credit to ensure the best possible pricing. To realize cost savings, TIC is requesting extensions to the Letters of Credit with the current providers for the four assessment districts listed in the table below.

**Table - Letters of Credit Extension**

<b>Assessment District</b>	<b>Outstanding Bonds</b>	<b>Letter of Credit Provider</b>	<b>Current Rate</b>	<b>Renewal Rate</b>
Spectrum 1,3 and 4	\$ 33,611,000	The Bank of Tokyo-Mitsubishi	0.925%	0.900%
Oak Creek	\$ 16,231,000	State Street Bank	0.925%	0.900%
Westpark II	\$ 2,976,000	State Street Bank	0.925%	0.900%
Northwest Irvine/Walnut Village	\$ 25,168,000	State Street Bank	0.925%	0.900%

The fees for the Letter of Credit are priced as a percentage of the outstanding bonds, with the price dependent upon market conditions at the time of issuance. The proposed pricing for these four assessment districts was negotiated to provide the most cost effective options available. The negotiated renewal rate of 0.9 percent or 90 basis points is lower than current rates (see table above) by 2.5 basis points, and will result in an estimated total savings of approximately \$82,000 over the life of the Letters of Credit. The fees and all related costs for the variable rate bonds are paid for by TIC or its affiliates.

State Street Bank has agreed to extend three Letters of Credit to cover the final maturity dates of the related variable rate bonds: AD No. 94-15 (Westpark II) on September 2, 2020, ADs No. 94-13 (Oak Creek) and No. 97-16 (Northwest Irvine/Walnut Village) on September 2, 2022. The expiration date of RAD No. 85-7A (Spectrum 1, 3 and 4) Letter of Credit is May 24, 2020 with the final bond maturity date on September 2, 2032.

The City's financing team, consisting of staff, bond counsel, and financial advisors, has reviewed the proposed terms and found them to be reasonable. In order to complete these changes, the Reimbursement, Credit and Security Agreements, Letter Agreements, and the authorizing resolutions need to be approved (Attachments 5-8). The amendments to the documents are required to conform to specific terms that were agreed upon by TIC and the Letter of Credit providers. The City's financing team determined the proposed changes to the Letters of Credit will have no adverse impact to the City.

**ALTERNATIVES CONSIDERED**

Not approving the assessment districts Letter of Credit renewals would be a breach of the City's Protocol Agreements with TIC, adopted when the City issued the initial variable rate bonds. Adoption of the submitted resolutions will allow for the extension of the Letters of Credit in accordance with the bond indentures.

## **FINANCIAL IMPACT**

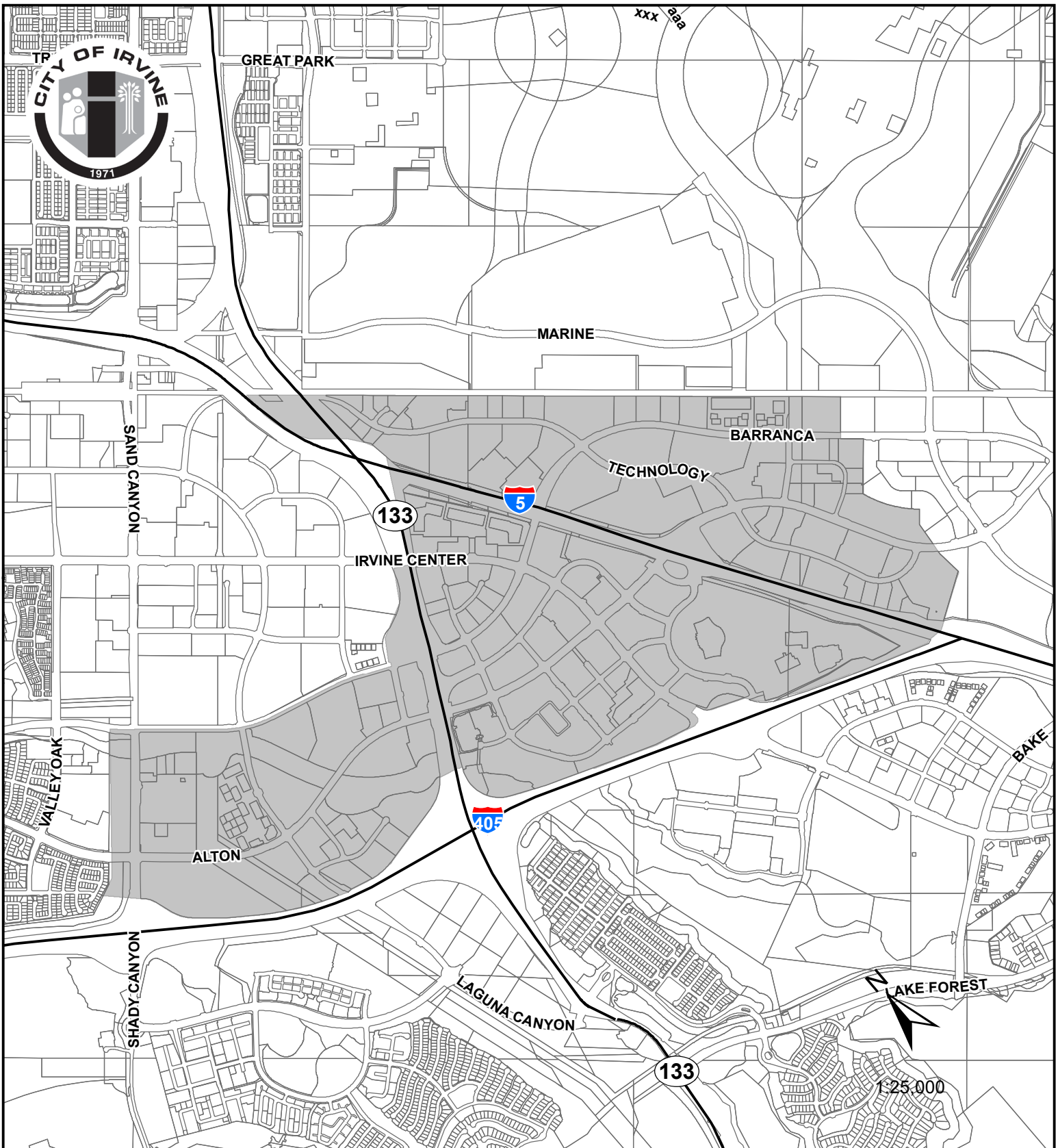
The City has no financial obligation for the costs associated with the Letters of Credit. The developer, as sole property owner, is responsible for the costs associated with the variable rate debt.

**REPORT PREPARED BY** Jennifer King, Finance Administrator

## **ATTACHMENTS**

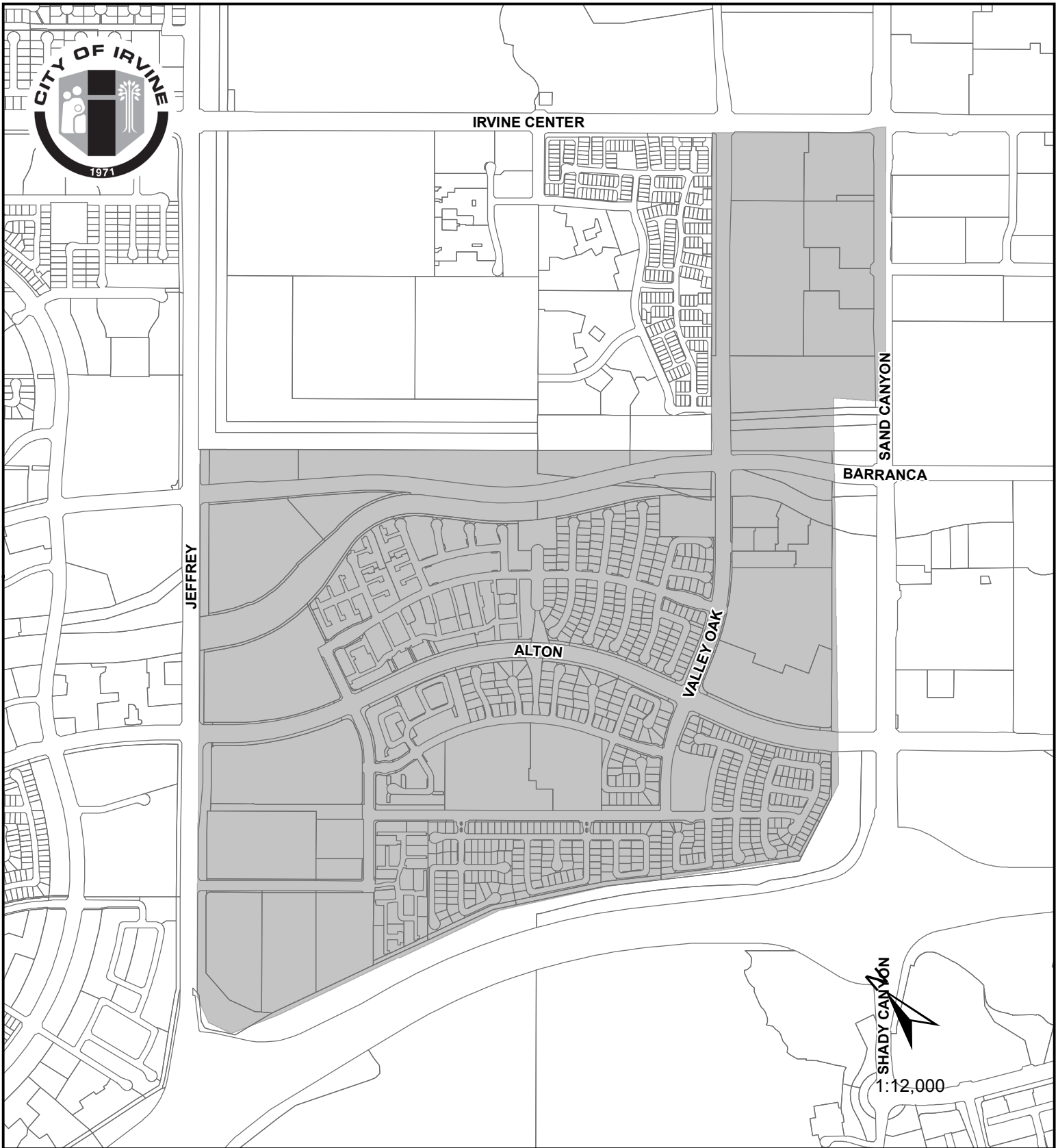
1. Reassessment District No. 85-7A (Spectrum 1, 3 and 4) Map
2. Assessment District No. 94-13 (Oak Creek) Map
3. Assessment District No. 94-15 (Westpark II) Map
4. Assessment District No. 97-16 (Northwest Irvine/Walnut Village) Map
5. Resolution Approving the Letter of Credit Extension for RAD No. 85-7A
6. Resolution Approving the Letter of Credit Extension for AD No. 94-13
7. Resolution Approving the Letter of Credit Extension for AD No. 94-15
8. Resolution Approving the Letter of Credit Extension for AD No. 97-16





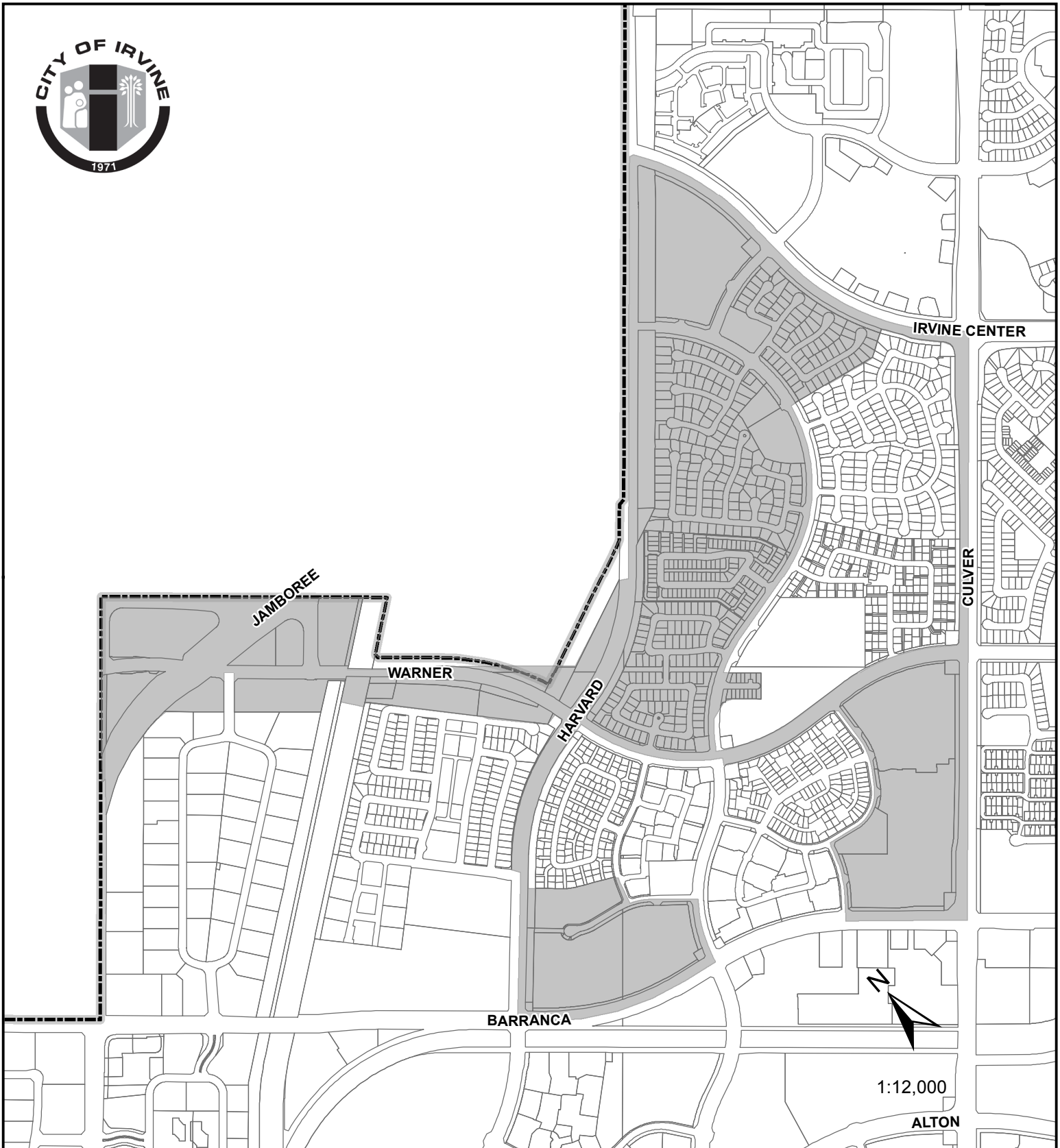
**REASSESSMENT DISTRICT 85-7A**  
**Irvine Spectrum 1, 3 & 4**

- RAD 85-7A
- City Boundary





**ASSESSMENT DISTRICT 94-13**  
**Oakcreek**

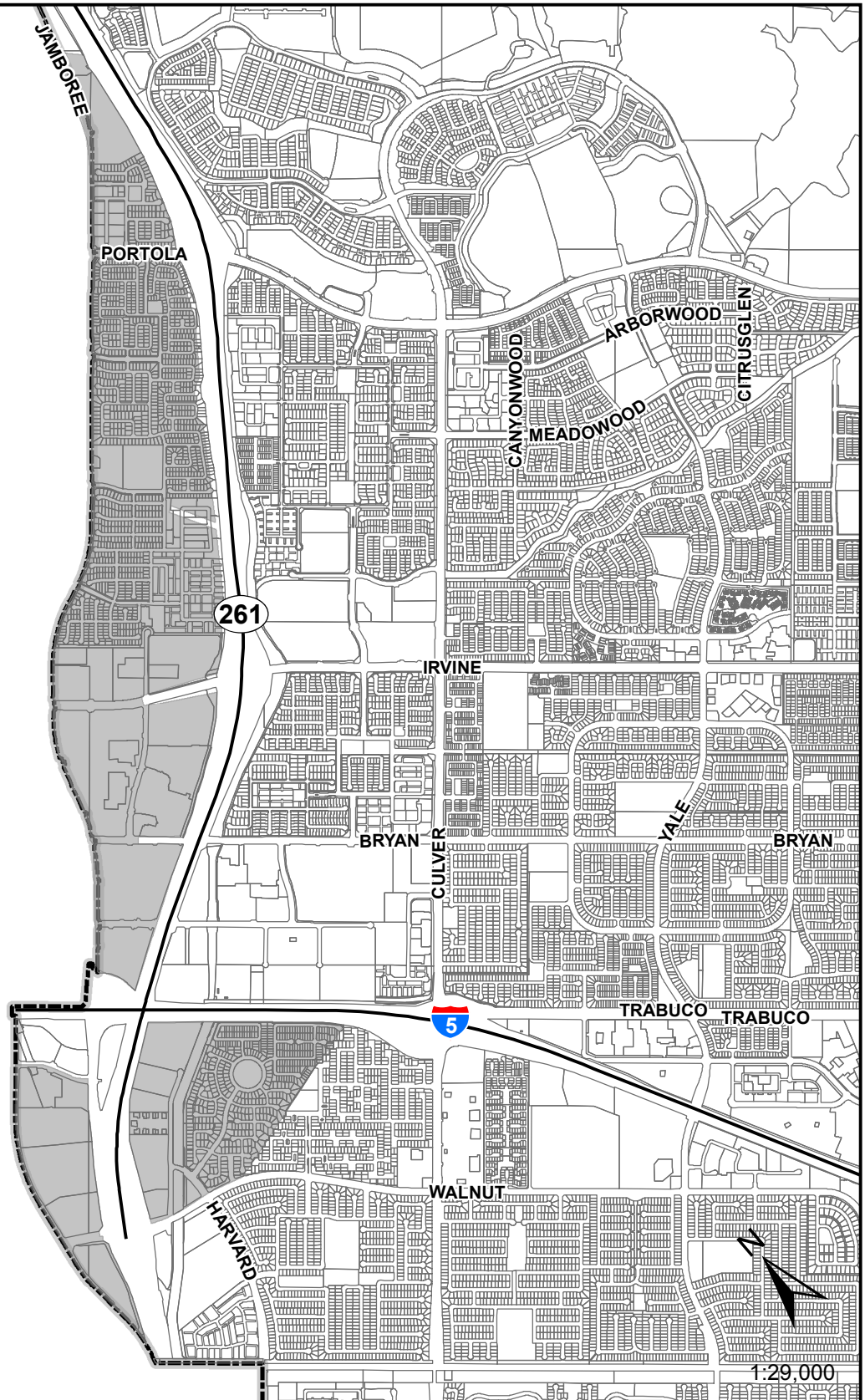
■ AD 94-13



# **ASSESSMENT DISTRICT 94-15**



## **Westpark II**

-  AD 94-15
-  City Boundary



# **ASSESSMENT DISTRICT 97-16**

## **Northwest Irvine/Walnut Village**

-  AD 97-16
-  City Boundary

CITY COUNCIL RESOLUTION NO. 17-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING THE EXTENSION OF THE STATED EXPIRATION DATE OF AN EXISTING LETTER OF CREDIT FOR THE REASSESSMENT DISTRICT NO. 85-7A LIMITED OBLIGATION IMPROVEMENT BONDS, ADJUSTABLE RATE SERIES A, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT NO. 1 TO AMENDED AND RESTATED REIMBURSEMENT, CREDIT AND SECURITY AGREEMENT, AND AN AMENDMENT NO. 1 TO AMENDED AND RESTATED LETTER AGREEMENT, AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS

WHEREAS, the City previously issued \$41,150,000 aggregate principal amount of its City of Irvine Reassessment District No. 85-7A Limited Obligation Improvement Bonds, Adjustable Rate Series (the "Bonds") currently outstanding in the aggregate principal amount of \$33,611,000, pursuant to an Indenture dated as of December 1, 2011 (as the same may be amended or supplemented from time to time, the "Indenture"), between the City and The Bank of New York Mellon Trust Company, N.A., as trustee (including any successor trustee under the Indenture, the "Trustee"). The proceeds from the Bonds were used (i) to refund the costs of design and construction of public improvements (the "Improvements") to facilitate development of and to serve the property within the Reassessment District described below, and (ii) to pay costs of the reassessment proceedings and costs of issuance of the Bonds. The Bonds are secured by unpaid assessments on parcels of land in the area duly designated by the City as Reassessment District No. 85-7A (the "Reassessment District"), other than parcels of land within the Reassessment District previously or hereafter designated by the City, pursuant to Section 7.01(e) of the Indenture, to be represented by a Set of Fixed Rate Bonds; and

WHEREAS, the existing Letter of Credit was originally issued by The Bank of Tokyo-Mitsubishi UFJ, Ltd., acting through its New York Branch (the "Bank") on December 7, 2011; and

WHEREAS, the current Stated Expiration Date of the Letter of Credit is July 9, 2017 and the City has requested the Bank to extend the Stated Expiration Date of the Letter of Credit. The Bank has agreed to extend the Stated Expiration Date of the Letter of Credit to May 24, 2020 pursuant to the Letter of Credit Amendment No. 2 ("Letter of Credit Amendment No. 2") subject to amendment of the Original Reimbursement Agreement as reflected in this Amendment No. 1 and amendment of the Letter Agreement as reflected in the Amendment No. 1 to Amended and Restated Letter Agreement dated May 24, 2017, by and between the City and the Bank (the "Letter Agreement Amendment No. 1"); and

WHEREAS, there has been prepared and submitted to this meeting forms of the Amendment No. 1 to Amended and Restated Reimbursement, Credit and Security Agreement, dated as of May 24, 2017 ("Amendment No. 1"), attached hereto as Exhibit A and Letter Agreement Amendment No. 1, attached hereto as Exhibit B; and

WHEREAS, the City desires to proceed to authorize the execution of such documents and the performance of such acts as may be necessary or desirable to extend the Letter of Credit.

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

SECTION 1. The Amendment No. 1 and the Letter Agreement Amendment No. 1, in substantially the forms attached hereto as Exhibits A and B and submitted to this meeting and made a part hereof as though set forth herein be and the same are hereby approved. The Mayor of the City, or any other member of the City Council, the City Manager, the Assistant City Manager, the Director of Financial Services, the Manager of Fiscal Services, or such other officer of the City as the City Manager may designate (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 Amendment No. 1 and the Letter Agreement Amendment No. 1 in the forms 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 Amendment No. 1 and the Letter Agreement Amendment No. 1 by such Authorized Officer.

SECTION 2. The extension of the Stated Expiration Date of the Letter of Credit is hereby approved and the officers and employees of the City are hereby authorized and directed, for and in the name and on behalf of the City, to take such actions and to execute and deliver such documents, instruments, notices, certificates and representations as are necessary or appropriate to effect such extension.

SECTION 3. The officers and employees of the City are hereby authorized and directed to do and cause to be done any and all acts and things necessary or proper in order to consummate the transactions herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of this resolution.

SECTION 4. All actions heretofore taken by the officers and employees of the City with respect to the transactions herein authorized are hereby approved, confirmed and ratified.

SECTION 5. This resolution shall take effect immediately upon its adoption.

SECTION 6. 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 25<sup>th</sup> day of April, 2017.

\_\_\_\_\_  
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 25<sup>th</sup> day of April, 2017.

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

\_\_\_\_\_  
CITY CLERK OF THE CITY OF IRVINE

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AMENDMENT NO. 1 TO AMENDED AND RESTATED  
REIMBURSEMENT, CREDIT AND SECURITY AGREEMENT

Dated as of May 24, 2017

Between

CITY OF IRVINE

and

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.,  
acting through its New York Branch

RELATING TO  
CITY OF IRVINE  
REASSESSMENT DISTRICT NO. 85-7A  
LIMITED OBLIGATION IMPROVEMENT BONDS,  
ADJUSTABLE RATE SERIES A

Amending that certain Amended and Restated Reimbursement, Credit and Security Agreement, dated as of July 1, 2014, between the City of Irvine and The Bank of Tokyo-Mitsubishi UFJ, Ltd., acting through its New York Branch

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**AMENDMENT NO. 1 TO AMENDED AND RESTATED  
REIMBURSEMENT, CREDIT AND SECURITY AGREEMENT**

THIS AMENDMENT NO. 1 TO REIMBURSEMENT, CREDIT AND SECURITY AGREEMENT, dated as of May 24, 2017 (this “Amendment No. 1”), between the CITY OF IRVINE, a California charter law city and municipal corporation (the “City”) and THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., acting through its New York Branch (the “Bank”), amending that certain Amended and Restated Reimbursement, Credit and Security Agreement, dated as of July 1, 2014, between the City and the Bank (the “Original Reimbursement Agreement” and as amended by this Amendment No. 1 and as it may be further amended and supplemented from time to time, the “Reimbursement Agreement”).

**WITNESSETH**

A. The City previously issued \$41,150,000 aggregate principal amount of its City of Irvine Reassessment District No. 85-7A Limited Obligation Improvement Bonds, Adjustable Rate Series A (the “Bonds”) currently outstanding in the aggregate principal amount of \$33,611,000, pursuant to an Indenture dated as of December 1, 2011 (as the same may be amended or supplemented from time to time, the “Indenture”), between the City and The Bank of New York Mellon Trust Company, N.A., as trustee (including any successor trustee under the Indenture, the “Trustee”). The proceeds from the Bonds were used (i) to refund the costs of design and construction of public improvements (the “Improvements”) to facilitate development of and to serve the property within the Reassessment District described below, and (ii) to pay costs of the reassessment proceedings and costs of issuance of the Bonds. The Bonds are secured by unpaid assessments on parcels of land in the area duly designated by the City as Reassessment District No. 85-7A (the “Reassessment District”), other than parcels of land within the Reassessment District previously or hereafter designated by the City, pursuant to Section 7.01(e) of the Indenture, to be represented by a Set of Fixed Rate Bonds.

B. The current Stated Expiration Date of the Letter of Credit is July 9, 2017 and the City has requested the Bank to extend the Stated Expiration Date of the Letter of Credit. The Bank has agreed to extend the Stated Expiration Date of the Letter of Credit to May 24, 2020 pursuant to the Letter of Credit Amendment No. 2 (as more particularly defined herein) subject to amendment of the Original Reimbursement Agreement as reflected in this Amendment No. 1 and amendment of the Letter Agreement as reflected in the Amendment No. 1 to Amended and Restated Letter Agreement dated May 24, 2017, by and between the City and the Bank (the “Letter Agreement Amendment No. 1”).

**NOW, THEREFORE**, in consideration of the foregoing and the undertakings herein set forth and intending to be legally bound, and in order to induce the Bank to issue the Letter of Credit Amendment No. 2 on the Extension Effective Date (as more particularly defined herein), the City and the Bank hereby agree as follows:

**SECTION 1. AUTHORITY AND DEFINITIONS**

(a) This Amendment No. 1 is entered into pursuant to Section 8.06 of the Original Reimbursement Agreement.

(b) This Amendment No. 1 amends the Original Reimbursement Agreement.

(c) Capitalized terms used herein without definition shall have the meanings set forth in the Original Reimbursement Agreement.

(d) Subject to the satisfaction of the conditions precedent set forth in Section 3 hereof, this Amendment No. 1 shall become effective, and a letter of credit amendment substantially in the form of Exhibit A attached hereto (the “Letter of Credit Amendment No. 2”) shall be delivered to the Trustee by the Bank, upon the execution and delivery hereof and of the Letter Agreement Amendment No. 1, by the City and the Bank on May 24, 2017 (the “Extension Effective Date”).

(e) The provisions of this Amendment No. 1 shall supersede and prevail over any conflicting provisions of the Original Reimbursement Agreement. If there is any conflict between the terms, conditions, and provisions of this Amendment No. 1 and those of any of the other Bond Documents, the terms, conditions and provisions of this Amendment No. 1, as applicable, shall prevail. Save and except as expressly amended hereby, all of the terms and provisions of the Original Reimbursement Agreement continue in full force and effect and are applicable to the provisions of this Amendment No. 1 and the obligations of the parties hereunder. Reference to this specific Amendment No. 1 need not be made in any note, document, agreement, letter, certificate, the Reimbursement Agreement or any communication issued or made subsequent to, or with respect to, the Reimbursement Agreement, it being hereby agreed that any reference to the Reimbursement Agreement shall be sufficient to refer to the Original Reimbursement Agreement as hereby amended. The parties hereto expressly agree that this Amendment No. 1 shall constitute a modification of the Original Reimbursement Agreement and does not constitute a novation or substitution with respect to the Original Reimbursement Agreement.

**SECTION 2. AMENDMENT OF THE ORIGINAL REIMBURSEMENT AGREEMENT**

(a) Section 1.01 of the Original Reimbursement Agreement is hereby amended by adding the following definitions in alphabetical order:

“Anti-Corruption Laws” means all laws, rules, and regulations of any jurisdiction applicable to the City from time to time concerning or relating to bribery or corruption.

“OFAC” means the U.S. Department of the Treasury’s Office of Foreign Assets Control, and any successor thereto.

“PATRIOT Act” means the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), as amended from time to time, and any successor statute.

“Sanctioned Country” means, at any time, any country or territory which is itself the subject or target of any comprehensive Sanctions.

“Sanctioned Person” means, at any time, (a) any Person or group listed in any Sanctions-related list of designated Persons maintained by OFAC or the U.S. Department of State, the United Nations Security Council, the European Union or any EU member state, (b) any Person or group operating, organized or resident in a Sanctioned Country, (c) any agency, political subdivision or instrumentality of the government of a Sanctioned Country, or (d) any Person 50% or more owned, directly or indirectly, by any of the above.

“Sanctions” means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by OFAC or the U.S. Department of State or (b) the United Nations Security Council, the European Union or Her Majesty’s Treasury of the United Kingdom.

(b) Section 2.02(f) of the Original Reimbursement Agreement is hereby deleted in its entirety and the following substituted therefor:

(f) Increased Costs. If, on or after the date of this Agreement, the adoption of any law or any governmental or quasi-governmental rule, regulation, policy, guideline or directive (whether or not having the force of law), or any change in the interpretation, promulgation, implementation or administration thereof by any governmental or quasi-governmental authority, central bank or comparable agency charged with the interpretation or administration thereof, including, notwithstanding the foregoing, all requests, rules, rulings, guidelines or directives in connection with the Dodd-Frank Wall Street Reform and Consumer Protection Act regardless of the date enacted, adopted or issued, or compliance by the Bank or any Participating Bank with any request or directive (whether or not having the force of law) of any such authority, central bank or comparable agency: (i) subjects the Bank or any Participating Bank to any Taxes, or changes the basis of taxation of payments (other than with respect to Excluded Taxes) to the Bank or any Participating Bank in respect of the Letter of Credit or participations therein, or (ii) imposes or increases or deems applicable any reserve, liquidity ratio,

assessment, insurance charge, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, the Bank or any Participating Bank (other than reserves and assessments taken into account in determining the applicable interest rate), or (iii) imposes any other condition the result of which is to increase the cost to the Bank or any Participating Bank of making, funding or maintaining any amount advanced under the Letter of Credit, or of issuing or participating in the Letter of Credit, or reduces any amount receivable by the Bank or any Participating Bank in connection with the Letter of Credit or participations therein, or requires the Bank or any Participating Bank to make any payment calculated by reference to the amount of the Letter of Credit or participations therein held or interest or Letter of Credit Fees received by it, by an amount deemed material by the Bank or such Participating Bank, as the case may be, and the result of any of the foregoing is to increase the cost to the Bank or such Participating Bank, as the case may be, of making or maintaining any amount advanced under the Letter of Credit or of issuing or participating in the Letter of Credit or to reduce the return received by the Bank or such Participating Bank, as the case may be, in connection with the Letter of Credit or participations therein, then, within 15 days of demand by the Bank or any Participating Bank, as the case may be, the City shall pay the Bank or such Participating Bank, as the case may be, such additional amount or amounts as will compensate the Bank or such Participating Bank, as the case may be, for such increased cost or reduction in amount received.

If the Bank or any Participating Bank determines the amount of capital or liquidity required or expected to be maintained by the Bank or such Participating Bank, or any corporation controlling the Bank or such Participating Bank, is increased as a result of a Change, then, within 15 days of demand by the Bank or such Participating Bank, the City shall pay the Bank or such Participating Bank the amount necessary to compensate for any shortfall in the rate of return on the portion of such increased capital or liquidity which the Bank or such Participating Bank determines is attributable to this Agreement or the Letter of Credit or participation therein, as the case may be, hereunder (after taking into account the Bank's or such Participating Bank's policies as to capital adequacy or liquidity). "Change" means (x) any change after the date of this Agreement in any Risk-Based Capital Guidelines or (y) any adoption of or change in any other law, governmental or quasi-governmental rule, regulation, policy, guideline, interpretation, or directive (whether or not having the force of law) or in the interpretation, promulgation, implementation or administration thereof after the

date of this Agreement which affects the amount of capital or liquidity required or expected to be maintained by the Bank or any Participating Bank or any corporation controlling the Bank or any Participating Bank. Notwithstanding the foregoing, for purposes of this Agreement, all requests, rules, rulings, guidelines or directives in connection with the Dodd-Frank Wall Street Reform and Consumer Protection Act shall be deemed to be a Change regardless of the date enacted, adopted or issued and all requests, rules, rulings, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Regulations and Supervisory Practices (or any successor or similar authority) or the United States financial regulatory authorities shall be deemed to be a Change regardless of the date adopted, issued, promulgated or implemented. “Risk-Based Capital Guidelines” means (i) the risk-based capital guidelines in effect in the United States on the date of this Agreement, including transition rules, and (ii) the corresponding capital regulations promulgated by regulatory authorities outside the United States including transition rules, and any amendments to such regulations adopted prior to the date of this Agreement.

A certificate of the Bank or any Participating Bank claiming compensation under this Section 2.02(f) and setting forth the additional amount or amounts to be paid to it hereunder (accompanied by a statement specifying the reasons therefor) shall be conclusive in the absence of manifest error.

(c) The first sentence of Section 3.03 of the Original Reimbursement Agreement is hereby deleted in its entirety and the following substituted therefor:

Upon the funding of each Purchase Drawing presented under the Letter of Credit, the Bank shall be deemed to have advanced such funds to the City and the City shall be deemed to have caused such proceeds of such Purchase Drawing to be used by the Trustee to pay the purchase price of the Unremarketed Tendered Bonds in respect of which such Purchase Drawing is made, and such Bonds shall thereupon be “Bank Bonds” owned by the Bank evidencing and securing the obligations of the City under Section 2.02(a)(2) and (3) and Section 2.02(b) to reimburse the Bank, with interest, for the amount drawn under the Letter of Credit by such Purchase Drawing.

(d) The third sentence of Section 3.03 of the Original Reimbursement Agreement is hereby deleted in its entirety and the following substituted therefor:

In connection with any purchase by the Trustee of any Unremarketed Tendered Bonds with the proceeds of a Purchase

Drawing, the City shall cause the Remarketing Agent to have a CUSIP number assigned to any such Bank Bonds within one (1) Business Day of any such purchase (such CUSIP number to be distinct from the CUSIP number assigned to the Bonds).

(e) The first sentence of Section 3.04 of the Original Reimbursement Agreement is hereby deleted in its entirety and the following substituted therefor:

The Bank hereby authorizes the Remarketing Agent to remarket Bank Bonds on behalf of the Bank pursuant to Section 5.03(e) of the Indenture at a price equal to the principal amount of such Bank Bonds plus accrued interest; provided that the Remarketing Agent shall not remarket Bonds purchased at the direction of the Bank given as described in Section 7.02(b) hereof.

(f) Article V of the Original Reimbursement Agreement is hereby amended by adding the following at the end thereof:

Section 5.12. Anti-Corruption Laws; Sanctions; Anti-Terrorism Laws.

(a) The performance by the City of this Agreement and all other Bond Documents did not, do not and will not violate any provision of any Anti-Corruption Laws or applicable Sanctions or the PATRIOT Act. None of the Letter of Credit, use of the proceeds of the Letter of Credit or other transactions contemplated hereby will violate Anti-Corruption Laws or applicable Sanctions.

(b) Neither the issuance of the Letter of Credit by the Bank nor the use of the proceeds thereof will violate the PATRIOT Act, the Trading with the Enemy Act, as amended, or any of the foreign assets control regulations of the United States Treasury Department (31 C.F.R., Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto or successor statute thereto.

(g) Article VI of the Original Reimbursement Agreement is hereby amended by adding the following at the end thereof:

[Section 6.25. Additional Covenants Regarding Remarketing Agent. The City shall at all times cause a Remarketing Agent acceptable to the Bank to be in place. The City shall at all times have in place a Remarketing Agreement that provides that (a) no resignation of the Remarketing Agent shall be effective until a successor remarketing agent has been appointed and accepted its appointment; (b) upon written notice by the Remarketing Agent of the termination of the Remarketing Agreement pursuant to the terms of the Remarketing Agreement, the City shall use its best efforts to appoint a successor Remarketing Agent willing to accept the responsibilities as Remarketing Agent in accordance with the Indenture; and (c) the Remarketing Agent shall use its best efforts to remarket the Adjustable Rate Bonds. If at any time the Remarketing Agent shall fail to perform its duties or shall fail to remarket the Adjustable Rate Bonds for a period of thirty (30) successive days, the City shall, at the direction of the Bank, appoint a successor remarketing agent acceptable to the Bank and in compliance with the Protocol Agreement.]

Section 6.26. Anti-Corruption Laws; Sanctions.

(a) The City shall not use, and the City shall ensure that the members of the City Council of the City and its officers, employees and agents shall not use, the proceeds of the Letter of Credit (i) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws or (ii) in any manner that would result in the violation of any applicable Sanctions.

(b) The City shall comply in all material respects with all Anti-Corruption Laws and applicable Sanctions applicable to this Agreement, the Letter of Credit or any of the Bond Documents, violations of which could have a material adverse effect on the rights of the Bank or the Trustee under this Agreement, the Letter of Credit or any of the Bond Documents or the City's ability to perform its obligations under this Agreement or any of the Bond Documents.

(c) The City shall provide such information and take such actions as are reasonably requested by the Bank in order to assist the Bank in maintaining compliance with the PATRIOT Act

to the extent applicable to this Agreement, the Letter of Credit or any of the Bond Documents.

(h) Section 7.01(d) of the Original Reimbursement Agreement is hereby deleted in its entirety and the following substituted therefor:

(d) Failure by the City to perform or comply with any of the terms or conditions contained in Section 6.01, 6.04, 6.07, 6.09, 6.10, 6.12, 6.14, 6.15, 6.16, 6.17, 6.23, 6.24, [6.25] or 6.26(a);

(i) Section 8.15 of the Original Reimbursement Agreement is hereby deleted in its entirety and the following substituted therefor:

Section 8.15. USA PATRIOT ACT NOTIFICATION.  
The following notification is provided to the City pursuant to Section 326 of the PATRIOT Act: The Bank hereby notifies the City that pursuant to the requirements of the PATRIOT Act, it is required to obtain, verify and record information that identifies the City, which information includes the name and address of the City and other information that will allow the Bank to identify the City in accordance with the PATRIOT Act, and the City hereby agrees to take any lawful action necessary to enable the Bank to comply with the requirements of the PATRIOT Act.

**SECTION 3. CONDITIONS PRECEDENT.** Each of the following are conditions precedent to the Bank's issuance of the Letter of Credit Amendment No. 2. The Bank shall have received each of the following in form and substance satisfactory to the Bank:

(a) Executed copies of this Amendment No. 1 and the Letter Agreement Amendment No. 1, and all documentation delivered in connection therewith, and certified copies of the other Bond Documents;

(b) Certified copies of all proceedings taken by the City authorizing the execution, delivery and performance of this Amendment No. 1, the Letter Agreement Amendment No. 1 and the other Bond Documents, and all documentation delivered in connection therewith;

(c) An incumbency and signature certificate of the City certifying the authority, incumbency and specimen signatures of the representatives of the City authorized to sign this Amendment No. 1 and the Letter Agreement Amendment No. 1 and all documentation delivered in connection therewith, and to represent the City in connection with the Letter of Credit Amendment No. 2, this Amendment No. 1 and the Letter Agreement Amendment No. 1, upon which the Bank may rely until they receive a new certificate, and a certificate of an Authorized Representative of the City as of the Extension Effective Date stating that (i) the representations and warranties contained in Article V of the Reimbursement Agreement are true and correct, (ii) no Default or Event of Default has occurred and is continuing, and (iii) covering



such other matters with respect to the Bond Documents and the Adjustable Rate Bonds as the Bank may reasonably request;

(d) A certificate of an authorized representative of TIC as of the Extension Effective Date as to such matters as the Bank may reasonably request;

(e) An opinion of the City Attorney to the City addressed to the Bank to the effect that (i) the City is a duly created and validly existing municipal corporation under the Constitution and laws of the State, constituting a charter law city of the State with all requisite power and authority to execute, deliver and perform its obligations under the Reimbursement Agreement, the Letter Agreement and the other Bond Documents, (ii) except as set forth in such opinion, the City has obtained from the governmental authorities, boards, agencies, courts, officers and commissions having jurisdiction over it all approvals, consents, authorizations, certifications, reviews and other orders that are necessary for the execution, delivery and performance by the City of the Reimbursement Agreement, the Letter Agreement and the other Bond Documents, (iii) the execution and delivery by the City of this Amendment No. 1, the Letter Agreement Amendment No. 1 and the other Bond Documents have been duly authorized by all requisite action of the City Council of the City and all conditions precedent to the execution and delivery by the City of this Amendment No. 1, the Letter Agreement Amendment No. 1 and the other Bond Documents have been fulfilled, (iv) this Amendment No. 1, the Letter Agreement Amendment No. 1 and the other Bond Documents have been duly executed and delivered by the City and constitute legal, valid and binding obligations of the City enforceable against the City in accordance with their terms, except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency or other laws affecting the rights of creditors generally and by the application of general principles of equity, (v) the execution, delivery and performance by the City of the Reimbursement Agreement, the Letter Agreement and the other Bond Documents did not or will not violate, conflict with or constitute a default under any law, rule, regulation, order or judgment applicable to the City, (vi) to the knowledge of such counsel, the City is not in any material way in breach of or in default under the Reimbursement Agreement, the Letter Agreement or the other Bond Documents, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute an event of default under any such instrument or contract, and (vii) there is no pending or, to the knowledge of such counsel, threatened action, suit, proceeding, inquiry or investigation before or by any court, governmental agency or arbitrator against or involving the City or the Reassessment District which, in any case, might materially adversely affect the validity or enforceability of the Reimbursement Agreement, the Letter Agreement or the other Bond Documents; and

(f) Such other documents, instruments, certificates, opinions, approvals and assurances pertaining to the issuance of the Letter of Credit Amendment No. 2 and the execution and delivery of this Amendment No. 1 and the Letter Agreement Amendment No. 1 and the other Bond Documents as the Bank or its counsel may reasonably request.

As an additional condition precedent to the Bank's issuance of the Letter of Credit Amendment No. 2, on the Extension Closing Date, (i) the representations and warranties set forth in Article V of the Reimbursement Agreement and in any and all documents delivered to the Bank in connection therewith shall be true and correct in all material respects, (ii) no Default

or Event of Default shall have occurred and be continuing, (iii) the Bank shall be satisfied that no material adverse change in the financial, operational, or legal condition of the City, the Reassessment District or TIC or the levy or collection of the Assessments or the Additional Assessments, shall have occurred and be continuing, and in connection therewith, the Bank acknowledges that the City has made no representation to the Bank as to the financial, operational, or legal condition of TIC, and (iv) all fees and expenses due and payable in accordance with the provisions of the Letter Agreement shall have been paid or the Bank shall be reasonably satisfied that payment thereof will be made promptly after demand therefor after the Extension Effective Date.

**SECTION 4. REPRESENTATIONS AND WARRANTIES.** The City hereby represents and warrants as of the Extension Effective Date as follows:

(a) the representations and warranties set forth in Article V of the Reimbursement Agreement and in any and all documents delivered to the Bank in connection herewith are true and correct in all material respects;

(b) no Default or Event of Default has occurred and is continuing or will occur upon the issuance of the Letter of Credit Amendment No. 2;

(c) no material adverse change in the financial, operational, or legal condition of the City or the Reassessment District or the levy or collection of the Assessments or the Additional Assessments, has occurred and is continuing;

(d) the City is in compliance with the terms and conditions of the Original Reimbursement Agreement and has performed or complied with all of its obligations, agreements and covenants to be performed or complied with pursuant to the Reimbursement Agreement on or prior to the Extension Effective Date;

(e) this Amendment No. 1 and the Letter Agreement Amendment No. 1 have been duly authorized, executed and delivered by the City; and

(f) all information, reports and other papers and data with respect to the City furnished to the Bank or its counsel by the City in connection with this Amendment No. 1 and the Letter Agreement Amendment No. 1, taken in the aggregate and as supplemented, replaced, substituted or modified by any subsequent information, reports, paper and data so furnished, are true and correct in all material respects and do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not misleading, and were provided in expectation of the Bank's reliance thereon in issuing the Letter of Credit Amendment No. 2.

**SECTION 5. COSTS AND EXPENSES.** The City agrees to pay on demand, whether or not the transactions contemplated by this Amendment No. 1, the Letter Agreement Amendment No. 1 and the Letter of Credit Amendment No. 2 are consummated, all costs and expenses paid or incurred by the Bank (including the reasonable fees and out-of-pocket expenses of counsel for the Bank) in connection with the preparation, review, execution and delivery of this Amendment No. 1, the Letter Agreement Amendment No. 1 and the Letter of Credit Amendment No. 2. The City hereby agrees that all costs and expenses incurred by the

Bank in connection with the transactions contemplated herein and the satisfaction of the foregoing conditions (whether or not this transaction closes), including, without limitation, attorneys' fees and disbursements, are included as obligations under the Original Reimbursement Agreement.

**SECTION 6. NO WAIVER.** The City acknowledges and agrees that, if and to the extent that the Bank has not heretofore required strict compliance with the performance by the City of the covenants, agreements and obligations of the City under the Reimbursement Agreement or the other Bond Documents, such action or inaction shall not constitute a waiver of, or otherwise affect in any manner, the Bank's rights and remedies under the Reimbursement Agreement or the other Bond Documents, as amended hereby, including the right to require performance of such covenants, agreements and obligations strictly in accordance with the terms and provisions thereof.

**SECTION 7. GOVERNING LAW.** This Amendment No. 1 shall be governed by, and construed in accordance with, the laws of the State.

**SECTION 8. COUNTERPARTS.** The execution and delivery hereof by the City and the Bank shall constitute a contract between them for the uses and purposes herein set forth, and this Amendment No. 1 may be executed in any number of counterparts, with each executed counterpart constituting an original and all counterparts together constituting one agreement.

**SECTION 9. SEVERABILITY.** If any provision hereof is found by a court of competent jurisdiction to be prohibited or unenforceable in any jurisdiction, it shall be ineffective as to such jurisdiction only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability shall not invalidate the balance of such provision as to such jurisdiction to the extent it is not prohibited or unenforceable, nor invalidate such provision in any other jurisdiction, nor invalidate the other provisions hereof, all of which shall be liberally construed in order to effect the provisions of this Amendment No. 1.

**SECTION 10. INTEGRATION.** This Amendment No. 1 is intended to be the final agreement between the parties hereto relating to the subject matter hereof and this Amendment No. 1 and any agreement, document or instrument attached hereto or referred to herein shall supersede all oral negotiations and prior writings with respect to the subject matter hereof. Taken together with the Original Reimbursement Agreement and the other instruments and documents delivered in compliance herewith, this Amendment No. 1 is a complete memorandum of the agreement of the City and the Bank. Waivers or modifications of any provision hereof must be in writing signed by the party to be charged with the effect thereof.

**SECTION 11. HEADINGS.** Section headings of this Amendment No. 1 are included herein for convenience of reference only and shall not constitute a part of this Amendment No. 1 for any other purpose.

[The remainder of this page intentionally left blank]

**IN WITNESS WHEREOF**, the City and the Bank have caused this Amendment No. 1 to Amended and Restated Reimbursement, Credit and Security Agreement to be duly executed and delivered as of the date first above written.

CITY OF IRVINE

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

THE BANK OF TOKYO-MITSUBISHI UFJ,  
LTD., acting through its New York Branch

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

Exhibit A

Form of Letter of Credit Amendment No. 2

ANNEX 10 TO  
THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH  
IRREVOCABLE LETTER OF CREDIT NO. S017049

To: The Bank of New York Mellon Trust Company, N.A., as Trustee  
400 South Hope Street, Suite 500  
Los Angeles, CA 90071  
Attention: Christopher Johnson

The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch  
Irrevocable Letter of Credit No. S017049

NOTICE OF EXTENSION OF STATED EXPIRATION DATE OF  
THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., NEW YORK BRANCH  
IRREVOCABLE LETTER OF CREDIT NO. S017049 (THE "LETTER OF CREDIT")  
SUPPORTING REASSESSMENT DISTRICT NO. 85-7A  
LIMITED OBLIGATION IMPROVEMENT BONDS,  
ADJUSTABLE RATE SERIES A (THE "BONDS")  
ISSUED BY CITY OF IRVINE (THE "CITY")

The undersigned, duly authorized officers of The Bank of Tokyo-Mitsubishi UFJ, Ltd., acting through its New York Branch (the "Bank"), hereby certify to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") under the Indenture dated as of December 1, 2011, between the Trustee and the City (as the same may be amended or supplemented from time to time, the "Indenture"), with reference to The Bank of Tokyo-Mitsubishi UFJ, Ltd., New York Branch Irrevocable Letter of Credit No. S017049 (the "Letter of Credit") issued by the Bank in favor of the Trustee in support of the Bonds, that:

1. We hereby notify you that, in accordance with the terms of the Letter of Credit and the Amended and Restated Reimbursement, Credit and Security Agreement, dated as of July 1, 2014, by and between the City and us, the Stated Expiration Date of the Letter of Credit has been extended to May 24, 2020.
2. This letter should be attached to the Letter of Credit and made a part thereof.
3. The undersigned officers of the Bank are duly authorized to execute and deliver this Certificate on behalf of the Bank.
4. If this Notice is initially presented by facsimile, the originals of this Certificate manually signed by two of its officers are being mailed to you concurrently by first class United States mail.

IN WITNESS WHEREOF, the Bank has executed and delivered this Notice as of the 24th day of May, 2017.

THE BANK OF TOKYO-MITSUBISHI UFJ,  
LTD., acting through its New York Branch

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

cc: City of Irvine

## AMENDMENT NO. 1 TO AMENDED AND RESTATED LETTER AGREEMENT

May 24, 2017

City of Irvine Reassessment District No. 85-7A  
Limited Obligation Improvement Bonds,  
Adjustable Rate Series A

Reference is hereby made to that certain Amended and Restated Reimbursement, Credit and Security Agreement, dated as of July 1, 2014, between the City of Irvine (the “City”) and The Bank of Tokyo-Mitsubishi UFJ, Ltd., acting through its New York Branch (the “Bank”), as amended by that certain Amendment No. 1 to Amended and Restated Reimbursement, Credit and Security Agreement, dated May 24, 2017, between the City and the Bank (as so amended and as it may be further amended or supplemented from time to time, the “Reimbursement Agreement”). This Amendment No. 1 to Amended and Restated Letter Agreement (this “Amendment No. 1”) amends that certain Amended and Restated Letter Agreement, dated July 10, 2014 (the “Amended and Restated Letter Agreement”), between the City and the Bank. Terms used herein without definition shall have the meanings assigned in the Reimbursement Agreement.

1. Authority and Definitions.

(a) This Amendment No. 1 is entered into in compliance with the provisions of the Amended and Restated Letter Agreement.

(b) This Amendment No. 1 amends the Amended and Restated Letter Agreement.

(c) Capitalized terms used herein without definition shall have the meanings set forth in the Amended and Restated Letter Agreement.

(d) This Amendment No. 1 shall become effective upon the execution and delivery hereof by the City and the Bank on May 24, 2017 (the “Extension Effective Date”).

(e) The provisions of this Amendment No. 1 shall supersede and prevail over any conflicting provisions of the Amended and Restated Letter Agreement. If there is any conflict between the terms, conditions and provisions of this Amendment No. 1 and those of any of the other Bond Documents, the terms, conditions and provisions of this Amendment No. 1, as applicable, shall prevail. Save and except as expressly amended hereby, all of the terms and provisions of the Amended and Restated Letter Agreement continue in full force and effect and are applicable to the provisions of this Amendment

No. 1 and the obligations of the parties hereunder. Reference to this specific Amendment No. 1 need not be made in any note, document, agreement, letter, certificate, the Letter Agreement or any communication issued or made subsequent to, or with respect to, the Letter Agreement, it being hereby agreed that any reference to the Letter Agreement shall be sufficient to refer to the Amended and Restated Letter Agreement as hereby amended. The parties hereto expressly agree that this Amendment No. 1 shall constitute a modification of the Amended and Restated Letter Agreement and does not constitute a novation or substitution with respect to the Amended and Restated Letter Agreement.

(f) The terms of the Amended and Restated Letter Agreement, as amended by this Amendment No. 1, are incorporated by reference into the Reimbursement Agreement as if fully set forth therein.

2. Amendment of the Amended and Restated Letter Agreement.

(a) Paragraph (a)(i) of the Amended and Restated Letter Agreement is hereby deleted in its entirety and the following substituted therefor:

(i) Commitment Fees. The Letter of Credit commitment fee for the period commencing with and including the Closing Date and ending on and including July 9, 2014 shall be as set forth in the Original Letter Agreement and shall be payable on October 1, 2014 for the period commencing with and including July 1, 2014 and ending on and including July 9, 2014. The Letter of Credit commitment fee for the period commencing with and including July 10, 2014 and ending on and including May 23, 2017 shall be as set forth in the Amended and Restated Letter Agreement, dated July 10, 2014, between the City and the Bank and shall be payable on July 1, 2017 for the period commencing with and including April 1, 2017 and ending on and including May 23, 2017. On July 1, 2017 for the period commencing with and including May 24, 2017 and ending on and including June 30, 2017, and quarterly in arrears on each January 1, April 1, July 1 and October 1 thereafter commencing October 1, 2017 prior to the date of termination of the Letter of Credit and on the date of termination of the Letter of Credit, the City shall pay to the Bank a Letter of Credit commitment fee computed at the rate of 90.0 basis points (0.90%) per annum on the average daily Letter of Credit Amount during the preceding quarterly period (or portion thereof in the case of a termination of the Letter of Credit on a day other than a January 1, April 1, July 1 or October 1), such Letter of Credit commitment fee paid hereunder deemed to be earned in full and non-refundable once paid; provided that, for purposes of computing such average daily Letter of Credit Amount, there shall be added to the Letter of Credit Amount for each day the aggregate amount of any Interest Drawings or Purchase Drawings theretofore honored by the Bank in respect of which the Bank may thereafter be required to reinstate the Letter of Credit pursuant to the terms thereof. Computations of Letter of Credit commitment fees under this Section shall be for the actual number of days in the applicable period, based on a 360 day year.



(b) Paragraph (f) of the Amended and Restated Letter Agreement is hereby deleted in its entirety and the following substituted therefor:

(f) Notices. All notices and other communications provided for under the Reimbursement Agreement to the Bank shall be in writing and sent by United States certified or registered mail, return receipt requested, or by telegraph, telex, facsimile or private delivery service, addressed as follows:

If to the Bank regarding credit matters:

The Bank of Tokyo-Mitsubishi UFJ, Ltd.,  
New York Branch  
1251 Avenue of the Americas  
New York, New York 10020-1104  
Attention: [\_\_\_\_\_] ]  
Telephone: (212) [\_\_\_\_]-[\_\_\_\_]  
Facsimile: (212) [\_\_\_\_]-[\_\_\_\_]

If to the Bank regarding operational matters:

The Bank of Tokyo-Mitsubishi UFJ, Ltd.,  
New York Branch  
1251 Avenue of the Americas  
New York, New York 10020-1104  
Attention: International Operations Department  
/Standby LC Section  
Telephone: (201) 413-8823/8160  
Facsimile: (201) 521-2312/2336

3. Miscellaneous.

(a) This Amendment No. 1 may be signed in any number of counterpart copies, but all such copies shall constitute one and the same instrument.

(b) This Amendment No. 1 and the Amended and Restated Letter Agreement shall be construed as one agreement between the City and the Bank and shall be governed by the provisions of the Amended and Restated Letter Agreement.

(c) Any provision of this Amendment No. 1 which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or nonauthorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

(d) This Amendment No. 1 shall be governed by, and construed in accordance with, the laws of the State of California.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the City and the Bank have caused this Amendment No. 1 to Letter Agreement to be duly executed and delivered as of the date first above written.

CITY OF IRVINE

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

THE BANK OF TOKYO-MITSUBISHI UFJ,  
LTD., acting through its New York Branch, as the  
Bank

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

CITY COUNCIL RESOLUTION NO. 17-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING THE EXTENSION OF THE STATED EXPIRATION DATE OF AN EXISTING LETTER OF CREDIT FOR THE ASSESSMENT DISTRICT NO. 94-13 LIMITED OBLIGATION IMPROVEMENT BONDS, ADJUSTABLE RATE SERIES, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT NO. 1 TO SECOND AMENDED AND RESTATED REIMBURSEMENT, CREDIT AND SECURITY AGREEMENT, AND AN AMENDMENT NO. 1 TO AMENDED AND RESTATED LETTER AGREEMENT, AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS

WHEREAS, the City previously issued \$61,600,000 aggregate principal amount of its City of Irvine Assessment District No. 94-13 (Oak Creek) Limited Obligation Improvement Bonds, Adjustable Rate Series (the "Bonds") currently outstanding in an aggregate principal amount of \$16,231,000, pursuant to an Indenture dated as of September 1, 1997 (as the same may be amended or supplemented from time to time, the "Indenture"), between the City and Texas Commerce Bank National Association, as trustee. The current trustee under the Indenture is The Bank of New York Mellon Trust Company, N.A. (including any successor trustee under the Indenture, the "Trustee"). The proceeds from the Bonds were used (i) to fund the costs of design and construction of public improvements (the "Improvements") to facilitate development of and to serve the property within the Assessment District described below, including streets, traffic signals, bridges, drainage facilities, sewer, reclaimed water, dry utility improvements and trails, (ii) to pay capitalized interest, costs of the assessment proceedings and costs of issuance of the Bonds, (iii) to fund an interest disbursement fund for the payment of interest of Bonds in the VIP Mode (as defined in the Indenture) and (iv) to refund approximately \$7,500,000 of the City's Assessment District No. 85-7 Improvement Bonds. The Bonds are secured by unpaid assessments on parcels of land in Assessment District No. 94 13 (Oak Creek) (the "Assessment District") duly designated by the City in connection with the issuance of the Bonds, other than parcels previously or hereafter designated by the City, pursuant to Section 7.01(e) of the Indenture, to be represented by Fixed Rate Bonds and Related Additional Bonds; and

WHEREAS, the existing Letter of Credit was originally issued by State Street Bank and Trust Company (the "Bank") on August 18, 2004; and

WHEREAS, the current Stated Expiration Date of the Letter of Credit is July 3, 2017 and the City has requested the Bank to extend the Stated Expiration Date of the Letter of Credit. The Bank has agreed to extend the Stated Expiration Date of the Letter of Credit to November 2, 2022 pursuant to the Letter of Credit Amendment No. 4 ("Letter

of Credit Amendment No. 4”) subject to amendment of the Second Amended and Restated Reimbursement, Credit and Security Agreement, dated as of July 1, 2014 (“Original Reimbursement Agreement”) as reflected in the Amendment No. 1 and amendment of the Amended and Restated Letter Agreement, dated July 3, 2014, as reflected in the Amendment No. 1 to Amended and Restated Letter Agreement dated May 10, 2017, by and between the City and the Bank (the “Letter Agreement Amendment No. 1”); and

WHEREAS, there has been prepared and submitted to this meeting forms of the Amendment No. 1 to Second Amended and Restated Reimbursement, Credit and Security Agreement, dated as of May 10, 2017 (“Amendment No. 1”), attached hereto as Exhibit A and Letter Agreement Amendment No. 1, attached hereto as Exhibit B; and

WHEREAS, the City desires to proceed to authorize the execution of such documents and the performance of such acts as may be necessary or desirable to extend the Letter of Credit.

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

SECTION 1. The Amendment No. 1 and the Letter Agreement Amendment No. 1, in substantially the forms attached hereto as Exhibits A and B and submitted to this meeting and made a part hereof as though set forth herein be and the same are hereby approved. The Mayor of the City, or any other member of the City Council, the City Manager, the Assistant City Manager, the Director of Financial Services, the Manager of Fiscal Services, or such other officer of the City as the City Manager may designate (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 Amendment No. 1 and the Letter Agreement Amendment No. 1 in the forms 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 Amendment No. 1 and the Letter Agreement Amendment No. 1 by such Authorized Officer.

SECTION 2. The extension of the Stated Expiration Date of the Letter of Credit is hereby approved and the officers and employees of the City are hereby authorized and directed, for and in the name and on behalf of the City, to take such actions and to execute and deliver such documents, instruments, notices, certificates and representations as are necessary or appropriate to effect such extension.

SECTION 3. The officers and employees of the City are hereby authorized and directed to do and cause to be done any and all acts and things necessary or proper in order to consummate the transactions herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of this resolution.

SECTION 4. All actions heretofore taken by the officers and employees of the City with respect to the transactions herein authorized are hereby approved, confirmed and ratified.

SECTION 5. This resolution shall take effect immediately upon its adoption.

SECTION 6. 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 25<sup>th</sup> day of April, 2017.

\_\_\_\_\_  
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 25<sup>th</sup> day of April, 2017.

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

\_\_\_\_\_  
CITY CLERK OF THE CITY OF IRVINE

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AMENDMENT NO. 1 TO SECOND AMENDED AND RESTATED  
REIMBURSEMENT, CREDIT AND SECURITY AGREEMENT

Dated as of May 10, 2017

Between

CITY OF IRVINE

and

STATE STREET BANK AND TRUST COMPANY

RELATING TO  
CITY OF IRVINE  
ASSESSMENT DISTRICT NO. 94-13 (OAK CREEK)  
LIMITED OBLIGATION IMPROVEMENT BONDS,  
ADJUSTABLE RATE SERIES

Amending that certain Second Amended and Restated Reimbursement, Credit and Security Agreement, dated as of July 1, 2014, between the City of Irvine and State Street Bank and Trust Company

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**AMENDMENT NO. 1 TO SECOND AMENDED AND RESTATED  
REIMBURSEMENT, CREDIT AND SECURITY AGREEMENT**

THIS AMENDMENT NO. 1 TO SECOND AMENDED AND RESTATED REIMBURSEMENT, CREDIT AND SECURITY AGREEMENT, dated as of May 10, 2017 (this "Amendment No. 1"), between the CITY OF IRVINE, a California charter law city and municipal corporation (the "City") and STATE STREET BANK AND TRUST COMPANY (the "Bank"), amending that certain Second Amended and Restated Reimbursement, Credit and Security Agreement, dated as of July 1, 2014, between the City and the Bank (the "Original Reimbursement Agreement" and as amended by this Amendment No. 1 and as it may be further amended and supplemented from time to time, the "Reimbursement Agreement").

**W I T N E S S E T H**

A. The City previously issued \$61,600,000 aggregate principal amount of its City of Irvine Assessment District No. 94-13 (Oak Creek) Limited Obligation Improvement Bonds, Adjustable Rate Series (the "Bonds") currently outstanding in an aggregate principal amount of \$16,231,000, pursuant to an Indenture dated as of September 1, 1997 (as the same may be amended or supplemented from time to time, the "Indenture"), between the City and Texas Commerce Bank National Association, as trustee. The current trustee under the Indenture is The Bank of New York Mellon Trust Company, N.A. (including any successor trustee under the Indenture, the "Trustee"). The proceeds from the Bonds were used (i) to fund the costs of design and construction of public improvements (the "Improvements") to facilitate development of and to serve the property within the Assessment District described below, including streets, traffic signals, bridges, drainage facilities, sewer, reclaimed water, dry utility improvements and trails, (ii) to pay capitalized interest, costs of the assessment proceedings and costs of issuance of the Bonds, (iii) to fund an interest disbursement fund for the payment of interest of Bonds in the VIP Mode (as defined in the Indenture) and (iv) to refund approximately \$7,500,000 of the City's Assessment District No. 85-7 Improvement Bonds. The Bonds are secured by unpaid assessments on parcels of land in Assessment District No. 94 13 (Oak Creek) (the "Assessment District") duly designated by the City in connection with the issuance of the Bonds, other than parcels previously or hereafter designated by the City, pursuant to Section 7.01(e) of the Indenture, to be represented by Fixed Rate Bonds and Related Additional Bonds.

B. The current Stated Expiration Date of the Letter of Credit is July 3, 2017 and the City has requested the Bank to extend the Stated Expiration Date of the Letter of Credit. The Bank has agreed to extend the Stated Expiration Date of the Letter of Credit to [November 2], 2022 pursuant to the Letter of Credit Amendment No. 4 (as more particularly defined herein) subject to amendment of the Original Reimbursement Agreement as reflected in this Amendment No. 1 and amendment of the Letter Agreement as reflected in the Amendment No. 1 to Amended and Restated Letter Agreement dated May 10, 2017, by and between the City and the Bank (the "Letter Agreement Amendment No. 1").

**NOW, THEREFORE**, in consideration of the foregoing and the undertakings herein set forth and intending to be legally bound, and in order to induce the Bank to issue the

Letter of Credit Amendment No. 4 on the Extension Effective Date (as more particularly defined herein), the City and the Bank hereby agree as follows:

**SECTION 1. AUTHORITY AND DEFINITIONS**

(a) This Amendment No. 1 is entered into pursuant to Section 8.06 of the Original Reimbursement Agreement.

(b) This Amendment No. 1 amends the Original Reimbursement Agreement.

(c) Capitalized terms used herein without definition shall have the meanings set forth in the Original Reimbursement Agreement.

(d) Subject to the satisfaction of the conditions precedent set forth in Section 3 hereof, this Amendment No. 1 shall become effective, and a letter of credit amendment substantially in the form of Exhibit A attached hereto (the "Letter of Credit Amendment No. 4") shall be delivered to the Trustee by the Bank, upon the execution and delivery hereof and of the Letter Agreement Amendment No. 1, by the City and the Bank on May 10, 2017 (the "Extension Effective Date").

(e) The provisions of this Amendment No. 1 shall supersede and prevail over any conflicting provisions of the Original Reimbursement Agreement. If there is any conflict between the terms, conditions, and provisions of this Amendment No. 1 and those of any of the other Bond Documents, the terms, conditions and provisions of this Amendment No. 1, as applicable, shall prevail. Save and except as expressly amended hereby, all of the terms and provisions of the Original Reimbursement Agreement continue in full force and effect and are applicable to the provisions of this Amendment No. 1 and the obligations of the parties hereunder. Reference to this specific Amendment No. 1 need not be made in any note, document, agreement, letter, certificate, the Reimbursement Agreement or any communication issued or made subsequent to, or with respect to, the Reimbursement Agreement, it being hereby agreed that any reference to the Reimbursement Agreement shall be sufficient to refer to the Original Reimbursement Agreement as hereby amended. The parties hereto expressly agree that this Amendment No. 1 shall constitute a modification of the Original Reimbursement Agreement and does not constitute a novation or substitution with respect to the Original Reimbursement Agreement.

**SECTION 2. AMENDMENT OF THE ORIGINAL REIMBURSEMENT AGREEMENT**

(a) Section 2.02(a)(3) of the Original Reimbursement Agreement is hereby deleted in its entirety and the following substituted therefor:

(3) a sum equal to each amount drawn against the Principal Component of the Letter of Credit Amount by a Purchase Drawing, on or before the first to occur of (i) the date on which the Adjustable Rate Bonds purchased with the proceeds of such Purchase Drawing are remarketed by the Remarketing Agent or (ii) the date on which the Adjustable Rate Bonds purchased with



the proceeds of such Purchase Drawing are redeemed or otherwise paid in full; provided that, if such sum has not become due and payable as aforesaid, or has not otherwise been paid in full, on or before the 60th day following the Business Day on which such drawing is honored, in light of the September 2, 2022 final maturity date of the Bonds, the outstanding balance of such sum shall be payable in full in consecutive monthly installments through mandatory sinking fund redemption installments pursuant to Section 4.03 of the Indenture over the remaining term of the Bonds, approximately equal in principal amount (as stipulated by the Bank) commencing on the first Business Day of the third (3rd) calendar month following the calendar month in which such drawing is honored and on the first Business Day of each calendar month thereafter, and, on the final first Business Day of the calendar month immediately preceding the September 2, 2022 final maturity date, the entire unpaid balance of such sum and all unpaid accrued interest thereon shall be due and payable in full through mandatory sinking fund redemption installments pursuant to Section 4.03 of the Indenture; and

(b) The first sentence of Section 3.03 of the Original Reimbursement Agreement is hereby deleted in its entirety and the following substituted therefor:

Upon the funding of each Purchase Drawing presented under the Letter of Credit, the Bank shall be deemed to have advanced such funds to the City and the City shall be deemed to have caused such proceeds of such Purchase Drawing to be used by the Trustee to pay the purchase price of the Unremarketed Tendered Bonds in respect of which such Purchase Drawing is made, and such Bonds shall thereupon be "Bank Bonds" owned by the Bank evidencing and securing the obligations of the City under Section 2.02(a)(2) and (3) and Section 2.02(b) to reimburse the Bank, with interest, for the amount drawn under the Letter of Credit by such Purchase Drawing.

(c) The third sentence of Section 3.03 of the Original Reimbursement Agreement is hereby deleted in its entirety and the following substituted therefor:

In connection with any purchase by the Trustee of any Unremarketed Tendered Bonds with the proceeds of a Purchase Drawing, the City shall cause the Remarketing Agent to have a CUSIP number assigned to any such Bank Bonds within one (1) Business Day of any such purchase (such CUSIP number to be distinct from the CUSIP number assigned to the Bonds).

(d) The first sentence of Section 3.04 of the Original Reimbursement Agreement is hereby deleted in its entirety and the following substituted therefor:

The Bank hereby authorizes the Remarketing Agent to remarket Bank Bonds on behalf of the Bank pursuant to Section 5.03(e) of the Indenture at a price equal to the principal amount of such Bank Bonds plus accrued interest; provided that the Remarketing Agent shall not remarket Bonds purchased at the direction of the Bank given as described in Section 7.02(b) hereof.

(e) Section 3.06 of the Original Reimbursement Agreement is hereby deleted in its entirety and the following substituted therefor:

Section 3.06. Term Repayment of Bank Bonds. If any Bank Bonds are purchased and held by the Bank more than 60 days, in light of the September 2, 2022 final maturity date of the Bonds, the outstanding principal of such Bank Bonds shall be payable in full through mandatory sinking fund redemption installments pursuant to Section 4.03 of the Indenture over the remaining term of the Bonds in monthly mandatory sinking fund redemption installments, approximately equal in principal amount, commencing on the first Business Day of the third (3rd) calendar month after the calendar month in which the Bank purchased such Bank Bonds, and on the first Business Day of each calendar month thereafter until the principal of such Bank Bonds has been paid in full, and on the final such monthly mandatory sinking fund redemption installment payment date immediately preceding the September 2, 2022 final maturity date of the Bonds, the entire outstanding principal balance of such Bank Bonds shall be due and payable in full; provided that (i) each mandatory sinking fund redemption installment of principal of the Bank Bonds shall be adjusted to an integral multiple of \$5,000, (ii) the final mandatory sinking fund redemption installment shall be in the principal amount of \$100,000 or an integral multiple of \$5,000 in excess of \$100,000, and (iii) such mandatory sinking fund redemption installments shall otherwise be scheduled in the Bank's discretion to provide approximately level aggregate monthly principal payments during the course of such remaining term of the Bonds.

**SECTION 3. CONDITIONS PRECEDENT.** Each of the following are conditions precedent to the Bank's issuance of the Letter of Credit Amendment No. 4. The Bank shall have received each of the following in form and substance satisfactory to the Bank:

(a) Executed copies of this Amendment No. 1 and the Letter Agreement Amendment No. 1, and all documentation delivered in connection therewith, and certified copies of the other Bond Documents;

(b) Certified copies of all proceedings taken by the City authorizing the execution, delivery and performance of this Amendment No. 1, the Letter Agreement Amendment No. 1 and the other Bond Documents, and all documentation delivered in connection therewith;

(c) An incumbency and signature certificate of the City certifying the authority, incumbency and specimen signatures of the representatives of the City authorized to sign this Amendment No. 1 and the Letter Agreement Amendment No. 1 and all documentation delivered in connection therewith, and to represent the City in connection with the Letter of Credit Amendment No. 4, this Amendment No. 1 and the Letter Agreement Amendment No. 1, upon which the Bank may rely until they receive a new certificate, and a certificate of an Authorized Representative of the City as of the Extension Effective Date stating that (i) the representations and warranties contained in Article V of the Reimbursement Agreement are true and correct, (ii) no Default or Event of Default has occurred and is continuing, and (iii) covering such other matters with respect to the Bond Documents and the Adjustable Rate Bonds as the Bank may reasonably request;

(d) An opinion of the City Attorney to the City addressed to the Bank to the effect that (i) the City is a duly created and validly existing municipal corporation under the Constitution and laws of the State, constituting a charter law city of the State with all requisite power and authority to execute, deliver and perform its obligations under the Reimbursement Agreement, the Letter Agreement and the other Bond Documents, (ii) except as set forth in such opinion, the City has obtained from the governmental authorities, boards, agencies, courts, officers and commissions having jurisdiction over it all approvals, consents, authorizations, certifications, reviews and other orders that are necessary for the execution, delivery and performance by the City of the Reimbursement Agreement, the Letter Agreement and the other Bond Documents, (iii) the execution and delivery by the City of this Amendment No. 1, the Letter Agreement Amendment No. 1 and the other Bond Documents have been duly authorized by all requisite action of the City Council of the City and all conditions precedent to the execution and delivery by the City of this Amendment No. 1, the Letter Agreement Amendment No. 1 and the other Bond Documents have been fulfilled, (iv) this Amendment No. 1, the Letter Agreement Amendment No. 1 and the other Bond Documents have been duly executed and delivered by the City and constitute legal, valid and binding obligations of the City enforceable against the City in accordance with their terms, except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency or other laws affecting the rights of creditors generally and by the application of general principles of equity, (v) the execution, delivery and performance by the City of the Reimbursement Agreement, the Letter Agreement and the other Bond Documents did not or will not violate, conflict with or constitute a default under any law, rule, regulation, order or judgment applicable to the City, (vi) to the knowledge of such counsel, the City is not in any material way in breach of or in default under the Reimbursement Agreement, the Letter Agreement or the other Bond Documents, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute an event of default under any such instrument or contract, and (vii) there is no pending or, to the knowledge of such counsel, threatened action, suit, proceeding, inquiry or investigation before or by any court, governmental agency or arbitrator against or involving the City or the Assessment District which, in any case, might materially adversely affect the validity

or enforceability of the Reimbursement Agreement, the Letter Agreement or the other Bond Documents; and

(e) Such other documents, instruments, certificates, opinions, approvals and assurances pertaining to the issuance of the Letter of Credit Amendment No. 4 and the execution and delivery of this Amendment No. 1 and the Letter Agreement Amendment No. 1 and the other Bond Documents as the Bank or its counsel may reasonably request.

As an additional condition precedent to the Bank's issuance of the Letter of Credit Amendment No. 4, on the Extension Closing Date, (i) the representations and warranties set forth in Article V of the Reimbursement Agreement and in any and all documents delivered to the Bank in connection therewith shall be true and correct in all material respects, (ii) no Default or Event of Default shall have occurred and be continuing, (iii) the Bank shall be satisfied that no material adverse change in the financial, operational, or legal condition of the City, the Assessment District or TIC or the levy or collection of the Assessments or the Additional Assessments, shall have occurred and be continuing, and in connection therewith, the Bank acknowledges that the City has made no representation to the Bank as to the financial, operational, or legal condition of TIC, and (iv) all fees and expenses due and payable in accordance with the provisions of the Letter Agreement shall have been paid or the Bank shall be reasonably satisfied that payment thereof will be made promptly after demand therefor after the Extension Effective Date.

**SECTION 4. REPRESENTATIONS AND WARRANTIES.** The City hereby represents and warrants as of the Extension Effective Date as follows:

(a) the representations and warranties set forth in Article V of the Reimbursement Agreement and in any and all documents delivered to the Bank in connection herewith are true and correct in all material respects;

(b) no Default or Event of Default has occurred and is continuing or will occur upon the issuance of the Letter of Credit Amendment No. 4;

(c) no material adverse change in the financial, operational, or legal condition of the City or the Assessment District or the levy or collection of the Assessments or the Additional Assessments, has occurred and is continuing;

(d) the City is in compliance with the terms and conditions of the Original Reimbursement Agreement and has performed or complied with all of its obligations, agreements and covenants to be performed or complied with pursuant to the Reimbursement Agreement on or prior to the Extension Effective Date;

(e) this Amendment No. 1 and the Letter Agreement Amendment No. 1 have been duly authorized, executed and delivered by the City; and

(f) all information, reports and other papers and data with respect to the City furnished to the Bank or its counsel by the City in connection with this Amendment No. 1 and the Letter Agreement Amendment No. 1, taken in the aggregate and as supplemented, replaced, substituted or modified by any subsequent information, reports, paper and data so furnished, are

true and correct in all material respects and do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not misleading, and were provided in expectation of the Bank's reliance thereon in issuing the Letter of Credit Amendment No. 4.

**SECTION 5. COSTS AND EXPENSES.** The City agrees to pay on demand, whether or not the transactions contemplated by this Amendment No. 1, the Letter Agreement Amendment No. 1 and the Letter of Credit Amendment No. 4 are consummated, all costs and expenses paid or incurred by the Bank (including the reasonable fees and out-of-pocket expenses of counsel for the Bank) in connection with the preparation, review, execution and delivery of this Amendment No. 1, the Letter Agreement Amendment No. 1 and the Letter of Credit Amendment No. 4. The City hereby agrees that all costs and expenses incurred by the Bank in connection with the transactions contemplated herein and the satisfaction of the foregoing conditions (whether or not this transaction closes), including, without limitation, attorneys' fees and disbursements, are included as obligations under the Original Reimbursement Agreement.

**SECTION 6. NO WAIVER.** The City acknowledges and agrees that, if and to the extent that the Bank has not heretofore required strict compliance with the performance by the City of the covenants, agreements and obligations of the City under the Reimbursement Agreement or the other Bond Documents, such action or inaction shall not constitute a waiver of, or otherwise affect in any manner, the Bank's rights and remedies under the Reimbursement Agreement or the other Bond Documents, as amended hereby, including the right to require performance of such covenants, agreements and obligations strictly in accordance with the terms and provisions thereof.

**SECTION 7. GOVERNING LAW.** This Amendment No. 1 shall be governed by, and construed in accordance with, the laws of the State.

**SECTION 8. COUNTERPARTS.** The execution and delivery hereof by the City and the Bank shall constitute a contract between them for the uses and purposes herein set forth, and this Amendment No. 1 may be executed in any number of counterparts, with each executed counterpart constituting an original and all counterparts together constituting one agreement.

**SECTION 9. SEVERABILITY.** If any provision hereof is found by a court of competent jurisdiction to be prohibited or unenforceable in any jurisdiction, it shall be ineffective as to such jurisdiction only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability shall not invalidate the balance of such provision as to such jurisdiction to the extent it is not prohibited or unenforceable, nor invalidate such provision in any other jurisdiction, nor invalidate the other provisions hereof, all of which shall be liberally construed in order to effect the provisions of this Amendment No. 1.

**SECTION 10. INTEGRATION.** This Amendment No. 1 is intended to be the final agreement between the parties hereto relating to the subject matter hereof and this Amendment No. 1 and any agreement, document or instrument attached hereto or referred to herein shall supersede all oral negotiations and prior writings with respect to the subject matter

hereof. Taken together with the Original Reimbursement Agreement and the other instruments and documents delivered in compliance herewith, this Amendment No.1 is a complete memorandum of the agreement of the City and the Bank. Waivers or modifications of any provision hereof must be in writing signed by the party to be charged with the effect thereof.

**SECTION 11. HEADINGS.** Section headings of this Amendment No. 1 are included herein for convenience of reference only and shall not constitute a part of this Amendment No. 1 for any other purpose.

[The remainder of this page intentionally left blank]

**IN WITNESS WHEREOF**, the City and the Bank have caused this Amendment No. 1 to Second Amended and Restated Reimbursement, Credit and Security Agreement to be duly executed and delivered as of the date first above written.

CITY OF IRVINE

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

STATE STREET BANK AND TRUST  
COMPANY

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

Exhibit A

Form of Letter of Credit Amendment No. 4

ANNEX 10  
to State Street Bank and Trust Company  
Irrevocable Letter of Credit No. ILC-1375/BSN

To: The Bank of New York Mellon Trust Company, N.A., as Trustee  
400 South Hope Street, Suite 500  
Los Angeles, CA 90071  
Attention: Christopher Johnson

Re: Letter of Credit No. ILC-1375/BSN

NOTICE OF EXTENSION OF STATED TERMINATION DATE OF  
STATE STREET BANK AND TRUST COMPANY (THE "BANK")  
IRREVOCABLE LETTER OF CREDIT NO. ILC-1375/BSN (THE "LETTER OF CREDIT")  
SUPPORTING ASSESSMENT DISTRICT NO. 94-13 (OAK CREEK)  
LIMITED OBLIGATION IMPROVEMENT BONDS  
(THE "BONDS") ISSUED BY CITY OF IRVINE (THE "CITY")

The undersigned, a duly authorized officer of State Street Bank and Trust Company (the "Bank"), hereby certifies to The Bank of New York Mellon Trust Company, N.A., as successor trustee (the "Trustee") under the Indenture dated as of September 1, 1997 between The Bank of New York Mellon Trust Company, N.A., as successor trustee and the City (as the same may be amended or supplemented from time to time, the "Indenture"), with reference to Irrevocable Letter of Credit No. ILC-1375/BSN (the "Letter of Credit") issued by the Bank in favor of the Trustee in support of the Bonds, that:

1. We hereby notify you that, in accordance with the terms of the Letter of Credit and the Second Amended and Restated Reimbursement, Credit and Security Agreement, dated as of July 1, 2014, by and between the City and us, the Stated Termination Date of the Letter of Credit has been extended to [November 2], 2022.
2. This letter should be attached to the Letter of Credit and made a part thereof.
3. The undersigned officer of the Bank is duly authorized to execute and deliver this Certificate on behalf of the Bank.
4. If this Notice is initially presented by facsimile, the originals of this Certificate on the Bank's letterhead manually signed by one of its officers are being mailed to you concurrently by first class United States mail or overnight courier mail.



5. The Bank hereby designates the following address for presentation of certificates under the Letter of Credit:

State Street Bank and Trust Company  
Loan Operations Department  
Attention: Standby Letter of Credit Unit  
Mailstop: CCB0901  
One Iron Street  
Boston, MA 02116  
Telephone: (617) 662-8588  
Facsimile: (617) 988-6674  
Reference: Irrevocable Letter of Credit No. ILC-1375/BSN

IN WITNESS WHEREOF, the Bank has executed and delivered this Notice as of the 10th day of May, 2017.

STATE STREET BANK AND TRUST  
COMPANY

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

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

cc: City of Irvine

## AMENDMENT NO. 1 TO AMENDED AND RESTATED LETTER AGREEMENT

May 10, 2017

City of Irvine Assessment District No. 94-13 (Oak Creek)  
Limited Obligation Improvement Bonds,  
Adjustable Rate Series

Reference is hereby made to that certain Second Amended and Restated Reimbursement, Credit and Security Agreement, dated as of July 1, 2014, between the City of Irvine (the "City") and State Street Bank and Trust Company (the "Bank"), as amended by that certain Amendment No. 1 to Second Amended and Restated Reimbursement, Credit and Security Agreement, dated May 10, 2017, between the City and the Bank (as so amended and as it may be further amended or supplemented from time to time, the "Reimbursement Agreement"). This Amendment No. 1 to Amended and Restated Letter Agreement (this "Amendment No. 1") amends that certain Amended and Restated Letter Agreement, dated July 3, 2014 (the "Amended and Restated Letter Agreement"), between the City and the Bank. Terms used herein without definition shall have the meanings assigned in the Reimbursement Agreement.

1. Authority and Definitions.

(a) This Amendment No. 1 is entered into in compliance with the provisions of the Amended and Restated Letter Agreement.

(b) This Amendment No. 1 amends the Amended and Restated Letter Agreement.

(c) Capitalized terms used herein without definition shall have the meanings set forth in the Amended and Restated Letter Agreement.

(d) This Amendment No. 1 shall become effective upon the execution and delivery hereof by the City and the Bank on May 10, 2017 (the "Extension Effective Date").

(e) The provisions of this Amendment No. 1 shall supersede and prevail over any conflicting provisions of the Amended and Restated Letter Agreement. If there is any conflict between the terms, conditions and provisions of this Amendment No. 1 and those of any of the other Bond Documents, the terms, conditions and provisions of this Amendment No. 1, as applicable, shall prevail. Save and except as expressly amended hereby, all of the terms and provisions of the Amended and Restated Letter Agreement continue in full force and effect and are applicable to the provisions of this Amendment No. 1 and the obligations of the parties hereunder. Reference to this specific Amendment

No. 1 need not be made in any note, document, agreement, letter, certificate, the Letter Agreement or any communication issued or made subsequent to, or with respect to, the Letter Agreement, it being hereby agreed that any reference to the Letter Agreement shall be sufficient to refer to the Amended and Restated Letter Agreement as hereby amended. The parties hereto expressly agree that this Amendment No. 1 shall constitute a modification of the Amended and Restated Letter Agreement and does not constitute a novation or substitution with respect to the Amended and Restated Letter Agreement.

(f) The terms of the Amended and Restated Letter Agreement, as amended by this Amendment No. 1, are incorporated by reference into the Reimbursement Agreement as if fully set forth therein.

2. Amendment of the Amended and Restated Letter Agreement.

(a) Paragraph (a)(i) of the Amended and Restated Letter Agreement is hereby deleted in its entirety and the following substituted therefor:

(i) Commitment Fees. The Letter of Credit commitment fee and the termination fee for the period commencing with and including the Closing Date and ending on and including July 2, 2014 shall be as set forth in the Original Letter Agreement and shall be payable on October 1, 2014 for the period commencing with and including July 1, 2014 and ending on and including July 2, 2014. The Letter of Credit commitment fee for the period commencing with and including July 3, 2014 and ending on and including May 9, 2017 shall be as set forth in the Amended and Restated Letter Agreement, dated July 3, 2014, between the City and the Bank, and shall be payable on July 1, 2017 for the period commencing with and including April 1, 2017 and ending on and including May 9, 2017. On July 1, 2017 for the period commencing with and including May 10, 2017 and ending on and including June 30, 2017, and quarterly in arrears on each January 1, April 1, July 1 and October 1 thereafter commencing October 1, 2017 prior to the date of termination of the Letter of Credit and on the date of termination of the Letter of Credit, the City shall pay to the Bank a Letter of Credit commitment fee computed at the rate of 90.0 basis points (0.90%) per annum on the average daily Letter of Credit Amount during the preceding quarterly period (or portion thereof in the case of a termination of the Letter of Credit on a day other than a January 1, April 1, July 1 or October 1), such Letter of Credit commitment fee paid hereunder deemed to be earned in full and non-refundable once paid; provided that, for purposes of computing such average daily Letter of Credit Amount, there shall be added to the Letter of Credit Amount for each day the aggregate amount of any Interest Drawings or Purchase Drawings theretofore honored by the Bank in respect of which the Bank may thereafter be required to reinstate the Letter of Credit pursuant to the terms thereof. Computations of Letter of Credit commitment fees under this Section shall be for the actual number of days in the applicable period, based on a 360 day year.

(b) The address for notices to the Bank regarding operational matters in paragraph (f) of the Original Letter Agreement is hereby deleted in its entirety and the following substituted therefor:

If to the Bank regarding operational matters: State Street Bank and Trust Company  
Loan Operations Department  
Attention: Standby Letter of Credit Unit  
Mailstop: CCB0901  
One Iron Street  
Boston, MA 02116  
Telephone: (617) 662-8588  
Facsimile: (617) 988-6674  
Reference: Irrevocable Letter of Credit  
No. ILC-1375/BSN

3. Miscellaneous.

(a) This Amendment No. 1 may be signed in any number of counterpart copies, but all such copies shall constitute one and the same instrument.

(b) This Amendment No. 1 and the Amended and Restated Letter Agreement shall be construed as one agreement between the City and the Bank and shall be governed by the provisions of the Amended and Restated Letter Agreement.

(c) Any provision of this Amendment No. 1 which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or nonauthorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

(d) This Amendment No. 1 shall be governed by, and construed in accordance with, the laws of the State of California.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the City and the Bank have caused this Amendment No. 1 to Amended and Restated Letter Agreement to be duly executed and delivered as of the date first above written.

CITY OF IRVINE

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

STATE STREET BANK AND TRUST  
COMPANY, as the Bank

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

## CITY COUNCIL RESOLUTION NO. 17-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING THE EXTENSION OF THE STATED EXPIRATION DATE OF AN EXISTING LETTER OF CREDIT FOR THE ASSESSMENT DISTRICT NO. 94-15 LIMITED OBLIGATION IMPROVEMENT BONDS, ADJUSTABLE RATE SERIES, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT NO. 1 TO SECOND AMENDED AND RESTATED REIMBURSEMENT, CREDIT AND SECURITY AGREEMENT, AND AN AMENDMENT NO. 1 TO AMENDED AND RESTATED LETTER AGREEMENT, AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS

WHEREAS, the City previously issued \$32,700,000 aggregate principal amount of its City of Irvine Assessment District No. 94-15 Limited Obligation Improvement Bonds (the "Bonds") currently outstanding in an aggregate principal amount of \$2,976,000, pursuant to a Trust Indenture dated as of August 1, 1994 (as the same may be amended or supplemented from time to time, the "Indenture"), between the City and Texas Commerce Bank National Association, as trustee. The current trustee under the Indenture is The Bank of New York Mellon Trust Company, N.A. (including any successor trustee under the Indenture, the "Trustee"). The proceeds from the Bonds were used (i) to fund the costs of design and construction of public improvements (the "Improvements") to facilitate development of and to serve the property within the Assessment District described below, including streets, traffic signals, bridges, drainage facilities, sewer, reclaimed water, dry utility improvements and trails, (ii) to pay capitalized interest, costs of the assessment proceedings and costs of issuance of the Bonds, (iii) to fund an interest disbursement fund for the payment of interest of Bonds in the Unit Pricing Mode (as defined in the Indenture), (iv) to fund a reserve fund for the payment of interest of Bonds and (v) to refund approximately \$9,505,000 of the City's Assessment District No. 89-9 Improvement Bonds. The Bonds are secured by unpaid assessments on parcels of land in Assessment District No. 94-15 (the "Assessment District") duly designated by the City in connection with the issuance of the Bonds, other than parcels previously or hereafter designated by the City, pursuant to Section 2.04(e) of the Indenture, to be represented by Fixed Interest Rate Bonds; and

WHEREAS, the existing Letter of Credit was originally issued by State Street Bank and Trust Company (the "Bank") on May 1, 2003; and

WHEREAS, the current Stated Expiration Date of the Letter of Credit is July 3, 2017 and the City has requested the Bank to extend the Stated Expiration Date of the Letter of Credit. The Bank has agreed to extend the Stated Expiration Date of the Letter of Credit to November 2, 2020 pursuant to the Letter of Credit Amendment No. 5 ("Letter

of Credit Amendment No. 5”) subject to amendment of the Second Amended and Restated Reimbursement, Credit and Security Agreement, dated as of July 1, 2014 (“Original Reimbursement Agreement”) as reflected in the Amendment No. 1 and amendment of the Amended and Restated Letter Agreement, dated July 3, 2014, as reflected in the Amendment No. 1 to Amended and Restated Letter Agreement dated May 10, 2017, by and between the City and the Bank (the “Letter Agreement Amendment No. 1”); and

WHEREAS, there has been prepared and submitted to this meeting forms of the Amendment No. 1 to Second Amended and Restated Reimbursement, Credit and Security Agreement, dated as of May 10, 2017 (“Amendment No. 1”), attached hereto as Exhibit A and Letter Agreement Amendment No. 1, attached hereto as Exhibit B; and

WHEREAS, the City desires to proceed to authorize the execution of such documents and the performance of such acts as may be necessary or desirable to extend the Letter of Credit.

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

SECTION 1. The Amendment No. 1 and the Letter Agreement Amendment No. 1, in substantially the forms attached hereto as Exhibits A and B and submitted to this meeting and made a part hereof as though set forth herein be and the same are hereby approved. The Mayor of the City, or any other member of the City Council, the City Manager, the Assistant City Manager, the Director of Financial Services, the Manager of Fiscal Services, or such other officer of the City as the City Manager may designate (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 Amendment No. 1 and the Letter Agreement Amendment No. 1 in the forms 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 Amendment No. 1 and the Letter Agreement Amendment No. 1 by such Authorized Officer.

SECTION 2. The extension of the Stated Expiration Date of the Letter of Credit is hereby approved and the officers and employees of the City are hereby authorized and directed, for and in the name and on behalf of the City, to take such actions and to execute and deliver such documents, instruments, notices, certificates and representations as are necessary or appropriate to effect such extension.

SECTION 3. The officers and employees of the City are hereby authorized and directed to do and cause to be done any and all acts and things necessary or proper in order to consummate the transactions herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of this resolution.

SECTION 4. All actions heretofore taken by the officers and employees of the City with respect to the transactions herein authorized are hereby approved, confirmed and ratified.

SECTION 5. This resolution shall take effect immediately upon its adoption.

SECTION 6. 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 25<sup>th</sup> day of April, 2017.

\_\_\_\_\_  
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 25<sup>th</sup> day of April, 2017.

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

\_\_\_\_\_  
CITY CLERK OF THE CITY OF IRVINE



---

AMENDMENT NO. 1 TO SECOND AMENDED AND RESTATED  
REIMBURSEMENT, CREDIT AND SECURITY AGREEMENT

Dated as of May 10, 2017

Between

CITY OF IRVINE

and

STATE STREET BANK AND TRUST COMPANY

RELATING TO  
CITY OF IRVINE  
ASSESSMENT DISTRICT NO. 94-15  
LIMITED OBLIGATION IMPROVEMENT BONDS

Amending that certain Second Amended and Restated Reimbursement, Credit and Security Agreement, dated as of July 1, 2014, between the City of Irvine and State Street Bank and Trust Company

---

**AMENDMENT NO. 1 TO SECOND AMENDED AND RESTATED  
REIMBURSEMENT, CREDIT AND SECURITY AGREEMENT**

THIS AMENDMENT NO. 1 TO SECOND AMENDED AND RESTATED REIMBURSEMENT, CREDIT AND SECURITY AGREEMENT, dated as of May 10, 2017 (this "Amendment No. 1"), between the CITY OF IRVINE, a California charter law city and municipal corporation (the "City") and STATE STREET BANK AND TRUST COMPANY (the "Bank"), amending that certain Second Amended and Restated Reimbursement, Credit and Security Agreement, dated as of July 1, 2014, between the City and the Bank (the "Original Reimbursement Agreement" and as amended by this Amendment No. 1 and as it may be further amended and supplemented from time to time, the "Reimbursement Agreement").

**W I T N E S S E T H**

A. The City previously issued \$32,700,000 aggregate principal amount of its City of Irvine Assessment District No. 94-15 Limited Obligation Improvement Bonds (the "Bonds") currently outstanding in an aggregate principal amount of \$2,976,000, pursuant to a Trust Indenture dated as of August 1, 1994 (as the same may be amended or supplemented from time to time, the "Indenture"), between the City and Texas Commerce Bank National Association, as trustee. The current trustee under the Indenture is The Bank of New York Mellon Trust Company, N.A. (including any successor trustee under the Indenture, the "Trustee"). The proceeds from the Bonds were used (i) to fund the costs of design and construction of public improvements (the "Improvements") to facilitate development of and to serve the property within the Assessment District described below, including streets, traffic signals, bridges, drainage facilities, sewer, reclaimed water, dry utility improvements and trails, (ii) to pay capitalized interest, costs of the assessment proceedings and costs of issuance of the Bonds, (iii) to fund an interest disbursement fund for the payment of interest of Bonds in the Unit Pricing Mode (as defined in the Indenture), (iv) to fund a reserve fund for the payment of interest of Bonds and (v) to refund approximately \$9,505,000 of the City's Assessment District No. 89-9 Improvement Bonds. The Bonds are secured by unpaid assessments on parcels of land in Assessment District No. 94-15 (the "Assessment District") duly designated by the City in connection with the issuance of the Bonds, other than parcels previously or hereafter designated by the City, pursuant to Section 2.04(e) of the Indenture, to be represented by Fixed Interest Rate Bonds.

B. The current Stated Expiration Date of the Letter of Credit is July 3, 2017 and the City has requested the Bank to extend the Stated Expiration Date of the Letter of Credit. The Bank has agreed to extend the Stated Expiration Date of the Letter of Credit to November 2, 2020 pursuant to the Letter of Credit Amendment No. 5 (as more particularly defined herein) subject to amendment of the Original Reimbursement Agreement as reflected in this Amendment No. 1 and amendment of the Letter Agreement as reflected in the Amendment No. 1 to Amended and Restated Letter Agreement dated May 10, 2017, by and between the City and the Bank (the "Letter Agreement Amendment No. 1").

**NOW, THEREFORE**, in consideration of the foregoing and the undertakings herein set forth and intending to be legally bound, and in order to induce the Bank to issue the Letter of Credit Amendment No. 5 on the Extension Effective Date (as more particularly defined herein), the City and the Bank hereby agree as follows:

**SECTION 1. AUTHORITY AND DEFINITIONS**

(a) This Amendment No. 1 is entered into pursuant to Section 8.06 of the Original Reimbursement Agreement.

(b) This Amendment No. 1 amends the Original Reimbursement Agreement.

(c) Capitalized terms used herein without definition shall have the meanings set forth in the Original Reimbursement Agreement.

(d) Subject to the satisfaction of the conditions precedent set forth in Section 3 hereof, this Amendment No. 1 shall become effective, and a letter of credit amendment substantially in the form of Exhibit A attached hereto (the "Letter of Credit Amendment No. 5") shall be delivered to the Trustee by the Bank, upon the execution and delivery hereof and of the Letter Agreement Amendment No. 1, by the City and the Bank on May 10, 2017 (the "Extension Effective Date").

(e) The provisions of this Amendment No. 1 shall supersede and prevail over any conflicting provisions of the Original Reimbursement Agreement. If there is any conflict between the terms, conditions, and provisions of this Amendment No. 1 and those of any of the other Bond Documents, the terms, conditions and provisions of this Amendment No. 1, as applicable, shall prevail. Save and except as expressly amended hereby, all of the terms and provisions of the Original Reimbursement Agreement continue in full force and effect and are applicable to the provisions of this Amendment No. 1 and the obligations of the parties hereunder. Reference to this specific Amendment No. 1 need not be made in any note, document, agreement, letter, certificate, the Reimbursement Agreement or any communication issued or made subsequent to, or with respect to, the Reimbursement Agreement, it being hereby agreed that any reference to the Reimbursement Agreement shall be sufficient to refer to the Original Reimbursement Agreement as hereby amended. The parties hereto expressly agree that this Amendment No. 1 shall constitute a modification of the Original Reimbursement Agreement and does not constitute a novation or substitution with respect to the Original Reimbursement Agreement.

**SECTION 2. AMENDMENT OF THE ORIGINAL REIMBURSEMENT AGREEMENT**

(a) Section 2.02(a)(3) of the Original Reimbursement Agreement is hereby deleted in its entirety and the following substituted therefor:

(3) a sum equal to each amount drawn against the Principal Component of the Letter of Credit Amount by a Purchase Drawing, on or before the first to occur of (i) the date on which the Adjustable Rate Bonds purchased with the proceeds of such

Purchase Drawing are remarketed by the Remarketing Agent or (ii) the date on which the Adjustable Rate Bonds purchased with the proceeds of such Purchase Drawing are redeemed or otherwise paid in full; provided that, if such sum has not become due and payable as aforesaid, or has not otherwise been paid in full, in light of the September 2, 2020 final maturity date of the Bonds, the outstanding balance of such sum shall be payable in consecutive annual installments on each Principal Payment Date in the principal amounts as set forth in Section 4.01(c) of the Indenture through mandatory sinking fund redemption installments pursuant to Section 4.01(c) of the Indenture; and

(b) Section 3.06 of the Original Reimbursement Agreement is hereby deleted in its entirety and the following substituted therefor:

Section 3.06. Term Repayment of Bank Bonds. In light of the September 2, 2020 final maturity date of the Bonds, the outstanding principal amount of such Bank Bonds shall be payable in full through mandatory sinking fund redemption installments pursuant to Section 4.01(c) of the Indenture on each Principal Payment Date in annual mandatory sinking fund redemption installments.

(c) The first sentence of Section 3.03 of the Original Reimbursement Agreement is hereby deleted in its entirety and the following substituted therefor:

Upon the funding of each Purchase Drawing presented under the Letter of Credit, the Bank shall be deemed to have advanced such funds to the City and the City shall be deemed to have caused such proceeds of such Purchase Drawing to be used by the Trustee to pay the purchase price of the Unremarketed Tendered Bonds in respect of which such Purchase Drawing is made, and such Bonds shall thereupon be "Bank Bonds" owned by the Bank evidencing and securing the obligations of the City under Section 2.02(a)(2) and (3) and Section 2.02(b) to reimburse the Bank, with interest, for the amount drawn under the Letter of Credit by such Purchase Drawing.

(d) The third sentence of Section 3.03 of the Original Reimbursement Agreement is hereby deleted in its entirety and the following substituted therefor:

In connection with any purchase by the Trustee of any Unremarketed Tendered Bonds with the proceeds of a Purchase Drawing, the City shall cause the Remarketing Agent to have a CUSIP number assigned to any such Bank Bonds within one (1) Business Day of any such purchase (such CUSIP number to be distinct from the CUSIP number assigned to the Bonds).

(e) The first sentence of Section 3.04 of the Original Reimbursement Agreement is hereby deleted in its entirety and the following substituted therefor:

The Bank hereby authorizes the Remarketing Agent to remarket Bank Bonds on behalf of the Bank pursuant to Section 5.10 of the Indenture at a price equal to the principal amount of such Bank Bonds plus accrued interest; provided that the Remarketing Agent shall not remarket Bonds purchased at the direction of the Bank given as described in Section 7.02(b) hereof.

**SECTION 3. CONDITIONS PRECEDENT.** Each of the following are conditions precedent to the Bank's issuance of the Letter of Credit Amendment No. 5. The Bank shall have received each of the following in form and substance satisfactory to the Bank:

(a) Executed copies of this Amendment No. 1 and the Letter Agreement Amendment No. 1, and all documentation delivered in connection therewith, and certified copies of the other Bond Documents;

(b) Certified copies of all proceedings taken by the City authorizing the execution, delivery and performance of this Amendment No. 1, the Letter Agreement Amendment No. 1 and the other Bond Documents, and all documentation delivered in connection therewith;

(c) An incumbency and signature certificate of the City certifying the authority, incumbency and specimen signatures of the representatives of the City authorized to sign this Amendment No. 1 and the Letter Agreement Amendment No. 1 and all documentation delivered in connection therewith, and to represent the City in connection with the Letter of Credit Amendment No. 5, this Amendment No. 1 and the Letter Agreement Amendment No. 1, upon which the Bank may rely until they receive a new certificate, and a certificate of an Authorized Representative of the City as of the Extension Effective Date stating that (i) the representations and warranties contained in Article V of the Reimbursement Agreement are true and correct, (ii) no Default or Event of Default has occurred and is continuing, and (iii) covering such other matters with respect to the Bond Documents and the Adjustable Rate Bonds as the Bank may reasonably request;

(d) An opinion of the City Attorney to the City addressed to the Bank to the effect that (i) the City is a duly created and validly existing municipal corporation under the Constitution and laws of the State, constituting a charter law city of the State with all requisite power and authority to execute, deliver and perform its obligations under the Reimbursement Agreement, the Letter Agreement and the other Bond Documents, (ii) except as set forth in such opinion, the City has obtained from the governmental authorities, boards, agencies, courts, officers and commissions having jurisdiction over it all approvals, consents, authorizations, certifications, reviews and other orders that are necessary for the execution, delivery and performance by the City of the Reimbursement Agreement, the Letter Agreement and the other Bond Documents, (iii) the execution and delivery by the City of this Amendment No. 1, the Letter Agreement Amendment No. 1 and the other Bond Documents have been duly authorized by all requisite action of the City Council of the City and all conditions precedent to the

execution and delivery by the City of this Amendment No. 1, the Letter Agreement Amendment No. 1 and the other Bond Documents have been fulfilled, (iv) this Amendment No. 1, the Letter Agreement Amendment No. 1 and the other Bond Documents have been duly executed and delivered by the City and constitute legal, valid and binding obligations of the City enforceable against the City in accordance with their terms, except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency or other laws affecting the rights of creditors generally and by the application of general principles of equity, (v) the execution, delivery and performance by the City of the Reimbursement Agreement, the Letter Agreement and the other Bond Documents did not or will not violate, conflict with or constitute a default under any law, rule, regulation, order or judgment applicable to the City, (vi) to the knowledge of such counsel, the City is not in any material way in breach of or in default under the Reimbursement Agreement, the Letter Agreement or the other Bond Documents, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute an event of default under any such instrument or contract, and (vii) there is no pending or, to the knowledge of such counsel, threatened action, suit, proceeding, inquiry or investigation before or by any court, governmental agency or arbitrator against or involving the City or the Assessment District which, in any case, might materially adversely affect the validity or enforceability of the Reimbursement Agreement, the Letter Agreement or the other Bond Documents; and

(e) Such other documents, instruments, certificates, opinions, approvals and assurances pertaining to the issuance of the Letter of Credit Amendment No. 5 and the execution and delivery of this Amendment No. 1 and the Letter Agreement Amendment No. 1 and the other Bond Documents as the Bank or its counsel may reasonably request.

As an additional condition precedent to the Bank's issuance of the Letter of Credit Amendment No. 5, on the Extension Closing Date, (i) the representations and warranties set forth in Article V of the Reimbursement Agreement and in any and all documents delivered to the Bank in connection therewith shall be true and correct in all material respects, (ii) no Default or Event of Default shall have occurred and be continuing, (iii) the Bank shall be satisfied that no material adverse change in the financial, operational, or legal condition of the City, the Assessment District or TIC or the levy or collection of the Assessments or the Additional Assessments, shall have occurred and be continuing, and in connection therewith, the Bank acknowledges that the City has made no representation to the Bank as to the financial, operational, or legal condition of TIC, and (iv) all fees and expenses due and payable in accordance with the provisions of the Letter Agreement shall have been paid or the Bank shall be reasonably satisfied that payment thereof will be made promptly after demand therefor after the Extension Effective Date.

**SECTION 4. REPRESENTATIONS AND WARRANTIES.** The City hereby represents and warrants as of the Extension Effective Date as follows:

(a) the representations and warranties set forth in Article V of the Reimbursement Agreement and in any and all documents delivered to the Bank in connection herewith are true and correct in all material respects;

(b) no Default or Event of Default has occurred and is continuing or will occur upon the issuance of the Letter of Credit Amendment No. 5;

(c) no material adverse change in the financial, operational, or legal condition of the City or the Assessment District or the levy or collection of the Assessments or the Additional Assessments, has occurred and is continuing;

(d) the City is in compliance with the terms and conditions of the Original Reimbursement Agreement and has performed or complied with all of its obligations, agreements and covenants to be performed or complied with pursuant to the Reimbursement Agreement on or prior to the Extension Effective Date;

(e) this Amendment No. 1 and the Letter Agreement Amendment No. 1 have been duly authorized, executed and delivered by the City; and

(f) all information, reports and other papers and data with respect to the City furnished to the Bank or its counsel by the City in connection with this Amendment No. 1 and the Letter Agreement Amendment No. 1, taken in the aggregate and as supplemented, replaced, substituted or modified by any subsequent information, reports, paper and data so furnished, are true and correct in all material respects and do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not misleading, and were provided in expectation of the Bank's reliance thereon in issuing the Letter of Credit Amendment No. 5.

**SECTION 5. COSTS AND EXPENSES.** The City agrees to pay on demand, whether or not the transactions contemplated by this Amendment No. 1, the Letter Agreement Amendment No. 1 and the Letter of Credit Amendment No. 5 are consummated, all costs and expenses paid or incurred by the Bank (including the reasonable fees and out-of-pocket expenses of counsel for the Bank) in connection with the preparation, review, execution and delivery of this Amendment No. 1, the Letter Agreement Amendment No. 1 and the Letter of Credit Amendment No. 5. The City hereby agrees that all costs and expenses incurred by the Bank in connection with the transactions contemplated herein and the satisfaction of the foregoing conditions (whether or not this transaction closes), including, without limitation, attorneys' fees and disbursements, are included as obligations under the Original Reimbursement Agreement.

**SECTION 6. NO WAIVER.** The City acknowledges and agrees that, if and to the extent that the Bank has not heretofore required strict compliance with the performance by the City of the covenants, agreements and obligations of the City under the Reimbursement Agreement or the other Bond Documents, such action or inaction shall not constitute a waiver of, or otherwise affect in any manner, the Bank's rights and remedies under the Reimbursement Agreement or the other Bond Documents, as amended hereby, including the right to require performance of such covenants, agreements and obligations strictly in accordance with the terms and provisions thereof.

**SECTION 7. GOVERNING LAW.** This Amendment No. 1 shall be governed by, and construed in accordance with, the laws of the State.

**SECTION 8. COUNTERPARTS.** The execution and delivery hereof by the City and the Bank shall constitute a contract between them for the uses and purposes herein set forth, and this Amendment No. 1 may be executed in any number of counterparts, with each executed counterpart constituting an original and all counterparts together constituting one agreement.

**SECTION 9. SEVERABILITY.** If any provision hereof is found by a court of competent jurisdiction to be prohibited or unenforceable in any jurisdiction, it shall be ineffective as to such jurisdiction only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability shall not invalidate the balance of such provision as to such jurisdiction to the extent it is not prohibited or unenforceable, nor invalidate such provision in any other jurisdiction, nor invalidate the other provisions hereof, all of which shall be liberally construed in order to effect the provisions of this Amendment No. 1.

**SECTION 10. INTEGRATION.** This Amendment No. 1 is intended to be the final agreement between the parties hereto relating to the subject matter hereof and this Amendment No. 1 and any agreement, document or instrument attached hereto or referred to herein shall supersede all oral negotiations and prior writings with respect to the subject matter hereof. Taken together with the Original Reimbursement Agreement and the other instruments and documents delivered in compliance herewith, this Amendment No. 1 is a complete memorandum of the agreement of the City and the Bank. Waivers or modifications of any provision hereof must be in writing signed by the party to be charged with the effect thereof.

**SECTION 11. HEADINGS.** Section headings of this Amendment No. 1 are included herein for convenience of reference only and shall not constitute a part of this Amendment No. 1 for any other purpose.

[The remainder of this page intentionally left blank]



**IN WITNESS WHEREOF**, the City and the Bank have caused this Amendment No. 1 to Second Amended and Restated Reimbursement, Credit and Security Agreement to be duly executed and delivered as of the date first above written.

CITY OF IRVINE

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

STATE STREET BANK AND TRUST  
COMPANY

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

Exhibit A

Form of Letter of Credit Amendment No. 5

ANNEX 10  
to State Street Bank and Trust Company  
Irrevocable Letter of Credit No. ILC-1315/BSN

To: The Bank of New York Mellon Trust Company, N.A., as Trustee  
400 South Hope Street, Suite 500  
Los Angeles, CA 90071  
Attention: Christopher Johnson

Re: Letter of Credit No. ILC-1315/BSN

NOTICE OF EXTENSION OF STATED TERMINATION DATE OF  
STATE STREET BANK AND TRUST COMPANY (THE "BANK")  
IRREVOCABLE LETTER OF CREDIT NO. ILC-1315/BSN (THE "LETTER OF CREDIT")  
SUPPORTING ASSESSMENT DISTRICT NO. 94-15  
(ORANGE COUNTY, CALIFORNIA)  
LIMITED OBLIGATION IMPROVEMENT BONDS  
(THE "BONDS") ISSUED BY CITY OF IRVINE (THE "CITY")

The undersigned, a duly authorized officer of State Street Bank and Trust Company (the "Bank"), hereby certifies to The Bank of New York Mellon Trust Company, N.A., as successor trustee (the "Trustee") under the Indenture dated as of August 1, 1994 between the Texas Commerce Bank National Association, as trustee and the City (as amended by the First Supplemental Trust Indenture, dated as of May 1, 1998 ("First Supplemental Trust Indenture"), by and between the City and Chase Bank of Texas, National Association, formerly known as Texas Commerce Bank National Association, as trustee (as the same may be further amended or supplemented from time to time, the "Indenture"), with reference to Irrevocable Letter of Credit No. ILC-1315/BSN (the "Letter of Credit") issued by the Bank in favor of the Trustee in support of the Bonds, that:

1. We hereby notify you that, in accordance with the terms of the Letter of Credit and the Second Amended and Restated Reimbursement, Credit and Security Agreement, dated as of July 1, 2014, by and between the City and us, the Stated Termination Date of the Letter of Credit has been extended to November 2, 2020.

2. This letter should be attached to the Letter of Credit and made a part thereof.

3. The undersigned officer of the Bank is duly authorized to execute and deliver this Certificate on behalf of the Bank.

4. If this Notice is initially presented by facsimile, the originals of this Certificate on the Bank's letterhead manually signed by one of its officers are being mailed to you concurrently by first class United States mail or overnight courier mail.

5. The Bank hereby designates the following address for presentation of certificates under the Letter of Credit:

State Street Bank and Trust Company  
Loan Operations Department  
Attention: Standby Letter of Credit Unit  
Mailstop: CCB0901  
One Iron Street  
Boston, MA 02116  
Telephone: (617) 662-8588  
Facsimile: (617) 988-6674  
Reference: Irrevocable Letter of Credit No. ILC-1315/BSN

IN WITNESS WHEREOF, the Bank has executed and delivered this Notice as of the 10th day of May, 2017.

STATE STREET BANK AND TRUST  
COMPANY

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

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

cc: City of Irvine

## AMENDMENT NO. 1 TO AMENDED AND RESTATED LETTER AGREEMENT

May 10, 2017

### City of Irvine Assessment District No. 94-15 Limited Obligation Improvement Bonds

Reference is hereby made to that certain Second Amended and Restated Reimbursement, Credit and Security Agreement, dated as of July 1, 2014, between the City of Irvine (the "City") and State Street Bank and Trust Company (the "Bank"), as amended by that certain Amendment No. 1 to Second Amended and Restated Reimbursement, Credit and Security Agreement, dated May 10, 2017, between the City and the Bank (as so amended and as it may be further amended or supplemented from time to time, the "Reimbursement Agreement"). This Amendment No. 1 to Amended and Restated Letter Agreement (this "Amendment No. 1") amends that certain Amended and Restated Letter Agreement, dated July 3, 2014 (the "Amended and Restated Letter Agreement"), between the City and the Bank. Terms used herein without definition shall have the meanings assigned in the Reimbursement Agreement.

1. Authority and Definitions.

(a) This Amendment No. 1 is entered into in compliance with the provisions of the Amended and Restated Letter Agreement.

(b) This Amendment No. 1 amends the Amended and Restated Letter Agreement.

(c) Capitalized terms used herein without definition shall have the meanings set forth in the Amended and Restated Letter Agreement.

(d) This Amendment No. 1 shall become effective upon the execution and delivery hereof by the City and the Bank on May 10, 2017 (the "Extension Effective Date").

(e) The provisions of this Amendment No. 1 shall supersede and prevail over any conflicting provisions of the Amended and Restated Letter Agreement. If there is any conflict between the terms, conditions and provisions of this Amendment No. 1 and those of any of the other Bond Documents, the terms, conditions and provisions of this Amendment No. 1, as applicable, shall prevail. Save and except as expressly amended hereby, all of the terms and provisions of the Amended and Restated Letter Agreement continue in full force and effect and are applicable to the provisions of this Amendment No. 1 and the obligations of the parties hereunder. Reference to this specific Amendment No. 1 need not be made in any note, document, agreement, letter, certificate, the Letter

Agreement or any communication issued or made subsequent to, or with respect to, the Letter Agreement, it being hereby agreed that any reference to the Letter Agreement shall be sufficient to refer to the Amended and Restated Letter Agreement as hereby amended. The parties hereto expressly agree that this Amendment No. 1 shall constitute a modification of the Amended and Restated Letter Agreement and does not constitute a novation or substitution with respect to the Amended and Restated Letter Agreement.

(f) The terms of the Amended and Restated Letter Agreement, as amended by this Amendment No. 1, are incorporated by reference into the Reimbursement Agreement as if fully set forth therein.

2. Amendment of the Amended and Restated Letter Agreement.

(a) Paragraph (a)(i) of the Amended and Restated Letter Agreement is hereby deleted in its entirety and the following substituted therefor:

(i) Commitment Fees. The Letter of Credit commitment fee and the termination fee for the period commencing with and including the Closing Date and ending on and including July 2, 2014 shall be as set forth in the Original Letter Agreement and shall be payable on October 1, 2014 for the period commencing with and including July 1, 2014 and ending on and including July 2, 2014. The Letter of Credit commitment fee for the period commencing with and including July 3, 2014 and ending on and including May 9, 2017 shall be as set forth in the Amended and Restated Letter Agreement, dated July 3, 2014, between the City and the Bank, and shall be payable on July 1, 2017 for the period commencing with and including April 1, 2017 and ending on and including May 9, 2017. On July 1, 2017 for the period commencing with and including May 10, 2017 and ending on and including June 30, 2017, and quarterly in arrears on each January 1, April 1, July 1 and October 1 thereafter commencing October 1, 2017 prior to the date of termination of the Letter of Credit and on the date of termination of the Letter of Credit, the City shall pay to the Bank a Letter of Credit commitment fee computed at the rate of 90.0 basis points (0.90%) per annum on the average daily Letter of Credit Amount during the preceding quarterly period (or portion thereof in the case of a termination of the Letter of Credit on a day other than a January 1, April 1, July 1 or October 1), such Letter of Credit commitment fee paid hereunder deemed to be earned in full and non-refundable once paid; provided that, for purposes of computing such average daily Letter of Credit Amount, there shall be added to the Letter of Credit Amount for each day the aggregate amount of any Interest Drawings or Purchase Drawings theretofore honored by the Bank in respect of which the Bank may thereafter be required to reinstate the Letter of Credit pursuant to the terms thereof. Computations of Letter of Credit commitment fees under this Section shall be for the actual number of days in the applicable period, based on a 360 day year.

(b) The address for notices to the Bank regarding operational matters in paragraph (f) of the Original Letter Agreement is hereby deleted in its entirety and the following substituted therefor:

If to the Bank regarding operational matters:

State Street Bank and Trust Company  
Loan Operations Department  
Attention: Standby Letter of Credit Unit  
Mailstop: CCB0901  
One Iron Street  
Boston, MA 02116  
Telephone: (617) 662-8588  
Facsimile: (617) 988-6674  
Reference: Irrevocable Letter of Credit  
No. ILC-1315/BSN

3. Miscellaneous.

(a) This Amendment No. 1 may be signed in any number of counterpart copies, but all such copies shall constitute one and the same instrument.

(b) This Amendment No. 1 and the Amended and Restated Letter Agreement shall be construed as one agreement between the City and the Bank and shall be governed by the provisions of the Amended and Restated Letter Agreement.

(c) Any provision of this Amendment No. 1 which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or nonauthorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

(d) This Amendment No. 1 shall be governed by, and construed in accordance with, the laws of the State of California.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the City and the Bank have caused this Amendment No. 1 to Amended and Restated Letter Agreement to be duly executed and delivered as of the date first above written.

CITY OF IRVINE

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

STATE STREET BANK AND TRUST  
COMPANY, as the Bank

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

CITY COUNCIL RESOLUTION NO. 17-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING THE EXTENSION OF THE STATED EXPIRATION DATE OF AN EXISTING LETTER OF CREDIT FOR THE ASSESSMENT DISTRICT NO. 97-16 LIMITED OBLIGATION IMPROVEMENT BONDS, ADJUSTABLE RATE SERIES, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT NO. 1 TO SECOND AMENDED AND RESTATED REIMBURSEMENT, CREDIT AND SECURITY AGREEMENT, AND AN AMENDMENT NO. 1 TO AMENDED AND RESTATED LETTER AGREEMENT, AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS

WHEREAS, The City previously issued \$60,000,000 aggregate principal amount of its City of Irvine Assessment District No. 97-16 (Northwest Irvine) Limited Obligation Improvement Bonds, Adjustable Rate Series (the "Adjustable Rate Bonds") currently outstanding in an aggregate principal amount of \$25,168,000, and Fixed Rate Bonds (as defined in the Indenture), pursuant to an Indenture dated as of September 1, 1997 (as the same may be amended or supplemented from time to time, the "Indenture"), between the City and Texas Commerce Bank National Association, as trustee. The current trustee under the Indenture is The Bank of New York Mellon Trust Company, N.A. (including any successor trustee under the Indenture, the "Trustee"). The proceeds from the Bonds (as defined in the Indenture) were used (i) to fund the costs of design and construction of the Project as defined in the Indenture (the "Improvements") to facilitate development of and to serve the property within the area of Assessment District No. 97-16 (Northwest Irvine) (the "Assessment District"), (ii) to pay capitalized interest, (iii) to pay the Costs of Issuance (as defined in the Indenture) of the Bonds, and (iv) to fund the VIP Interest Disbursement Fund (as defined in the Indenture). In addition, proceeds of the Fixed Rate Bonds were used to fund the Reserve Fund in the full amount of the Reserve Requirement (as defined in the Indenture). The Adjustable Rate Bonds are secured by unpaid assessments on certain parcels of land in the Subject Area of the Assessment District other than parcels of land within the Subject Area of the Assessment District previously or hereafter designated by the City, pursuant to Section 7.01(e) of the Indenture, to be represented by Fixed Rate Bonds and Related Additional Bonds; and

WHEREAS, the existing Letter of Credit was originally issued by State Street Bank and Trust Company (the "Bank") on August 18, 2004; and

WHEREAS, The current Stated Expiration Date of the Letter of Credit is July 3, 2017 and the City has requested the Bank to extend the Stated Expiration Date of the Letter of Credit. The Bank has agreed to extend the Stated Expiration Date of the Letter of Credit to November 2, 2022 pursuant to the Letter of Credit Amendment No. 4 ("Letter



of Credit Amendment No. 4”) subject to amendment of the Second Amended and Restated Reimbursement, Credit and Security Agreement, dated as of July 1, 2014 (“Original Reimbursement Agreement”) as reflected in the Amendment No. 1 and amendment of the Amended and Restated Letter Agreement, dated July 3, 2014, as reflected in the Amendment No. 1 to Amended and Restated Letter Agreement dated May 10, 2017, by and between the City and the Bank (the “Letter Agreement Amendment No. 1”); and

WHEREAS, there has been prepared and submitted to this meeting forms of the Amendment No. 1 to Second Amended and Restated Reimbursement, Credit and Security Agreement, dated as of May 10, 2017 (“Amendment No. 1”), attached hereto as Exhibit A and Letter Agreement Amendment No. 1, attached hereto as Exhibit B; and

WHEREAS, the City desires to proceed to authorize the execution of such documents and the performance of such acts as may be necessary or desirable to extend the Letter of Credit.

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

SECTION 1. The Amendment No. 1 and the Letter Agreement Amendment No. 1, in substantially the forms attached hereto as Exhibits A and B and submitted to this meeting and made a part hereof as though set forth herein be and the same are hereby approved. The Mayor of the City, or any other member of the City Council, the City Manager, the Assistant City Manager, the Director of Financial Services, the Manager of Fiscal Services, or such other officer of the City as the City Manager may designate (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 Amendment No. 1 and the Letter Agreement Amendment No. 1 in the forms 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 Amendment No. 1 and the Letter Agreement Amendment No. 1 by such Authorized Officer.

SECTION 2. The extension of the Stated Expiration Date of the Letter of Credit is hereby approved and the officers and employees of the City are hereby authorized and directed, for and in the name and on behalf of the City, to take such actions and to execute and deliver such documents, instruments, notices, certificates and representations as are necessary or appropriate to effect such extension.

SECTION 3. The officers and employees of the City are hereby authorized and directed to do and cause to be done any and all acts and things necessary or proper in order to consummate the transactions herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of this resolution.

SECTION 4. All actions heretofore taken by the officers and employees of the City with respect to the transactions herein authorized are hereby approved, confirmed and ratified.

SECTION 5. This resolution shall take effect immediately upon its adoption.

SECTION 6. 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 25<sup>th</sup> day of April, 2017.

\_\_\_\_\_  
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 25<sup>th</sup> day of April, 2017.

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

\_\_\_\_\_  
CITY CLERK OF THE CITY OF IRVINE

---

AMENDMENT NO. 1 TO SECOND AMENDED AND RESTATED  
REIMBURSEMENT, CREDIT AND SECURITY AGREEMENT

Dated as of May 10, 2017

Between

CITY OF IRVINE

and

STATE STREET BANK AND TRUST COMPANY

RELATING TO  
CITY OF IRVINE  
ASSESSMENT DISTRICT NO. 97-16 (NORTHWEST IRVINE)  
LIMITED OBLIGATION IMPROVEMENT BONDS,  
ADJUSTABLE RATE SERIES

Amending that certain Second Amended and Restated Reimbursement, Credit and Security Agreement, dated as of July 1, 2014, between the City of Irvine and State Street Bank and Trust Company

---

**AMENDMENT NO. 1 TO SECOND AMENDED AND RESTATED  
REIMBURSEMENT, CREDIT AND SECURITY AGREEMENT**

THIS AMENDMENT NO. 1 TO SECOND AMENDED AND RESTATED REIMBURSEMENT, CREDIT AND SECURITY AGREEMENT, dated as of May 10, 2017 (this "Amendment No. 1"), between the CITY OF IRVINE, a California charter law city and municipal corporation (the "City") and STATE STREET BANK AND TRUST COMPANY (the "Bank"), amending that certain Second Amended and Restated Reimbursement, Credit and Security Agreement, dated as of July 1, 2014, between the City and the Bank (the "Original Reimbursement Agreement" and as amended by this Amendment No. 1 and as it may be further amended and supplemented from time to time, the "Reimbursement Agreement").

**W I T N E S S E T H**

A. The City previously issued \$60,000,000 aggregate principal amount of its City of Irvine Assessment District No. 97-16 (Northwest Irvine) Limited Obligation Improvement Bonds, Adjustable Rate Series (the "Adjustable Rate Bonds") currently outstanding in an aggregate principal amount of \$25,168,000, and Fixed Rate Bonds (as defined in the Indenture), pursuant to an Indenture dated as of September 1, 1997 (as the same may be amended or supplemented from time to time, the "Indenture"), between the City and Texas Commerce Bank National Association, as trustee. The current trustee under the Indenture is The Bank of New York Mellon Trust Company, N.A. (including any successor trustee under the Indenture, the "Trustee"). The proceeds from the Bonds (as defined in the Indenture) were used (i) to fund the costs of design and construction of the Project as defined in the Indenture (the "Improvements") to facilitate development of and to serve the property within the area of Assessment District No. 97-16 (Northwest Irvine) (the "Assessment District"), (ii) to pay capitalized interest, (iii) to pay the Costs of Issuance (as defined in the Indenture) of the Bonds, and (iv) to fund the VIP Interest Disbursement Fund (as defined in the Indenture). In addition, proceeds of the Fixed Rate Bonds were used to fund the Reserve Fund in the full amount of the Reserve Requirement (as defined in the Indenture). The Adjustable Rate Bonds are secured by unpaid assessments on certain parcels of land in the Subject Area of the Assessment District other than parcels of land within the Subject Area of the Assessment District previously or hereafter designated by the City, pursuant to Section 7.01(e) of the Indenture, to be represented by Fixed Rate Bonds and Related Additional Bonds.

B. The current Stated Expiration Date of the Letter of Credit is July 3, 2017 and the City has requested the Bank to extend the Stated Expiration Date of the Letter of Credit. The Bank has agreed to extend the Stated Expiration Date of the Letter of Credit to [November 2], 2022 pursuant to the Letter of Credit Amendment No. 4 (as more particularly defined herein) subject to amendment of the Original Reimbursement Agreement as reflected in this Amendment No. 1 and amendment of the Letter Agreement as reflected in the Amendment No. 1 to Amended and Restated Letter Agreement dated May 10, 2017, by and between the City and the Bank (the "Letter Agreement Amendment No. 1").

**NOW, THEREFORE**, in consideration of the foregoing and the undertakings herein set forth and intending to be legally bound, and in order to induce the Bank to issue the Letter of Credit Amendment No. 4 on the Extension Effective Date (as more particularly defined herein), the City and the Bank hereby agree as follows:

**SECTION 1. AUTHORITY AND DEFINITIONS**

(a) This Amendment No. 1 is entered into pursuant to Section 8.06 of the Original Reimbursement Agreement.

(b) This Amendment No. 1 amends the Original Reimbursement Agreement.

(c) Capitalized terms used herein without definition shall have the meanings set forth in the Original Reimbursement Agreement.

(d) Subject to the satisfaction of the conditions precedent set forth in Section 3 hereof, this Amendment No. 1 shall become effective, and a letter of credit amendment substantially in the form of Exhibit A attached hereto (the "Letter of Credit Amendment No. 4") shall be delivered to the Trustee by the Bank, upon the execution and delivery hereof and of the Letter Agreement Amendment No. 1, by the City and the Bank on May 10, 2017 (the "Extension Effective Date").

(e) The provisions of this Amendment No. 1 shall supersede and prevail over any conflicting provisions of the Original Reimbursement Agreement. If there is any conflict between the terms, conditions, and provisions of this Amendment No. 1 and those of any of the other Bond Documents, the terms, conditions and provisions of this Amendment No. 1, as applicable, shall prevail. Save and except as expressly amended hereby, all of the terms and provisions of the Original Reimbursement Agreement continue in full force and effect and are applicable to the provisions of this Amendment No. 1 and the obligations of the parties hereunder. Reference to this specific Amendment No. 1 need not be made in any note, document, agreement, letter, certificate, the Reimbursement Agreement or any communication issued or made subsequent to, or with respect to, the Reimbursement Agreement, it being hereby agreed that any reference to the Reimbursement Agreement shall be sufficient to refer to the Original Reimbursement Agreement as hereby amended. The parties hereto expressly agree that this Amendment No. 1 shall constitute a modification of the Original Reimbursement Agreement and does not constitute a novation or substitution with respect to the Original Reimbursement Agreement.

**SECTION 2. AMENDMENT OF THE ORIGINAL REIMBURSEMENT AGREEMENT**

(a) Section 2.02(a)(3) of the Original Reimbursement Agreement is hereby deleted in its entirety and the following substituted therefor:

(3) a sum equal to each amount drawn against the Principal Component of the Letter of Credit Amount by a Purchase Drawing, on or before the first to occur of (i) the date on which the Adjustable Rate Bonds purchased with the proceeds of such

Purchase Drawing are remarketed by the Remarketing Agent or (ii) the date on which the Adjustable Rate Bonds purchased with the proceeds of such Purchase Drawing are redeemed or otherwise paid in full; provided that, if such sum has not become due and payable as aforesaid, or has not otherwise been paid in full, on or before the 60th day following the Business Day on which such drawing is honored, in light of the September 2, 2022 final maturity date of the Bonds, the outstanding balance of such sum shall be payable in full in consecutive monthly installments through mandatory sinking fund redemption installments pursuant to Section 4.03 of the Indenture over the remaining term of the Bonds, approximately equal in principal amount (as stipulated by the Bank) commencing on the first Business Day of the third (3rd) calendar month following the calendar month in which such drawing is honored and on the first Business Day of each calendar month thereafter, and, on the final first Business Day of the calendar month immediately preceding the September 2, 2022 final maturity date, the entire unpaid balance of such sum and all unpaid accrued interest thereon shall be due and payable in full through mandatory sinking fund redemption installments pursuant to Section 4.03 of the Indenture; and

(b) The first sentence of Section 3.03 of the Original Reimbursement Agreement is hereby deleted in its entirety and the following substituted therefor:

Upon the funding of each Purchase Drawing presented under the Letter of Credit, the Bank shall be deemed to have advanced such funds to the City and the City shall be deemed to have caused such proceeds of such Purchase Drawing to be used by the Trustee to pay the purchase price of the Unremarketed Tendered Bonds in respect of which such Purchase Drawing is made, and such Bonds shall thereupon be "Bank Bonds" owned by the Bank evidencing and securing the obligations of the City under Section 2.02(a)(2) and (3) and Section 2.02(b) to reimburse the Bank, with interest, for the amount drawn under the Letter of Credit by such Purchase Drawing.

(c) The third sentence of Section 3.03 of the Original Reimbursement Agreement is hereby deleted in its entirety and the following substituted therefor:

In connection with any purchase by the Trustee of any Unremarketed Tendered Bonds with the proceeds of a Purchase Drawing, the City shall cause the Remarketing Agent to have a CUSIP number assigned to any such Bank Bonds within one (1) Business Day of any such purchase (such CUSIP number to be distinct from the CUSIP number assigned to the Bonds).

(d) The first sentence of Section 3.04 of the Original Reimbursement Agreement is hereby deleted in its entirety and the following substituted therefor:

The Bank hereby authorizes the Remarketing Agent to remarket Bank Bonds on behalf of the Bank pursuant to Section 5.03(e) of the Indenture at a price equal to the principal amount of such Bank Bonds plus accrued interest; provided that the Remarketing Agent shall not remarket Bonds purchased at the direction of the Bank given as described in Section 7.02(b) hereof.

(e) Section 3.06 of the Original Reimbursement Agreement is hereby deleted in its entirety and the following substituted therefor:

Section 3.06. Term Repayment of Bank Bonds. If any Bank Bonds are purchased and held by the Bank more than 60 days, in light of the September 2, 2022 final maturity date of the Bonds, the outstanding principal of such Bank Bonds shall be payable in full through mandatory sinking fund redemption installments pursuant to Section 4.03 of the Indenture over the remaining term of the Bonds in monthly mandatory sinking fund redemption installments, approximately equal in principal amount, commencing on the first Business Day of the third (3rd) calendar month after the calendar month in which the Bank purchased such Bank Bonds, and on the first Business Day of each calendar month thereafter until the principal of such Bank Bonds has been paid in full, and on the final such monthly mandatory sinking fund redemption installment payment date immediately preceding the September 2, 2022 final maturity date of the Bonds, the entire outstanding principal balance of such Bank Bonds shall be due and payable in full; provided that (i) each mandatory sinking fund redemption installment of principal of the Bank Bonds shall be adjusted to an integral multiple of \$5,000, (ii) the final mandatory sinking fund redemption installment shall be in the principal amount of \$100,000 or an integral multiple of \$5,000 in excess of \$100,000, and (iii) such mandatory sinking fund redemption installments shall otherwise be scheduled in the Bank's discretion to provide approximately level aggregate monthly principal payments during the course of such remaining term of the Bonds.

**SECTION 3. CONDITIONS PRECEDENT.** Each of the following are conditions precedent to the Bank's issuance of the Letter of Credit Amendment No. 4. The Bank shall have received each of the following in form and substance satisfactory to the Bank:

(a) Executed copies of this Amendment No. 1 and the Letter Agreement Amendment No. 1, and all documentation delivered in connection therewith, and certified copies of the other Bond Documents;

(b) Certified copies of all proceedings taken by the City authorizing the execution, delivery and performance of this Amendment No.1, the Letter Agreement Amendment No.1 and the other Bond Documents, and all documentation delivered in connection therewith;

(c) An incumbency and signature certificate of the City certifying the authority, incumbency and specimen signatures of the representatives of the City authorized to sign this Amendment No. 1 and the Letter Agreement Amendment No. 1 and all documentation delivered in connection therewith, and to represent the City in connection with the Letter of Credit Amendment No. 4, this Amendment No. 1 and the Letter Agreement Amendment No. 1, upon which the Bank may rely until they receive a new certificate, and a certificate of an Authorized Representative of the City as of the Extension Effective Date stating that (i) the representations and warranties contained in Article V of the Reimbursement Agreement are true and correct, (ii) no Default or Event of Default has occurred and is continuing, and (iii) covering such other matters with respect to the Bond Documents and the Adjustable Rate Bonds as the Bank may reasonably request;

(d) An opinion of the City Attorney to the City addressed to the Bank to the effect that (i) the City is a duly created and validly existing municipal corporation under the Constitution and laws of the State, constituting a charter law city of the State with all requisite power and authority to execute, deliver and perform its obligations under the Reimbursement Agreement, the Letter Agreement and the other Bond Documents, (ii) except as set forth in such opinion, the City has obtained from the governmental authorities, boards, agencies, courts, officers and commissions having jurisdiction over it all approvals, consents, authorizations, certifications, reviews and other orders that are necessary for the execution, delivery and performance by the City of the Reimbursement Agreement, the Letter Agreement and the other Bond Documents, (iii) the execution and delivery by the City of this Amendment No. 1, the Letter Agreement Amendment No. 1 and the other Bond Documents have been duly authorized by all requisite action of the City Council of the City and all conditions precedent to the execution and delivery by the City of this Amendment No. 1, the Letter Agreement Amendment No. 1 and the other Bond Documents have been fulfilled, (iv) this Amendment No. 1, the Letter Agreement Amendment No. 1 and the other Bond Documents have been duly executed and delivered by the City and constitute legal, valid and binding obligations of the City enforceable against the City in accordance with their terms, except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency or other laws affecting the rights of creditors generally and by the application of general principles of equity, (v) the execution, delivery and performance by the City of the Reimbursement Agreement, the Letter Agreement and the other Bond Documents did not or will not violate, conflict with or constitute a default under any law, rule, regulation, order or judgment applicable to the City, (vi) to the knowledge of such counsel, the City is not in any material way in breach of or in default under the Reimbursement Agreement, the Letter Agreement or the other Bond Documents, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute an event of default under any such instrument or contract, and (vii) there is no pending or, to the knowledge of such counsel, threatened action, suit, proceeding, inquiry or investigation before or by any court, governmental agency or arbitrator against or involving the City or the Assessment District which, in any case, might materially adversely affect the validity



or enforceability of the Reimbursement Agreement, the Letter Agreement or the other Bond Documents; and

(e) Such other documents, instruments, certificates, opinions, approvals and assurances pertaining to the issuance of the Letter of Credit Amendment No. 4 and the execution and delivery of this Amendment No. 1 and the Letter Agreement Amendment No. 1 and the other Bond Documents as the Bank or its counsel may reasonably request.

As an additional condition precedent to the Bank's issuance of the Letter of Credit Amendment No. 4, on the Extension Closing Date, (i) the representations and warranties set forth in Article V of the Reimbursement Agreement and in any and all documents delivered to the Bank in connection therewith shall be true and correct in all material respects, (ii) no Default or Event of Default shall have occurred and be continuing, (iii) the Bank shall be satisfied that no material adverse change in the financial, operational, or legal condition of the City, the Assessment District or TIC or the levy or collection of the Assessments or the Additional Assessments, shall have occurred and be continuing, and in connection therewith, the Bank acknowledges that the City has made no representation to the Bank as to the financial, operational, or legal condition of TIC, and (iv) all fees and expenses due and payable in accordance with the provisions of the Letter Agreement shall have been paid or the Bank shall be reasonably satisfied that payment thereof will be made promptly after demand therefor after the Extension Effective Date.

**SECTION 4. REPRESENTATIONS AND WARRANTIES.** The City hereby represents and warrants as of the Extension Effective Date as follows:

(a) the representations and warranties set forth in Article V of the Reimbursement Agreement and in any and all documents delivered to the Bank in connection herewith are true and correct in all material respects;

(b) no Default or Event of Default has occurred and is continuing or will occur upon the issuance of the Letter of Credit Amendment No. 4;

(c) no material adverse change in the financial, operational, or legal condition of the City or the Assessment District or the levy or collection of the Assessments or the Additional Assessments, has occurred and is continuing;

(d) the City is in compliance with the terms and conditions of the Original Reimbursement Agreement and has performed or complied with all of its obligations, agreements and covenants to be performed or complied with pursuant to the Reimbursement Agreement on or prior to the Extension Effective Date;

(e) this Amendment No. 1 and the Letter Agreement Amendment No. 1 have been duly authorized, executed and delivered by the City; and

(f) all information, reports and other papers and data with respect to the City furnished to the Bank or its counsel by the City in connection with this Amendment No. 1 and the Letter Agreement Amendment No. 1, taken in the aggregate and as supplemented, replaced, substituted or modified by any subsequent information, reports, paper and data so furnished, are

true and correct in all material respects and do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not misleading, and were provided in expectation of the Bank's reliance thereon in issuing the Letter of Credit Amendment No. 4.

**SECTION 5. COSTS AND EXPENSES.** The City agrees to pay on demand, whether or not the transactions contemplated by this Amendment No. 1, the Letter Agreement Amendment No. 1 and the Letter of Credit Amendment No. 4 are consummated, all costs and expenses paid or incurred by the Bank (including the reasonable fees and out-of-pocket expenses of counsel for the Bank) in connection with the preparation, review, execution and delivery of this Amendment No. 1, the Letter Agreement Amendment No. 1 and the Letter of Credit Amendment No. 4. The City hereby agrees that all costs and expenses incurred by the Bank in connection with the transactions contemplated herein and the satisfaction of the foregoing conditions (whether or not this transaction closes), including, without limitation, attorneys' fees and disbursements, are included as obligations under the Original Reimbursement Agreement.

**SECTION 6. NO WAIVER.** The City acknowledges and agrees that, if and to the extent that the Bank has not heretofore required strict compliance with the performance by the City of the covenants, agreements and obligations of the City under the Reimbursement Agreement or the other Bond Documents, such action or inaction shall not constitute a waiver of, or otherwise affect in any manner, the Bank's rights and remedies under the Reimbursement Agreement or the other Bond Documents, as amended hereby, including the right to require performance of such covenants, agreements and obligations strictly in accordance with the terms and provisions thereof.

**SECTION 7. GOVERNING LAW.** This Amendment No. 1 shall be governed by, and construed in accordance with, the laws of the State.

**SECTION 8. COUNTERPARTS.** The execution and delivery hereof by the City and the Bank shall constitute a contract between them for the uses and purposes herein set forth, and this Amendment No. 1 may be executed in any number of counterparts, with each executed counterpart constituting an original and all counterparts together constituting one agreement.

**SECTION 9. SEVERABILITY.** If any provision hereof is found by a court of competent jurisdiction to be prohibited or unenforceable in any jurisdiction, it shall be ineffective as to such jurisdiction only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability shall not invalidate the balance of such provision as to such jurisdiction to the extent it is not prohibited or unenforceable, nor invalidate such provision in any other jurisdiction, nor invalidate the other provisions hereof, all of which shall be liberally construed in order to effect the provisions of this Amendment No. 1.

**SECTION 10. INTEGRATION.** This Amendment No. 1 is intended to be the final agreement between the parties hereto relating to the subject matter hereof and this Amendment No. 1 and any agreement, document or instrument attached hereto or referred to herein shall supersede all oral negotiations and prior writings with respect to the subject matter

hereof. Taken together with the Original Reimbursement Agreement and the other instruments and documents delivered in compliance herewith, this Amendment No.1 is a complete memorandum of the agreement of the City and the Bank. Waivers or modifications of any provision hereof must be in writing signed by the party to be charged with the effect thereof.

**SECTION 11. HEADINGS.** Section headings of this Amendment No. 1 are included herein for convenience of reference only and shall not constitute a part of this Amendment No. 1 for any other purpose.

[The remainder of this page intentionally left blank]

**IN WITNESS WHEREOF**, the City and the Bank have caused this Amendment No. 1 to Second Amended and Restated Reimbursement, Credit and Security Agreement to be duly executed and delivered as of the date first above written.

CITY OF IRVINE

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

STATE STREET BANK AND TRUST  
COMPANY

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

Exhibit A

Form of Letter of Credit Amendment No. 4

ANNEX 10  
to State Street Bank and Trust Company  
Irrevocable Letter of Credit No. ILC-1376/BSN

To: The Bank of New York Mellon Trust Company, N.A., as Trustee  
400 South Hope Street, Suite 500  
Los Angeles, CA 90071  
Attention: Christopher Johnson

Re: Letter of Credit No. ILC-1376/BSN

NOTICE OF EXTENSION OF STATED TERMINATION DATE OF  
STATE STREET BANK AND TRUST COMPANY (THE "BANK")  
IRREVOCABLE LETTER OF CREDIT NO. ILC-1376/BSN (THE "LETTER OF CREDIT")  
SUPPORTING ASSESSMENT DISTRICT NO. 97-16 (NORTHWEST IRVINE)  
LIMITED OBLIGATION IMPROVEMENT BONDS  
(THE "BONDS") ISSUED BY CITY OF IRVINE (THE "CITY")

The undersigned, a duly authorized officer of State Street Bank and Trust Company (the "Bank"), hereby certifies to The Bank of New York Mellon Trust Company, N.A., as successor trustee (the "Trustee") under the Indenture dated as of September 1, 1997 between The Bank of New York Mellon Trust Company, N.A., as successor trustee and the City (as the same may be amended or supplemented from time to time, the "Indenture"), with reference to Irrevocable Letter of Credit No. ILC-1376/BSN (the "Letter of Credit") issued by the Bank in favor of the Trustee in support of the Bonds, that:

1. We hereby notify you that, in accordance with the terms of the Letter of Credit and the Second Amended and Restated Reimbursement, Credit and Security Agreement, dated as of July 1, 2014, by and between the City and us, the Stated Termination Date of the Letter of Credit has been extended to [November 2], 2022.
2. This letter should be attached to the Letter of Credit and made a part thereof.
3. The undersigned officer of the Bank is duly authorized to execute and deliver this Certificate on behalf of the Bank.
4. If this Notice is initially presented by facsimile, the originals of this Certificate on the Bank's letterhead manually signed by one of its officers are being mailed to you concurrently by first class United States mail or overnight courier mail.

5. The Bank hereby designates the following address for presentation of certificates under the Letter of Credit:

State Street Bank and Trust Company  
Loan Operations Department  
Attention: Standby Letter of Credit Unit  
Mailstop: CCB0901  
One Iron Street  
Boston, MA 02116  
Telephone: (617) 662-8588  
Facsimile: (617) 988-6674  
Reference: Irrevocable Letter of Credit No. ILC-1376/BSN

IN WITNESS WHEREOF, the Bank has executed and delivered this Notice as of the 10th day of May, 2017.

STATE STREET BANK AND TRUST  
COMPANY

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

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

cc: City of Irvine

## AMENDMENT NO. 1 TO AMENDED AND RESTATED LETTER AGREEMENT

May 10, 2017

City of Irvine Assessment District No. 97-16 (Northwest Irvine)  
Limited Obligation Improvement Bonds,  
Adjustable Rate Series

Reference is hereby made to that certain Second Amended and Restated Reimbursement, Credit and Security Agreement, dated as of July 1, 2014, between the City of Irvine (the "City") and State Street Bank and Trust Company (the "Bank"), as amended by that certain Amendment No. 1 to Second Amended and Restated Reimbursement, Credit and Security Agreement, dated May 10, 2017, between the City and the Bank (as so amended and as it may be further amended or supplemented from time to time, the "Reimbursement Agreement"). This Amendment No. 1 to Amended and Restated Letter Agreement (this "Amendment No. 1") amends that certain Amended and Restated Letter Agreement, dated July 3, 2014 (the "Amended and Restated Letter Agreement"), between the City and the Bank. Terms used herein without definition shall have the meanings assigned in the Reimbursement Agreement.

1. Authority and Definitions.

(a) This Amendment No. 1 is entered into in compliance with the provisions of the Amended and Restated Letter Agreement.

(b) This Amendment No. 1 amends the Amended and Restated Letter Agreement.

(c) Capitalized terms used herein without definition shall have the meanings set forth in the Amended and Restated Letter Agreement.

(d) This Amendment No. 1 shall become effective upon the execution and delivery hereof by the City and the Bank on May 10, 2017 (the "Extension Effective Date").

(e) The provisions of this Amendment No. 1 shall supersede and prevail over any conflicting provisions of the Amended and Restated Letter Agreement. If there is any conflict between the terms, conditions and provisions of this Amendment No. 1 and those of any of the other Bond Documents, the terms, conditions and provisions of this Amendment No. 1, as applicable, shall prevail. Save and except as expressly amended hereby, all of the terms and provisions of the Amended and Restated Letter Agreement continue in full force and effect and are applicable to the provisions of this Amendment No. 1 and the obligations of the parties hereunder. Reference to this specific Amendment

No. 1 need not be made in any note, document, agreement, letter, certificate, the Letter Agreement or any communication issued or made subsequent to, or with respect to, the Letter Agreement, it being hereby agreed that any reference to the Letter Agreement shall be sufficient to refer to the Amended and Restated Letter Agreement as hereby amended. The parties hereto expressly agree that this Amendment No. 1 shall constitute a modification of the Amended and Restated Letter Agreement and does not constitute a novation or substitution with respect to the Amended and Restated Letter Agreement.

(f) The terms of the Amended and Restated Letter Agreement, as amended by this Amendment No. 1, are incorporated by reference into the Reimbursement Agreement as if fully set forth therein.

2. Amendment of the Amended and Restated Letter Agreement.

(a) Paragraph (a)(i) of the Amended and Restated Letter Agreement is hereby deleted in its entirety and the following substituted therefor:

(i) Commitment Fees. The Letter of Credit commitment fee and the termination fee for the period commencing with and including the Closing Date and ending on and including July 2, 2014 shall be as set forth in the Original Letter Agreement and shall be payable on October 1, 2014 for the period commencing with and including July 1, 2014 and ending on and including July 2, 2014. The Letter of Credit commitment fee for the period commencing with and including July 3, 2014 and ending on and including May 9, 2017 shall be as set forth in the Amended and Restated Letter Agreement, dated July 3, 2014, between the City and the Bank, and shall be payable on July 1, 2017 for the period commencing with and including April 1, 2017 and ending on and including May 9, 2017. On July 1, 2017 for the period commencing with and including May 10, 2017 and ending on and including June 30, 2017, and quarterly in arrears on each January 1, April 1, July 1 and October 1 thereafter commencing October 1, 2017 prior to the date of termination of the Letter of Credit and on the date of termination of the Letter of Credit, the City shall pay to the Bank a Letter of Credit commitment fee computed at the rate of 90.0 basis points (0.90%) per annum on the average daily Letter of Credit Amount during the preceding quarterly period (or portion thereof in the case of a termination of the Letter of Credit on a day other than a January 1, April 1, July 1 or October 1), such Letter of Credit commitment fee paid hereunder deemed to be earned in full and non-refundable once paid; provided that, for purposes of computing such average daily Letter of Credit Amount, there shall be added to the Letter of Credit Amount for each day the aggregate amount of any Interest Drawings or Purchase Drawings theretofore honored by the Bank in respect of which the Bank may thereafter be required to reinstate the Letter of Credit pursuant to the terms thereof. Computations of Letter of Credit commitment fees under this Section shall be for the actual number of days in the applicable period, based on a 360 day year.



(b) The address for notices to the Bank regarding operational matters in paragraph (f) of the Original Letter Agreement is hereby deleted in its entirety and the following substituted therefor:

If to the Bank regarding operational matters: State Street Bank and Trust Company  
Loan Operations Department  
Attention: Standby Letter of Credit Unit  
Mailstop: CCB0901  
One Iron Street  
Boston, MA 02116  
Telephone: (617) 662-8588  
Facsimile: (617) 988-6674  
Reference: Irrevocable Letter of Credit  
No. ILC-1376/BSN

3. Miscellaneous.

(a) This Amendment No. 1 may be signed in any number of counterpart copies, but all such copies shall constitute one and the same instrument.

(b) This Amendment No. 1 and the Amended and Restated Letter Agreement shall be construed as one agreement between the City and the Bank and shall be governed by the provisions of the Amended and Restated Letter Agreement.

(c) Any provision of this Amendment No. 1 which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or nonauthorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

(d) This Amendment No. 1 shall be governed by, and construed in accordance with, the laws of the State of California.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the City and the Bank have caused this Amendment No. 1 to Amended and Restated Letter Agreement to be duly executed and delivered as of the date first above written.

CITY OF IRVINE

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

STATE STREET BANK AND TRUST  
COMPANY, as the Bank

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

**2.5**

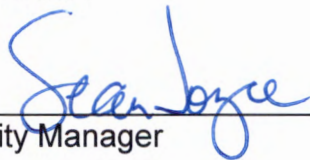


## REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:** APRIL 25, 2017

**TITLE:** LESSOR CONSENT TO LEASEHOLD DEED OF TRUST AND AGREEMENT RELATED TO COMMUNITY ICE FACILITY AT THE ORANGE COUNTY GREAT PARK

  
\_\_\_\_\_  
Director, Orange County Great Park

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

### RECOMMENDED ACTION

Authorize the Mayor to execute Lessor Consent to Leasehold Deed of Trust and Agreement contingent upon approval by Farmers and Merchants Bank Board of Directors.

### EXECUTIVE SUMMARY

On February 23, 2016, the City Council approved a Ground Lease Agreement (Lease) between the City of Irvine and Irvine Ice Foundation (Irvine Ice) (Attachment 1) enabling the construction and operation of a community ice rink facility on City-owned property at the Orange County Great Park. Irvine Ice is a California non-profit public benefit corporation established by the ownership entity of the Anaheim Ducks to promote ice hockey and other ice-based youth sports in Orange County. Per the terms of the Lease, Irvine Ice is responsible for the cost of construction and all ongoing costs for maintenance and operations through the term of the Lease.

The total cost of construction is expected to be over \$100 million. Construction is anticipated to be financed, in part, through a \$75 million loan provided by Farmers and Merchants Bank (Bank). As is customary with commercial real estate financing, the Bank has drafted a consent document which outlines its rights and responsibilities. The Lessor Consent to Leasehold Deed of Trust and Agreement (Lessor Consent) (Attachment 2) is scheduled for consideration before the Bank's Board of Directors on April 27. Staff recommends approval of the Lessor Consent contingent upon the corresponding approval of the Bank. A summary of the salient provisions is provided below.

- Parties represent that the Lease is in full force and effect.
- City (as "Lessor") and Bank (as "Lender") both agree to send the other party a copy of any Notice of Default at the same time it is given to Irvine Ice (as "Lessee").
- If Lender takes possession of leased property:

- Lender may assign its interest as tenant to another operator, with City approval.
- Lender may request, and the City will review, an alternative community sport or similar use of the property if use as a community ice rink facility is commercially infeasible.
- Lender may close the facility for up to 18 months without payment of rent while an alternative use is established.

## **COMMISSION/BOARD/COMMITTEE RECOMMENDATION**

Not applicable.

## **ANALYSIS**

The Lease for a community ice facility on City-owned property covers an approximately 13.5-acre site adjacent to Ridge Valley within the Western Sector of the Great Park. The facility, to be built and operated by Irvine Ice, a non-profit public benefit corporation, would provide for a variety of ice sports related activities including youth and adult hockey programs, hockey tournaments, figure skating, public open skating, and will also serve as a practice facility for the Anaheim Ducks.

The Lease makes City-owned land available for a defined price and term, on which the private developer-operator would construct and operate the facility with private funds. The City is responsible for providing utilities to the site, ensuring construction of surrounding public streets, and for the provision of limited off-site "over flow" parking for no more than 10 events per year. Ongoing operations and maintenance of the facility would be paid for and managed by Irvine Ice with no additional costs to the City.

The total cost for construction is expected to be over \$100 million. \$75 million is anticipated to be financed through a loan from the Bank. It is standard practice in a large commercial real estate transaction for a bank to request that a consent document, outlining the bank's rights and responsibilities, be executed by the relevant parties. In this case, the parties are the City (Lessor), Irvine Ice Foundation (Lessee), and the Bank (Lender). The Lessor Consent recites that the Bank's loan is secured by Irvine Ice's leasehold interest in the property. Further, the Lessor Consent outlines a series of representations regarding the Lease and the Bank's rights and responsibilities as lender, primarily in the event of foreclosure. A summary of the key provisions in the Lessor Consent is provided below.

- The loan will be secured by a Construction Leasehold Deed of Trust encumbering Irvine Ice Foundation's leasehold interest in the property. The City's underlying ownership of the property will not be subject to the Bank's secured interest, and a foreclosure by the Bank will result in the Bank (or an affiliate of the Bank) becoming the "Lessee" under the Lease.

- The City, Irvine Ice, and Bank represent that the lease is in full force and effect; no payments are overdue; commencement, expiration and renewal are per the terms of the lease document.
- City will send to Bank a copy of any Notice of Default at the same time it is given to Irvine Ice.
  - Bank has the right (but not the obligation) to cure any Irvine Ice default within the greater of 30 days after the actual cure period provided to Irvine Ice under the Lease or 90 days after Bank's receipt of a default notice.
- Bank will send to City a copy of any Notice of Default at the same time it is given to Irvine Ice.
  - City has the right (but not the obligation) to cure any Irvine Ice default within the greater of 30 days after the actual cure period provided to Irvine Ice under Bank's loan documents or 90 days after City's receipt of a default notice.
- If Bank takes possession of leased property (in the event of foreclosure):
  - Bank may assign its rights as tenant to another operator, with City approval.
  - Should Bank provide a feasibility analysis, authored by an approved financial consultant, showing that the ice rink use is commercially infeasible, Bank may request, and the City will review, an alternative community sport or similar use of the property.
  - Bank may close the facility for up to 18 months without payment of rent (with up to three potential 6-month extension periods) while City and Bank determine an alternative use and identify a new tenant.
    - The first of the three six-month extension periods would be granted so long as Bank is working in good faith to identify an alternative use and new tenant, consistent with the requirements of the Lessor Consent. The second two extensions would be granted only upon approval of the City Council.
  - Following City approval of an alternative use and identification of a new tenant, City and Bank will negotiate a new lease agreement that obligates Bank to complete all necessary improvements to the property and open as the approved use by no later than 18 months after City approval of alternative use and identification of tenant. During this time period (after City approval of an alternative use and prior to finalization of a new lease) Bank would be obligated to pay rent to the City at a rate of \$250,000 per year.

The Lessor Consent has been reviewed by the City Attorney's office. The terms of the Lessor Consent have been agreed to by the Bank and its consultant. The full loan package, including the Lessor Consent, is scheduled for consideration before the Bank's Board of Directors on April 27. Staff recommends that the Great Park Board recommend the City Council approve the Lessor Consent contingent upon the corresponding approval

by the Bank. If approved by the Great Park Board and City Council, the Lessor Consent would be routed for City signatures upon Bank approval.

## **ALTERNATIVES CONSIDERED**

The City Council could choose not to approve the Lessor Consent. Although the loan provides significant capital for the construction of a facility offering public benefit, the Lessor Consent does impose some limitations on the City's control and flexibility as property owner. Should the City Council decide not to approve, the Bank would then need to decide whether or not to move forward with its investment without the City's approval of its rights and responsibilities as lender.

## **FINANCIAL IMPACT**

While there is no direct financial impact to the City associated with approval of the Lessor Consent, construction of a community ice facility at the Great Park is anticipated to have a positive financial impact to the City. This impact could manifest in rent payments to the City by Irvine Ice, increased visitation to other nearby amenities and programs at the Great Park, and collateral impacts associated with visitor expenditures in local restaurants, retail stores, and hotels.

**REPORT PREPARED BY**            Pete Carmichael, Director, Orange County Great Park

## **ATTACHMENTS**

1. Ground Lease Agreement between City of Irvine and Irvine Ice Foundation
2. Lessor Consent to Leasehold Deed of Trust and Agreement

# LEASES SCAN SHEET

Cabinet: Leases

Revenue/Expense: REVENUE

Lease Type: LAND

Lessee: IRVINE ICE FOUNDATION

Lessor: CITY OF IRVINE

Department: CITY MANAGER

Contract Number: 9086

Description: GROUND LEASE FOR ICE  
RINK FACILITY

APN:

Address: GREAT PARK

Effective Date: 03/15/2016

Expiration Date:

Amount:

Terms & Conditions: 25 YEARS FOLLOWING THE  
CONSTRUCTION  
COMPLETION DATE

CPI Adjustment Date:



**ORIGINAL**

**GROUND LEASE**

**by and between**

**CITY OF IRVINE,  
a California municipal corporation**

**and**

**IRVINE ICE FOUNDATION,  
a California non-profit public benefit corporation**

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LIST OF EXHIBITS

- EXHIBIT “A” Area Map of Great Park
- EXHIBIT “B” Legal Description of Premises
- EXHIBIT “C” Site Map of Premises
- EXHIBIT “D” Description of City Improvements
- EXHIBIT “E” Project Description
- EXHIBIT “F” Event Marketing Guidelines
- EXHIBIT “G” Design Review Process
- EXHIBIT “H” Schedule of Performance
- EXHIBIT “I” Programs
- EXHIBIT “J” CRUP
- EXHIBIT “K” Depiction of City Improvements and Adjacent City Property

## GROUND LEASE AGREEMENT

This GROUND LEASE AGREEMENT (“**Lease**”) is entered into as of March 15, 2016, by and between the CITY OF IRVINE, a California municipal corporation (“**City**”), and IRVINE ICE FOUNDATION, a California non-profit public benefit corporation (“**Lessee**”).

### R E C I T A L S

A. City is the owner in fee of that certain real property that has been designated for development of a metropolitan park known as the “Orange County Great Park,” located in the City of Irvine, County of Orange, State of California, in the general location depicted on Exhibit “A” attached hereto (“**Great Park**”).

B. Lessee is a California non-profit public benefit corporation established to promote ice hockey and other ice-based youth sports and activities in Orange County.

C. Lessee desires to develop a four (4) sheet community ice facility on that portion of the Great Park comprised of approximately thirteen and one half (13.5) acres, more particularly described in the legal description attached hereto as Exhibit “B” and depicted on the Site Map (“**Premises**”).

D. City and Lessee desire to enter into this Lease to provide for City to lease to Lessee and Lessee to lease from City the Premises and for Lessee to design, develop and operate the ice facility as well as related programs on the Premises, on the terms and conditions set forth herein.

E. City has exercised its discretion in selecting the party with whom to enter into this Lease, approving the proposal and use of the Premises, and selecting the Lessee as the proposed lessee of the Premises. Such selections and approvals were made to protect and improve the public health safety and welfare in the City of Irvine.

### C O V E N A N T S

Based upon the foregoing Recitals, which are incorporated into this Lease by reference, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, City and Lessee hereby agree as follows:

1. BASIC LEASE INFORMATION.

The following is a summary of basic lease information (“**Basic Lease Information**”). Each item below shall be deemed to incorporate all of the terms in this Lease pertaining to such item. In the event of any conflict between the information in this Section and any more specific provision of this Lease, the more specific provision shall control.

City: City of Irvine, a California municipal corporation

Lessee: Irvine Ice Foundation, a California non-profit public benefit corporation

Premises: The property comprised of approximately thirteen and one-half (13.5) acres and more particularly described in the legal description attached hereto as Exhibit "B" and depicted on the Site Map.

Term (Section 4.1): Commencement Date: Upon the satisfaction of the Lease Conditions in Section 4.2.

Construction Completion Date: Upon the earlier of (a) the date City issues a certificate of occupancy for the Premises, or (b) the date that is eighteen (18) months after the Commencement Date.

Expiration Date: Twenty-five (25) Lease Years following the Construction Completion Date. A Lease Year is each consecutive period of twelve (12) full calendar months, following the Construction Completion Date.

Lessee shall have five (5) options to extend the Term, in each instance for an additional five (5) year period, as set forth in Section 4.3.

Construction Schedule (Section 6.4): Construction of the City Improvements shall be completed within the same time period that Lessee is required to complete the Project.

Construction of the Project by Lessee shall commence by beginning the rough grading of the Premises, no later than fifteen (15) days after the Commencement Date and shall be completed within eighteen (18) months after the Commencement Date.

Rent (Section 5): \$1.00 for the period commencing on the Commencement Date and ending on the Construction Completion Date; thereafter, the lesser of (i) twenty-five percent (25%) of Project Cash Flow, or (ii) Two Hundred Fifty Thousand Dollars (\$250,000) per Lease Year.

Use (Section 8): For the purpose of operating a community ice rink facility, as more particularly described in Section 8.



Notice Address of City  
(Section 22.1): City of Irvine  
City Hall  
One Civic Center Plaza  
Irvine, CA 92623-9575  
Attn: City Manager  
Facsimile: (949) 259-9350  
Email: sjoyce@ci.irvine.ca.us

with a copy to: Orange County Great Park Corporation  
P.O. Box 19575  
Irvine, CA 92623  
Attn: Chief Executive Officer  
Facsimile: (949) 724-6045  
Email: etolles@ci.irvine.ca.us

and to: Rutan & Tucker, LLP  
611 Anton Blvd. Suite 1400  
Costa Mesa, CA 92626  
Attn: Jeffrey T. Melching, City Attorney  
Facsimile: (714) 546-9035  
Email: jmelching@rutan.com

Key Contact for City: Eric Tolles

Telephone No.: (949) 724-7340

Address for Lessee (Section 22.1): Irvine Ice Foundation  
3150 Barranca Parkway  
Irvine, CA 92606-5202  
Attn: Michael Schulman  
Facsimile: (949) 759-5707  
Email: mschulman@hsventures.org

Key Contact for Lessee: Michael Schulman

Telephone No.: (949) 760-4300

2. DEFINED TERMS.

The following terms as used in this Lease shall have the meanings given below unless expressly provided to the contrary:

“**Adjacent City Property**” shall have the meaning ascribed in Section 8.21 of this Lease.

“**Affiliate**” means any person or entity directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with Lessee or Manager, as

applicable, which, if Lessee or Manager is a partnership or limited liability company, shall include each of the constituent members or partners, respectively thereof. The term “control” as used in the immediately preceding sentence, means, with respect to a person that is a corporation, the right to the exercise, directly or indirectly, of more than fifty percent (50%) of the voting rights attributable to the shares of the controlled corporation, and, with respect to a person that is not a corporation, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled person.

“**AIG**” shall have the meaning ascribed in Section 14.7 of this Lease.

“**Applicable Laws**” means all valid and enforceable federal, state, regional, and local laws, statutes, ordinances, regulations, and official policies applicable to the Premises and the referenced activity, as the same may be amended from time to time.

“**Approved Institution**” means a savings bank, a savings or building and loan association, a commercial bank or trust company (whether acting individually or in any fiduciary capacity), an insurance company, an educational institution or an institutional pension or retirement fund or system, a real estate investment trust or any other person or entity with assets (capital and surplus) in excess of Fifty Million Dollars (\$50,000,000), whose businesses include interim, construction or permanent lending secured by real estate (any of the foregoing, a “**Lender**”); provided, however, that an Affiliate of the Manager shall also be deemed to be an Approved Institution so long as the terms of any financing provided by said Affiliate are no less favorable to Lessee as would have been available from a Lender.

“**Approved Loan**” means a Project Construction Loan that comprises all or a part of Lessee’s Evidence of Financial Capability, as approved by City, and any refinancing of such loan, provided (i) such refinancing loan is obtained from an Approved Institution, (ii) such refinancing loan is made on reasonable commercial terms, as reviewed and verified by City in City’s reasonable discretion, and (iii) the principal amount of such refinancing loan does not exceed the outstanding principal balance of the loan it is replacing; provided, however, a refinancing loan that does not satisfy the requirements of clause (iii) shall constitute an Approved Loan if (a) Lessee proposes to use the excess amount of such loan to make capital repairs to the Improvements on the Premises, and (b) City has approved Lessee’s proposed capital repairs in its reasonable discretion.

“**City**” shall mean the City of Irvine, a California municipal corporation. The term “City” as used in this Lease includes the City of Irvine and any assignee of or successor to its rights, powers, and responsibilities.

“**City Improvements**” shall mean, collectively, those improvements to be constructed and installed by City, that are described on Exhibit “D” attached to this Lease.

“**City Lease Conditions**” shall mean the conditions in Section 4.2.1 that must be satisfied or waived by City prior to City leasing the Premises to Lessee.

“**City Manager**” shall mean the individual duly appointed to the position of City Manager of City or his or her authorized designee. The City Manager shall have the authority to administer and implement the terms of this Lease in accordance with Section 22.13 of this Lease.

“**City Off-Site Parking**” shall have the meaning ascribed in Section 8.20 of this Lease.

“**Commencement Date**” shall mean the date on which the Term commences, which shall occur upon the satisfaction of the Lease Conditions in Section 4.2.

“**Construction Completion Date**” shall mean the earlier of (a) the date City issues a certificate of occupancy for the Premises, or (b) the date that is eighteen (18) months after the Commencement Date.

“**Covered Parties**” shall mean City and OCGPC and their respective elected and appointed boards, members, officials, officers, agents, contractors, representatives, employees and volunteers.

“**Default Interest Rate**” means an annual rate of interest equal to the lesser of (a) the rate of interest which is announced and/or published in the Money Rates section of *The Wall Street Journal* from time to time as the prime rate (or if a range of rates is announced and/or published, the Prime Rate shall mean the highest of such rates), or (b) the highest rate permitted by Applicable Law, if any.

“**Effective Date**” shall mean the date on which this Lease is approved by City at a public meeting, which date shall be inserted into the preamble to this Lease.

“**Environmental Policy**” shall have the meaning ascribed in Section 14.7 of this Lease.

“**Force Majeure**” shall mean any event (the existence of which was not known as of the date this Lease was signed, or the date on which construction upon the Premises commenced, as applicable) beyond such party’s control and not caused by the acts or omissions of the delayed party which results in delays in a party’s performance of its obligations hereunder, including, without limitation, acts of nature or of the public enemy, fires, floods, earthquakes, strikes, freight embargoes, and unusually severe weather; delays of contractors or subcontractors due to any of these causes; strikes and substantial interruption of work because of labor disputes, delay in the granting of permits and other governmental approvals; inability to obtain materials or reasonably acceptable substitute materials (provided that the delayed party has ordered such materials on a timely basis and the delayed party is not otherwise at fault for such inability to obtain materials); and encountering Toxic Materials associated with Pre-Existing Environmental Conditions. Force Majeure does not include failure to obtain financing or have adequate funds, or any event that could have been avoided by exercising that standard of foresight and due diligence that any ordinary, prudent and competent person would exercise under the circumstances.

“**Great Park**” shall mean the Orange County Great Park referred to in Recital A of this Lease.

“**Gross Revenue**” shall mean all revenues and receipts of any kind or nature, whether cash, credit, or barter, received by Lessee in connection with or derived from the Premises or the Improvements thereon for the Lease Year in question, including, without limitation: (i) all amounts paid to or on behalf of Lessee by any party for the use or occupancy of any portion of the Premises, including, without limitation, payments for the use of the Premises and payments made by third parties for costs related to the operation of any portion of the Premises such as maintenance

charges, taxes, utilities, insurance costs, and service fees; (ii) all gross receipts of every kind and nature, from any business, use, or occupation, or any combination thereof, transacted, arranged, or performed, in whole or in part, on, from, or for services or sales from the Premises; (iii) proceeds of business interruption and similar insurance payable as a result of loss of revenues; and (iv) the fair market value of any non-monetary tangible or intangible item or service of value provided to or on behalf of Lessee by any person for the use or occupancy of any portion of the Premises or the use of the name of the Ice Rink thereon for advertising or promotional purposes. In the computation of Gross Revenues, there shall be excluded therefrom the following amounts: (i) proceeds of casualty insurance or condemnation awards; (ii) rebates, refunds, and discounts (exclusive of credit card discounts or commissions paid to a credit card system) to customers given in the ordinary course of obtaining such revenues; and (iii) excise, sales, and use taxes collected directly from patrons or guests or as a part of the sales price of any goods or services, such as gross receipts, admission, or similar taxes, which are accounted for by Lessee and remitted or paid to any governmental agency. Sales upon credit shall be considered cash sales and shall be included in the gross receipts for the period during which the goods or services are delivered or performed. Without limiting the foregoing, Gross Revenues shall include, without limitation, revenues from general admissions ticket sales, season passes, skate and other equipment rentals, public programs, private rentals and classes, merchandise, concessions, sponsorships, leagues and tournaments.

**“Ice Facility Operations”** shall have the meaning ascribed in Section 8.1 of this Lease.

**“Ice Rink”** shall have the meaning ascribed in Section 8.2 of this Lease.

**“Imposition”** or **“Impositions”** shall mean Taxes and all assessments, franchises, excises, license and permit fees, and other governmental levies and charges, general and special, ordinary and extraordinary, unforeseen and foreseen, of any kind and nature whatsoever which at any time during the Term may be assessed, levied, confirmed, imposed upon, or grow or become due and payable out of or in respect of, or become a lien on (a) the Premises and Improvements or any part thereof or any appurtenance thereto; (b) the income received by Lessee from guests, or others for the use or occupation of the Premises and the Improvements thereon; or (c) this Lease.

**“Improvements”** shall mean any improvements to the Premises, whether previously existing or constructed on the Premises by Lessee or City pursuant to this Lease, and including any and all amendments, modifications, additions, substitutions, and replacements thereof.

**“Large Event”** shall mean an event to be held at the Premises, for which the parking spaces located on the Premises are anticipated to be insufficient, and for which Lessee desires to use some or all of the City Off-Site Parking.

**“Large Ice Event”** shall mean an ice-related event to be held at the Premises, for which the parking spaces located on the Premises are anticipated to be insufficient, and for which Lessee desires to use some or all of the City Off-Site Parking.

**“Lease”** shall mean this Lease and all exhibits attached hereto.

**“Lease Conditions”** shall mean, collectively, the City Lease Conditions and the Lessee Lease Conditions.

**“Lease Year”** shall mean each consecutive period of twelve (12) full calendar months, following the Construction Completion Date. If the Construction Completion Date is a date other than the first day of a calendar month, the first Lease Year shall include that fractional portion of the calendar month in which the Construction Completion Date occurs and the first full twelve (12) months thereafter, and the last Lease Year shall end on the expiration or earlier termination of this Lease.

**“Leasehold Mortgage”** shall mean any mortgage, deed of trust, assignment of rents, fixture filing, security agreement, or similar security instrument, or other lien or encumbrance secured by an interest in the leasehold estate or any improvements, fixtures or equipment on the Premises, as more fully explained in Section 18.

**“Leasehold Mortgagee”** shall mean the holder of a Leasehold Mortgage. The terms of this Lease require that the holder be an Approved Institution.

**“Lessee”** shall mean Irvine Ice Foundation, a California non-profit public benefit corporation. The term “Lessee” includes any legally permissible assignee or successor to the rights, powers, and responsibilities of Lessee hereunder, in accordance with Section 13 of this Lease.

**“Lessee Lease Conditions”** shall mean the conditions in Section 4.2.2 that must be satisfied or waived by Lessee prior to Lessee leasing the Premises from City.

**“Lessee Parties”** shall mean Lessee Personnel and any guests or invitees of Lessee.

**“Lessee Personnel”** shall mean any employé, volunteer, contractor, subcontractor, consultant, representative or agent of Lessee, any person under Lessee’s supervision, control or direction, or any person retained or engaged by Lessee to conduct the Ice Facility Operations or any provision of this Lease, including, without limitation, the Manager.

**“Lessee’s Evidence of Financial Capability”** shall have the meaning ascribed in Section 4.2.1(c) of this Lease.

**“Management Agreement”** shall mean the management agreement entered into between the Manager and Lessee that sets forth the requirements for the Manager to perform the Ice Facility Operations.

**“Manager”** shall have the meaning ascribed in Section 8.4 of this Lease.

**“OCGPC”** shall mean the Orange County Great Park Corporation, a California non-profit mutual public benefit corporation.

**“Operating Expenses”** shall mean, on a cash basis and subject to the other limitations set forth below, all expenses paid by Lessee in connection with the operation of the Premises, including, without limitation, the following: (I) all insurance premiums for the Premises; (II) all Impositions; (III) all costs and expenses of operation, management, maintenance and repair of the Project, including, without limitation, the following costs by way of illustration: (i) utility expenses; (ii) labor costs, costs of materials, and contractors’ fees incurred in the management,

maintenance, repair and/or operation of the Project; (iii) maintenance, repair and component replacement of mechanical, plumbing, heating and air conditioning systems and elevators (whether considered an operating or capitalized expense) that are not funded out of the Replacement Reserve pursuant to Section 8.15 of this Lease; (iv) janitorial; (v) security; (vi) supplies; (vii) costs to advertise the Ice Facility Operations; (viii) waste disposal; (ix) management fees paid to the Manager in an amount not to exceed three percent (3%) of Gross Revenue; and (x) deposits into the Replacement Reserve pursuant to Section 8.15 of this Lease; (IV) debt service on any Approved Loan; (V) payments into operating and replacement reserves otherwise required by a permitted Leasehold Mortgagee; (VI) the Rent payable under this Lease; and (VII) reimbursement of any equity funds provided by Lessee or Manager for the construction of the Project in accordance with Lessee's Evidence of Financial Capability and for subsequent permitted alterations and improvements permitted hereunder. Notwithstanding anything to the contrary in the foregoing, Operating Expenses shall not exceed the reasonable cost thereof as measured by fees paid to third parties rendering similar services and shall not include any items paid from any of the reserves described in clause (V) herein, expenses reimbursed by insurance, federal and state taxes on net income, or costs incurred as a result of a default of Lessee under this Lease.

**“Option”** shall have the meaning ascribed in Section 4.3 of this Lease.

**“Outside Commencement Date”** shall mean the later of (i) fifteen (15) months after the Effective Date, or (ii) sixty (60) days after City accepts into City's Street System the segment of Ridge Valley located between Trabuco Road and 8<sup>th</sup> Street, in the City of Irvine, or such later date as may be mutually approved in writing by both parties.

**“Permits”** shall mean any and all governmental licenses, approvals, and permits required for Lessee's development of the Project, as the same may be amended or modified from time to time, which approvals include, without limitation, City's approval of an access study.

**“Pre-Existing Environmental Conditions”** shall have the meaning ascribed in Section 10.8 of this Lease.

**“Premises”** shall mean that certain real property consisting of approximately thirteen and one-half (13.5) acres of land area described in the legal description attached hereto as Exhibit “B” and depicted in the Site Map. The interests granted by City to Lessee hereunder are subject to any and all existing title exceptions of record, together with any exceptions that Lessee either knew of or reasonably should have known as a result of its due diligence prior to entering into this Lease. The lease of the Premises does not include any mineral, oil, gas, water, or other rights relative to the land.

**“Project”** shall mean the development described in Exhibit “E” to this Lease, and landscaping, lighting, signage, and other amenities, and all other on-site and off-site improvements required for development of the Premises, with all such improvements to be consistent with the Permits, all Applicable Laws, and development and building plans and permits approved by City. As used herein, the term “Project” shall not include the City Improvements. If there is any inconsistency between the description of the Project in this Lease and the approved plans and Permits for those improvements, the approved plans and Permits shall govern.

**“Project Budget”** shall mean a line-item budget to be submitted by Lessee to the City Manager and CEO of the OCGPC pursuant to Section 4.2.1(c) of this Lease that sets forth the costs to plan, design, engineer, finance, and construct the Project. The Project Budget shall be an amount not less than Thirty-Five Million Dollars (\$35,000,000).

**“Project Cash Flow”** shall mean, with respect to any Lease Year, the amount of Gross Revenue for such Lease Year less the Operating Expenses for such Lease Year, determined in accordance with generally accepted accounting principles.

**“Project Construction Loan”** shall mean a loan made by a Leasehold Mortgagee to Lessee for the development of the Project thereon in an aggregate amount equal to (i) the Project Budget less (ii) the amount of Lessee’s equity funds available and committed to the development of the Project, all as more particularly described in Section 4.2.1(c) of this Lease.

**“Remedial Plan”** shall mean that certain City of Irvine Remedial Plan dated August 2012, a copy of which has been made available to Lessee for its review.

**“Replacement Reserve”** shall have the meaning ascribed in Section 8.15 of this Lease.

**“Rent”** shall mean the annual rent payable by Lessee to City commencing on the Commencement Date, as such amount is adjusted and increased after the Construction Completion Date, all as set forth in Section 5.1 of this Lease.

**“Schedule of Performance”** shall mean that certain Schedule of Performance attached hereto as Exhibit “H” and incorporated herein by reference, setting out the dates and/or time periods by which certain obligations and conditions set forth in this Lease must be accomplished or satisfied.

**“Site Map”** shall mean that certain site map attached hereto and incorporated herein as Exhibit “C”.

**“Term”** shall have the meaning ascribed in Section 4.1 of this Lease.

**“Taxes”** shall mean all real and personal property taxes, possessory interest taxes, fees, assessments and charges, water and sewer rates and charges, and other similar governmental charges and impositions, whether general or special, ordinary or extraordinary, which may be levied, assessed, charged or imposed, or may become a lien or charge upon the Premises or any part or parts thereof, or upon Lessee’s leasehold interest in the Premises, Lessee’s ownership rights in the improvements and fixtures on the Premises, and Lessee’s rights pursuant to this Lease, or upon City’s ownership of the Premises, including, without limitation, all existing and future assessments and fees for public improvements, services, and facilities and impacts thereon, including arising out of any Community Facilities Districts, “Mello Roos” districts and similar assessment districts.

**“Toxic Materials”** shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, without limitation, any material or substance which is (i) defined as a “hazardous waste”, “extremely hazardous waste” or “restricted hazardous waste” under Sections

25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a “hazardous substance” under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substances Account Act), (iii) defined as a “hazardous material” under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated biphenyls, (viii) formaldehyde, (ix) listed under Article 9 or defined as “hazardous” or “extremely hazardous” pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (x) designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317), (xi) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903) (“RCRA”), or (xii) defined as “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601).

### 3. PREMISES.

3.1 Lease of Premises. Effective upon the Commencement Date, City hereby leases to Lessee, and Lessee hereby leases from City, the Premises, for the Term and upon the terms and conditions set forth in this Lease.

3.2 City Reservation. City hereby reserves to itself and its contractors, licensees, successors and assigns, the right to use of an area within the Premises consisting of ten (10) feet within and along the entire boundary of the Premises as depicted in Exhibit “C” attached hereto (“**Reservation Area**”) for underground utility purposes, along with the right to ingress and egress to such Reservation Area, for the purposes of installing, constructing, operating, repairing, maintaining and removing underground utility lines and improvements within the Reservation Area, including, without limitation, electric lines, telephone and data communication lines, irrigation lines, drainage lines, storm water detention and/or retention, sewer lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal systems, pipes, wires, siphons, valves, gates, pipelines, cable television service, electronic security systems and all machinery and apparatus appurtenant to all of the foregoing.

### 4. TERM.

4.1 Term. This Lease shall be effective between the parties as of the date set forth in the preamble; provided, however, that Lessee shall have no right to possession of the Premises prior to the Commencement Date. Subject to the possibility of earlier termination as provided for herein, the term of the Lease (“**Term**”) for the Premises shall commence on the Commencement Date and shall continue thereafter until the expiration of the twenty-fifth (25<sup>th</sup>) Lease Year following the Construction Completion Date, subject to extension pursuant to Section 4.3. The Commencement Date shall occur on the date that all of the Lease Conditions in Sections 4.2.1 and 4.2.2 have been satisfied or waived in writing by the benefitted party or parties, as provided therein;



provided, however, that if the Commencement Date does not occur by the Outside Commencement Date, the provisions of Section 4.2.4 shall apply. The parties agree to cooperate in causing a short form Memorandum of Lease to be recorded against the Premises on or after the Construction Completion Date that memorializes the existence of this Lease, recites that the Lease is available for public review and inspection as a public record in the office of the City Clerk of City, and identifies the Construction Completion Date and the expiration date of the Term.

#### 4.2 Conditions Precedent to Commencement of Term.

4.2.1 City Lease Conditions. Notwithstanding any other provision set forth in this Lease to the contrary, City's obligation to lease the Premises to Lessee shall be contingent and conditional upon the fulfillment or City's express written waiver of each of the following conditions precedent (collectively, the "**City Lease Conditions**") within the time periods specified below:

(a) *Permits and Approvals for Project.* By the Outside Commencement Date, Lessee shall have obtained final approval from City and each other governmental agency with jurisdiction over any of the Permits for the Project, and any statutory time period for filing an action appealing or challenging the permits and approvals shall have expired with no such action having been timely filed or, if any such action is timely filed, such action has been concluded in a manner that upholds the validity and enforceability of the challenged approvals and permits.

(b) *Permits and Approvals for City Improvements.* By the Outside Commencement Date, City shall have obtained final approval from all regulatory and governmental agencies with jurisdiction of all of the necessary permits and approvals required for City's construction of the City Improvements, and any statutory time period for filing an action appealing or challenging the permits and approvals shall have expired with no such action having been timely filed or, if any such action is timely filed, such action has been concluded in a manner that upholds the validity and enforceability of the challenged approvals and permits.

(c) *Lessee's Evidence of Financial Capability.* By the Outside Commencement Date, Lessee shall have submitted to City and City shall have approved all of the following (collectively, "**Lessee's Evidence of Financial Capability**"): (i) the Project Budget; (ii) if a Project Construction Loan is to be obtained, Lessee's Project Construction Loan documents (which shall be ready to record on the Commencement Date), (iii) evidence of the amount of Lessee's or Manager's equity funds available and committed to development of the Project on the Premises (if the Project Construction Loan does not equal or exceed the Project Budget); and (iv) evidence that the sum of Lessee's Project Construction Loan and available and committed equity funds collectively equal or exceed the Project Budget. Lessee shall certify that each of the items contained within Lessee's Evidence of Financial Capability is true and correct at the time of submittal. Lessee shall submit Lessee's Evidence of Financial Capability by August 31, 2016, and City shall review and approve or disapprove the same no later than thirty (30) days after receipt of a complete submittal. City shall not unreasonably withhold its approval.

(d) *Grading and Building Permits for Project.* By the Outside Commencement Date, Lessee shall have obtained final City approval of all grading plans and final building plans for the Project and City shall be ready to issue grading permits and building permits upon Lessee's payment of the requisite fees, posting of required security, and compliance with similar routine and ministerial requirements of City.

(e) *Insurance.* By the Outside Commencement Date, Lessee shall have provided to City the evidence of insurance required under Section 14 of this Lease.

(f) *Management Agreement.* By the Outside Commencement Date, Lessee shall have submitted to City and City shall have approved the form of Management Agreement proposed by Lessee. Lessee shall submit Lessee's proposed form of Management Agreement to City by August 31, 2016, and City shall review and disapprove the same no later than thirty (30) days after receipt. City shall not unreasonably withhold its approval.

(g) *Additional Insured Endorsement.* AIG shall have issued an endorsement to the Environmental Policy, to be effective as of the Commencement Date, listing Lessee as an additional insured with respect to the Pre-Existing Environmental Condition of the Premises, and City shall have approved any conditions imposed by AIG in connection with said endorsement.

4.2.2 Lessee Lease Conditions. Notwithstanding any provision set forth in this Lease to the contrary, Lessee's obligation to lease the Premises from City shall be contingent and conditional upon the fulfillment or Lessee's express written waiver of each of the following conditions precedent (collectively, the "**Lessee Lease Conditions**") within the time periods specified below:

(a) *Permits and Approvals for Project.* By the Outside Commencement Date, Lessee shall have obtained final approval from City and each other governmental agency with jurisdiction of all of the Permits for the Project, and any statutory time period for filing an action appealing or challenging the permits and approvals shall have expired with no such action having been timely filed or, if any such action is timely filed, such action has been concluded in a manner that upholds the validity and enforceability of the challenged approvals and permits.

(b) *Permits and Approvals for City Improvements.* By the Outside Commencement Date, City shall have obtained final approval from all regulatory and governmental agencies with jurisdiction of all of the necessary permits and approvals required for City's construction of the City Improvements, and any statutory time period for filing an action appealing or challenging the permits and approvals shall have expired with no such action having been timely filed or, if any such action is timely filed, such action has been concluded in a manner that upholds the validity and enforceability of the challenged approvals and permits.

(c) *Grading and Building Permits for Project.* By the Outside Commencement Date, Lessee shall have obtained final City approval of all grading plans

and final building plans for the Project and City shall be ready to issue grading permits and building permits upon Lessee's payment of the requisite fees, posting of required security, and compliance with similar routine and ministerial requirements of City.

(d) *Management Agreement.* By the Outside Commencement Date, Lessee shall have obtained final approval from City of the form of Management Agreement proposed by Lessee.

(e) *Additional Insured Endorsement.* AIG shall have issued an endorsement to the Environmental Policy, to be effective as of the Commencement Date, listing Lessee as an additional insured with respect to the Pre-Existing Environmental Condition of the Premises, and City shall have approved any conditions imposed by AIG in connection with said endorsement.

4.2.3 Satisfaction of Conditions. Subject to any reserved rights and City's exercise of its legislative discretion, where satisfaction of any of the Lease Conditions requires action by City, the applicable party shall use its diligent efforts, in good faith, and at its own cost, to expeditiously satisfy such condition(s). If one party is not in a position to know whether or not a particular condition has been satisfied or the status thereof, then upon such party's request the other party that is aware of the status of the satisfaction of the condition shall provide such information to the inquiring party with respect to such condition as shall be within the knowledge of the responding party.

4.2.4 Termination if Lease Conditions Not Satisfied. In the event each of the City Lease Conditions set forth in Section 4.2.1 is not fulfilled by the applicable deadline, any unsatisfied City Lease Conditions are not waived in writing by City, and City is not then in default of its obligations hereunder, City at its option may terminate this Lease by delivery of written notice of termination to Lessee. In the event each of the Lessee Lease Conditions set forth in Section 4.2.2 is not fulfilled by the applicable deadline, any unsatisfied Lessee Lease Conditions are not waived in writing by Lessee, and Lessee is not then in default of its obligations hereunder, Lessee at its option may terminate this Lease by delivery of written notice of termination to City. In the event of a termination pursuant to this Section 4.2.4 in a situation in which neither party is then in default of its obligations set forth in this Lease, neither party shall have any further rights or obligations hereunder. No termination under this Lease shall release either party then in default from liability for such default.

4.3 Option to Extend Term. Lessee shall have five (5) options to extend the Term for, in each instance, a period of five (5) additional Lease Years, upon the terms and conditions set forth herein (each, an "**Option**"). In the event Lessee elects to exercise an Option to extend the Term, Lessee shall deliver to City written notice of its intent to exercise the Option in the manner set forth in Section 22.1 which requires a copy of the notice be sent to the OCGPC and the City Attorney (an "**Option Exercise Notice**"), at least one hundred eighty (180) days prior to the expiration of the Term. If any default of Lessee under this Lease is outstanding either at the time of Lessee's delivery of an Option Exercise Notice or at any time prior to the first day of an extension Term (or if any event shall have occurred which with the giving of notice or the passage of time or both would constitute such a default), then City may elect by notice to Lessee to reject Lessee's exercise of its option to extend, whereupon the extension shall be null and void unless

Lessee subsequently cures the default within the time period permitted under this Lease for cure of the default at issue. If Lessee elects to exercise an Option, the term "Term" as used herein shall include the extended Term and all terms and conditions of this Lease shall continue to apply.

4.4 Lessee's Right of Entry Prior to Commencement Date. Subject to the terms and conditions set forth herein, Lessee and its agents, contractors, consultants, and employees shall have reasonable access to the Premises, during normal business hours, as may be reasonably necessary for the purpose of preparing the plans and specifications for the Project. As a condition to any such entry, inspection or testing, Lessee shall (a) apply for and obtain an entry permit from City (the "**Entry Permit**"); (b) notify City in advance of the date and purpose of the intended entry and provide to City the names and affiliations of the persons entering the Premises; (c) conduct all activities in a diligent, expeditious and safe manner and not allow any dangerous or hazardous conditions to occur on the Great Park; (d) comply with all Applicable Laws, governmental regulations, and the Entry Permit; (e) keep the Great Park free and clear of all materialmen's liens, lis pendens and other liens arising out of the entry by or on behalf of Lessee; (f) promptly repair any and all damage to the Great Park caused by Lessee, its agents, employees, contractors, or consultants; (g) maintain in effect the insurance described in Section 14 of this Lease; (h) not interfere in any way with the activities conducted by Second Harvest, including, without limitation, any crops planted by Second Harvest, pursuant to the Second Harvest Agreement; (i) not enter upon any portion of the Premises subject to the OC Produce Agreement; and (j) not interfere in any way with any construction work or other activities of City or any other party. In connection with clause (j) of the preceding sentence, Lessee acknowledges that there may be times when access to the Premises will not be available to Lessee due to City's construction and other activities thereon and that City may from time to time need to schedule Lessee's access to a more convenient time. Lessee shall indemnify, defend and hold harmless the Covered Parties from and against any and all loss, cost, liability or expense (including reasonable attorneys' fees) arising from the entries of Lessee, its agents, contractors, consultants, and employees upon the Great Park or from Lessee's failure to comply with the conditions to Lessee's entry onto the Premises provided for herein. Notwithstanding anything to the contrary set forth in this Lease, such indemnity shall survive the termination of this Lease for any reason.

## 5. RENT.

5.1 Rent. For the period commencing upon the Commencement Date and continuing until the Construction Completion Date, Lessee shall pay to City as rent the sum of One Dollar (\$1.00). For each Lease Year, Lessee shall pay to City as rent the lesser of (a) twenty-five percent (25%) of the Project Cash Flow for such Lease Year, or (b) the sum of Two Hundred Fifty Thousand Dollars (\$250,000). Rent for a particular Lease Year shall be due and payable on or prior to April 30 of the subsequent Lease Year (or, in the case of the final rent payment, on or prior to April 30 following the final Lease Year.

5.2 Place for Payment of Rent. All Rent to be paid by Lessee and any other amounts to be paid to City as provided in this Lease shall be payable in lawful money of the United States of America without prior notice or demand and without abatement, offset, or deduction of any kind, to City at its address set forth in Section 22.1 or at such other place or places as may be designated from time to time in writing by City.

5.3 Net Lease. This is an absolute net lease and, except as otherwise expressly set forth in this Lease, all costs, expenses, and obligations of every kind relating to the Premises and to the use, operation, management, and occupancy thereof, whether now existing or hereafter arising, and whether or not now customary or within the contemplation of the parties hereto, which may arise or become due during the Term, shall be paid by Lessee. Lessee shall make all payments required by this Lease, including, without limitation, the payment of Rent, without any claim on the part of Lessee for diminution, set-off, or abatement, and nothing shall suspend, abate, or reduce any Rent to be paid hereunder, except as may be otherwise specifically provided in this Lease.

## 6. CONSTRUCTION OF PROJECT AND CITY IMPROVEMENTS.

6.1 Lessee Obligation to Develop Project. Provided the Commencement Date occurs, Lessee shall develop the Project on the Premises in strict accordance with this Lease, the approved Permits, the plans and drawings to be submitted by Lessee and approved by City as set forth herein, and all Applicable Laws; provided, however, that nothing herein shall constitute a representation, warranty, or guarantee by City that City or any other governmental agency with jurisdiction will approve any of such plans, drawings, or other documents or submittals. If Lessee desires to make any change in any development or building plans after the same have been approved, the proposed change shall be submitted to City for approval.

6.2 City Obligation to Develop City Improvements. Provided the Commencement Date occurs, City shall develop the City Improvements in accordance with any approved permits and all Applicable Laws; provided, however, that nothing herein shall constitute a representation, warranty, or guarantee by City that City or any other governmental agency with jurisdiction will approve any of the plans, drawings, or other documents or submittals relating to any of the City Improvements. If City desires to change any plans, drawings, or other documents or submittals pertaining to the City Improvements, the proposed change shall be submitted to Lessee for review. City shall reasonably consider any comments and/or suggestions received from Lessee with respect to City's proposed changes, provided that such comments and/or suggestions are provided to City within thirty (30) days after City's submittal of proposed changes to Lessee. Other than the City Improvements, City shall have no obligation to make any additions, alterations, improvements or repairs in, on or about the Premises.

### 6.3 Development Approvals.

6.3.1 Design Review. Lessee acknowledges that the Ice Rink, the related Improvements and overall Project shall be a world class facility, with such Project to be first class in architectural design and quality. In addition to all other design approvals required by Applicable Law, Lessee shall also submit to the "Design Review Process" pursuant to the terms and conditions set forth in Exhibit "G" attached hereto. City and Lessee agree to cooperate in the Design Review Process and Lessee shall submit all such plans, drawings, and materials pertaining to the Project as required by Exhibit "G" for approval by the City or City's designee within the time periods set forth therein. On or before the date Lessee submits its "Conceptual Review" designs pursuant to the Design Review Process, Lessee shall pay City the sum of Ten Thousand Dollars (\$10,000) as reimbursement, in part, for costs and expenses incurred by City in connection with the "Design Review Process."

6.3.2 Plans, Approvals, and Permits. By August 31, 2016, Lessee shall submit to City and any other governmental agency with jurisdiction applications and preliminary plans, drawings, and materials for all permits and approvals and land use and other entitlements which may be required for the Project by City or any other governmental agency with jurisdiction over the Project, including, without limitation, an access study. Lessee shall diligently respond to all comments received from City staff, including making any revisions to said plans, drawings, and materials as necessary to address City's comments. Lessee's final construction drawings, plans, and specifications for the Project ("Final Plans") shall be in conformity with all requirements set forth in this Lease, City's Municipal Code, and all Applicable Laws. The Final Plans shall contain all information required to obtain all necessary grading, building, and related construction permits required for the Project. Lessee shall pay all normal and customary City fees and post or provide all normal security instruments relating to its final plans, the issuance of such construction permits, and inspection of the work to be performed in constructing the Project.

6.4 Construction Schedule. Within fifteen (15) days after the Commencement Date, Lessee shall begin construction of the Project by commencing the rough grading of the Premises. Once construction is commenced by Lessee, it shall be continuously and diligently pursued to completion and shall be completed no later than the date that is eighteen (18) months after the Commencement Date, and shall not be abandoned for more than five (5) consecutive days, subject to extension based upon the occurrence of any Force Majeure delay. During the course of construction, Lessee shall keep City informed of the progress of construction on a monthly basis, which progress reports shall be in writing upon City's request. City shall complete the City Improvements no later than the date that Lessee is required to complete the Project as set forth in this Section, and shall use its reasonable commercial efforts to schedule and complete components of the City Improvements within any earlier timeframes as reasonably necessary to accommodate Lessee's construction schedule.

6.5 Project Costs. Lessee shall be responsible for all costs of constructing the Project, including, without limitation, pre-development costs incurred for items such as planning, design, and engineering, all development, building, and inspection fees, costs for insurance and bonds, and all construction costs.

6.6 LEED Certification. Lessee shall construct the Project in accordance with U.S. Green Building Council guidelines, and shall obtain a Leadership in Energy & Environmental Design (LEED) Silver certification for the Project.

## 7. GENERAL PROVISIONS FOR ALL CONSTRUCTION.

7.1 Permits. Lessee shall secure all permits and approvals which may be required for any work on the Premises.

7.2 Contractors. All contractors and subcontractors shall be licensed contractors in accordance with all Applicable Laws, possessing good labor relations, capable of performing quality workmanship. All work shall be coordinated with any other construction or other work in the Great Park in order not to adversely affect construction work being performed by or for City or its lessees.

7.3 Materials. Lessee shall use only new, first-class materials, except where explicitly shown in the plans approved by City. All work shall be done in a good and workmanlike manner. Lessee shall obtain contractors' warranties of at least one (1) year duration from the completion of the work against defects in materials and workmanship.

7.4 Schedule. Once any work of repair, alteration or improvement has been commenced by or under Lessee, Lessee shall cause such work to be diligently prosecuted to completion, at no cost or expense to City, in a good and workmanlike manner according to and in conformity with plans and specifications approved in writing by City and all Applicable Laws and the applicable requirements of this Lease and City.

7.5 Liens. Lessee shall keep the Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by or for Lessee. In the event that, within ten (10) days following the imposition of any such lien, Lessee fails to cause the same to be released of record by payment or posting of a proper lien release bond, City shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to cause the same to be released by such means as it shall deem proper, including payment of or defense against the claim giving rise to such lien. All sums paid by City and all expenses incurred by it in connection therewith shall create automatically an obligation of Lessee to pay to City an equivalent amount within five (5) days after Lessee's receipt of City's demand therefor with interest at the Default Interest Rate to be charged from date of payment by City until paid by Lessee. Nothing herein shall imply any consent by City or subject City's estate to liability under any mechanics' or other lien law. Lessee shall indemnify, defend and hold City harmless from and against any lien or claim of lien filed against the Premises which result from Lessee's use of the Premises or the Ice Facility Operations.

7.6 Notice of Non-Responsibility. City shall, at any and all times during the Term, have the right to post and maintain on the Premises and to record any notice or notices of non-responsibility.

7.7 Rights of Access. Representatives of City shall have the reasonable right of access to the Premises without charges or fees, at normal construction hours during the period of any construction for the purposes of this Lease, including, without limitation, inspection of any work being performed. City shall provide reasonable prior notice to Lessee of such entry, and shall seek to minimize interference with Lessee's use of the Premises and Improvements as much as is reasonably feasible. Such entry shall be in compliance with all applicable safety rules and regulations.

7.8 Compliance with Laws. Lessee shall carry out the design and construction of any Improvements, including the Project, in conformity with all Applicable Laws, including the City zoning and development standards, building, plumbing, mechanical, fire, and electrical codes, and all other provisions of City's Municipal Code, all applicable disabled and handicapped access requirements, and all environmental mitigation measures imposed as conditions of approval of the development. In addition, Lessee shall carry out the construction of the Project and the development of the Premises in conformity with all applicable federal and state labor laws, including, without limitation, the requirement under California law to pay prevailing wages and hire apprentices, if applicable. Lessee acknowledges and agrees that it shall be independently

responsible for reviewing the Applicable Laws with respect to development on the Premises and complying therewith. Notwithstanding the foregoing, in addition to any other Lessee indemnifications of City set forth in this Lease, Lessee shall indemnify, defend, and hold the Covered Parties harmless from and against any liability, loss, damage, cost or expenses (including, without limitation, reasonable attorneys' fees, expert witness fees, court costs, and costs incurred related to any inquiries or proceedings) which, in connection with the development or construction by or under the direction of Lessee, arises from or is related to (a) the noncompliance by Lessee of any Applicable Law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages and hire apprentices); (b) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (c) failure by Lessee to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the parties that, in connection with the Lessee's development and construction on the Premises, Lessee shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. "Increased costs," as used in this Section 7.8, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. Lessee shall be solely responsible for determining and effectuating compliance with such laws. Lessee hereby expressly acknowledges and agrees that City has not previously affirmatively represented to Lessee or its contractor(s) for the construction or development of the Project or any other improvement, in writing or otherwise, in a call for bids or otherwise, that the work to be covered by this Lease is not a "public work," as defined in Section 1720 of the Labor Code.

7.9 Non-Discrimination During Construction. Lessee for itself and its successors and assigns agrees that in the construction of any Improvements on the Premises, Lessee will not discriminate against any employee or applicant for employment because of sex, marital status, race, color, creed, religion, national origin, or ancestry or any other basis prohibited by law.

7.10 Faithful Performance and Labor and Material (Payment) Bonds. Lessee shall procure, or cause the procurement of, contractor's bonds covering labor, materials, and faithful performance for construction on the Premises and the Improvements in accordance with the following requirements:

(a) As to the Project, such bonds shall be in an amount equal to one hundred percent (100%) of the construction price in the contract entered into by Lessee and its general contractor.

(b) As to subsequent work involving repair or alteration of the Improvements in an aggregate amount exceeding Two Hundred Fifty Thousand Dollars (\$250,000), such bonds shall be in the amount equal to one hundred percent (100%) of the construction price in the contract entered into by Lessee and its general contractor. Subsequent work in an aggregate amount of Two Hundred Fifty Thousand Dollars (\$250,000) or less shall not be subject to bonding requirements.

Said bonds and the construction contract must first be approved in writing as to content and form by City. Lessee shall, prior to commencement of construction, deliver to City a certificate or



certificates from the bonding company or companies issuing the aforesaid bonds. The provisions of paragraphs (a) and (b) of this Section shall be applicable to construction, repairs, or alterations to the Premises and the Improvements at all times during the Term.

7.11 Consent for Alterations. Following the completion of the Project, Lessee shall not make or permit to be made any alteration of, addition to, or change in the Improvements, other than (a) routine maintenance, repairs, interior decoration, and minor interior alterations and (b) alterations, additions, or changes not open to public view which cost in the aggregate less than an amount equal to One Hundred Thousand Dollars (\$100,000), nor demolish all or any part of the Improvements, without the prior written consent of City. In requesting such consent, Lessee shall submit to City detailed plans and specifications of the proposed work and an explanation of the need and reasons thereof. Notwithstanding the prohibition in this Section 7.11, Lessee may make such changes, repairs, alterations, improvements, renewals, or replacements to the Improvements as are required by reason of any Applicable Laws. Nothing herein shall be construed to eliminate any requirement of Lessee to obtain consents and approvals from City as required by City in its capacity as a regulatory agency rather than a landlord.

7.12 Ownership of Improvements. All Improvements on the Premises constructed or installed by Lessee as permitted or required by this Lease shall, during the Term, be and remain the property of Lessee. All Improvements located on the Premises, whether existing thereon at the commencement of the Term, or constructed or installed thereon by Lessee as permitted or required by this Lease, shall, at the expiration or sooner termination of the Term, be and remain the property of City. Subject to Lessee's rights and obligations set forth in this Lease relating to alterations and additions, Lessee shall have no right at any time to waste, destroy, demolish or remove any of the Improvements. Lessee's rights and powers with respect to the Improvements are subject to the terms and limitations of this Lease.

## 8. USE OF PREMISES.

8.1 Permitted Use of Premises; Required Ice Facility Operations. Lessee shall use the Premises for the purpose of operating a community ice rink on the terms and conditions set forth herein ("**Ice Facility Operations**").

8.2 Continuous Operation; Hours of Operation. Within thirty (30) days after the completion of the Project and continuing for the Term, Lessee shall cause the four (4) sheet ice rink developed on the Premises (collectively, the "**Ice Rink**") to be open and operating at a minimum from 7:00 a.m. until 10:00 p.m., six (6) days per week, except for national holidays.

8.3 Programs. During the Term of the Lease, Lessee shall provide and/or permit the programs set forth on Exhibit "I" attached hereto pursuant to the terms and conditions set forth therein.

8.4 Management; General Duties. Prior to Lessee's completion of the Project, Lessee shall enter into the Management Agreement with Ice Management, LLC, a California limited liability company (the "Manager"), in a form reasonably approved by City. Pursuant to the Management Agreement, Lessee shall cause the Ice Facility Operations to be operated in a proper and efficient business manner. Lessee shall or shall cause the Manager to be responsible for the

day-to-day management and operation of the Ice Facility Operations, including hiring and discharging of employees of the Ice Facility Operations and determining the terms of their employment, maintaining adequate inventories of supplies and merchandise, complying with all Applicable Laws, maintaining quality control, maintaining the operating hours of the Ice Rink, and marketing and advertising. Lessee agrees at all times to act and to cause the Manager to act in the best interest of City and to implement or cause to be implemented the generally applicable policies, rules, and regulations established by City from time to time with respect to the Great Park. The Management Agreement shall provide that City is an express third party beneficiary to the terms thereof, and that the Management Agreement may not be modified without the City's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed provided the proposed modifications would not have a deleterious effect on City or on the operation and management of the Ice Facility Operations.

8.5 Project Cash Flow. The Management Agreement shall require the Manager to timely repay any Leasehold Mortgage obtained by Lessee from the Gross Revenue derived by Lessee from operating the Project. To the extent that there is Project Cash Flow after Lessee's timely payment of all costs constituting Operating Expenses and payment of Rent to City, any such Project Cash Flow may be utilized to support Lessee's mission of promoting ice hockey and other ice-based youth sports in Orange County, provided Lessee timely complies with the following procedure:

8.5.1 Submittal of Project Cash Flow Statement. Within ninety (90) days after the close of each Lease Year, Lessee shall submit to City for its review and approval a statement containing an itemization and a reasonable explanation of the composition of Project Cash Flow for the applicable Lease Year, certified by Lessee (and individually by an officer, partner, member or trustee of Lessee, if Lessee is a corporation, partnership, limited liability company or trust) as an accurate accounting of Lessee's Project Cash Flow. Such statement shall be accompanied by a certificate of an independent certified public accountant with a national accounting firm or otherwise reasonably acceptable to City ("**Accountant**"). The Accountant's certificate shall be addressed to City, and shall state that the Accountant is familiar with the definition of Project Cash Flow in this Lease and is attesting to the accuracy of Project Cash Flow. Lessee shall provide to City such other additional reports and information on Project Cash Flow as reasonably required by City, and Lessee agrees that each such additional report and information shall be and is hereby certified to be true and correct.

8.5.2 Books and Records; Rights of Inspection and Audit. Lessee shall keep and cause any third parties to keep Books and Records in an accurate manner according to generally accepted accounting principles consistently applied. As used herein, the term "**Books and Records**" shall mean all of the books, records, receipts, invoices, and accounting reports or statements relating to Project Cash Flow, and any other information or records relevant to the determination of Project Cash Flow. Such Books and Records shall be kept for a minimum period of ten (10) years after the end of the Lease Year to which such items pertain and shall be kept and maintained and/or made available to City in Orange County. City shall be entitled to inspect, examine, and to copy at City's expense the Books and Records for the purpose of this Lease. Lessee shall cooperate fully with City in making the inspection. City shall also be entitled to an independent audit of Lessee's Books and Records by a certified public accountant to be designated by City.

8.6 Standard of Performance. As a material inducement to City entering into this Lease, Lessee represents and warrants that the Manager is a qualified provider of first-class services and is experienced in performing the services contemplated herein and, in light of such status and experience, Lessee covenants that Lessee shall cause the Manager to follow the highest professional standards in performing the Ice Facility Operations required hereunder.

8.7 Lessee Personnel. Lessee shall or shall cause the Manager to keep the Premises adequately staffed with sufficient personnel to service the demands and requirements of its customers and guests. Lessee shall or shall cause the Manager to ensure that all Lessee Personnel engaged in the Ice Facility Operations are fully qualified, competent and experienced, and authorized and permitted under Applicable Law to conduct the Ice Facility Operations. Lessee shall or shall cause the Manager to be responsible for hiring, training, discharging, and supervising all employees and labor necessary to properly maintain and operate the Ice Facility Operations. Such personnel shall be employees of Lessee or the Manager for all purposes and all costs incidental thereto shall be a cost to Lessee or to Manager (as applicable). In connection therewith, Lessee shall or shall cause the Manager to pay the costs of the salary and wages, payroll taxes, employee's health insurance, worker's compensation, training and development costs, and termination benefits payable pursuant to Applicable Law and other benefits of employees who are required to manage, operate and maintain the Ice Facility Operations.

8.8 Safety. Lessee shall be solely responsible at all times for monitoring the conduct and ensuring the safety of the Lessee Parties on the Premises, including, without limitation, employing and ensuring that adequate security personnel are present at the Premises at all times, installing security cameras within the Premises (both inside the Ice Rink and within the parking areas on the Premises), and installing adequate lighting within the parking areas on the Premises. Lessee shall or shall cause the Manager to correct all safety deficiencies and violations of safety practices immediately and shall cooperate fully with City in the investigation of accidents occurring on the Premises.

8.9 Licenses, Approvals and Permits. Lessee shall or shall cause the Manager to secure, at its sole cost and expense, any and all licenses, permits and approvals that may be required by Applicable Law for the Ice Facility Operations and its use of the Premises. Subject to the provisions of Section 22.7 below, City acknowledges that Lessee or the Manager plans to obtain a liquor license in connection with the operation of the Premises.

8.10 Advertising. Lessee shall or shall cause the Manager to market, advertise and promote the Ice Facility Operations. Each of Lessee and the Manager is subject to and shall comply with all terms of the Event Marketing Guidelines attached hereto as Exhibit "F". In addition, at City's option, Lessee shall or shall cause the Manager to either maintain membership in an association ("**Association**") or participate in a promotional service ("**Promotional Service**") established by City or one of its designees, such as the OCGPC. Lessee agrees to pay or to cause the Manager to pay to City, as Lessee's share of the Association or Promotional Service, as the case may be, an annual charge ("**Promotional Fee**"), to be determined by the City, in its reasonable discretion, based upon the total square footage of the Premises. Such Promotional Fee shall be assessed annually and used for Great Park promotional activities at City's discretion.

8.11 Naming of Ice Rink. City shall have reasonable approval rights over the naming of the Ice Rink.

8.12 General Prohibitions. Lessee shall not do or permit anything to be done by a Lessee Party in or about the Premises or the Great Park which will in any way obstruct or interfere with the rights of others involved in the operations, maintenance, construction or use of the Great Park or injure or annoy them or use or allow the Premises or the Great Park to be used for any improper, immoral, unlawful, or objectionable purpose, nor shall Lessee cause, maintain or permit any nuisance or waste in, on, or about the Premises or other portions of the Great Park by any Lessee Party.

8.13 Drug Free Covenant. Lessee shall and shall cause the Manager to maintain a drug free environment on the Premises. Lessee covenants to City that Lessee and all Lessee Parties shall not unlawfully manufacture, distribute, dispense, possess or use controlled substances, including such substances defined in 21 United States Code Section 812 and California Health and Safety Code Section 11007 (or successor statutes), including marijuana, heroin, cocaine, and amphetamines on the Premises. If Lessee or any Lessee Personnel is convicted or pleads guilty or nolo contendere to a charge of unlawfully manufacturing, distributing, dispensing, possessing or using controlled substances on the Great Park, then City shall have the right to terminate this Lease.

8.14 Lessee Responsible for Costs of Ice Facility Operations. Lessee shall or shall cause the Manager to be responsible for all costs related in any way to the Ice Facility Operations, and shall provide at its sole cost and expense all signage, facilities, equipment, supplies, materials, staffing, training, and instruction necessary for the Ice Facility Operations.

8.15 Replacement Reserve. Commencing on the earlier of the date Ice Facility Operations commence, or the Construction Completion Date, Lessee shall, or shall cause the Manager to, annually set aside a minimum of Fifty Thousand Dollars (\$50,000) per year, increasing annually by three percent (3%), or such increased amount required by a Leasehold Mortgagee, into a separate interest-bearing trust account (the "Replacement Reserve"). Funds in the Replacement Reserve shall be used only for capital repairs, improvements, and replacements to the Ice Rink and equipment which are normally capitalized under generally accepted accounting principles. The non-availability of funds in the Replacement Reserve does not in any manner relieve or lessen Lessee's obligation to undertake any and all necessary capital repairs, improvements, or replacements and to continue to maintain the Ice Rink as a world-class facility in the manner prescribed herein. Not less than once per year, Lessee, at its expense, shall submit to City an accounting for the Replacement Reserve. Capital repairs to and replacement of the Ice Rink shall include only those items with a useful life of ten (10) years or more, including, without limitation, the following: air conditioning and heating replacement; roofing repair and replacement; Zamboni replacement; irrigation pipe and controls replacement; sewer line replacement; water line replacement; gas line pipe replacement; and elevator replacement and upgrade work.

Funds in the Replacement Reserve account may be withdrawn by Lessee or the Manager only upon the prior written approval of the City Manager, which approval may be given or withheld in City Manager's reasonable discretion.

8.16 Lessee's Signage. Subject to satisfaction of all Applicable Laws and City's reasonable consent, Lessee shall have the right, at its sole cost and expense, to install exterior signs on the Premises; provided that such signage only relates to Lessee's or the Manager's use of the Premises. In the event City creates a comprehensive monument sign program for the Great Park, Lessee shall have a right to signage on a portion of one such monument sign subject to satisfaction of all Applicable Laws and City's reasonable monument sign criteria. Lessee shall or shall cause the Manager to pay to City its proportionate share of the cost to construct, maintain, repair and operate such monument signage.

8.17 Closures and Detours. Lessee acknowledges that the Great Park is expected to undergo continuous development and construction during the Term, and that certain access roads and paths leading to the Premises will be shared by Lessee with other Great Park tenants, users and visitors, and are subject to temporary closure and detour for development and construction during the Term. City shall exercise reasonable efforts to minimize disruption to Lessee's use and enjoyment of such access due to development and construction. In addition, the Premises and the Ice Facility Operations may be impacted by other Great Park programs and activities and development that may cause all or portions of the Great Park, including the Premises, to be restricted or closed to the general public for certain periods of time. City shall have no liability to Lessee for any losses, costs or expenses of any kind incurred by Lessee as a result of or in connection with such activities or closures and Lessee shall not be entitled to any Rent setoff or abatement for any losses to Lessee resulting therefrom.

8.18 Waiver of Relocation Benefits. Lessee, for itself and for its agents, successors, assigns, and all entities related to any of the foregoing, and on behalf of all persons claiming any interest in the Premises or this Lease fully releases, acquits and discharges the Covered Parties, from all rights, claims, demands, actions or causes of action for relocation benefits or assistance under federal and state relocation assistance laws (including, without limitation, California Government Code Section 7260 et seq.) arising from Lessee's use of the Premises or this Lease or its termination.

8.19 Entry and Inspection. City and its employees and agents shall have the right to enter the Premises for the purpose of inspecting the same, to post notices of non-responsibility, to exercise any rights under this Lease, and to make any repairs or improvements which City may deem necessary or proper for the preservation of the Premises if Lessee defaults in its obligation to do so hereunder; provided that nothing contained herein shall be construed as obligating City to make any such repairs or improvements.

8.20 City Off-Site Parking. A component of the City Improvements consists of City's provision of approximately three hundred fifty (350) parking spaces, as further described on Exhibit "D" and depicted on Exhibit "K" (the "**City Off-Site Parking**"). The City Off-Site Parking is currently anticipated to be located on a portion of the Adjacent City Property; provided, however, that City shall have the right, in its sole discretion, to temporarily or permanently relocate the City Off-Site Parking to another location within the Great Park, provided that such relocated City Off-Site Parking is within walking distance from the Premises, as reasonably determined by Lessee. Lessee shall be permitted to use the City Off-Site Parking only for events which have been coordinated with and approved by the City Manager pursuant to the process set forth in Exhibit "I". Prior to the first use of the City Off-Site Parking for a Large Event, Lessee shall

prepare and submit to the City Manager for his or her review and approval a traffic management plan (the "Traffic Management Plan"), making revisions as necessary to obtain the City Manager's written approval, which approval shall not be unreasonably withheld, conditioned, or delayed. The Traffic Management Plan shall require, at Lessee's sole cost and expense, the use and installation of temporary lighting within and around the City Off-Site Parking during all hours of darkness immediately before, during, and immediately after any Large Event. Once approved by the City Manager, the Traffic Management Plan may not be modified without the prior written consent of the City Manager; provided, however, that the City Manager shall have the authority to require modifications to the approved Traffic Management Plan that the City Manager reasonably believes are necessary. Lessee shall comply with the approved Traffic Management Plan when using the City Off-Site Parking for a Large Event.

Other than solid waste and recycling items appropriately deposited in solid waste and recycling containers, Lessee shall be solely responsible for clearing off and removing any trash, debris, or other items (including recyclable materials) discarded on the City Off-Site Parking immediately before, during, and immediately after a Large Event, and to repair any damage caused by use of the City Off-Site Parking for a Large Event. Lessee shall indemnify, protect, defend and hold harmless, individually and collectively each and all of the Covered Parties from and against any Claims arising out of or relating to the use of the City Off-Site Parking for a Large Event. Subject to Lessee's obligations in the immediately preceding sentences in this Section 9.4, (i) Lessee shall have no responsibility to maintain or repair the City Off-Site Parking, and (ii) City shall be solely responsible to maintain and repair the City Off-Site Parking.

8.21 Use of Adjacent City Property. Lessee acknowledges that City is a party to that certain Site Lease Agreement entered into on October 27, 2009, with Cirque du Soleil America, Inc. ("**Cirque**" or the "**Cirque Lease**," as applicable), and that pursuant to the Cirque Lease, Cirque has annual options to use the property located to the east of the Premises, as depicted on the Site Map (the "**Adjacent City Property**") for approximately twelve (12) week intervals, for Cirque du Soleil shows. The final option expires on or about June 30, 2018, and, if exercised by Cirque, entitles Cirque to use the Adjacent City Property until approximately March 22, 2019. Lessee agrees to reasonably cooperate with City to accommodate Cirque's use of and access to the Adjacent City Property pursuant to the Cirque Lease. Lessee acknowledges that upon expiration or earlier termination of the Cirque Lease, City may enter into a lease or other use agreement for all or portions of the Adjacent City Property.

8.22 Existing Agricultural Use Agreements. Lessee acknowledges that portions of the Premises are currently subject to (i) that certain Agreement for Contract Services ("**Second Harvest Agreement**"), entered into on or about December 18, 2013, by and between City and Second Harvest Food Bank of Orange County, Inc., a California nonprofit corporation ("**Second Harvest**"), and (ii) that certain Revenue Lease Agreement ("**OC Produce Agreement**"), entered into on or about July 26, 2010, by and between City and Orange County Produce, LLC, a California limited liability company ("**OC Produce**"), as amended by that certain Amendment No. 1 to Revenue Lease Agreement dated on or about January 10, 2012, by that certain Amendment No. 2 to Revenue and Lease Agreement dated on or about June 10, 2014, and by that certain Amendment No. 3 to Revenue and Lease Agreement dated on or about January 30, 2015. Pursuant to the Second Harvest Agreement and OC Produce Agreement, each of Second Harvest and OC Produce are utilizing portions of the Premises for agricultural purposes, including growing crops. City

agrees, subject to the immediately following sentence, that by August 31, 2016 (the “**Agricultural Use Termination Date**”), (a) the aforementioned agricultural uses within the Premises shall cease, and (b) the Premises will no longer be subject to the Second Harvest Agreement or the OC Produce Agreement. Notwithstanding the foregoing sentence, City shall have the right to extend the Agricultural Use Termination Date for up to sixty (60) days, by providing written notice to Lessee not less than thirty (30) days prior to the original Agricultural Use Termination Date, if such additional time is reasonably necessary to enable Second Harvest and/or OC Produce to complete the harvest of any existing crops and/or relocate any personal property.

8.23 Other Existing Uses of Premises. Lessee acknowledges that in addition to the uses described in Section 8.22 above, City uses the Premises for various other City functions and events, including, without limitation, for a farmers market. City agrees that no such other City functions and events shall occur or be held on the Premises after August 31, 2016.

## 9. MAINTENANCE AND REPAIRS.

9.1 General Obligations. Lessee shall or shall cause the Manager, at its sole cost and expense, to keep, maintain and repair the Premises and all structures, Improvements, fixtures, displays, windows, doors, fixtures, equipment, and personal property located thereon, in first class condition, quality, and repair and in accordance with all Applicable Laws, and City shall have no liability for costs of such maintenance or repair. As used herein, the term “repair” shall include replacements, repair of damage, and restorations, when necessary, and all such repairs shall be at least equal in quality and class to the original work. Lessee shall be responsible for any damage caused by any Lessee Party to the Premises or any other portion of the Great Park, normal wear and tear excepted. Lessee shall keep the Premises in a clean, sanitary neat and orderly condition at all times. No refuse matter, or any substance constituting an unnecessary, unreasonable or unlawful fire hazard, or detriment to the public health, shall be permitted or remain thereon, and Lessee shall take all reasonable precautions to prevent any such matter or material from being or accumulating upon the Premises. Lessee shall remove from the Premises all trash and rubbish generated from the Premises using covered, leak-proof receptacles and shall deposit such trash and rubbish within a receptacle or receptacles designated by City for such purpose in a trash area designated by City. Lessee hereby waives all rights to make repairs at the expense of City, and Lessee hereby waives all rights provided for by the Civil Code of the State of California to make said repairs.

9.2 Specific Obligations. Notwithstanding the foregoing provisions of this Article 9, Lessee shall or shall cause the Manager to maintain the ice surface of the Ice Rink in accordance with standards of the National Hockey League.

9.3 Annual Inspection. City shall inspect the Premises, from time to time, and on an annual basis, to confirm Lessee’s compliance with its maintenance obligations under this Article 9. If City determines, in its reasonable discretion, that Lessee is failing to meet such maintenance obligations, City may, at its option, provide Lessee with written notice of such deficiencies, and Lessee shall immediately cure such deficiencies at Lessee’s sole cost and expense.

10. COMPLIANCE WITH LAWS AND OTHER RESTRICTIONS.

10.1 Compliance with Laws. Lessee shall, at its sole cost and expense, comply with all Applicable Laws relating to the Premises and Lessee's use, operation and occupancy of the Premises, and all conditions, easements or restrictions now or hereafter encumbering the Premises, and shall cause the Ice Facility Operations to be operated in compliance with such requirements and restrictions. Lessee shall not conduct or permit to be conducted on the Premises any public or private nuisance or commit or permit to be committed any waste upon the Premises or any other act or thing which might or would disturb the quiet enjoyment of any other lessee of City or any occupant of nearby property or which might or would injure the reputation of the Premises or City. Subject to City's obligation to install the City Improvements in accordance with Applicable Laws, Lessee shall make any alteration or improvement to the Premises as is necessary or required to comply with any Applicable Law and to cause the Premises to comply with any Applicable Law with respect to Lessee's use, operation and occupancy of the Premises, including any requirements under the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*) and regulations and guidelines promulgated thereunder, and all other federal, state, and local codes, statutes, and orders relating to disabled access as they are applicable on the date of this Lease, and as they may be subsequently amended from time to time (collectively referred to herein as the "ADA"). Lessee shall cause the Lessee Parties to comply with this Lease and all City rules and regulations applicable to the use of the Great Park. If any amendment to this Lease is necessary to comply with any Applicable Laws, the parties shall enter into such amendment(s). Notwithstanding anything to the contrary in this Lease, commencing as of the Commencement Date, City shall not establish or adopt any new fees, regulations, or ordinances, or take any other actions, that would have the effect of substantially increasing the cost of constructing the Project or conducting the Ice Facility Operations (any of the foregoing, a "City Cost Action"), unless the City Cost Action is (i) required by any federal, state, or regional law, statute, ordinance, or regulation, or (ii) applicable City-wide, and not targeted at construction of the Project or the conduct of the Ice Facility Operations.

10.2 Covenant Against Discrimination. Lessee covenants for itself, its successors, assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on account of race, color, creed, religion, sex, marital status, national origin, or ancestry or any other protected class, in the operation of the Ice Facility Operations and the performance of this Lease. Lessee further covenants and agrees to comply with the terms of the ADA.

10.3 Occupational Safety and Health Act; Proposition 65. Lessee shall or shall cause the Manager, at its sole cost and expense, to comply with the requirements of the Occupational Safety and Health Act of 1970, 29 U.S.C., Section 651 *et seq.* and any analogous legislation in California, as well as Proposition 65, the Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Safety Code §§25249.5 *et seq.* (collectively, the "Act"), to the extent that the Act applies to the Premises and any activities thereon. Without limiting the generality of the foregoing, Lessee covenants to maintain all working areas, all machinery, structures, electrical facilities and the like upon the Premises in a condition that fully complies with the requirements of the Act including such requirements as would be applicable with respect to agents, employees or contractors of City who may from time to time be present upon the Premises, and Lessee shall post on the Premises the notices required under Proposition 65 to the extent required in connection with Lessee's use of the Premises.



10.4 No Toxic Materials. Except as expressly authorized below in this Section 10.4, Lessee shall not permit or suffer placement, storage, disposal or discharge of any Toxic Materials on, under, or at the Premises and Lessee shall not erect, emplace or maintain any tank, vessel or container designed or suitable for holding Toxic Materials on or about the Premises without the prior written consent of City which consent may be withheld or denied or made subject to conditions in the sole discretion of City. City shall not be liable to Lessee or any third party as a result of giving or withholding such consent. Lessee shall, and shall cause the Manager to, at its sole cost and expense, and whether or not City's consent has been obtained, also comply with all Applicable Laws relating to Lessee's storage, discharge, application, use and disposal of Toxic Materials on, under, in or about the Premises. Notwithstanding anything to the contrary in this Lease, Lessee shall be permitted to place, store, and use Toxic Materials on the Premises that are customarily used (i) during and for construction of ice rink facilities similar to the Ice Rink, and (ii) for operating and maintaining ice rink facilities similar to the Ice Rink, provided (a) such Toxic Materials are used in quantities customary for the uses described in clauses (i) and (ii) above in this Section 10.4, and (b) such placement, storage, and use is permitted by, and is conducted in compliance with, all Applicable Laws. Subject to Lessee's notification obligations, including the notification obligations in Section 10.5 of this Lease, and Lessee's obligation to comply with all Applicable Laws, Lessee shall not be in default under this Section 10.4 for any Toxic Materials on, under, or at the Premises that are present as part of the Pre-Existing Environmental Condition, except to the extent that Lessee's activities exacerbate such Pre-Existing Environmental Condition.

10.5 Lessee to Give City Notice of Environmental Issues. Lessee shall promptly notify City, in writing, and provide to City a copy, of the following environmental entitlements or inquiries related to the Premises: third party claims, notices of violation, notices to comply, citations, inquiries reports filed pursuant to self-reporting requirements, and reports filed pursuant to any governmental law or regulation relating to underground tanks or Toxic Materials. In the event of any discharge or release of any Toxic Materials to the environment involving the Premises (excluding only the passive migration of Toxic Materials resulting from a Pre-Existing Environmental Condition), Lessee will furnish to City a copy of any and all reports and correspondence with governmental agencies relating to such discharge or release. Upon request of City, Lessee will furnish to City a copy of any and all environmental entitlements or inquiries relating to the Premises, including, without limitation, all permit applications, permits and reports, including those which may be characterized as confidential. Lessee shall not take any remedial action related to Toxic Materials or underground tanks located in or about the Premises, and shall not enter into any settlement, consent decree or compromise in response to any claim related to Toxic Materials or underground tanks which shall be in any way connected with the Premises, without first notifying City of Lessee's proposed action and affording City a reasonable opportunity to appear, intervene, or otherwise participate in any discussion or proceeding for the purpose of protecting City's interests in the Premises. Lessee shall immediately notify City in writing if Lessee discovers any Toxic Materials on the Premises or the release of any Toxic Materials.

10.6 Lessee's Indemnity for Toxic Materials. Lessee hereby waives all claims and demands relating to, and agrees to defend, indemnify, reimburse, and hold the Covered Parties harmless from and against, any and all losses, liabilities, general, special, consequential and/or incidental damages, injuries, costs, expenses and claims of any and every kind whatsoever (including, without limitation, court costs, reasonable attorneys' fees, damages to any person

(including the Covered Parties), the Premises, or other property or loss of rents due under this Lease) that concerns or in any way relates to Toxic Materials (collectively, the “**Toxic Materials Claims**”) which at any time or from time to time, may be paid, incurred or suffered by, or asserted against one or more of the Covered Parties for, with respect to, or as a direct or indirect result of (i) a breach by Lessee of the covenants set forth in this Section 10.6 or any other provision of this Lease, or (ii) the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, or release from, onto or into the Premises, the land, the atmosphere, or any water course, body of water, sewer, or ground water of any Toxic Material to the extent occurring during the Term of this Lease. Notwithstanding the preceding sentence, however, or any other provision of this Lease to the contrary, no Covered Party shall be entitled to indemnification from, or release or waiver of, any Toxic Materials Claim hereunder to the extent such Toxic Materials Claim is ultimately established by a court of competent jurisdiction to have been caused by the active negligence or willful misconduct of one or more of the Covered Parties; nor shall Lessee be obligated hereunder to indemnify any Covered Party for any Toxic Materials Claim arising from a Pre-Existing Environmental Condition except to the extent Lessee’s activities on the Premises exacerbate such Pre-Existing Environmental Condition. For any Toxic Materials Claim for which Lessee is obligated under this Section 10.6 to indemnify one or more Covered Parties, City retains the right to (x) refuse Lessee’s proffered defense of any action or proceeding brought against City or the Covered Parties regarding which Lessee is obligated to indemnify as provided above, and (y) to select and direct independent legal counsel, and Lessee shall nevertheless pay all of City’s reasonable attorneys’ fees and costs of litigation incurred in connection therewith. The provisions and undertakings and indemnifications in this Section 10 shall survive termination of this Lease. Payment shall not be a condition precedent to recovery under any indemnification in this Lease, and a finding of liability or an obligation to indemnify shall not be a condition precedent to the duty to defend.

10.7 City’s Right to Require Environmental Audit. At any time during or after the Term, City may require Lessee to conduct an environmental audit of its operations and/or an environmental assessment of the condition of the Premises (including a Phase I and/or Phase II Environmental Site Assessment) at Lessee’s sole cost and expense to determine Lessee’s compliance with Applicable Laws regarding the environment and/or the environmental condition of the Premises as a result of Lessee’s tenancy. Subject to Lessee’s limited rights pursuant to Section 10.4 of this Lease to use Toxic Materials during and for the construction, operation, and maintenance of the Ice Rink, City may, in its sole discretion, require Lessee to remove, remediate, mitigate, abate, neutralize or clean up any Toxic Materials discovered or identified by such audit to have been (i) applied to or released upon the Premises by Lessee or any Lessee Party, or (ii) present as part of the Pre-Existing Environmental Condition, but exacerbated by Lessee’s activities on the Premises. Any such removal, remediation, mitigation, abatement, neutralization or clean-up activities shall be conducted in accordance with (a) all Applicable Laws, including, without limitation, the requirements of any federal, state, or regional governmental agency, (b) the Environmental Policy, (c) the Remedial Plan, and (d) any protocol plan required by City as a condition of City’s issuance of a grading permit for the Project. In addition to the foregoing, during the first Lease Year of the Term, and annually thereafter, City may obtain an inspection of the Premises by an environmental consultant, or an otherwise qualified consultant, mutually acceptable to Lessee, to verify Lessee’s compliance with all Applicable Laws relating to Lessee’s storage, discharge, application, use and disposal of Toxic Materials on, under, in or about the Premises. Such inspection shall be at reasonable costs and fees and shall be paid for by Lessee. A

copy of the written report from such inspection will be provided to City and to Lessee. Lessee shall correct any deficiencies identified in said report. In the event Lessee fails to perform its obligations required hereunder, the City, in addition to all other available remedies, may enter upon the Premises and perform such obligations, using any equipment or materials on the Premises suitable for such purposes. Lessee shall promptly reimburse the City for its reasonable incurred costs.

10.8 Pre-Existing Environmental Conditions. Lessee acknowledges that commencing in the 1940's, the Great Park was operated for over fifty (50) years as a military base, including as a "Master Jet Station." Throughout its operational years, the mission of the Great Park involved the operation and maintenance of military aircraft and ground-support equipment. A by-product of these activities was the generation of Toxic Materials at various locations. Since the late 1980's, the Department of the Navy ("DON"), which oversees both the United States Navy and Marine Corps, has undertaken environmental investigations, analysis, testing, and remediation activities in the Great Park to address past releases of Toxic Materials. The environmental condition of the Premises as of the Commencement Date is referred to in this Lease as the "**Pre-Existing Environmental Condition**". Lessee acknowledges and agrees that Lessee has reviewed and is familiar with the following documents and the documents referenced therein and all other environmental documents pertaining to the Premises that are a matter of record, referenced herein, and/or otherwise available to Lessee, including, without limitation, those available only upon request to the appropriate regulatory agencies, including the Department of Toxic Substances Control, the California Regional Water Quality Control Board, and the DON, and shall be bound by the terms, reservations, easements, covenants, conditions, restrictions and agreements set forth in such documents as they relate to the Premises, and this Lease shall be subject to and subordinate to such documents and restrictions, and any amendments thereto as may be made from time to time, and/or other remedial or related requirements as may be imposed on the Premises (collectively, the "**Restrictions**"):

- Environmental Baseline Survey for Lease ("**EBS**") and the Finding of Suitability to Transfer. The EBS sets forth certain existing environmental conditions of the Premises as represented by the baseline survey, which has been previously conducted by the United States of American, acting by and through the Department of Navy ("**Government**").
- Federal Facility Agreement entered into by the United States Environmental Protection Agency ("**EPA**"), the State of California, and the Government.
- Quitclaim Deeds:
  - Quitclaim Deed and Environmental Restriction Pursuant to Civil Code Section 1471 from the Government to Heritage Fields El Toro, LLC, a Delaware limited liability company ("**HF**"); recorded on July 12, 2005, as Instrument No. 2005000536288 in the Official Records of Orange County, California ("**Official Records**").
  - Quitclaim Deed and Environmental Restriction Pursuant to Civil Code Section 1471 from the Government to HF, recorded on April 17, 2009, as Instrument No. 2009000191013 in the Official Records.

- Quitclaim Deed and Environmental Restriction Pursuant to Civil Code Section 1471 from the Government to HF, recorded on July 12, 2005, as Instrument No. 2005000536292 in the Official Records.
- Quitclaim Deed and Environmental Restriction Pursuant to Civil Code Section 1471 For Parcels CO I-D, CO II-B, CO II-K, CO II-N, CO II-O, CO III-B-1 and CO III-B-2, from the Government to HF, recorded on June 3, 2011 as Instrument No. 2011000276334 in the Official Records, and re-recorded on June 16, 2011 as Instrument No. 2011000293986 in the Official Records.

Pursuant to the foregoing Quitclaim Deeds, the Government has a perpetual and assignable easements on the Premises that include the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test-pitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the Government to meet its responsibilities under Applicable Laws.

- Grant Deeds:
  - Grant Deed dated October 17, 2011, from HF to City, recorded on November 15, 2011, as Instrument No. 2011000580798 in the Official Records.
  - Grant Deed dated July 12, 2005, from HF to City, recorded on July 12, 2005, as Instrument No. 2005000538142 in the Official Records.
  - Grant Deed dated June 3, 2011, from HF to City, recorded on June 6, 2011 as Instrument No. 2011000277219 in the Official Records, as corrected by the Corrective Grant Deed from HF to City dated recorded on November 28, 2011, 2011 as Instrument No. 2011000600091 in the Official Records.
- Covenant to Restrict Use of Property - Environmental Restriction between the United States and the California Environmental Protection Agency, Department of Toxic Substances Control, recorded on May 27, 2011 as Instrument No. 2011000265425 in the Official Records of Orange County, California (the "CRUP"), including compliance with the following as they relate to the Property: (a) the Final ROD, Operable Unit 1, Site 18-Regional Volatile Organic Compound Groundwater Plume, Operable Unit 2A, Site 24-VOC Source Area issued by the United States in June 2002, as amended in February 2006 by the Final Explanation of Significant Differences (ESD), Site 18 – Regional Volatile Organic Compound Plume (Operable Unit 1), Site 24 – VOC Source Area (Operable Unit 2A); (b) the Final 100 Percent Design Submittal, Shallow Groundwater Unit Remedial Action, IRP Site 24, Volatile Organic Compounds Source Area, dated March 2005; and (c) the Final Performance Monitoring and Sampling and Analysis Plan, OU1 and OU2A Groundwater Remedy, dated August 2007 issued as part of a comprehensive Operation and Maintenance Plan for the Site 18 (OU-1) and Site 24 (OU-2A)

remedy. A copy of the CRUP is attached hereto and incorporated herein as Exhibit "J". Lessee acknowledges that pursuant to the CRUP, City is required to conduct annual site inspections and compliance reporting to address the monitoring and maintenance necessary to ensure compliance with the requirements of the CRUP. Lessee agrees to cooperate with City, at no cost to Lessee, in City's conduct of such inspections and compliance reporting activities.

(a) Lessee acknowledges that it has reviewed and is aware of the notifications and restrictions contained in the Restrictions, and shall conduct its activities on and about the Premises in accordance therewith. Lessee agrees that should any conflict arise between the terms of such documents as they presently exist or may be amended and the provisions of this Lease, the terms of the other documents will take precedence. Lessee further agrees that City assumes no liability to Lessee should implementation of or compliance with the Restrictions interfere with Lessee's use of the Premises. Lessee shall have no claim against City or any Covered Party on account of any such interference.

(b) Lessee acknowledges that the Great Park project is an installation identified as a National Priorities List ("**NPL**") Site under CERCLA.

(c) Lessee acknowledges that the Government, EPA and the State, and their officers, agents, employees, contractors and subcontractors, have the right to enter upon the Premises for the purposes enumerated in this Lease and for such other purposes consistent with any provisions of the environmental cleanup program (including, without limitation, the BRAC Cleanup Plan, FFA, and the Installation Restoration Program ("**IRP**"). In addition, Lessee acknowledges that access by Government and other governmental agencies may be required:

1. to conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, test-pitting, testing soil borings and other activities related to the cleanup program;
2. to inspect field activities of Government and its contractors and subcontractors in implementing the cleanup program;
3. to conduct any test or survey required by EPA or applicable state equivalent relating to the implementation of the cleanup program; and
4. to construct, operate, maintain or undertake any other response or remedial action as required or necessary under the cleanup program, including, without limitation, monitoring wells, pumping wells and treatment facilities.

(d) Lessee agrees to comply with the provisions of any health or safety plan in effect under the IRP or the FFA during the course of any of the above described response or remedial actions. Lessee shall have no claim on account of such entries against the City or any of City's officers, agents, employees, contractors or subcontractors. In addition, Lessee shall comply with all applicable Federal, state and local occupational safety and health regulations.

(e) Lessee shall strictly comply with the hazardous waste permit requirements under the Resource Conservation and Recovery Act or its applicable state equivalent. Lessee must provide at its own expense such hazardous waste management facilities complying with all laws and regulations. Any violation of the requirements of this condition shall be deemed a material breach of this Lease.

(f) Lessee shall cooperate with City in complying with any reporting requirements and documentation of any governmental agency with respect to the Premises.

(g) Lessee shall not interfere with or damage any of the remediation equipment that may be located on or near the Premises from time to time.

11. CONDITION OF PREMISES; RELEASE.

11.1 Condition of Premises. Lessee hereby acknowledges that (a) any structures located on the Great Park may contain asbestos, polychlorinated biphenyls, formaldehyde or other Toxic Materials or may otherwise be structurally unsound or uninhabitable, (b) in connection with prior use of the Great Park as a military base, pesticide chemicals (including DDT), agricultural fertilizers, fuels and other economic poisons (as defined in California Food and Agricultural Code Section 12753) may have been used in, on or about the Premises and use of such substances may not be permissible under laws in effect as of the date of this Lease, (c) Toxic Materials, including, without limitation, trichloroethylene or other substances may be present in the subsurface soil or ground water on, under, in or about the vicinity of the Premises as a result of discharge from military installations in the vicinity of the Premises, (d) access roads and other roadways and intersections between such access roads and public roads may not be maintained by City and may not have been constructed to current public road standards, and Lessee shall be solely responsible for insuring that all persons using same in connection with Lessee's use of the Premises shall do so in a safe manner, (e) windrows on or adjacent to the Premises or roadways used for access to or from the Premises are not maintained by City, and limbs may break and fall from such trees without notice, (f) use of adjacent property or roadways may cause or result in dust and/or water (both agricultural and storm runoff) to be deposited on the Premises, and (g) the Great Park is the subject of ongoing environmental remediation.

Subject to City's completion of the City Improvements, Lessee acknowledges that it has had sufficient opportunity to inspect and investigate the Premises and all aspects thereof and documents pertaining thereto, including, without limitation, the documents described in Section 10.8 of this Lease, and the files and databases of the California Department of Toxic Substances Control and other regulatory agencies, and it is familiar with the Premises and the condition thereof. Lessee covenants and agrees that it is relying upon its own inspections, examinations, studies and inquiries with respect to the Premises and has not relied upon any representation, warranty or statement of City, or its agents or employees. Subject to City's agreement to construct and/or install the City Improvements in compliance with Applicable Laws, Lessee shall, upon the execution of this Lease, be deemed to have disclaimed and waived any and all objections to the physical and environmental characteristics and conditions of the Premises, including, without limitation, any Toxic Materials located thereon and the condition of title thereto, whether or not such conditions would be disclosed by a reasonable and diligent inspection. Lessee acknowledges that neither City nor any of its officers, directors, employees, agents, or representatives has made

any representations, warranties, or agreements to Lessee as to any matters concerning the Premises, the present use thereof, or the existence of Toxic Materials thereon. The foregoing disclaimers and waivers include, without limitation, topography, climate, air, water rights, utilities, present and future zoning, governmental restrictions, entitlement rights and obligations, and governmental conditions or development, soil, subsoil, subsurface water, environmental contamination, the purpose for which the Premises is suited, drainage, access to public roads, proposed routes or roads or extensions thereof or the availability of governmental permits or approvals of any kind, and the environmental problems associated in any way with prior or future remediation work. Lessee agrees that City shall have no responsibility for any patent or latent defect or physical or environmental condition of the Premises, whether or not known or discovered, and Lessee accepts all such responsibility. The Premises shall be being leased to Lessee "AS-IS," "WHERE-IS," "WITH ALL FAULTS" without representation or warranty expressed or implied by City, by operation of law, or otherwise. This Lease is made subject to and without liability to City or any other Covered Party because of or resulting from any of the foregoing conditions or any or any other condition of the Premises or adjacent property. Lessee expressly disclaims, which Lessee acknowledges and accepts, any implied warranty or condition and Lessee, for itself, and its officers, employees, agents, representatives, affiliates, successors and assigns, including successors in interest to the Premises, hereby releases and forever discharges on, habitability, merchantability, or fitness for a particular purpose or use.

11.2 Release of Covered Parties. In addition to anything contained in Section 11.1 above, Lessee, for itself, and its officers, employees, agents, representatives, affiliates, successors and assigns, hereby releases and forever discharges and expressly waives, releases and relinquishes any and all claims, causes of action, rights and remedies Lessee may now or hereafter have against the Covered Parties, whether known or unknown, with respect to the physical, environmental, economic or legal condition of the Premises, including, without limitation, any past, present or future presence or existence or release or threatened release of any Toxic Materials on, under or about the Premises (including, without limitation, in the groundwater underlying the Premises) or with respect to any past, present or future violations of any and all federal, state and local statutes, ordinances, rules, regulations, laws, guidance documents, judgments, governmental authorizations, or any other requirement of governmental authorities, as may presently exist or as may be amended or supplemented, or hereafter enacted or promulgated, relating to the presence, release, generation, use, handling, treatment, storage, transportation or disposal of Toxic Materials, or the protection of the environment or human, plant or animal health, including, without limitation, any and all rights Lessee may now or hereafter have against any Covered Party or respecting the Premises under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C.A. §9601, et seq.), as the same may be further amended or replaced by any similar law, rule or regulation. For the foregoing purposes, Lessee specifically waives the provisions of Section 1542 of the California Civil Code, and any similar law of any other state, territory or jurisdiction. California Civil Code Section 1542 provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM**

**OR HER MUST HAVE MATERIALLY AFFECTED HIS OR  
HER SETTLEMENT WITH THE DEBTOR.**

Lessee hereby specifically acknowledges that Lessee has carefully reviewed this section and discussed its import with legal counsel, and that the provisions of this section are a material part of this Lease.

Lessee Initials: SS      Lessee Initials: 10

**12. UTILITIES, TAXES, ASSESSMENTS, AND OTHER CHARGES.**

12.1 Utility Charges. Commencing upon the Commencement Date, Lessee shall contract for and pay or cause to be paid, as and when they become due and payable, all charges for utility and communication services rendered or used on or in the Premises, including, without limitation, the costs to install, connect and maintain water (potable and reclaimed), gas, light, heat, telephone, electricity, cable and other communication services. If any utility is not separately metered, Lessee agrees to reimburse City for the cost of said service as City shall reasonably determine to be Lessee's share thereof. City shall not be liable in damages or otherwise for any failure or interruption of any utility service being furnished to the Premises, and no such failure or interruption shall entitle Lessee to terminate this Lease or withhold any Rent or any other sums due under the terms of this Lease. City agrees that should City develop a clean energy facility that could potentially provide service to the Premises, City, at no cost to City, shall use its reasonable commercial efforts to assist Lessee to obtain such service for the Premises.

**12.2 Taxes and Other Impositions.**

12.2.1 Payment Generally. Lessee agrees to pay or cause to be paid, as and when they become due and payable, and before any fine, penalty, interest, or cost may be added thereto, or become due, or be imposed by operation of law for the nonpayment thereof, all Impositions. Pursuant to Revenue and Taxation Code Section 107.6, City hereby notifies Lessee that this Lease likely will create a possessory interest subject to property taxation.

12.2.2 City Right to Cure. If Lessee, in violation of the provisions of this Lease, shall fail to pay and to discharge any Imposition, City may (but shall not be obligated to) pay or discharge it, and the amount paid by City and the amount of all costs, expenses, interest and penalties connected therewith, including attorney fees, together with interest at the Default Interest Rate, shall be deemed to be and shall be payable by Lessee as Additional Rent and shall be reimbursed to City by Lessee on demand.

12.2.3 Prorations. All Impositions imposed for the tax years in which the Commencement Date occurs or during the tax year in which this Lease terminates shall be apportioned and prorated between Lessee and City on a daily basis.

12.2.4 Proof of Compliance. Within a reasonable time (but in any event, not more than fifteen (15) days) following City's written request which City may give at any time and give from time to time, Lessee shall deliver to City copies of official receipts of the appropriate taxing authorities, or other proof reasonably satisfactory to City, evidencing the timely payment of Impositions.



12.2.5 Contests. Lessee shall have the right to contest, oppose, or object to the amount or validity of any Imposition; provided, however, that any such permitted proceedings shall be begun without undue delay after any contested item is imposed and shall be prosecuted to final adjudication with reasonable dispatch. Lessee shall give City prompt notice in writing of any such contest at least ten (10) days before any delinquency occurs. Lessee may only exercise its right to contest an Imposition hereunder if the subject legal proceedings shall operate to prevent the collection of the Imposition so contested, or the sale of the Premises and Improvements, or any part thereof, to satisfy the same, and only if Lessee shall, prior to the date such Imposition is due and payable, have given such reasonable security as may be required by City from time to time in order to insure the payment of such Imposition to prevent any sale, foreclosure, or forfeiture of the Premises and Improvements or any part thereof, by reason of such nonpayment. In the event of any such contest and the final determination thereof adversely to Lessee, Lessee shall, before any fine, interest, penalty or cost may be added thereto for nonpayment thereof, pay fully and discharge the amounts involved in or affected by such contest, together with any penalties, fines, interest, costs, and expenses that may have accrued thereon or that may result from any such contest by Lessee and, after such payment and discharge by Lessee, City will promptly return to Lessee such security as City shall have received in connection with such contest. City shall cooperate reasonably in any such contest permitted by this Section 12.2.5, and shall execute any documents or pleadings reasonably required for such purpose. Any such proceedings to contest the validity or amount of Imposition or to recover back any Imposition paid by Lessee shall be prosecuted by Lessee at Lessee's sole cost and expense; and Lessee shall indemnify and save harmless City against any and all loss, cost, or expense of any kind, including, without limitation, reasonable attorneys' fees and expenses, which may be imposed upon or incurred by City in connection therewith.

### 13. ASSIGNMENT AND SUBLETTING.

13.1 Prohibition. The qualifications and identity of Lessee and its principals as developers, owners, and operators of world-class community ice facilities are of particular concern to the community and City. Lessee further recognizes that it is because of such qualifications and identity that City is entering into this Lease with Lessee. Accordingly, except as expressly set forth herein, Lessee shall not, whether voluntarily, involuntarily or by operation of law, undergo any change in ownership or assign, sublet, transfer, alienate, encumber or otherwise convey any interest in this Lease, the Premises or any portion thereof, or any right or privilege appurtenant thereto, without the express prior written consent of City which consent may be withheld in City's sole and absolute discretion. City acknowledges and agrees that Lessee and the Manager may enter into license and concession agreements for the use of space within the Premises and advertising agreements relative to the Premises in connection with Lessee's and the Manager's operations in the ordinary course of business, and such agreements shall not be deemed an assignment or sublease and shall be permitted without City's review or approval. However, all such license, concession or advertising agreements shall be subject and subordinate to the terms and provisions of this Lease, and shall include a waiver and release of any and all claims against City relative to the Premises in such form as reasonably approved by City.

13.2 Affiliate Transfers. Notwithstanding the foregoing provisions of this Article 13, City's consent shall not be required for an assignment of this Lease in its entirety to an entity controlled by Lessee or an Affiliate of Lessee.

## 14. INSURANCE.

14.1 Evidence of Insurance. No later than ten (10) days after the Effective Date and prior to any entry on the Great Park, Lessee shall provide City with certificates evidencing the insurance required by this Lease.

14.2 Liability Insurance. Lessee shall at its own expense, at all times during the Term maintain in force for the joint benefit of City and Lessee, with deductibles or self-insured retentions reasonably acceptable to City, (i) commercial general liability insurance written on an "occurrence" policy form covering bodily injury, property damage, personal injury, and advertising injury arising out of (directly or indirectly) all operations of Lessee or Lessee's use or occupancy of the Premises and City Off-Site Parking, with a combined single limit for bodily injury and property damage per occurrence of Fifteen Million Dollars (\$15,000,000) or an amount equal to the limit from time to time carried by Lessee, whichever is greater; provided, however, that if a general aggregate limit applies, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit, and (ii) owned, leased and non-owned automobile liability insurance covering use of all automobiles, trucks and other motor vehicles utilized by Lessee with a combined single limit for bodily injury and property damage of One Million Dollars (\$1,000,000) evidenced through a combination of primary layer and excess layer of limits. The general liability policy shall include the following endorsements: (A) an ISO form CG 2010 (11/85) additional insured endorsement or its equivalent naming City, OCGPC and their respective members, officers, employees, directors, shareholders, agents, representatives and professional consultants, and all of their respective successors and assigns" as additional insured with respect to liability or claims arising out of or resulting from the acts or omissions of Lessee or others performing acts on behalf of Lessee, and (B) a primary/non-contributing endorsement stating that insurance maintained by Lessee is primary and any insurance or self-insurance maintained by the additional insured is excess and non-contributing with Lessee's insurance with respect to liability or claims arising out of or resulting from the acts or omissions of Lessee or others performing acts on behalf of Lessee. The general liability policy must also include the coverage typically provided by the Broad Form Comprehensive General Liability Endorsement, the broadest available form of coverage for contractual liability (including coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity and hold harmless obligations under this Lease), and coverage for Fire Damage and Personal and Advertising Injury, and must contain Severability of Interest and Cross Liability clauses.

14.3 Worker's Compensation Insurance. Lessee shall at its own expense, at all times during the Term, maintain in force for the joint benefit of City and Lessee, Worker's Compensation Insurance, including Employers Liability (at a minimum limit of One Million Dollars (\$1,000,000) for all persons whom it employs. Such insurance shall be in strict compliance with the requirements of the most current and applicable worker's compensation insurance laws in effect from time to time. The workers' compensation insurance policy must be endorsed with a waiver of subrogation endorsement with respect to and for the benefit of City, OCGPC and its divisions, subsidiaries, partners and affiliated companies, and all of their respective officers, employees, directors, shareholders, agents, representatives and professional consultants, and all of their respective successors and assigns.

14.4 Property Insurance. Lessee shall at its own expense, at all times during the Term, maintain in force insurance against fire, vandalism, malicious mischief and such other additional perils as maybe included in a standard “all risk” form, insuring all leased buildings, improvements and fixtures on the Premises, Lessee’s leasehold improvements, trade fixtures, furnishings, equipment and other items of personal property of Lessee located at the Premises, in an amount equal to not less than their replacement cost and with deductibles or self-insured retentions, to the extent they exceed Fifty Thousand Dollars (\$50,000), must be reasonably acceptable to City; provided, however, Lessee shall not be required to maintain earthquake insurance. City shall be named as a loss payee as to improvements owned by City.

14.5 Insurance Policies/Evidence of Insurance. Except as specifically approved in writing by City, each policy of insurance required to be maintained by Lessee under this Lease must be issued by carriers licensed and approved to do business in California, having a general policyholders rating of not less than “A” and a financial rating of not less than “X” in the most current Best’s Key Rating Guide. Prior to conducting any operations under this Lease, and at all times during the Term, Lessee shall provide to City an original certificate(s) of insurance and original endorsements evidencing all insurance required hereunder. Each certificate or policy of insurance shall indicate that coverage is primary and not contributing with any other insurance maintained by City, includes a Severability-of-Interest or Cross-Liability clause such as “The policy to which this endorsement is attached shall apply separately to each insured against whom a claim is brought, except with respect to the limits of the company’s liability,” and shall not be cancelled, modified or non-renewed except upon not less than thirty (30) days written notice to City, except for ten (10) days for non-payment of premium. Each policy, certificate and endorsement required hereunder shall be subject to the reasonable approval of City. Within ten (10) days following insurance renewal, Lessee shall file with City a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended.

14.6 Reevaluation of Insurance Requirements. City shall have the right at any time to review the coverage, form, and limits of insurance required under this Lease. If, in the reasonable discretion of City, the insurance provisions in this Lease do not provide adequate protection for City, City shall have the right to require Lessee to obtain insurance sufficient in coverage, form and limits to provide adequate protection. City’s requirements shall not be unreasonable, but shall be adequate to protect against the kind and extent of risks which may exist at the time a change of insurance is required, or thereafter. City shall reasonably take into account any increase for increased insurance requirements and the Lessee’s financial ability to incur such expenses in imposing increased requirements, and shall provide Lessee with a reasonable period of time to comply with the increased insurance requirements.

14.7 Environmental Liability Policy. City and OCGPC are named insureds on that certain environmental liability insurance policy issued July 12, 2005 by American International Specialty Lines (“AIG”) Policy No. EPP 1956943 with respect to the Great Park (“**Environmental Policy**”), a copy of which has been made available to Lessee for its review. Lessee represents and warrants that it shall not conduct any activities on the Premises or otherwise act in any manner that would have the effect of voiding any insurance coverage provided to City and/or OCGPC pursuant to the Environmental Policy. On or before the Commencement Date, Lessee will be included as an additional insured on the Environmental Policy with respect to the Premises.

14.8 Waiver of Subrogation. Lessee hereby waives any rights it may have against City and the other Covered Parties on account of any loss or damage occasioned to Lessee and arising from any liability, loss, damage or injury caused by fire and other perils and risks to the extent covered by Lessee's insurance carried or required to be carried pursuant to this Lease. Lessee's waiver under this paragraph is cumulative with other waivers by Lessee under this Lease.

14.9 Additional Insurance. In addition to the insurance required above, Lessee shall secure, pay for and maintain or cause Lessee's contractors to secure, pay for and maintain during the continuance of any construction work on the Premises, the following insurance:

(a) "All-risk" builder's risk insurance for the full insurable value of the work (including all stored material and equipment), as approved by City. This insurance shall include the interests of City and Lessee (and their respective contractors and subcontractors of any tier to the extent of any insurable interest therein) in the work and shall insure against physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief. If any materials or equipment will be stored offsite or will be in transit to the job site and are not covered under said "all-risk" builder's risk insurance, then Lessee shall effect and maintain similar property insurance on such materials and equipment. Any loss insured under said "all-risk" builder's risk insurance shall be adjusted with City and Lessee and made payable to City, as trustee for the insured, as their interests may appear.

(b) General Liability Insurance, on an "occurrence" basis with a limit of not less than Two Million Dollars (\$2,000,000) per occurrence and in the aggregate.

(c) Commercial Automobile Liability Insurance, on an "occurrence" bases with a limit of not less than One Million Dollars (\$1,000,000) per occurrence and in the aggregate.

(d) Workers' Compensation Insurance, including Employers Liability (at a minimum limit of One Million Dollars (\$1,000,000)) for all persons whom it employs. Such insurance shall be in strict compliance with the requirements of the most current and applicable workers' compensation insurance laws in effect from time to time.

(e) Pollution Liability and Environmental Impairment Insurance with limits of not less than Two Million Dollars (\$2,000,000) per claim and Four Million Dollars (\$4,000,000) in the aggregate.

The liability policies required in paragraph (a) above shall be endorsed to include all additional insured required or permitted herein with coverage equivalent to that provided by ISO form CG 20 10 11 85. Such additional insured endorsements shall be separate from the certificates of insurance required herein.

All other policies in this paragraph (except the worker's compensation policy) shall be endorsed to include the Covered Parties as additional insured. All insurance policies shall provide that all additional insured shall be given thirty (30) days' prior written notice of any reduction, cancellation or non-renewal of coverage (except that ten (10) days' notice shall be sufficient in the case of cancellation for non-payment of premium) and shall provide that the insurance coverage

afforded to the additional insured shall be primary to any insurance carried independently by said additional insured.

Lessee shall be solely responsible for ensuring the compliance of all contractors with the requirements contained in this Agreement, including naming the City as an additional insured to the contractor's policies. Lessee shall require Lessee's contractors to provide an endorsement evidencing that each required policy herein contains a waiver of subrogation in favor of the additional insured required or permitted herein. Insurance companies shall have a rating of A VI, or higher, in the most currently available "Best Insurance Guide".

15. INDEMNITY.

As a material part of the consideration to City, Lessee shall indemnify, protect, defend and hold harmless, individually and collectively each and all of the Covered Parties from and against all lawsuits, causes of action, claims, demands, damages, injuries, fines, losses, judgments, liens, encumbrances, charges, obligations, liabilities, costs and expenses (including, without limitation, injury or loss of life to persons or damage to or loss of property, reasonable attorneys' fees, expert witness fees and other costs of defense or of enforcing this indemnity, regardless of whether legal proceedings are actually commenced) (collectively "**Claims**") arising out of or relating to any of the following, except to the extent such matter is caused by the active negligence or willful misconduct of any Covered Party acting in an official capacity: (a) design, permitting or construction of any work of improvement on the Premises, except for the design and construction by City of the City Improvements; (b) any act or omission by any person or entity occurring on the Premises (or on the City Off-Site Parking during a Large Ice Event), or with respect to any improvement work on the Premises except for the construction by City of the City Improvements; (c) any mechanics', material persons', vendors' or suppliers' lien claimed by any person, furnishing construction, labor, materials, supplies or services to or for the Project, or with respect to any work on the Premises except with respect to work by City constituting all or a portion of the City Improvements; (d) ownership, use, possession or development of the Premises or the Project, any unsafe or dangerous condition on the Premises, and any accident, injury or damage whatsoever to any person or entity occurring on the Premises, or with respect to any work on the Premises; (e) the breach of any obligation of Lessee contained in this Lease; (f) any willful misconduct or negligent act or omission by Lessee or any Lessee Party; (g) any litigation, administrative or adjudicative challenge by third parties to the validity, applicability, interpretation or implementation of this Lease, the entitlements, or the certification or approval of the environmental document(s) with respect to the Project and this Lease; (h) any relocation assistance or benefits payable to any occupant of the Premises; and (i) any assertion, claim or cause of action that a Covered Party is liable or responsible for the payment or performance of any indebtedness or obligation of Lessee or for any act or omission committed or made by Lessee or any other person or entity (excluding City or any Covered Party acting in an official capacity) in connection with the ownership, operation or development of the Project, whether on account of any theory of relationship, derivative liability, comparative negligence or otherwise. Notwithstanding the foregoing, City retains the right to refuse Lessee's proffered defense of any action or proceeding brought against City and to select and direct independent legal counsel, and Lessee shall nevertheless pay all of City's reasonable attorneys' fees and costs of litigation incurred in connection therewith. Payment shall not be a condition precedent to recovery under any indemnification in this Lease, and a finding of liability or an obligation to indemnify shall not be

a condition precedent to the duty to defend. The provisions of this Section 15 and any other indemnity provision herein shall survive the termination or expiration of this Lease. The insurance requirements and other provisions of this Lease shall not limit Lessee's indemnification obligations under this Lease. In the event of any conflict between this Section 15 and Section 10.6 of this Lease, Section 10.6 of this Lease shall control.

## 16. DAMAGE OR DESTRUCTION

### 16.1 General; Notice; Waiver.

16.1.1 General. If at any time during the Term any damage or destruction occurs to all or any portion of the Premises, including the Improvements thereon, and including, without limitation, any Major Damage and Destruction, the rights and obligations of the parties shall be as set forth in this Section 16. As used herein, the term "**Major Damage or Destruction**" means damage to or destruction of all or any portion of the Improvements on the Premises (a) to the extent that the hard costs of Restoration will exceed ten percent (10%) of the total costs set forth in the Project Budget (b) which cannot reasonably be repaired within a period of two hundred forty (240) days. The term "**Restoration**" means the restoration, replacement, or rebuilding of the Improvements (or the relevant portion thereof) in accordance with all then Applicable Laws to substantially the same condition they were in immediately before an event of damage or destruction. The parties intend that this Lease fully govern all of their rights and obligations in the event of any damage or destruction of the Premises. Accordingly, City and Lessee each hereby waive the provisions of Sections 1932(2) and 1933(4) of the California Civil Code, and of any other statute or law now or hereafter in effect contrary to such obligations of the Lessee as set forth in this Lease, or which relieves Lessee from any obligations hereunder.

16.1.2 Notice. If there is any damage to or destruction of the Premises or of the Improvements thereon or any part thereof, which could materially impair use or operation of the Improvements for their intended purposes for a period of thirty (30) days or longer, Lessee shall promptly, but not more than ten (10) days after the occurrence of any such damage or destruction, give written notice thereof to City describing with as much specificity as is reasonable the nature and extent of such damage or destruction.

16.2 Rent after Damage or Destruction. If there is any damage to or destruction of the Premises, this Lease shall not terminate except as otherwise specifically provided in Section 16.3 or Section 16.4. In the event of any damage or destruction to the Premises, Lessee shall continue to pay all Rent, subject to the abatement provisions in this Section 16, until Lessee or City terminates this Lease pursuant to Section 16.3 or Section 16.4 below.

16.3 Restoration Obligations. If all or any portion of the Improvements are damaged or destroyed by an event not constituting an Uninsured Casualty or Major Damage or Destruction for which Lessee elects to terminate this Lease under Section 16.4, then Lessee shall, subject to Section 16.4 hereof, within a reasonable period of time, commence and diligently, Restore the Premises to substantially the condition they were in immediately before such damage or destruction, to the extent possible in accordance with then Applicable Laws. During such restoration, Lessee shall be entitled to a proportionate reduction of Base Rent during the period of such repairs (but not to exceed one hundred eighty (180) days) based upon the extent to which

such damage and the making of such repairs materially interferes with Lessee's use or occupancy of the Premises. Except as set forth below, all insurance proceeds received by Lessee for the repair or rebuilding of the Premises shall be used by Lessee for the repair or rebuilding of the Premises. All restoration performed by Lessee shall be in accordance with the provisions of this Lease, including Section 7, and shall be at Lessee's sole expense. As used herein, the term "**Uninsured Casualty**" means any of the following: (a) an event of damage or destruction occurring at any time during the Term for which the costs of Restoration (including the cost of any required code upgrades) are not insured under the policies of insurance that Lessee is required to carry under this Lease, or (b) an event of damage or destruction occurring at any time during the Term, which is covered under Lessee's policies of insurance that Lessee is required to carry under this Lease, but where the cost of Restoration (including the cost of any required code upgrades) will exceed the net proceeds of any insurance payable (or which would have been payable but for Lessee's default in its obligation to maintain insurance required to be maintained hereunder) plus the amount of any applicable policy deductible.

#### 16.4 Major Damage and Destruction or Uninsured Casualty.

16.4.1 Lessee's Election to Restore or Terminate. If an event of Major Damage or Destruction or Uninsured Casualty occurs at any time during the Term, then Lessee shall provide City with a written notice ("**Casualty Notice**") either (a) electing to commence and complete Restoration of the Premises to substantially the condition they were in immediately before such Major Damage or Destruction or Uninsured Casualty to the extent possible in accordance with then Applicable Laws; or (b) electing to terminate this Lease subject to Section 16.4.2. Lessee shall provide City with the Casualty Notice no later than ninety (90) days following the occurrence of such Major Damage or Destruction or Uninsured Casualty. If Lessee elects to Restore the Improvements, all of the provisions of Section 7 shall apply to such Restoration of the Improvements to substantially the condition they were in prior to such Major Damage or Destruction. During such Restoration, Lessee shall be entitled to a proportionate reduction of Base Rent during the period of such repairs (but not to exceed two hundred forty (240) days) based upon the extent to which such damage and the making of such repairs materially interferes with Lessee's use or occupancy of the Premises.

16.4.2 Condition to Termination; Payment of Insurance Proceeds. As a condition precedent to Lessee's right to terminate the Lease upon the occurrence of either of the events set forth in Section 16.4.1 above, Lessee, in its election to terminate described in Section 16.4.1, shall state the estimated cost of Restoration of the Premises, and the amount by which the estimated cost of Restoration exceeds insurance proceeds payable. Upon receipt by Lessee of any insurance proceeds paid on account of such casualty for the repair or rebuilding of the Premises, Lessee shall promptly pay or cause to be paid to City such insurance proceeds recoverable by Lessee. Upon such event, Lessee shall provide to City a statement of such costs and the remaining debt, certified as true and correct, together with appropriate backup documentation.

16.5 Effect of Termination. If Lessee elects to terminate the Lease under Section 16.4.1, then this Lease shall terminate on the date that Lessee shall have fully complied with all provisions of the first sentence of Section 16.4.2. Upon such termination, the parties shall be released thereby without further obligations to the other party as of the effective date of such termination subject to payment to City of accrued and unpaid Rent, up to the effective date of such termination; provided,

however, that the indemnification provisions hereof shall survive any such termination with respect to matters arising before the date of any such termination. City's right to receive insurance proceeds under this Lease shall survive the termination or expiration of the Lease.

16.6 Distribution Upon Lease Termination. If Lessee is obligated to restore the Premises as provided herein and this Lease is terminated as a result of a default of Lessee, then at the time of termination Lessee shall transfer to City all remaining insurance proceeds for the repair or rebuilding of the Premises, or the right to such proceeds if not yet received.

## 17. CONDEMNATION.

17.1 Total Taking. In the event proceedings are taken pursuant to an exercise of the power of eminent domain by any lawful authority to condemn or otherwise acquire the whole Premises or so much of the Premises or Improvements as, when taken, leaves the un-taken portion unsuitable for the continued feasible and economic operation of the Premises by Lessee for the same purposes as immediately before the taking, this Lease shall terminate effective as of the date of possession by the condemning authority. In the event of such termination, Rent shall be prorated to the date of termination. Lessee shall not grant a right of entry to any condemnor without the written consent of City.

17.2 Partial Taking. In the event of a taking that leaves the un-taken portion suitable for the continued feasible and economic operation of the Premises by Lessee for the same purposes as immediately before the Taking, this Lease shall terminate as to the portion of the Premises taken upon the date which possession of said portion is taken, but this Lease shall continue in force and effect as to the remainder of the Premises and Lessee, with proceeds from such condemnation, shall promptly restore the remaining portions of the Improvements to an architectural unit as nearly comparable as practicable to the unit existing just prior to such taking. Lessee shall be entitled to a reduction in the Base Rent payable under this Lease thereafter required to be paid, based on the ratio between square footage taken and the square footage of the Premises.

17.3 Condemnation Proceeds. In the event that an award is made for an entire or partial taking or for damage to the Premises or any interest therein in any action in direct or inverse condemnation or in the event of a taking under the power of eminent domain, the parties hereto agree that their respective rights to the award or compensation paid shall be as follows:

(a) City shall be entitled to that portion of the award received for the taking of the real property within the Premises, exclusive of all the Improvements placed on the Premises by or under Lessee.

(b) Lessee shall be entitled to that portion of the award received for the taking of the Improvements placed on the Premises by or under Lessee and to any award that may be made for the taking of or injury to Lessee's business and profits or on account of any cost or loss Lessee may sustain in the removal of its merchandise, fixtures, equipment and furnishings from the Premises.

(c) Any severance damages and interest payable on the total award shall be divided between City and Lessee in the same ratio as are the awards granted to them pursuant to the other provisions of this Section.



(d) Lessee shall not be entitled to any portion of the award on the basis that Lessee's interest in this Lease has a bonus value (i.e. that the fair rental value of the Premises for all or any portion of the remainder of the term hereof exceeds the rental reserved under this Lease for such period).

## 18. LEASEHOLD MORTGAGES

18.1 Lessee's Right to Mortgage Leasehold. Except as expressly permitted in this Section 18, Lessee shall not encumber Lessee's leasehold interest in the Premises or the Improvements or the Lease. Any encumbrance, including any Leasehold Mortgage, that is not permitted hereunder shall be deemed to be a violation of this Lease on the date of its execution or filing of record regardless of whether or when it is foreclosed or otherwise enforced. Pursuant to the terms and to the extent permitted by this Section 18, Lessee shall have the right to encumber Lessee's leasehold estate created by this Lease by way of a permitted Leasehold Mortgage on the terms permitted under this Lease; provided that, notwithstanding any foreclosure thereof, Lessee shall remain liable for the payment of Rent and for the performance of all other obligations under this Lease. Lessee shall promptly notify City of any lien or encumbrance of which Lessee has knowledge and which has been recorded against or attached to the Improvements or Lessee's leasehold estate hereunder whether by act of Lessee or otherwise.

18.2 Leasehold Mortgage Subject to this Lease. With the exception of the rights expressly granted to Leasehold Mortgagees in this Lease, the execution and delivery of a Leasehold Mortgage shall not give or be deemed to give a Leasehold Mortgagee any greater rights than those granted to Lessee hereunder. Notwithstanding anything to the contrary set forth herein, any rights given hereunder to Leasehold Mortgagees shall not apply to more than one Leasehold Mortgagee at any one time. If at any time there is more than one Leasehold Mortgage constituting a lien on any portion of the Premises, the lien of the Leasehold Mortgage prior in time to all others shall be vested with the rights under this Section 18 to the exclusion of the holder of any junior Leasehold Mortgage.

18.3 No Invalidation of Mortgage by Lessee Default. No failure by Lessee or any other party to comply with the terms of any Leasehold Mortgage, including, without limitation, the use of any proceeds of any debt, the repayment of which is secured by the Leasehold Mortgage, shall be deemed to invalidate, defeat or subordinate the lien of the Leasehold Mortgage. Notwithstanding anything to the contrary in this Lease, neither the occurrence of any default under a Leasehold Mortgage, nor any foreclosure action or conveyance in-lieu-of foreclosure, nor any action taken by a Leasehold Mortgagee as permitted under the terms of the Leasehold Mortgage or to cure any default of Lessee under this Lease, shall, by itself, constitute a default under this Lease.

18.4 Purpose of Leasehold Mortgage; Protections Limited to Permitted Leasehold Mortgagees. A Leasehold Mortgage may be given only to an Approved Institution. A Leasehold Mortgage shall be made only to finance the Project and any subsequent improvement of the Premises, or for the purpose of refinancing a permitted Leasehold Mortgage, and shall not be cross-collateralized or cross defaulted with any other debt of Lessee or any other party. Lessee shall not be permitted to refinance a permitted Leasehold Mortgage in order to take out cash for application to property other than the Premises or for application to the obligations of Lessee other than those

created under this Lease. The Leasehold Mortgage shall state on its face that it does not encumber in any way City's fee interest in the Premises or City's interest under this Lease.

18.5 Rights Subject to Lease; Restoration Obligations. All rights acquired by the Leasehold Mortgagee under a Leasehold Mortgage shall be subject to each and all of the covenants, conditions and restrictions set forth in this Lease, and to all rights of the City hereunder. None of such covenants, conditions and restrictions is or shall be waived by City by reason of the giving of the Leasehold Mortgage, except as expressly provided in this Lease or otherwise specifically waived by City in writing. Except as set forth below, no Leasehold Mortgagee shall be obligated to restore any damage to the Premises; provided, however, (a) that nothing in this Section shall be deemed or construed to permit or authorize any such holder to devote the Premises or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements permitted under this Lease, and (b) in the event that the Leasehold Mortgagee obtains title to the leasehold and chooses not to complete or restore the improvements where Lessee otherwise has the obligation to so restore, it shall so notify City in writing of its election within forty-five (45) days following its acquisition of the tenancy interest in this Lease and shall sell its tenancy interest with reasonable diligence to a purchaser that shall be obligated to restore the improvements as required under this Lease, but in any event the Leasehold Mortgagee shall cause such sale to occur within six (6) months following the Leasehold Mortgagee's written notice to City of its election not to restore. If Leasehold Mortgagee fails to sell its tenancy interest using good faith efforts within such six (6) month period, it shall not constitute a default hereunder, but the Leasehold Mortgagee shall be obligated by the provisions of this Lease to restore the improvements to the extent Lessee is required under this Lease to so restore.

18.6 Required Notice Provision in Leasehold Mortgage. Lessee agrees to cause any Leasehold Mortgage to provide: (a) that the Leasehold Mortgagee shall by registered or certified mail give written notice to City of the occurrence of any event of default under the Leasehold Mortgage; (b) that City shall be given notice at the time any Leasehold Mortgagee initiates any foreclosure action; and (c) that the disposition and application of insurance and condemnation awards shall be in accordance with the provisions of this Lease.

18.7 Notices. City shall give a copy of each default notice City gives to Lessee from time to time of the occurrence of a default, to a Leasehold Mortgagee that has given to City written notice requesting such notice. Copies of such notices shall be given to the Leasehold Mortgagee at the same time as notices are given to Lessee by City, addressed to the Leasehold Mortgagee at the address last furnished to City. City's delay or failure to give such notice to the Leasehold Mortgagee shall not be deemed to constitute a default by City under this Lease, but such delay or failure shall extend for the number of days until such notice is given, the time allowed to the Leasehold Mortgagee to cure any default by Lessee. Any such notices to Leasehold Mortgagee shall be given in the same manner as provided in Section 22.1 below.

18.8 Leasehold Mortgagee's Right to Cure. If Lessee shall enter into a Leasehold Mortgage in compliance with the provisions of this Lease, then, so long as any such Leasehold Mortgage shall remain unsatisfied of record, the following provisions shall apply:

(a) Cure Periods. In the case of any notice of default given by City to Lessee, the Leasehold Mortgagee shall have the same concurrent cure periods as are given Lessee

under this Lease for remedying a default or causing it to be remedied plus an additional fifteen (15) days thereafter for a monetary default or an additional thirty (30) days thereafter for a nonmonetary default, and City shall accept such performance by or at the instance of the Leasehold Mortgagee as if the same had been made by Lessee within the applicable cure periods under the Lease.

(b) *Foreclosure.* Notwithstanding anything contained in this Lease to the contrary, upon the occurrence of a default of Lessee, other than a default in the payment of money or other default reasonably susceptible of being cured prior to the Leasehold Mortgagee obtaining possession, City shall take no action to effect a termination of this Lease if, within thirty (30) days after notice of such default is given to Leasehold Mortgagee, a Leasehold Mortgagee shall have (x) obtained possession of the Premises (including possession by a receiver), or (y) notified City of its intention to institute foreclosure proceedings or otherwise acquire Lessee's interest under the Lease, and thereafter promptly commences and prosecutes such proceedings with diligence and dispatch and completes such proceedings no later than six (6) months thereafter. A Leasehold Mortgagee, upon acquiring Lessee's interest under this Lease, shall be required promptly to cure all monetary defaults and all other defaults then reasonably susceptible of being cured by such Leasehold Mortgagee. The foregoing provisions of this Section are subject to the following: (i) no Leasehold Mortgagee shall be obligated to continue possession or to continue foreclosure proceedings after the defaults hereunder referred to shall have been cured; (ii) nothing herein contained shall preclude City, subject to the provisions of this Section, from exercising any rights or remedies under this Lease (other than a termination of this Lease to the extent otherwise permitted hereunder) with respect to any other default by Lessee during the pendency of such foreclosure proceedings; and (iii) the Leasehold Mortgagee shall agree with City in writing to comply during the period City forebears from terminating this Lease with the terms, conditions and covenants of this Lease that are reasonably susceptible of being complied with by the Leasehold Mortgagee. Notwithstanding anything to the contrary, the Leasehold Mortgagee shall have the right at any time to notify City that it has relinquished possession of the Premises to Lessee, or that it will not institute foreclosure proceedings or, if such foreclosure proceedings have commenced, that it has discontinued them, and, in such event, the Leasehold Mortgagee shall have no further liability from and after the date it delivers such notice to City, and, thereupon, City shall be entitled to seek the termination of this Lease and/or any other available remedy as provided in this Lease. If Leasehold Mortgagee is prohibited by any process or injunction issued by any court having jurisdiction of any bankruptcy or insolvency proceedings involving Lessee from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof, the times specified above for commencing or prosecuting such foreclosure or other proceedings shall be extended for the period of such prohibition, provided that Leasehold Mortgagee shall (i) have fully cured any default due to a default in the payment of money, (ii) continue to pay currently such monetary obligations as and when the same become due, and (iii) perform all other obligations of Lessee under this Lease to the extent that they are reasonably susceptible of being performed by the Leasehold Mortgagee. Notwithstanding anything herein to the contrary, to the extent the Leasehold Mortgagee is not reasonable capable of performing an obligation under this Lease, such obligations shall apply to and remain effective on a prospective basis to any assignee or transferee of the Leasehold Mortgagee notwithstanding

Leasehold Mortgagee's inability to perform. Notwithstanding anything to the contrary above, if the Premises are not used by Lessee or Leasehold Mortgagee or a designee of Leasehold Mortgagee as required in Section 8 above and such non-use continues for a period of twelve (12) months, then City shall have the right to terminate this Lease by providing thirty (30) days' notice of termination, subject to Lessee's and/or Leasehold Mortgagee's right to cure by commencing Ice Facility Operations during the thirty (30) day period and continuing thereafter in accordance with Section 8.

(c) *Construction.* Subject to subsection (b) above, if a default occurs following any damage but prior to restoration of the improvements, the Leasehold Mortgagee, either before or after foreclosure or action in lieu thereof, shall not be obligated to restore the improvements beyond the extent necessary to preserve or protect the improvements or construction already made, unless the Leasehold Mortgagee expressly assumes Lessee's obligations to City by written agreement reasonably satisfactory to City, to restore, in the manner provided in this Lease, the improvements. Upon assuming Lessee's obligations to restore, the Leasehold Mortgagee or any transferee of Leasehold Mortgagee shall not be required to adhere to the existing construction schedule, but instead all dates set forth in this Lease for such restoration or otherwise agreed to shall be extended for the period of delay from the date that Lessee stopped work on the restoration to the date of such assumption.

(d) *New Lease.* In the event of the termination of this Lease before the expiration of the Term, except as a result of damage or destruction to the Premises pursuant to Section 16 or a taking pursuant to Section 17, City shall serve upon the Leasehold Mortgagee written notice that this Lease has been terminated, together with a statement of any and all sums which would at that time be due under this Lease but for such termination, and of all other defaults, if any, under this Lease then known to City. The Leasehold Mortgagee shall thereupon have the option to obtain a new lease (a "**New Lease**") in accordance with and upon the following terms and conditions:

(i) Upon the written request of the Leasehold Mortgagee, within thirty (30) days after service of such notice that this Lease has been terminated, City shall enter into a New Lease of the Premises with the Leasehold Mortgagee within such period or its designee, subject to the provisions set forth in this Section and provided that the Leasehold Mortgagee assumes all of Lessee's obligations under any contracts affecting the Premises then in effect; and

(ii) such New Lease shall be entered into at the sole cost of the Leasehold Mortgagee, shall be effective as of the date of termination of this Lease, and shall be for the remainder of the Term and at the Rent and upon all the agreements, terms, covenants and conditions hereof, in substantially the same form as this Lease. Such New Lease shall require the Leasehold Mortgagee to perform any unfulfilled obligation of Lessee under this Lease. Upon the execution of such New Lease, the Leasehold Mortgagee shall pay any and all sums which would at the time of the execution thereof be due under this Lease but for such termination, and shall pay all expenses, incurred by City in connection

with such defaults and termination, the recovery of possession of the Premises, and the preparation, execution and delivery of the New Lease.

(e) *Limited to Permitted Leasehold Mortgagees.* Notwithstanding anything herein to the contrary, the provisions of this Section 18 shall inure only to the benefit of the holder of a Leasehold Mortgage which is permitted hereunder.

(f) *Consent of Leasehold Mortgagee.* No material modification, termination or cancellation of this Lease (herein, a “change”) shall be effective as against a permitted Leasehold Mortgagee unless a copy of the proposed change shall have been delivered to the Leasehold Mortgagee and such Leasehold Mortgagee shall have either (i) approved the change in writing or (ii) failed to either approve or disapprove the change in writing within thirty (30) days after delivery of a copy thereof to the Leasehold Mortgagee, together with a request for the Leasehold Mortgagee’s approval of same.

(g) *Limitation on Liability of Leasehold Mortgagee.* No Leasehold Mortgagee shall be liable to perform Lessee’s obligations under this Lease unless and until the Leasehold Mortgagee acquires Lessee’s rights under this Lease.

18.9 Assignment by Leasehold Mortgagee. The foreclosure of any Leasehold Mortgage, or any sale thereunder, whether by judicial proceedings or by virtue of any power contained in the Leasehold Mortgage, or any conveyance of the leasehold estate hereunder from Lessee to any Leasehold Mortgagee or its designee through, or in lieu of, foreclosure or other appropriate proceedings in the nature thereof, shall not require the consent of City or constitute a breach of any provision of or a default under this Lease, and upon such foreclosure, sale or conveyance City shall recognize the Leasehold Mortgagee or other transferee in connection therewith as the tenant under this Lease. Such Leasehold Mortgagee’s or transferee’s right thereafter to transfer, assign or sublet this Lease or a New Lease shall be subject to the restrictions of Section 13.

18.10 Transfer of Leasehold Mortgage. City hereby consents to the transfer of a Leasehold Mortgage, provided such transfer is to an Approved Institution and otherwise satisfies the requirements of this Lease, and in the event of any such transfer, the new holder of the Leasehold Mortgage shall have all the rights of its predecessor Leasehold Mortgagee hereunder until such time as the Leasehold Mortgage is further transferred or released from the leasehold estate.

18.11 No Merger. There shall be no merger of this Lease, or of the leasehold estate created thereby, with the fee estate in and to the Premises and Improvements by reason of the fact that this Lease, or the leasehold estate created thereby, or any interest in either thereof, may be held directly or indirectly by or for the account of any person who shall own the fee estate in and to the Premises and Improvements, or any portion thereof, and no such merger shall occur unless and until all persons at the time having any interest in this Lease or the leasehold estate, including the Leasehold Mortgagee and the holder of any mortgage upon the fee estate in and to the Premises and Improvements shall join in a written instrument effecting such merger.

18.12 No Subordination of City’s Interests. City’s interest in the Premises under this Lease is a vested City’s reversionary interest and not just a contractual obligation of Lessee.

Notwithstanding anything which is or appears to be to the contrary in this Lease, Lessee shall not encumber City's interest under this Lease or City's fee interest in the Premises by any mortgage, deed of trust, lien, security instrument, or financing conveyance of any kind whatsoever.

19. ATTORNMENT.

In the event any proceedings are brought for the foreclosure of, or in the event of the conveyance by deed in lieu of foreclosure, or in the event of exercise of the power of sale under, any mortgage and/or deed of trust made by City covering the Premises, or in the event City sells, conveys, or otherwise transfers its interest in the Premises, Lessee hereby agrees to attorn to the new owner and covenants and agrees to execute an instrument in writing reasonably satisfactory to the new owner whereby Lessee attorns to City's successor in interest and recognizes the successor as City under this Lease.

20. DEFAULTS AND REMEDIES.

20.1 Lessee's Default.

20.1.1 Default. The occurrence of any of the following events shall constitute a default hereunder by Lessee:

(a) the failure of Lessee to pay any Rents, which failure continues for seven (7) days after written notice thereof by City to Lessee;

(b) the failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessee, other than as described in any of the other subsections of this Section 20.1, where such failure shall continue for a period of thirty (30) days (unless a different time period is expressly provided for herein) after written notice thereof from City to Lessee, provided that if the nature of such default is such that the same cannot be reasonably cured within a thirty (30) day period, Lessee shall not be deemed in default if it diligently commences such cure within such period and thereafter diligently proceeds to rectify and cure such default but in no event shall the cure period exceed sixty (60) days;

(c) the failure of Lessee, on more than three (3) occasions in any twelve (12) consecutive calendar months, to perform the covenants or obligations described in subsection (a) above, even if all such failures are cured within the period specified in said subsection;

(d) the making by Lessee of any general assignment for the benefit of creditors;

(e) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease;

(f) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease; or

(g) the filing by Lessee of a voluntary or involuntary petition in bankruptcy.

Notification of any default under this Lease shall be in lieu of and not in addition to, any notice required under Section 1161 *et seq.*, of the California Code of Civil Procedure.

20.1.2 City's Remedies. In the event of a default by Lessee, City, in addition to any other rights or remedies it may have at law, in equity or otherwise, shall have the following rights:

(a) continue this Lease in effect by not terminating Lessee's right to possession of the Premises, in which event City shall be entitled to enforce all of City's rights and remedies under this Lease, including the right to recover the Rent specified in this Lease as it becomes due;

(b) terminate this Lease and bring an action to recover from the Lessee the amounts set forth in below; or

(c) terminate this Lease and bring an action in addition or in lieu of the action described in the preceding subparagraph (b) to reenter and retain possession of the Premises in the manner provided by the laws of unlawful detainer in the State of California then in effect.

Should City elect to terminate this Lease under the provisions of Sections 20.1.2(b) or (c) above, City may recover from Lessee as damages: (a) the worth at the time of award of any unpaid Rent which had been earned at the time of such termination; plus (b) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss Lessee proves could have been reasonably avoided; plus (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Lessee proves could be reasonably avoided; plus (d) any other amount necessary to compensate City for all the detriment proximately caused by Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom; plus (e) at City's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of the State of California. As used in the foregoing provisions, the "worth at the time of award" is computed by allowing interest at the Default Interest Rate.

Any termination of this Lease as herein provided shall not relieve Lessee, or its successors and assigns, if any, from the payment of any sum or sums that shall then be or that shall thereafter become due and payable to City hereunder, and any such termination shall not prevent City from enforcing the payment of any such sum or sums by any remedy provided by law.

20.1.3 Right to Cure Lessee's Default. City, at any time after Lessee fails to perform an obligation or covenant required to be performed by it under this Lease and to cure such failure within any applicable cure period, may, at its sole option, cure such failure. If, in effecting such cure, City incurs any cost or expense or pays any sum, or does any act that requires the payment of any sum, all sums, expenses and costs so paid or incurred by City shall be due from

Lessee to City immediately upon demand therefor by City, and shall bear interest at the Default Interest Rate from the date of any payment by City to the date of repayment by Lessee.

20.2 City's Default; Lessee Remedies. City shall be in default of this Lease if it has failed to perform any obligation or covenant to be performed by it hereunder within thirty (30) days after written notice by Lessee to City specifying the nature of City's failure; provided, however, that if the nature of the obligation is such that more than thirty (30) days are required for its performance, then City shall not be deemed to be in default if it shall commence such performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. Lessee shall be entitled, upon any failure, breach or default hereunder by City to any and all rights and remedies available to it at law and in equity. Notwithstanding anything in this Lease to the contrary, it is expressly understood and agreed that any judgment against City resulting from any default or other claim under this Lease shall be satisfied only out of the net rents, issues, profits and other income actually received from or in connection with City's interest in the Premises.

20.3 Remedies Not Exclusive. Except with respect to rights and remedies expressly declared to be exclusive in this Lease, the several rights and remedies herein granted to each party shall be cumulative and in addition to any others to which a party may be entitled at law or in equity, and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of any other rights or remedies a party may have, and shall not preclude the exercise by a party, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

## 21. END OF TERM.

21.1 Surrender of Premises. At the expiration of the Term or earlier termination of this Lease, Lessee shall surrender the Premises and Improvements to City in good order, condition and repair, broom clean, ordinary wear and tear excepted. All of the Improvements shall be and remain the property of Lessee during the Term and shall become the property of City upon expiration of the Term free from any claims or liens. City may, at City's election, demand the removal from the Premises of any Improvements made to or placed on the Premises in violation of this Lease by Lessee or any other person at the direction of Lessee or with Lessee's consent. All trade fixtures and furnishings installed by or under Lessee shall remain the property of Lessee and shall be removed by Lessee at its sole cost and expense prior to the expiration or earlier termination of this Lease and Lessee shall repair any damage or injury to the Improvements occasioned by the removal thereof.

21.2 Ownership of FF&E. All fixtures, furniture, equipment and signs brought onto the Premises by Lessee or the Manager and paid for from Gross Revenue or from the proceeds of an Approved Loan ("FF&E") shall remain on the Premises at the expiration or sooner termination of the Term, including, without limitation, Zamboni machines, ice-making apparatus, kitchen equipment, sound systems, lockers and rental skates. Lessee shall, at its sole cost and expense, maintain all FF&E in good operating order and condition, including, without limitation, making all needed repairs and replacements to the FF&E and shall not remove any of the FF&E from the Premises (except for the removal of any item temporarily for maintenance and repair or, if removed permanently, such item is worn out or obsolete and is replaced, at Lessee's expense, by an item of



equal or better suitability and value). At the expiration or sooner termination of the Lease Lessee shall convey all of Lessee's interest in the FF&E to City for the sum of Ten Dollars (\$10.00), and shall execute a Bill of Sale evidencing such conveyance to City. Such Bill of Sale shall include Lessee's covenants to City that Lessee is the lawful owner of such FF&E, free and clear of all liens, encumbrances, security agreements and financing statements, that such FF&E is owned and not leased by Lessee and that Lessee for itself, its successors and assigns, shall warrant and forever defend the right and title to such FF&E.

21.3 Holding Over. This Lease shall terminate without further notice upon the expiration of the Term, and any holding over by Lessee after the expiration of the Term shall not constitute a renewal or extension of this Lease, or give Lessee any rights under this Lease, except when in writing signed by both parties. If Lessee holds over for any period after the expiration (or earlier termination) of the Term without the prior written consent of City, such possession shall constitute a tenancy at sufferance only; such holding over with the prior written consent of City shall constitute a month-to-month tenancy commencing on the first (1<sup>st</sup>) day following the termination of this Lease. In either of such events, possession shall be subject to all of the terms of this Lease, except that the Base Rent shall be one hundred fifty percent (150%) of the Base Rent for the calendar month immediately preceding the date of termination. If Lessee fails to surrender the Premises upon the expiration of the Term despite demand to do so by City, Lessee shall indemnify, defend, and hold City harmless from and against all loss or liability, including, without limitation, any claims made by any succeeding tenant relating to such failure to surrender. Acceptance by City of Rent after the termination of the Lease shall not constitute a consent to a holdover or result in a renewal of this Lease. The foregoing provisions of this Section are in addition to and do not affect City's right of reentry or any other rights of City under this Lease or at law.

## 22. MISCELLANEOUS.

22.1 Notices, Demands, and Communications Between the parties. Formal notices, demands, and communications between City and Lessee shall be given either by (a) personal service, (b) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (c) mailing in the United States mail, certified or first class mail, postage prepaid, or (d) delivery by facsimile with transmittal confirmation and confirmation of delivery, addressed to:

To City:

City of Irvine  
City Hall  
One Civic Center Plaza  
Irvine, CA 92623-9575  
Attn: City Manager  
Facsimile: (949) 259-9350  
Email: [sjoyce@ci.irvine.ca.us](mailto:sjoyce@ci.irvine.ca.us)

With a copy to: Orange County Great Park Corporation  
P.O. Box 19575  
Irvine, CA 92623  
Attn: Chief Executive Officer  
Facsimile: (949) 724-6045  
Email: etolles@ci.irvine.ca.us

And to: Rutan & Tucker, LLP  
611 Anton Blvd. Suite 1400  
Costa Mesa, CA 92626  
Attn: Jeffrey T. Melching, City Attorney  
Facsimile: (714) 546-9035  
Email: jmelching@rutan.com

To Lessee: Irvine Ice Foundation  
3150 Barranca Parkway  
Irvine, CA 92606-5202  
Attn: Michael Schulman  
Facsimile: (949) 759-5707  
Email: mschulman@hsventures.org

With a copy to: Ice Management, LLC  
2101 East Coast Highway, Third Floor  
Corona del Mar, CA 92625  
Attn: Michael Sculman  
Facsimile: (949) 759-5707  
Email: mschulman@hsventures.org

And to: Bernard E. Schneider  
2101 E. Coast Highway, Suite 230  
Corona Del Mar, CA 92625  
Facsimile: (949) 760-5719  
Email: bschneider@hondacenter.com

Notices personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices mailed shall be deemed effective on the second business day following deposit in the United States mail. Notices delivered by facsimile shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as either party may from time to time designate in writing.

22.2 Non-liability of City Officials and Employees. No member, official, employee, or contractor of City shall be personally liable to Lessee in the event of any default or breach by City or for any amount which may become due to Lessee or on any obligations under this Lease.

22.3 Binding on Heirs. This Lease shall be binding upon the parties hereto and their respective representatives, transferees, successors, and assigns; provided, however, that nothing in this Section is intended to modify or restrict the scope of the provisions set forth in Section 19.

22.4 Third Party Beneficiaries. Except as expressly provided herein as to Covered Parties, each of which is an intended third party beneficiary with the right, but not the obligation, to enforce the terms hereof, this Lease shall not confer any rights or benefits on any third party.

22.5 Sale of Premises by City. In the event of any sale, exchange or other conveyance of City's interest in the Premises by City and an assignment by City of this Lease, City shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the Premises or this Lease occurring after the consummation of such sale, exchange or other conveyance and assignment.

22.6 Litigation Expenses. Should any litigation be commenced between the parties to this Lease concerning the Premises, this Lease, or the rights and duties of either in relation thereto, the party prevailing in that litigation shall be entitled, in addition to any other relief that may be granted in the litigation, to a reasonable sum as and for that party's attorneys' fees in that litigation that shall be determined by the court in that litigation or in a separate action brought for that purpose.

22.7 Relationship of Parties. Nothing in this Lease shall be construed to form a joint venture, partnership, or similar relationship between City and Lessee.

22.8 Lessee Delegation of Duties. Lessee may, pursuant to the Management Agreement, delegate to the Manager such of Lessee's duties as it determines appropriate, provided, however, that the Manager's failure to perform such duties shall be deemed a failure of Lessee to perform such duties.

22.9 City Acting as Owner of Real Property. Lessee understands and agrees that City is entering into this Lease in its proprietary capacity, as the holder of fee title to the Premises, and not in its capacity as a regulatory agency of City. Lessee understands that City's entering into this Lease shall not be deemed to imply that Lessee will be able to obtain any required approvals from City departments, boards or commissions which have jurisdiction over the Premises, including City itself in its regulatory capacity. By entering into this Lease, City is in no way modifying Lessee's obligations to cause the Premises to be used and occupied in accordance with all Applicable Laws, as provided herein.

22.10 Monitoring. Lessee shall cooperate with City and shall make available to City all information, documents, and records reasonably requested by City for the purpose of assuring Lessee's compliance with this Lease.

22.11 Entire Agreement, Waivers, and Amendments. This Lease incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter hereof. All waivers of the provisions of this Lease must be in writing and signed by the appropriate authorities of the party to be charged. A waiver of the breach of the covenants, conditions or

obligations under this Lease by either party shall not be construed as a waiver of any succeeding breach of the same or other covenants, conditions or obligations of this Lease. Any amendment or modification to this Lease must be in writing and executed by the appropriate authorities of City and Lessee.

22.12 Interpretation. The terms of this Lease shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Lease or any other rule of construction which might otherwise apply. The section headings are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Lease. All references to the term "days" in this Lease shall mean calendar days unless otherwise specifically indicated.

22.13 Applicable Law; Venue. The laws of the State of California shall govern the interpretation and enforcement of this Lease without regard to conflict of law principles. All legal actions must be instituted and maintained in the Superior Court of the County of Orange, State of California, in any other appropriate court in that county, or in the Federal District Court in the Central District of California.

22.14 Severability. If any term, provision, covenant, or condition of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Lease shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Lease.

22.15 Administration of Lease. City shall maintain authority of this Lease and the authority to implement this Lease through its City Manager (or his or her duly authorized representative). The City Manager shall have the authority to make approvals, issue interpretations, execute documents, waive provisions, and/or enter into certain amendments of this Lease on behalf of City so long as such actions do not materially or substantially change the uses or development permitted on the Premises or materially add to the costs incurred or to be incurred by City as specified herein. Such approvals, interpretations, waivers and/or amendments may include extensions of time to perform.

22.16 Force Majeure. Except as otherwise expressly provided in this Lease, if the performance of any act required by this Lease to be performed by either City or Lessee is prevented or delayed by reason of Force Majeure, the time or times for performance of the obligations will be extended for the period of the delay; provided, however, (a) within thirty (30) days after the beginning of any such delay, the delayed party shall have first notified the other party in writing of the cause or causes of such delay and claimed an extension for the reasonably estimated period of the delay, and (b) the delayed party cannot, through commercially reasonable and diligent efforts (not including the incurring of overtime premiums or the like), make up for the delay within the time period remaining prior to the applicable completion date. Under no circumstances shall an event of Force Majeure exceed twelve months without City's consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

22.17 Termination. No termination of this Lease shall release any party in default and this Lease shall survive for purposes of allowing a party to enforce its rights and remedies under

this Lease in the event of a default, including, without limitation, the provisions of Section 22.5. All indemnification provisions shall survive the termination of this Lease.

22.18 Authority to Execute. The person(s) executing this Lease on behalf of the parties hereto warrant that (a) such party is duly organized and existing, (b) they are duly authorized to execute and deliver this Lease on behalf of said party, and (c) by so executing this Lease, such party is formally bound to the provisions of this Lease.

22.19 Execution in Counterpart. This Lease may be executed in several counterparts, and all so executed shall constitute one agreement binding on both parties hereto, notwithstanding that both parties are not signatories to the original or the same counterpart.

22.20 Exhibits. This Lease incorporates by reference the following nine (9) exhibits attached hereto:

- Exhibit "A" Area Map of Great Park
- Exhibit "B" Legal Description of Premises
- Exhibit "C" Site Map of Premises
- Exhibit "D" Description of City Improvements
- Exhibit "E" Project Description
- Exhibit "F" Event Marketing Guidelines
- Exhibit "G" Design Review Process
- Exhibit "H" Schedule of Performance
- Exhibit "I" Programs
- Exhibit "J" CRUP
- Exhibit "K" Depiction of City Improvements and Adjacent City Property

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, City and Lessee have entered into this Lease as of the date set forth above.

“CITY”

CITY OF IRVINE, a California municipal corporation

By:   
Sean Joyce, City Manager

ATTEST:

  
Molly McLaughlin, City Clerk

APPROVED AS TO FORM:  
RUTAN & TUCKER, LLP

  
Jeffrey T. Melching, City Attorney

“LESSEE”

IRVINE ICE FOUNDATION, a California non-profit public benefit corporation

By: 

**EXHIBIT "A"**

**AREA MAP OF GREAT PARK**

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

[Attached]





**EXHIBIT "B"**

**LEGAL DESCRIPTION OF PREMISES**

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

**GREAT PARK ICE AND SPORTS COMPLEX**

THAT CERTAIN PARCEL OF LAND IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF LOT 279 AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGES 1 THROUGH 49, INCLUSIVE, OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

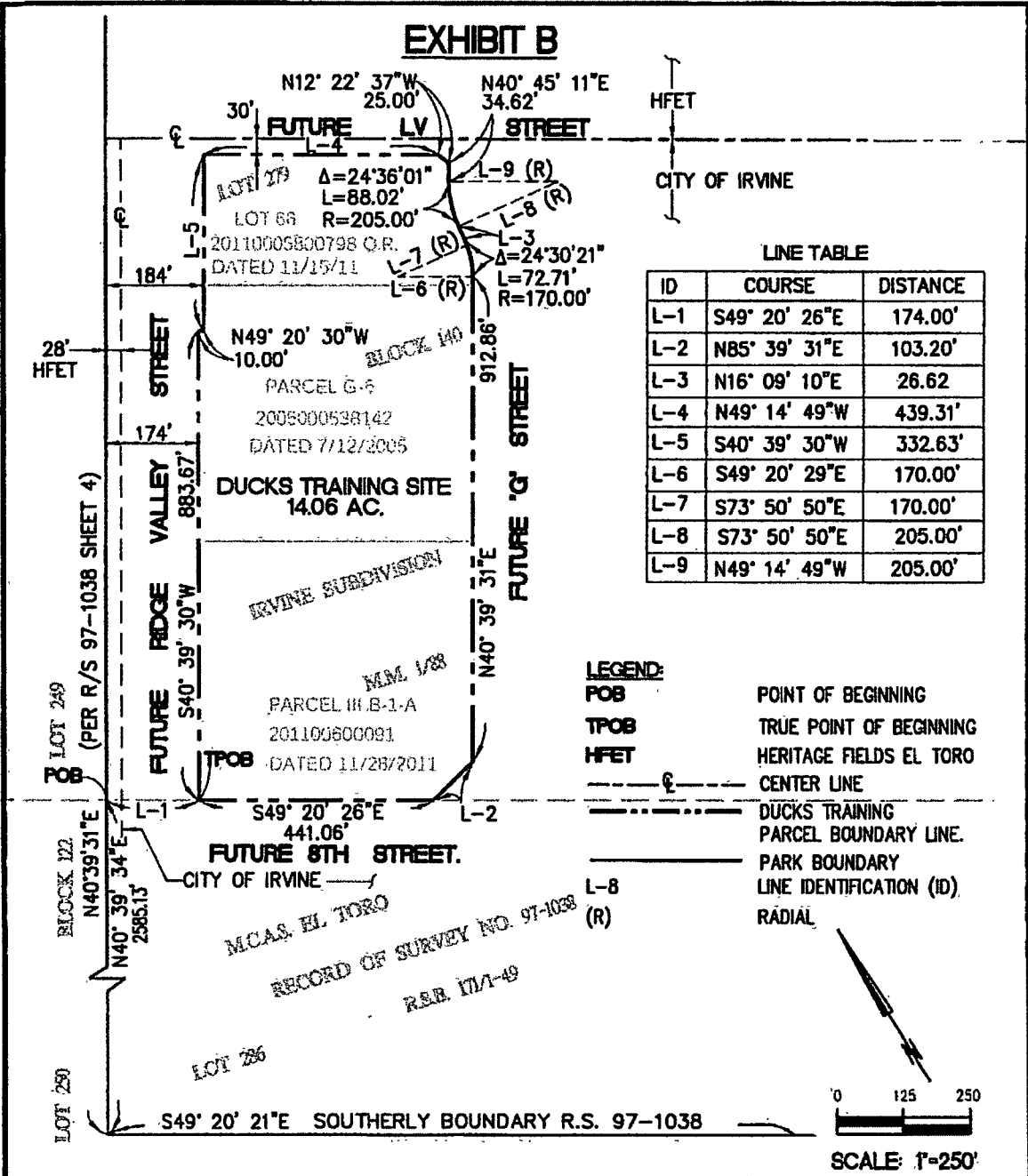
BEGINNING AT A POINT IN THE WESTERLY LINE OF SAID RECORD OF SURVEY BEING NORTHERLY AND DISTANT 2585.13' FEET FROM THE SOUTHWESTERLY TERMINUS OF SAID LINE HAVING A BEARING OF NORTH 40°39'34" EAST, SAID POINT BEING THE **POINT OF BEGINNING (POB)**; THENCE DEPARTING FROM SAID WESTERLY LINE SOUTH 49°20'26" EAST 174.00' FEET TO THE **TRUE POINT OF BEGINNING (TPOB)**; THENCE SOUTH 49°20'26" EAST 441.06' FEET; THENCE NORTH 85°39'31" EAST 103.20' FEET; THENCE NORTH 40°39'31" EAST 912.86' FEET, TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 170.00' FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS NORTH 49° 20' 29" WEST; THENCE NORTHERLY ALONG SAID CURVE 72.71' FEET THROUGH A CENTRAL ANGLE OF 24° 30' 21"; THENCE NORTH 16°09'10" EAST 26.62" FEET; TO THE BEGINNING OF CURVE CONCAVE EASTERLY HAVING A RADIUS OF 205.00' FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS NORTH 73° 50' 50 " WEST; THENCE NORTHERLY ALONG SAID CURVE 88.02' FEET THROUGH A CENTRAL ANGLE OF 24° 36' 01"; THENCE NORTH 40° 45' 11" EAST 34.62' ; THENCE NORTH 12° 22' 37" WEST 25.00' FEET; THENCE NORTH 49°14'49" WEST 439.31'; THENCE SOUTH 40° 39' 30" WEST 332.63' FEET; THENCE NORTH 49° 20' 49" WEST 10.00' ; THENCE SOUTH 40° 39' 30" WEST 883.67' FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 14.06 ACRES, MORE OR LESS.

MORE PARTICULARY SHOWN ON EXHIBIT B ATTACHED HERETO AND BY THIS REFERENCE MADE A PART THEREOF

J:\JOB811531193-88 DUCKS TRAINING CENTER\CURRENT PDF DUCKS PARCEL\FINAL DRAWING AND LEGAL\REF-DUCKS LEASE EXHIBIT 12-18-2016-FINAL.dwg, 12/22/2015 11:23:50 AM

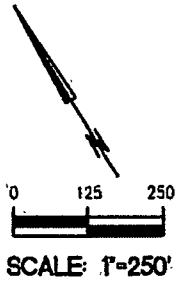
### EXHIBIT B




**LINE TABLE**

ID	COURSE	DISTANCE
L-1	S49° 20' 26"E	174.00'
L-2	N85° 39' 31"E	103.20'
L-3	N16° 09' 10"E	26.62
L-4	N49° 14' 49"W	439.31'
L-5	S40° 39' 30"W	332.63'
L-6	S49° 20' 29"E	170.00'
L-7	S73° 50' 50"E	170.00'
L-8	S73° 50' 50"E	205.00'
L-9	N49° 14' 49"W	205.00'

- LEGEND:**
- POB POINT OF BEGINNING
  - TPOB TRUE POINT OF BEGINNING
  - HFET HERITAGE FIELDS EL TORO
  - CENTER LINE
  - DUCKS TRAINING PARCEL BOUNDARY LINE.
  - PARK BOUNDARY
  - LINE IDENTIFICATION (ID)
  - (R) RADIAL



**LEGAL DESCRIPTION:**  
 That portion of Lot 279 of Block 140 in the City of Irvine, County of Orange, State of California, as shown on Irvin's Subdivision, filed in Book 1 page 88, M.M.

**PREPARED BY:**  

**DMC ENGINEERING**  
 Civil • SURVEYING • PLANNING • CONSTRUCTION  
 Tel: (949) 753-9393 • Fax: (949) 753-9322  
 18 Technology Drive, Suite 100, Irvine, California 92618  
 E-Mail: dmc@dmcceng.com • www.dmceng.com

SCALE: 1"=250'  
 DRAFTED BY: MR  
 CHKD BY: DJM  
 DATE: 12-18-15  
 SHEET 1 OF 1

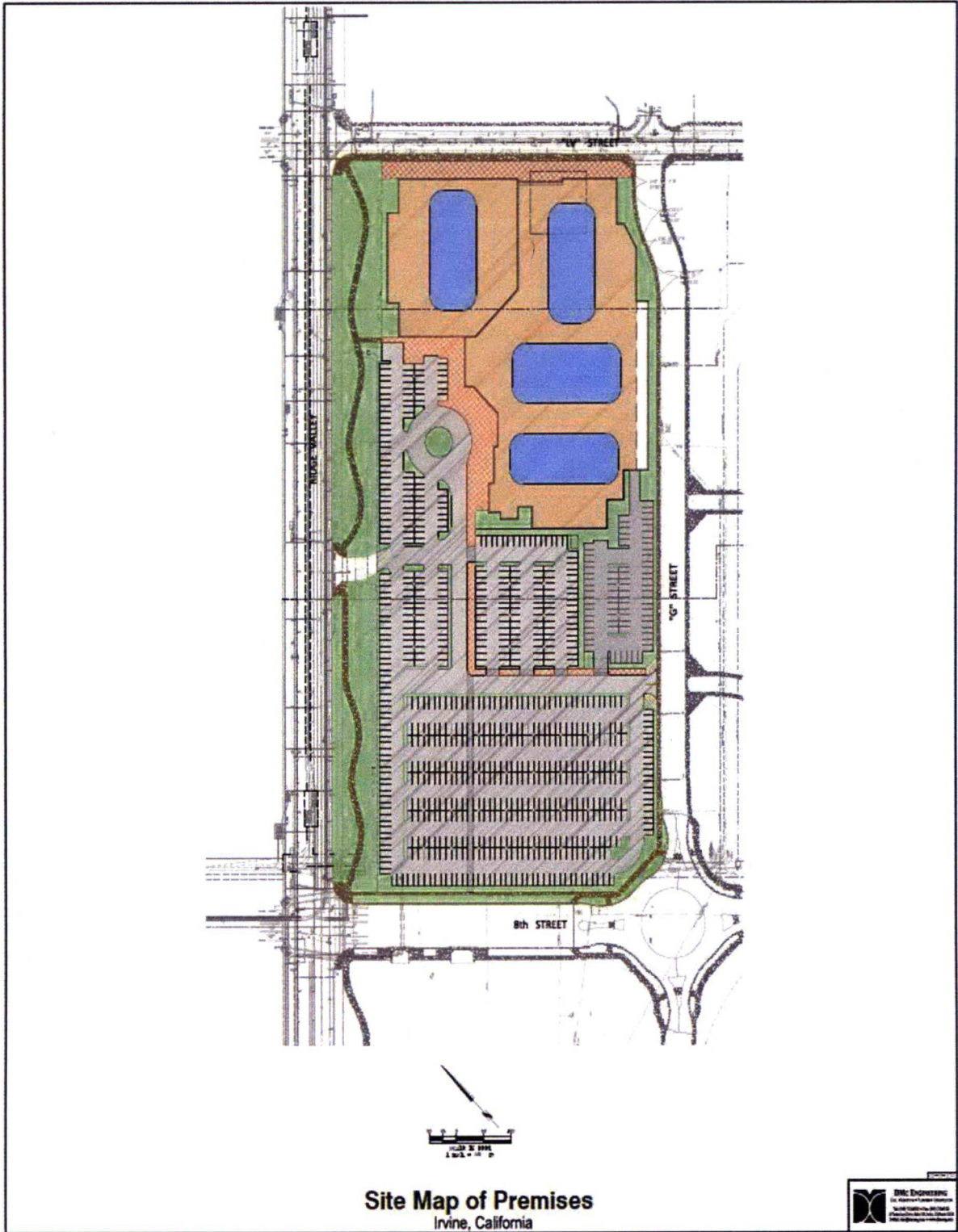
**ORANGE COUNTY GREAT PARK**

REV 1	
REV 2	

**EXHIBIT "C"**

**SITE MAP OF PREMISES**

[Attached]



**Site Map of Premises**  
Irvine, California



## EXHIBIT "D"

### DESCRIPTION OF CITY IMPROVEMENTS

1. City Off-Site Parking. City shall provide the City Off-Site Parking in accordance with Section 8.20 of this Lease.

2. Infrastructure. City shall install or cause to be installed and/or constructed the following utility infrastructure improvements, as further depicted on Exhibit "K"

A. Conduit only (e.g., no wire or cable) for the following utilities from the existing backbone infrastructure to the perimeter of the Premises.

1. Electrical (5")
2. Telephone (4")
3. Cable (4")

B. The following laterals, to be installed and/or constructed from the existing backbone infrastructure to the perimeter of the Premises:

1. Gas line (2")
2. Sewer line (8")
3. Storm drain line (24")
4. Potable water line (8")
5. Reclaimed water line (4")

3. Access. City shall construct or cause to be constructed the following street segments, including curbs, gutters, boundary sidewalks, and street lighting within each of said segments, all in accordance with City standards for such improvements, but not including any parkway landscaping within the Premises, the installation of which shall be the responsibility of Lessee:

A. The segment of Ridge Valley located between Trabuco Road and 8<sup>th</sup> Street, as depicted on the Site Map.

B. The segment of 8<sup>th</sup> Street located between Ridge Valley and C Street, as depicted on the Site Map.

C. The segment of G Street located between C Street and LV Street, as depicted on the Site Map.

## EXHIBIT "E"

### DESCRIPTION OF PROJECT

The Project is the development of a four (4) sheet community ice rink facility consisting of approximately Two Hundred Seventy Thousand Square Feet (270,000 sf), with ancillary uses including, without limitation, lobby/warming area, pro-shop, skate-rental/skate sharpening, sit-down restaurant, concessions, party rooms, arcade, restrooms, Anaheim Ducks training space (including administrative offices and meeting rooms, weight training space, Whirlpool, sauna/steam rooms, players' lounge) storage areas, other training space, lockers, administrative space, mechanical/electrical facilities.

One (1) ice sheet/rink will be developed to Olympic standards (e.g., 100 sf x 200 sf), with a five hundred (500) seat seating area. Each of the remaining three (3) ice sheets/rinks will be developed to National Hockey League standards (e.g., 85 sf x 200 sf), two of which will contain a five hundred (500) seat seating area, and one of which will contain a two thousand five hundred (2,500) seat seating area. The Project includes the construction of right turn driveway apron ingress and egress improvements to and from the Premises to Ridge Valley, as depicted on Exhibit "K", the development of not less than six hundred sixty-five (665) parking spaces to be located on the Premises, and the installation of parkway landscaping within the Premises boundaries, all in accordance with the plans approved by City for the Project.

The Project includes the installation and/or construction of the following utility infrastructure improvements:

A. Extending the conduit installed and/or constructed by City as part of the City Improvements from the perimeter of the Premises to Lessee's on-site point of connection. Installing and/or constructing all wire and/or cable.

B. Extending the following laterals installed and/or constructed by City from the perimeter of the Premises to Lessee's on-site point of connection:

1. Gas line
2. Sewer line
3. Storm drain line.
4. Potable water line
5. Reclaimed water line

The Project includes development and installation of all equipment (including mechanical and electrical), fixtures, furnishings, and other property to operate and maintain a first class community ice rink. Lessee shall expend not less than Thirty-Five Million Dollars (\$35,000,000) to develop the Project.

## **EXHIBIT “F”**

### **EVENT MARKETING GUIDELINES**

In order to not cause confusion between City events at the Great Park, which are funded through City’s Great Park Fund, and events brought to the Great Park through site rental/lease agreements or contract service agreements the following marketing guidelines have been established. Adherence to these guidelines is required under the Lease.

Throughout this document, events and shows that are open to the public and produced at the Great Park through a site rental/lease agreement or contract service agreement are referred to as “community events.”

#### **General Marketing Agreement**

All site rental, lease and contract service agreements for Great Park property are covered by the following general marketing agreement, including all guidelines set forth in this document.

Employees of City are not obligated to perform or support the marketing of community events and programs at the Great Park.

Courtesy public relations and marketing functions may be conducted at the discretion of City. This may include the inclusion of one or many community events in the Great Park events calendar. This may be circulated online or in print, at the discretion of City.

City also reserves the right, at its discretion, to promote community events and programs to the local media. City staff will also, upon request, provide media contacts directly to site lessees for their use.

City reserves the right to distribute upcoming Great Park events information at any site rental/leased location while an event is occurring. If appropriate to the setup of the event, City may request a booth to distribute and share information at all events held at the Park.

Through negotiating the site rental/lease agreement or contract service agreement, City staff will be available to review any promotional or marketing materials to ensure compliance with these guidelines. This is a service that will ensure all marketing is conducted to best benefit all parties.

#### **Accepted Terms and Titles**

- City reserves the right to list the lessee’s or service provider’s event on the Great Park Web Site ([www.ocgp.org](http://www.ocgp.org)) as a “Community Event at the Great Park.”
- When referencing the event location, the following terms are preferred:
  - At the Orange County Great Park in Irvine
  - At the Great Park in Irvine
- Terms *not* to be used:

- Irvine's Great Park
  - OC Great Park
  - Irvine Great Park
  - Preview Park
  - El Toro Marine Base (or any variation)
- Unless otherwise agreed upon in a separate marketing agreement, when titling a community event/program that will be held at the Great Park, the words "Great Park" cannot be used in the name of the event, associated URLs, Twitter user names, Facebook page titles, or any other use that would imply that this is an event funded through City's Great Park Fund. Some *prohibited* examples:
    - Great Park Home Show
    - Bridal Expo at the Great Park
    - Greatparkexpo
    - www.greatparkhomeshow.com
  - Nowhere in any marketing or promotional material or verbiage for your event/program should it be implied that City is partnering, sponsoring or hosting an event/program unless otherwise specified in a separate written marketing agreement between the site lessee or service provider and City.
  - Since the Great Park is on a former military base, there is no official address for the Great Park. The recommended verbiage for describing the location is "Off the 5 freeway at Sand Canyon." Using an address for the Great Park location will result in older GPS systems leading visitors to closed roads.
  - The Great Park amenities such as the Balloon are not included as an amenity in any site rental/lease or service agreement, and should never be referred to as such in marketing a community event/program.

### **Logos and Imagery**

- Imagery of the Great Park Balloon in marketing or promotion for any community event/program is prohibited.
- Images provided by City to be used in any event-related or program-related marketing should include the credit "Photo courtesy of the City of Irvine."
- Photos provided by City for use in event-related or program-related marketing cannot be edited or "photo-shopped" in any way, including, without limitation, adding amenities, modifying the look of the Great Park, adding event logos into the Great Park imagery, or erasing Great Park features.
- Photos of specific site venues at the Great Park are available for use in promotion, but should never be used as the main graphics or imagery in promoting a community event/program.



- The “@the Orange County Great Park” logo was developed to provide community events/programs with a distinctive way to identify their event location. The use of the “@the Orange County Great Park” logo is not required, but if it is used and such use is subject to City’s approval, the following guidelines must be followed:
  - The logo must not be used in conjunction with the community event title or as a primary graphic in any promotional materials.
  - Use only the colors and colorways provided. Full color and grayscale logos are provided.
  - The logo must be used as-is, with no parts removed and nothing added to the graphic.
  - The logo must be used in the given proportion and layout.
  - The overall height of the logo should never be less than ¼”, and should never appear to be larger than half the size of the logo or logotype of the name of the community event.
- City shall have the right to prohibit or restrict Lessee from using any City or Great Park logo, with the understanding that City may grant to other parties exclusive use of certain logos for certain purposes.
- Event-specific signage is permitted in specific locations at the Great Park. Those locations are included in a separate document specific to each event location. Posting signs, banners, fliers or any other marketing outside of these areas is prohibited.
- Any on-site signage, including banners or directional signage, may be subject to City permitting policies.

## **EXHIBIT “G”**

### **DESIGN REVIEW PROCESS**

All design review for the Great Park is conducted by City’s Great Park staff and City’s designated architects.

#### **Stage I: Conceptual Review**

The “Conceptual Review” should correspond approximately to 50% completion of the Project’s Schematic Design phase. By August 31, 2016, Lessee shall submit to City for review, the “Conceptual Review” designs, which include the following, with scales specified for architectural drawings:

- 1. Site plan at not smaller than 1:1200 scale (1”-100’).
- 2. Ground floor plan with proximate site area at not smaller than 1:600 scale (1”-50’).
- 3. Above and below ground floor plans at not smaller than 1:600 scale (1”-50’).
- 4. At least two project sections at not smaller than 1:600 scale (1”-50’).
- 5. Tabulation of areas of major exterior and public interior spaces and tabulation of parking spaces by size and type of space.
- 6. Dimensions of site, parking areas, building and setbacks.

#### **Stage II: Preliminary Review**

Not later than ninety (90) days after City’s approval of the Conceptual Review designs, Lessee shall submit to City for City’s review, the “Preliminary Review” designs, which include the following, with scales specified for architectural drawings:

- 1. Site plan at not smaller than 1:600 (1”-50’).
- 2. Ground floor plan with proximate site area at not smaller than 1:200 scale (1/16” 1’0” is the same as 1:192).
- 3. Above and below ground floor plans at not smaller than 1:200 scale.
- 4. At least two project sections and two exterior elevations at not smaller than 1:200 scale.
- 5. Two exterior perspective drawings, at least one of which has a street-level viewpoint, and, if applicable, one perspective drawing of a major interior public space. The perspective shall be constructed, two-point drawings; the interior can be a one-point or two-point. The drawing images shall be within a 60-degree cone of vision.

- 6. Tabulation of areas of major exterior and public interior spaces and tabulation of parking by size and type of space.
- 7. Dimensions of site, parking areas, buildings, setbacks, exterior spaces and major public indoor spaces.
- 8. Plant selections for the landscape design.
- 9. A narrative description of the project that includes proposed uses, design concepts, public spaces, urban design materials and landscaping.

### **Stage III: Final Review**

“Final Review” occurs at the end of the design development phase of architectural design, at which time all the major design and cost decisions for a Project should have been made. The design submission for Final Review shall be submitted to City for City’s review within ninety (90) days after City’s approval of the Preliminary Review designs, and includes a completed set of the architect’s design development materials and the artist’s final designs, which update and supplement the Preliminary Review requirements.

- 1. Update Stage II: Preliminary Review site plan requirement.
- 2. Update Stage II: Preliminary Review ground floor plan requirement.
- 3. Update Stage II: Preliminary Review requirement. For floor plans plus roof plan(s) at not smaller than 1:200 scale (1/16”-1’0” is the same as 1:192).
- 4. Update Stage II: Preliminary Review section and elevation requirement plus two project sections and all remaining exterior elevations at not smaller than 1:200 scale.
- 5. Update Stage II: Preliminary Review perspective drawings requirements.
- 6. Update Stage II: Preliminary Review requirement for tabulation of areas and parking spaces.
- 7. Update Stage II: Preliminary Review dimensions requirement.
- 8. Update Stage II: Preliminary Review materials selection requirement plus material and color boards of exterior walls, exterior hardscape (at the ground plane, at visible roofs and at usable roof decks) and major interior public spaces.
- 9. Update Stage II: Preliminary Review landscape requirement plus landscaping site plan, floor plans, sections and elevations at not smaller than 1:200 scale, including hardscape, lighting, equipment, furnishings and planting schedules for on-site and off-site improvements.
- 10. Update Stage II: Preliminary Review outline specifications requirement, making detailed outline specifications for the project.

- 11. Material and color selections for exterior walls, exterior hardscape, and walls and floors of major interior public spaces.

City shall have the authority to waive any of the aforementioned items from the Design Review Process and/or move from one Stage of the process to a subsequent Stage.

**EXHIBIT "H"**

**SCHEDULE OF PERFORMANCE**

<b>TIME FOR PERFORMANCE</b>	<b>ITEM OF PERFORMANCE</b>
Date upon which City approves Lease	Effective Date
10 days following Effective Date and no later than Commencement Date or prior to entry on Great Park (Section 4.2.1(e) and Section 14.1)	Lessee delivers evidence of insurance
Upon satisfaction of Lease Conditions in Section 4.2 (Section 4.1)	Commencement Date (not later than Outside Commencement Date)
From Commencement Date until Lease termination or expiration (Section 5.1)	Lessee pays Rent
By August 31, 2016 (Section 6.3.2)	Lessee submits applications for all Project permits and land use approvals and preliminary plans
By the Outside Commencement Date (Sections 4.2.1(a), 4.2.1(c), 4.2.2(a), and 4.2.2(c))	Lessee obtains approval of Final Plans and all Permits for the Project
By the Outside Commencement Date (Sections 4.2.1(b) and 4.2.2(b))	City obtains final approvals for City Improvements
By August 31, 2016 (Section 4.2.1(c))	Lessee submits Lessee's Evidence of Financial Capability
By August 31, 2016 (Section 4.2.1(f))	Lessee submits Lessee's proposed form of Management Agreement
No later than 30 days after receipt of complete submittal of Lessee's Evidence of Financial Capability (Section 4.2.1(c))	City reviews Lessee's Evidence of Financial Capability
No later than 30 days after receipt of submittal of Lessee's proposed form of Management Agreement (Section 4.2.1(f))	City reviews Lessee's proposed form of Management Agreement

<b>TIME FOR PERFORMANCE</b>	<b>ITEM OF PERFORMANCE</b>
By the Outside Commencement Date (Section 4.2.1(d) and Section 4.2.2(c))	Lessee obtains final City approval of grading plans and City ready to issue grading permits and building permits
No later than 15 days following Commencement Date (Section 6.4)	Lessee commences construction of Project
No later than eighteen (18) months following Commencement Date (Section 6.4)	Lessee completes construction of Project
No later than eighteen (18) months following Commencement Date (Section 6.4)	City completes City Improvements
Earlier of certificate of occupancy or eighteen (18) months following Commencement Date (Section 4.1)	Construction Completion Date
On or after Construction Completion Date (Section 4.1)	Parties record Memorandum of Lease
Within ninety (90) days after the end of each Lease Year (Section 8.5.1)	Lessee submits Project Cash Flow statement
No later than 180 days prior to expiration of Term (Section 4.3)	Lessee delivers Option Exercise Notice

It is understood that the foregoing Schedule of Performance is subject to all of the terms and conditions set forth in the text of the Lease. The summary of the items of performance in this Schedule of Performance is not intended to supersede or modify the more complete description in the text; in the event of any conflict or inconsistency between this Schedule of Performance and the text of the Lease, the text shall govern.

## **EXHIBIT "I"**

### **PROGRAMS**

Lessee shall operate the Ice Rink as a community skating facility. Lessee shall provide for or allow the Ice Rink to be made available and open for ice-related sports and activities to the general public (e.g., open or public skate), school and community teams, including youth hockey, adult hockey, and high school hockey, and other community groups, and organizations, including, without limitation, various skating classes and skating programs conducted by Lessee and offered through the City's Parks and Recreation Department.

On or before November 1 of each year, Lessee shall submit to City a proposed program schedule for the Ice Rink for the following calendar year for City's review and approval (each, a "**Proposed Schedule**"). Each Proposed Schedule shall include (i) the days and times the Ice Rink will typically be available for each of the uses described above, and (ii) any Large Ice Events intended to be held at the Ice Rink during the calendar year; provided, however, that Lessee may not hold more than ten (10) Large Ice Events per calendar year. At City's election, City and Lessee shall meet and confer regarding each Proposed Schedule. Lessee shall revise the Proposed Schedule to accommodate any reasonable requests and/or comments provided by City.

Upon City's written approval of a Proposed Schedule, Lessee may not revise the dates for any Large Ice Events without first obtaining City's written approval to the proposed revisions, which approval shall not be unreasonably withheld, conditioned, or delayed.

The Ice Rink shall be open to the public at all times of operation, including during times the Anaheim Ducks are using the Ice Rink for training purposes. The Anaheim Ducks shall use only one (1) individual ice rink at any given time for training purposes, and the Anaheim Ducks' collective use of the Ice Rink shall not exceed three percent (3%) of all "ice time" during operating hours.

Lessee may not use the Ice Rink for any non-ice events without obtaining the prior written consent of the City Manager.

**EXHIBIT "J"**

**CRUP**

[Attached]



Recorded in Official Records, Orange County

Tom Daly, Clerk-Recorder

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87.00

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**RECORDING REQUESTED BY:**  
United States Navy  
BRAC Program Management Office West  
1455 Frazee Road, Suite 900  
San Diego, California 92108-4310  
Attention: Esther P. Ewell  
Real Estate Contracting Officer

**WHEN RECORDED, MAIL TO:**  
Quang Than  
Remedial Project Manager  
Department of Toxic Substances Control  
Southern California Region  
5796 Corporate Avenue  
Cypress, California 90630

Mary T. Aycock  
Superfund Remedial Project Manager  
United States Environmental Protection  
Agency Region IX  
75 Hawthorne Street,  
Mail Code SFD-8  
San Francisco, California 94105-3901

Kirk V. Berchtold  
Executive Officer  
Regional Water Quality Control Board  
Santa Ana Region  
3737 Main Street, Suite 500  
Riverside, California 92501-3339

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**COVENANT TO RESTRICT USE OF PROPERTY**

**ENVIRONMENTAL RESTRICTION**

(Re: Former Marine Corps Air Station [MCAS] El Toro)  
For a Portion of Installation Restoration Program Site 24

[IRP Site 24]

EPA I.D. No. CA6170023208

This Covenant and Agreement ("Covenant") is made by and between the United States of America acting by and through the Department of the Navy ("DON", or the "Covenantor"), the current owner of certain property, situated in the City of Irvine, County of Orange, State of California, described in Exhibits A-1 and A-2 and depicted in Exhibit B as the Areas Requiring Institutional Controls ("ARICs") for a portion of Installation Restoration Program ("IRP") Site 24, which are attached and incorporated herein by this reference (the "Property"), and the California Environmental Protection Agency, Department of Toxic Substances Control ("Department"). The Covenantor and the Department (collectively referred to as the "Parties"), intend that the use of the Property be restricted as set forth in this Covenant, in order to protect present or future human health, safety, and the environment. The Parties have determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence in groundwater of hazardous material as defined in California Health and Safety Code ("Health and Safety Code") section 25260, and enter into this Covenant in accordance with Health and Safety Code section 25355.5, California Civil Code section 1471, and California Code of Regulations, Title 22 section 67391.1. In addition, pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") section 104 (42 United States Code ["U.S.C."] § 9604), as delegated to the Covenantor by Executive Order 12580 (as amended) ratified by Congress in 10 U.S.C. section 2701, et seq., and implemented by the National Oil and Hazardous Substances Pollution Contingency Plan ("NCP"), 40 Code of Federal Regulations ("C.F.R.") Part 300, and implementing guidance and policies, the Covenantor has also determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as

the result of the presence of hazardous substances in the groundwater as defined in CERCLA section 101 (42 U.S.C. § 9601(14)).

The Covenantor currently has legal title and interest in the Property sufficient to enter into and record this Covenant to provide for continuing enforcement of the restrictions contained in this Covenant. This Covenant shall be enforceable against the Property and any portion thereof in that it shall run with the land to all successors and assigns as provided in this Covenant. This Covenant shall take effect for a specific portion of the Property upon conveyance of that portion of the Property out of federal ownership as provided in this Covenant. Nothing in this Covenant shall be construed to establish a contractual commitment, warranty, or guarantee by the Covenantor that the Owner(s) or Occupant(s) will comply with the terms and conditions of the Covenant.

## ARTICLE I

### STATEMENT OF FACTS

1.01 The ARICs, which encompass a portion of IRP Site 24 and total approximately 335.16 acres, are more particularly described in Exhibits A-1 and A-2 and depicted in Exhibit B, attached hereto and incorporated herein by this reference. The ARICs are located in the southwest portion of the former MCAS El Toro ("Former Base").

1.02 The Former Base was listed on the U.S. Environmental Protection Agency ("U.S. EPA") National Priorities List under CERCLA in February 1990. The Defense Environmental Restoration Program, codified as 10 U.S.C. sections 2701-2709, gave the Department of Defense ("DoD") Environmental Restoration Program statutory status. In October of 1990, the Covenantor entered into a Federal Facility Agreement ("FFA") with the State of California Department of Health Services (the predecessor agency to the Department), U.S. EPA, and the

Regional Water Quality Control Board ("RWQCB"). The FFA establishes a procedural framework for developing, implementing, and monitoring appropriate response actions at the Former Base in accordance with the Resource Conservation and Recovery Act, CERCLA, and other applicable state or federal laws.

1.03 IRP Site 24 comprises two media: soil (vadose zone) and groundwater. The source area of the groundwater contamination at IRP Site 24 (vadose zone) is the former highly industrialized area in and around Hangars 296 and 297, which are not included in this Covenant. Maintenance activities conducted in this area are believed to be the source of the volatile organic compounds ("VOC") contamination; although the precise origin, nature, use, and quantities of trichloroethene ("TCE") released at IRP Site 24 are not documented.

Vadose zone soil - Investigations conducted at IRP Site 24 for vadose zone soil included a Phase I Remedial Investigation ("RI") (*Phase I Remedial Investigation, Draft Technical Memorandum* dated May 1993), a Phase II RI (*Draft Final Phase II Remedial Investigation Report Operable Unit 2A, Site 24*, dated March 1997), and a Phase II Feasibility Study ("FS") (*Draft Final Phase II Vadose Zone Feasibility Study Report, Operable Unit 2A-Site 24*, dated March 1997). Soil vapor extraction was used at IRP Site 24 to remove and permanently destroy contaminants from the vadose zone soils. The *Final Record of Decision, Operable Unit 2A-Site 24, VOC Source Area Vadose Zone*, dated April 2006 for vadose zone soil, documented a no further action determination for soil at IRP Site 24.

Groundwater – The primary media of concern at IRP Site 24 is groundwater which is first encountered at approximately 73 feet below ground surface. The chemicals of concern in the groundwater are VOCs, primarily TCE. Investigations conducted at IRP Site 24 for groundwater included the May 1993 Phase I RI, the March 1997 Phase II RI, and a *Draft Final Phase II*

*Groundwater Feasibility Study Report, Operable Unit 2A – Site 24*, dated December 1997. A pilot test for groundwater remediation was implemented from 1997 to 1998 (*Draft Groundwater Remediation Pilot Study Report, Operable Unit 2A-Site 24*, dated December 1998). The *Final ROD, Operable Unit 1, Site 18 – Regional Volatile Organic Compound Groundwater Plume, Operable Unit 2A, Site 24 – VOC Source Area* was issued by the DON in June 2002 (“Final ROD”).

The selected remedy for groundwater at these sites is extraction, VOC treatment, and institutional controls (“ICs”). The treatment remedy selected in the Final ROD incorporates the Modified Irvine Desalter Project implemented by the Orange County Water District (“OCWD”) and Irvine Ranch Water District (“IRWD”) pursuant to a Settlement Agreement, which can be found in the Final ROD – Attachment E, entered into by OCWD and IRWD and the Settling Federal Agencies, defined as including the United States, its agencies, departments, and instrumentalities and hence including the DON but excluding the U.S. EPA in its regulatory capacity.

The selected remedy for groundwater includes the following components:

1) construction, operation, and maintenance of a groundwater extraction system to remove VOCs from groundwater; 2) performance monitoring throughout the remedial action; 3) treatment of VOC-contaminated groundwater; 4) confirmatory groundwater and soil vapor sampling at the end of remediation; and 5) ICs to prevent use of contaminated groundwater, protect equipment, and allow access to the DON, OCWD/IRWD, and regulatory agency personnel. The Final ROD specifies that IC objectives are to be achieved through land-use restrictions. ICs are necessary to protect human health and the environment, and maintain the integrity of the remedy until the remedial action objectives are achieved, or are no longer

considered necessary pursuant to CERCLA. A *Final 100 Percent Design Submittal, Shallow Groundwater Unit Remedial Action, IRP Site 24, Volatile Organic Compounds Source Area*, dated March 2005 ("Final RD") finalized the engineering design and specifications for the shallow groundwater unit remedial action at IRP Site 24. In February 2006, the *Final Explanation of Significant Differences(ESD), Site 18 – Regional Volatile Organic Compound Plume (Operable Unit 1), Site 24 – VOC Source Area (Operable Unit 2A)* ("Final ESD") amended the Final ROD to document changes to components of the remedy, specifically relocation of the treatment plants, extraction well locations and extraction rates, and groundwater disposal options. The on-going groundwater remedy of extracting and treating VOC-impacted groundwater commenced in 2006. The *Final Performance Monitoring and Sampling and Analysis Plan, OUI and OU2A Groundwater Remedy*, dated August 2007 ("PMP") was issued as part of a comprehensive Operation and Maintenance ("O&M") Plan for the Site 18 (OU-1) and Site 24 (OU-2A) remedy. The O&M Plan includes three other subsets that have detailed procedures and methods for the activation, service, and continuance of all equipment associated with the performance of the remedy. The PMP identifies the monitoring criteria and analysis methods to evaluate the performance of the OU-1 and OU-2A remedy for both the shallow groundwater unit and the principle aquifer.

The U.S. EPA determined that the IRP Site 24 remedy was Operating Properly and Successfully ("OPS") on 9 September 2010; with the Department concurring on 13 September 2010 and the RWQCB on 2 July 2010. In accordance with CERCLA Section 120(h)(3)(B), 42 U.S.C. § 9620(h)(3)(B), once an OPS determination has been concurred with, the DON can transfer the property subject to the covenants in Section 120(h)(3)(A) of CERCLA, 42 U.S.C. § 9620(h)(3)(A).

1.04 The Covenantor issued a Finding of Suitability to Transfer #6 ("FOST #6") dated February 2011, to transfer the Property. The Department concurred with FOST #6 on March 24, 2011.

## ARTICLE II

### DEFINITIONS

2.01 Covenantor. "Covenantor" shall mean the United States of America acting through the Department of the Navy ("DON").

2.02 Department. "Department" shall mean the California Environmental Protection Agency Department of Toxic Substances Control and includes its successor agencies, if any.

2.03 U.S. EPA. "U.S. EPA" shall mean the United States Environmental Protection Agency and includes its successor agencies, if any.

2.04 FFA. "FFA" shall mean the Federal Facility Agreement among the DON, (Covenantor), State of California Department of Health Services (the predecessor agency to the Department), U.S. EPA, and RWQCB.

2.05 FFA Signatories. "FFA Signatories" shall mean the agencies who signed the FFA.

2.06 Occupant. "Occupant" shall mean any person or entity other than the Covenantor entitled by leasehold or other legal relationship to the right to occupy any portion of the Property.

2.07 Owner. "Owner" shall mean the Covenantor's successors in interest, and their successors in interest, including heirs and assigns, during their ownership of all or any portion of the Property.

2.08 RWQCB. "RWQCB" shall mean the California Regional Water Quality Control Board, Santa Ana Region and includes its successor agencies, if any.

## ARTICLE III

### GENERAL PROVISIONS

3.01 Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively, "Restrictions"), subject to which the Property and any associated monitoring and other equipment shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered and/or conveyed. These Restrictions are to be construed to be consistent with the separate Restrictions placed in the deed by and in favor of the Covenantor, conveying the Property from the Covenantor to its successor in interest. Each and every Restriction: (a) shall only take effect for a specific portion of the Property upon conveyance of that portion of the Property out of federal ownership; (b) runs with the land in perpetuity pursuant to Health and Safety Code section 25355.5(a)(1)(C) and Civil Code section 1471; (c) inures to the benefit of and passes with each and every portion of the Property; (d) shall apply to and bind all subsequent Owners and Occupants of the Property; (e) is for the benefit of, and is enforceable by the Department, and (f) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02 Binding upon Owners and Occupants. Pursuant to Health and Safety Code section 25355.5(a)(1)(C), this Covenant binds all Owners and Occupants of the Property, their heirs, successors, and assigns, and the agents, employees, and lessees of the Owners, heirs, successors and assignees. Pursuant to Civil Code section 1471, all successive Owners of the Property are expressly bound hereby for the benefit of the Department.

3.03 Incorporation into Deeds, Leases, and/or Rental Agreements. The restrictions set forth herein shall be incorporated by reference in each and all deeds, leases, and/or rental agreements for any portion of the Property to which they are in effect and applicable.



**3.04 Conveyance of Property.** At least 30 days prior to conveyance of the Property to any other agency, person, and/or entity, the DON or property owner shall provide notice to the FFA signatories of such intended conveyance. This notice shall describe the mechanism by which land use restrictions will continue to be implemented, maintained, inspected, reported, and enforced. Reference to the Final ROD, Final RD, and PMP shall be sufficient description of the mechanism. The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law or by administrative order.

**3.05 Costs of Administering the Covenant to be Paid by Owner.** The Department will incur costs associated with the administration of this Covenant. These costs shall be paid by the Owner or on the Owner's behalf by another party pursuant to California Code of Regulations, title 22, section 67391.1(h). The Owner is ultimately responsible for costs incurred pursuant to this Section 3.05 if such costs are not paid by another party on the Owner's behalf.

**3.06 Transfer of Property to Multiple Owners.**

**3.06.1** The Owner shall, prior to transfer, propose a mechanism for the Department's approval that will provide for performance of the obligations set forth in Sections 3.05 and 4.03 of this Covenant by a single entity on behalf of multiple Owners of the Property if the Property is subdivided into more than two separate subparcels creating either of the following conditions: (1) there will be more than two Owners of different subparcels on the Property, or (2) any of the subparcels will become a common interest development as defined in Section 1351 of the California Civil Code or would in any other way become subject to multiple separate ownership interests.

3.06.2 The Department has determined based on the circumstances involved in the conveyance of the Property that is the subject of this Covenant that it will grant a limited variance to the requirements in Section 3.06.1 above. The limited variance to the requirements in Section 3.06.1 is described in Section 3.06.3 below. The Department based its determination to grant the limited variance on the following circumstances regarding the conveyance of the Property: (1) the Property is being conveyed in three separate parcels by three separate quitclaim deeds, (2) one Covenant is being used because all of the parcels making up the Property require the same Land Use Restrictions, (3) the three quitclaim deeds are to separate unrelated entities, which are Heritage Fields El Toro, LLC; Orange County Society of St. Vincent de Paul; and Families Forward, LLC and the Community Action Partnership of Orange County, (4) Heritage Fields El Toro, LLC intends to immediately transfer a portion of the parcel it receives to the City of Irvine, (5) the City of Irvine intends to immediately transfer a portion of the parcel it receives to the County of Orange, and (6) the plan to transfer the Property as described above has been in place for some time. For the reasons described above, the Department has determined it will grant a limited variance to the requirements set forth in Section 3.06.1.

3.06.3 The Department has determined that the nature of the conveyance(s) discussed in Section 3.06.2 would normally trigger the requirement in Section 3.06.1 that an Owner propose a mechanism for the Department's approval that will provide for performance of the obligations set forth in Sections 3.05 and 4.03 of this Covenant by a single entity on behalf of multiple Owners of the Property. Based on the circumstances discussed in Section 3.06.2 the Department is granting a limited variance to that requirement for the specific conveyances described in Section 3.06.2 of this Covenant. Therefore, those conveyances shall not require an Owner to propose the mechanism required by Section 3.06.1. However, this limited variance shall not relieve any of

the entities identified in Section 3.06.2 of any obligations of an Owner under this Covenant, excepting those in Section 3.06.1, once the conveyances identified in Section 3.06.2 have been completed. Any subsequent conveyances of any portion of the Property to a party not identified in Section 3.06.2 will require that a mechanism be provided for the Department's approval that will provide for performance of the obligations set forth in Sections 3.05 and 4.03 of this Covenant by a single entity on behalf of multiple Owners.

#### ARTICLE IV

##### RESTRICTIONS AND REQUIREMENTS

4.01 Land Use Restrictions. The Owner or Occupant shall not:

- a. Install new groundwater wells of any type within the ARICs (Exhibits A-1 and A-2) without prior review and written approval from the DON and the Department. As concurred upon by the FFA signatories, the Department will consult, as appropriate, with the U.S. EPA and the RWQCB during the review and approval process. Additionally, all permits, as required by the Orange County Health Care Agency and IRWD shall be obtained for any new groundwater wells installed within the ARICs.
- b. Alter, disturb or remove groundwater monitoring and extraction wells, injection wells, and any associated piping and equipment that are included in the remedial action within the ARICs, without the prior review and written approval from the DON and the Department. As concurred upon by the FFA signatories, the Department will consult, as appropriate, with the U.S. EPA and the RWQCB during the review and approval process.
- c. Use VOC-impacted groundwater within the ARICs without prior review and written approval from the FFA signatories.

4.02 Access. The FFA signatories, and their authorized agents, employees, contractors, and subcontractors shall have reasonable right of entry and access to the Property to conduct long-term monitoring, investigations, sampling, surveys, inspections, maintenance; or construct, operate, and maintain the remedial action described in the Final ROD, Final RD, and PMP; or undertake any other activities consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect the public health or safety, or the environment.

4.03 Inspection and Reporting Requirements. The Owner, or another party on the Owner's behalf, shall conduct annual site inspections and annual compliance reporting to address the monitoring and maintenance necessary to ensure compliance with the Restrictions and Requirements, and Terms of the Covenant. Submission by the Owner or by another party on the Owner's behalf of Covenantor's form, Portion of IRP Site 24 Land Use Controls Compliance Certificate ("Compliance Certificate"), consistent with the form attached hereto as Exhibit C, shall be deemed to comply with the reporting requirements of this Paragraph. In addition, if any deficiencies are found during the annual inspection, the Owner or by another party on the Owner's behalf shall provide to the Covenantor, the Department, U.S. EPA, and the RWQCB written explanation with the Compliance Certificate stating the specific deficiencies that were found and what efforts or measures have or will be taken to correct those deficiencies. Inspections and monitoring are discussed in the PMP, a component of the O&M Plan for IRP Site 24. After recording of the Covenant, the Compliance Certificate, and any written explanation of deficiencies, shall be sent by certified mail with return receipt and signature required to the Covenantor, the Department, U.S. EPA, and the RWQCB pursuant to Section 7.03 of this Covenant by January 15 of each calendar year. In addition, the Owner or by another party on the Owner's behalf shall notify the Covenantor, the Department, U.S. EPA, and the

RWQCB within ten (10) business days of discovery of any activity on the Property inconsistent with the land use restrictions. The Owner or by another party on the Owner's behalf shall work with the Covenantor, the Department, U.S. EPA, and the RWQCB to correct the problem(s) discovered. The Owner is ultimately responsible for the requirements of this Section 4.03. The Owner shall cooperate with and assist as necessary any entity that is obligated to perform the requirements required by this Section 4.03.

## ARTICLE V

### ENFORCEMENT

5.01 Enforcement. Failure of the Owner or Occupant to comply with any of the Restrictions specifically applicable to the Property shall be grounds for the Department by means of this Covenant to require that the Owner modify or remove any improvements ("Improvements" herein shall include, among other things, all earthen fills, caps, piers, structures, buildings, roads, driveways, paved parking areas, and landscaping) constructed or placed upon any portion of the Property in violation of the Restrictions. Violation of this Covenant by the Owner or Occupant may result in the imposition of civil and/or criminal remedies including nuisance or abatement against the Owner or Occupant as provided by law.

## ARTICLE VI

### VARIANCE AND TERMS

6.01 Variance. The Owner, or with the Owner's consent, any Occupant, may apply to Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with Health and Safety Code section 25233. The Department will grant

the variance only after finding that such a variance would be protective of human health, safety, and the environment and in coordination with the FFA signatories.

6.02 Termination. The Owner, or with the Owner's consent, any Occupant, may apply to the Department for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with Health and Safety Code section 25234. No termination of the Restrictions or other terms of this Covenant shall extinguish or modify the retained interest held by the United States.

6.03 Term. This Covenant shall run with the land and continue in effect in perpetuity unless ended in accordance with the Termination Paragraph 6.02 above, or by law.

## ARTICLE VII

### MISCELLANEOUS

7.01 No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02 Recordation. The Covenantor shall record this Covenant, with Exhibits A-1, A-2, B, and C in the County of Orange within ten (10) days of the Covenantor's receipt of a fully executed original.

7.03 Notices. Whenever any person gives or serves any notice ("notice" as used here includes any demand or other communication with respect to this Covenant), each such notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, two (2) or three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

**To Covenantor:** United States Navy  
BRAC Program Management Office West  
1455 Frazee Road Suite 900  
San Diego, California 92108-4310  
Attention: Director

**To Department:** Department of Toxic Substances Control  
Southern California Region  
5796 Corporate Avenue  
Cypress, California 90630  
Attn: Performance Manager  
Brownfields and Environmental  
Restoration Program

**To U.S. EPA:** Ms. Mary T. Aycock  
Superfund Remedial Project Manager  
United States Environmental Protection Agency Region IX  
75 Hawthorne Street, Mail Code SFD-8  
San Francisco, California 94105-3901

**To RWQCB:** Kurt V. Berchtold  
Executive Officer  
Regional Water Quality Control Board  
3737 Main Street, Suite 500  
Riverside, California 92501-3339

Any party may change its address or the individual to whose attention a notice is to be sent by giving written notice in compliance with this Paragraph.

7.04 **Partial Invalidity.** If this Covenant or any of its terms are determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.05 **Exhibits.** All exhibits referenced in this Covenant are deemed incorporated into this Covenant by reference. Exhibits include:

Exhibits A-1 and A-2 – Areas Requiring Institutional Controls (ARICs) Legal

Descriptions

Exhibit B – Property Diagram (Includes ARICs and General Well Locations)

**Exhibit C – Portion of IRP Site 24 Land Use Controls Compliance Certificate**

**7.06 Section Headings.** The Section headings set forth in this Covenant are included for convenience and reference only and shall be disregarded in the construction and interpretation of any of the provisions of this Covenant.

**7.07 Representative Authority.** The undersigned representative of each party to this Covenant certifies that he or she is fully authorized to enter into the terms and conditions of this Covenant and to execute and legally bind that party to this Covenant.

**7.08 Statutory References.** All statutory references include successor provisions.



IN WITNESS WHEREOF, the Parties execute this Covenant.  
COVENANTOR:

UNITED STATES OF AMERICA,  
Acting by and through the Department of the Navy

By: Esther P. Ewell  
ESTHER P. EWELL  
Real Estate Contracting Officer

Date: April 7, 2011

State of California  
County of San Diego

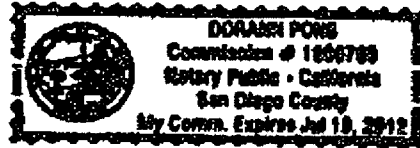
On April 7, 2011 before me Dorann Pons, Notary Public  
(insert name and title of the officer)

personally appeared Esther P. Ewell  
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 Dorann Pons (Seal)



CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL

By: *Quang Than*

QUANG THAN  
Remedial Project Manager  
Brownfields and Environmental Restoration Program

Date: April 7, 2011

State of California  
County of Orange

On April 7, 2011 before me Lisa Twarog, Notary Public  
(insert name and title of the officer)

personally appeared Quang Trong Than  
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 *Lisa Twarog* (Seal)

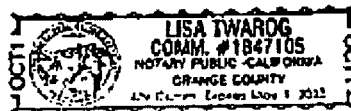


EXHIBIT A-1  
Legal Description

**ARIC-01:**

IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF LOTS 279,280,285, AND 286 OF BLOCK 140 AND LOTS 281 AND 284 OF BLOCK 155 OF IRVINE'S SUBDIVISION, AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY, LYING WITHIN THE U.S.M.C.A.S. EL TORO PROPERTY, AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGES 1 THROUGH 49, INCLUSIVE, OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

**POINT OF BEGINNING (POB) BEING THE SOUTHWESTERLY TERMINUS OF A CERTAIN COURSE ON THE NORTHWESTERLY BOUNDARY OF SAID PROPERTY DESCRIBED AS "NORTH 40°39'31" EAST 5230.34 FEET" AS SHOWN ON SHEET 4 OF SAID RECORD OF SURVEY THENCE ALONG THE SAID NORTHWESTERLY BOUNDARY OF SAID PROPERTY NORTH 40°39'31" EAST 3072.31 FEET; THENCE LEAVING SAID NORTHWESTERLY BOUNDARY SOUTH 49°20'29" EAST 799.19 FEET; THENCE NORTH 40°39'31" EAST 88.33 FEET; THENCE SOUTH 49°20'29" EAST 1185.57 FEET; THENCE NORTH 40°39'31" EAST 64.14 FEET; THENCE SOUTH 47°28'22" EAST 3946.31 FEET; THENCE SOUTH 68°59'53" EAST 342.11 FEET; THENCE SOUTH 00°57'09" WEST 105.32 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 120.00 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS SOUTH 89°02'51" EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE 89.47 FEET THROUGH A CENTRAL ANGLE OF 42°43'00" TO THE END OF A NON-TANGENT CURVE, A RADIAL LINE TO SAID END OF CURVE BEARS SOUTH 48°14'09" WEST; THENCE SOUTH 22°33'33" WEST 432.82 FEET; THENCE SOUTH 17°00'09" EAST 1113.16 FEET; THENCE SOUTH 38°25'50" WEST 1015.15 FEET; THENCE SOUTH 08°02'01" WEST 336.30 FEET; THENCE SOUTH 39°18'52" WEST 783.87 FEET; TO A POINT ON THE SOUTHWESTERLY BOUNDARY OF SAID PROPERTY; THENCE ALONG SAID SOUTHWESTERLY BOUNDARY; NORTH 49°20'21" WEST 889.53 FEET; THENCE LEAVING SAID SOUTHWESTERLY BOUNDARY NORTH 40°39'39" EAST 54.73 FEET; THENCE NORTH 49°14'50" WEST 730.01 FEET; THENCE NORTH 40°26'50" EAST 312.00 FEET; THENCE SOUTH 49°14'50" EAST 730.01 FEET; THENCE NORTH 40°58'55" EAST 265.12 FEET; NORTH 37°34'54" EAST 93.51 FEET; THENCE NORTH 40°22'21" EAST 214.08 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 359.21 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS SOUTH 54°09'48" EAST; THENCE NORTHEASTERLY ALONG SAID CURVE 74.78 FEET THROUGH A CENTRAL ANGLE OF 11°55'29" TO THE END OF A NON-TANGENT CURVE, A RADIAL LINE TO SAID END OF CURVE BEARS SOUTH 66°05'18" EAST; THENCE NORTH 20°55'51" EAST 394.10 FEET;**

THENCE SOUTH 68°41'25" EAST 264.78 FEET; THENCE NORTH 21°33'09" EAST 321.39 FEET; THENCE SOUTH 69°51'28" EAST 21.69 FEET; THENCE NORTH 20°32'12" EAST 23.01 FEET; THENCE NORTH 69°35'19" WEST 9.29 FEET; THENCE NORTH 20°48'15" EAST 465.35 FEET; THENCE NORTH 66°06'03" WEST 54.03 FEET; THENCE NORTH 10°02'34" WEST 123.47 FEET; THENCE NORTH 21°08'31" EAST 221.19 FEET; THENCE NORTH 68°21'47" WEST 597.14 FEET; THENCE NORTH 21°19'22" EAST 639.64 FEET; THENCE NORTH 68°44'17" WEST 1322.09 FEET; THENCE SOUTH 22°08'00" WEST 7.32 FEET; THENCE NORTH 68°43'11" WEST 197.58 FEET; THENCE NORTH 09°05'26" WEST 8.03 FEET; THENCE NORTH 68°52'44" WEST 515.59 FEET; THENCE NORTH 67°53'57" WEST 589.59 FEET; THENCE NORTH 89°20'18" WEST 633.38 FEET; THENCE SOUTH 40°33'31" WEST 503.13 FEET; THENCE SOUTH 40°33'32" WEST 1141.85 FEET TO SAID SOUTHWESTERLY BOUNDARY OF SAID PROPERTY; THENCE NORTH 49°20'21" WEST 2895.14 FEET; ALONG SAID SOUTHWESTERLY BOUNDARY OF SAID PROPERTY TO THE POINT OF BEGINNING (POB).

CONTAINING 308.58 ACRES, MORE OR LESS.

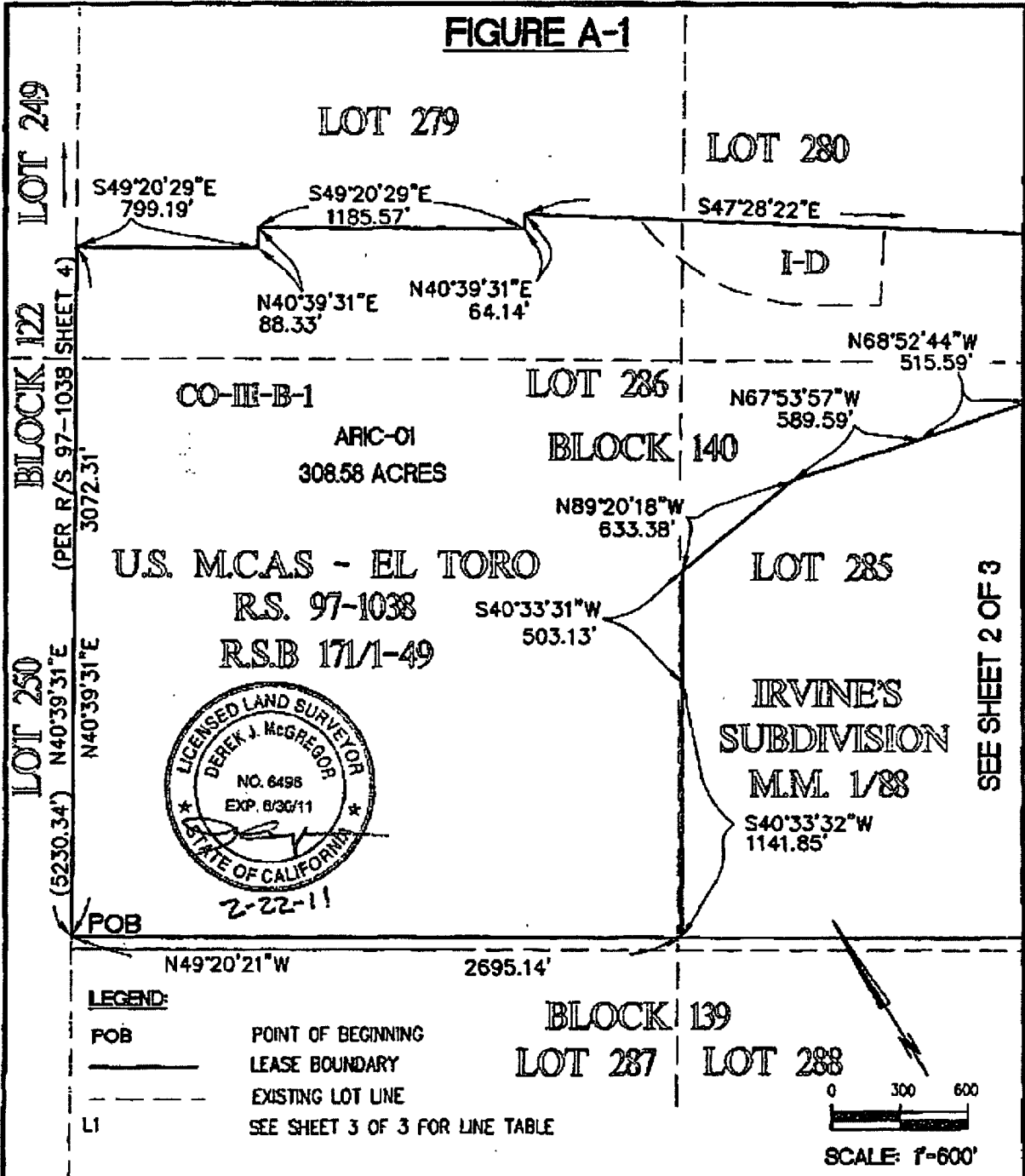
  
2-22-11  
DEREK J. MCGREGOR P.L.S #8496 EXP. 6/30/2011



REVIEWED & ACCEPTED  
RWS CADASTRAL  
DATE 3/4/2011

PAGE 2 OF 2

**FIGURE A-1**



**LEGAL DESCRIPTION:**  
 That portion of Lots 279, 280, 285 and 288 of Block 140 and Lots 281 and 284 of Block 155, in the City of Irvine, County of Orange, State of California, as shown on Irvine's Subdivision, filed in Book 1 page 88, M.M.

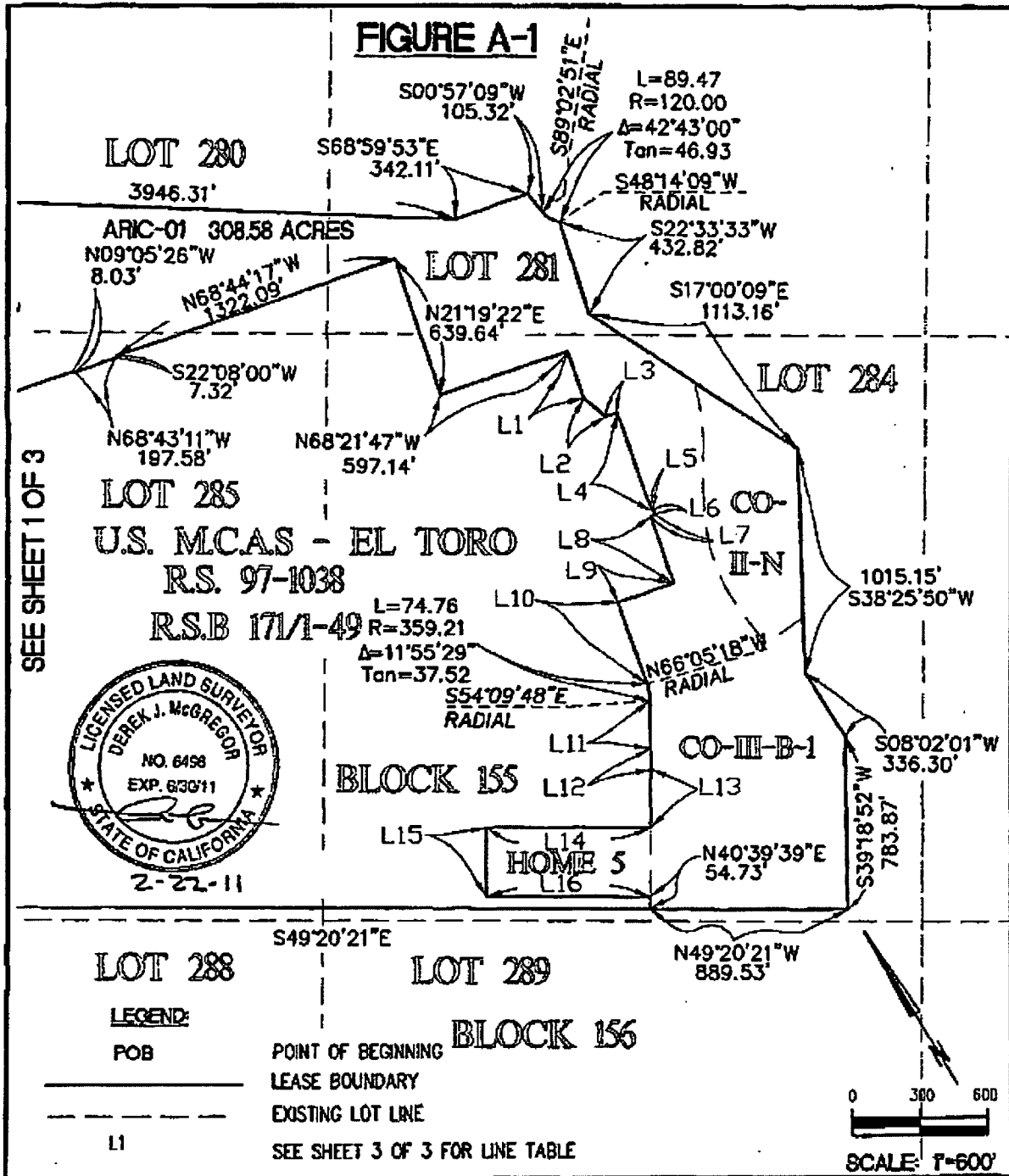
**PREPARED BY:**  

**DMC ENGINEERING**  
 Civil • Surveying • Planning • Construction  
 Tel: (949) 753-4193 • Fax: (949) 753-9332  
 11 Technology Drive, Suite 104, Irvine, California 92618  
 Email: dmc@dmceng.com • www.dmceng.com

SCALE: 1"=600'  
 DRAFTED BY: MR  
 CHECKED BY: DJM  
 DATE: 1-06-2011  
 SHEET 1 OF 3

<b>MCAS-EL TORO</b>	REV 1	
	REV 2	

# FIGURE A-1



SEE SHEET 1 OF 3



**LEGEND:**

- POB POINT OF BEGINNING
- LEASE BOUNDARY
- EXISTING LOT LINE
- L1 SEE SHEET 3 OF 3 FOR LINE TABLE



**LEGAL DESCRIPTION:**  
 That portion of Lots 279, 280, 285 and 286 of Block 140 and Lots 281 and 284 of Block 155, in the City of Irvine, County of Orange, State of California, as shown on Irvine's Subdivision, filed in Book 1 page 88, M.M.

**PREPARED BY:**



SCALE: 1"=600'
DRAFTED BY: MR
CHECKED BY: D.J.M
DATE: 1-09-2011
SHEET 2 OF 3

**MCAS-EL TORO**

REV 1	
REV 2	

# FIGURE A-1

## LINE TABLE:

LINE	LENGTH	BEARING
L1	221.19'	N21°08'31"E
L2	123.47'	N10°02'34"W
L3	54.03'	N66°06'03"W
L4	465.35'	N20°48'15"E
L5	9.29'	N69°35'19"W
L6	23.01'	N20°32'12"E
L7	21.69'	S69°51'28"E
L8	321.39'	N21°33'09"E
L9	264.78'	S68°41'25"E
L10	394.10'	N20°55'51"E
L11	214.08'	N40°22'21"E
L12	93.51'	N37°34'54"E
L13	265.12'	N40°58'55"E
L14	730.01'	S49°14'50"E
L15	312.00'	N40°26'50"E
L16	730.01'	N49°14'50"W



Z-ZZ-11

<b>REVIEWED &amp; ACCEPTED</b> <u>RWS</u> CADASTRAL DATE <u>3/4/2011</u>
--

**LEGAL DESCRIPTION:**

That portion of Lots 279, 280, 285 and 288 of Block 140 and Lots 281 and 284 of Block 155, in the City of Irvine, County of Orange, State of California, as shown on Irvin's Subdivision, filed in Book 1 page 88, M.M.

**MCAS-EL TORO**

REV 1	
REV 2	

**PREPARED BY:**



**DMC ENGINEERING**  
 Civil, Surveying & Planning & Construction  
 Tel: (949) 719-1991 • Fax: (949) 719-9122  
 11 Trabuco Drive, Suite 202, Irvine, California 92618  
 E-Mail: dmc@dmce.com • www.dmceng.com

SCALE: N/A

DRAFTED BY: MR

CHECKED BY: DJM

DATE: 1-06-2011

SHEET 3 OF 3


**EXHIBIT A-2**  
**LEGAL DESCRIPTION**

**ARIC -02:**

IN THE CITY IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF LOT 285 OF BLOCK 140 AND LOT 284 OF BLOCK 155 OF IRVINE'S SUBDIVISION, AS SHOWN ON THE MAP FILED IN BOOK 1, PAGE 88 OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY, LYING WITHIN THE U.S.M.C.A.S. EL TORO PROPERTY, AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGES 1 THROUGH 49, INCLUSIVE, OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

**POINT OF BEGINNING (POB) BEING THE SOUTHWESTERLY TERMINUS OF A CERTAIN COURSE ON THE NORTHWESTERLY BOUNDARY OF SAID PROPERTY DESCRIBED AS "NORTH 40°39'31" EAST 5230.34 FEET" AS SHOWN ON SHEET 4 OF SAID RECORD OF SURVEY: THENCE ALONG THE SOUTHWESTERLY BOUNDARY OF SAID PROPERTY SOUTH 49°20'21" EAST 3698.68 FEET TO THE TRUE POINT OF BEGINNING (TPOB); THENCE LEAVING SAID SOUTHWESTERLY BOUNDARY OF SAID PROPERTY NORTH 40°07'24" EAST 341.97 FEET; THENCE SOUTH 50°36'08" EAST 121.45 FEET; THENCE NORTH 38°54'13" EAST 204.10 FEET; THENCE SOUTH 49°20'57" EAST 1526.15 FEET; THENCE SOUTH 40°31'30" WEST 162.82 FEET; THENCE SOUTH 49°20'00" EAST 730.00 FEET; SOUTH 40°31'30" WEST 388.01 FEET TO SAID SOUTHWESTERLY BOUNDARY OF SAID PROPERTY; THENCE NORTH 49°20'21" WEST 2369.40 FEET; ALONG SAID SOUTHWESTERLY BOUNDARY OF SAID PROPERTY TO THE TRUE POINT OF BEGINNING (TPOB).**

CONTAINING 26.58 ACRES, MORE OR LESS.

  
DEREK J. MCGREGOR P.L.S #6498 EXP. 6/30/2011

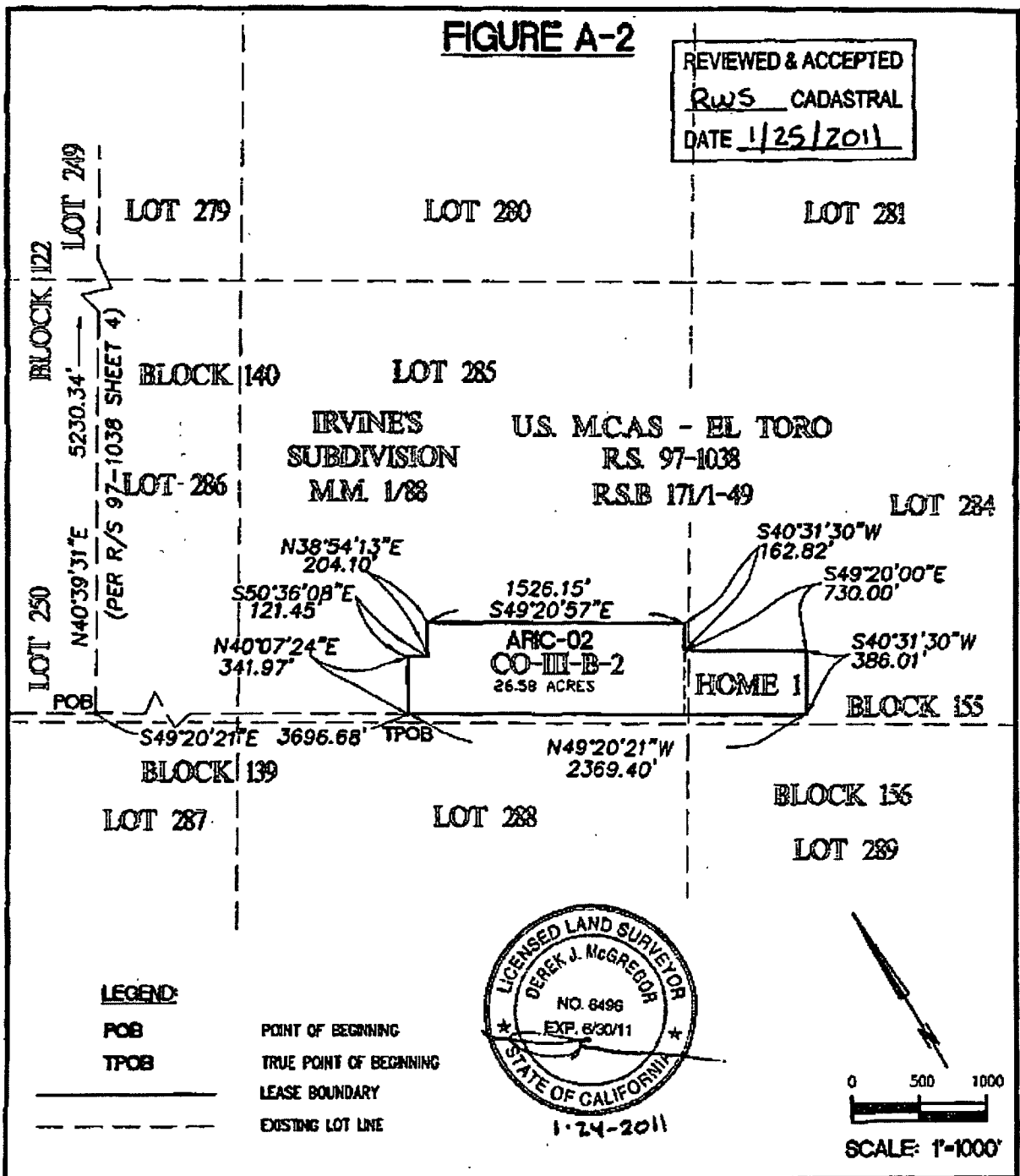


REVIEWED & ACCEPTED
RWS CADASTRAL
DATE 1/25/2011



# FIGURE A-2

REVIEWED & ACCEPTED  
 RWS CADASTRAL  
 DATE 1/25/2011



**LEGAL DESCRIPTION:**  
 That portion of Lot 285 of Block 140 and Lot 284 of Block 155 in the City of Irvine, County of Orange, State of California, as shown on Irvin's Subdivision, filed in Book 7 page 88, M.M.

PREPARED BY:



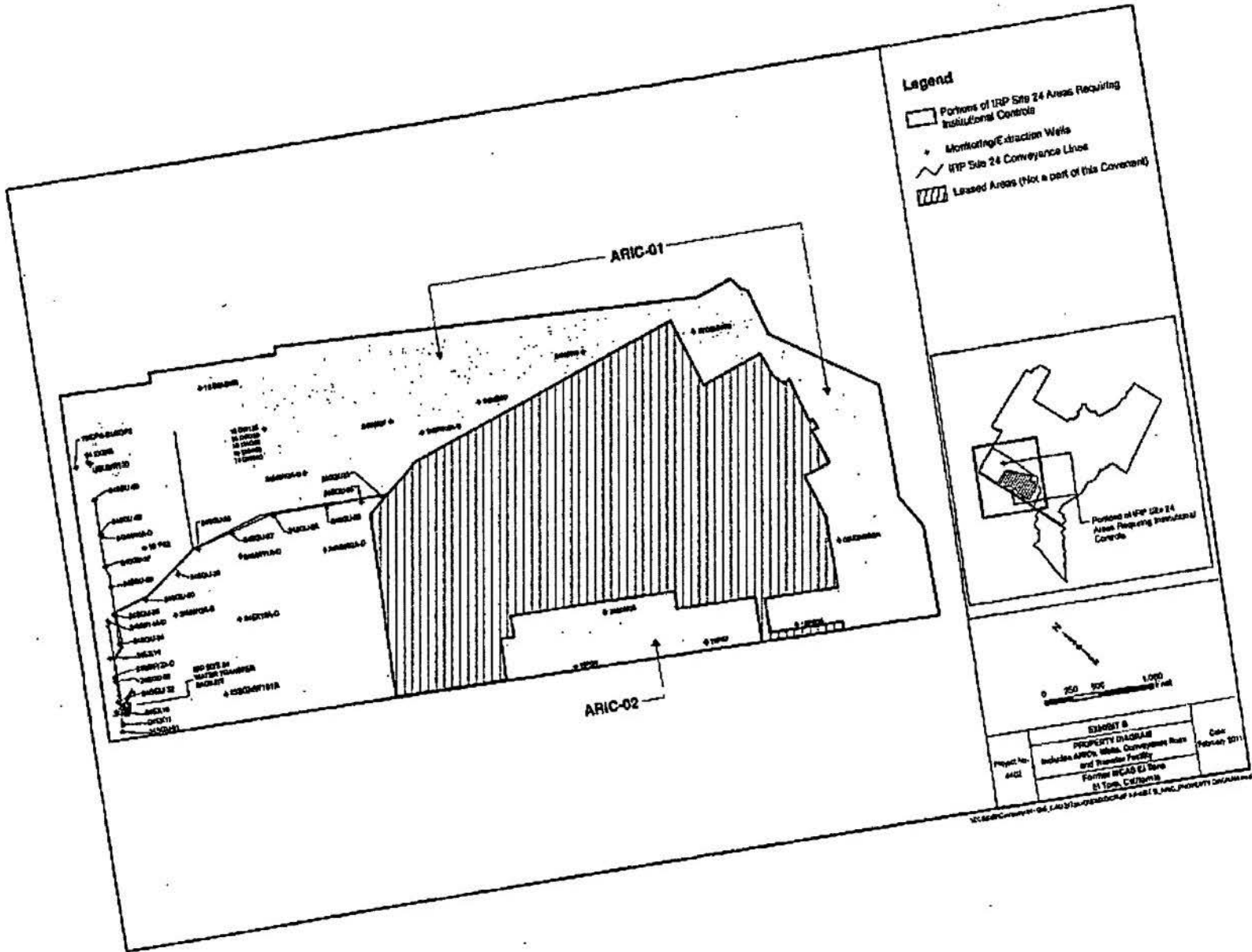
**DMC ENGINEERING**  
 CIVIL • SURVEYING • PLANNING • CONSTRUCTION  
 Tel: (949) 753-9780 • Fax: (949) 753-8322  
 31 Technology Drive, Suite 100, Irvine, California 92618  
 E-Mail: dmc@dmceng.com • www.dmceng.com

SCALE: 1"=1000'  
 DRAFTED BY: MR  
 CHECKED BY: DJM  
 DATE: 1-24-2011  
 SHEET 1 OF 1

MCAS-EL TORO

REV 1  
 REV 2

882/048170-0976  
 2826684.13 802/18/16



**Exhibit C**  
**Land Use Controls Compliance Certificate**  
**Portions of Installation Restoration Program (IRP) Site 24**  
**Former Marine Corps Air Station El Toro**  
**EPA I.D. Number: CA6170023208**

Property Owner: \_\_\_\_\_

This evaluation is the final Navy certification just prior to site conveyance (yes or no) \_\_\_\_\_

If for an annual inspection, this evaluation covers the period from through \_\_\_\_\_

**Checklist**

	<u>In Compliance</u>	<u>Non-Compliance</u>	<u>See Comment</u>
1) No installation of new groundwater wells of any type within the areas requiring institutional controls. <sup>b,c</sup>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Transferee(s) have obtained permits for new wells as required by Orange County Health Care Agency and Irvine Ranch Water District (assuming approval from the Department of the Navy and the California Department of Toxic Substances Control). <sup>b,c</sup>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) No altering, disturbing, or removing groundwater monitoring wells and associated equipment within the areas requiring institutional controls. <sup>b,c</sup>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) VOC-impacted groundwater within the areas requiring institutional controls has not been used without prior approval from the Department of the Navy and California Department of Toxic Substances Control. <sup>b,c</sup>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) Any violations of these land-use restrictions were reported, and an explanation provided of those actions taken or planned to be taken, were provided within 10 days of discovery.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

**Exhibit C (continued)**  
**Land Use Controls Compliance Certificate**  
**Portions of Installation Restoration Program (IRP) Site 24**  
**Former Marine Corps Air Station El Toro**  
**EPA I.D. Number: CA6170023208**

I, the undersigned, hereby certify that the above-described land use restrictions have been complied with for the period noted. Alternately, any known deficiencies and completed or planned actions to address such deficiencies are described in the attached Explanation of Deficiencies.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Notes:**

- <sup>a</sup> A Homeowners Association may submit this form on behalf of all Property Owners, whose property is subject to the "Covenant to Restrict Use of Property - Former Marine Corps Air Station El Toro, For a Portion of IRP Site 24" and the Quitclaim Deed.
- <sup>b</sup> A property owner may seek a variance or termination of restrictions on the property contained in the state "Covenant to Restrict Use of Property - Former Marine Corps Air Station El Toro - For a Portion of IRP Site 24."
- <sup>c</sup> A property owner may seek a variance or termination of restrictions on the property contained in the Quitclaim Deed pursuant to the variance and termination provisions in that document.

Mail completed form(s) to the Department of the Navy (DON), U.S. Environmental Protection Agency (EPA), Department of Toxic Substances Control (DTSC), and Regional Water Quality Control Board (RWQCB) by January 15<sup>th</sup> of each calendar year.

Department of the Navy  
Base Realignment and Closure  
Program Management Office West  
1455 Frazee Road, Suite 900  
San Diego, CA 92108-4310  
Attention: Director

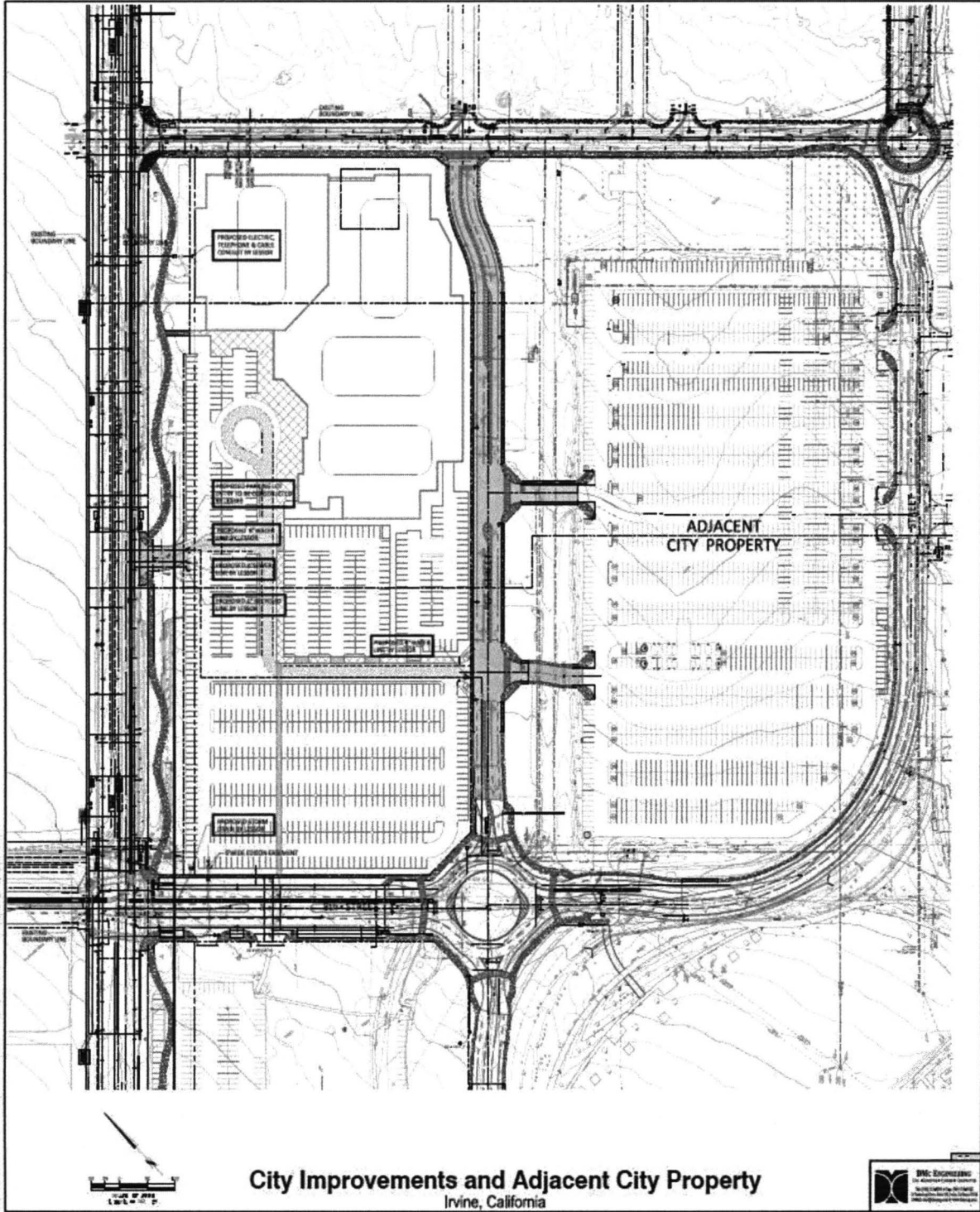
Department of Toxic Substances Control  
Southern California Region  
5796 Corporate Avenue  
Cypress, CA 90630  
Attn: Performance Manager  
Brownfields and Environmental Restoration  
Program

U.S. Environmental Protection Agency  
Superfund (SDF 8-2) Region IX  
75 Hawthorne Street  
San Francisco, CA 94105-3901

Santa Ana Regional Water Quality  
Control Board  
California Tower  
3737 Main Street, Suite 500  
Riverside, CA 92501-3348  
Attn: Executive Officer

**EXHIBIT "K"**

**DEPICTION OF CITY IMPROVEMENTS AND ADJACENT CITY PROPERTY**



**LESSOR CONSENT TO LEASEHOLD  
DEED OF TRUST AND AGREEMENT**

**Effective Date:** \_\_\_\_\_, 2017

**Lessor:** City of Irvine, a California municipal corporation

Lessor's Notice Address: City of Irvine  
City Hall  
One Civic Center Plaza  
Irvine, CA 92623-9575  
Attention: City Manager

Facsimile: \_\_\_\_\_

Email: PCarmichael@CityofIrvine.org

**Lessee:** Irvine Ice Foundation

Lessee's Notice Address: Irvine Ice Foundation  
3150 Barranca Parkway  
Irvine, CA 92606-5202  
Attention: William J. Foltz

Facsimile: \_\_\_\_\_

Email: bfoltz@hsventures.org

**Lender:** Farmers & Merchants Bank of Long Beach, its successors  
and/or assigns

Lender's Notice Address: 302 Pine Avenue  
Long Beach, California 90802  
Attention: Jeffery R. Spinelli

**Loan:** \$75,000,000 U.S. loan made by Lender to Lessee

**Lease:** Ground Lease dated as of March 15, 2016 between Lessor  
and Lessee

**Leased Property:**

The premises leased by Lessor to Lessee as described in the Lease.

## **LESSOR CONSENT TO LEASEHOLD DEED OF TRUST AND AGREEMENT**

This Lessor Consent to Leasehold Deed of Trust and Agreement (as it may be amended, restated, supplemented, extended or renewed from time to time pursuant to the terms hereof, called this “**Agreement**”) is made as of the Effective Date by and among Lessor, Lender and Lessee.

### **BACKGROUND**

A. Lessor is the fee owner of the real property described on **Exhibit “A”** (the “**Property**”). Lessor and Lessee have entered into a Lease with respect to the Property and improvements described in the Lease (called the “**Leased Property**”).

B. Lender has agreed to make the Loan to Lessee. The Loan will be secured by a Construction Leasehold Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing (as the same may be modified, amended, replaced or supplemented from time to time, the “**Deed of Trust**”) with respect to Lessee’s interest under the Lease, as well as the collateral described on **Exhibit “B”** (the “**Collateral**”).

C. Capitalized terms used herein shall have the meanings ascribed to such terms as set forth in the Lease unless otherwise defined herein.

D. Lender and Lessee have requested that Lessor enter into this Agreement to define and describe the rights and obligations of Lender, Lessee, and Lessor with respect to the Lease and the Leased Property.

### **AGREEMENT**

Lessor, Lessee, and Lender, as applicable, represents, warrants, covenants, and agree, by their respective execution of this Agreement, as follows:

1. **Lease.** Lessor represents, warrants and certifies to Lender that, as of the date of this Agreement: (a) the Lease, a memorandum of which is recorded concurrently herewith in the real property records in Orange County, California, is in full force and effect and is enforceable against Lessor in accordance with its terms; (b) upon Lessee’s satisfaction of all of the City Lease Conditions set forth in Section 4.2.1 of the Lease, the Commencement Date (e.g., the term for Lessee’s possession of the Leased Property) will commence, which term is comprised of an initial term of twenty-five (25) years, with up to five (5) renewal terms of five (5) years each; (c) for the period commencing upon the Commencement Date and continuing until the Construction Completion Date, rent under the Lease is the sum of One Dollar (\$1.00), and such rent has been paid, and for each Lease Year, rent under the Lease is the lesser of (i) twenty-five percent (25%) of the Project Cash Flow for such Lease Year, or (ii) the sum of Two Hundred Fifty Thousand Dollars (\$250,000); (d) no additional rent or charge (including taxes, maintenance, operating expenses or otherwise) that has been billed to Lessee by Lessor is overdue; (e) all conditions precedent to the effectiveness of the Lease have been fully satisfied and the Lease is in full force and effect; (f) no third party has any option or preferential right to purchase all or any part of the Leased Property; (g) Lessor has not received written notice that it is in violation of any



governmental law or regulation applicable to its interest in the Leased Property and has no reason to believe that there are grounds for any claim of any such violation; (h) no union of the interests of Lessor and Lessee will result in a merger of the Lease into any superior leasehold interest or the fee interest in the Leased Property; (i) as of the date hereof, the Lease has not been modified, amended, or changed in any material respect; (j) the Lease is the entire agreement conveying the leasehold interest in the Leased Property from Lessor to Lessee; and (k) to Lessor's actual knowledge, without duty of inquiry or investigation, there are no existing defaults by Lessee under the Lease nor has any event or omission occurred which, with the giving of notice or the lapse of time, or both, would constitute a default thereunder. Lessor acknowledges and agrees that no amendment, modification, or waiver of any provision of the Lease which impacts Lender will be effective and binding against Lender or the successors and assigns of Lender, unless the amendment, modification, or waiver has been approved in writing by Lender. Lessee and Lessor shall not enter into any agreement providing for the surrender, cancellation, or material amendment or modification of the Lease or this Agreement, and Lessor shall not accept a surrender of the Lease from Lessee, without the prior written consent of Lender, and no such surrender, cancellation, or material amendment or modification shall be binding on the Lender or Lessee without the prior written consent of the Lender. Lessor acknowledges that Lender is relying on this Agreement in connection with the Loan.

2. **Consent.** Lessor consents to the execution by Lessee of the Deed of Trust. The parties agree that the Deed of Trust and the other documents executed or delivered in connection with the Loan and any assignment thereof and any modification or amendment of any of the terms thereof, including, without limitation, any extension, renewal or refinancing of any indebtedness secured thereby or an additional advance secured by any leasehold mortgage or any additional leasehold mortgage now or hereafter given to secure the same (these documents, together with the Deed of Trust, being referred to as the "**Loan Documents**"), will only encumber the Collateral and Lessee's leasehold estate under the Lease and do not constitute a lien, encumbrance, assignment, or security interest on or with respect to Lessor's rights under the Lease or the fee interest in the Leased Property. Lessor acknowledges that the Deed of Trust may include a power of attorney in favor of Lender or other authorization for Lender to act in the place of Lessee. Lessor agrees to recognize and be bound by all actions undertaken by Lender in the place of Lessee and to accept the performance by Lender, to the extent provided in this Agreement. Lender shall not be deemed to have assumed Lessee's obligations under the Lease by virtue of Lender exercising its rights under any power of attorney unless and until Lender has completed a foreclosure of the Deed of Trust or accepted an assignment of the Lease in lieu of foreclosure as contemplated by Section 7 below. Lessor further acknowledges and agrees that (i) the Lender is an "**Approved Institution**" as defined in the Lease; (ii) the Deed of Trust constitutes a "**Leasehold Mortgage**" as defined in the Lease and (iii) the Lender is the "**Leasehold Mortgagee**" as defined in the Lease.

3. **Ownership of Improvements.** While the Lease is in effect, Lessee owns the buildings, structures, fixtures, and improvements located at the Leased Property (the "**Improvements**"); however, title to the Improvements shall vest in Lessor upon the expiration or earlier termination of the Lease (but Lessor's vesting is subject to the right of Lender to succeed to the Lessee's title to the Improvements as a result of Lender exercising its right to enter into a New Lease pursuant to Section 7 below).

4. **Subordination of Lessor's Lien as to Collateral.** Lessor subordinates any contractual, statutory, or common law landlord's lien or security interest that may now exist or that in the future may exist with respect to the Collateral, including any rights of levy or distraint for rent, to the Deed of Trust and the security interest of Lender in the Collateral. Further, Lessor agrees that, notwithstanding the terms of the Lease, the Deed of Trust and security interest of Lender in the Collateral shall be deemed senior to any such Lessor's lien and security interest that may now exist or that in the future may exist with respect to the Collateral.

5. **Lease Default; Cure by Lender.**

(a) Lessor will send Lender a copy of any notice of default that Lessor gives Lessee under the Lease (each, a "**Default Notice**") at the same time Lessor gives the Default Notice to Lessee.

(b) Lender may cure any Lessee default (a "**Lessee Default**") within the greater of (i) the thirty (30) days after the actual cure period provided to Lessee under the Lease, or (ii) ninety (90) days after Lender's receipt of a Default Notice of the Lessee Default. If the Lessee Default cannot be cured by the payment of money and Lender begins to cure the Lessee Default within forty-five (45) days after Lender's receipt of a Default Notice and diligently continues to cure the Lessee Default, the time period to cure will be extended for as long as is reasonably necessary to cure the Lessee Default. If the Lessee Default is not cured within the greater of the applicable cure period established in the Lease and the applicable cure period described above for Lender to cure the default, and Lessor elects to terminate the Lease or Lessee's right to possession of the Leased Property, Lessor shall send Lender a written notice of termination (the "**Termination Notice**") prior to terminating the Lease or right of possession.

(c) Any default by Lessee that is not susceptible of being cured by the Lender shall be deemed to have been waived (and all rights of Lessee under the Lease and this Agreement reinstated) by Lessor upon Lender's (or its designee's) completion of foreclosure proceedings or upon Lender's (or its designee's) acquisition of Lessee's interest in the Lease and this Agreement, it being understood and agreed that the Lender, or its designee, or any purchaser in foreclosure proceedings (including, without limitation, an entity formed by the Lender) may become the legal owner and holder of Lessee's interest under the Lease and this Agreement through such foreclosure proceedings or by assignment of Lessee's interest under the Lease and this Agreement in lieu of foreclosure. Lender expressly agrees that a monetary default, such as Lessee's failure to pay rent, under the Lease, is susceptible to being cured by the Lender.

(d) Lessor's recourse against Lender shall be expressly limited to the Lender's interest in the Lease.

(e) Lessor's rights to terminate the Lease for Lender's failure to continuously operate the Ice Rink at the Leased Property or pay rent shall be subject to the terms of Section 7(b) below.

(f) The foregoing provisions are in addition to any rights of a “**Leasehold Mortgage**” (as defined in the Lease) under Section 18 of the Lease.

#### **6. Lender’s Right with Respect to the Collateral.**

(a) Subject to the terms and requirements in Section 8 below, Lender may remove the tangible Collateral from the Leased Property at all reasonable times after the occurrence and during the continuation of an Event of Default (as defined in the Loan Agreement) so long as Lender has given Lessor at least sixty (60) days prior written notice. Notice shall not be required, however, if Lessor has given a Termination Notice. Lender, at its option, will either repair any damage caused by the removal or reimburse Lessor for the reasonable cost of repairing the damage.

(b) If Lessor terminates the Lease or Lessee’s right to possession of the Leased Property, Lender may enter the Leased Property to remove the tangible Collateral for a period of ninety (90) days (the “**Removal Period**”) following receipt by Lender of the required Termination Notice. If Lender does not remove the tangible Collateral within the Removal Period, the tangible Collateral will be deemed abandoned by Lender, and Lessor may dispose of the tangible Collateral, at no cost to Lender and without liability to Lender, subject to the rights, if any, of Lessee under the Lease. A failure by Lessor to give Lender a Termination Notice will not affect the validity of any Lease termination but instead will only delay the commencement of the Removal Period until Lessor gives the Termination Notice to Lender.

(c) Except to the extent that, pursuant to the Lease, Lessee would have had the right to remove the items upon expiration of the term of the Lease, Lender, in exercising Lender’s rights pursuant to this Section 6, will not repossess or remove any item of property constituting fixtures or otherwise incorporated into the improvements at the Leased Property.

(d) Lender may enter upon the Leased Property at any reasonable time in order to inspect the Collateral.

(e) The foregoing provisions are in addition to any rights of a “**Leasehold Mortgage**” (as defined in the Lease) under Section 18 of the Lease.

Notwithstanding anything herein to the contrary, Lender’s rights pursuant to this Section 6 to remove Collateral from the Leased Property are limited to Collateral valuing not more than the amount then outstanding under the Loan.

#### **7. Lender’s Right to Assign Lease or Enter New Lease; Alternate Community Sports Use of Premises.**

(a) Subject to the terms and requirements in Section 8 below, if Lender exercises its rights pursuant to the Deed of Trust and forecloses on Lessee’s interest in the Lease or obtains a deed or assignment of Lessee’s leasehold interest in lieu of foreclosure (the date upon which Lender acquires title pursuant to any of the foregoing, the “**Lender Acquisition Date**”):

(i) Lender will acquire and obtain the interest of Lessee under the Lease pursuant to the foreclosure or transfer in lieu of foreclosure.

(ii) If Lender acquires the interest of Lessee under the Lease, Lender may further and freely assign its interest as tenant under the Lease to any third party approved by Lessor, which approval will not be unreasonably withheld, conditioned, or delayed. So long as the assignee assumes in writing Lessee's obligations under the Lease from and after the date of assignment, then, upon an assignment of the Lease by Lender as provided in this Agreement, and provided Lender has cured or caused to be cured any Lessee Defaults capable of being cured by payment of money and any other Lessee Defaults reasonably susceptible of being cured, Lender shall be released from all liability for performance or observance of the covenants and conditions in the Lease and this Agreement from and after the date of such assignment.

(iii) At either Lender's or Lessor's written election following Lessor's termination of the Lease as to the interest of Lessee or if the Lease has been terminated or rejected in any bankruptcy or insolvency proceeding, then, in lieu of an assignment of the Lease, Lessor will enter into a new lease of the Leased Property with Lender or a third party described in Section 7(a)(ii) (a "**New Lease**"). The New Lease shall have the same terms as the Lease and for the remaining term of the Lease, subject to the terms of this Agreement. The Lessor, however, shall not be obligated to enter into any such New Lease unless all Lessee Defaults that can be cured by the payment of money and all other Lessee Defaults that are reasonably susceptible of being cured have been cured. Any request for a New Lease must be made by Lender within 60 days after the earlier of: (A) the Lender Acquisition Date; and (B) written notification by Lessor to Lender that the Lease has been terminated or rejected in Lessee's bankruptcy or insolvency proceedings.

(b) Subject to the terms of this subparagraph (b), if Lender or its designee becomes the tenant under the Lease and determines that use or continued use (as applicable) of the Leased Property as a community ice rink facility is "Commercially Infeasible" (as defined below), the following shall apply:

(i) Within forty-five (45) days of the Lender Acquisition Date, Lender or its assignee shall submit to Lessor a financial feasibility analysis of the ice rink facility and its operations that has been prepared, at Lender's cost, by Keyser Marston, or if Keyser Marston is no longer in business or has changed its operations or management, by another financial consulting firm reasonably acceptable to both Lessor and Lender, evidencing that continued use of the Leased Property as a community ice rink facility is Commercially Infeasible (the "**Commercially Infeasible Analysis**"). As used in this Agreement, use or continued use (as applicable) of the Leased Property as a community ice rink facility shall be deemed to be "**Commercially Infeasible**" if such use or continued use (as applicable) cannot for the foreseeable future generate sufficient revenue necessary to maintain operations and timely pay the amounts due under the Loan Documents (or otherwise support the debt service under the Loan).

(ii) Commencing upon the Lender Acquisition Date (but subject to Lender timely providing to Lessor the Commercially Infeasible Analysis pursuant to paragraph (i) above), and continuing until such time as Lessor has approved a “Lender Alternative Use Proposal” (as that term is defined in paragraph (iv) below) (the “**Use/Continuous Operation/Rent Suspension Period**”), any provisions of the Lease relating to the payment of rent, the operation of the Leased Property as a community ice rink facility or requiring continuous operation of the Leased Property shall be temporarily suspended or shall not apply. Notwithstanding the foregoing, however, the Use/Continuous Operation/Rent Suspension Period shall automatically terminate on the earlier of (x) sixty (60) days following the date Lender receives written notice from Lessor that Lender has failed to comply with the provisions of this Section 7(b), if Lender has failed to cure such nonperformance during said sixty (60) day period; or (y) the date that is eighteen (18) months from the Lender Acquisition Date. The Use/Continuous Operation/Rent Suspension Period may be extended beyond the initial eighteen (18) month period described in clause (y) of the foregoing sentence pursuant to the following requirements:

(A) Prior to expiration of the Use/Continuous Operation/Rent Suspension Period, Lender may submit to Lessor a written request for a six (6) month extension (each six (6) month such extension, an “**Extension**”). Lender may request a total of up to three (3) Extensions.

(B) City shall only consider a request for an Extension if Lender, in good faith, has fully complied with all of the provisions in this Section 7(b), including, without limitation, all of the reporting and meeting requirements set forth in paragraph (iii) below, but due to no fault of Lender, City and Lender have not agreed upon an alternative Community Sports Use.

(C) Subject to the terms of paragraph (B) above, City shall approve the first request for an Extension. City may, in City’s sole and absolute discretion, approve or deny any subsequent request for an Extension.

(iii) Within thirty (30) days after the Lender Acquisition Date, Lessor and Lender shall meet and confer, in good faith, and commence discussions for a possible alternative for-profit or nonprofit community sports or similar use of the Leased Property (any such use, a “**Community Sports Use**”). Throughout the remainder of the Use/Continuous Operation/Rent Suspension Period, Lender (or its assignee) shall, (i) use diligent efforts to determine an alternative Community Sports Use and identity a tenant that desires and is capable of operating the Leased Property as such new Community Sports Use (any such tenant, a “**Potential Tenant**”), and (ii) provide Lessor with written reports, not less frequently than monthly (unless a less frequent period is approved, in writing, by the City Manager of Lessor) (the “**Monthly Update Report**”), detailing Lender’s good faith efforts towards, and the status of, development and marketing plans for an alternative Community Sports Use and identifying any person or entity that could be a Potential Tenant, and shall meet with Lessor not less frequently than quarterly (unless a less frequent period is approved, in writing, by the City Manager of

Lessor) to discuss the Monthly Update Reports submitted in the prior three (3) months. During the Use/Continuous Operation/Rent Suspension Period, City shall not negotiate with any potential tenant for the lease or use of the Leased Property, except in consultation and coordination with Lender.

(iv) Lessor shall reasonably approve, disapprove or conditionally approve any proposed alternative Community Sports Use and Potential Tenant (each such proposal, a “**Lender Alternative Use Proposal**”) within sixty (60) days after Lessor’s receipt thereof. Notwithstanding anything herein to the contrary, use as a boxing, martial arts, mixed martial arts, or wrestling facility, or any use similar to boxing, martial arts, mixed martial arts, and/or wrestling, shall not constitute a Community Sports Use.

(v) Commencing on the first day of the first calendar month following Lessor’s approval of a Lender Alternative Use Proposal (any such approved alternative use contained in the Lender Alternative Use Proposal hereafter referred to as an “**Approved Use**”), Lender shall begin paying Lessor rent in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) per year.

(vi) Promptly following Lessor’s approval of a Lender Alternative Use Proposal, Lessor, in consultation with Lender, shall diligently and in good faith attempt to negotiate a lease agreement or an amendment of the New Lease with the Potential Tenant on terms generally similar to those set forth in the Lease and which sets forth, in addition to other provisions, (a) a detailed schedule of performance for the construction of improvements to the Leased Property necessary to enable the Approved Use, and the opening date for the Approved Use, and (b) the operating and management requirements for the Approved Use (the “**Approved Use New Lease**”). Notwithstanding anything to the contrary, the Approved Use New Lease shall require that the Leased Property be open to the public with the Approved Use within eighteen (18) months after Lessor’s approval of the Lender Alternative Use Proposal (the “**Opening/Operations Deadline**”). Until such time as the Approved Use New Lease is in effect, but subject to the Opening/Operations Deadline, any provisions of the Lease relating to the operation of the Leased Property as a community ice rink facility or requiring continuous operation of the Leased Property shall be temporarily suspended or shall not apply. At such time as the Approved Use New Lease is in effect, the terms of the Approved Use New Lease shall apply with respect to operation and use of the Leased Property and payment of rent.

(c) Concurrently with the execution and delivery of any New Lease or Approved Use New Lease pursuant to the terms of this Section 7, Lessor shall assign to the tenant named therein all of its right, title and interest in and to moneys (including insurance proceeds and condemnation awards), if any, then held by or payable to Lessor which Lessee would have been entitled to receive but for the termination of the Lease. Upon the execution of any New Lease or Approved Use New Lease (as applicable), the tenant named therein shall be entitled to any rent received under any sublease in effect during the period from the date of termination of the Lease to the date of execution of such

New Lease or Approved Use New Lease (as applicable). Effective upon the commencement of the term of any New Lease or Approved Use New Lease (as applicable), all subleases shall be assigned and transferred to the tenant under the New Lease or Approved Use New Lease (as applicable).

(d) The foregoing provisions are in addition to any rights of a “**Mortgagee**” (as defined in the Lease) under Section 18 of the Lease.

#### 8. **Loan Default; Cure by Lessor.**

(a) Lender will send Lessor a copy of any notice of default that Lender gives Lessee under the Loan Documents (each, a “**Lender Default Notice**”) at the same time Lender gives the Lender Default Notice to Lessee; provided, the failure by Lessor to send any such notice to Lessor shall not extend or otherwise modify any cure rights of the Lessee under the Loan Documents.

(b) Lessor may cure any such Lessee default (a “**Lessee Loan Default**”) within the greater of (i) the thirty (30) days after the actual cure period provided to Lessee under the Loan Documents, or (ii) ninety (90) days after Lessor’s receipt of a Lender Default Notice of the Lessee Loan Default. If the Lessee Loan Default cannot be cured by the payment of money and Lessor begins to cure the Lessee Loan Default within thirty (30) days after Lessor’s receipt of a Lender Default Notice and diligently continues to cure the Lessee Loan Default, the time period to cure will be extended for as long as is reasonably necessary to cure the Lessee Loan Default. If the Lessee Loan Default is not cured within the greater of the applicable cure period established in the Loan Documents and the applicable cure period described above for Lessor to cure the default, and Lender elects to exercise any of its rights under the Loan Documents, including, without limitation, acceleration of the Loan, Lender shall send Lessor a written notice, specifying the rights elected by Lender (a “**Lender Exercise Notice**”) prior to Lender taking any such action.

9. **Lessee’s Joinder and Consent to Lessor’s Actions.** Lessee consents to the execution and delivery of this Agreement and Lessee agrees to the terms and conditions of this Agreement notwithstanding any provision of the Lease or the Loan Documents to the contrary. Lessee agrees that, from and after any Lessee Default and without creating any liability of Lessor in favor of Lessee, Lessor may take any and all actions deemed advisable by Lessor in order to exercise its rights under this Agreement, including communicating and or entering into agreements directly with Lender (with or without Lessee’s knowledge and participation) regarding the Leased Property, the Lease, the Loan Documents and the subject matter of this Agreement. Lessee releases Lessor and agrees to defend, indemnify, and hold harmless Lessor and the Orange County Great Park Corporation and their respective elected and appointed boards, members, officials, officers, agents, contractors, representatives, employees and volunteers, for, from, and against any loss, claim, damage, or expense relating to the Loan, Loan Agreement, Deed of Trust or this Agreement, including Lessor’s exercise of its rights under this Agreement. The foregoing indemnity shall be in addition to and not in limitation of any indemnities or similar agreements contained in the Lease and the foregoing indemnity shall survive the expiration or termination of this Agreement and/or the Lease.

10. **Insurance Proceeds and Condemnation Awards.** Notwithstanding any provision of the Lease to the contrary, upon any casualty or condemnation, the portion of the insurance proceeds or condemnation awards allocable to the leasehold estate shall be paid first to Lender or its assignee to satisfy the outstanding principal balance of the Loan and all accrued and unpaid interest thereon and then shall be allocated between Lessor and Lessee in accordance with the terms of the Lease. Notwithstanding the foregoing, Lender agrees that so long as no event of default has occurred and is continuing pursuant to the Loan Documents, insurance proceeds and condemnation awards will be applied to repair and restore the Leased Property as more particularly provided in the Lease. Upon the Lender's request, the name of such Lender may be added to the "**Loss Payable Endorsement**" of any and all insurance policies required to be carried by the Lessee under the Lease.

11. **Lessor Confirmation.** Within 10 days after a request by Lender, Lessor shall provide Lender with a signed statement indicating whether the Lease, and any amendments, is in full force and effect, and whether or not any defaults exist under the Lease.

12. **Notices.**

(a) **Addresses.** All notices, demands, requests, directions, or other communications (collectively, "**Notices**") required or expressly authorized to be made pursuant to this Agreement will be written and addressed: (i) if to Lessor to the address established for Lessor on the first page of this Agreement or any other address as shall be notified in writing to Lender after the Effective Date; (ii) if to Lender, at the address established for Lender on the first page of the Agreement or any other address as shall be notified in writing to Lender after the Effective Date; and (iii) if to Lessee at the address established for Lessee on the first page of the Agreement or any other address as shall be notified in writing to Lessor and Lender after the Effective Date. Notices may be given by hand delivery; by overnight delivery service, freight prepaid; or by US mail, postage paid.

(b) **Effectiveness.** Notices given as described above shall be effective and be deemed to have been received: (i) upon personal delivery to a responsible individual at the address of the recipient, if the Notice is given by hand delivery; (ii) one business day after delivery to an overnight delivery service, if notice is given by overnight delivery service; and (iii) two business days following deposit in US mail, if notice is given by US mail.

13. **General Provisions.**

(a) **No Effect on Documents.** Except as specifically described in this Agreement, nothing contained in this Agreement shall have any effect whatsoever on: (i) the Lease or any document related to the Lease or executed in connection with the Lease; (ii) the obligations of Lessee under the Lease or any other document executed by and between Lessee and Lessor, whether or not related to the Leased Property; (iii) the rights of Lessor under the Lease or any document related to the Lease or executed in connection with the Lease or any other document executed by and between Lessee and Lessor, whether or not related to the Leased Property; or (iv) guaranties of the Lease, if any, and Lessor specifically retains any and all rights it may have against any guarantors of any of Lessee's obligations under the Lease.



(b) ***Successors and Assigns.*** This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, representatives, successors, and assigns.

(c) ***Controlling Law.*** This Agreement is made and entered into under, and shall be construed according to, the laws of the State and the jurisdiction where the Leased Property are located.

(d) ***Inconsistent Provisions.*** If any of the provisions, terms, and conditions of this Agreement are inconsistent or conflict with any of the terms and provisions of the Lease, the Loan Documents, any amendments to the foregoing, or any other documents executed in connection with the Lease or the Loan Documents, the provisions, terms, and conditions of this Agreement shall control. That notwithstanding, the fact that any of this Agreement, the Lease, the Loan Documents, any amendments to the foregoing, or any other documents executed in connection with the Lease or the Loan Documents provide for greater, lesser or different obligations or requirements shall not be deemed a conflict unless the applicable provisions are inconsistent and could not be simultaneously enforced or performed.

(e) ***Lessor and Lessor's Liability under this Agreement; Fee Deed of Trust.*** The term "**Lessor**" as used in this Agreement means the fee title owner from time to time of the Leased Property. If any mortgage, deed of trust, deed to secure debt, or similar instrument encumbers Lessor's interest in the Leased Property (a "**Fee Mortgage**") and is senior in priority to the Lease, Lessor agrees to: (i) obtain a non-disturbance agreement in form reasonably satisfactory to Lender pursuant to which the holder of the Fee Mortgage agrees not to disturb the possession of Lender and its successors and assigns so long as Lender and its successors and assigns comply with this Agreement; and/or (ii) obtain the consent of the holder of the Fee Mortgage to this agreement in form reasonably satisfactory to Lender.

(f) ***WAIVER OF JURY TRIAL.*** LESSOR, LESSEE AND LENDER, TO THE FULLEST EXTENT PERMITTED BY LAW, WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF, IN CONNECTION WITH OR RELATING TO, THIS AGREEMENT AND ANY OTHER TRANSACTION CONTEMPLATED BY THE LEASE. THIS WAIVER APPLIES TO ANY ACTION, SUIT OR PROCEEDING WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE.

(g) ***Execution and Counterparts.*** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission shall be as effective as delivery of a manually executed counterpart.

(h) **No Merger.** If fee title to the Leased Property and the leasehold estate of Lessee pursuant to the Lease are held by the same person, the interest shall not merge but shall remain separate and distinct. No union of the interests of Lessor and Lessee shall result in a merger of the Lease into any superior leasehold interest or the fee interest in the Leased Property.

(i) **Entire Agreement.** This Agreement embodies the entire agreement of the parties and supersedes all prior agreements and understandings, oral or written, relating to its subject matter. Lessor and Lessee acknowledge and affirm that Lessor or Lessee, as the case may be, did not rely on any statement, oral or written, not contained in this Agreement in making its decisions to enter into this Agreement

(j) **Run with Land.** This Agreement, the covenants, terms and conditions hereof and the rights and obligations created hereby shall run with the land and be binding upon and inure to the benefit of Lessor, Lessee, Lender and their respective successors and assigns.

(k) **Termination.** This Agreement, the covenants, terms and conditions hereof and the rights and the obligations created hereby shall terminate upon the satisfaction in full of all indebtedness and other obligations related to the Loan secured by the Deed of Trust.

*[The remainder of this page is intentionally left blank.]*

*[Signatures follow on next pages.]*

**COUNTERPART SIGNATURE PAGE**

This Lessor Consent to Leasehold Deed of Trust and Agreement is executed and delivered as of the Effective Date described above.

**LESSOR:**

CITY OF IRVINE

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

Name \_\_\_\_\_

Title \_\_\_\_\_

[Lessor Consent to Lessor Deed of Trust and Agreement]

**COUNTERPART SIGNATURE PAGE**

This Lessor Consent to Leasehold Deed of Trust and Agreement is executed and delivered as of the Effective Date described above.

**LESSEE:**

IRVINE ICE FOUNDATION

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

Name \_\_\_\_\_

Title \_\_\_\_\_

[Lessor Consent to Leasehold Deed of Trust and Agreement]

**COUNTERPART SIGNATURE PAGE**

This Lessor Consent to Leasehold Deed of Trust and Agreement is executed and delivered as of the Effective Date described above.

**LENDER:**

FARMERS AND MERCHANTS BANK OF  
LONG BEACH

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

[Lessor Consent to Leasehold Deed of Trust and Agreement]

# EXHIBIT A

## DUCKS TRAINING SITE:

THAT CERTAIN PARCEL OF LAND IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF LOT 279 AS SHOWN ON RECORD OF SURVEY 97-1038, FILED IN BOOK 171, PAGES 1 THROUGH 49, INCLUSIVE, OF RECORDS OF SURVEY, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY LINE OF SAID RECORD OF SURVEY BEING NORTHERLY AND DISTANT 2585.13' FEET FROM THE SOUTHWESTERLY TERMINUS OF SAID LINE HAVING A BEARING OF NORTH 40°39'34" EAST, SAID POINT BEING THE **POINT OF BEGINNING (POB)**; THENCE DEPARTING FROM SAID WESTERLY LINE SOUTH 49°20'26" EAST 174.00' FEET TO THE **TRUE POINT OF BEGINNING (TPOB)**; THENCE SOUTH 49°20'26" EAST 441.06' FEET; THENCE NORTH 85°39'31" EAST 103.20' FEET; THENCE NORTH 40°39'31" EAST 912.86' FEET, TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 170.00' FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS NORTH 49° 20' 29" WEST; THENCE NORTHERLY ALONG SAID CURVE 72.71' FEET THROUGH A CENTRAL ANGLE OF 24° 30' 21"; THENCE NORTH 16°09'10" EAST 26.62" FEET; TO THE BEGINNING OF CURVE CONCAVE EASTERLY HAVING A RADIUS OF 205.00' FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS NORTH 73° 50' 50 " WEST; THENCE NORTHERLY ALONG SAID CURVE 88.02' FEET THROUGH A CENTRAL ANGLE OF 24° 36' 01"; THENCE NORTH 40° 45' 11" EAST 34.62' ; THENCE NORTH 12° 22' 37" WEST 25.00' FEET; THENCE NORTH 49°14'49" WEST 439.31'; THENCE SOUTH 40° 39' 30" WEST 332.63' FEET; THENCE NORTH 49° 20' 49" WEST 10.00' ; THENCE SOUTH 40° 39' 30" WEST 883.67' FEET TO THE **TRUE POINT OF BEGINNING**.

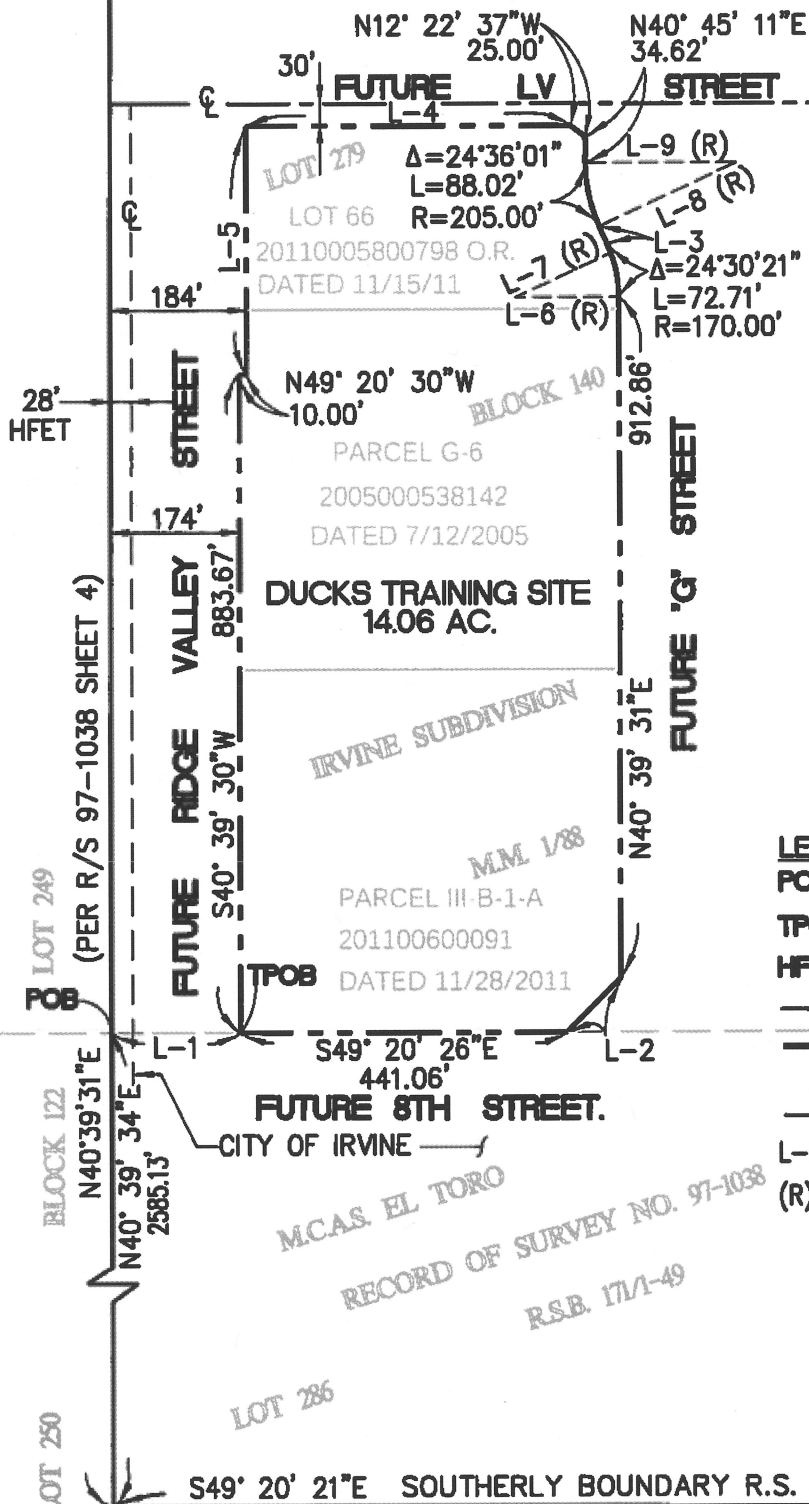
CONTAINING 14.06 ACRES, MORE OR LESS.

MORE PARTICULARLY SHOWN ON EXHIBIT B ATTACHED HERETO AND BY THIS REFERENCE MADE A PART THEREOF

SUBJECT TO ANY COVENANTS, CONDITIONS, RESTRICTIONS OR EASEMENTS OF RECORD, IF ANY

---

DEREK J. MCGREGOR P.L.S #6496 EXP. 6/30/2017



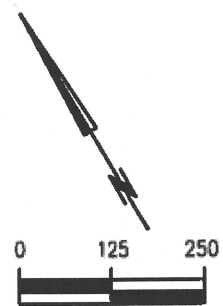
HFET  
CITY OF IRVINE

LINE TABLE

ID	COURSE	DISTANCE
L-1	S49° 20' 26"E	174.00'
L-2	N85° 39' 31"E	103.20'
L-3	N16° 09' 10"E	26.62
L-4	N49° 14' 49"W	439.31'
L-5	S40° 39' 30"W	332.63'
L-6	S49° 20' 29"E	170.00'
L-7	S73° 50' 50"E	170.00'
L-8	S73° 50' 50"E	205.00'
L-9	N49° 14' 49"W	205.00'


LEGEND:

- POB POINT OF BEGINNING
- TPOB TRUE POINT OF BEGINNING
- HFET HERITAGE FIELDS EL TORO
- ⊕--- CENTER LINE
- DUCKS TRAINING PARCEL BOUNDARY LINE.
- PARK BOUNDARY LINE IDENTIFICATION (ID)
- L-8 (R) RADIAL



SCALE: 1"=250'

**LEGAL DESCRIPTION:**  
 That portion of Lot 279 of Block 140 in the City of Irvine, County of Orange, State of California, as shown on Irvin's Subdivision, filed in Book 1 page 88, M.M.

**PREPARED BY:**  

**DMC ENGINEERING**  
 CIVIL • SURVEYING • PLANNING • CONSTRUCTION  
 Tel: (949) 753-9393 • Fax: (949) 753-9322  
 18 Technology Drive, Suite 100, Irvine, California 92618  
 E-Mail: dmc@dmcceng.com • www.dmceng.com

**SCALE: 1"=250'**  
**DRAFTED BY: MR**  
**CHKD BY: DJM**  
**DATE: 12-18-15**  
**SHEET 1 OF 1**

**ORANGE COUNTY GREAT PARK**

REV 1	
REV 2	

# **EXHIBIT B**

## **IRVINE ICE FOUNDATION COLLATERAL DESCRIPTION**

A 270,000 square foot ice and sports complex with classrooms, offices and meeting rooms and (b) an approximately 30,231 square foot, one-story building with four ice rinks, training facilities, team rooms, classrooms, administrative space, a parking lot, and other ancillary facilities (the "Collateral")



2.6

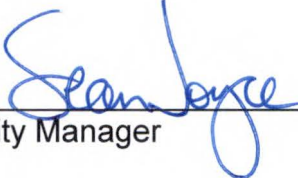


## REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:** APRIL 25, 2017

**TITLE:** SCOREBOARDS AND SPONSORSHIP AT THE GREAT PARK SPORTS COMPLEX

  
\_\_\_\_\_  
Director, Orange County Great Park

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

### RECOMMENDED ACTION

1. Authorize the City Manager to execute Second Amendment to August 4, 2016 Letter Agreement Between the City of Irvine and Heritage Fields El Toro, LLC Regarding Expenditure of Quimby Funds for Additional Sports Park Improvements.
2. Approve a budget appropriation of \$517,175 from the unallocated Great Park Fund balance to the Capital Improvement Project Fund, Project No. 361616, Sports Park Subarea Improvements, for the recommended Scoreboard design enhancements.

### EXECUTIVE SUMMARY

On September 8, 2015, the City Council approved the use of \$4,686,314 for design and construction enhancements within the Sports Park. On August 9, 2016, the City Council approved a Letter Agreement with Heritage Fields specifying the terms and procedures governing the payment for those Sports Park enhancements. The letter authorized an escrow account through which Heritage Fields has drawn funds for construction of the designated enhancements. The Letter Agreement dated August 4, 2016 is included as Attachment 1.

As Sports Park construction has progressed, City staff has worked closely with Five Point Communities (Five Point), Development Manager for Heritage Fields, to finalize design and identify opportunities for reducing long-term cost of ownership and enhancing revenue. One such opportunity is the potential for incorporation of sponsorship and advertising at the Sports Park, based on its potential as a regional draw for tournaments and other major sporting events. Staff has engaged a consultant to evaluate the City's options for sponsorship and advertising, including projected costs and return on investment, and plans to return to the Board for consideration this summer.

One important potential platform for sponsorship is the sports facility scoreboards planned for each of the five primary sporting facilities. As final design has progressed and the opportunities for sponsorship have become more clear, several enhancements to the scoreboards have been proposed by Five Point to provide prominent naming opportunities and improved advertising platforms. Based on the long lead time for materials and a narrowing window of constructability (as sidewalks, buildings, and landscaping is installed around scoreboard locations), a decision needs to be made as soon as possible regarding the additional investment.

The proposal includes three primary enhancements as outlined below. An exhibit showing a comparison of the specified scoreboards with the proposed enhanced scoreboards is included as Attachment 2.

- Field/Court Naming – Addition of prominent field and court naming signage at volleyball, tennis, baseball, softball championship facilities and non-championship fields.
- Upgraded Advertising Platform - Upgrade of scoreboards to a custom-fabricated pole and frame system allowing for significantly larger, internally-lit advertising panels at Championship soccer, and later additions to Championship baseball and softball. The structural framework and space for the later additions of internally-lit advertising panels at tennis and volleyball facilities where currently there are none.
- Aesthetics – The proposed design would adapt the look and feel of the large, prominent scoreboard structures to be more consistent with the contemporary architecture of the adjacent Sports Park stadium and support buildings.

The cost of the proposed upgrades is \$517,175. A preliminary estimate of these enhancements, performed by the City's consultant, Kosmont Companies, suggests that the marginal increase in sponsorship and advertising revenue would be in the range of \$50,000 to \$75,000 annually for a return on investment of approximately 10 to 15 percent. The consultant felt that this return could improve if the naming and advertising on the scoreboards were bundled with a more comprehensive package for sponsorship and advertising throughout the Sports Park.

Staff recommends an appropriation of \$517,175 from the available Great Park fund balance to pay for the scoreboard enhancements. If approved by the Board and City Council, the upgraded scoreboards would be ordered and installed by Five Point and funded by way of an amendment to the Letter Agreement with Heritage Fields governing the payment for Sports Park design enhancements. Amendment No. 2 to the Letter Agreement (Attachment 3) contains a brief description of the enhancements above and would subject the withdrawal of funds by Five Point to the same control provisions regarding costs and the release of funds in place for enhancements previously approved by the Board and City Council.

## **COMMISSION/BOARD/COMMITTEE RECOMMENDATION**

Not applicable.

## **ANALYSIS**

On November 26, 2013, the City Council approved the Second Agreement with City of Irvine as Adjacent Landowner (ALA II) between the City of Irvine and Heritage Fields El Toro, LLC. (Heritage Fields). The ALA II set forth the concept plans and programming for the development of 688 acres within the Orange County Great Park. The ALA II further subdivided the 688-acre Great Park Improvement Area into a number of subareas, one of which is the Sports Park. Construction of Phase 1 of the Sports Park is underway and includes a 2,500 seat soccer stadium, six soccer fields, six volleyball courts, 25 tennis courts and associated support buildings.

On September 8, 2015, the City Council approved \$4,686,314 to be used for selected design enhancements within the Sports Park. The appropriation was necessary as the cost of the enhancements exceeded the Additional Allowance Fund, a set-aside designated in the ALA II for City-selected improvements beyond the basic scope of work. On August 9, 2016, the City Council approved a Letter Agreement with Heritage Fields specifying the terms and procedures governing the payment for the enhancements previously approved by the City Council. The Letter Agreement includes a summary of the design enhancements and the associated cost for each item. It also includes control provisions regarding costs and the release of funds that requires City review and approval.

As construction of the Sports Complex has progressed, City staff has worked with representatives from Five Point to finalize design. As is typical in a large construction project, design challenges and opportunities arise during the process that can be addressed during construction far more efficiently than after completion. These situations often present the chance to reduce the City's long-term cost of ownership or increase revenue. One such opportunity is the integration of sponsorship and advertising at the Sports Park. The size and quality of the facilities will likely position the Sports Park as a highly sought-after regional destination. As such, there is a distinct opportunity to integrate sponsorship into the design and programming of the Sports Park facilities. Potential examples include: field and/or stadium naming, integration of advertising in wayfinding or other digital displays, and inclusion of sponsorship or advertising at other high visibility locations in the Great Park.

To assist in evaluating potential sponsorship opportunities, including costs and potential return on investment, staff has engaged Kosmont Companies, a real estate and financial advisory firm. The firm put together a small team with specific expertise in sports facility sponsorship and marketing to develop options for the strategic integration of sponsorship and advertising. Staff plans to bring these options to the Board and City Council for consideration this summer.

One important potential platform for sponsorship is the sports facility scoreboards. The Sports Park design calls for scoreboards at each of the five primary sporting facilities,

including soccer, tennis, baseball, softball, and volleyball. The scoreboards are mounted on poles, elevated above fence lines and other obstructions, providing clear line of site for visitors and spectators. As final design has progressed for the Sports Park and the opportunities for sponsorship have become more clear, several enhancements to the scoreboards have been proposed by Five Point. Due to the progress of construction, these proposed enhancements have become a critical path item in construction sequencing. Based on the lead time for procurement of materials and the narrowing window of constructability (as sidewalks, buildings, and landscaping are installed around scoreboard locations), a decision needs to be made as soon as possible regarding the additional investment in the scoreboard enhancements.

The cost of the proposed upgrades is \$517,175 and includes enhancements to the scoreboards at the championship facilities for each of the five major sports. Attachment 2 to this report shows a comparison of the currently specified and proposed scoreboards for each of the facilities. The enhancements are summarized below.

- Field / Court Naming – The proposed scoreboards would add a prominent naming platform for the volleyball, tennis, softball, baseball championship facilities and non-championship fields. The naming platform at the soccer stadium would be illuminated.
- Upgraded Advertising Platform –
  - In the current specification, up-lit advertising panels are included at the soccer, baseball and softball championship facilities. Due to the limited capacity of the poles, footings and sign assembly, the advertising panels are relatively small at 3 feet by 5 feet. The proposed scoreboards are built on a custom-fabricated pole and frame system with increased structural capacity that provides for larger advertising panels of up to 12 feet by 8 feet on soccer and expanded panels on the other championship scoreboards.
  - The signage panels at the soccer, baseball and softball championship facilities would be light boxes with internal LED lighting, rather than the currently specified external up-lighting, which would improve visibility.
  - Internally-lit advertising panels would be included at the championship tennis and volleyball courts where currently none exist.
- Aesthetics – The proposed design would adapt the look and feel of the prominent scoreboard structures to be more consistent with the contemporary architecture of the adjacent Sports Park stadium and support buildings. The structures would adopt the architecture's clean lines, and add a curved roof line suggestive of the shade structures at each of the stadiums. The custom scoreboards black frames and white poles provide architectural consistency and improved visibility.

The total cost of \$517,175 is broken down in further detail across each of the proposed facilities below.

<b>Scoreboard Enhancement</b>	<b>Original Cost</b>	<b>New Cost</b>	<b>Increase</b>
Championship Soccer	\$228,965	\$453,965	\$225,000
Championship Tennis	\$34,800	\$63,550	\$28,750
Championship Volleyball	\$4,080	\$36,755	\$32,675
Championship Softball	\$32,080	\$134,080	\$102,000
Championship Baseball	\$51,655	\$180,405	\$128,750
<b>Total</b>	<b>\$351,580</b>	<b>\$868,755</b>	<b>\$517,175</b>

The City’s consultant, Kosmont Companies, performed a preliminary evaluation of the potential return on investment for the upgraded scoreboard naming and advertising features. The consultant took a conservative approach, assuming that the enhanced revenue opportunity was limited only to the larger, more visible advertising panels and field naming platforms without any more comprehensive, packaged sponsorship opportunities in the Sports Park. Based on this rough analysis, the marginal increase in annual revenue based on the upgraded scoreboards is anticipated to be approximately \$50,000 to \$75,000. This represents an approximate 10 to 15 percent annual return on investment, significantly higher than the average annual return that these same funds yield in the Great Park Fund balance.

The anticipated return on the investment in the enhanced scoreboards may be improved as a more comprehensive approach to sponsorship and advertising at the Sports Park is developed. Staff anticipates a return to the Board this summer for consideration of a more comprehensive approach. Depending on Board direction, a more strategic approach throughout the Sports Park may include stadium building and sports complex naming, integration of advertising into wayfinding signage and digital displays, and other placement opportunities throughout the park. An investment in enhanced scoreboards now creates a more robust platform for sponsorship and advertising that could be packaged with a more comprehensive opportunity throughout the Sports Park, improving the potential for additional revenue in the future.

If the Board and City Council approves the investment in enhancements to the scoreboards, staff recommends an Amendment to the Letter Agreement Regarding the Use of City Funds for Sports Park Design Enhancements. This would be Amendment No. 2 to this agreement and would increase the funds available by \$517,175. The amendment would also include a list of the scoreboard enhancements authorized for payment out of the account, similar to previous enhancements authorized by the Board and City Council. The Letter Agreement includes control provisions regarding costs and the release of funds. Each request for release of funds by Five Point must be reviewed and approved by City staff before funds are released.

**ALTERNATIVES CONSIDERED**

The City Council could choose not to approve the appropriation for scoreboard enhancements and proceed with the currently specified scoreboards. Further, the Board

may wish to await a more comprehensive evaluation of sponsorship and advertising opportunities at the Park prior to committing funds.

The scoreboard enhancements are being presented to the City Council at this time given the importance of a timely decision to prevent construction delays. Making the investment now in the enhanced scoreboards allows for installation to occur during the construction phase to minimize later disruption, while preserving the opportunities for future placement of advertising and sponsorship panels on the scoreboards as the options are determined through a comprehensive evaluation.

## **FINANCIAL IMPACT**

The total cost for the design enhancements to the Sports Park scoreboards is \$517,175. The proposed upgrades to the scoreboards would enhance visibility, increase advertising and naming opportunities, and potentially increase future advertising and sponsorship revenues for the City. Based on preliminary estimates, the enhanced scoreboards could yield \$50,000 to \$75,000 in additional revenue annually for a return on investment of approximately 10 to 15 percent. Further, a comprehensive approach to sponsorship and advertising will be developed over the next several months and brought forth for consideration. If the Board and City Council direct staff to pursue other opportunities in this regard, the upgraded scoreboards could be bundled with other naming and advertising to generate additional revenue.

Unless otherwise directed, these funds are to be drawn from the unallocated Great Park Fund balance and transferred to the Capital Improvement Project Fund, Project No. 361616, Sports Park Subarea Improvements. The current Great Park unallocated fund balance is \$44.9 million.

**REPORT PREPARED BY** Christopher Koster, Manager Great Park Planning and Development

## **ATTACHMENTS:**

1. Letter Agreement dated August 4, 2016 Regarding the Use of City Funds for Sports Park Design Enhancements
2. Comparison of currently specified and proposed scoreboards
3. Second Amendment to August 4, 2016 Letter Agreement Between the City of Irvine and Heritage Fields El Toro, LLC Regarding Expenditure of Quimby Funds for Additional Sports Park Improvements

# Heritage Fields El Toro, LLC

August 4, 2016

City of Irvine  
City Hall  
One Civic Center Plaza  
Irvine, California 92623-9575  
Attention: Eric Tolles, Assistant City Manager—Great Park

Re: Second Agreement with City of Irvine as Adjacent Landowner, dated November 26, 2013 (“**ALA2**”), by and between HERITAGE FIELDS EL TORO, LLC, a Delaware limited liability company (“**Heritage Fields**”), and THE CITY OF IRVINE, a California charter city (the “**City**”)

Dear Mr. Tolles:

Reference is hereby made to the ALA2; capitalized terms not defined in this letter agreement (“**Letter Agreement**”) shall have the meaning ascribed to such terms in the ALA2, unless otherwise indicated.

On July 28, 2015, the Orange County Great Park Board approved the plans for the 175-acre Sports Park Subarea and recommended allocating the entire Additional Allowance Fund for this particular Subarea in the amount of \$5,040,000 to enhancements to be incorporated into the Sports Park Subarea. On September 8, 2015, the City Council took several actions, including appropriating funds in the amount of \$4,686,314.00 from available City Quimby funds to pay for additional enhancements to the Sports Park (the “**Quimby Allowance**”), and approving the list of specific enhancements to be financed by the Quimby Allowance, including an additional restroom facility, additional shade structure, entry gates, fencing, upgraded scoreboards and backstops, and other items, all as more particularly detailed on Exhibit A attached to this Letter Agreement (the “**Quimby Improvements**”). Given the integrated nature of the Quimby Improvements with the Sports Park Subarea improvements being designed and constructed by Heritage Fields, the City desires to have Heritage Fields design and construct the Quimby Improvements as part of its overall work on the Sports Park Subarea, subject to the City’s obligation to fund such design and construction.

While Heritage Fields has no obligation to design, construct or otherwise install the Quimby Improvements (also referred to as the “**Additional Sports Park Work**”), in order to allow for the efficient completion of the Additional Sports Park Work, Heritage Fields and the City agree to follow the procedures set forth in this Letter Agreement with respect to completion of the Additional Sports Park Work.

1. Appointing Representatives – For purposes of implementing the Additional Sports Park Work, Heritage Fields hereby appoints LJ Edgcomb (the “**Heritage Fields Representative**”), and the City appoints Eric Tolles (the “**City Representative**,” and together with the Heritage Fields Representative, each a “**Representative**”), each to be the point of contact for his respective Party. Either Party may change that Party’s representative by written notice to the other Party.
2. Improvements to be Incorporated into the Great Park Improvements – Subject to the City’s satisfaction of the terms and conditions specified in this Letter Agreement, including without limitation the obligation to pay Heritage Fields for all the fees, costs (including design costs) and expenses of the Additional Sports Park Work, Heritage Fields shall design and cause the construction of the Additional Sports Park Work as part of the Great Park Improvements. The provisions of the ALA2 applicable to Heritage Fields’ construction of the Great Park Improvements shall also apply to the Additional Sports Park Work, provided that, in all cases the cost of the Additional Sports Park Work shall be paid to Heritage Fields by the City in accordance with this Letter Agreement. The City acknowledges and agrees that the Additional Sports Park Work may



be built in phases, and that disbursements from the Escrow Agent (defined below) may be requested in accordance with the terms of this Letter Agreement in order to fund such phased construction of the Additional Sports Park Work. The Additional Sports Park Work shall be performed concurrently with the corresponding phases of Sports Park Subarea improvements being designed and constructed by Heritage Fields.

3. **Finalization of the Improvement Plans / Responsibility for Cost Overruns** – Heritage Fields has caused design drawings and plans to be prepared and has obtained bids for the Additional Sports Park Work. The Quimby Allowance is based on those bids and Heritage Fields' estimate of the cost of the Quimby Improvements at the time the Quimby Allowance was approved by the City Council. However, the Parties recognize that the plans and specifications for the Quimby Improvements have not yet been approved by the City, and may not reflect the final design, construction, soft costs and other costs associated with construction of the Quimby Improvements.
  - a. **Design** - Heritage Fields will cause engineers, architects and other consultants to prepare plans and specifications for the Additional Sports Park Work to be reviewed by the City pursuant to its normal regulatory process. Such plans and specifications shall indicate the scope and parameters of the Additional Sports Park Work separate and apart from the remainder of the Great Park Improvements.
  - b. **City Changes** - If there are any changes to the scope or design of the Additional Sports Park Work resulting from the plan check or other regulatory review or inspection process, such changes shall be subject to Heritage Fields' review and approval. Notwithstanding Section 2(c) of the ALA2, or anything else to the contrary, to the extent any changes to the Additional Sports Park Work are required by the City during the plan check process, or at any time prior to the acceptance of the Additional Sports Park Work by the City, such changes shall be undertaken by Heritage Fields at the sole cost and expense of the City, and if necessary the City shall allocate additional funding for the Quimby Allowance (in the case of the Quimby Improvements) to cover such additional costs. Upon imposition of a change or additional requirement by the City (whether through the regulatory review process or otherwise), Heritage Fields shall deliver written notice to the City which notice shall set forth in reasonable detail the estimated additional costs of such change or requirement and the City shall allocate additional funding for the Additional Sports Park Work to cover such additional costs. If the City Representative does not commit in writing to fund such change or additional requirement within ten (10) business days after receipt of the notice, Heritage Fields shall have no obligation to implement such requested change or additional requirement, provided that if such change or additional requirement is required to conform to a mandated code change, Uniform Construction Codes or a building or construction requirement pursuant to state or federal law, and the City does not commit in writing to fund such change or additional requirement within ten (10) business days of receipt of the notice, then Heritage Fields shall not proceed with the Additional Sports Park Work impacted by such change.
  - c. **Cost Increases** - To the extent the price of the Additional Sports Park Work, as reflected in the final bids for such contracts or in any change order with respect to such contracts, exceeds the Quimby Allowance, Heritage Fields shall deliver written notice to the City which notice shall set forth in reasonable detail the estimated additional costs to complete the applicable Additional Sports Park Work and the City shall allocate additional funding for the Quimby Allowance to cover such additional costs. Cost savings with respect to the Quimby Improvements may be used to off-set any increase in costs. If additional funds as required to fully fund the applicable Additional Sports Park Work are not allocated by the City within forty-five (45) calendar days after receipt of written notice from Heritage Fields to the City of such increased costs, then Heritage Fields shall not proceed with the applicable Additional Sports Park Work impacted by such additional costs.
4. **City Payment for Additional Sports Park Work** – City is responsible to pay for all the fees, costs and expenses of the Additional Sports Park Work, including (without limitation) design, permitting,

construction, inspection and any other costs incurred by Heritage Fields prior to acceptance of the Additional Sports Park Work by the City (the “**Additional Work Project Costs**”). The City agrees to pay for the Additional Work Project Costs as follows:

a. **Initial Quimby Budget; Quimby Improvements Account** – Heritage Fields currently estimates the Quimby Improvements will total approximately Four Million, Five Hundred Seventy-One Thousand, Three Hundred Thirty-Six Dollars (\$4,571,336) (the “**Initial Quimby Budget**”), which excludes permit fees. The City and Heritage Fields shall enter into separate written escrow instructions with the Irvine, California, office of First American Title Insurance Company (the “**Escrow Agent**”), and cause Escrow Agent to establish and maintain an interest bearing escrow account, denominated the “**Quimby Improvements Account**” at a banking institution mutually acceptable to the City and Heritage Fields in the Parties’ reasonable discretion. The purpose of the Quimby Improvements Account is to administer the distribution of funds from the account to Heritage Fields to pay for the Additional Work Project Costs attributable to the Quimby Improvements. Interest or investment earnings on funds deposited in the Quimby Improvements Account shall be deposited into, and become a part of, the Quimby Improvements Account. All fees, costs and expenses of the Escrow Agent with respect to the Quimby Improvements Account established pursuant to this Letter Agreement shall be paid for by the City.

b. **Initial Deposit** – Within ten (10) days following execution of this Letter Agreement by both Parties, the City shall make an initial deposit into the Quimby Improvements Account in an amount equal to the Initial Quimby Budget (the “**Initial Deposit**”).

c. **Required City Deposit** – To the extent that after the Initial Deposit the City imposes changes or additional requirements or the cost of the Quimby Improvements increases (as contemplated in Section 3 of this Letter Agreement), the City shall deposit into the Quimby Improvements Account an amount at least equal to the amount specified in the notice of estimated additional costs, within thirty (30) days of the City’s receipt of such notice.

d. **Release of Funds** – From and after the execution of this Letter Agreement, the Escrow Agent will release funds from the Quimby Improvements Account to Heritage Fields as follows:

- i. From time to time (but not more frequently than two times per calendar month), Heritage Fields may submit a written request (a “**Release Request**”) to the City and Escrow Agent to release funds from the Quimby Improvements Account when Heritage Fields: (i) is prepared to issue a notice to proceed to any contractor or consultant with respect to work on one or more Quimby Improvements (a “**Notice to Proceed**”) pursuant to a binding consulting agreement, construction contract, or other written agreement (each, a “**Sports Park Work Contract**”); and/or (ii) has entered into a binding contractual agreement and is prepared to issue a notice under such agreement to purchase materials or supplies (“**Construction Materials**”) to be used in connection with the Quimby Improvements (a “**Materials Contract Order**”). Heritage Fields shall deliver to the City with any Release Request reasonably satisfactory evidence that Heritage Fields has either: (i) entered into a binding Sports Park Work Contract, and/or (ii) issued a Materials Contract Order. A Release Request shall also include an estimated schedule showing when the funds are anticipated to be spent.
- ii. Within five (5) business days of the City’s receipt of the Release Request, the City Representative shall deliver to the Escrow Agent and Heritage Fields’ Representative a “**Release Approval Letter**” (substantially in the form attached hereto as **Exhibit B**), authorizing the Escrow Agent to release funds from the Quimby Improvements Account to Heritage Fields in an amount equal to the requested amount. If the City Representative does not respond to Heritage Fields Representative and Escrow Agent

in writing within such five (5) business day period, either approving the release of funds specified in the Release Request or specifying valid reasons why such amounts should not be released, then Heritage Fields may submit a written notice to the City (a "**Reminder Notice**") reminding the City of the Release Request. If the City Representative does not respond to the Reminder Notice within five (5) business days after receipt, then the City shall be deemed to have approved of the Release Request, after which the Escrow Agent shall release funds from the Quimby Improvements Account in an amount equal to the amount specified in the Release Request. Heritage Fields shall cause any Release Request, which is the subject of an objection by the City, to be revised to respond to such objection and subsequently re-submitted and processed as provided in this Section 4. Heritage Fields shall have no obligation to issue a Notice to Proceed or authorize procurement of Construction Materials unless and until it has actually received funds from the Quimby Improvements Account in the full amount of the cost to complete the work authorized by such Notice to Proceed and/or the full cost to purchase the Construction Materials to be authorized by Heritage Fields for purchase under the applicable Sports Park Work Contract or Materials Contract Order.

- iii. Heritage Fields shall, prior to the first release of funds and quarterly thereafter, submit to City Notices to Proceed with contracted scope and price, cancelled checks, invoices, or receipts, documenting the hard and soft costs spent or committed to be spent in connection with the Quimby Improvements (the "**Documented Costs**"). Submittals may include Documented Costs that were expended, incurred or committed to prior to the date of this Letter Agreement.
  
- e. **True Up** - The City shall close the Quimby Improvements Account upon the completion of the Quimby Improvements. Prior to closing the Quimby Improvements Account, the Parties shall meet and confer to agree upon a reconciliation of the actual Documented Costs spent with respect to the Quimby Improvements ("**Actual Costs**") against the aggregate amounts of funds disbursed from the Quimby Improvements Account ("**Projected Costs**"). This meet and confer shall occur within 90 days of the later of: (i) completion of the Quimby Improvements and payment by Heritage Fields of all Documented Costs (including retention), or (ii) the Acceptance Date for all of the Quimby Improvements. If such reconciliation discloses a positive difference between Projected Costs and Actual Costs, then Heritage Fields shall deposit into the Quimby Improvements Account an amount equal to such positive difference (the "**True-Up Deposit**") within 120 days of the later of: (i) completion of the Quimby Improvements and payment by Heritage Fields of all Documented Costs (including retention), or (ii) the Acceptance Date for all of the Quimby Improvements. Any remaining funds in the Quimby Improvements Account (including the True-Up Deposit, if any) shall be returned to the City.

Nothing set forth in this Letter Agreement shall amend, modify or alter the terms of the ALA2, except as expressly provided herein.

If the provisions of this Letter Agreement are acceptable to the City, please sign and return a copy of this Letter Agreement to Heritage Fields.

Except as implemented and/or clarified by the terms of this Letter Agreement, each of the City and Heritage Fields acknowledges that the ALA2 remains unchanged and in full force and effect. This Letter Agreement is governed by the laws of the State of California, without regard to conflicts of laws principles. This Letter

Agreement may be executed in several counterparts, each of which when executed and delivered is an original, but all of which together shall constitute one instrument; facsimile and pdf signatures of this Letter Agreement shall be valid as if manually signed.

Sincerely,

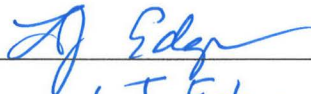
**HERITAGE FIELDS EL TORO, LLC,**  
a Delaware limited liability company

By: Heritage Fields El Toro Sole Member LLC,  
a Delaware limited liability company  
Its: Sole Member

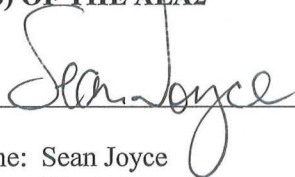
By: Heritage Fields LLC,  
a Delaware limited liability company  
Its: Sole Member

By: Five Point Heritage Fields, LLC,  
a Delaware limited liability company  
Its: Administrative Member

By: Five Point Operating Company, LLC,  
a Delaware limited liability company  
Its: Sole Member

By:   
Print Name: LJ Edycomb  
Print Title: Vice President

**ACKNOWLEDGED AND AGREED TO ON BEHALF OF CITY  
PURSUANT TO THE AUTHORITY GRANTED BY SECTION  
15(o) OF THE ALA2**



Name: Sean Joyce  
Title: City Manager

EXHIBIT A  
Quimby Improvements

**Description of Quimby Plans:**

Phase 1

OCGP Sports Park Design Package #6 Quimby Phase 1 Enhancements, Plan Check No. 00650933-PARK, submitted for 5th plancheck, not yet approved by City of Irvine.

Phase 2

OCGP Sports Park Design Package #6 Quimby Phase 2 Enhancements, Plan Check No. 00650942-PARK, submitted - for 5th plancheck, not yet approved by City of Irvine.

Phase 3

OCGP Sports Park Design Package #6 Quimby Phase 3 Enhancements including Building C, Plan Check No. 00650984-PARK, submitted for 5th plancheck, not yet approved by City of Irvine.

Phase 4

OCGP Sports Park Design Package #6 Quimby Phase 4 Enhancements, Plan Check No. 00650968-PARK, submitted for 5th plancheck, not yet approved by City of Irvine.

Item Ref.	Item	# of Units	Unit
<b>Phase 1</b>			
1	Upgraded Seating - Championship Tennis		
	Permanent Seats	132	EA
2	Upgraded Seating - Volleyball		
	Permanent Seats	156	EA
3	Added Drinking Fountains - Tennis		
	Haws model with 1" PVC piping+sump	3	EA
4	Added Entry Gates		
	Building A		
	Type A Main Gate (3 Pairs)	3	PR
	Building B		
	Type A Gate Single	2	EA
	Type A Main Gate	3	PR
5	Added Championship Soccer Fencing		
	6' Gates - Decorative 2 Type	2	EA
	6' Fencing - Decorative 2 Type	1274	LF
6	Upgraded Championship Soccer Scoreboard		
	"Platinum" style	1	EA
7	Added Tennis Scoreboard	1	EA
8	Added Volleyball Scoreboard	1	EA
9	Shade Structure at Children's Play Area	4	EA
10	Added CCTV Cameras		
	Building A (3) day 1 cameras (fully installed), and infrastructure for (8) future cameras	See Item	
	Building B: (2) day 1 cameras, and infrastructure for (5) future cameras	See Item	
	Buildings H1 & H2: infrastructure for (2) future cameras	See Item	
<b>Phase 2</b>			
11	Added Drinking Fountain		
	Haws model with 1" PVC piping+sump	1	EA
12	Added CCTV Cameras		
	Building D infrastructure for (4) future cameras	See Item	
<b>Phase 3</b>			
13	Upgraded Seating at Baseball Fields #1-#3		
	Permanent Seats	408	EA
14	Upgraded Seating at Multipurpose Fields #1-#3		
	Permanent Seats	312	EA
15	Added Drinking Fountains		
	Haws model with 1" PVC piping+sump	3	EA
16	Added Entry Gates		
	Building E		
	Type A Gate Single	1	EA
	Type A Main Gates	2	PR
17	Added Championship Baseball Fencing		
	6' Gates - Decorative 2 Type	2	EA
	6' Fencing - Decorative 2 Type	1382	LF
18	Upgraded/ Added Scoreboards		
	Upgraded Championship Baseball		
	Upgraded "Gold" style	1	EA
	Credit "Bronze" style	1	EA
	Relocate conduit	560	LF
	Added 3 Baseball Fields & 3 Multi-Purpose Fields		
	Added "Silver" style	6	EA

EXHIBIT A  
Quimby Improvements

Item Ref.	Item	# of Units	Unit
	Added conduit	3207	LF
19	Upgraded Non-Championship Baseball Backstops		
	Added Masonry Wall	6	EA
	Added Channel Padding	6	EA
20	Added Baseball Batting Cage		
	Baseball Batting Cages	4	EA
	Perimeter Lighting-Pole Fixture & Conduit	8	EA
21	Added Restroom (Building "C")		
	Similar to Bldg. D	1554	SF
22	Added CCTV Cameras		
	Building E: (3) day 1 cameras, and infrastructure for (13) future cameras	See Item	
	Building F: infrastructure for (2) future cameras	See Item	
<b>Phase 4</b>			
23	Upgraded Seating at Softball Fields #2 & #3		
	Permanent Seats x 2 fields	120	EA
24	Upgraded Seating at Softball Fields #4 & #5		
	Bleachers, 2 per field	4	EA
25	Added Drinking Fountains		
	Haws model with 1" PVC piping+sump	2	EA
26	Added Entry Gates		
	Building G		
	Type A Main Gate (3 Pairs)	3	PR
27	Added Championship Softball Fencing		
	6' Gates - Decorative 2 Type	2	EA
	6' Fencing - Decorative 2 Type	837	LF
28	Upgraded/Added Scoreboards		
	Upgraded Championship Softball Scoreboard		
	Upgraded "Silver"	1	EA
	Credit "Bronze"	-1	EA
	Added Conduit	385	LF
	Added Softball Scoreboards		
	Added "Silver" style	4	EA
	Added Conduit	1784	LF
29	Upgraded Non Championship-Softball Backstops		
	Added Masonry Wall	4	EA
	Channel Padding	4	EA
30	Added Softball Batting Cages		
	Softball Batting Cages	4	EA
	Perimeter Lighting-Pole Fixture & Conduit	8	EA
31	Added CCTV Cameras		
	Building G: (2) day 1 cameras, and infrastructure for (8) future cameras	See Item	
<b>All Phases</b>			
<b>Public Safety</b>			
32	Added Security Cameras (Site Only)		
	Camera Ready Pole and Mount	23	EA
	Conduit, Wire and Fiber including Boxes & Structure	15720	LF
	Axis Network Camera	23	EA
33	Added Command Vehicle		
	Turf Block	15710	SF
	Rolled Curb	570	LF
	Cam-Lock System	3	EA
34	Added Parking Lot Gates		
	Manual Barrier Gate	9	SETS
35	Added Controlled Access Bollards		
	Removable Bollard	25	EA
36	Added Middle Arm Benches	1	EA
<b>Functionality/Sustainability</b>			
37	Added Conduit to Parking Lots for Future Solar		
	Conduit Only-Includes Trenching & Backfill	26780	LF

EXHIBIT B  
(Sample) Release Approval Letter

\_\_\_\_\_, 201\_\_

Eric Tolles  
City of Irvine  
1 Civic Center Plaza  
Irvine, CA 92606

\_\_\_\_\_  
First American Title Insurance Company

\_\_\_\_\_  
Irvine, CA

**Re: Letter Agreement dated July 20, 2016 (“Letter Agreement”) between Heritage Fields El Toro, LLC (“Heritage Fields”) and the City of Irvine (“City”) – Release Request for Release of Funds from the Quimby Improvements Account (Escrow Account No. \_\_\_\_)**

Capitalized terms used but not specifically defined in this Release Request shall have the meaning assigned to them in the Letter Agreement.

As provided for in the Letter Agreement, Heritage Fields hereby provides to the City and Escrow Agent this Release Request for release of funds from the Quimby Improvements Account (First American Title Insurance Company Escrow Account No. \_\_\_, referred to herein as the “**Escrow Account**”) in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (the “**Requested Amount**”). The conditions set forth in Section 4.d.i which are precedent to a Release Request have been met for the entire Requested Amount.

Heritage Fields requests that within five (5) business days of the City’s receipt of this Release Request, the City Representative shall deliver to the Escrow Agent and the Heritage Fields Representative a copy of this letter, executed below by the City Representative, authorizing the Escrow Agent to release to Heritage Fields funds from the Escrow Account in an amount equal to the Requested Amount.

<b>Total Release Request</b>	\$ _____
------------------------------	----------

If you have any questions or require any additional information, please do not hesitate to contact Lacie Daniels at (949) 349-1086.

Kind Regards,

LJ Edgcomb  
Community President  
Five Point Communities Management, Inc.  
Development Manager for Heritage Fields El Toro, LLC

cc: Lacie Daniels

\*\*\*\*\*

City Representative Authorization:

Escrow Agent is authorized to release to Heritage Fields funds from the Escrow Account equal to the Requested Amount.

\_\_\_\_\_  
City Representative Signature

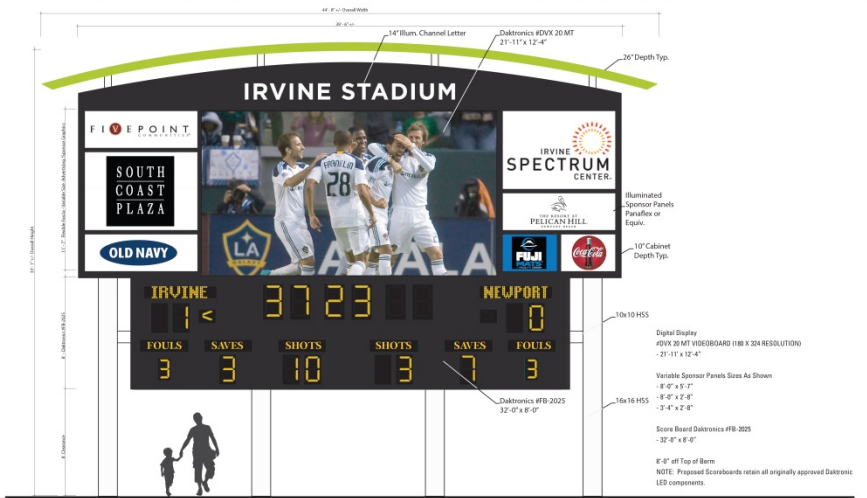
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Print Name

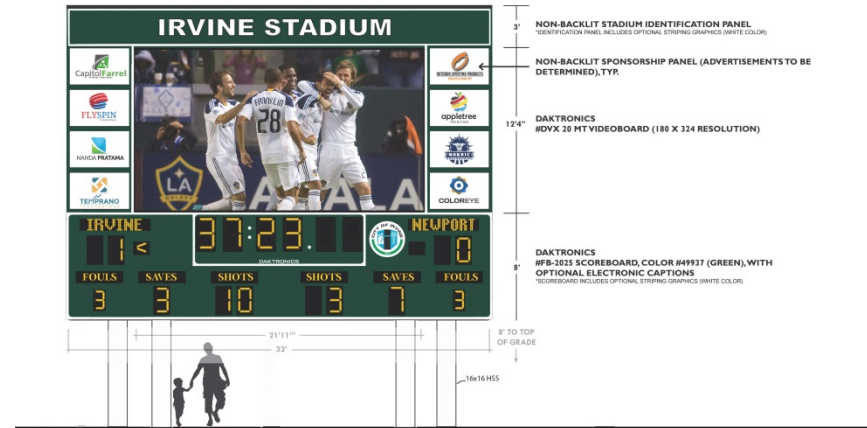
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Title



# Championship Soccer

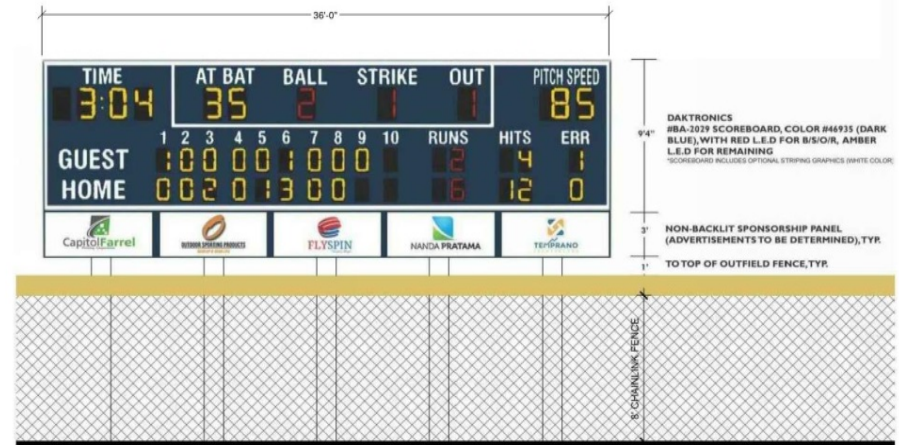
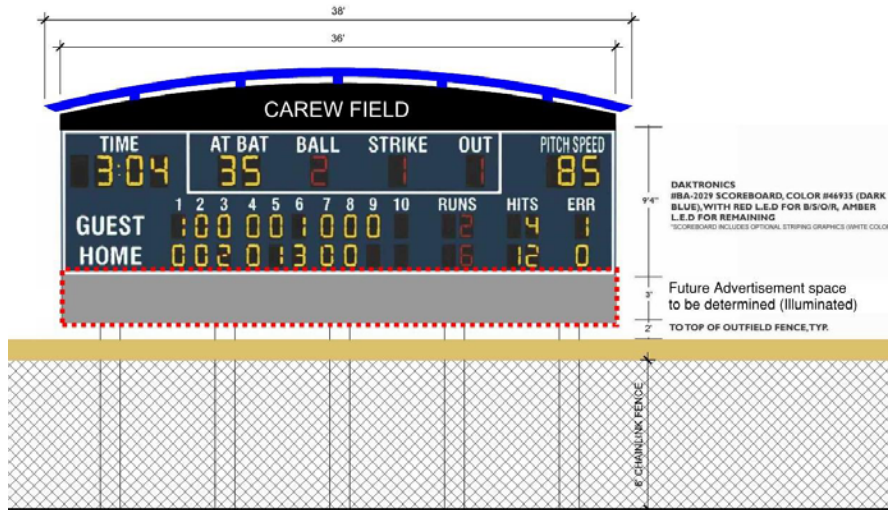


Enhanced scoreboard with video board and sponsorship/advertising panels



Current specified scoreboard with video board and sponsorship/advertising panels

# Championship Baseball



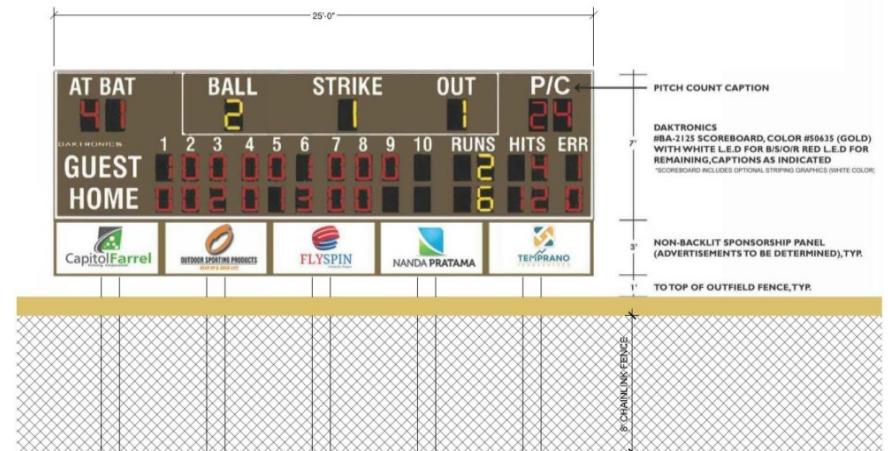
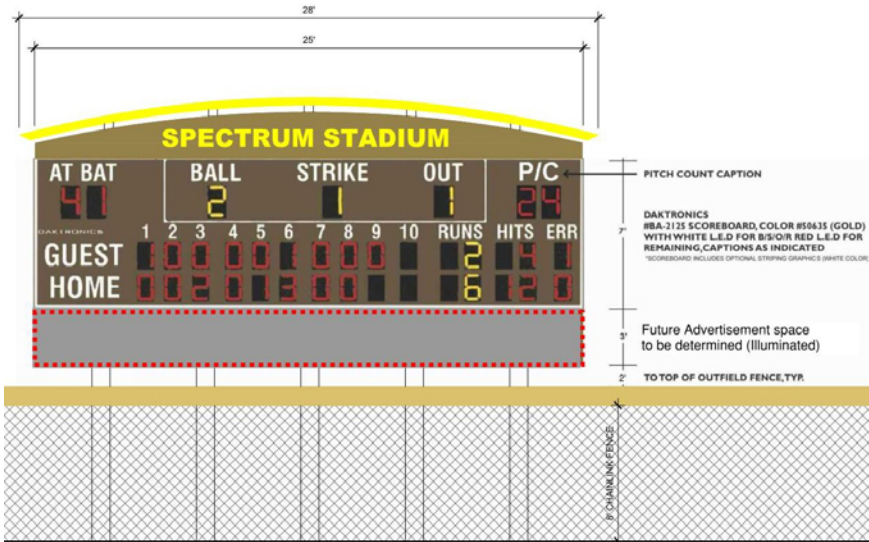
Enhanced scoreboard with name identification and space for future sponsorship/ advertising panels

Current specified scoreboard with sponsorship/advertising panels

Note that bottom of scoreboard assembly sits 2' above the 8' high chain link fence at outfield

Orange County Great Park – Sports Park – April 18, 2017

# Champion Softball



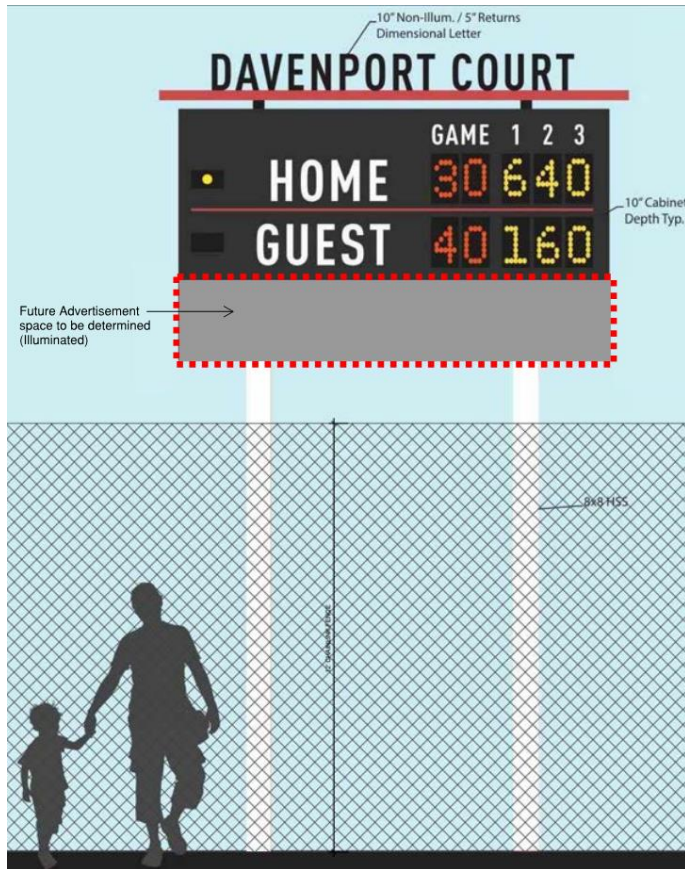
Enhanced scoreboard with name identification and space for future sponsorship/advertising panels

Current specified scoreboard with sponsorship/advertising panels

Note that bottom of scoreboard assembly sits 2' above the 8' high chain link fence at outfield

Orange County Great Park – Sports Park – April 18, 2017

# Championship Tennis



Enhanced scoreboard with name identification and space for future sponsorship/advertising panels



Current specified scoreboard

Note that bottom of scoreboard assembly sits 2' above the 12' high chain link fence at tennis court

Orange County Great Park – Sports Park – April 18, 2017

# Championship Volleyball

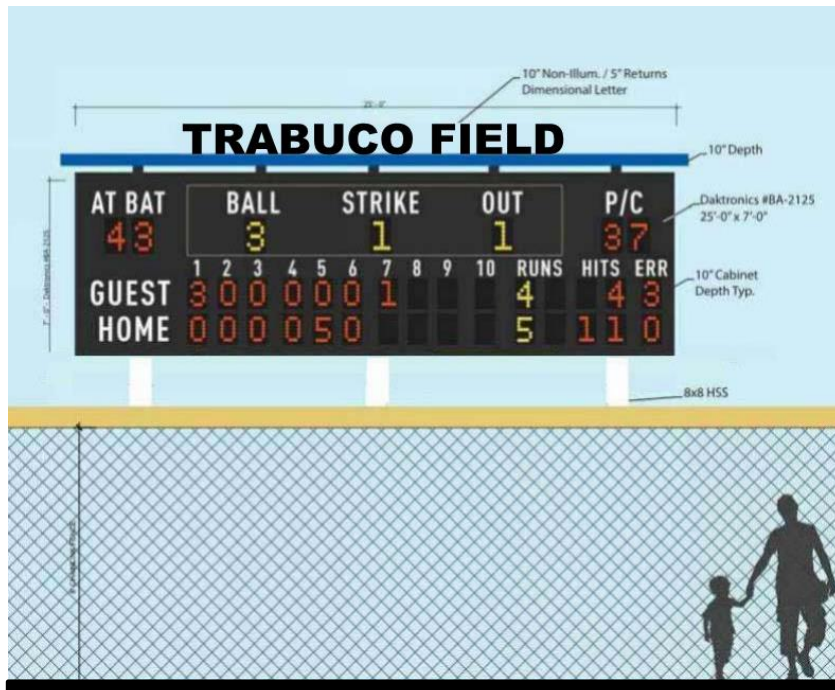


Enhanced scoreboard with name identification and space for future sponsorship/ advertising panels

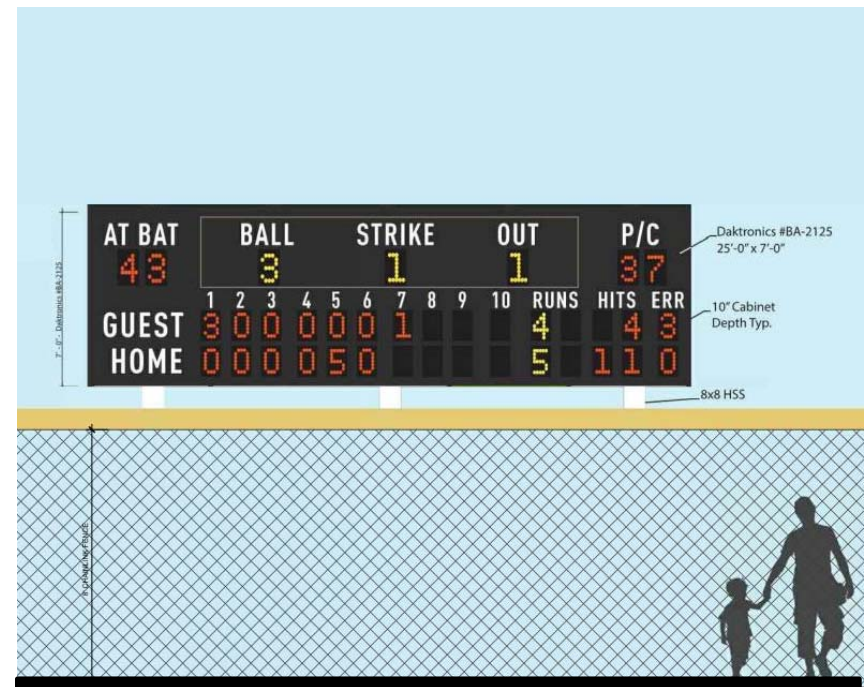


Current specified scoreboard

# Baseball, Multi-purpose, and Softball (Non-Championship Fields)



Enhanced scoreboard with  
name identification



Current specified  
scoreboard

Note that bottom of scoreboard assembly sits 2' above the 8' high chain link fence at outfield

Orange County Great Park – Sports Park – April 18, 2017



April 25, 2017

Mr. LJ Edgcomb  
Five Point Communities Management, Inc.  
25 Enterprise, Suite 300  
Aliso Viejo, CA 92656

**RE: Second Amendment to August 4, 2016 Letter Agreement Between the City of Irvine and Heritage Fields El Toro, LLC Regarding Expenditure of Quimby Funds for Additional Sports Park Improvements**

Dear Mr. Edgcomb:

This letter constitutes a second amendment (“Second Amendment”) to that Letter Agreement dated August 4, 2016, between the City of Irvine (“City”) and Heritage Fields El Toro, LLC (“Heritage Fields”). Said August 4, 2016 Letter Agreement is referred to herein as the “Quimby Agreement.” Capitalized terms not defined in this Second Amendment shall have the meanings ascribed to such terms in the Quimby Agreement, unless otherwise indicated.

The Quimby Agreement provides for funding and procedures for the construction by Heritage Fields of additional Sports Park work in the Orange County Great Park, and reimbursement of Heritage Fields by the City for the cost of those improvements. The City and Heritage Fields desire to add additional improvements to be constructed under the Quimby Agreement which were not specified therein. The City and Heritage Fields agree that Heritage Fields will construct the additional improvements described in Exhibit D attached hereto, and the City will reimburse Heritage Fields for the cost of that construction, the estimated costs of which are also set forth on Exhibit D, subject to all of the conditions stated in the Quimby Agreement. The source of this reimbursement will be a City fund known as the “180 fund.”

Nothing set forth in this Second Amendment shall amend, modify or alter the terms of the Quimby Agreement, except as expressly provided herein. This Second Amendment may be executed in several counterparts, each of which when executed and delivered is an original, but all of which together shall constitute one instrument. Electronically transmitted signatures of this Second Amendment shall be valid as if manually signed.

Sincerely,

Sean Joyce  
City Manager

Mr. LJ Edgcomb  
April 25, 2017  
Page 2 of 3

cc: Pete Carmichael, Director, Orange County Great Park

ACKNOWLEDGED AND AGREED TO ON BEHALF OF HERITAGE FIELDS

**HERITAGE FIELDS EL TORO, LLC,**

a Delaware limited liability company

By: Heritage Fields El Toro Sole Member LLC,  
a Delaware limited liability company  
Its: Sole Member

By: Heritage Fields LLC,  
a Delaware limited liability company  
Its: Sole Member

By: Five Point Heritage Fields, LLC,  
a Delaware limited liability company  
Its: Administrative Member

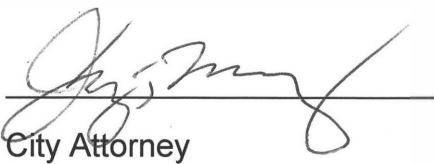
By: Five Point Operating Company, LLC,  
a Delaware limited liability company  
Its: Sole Member

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

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

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

APPROVED AS TO FORM:

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



**EXHIBIT " D"**

<b>Description of Improvement</b>	<b>Cost Change</b>
Championship Soccer enhanced scoreboard	\$225,000
Championship Tennis enhanced scoreboard	\$28,750
Championship Volleyball enhanced scoreboard	\$32,675
Championship Softball enhanced scoreboard	\$102,000
Championship Baseball enhanced scoreboard	\$128,750
<b>Total</b>	<b>\$517,175</b>

**2.7**



# REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:** APRIL 25, 2017

**TITLE:** AMENDMENT TO MEMORANDUM OF UNDERSTANDING WITH THE UNIVERSITY OF CALIFORNIA, IRVINE REGARDING THE EAST CAMPUS APARTMENTS

Director of Community Development

City Manager

## RECOMMENDED ACTION

Authorize the Mayor to execute the First Amendment to the Memorandum of Understanding between the City of Irvine and the University of California regarding the UCI East Campus Student Apartments.

## EXECUTIVE SUMMARY

On January, 22, 2002, the City Council authorized the Mayor to execute a Memorandum of Understanding ("MOU") between the City of Irvine and the University of California Irvine ("UCI") addressing the development of the East Campus Student Apartments, located on the southwest corner of Campus and Culver Drives. UCI requests an amendment to the MOU to modify certain design guidelines to facilitate development of the final phase of student housing within the East Campus project site.

## COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Not applicable.

## ANALYSIS

UCI intends to proceed with the East Campus Student Apartments, a 2,300-bed apartment project, on a 13-acre site on the northeast corner of Campus Drive and California Avenue ("Phase 4"), consistent with its Long Range Development Plan. A project site map is attached (Attachment 1).

In January 2002, UCI and the City entered into an MOU (Attachment 2) to cooperate in the planning of UCI on-campus student apartments in the UCI East Campus area adjacent to Culver Drive.

The MOU addresses the development of 3,000 beds of student apartments on a site of approximately 73 acres along the west side of Culver Drive, south of Campus Drive.

The MOU also includes design guidelines addressing site planning, landscaping, circulation and architecture. The 3,000-bed project addressed in the MOU was completed in 2006 on a land area of approximately 60 acres. This new project proposes a new 2,300-bed apartment project on the remaining 13 acres of the original MOU project area, bringing the total bed count for the two projects to 5,300 in the East Campus project area.

The 2007 Long Range Development Plan has a maximum bed count of 17,637, with the goal of housing 50 percent of the approximately 37,000 students that attend UCI. Existing housing provides a total of 14,041 beds, with the proposed project raising the total to 16,341 beds. Therefore, this development is consistent with the 2007 Long Range Development Plan for UCI and does not propose any increase in enrollment or additional housing units on the campus beyond that plan.

In implementing Phase 4, UCI intends to adhere to the principles of the 2002 MOU with updates to the design guidelines to reflect existing site conditions and program needs and to facilitate the final phase of the student housing development in this portion of campus. UCI, as a state-formed public university, is subject to development standards of the State Architect and therefore, does not require City approval for the Phase 4 project. However, UCI has requested City staff concurrence on implementing the Phase 4 project using updated design guidelines contained in a proposed amendment to the MOU (Attachment 3) that remain consistent with the 2007 Long Range Development Plan.

The proposed modifications include an increase in the allowable height and allowable number of stories along Campus Drive to 60 feet and five stories, where the existing MOU limits height to 50 feet and buildings to four stories. The proposed design guidelines for this specific project site and preliminary project plans depict the four-story, 50-foot height limit maintained along Campus Drive, with the fifth story and additional 10 feet of height with a greater setback from the street than originally contemplated by the 2002 MOU. Based upon City staff review of the preliminary project plans, in conjunction with the updated design guidelines, staff has determined that the increased height will not be readily apparent from the adjacent streets and, therefore, will not have an adverse impact. This is due to the fact that the four-story elements and the elevation of the project in relation to Campus Drive will screen lines of sight to the higher portions of the buildings behind. The amendment also includes minor changes to bicycle and car parking standards and roof design elements. Lastly, the design guidelines describe general goals for pedestrian access, screening and landscaping design, among other items.

This project is consistent with the 2007 Long Range Development Plan for UCI. One of the primary goals of the Long Range Development Plan is to provide “moderately priced, on-campus housing to support the recruitment and retention of faculty, students and staff, and to limit impacts to the off-campus housing market and the regional circulation network.” Staff is supportive of this goal of accommodating continued student

population growth on-campus, which minimizes the need for driving and impacts to surrounding residential neighborhoods where students may seek higher occupancy rental housing in areas not designed for the higher housing occupancy.

Staff has determined that the proposed modifications, while increasing allowable building heights, will facilitate a project that will remain consistent with the intent of the original development standards. Therefore, staff recommends that the City Council support the requested modifications and authorize the Mayor to execute the First Amendment to the MOU.

### **ALTERNATIVES CONSIDERED**

The City Council could choose to not support the requested modification and therefore, hold UCI to the MOU as currently written, which would require a reduction in height for the proposed student housing project if UCI chose to comply with the 2002 MOU, or could request additional modifications to address particular concerns with the proposal. As stated above, the City has no regulatory authority for land use matters on the UCI campus, but the MOU is intended to ensure cooperative efforts to implement the Long Range Development Plan for the campus and ensure that the City is consulted on matters of design for new projects.

### **FINANCIAL IMPACT**

There are no financial impacts at this time. UCI will bear all costs associated with the development of the planned student housing.

**REPORT PREPARED BY:** Joel Belding, Principal Planner

### **ATTACHMENTS**

Attachment 1.	Site Map
Attachment 2.	MOU between City and UCI
Attachment 3.	First Amendment to MOU

ec: Richard Demerjian, [rgdemerj@uci.edu](mailto:rgdemerj@uci.edu)



California

Culver Drive

Campus Drive

Project Site

ATTACHMENT 1

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF IRVINE AND THE UNIVERSITY OF CALIFORNIA, IRVINE,  
REGARDING THE UCI EAST CAMPUS STUDENT APARTMENTS**

This Memorandum of Understanding ("MOU") is entered into as of January 22, 2002, by the City of Irvine ("City") and the University of California, Irvine ("UCI").

1. Background

- 1.1 UCI and the City desire to continue their long standing cooperation on physical planning, including coordination of the current UCI Long Range Development Plan ("LRDP") and the current City of Irvine General Plan ("General Plan"), consistent with the intent of the July 12, 1988, UCI/City Planning MOU and the June 24, 1998, Culver Drive MOU.
- 1.2 UCI and the City desire to cooperate to implement objectives identified in the General Plan, including Objective C-4, Policy (e), in the Housing Element which encourages UCI to build low-cost housing to meet the needs of its student population.
- 1.3 A Renters' Advisory Task Force Report prepared for the Irvine City Council in August 2001 recommended that the City accelerate the production of affordable housing and that UCI explore issues of on-site housing for students.
- 1.4 UCI proposes a project on its East Campus to develop apartments and support facilities to accommodate an estimated 3,000 students on approximately 73 acres adjacent to Campus Drive and Culver Drive ("East Campus Student Apartments" or "the Project").
- 1.5 Although UCI has land use autonomy regarding the development of University-oriented projects on its campus, the City and UCI enter into this MOU in order to facilitate implementation of the East Campus Student Apartments consistent with their respective planning goals.

2. East Campus Student Apartments

- 2.1 The City will continue to support the implementation of the UCI LRDP and the development of on-campus student housing as an element of the UCI LRDP.
- 2.2 The City supports the development of the East Campus Student Apartments and acknowledges that the provisions of this MOU fully address City interests regarding the project.

- 2.3 UCI will continue to make reasonable efforts to consult with the City in the design and implementation of the East Campus Student Apartments.
  - 2.4 UCI will design and implement the Project in conformance to design standards and guidelines (“Design Guidelines”) identified in Exhibit A.
  - 2.5 UCI will provide preliminary plans for the Project to the Director of Community Development as a courtesy for the purpose of confirming general conformance with the Design Guidelines. Following its review but within 30 days of receipt of preliminary plans, the City will provide a letter to UCI with its determination regarding the Project’s general conformance to the Design Guidelines as well as other comments for consideration by UCI.
  - 2.6 The City will assist UCI by issuing encroachment permits needed to implement the Project, including the connection of Palo Verde Drive to Culver Drive.
  - 2.7 UCI and the City agree to explore additional opportunities for collaboration during the planning and implementation of the Project to ensure that their respective goals are met. It is the intent of UCI and the City to employ a cooperative plan check and construction inspection process for project implementation utilizing services provided by the City of Irvine Community Development Department.
  - 2.8 UCI and the City will jointly pursue collaborative funding opportunities for alternative transit to support the East Campus Student Apartments and to manage traffic generated by the Project. Opportunities may include grant funding for bikeways, pedestrian walkways, or mass transit, as well as other funding options.
3. Culver Drive
- 3.1 UCI and the City agree to work cooperatively to pursue the implementation of Culver Drive consistent with the June 24, 1998, Culver Drive MOU and in a manner that meets the City’s goal of achieving a scenic landscaped parkway.
  - 3.2 UCI and the City acknowledge that the City’s ongoing planning process for Culver Drive may result in a final design that varies from the “Alternative 4A” concept described in the Culver Drive Alternative Alignment Analysis dated October 1997 and referenced in the Culver Drive MOU.
  - 3.3 UCI agrees that if the City approves a final design for Culver Drive that varies from “Alternative 4A” (as described in the Culver Drive Alternative Alignment Analysis, Exhibits 10a through 10g) so that the westerly curb of Culver Drive is located farther from UCI, the building setback identified in Exhibit A will be increased an equal amount.

10/3/17



- 3.4 To the extent feasible and allowable by the Project's schedule, UCI will coordinate grading and landscape plans for the East Campus Student Apartments with the City's final design for Culver Drive.
- 3.5 UCI will pursue the implementation of its Southern Radial roadway as requested by the City. The City agrees to assist UCI by issuing encroachment permits needed to construct this roadway.

#### 4. Elementary Schools

- 4.1 UCI anticipates that the project will be developed primarily to attract single students and that students with families would be directed first to other on-campus housing that accommodates family living. As a result, the Project is expected to generate minimal additional demand for schools.
- 4.2 UCI will continue to inform the Irvine Unified School District (IUSD) of its on-campus housing plans and will continue to consult with IUSD to resolve long range elementary school issues.

#### 5. LRDP/General Plan Coordination

- 5.1 The City will continue to support implementation of the UCI LRDP and acknowledges that UCI may increase the enrollment target in the LRDP from the current level of approximately 26,000 students to approximately 30,000 general campus students, consistent with the July 12, 1988, UCI/City Planning MOU.
- 5.2 UCI will continue to support implementation of the General Plan and will incorporate appropriate measures into the LRDP that support General Plan implementation objectives, including transportation and transit goals.

#### 6. Future Communications

- 6.1 It is the intent of UCI to establish a community forum that will meet on a regular basis to provide communications and discussion of ongoing issues of mutual concern between UCI and the neighboring community.

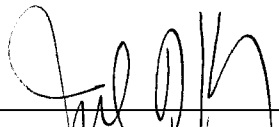
IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the dates set forth below. The date of approval of this MOU shall be the date of execution by the party signing last.

CITY OF IRVINE

  
\_\_\_\_\_  
Larry Agran  
Mayor

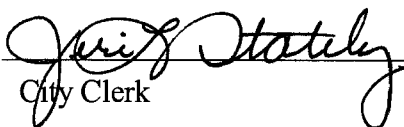
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APPROVED AS TO FORM

  
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City Attorney

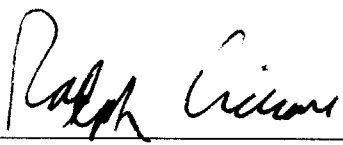
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ATTEST:

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

2/7/2002  
\_\_\_\_\_  
Date

UNIVERSITY OF CALIFORNIA, IRVINE

  
\_\_\_\_\_  
Ralph Cicerone  
Chancellor

2/12/02  
\_\_\_\_\_  
Date

**UCI EAST CAMPUS STUDENT APARTMENTS  
DESIGN GUIDELINES**

SETBACKS

1. Minimum building setback shall be 50 feet measured from the back of curb of Culver Drive or Campus Drive to the nearest building. Minimum parking lot setback shall be 10 feet measured from the property line. Please reference Exhibit B.
2. Development within the 50-foot building setback will be limited to landscaping, berms, lighted parking lots, walkways, access drives, site walls, signage, site drainage, and other related appurtenances. No residential units will be constructed within the 50-foot setback zone as a part of this project.

GRADING

3. The project shall be designed in a manner that establishes the building pad elevations at the lowest elevation feasible based on reasonable engineering practices.

MASSING

4. No buildings shall exceed the maximum Effective Height as viewed from Culver Drive (see Exhibits B and C). "Effective Height" shall refer to the height of a building relative to the elevation of proposed Culver Drive (Alternative 4A) as measured from the centerline of the road, and following a line perpendicular to the centerline of the road.
5. Any portion of building located adjacent to Culver Drive (defined as within 100 feet from the back of curb) shall be limited to two stories.
6. Any portion of building located between 100 feet and 300 feet from the back of curb of Culver Drive shall be limited to three stories.
7. No building shall exceed four stories. If any four-story building is constructed, it shall be set back a minimum of 300 feet from Culver Drive (measured from the back of curb) and shall not exceed the Effective Height as described in Exhibits B and C.
8. Variation of building heights is preferred to create visual interest and to avoid a monolithic effect.

BUILDING FORM

9. Architecture should be generally similar in character and quality to other local apartment complexes in the vicinity of UCI.

10. Acoustical privacy and potential noise impacts on-site and on the local community should be considered in the design of building features and outdoor activity areas.

#### ROOFS

11. Sloping roof forms should be encouraged. Roofs shall be made of concrete or tile shingles.

#### EXTERIOR MATERIALS

12. Exterior materials shall consist of durable materials that maintain their aesthetic quality over time. Primary material palette should include plaster, brick, or concrete masonry.

#### BUILDING COLORS

13. Building colors shall be medium to strong earth tones. Roofs should be terra cotta or a similar, natural muted color.

#### BICYCLE CIRCULATION AND PARKING

14. The Project shall accommodate bicycle circulation to the Anteatr Recreation Center, the central academic core, off-campus service areas, and regional bike trails.
15. Bicycle parking shall be provided at a minimum of one space per bed, plus 40 spaces for visitors.

#### PEDESTRIAN CIRCULATION

16. The Project shall be developed in a way that promotes pedestrian circulation to the Anteatr Recreation Center, the central academic core, and off-campus service areas.
17. The Project shall include convenient walkway connections to transit stops.

#### AUTOMOBILE PARKING

18. Sufficient on-site parking shall be provided to accommodate all vehicles associated with the Project at the following minimum rates: 0.75 space per undergraduate bed; one space per graduate bed.
19. Disabled parking shall be provided in accordance with the Americans with Disabilities Act (ADA).
20. All parking areas shall be screened from public streets by means of grading and/or landscaping (when mature).

#### TRANSIT CIRCULATION

21. The Project shall provide convenient transit stops suitable for on-campus shuttles and future off-campus bus service.

## SERVICE AREAS, WALLS, AND FENCES

22. Service, storage, maintenance, loading, and refuse collection areas shall be located out of view of public roadways, circulation routes, and dwelling units, or shall be screened with an architectural barrier or dense landscaping.
23. Walls used to screen service areas shall be of similar architectural material or character to other structures within the Project.
24. Landscaping should be used to soften walls.
25. Service areas may not front on streets or extend into required setback zones.

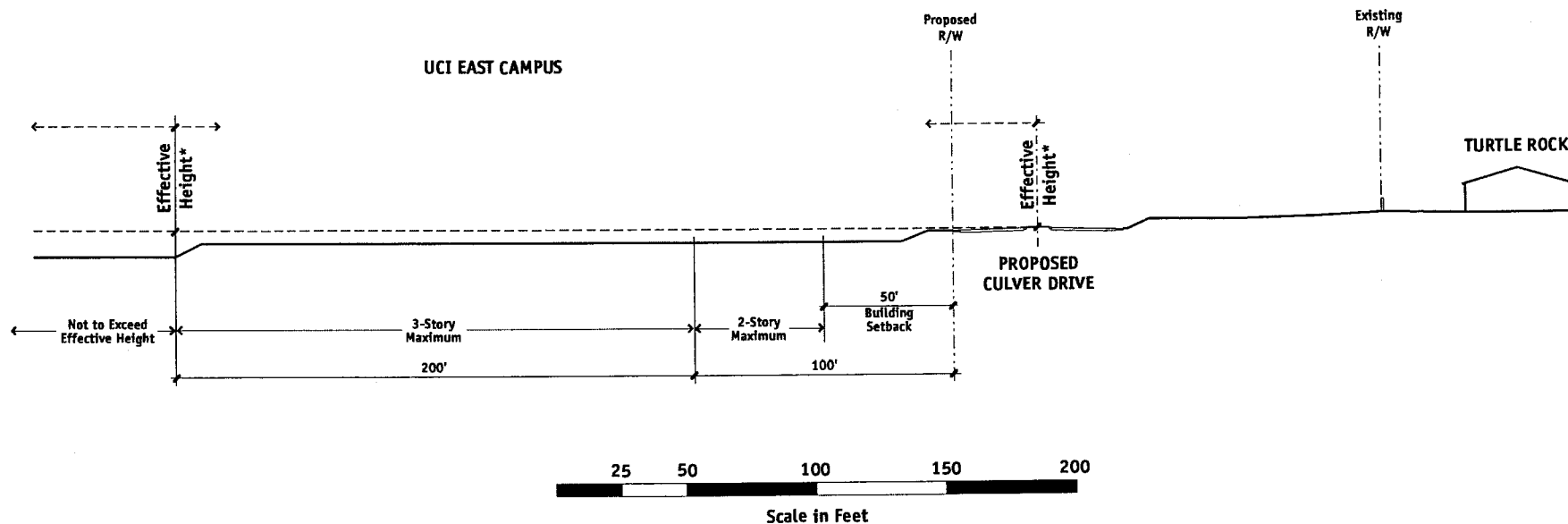
## SITE LIGHTING

26. All exterior lighting shall be full cutoff/fully shielded luminaires that direct all lighting downward to minimize direct light and glare impacts on adjacent properties.
27. Parking lot lighting shall be designed to minimize impacts on adjacent properties and will achieve lighting levels required to maintain a safe environment.

## LANDSCAPE

28. Landscaping at the perimeter of the project (i.e., interface with local community) shall incorporate dense tree planting as a buffer using pines and other vertical evergreen native trees. The density of trees at campus edges should exceed City of Irvine standards by 50 percent (measured in number of individual trees).
29. Surface parking lots shall be landscaped as groves or orchards using canopy-type trees. Trees in parking lots shall be provided at a density 50 percent greater than City of Irvine standards (measured in number of individual trees).
30. Culver Drive streetscape: Continuous masses of Pines, Oaks, Cottonwoods, and other trees with ground cover to serve as a backdrop to future street trees, or as agreed to with the City. Informal drifts of high shrubs with an eventual minimum height of 3.5 feet to screen parking areas on the project site.
31. Planting in and around drainage courses on the project site shall consist of appropriate native vegetation with high habitat value, such as California Sycamore, Alder, Cottonwood, and Willow.

## EAST CAMPUS STUDENT APARTMENTS Building Setbacks and Height Restrictions



\*"Effective Height" refers to the height of a building relative to the elevation of proposed Culver Drive<sup>1</sup> as measured from the centerline of the road, and following a line perpendicular to the centerline of the road. For the East Campus Student Apartments, buildings 300 feet or greater from the proposed westerly right-of-way of Culver Drive shall not exceed the following Effective Heights:

- Zone A: 40 feet
  - Zone B: 45 feet
  - Zone C: 50 feet
- (Zones are described in Exhibit C)

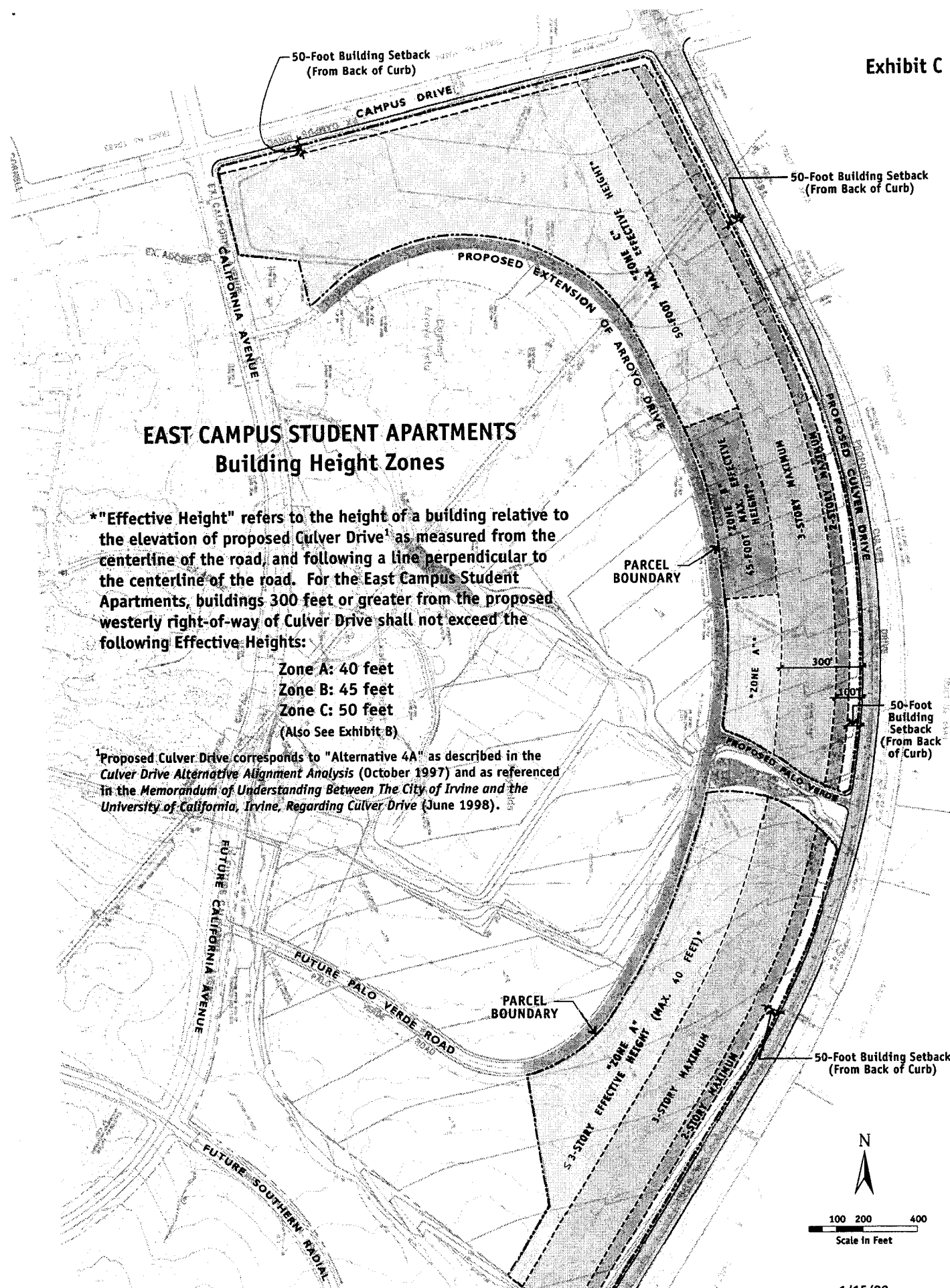
<sup>1</sup>Proposed Culver Drive corresponds to "Alternative 4A" as described in the *Culver Drive Alternative Alignment Analysis* (October 1997) and as referenced in the *Memorandum of Understanding Between The City of Irvine and the University of California, Irvine, Regarding Culver Drive* (June 1998). Section shown above corresponds to Exhibit 11a from Culver Drive MOU and illustrates a typical condition in Zone A; conditions in Zones B and C may vary. Setbacks shown are minimum distances.

## EAST CAMPUS STUDENT APARTMENTS Building Height Zones

\*"Effective Height" refers to the height of a building relative to the elevation of proposed Culver Drive<sup>1</sup> as measured from the centerline of the road, and following a line perpendicular to the centerline of the road. For the East Campus Student Apartments, buildings 300 feet or greater from the proposed westerly right-of-way of Culver Drive shall not exceed the following Effective Heights:

- Zone A: 40 feet
- Zone B: 45 feet
- Zone C: 50 feet
- (Also See Exhibit B)

<sup>1</sup>Proposed Culver Drive corresponds to "Alternative 4A" as described in the *Culver Drive Alternative Alignment Analysis* (October 1997) and as referenced in the *Memorandum of Understanding Between The City of Irvine and the University of California, Irvine, Regarding Culver Drive* (June 1998).



**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF IRVINE AND THE UNIVERSITY OF CALIFORNIA, IRVINE,  
REGARDING THE UCI EAST CAMPUS STUDENT APARTMENTS**

This First Amendment to the February 4, 2002 Memorandum of Understanding ("MOU") is entered into as of April \_\_\_\_, 2017, by the City of Irvine ("City") and the University of California, Irvine ("UCI").

1. Background

- 1.1. UCI and the City desire to continue their long-standing cooperation on physical planning, including coordination of the UCI Long Range Development Plan ("LRDP") and the City of Irvine General Plan ("General Plan").
- 1.2. UCI and the City desire to cooperate to implement objectives identified in the General Plan, including Objective C-4, Policy (e), in the Housing Element which encourages UCI to build low-cost housing to meet the needs of its student population.
- 1.3. A Renters' Advisory Task Force Report prepared for the Irvine City Council in August 2001 recommended that the City accelerate the production of affordable housing and that UCI explore issues of on-site housing for students.
- 1.4. UCI proposes a project on its East Campus to develop apartments and support facilities to accommodate an estimated 2,300 students on approximately 13.3 acres adjacent to Campus Drive and California Avenue ("East Campus Student Apartments Phase 4" or "the Project").
- 1.5. Although UCI has land use autonomy regarding the development of University-oriented projects on its campus, the City and UCI enter into this MOU in order to facilitate implementation of the East Campus Student Apartments consistent with their respective planning goals.

2. East Campus Student Apartments

- 2.1. The City will continue to support the implementation of the UCI LRDP and the development of on-campus student housing as an element of the UCI.
- 2.2. UCI will continue to make reasonable efforts to consult with the City in the design and implementation of the East Campus Student Apartments.
- 2.3. UCI will design and implement the Project in conformance to design standards and guidelines ("Design Guidelines") identified in Exhibit A.
- 2.4. UCI will provide preliminary plans for the Project to the Director of Community Development as a courtesy for the purpose of confirming general conformance with the Design Guidelines. Following its review but within 30 days of receipt of preliminary plans, the City will provide a letter to UCI with its determination regarding the Project's general conformance to the Design Guidelines as well as other comments for consideration by UCI.

3. LRDP/General Plan Coordination

- 3.1. UCI will continue to support implementation of the General Plan and will incorporate



appropriate measures into the LRDP that support General Plan implementation objectives, including transportation and transit goals.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Memorandum of Understanding on the dates set forth below. The date of approval of this Amendment shall be the date of execution by the party signing last.

CITY OF IRVINE

UNIVERSITY OF CALIFORNIA, IRVINE

\_\_\_\_\_  
Donald P Wagner  
Mayor

\_\_\_\_\_  
Howard Gillman  
Chancellor

APPROVED AS TO FORM

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

ATTEST

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

**UCI EAST CAMPUS STUDENT APARTMENTS PHASE 4  
DESIGN GUIDELINES**

**SETBACKS**

1. Minimum building setback shall be 50 feet measured from the back of curb of Campus Drive to the nearest building (see Figures 1 and 2).
2. Development within the 50-foot building setback will be limited to landscaping, berms, walkways, access drives, site walls, signage, site drainage, and other related appurtenances. No residential units shall be constructed within the 50-foot setback zone.

**GRADING**

3. The project shall be designed in a manner that establishes the building pad elevations at the lowest elevation feasible based on reasonable engineering practices.

**MASSING**

4. No buildings shall exceed five stories or 60 feet in height (see Figure 2).
5. Any portion of building located adjacent to Campus Drive shall be limited to four stories.
6. Variation of building heights is preferred to create visual interest and to avoid a monolithic effect.

**BUILDING FORM**

7. Architecture should be generally similar in character and quality to other local apartment complexes in the vicinity of UCI.
8. Acoustical privacy and potential noise impacts on-site and on the local community should be considered in the design of building features and outdoor activity areas.

**EXTERIOR MATERIALS**

9. Exterior materials shall consist of durable materials that maintain their aesthetic quality over time. Primary material palette should include plaster, brick, or concrete masonry.

**BUILDING COLORS**

10. Building colors shall be medium to strong earth tones.

**BICYCLE CIRCULATION AND PARKING**

11. The Project shall accommodate bicycle circulation to the Anteater Recreation Center, the central academic core, off-campus service areas, and regional bike trails.
12. Bicycle parking shall be provided at 0.75 spaces per bed.

**PEDESTRIAN CIRCULATION**

13. The Project shall be developed in a way that promotes pedestrian circulation to the Anteater Recreation Center, the central academic core, and off-campus service areas.
14. The Project shall include convenient walkway connections to transit stops.

**AUTOBOMILE PARKING**

15. Vehicular parking shall be provided at 0.55 vehicular spaces per bed consistent with UCI transportation demand management goals.
16. Disabled parking shall be provided in accordance with the Americans with Disabilities Act (ADA).
17. All parking areas shall be screened from public streets by means of grading and/or landscaping (when mature).

**TRANSIT CIRCULATION**

18. The Project shall provide convenient transit stops for on-campus shuttle service.

**SERVICE AREAS, WALLS, AND FENCES**

19. Service, storage, maintenance, loading, and refuse collection areas shall be located out of view of public roadways, circulation routes, and dwelling units, or shall be screened with an architectural barrier or dense landscaping.

20. Walls used to screen service areas shall be of similar architectural material or character to other structures within the Project.

21. Landscaping should be used to soften walls.

**SITE LIGHTING**

22. All exterior lighting shall be full cutoff/fully shielded luminaires that direct all lighting downward to minimize direct light and glare impacts on adjacent properties.

23. Parking structure lighting shall be designed to minimize impacts on adjacent properties and achieve lighting levels required to maintain a safe environment.

**LANDSCAPE**

24. A canopy street tree shall be used adjacent to walkway along Campus Drive.

25. Landscaping between street tree and buildings along Campus Drive shall incorporate dense tree planting as a buffer using pines and other vertical evergreen trees.

Figure 1

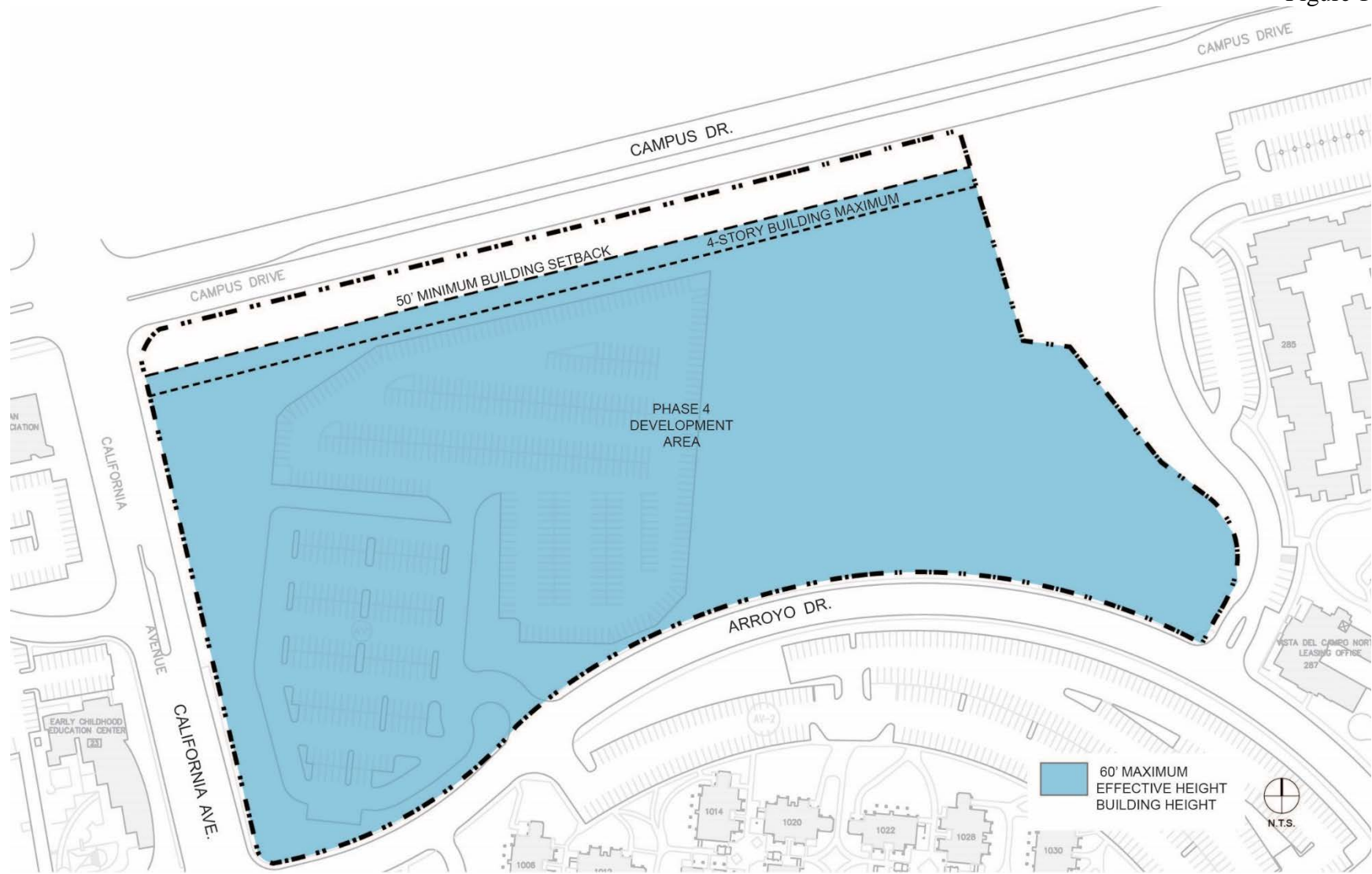
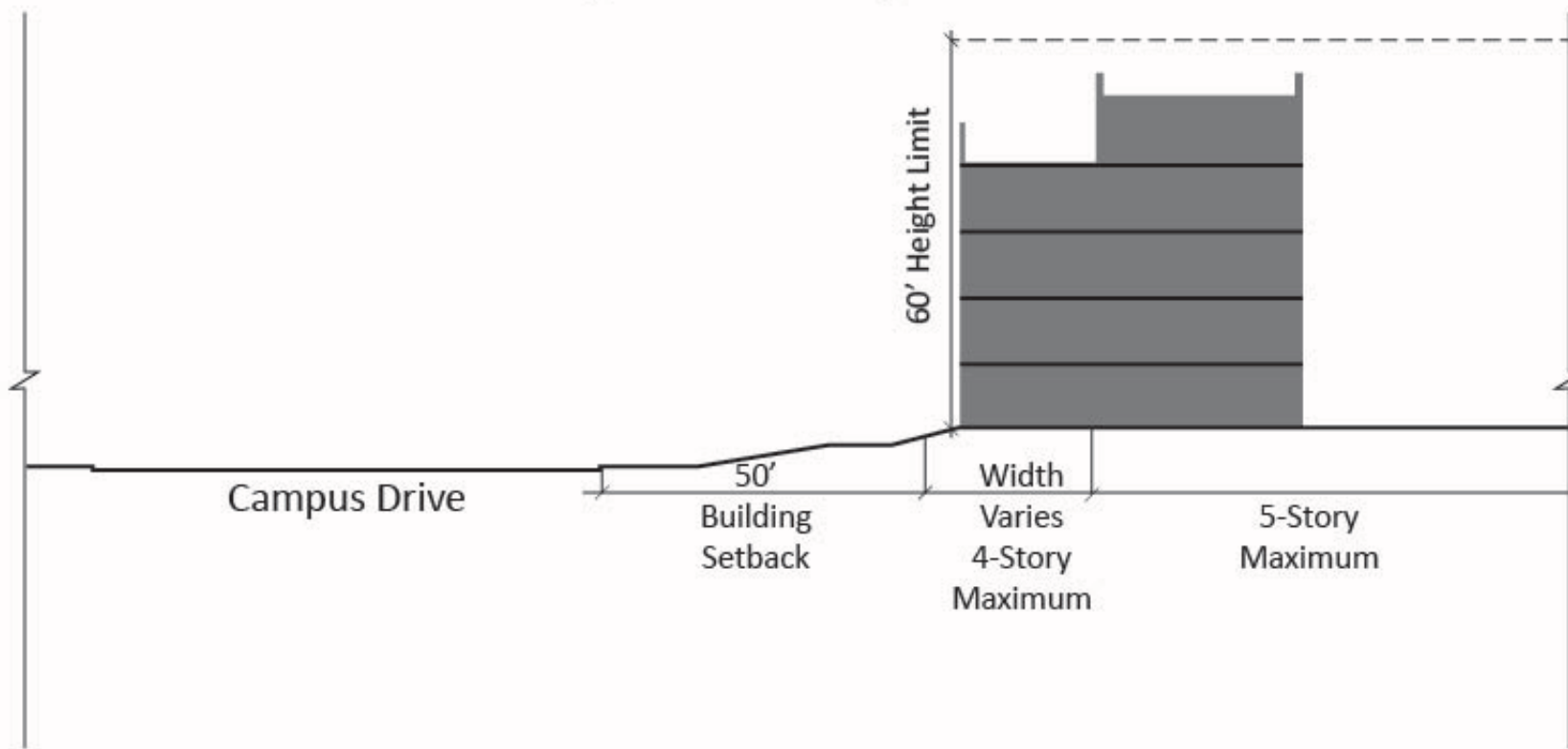


Figure 2

East Campus Student Apartments Phase 4  
*Building Setbacks and Height Restrictions*




2.8




# REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:** APRIL 25, 2017

**TITLE:** NOTICE OF REVIEW AND PENDING APPROVAL FOR TRACT MAPS IN GREAT PARK NEIGHBORHOODS (HERITAGE HILLS), ORCHARD HILLS AND CYPRESS VILLAGE

  
\_\_\_\_\_  
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 four final tract maps under review by staff and one final tract map 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 with regard to this matter. The tract maps covering property referenced in this staff report are located in Heritage Hills, Orchard Hills and Cypress Village, and are available for public review in the Public Works department.

Tract Map No. 17202 (Great Park Neighborhoods – Heritage Hills) is located near the intersection of Irvine Boulevard and Chinon, as shown in Attachment 2. The map for this property contains the subdivision of 10.1 acres into six lots. One lot is proposed as a basin for water quality purposes with the remaining lots proposed for landscape purposes. The Heritage Hills development project implements land development anticipated in the Orange County Great Park Final Environmental Impact Report, approved by the City Council in May 2003.

Tract Map Nos. 18012-18014 (Orchard Hills) are located near Portola Parkway and Orchard Hills Drive, as shown in Attachment 3. The maps for these properties contain the subdivision of 37.5 acres into 240 lots. The properties are proposed for development of 135 single-family residences and 123 condominium units. 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. 18095 (Cypress Village) is located near the intersection of Ridge Valley and Great Park Boulevard, as shown in Attachment 4. The map for this property contains the subdivision of 4.2 acres into 16 lots. The property is proposed for development of 48 condominium units. The Cypress Village development project

implements land development anticipated in the Northern Sphere Area Final Environmental Impact Report, approved by City Council in June 2002.

### **COMMISSION/BOARD/COMMITTEE RECOMMENDATION**

Prior to City Engineer approval of a final tract map, the Planning Commission reviews the corresponding tentative tract map based on consistency with the City's General Plan, Subdivision Ordinance and Zoning Code. The tentative maps referenced in this staff report were either reviewed and approved by the Planning Commission, or are scheduled for Planning Commission review, as follows:

On August 18, 2011, the Planning Commission approved the underlying tentative map for Tract Map No. 17202 (Great Park Neighborhoods – Heritage Hills) by a vote of 5-0, with all members present.

On February 2, 2017, the Planning Commission approved the underlying tentative map for Tract Map Nos. 18012, 18013 and 18014 (Orchard Hills) by a vote of 4-1 (Commissioners Bartlett, Kuo, Nirschl and Smith voting in favor; Commissioner Duong abstaining).

The underlying tentative map for Tract Map No. 18095 (Cypress Village) is tentatively scheduled for a May 2017 Planning Commission Hearing. The staff review of the applicant's map submittal is contingent upon the Planning Commission consideration of the underlying tentative map.

### **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 tract maps listed below have been received and are either under review for consistency with the applicable City standards and corresponding Planning Commission tentative tract map conditions of approval, or have 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
Heritage Hills Irvine, LLC	17202	6-lot map	Irvine Boulevard and Chinon (Great Park Neighborhoods)	Pending Approval
Irvine Community Development Company, LLC	18012	76-lot map	Portola Parkway and Orchard Hills Drive (Orchard Hills)	Under Review
	18013	89-lot map	Portola Parkway and Orchard Hills Drive (Orchard Hills)	Under Review
	18014	75-lot map	Portola Parkway and Orchard Hills Drive (Orchard Hills)	Under Review
	18095	16-lot map	Ridge Valley and Great Park Boulevard (Cypress Village)	Under Review

**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**

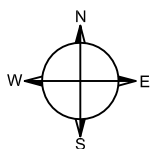
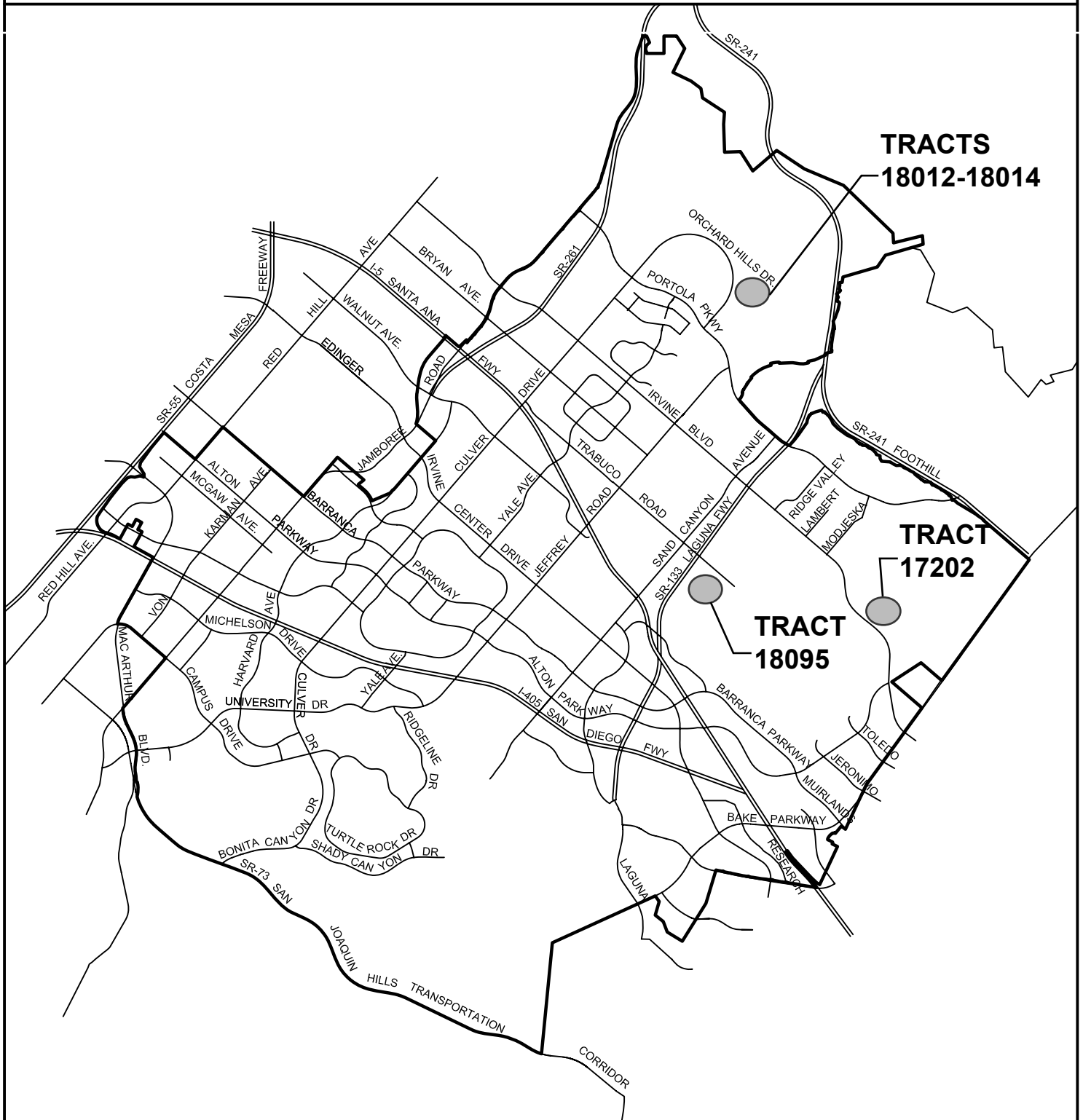
The administrative cost to the City for processing the maps is offset by developer fees paid by the applicant submitting the maps.

**REPORT PREPARED BY** Stacy DeLong, Associate Engineer

**ATTACHMENTS**

1. Vicinity Map
2. Site Map – Tract 17202 (Great Park Neighborhoods - Heritage Hills)
3. Site Map – Tracts 18012-18014 (Orchard Hills)
4. Site Map – Tract 18095 (Cypress Village)

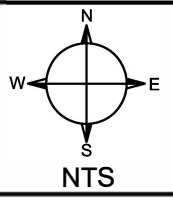
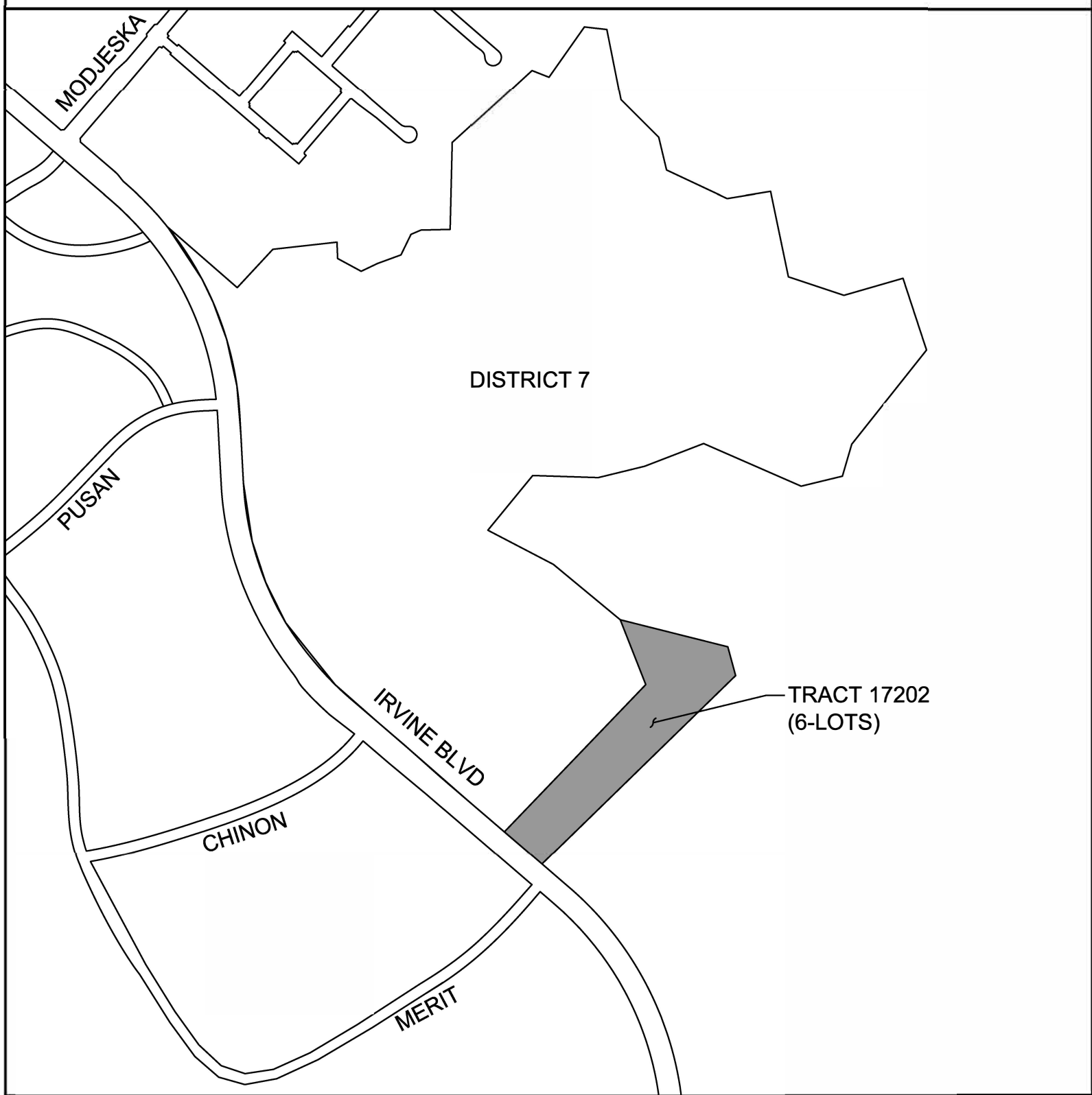
# FINAL TRACT MAP Nos. 17202, 18012, 18013, 18014 AND 18095



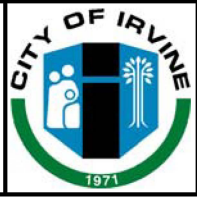
## VICINITY MAP



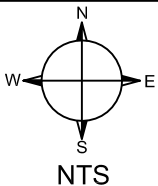
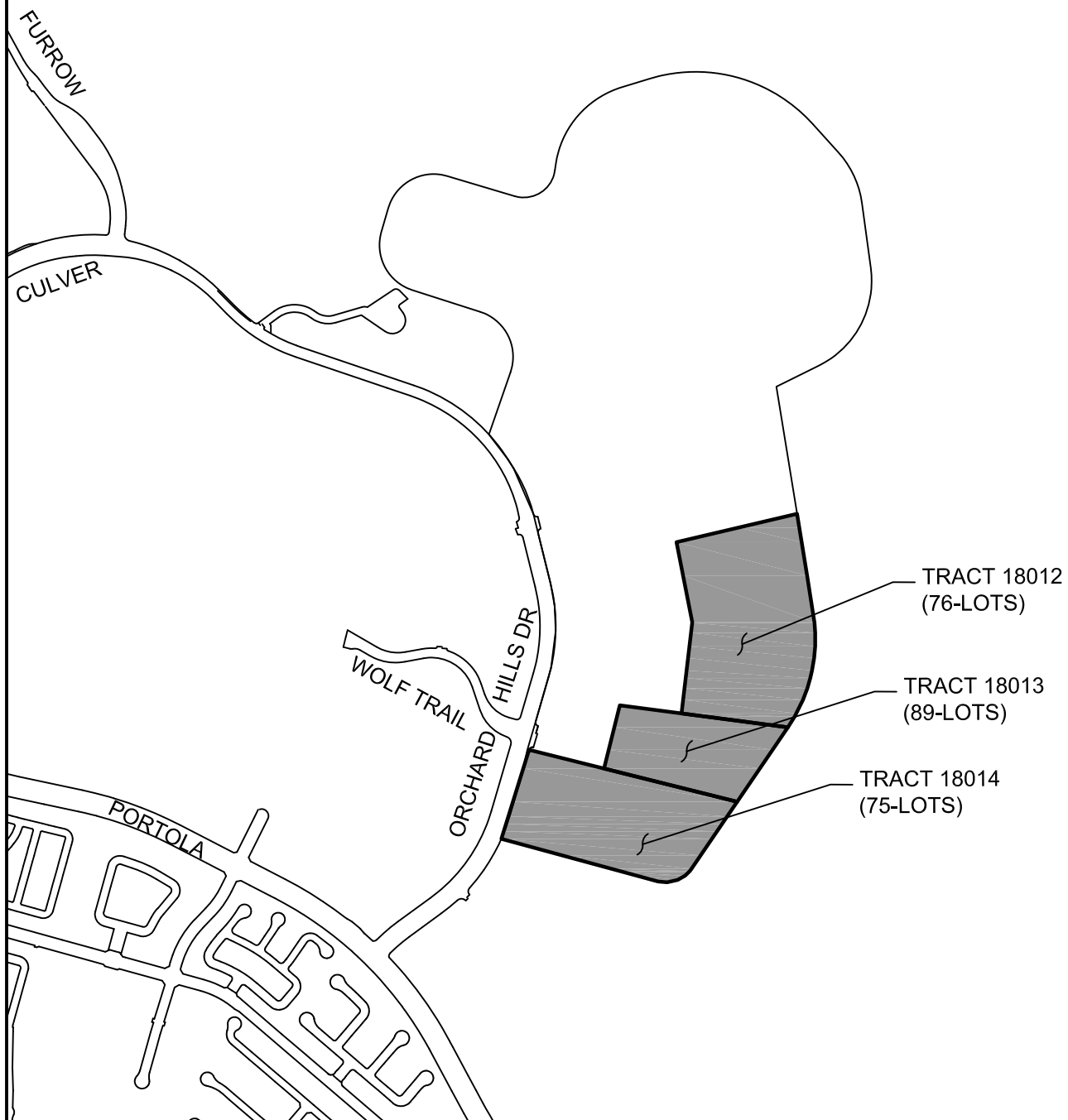
# FINAL TRACT MAP No. 17202 GREAT PARK NEIGHBORHOODS - HERITAGE HILLS



## SITE MAP



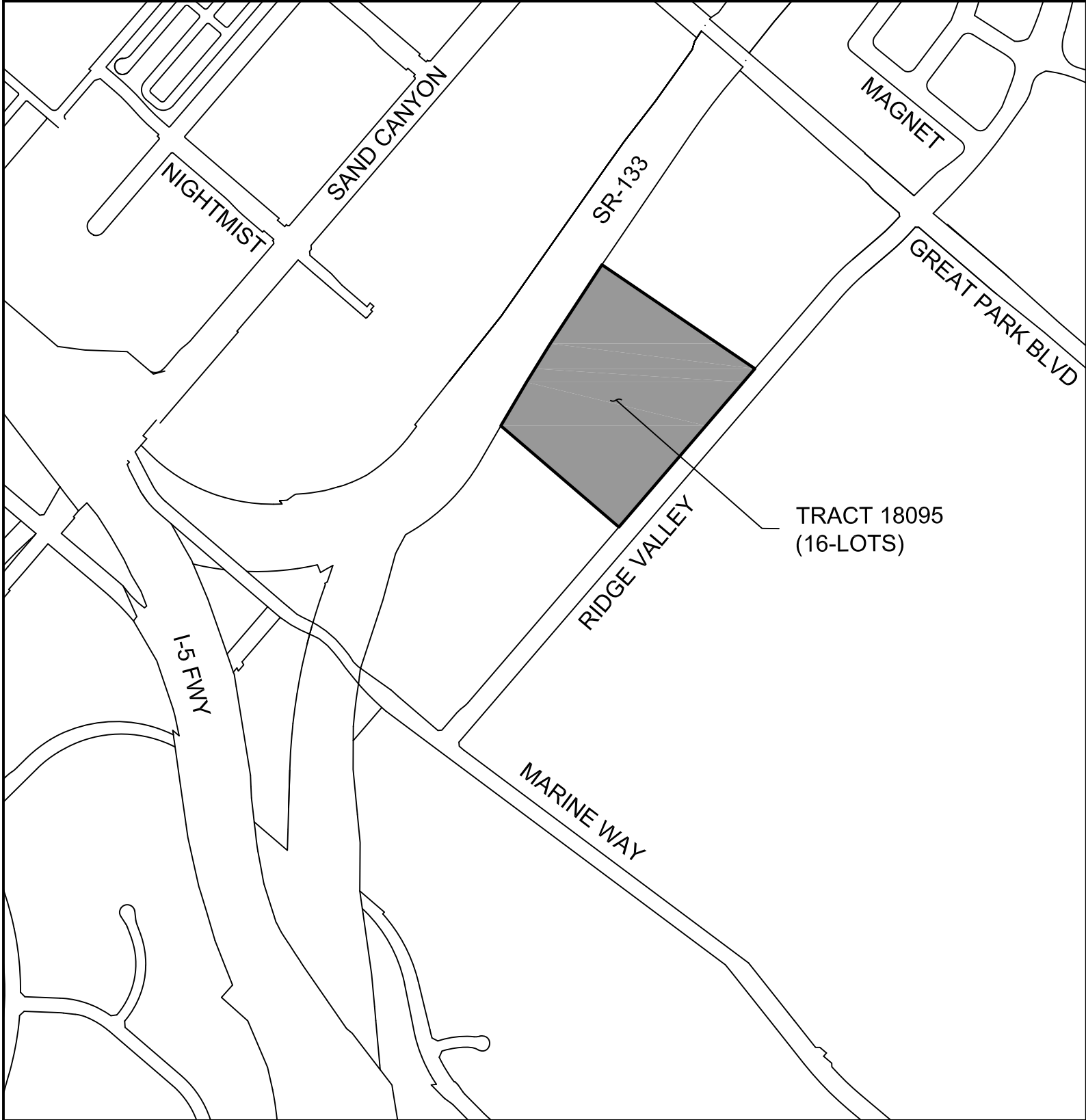
# FINAL TRACT MAP Nos. 18012-18014 ORCHARD HILLS



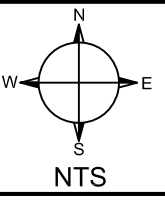
## SITE MAP



FINAL TRACT MAP No. 18095  
CYPRESS VILLAGE



TRACT 18095  
(16-LOTS)



**SITE MAP**



2.9




## REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:** APRIL 25, 2017

**TITLE:** BUDGET ALLOCATION FOR LEGAL SERVICES REIMBURSEMENT  
RECEIVED FROM WASTE MANAGEMENT

  
\_\_\_\_\_  
Director of Public Works

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

### RECOMMENDED ACTION

Approve a Budget Adjustment to receive revenue in the amount of \$127,145 and appropriate same to the Public Works operations budget for reimbursement of attorney services expenses associated with the development of a new franchise agreement with Waste Management of Orange County, Inc.

### EXECUTIVE SUMMARY

The subject budget adjustment will allocate funds received from Waste Management of Orange County, Inc. (Waste Management) as reimbursement for costs incurred by the City in developing a new franchise agreement with Waste Management for residential and village commercial waste and recycling collection services. The new franchise agreement, approved by the City Council on June 28, 2016, contains language for reimbursement of legal fees incurred by the City in connection with negotiating this agreement. Although the legal service expenses were incurred in the prior fiscal year, due to the timing of invoices, a portion of these expenses were processed against the current fiscal year budget and the department did not include an allocation for these expenditures with its FY 2016-17 budget for attorney services. On March 13, 2017, the City received \$127,145 from Waste Management as contemplated by the agreement and staff recommends allocating the same to the Public Works operations budget for legal services expenses incurred.

### COMMISSION/BOARD/COMMITTEE RECOMMENDATION

On April 17, 2017, the Finance Commission reviewed the proposed budget adjustment and voted 3-0-2 (Commissioners Stein, Dressler and Sievers voting yes; Commissioners Bartlett and Reyno absent) to recommend the City Council approve the staff recommendation.

### ALTERNATIVES CONSIDERED

The City Council may direct these funds to the City's General Fund unallocated fund balance. This alternative is not recommended because the franchise agreement approved by the City Council contemplated the reimbursement of expenses for legal services. Staff recommends allocating these funds to the Public Works operations

budget, where the expenses were disbursed, to cover costs already incurred by the City for such services.

**FINANCIAL IMPACT**

Approval of the recommended Budget Adjustment will allow the City to receive a one-time payment of \$127,145 for reimbursement of legal expenses incurred by the City. These funds are considered General Fund unanticipated revenue and will be allocated to the Public Works operations budget as reimbursement for legal costs related to processing the Franchise Agreement.

**REPORT PREPARED BY**            Jay Ponce, Senior Management Analyst

**ATTACHMENT**

1. Budget Adjustment Form





# CITY OF IRVINE BUDGET ADJUSTMENT REQUEST FORM

Department: Public Works  
 Requestor: Jay Ponce

Finance Comm. Date: April 17, 2017  
 City Council Date: April 25, 2017

**Approval Exception (A - O):** \_\_\_\_\_  
 (see Financial Policies - Budget Adjustment)

<i>Finance Use Only - Batch Record Number</i>	
GL	_____
JL	_____
Posting Date	_____
Posted by	_____ /date

Reason Code: \_\_\_\_\_

**Explanation for Request:**

To receive unanticipated revenue in the amount of \$ 127,145 and appropriate same to the Public Works operations budget for reimbursement of attorney services associated with the development of a new franchise agreement with Waste Management of Orange County, inc.

**Approvals:**

Department Approval	Date	Budget Office Approval	Date
Fiscal Services Approval	Date	City Manager Approval	Date

**REVENUES AND TRANSFERS-IN**

Fund #	Account Number				Amount
	GL		JL		
	Org Key	Object Code	Job Key	Object Code	Increase or (Decrease)
001	0150100399	3028			127,145
Subtotal					127,145

**EXPENDITURES AND TRANSFERS-OUT**

Fund #	Account Number				Amount
	GL		JL		
	Org Key	Object Code	Job Key	Object Code	Increase or (Decrease)
001	0150100399	4340	7171800956	4340	127,145.00
Subtotal					127,145.00

**CHANGE TO FUND BALANCE**

Fund #	Account Number				Amount
	GL		JL		
	Org Key	Object Code	Job Key	Object Code	Increase or (Decrease)
001	01 000 000 99	2001			127,145
Subtotal					127,145

No Change In Fund Balance

**2.10**

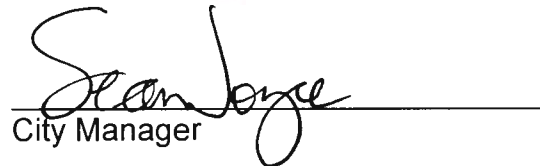


# REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:** April 25, 2017

**TITLE:** AT-LARGE COMMITTEE MEMBER APPOINTMENTS TO GREEN RIBBON ENVIRONMENTAL COMMITTEE

  
Assistant City Manager

  
City Manager

## RECOMMENDED ACTION

Appoint Ms. Salem Afeworki and Ms. Bemmy Maharramli to fill the two At-Large committee member vacancies on the Green Ribbon Environmental Committee.

## EXECUTIVE SUMMARY

The Green Ribbon Environmental Committee (Committee) is an advisory body to the City Council on policies related to energy, recycling and waste management, mobility, and open space and water issues. Per City Council direction, at its January 8, 2013 meeting, the Committee meets four times per year.

A public recruitment was conducted for two At-Large committee member vacancies. At-Large members are appointed by the City Council to serve two-year terms, and may be Irvine residents or business persons. City Council Resolution No. 12-04 directs staff to bring to the City Council for final approval its recommendations for the two At-Large appointed members. Ms. Afeworki and Ms. Maharramli are recommended to serve as Committee members because of their knowledge and familiarity with business and environmental issues. Candidate briefing packages for the two recommended appointees are presented as Attachment 1.

## ANALYSIS

The Green Ribbon Environmental Committee is comprised of 10 members:

- Two members of the City Council appointed by the City Council as non-voting members;
- One member of the Planning Commission appointed by the Planning Commission as a non-voting member;
- Five members, each appointed by a City Council member as voting members; and
- Two members appointed At-Large by the City Council as voting members.

The two City Council members appointed by the City Council are Mayor Pro Tempore Schott and Councilmember Fox. The members appointed by City Councilmembers include Norm Kisamov appointed by Mayor Wagner, Krishna Hammond appointed by Councilmember Fox, John Morton appointed by Councilmember Lalloway and Gang Chen appointed by Councilmember Shea. The remaining seats, at the time of printing this staff report, are vacant.

A recruitment process, described below, was conducted to identify candidates for the two At-Large vacancies on the Committee to be appointed by the City Council. In accordance with City Council Resolution No. 12-04 (Attachment 2, Resolution), staff recommendations are being brought to the City Council for final approval.

#### Selection Criteria

The Resolution outlines the Committee bylaws and defines the Committee functions, member roles and responsibilities, and the appointment of members. Section 2. d provides that appointees shall be chosen based on the following basis:

- i. Professional or civic expertise in an environmental field, including, but not limited to, planning, environmental sciences, health, law or related field;
- ii. Educational experience in an environmental field, including, but not limited to, planning, ecology, geology, hydrology, or related field; and
- iii. Demonstrated concern for, and the desire to improve, the status of natural resources and environment of the City of Irvine.

To further policy interests expressed by the City Council, staff also sought to identify potential candidates who demonstrated experience in balancing environmental interests with business friendly policies, and who would bring a diverse background to the Committee.

#### Public Recruitment Process

Per City Council Resolution No. 12-04, Section 2. a. ii, staff conducted a public recruitment requesting applications to fill the two At-Large Member seats of the Committee. The public recruitment was conducted from February 17 through March 17, 2017. The recruitment was advertised through the City's website, social media, a press release and an announcement to subscribers on the City's e-mail message system. The City received 15 applications for the two At-Large positions (Attachment 3).

#### Committee Candidate Selection

Based upon their qualifications, five applicants were interviewed by a panel of Environmental Programs staff. Two of the candidates, Ms. Afeworki and Ms. Maharramli, were invited for a second interview, and were determined to have met the selection criteria listed in Resolution No. 12-04 including having professional or civic expertise in an environmental field, educational experience in an environmental field and demonstrated concern for the environment. In addition, Ms. Afeworki and Ms. Maharramli have expressed a strong interest in using their experience to help Irvine balance environmental interests with business friendly policies.

Ms. Afeworki is the Founder and Project Director for Value Sustainability, a consulting firm whose mission is to build resilient communities and infrastructure by capitalizing on human innovation and resourcefulness. She holds a Bachelor's Degree in Communication and Master of Science degree in Environmental Management and Auditing from Universidad de Leon (Spain). Ms. Afeworki has experience working for consulting and engineering firms around the world on sustainability issues, and is currently working on resiliency planning and adaptation reporting for LA Metro. In her work with numerous governmental entities, many of the projects Ms. Afeworki delivered involved coordination with all stakeholders, internal and external.

Ms. Maharramli is a Ph.D. student at UC Irvine's School of Social Ecology, Department of Planning, Policy and Design. Her research is focused on the integration of ecosystem services in urban and regional settings to benefit natural and human well-being. She is interested in how open space is integrated into communities, and how universities can engage other urban sustainability partners. Prior to pursuing her doctorate, Ms. Maharramli worked for over ten years in the environmental and sustainable development arenas, with a focus on urban ecosystems and nature. This includes having worked for Conservation International as Manager of the Food Security Initiative, as well as with USAID and The Ocean Foundation.

Ms. Afeworki and Ms. Maharramli are recommended to the City Council for appointment to the Green Ribbon Environmental Committee based on their knowledge and familiarity with business and environmental issues, and the expertise they would bring to the Committee.

## **ALTERNATIVES CONSIDERED**

The City Council may choose to appoint other applicants in place of one or both of the two applicants, or request a new recruitment process be initiated.

## **FINANCIAL IMPACT**

Committee members are volunteers and there is no financial impact.

**REPORT PREPARED BY**                      Sona Coffee, Environmental Programs Administrator

## **ATTACHMENTS**

1. Green Ribbon Environmental Committee Briefing Packages for Ms. Afeworki and Ms. Maharramli
2. City Council Resolution No. 12-04
3. Green Ribbon Environmental Committee Applicant Summaries

## Salem Afeworki, LEED Green Associate, ENV SP

Program Director – Value Sustainability



### EDUCATION

Executive Certificate Climate Change Science and Solutions, MIT, 2016  
Certificate in Sustainable Environmental Management UC Berkeley, 2014  
MS, Environmental Management & Auditing, specialized in Renewable Energy, Universidad de Leon, Spain, 2011  
BA, Journalism and Communication, University of Asmara, Eritrea, 2006

### PROFESSIONAL AFFILIATION

American Society of Civil Engineers, Sustainability Committee Member  
ULI OC/IE Women Leadership Council & Young Leaders Member  
Coastal Resiliency Network California, The Natural Conservancy  
Airport Council International Sustainability Committee Member  
Beahrs Environmental Leadership, Alumni Group at UC Berkeley

Mrs. Afeworki has 11 years of experience providing sustainability, climate change and community engagement services for infrastructure, transportation, mining and energy clients. She is responsible for delivering projects against agreed scope, budget, schedule & customer expectations - doing this whilst supervising, directing & motivating teams of multi-discipline contractors & employees. She is an effective communicator and team leader skilled at ensuring that compliance, adherence to standards and impact targets are integrated as a fundamental part of successful projects. She possesses outstanding technical writing and interpersonal skills, and has served as supplier diversity liaison for Southern California, building lasting relationships diverse business partners. Her strength is in thinking outside the box and suggesting holistic approach to problem solving in planning, designing, construction, commissioning and operational phases of projects. She ensures high quality work is produced in a timely manner while operating in a fast paced work environment.

**LA Metro/TRC Solutions, Bus Division Energy Resiliency Site Analysis and Planning, CA. 2016** – Project Manager – Mrs. Afeworki is responsible for the development of a white paper on energy resiliency and disaster preparedness for Metro’s Bus Divisions. Scope of work includes interview with internal & external stakeholders, natural and man-made disasters/threat identification & vulnerability assessment, understand the expectation of mutual aid agencies and develop a resilience plan that includes cost estimation for recommended measures. She is also responsible for project budget management, communicating project progress and manages client expectations by ensuring the delivery of the highest quality service.

**NAVFAC SW, Post Award Construction Services (PCAS), 2016 Special Project ST2-02 Repair Runway 12/30 and ST1-04 Pavement Repairs Taxiways A-H Naval Air Facility El Centro, CA. 2016** – Assistant Project Manager/Engineering Support – Mrs. Afeworki excels in guiding the work of technical teams - articulated project goals and scope, translated business needs into technical terms and instilled shared accountability for achieving project milestones. She has resolved numerous project issues including staffing shortages, tactical matters, scope creep and divergent vendors and client’s needs. Focused teams on business objectives and tracked progress to ensure project milestones were completed on time, budget and quality.

**Port of Long Beach, Terminal Island Wye Track Realignment Project, Long Beach, CA. 2016** – Sustainable Design Manager – Mrs. Afeworki and her team are developing sustainability

management plan for the project. Her responsibilities include,

- Conduct initial sustainability workshop with key team members and appropriate Port staff to develop sustainability strategy checklist leading to goal identification and commitment.
- Conduct sustainability workshops after 15%, 50%, 100% and Final design submittals.
- Develop and finalize sustainability plan to be memorialized and tracked using the Port sustainability dashboard.
- Support Envision™ project submittal to Institute of Sustainable Infrastructure.

**FairTrade USA, International Stakeholder Summit, Berkeley, CA. 2016.** *Workshop Facilitator.* Mrs. Afeworki and her team facilitated the 2 days long summit to discuss and provide input on the Draft Agricultural Production Standards prior to public consultation. Over 90 participants, including producers, workers, buyers, non-governmental organizations and other experts from 20 countries attended the workshop. Her role included pre-summit interviews to selected stakeholders; facilitate the large and small discussions in English and Spanish. After the Summit, her team shared a summary of feedback, learnings, and how that information was incorporated into the revised Draft Standard. Fair Trade USA's goal is to ensure that the Standards are clear, facilitate auditing processes, and drive significant, positive impact for farmers and workers around the world.

**United States Agency for International Development (USAID Peru), Promoting Sustainable Low Carbon Climate Adaptation through Case Study Evaluation of the Rio Santa and Rio Inambari Watersheds. 2014 -** *Sustainability Expert and Local Climate Change Adaption Specialist.* Mrs. Afeworki locally led the development of the concept paper by bringing together climate change experts, glaciologist, social scientists and vulnerability experts from 5 countries in 3 continents. She was able to work internationally and deliver locally through detailed project planning and outstanding coordination with all the stakeholders. Through study of two watershed landscapes, the project identified synergies between climate resilience and mitigation actions that promote both adaptation and a low carbon economy. Specific aims of the study include:

- Improve climate driven disaster preparedness & capacity at national, regional/ community level.
- Engage local communities in climate adaptation actions and preparedness through resilience behaviors and maintaining cultural values.
- Support development of national policy that will facilitate the engagement of local communities to adapt to climate change and increase resilience capacity.
- Increase resilience to climate driven impacts on agricultural production, hydro generation and new developments including associated long-lived infrastructure.
- Develop appropriate tools to support regional climate adaptation policies and practices that underpin institutional strengthening and disaster resilience.

**Metro Santiago (South America's most extensive subway system), Corporate Sustainability Strategy. 2013 –** *Senior Sustainability Consultant.* South America's most extensive metro system with 5 lines, 108 stations and 64 miles of revenue service, hired KPMG to develop a corporate sustainability strategy for all its operations. Mrs. Afeworki and her team successfully developed a sustainability strategy for Metro Santiago that consists of environmental, community engagement, resource efficiency policies and guidelines. She evaluated the company's operational systems, revised existing Key Performance Indicators (KPIs), conducted site audits and inspections. Based on the outcome of the analysis, developed a roadmap on how to meet and exceed impact reduction targets on all projects. She also drove substantive changes in how internal review audits are conducted; resulting in vastly improved environmental compliance. As

part of the final report delivered, she suggested internal restructuring of staff reporting and documentation systems.

**Origin Energy** (*Australia's biggest energy utility company*), **Climate Change Risk Assessment for Aconcagua Cogeneration Project, Santiago de Chile, 2014** – *Local Project Lead*. Aconcagua Cogeneration Project, a 70:30 joint venture with the state owned oil and gas company for 77MW / 165MW gas fired Co-Generation facility with construction cost of 200M. As part of due diligence process, Mrs. Afeworki managed the Climate Change risk assessment following ISO 31000, the International Standard for Risk Assessment and Management the new Australian Standard for Climate Change Adaptation for Settlements and Infrastructure (AS 5334-2013). The objective of the assessment was to identify and mitigate future climate change related risks that might affect the Aconcagua Cogeneration project. The report she produced, included a study of current extreme climate conditions in the area and future projects using A2 & B2 climate modeling scenarios from IPCC reports. Climate change risks identified were crosschecked against Origin's Risk Toolkit & mitigation and adaptation measures were recommended. The study was later used for integrating climate risks in decision making ultimately increase the adaptive capacity of the project. The final report also included recommendations for resilience and climate change adaptation.

**BHP Billiton** (*leading global resources/mining company*), **Sustainability Report Assurance, 2012** – *Environmental/Sustainability Auditor*. Minera Escondida is the individual copper mining operation with the highest output in the world and it produces copper concentrate and copper cathodes. Her responsibility in this project was to verify and assure that the information and data presented in the sustainability report were reviewed taking into account the criteria set out in the Sustainability Reporting Guidelines of the Global Reporting Initiative (GRI) in their G3.1 version and the corresponding Mining and Metals Supplement. She also interviewed key BHP Billiton Chile personnel to evaluate the process of preparation of the BHP Billiton Chile Sustainability Report 2014, ensure business continuity and the definition of its content and the information systems used. Her team also assisted BHB Billiton's team with their global GHG inventory reporting using the ISO 14064-1:2006, a standard that includes requirements for the design, development, management, reporting and verification of an organization's GHG inventory.

**VTR GlobalCom SpA** (*subsidiary of Liberty International*), **Sustainability Auditing, 2012** – *Lead Sustainability Auditor*. Mrs. Afeworki ensured that the report fully describes VTR's economic, social and environmental performance during 2011, and is delivered on time. To improve the report's quality, her team recommended the improvement of internal control procedures to reduce data imprecisions, and transforming the data gathered for the report into a permanent management tool.

**ENDESA S.A** (*Subsidiary of Enel Group, multi-national power company and leading player in the world's power and gas markets*). **Sustainability Report Verification and Auditing, 2011** – *Environmental/Sustainability Auditor*. Endesa operates in 5 countries with nearly 17 GW of installed capacity from thermal, hydro and other renewable power plants and serves 14.6 million customers. Mrs. Afeworki was responsible for the verification of the data presented in the sustainability report on the basis of back-up documentation provided by Endesa. She analyzed the processes for the gathering and internal control of the quantitative data reflected in the report.

**Tinguiririca Energia** (*Chilean hydroelectric power company*), **Sustainability and Environmental Reports, 2010** – *Environmental Consultant*. Built at a cost of approximately US\$ 600 million. the two stations generate more than 310 MW to the country's Interconnected



Central System), enough to supply energy to more than 800,000 homes. Mrs. Afeworki prepared the sustainability report for Tinguiririca Energia that highlighted the environmental, social and economic benefits of its operations. Additionally, she helped with environmental permits, compliance reporting and gathered data for United Nations Clean Development Mechanism (CDM). CDM allows emission-reduction projects in developing countries to earn certified emission reduction (CER) credits, each equivalent to one tonne of CO<sub>2</sub>. This helped the firm qualify for International Financial Corporation (IFC) fund to co-finance the project.

### **Specialized Trainings**

- “LA Small Business Academy”, City of Los Angeles (LADWP, LADPW, LAWA and POLA) sponsored program, at University of Southern California (USC), 2016
- “Understanding Climate Change”, YALI, US Department of State, 2015
- “Green Industry: Pathways towards the Industry of the Future”, United Nations Industrial Development Organization (UNIDO), Budapest Hungary, 2013
- “International Business Strategies”, GIZ German Federal Ministry for Economic Cooperation, 2013
- “Negotiating Climate Change: from Durban and Beyond”, United Nations Institute for Training and Research (UNITAR), 2012
- “Sustainable Urban Development” – Universidad Complutense de Madrid, Spain, 2010

### **Fellowships**

- Local Pathways Fellow 2017 – United Nations Sustainable Development Solutions Network – Youth Initiative (SDSN Youth)
- Subject Matter Expert, Resilience Dialogues – U.S Global Change Research Program (USGCRP) and the American Geophysical Union’s Thriving Earth Exchange
- 2016 Emerging Leader at the Atlantic Dialogues, Marrakech - The German Marshall Fund of the United States (GMF) and OCP Policy Center funded program
- 2016 Climate Adaptation Fellow, Emergent Leaders in Environmental and Energy Policy Network (ELEEP) – the Atlantic Council and Ecologic Institute program funded by European Union (EU)
- MIT Climate CoLab and World Bank, Energy Efficiency Contest 2015
- MIT Climate CoLab, Adaptation to Climate Change Contest, 2014

### **Publication**

- “Climate Change: The Least Understood Global Challenge of the 21st Century”, published at Atlantic Expedition, a project of Altantische Initiative, Germany 2016.
- “Climate Change and Water: a Challenge to the Sustainability and Social License of Mining Operations”, published and presented at Water in Mining Conference 2014
- “Taking the lead, why Integrated thinking is a key to sustainable business”, Australian Chamber of Commerce Magazine.

### **Awards/Honors**

- Certificate of Recognition, County of Orange for 2016 Engineering Award
- 2016 Urban Land Institute Orange County/ Inland Empire Emergent Leadership Award for the category of Engineering
- Jacobs Future Team Leader, UNIDO, UNITAR, Universidad de Complutense de Madrid

### **Poster Presentation**

- Climate Change Adaptation Program, Peru at UC Berkeley Leadership Program, 2014

### **Educational Campaigns and Climate Change Events**

- Jacobs Engineering, - Small businesses outreach event – Los Angeles, 2015
- KPMG – Climate change week organizer, 2011-2012
- 350. Org – Campaign Manager, National Reforestation Program in Chile, 2008-2011

## Biography – for Salem Afeworki

I possess 12+ years of work experience in multidisciplinary and multiracial setting in the United States, Europe, South America and Africa. I'm proud citizen of the world who is passionate about sustainability, climate change, renewable energy technologies and local communities empowerment. I believe the private sector and civil society play a major role in leading the change we want to see in "business as usual", and organized & empowered communities can influence policy makers to adopt a better, more efficient, equitable and sustainable framework for development.

As a sustainable business and climate change activist, I have planned and executed multiple research, presentations & community outreach events – including as 2016 Climate Adaptation Fellow for Emerging Leaders in Environmental and Energy policy (ELEEP): <http://eleep.eu/salem-afeworki> and as a Global Emerging Leader at the 2016 Atlantic Dialogues in Marrakesh. <http://www.atlanticdialogues.org/biographies-emerging-leaders-2016/>. I was awarded the 2016 Urban Land Institute Orange County/Inland Empire (ULI OC/IE) Emergent Leadership Award for Engineering and received a Certificate of Recognition by Orange County Third District Supervisor Todd Spitzer.

I am also the Founder & Project Director for Value Sustainability, a consulting firm whose mission to build resilient communities and infrastructure by capitalizing on human innovation and resourcefulness. <https://valuesustainability.com/who-we-are/>. I am an excellent communicator and speak four languages (English, Spanish, Amharic and Tigrinya) fluently. I hold a BA in Communication and MSc in Environmental Management & Auditing from Universidad de Leon (Spain). I have completed various professional and leadership programs with Massachusetts Institute of Technology (MIT), University of Southern California (USC) and the University of California at Berkeley (UCB). I am an active member of various industry groups in the United States, including the American Society for Civil Engineers (ASCE- local & national), Urban Land Institute (ULI-OC), and Women in Transportation Seminar (WTS-OC). Voluntary work experience and references can be found at: <https://www.linkedin.com/in/sa279>

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SALEM AFEWORKI, LEED Green Associate, ENV SP  
Program Director

VALUE SUSTAINABILITY

[REDACTED]

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[valuesustainability.com](http://valuesustainability.com)

<https://www.linkedin.com/in/sa279>

# Biography: Bemmy Maharramli



Bemmy Maharramli is a Ph.D. student at UC Irvine’s School of Social Ecology, Department of Planning, Policy and Design. Her research is action oriented, focused on the integration of ecosystem services in urban and regional settings to benefit natural and human well-being. She also has a Master of Environmental Science and Master of Public Affairs from Indiana University, Bloomington, School of Public and Environmental Affairs.

Bemmy is also interested in sustainable food systems in urban environments as a means of improving local food security and ecosystem function, having over 10 years of experience in the environment and development arena. She recently worked at Conservation International as Manager of the Food Security Initiative as well as with USAID, The Ocean Foundation, and the newly published *Solutions from the Land (SFL) Pathways Report* entitled, “Developing a New Vision for United States Agriculture, Forestry and Conservation.” In addition to the recent release, this CUSA researcher and aspiring graduate student had time to divulge some of her deeper drives and motives with the center.

**Qualification Summary**

Over ten years of high-quality performance in the environmental and sustainable development arena as a practitioner and now transitioning to a career in academia. I have demonstrated skills in project/program management and applied, participatory research both in the United States and internationally. My research focuses on urban ecosystems and nature, and how to create policies and management practices that better integrates nature in cities and creates more synergy between human wellbeing and healthy ecosystems.

**EDUCATION:**

**Doctoral Candidate, Planning, Policy and Design** Fall 2013-Present

Research Associate, Center for Unconventional Security Affairs  
School of Social Ecology, University of California, Irvine

- Editor, Environmental Studies Section Newsletter of the International Studies Association
- Invited Lecture on Benefits of Nature in Cities, UCI Environmental Psychology Course: Aug. 24, 2016
- U.S. Panelist for the 8th Annual Meeting of the US-China Eco-Partnership on Wetlands: Dec. 8, 2014
- Invited Lecture, University of San Diego Environment and Ocean Sciences Food for Life Talk: Nov. 11, 2014
- Invited Lecture at California State Long Beach, Global Citizens Course: November 6 and 10, 2014
- Invited Lecture on Climate Change Adaptation, UCI Earth System Science, Introduction to Global Climate Change Course: August 29, 2014
- Newkirk Center for Science and Society Fellow: 2014-2015

**Master of Environmental Science (MSES) - Concentration in Applied Ecology** May 2006  
School of Public and Environmental Affairs, Indiana University, Bloomington, IN

**Master of Public Affairs (MPA) - Specialized Concentration in Environmental Policy** May 2006  
School of Public and Environmental Affairs, Indiana University, Bloomington, IN

**Bachelor of Arts (BA) - Environmental Studies w/a Minor in International Relations** May 2002  
University of San Diego, San Diego, CA

**PUBLICATIONS**

- Book Editor, Peer-Reviewed: Matthew et al. Introduction to the Social Ecology of the Anthropocene. Matthew et al. (Ed.) The Social Ecology of the Anthropocene. World Scientific Publishing. Imperial College Press.
- Book Chapter, Peer-Reviewed: Maharramli, B. Cities as a Transformative Nexus. Matthew et al. (Ed.). The Social Ecology of the Anthropocene. World Scientific Publishing. Imperial College Press.

**EXPERIENCE**

**Manager, Food Security Initiative** Sept. 2009-April 2012

**Conservation International - Washington, DC**

- Prepared the institutional food security (FS) strategy, including writing key elements of the strategy, conducting research, managing the institutional team and engaging broader consultation during development of the strategy

- Designed and helped lead the CI Africa and Madagascar FS Strategy Consultation Workshop in Johannesburg, South Africa: March 2011
- Managed FS programmatic and financial processes, such as budgeting, financial monitoring and reporting
- Strategically contributed to fundraising efforts for the FS Initiative, including scoping and timely response to funding opportunities, coordination with internal teams and assistance in donor stewardship
- CI Project Lead for the Africa Biodiversity Collaborative Group's (ABCG) FS Working Group, including co-author of a report entitled, "*Finding Optimal Trade-offs between Food Security and Conservation in Africa*": November 2011
- Developed, updated and maintained promotional/information resources (e.g. factsheets) to be shared with internal and external audiences
- Represented the FS Initiative at internal and external meetings and partnerships, including giving presentations, such as:
  - Participated in the Access and Benefit Sharing Workshop: Opportunities and Challenges for the Future: Washington, DC: October 2011
  - Presented on behalf of CI at the Africa Biodiversity Collaborative Group Brown Bag Presentation on FS and Conservation, Washington, DC: September 2011
  - Participated in the Rights-Based Approach for the Leadership Group and Global Initiative Leads: April 2011
  - Facilitated the Rights-Based Fisheries Management Session at the CI Annual Seascapes Workshop, Caravelas, Brazil: March 2011
  - Served as an Expert Panel Presenter in the National Model United Nations Conference, Conserving Nature for Climate Security: How Sustainable Land and Natural Resource Management Promotes Climate Change Mitigation and Adaptation Seminar: March 2010

***Project Management Specialist***

Aug. 2008-May 2009

**US Agency for International Development (USAID) - Baku, Azerbaijan**

- Activity Manager for an Environmental and Institutional Reform Assessment for the Ministry of Ecology and Natural Resources, managing all aspects of the project, including design and scope of work and request for proposal, selection of the implementing partner, and providing guidance and serving as coordinator during the entire assessment process
- Activity Manager for the USAID/Azerbaijan Avian Influenza Portfolio (three projects), including working with partners to plan, implement and monitor their project implementation
- Prepared briefing documents, talking points, scene setters, success stories and communication materials for project-related events and high-level U.S. government official visits to Azerbaijan
- Worked with other donors to improve donor coordination and effectively leverage Avian Influenza project efforts
- Coordinated and developed USAID reporting documents for the health portfolio of USAID/ Azerbaijan, such as the Performance Plan and Report, Portfolio Review, Annual Activity Reports and Operation Plan
- Served as a liaison with the USAID Avian Influenza Unit in Washington, DC
- Key USAID trainings:
  - USAID Initial Environmental Examination (IEE) Training Refresher: April 2009
  - USAID Global Development Alliance Workshop: January 2009
  - USAID Programming for Foreign Assistance Training: September-October 2008

**Assistant Professor, School of Economics and Management** Feb. 2008-June 2008  
**Khazar University** - Baku, Azerbaijan

- Developed the curriculum for a new course entitled, “*Sustainable Development and Integrated Management*” for graduate and upperclass students
- Instructed course entitled, “*Sustainable Development and Integrated Management*”

**Program Officer** Sept. 2006-Feb. 2008

**The Ocean Foundation** - Washington, DC/Baku, Azerbaijan

- Managed marine grantees, including coordinating the grant application review process, overseeing the grantee database, and provided guidance and communicated with grantees
- Monitored and evaluated marine projects, including the review of grantee reports
- Developed marine-related proposals, including writing grant proposals and preparing budgets
- Worked on donor management, communicating with potential and current donors and writing donor reports
- Coordinated strategic plan development for key Ocean Funds
- Coordinated important meetings and events, including board meetings, donor events, etc.
- Researched and wrote the report entitled, “*Marine Conservation Report: Caspian Sea, Azerbaijan: An Assessment of Potential Opportunities and Challenges*” on behalf of The Ocean Foundation

**Graduate Intern - International Program** May 2006-Sept. 2006

**Environmental Defense Fund** - Washington, DC

- Conducted an in-depth policy analysis of the environmental safeguard policies of the Asian Development Bank
- Conducted extensive policy research on other multilateral development banks, such as the World Bank and the Inter-American Development Bank
- Engaged in research on extractive resources, with a focus on hydrocarbons, related to the social and environmental policies of development projects
- Engaged in research on private banks and The Equator Principles

**Grad. Asst. - Dr. Rhodes Assoc. VP for Acad. Support & Diversity** Sept 2004-May 2006  
Indiana University, Bloomington, IN

- Conducted research related to environmental justice that contributed to the book entitled, “*Environmental Justice in America: A New Paradigm*” by Dr. Edwardo Lao Rhodes
- Engaged in the project design and implementation of an IU education program in NW IN
- Served as a Teaching Assistant for a graduate level policy capstone course
- Coordinated the evaluation process for two ASD programs
- Prepared official presentations for two ASD programs for senior university management

## **CONSULTANCIES**

**Regional Consultant, Ecosystem-Based Adaptation Project** April-May 2013

**World Wide Fund for Nature (WWF), Greater Mekong** - Bangkok, Thailand

- Reviewed and synthesized existing materials, draft literature review and framework for a joint WWF and World Bank project entitled, “*Strengthening Community and Ecosystem Resilience Against Climate Change Impacts: Developing a Framework for Ecosystem-Based Adaptation with Case Studies in Laos and Vietnam*”
- Produced a literature review report and annotated bibliography on ecosystem-based adaptation and social-ecological systems

***Consultant for the British Council***

June 2008

**British Council - Baku, Azerbaijan**

- Developed and presented a workshop on behalf of the British Council entitled, “Our Environment and the Community: What You Can Do”, which focused on increasing public awareness of ecological problems in Azerbaijan and how positive action can be taken

**ACTIVITIES/HONORS**

- U.S. Embassy Baku Extra Mile Award for Exemplary Service and Extraordinary Effort: March 17, 2009
- Created and led a Sustainable Development Study Group: Sept. 2008-May 2009
- Education Opportunity Fellowship: Aug. 2003-May 2005
- Environmental Management Association, Executive Committee Member: Jan. 2004-May 2005
- Hispanic Scholarship Fund/Lilly Endowment Inc/Society of Hispanic Professional Engineers Scholar: Sept. 2003-Aug. 2004
- University of San Diego 2002 Environmental Studies Outstanding Scholar
- University of San Diego Presidential Scholarship Award: Aug. 1998-May 2002
- American Field Service Scholarship for volunteer work in Costa Rica: June - Aug. 1997

**SKILLS**

- Computer: Microsoft Office (Word, Excel, PowerPoint), MacBook Pro (Pages, Numbers, Keynote), Stata Data Analysis and Statistic Software (intermediate), GIS (intermediate)
- Languages: English (native); Spanish (advanced); Azerbaijani (advanced)

CITY COUNCIL RESOLUTION NO. 12-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
IRVINE OUTLINING THE POWERS, DUTIES AND  
BYLAWS OF THE IRVINE GREEN RIBBON  
ENVIRONMENTAL COMMITTEE

WHEREAS, The City Council of the City of Irvine DOES HEREBY RESOLVE as follows:

SECTION 1. CREATION – The Irvine Green Ribbon Environmental Committee (Committee) is established as an advisory body to the City Council.

- a. Roles and Responsibilities – As an advisory body:
  - i. The Committee shall advise the City Council on sustainability policies related to energy, recycling and waste management, mobility, open space and water issues.
  - ii. Each member of the Committee shall serve in a voluntary capacity and receive no compensation for such services.
  - iii. The Committee's scope shall not extend to matters which are otherwise within the jurisdiction of the City Council or Planning Commission, including 1) the adequacy or certification of any environmental documents; 2) the design, planning or construction of municipal or commercial development or rehabilitation projects; etc.
  
- b. Committee's Duties – The Committee's duties shall include:
  - i. Make recommendations to the City Council on sustainability policies and programs related to energy, recycling and waste management, mobility, open space and water issues;
  - ii. Advise the City Council in the review of sustainability programs or projects the City is proposing; and
  - iii. Prepare a Work Plan outlining the focus for the Committee for review and approval by the City Council every two years. This will occur at the first Committee meeting every two years.

SECTION 2. MEMBERSHIP – The Committee will be comprised of ten members. The Committee will include seven (7) voting members and three (3) non-voting members, consisting of the following:

- a. Appointment of Voting Members – The Committee will include seven (7) voting members, consisting of the following:
  - i. Five (5) Council-Appointed Members – Each City Councilmember will appoint one member to the Committee.



- ii. Two (2) At-Large Appointed Members – A public recruitment will be conducted by City staff in odd numbered years, requesting applications to fill the two At-large members of the Committee. Staff recommendations will be brought to the City Council for final approval of the two At-Large appointed members.
- b. Appointment of Non-Voting Members – The Committee will include three (3) non-voting members, consisting of the following:
  - i. Two members of the City Council (to be appointed by the City Council)
  - ii. One member of the Planning Commission (to be appointed by the Planning Commission)
- c. Terms – Council appointed members shall serve at the pleasure of their respective appointing City Councilmember. At-Large appointed members shall be appointed by the City Council to serve two-year terms.
- d. Selection Guidelines – Appointees may be Irvine residents or business persons and shall be chosen based on the following basis:
  - i. Professional or civic expertise in an environmental field, including, but not limited to, planning, environmental sciences, health, law or related field;
  - ii. Educational experience in an environmental field, including, but not limited to, planning, ecology, geology, hydrology, or related field; and
  - iii. Demonstrated concern for, and the desire to improve, the status of natural resources and environment of the City of Irvine.
- e. Resignations – Whenever a member desires to resign from the Committee, he or she shall inform the Chairperson in writing.
- f. Vacancies – In the event a vacancy is created, it shall immediately be filled by the same method by which the member was appointed.

SECTION 3. LEADERSHIP AND STAFF – The Committee shall have the constituted offices of Chairperson and Vice Chairperson.

- a. Election – The Committee will elect officers at its first meeting, and annually at the first meeting of each calendar year thereafter.
- b. Duties of Chairperson – The Chairperson shall maintain the general supervision, direction and control of the Committee meetings. The Chairperson shall preside at all meetings of the Committee, receive requests for agenda items from Committee members, represent and speak on the behalf of the Committee at City Council meetings, and shall have the power to appoint subcommittees of the Committee and subcommittee Chairpersons as necessary and receive reports of the subcommittee’s activities.

- c. Duties of Vice Chairperson – The Vice Chairperson shall act in the absence of the Chairperson, perform all the duties of the Chairperson, and in so acting, shall have all the powers of the Chairperson.
- d. Duties of Committee Staff – Committee staff from the Community Services Department shall be responsible for the following:
  - i. Creating Committee agendas, staff reports and presentations;
  - ii. Answering Committee member questions and providing email updates on pertinent information;
  - iii. Facilitating Committee and Subcommittee development of sustainability policy or project proposals, recommendations and options related to energy, recycling and waste management, mobility, open space and water issues; and
  - iv. Facilitating the annual Work Plan process.

SECTION 4. MEETINGS – The Committee shall meet regularly on a bimonthly schedule, on a day and time and place to be determined and fixed by the Committee and in accordance with the Ralph M. Brown Act.


- a. Regular Meetings – The Committee shall meet on the fourth Thursday every other month (January, March, May, July, September, and November) at University Park Community Center. Committee meetings will be held from 4:30 – 6:30 p.m.
- b. Special Meetings – Additional noticed meetings may be scheduled as necessary.
- c. Public participation – All meetings shall be open to the public and members of the public are encouraged to participate.
- d. Noticing – Agendas of the Committee shall be posted as required by the laws of the State of California to meet Brown Act requirements. Regular minutes of each meeting shall be maintained by the Secretary of the Committee.
- e. Quorums – A majority of the voting members of the Committee shall constitute a quorum.
- f. Voting – All decisions will require a majority vote of the seven voting members of the Committee.
- g. Absences – Absences shall be reported to the Chairperson at least 24 hours prior to the scheduled meeting. If a committee member misses two consecutive meetings, the Chair of the Committee shall contact the absentee member and make a determination whether or not the absence is excused. If the Chair determines the absence is unexcused or unjustified, the Chair shall contact the

appointing City Councilmember, or City Council in the instance of a Member-at-Large absence, and notify them that the committee recommends removal of the member. The recommendation will then be brought before the Committee for approval.


SECTION 5. SUBCOMMITTEES – The Committee Chair has the power to appoint subcommittees of the Committee and subcommittee chairpersons as necessary and receive reports of the subcommittee’s activities.

- a. Work Plan Subcommittee’s Duties – The Work Plan Subcommittee’s duties shall include:
  - i. Prepare a Work Plan outlining the focus for the Committee for review and approval by the City Council every two years. This will occur at the second Committee meeting every two years.
  - ii. Annual review of Committee Work Plan to identify progress, explore new actions and make recommendations to the Committee for new additions to the Work Plan.
  - iii. Staff maintains the master Work Plan on behalf of the Committee.
  
- b. Other Subcommittee’s Duties
  - i. Make recommendations to Committee on sustainability policies or projects related to energy, recycling and waste management, mobility, open space and water issues.
  - ii. Meet with community stakeholders to receive ideas and input for sustainability policies and projects.
  - iii. Work with staff to explore policy and project opportunities, options, partnerships, education and outreach.
  - iv. Prepare written reports or presentations to the Committee as appropriate.

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the 10<sup>th</sup> day of January, 2012.

  
\_\_\_\_\_  
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, SHARIE APODACA, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing resolution was duly adopted at regular meeting of the City Council of the City of Irvine, held on the 10<sup>th</sup> day of January, 2012.

AYES: 5 COUNCILMEMBERS: Agran, Choi, Krom, Lalloway and Kang

NOES: 0 COUNCILMEMBERS: None

ABSENT: 0 COUNCILMEMBERS: None

  
\_\_\_\_\_  
CITY CLERK OF THE CITY OF IRVINE

## Green Ribbon Environmental Committee Applicant Summaries

**Mr. Zachary Flati** holds a Juris Doctorate degree from the University of San Diego School of Law, and a Bachelor of Arts degree in Political Science from the University of San Diego. His experience includes clerking for the San Diego Affairs Board, being Editor-in-Chief of the San Diego Journal of Climate & Energy Law, being Event Chair for the American Cancer Society and being involved in Boy Scouts of America. He has authored articles addressing environmental and energy regulations with different business communities. As a part of his four years within student government, Mr. Flati collaborated with various cities to host Relay for Life, a large fund-raising event that helps raise funds for Cancer.

**Mr. Bhagwan Goyal** is a 38-year resident of the City of Irvine. He is an active member of the community and attends several different City Hall meetings. He has been the Vice President of the Kenwood Community Association HOA since 2005, and was the Director of the Centerview Woodbridge Association for seven years. Mr Goyal was also a member of the Institute of Electrical and Electronics Engineers (IEEE) for 26 years, and received a degree in Electrical Engineering from Agra State University.

**Mr. Cal Hibrawi's** experience includes Civil Structural Engineering, Environmental Compliance, Contracting and Governmental/Public Relations. He has served on the City's Community Services Commission, Green Ribbon Environmental Committee and is involved in several City programs and Seniors' Committees. He currently provides consulting services to overseas companies and works with historical building restoration. During his career with Aramco Oil Company, he implemented the company's Conservation Policy and advanced their environmental awareness program. Mr. Hibrawi obtained a Master of Science in Civil Engineering degree from the University of Akron. He is interested in engaging the public in programs to improve energy efficiency and renewables, and would like to optimize existing environmental awareness efforts in the City.

**Mr. Vishal Jhaveri** has Bachelor of Arts degrees in Business Administration, Communications, and Marketing. He also attended New York University for Music Business. Mr. Jhaveri was an entertainment manager for the Indian Film Festival of Los Angeles for four years, and a Regional Representative for Young Jains of America, a

non-profit religious organization. He has more than a decade of experience in campaign development, project management, creative operations, and implementing progressive outreach efforts.

**Dr. Bob Johnson** is an Irvine resident with a background in natural resources and planning. He has a Bachelor's degree in Natural Resources from Oregon State University, and a Master's degree and PhD in Environmental Planning from the University of Arizona. He worked for the City of Irvine as the Community Development Director, was a Managing Director at the California Energy Commission, and served as the Assistant City Manager and City Manager for the City of Temecula. He currently volunteers with the Crystal Cove State Park and is a founding member of Non-Toxic Irvine, a local group that seeks to eliminate the use of toxic pesticides. He is interested in seeing the City continue to expand the use of solar technology and develop a sustainability plan.

**Mr. Kyle Kinstedt** is an Electrical Engineer for Tetra Tech, where he works primarily with Southern California water districts, designing water and wastewater projects. He attended the University of Michigan, where he earned a Bachelor of Science degree in Electrical Engineering. He has been a member of the Institute of Electrical and Electronics Engineers (IEEE) since 2010. Mr. Kinstedt served in the United States Navy as an Engineering Officer from 2001-2015.

**Mr. Tom Mason** has a Master of Business Administration degree from the University of California, Irvine and a Bachelor of Arts degree in Psychology from the University of California, Santa Cruz. He also has numerous Environmental Real Estate certificates, as well as an Environmental Assessment and Remediation certificate from the University of California Extension. He has experience with service to local, state, and national communities. Most recently, he served as a docent at the last two Solar Decathlons held on the Great Park grounds. He is also a member of various Church groups, to which he volunteers his time.

**Mr. Michael McGovern** is an Irvine resident of over 20 years. He is the Vice President of the Board of Directors for the Osher Lifelong Learning Institute, at UC Irvine and has been a fellow ASCE for the AM Society of Civil Engineers, since 1976. Currently a Business Major at Claremont Graduate School, he holds a Master of Science degree in

Civil Engineering, from Loyola Marymount University and an associate's degree in Engineering from Los Angeles La Pierce College. As an advocate for open space, trails, and parks as part of Irvine's development, Mr. McGovern values open space and uses the bike trails regularly.

**Ms. Deyanira Nevarez Martinez** is a PhD student and teaching assistant at UC Irvine. She has a master's degree in Geographic Information Systems and Technology from the University of Arizona. During her time with the City of Tucson's Human Relations Commission, she served as chair and treasurer. She also served as chair, vice-chair, and secretary for Las Adelitas Arizona, an organization that assists and motivates Latin women in Arizona to grow and be involved in politics. From 2009-2015, Ms. Nevarez Martinez held the role of secretary for the Arizona List, one of the largest financial resources for pro-choice Democratic women candidates.

**Mr. Richard Prince** is a Graduate Researcher at the University of California, Irvine. He is currently working towards his PhD in Biomedical Engineering at UCI, and holds a bachelor's degree in Science Policy and Physics, from the University of Tennessee. He has been involved in several organizations, including the National Society of Physics Students, the National Science Policy Group, and Associated Graduate Students at UCI. Mr. Prince has experience doing research on wind technology implementation and policy for the western region of Tennessee. He was a consultant for the Arts & Cultural Alliance of Knoxville, TN, as well as the Planetary Society of Pasadena, CA.

**Ms. Courtney Santos** has professional experience in a wide-array of writing and presentation styles. She has a Master of Fine Arts degree in Creative Writing from the University of California, Riverside, and a Bachelor of Arts degree from the University of California, Irvine. She has held various roles as an employee within the UC system, in Irvine. Ms. Santos is also part of the National Association of Fellowship Advisors and the Libertarian Party of Orange County. In 2016 she ran for City Council and received 6,758 votes. During her free time she is a long-time public transit user, an avid hiker, and a gardener.

**Ms. Kim Tran** has been a research attorney for the Los Angeles Superior Court since 2004. She is currently one of two research attorneys who handle CEQA (California Environmental Quality Act) litigation at this location, and has served as a temporary

judge there for over two years. She is a member of various Bar associations, including: VABASC, OCBA, OCAABA, and APABA. Ms. Tran served as an attorney judge for the Constitutional Rights Foundation in 2016, and was an attorney coach from 2005-2007. Ms. Kim Tran has a Juris Doctorate's degree from Loyola Law School, and Bachelor of Arts degrees in English and Political Science from the University of California, Los Angeles.

**Mr. Jim Walsh** is an Irvine resident with a background in economics and energy policy. He has a degree in Economics from Marquette University. He served as a Councilperson for the Highland Park Borough Council, as well as on several health and environmental committees in New Jersey. He works as an Energy Policy Analyst with the Food and Water Watch organization, and is interested in using his background in sustainability policies to serve the Irvine community. He is interested in seeing the community improve its water management practices and develop the renewable energy area.



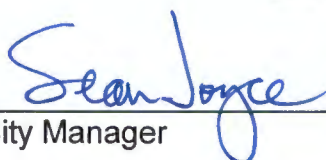
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## REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:** APRIL 25, 2017

**TITLE:** AWARD OF CONTRACT AND BUDGET APPROPRIATION FOR WIRELESS AND TELECOMMUNICATIONS CONSULTING SERVICES AT THE ORANGE COUNTY GREAT PARK

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

### RECOMMENDED ACTION

1. Authorize the Orange County Great Park Director to execute a contract for a not-to-exceed amount of \$97,500 with Connected Nation Exchange, for wireless and telecommunications consulting services at the Orange County Great Park.
2. Approve a budget adjustment in the amount of \$97,500 from the Orange County Great Park Fund unallocated fund balance for wireless and telecommunications consulting services.

Unless otherwise directed by a member of the City Council, the vote on this matter will reflect the prior action of each Councilmember when he or she sat and voted as a member of the Board of Directors of the Orange County Great Park Corporation. However, if a Councilmember is not present at the City Council meeting, his or her vote will be reflected as absent.

### EXECUTIVE SUMMARY

The first portion of the 688-acre Great Park Improvement Area (Park) will open within the next six months, driving a significant increase in Park visitation. This will, in turn, drive an uptick in demand on cellular, voice, and data bandwidth and will strain the current Information and Communication Technology (ICT) system, which is largely insufficient to support this new demand.

To meet this new demand in the near term, staff is working with Verizon Wireless and other cellular carriers to develop solutions to ensure that reliable cellular coverage is available when the Park opens. To meet the long term telecommunications needs of the Park and the significant infrastructure investment that will be required, staff is recommending that a consultant with specific expertise in wireless telecommunications planning be engaged. The consultant would evaluate the needs of the Park within the context of rapidly advancing technology and evolving business models for delivery and maintenance of wireless service.

A Request for Proposals (RFP) was released in December 2016 for wireless telecommunications services. The scope of work, as laid out in the RFP, is based on three fundamental questions:

- What telecommunications infrastructure does the City currently have in place?
- What infrastructure does the City need to sufficiently accommodate visitors and staff in the newly expanded Park?
- What are the options for bridging the gap?

Eight firms responded to the RFP. Based on a review of proposals by a multi-disciplinary team of City staff, Connected Nation Exchange (CNX) is the highest rated firm. The proposed contract and corresponding budget adjustment is for an amount not-to-exceed \$97,500.

The RFP identified a need for consultant services at the Great Park and citywide based on the same scope. The consultant engagement is divided into two separate contracts: one serving the Great Park and another serving a Citywide need. These contracts were separated due to the distinct funding sources and approval processes for Great Park Fund and General Fund contracting based on the rules established by Measure V, the Great Park Fiscal Transparency and Reforms Act. The Great Park contract is being presented to the Great Park Board and City Council for consideration. The citywide contract was presented to the Finance Commission and will also be presented before the City Council for consideration. CNX, the recommended vendor for both the Great Park and citywide consulting engagements, has offered a 31 percent discount if both contracts are approved.

If the contract is approved by the Board and City Council, staff will work with the consultant to develop a recommended plan for implementation and long-term management of wireless infrastructure at the Great Park. Staff anticipates returning to the Board with a plan for consideration within the next four to six months.

### **COMMISSION/BOARD/COMMITTEE RECOMMENDATION**

On April 17, 2017, the Finance Commission considered the award of contract for wireless and telecommunications consulting services for a citywide plan. The Finance Commission voted 4-0 (Allan Bartlett absent), to table staff recommended actions for discussion during the Strategic Technology Plan presentation. A summary of commissioner questions and staff responses is attached (Attachment 3).

At the Planning Commission meeting on April 20, 2017, representatives from Verizon Wireless gave a presentation about the rapidly evolving wireless telecommunications landscape and small cell technology. Following this presentation, Commissioners discussed the need to study the impacts of installing small cell antennas in the right-of-way, the need to develop City-wide design standards, and the need to update the City's

wireless ordinance. Commissioners were informed that the City is considering hiring a consultant to prepare a wireless master plan to address these issues, and they expressed support for this effort.

## **ANALYSIS**

### Background

The next 688 acres at the Orange County Great Park is being constructed over several phases, the first of which will be complete and open to the public within the next six months. As the new portions of the Park come online, the amount of programming at the Park will increase significantly, as will the number of Park visitors. Reliable cellular coverage will be important for the phone calls, text messages and data transmission that has become part of the standard visitor experience and an important factor for public safety. While limited coverage does exist in some of the new areas of the Park that are set to open, it will not be sufficient to handle the anticipated increase in visitors and Park activity.

To address coverage and reliability concerns in the short term, staff is working with Verizon Wireless and other carriers to ensure sufficient cellular coverage when the Park opens this summer. Sites have been identified for stationing interim cellular facilities and staff is working with the carriers to put agreements in place to establish coverage in the coming months, prior to opening the next phases of the Park. This approach will provide short-term coverage while preserving the City's flexibility with regard to establishing a permanent, long-term solution.

The implementation of facilities to provide long-term coverage at the Park will require significant additional investment. Further, due to the rapid pace of technological advancement and evolving business models related to provision of wireless service, there is more than one approach for the City to consider. Due to the significant investment and the dynamic wireless communications environment, staff sought the assistance of outside consulting expertise to evaluate the City's options. An RFP for telecommunications consulting services was released with a scope of work based on three fundamental questions, the answers to which are important for the prudent and comprehensive planning of the Park:

- What telecommunications infrastructure does the City currently have in place?
- What infrastructure does the City need to sufficiently accommodate visitors and staff in the newly expanded Park?
- What are the options for bridging that gap?

The scope of work in the RFP contained a Citywide component and a Great Park component, each with tasks focused on planning for wireless coverage, evaluation of the current fiber-optic infrastructure, and the development of strategies for investment, ownership and monetization of wireless facilities. The RFP identified three specific tasks:

- Task 1: Develop a Park-wide cellular and Wi-Fi master plan
  - a. Evaluate carrier and visitor usage demands.
  - b. Provide guidance on infrastructure placement including location of cellular facilities.
  - c. Develop implementation plan for Wi-Fi coverage and opportunities for co-location with cellular facilities.
  - d. Provide alternatives for implementation and management of new Wi-Fi and cellular facilities including an evaluation of the unique costs and benefits of each model, and potential revenue opportunities.
- Task 2: Evaluate network infrastructure and develop a comprehensive infrastructure plan
  - a. Evaluate existing and planned fiber optic infrastructure, including cabling, distribution systems, and conduit and its capacity to serve future needs.
  - b. Recommend infrastructure design enhancements to support future needs and an implementation strategy to carry out infrastructure improvements.
- Task 3: Develop a strategy for investment in and management of ICT assets
  - a. Based on the future needs and current capacity identified in tasks 1 and 2, develop options for potential City investment and long-term management and maintenance of wireless telecommunications facilities at the Park.

Task 3 is particularly important in light of the evolving business landscape in the wireless telecommunications industry. Several business models have emerged in recent years that could shape the City's approach for provision of cellular coverage at the Great Park. A few of the most prominent models are summarized below.

- Carrier Model: An individual carrier owns land or leases land directly from a landlord (the City in the case of the Great Park) providing exclusive use of that site. Subject to regulatory approval, the carrier can install or expand a facility and potentially license or lease use to other carriers. These facilities are sometimes referred to as "macro-sites."
- Third-Party Operator Model: A business entity, other than a carrier, owns or leases a site and provides infrastructure, such as an electrical connection and fiber. This third party then leases or subleases the facility to carriers. This model places the cost and responsibility of installation and maintenance on the third party and allows numerous carriers to use a single location.
- Leasing Model: A property owner (such as the City in the case of the Great Park) directly leases property to carriers and retains responsibility for management and maintenance of all related infrastructure. In this model, costs are born by and revenues accrue to the property owner.
- Brokerage Model: A firm, acting as an agent or broker on the City's behalf, would manage various aspects of ICT infrastructure and sites in exchange for a fee or share of lease revenue. These arrangements can include complete management of related infrastructure and carrier lease agreements or a smaller subset of these

activities. The fee or revenue share varies based on the management role and responsibilities of the broker/agent.

The work of the consultant would also incorporate any implications of the latest State legislation related to wireless telecommunications. Staff is monitoring potential legislation including Senate Bill 649 (SB 649 Hueso) as it moves through the legislative process. Legislative impacts to the City in its role as regulator or property owner will be included in the comprehensive plan to be developed with consultant assistance and brought back to the Board for policy direction.

The RFP identified a need for consultant services at the Great Park and Citywide based on the same scope. The consultant engagement is divided into two separate contracts: one serving the Great Park and another serving a Citywide need. These contracts were separated due to the distinct funding sources and approval processes for Great Park Fund and General Fund contracting based on the rules established by Measure V, the Great Park Fiscal Transparency and Reforms Act. The Great Park contract is being presented to the Great Park Board and City Council for consideration. The corresponding General Fund contract was presented and approved unanimously by the Finance Commission and will also be before the City Council for consideration.

A total of eight firms responded to the RFP. The proposals were reviewed by a multi-disciplinary rating team familiar with the scope of the RFP including staff from Public Works, Community Development, and Information Technology. Out of the eight proposals received, the top three firms were selected for an interview based on relevant and thorough qualifications, comprehensive methodology and experience and responsiveness to the scope and services requested in the RFP.

The top three firms, CNX, ATS Communications, and Magellan Advisors, each demonstrated an understanding of the individual tasks and how they related to one another. These firms responded with a detailed approach to each of the RFP tasks and presented highly relevant experience working with government agencies conducting similar work and provided examples of work performed for other agencies. The proposals demonstrated a systematic approach for clear and objective consulting services from a strong base of both technical and real estate expertise. Out of the top three firms, CNX provided the best combination of experience, qualifications, and a comprehensive approach for accomplishing the tasks put forth in the RFP.

The remaining five firms either did not have sufficient relevant experience in the specific task areas outlined in the RFP, or did not provide a comprehensive response to each of the three required tasks. These firms did not demonstrate the required combination of expertise, including both the extensive real estate and management experience, and the requisite technical expertise related to the work scope. Additionally, two of these firms assumed that the City would pursue one of the specific business models outlined above that aligned with the services offered by that particular firm. In one response in particular, 5 Bars offered consulting services at no up-front cost by bundling them with a brokerage arrangement through which revenues would be shared among the firm and the City. This

brokerage model would pay the consultant approximately \$110,000 (40% of \$275,000) per year under the City's present cell lease revenues; any new lease revenue would be shared 40 percent to 5 Bars and 60 percent to the City. A brokerage or agent type arrangement may ultimately be an approach the City adopts. If at the completion of the first phase it is determined that the brokerage model best serves the City, firms with expertise in this area would be able to compete for the City's business once policy direction is given by the City Council. That said, this RFP sought objective professional evaluation of all potential approaches for implementation of coverage and, therefore, staff is not recommending an award of a consulting contract tied to this type of bundled approach.

Based on the RFP review, interviews and reference checks, the top-rated firm is Connected Nation Exchange (CNX). The cost of the proposed contract at \$97,500, while not the lowest, is deemed fair and reasonable based on the highly technical and specialized nature of the work, the proposer's expansive and relevant experience, qualifications, and proposed methodology. CNX brings extensive experience directly related to the City's needs and a strong understanding of both the business and technical challenges. CNX, the recommended vendor for both the Great Park and citywide consulting engagements, has offered a 31 percent discount if both contracts are approved.

Should the Board and City Council approve the contract, staff will work with the consultant to develop a recommended plan for implementation and long-term management of wireless infrastructure at the Great Park. Staff anticipates returning to the Board with a plan for consideration within the next four to six months. Staff would then pursue the implementation of the plan for permanent coverage and management of facilities in line with Board direction. Depending on the business model selected for implementation, firms would have the opportunity to propose their services within a brokerage, leasing, third-party, or carrier model framework. In the near term, staff will continue to work with carriers to deploy interim coverage solutions, ensuring sufficient coverage for the opening of the Park.

## **ALTERNATIVES CONSIDERED**

The City Council could direct staff to negotiate directly with individual carriers as applications for facilities at the Great Park are submitted. This is a more traditional approach to establishing cellular service, and would likely be the most rapid means of establishing coverage. As noted previously, staff is working directly with carriers to address short-term coverage needs now while a comprehensive plan is established and implemented.

The City Council could also direct staff to pursue a third-party operator, leasing, or brokerage model as identified above. This alternative would provide more immediate resources for assistance with leasing and management of cellular facilities, but it would bypass the opportunity for a comprehensive long-term plan to be developed and with a full evaluation of all of the City's options for establishing cellular and Wi-Fi coverage.

Implementation of new wireless telecommunications infrastructure across the 1,300-acre Great Park presents unique challenges and opportunities that are new to the City. Pursuing any one particular approach to establishing coverage without also performing a systematic evaluation of current facilities and strategic options may not provide the desired long-term consistency of coverage, or breadth of services (including both cellular and Wi-Fi), and may not maximize the City's potential financial return.

## **FINANCIAL IMPACT**

The total cost for the recommended contract is in an amount not-to-exceed \$97,500. Staff is recommending the cost of the contract be appropriated from the Great Park Fund unallocated fund balance to the City Manager's Office Great Park Section 020 budget for consulting services. CNX, the recommended vendor for both the Great Park and citywide consulting engagements, has offered a 31 percent discount if both contracts are approved. The Great Park Fund unallocated fund balance is approximately \$44.9 million.

A comprehensive plan, which would come back to the Board later this year, will include specific recommendations for future investment in ICT systems. This investment, likely by the City, carriers, and other partners, will present potential for a financial return to the City through lease payments and other potential revenue agreements. A projection of this financial impact will be included with the comprehensive plan when it comes back for Board consideration.

Ensuring reliable wireless coverage at the Great Park is likely to have broad indirect financial impacts as well. Good, reliable coverage will provide for a more convenient and safer visitor experience, positively influencing Park visitation, facility usage and programming.

**REPORT PREPARED BY**            Steve Torelli, Management Analyst I

## **ATTACHMENTS:**

1. Request for Proposals for Wireless and Infrastructure Consulting Services
2. Contract between the City of Irvine and Connected Nation Exchange
3. Summary of Questions & Answers from April 17 Finance Committee Meeting





December 7, 2016

## REQUEST FOR PROPOSALS for

# WIRELESS AND TELECOMMUNICATIONS CONSULTING SERVICES

Thank you for considering the attached Request for Proposals (RFP). If you are interested in submitting a Proposal, please follow these instructions for submissions:

Only RFP Documents downloaded from the City's website ([cityofirvine.org/purchasing](http://cityofirvine.org/purchasing)) shall be considered official, as the City must track RFP holders in case an addendum is issued. Proposers are responsible for acknowledging any and all addenda issued.

**Due Date and Time:**

**No Later than January 4, 2017 at 4:00:00 pm**

**NO LATE PROPOSALS WILL BE ACCEPTED.**

**RFP Number:**

**17-1194**

This RFP number must be referenced in the proposal document, which must be submitted electronically via the City's website.

Only firms who have registered and downloaded the RFP document from the City's website (BidsOnline system) may submit a proposal.

Proposal Submittal: Proposals must be submitted electronically via the City's BidsOnline system as set forth in this RFP document. (Proposals submitted by any other method such as hard copy or email will be disqualified.) Please refer to the Submittal Instructions section of this RFP for details.

**Any requests for clarification or other questions concerning this RFP must be submitted in writing and sent via email to Steve Torelli with a copy to Portia Mina (as shown below) no later than December 19, 2016 at 4:00:00 p.m.**

Steve Torelli, Management Analyst I  
Email: [storelli@cityofirvine.org](mailto:storelli@cityofirvine.org)

Portia Mina, Senior Buyer  
Email: [pmina@cityofirvine.org](mailto:pmina@cityofirvine.org)

The City of Irvine reserves the right to reject any or all Proposals, to waive any informality in any Proposal, and to select the Proposal that best meets the City's needs.

**REQUEST FOR PROPOSALS  
FOR  
WIRELESS AND TELECOMMUNICATIONS CONSULTING SERVICES**

Dear Proposers:

The City of Irvine (hereinafter referred to as the “City”) is requesting proposals to establish a contract for Wireless and Telecommunications Consulting Services for Development citywide as well as at the Orange County Great Park, with work to commence on or about February 1, 2017 and be completed by June 30, 2018. The City reserves the right to extend the contract for up to four (4) additional one (1) year periods.

Proposals must be submitted electronically no later than the date and time stated on this RFP cover sheet. Proposals shall be reviewed and rated as set forth in the Selection Process section of this RFP. The City will then determine which proposal(s) best meets the City’s requirements.

**LATE PROPOSALS WILL NOT BE ACCEPTED**

The City reserves the right to reject any or all proposals, to waive any informality in any proposal and to select the proposal that best meets the City’s needs.

**MINIMUM QUALIFICATIONS REQUIRED FOR PROPOSAL SUBMITTAL**

**Firms who fail to meet the minimum qualifications set forth below should not submit a proposal; any such proposal shall be deemed non-responsive and not be considered.**

- 1) Minimum three (3) most recent years of experience performing similar services as those detailed in one or more of the six tasks discussed in the Scope of Services section of this RFP.

**OVERVIEW AND SCOPE OF WORK**

This Request for Proposals is for the position of “Wireless and Telecommunications Consultant” as set forth in **Attachment I** to this RFP.

**TERMS AND CONDITIONS**

The City’s standard Agreement for Contract Services is included as **Attachment II** to this RFP. Upon award of the contract, it is expected that the successful proposer will accept the Agreement terms and conditions “as is” without modification. (Please refer to Part III Special Provisions of Attachment II for special requirements relating to these services.)

At the discretion of the City, any or all parts of the respondent's proposal shall be made a binding part of the selected firm's contract. The City reserves the right to reject in whole or in part any of the proposals.

Additionally, the City reserves the right to select zero or more of respondent's proposal if needed to address the six distinct tasks discussed in the attached Scope of Services (Attachment I).

**Time frame for submittal of insurance documents:** At the time the contract is awarded, the firm must be able to provide all required insurance documentation to the City's insurance certificate tracking company as set forth in Attachment II. If these requirements are not met, the City reserves the right to select the next best qualified firm.

## **ORGANIZATION OF PROPOSAL**

**If your proposal does not include all of the items below, it may be deemed non-responsive.** The proposal will be evaluated by the City and shall include, at a minimum, the following information:

- **BUSINESS INFORMATION**

State the full legal name of your firm, including the state of incorporation if applicable. Include your address, phone number, fax number and email address. State the number of years your firm has been doing business, and more specifically, how long your firm has been performing the services requested in this RFP. List the names of principals or officers authorized to bind your firm, including position titles.

- **EXPERIENCE / QUALIFICATIONS INFORMATION**

Provide information concerning your firm's experience and qualifications directly related to the services set forth herein. Define the experience of the proposed Project Manager, and other key personnel (sub-consultants, if applicable) who would be assigned to perform the services. (The designated Project Manager shall be the primary contact with the City during the contract period, however, it is expected that the identified key personnel will not be altered throughout the contract period.) Provide resumes for the Project Manager, other key personnel, and sub-consultants if applicable.

- **PROJECT APPROACH / METHODOLOGY**

Provide a detailed description of your proposed methodology/project-approach based on your understanding of the Scope of Services (Attachment 1). In addition, provide examples of communities that have developed effective municipal wireless networks and how these networks are used today to enhance the delivery of municipal services and provide access to the general public.

- **REFERENCES**

Provide a minimum of three (3) references, preferably municipalities, on projects of similar scope and magnitude as described in this RFP for work that your firm has provided within the last three (3) years with emphasis on specific experience related to each Task. Include a detailed description of the services, the agency or firm names, contact names and phone numbers, and dates of services performed (ATTACHMENT III).

- **PRICING PROPOSAL**

The City shall not provide reimbursement for business or travel-related expenses; therefore, such costs must be absorbed in the hourly or lump sum fee structure. Provide a fee schedule/pricing information for the project. Provide hourly rates for each category of employee or sub-consultant required to perform the services as set forth in Attachment I, Scope of Services.

Pricing shall remain firm for the entire first term of the Agreement. Thereafter, any proposed pricing adjustment for any follow-on renewal periods shall be submitted to the City Representative in writing at least ninety (90) days prior to the new Agreement term. City reserves the right to negotiate any pricing adjustment not to exceed the Bureau of Labor Statistics Consumer Price Index (CPI) data as follows: Los Angeles-Riverside-Orange County, CA; All Items; Not Seasonally Adjusted; annualized change comparing the most recent month's reported data to the same month of the prior year. (This information may be found on the U.S. Department of Labor's website at [www.bls.gov](http://www.bls.gov).)

- **SIGNATURE**

The proposal shall be signed by an official authorized to bind the firm, including his or her printed name and title, and shall contain a statement to the effect that the proposal is valid for ninety (90) days.

## **SELECTION PROCESS**

The contract award will be made after selection of one (1) or more of the respondent's proposals from among all respondents for each task listed below, with implementation of services to follow. However, this RFP does not indicate a commitment by the City to award a contract to any successful respondent. An award of contract is estimated to occur within approximately sixty (60) days after receipt of proposals. The City intends to evaluate the proposed services based upon the data presented in response to the RFP. The following general selection criteria will be used to evaluate each consultant firm:

### Phase 1

1. Experience and qualifications of firm and designated project management staff, other key personnel, and sub-consultants, if applicable. (40%)

2. Methodology/Project Approach provided. (30%)
3. Proposal Pricing. (20%)
4. Responsiveness to the Request for Proposals. (10%)

Phase 2 for highest-rated firm(s):

- The City reserves the right to conduct interviews with the highest-rated firm or firms. In the event the City does perform an interview process, the additive weighting shall be 50%.

Phase 3 for highest-rated firm(s)

- The City will perform reference checks for similar work completed within the last three years for the highest-rated firm(s), with an additive weighting of 20%.

The City reserves the right to conduct interviews with the highest rated firms, and to negotiate final pricing with the most qualified proposer.

The City reserves the right to reject any or all Proposals, to waive any informality in any Proposal, and to select the Proposal or Proposals that best meet the City's needs.

### **Submittal Instructions**

To download the RFP document or check for addenda, please visit the City's website at: ***[cityofirvine.org/purchasing](http://cityofirvine.org/purchasing)***

Click on the "Supplier Registration and Bid Opportunities" link, and then click on the "BidsOnline" link. Next, click on "Bid Opportunities" to locate and view the RFP document. (If you haven't already done so, you will be required to register as a City of Irvine vendor before downloading the RFP document.)

### **Proposals must be submitted as follows:**

Proposals must be submitted electronically by visiting the City's website at [www.cityofirvine.org/purchasing](http://www.cityofirvine.org/purchasing). Click on the "Supplier Registration and Bid Opportunities" link. Next, click the BidsOnline link and then click "Log In." Enter your User Name and Password. Click "Bid Opportunities" and then select the RFP. Click on "Place eBid" and follow the instructions.

The deadline for proposal submissions is:

January 4, 2017 at 4:00:00 p.m. However, submittals may be submitted at any time prior to the deadline. (Submitted proposals may be withdrawn and resubmitted at any time prior to the deadline, and cannot be viewed by City staff until the close date and time.)

**Late proposals will not be accepted.**

- Proposals must be submitted via the City's BidsOnline system as a single zip folder.
- No other form of submission will be accepted.
- Large files may take time to upload so plan the timing of your submittal accordingly.
- Failure to completely upload your documents by the deadline shall result in disqualification.

**Proposal Submittal**

- Name your file "companyname" (*i.e.* your firm's name) but do NOT exceed 20 characters or your file will not upload. Do not use symbols (*i.e.* "%" or "&") as your file may not load correctly. If your name is too long, then abbreviate. Failure to upload document shall result in disqualification.
- If the proposal contains more than one file, you should create a zip folder, containing the various PDF proposal documents.
- Name the zip folder "companyname."

**To create a zip folder:**

- Right click on your desktop
- Select "New," and then "Compressed Zip Folder"
- Name the folder "companyname"
- Drag your various proposal PDF documents into the Folder

**Mac users**

- Create a folder for your files and name it "companyname"
- Drag your various proposal PDF documents into the folder
- Right-click the folder and select "create archive"

**Technical Support**

In the event you encounter technical difficulties during the uploading process, please contact the Planet Bids, BidsOnline system team as shown below (M-F from 8 am to 5 pm):

**[support@planetbids.com](mailto:support@planetbids.com) or call (818) 992-1771 ext. 0**

**GENERAL INFORMATION**

In the event the City awards the contract to any particular respondent or respondents, the City will make payments monthly on approved invoices, with payment terms of net 30 days upon receipt of invoice. Payment for additional work, if any, will be negotiated as required. Final payment will be made after approval and acceptance of the work.

Any costs incurred in the preparation of a proposal, presentation to the City, travel in conjunction with such presentations, or samples of items shall be the responsibility of the respondent. The City assumes no responsibility and no liability for costs incurred by respondents prior to issuance of a contract or purchase order.

The proposer shall furnish the City with such additional information as the City may reasonably require.

Any questions or requests for clarification must be submitted in writing and sent via email as set forth on the cover sheet of this RFP.

All data, documents and other products used or developed during performance of the services will remain the property of the City upon completion of the services.

Sincerely,

Portia Mina  
Senior Buyer

Attachments

# ATTACHMENT I

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## SCOPE OF SERVICES

Individual or team of Consultant(s)/Contractor(s) shall perform the services as set forth below.

### **I. Background, Opportunities and Constraints**

#### ***Proposed Need***

The City is soliciting Consultant(s)/Contractor(s) to provide, on the City's behalf, expertise related to wireless and telecommunications development, deployment, coverage, and lease opportunities both citywide and at the Orange County Great Park. The City is looking for a Consultant(s)/Contractor(s) with expertise evaluating coverage needs, wireless provider lease practices, lease negotiation, and execution, demand use needs to ensure end-to-end coverage for wireless communications, a robust technical plan to meet the needs of the growing City population and expanding Orange County Great Park development, as well as the vision to integrate Information and Communication Technology (ICT) and Internet of Things (IoT) solutions, with proper security protocols; in order to efficiently and effectively manage City assets and best provide City services.

#### ***The City of Irvine***

The City of Irvine is located 40 miles southeast of Los Angeles and six miles from the ocean in Orange County, California. Irvine encompasses more than 66 square miles and has a current residential population of more than 255,000. Incorporated in 1971, Irvine is recognized as one of America's safest and most successful master-planned urban communities. Top-rated educational institutions, an enterprising business atmosphere, state-of-the-art transportation programs and systems, sound environmental stewardship, and respect for diversity all contribute to Irvine's enviable quality of life. The City is ideally located adjacent to John Wayne/Orange County Airport and close to many of Southern California's largest tourist attractions, numerous resorts, and some of the state's finest beaches.

Irvine has also been recognized as one of "America's Best Cities to Live," according to Money Magazine in 2014. The City of Irvine also has the distinction of being one of the safest cities in the United States with a population of more than 100,000, based upon FBI statistics on violent crime.

#### ***The Orange County Great Park***

The Orange County Great Park is in the geographic center of Orange County, California, a diverse metropolitan community of three million located halfway between Los Angeles and San Diego. The Great Park has direct freeway and rail access, making it easily accessible for more than 10,000,000 Southern California residents.



### ***The City Current Network Infrastructure***

The City connected traffic signals and some facilities to the City managed data centers utilizing its underground fiber optic network. The existing infrastructure may be leveraged to support the development of a comprehensive telecommunications and wireless infrastructure. The City may consider additional investments to support expansion.

## **II. Scope of Work**

The work contemplated under this RFP includes cellular communications, data coverage, Wi-Fi opportunities, network design and infrastructure, and related technologies (collectively referred to as “Networks”). Proposals should include plans to document a detailed scope for each Task and the process to achieve the desired results. Work and associated costs performed for the Orange County Great Park must be identified separately from the work performed for the City. The Scope is separated into six tasks. A Consultant/Contractor may submit for one or more of the following six tasks:

### **Tasks for the Orange County Great Park (Park)**

#### **Task 1: Develop Master Plan and Evaluate Cellular and Wi-Fi Opportunities at the Park**

1. Evaluate current and future wireless infrastructure requirements to support cellular communications, Wi-Fi communications, and future technologies
2. Develop wireless security and reliability criteria
3. Evaluate and identify opportunities for future wireless needs
4. Review available City-owned assets and infrastructure to support Networks
5. Develop proposed aesthetic threshold levels for equipment that would be used in the proposed strategy
6. Provide guidelines for reviewing carrier and network proposals for equipment placement
7. Recommend a process to handle third party operator site leasing and locating
8. Analyze the advantages and disadvantages of the various business models used to deploy and manage wireless infrastructure and make a recommendation. Potential business options should include the City-owned and managed, privately-owned and managed, and City-private partnership (hybrid) models
9. Develop an implementation strategy with cost estimates to maintain and expend capabilities
10. Propose alternative technologies/options and highlight strengths and weaknesses
11. Develop a master plan for Cellular and Wi-Fi

#### **Task 2: Evaluate Network Infrastructure at the Park**

1. Evaluate current and future network infrastructure requirements
2. Evaluate existing infrastructure and recommend design enhancements based on future needs and new technologies
3. Develop network security and reliability criteria
4. Develop an implementation strategy with cost estimates to maintain and expend capabilities
5. Evaluate and recommend network hardware and software

6. Assess the existing fiber infrastructure and recommend enhancements based on current requirements and future growth
7. Develop a master plan for Network Infrastructure

#### Task 3: Develop a Strategy, Market, and Manage Leases for the Park

1. Provide a proposal to demonstrate how a third-party would act in the City's interest in marketing, negotiating, and managing Wireless Network infrastructure leasing opportunities
2. Market, negotiate, and manage new leases
3. Develop a strategy to operate and maintain related wireless network infrastructure

#### **Tasks for the City of Irvine, excluding the Orange County Great Park**

##### Task 4: Develop Master Plan and Evaluate Cellular and Wi-Fi Opportunities Citywide

1. Evaluate current and future wireless infrastructure requirements to support cellular communications, Wi-Fi communications, and future technologies
2. Identify operational, security, and infrastructure deficiencies within the existing wireless infrastructure and recommend solutions to overcome those deficiencies
3. Develop wireless security and reliability criteria
4. Evaluate and identify opportunities for future wireless needs
5. Review available City-owned assets and infrastructure to support Networks
6. Develop proposed aesthetic threshold levels for equipment that would be used in the proposed strategy
7. Provide guidelines for reviewing carrier and network proposals for equipment placement
8. Recommend a process to handle third party operator site leasing and locating
9. Analyze the advantages and disadvantages of the various business models used to deploy and manage wireless infrastructure and make a recommendation. Potential business options should include the City-owned and managed, privately-owned and managed, and City-private partnership (hybrid) models
10. Develop an implementation strategy with cost estimates to maintain and expend capabilities
11. Propose alternative options and highlight strengths and weaknesses
12. Develop a master plan for Cellular and Wi-Fi

##### Task 5: Develop Master Plan and Evaluate Network Infrastructure Citywide

1. Evaluate current and future network infrastructure requirements
2. Evaluate existing infrastructure and recommend design enhancements based on future needs and new technologies
3. Develop network security and reliability criteria
4. Develop an implementation strategy with cost estimates to maintain and expend capabilities
5. Evaluate and recommend network hardware and software
6. Assess the existing fiber infrastructure and recommend enhancements based on current requirements and future growth

7. Develop a master plan for Network Infrastructure

Task 6: Develop a Strategy, Market, and Manage Leases Citywide

1. Provide a proposal to demonstrate how a third-party would act in the City's interest in marketing, negotiating, and managing Wireless Network infrastructure leasing opportunities
2. Market, negotiate, and manage new and existing leases
3. Develop a strategy to operate and maintain related wireless network infrastructure

## ATTACHMENT II

### AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into as of \_\_\_\_\_ 2017, by and between the CITY OF IRVINE, a municipal corporation ("City"), and \_\_\_\_\_, a (insert legal entity such as "a sole proprietorship" or "a California corporation") ("Contractor"). (The term Contractor includes professionals performing in a consulting capacity.)

#### PART I

##### FUNDAMENTAL TERMS

**A. Location of Project:** The City of Irvine location(s) as set forth in PART IV, Scope of Services, included herein.

**B. Description of Services/Goods to be Provided:** Wireless and Telecommunications Consulting Services in accordance with PART IV, Scope of Services, included herein (reference RFP 17-1194).

**C. Term:** Unless terminated earlier as set forth in this Agreement, the services shall commence on February 1, 2017 ("Commencement Date") and shall continue through June 30, 2018. The City reserves the right to extend this Agreement for up to four (4) additional one (1) year periods. Such extension shall only be valid if effectuated in writing by the City.

**D. Party Representatives:**

D.1. The City designates the following person/officer to act on City's behalf:  
Chris Koster, email: ckoster@cityofirvine.org

D.2. The Contractor designates the following person to act on Contractor's behalf:  
\_\_\_\_\_, email: \_\_\_\_\_

**E. Notices:** Contractor shall deliver all notices and other writings required to be delivered under this Agreement to City at the address set forth in Part II ("General Provisions"). The City shall deliver all notices and other writings required to be delivered to Contractor at the address set forth following Contractor's signature below.

**F. Attachments:** This Agreement incorporates by reference the following Attachments to this Agreement:

- |      |           |                    |
|------|-----------|--------------------|
| F.1. | Part I:   | Fundamental Terms  |
| F.2. | Part II:  | General Provisions |
| F.3. | Part III: | Special Provisions |
| F.4. | Part IV:  | Scope of Services  |
| F.5. | Part V:   | Budget             |

**G. Integration:** This Agreement represents the entire understanding of City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and

cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

**CITY OF IRVINE**

**CONTRACTOR'S NAME**

By: \_\_\_\_\_  
Pete Carmichael  
Its: Director, Orange County Great  
Park  
\_\_\_\_\_

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

By: \_\_\_\_\_  
Sean Joyce  
Its: City Manager  
\_\_\_\_\_

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

Attest:

By: \_\_\_\_\_  
Molly McLaughlin  
City Clerk

**Contractor Information**  
**Address for Notices and Payments:**

APPROVED AS TO FORM:  
RUTAN & TUCKER, LLP

\_\_\_\_\_  
Jeffrey Melching

**Attn:**  
**Telephone:**  
**Email:**

## PART II

### GENERAL PROVISIONS

#### SECTION ONE: SERVICES OF CONTRACTOR

**1.1 Scope of Services.** In compliance with all terms and conditions of this Agreement, Contractor shall provide the goods and/or services shown on Part IV hereto ("Scope of Services"), which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.

**1.2 Changes and Additions to Scope of Services.** City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by City to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. City approval and/or payment for work claimed by Contractor as changed or additional shall not act to prevent City at any time to claim such work is covered by the Scope of Work and should be performed by Contractor without additional consideration due. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

**1.3 Standard of Performance.** Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

**1.4 Performance to Satisfaction of City.** Notwithstanding any other provision herein, Contractor agrees to perform all work to the satisfaction of City within the time specified. If City reasonably determines that the work is not satisfactory, City shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.

**1.5 Instructions from City.** In the performance of this Agreement, Contractor shall report to and receive instructions from the City's Representative designated in Paragraph D.1 of Part I ("Fundamental Terms") of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the City's Representative.

**1.6 Familiarity with Work.** By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If

the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact in writing and shall not proceed except at Contractor's risk until written instructions are received from the City's Representative.

**1.7 Identity of Persons Performing Work.**

(A) Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services required hereunder. Any personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law.

(B) Contractor represents that the tasks and services required hereunder will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services. Contractor will exclusively determine the means, methods and details of performing the services subject to the requirements of this Agreement.

(C) This Agreement contemplates the personal services of Contractor and Contractor's employees, and it is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Contractor. Neither this Agreement nor any interest therein may be assigned by Contractor, except upon written consent of City.

**1.8 Prohibition Against Subcontracting or Assignment.** Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. In the event of any unapproved transfer, including any bankruptcy proceeding, City may void the Agreement at City's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express written consent of City.

**SECTION TWO: INSURANCE AND INDEMNIFICATION**

**2.1 Insurance.** Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work in compliance with Section 1.8 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the contractor is required to maintain pursuant to this Section 2.1.

**2.1.1 Insurance Coverage Required.** The policies and amounts of insurance required hereunder shall be as follows:

**A. Comprehensive General Liability Insurance** which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 including completed operations and contractual liability, with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for liability arising out of Contractor's performance of this Agreement. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set forth above. If written with an aggregate, the aggregate shall be double the each occurrence limit. Such insurance shall be endorsed to:

(1) Name the City of Irvine and its employees, representatives, officers and agents (collectively hereinafter "City and City Personnel") as additional insured for claims arising out of Contractor's performance of this Agreement.

(2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

***A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.***

**B. Automobile Liability Insurance** with a limit of liability of not less than \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set above. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto." Such insurance shall be endorsed to:

(1) Name the City of Irvine and its employees, representatives, officers and agents as additional insured for claims arising out of Contractor's performance of this Agreement.

(2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

***A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.***

**C. Workers' Compensation Insurance** in accordance with the Labor Code of California and covering all employees of the Contractor providing any service in the performance of this agreement. Such insurance shall be endorsed to:

(1) Waive the insurer's right of Subrogation against the City and City Personnel.

***A statement on an insurance certificate will not be accepted in lieu of the actual endorsement unless your insurance carrier is the State of California Insurance Fund (SCIF) and the endorsement numbers 2570 and 2065 are referenced on the certificate of insurance.***

**Contractor's completion of the form attached hereto as Exhibit 1 shall be a condition precedent to Contractor's rights under this Agreement.** Should Contractor certify, pursuant to Exhibit 1, that, in the performance of the work under this Agreement, it



shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, Contractor shall nonetheless maintain responsibility for requiring that any subcontractors performing work under this Agreement have and maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the work performed under this Agreement.

**D. Professional Liability Insurance** with minimum limits of \$1,000,000 each claim. Covered professional services shall include all work performed under this Agreement and delete any exclusion that may potentially affect the work to be performed.

**E. Evidence of Insurance:** Contractor shall provide to City a Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

The City project title or description MUST be included in the "Description of Operations" box on the certificate.

The City's insurance certificate tracking services provider, Exigis, LLC, will send Contractor an email message providing instructions for submitting insurance certificates and endorsements.

**Certificate Holder:**

City of Irvine, California  
c/o: Exigis LLC  
PO Box 4668 ECM #35050  
New York, NY 10168-4668

**F. Endorsements:** A statement on an insurance certificate will not be accepted in lieu of the actual endorsement. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of Contractor
4. Contain any other exclusion contrary to the Agreement.

**G. Any Deductible in Excess of \$50,000 and/or Self-Insured Retentions** must be approved in writing by the City.

**H. Acceptability of Insurers.** Each policy shall be from a company with current A.M. Best's rating of A- VII or higher and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus lines brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

**I. Insurance of Subcontractors.** Contractor shall be responsible for causing Subcontractors to maintain the same types and limits of coverage in compliance with this Agreement, including naming the City as an additional insured to the Subcontractor's policies.

**2.2 Indemnification.** Contractor shall indemnify, defend, and hold City and City Personnel harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the willful or negligent acts, errors or omissions of Contractor, its employees, agents, representatives or subcontractors which directly or indirectly relate to the work being performed or services being provided under this Agreement, whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel in connection therewith:

**2.2.1** Contractor shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.

**2.2.2** Contractor shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

**2.2.3** In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the work being performed or services being provided under this Agreement, Contractor shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

### **SECTION THREE: LEGAL RELATIONS AND RESPONSIBILITIES**

**3.1 Compliance with Laws.** Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Director of Industrial Relations of the State of California.

**3.2 Licenses, Permits, Fees and Assessments.** Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City thereunder.

**3.3 Covenant against Discrimination.** Contractor covenants for itself, its heirs, executors, assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on account of race, religious creed, color, national origin, ancestry, physical

disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, in the performance of this Agreement. Contractor further covenants and agrees to comply with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) as the same may be amended from time to time.

**3.4 Independent Contractor.** Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Contractor nor any of Contractor's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the City; and neither Contractor nor any of its employees shall be paid by City time and one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

**3.5 Covenant against Contingent Fees.** Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**3.6 Use of Patented Materials.** Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the City harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials consistent with Section 2.2 herein.

**3.7 Proprietary Information.** All proprietary information developed specifically for City by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of City, and are confidential and shall not be made available to any person or entity without the prior written approval of City. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to City, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by City.

**3.8 Confidentiality Statement.** Firms may be required to sign a confidentiality statement before reviewing information that include but is not limited to maps, infrastructure plans, and assets that, for security and safety reasons, is not publicly available.

**3.8 Retention of Funds.** Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and all amounts for which City may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. City in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of City to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay City any sums Contractor owes City.

**3.9 Termination by City.** City reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from City, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by City. Contractor shall be entitled to compensation for all services rendered prior to receipt of City's notice of termination and for any services authorized in writing by City thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, City may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by City in retaining a replacement contractor and similar expenses, exceeds the Budget.

**3.10 Right to Stop Work; Termination by Contractor.** Contractor shall have the right to stop work and terminate only if City fails to timely make a payment required under the terms of the Budget. Contractor shall provide City thirty (30) day prior written notice of such claimed payment owed and City shall have an opportunity to remedy any such claimed breach during such time with no legal consequence to City. Contractor shall immediately cease all services hereunder following the thirty (30) day notice, except such services as may be specifically approved in writing by City. Contractor shall be entitled to compensation for all services rendered prior to termination and for any services authorized in writing by City thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.9 relating to City's right to take over and finish the work and Contractor's liability shall apply.

**3.11 Waiver.** No delay or omission in the exercise of any right or remedy by a nondefaulting party with respect to any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent act. A waiver by either party of any default must be in writing.

**3.12 Legal Actions.** Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the Superior Courts of the State of California in the County of Orange, or in any other appropriate court with jurisdiction in such County, and Contractor agrees to submit to the personal jurisdiction of such court.

**3.13 Rights and Remedies are Cumulative.** Except as may be expressly set forth in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies or other rights or remedies as may be permitted by law or in

equity shall not preclude the exercise by such party, at the same or different times, of any other rights or remedies to which such party may be entitled.

**3.14 Attorneys' Fees.** In any action between the parties hereto seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to have and recover from the other party its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If either party to this Agreement is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the other party, then the party so litigating shall be entitled to its reasonable attorney's fees and costs from the other party to this Agreement.

**3.15 Force Majeure.** The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of City or Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against City for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.15.

**3.16 Non-liability of City Officers and Employees.** No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by City, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

**3.17 Conflicts of Interest.**

A. No officer, official, employee, agent, representative or volunteer of City shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any federal, state or city statute, ordinance or regulation. Contractor shall not employ any such person while this Agreement is in effect.

B. Contractor represents, warrants and covenants that he, she or it presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect, Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement.

C. Contractor acknowledges that pursuant to the provisions of the Political Reform Act (Government Code section 87100 *et seq.*), City may determine Contractor to be a "Consultant" as that term is defined by the Act. In the event City makes such a determination, Contractor agrees to complete and file a "Statement of Economic Interest" with the

City Clerk to disclose such financial interests as required by City. In such event, Contractor further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

**3.18 Contractor Ethics.** Contractor represents and warrants that it has not provided or promised to provide any gift or other consideration, directly or indirectly, to any officer, employee, or agent of City to obtain City's approval of this Agreement. Contractor shall not, at any time, have any financial interest in this Agreement or the project that is the subject of this Agreement other than the compensation to be paid to Contractor as set forth in this Agreement. In the event the work and/or services to be performed hereunder relate to a project and/or application under consideration by or on file with the City, (i) Contractor shall not possess or maintain any business relationship with the applicant or any other person or entity which Contractor knows to have a personal stake in said project and/or application, (ii) other than performing its work and/or services to City in accordance with this Agreement Contractor shall not advocate either for or against said project and/or application, and (iii) Contractor shall immediately notify City in the event Contractor determines that Contractor has or acquires any such business relationship with the applicant or other person or entity which has a personal stake in said project and/or application. The provisions in this Section shall be applicable to all of Contractor's officers, directors, employees, and agents, and shall survive the termination of this Agreement.

**3.19 Compliance with California Unemployment Insurance Code Section 1088.8.** If Contractor is a Sole Proprietor, then prior to signing the Agreement, Contractor shall provide to the City a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. Contractor understands that pursuant to California Unemployment Insurance Code Section 1088.8, the City will report the information from Form W-9 to the State of California Employment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

**3.20 CalPERS Annuitants.** If Contractor is a California Public Employees' Retirement System ("CalPERS") annuitant, Contractor must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by Contractor. If this Agreement remains in place, Contractor shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

#### **SECTION FOUR: MISCELLANEOUS PROVISIONS**

**4.1 Records and Reports.** The City Manager of the City of Irvine or his/her designee reserves the right to perform such audits, performance reviews, and other evaluations (collectively 'audit') that relate to or concern this Agreement at any time. Contractor agrees to participate and cooperate in up to five (5) hours of meetings and interviews (at no additional cost to City), if the same are requested by the City in connection with such an audit. Further, provided that the City pays Contractor's commercially reasonable hourly rate for services, Contractor agrees to participate and cooperate in such additional meetings and interviews (in excess of five (5) hours), if the same are requested by the City in connection with such an audit. Upon request by City, Contractor shall prepare and submit to City any reports concerning Contractor's performance of the services rendered under this Agreement. City shall have access, with 72 hours advance written

notice delivered to Contractor, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of City and shall be delivered at no cost to City upon request of City or upon the termination of this Agreement, and (ii) shall not be made available to any individual or entity without prior written approval of City. The obligations of this Section 4.1 shall survive the expiration (or earlier termination) of this Agreement for a period of three (3) years. During said three (3) year period, Contractor shall keep and maintain all records and reports related to this Agreement, and City shall have access to such records in the event any audit is required.

**4.2 Notices.** Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices to the City shall be delivered to the following address, to the attention of the City Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

<u>To City:</u>	City of Irvine One Civic Center Plaza (92606) (Hand Deliveries) P. O. Box 19575 Irvine, CA 92623-9575
-----------------	--

Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement, to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

**4.3 Construction and Amendment.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.

**4.4 Severability.** Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.

**4.5 Authority.** The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

**4.6 Special Provisions.** Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in Part III of this Agreement ("Special Provisions").

**4.7 Precedence.** In the event of any discrepancy between Part I ("Fundamental Terms"), Part II ("General Provisions"), Part III ("Special Provisions"), Part IV ("Scope of Services"), and/or Part V ("Budget") of this Agreement, the order of precedence shall be as follows.

- Part III
- Part II
- Part IV
- Part V
- Part I



### PART III

#### SPECIAL PROVISIONS

- 1) **Business License Requirement.** Contractors who provide services for the City of Irvine within the city limits of Irvine shall obtain, within five (5) days of executing this Agreement and prior to commencing any work herein, a City of Irvine business license and shall maintain a current business license throughout the term of this Agreement.

**PART IV**

**SCOPE OF SERVICES**

**Services shall be performed as set forth below and in accordance with ATTACHMENT I.**

## PART V

### BUDGET

#### **Pricing shall be as set forth below and in accordance with ATTACHMENT II.**

Included in the Budget are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with City representatives, and incidental costs incurred in performing under this Agreement. The total compensation for the Scope of Services set forth herein shall not exceed \$\_\_\_\_\_ for City services; and \$\_\_\_\_\_ for Great Park services; with the total Agreement amount not to exceed \$\_\_\_\_\_, including all amounts payable to Contractor for its overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subcontracts, materials, equipment, supplies, and costs arising from or due to termination of this Agreement.

**No work shall be performed in connection with this Agreement until the receipt of a signed City of Irvine Purchase Order; and no work shall be performed with a value in excess of the Purchase Order amount as the City has not authorized nor is it obligated to pay Contractor any such excess amount.**

In the event Contractor anticipates the potential need to perform services beyond those set forth herein where additional funding may be needed, Contractor shall notify City in writing allowing sufficient time for City to consider further action.

Payment for services will be made monthly on invoices deemed satisfactory to the City, with payment terms of net 30 days upon receipt of invoice. Contractor shall submit invoices within fifteen (15) days from the end of each month in which services have been provided. Contractor shall provide invoices with sufficient detail to ensure compliance with pricing as set forth in this Agreement. The information required may include: date(s) of work, hours of work, hourly rate(s), and material costs.

**The Purchase Order number must be included on all invoices, along with the City Representative's name. Failure to include this information on the invoice shall result in the return of the unpaid invoice.**

Contractors should submit invoices electronically to:

**invoicesubmittal@cityofirvine.org**

Payment by City under this Agreement shall not be deemed as a waiver of the City's right to claim at a later point that such payment was not due under the terms of this Agreement.

Pricing shall remain firm for the entire first term of the Agreement. Thereafter, any proposed pricing adjustment for follow-on renewal periods shall be submitted to the City Representative in writing at least ninety (90) days prior to the new Agreement term. The City reserves the right to negotiate any proposed pricing adjustment not to exceed the Bureau of Labor Statistics Consumer Price Index (CPI) data as follows: Los Angeles-Riverside-Orange County, CA; All Items; Not Seasonally Adjusted; annualized change comparing the most recent month's reported data to the same month of the prior year. (This information may be found on the U.S. Department of Labor's website at [www.bls.gov](http://www.bls.gov).)

**Exhibit 1**

**WORKERS' COMPENSATION INSURANCE CERTIFICATION**

Contract Services Description: \_\_\_\_\_

**WORKERS' COMPENSATION DECLARATION**

I hereby affirm under penalty of perjury one of the following declarations:

**(CHECK ONE APPLICABLE BOX BELOW)**

**I have and will maintain workers' compensation insurance**, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this Agreement and shall submit insurance certificates evidencing such coverage as set forth herein.

I certify that, in the performance of the work under this Agreement, **I shall not employ any person** in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the City of Irvine and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, **if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions and immediately furnish insurance certificates** evidencing such coverage as set forth herein.

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

<b>Dated:</b>	
<b>Contracting Firm:</b>	
<b>Signature:</b>	
<b>Title:</b>	
<b>Address:</b>	



# AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into as of April 26, 2017, by and between the CITY OF IRVINE, a municipal corporation ("City"), and 1020 DIGITAL, LLC, a Delaware limited liability company, dba CONNECTED NATION EXCHANGE ("Contractor"). (The term Contractor includes professionals performing in a consulting capacity.)

## PART I

### FUNDAMENTAL TERMS

**A. Location of Project:** The City of Irvine location(s) as set forth in PART IV, Scope of Services, included herein.

**B. Description of Services/Goods to be Provided:** Wireless and Telecommunications Consulting Services at the Orange County Great Park in accordance with PART IV, Scope of Services, included herein (reference RFP 17-1194).

**C. Term:** Unless terminated earlier as set forth in this Agreement, the services shall commence on May 5, 2017 ("Commencement Date") and shall continue through June 30, 2018.

**D. Party Representatives:**

D.1. The City designates the following person/officer to act on City's behalf:  
Chris Koster, email: ckoster@cityofirvine.org

D.2. The Contractor designates the following person to act on Contractor's behalf:  
Sean Broderick, email: smb@cnx.io

**E. Notices:** Contractor shall deliver all notices and other writings required to be delivered under this Agreement to City at the address set forth in Part II ("General Provisions"). The City shall deliver all notices and other writings required to be delivered to Contractor at the address set forth following Contractor's signature below.

**F. Attachments:** This Agreement incorporates by reference the following Attachments to this Agreement:

- |      |           |                    |
|------|-----------|--------------------|
| F.1. | Part I:   | Fundamental Terms  |
| F.2. | Part II:  | General Provisions |
| F.3. | Part III: | Special Provisions |
| F.4. | Part IV:  | Scope of Services  |
| F.5. | Part V:   | Budget             |

**G. Integration:** This Agreement represents the entire understanding of City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

**CITY OF IRVINE**

**1020 DIGITAL, LLC dba CONNECTED NATION EXCHANGE**

By: \_\_\_\_\_  
Pete Carmichael  
Its: Director, Orange County Great  
Park  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: Member  
\_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Molly McLaughlin  
City Clerk

APPROVED AS TO FORM:  
RUTAN & TUCKER, LLP

\_\_\_\_\_  
Jeffrey Melching

**Contractor Information**  
**Address for Notices and Payments:**

1900 Three Springs Road  
Bowling Green, KY 42101

**Attn:** Brian Medford  
**Telephone:** 202-215-0427  
**Email:** brm@cnx.io

## PART II

### GENERAL PROVISIONS

#### SECTION ONE: SERVICES OF CONTRACTOR

**1.1 Scope of Services.** In compliance with all terms and conditions of this Agreement, Contractor shall provide the goods and/or services shown on Part IV hereto ("Scope of Services"), which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.

**1.2 Changes and Additions to Scope of Services.** City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by City to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. City approval and/or payment for work claimed by Contractor as changed or additional shall not act to prevent City at any time to claim such work is covered by the Scope of Work and should be performed by Contractor without additional consideration due. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

**1.3 Standard of Performance.** Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

**1.4 Performance to Satisfaction of City.** Notwithstanding any other provision herein, Contractor agrees to perform all work to the satisfaction of City within the time specified. If City reasonably determines that the work is not satisfactory, City shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.

**1.5 Instructions from City.** In the performance of this Agreement, Contractor shall report to and receive instructions from the City's Representative designated in Paragraph D.1 of Part I ("Fundamental Terms") of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the City's Representative.

**1.6 Familiarity with Work.** By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the



facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact in writing and shall not proceed except at Contractor's risk until written instructions are received from the City's Representative.

**1.7 Identity of Persons Performing Work.**

(A) Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services required hereunder. Any personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law.

(B) Contractor represents that the tasks and services required hereunder will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services. Contractor will exclusively determine the means, methods and details of performing the services subject to the requirements of this Agreement.

(C) This Agreement contemplates the personal services of Contractor and Contractor's employees, and it is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Contractor. Neither this Agreement nor any interest therein may be assigned by Contractor, except upon written consent of City.

**1.8 Prohibition Against Subcontracting or Assignment.** Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. In the event of any unapproved transfer, including any bankruptcy proceeding, City may void the Agreement at City's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express written consent of City.

**SECTION TWO: INSURANCE AND INDEMNIFICATION**

**2.1 Insurance.** Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work in compliance with Section 1.8 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the contractor is required to maintain pursuant to this Section 2.1.

**2.1.1 Insurance Coverage Required.** The policies and amounts of insurance required hereunder shall be as follows:

**A. Comprehensive General Liability Insurance** which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 including completed operations and contractual liability, with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for liability arising out of Contractor's performance of this Agreement. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set forth above. If written with an aggregate, the aggregate shall be double the each occurrence limit. Such insurance shall be endorsed to:

(1) Name the City of Irvine and its employees, representatives, officers and agents (collectively hereinafter "City and City Personnel") as additional insured for claims arising out of Contractor's performance of this Agreement.

(2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

***A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.***

**B. Automobile Liability Insurance** with a limit of liability of not less than \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set above. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto." Such insurance shall be endorsed to:

(1) Name the City of Irvine and its employees, representatives, officers and agents as additional insured for claims arising out of Contractor's performance of this Agreement.

(2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

***A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.***

**C. Workers' Compensation Insurance** in accordance with the Labor Code of California and covering all employees of the Contractor providing any service in the performance of this agreement. Such insurance shall be endorsed to:

(1) Waive the insurer's right of Subrogation against the City and City Personnel.

***A statement on an insurance certificate will not be accepted in lieu of the actual endorsement unless your insurance carrier is the State of California Insurance Fund (SCIF) and the endorsement numbers 2570 and 2065 are referenced on the certificate of insurance.***

**Contractor's completion of the form attached hereto as Exhibit 1 shall be a condition precedent to Contractor's rights under this Agreement.** Should Contractor certify, pursuant to Exhibit 1, that, in the performance of the work under this Agreement, it shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, Contractor shall nonetheless maintain responsibility for requiring that any subcontractors performing work under this Agreement have and maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the work performed under this Agreement.

**D. Professional Liability Insurance** with minimum limits of \$1,000,000 each claim. Covered professional services shall include all work performed under this Agreement and delete any exclusion that may potentially affect the work to be performed.

**E. Evidence of Insurance:** Contractor shall provide to City a Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

The City project title or description MUST be included in the "Description of Operations" box on the certificate.

The City's insurance certificate tracking services provider, Exigis, LLC, will send Contractor an email message providing instructions for submitting insurance certificates and endorsements.

**Certificate Holder:**

City of Irvine, California  
c/o: Exigis LLC  
PO Box 4668 ECM #35050  
New York, NY 10168-4668

**F. Endorsements:** A statement on an insurance certificate will not be accepted in lieu of the actual endorsement. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of Contractor
4. Contain any other exclusion contrary to the Agreement.

**G. Any Deductible in Excess of \$50,000 and/or Self-Insured Retentions** must be approved in writing by the City.

**H. Acceptability of Insurers.** Each policy shall be from a company with current A.M. Best's rating of A- VII or higher and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus lines brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

**I. Insurance of Subcontractors.** Contractor shall be responsible for causing Subcontractors to maintain the same types and limits of coverage in compliance with this Agreement, including naming the City as an additional insured to the Subcontractor's policies.

**2.2 Indemnification.** Contractor shall indemnify, defend, and hold City and City Personnel harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the willful or negligent acts, errors or omissions of Contractor, its employees, agents, representatives or subcontractors which directly or indirectly relate to the work being performed or services being provided under this Agreement, whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel in connection therewith:

**2.2.1** Contractor shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.

**2.2.2** Contractor shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

**2.2.3** In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the work being performed or services being provided under this Agreement, Contractor shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

### **SECTION THREE: LEGAL RELATIONS AND RESPONSIBILITIES**

**3.1 Compliance with Laws.** Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Director of Industrial Relations of the State of California.

**3.2 Licenses, Permits, Fees and Assessments.** Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement,

and shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City thereunder.

**3.3 Covenant against Discrimination.** Contractor covenants for itself, its heirs, executors, assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, in the performance of this Agreement. Contractor further covenants and agrees to comply with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) as the same may be amended from time to time.

**3.4 Independent Contractor.** Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Contractor nor any of Contractor's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the City; and neither Contractor nor any of its employees shall be paid by City time and one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

**3.5 Covenant against Contingent Fees.** Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**3.6 Use of Patented Materials.** Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the City harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials consistent with Section 2.2 herein.

**3.7 Proprietary Information.** All proprietary information developed specifically for City by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of City, and are confidential and shall not be made available to any person or entity without the prior written approval of City. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full

disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to City, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by City.

**3.8 Confidentiality Statement.** Firms may be required to sign a confidentiality statement before reviewing information that include but is not limited to maps, infrastructure plans, and assets that, for security and safety reasons, is not publicly available.

**3.8 Retention of Funds.** Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and all amounts for which City may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. City in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of City to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay City any sums Contractor owes City.

**3.9 Termination by City.** City reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from City, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by City. Contractor shall be entitled to compensation for all services rendered prior to receipt of City's notice of termination and for any services authorized in writing by City thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, City may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by City in retaining a replacement contractor and similar expenses, exceeds the Budget.

**3.10 Right to Stop Work; Termination by Contractor.** Contractor shall have the right to stop work and terminate only if City fails to timely make a payment required under the terms of the Budget. Contractor shall provide City thirty (30) day prior written notice of such claimed payment owed and City shall have an opportunity to remedy any such claimed breach during such time with no legal consequence to City. Contractor shall immediately cease all services hereunder following the thirty (30) day notice, except such services as may be specifically approved in writing by City. Contractor shall be entitled to compensation for all services rendered prior to termination and for any services authorized in writing by City thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.9 relating to City's right to take over and finish the work and Contractor's liability shall apply.

**3.11 Waiver.** No delay or omission in the exercise of any right or remedy by a nondefaulting party with respect to any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent act. A waiver by either party of any default must be in writing.

**3.12 Legal Actions.** Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the Superior Courts of the State

of California in the County of Orange, or in any other appropriate court with jurisdiction in such County, and Contractor agrees to submit to the personal jurisdiction of such court.

**3.13 Rights and Remedies are Cumulative.** Except as may be expressly set forth in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such party, at the same or different times, of any other rights or remedies to which such party may be entitled.

**3.14 Attorneys' Fees.** In any action between the parties hereto seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to have and recover from the other party its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If either party to this Agreement is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the other party, then the party so litigating shall be entitled to its reasonable attorney's fees and costs from the other party to this Agreement.

**3.15 Force Majeure.** The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of City or Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against City for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.15.

**3.16 Non-liability of City Officers and Employees.** No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by City, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

**3.17 Conflicts of Interest.**

A. No officer, official, employee, agent, representative or volunteer of City shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any federal, state or city statute, ordinance or regulation. Contractor shall not employ any such person while this Agreement is in effect.

B. Contractor represents, warrants and covenants that he, she or it presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect, Contractor shall not acquire or otherwise

obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement.

C. Contractor acknowledges that pursuant to the provisions of the Political Reform Act (Government Code section 87100 *et seq.*), City may determine Contractor to be a "Consultant" as that term is defined by the Act. In the event City makes such a determination, Contractor agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by City. In such event, Contractor further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

**3.18 Contractor Ethics.** Contractor represents and warrants that it has not provided or promised to provide any gift or other consideration, directly or indirectly, to any officer, employee, or agent of City to obtain City's approval of this Agreement. Contractor shall not, at any time, have any financial interest in this Agreement or the project that is the subject of this Agreement other than the compensation to be paid to Contractor as set forth in this Agreement. In the event the work and/or services to be performed hereunder relate to a project and/or application under consideration by or on file with the City, (i) Contractor shall not possess or maintain any business relationship with the applicant or any other person or entity which Contractor knows to have a personal stake in said project and/or application, (ii) other than performing its work and/or services to City in accordance with this Agreement Contractor shall not advocate either for or against said project and/or application, and (iii) Contractor shall immediately notify City in the event Contractor determines that Contractor has or acquires any such business relationship with the applicant or other person or entity which has a personal stake in said project and/or application. The provisions in this Section shall be applicable to all of Contractor's officers, directors, employees, and agents, and shall survive the termination of this Agreement.

**3.19 Compliance with California Unemployment Insurance Code Section 1088.8.** If Contractor is a Sole Proprietor, then prior to signing the Agreement, Contractor shall provide to the City a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. Contractor understands that pursuant to California Unemployment Insurance Code Section 1088.8, the City will report the information from Form W-9 to the State of California Employment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

**3.20 CalPERS Annuitants.** If Contractor is a California Public Employees' Retirement System ("CalPERS") annuitant, Contractor must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by Contractor. If this Agreement remains in place, Contractor shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

#### **SECTION FOUR: MISCELLANEOUS PROVISIONS**

**4.1 Records and Reports.** The City Manager of the City of Irvine or his/her designee reserves the right to perform such audits, performance reviews, and other evaluations (collectively



'audit') that relate to or concern this Agreement at any time. Contractor agrees to participate and cooperate in up to five (5) hours of meetings and interviews (at no additional cost to City), if the same are requested by the City in connection with such an audit. Further, provided that the City pays Contractor's commercially reasonable hourly rate for services, Contractor agrees to participate and cooperate in such additional meetings and interviews (in excess of five (5) hours), if the same are requested by the City in connection with such an audit. Upon request by City, Contractor shall prepare and submit to City any reports concerning Contractor's performance of the services rendered under this Agreement. City shall have access, with 72 hours **advance written notice delivered to Contractor**, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of City and shall be delivered at no cost to City upon request of City or upon the termination of this Agreement, and (ii) shall not be made available to any individual or entity without prior written approval of City. The obligations of this Section 4.1 shall survive the expiration (or earlier termination) of this Agreement for a period of three (3) years. During said three (3) year period, Contractor shall keep and maintain all records and reports related to this Agreement, and City shall have access to such records in the event any audit is required.

**4.2 Notices.** Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices to the City shall be delivered to the following address, to the attention of the City Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

<u>To City:</u>	City of Irvine One Civic Center Plaza (92606) (Hand Deliveries) P. O. Box 19575 Irvine, CA 92623-9575
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Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement, to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

**4.3 Construction and Amendment.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.

**4.4 Severability.** Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.

**4.5 Authority.** The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and

deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

**4.6 Special Provisions.** Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in Part III of this Agreement ("Special Provisions").

**4.7 Precedence.** In the event of any discrepancy between Part I ("Fundamental Terms"), Part II ("General Provisions"), Part III ("Special Provisions"), Part IV ("Scope of Services"), and/or Part V ("Budget") of this Agreement, the order of precedence shall be as follows.

- Part III
- Part II
- Part IV
- Part V
- Part I

## PART III

### SPECIAL PROVISIONS

- 1) **Business License Requirement.** Contractors who provide services for the City of Irvine within the city limits of Irvine shall obtain, within five (5) days of executing this Agreement and prior to commencing any work herein, a City of Irvine business license and shall maintain a current business license throughout the term of this Agreement.
- 2) **Additional Insurance Requirements. Insurance. PART II, GENERAL PROVISIONS, Section 2.1.1 – Insurance Coverage Required** is modified as follows:
  - A. **Comprehensive General Liability Insurance**, item (1) is replaced with the following:
    - (1) Name the City of Irvine and the Orange County Great Park Corporation and its employees, representatives, officers and agents as additional insured for claims
  - B. **Automobile Liability Insurance**, item (1) is replaced with the following:
    - (1) Name the City of Irvine and the Orange County Great Park Corporation and its employees, representatives, officers and agents as additional insured for claims arising out of Contractor's performance of this Agreement.
  - C. **Workers' Compensation Insurance**, item (1) is replaced with the following:
    - (1) Waive the insurer's right of Subrogation against the City, Orange County Great Park Corporation and City Personnel.
  - D. **Professional Liability Insurance**, is deleted in its entirety.
  - J. **Technology Errors and Omissions** is added as follows:

Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, a Technology Errors and Omissions policy, including cyber and privacy coverage with minimum limits of \$5,000,000 each claim. Covered services shall include all work performed under this Agreement and delete any exclusion that may potentially affect the work to be performed.
- 3) **Contractor Background Check Requirements.** Prior to commencing services, Contractor's workers are required to successfully pass a California Department of Justice Live Scan Fingerprinting background check ("Live Scan") performed by the City of Irvine Police Department. The Contractor shall be responsible for obtaining the Live Scan for its workers prior to performing work and shall bear the cost thereof. The City's Human Resources staff will coordinate the scheduling of the Live Scan. On the day of the Live Scan, the worker must obtain an application form from the City of Irvine Human Resources Division (located on the third floor of the Civic Center). Upon completion of the application form, the worker will be directed to the Police Department, where the Live Scan will be performed. The worker must possess a photo ID such as a Drivers License at the time of

the Live Scan. Also at the time of the Live Scan, payment must be made to the Police Department via cash or check made payable to "The City of Irvine." The cost of the Live Scan is approximately \$51. Credit cards are not accepted. The Police Department will provide the City's Human Resources Division with the results of the Live Scan. Human Resources staff will then notify the Contractor and City Representative of the results.

**PART IV**  
**SCOPE OF SERVICES**

**Services for the Orange County Great Park (Great Park) shall be performed as set forth below and in accordance with ATTACHMENT I.**

Service performance timelines are identified by Phases (1-3) as listed in **ATTACHMENT I**. The required timelines are as follows:

- Phase 1: completion within 90 days from contract commencement
- Phase 2: completion within 180 days from contract commencement
- Phase 3: completion by end of contract term

Contractor shall perform the following tasks:

Task 1: Develop Master Plan and Evaluate Cellular and Wi-Fi Opportunities at the Great Park

1. Evaluate current and future wireless infrastructure requirements to support cellular communications, Wi-Fi communications, and future technologies
2. Develop wireless security and reliability criteria
3. Evaluate and identify opportunities for future wireless needs
4. Review available City-owned assets and infrastructure to support Networks
5. Develop proposed aesthetic threshold levels for equipment that would be used in the proposed strategy
6. Provide guidelines for reviewing carrier and network proposals for equipment placement
7. Recommend a process to handle third party operator site leasing and locating
8. Analyze the advantages and disadvantages of the various business models used to deploy and manage wireless infrastructure and make a recommendation. Potential business options should include the City-owned and managed, privately-owned and managed, and City-private partnership (hybrid) models
9. Develop an implementation strategy with cost estimates to maintain and expend capabilities
10. Propose alternative technologies/options and highlight strengths and weaknesses
11. Develop a master plan for Cellular and Wi-Fi

Task 2: Evaluate Network Infrastructure at the Great Park

1. Evaluate current and future network infrastructure requirements
2. Evaluate existing infrastructure and recommend design enhancements based on future needs and new technologies
3. Develop network security and reliability criteria
4. Develop an implementation strategy with cost estimates to maintain and expend capabilities

5. Evaluate and recommend network hardware and software
6. Assess the existing fiber infrastructure and recommend enhancements based current requirements and future growth
7. Develop a master plan for Network Infrastructure

Task 3: Develop a Strategy to Market, and Manage Leases for the Great Park

1. Provide a variety of options and alternatives for managing leases and infrastructure, including but not limited to: city self-management; third party arrangements; and other business enterprise models, and provide a cost benefit analysis and pros and cons for each
2. Develop a strategy to operate and maintain related wireless network infrastructure

## **PART V**

### **BUDGET**

**Pricing shall be as set forth below and in accordance with ATTACHMENT I.**

Included in the Budget are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with City representatives, and incidental costs incurred in performing under this Agreement. The total compensation for the Scope of Services set forth herein shall not exceed **\$97,500** including all amounts payable to Contractor for its overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subcontracts, materials, equipment, supplies, and costs arising from or due to termination of this Agreement.

**No work shall be performed in connection with this Agreement until the receipt of a signed City of Irvine Purchase Order; and no work shall be performed with a value in excess of the Purchase Order amount as the City has not authorized nor is it obligated to pay Contractor any such excess amount.**

In the event Contractor anticipates the potential need to perform services beyond those set forth herein where additional funding may be needed, Contractor shall notify City in writing allowing sufficient time for City to consider further action.

Payment for services will be made monthly on invoices deemed satisfactory to the City, with payment terms of net 30 days upon receipt of invoice. Contractor shall submit invoices within fifteen (15) days from the end of each month in which services have been provided. Contractor shall provide invoices with sufficient detail to ensure compliance with pricing as set forth in this Agreement. The information required may include: date(s) of work, hours of work, hourly rate(s), and material costs.

**The Purchase Order number must be included on all invoices, along with the City Representative's name. Failure to include this information on the invoice shall result in the return of the unpaid invoice.**

Contractors should submit invoices electronically to:

**[invoicesubmittal@cityofirvine.org](mailto:invoicesubmittal@cityofirvine.org)**

Payment by City under this Agreement shall not be deemed as a waiver of the City's right to claim at a later point that such payment was not due under the terms of this Agreement.

Pricing shall remain firm for the entire one (1) year Agreement term. Thereafter, any proposed pricing adjustment for follow-on renewal periods shall be submitted to the City Representative in writing at least ninety (90) days prior to the new Agreement term. The City reserves the right to negotiate any proposed pricing adjustment not to exceed the Bureau of Labor Statistics Consumer Price Index (CPI) data as follows: Los Angeles-Riverside-Orange County, CA; All Items; Not Seasonally Adjusted; annualized change comparing the most recent month's reported data to the same month of the prior year. (This information may be found on the U.S. Department of Labor's website at [www.bls.gov](http://www.bls.gov).)

**Exhibit 1**

**WORKERS' COMPENSATION INSURANCE CERTIFICATION**

Contract Services Description: \_\_\_\_\_

**WORKERS' COMPENSATION DECLARATION**

I hereby affirm under penalty of perjury one of the following declarations:

**(CHECK ONE APPLICABLE BOX BELOW)**

**I have and will maintain workers' compensation insurance**, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this Agreement and shall submit insurance certificates evidencing such coverage as set forth herein.

I certify that, in the performance of the work under this Agreement, **I shall not employ any person** in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the City of Irvine and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, **if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions and immediately furnish insurance certificates** evidencing such coverage as set forth herein.

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

<b>Dated:</b>	
<b>Contracting Firm:</b>	
<b>Signature:</b>	
<b>Title:</b>	
<b>Address:</b>	



# ATTACHMENT I

## Task 1: Develop Master Plan at the Great Park

No.	Requested Proposal Item	Bidder Response Instructions: <i>Task 1 - Develop Master Plan and Evaluate Cellular and Wi-Fi Opportunities at the Park</i>
1.	<i>Evaluate current and future wireless infrastructure requirements to support cellular communications, Wi-Fi communications, and future technologies</i>	<p><b>Include this item with task:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Scope of services:</b></p> <p>As City consultant, CNX will perform the following processes for the proposal item in conjunction with <b>Phase I</b> of the engagement:</p> <ul style="list-style-type: none"> <li>• Integration of assets into CNX Platform (wireless)</li> <li>• Cost Benefit Analysis &amp; Market Survey from Integrated Platform Data (“IPD”)</li> <li>• Survey of wireless carriers and drive testing</li> <li>• Review of potential backhaul assets owned by City</li> <li>• Rights of Way utilization &amp; management strategies</li> <li>• Coordinate department approval hierarchy</li> <li>• Attend and facilitate project management meetings with all involved parties and provide documentation, correspondence, scheduling, and coordination on deliverables. Prepare and distribute meeting documentation as needed</li> </ul> <p><b>Work Material:</b></p>
2.	<i>Develop wireless security and reliability criteria</i>	<p><b>Include this item with task:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Scope of services:</b></p> <p>As City consultant, CNX will perform the following processes for the proposal item in conjunction with <b>Phase II</b> of the engagement:</p> <ul style="list-style-type: none"> <li>• Review current security policies</li> <li>• Conduct survey of department heads to define needs</li> <li>• Creation &amp; Facilitation of City security protocols with FCC “CIA” (confidentiality, integrity and availability) principals of security practices used by networks, service providers and equipment developers.</li> <li>• Review Legal documentation with City staff</li> <li>• Attend and facilitate project management meetings with all involved parties and provide documentation, correspondence, scheduling, and coordination on deliverables. Prepare and distribute meeting documentation as needed</li> </ul>

		<p><b>Work Product:</b></p> <table border="1"> <thead> <tr> <th><i>Deliverable(s)</i></th> <th><i>Labor Hrs</i></th> <th><i>Blended Labor Cost</i></th> <th><i>Total</i></th> </tr> </thead> <tbody> <tr> <td>Security Study</td> <td>20</td> <td>\$162.50</td> <td>\$3,250.00</td> </tr> </tbody> </table>	<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>	Security Study	20	\$162.50	\$3,250.00
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Security Study	20	\$162.50	\$3,250.00							
3.	<p><i>Evaluate and identify opportunities for future wireless needs</i></p>	<p><b>Include this item with task:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Scope of services:</b></p> <p>As City consultant, CNX will perform the following processes for the proposal item in conjunction with <b>Phase I</b> of the engagement:</p> <ul style="list-style-type: none"> <li>• Integration of assets into CNX Platform (wireless)</li> <li>• Cost Benefit Analysis &amp; Market Survey from Integrated Platform Data (“IPD”)</li> <li>• Conduct carrier needs assessment</li> <li>• Rights of Way utilization &amp; management strategies</li> <li>• Attend and facilitate project management meetings with all involved parties and provide documentation, correspondence, scheduling, and coordination on deliverables. Prepare and distribute meeting documentation as needed</li> </ul> <p><b>Work Material:</b></p> <table border="1"> <thead> <tr> <th><i>Deliverable(s)</i></th> <th><i>Labor Hrs</i></th> <th><i>Blended Labor Cost</i></th> <th><i>Total</i></th> </tr> </thead> <tbody> <tr> <td>Wireless Carrier Survey and Market Study</td> <td>40</td> <td>\$162.50</td> <td>\$6,500.00</td> </tr> </tbody> </table>	<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>	Wireless Carrier Survey and Market Study	40	\$162.50	\$6,500.00
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Wireless Carrier Survey and Market Study	40	\$162.50	\$6,500.00							
4.	<p><i>Review available City-owned assets and infrastructure to support Networks</i></p>	<p><b>Include this item with task:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Scope of services:</b></p> <p>As City consultant, CNX will perform the following processes for the proposal item in conjunction with <b>Phase I</b> of the engagement:</p> <ul style="list-style-type: none"> <li>• Integration of assets into CNX Platform (wireless)</li> <li>• Cost Benefit Analysis &amp; Market Survey from Integrated Platform Data (“IPD”)</li> <li>• Consult with wireless carriers</li> <li>• Rights of Way utilization &amp; management strategies</li> <li>• Coordinate department approval hierarchy</li> <li>• Attend and facilitate project management meetings with all involved parties and provide documentation, correspondence, scheduling, and coordination on deliverables. Prepare and distribute meeting documentation as needed</li> </ul> <p><b>Work Material:</b></p> <table border="1"> <thead> <tr> <th><i>Deliverable(s)</i></th> <th><i>Labor Hrs</i></th> <th><i>Blended Labor Cost</i></th> <th><i>Total</i></th> </tr> </thead> <tbody> <tr> <td>Asset Study</td> <td>25</td> <td>\$162.50</td> <td>\$4,062.50</td> </tr> </tbody> </table>	<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>	Asset Study	25	\$162.50	\$4,062.50
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Asset Study	25	\$162.50	\$4,062.50							

5.	<p><i>Develop proposed aesthetic threshold levels for equipment that would be used in the proposed strategy</i></p>	<p><b>Include this item with task:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Scope of services:</b></p> <p>As City consultant, CNX will perform the following processes for the proposal item in conjunction with <b>Phase II</b> of the engagement:</p> <ul style="list-style-type: none"> <li>• Creation &amp; facilitation telecom aesthetic guidelines</li> <li>• Review Aesthetic design standards with City staff and wireless carriers</li> <li>• Legal documentation review with City staff</li> <li>• Integrate ordinance approvals into online System Logic and TAP</li> <li>• Integration of MNO Marketing Plan, TAP intake, Aesthetic Guidelines, Approval Hierarchy and SLAs into Permitting module</li> <li>• Integration of information into Telecom Master Plan copy</li> <li>• Attend and facilitate project management meetings with all involved parties and provide documentation, correspondence, scheduling, and coordination on deliverables. Prepare and distribute meeting documentation as needed</li> </ul> <p><b>Work Material:</b></p> <table border="1" data-bbox="521 884 1490 1041"> <thead> <tr> <th><i>Deliverable(s)</i></th> <th><i>Labor Hrs</i></th> <th><i>Blended Labor Cost</i></th> <th><i>Total</i></th> </tr> </thead> <tbody> <tr> <td>Aesthetic Design Standards</td> <td>20</td> <td>\$162.50</td> <td>\$3,250.00</td> </tr> </tbody> </table>	<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>	Aesthetic Design Standards	20	\$162.50	\$3,250.00
<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>							
Aesthetic Design Standards	20	\$162.50	\$3,250.00							
6.	<p><i>Provide guidelines for reviewing carrier and network proposals for equipment placement</i></p>	<p><b>Include this item with task:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Scope of services:</b></p> <p>As City consultant, CNX will perform the following processes for the proposal item in conjunction with <b>Phase II</b> of the engagement:</p> <ul style="list-style-type: none"> <li>• Integrate Rights of Way management strategies with City staff</li> <li>• Implement asset marketing &amp; leasing Plans from IPD</li> <li>• Implement telecom ordinance requirements with City staff</li> <li>• Creation of Master SLAs with equipment placement guidelines</li> <li>• Review needed lateral fiber placement and funding programs</li> <li>• Creation of billing structure for non-city customers</li> <li>• Assign SME to task</li> <li>• Attend and facilitate project management meetings with all involved parties and provide documentation, correspondence, scheduling, and coordination on deliverables. Prepare and distribute meeting documentation as needed</li> </ul> <p><b>Work Material:</b></p> <table border="1" data-bbox="521 1724 1490 1839"> <thead> <tr> <th><i>Deliverable(s)</i></th> <th><i>Labor Hrs</i></th> <th><i>Blended Labor Cost</i></th> <th><i>Total</i></th> </tr> </thead> <tbody> <tr> <td>Equipment Study</td> <td>30</td> <td>\$162.50</td> <td>\$4,875.00</td> </tr> </tbody> </table>	<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>	Equipment Study	30	\$162.50	\$4,875.00
<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>							
Equipment Study	30	\$162.50	\$4,875.00							

7.	<p><i>Recommend a process to handle third party operator site leasing and locating</i></p>	<p><b>Include this item with task:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Scope of services:</b></p> <p>As City consultant, CNX will perform the following processes for the proposal item in conjunction with <b>Phase I</b> of the engagement:</p> <ul style="list-style-type: none"> <li>• Cost benefit analysis &amp; market survey from Integrated Platform Data (“IPD”)</li> <li>• Rights of Way utilization &amp; management strategies</li> <li>• Coordinate department approval hierarchy</li> <li>• Coordinate review of telecom ordinances with City</li> <li>• Coordinate review of site license agreements (“SLAs”) with City</li> <li>• Attend and facilitate project management meetings with all involved parties and provide documentation, correspondence, scheduling, and coordination on deliverables. Prepare and distribute meeting documentation as needed</li> </ul> <p><b>Work Material:</b></p> <table border="1" data-bbox="522 806 1490 961"> <thead> <tr> <th><i>Deliverable(s)</i></th> <th><i>Labor Hrs</i></th> <th><i>Blended Labor Cost</i></th> <th><i>Total</i></th> </tr> </thead> <tbody> <tr> <td>Leasing Analysis Report</td> <td>30</td> <td>\$162.50</td> <td>\$4,875.00</td> </tr> </tbody> </table>	<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>	Leasing Analysis Report	30	\$162.50	\$4,875.00
<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>							
Leasing Analysis Report	30	\$162.50	\$4,875.00							
8.	<p><i>Analyze the advantages and disadvantages of the various business models used to deploy and manage wireless infrastructure and make a recommendation. Potential business options should include the City-owned and managed, privately-owned and managed, and City-private partnership (hybrid) models</i></p>	<p><b>Include this item with task:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Scope of services:</b></p> <p>As City consultant, CNX will perform the following processes for the proposal item in conjunction with <b>Phase II</b> of the engagement:</p> <ul style="list-style-type: none"> <li>• Review of IPD for report</li> <li>• Cost benefit analysis of business model options</li> <li>• Review of telecom ordinance changes with industry goals</li> <li>• Review needed lateral fiber placement and funding programs</li> <li>• Creation of billing structure for non-city customers</li> <li>• Assign SME to task</li> <li>• Attend and facilitate project management meetings with all involved parties and provide documentation, correspondence, scheduling, and coordination on deliverables. Prepare and distribute meeting documentation as needed</li> </ul> <p><b>Work Material:</b></p> <table border="1" data-bbox="509 1608 1477 1768"> <thead> <tr> <th><i>Deliverable(s)</i></th> <th><i>Labor Hrs</i></th> <th><i>Blended Labor Cost</i></th> <th><i>Total</i></th> </tr> </thead> <tbody> <tr> <td>Business Model Study</td> <td>20</td> <td>\$162.50</td> <td>\$3,250.00</td> </tr> </tbody> </table>	<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>	Business Model Study	20	\$162.50	\$3,250.00
<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>							
Business Model Study	20	\$162.50	\$3,250.00							

9.	<p><i>Develop an implementation strategy with cost estimates to maintain and expand capabilities</i></p>	<p><b>Include this item with task:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Scope of services:</b></p> <p>As City consultant, CNX will perform the following processes for the proposal item in conjunction with <b>Phase III</b> of the engagement:</p> <ul style="list-style-type: none"> <li>• Review of Platform asset data</li> <li>• Review MNO Marketing Plan, TAP intake, Aesthetic Guidelines, Approval Hierarchy Ordinance and SLAs Permitting module data</li> <li>• Review Master SLA documentation</li> <li>• Review Security, Equipment and Infrastructure Study data</li> <li>• Rights of Way utilization &amp; management data</li> <li>• Create, integrate &amp; facilitate workflow in cost benefit analysis report</li> <li>• Attend and facilitate project management meetings with all involved parties and provide documentation, correspondence, scheduling, and coordination on deliverables. Prepare and distribute meeting documentation as needed</li> </ul> <p><b>Work Material:</b></p> <table border="1" data-bbox="521 821 1490 978"> <thead> <tr> <th><i>Deliverable(s)</i></th> <th><i>Labor Hrs</i></th> <th><i>Blended Labor Cost</i></th> <th><i>Total</i></th> </tr> </thead> <tbody> <tr> <td>Cost Benefit Analysis Report</td> <td>50</td> <td>\$162.50</td> <td>\$8,125.00</td> </tr> </tbody> </table>	<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>	Cost Benefit Analysis Report	50	\$162.50	\$8,125.00
<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>							
Cost Benefit Analysis Report	50	\$162.50	\$8,125.00							
10.	<p><i>Propose alternative technologies/options and highlight strengths and weaknesses</i></p>	<p><b>Include this item with task:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Scope of services:</b></p> <p>As City consultant, CNX will perform the following processes for the proposal item in conjunction with <b>Phase II</b> of the engagement:</p> <ul style="list-style-type: none"> <li>• Cost benefit analysis &amp; market survey from IPD</li> <li>• Creation of asset marketing &amp; sales plans</li> <li>• Creation &amp; facilitation of SLAs</li> <li>• Negotiation of SLAs for carrier-neutral Smart City Kiosks</li> <li>• Creation of billing structure for non-city customers</li> <li>• Creation &amp; facilitation of telecom inspection process</li> <li>• Assign SME to task</li> <li>• Attend and facilitate project management meetings with all involved parties and provide documentation, correspondence, scheduling, and coordination on deliverables. Prepare and distribute meeting documentation as needed</li> </ul> <p><b>Work Material:</b></p> <table border="1" data-bbox="521 1724 1490 1877"> <thead> <tr> <th><i>Deliverable(s)</i></th> <th><i>Labor Hrs</i></th> <th><i>Blended Labor Cost</i></th> <th><i>Total</i></th> </tr> </thead> <tbody> <tr> <td>Smart City Applications Study</td> <td>30</td> <td>\$162.50</td> <td>\$4,875.00</td> </tr> </tbody> </table>	<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>	Smart City Applications Study	30	\$162.50	\$4,875.00
<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>							
Smart City Applications Study	30	\$162.50	\$4,875.00							

11.	<i>Develop a master plan for Cellular and Wi-Fi</i>	<p><b>Include this item with task:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Scope of services:</b></p> <p>As City consultant, CNX will perform the following processes for the proposal item in conjunction with <b>Phase III</b> of the engagement:</p> <ul style="list-style-type: none"> <li>• Engagements with key community stakeholder groups</li> <li>• Review of Platform asset data</li> <li>• Review MNO Marketing Plan, TAP intake, Aesthetic Guidelines, Approval Hierarchy Ordinance and SLAs Permitting module data</li> <li>• Review Master SLA documentation</li> <li>• Review wireless carrier survey results</li> <li>• Review security, equipment and infrastructure study data</li> <li>• Review of RF propagation studies</li> <li>• Rights of Way utilization &amp; management data</li> <li>• Create, integrate &amp; facilitate workflow in Wi-Fi Master Plan</li> <li>• Attend and facilitate project management meetings with all involved parties and provide documentation, correspondence, scheduling, and coordination on deliverables. Prepare and distribute meeting documentation as needed</li> </ul> <p><b>Work Material:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><i>Deliverable(s)</i></th> <th style="text-align: center;"><i>Labor Hrs</i></th> <th style="text-align: center;"><i>Blended Labor Cost</i></th> <th style="text-align: center;"><i>Total</i></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Wi-Fi Master Plan</td> <td style="text-align: center;">60</td> <td style="text-align: center;">\$162.50</td> <td style="text-align: center;">\$9,750.00</td> </tr> </tbody> </table>	<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>	Wi-Fi Master Plan	60	\$162.50	\$9,750.00
<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>							
Wi-Fi Master Plan	60	\$162.50	\$9,750.00							

## Task 2: Evaluate Great Park Network Infrastructure

No.	Requested Proposal Item	Bidder Response Instructions: <i>Task 2 - Evaluate Network Infrastructure at the Park</i>
1.	<i>Evaluate current and future network infrastructure requirements</i>	<p><b>Include this item with task:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Scope of services:</b></p> <p>As City consultant, CNX will perform the following processes for the proposal item in conjunction with <b>Phase I</b> of the engagement:</p> <ul style="list-style-type: none"> <li>• Integration of assets into CNX Platform (wireless)</li> <li>• Cost benefit analysis &amp; market survey from Integrated Platform Data ("IPD")</li> <li>• Rights of Way utilization &amp; management strategies</li> <li>• Coordinate department approval hierarchy</li> <li>• Attend and facilitate project management meetings with all involved parties and provide documentation, correspondence, scheduling, and coordination on deliverables. Prepare and distribute meeting documentation as needed</li> </ul>

		<p><b>Work Material:</b></p> <table border="1"> <thead> <tr> <th><i>Deliverable(s)</i></th> <th><i>Labor Hrs</i></th> <th><i>Blended Labor Cost</i></th> <th><i>Total</i></th> </tr> </thead> <tbody> <tr> <td>See Item 1.1</td> <td>Included</td> <td>Included</td> <td>included</td> </tr> </tbody> </table>	<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>	See Item 1.1	Included	Included	included
<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>							
See Item 1.1	Included	Included	included							
2.	<p><i>Evaluate existing infrastructure and recommend design enhancements based on future needs and new technologies</i></p>	<p><b>Include this item with task:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Scope of services:</b></p> <p>As City consultant, CNX will perform the following processes for the proposal item in conjunction with <b>Phase II</b> of the engagement:</p> <ul style="list-style-type: none"> <li>• Integrate Rights of Way management strategies with City staff</li> <li>• Implement telecom ordinance requirements with City staff</li> <li>• Review needed lateral fiber placement and funding programs</li> <li>• Review aesthetic design standards with City staff</li> <li>• Legal documentation review with City staff</li> <li>• Integrate Ordinance approvals into online system logic and TAP</li> <li>• Integration of MNO Marketing Plan, TAP intake, Aesthetic Guidelines, Approval Hierarchy and SLAs into Permitting module</li> <li>• Assign SME to task</li> <li>• Attend and facilitate project management meetings with all involved parties and provide documentation, correspondence, scheduling, and coordination on deliverables. Prepare and distribute meeting documentation as needed</li> </ul> <p><b>Work Material:</b></p> <table border="1"> <thead> <tr> <th><i>Deliverable(s)</i></th> <th><i>Labor Hrs</i></th> <th><i>Blended Labor Cost</i></th> <th><i>Total</i></th> </tr> </thead> <tbody> <tr> <td>See Item 2.6</td> <td>included</td> <td>included</td> <td>included</td> </tr> </tbody> </table>	<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>	See Item 2.6	included	included	included
<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>							
See Item 2.6	included	included	included							
3.	<p><i>Develop network security and reliability criteria</i></p>	<p><b>Include this item with task:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Scope of services:</b></p> <p>As City consultant, CNX will perform the following processes for the proposal item in conjunction with <b>Phase II</b> of the engagement:</p> <ul style="list-style-type: none"> <li>• Review of current policies</li> <li>• Creation &amp; facilitation of City security protocols with FCC “CIA” (confidentiality, integrity and availability) principals of security practices used by networks, service providers and equipment developers.</li> <li>• Review legal documentation with City staff</li> <li>• Attend and facilitate project management meetings with all involved parties and provide documentation, correspondence, scheduling, and coordination on deliverables. Prepare and distribute meeting documentation as needed</li> </ul> <p><b>Work Material:</b></p>								

		<b><i>Deliverable(s)</i></b>	<b><i>Labor Hrs</i></b>	<b><i>Blended Labor Cost</i></b>	<b><i>Total</i></b>								
		See Item 1.2	included	included	included								
4.	<i>Develop an implementation strategy with cost estimates to maintain and expand capabilities</i>	<p><b>Include this item with task: Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></b></p> <p><b>Scope of services:</b></p> <p>As City consultant, CNX will perform the following processes for the proposal item in conjunction with <b>Phase III</b> of the engagement:</p> <ul style="list-style-type: none"> <li>• Review of Platform asset data</li> <li>• Review MNO Marketing Plan, TAP intake, Aesthetic Guidelines, Approval Hierarchy Ordinance and SLAs Permitting module data</li> <li>• Review Master SLA documentation</li> <li>• Review security, equipment and infrastructure study data</li> <li>• Rights of Way utilization &amp; management data</li> <li>• Create, integrate &amp; facilitate workflow in cost benefit analysis report</li> <li>• Attend and facilitate project management meetings with all involved parties and provide documentation, correspondence, scheduling, and coordination on deliverables. Prepare and distribute meeting documentation as needed</li> </ul> <p><b>Work Material:</b></p> <table border="1"> <thead> <tr> <th><b><i>Deliverable(s)</i></b></th> <th><b><i>Labor Hrs</i></b></th> <th><b><i>Blended Labor Cost</i></b></th> <th><b><i>Total</i></b></th> </tr> </thead> <tbody> <tr> <td>See Item 1.9</td> <td>included</td> <td>included</td> <td>included</td> </tr> </tbody> </table>				<b><i>Deliverable(s)</i></b>	<b><i>Labor Hrs</i></b>	<b><i>Blended Labor Cost</i></b>	<b><i>Total</i></b>	See Item 1.9	included	included	included
<b><i>Deliverable(s)</i></b>	<b><i>Labor Hrs</i></b>	<b><i>Blended Labor Cost</i></b>	<b><i>Total</i></b>										
See Item 1.9	included	included	included										
5.	<i>Evaluate and recommend network hardware and software</i>	<p><b>Include this item with task: Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></b></p> <p><b>Scope of services:</b></p> <p>As City consultant, CNX will perform the following processes for the proposal item in conjunction with <b>Phase I</b> of the engagement:</p> <ul style="list-style-type: none"> <li>• Cost benefit analysis &amp; market survey from Integrated Platform Data (“IPD”)</li> <li>• Review Current Hardware, Software, Policies, Processes and Develop Gap Analysis</li> <li>• Integrate ordinance flow into online system logic</li> <li>• Streamline Telecom Application Process (“TAP”)</li> <li>• Coordinate department approval hierarchy</li> <li>• Rights of Way utilization &amp; management Strategies</li> <li>• Coordinate review of telecom ordinances with City</li> <li>• Coordinate review of Site License Agreements (“SLAs”) with City</li> <li>• Attend and facilitate project management meetings with all involved parties and provide documentation, correspondence, scheduling, and coordination on deliverables. Prepare and distribute meeting documentation as needed</li> </ul>											



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<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>							
Permit Module Integration	40	\$162.50	\$6,500.00							
6.	<p><i>Assess the existing fiber infrastructure and recommend enhancements based current requirements and future growth</i></p>	<p><b>Include this item with task:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Scope of services:</b></p> <p>As City consultant, CNX will perform the following processes for the proposal item in conjunction with <b>Phase I</b> of the engagement:</p> <ul style="list-style-type: none"> <li>• Conduct inventory of current fiber infrastructure assets</li> <li>• Integration of assets into CNX Platform (fiber)</li> <li>• Cost benefit analysis &amp; market survey from Integrated Platform Data (“IPD”)</li> <li>• Rights of Way utilization &amp; management strategies</li> <li>• Creation &amp; facilitation of Master SLAs</li> <li>• Engage with community stakeholder groups to develop needs assessment</li> <li>• Negotiation of SLAs for carrier-neutral fiber infrastructure and data center services</li> <li>• Review of fiber funding program needs (lateral)</li> <li>• Review of current billing structure for non-city customers</li> <li>• Assign SME to task</li> <li>• Attend and facilitate project management meetings with all involved parties and provide documentation, correspondence, scheduling, and coordination on deliverables. Prepare and distribute meeting documentation as needed</li> </ul> <p><b>Work Material:</b></p> <table border="1"> <thead> <tr> <th><i>Deliverable(s)</i></th> <th><i>Labor Hrs</i></th> <th><i>Blended Labor Cost</i></th> <th><i>Total</i></th> </tr> </thead> <tbody> <tr> <td>Fiber Infrastructure Study</td> <td>40</td> <td>\$162.50</td> <td>\$6,500.00</td> </tr> </tbody> </table>	<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>	Fiber Infrastructure Study	40	\$162.50	\$6,500.00
<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>							
Fiber Infrastructure Study	40	\$162.50	\$6,500.00							
7.	<p><i>Develop a master plan for Network Infrastructure</i></p>	<p><b>Include this item with task:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Scope of services:</b></p> <p>As City consultant, CNX will perform the following processes for the proposal item in conjunction with <b>Phase III</b> of the engagement:</p> <ul style="list-style-type: none"> <li>• Review of Platform asset data</li> <li>• Review MNO Marketing Plan, TAP intake, Aesthetic Guidelines, Approval Hierarchy Ordinance and SLAs Permitting module data</li> <li>• Review Master SLA documentation</li> <li>• Review security, equipment and infrastructure study data</li> <li>• Review Rights of Way utilization &amp; management data</li> </ul>								

	<ul style="list-style-type: none"> <li>Review fiber &amp; infrastructure analysis</li> <li>Create, integrate &amp; facilitate workflow into Infrastructure Master Plan</li> <li>Attend and facilitate project management meetings with all involved parties and provide documentation, correspondence, scheduling, and coordination on deliverables. Prepare and distribute meeting documentation as needed</li> </ul> <p><b>Work Material:</b></p> <table border="1"> <thead> <tr> <th><i>Deliverable(s)</i></th> <th><i>Labor Hrs</i></th> <th><i>Blended Labor Cost</i></th> <th><i>Total</i></th> </tr> </thead> <tbody> <tr> <td>Infrastructure Master Plan</td> <td>50</td> <td>\$162.50</td> <td>\$8,125.00</td> </tr> </tbody> </table>	<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>	Infrastructure Master Plan	50	\$162.50	\$8,125.00
<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>						
Infrastructure Master Plan	50	\$162.50	\$8,125.00						

### Task 3: Develop Lease Strategy for the Great Park

<b>No.</b>	<b>Requested Proposal Item</b>	<b>Bidder Response Instructions:</b> <i>Task 3 - Develop a Strategy, Market, and Manage Leases for the Park</i>								
1.	<i>Provide a proposal to demonstrate how a third-party would act in the City's interest in marketing, negotiating, and managing Wireless Network infrastructure leasing opportunities</i>	<p><b>Include this item with task:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Scope of services:</b></p> <p>As City consultant, CNX will perform the following processes for the proposal item in conjunction with <b>Phase I</b> of the engagement:</p> <ul style="list-style-type: none"> <li>Cost benefit analysis &amp; market survey from Integrated Platform Data ("IPD")</li> <li>Rights of Way utilization &amp; management strategies</li> <li>Coordinate department approval hierarchy</li> <li>Coordinate review of telecom ordinances with City</li> <li>Coordinate review of Site License Agreements ("SLAs") with City</li> <li>Attend and facilitate project management meetings with all involved parties and provide documentation, correspondence, scheduling, and coordination on deliverables. Prepare and distribute meeting documentation as needed</li> </ul> <p><b>Work Material:</b></p> <table border="1"> <thead> <tr> <th><i>Deliverable(s)</i></th> <th><i>Labor Hrs</i></th> <th><i>Blended Labor Cost</i></th> <th><i>Total</i></th> </tr> </thead> <tbody> <tr> <td>Network Study</td> <td>25</td> <td>\$162.50</td> <td>\$4,062.50</td> </tr> </tbody> </table>	<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>	Network Study	25	\$162.50	\$4,062.50
<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>							
Network Study	25	\$162.50	\$4,062.50							

2.	<p><i>Develop a strategy to operate and maintain related wireless network infrastructure</i></p>	<p><b>Include this item with task:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Scope of services:</b></p> <p>As City consultant, CNX will perform the following processes for the proposal item in conjunction with <b>Phase III</b> of the engagement:</p> <ul style="list-style-type: none"> <li>• Review of Platform asset data</li> <li>• Review MNO Marketing Plan, TAP intake, Aesthetic Guidelines, Approval Hierarchy Ordinance and SLAs Permitting module data</li> <li>• Review Master SLA documentation</li> <li>• Review security, equipment and infrastructure Study data</li> <li>• Rights of Way utilization &amp; management data</li> <li>• Create, integrate &amp; facilitate workflow in Operations Plan</li> <li>• Attend and facilitate project management meetings with all involved parties and provide documentation, correspondence, scheduling, and coordination on deliverables. Prepare and distribute meeting documentation as needed</li> </ul> <p><b>Work Material:</b></p>
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## **Wireless and Telecommunications Consulting Services Q&A**

### **Q. What's the urgency for bringing this Contract now, one month before presenting the IT budget and Strategic Plan?**

The development of this RFP began in the fall of 2016, and was brought to the Finance Commission at the completion of the evaluation process. The confluence of several events galvanized the need for these services. In the past several months we have received 100 applications for new cellular facilities, an unprecedented increase in the number of requests for new cell sites in the City right-of-way. Carriers have also expressed interest in 80 additional sites, which would nearly double the number of permitted sites in the City. Additionally, the first portion of the 688-acre Great Park Improvement Area will open within the next six months, driving a significant increase in park visitation. This will, in turn, increase demand for cellular, voice and data bandwidth and strain the current information and communication technology systems.

This rapid increase has presented numerous challenges and opportunities. These new sites are requested in the City right-of-way versus private property where most current sites are located. Use of the City right-of-way poses aesthetic as well implementation concerns. For instance, if all 100 sites were permitted one by one, 100 separate construction projects, including cutting into and digging underneath roadways to add underground infrastructure may be necessary. This would lead to significant traffic disruptions, deteriorate roadway integrity, increase the cost of future road maintenance and, complicate an already complex infrastructure system.

Through the use of consulting services to develop a comprehensive wireless infrastructure plan, the City has an opportunity to minimize the impact by understanding the carriers' future needs and implementing a plan to coordinate activities among carriers and build an infrastructure that provides reliable and extensive coverage to Irvine residents and businesses.

### **Q. Since only 9 of the current 200 antennas are located in City property, the City does not currently provide infrastructure. Private companies compete against each other in the market. Why should the City get involved in this line of business?**

This is correct, based on historical business and delivery models used to this point. The current trend is to develop smaller sites at closer intervals using existing structures, such as street light poles and traffic light poles in the City right-of-way. This is entirely different than the previous model, in that it requires use of public property. While the City has not sought to involve itself in the business of the carriers, their current deployments rely on City and other utility assets. The City has a duty to protect its assets and minimize its liability while supporting the deployment of new sites to provide better service to the Irvine resident, visitor and business community.

**Q. The Commission should evaluate this project as it related to the IT strategic plan. Why didn't staff present this as part of the IT Strategic Plan?**

The IT Strategic Plan is part of the fiscal year budgetary process. While this contract is related to technology, it is distinct from the City's strategic technology plan, and the technical outcome of the wireless plan will be fully integrated into the IT Plan. The urgency of this project was identified last year and staff worked diligently to bring this contract for approval in a timely manner.

**Q. Why do we need a plan? We made it thus far without a plan.**

While the City has managed to date without a wireless master plan, a number of factors have led staff to the conclusion that a plan is necessary. The increased demand for wireless bandwidth and recent changes in technology created new business models for delivering cell services.

**The Current Process/Technology**

In the past, cellular companies improved their coverage by installing macro cell towers in targeted areas. The macro sites that located large antennas in a few locations throughout the City, usually on private property where they can hide the antennas behind large structures or other screening. The City approved approximately 200 macro towers over the last 10 years.

**The New Process/Technology**

The delivery models used by cellular carriers have changed significantly. To meet the rapid demand for faster wireless connections and higher bandwidth, carriers are deploying new technology (smaller micro cell antennas in high density areas) to supplement existing macro cell towers. Telephone poles and lampposts located in the public right-of-way are highly desired by carries for these antennas. In recent months, the City has received 100 permit requests for micro antennas and staff are aware of an additional 80 requests to follow.

**The Challenge and Opportunity**

Increased requests for micro antennas, expected to reach the thousands in the near future, will create a shortage of available assets to mount the antennas. This could potentially lead to conflicts between carriers seeking to provide citywide coverage for their customers. Hiding or disguising thousands of antennas in the public right-of-way will require design standards, which do not currently exist. Additionally, cutting into and digging underneath roadways to add underground infrastructure may be necessary to

support each micro installation. With hundreds of these construction projects, the impact on traffic and roadway integrity will create challenges for residents and businesses. The City has an opportunity to coordinate activities, develop new standards, and share its assets with carriers to minimize impact on the infrastructure and streamline processes. In addition, the City can create new revenue sources to offset the maintenance cost by leasing the shared assets. Many local cities are faced with similar challenges and have recently hired consulting firms to prepare similar wireless and/or telecommunications master plans.

In particular, a wireless master plan will address the following immediate concerns:

- 1) The delivery models used by cellular carriers have changed significantly. The exponential increase of the number of sites requires planned infrastructure, including conduit, electricity and fiber, which must be run under existing roadways and rights of way. Without a plan there will be no coordination to make sure infrastructure is designed and built in an intelligent way to minimize negative impacts on infrastructure and minimize street level construction activities. A plan will help guide the City and carriers to the best deployment options for the mutual benefit of all parties.
- 2) Pending legislation seeks to change the status of wireless carriers to public utilities. There are a number of unknowns with such a designation change as it relates to their use of City assets including the right-of-way. This plan will provide the City with objective options accounting for pending legislation and its impact on the City and the City's relationship with the carriers.
- 3) Recently enacted legislation now limits the City's ability to review permit applications by carriers to only 90 days. The City's wireless ordinance must be updated to include processes that accommodate this new requirement, particularly given the number of permit applications being requested by the carriers.

**Q. Is wireless consulting services part of the current General Plan update?**

The General Plan involves land use concerns and does not have a component for wireless or wireless infrastructure planning. It is important to note that presently cellular carriers are not considered utilities for purpose of regulatory processes.

**Q. Where is the scoring chart with prices?**

The scoring chart used for evaluation compilation does not contain individual firm pricing, as this is a professional services contract versus a public works contract. Pricing for professional services contracts is rated on scale using the lowest responsive bid

amount earning the highest score with higher priced firms given a relative score based on the percentage increase over the lowest amount. Any bidder with a price more than 100% higher than the lowest bid is rated at zero for this category. The scoring chart is attached.

**Q. Should the City be doing this?**

The City has an interest in planning for the orderly deployment of privately owned and operated equipment on its infrastructure and assets. The City also has an interest in ensuring carriers are able to provide reliable coverage, and develop an expedited process to ensure permit applications are processed within State mandated timeframes. Additionally, proposed legislation makes it prudent for the City to create a reasoned approach in light of new technology and emerging laws.

**Q. Why are we doing this?**

The evolution of new business and delivery models of the carriers has led to a significant increase in cellular facility applications. This increase has implications beyond simple antenna placement, as each site requires infrastructure, such as conduit, fiber and power. In a vacuum, this can appear insignificant. In the context of multiple carriers, each needing their own individual sites, an uncoordinated process will lead to duplicative construction, detrimental impacts to City infrastructure, entitlement processing challenges, and noticeable aesthetic changes throughout the City.

Staff, being keenly aware of the City's guiding principles, seeks to address these challenges and develop a plan whereby carriers are able to expeditiously deploy new resources and the City is able to address its need for the regulatory and permitting process. Additionally, there is the opportunity to improve City infrastructure and IT systems and realize cost-recovery while assisting carriers in these deployments.

**Q. What's holding up the current 100 permit applications?**

The City has a robust existing regulatory process. The 100 requests are in different phases of review. These applications are being processed and reviewed in accordance with City policy, and State and Federal law. None are ready for final approval. The City has identified that this process can be improved, and needs to adapt to the evolving technology and carrier needs. Part of the consultant scope of work is to identify and recommend process and procedure improvements for handling future applications.

Current State and Federal regulations require cell site applications to be processed within 90 days. If the City fails to meet this deadline, its discretionary permitting rights are forfeited and the applications are deemed approved. The current City process is based on the historical, macro-site system with few applications coming through over a period of time. This allowed for a thorough review of each application by staff and the Planning Commission. The trend is towards much higher application volume. This requires a more streamlined process that may include identification of approved sites

and design standards so that applications can be processed within the 90-day mandated timeframe.

**Q. Who are the audience, customers we are serving with this plan? Who will benefit from it?**

Ultimately the residents of Irvine are the beneficiaries of this plan due to improved cellular coverage, reduced number of construction projects and traffic interruptions, ability to utilize future technologies, and improved services from mobile City staff. The creation and deployment of this plan will benefit the community at large, the City, local businesses and the carriers. This comprehensive plan will allow carriers better flexibility to deploy facilities and will help ensure coverage is reliable throughout the City. Additionally, City staff will benefit from wireless and fiber connectivity to the myriad of City facilities and City IT systems will run more efficiently across the City.

**Q. Did one of the bids include \$0 cost for the study?**

No. One bid did include a zero up-front cost to the City. However, this bid was structured on a predetermined business model with a significant revenue share for all City cell leases. This revenue share, based on the City's current cell lease revenue and projected site values would yield that firm \$360,000 per year under their proposed terms. This bid estimated the fair value of their services to be \$1,312,500, which makes this the most expensive bid received. For all eight bids received, the range of prices was \$50,000 to \$1,375,800, with four proposals at more than \$500,000.

Procurement for professional services contracts, such as this, take into account pricing. However, the evaluation process also considers each bidder's experience, qualifications, methodology and project approach. This is necessary to procure the best possible product at the best overall cost to the City. While CNX was not the least expensive option, none of the other firms provided comparable experience, qualifications, methodology or project approach. Because of this, the value of the proposal, in relation to all others received, was deemed fair and reasonable.

**Q. Can we use other vendors who can perform planning as part of their overall proposal for service?**

There are certainly many vendors who can complete components of these services. However, the City seeks unbiased, objective advice and information to make educated and well-reasoned decisions. This provider has performed the same services for other similar and larger cities. Those clients have reported they are extremely satisfied with the provider and have received positive carrier feedback from the implementation of the associated wireless and infrastructure masterplans.



**Q. Are we looking to become a competitor to the current providers?**

No. The City does not seek to be a competitor to the providers, but rather a better partner. The implications of the cellular industry's new business and delivery models require us to work in concert. The City has significant existing resources and facilities that may allow for more efficient provision of services for the providers. For instance, conduit already in the ground throughout the City may support additional uses, such as fiber for cell antennas in the right-of-way. If this is found to be a feasible option, carriers would be able to more quickly deploy their services, and the City may be able to realize cost-recovery for its deployment of this infrastructure.

**Q. How would the City's improved infrastructure help cellular carriers expand their coverage?**

City infrastructure may assist in reducing duplicative conduit, fiber and power deployments. While the carriers are well versed at identifying the areas where they need coverage, this improved infrastructure allows a mechanism to support these deployments, increasing Citywide connectivity and minimizing duplicative construction. For example, a road is often built with sewer and storm drains paved and completed. Several months later the new road is dug up to lay gas line and repaved only to be reopened to add electricity. Proper planning for the installation of conduit, fiber and power for cell facilities in the right-of-way will reduce further impacts on these roads.

**Q. Does the City currently own fiber optics?**

The City has fiber optics connecting some City facilities, traffic lights and traffic cameras. Fiber extends throughout the City, but does not currently exist Citywide.

**Q. Does the City provide Wi-Fi access today?**

City Hall, many community centers and the Orange County Great Park have some Wi-Fi coverage. The consultant's scope of work includes an analysis of expanding Wi-Fi coverage at additional City facilities.

**Q. Can IT security improve with this contract?**

Yes. The consultant's scope of work includes an analysis of options to secure City owned connections and wireless access. Security, in this context, relates to security protocols for wireless and infrastructure systems. As data travels off-site, or on non-city owned networks, additional security is necessary to protect data.

**Q. Who manages IT security and how does the City update its security?**

The City outsourced its IT services including IT security to DXC (formally HPE). This contract will address specific security planning outside the scope of the general IT service contract, such as new security devices and protocol development specifically related to fiber and wireless data transmission.

**Q. What are our neighboring cities doing about this?**

Many local cities, including Huntington Beach, Mission Viejo, Lake Forest and Tustin have recently hired consulting firms to prepare similar wireless and/or telecommunications master plans.

**Q. Has an advisory board been included as part of this process?**

Part of the process of plan development will include stakeholder outreach, including carrier representatives, members of the Irvine technology community, and other community partners, such as the Irvine Unified School District and Irvine Ranch Water District. Bringing these stakeholders together will help guide the consultant's effort in preparing a comprehensive plan for the City.

**Q. Are there advantages or disadvantages of considering the needs of the Irvine School Districts and IRWD in this Contract? Should we have their representatives in the evaluation?**

IUSD and IRWD are valued partners with City. There are certainly challenges and opportunities in considering their needs and input into this process. The City will include them as stakeholders and seek ways to include them on whatever implementation plans are developed. This will allow cost-benefit sharing of resources of mutual interest. However, they were not brought on board in development and consideration of this RFP due to the specific nature of the desired scope of work as it relates to City infrastructure planning and streamlining its entitlement process.

**Q. We have been planning land for a long time but we have not been planning technology for a long time. Our IT track record has been to spend a lot of money and hire other people. Why don't we hire experts within our community to give advice? Why isn't there input from the beginning?**

When we hire experts, we seek to hire the best qualified person or firm for the job. The community has a number of people interested in and possessing varying levels of

technological expertise. The services the City is seeking in this contract are detailed, specific and require a firm with experience and a successful track record in providing these services. The RFP was distributed to over 400 vendors, with 60 entities downloading the bid information. Additionally, several local firms were directly notified of the RFP and encouraged to participate. The results were eight proposals, which were evaluated objectively based on the tasks requested in the RFP. Staff reviewed the proposals and identified the best qualified firm to complete the work.

Scoring Chart – RFP 17-1194 Wireless and Telecommunications Consulting Services

Methodology, Project Approach, Experience and Qualifications:

Rank	Firm	Score (out of 10)
1	CNX	7.37
2	ATS	6.87
3	Magellan	6.17
4	Mobilenet	5.2
5	Smartwave	4.3
6	5 BARS	3.7
7	Mobilitie	2.7
8	Ritter Real Estate	1.87

Once the evaluation ratings were tabulated, the pricing rating was computed. 5 BARS provided only a revenue share formula, so they were given a 10 rating (the highest) for pricing at 20% weighting, giving them 2 points. The scoring with pricing:

Rank	Firm	Score (out of 10)
1	CNX	7.37
2	ATS	6.87
3	Magellan	6.17
4	5 BARS	5.7
5	Mobilenet	5.2
6	Smartwave	4.3
7	Mobilitie	2.7
8	Ritter Real Estate	1.87

The top three rated firms were interviewed by the ratings team, the scoring after the interviews:

Rank	Firm	Score (out of 15)
1	CNX	11.87
2	ATS	10.53
3	Magellan	7.17

## SCORING CHART

**3.1**

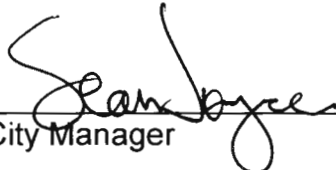


# REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:** APRIL 25, 2017

**TITLE:** APPROVAL OF THE COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIPS 2017-2018 ACTION PLAN FUNDING RECOMMENDATIONS

  
\_\_\_\_\_  
Director of Community Development

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

## RECOMMENDED ACTION

1. Receive staff report.
2. Open the public hearing; receive public input.
3. Close the public hearing.
4. City Council comments and questions.
5. Adopt – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING THE 2017-2018 ACTION PLAN FOR FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIPS ENTITLEMENT GRANT PROGRAMS

## EXECUTIVE SUMMARY

The City receives Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) federal entitlement grant funds annually from the U.S. Department of Housing and Urban Development (HUD). To remain eligible for these grant funds, the City is required to submit an Action Plan to HUD each year, outlining how these funds will be used during the upcoming fiscal year. As part of this annual process and to comply with HUD statutory deadlines, the Community Services Commission (Commission) evaluates applications and makes funding recommendations to the City Council. Although the CDBG and HOME funding allocations have not been released by HUD, the deadline for submission of the 2017-2018 Action Plan to HUD is May 15. Therefore, the Commission recommendations for Fiscal Year 2017-2018 are based upon the Fiscal Year 2016-2017 allocations, summarized in Attachment 1 and described in detail in the 2017-2018 Action Plan (Attachment 2).

## COMMISSION/ADVISORY BOARD RECOMMENDATION

On February 15, the Commission conducted a meeting that was publicly noticed and provided citizens the opportunity to participate in the CDBG and HOME program

funding recommendation process. The Commission heard oral presentations from 13 applicants for CDBG Public Service funds and three applicants for CDBG and HOME Capital Improvement project funds. At its March 15 public meeting, the Commission deliberated on funding recommendations and voted unanimously, with all members present, to recommend funding 12 public service applications and three Capital Improvement project applications (Attachment 1).

## **ANALYSIS**

### **Background**

Each year, the City of Irvine receives entitlement grant funds from HUD under the CDBG and HOME programs to carry out a wide variety of community development activities that benefit lower-income Irvine residents. As part of its responsibility in receiving these funds, the City is required to prepare and submit an annual Action Plan delineating the proposed use of CDBG and HOME funds. To comply with HUD regulations, the 2017-2018 Action Plan must be received by HUD on or before May 15. All of the CDBG and HOME funding allocations received from HUD must be expended on eligible activities during the designated program year.

### **2017-2018 Action Plan**

The Action Plan is a federally-mandated document in a prescribed format that describes how the City's use of CDBG and HOME funds addresses the priorities in the 2015-2019 Consolidated Plan that was adopted by the City Council on April 28, 2015. The 2017-2018 Action Plan covers the upcoming Fiscal Year (beginning July 1, 2017 and ending June 30, 2018).

The 2015-2019 Consolidated Plan included a component section called the Strategic Plan, which established the following funding priorities for the CDBG and HOME programs:

- Expand the supply of affordable rental housing.
- Preserve and improve the supply of affordable rental and ownership housing.
- Ensure fair housing and equal access to housing opportunities for all Irvine residents.
- Provide public services for low-income youth and seniors.
- Provide public services for residents with special needs, including victims of domestic violence, veterans and residents with physical, mental and developmental disabilities.
- Provide public services to prevent and eliminate homelessness.
- Improve public facilities and infrastructure.

The 2017-2018 Action Plan outlines the proposed programs and services recommended by the Commission to be funded in the third year of the 2015-2019

Consolidated Plan. HUD regulations require public participation in the allocation of CDBG and HOME funds; therefore, each year the City issues a Notice of Funding Availability inviting the submission of applications for Public Service programs and Capital Improvement projects.

The Commission reviews all eligible applications, receives public input, hears oral presentations from the applicants and makes funding recommendations to the City Council. The 2017-2018 Action Plan includes the Commission recommendations that were developed taking into consideration the priorities and objectives outlined in the Strategic Plan.

**2017-2018 CDBG and HOME Funding Recommendations**

The City’s CDBG and HOME funding allocations from HUD for the 2017-2018 Program Year have not been determined and released. HUD guidance to cities is to use current fiscal year allocations. Therefore, to meet CDBG and HOME mandated deadlines, the proposed Commission funding recommendations are based upon the current 2016-2017 Program Year City allocations as shown on the table below. In addition to the annual estimated CDBG and HOME grant amounts, the table includes carryover funds for both programs. Carryover funds are repaid or unused funds from previously approved projects now available for new activities. The allocations for Capital Improvement Projects, Public Services and Administration expenses are also shown.

2017-2018 Estimated CDBG and HOME Funding and Allocation Levels

Estimated Funds (Revenue)	CDBG	HOME	TOTAL
Grant Amount	\$1,320,567	\$494,855	\$1,815,422
Carryover	\$127,753	\$0	\$127,753
Total	\$1,448,320	\$494,855	\$1,943,175

Estimated Allocation (Expenditure)	CDBG	HOME	TOTAL
Capital Improvement	\$986,122	\$371,141	\$1,357,263
Public Services (CDBG)	\$198,085	NA	\$198,085
CHDO (Reserved)	NA	\$74,229	\$74,229
Administration	\$264,113	\$49,485	\$313,598
Total	\$1,448,320	\$494,855	\$1,943,175



### *CDBG Funds*

Federal regulations allow the City to designate up to 15 percent of the CDBG allocation for Public Service programs. The maximum amount of funds available for public service programs is estimated at \$198,085. The Commission recommended allocating this amount among 12 of the 13 Public Service applications that were received as outlined in Attachment 1. Within the Public Services funding category is a HUD mandate that all jurisdictions provide fair housing services, which includes fair housing education, monitoring claims of discrimination and enforcing fair housing laws in the courts. These services are provided to the City by the Fair Housing Foundation.

The funds available for CDBG Capital Improvement projects are estimated at \$986,122. Three applications were received, two from City departments and one from Families Forward, requesting \$1,364,550 for projects that address high priority housing and public facilities needs identified in the Strategic Plan. The Commission recommends allocating all available funds to the three capital applications as outlined in Attachment 1. The City Community Facilities ADA and Families Forward HVAC Improvement projects were recommended for funding above their initial requests and staff confirmed that the additional funding could be used by the applicants.

### *HOME Funds*

The estimated funds available for HOME Capital Improvement projects are \$371,141. The Commission recommends allocating all available funds to the one application that was received for the City of Irvine Residential Rehabilitation Program. The HOME Capital Improvement funding recommendation is shown in Attachment 1.

Federal regulations require that at least 15 percent of the City's HOME allocation be directed to affordable housing that is owned, developed or sponsored by experienced, community-driven nonprofit groups designated as Community Housing Development Organizations (CHDOs). The City has actively marketed this restricted funding opportunity; however, no qualified CHDOs have submitted applications for three years. The estimated funds required to be reserved for eligible CHDO projects in FY 2017-18 are \$74,229 in addition to CHDO set-asides of \$67,611 and \$74,228 from FY 2015-16 and FY 2016-17. The total CHDO funds available are approximately \$216,068. HUD regulations require that CHDO funds be expended within two years of the allocation. Therefore, the FY 2015-16 CHDO funds (\$67,611) will expire in July, 2017. If the CHDO funds expire, these funds must be returned per HUD regulations. Staff will continue to seek applications for CHDO projects during the program year.

### *Planning and Administration*

Twenty percent of the City's CDBG allocation and 10 percent of its HOME allocation may be used for planning and administration. The total funds available for CDBG and HOME administration are estimated at \$313,598. These funds may be used to pay for City staff to manage the programs, legal counsel to prepare contracts, consultants to provide technical support and other similar administrative expenses.

These funding recommendations, as well as the projected measurable accomplishments for each proposed activity, are described in the 2017-2018 Action Plan (Attachment 2).

### **ALTERNATIVES CONSIDERED**

Since HUD had not released FY 2017-2018 allocations when funding recommendations were made by the Commission, the 2017-2018 funding recommendations are based upon the current (FY 2016-2017) CDBG and HOME program budget. The City Council may choose to modify any of the Commission funding recommendations for Public Service programs and/or Capital Improvement projects within the aggregate funding limits outlined on page three of this report. The Commission fully funded fair housing services provided by the Fair Housing Foundation as these services are mandated by HUD and are not proposed to be adjusted if HUD allocations are increased or decreased for FY 2017-2018. The Commission recommends, for all other recipients, that the City Council adjust funding allocations as follows:

#### Public Service allocations:

1. If CDBG funds are increased, the three recipients currently below \$10,000 (AIDS Services Foundation, Council on Aging and Stand Up for Kids) would be increased to \$10,000 with the remaining balance of the increased funds being distributed, using a weighted average, to all Public Service recipients excluding Fair Housing Foundation.
2. If CDBG funds are decreased, using a weighted average, distribute decrease to Public Service recipients, excluding three recipients currently below \$10,000 (AIDS Services Foundation, Council on Aging and Stand Up for Kids).

#### Capital Improvement project allocations:

1. If CDBG and HOME funds are increased or decreased, using a weighted average, distribute increase or decrease to all recommended activities.

### **FINANCIAL IMPACT**

The City's proposed FY 2017-2018 CDBG and HOME program budget of \$1,448,320 in CDBG and \$494,855 in HOME is comprised of new entitlement and carryover funds for

a total amount of \$1,943,175. Approval of the 2017-2018 Action Plan will impact the General Fund in terms of legal costs attributed to the preparation of contractual agreements between the City and recipients regarding the use of CDBG and HOME funding. These costs are included in the Community Development Department Housing Division budget.

## **ENVIRONMENTAL REVIEW**

For purposes of the National Environmental Policy Act and the California Environmental Quality Act, approval of the 2017-2018 Action Plan is categorically exempt from environmental review. Prior to commitment or release of funds for each of the proposed projects, HUD requires that the environmental impact of all activities set forth in the Action Plan be assessed and documented according to applicable program regulations. An appropriate environmental review will be prepared for each approved activity prior to entering into an agreement with any entity to receive CDBG or HOME funds.

**REPORT PREPARED BY:** Charles G. Kovac, Housing and Grants Analyst

## **ATTACHMENTS**

Attachment 1: 2017-2018 CDBG and HOME Funding Recommendations

Attachment 2: 2017-2018 Action Plan

Attachment 3: Resolution – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING THE 2017-2018 ACTION PLAN FOR FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIPS ENTITLEMENT GRANT PROGRAMS

**City of Irvine  
Community Services Commission  
FY 2017-18 CDBG & HOME Funding Recommendations**

<b>CDBG PUBLIC SERVICES</b>	<b>REQUESTED FUNDING</b>	<b>RECOMMENDED FUNDING</b>
1. AIDS Services Foundation	11,000	9,500
2. Assistance League of Irvine	40,000	21,534
3. City of Irvine - Meals on Wheels	35,000	21,534
4. Council on Aging - Southern California	10,000	8,230
5. Fair Housing Foundation (HUD Mandated Program)	17,119	17,119
6. Families Forward	25,000	20,758
7. Human Options	20,000	11,446
8. Irvine Adult Day Health Services	29,203	18,837
9. Irvine Children's Fund	50,000	32,294
10. Irvine Public Schools Foundation	12,500	11,824
11. South County Outreach	20,000	15,423
12. Stand Up for Kids	25,749	9,586
<b>TOTAL FUNDING</b>	<b>295,571</b>	<b>198,085</b>

<b>CDBG CAPITAL</b>	<b>REQUESTED FUNDING</b>	<b>RECOMMENDED FUNDING</b>
1. City of Irvine - Community Facilities ADA	426,550	449,869
2. Families Forward - HVAC Improvements	188,000	198,400
3. City of Irvine - Residential Rehabilitation Program	750,000	337,853
<b>TOTAL FUNDING</b>	<b>1,364,550</b>	<b>986,122</b>

<b>HOME CAPITAL*</b>	<b>REQUESTED FUNDING</b>	<b>RECOMMENDED FUNDING</b>
1. City of Irvine - Residential Rehabilitation Program	371,141	371,141
2. Community Housing Development Organization (CHDO)	-	74,229
<b>TOTAL FUNDING</b>	<b>371,141</b>	<b>445,370</b>

\* Recommendation pursuant to HUD policy requiring that 15 percent of each individual HOME grant allocation be reserved for affordable housing projects owned, developed or sponsored by CHDOs.



Draft

# Annual Action Plan FY 2017-2018

April 25, 2017



# City of Irvine, California Draft 2017-2018 Action Plan

Prepared by:  
The City of Irvine  
Community Development Department  
Housing Division  
1 Civic Center Plaza  
Irvine, CA 92606  
[cityofirvine.org](http://cityofirvine.org)

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Cover:

## **Alegre Apartments – Affordable Rental Housing**

Alegre Apartments is the Irvine Community Land Trust's first development in partnership with AMCAL Multi-Housing, Inc. These 104 apartment homes were made available in part with the City of Irvine's Community Development Block Grant and HOME Investment Partnerships financing from the U.S. Department of Housing and Urban Development. Completed in 2015, Alegre Apartments are permanently affordable and include 11 one-bedroom, 55 two-bedroom, 34 three-bedroom, and 4 four-bedroom units affordable to households earning 30 percent to 50 percent of the Orange County Median Income.

On-site amenities include a pool, kid's water splash feature, BBQ area, tot-lot and a large two-story clubhouse with offices, computer lab, kitchen, media room, game room and fitness center. Resident services are available through partnerships with LifeSTEPS, Families Forward, the County of Orange, and United Cerebral Palsy of Los Angeles to provide social services. Alegre achieved LEED Gold building certification with sustainability features and each unit is fully accessible.

## **City Council**

Donald P. Wagner  
Mayor

Lynn Schott  
Mayor Pro Tempore

Melissa Fox  
Councilmember

Jeffrey Lalloway  
Councilmember

Christina L. Shea  
Councilwoman

## **Community Services Commission**

Kevin Trussell  
Chair

Jim Shute  
Vice Chair

Lauren K. Johnson  
Commissioner

Dick Owens  
Commissioner

Scott Schultz  
Commissioner

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## **AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)**

### **1. Introduction**

The City of Irvine has prepared this 2017-2018 Action Plan as required to receive federal Community Development Block Grant and HOME Investment Partnerships funds. The Action Plan provides the U.S. Department of Housing and Urban Development (HUD) with information on the projects and activities receiving CDBG and HOME funds to address the City's 2015-2019 Consolidated Plan - Strategic Plan goals during the 2017-2018 Program Year beginning July 1, 2017 and ending June 30, 2018.

The City receives CDBG and HOME funds from HUD on a formula basis each year, and in turn, awards grants and loans to nonprofit, for-profit or public organizations for programs and projects in furtherance of this Action Plan. The CDBG and HOME programs provide for a wide range of eligible activities for the benefit of low- and moderate-income Irvine residents.

#### **Community Development Block Grant (CDBG)**

The Housing and Community Development Act of 1974 created the CDBG Program with three primary objectives against which HUD evaluates the Consolidated Plan and the City's performance. Those primary objectives are decent housing, suitable living environments, and expanded economic opportunities for low- and moderate-income persons. CDBG regulations require that each activity meet one of the following national objectives:

- Benefit low- and moderate-income persons; or
- Aid in the prevention or elimination of slums and blight; or
- Meet other community development needs having a particular urgency (usually the result of a natural disaster).

#### **HOME Investment Partnerships (HOME)**

The Cranston-Gonzalez National Affordable Housing Act of 1990 created the HOME program to expand the supply of affordable housing for low- and moderate-income households. Often used in partnership with local nonprofit housing development organizations, the HOME program can support a wide range of affordable housing activities, including building, buying, and/or rehabilitating rental and ownership housing or providing direct rental assistance to low- and moderate-income people.

As of the publication of this draft Action Plan, the City's CDBG and HOME funding allocations from HUD for the 2017-2018 Program Year have not been determined and released. To meet HUD deadlines for submission of the Action Plan, this draft Plan uses the 2016-2017 grant

amounts and prior year unallocated CDBG and HOME resources as planning estimates for the purpose of engaging interested residents and stakeholders in the grants planning process. This draft Action Plan includes CDBG funds estimated at \$1,448,320 and HOME funds estimated at \$494,855. The funding recommendations listed below will be provided for City Council consideration at its regular meeting of April 25. In the event that final formula grant allocations from HUD are known at that time, the City Council will have the opportunity to approve final allocations to activities. If the final formula grant allocations from HUD are not known by the April 25 City Council meeting, the City Council will have the opportunity to specify how the allocations to these activities shall be increased or decreased administratively to conform with the final amount of CDBG and HOME funding available at the time that information becomes available.

**2017-2018 CDBG Public Service Activities**

AIDS Services Foundation: HIV Case Management and Support Services	\$9,500
Assistance League of Irvine: Operation School Bell	\$21,534
City of Irvine Community Services: Irvine Meals on Wheels	\$21,534
Council on Aging – Southern California: Elder Abuse Prevention	\$8,230
Fair Housing Foundation: Fair Housing Services	\$17,119
Families Forward: Transitional Housing for Homelessness Prevention	\$20,758
Human Options: Domestic Violence Services Program	\$11,446
Irvine Adult Day Health Services: Skilled Nursing Program	\$18,837
Irvine Children’s Fund: Before and After School Child Care	\$32,294
Irvine Public Schools Foundation: After School Academic Enrichment	\$11,824
South County Outreach: Homelessness Prevention Program	\$15,423
Stand Up for Kids: Street Outreach to Homeless Youth	\$9,586

**2017-2018 CDBG Capital Activities**

City of Irvine: Community Facilities ADA Improvements	\$449,869
Families Forward: Program Center HVAC Improvements	\$198,400
City of Irvine: Residential Rehabilitation Program	\$337,853

**2017-2018 HOME Activities**

City of Irvine: Residential Rehabilitation Program	\$371,141
Community Housing Development Organization (CHDO) Reserve	\$74,229

**2017-2018 Program Administration Activities**

CDBG Program Administration	\$264,113
HOME Program Administration	\$49,485

## 2. Summary of the objectives and outcomes identified in the Action Plan

The objectives and outcomes included in the 2017-2018 Action Plan are consistent with the City’s 2015-2019 Consolidated Plan. The Consolidated Plan identified high priority objectives and outcomes through analysis of housing and community development data elements and data gathered from stakeholder consultation and citizen participation as required by HUD. The Consolidated Plan relied principally on datasets supplied by HUD in the online Consolidated Plan system (the eCon Planning Suite), including data from the 2007-2011 American Community Survey (ACS) 5-Year Estimates and the Comprehensive Housing Affordability Strategy (CHAS) covering the same time period. Other sources of information used to identify needs and establish priorities were obtained through consultation with local nonprofit agencies involved in the development of affordable housing and the delivery of public services to children, families, elderly persons, veterans, and persons with special needs throughout the community.

In consideration of community input and available data, the seven priority needs listed below were established in the 2015-2019 Consolidated Plan:

- Expand the supply of affordable housing
- Preserve the supply of affordable housing
- Ensure equal access to housing opportunities
- Provide public services for low-income residents
- Provide public services for residents with special needs
- Prevent and eliminate homelessness
- Improve public facilities and infrastructure

Consistent with HUD’s national goals for the CDBG and HOME programs to provide decent housing opportunities, maintain a suitable living environment and expand economic opportunities for low- and moderate-income residents, the priority needs listed above are addressed for the 2017-2018 Program Year as shown in Table 1.

**Table 1 - Strategic Plan Summary**

	<b>Goal Name</b>	<b>Category</b>	<b>Need(s) Addressed</b>	<b>2015-2019 Goal Outcome Indicator</b>	<b>2017-2018 Goal Outcome Indicator</b>
1.	Affordable Rental Housing Development	Affordable Housing	Expand the supply of affordable housing	225 rental housing units	No projects

	<b>Goal Name</b>	<b>Category</b>	<b>Need(s) Addressed</b>	<b>2015-2019 Goal Outcome Indicator</b>	<b>2017-2018 Goal Outcome Indicator</b>
2.	Affordable Housing Preservation	Affordable Housing	Preserve the supply of affordable housing	8 rental housing units 65 owner housing units	25 owner housing units
3.	Fair Housing Services	Affordable Housing	Ensure equal access to housing opportunities	1,750 people	240 people
4.	Youth Services	Public Services	Provide public services to low-income residents	4,500 people	535 people
5.	Senior Services	Non-Housing Community Development	Provide public services to low-income residents	1,200 people	325 people
6.	Special Needs Services	Non-Homeless Special Needs	Public services to residents with special needs	500 people	68 people
7.	Homelessness Prevention Services	Homeless	Prevent and eliminate homelessness	1,000 people	280 people
8.	City of Irvine Public Facilities Improvements	Non-Housing Community Development	Improve City public facilities and infrastructure	6 public facilities	4 public facilities
9.	Other Public Facilities Improvements	Non-Housing Community Development	Improve other public facilities and infrastructure	1 public facility	1 public facility

### **3. Evaluation of past performance**

As of this writing, the City is implementing the projects and activities included in the 2016-2017 Action Plan. Currently, all projects and activities are on schedule for completion as planned.

#### **2015-2016 Accomplishments**

The investment of HUD resources during the first year of the 2015-2019 Consolidated Plan period was a catalyst for positive outcomes in the community. Together with other federal, state and local investments, HUD resources allowed the City and its partners to:

- Provide owner-occupied residential rehabilitation grants and loans to 15 households
- Provide for the construction of 54 affordable rental housing units at Alegre Apartments
- Provide fair housing services to 240 residents
- Provide homelessness prevention services to 230 residents
- Provide senior services to 276 residents
- Provide special needs services to 77 residents
- Provide youth services for 904 residents
- Complete installation of new roof and construction of a second driveway at the Families Forward Program Center
- Complete the installation of refrigeration systems at the Lakeview Senior Center
- Initiate the installation of HVAC systems, emergency backup lighting and fire suppression systems at the Rancho Senior Center
- Initiate ADA accessibility improvements at four public facilities

#### **4. Summary of citizen participation process and consultation process**

Subsequent to the enactment of the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009, HUD revised the Consolidated Plan regulations at 24 CFR Part 91 to emphasize the importance of citizen participation and consultation in the development of the Consolidated Plan. HUD strengthened the consultation process with requirements for consultation with the Continuum of Care (CoC), Public Housing Authorities (PHA), business leaders, civic leaders and public or private agencies that address housing, health, social service, victim services, employment, or education needs of low-income individuals and families, homeless individuals and families, youth and/or other persons with special needs. Together with the analytic capabilities of the eCon Planning Suite, these requirements created the conditions necessary to implement a collaborative, data-driven and place-based planning process that includes a robust level of citizen participation and consultation.

In accordance with the City's Citizen Participation Plan, residents and stakeholders were able to participate in the development of the 2015-2019 Consolidated Plan through surveys, community meetings and public hearings. Efforts were made to encourage participation by low- and moderate-income persons, particularly those living in areas where HUD funds are proposed to be used, and by residents of predominantly low- and moderate-income neighborhoods. Efforts were made to encourage the participation of minorities and non-English speaking persons, as well as persons with disabilities. The consultation process included representatives of the CoC, PHA, and other specified groups who completed surveys, provided local data and assisted the City to ensure practical coordination of strategies to maximize impact and to avoid duplication of effort.

## **5. Summary of public comments**

### **2017-2018 Action Plan**

In the development of the 2017-2018 Action Plan, the City solicited applications from community nonprofit organizations, other public agencies and City Departments for housing, community and economic development projects. The draft 2017-2018 Action Plan was available for public review and comment from March 24, 2017 to April 25, 2017. The City Council convened a public hearing on April 25, 2017 to receive public comments concerning the 2017-2018 Action Plan.

### **2015-2019 Consolidated Plan**

In the development of the 2015-2019 Consolidated Plan, the City held Community meetings to discuss the housing and community development needs in Irvine on June 5, 2014 at Irvine City Hall and on June 19, 2014 at the Lakeview Senior Center. No comments were received, however, all attendees were encouraged to complete the City's 2015-2019 Consolidated Plan Needs Assessment Survey.

A public hearing to receive comments on the housing and community development needs in the community was held before the Irvine City Council on March 10, 2015. No public comments were received.

Two public meetings to discuss applications received in response to the City's Notice of Funds Availability (NOFA) for 2015-2016 CDBG and HOME funds were held before the Irvine Community Services Commission on February 18, 2015 and March 18, 2015. All organizations applying for CDBG and HOME funds addressed the Commission to share information about their applications. No other public comments were received.

A public hearing to receive comments on the draft 2015-2019 Consolidated Plan was held before the Irvine City Council on April 28, 2015. Two public comments were received:

- Margie Wakeham, Executive Director of Families Forward thanked the City Council for continued support with CDBG funds and indicated that Families Forward is embracing the countywide change toward a "housing first" strategy emphasizing "rapid re-housing" as a means to address homelessness.
- Kimberly Beeson, Executive Director of Irvine Adult Day Health Services thanked the City Council for continued support with CDBG funds and read a participant testimonial discussing the positive impact of Irvine Adult Day Health Services' programming for individuals participating in the Adult Day Program.

## **6. Summary of comments or views not accepted and the reasons for not accepting them**

All comments and views received by the City were accepted and taken into consideration in the development of the 2015-2019 Consolidated Plan and the 2017-2018 Action Plan.

## **7. Summary**

Examination of 2007-2011 American Community Survey (ACS) 5-Year Estimates and the 2007-2011 Comprehensive Housing Affordability Strategy (CHAS) data, in addition to local data, as well as consultation with citizens and stakeholders revealed seven high priority needs to be addressed through the investment of an anticipated \$8.6 million of CDBG and HOME funds over the five-year period of the Consolidated Plan. The investment of CDBG and HOME funds in eligible activities is guided principally by the nine goals of the Strategic Plan. Activities submitted for consideration in response to any solicitation or NOFA process must conform to one of the nine Strategic Plan strategies and the associated action-oriented, measurable goals in order to receive consideration for CDBG or HOME funding.

For the 2017-2018 Program Year, the 2017-2018 Action Plan includes projects to address eight of the nine Strategic Plan Goals.

## **PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)**

### **1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source**

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

**Table 2 – Responsible Agencies**

<b>Agency Role</b>	<b>Name</b>	<b>Department/Agency</b>
CDBG Administrator	Irvine	Community Development Department, Housing Division
HOME Administrator	Irvine	Community Development Department, Housing Division

### **Narrative**

The Housing Division of the City of Irvine Community Development Department is the lead agency responsible for the administration of the CDBG and HOME programs. The Housing Division contracted with MDG Associates, Inc. to prepare the 2015-2019 Consolidated Plan.

In the development of the Consolidated Plan, MDG Associates, Inc. implemented a comprehensive citizen participation and consultation process and conducted a needs assessment and market analysis to identify levels of relative need regarding affordable housing, homelessness, special needs, and community development. This information was gathered through consultation with public officials and local agencies, public outreach and community meetings, review of demographic and economic data and housing market analysis.

In the implementation of the 2015-2019 Consolidated Plan and each of the five Annual Action Plans, the Housing Division shall be responsible for all grants planning, management and monitoring duties necessary to comply with HUD regulations and City policy.

### **Consolidated Plan public contact information**

City of Irvine  
Community Development Department, Housing Division  
1 Civic Center Plaza  
Irvine, CA 92606  
949-724-7444



## **AP-10 Consultation - 91.100, 91.200(b), 91.215(l)**

### **1. Introduction**

In the development of the 2015-2019 Consolidated Plan, the City of Irvine consulted with representatives from multiple agencies, groups, and organizations involved in the development of affordable housing, creation of job opportunities for low- and moderate-income residents, and/or provision of services to children, elderly persons, veterans, persons with disabilities, persons with HIV/AIDS and their families, and homeless persons. To facilitate this consultation, the City solicited feedback through the following methods:

- Stakeholder surveys (web-based and paper-surveys)
- Individual stakeholder consultations
- Community meetings
- Public hearings
- Receipt of written comments

To gather the greatest breadth and depth of information, the City consulted with a wide variety of agencies, groups and organizations concerning the housing, community and economic development needs of the community. Each of the agencies, groups or organizations consulted is represented in Table 3. The input received from these consultation partners helped establish and inform the objectives and goals described in the current Strategic Plan. Specific comments received from these organizations are included as Appendix A to the 2015-2019 Consolidated Plan. The City notified each organization about the availability of the draft 2017-2018 Action Plan for public review and comment.

### **Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).**

The City recognizes the importance of careful coordination and alignment among various service providers to maximize the effectiveness of the CDBG and HOME programs. As a result, during the development of the Consolidated Plan, the City consulted closely with organizations that provide assisted housing, health services and other community-focused programs. Outreach efforts included surveys asking specific questions associated with coordination, invitations to community meetings and follow-up in-person interviews where appropriate.

The City further recognizes the importance of continued coordination and alignment during the five-year planning period with these organizations and agencies. The City strives each year to strengthen relationships and alignment among these organizations in the implementation of

the NOFA process for CDBG and HOME funds and through technical assistance provided to subrecipients of CDBG and HOME funds each year.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness**

The Continuum of Care (CoC) for Orange County guides the development of homeless strategies and the implementation of programs to end homelessness throughout the region. Orange County's homeless system of care is comprised of a network of public, private, faith-based, for-profit, and nonprofit service providers who utilize several federal, state and local resources to provide services for homeless people. The region's municipalities, including the City of Irvine, also provide resources for services that assist the homeless and those at risk of becoming homeless. The County's nonprofit community plays a key role in the Continuum of Care system. Hundreds of agencies throughout the County provide programs ranging from feeding the homeless on the street to creating permanent supportive housing opportunities. These services are available to homeless families with children, and single men and women. The County's nonprofit community also serves special needs populations, such as victims of domestic violence, veterans, the disabled and youth.

As part of the consultation effort for the Consolidated Plan, the City provided a detailed questionnaire to the CoC to identify the CoC's perceived needs in the County and its objectives to address the needs of different homeless populations, specifically chronically homeless families and individuals, families with children, veterans, unaccompanied youth and persons at risk of homelessness. Following the delivery and response to this questionnaire, the City followed up with the CoC to clarify existing needs and objectives and understand opportunities for collaboration and coordination during the five-year planning process.

Coordination to address homelessness — including chronically homeless individuals and families, families with children, veterans, and unaccompanied youth — is guided by the CoC and its leading organizations including 2-1-1 Orange County and Orange County Community Services. All service providers within the CoC have the ability to refer people with varying needs to the appropriate service provider(s) in their area.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS**

The Orange County CoC consults with jurisdictions receiving Emergency Solutions Grant (ESG) funds on an ongoing basis. A collaborative was formed and quarterly meetings are held with representatives of the ESG jurisdictions and the CoC. During the meetings funding priorities are

determined, which are consistent with the Ten Year Plan to End Homelessness and the Consolidated Plans of ESG jurisdictions. An evaluation panel is selected whose primary responsibility is to determine the agencies to receive funding. In Orange County, ESG funds are directed toward emergency shelter and rapid-rehousing programs. Orange County also utilizes its CDBG funding for emergency shelter rehabilitation and homeless services to the extent that CDBG public service resources are available.

The Orange County CoC's performance standards and outcome evaluation methodology is based on data collected from the Homeless Management Information System (HMIS) and Annual Performance Reports (APRs), including data such as employment income, access to mainstream resources, transition to permanent housing, remaining in permanent housing, leveraging, spending, HMIS data quality, participation in PIT Counts and the Homeless Inventory Count (HIC). These data elements are reviewed annually for the purposes of ranking service providers. In recent years, the Orange County CoC began the process of reviewing additional performance criteria gathered from HMIS including, average length of stay, rate of permanent housing exits, rate of returns, net exits to permanent housing, rate of net exits and project budgets through a Performance Improvement Calculator. This information provides the CoC the extent to which each project has resulted in rapid return to permanent housing and the cost of programs. The Orange County CoC takes into account the severity of barriers. High barrier households are placed into permanent supportive housing and lower barrier households are rapidly returned to permanent housing. The Orange County CoC will continue to use the Performance Improvement Calculator and review information quarterly provided through HMIS and budget data.

The Orange County CoC established collaborative implementation and management with the three CoCs located in Los Angeles County (City of Pasadena, City of Glendale, and Los Angeles County). The Collaborative developed and maintains a Policies and Procedures guide for the use of the HMIS system. Additionally, HMIS system administrators provide training as needed to HMIS users and provide troubleshooting assistance on an "as needed" basis.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities**

**Table 3 – Agencies, groups, organizations who participated**

<b>1</b>	<b>Agency/Group/Organization</b>	2-1-1 Orange County
	<b>Agency/Group/Organization Type</b>	Continuum of Care - Information and Referral
	<b>What section of the Plan was addressed by Consultation?</b>	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Action Plans
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Survey and interview.
<b>2</b>	<b>Agency/Group/Organization</b>	Orange County Housing Authority
	<b>Agency/Group/Organization Type</b>	Housing PHA
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs Action Plans
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Survey
<b>3</b>	<b>Agency/Group/Organization</b>	Assistance League of Irvine
	<b>Agency/Group/Organization Type</b>	Services-Children
	<b>What section of the Plan was addressed by Consultation?</b>	Public Services Action Plans

	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Survey, in-person
4	<b>Agency/Group/Organization</b>	Irvine Adult Day Health Services
	<b>Agency/Group/Organization Type</b>	Services-Elderly Persons Action Plans
	<b>What section of the Plan was addressed by Consultation?</b>	Public Services
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Survey, in-person
5	<b>Agency/Group/Organization</b>	Irvine Meals on Wheels
	<b>Agency/Group/Organization Type</b>	Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS
	<b>What section of the Plan was addressed by Consultation?</b>	Public Services Action Plans
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Survey, in-person
6	<b>Agency/Group/Organization</b>	Regional Center of Orange County
	<b>Agency/Group/Organization Type</b>	Services-Persons with Disabilities Regional organization
	<b>What section of the Plan was addressed by Consultation?</b>	Public Services Action Plans
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Survey

<b>7</b>	<b>Agency/Group/Organization</b>	AIDS Services Foundation of Orange County
	<b>Agency/Group/Organization Type</b>	Services-Persons with HIV/AIDS
	<b>What section of the Plan was addressed by Consultation?</b>	Public Services Action Plans
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Survey, in-person
<b>8</b>	<b>Agency/Group/Organization</b>	Families Forward
	<b>Agency/Group/Organization Type</b>	Services-Children Services-Victims of Domestic Violence Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Public Services Action Plans
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Survey, in-person
<b>9</b>	<b>Agency/Group/Organization</b>	OC Partnership
	<b>Agency/Group/Organization Type</b>	Services-homeless

	<b>What section of the Plan was addressed by Consultation?</b>	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Action Plans
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Survey
<b>10</b>	<b>Agency/Group/Organization</b>	FOR Families
	<b>Agency/Group/Organization Type</b>	Services-Health
	<b>What section of the Plan was addressed by Consultation?</b>	Public Services Action Plans
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Survey
<b>11</b>	<b>Agency/Group/Organization</b>	Irvine Unified School District
	<b>Agency/Group/Organization Type</b>	Services-Education Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Educational Services Action Plans
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Survey
<b>12</b>	<b>Agency/Group/Organization</b>	Fair Housing Foundation
	<b>Agency/Group/Organization Type</b>	Service-Fair Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Public Services Action Plans
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Survey, in-person

13	<b>Agency/Group/Organization</b>	Orange County Child Protective Services
	<b>Agency/Group/Organization Type</b>	Services-Children Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Public Services Action Plans
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Survey
14	<b>Agency/Group/Organization</b>	University of California, Irvine
	<b>Agency/Group/Organization Type</b>	Services-Education
	<b>What section of the Plan was addressed by Consultation?</b>	Educational Services
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Survey
15	<b>Agency/Group/Organization</b>	Orange County Fire Authority
	<b>Agency/Group/Organization Type</b>	Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Fire Hazard Action Plans
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Survey
16	<b>Agency/Group/Organization</b>	Irvine Company
	<b>Agency/Group/Organization Type</b>	Business Leaders
	<b>What section of the Plan was addressed by Consultation?</b>	Development Services Action Plans
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Survey
17	<b>Agency/Group/Organization</b>	Helping Our Mentally Ill Experience Success, Inc. (HOMES)
	<b>Agency/Group/Organization Type</b>	Services-homeless



	<b>What section of the Plan was addressed by Consultation?</b>	Homelessness Strategy Homeless Needs - Chronically homeless Homelessness Needs - Unaccompanied youth Public Services  Action Plans
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Survey, in-person
<b>18</b>	<b>Agency/Group/Organization</b>	Human Options, Inc.
	<b>Agency/Group/Organization Type</b>	Services-Children Services-Victims of Domestic Violence Services-Education Services-Employment
	<b>What section of the Plan was addressed by Consultation?</b>	Homelessness Strategy Homeless Needs - Chronically homeless Public Services  Action Plans
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Survey, in-person
<b>19</b>	<b>Agency/Group/Organization</b>	Irvine Children's Fund
	<b>Agency/Group/Organization Type</b>	Services-Children Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Public Services
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Survey, in-person  Action Plans
<b>20</b>	<b>Agency/Group/Organization</b>	Irvine Public Schools Foundation
	<b>Agency/Group/Organization Type</b>	Services-Children Services-Education Other government - Local

	<b>What section of the Plan was addressed by Consultation?</b>	Public Services Action Plans
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Survey, in-person
21	<b>Agency/Group/Organization</b>	Women's Transitional Living Center, Inc.
	<b>Agency/Group/Organization Type</b>	Services-Victims of Domestic Violence
	<b>What section of the Plan was addressed by Consultation?</b>	Public Services Action Plans
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Survey, in-person
22	<b>Agency/Group/Organization</b>	National Charity League, Inc.
	<b>Agency/Group/Organization Type</b>	Services-Elderly Persons Action Plans
	<b>What section of the Plan was addressed by Consultation?</b>	Public Services
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Survey, in-person
23	<b>Agency/Group/Organization</b>	South County Outreach
	<b>Agency/Group/Organization Type</b>	Services - Housing Services-Children Services-Elderly Persons Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Public Services Action Plans
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Survey, in-person
24	<b>Agency/Group/Organization</b>	Irvine Community Land Trust
	<b>Agency/Group/Organization Type</b>	Housing Other government - Local

	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Action Plans
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Survey, in-person
25	<b>Agency/Group/Organization</b>	Vocational Visions
	<b>Agency/Group/Organization Type</b>	Services-Persons with Disabilities Services-Employment
	<b>What section of the Plan was addressed by Consultation?</b>	Economic Development Public Services Action Plans
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Survey
26	<b>Agency/Group/Organization</b>	Women Helping Women
	<b>Agency/Group/Organization Type</b>	Services-Victims of Domestic Violence
	<b>What section of the Plan was addressed by Consultation?</b>	Public Services Action Plans
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Survey
27	<b>Agency/Group/Organization</b>	Mariposa Women and Family Center
	<b>Agency/Group/Organization Type</b>	Services-Health
	<b>What section of the Plan was addressed by Consultation?</b>	Public Services Action Plans
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Survey
28	<b>Agency/Group/Organization</b>	OC Board of Supervisors
	<b>Agency/Group/Organization Type</b>	Business and Civic Leaders

	<b>What section of the Plan was addressed by Consultation?</b>	Economic Development Action Plans
	<b>How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Survey

**Identify any Agency Types not consulted and provide rationale for not consulting**

The City maintains a list of agencies, organizations and other stakeholders that have expressed an interest in City’s CDBG and HOME programs and invited representatives from each entity to participate at multiple points in the planning process. All agencies were strongly encouraged to attend meetings and participate in surveys.

Any agency or organization that was not consulted and would like to be included in the City’s list of stakeholders may contact the Community Development Department, Housing Division at 949-724-7444 or online at [www.cityofirvine.org/cdbg](http://www.cityofirvine.org/cdbg).

**Table 4 – Other local / regional / federal planning efforts considered in the Consolidated Plan**

<b>Name of Plan</b>	<b>Lead Organization</b>	<b>How do the goals of your Strategic Plan overlap with the goals of each plan?</b>
Continuum of Care	The Commission to End Homelessness	Strategic Plan goals are consistent with Ten Year Plan
2013-2021 Housing Element	City of Irvine	Strategic Plan goals are consistent with Housing Element policies and goals

**Describe cooperation and coordination with other public entities, including the state and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(I))**

To enhance coordination among the CoC, public and assisted housing providers and private and governmental health, mental health and service agencies, the City invited each of these entities to provide input on the needs of the community in the development of this Consolidated Plan. The City monitors CoC policy making to ensure that local efforts correspond to changes in the regional approach to addressing the needs of homeless and low-income people. Further, the Housing Division works with subrecipients of CDBG and HOME funds to ensure a coordinated effort among service agencies in the region to address the needs of Irvine residents, including but not limited to chronically homeless individuals and families, families with children, veterans and their families, unaccompanied youth, and persons who were recently homeless, but now live in permanent housing. To promote economic opportunities for low-income residents, the City coordinates with subrecipient social service agencies, businesses and housing developers to ensure that where there are job opportunities for low-income people in connection with HUD-assisted projects, information is disseminated through appropriate channels consistent with the objectives of Section 3 of the Housing and Community Development Act of 1968.

## **AP-12 Participation**

### **1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting**

The City established and followed a process for the development of the Consolidated Plan that included broad participation from the community. These activities were coordinated and implemented by the Housing Division of the Community Development Department.

To assist in the identification of priority needs in the City, a survey was prepared and distributed to residents of the City to solicit resident input in the prioritization of needs related to community services, community facilities, infrastructure, neighborhood services, special needs services, businesses and jobs, and housing. The surveys were available online and also were made available at various public facilities.

Community meetings to discuss the housing and community development needs in the community were held on June 5, 2014 and June 19, 2014.

Two public hearings were held before the Irvine City Council at different stages in the development of the Consolidated Plan. The first public hearing on March 10, 2015 focused on the housing and community development needs in the community and potential strategies to address those needs. The second hearing on April 28, 2015, was to receive comments on the draft 2015-2019 Consolidated Plan.

At each step in the process, the City was careful to ensure that low- and moderate-income residents, members of minority groups, agencies involved in the provision of services to these populations, and others who are directly impacted by the programs and activities supported by the Consolidated Plan programs had the opportunity to be actively involved.

In the preparation of the 2015-2019 Consolidated Plan, the City followed the process established for citizen participation set forth in the Citizen Participation Plan. To promote greater public accessibility to program documents, the Citizen Participation Plan, Consolidated Plan, Action Plan, Consolidated Annual Performance Evaluation Report (CAPER) and the Analysis of Impediments to Fair Housing Choice are posted on the City website at: [www.cityofirvine.org/cdbg](http://www.cityofirvine.org/cdbg) and made available for review in the Housing Division of the City of Irvine Community Development Department.

In the preparation of the 2017-2018 Action Plan, the City made the draft Action Plan available for public review and comment from March 24, 2017 to April 25, 2017. All Irvine residents were invited to review the draft Action Plan and to attend the public hearing on April 25, 2017 or submit written comments concerning the draft Action Plan.

**Table 5 – Citizen Participation Outreach**

<b>Sort Order</b>	<b>Mode of Outreach</b>	<b>Target of Outreach</b>	<b>Summary of response/attendance</b>	<b>Summary of Comments received</b>	<b>Summary of comments not accepted and reasons</b>	<b>URL (if applicable)</b>
1	Newspaper Ad	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Newspaper ad published May 22, 2014 in the <i>Irvine World News</i> announcing three Community Meetings to receive input on the preparation of the City's 2015-2019 Consolidated Plan and the 2015-2016 Action Plan.	No comments were received.	No comments were received.	Not applicable.
2	Public Meeting	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Publicly-noticed Community Meeting on June 5, 2014 at 6:00 p.m. at Irvine City Hall Conference Room L-104. No residents attended this meeting.	No comments were received.	No comments were received.	Not applicable.

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of Comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Meeting	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Publicly-noticed Community Meeting on June 19, 2014 at 10:00 a.m. at the Lakeview Senior Center. Eleven residents attended the meeting. Staff delivered a presentation concerning the Consolidated Plan and Action Plan. Attendees were invited to complete the 2015-2019 Consolidated Plan Community Survey.	No comments were received. Many attendees indicated that they would complete the Community Survey at home.	No comments were received.	Not applicable.



Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of Comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Internet Outreach	Non-targeted/broad community	<p>The 2015-2019 Consolidated Plan Community Survey was available online from May 29, 2014 to December 31, 2014. The City advised residents of the availability of the survey via email to stakeholders, posting on the City website, Facebook, Twitter, public television, announcements at City Council meetings, and during the Community Meetings. The purpose of the survey was to allow all residents the opportunity to provide their assessment of the level of need in Irvine for a variety of housing, community and economic development activities.</p>	189 Irvine residents completed the survey.	All survey responses were accepted.	<p style="text-align: center;"><a href="http://www.cityofirvine.org/cdbg">www.cityofirvine.org/cdbg</a></p>

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of Comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Newspaper Ad	Minorities  Persons with disabilities  Non-targeted/broad community	Newspaper ad published in the <i>Irvine World News</i> on February 19, 2015 announcing a public hearing before the Irvine City Council on March 10, 2015 to receive input on the highest priority housing, community and economic development needs in Irvine.	No comments were received.	No comments were received.	Not applicable.
6	Public Hearing	Minorities  Non-English Speaking - Specify other language: Any other language  Persons with disabilities  Non-targeted/broad community  Residents of Public and Assisted Housing	A public hearing was held before the Irvine City Council on Tuesday, March 10, 2015 in the Irvine City Council Chamber to receive input on the highest priority housing, community and economic development needs in Irvine. This meeting took place prior to the publication of the draft 2015-2019 Consolidated Plan for public review and comment.	No comments were received.	No comments were received.	<a href="http://legacy.cityofirvine.org/council/minutes.asp">http://legacy.cityofirvine.org/council/minutes.asp</a>

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of Comments received	Summary of comments not accepted and reasons	URL (If applicable)
7	Newspaper Ad	Non-targeted/broad community	Newspaper ad published on March 26, 2015 and April 9, 2015 in the Irvine World News announcing the availability of the draft 2015-2019 Consolidated Plan, draft 2015-2016 Annual Action Plan and draft Analysis of Impediments to Fair Housing Choice for a 30-day public review and comment period to include a public hearing before the Irvine City Council on April 28, 2015.	No comments were received.	No comments were received.	Not applicable.

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of Comments received	Summary of comments not accepted and reasons	URL (If applicable)
8	Public Hearing	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Any other language</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	<p>Public hearing before the Irvine City Council on April 28, 2015 to receive comments on the draft 2015-2019 Consolidated Plan, draft 2015-2016 Annual Action Plan and draft Analysis of Impediments to Fair Housing Choice prior to adoption and submission to HUD.</p>	<p>Two public comments were received:</p> <p>Margie Wakeham of Families Forward thanked the City Council for continued CDBG funding and indicated that Families Forward is embracing the countywide change toward a “housing first” strategy emphasizing “rapid re-housing” as a means to address homelessness.</p> <p>Kimberly Beeson of Irvine Adult Day Health Services thanked the City Council for continued CDBG funding and read a participant testimonial discussing the positive impact of Irvine Adult Day Health Services’ programming for individuals participating in the Adult Day Program.</p>	<p>All comments were accepted.</p>	<p><a href="http://legacy.cityofirvine.org/council/minutes.asp">http://legacy.cityofirvine.org/council/minutes.asp</a></p>

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of Comments received	Summary of comments not accepted and reasons	URL (If applicable)
9	Public Meetings	Non-targeted/broad community	Publicly-noticed Community Services Commission Meetings on February 15, 2017 and March 15, 2017 to consider CDBG and HOME funding recommendations for inclusion in the draft 2017-2018 Action Plan.	<p>On February 15, 2017, the Community Services Commission heard three-minute presentations from 13 applicants for public service funding and three applicants for capital project funding.</p> <p>On March 15, 2017, the Community Services Commission finalized its funding recommendations.</p>	<p>Other than the applicant presentations, no public comments were received during the February 15, 2017 meeting.</p> <p>No public comments were received during the March 15, 2017 meeting.</p>	<a href="http://legacy.cityofirvine.org/council/commms/commsrv/minutes_archive.asp">http://legacy.cityofirvine.org/council/commms/commsrv/minutes_archive.asp</a>
10	Newspaper Ad	Non-targeted/broad community	Newspaper ad published on March 16, 2017 in the <i>Irvine World News</i> announcing the availability of the draft 2017-2018 Annual Action Plan for a 30-day public review and comment period to include a public hearing before the Irvine City Council on April 25, 2017.	TBD	TBD	Not applicable.

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of Comments received	Summary of comments not accepted and reasons	URL (If applicable)
11	Public Hearing	Minorities Non-English Speaking - Specify other language: Any other language  Persons with disabilities  Non-targeted/broad community  Residents of Public and Assisted Housing	Public hearing before the Irvine City Council on April 25, 2017 to receive comments on the draft 2017-2018 Annual Action Plan.	TBD	TBD	<a href="http://legacy.cityofirvine.org/council/minutes.asp">http://legacy.cityofirvine.org/council/minutes.asp</a>

**AP-15 Expected Resources – 91.220(c)(1,2)**

As of the publication of this draft 2017-2018 Action Plan, the City’s CDBG and HOME funding allocations from HUD for the 2017-2018 Program Year have not been determined and released. To meet HUD deadlines for submission of the Action Plan, this draft 2017-2018 Action Plan uses the 2016-2017 grant amounts and prior year unallocated CDBG and HOME resources as planning estimates for the purpose of engaging interested residents and stakeholders in the grants planning process. This draft 2017-2018 Action Plan includes CDBG funds estimated at \$1,448,320 and HOME funds estimated at \$494,855.

**Table 6 - Expected Resources**

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 3				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Public Federal	Acquisition Admin and Planning Housing Public Improvements Public Services	1,320,567	0	127,753	1,448,320	2,641,134	The expected amount available for the remainder of the Consolidated Plan period assumes level funding in future Program Years 2018-2019 and 2019-2020.
HOME	Public Federal	Acquisition Homeowner Rehabilitation Multifamily Rental New Construction Multifamily Rental Rehabilitation TBRA	494,855	0	0	494,855	989,710	The expected amount available for the remainder of the Consolidated Plan period assumes level funding in future Program Years 2018-2019 and 2019-2020.

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

Depending on the financing structure of a given activity, it may be advantageous for the City to use CDBG and HOME funds to leverage appropriate state, local and private resources, including but not limited to those listed below.

**State Resources**

- State Low-Income Housing Tax Credit Program
- Building Equity and Growth in Neighborhoods Program (BEGIN)
- CalHome Program
- Multifamily Housing Program (MHP)
- Housing Related Parks Grant
- CalHFA Single and Multi-Family Program
- Mental Health Service Act (MHSA) Funding

**Local Resources**

- Irvine Community Land Trust (ICLT) Funding
- Orange County Housing & Finance Agency (OCHFA) Funding
- Southern California Home Financing Authority (SCHFA) Funding
- Orange County Continuum of Care Program
- Orange County Housing Authority (OCHA) Programs

**Private Resources**

- Federal Home Loan Bank Affordable Housing Program (AHP)
- Community Reinvestment Act Programs
- United Way Funding
- Private Contributions

**Matching Requirements**

The City of Irvine leverages HOME funds with other local and private non-federal resources in order to meet its HOME program 25 percent matching requirement. Eligible forms of HOME match are documented by the City and reported to HUD as part of the CAPER each year.



**If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

Pursuant to a 2006 Development Agreement pertaining to Planning Area 36, the Irvine Land Company, LLC agreed to convey 15-acres of land to the City of Irvine between 2011 and 2023. The Development Agreement required the dedication of land for affordable housing to commence on December 31, 2011, with a minimum of three-acres every three years thereafter until the 15-acre requirement is met.

The first site was dedicated to the City in 2011 during the period of time covered by the 2010-2014 Consolidated Plan. In December 2013, AMCAL Multi-Housing, Inc. broke ground at this site to develop the Alegre affordable housing project that was completed in 2015 to provide 104 new rental units.

The second site was dedicated to the City in August, 2014, and it is anticipated that the third site will be dedicated by December 31, 2017. The second and third sites constitute property located within the jurisdiction that may be used to address affordable housing needs during the period of the 2015-2019 Consolidated Plan.

Based on the Development Agreement, the fourth and fifth sites may be dedicated subsequent to the period covered by the current Consolidated Plan. Therefore, the fourth and fifth sites are not considered available to meet affordable housing needs during the 2015-2019 planning period.

**Discussion**

Assuming continued level funding of the CDBG and HOME programs, the City expects to utilize approximately \$9.7 million of CDBG and HOME funds during the five-year period beginning July 1, 2015 and ending June 30, 2020, to achieve the goals outlined in the 2015-2019 Consolidated Plan.

## AP-20 Annual Goals and Objectives

Table 7 – Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Housing Preservation	2015	2019	Affordable Housing	Citywide	Preserve the supply of affordable housing	CDBG: \$337,853 HOME: \$371,141	Homeowner Housing Rehabilitated: 25 Household Housing Units
2	Fair Housing Services	2015	2019	Affordable Housing	Citywide	Ensure equal access to housing opportunities	CDBG: \$17,119	Public service activities other than Low/Moderate-Income Housing Benefit: 240 Persons Assisted
3	Youth Services	2015	2019	Public Services	Citywide	Provide public services for low-income residents	CDBG: \$65,652	Public service activities other than Low/Moderate-Income Housing Benefit: 535 Persons Assisted
4	Senior Services	2015	2019	Non-Housing Community Development	Citywide	Provide public services for low-income residents	CDBG: \$48,601	Public service activities other than Low/Moderate-Income Housing Benefit: 325 Persons Assisted
5	Special Needs Services	2015	2019	Non-Homeless Special Needs	Citywide	Public services for residents with special needs	CDBG: \$20,946	Public service activities other than Low/Moderate-Income Housing Benefit: 68 Persons Assisted
6	Homelessness Prevention Services	2015	2019	Homeless	Citywide	Prevent and eliminate homelessness	CDBG: \$45,767	Public service activities other than Low/Moderate-Income Housing Benefit: 280 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
7	City of Irvine Public Facility Improvements	2015	2019	Non-Housing Community Development	Citywide	Improve City public facilities and infrastructure	CDBG: \$449,869	Public Facility or Infrastructure Activities other than Low/Moderate-Income Housing Benefit: 14,270 Persons Assisted
8	Other Public Facility Improvements	2017	2019	Non-Housing Community Development	Citywide	Improve other public facilities and infrastructure	CDBG: \$198,400	Public Facility or Infrastructure Activities other than Low/Moderate-Income Housing Benefit: 2,300 Persons Assisted

### Goal Descriptions

1	<b>Goal Name</b>	Affordable Housing Preservation
	<b>Goal Description</b>	Preservation of the quality of existing affordable housing stock occupied by low- and moderate-income households. The City of Irvine Residential Rehabilitation Program will provide deferred loans and emergency grants to rehabilitate 25 homeowner housing units.
2	<b>Goal Name</b>	Fair Housing Services
	<b>Goal Description</b>	Affirmatively further fair housing choice through the provision of fair housing education, counseling, anti-discrimination and landlord-tenant mediation services.
3	<b>Goal Name</b>	Youth Services
	<b>Goal Description</b>	Provide youth with appropriate health, fitness, recreational, educational and other services to support the emotional and developmental well-being of children and youth from low- and moderate-income families.
4	<b>Goal Name</b>	Senior Services
	<b>Goal Description</b>	Provide seniors with quality supportive services so elderly residents can live as independently as possible.

5	<b>Goal Name</b>	Special Needs Services
	<b>Goal Description</b>	Provide special needs services including, but not limited, to those concerned with disabilities, veterans, domestic violence, substance abuse and HIV/AIDS.
6	<b>Goal Name</b>	Homelessness Prevention Services
	<b>Goal Description</b>	Support a continuum of services in Orange County to prevent and eliminate homelessness including, but not limited to, homelessness prevention programs, emergency shelter programs and transitional housing.
7	<b>Goal Name</b>	City of Irvine Public Facility Improvements
	<b>Goal Description</b>	Improve City of Irvine public facilities and infrastructure to benefit low- and moderate-income residents or those presumed under HUD regulations to be low- and moderate-income such as the elderly and disabled adults.
8	<b>Goal Name</b>	Other Public Facilities Improvements
	<b>Goal Description</b>	Improve facilities located in the City of Irvine that are owned by nonprofit organizations or other public entities and are open, accessible and used by qualifying low- and moderate-income residents, or those presumed under HUD regulations to be low- and moderate-income such as the elderly and disabled adults.

**Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b)**

The City of Irvine Residential Rehabilitation Program will provide for the rehabilitation of 25 existing units for very-low and low-income households.

## AP-35 Projects – 91.220(d)

### Introduction

To address the high priority needs identified in the Strategic Plan, the City of Irvine will invest CDBG and HOME funds in projects that preserve affordable housing, provide fair housing services, provide services to low- and moderate-income residents including youth and seniors, provide services to residents with special needs, prevent homelessness and improve City public facilities. Together, these projects will address the needs of low- and moderate-income Irvine residents.

**Table 8 – Project Information**

#	Project Name
1	Affordable Housing Preservation
2	Fair Housing Services
3	Youth Services
4	Senior Services
5	Special Needs Services
6	Homelessness Prevention Services
7	City of Irvine Public Facilities Improvements
8	Other Public Facilities Improvements
9	Program Administration

### **Describe the reasons for allocation priorities and any obstacles to addressing underserved needs**

Based on the Strategic Plan, the City is allocating 100 percent of its non-administrative CDBG and HOME investments for Program Year 2017-2018 to projects and activities that benefit low- and moderate-income people throughout the City.

The primary obstacles to meeting the underserved needs of low- and moderate-income people include lack of funding from federal, state and other local sources and the high cost of housing that is not affordable to low-income residents. To address these obstacles, the City prioritizes CDBG and HOME funds for projects that develop new affordable rental housing units, projects that provide loans to low- and moderate-income homeowners for home improvements, projects that provide public facilities and ADA improvements to community and senior centers, projects that provide public services to low- and moderate-income people and those with special needs and projects that prevent homelessness.

## AP-38 Project Summary

**Table 9 – Project Summary Information**

1	<b>Project Name</b>	Affordable Housing Preservation
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	Affordable Housing Preservation
	<b>Needs Addressed</b>	Preserve the supply of affordable housing
	<b>Funding</b>	CDBG: \$337,853 HOME: \$445,370
	<b>Description</b>	Preservation of the quality of existing affordable housing stock occupied by low- and moderate-income households.
	<b>Target Date</b>	6/30/2018
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Approximately 25 low- and moderate-income families will benefit from the proposed activities.
	<b>Location Description</b>	Citywide
	<b>Planned Activities</b>	City of Irvine: Residential Rehabilitation Program (25 household housing units) \$371,141 – HOME; \$337,853 – CDBG Community Housing Development Organization (CHDO) Reserve (No application received for CHDO Reserve funds) \$74,229 - HOME

2	<b>Project Name</b>	Fair Housing Services
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	Fair Housing Services
	<b>Needs Addressed</b>	Ensure equal access to housing opportunities
	<b>Funding</b>	CDBG: \$17,119
	<b>Description</b>	Affirmatively further fair housing choice through the provision of fair housing education, counseling, anti-discrimination and landlord-tenant mediation services.
	<b>Target Date</b>	6/30/2018
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Approximately 240 people will benefit from the proposed activity.
	<b>Location Description</b>	Citywide
	<b>Planned Activities</b>	Fair Housing Foundation: Fair Housing Services (240 people) \$17,119

3	<b>Project Name</b>	Youth Services
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	Youth Services
	<b>Needs Addressed</b>	Provide public services for low-income residents
	<b>Funding</b>	CDBG: \$65,652
	<b>Description</b>	Provide youth with appropriate health, fitness, recreational, educational and other services to support the emotional and developmental well-being of children and youth from low- and moderate-income families.
	<b>Target Date</b>	6/30/2018
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Approximately 535 people will benefit from the proposed activities.
	<b>Location Description</b>	Citywide
	<b>Planned Activities</b>	Assistance League of Irvine: Operation School Bell 400 people) \$21,534  Irvine Children's Fund: Before and After School Child Care (35 people) \$32,294  Irvine Public Schools Foundation: After School Enrichment (100 people) \$11,824



4	<b>Project Name</b>	Senior Services
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	Senior Services
	<b>Needs Addressed</b>	Provide public services for low-income residents
	<b>Funding</b>	CDBG: \$48,601
	<b>Description</b>	Provide seniors with quality supportive services so elderly residents can live as independently as possible.
	<b>Target Date</b>	6/30/2018
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Approximately 325 people will benefit from the proposed activities.
	<b>Location Description</b>	Citywide
	<b>Planned Activities</b>	<p>Irvine Adult Day Health Services: Skilled Nursing Care Program (85 people) \$18,837</p> <p>City of Irvine Community Services – Senior Services: Irvine Meals on Wheels (200 people) \$21,534</p> <p>Council on Aging Southern California: Elder Abuse Prevention (40 people) \$8,230</p>

5	<b>Project Name</b>	Special Needs Services
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	Special Needs Services
	<b>Needs Addressed</b>	Public services for residents with special needs
	<b>Funding</b>	CDBG: \$20,946
	<b>Description</b>	Provide special needs services including, but not limited, to those concerned with disabilities, domestic violence, substance abuse and HIV/AIDS.
	<b>Target Date</b>	6/30/2018
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Approximately 68 people will benefit from the proposed activities.
	<b>Location Description</b>	Citywide
	<b>Planned Activities</b>	Human Options: Domestic Violence Services Program (60 people) \$11,446 AIDS Service Foundation: HIV/AIDS Case Management and Support Services (8 people) \$9,500

6	<b>Project Name</b>	Homelessness Prevention Services
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	Homelessness Prevention Services
	<b>Needs Addressed</b>	Prevent and eliminate homelessness
	<b>Funding</b>	CDBG: \$45,767
	<b>Description</b>	Support a continuum of services in Orange County to prevent and eliminate homelessness including, but not limited to, homelessness prevention programs, emergency shelter programs and transitional housing.
	<b>Target Date</b>	6/30/2018
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Approximately 280 people will benefit from the proposed activities.
	<b>Location Description</b>	Citywide
	<b>Planned Activities</b>	Families Forward: Transitional Housing Program (200 people) \$20,758 Stand Up For Kids: Street Outreach to Homeless Youth (30 people) \$9,586 South County Outreach: Homeless Prevention (50 people) \$15,423

7	<b>Project Name</b>	City of Irvine Public Facilities Improvements
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	City of Irvine Public Facility Improvements
	<b>Needs Addressed</b>	Improve City public facilities and infrastructure
	<b>Funding</b>	CDBG: \$449,869
	<b>Description</b>	Improve City of Irvine public facilities and infrastructure to benefit low- and moderate-income residents or those presumed under HUD regulations to be low- and moderate-income such as the elderly and disabled adults.
	<b>Target Date</b>	6/30/2018
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Approximately 14,270 disabled adults will benefit from the proposed activity according to HUD data.
	<b>Location Description</b>	Community Facilities ADA Improvements: <ul style="list-style-type: none"> <li>• Lakeview Senior Center – 20 Lake Road</li> <li>• Trabuco Center – 5701 Trabuco Road</li> <li>• Turtle Rock Community Park – 1 Sunnyhill</li> <li>• William Woollett Jr. Aquatics Center – 4601 Walnut Avenue</li> </ul>
	<b>Planned Activities</b>	City of Irvine: 2017-2018 Community Facilities ADA Improvements (14,270 people) \$449,869

8	<b>Project Name</b>	Other Public Facilities Improvements
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	Other Public Facility Improvements
	<b>Needs Addressed</b>	Improve City public facilities and infrastructure
	<b>Funding</b>	CDBG: \$198,400
	<b>Description</b>	Improve facilities located in the City of Irvine that are owned by nonprofit organizations or other public entities and are open, accessible and used by qualifying low- and moderate-income residents, or those presumed under HUD regulations to be low- and moderate-income residents such as the elderly and disabled adults.
	<b>Target Date</b>	6/30/2018
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Approximately 2,300 people will benefit from the proposed activity according to HUD data.
	<b>Location Description</b>	Families Forward Program Center - 8 Thomas
	<b>Planned Activities</b>	Families Forward: HVAC Improvements (2,300 people) \$198,400

9	<b>Project Name</b>	Program Administration
	<b>Target Area</b>	Citywide
	<b>Goals Supported</b>	Not applicable
	<b>Needs Addressed</b>	Not applicable
	<b>Funding</b>	CDBG: \$264,113 HOME: \$49,485
	<b>Description</b>	This project will provide for the administration of the CDBG and HOME programs.
	<b>Target Date</b>	6/30/2018
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Not applicable
	<b>Location Description</b>	Citywide
	<b>Planned Activities</b>	City of Irvine Housing Division: CDBG Program Administration \$264,113 City of Irvine Housing Division: HOME Program Administration \$49,485

**AP-50 Geographic Distribution – 91.220(f)**

**Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

All CDBG funds will be directed toward activities benefitting low- and moderate-income residents Citywide.

**Table 10 - Geographic Distribution**

<b>Target Area</b>	<b>Percentage of Funds</b>
Citywide	100%

**Rationale for the priorities for allocating investments geographically**

Not applicable.

**Discussion**

Based on the Strategic Plan, the City is allocating 100 percent of its non-administrative CDBG and HOME investments for Program Year 2017-2018 to projects and activities that benefit low- and moderate-income people Citywide.

## **AP-55 Affordable Housing – 91.220(g)**

### **Introduction**

Two high priority affordable housing needs are identified in the 2015-2019 Consolidated Plan and two Strategic Plan goals are established to provide the framework necessary to invest CDBG and HOME funds to address the affordable housing needs of the City.

### **Expand the Supply of Affordable Housing**

Based on evaluation of 2007-2011 ACS and CHAS data, there is a high need for additional rental housing units affordable for households earning less than 80 percent of AMI. Of the households earning 0-80 percent of AMI, 17,404 are cost burdened households — meaning households paying more than 30 percent of their income for housing. Additionally, 11,551 of the cost burdened households are considered severely cost burdened households — meaning that they pay more than 50 percent of their income for housing. Of the 11,551 severely cost burdened households, 7,409 are renters. Of those severely cost burdened renter households, 6,340 households earn less than 50 percent of AMI and are considered the most at risk of becoming homeless.

### **Preserve the Supply of Affordable Housing**

As the City's housing stock ages, a growing percentage of housing units may need rehabilitation to allow them to remain safe and habitable. The situation is of particular concern for low- and moderate-income homeowners who are generally not in a financial position to properly maintain their homes.

The age and condition of Irvine's housing stock is an important indicator of potential rehabilitation needs. Commonly, housing over 15 years of age will exhibit deficiencies in terms of paint, weatherization, heating/air-conditioning systems, hot water heaters and finish plumbing fixtures. Housing over 30 years of age will typically some form of major rehabilitation, such as roof replacement, foundation work and plumbing systems.

According to CHAS data showing the year that housing units were built categorized by owner and renter tenure:

- 14,024 or 35.6 percent of the 39,390 owner-occupied housing units built between 15 and 34 years ago (built between 1980 and 1999).
- 15,537 or 39.4 percent of the 39,390 owner-occupied housing units in Irvine were built 34 or more years ago (built prior to 1980).



- 14,425 or 40.8 percent of the 35,321 renter-occupied housing units in Irvine were built between 15 and 34 years ago (built between 1980 and 1999).
- 7,348 or 20.8 percent of the 35,321 renter-occupied housing units in Irvine were built 34 or more years ago (built prior to 1980).

Preservation of the physical and functional integrity of existing housing units occupied by low- and moderate-income households is a cost-effective way to invest limited resources to retain existing housing units that are already affordable to low- and moderate-income households in the community. Addressing substandard housing conditions through housing preservation activities ensures that all economic segments of the community have the opportunity to live in decent housing that meets local standards. Housing preservation is rated as a high priority need based on the demand for service reported by the City's Housing Division and responses to the 2015-2019 Consolidated Plan Needs Assessment Survey.

**Table 11 - One Year Goals for Affordable Housing by Support Requirement**

<b>One Year Goals for the Number of Households to be Supported</b>	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

**Table 12 - One Year Goals for Affordable Housing by Support Type**

<b>One Year Goals for the Number of Households Supported Through</b>	
Rental Assistance	0
The Production of New Units	0
Rehabilitation of Existing Units	25
Acquisition of Existing Units	0
Total	25

## Discussion

The Strategic Plan identifies a high priority need to expand the supply of affordable housing and a high priority need to preserve the supply of affordable housing. During the 2017-2018 Program Year, the City of Irvine will invest CDBG and HOME funds in the preservation of approximately 25 owner-occupied housing units through the Residential Rehabilitation Program.

## **AP-60 Public Housing – 91.220(h)**

### **Introduction**

There are no public housing developments in Irvine. All public housing programs consist of housing choice and project-based vouchers administered by the Orange County Housing Authority (OCHA). As of January 19, 2017, OCHA administered a total of 9,973 housing vouchers throughout the County. Of these, 912 were issued to Irvine residents. Irvine families received 279 housing vouchers, 228 housing vouchers were issued to Irvine’s disabled population, and 405 housing vouchers were issued to Irvine’s elderly population. OCHA monitors all units to ensure they are in adequate condition, meeting the Section 8 Housing Quality Standards (HQS).

### **Actions planned during the next year to address the needs to public housing**

OCHA’s stated goals include:

- Apply for additional housing assistance funding and programs that may become available.
- Explore the use of Project-Based Housing Choice Vouchers or other housing funds to promote the construction or acquisition activities that will result in additional units or developments that will serve special needs populations.
- Ensure consistent quality of assisted housing services by maintaining high performer status in Section Eight Management Assessment Program (SEMAP) scores.
- Promote Family Self-Sufficiency incentives and homeownership opportunities for Housing Choice Voucher participants in partnership with local programs and related service providers.
- Expand assisted housing choices by conducting outreach efforts to increase the number of property owners and their participation in housing assistance programs.
- Identify and utilize technology to enhance operational effectiveness and efficiency in delivery of housing assistance services.

### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

OCHA supports resident councils and actively seeks input from PHA residents on the management and implementation of OCHA policies and procedures.

Housing prices in Orange County are so high that homeownership opportunities are limited for OCHA residents. On a limited basis, OCHA has partnered with Habitat for Humanity to provide affordable homeownership units, but these types of efforts are limited.

OCHA also manages a Housing Choice Voucher Homeownership Program that it markets to all OCHA program tenants.

**If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

Not applicable. OCHA is designated as a High Performing PHA.

**Discussion**

Through participation in the Cities Advisory Committee, Irvine continues to support OCHA in effective administration of its limited affordable housing resources. The City also continues to work with OCHA to include the residents with Section 8 Housing Choice Vouchers in the federally-funded programs administered by the City, including any homeownership programs.

## **AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

### **Introduction**

The City will invest CDBG funds during the 2017-2018 Program Year to address high priority needs identified in the 2015-2019 Consolidated Plan including preventing homelessness and providing public services to special needs populations.

### **Homelessness Prevention Services**

According to the most recent bi-annual Point-In-Time Homeless Count (PIT Count) data available from the PIT Count held on January 24, 2015, on any given night in Orange County, approximately 4,500 people are homeless, and over a course of a year, more than 15,200 people will experience homelessness. The 2017 PIT Count was held on January 28, 2017 and data was not available as of this writing. To address incidences of homelessness in Irvine and to prevent extremely low-income Irvine families from becoming homeless, the City places a high priority on programs that work to prevent homelessness or rapidly assist homeless individuals living in the community. To address this need, the City will support CDBG public service activities that help prevent homelessness and that provide a structured path to stable housing for individuals and families who become homeless.

### **Services for Residents with Special Needs**

Analysis of available data and consultation with organizations providing services for special needs populations revealed a high need for a range of additional services including, but not limited to, those concerned with domestic violence, human trafficking, mental disabilities, physical disabilities, developmental disabilities, substance abuse/alcoholism and HIV/AIDS.

### **Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

To reach out to unsheltered homeless persons and assess their individual needs for the purpose of connecting them with available emergency shelter and transitional housing resources, the City of Irvine, through its Housing Division, Public Safety Department and Community Services Department will provide information and referrals — primarily to 2-1-1 Orange County. Additionally, to reduce and end homelessness, the City of Irvine will provide CDBG public service funds to the following activities:

- Families Forward: Transitional Housing Program (200 people)
- Stand Up For Kids: Street Outreach to Homeless Youth (30 people)
- South County Outreach: Homelessness Prevention Program (50 people)

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

To address the emergency shelter and transitional housing needs of homeless persons, the City continues to support the Families Forward Housing Program that provides transitional housing, counseling and case management to families at risk of homelessness. Each year, Families Forward serves approximately 200 unduplicated people.

Beginning in 2017-2018, the City will support Stand Up For Kids, an organization that provides street outreach to homeless youth where volunteer staff scout the streets searching for youth who are homeless, at-risk, aging-out of Foster Care, and runaways. Stand Up For Kids provides for basic needs including food, hygiene, clothing and linkage to housing resources.

Additionally, under the Strategic Plan goal for Special Needs Services, the City supports Human Options, an organization providing emergency shelter and support services to victims of domestic violence. The Human Options Family Healing Center is an on-site short-term transitional housing program with five self-contained apartments for abused women and their children who have successfully completed the 30-45 day emergency shelter program and are eligible to participate in the Family Healing Center program for up to three months.

Other organizations in the Continuum of Care (CoC) addressing the emergency shelter and transitional housing needs of homeless persons include Orange Coast Interfaith Shelter, Orange County Rescue Mission and WISEPlace.

### **Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

To address the needs of homeless families, families with children, veterans and their families, the City supports the Families Forward Housing Program, which provides transitional housing, counseling and case management to families at risk of homelessness. Each year, Families Forward serves approximately 200 unduplicated people through its transitional housing program. When paired with financial counseling, career coaching and other available case management services, Families Forward makes certain that families are ready to succeed in their transition to permanent housing.

The City also supports Stand Up For Kids, an organization that provides street outreach to homeless youth where volunteer staff scout the streets searching for youth who are homeless, at-risk, aging-out of foster care, and runaways. Stand Up For Kids provides for basic needs including food, hygiene, clothing and linkage to housing resources.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

To help low-income individuals and families avoid becoming homeless, the City provides CDBG public service funds to the South County Outreach Homelessness Prevention program that provides emergency rental assistance to help Irvine residents prevent eviction from their homes in the event of unforeseen economic circumstances. The program also provides emergency utility assistance to prevent service disconnection. The program anticipates serving 50 unduplicated people during the Program Year. Other South County Outreach services that support family well-being include a community food pantry, case management in the development of a self-sufficiency action plan and a computer learning lab.

### **Discussion**

The City of Irvine considers ending and preventing homelessness a high priority and will support CDBG public service activities that help prevent homelessness and that provide a structured path to stable housing for individuals and families who become homeless.

## **AP-75 Barriers to Affordable Housing – 91.220(j)**

### **Introduction:**

A barrier to affordable housing is a public policy or nongovernmental condition that constrains the development or rehabilitation of affordable housing. Barriers can include land use controls, property taxes, state prevailing wage requirements, environmental protection, cost of land and availability of monetary resources. Barriers to affordable housing are distinguished from impediments to fair housing choice in the sense that barriers are lawful and impediments to fair housing choice are usually unlawful.

Based on information gathered during community meetings, the Consolidated Plan Needs Assessment Survey, the 2013-2021 Housing Element and market analysis, the primary barriers to affordable housing in Irvine are housing affordability and the lack of monetary resources necessary to develop and sustain affordable housing. The two barriers are related in the sense that demand for affordable housing exceeds the supply and insufficient resources are available to increase the supply of affordable housing to meet demand.

**Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

In the development of the 2013-2021 Housing Element, the City evaluated significant public policies affecting affordable housing development such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges and growth limitations. Based on this evaluation, the City determined that it has taken all appropriate and necessary steps to ameliorate the negative effects of public policies that may have been a barrier to affordable housing. Moreover, the City is actively engaged with affordable housing developers concerning the siting of additional future affordable housing and ensuring that the entitlement process runs smoothly from inception to completion.

### **Discussion:**

To address housing affordability and the lack of monetary resources for affordable housing, the Strategic Plan calls for the investment of a significant portion of CDBG and HOME funds for the development of 225 new affordable rental housing units and the rehabilitation and preservation of 73 existing affordable housing units during the five-year period of the Consolidated Plan over the next five years.

The 2015-2016 Action Plan included funds for the development of 80 affordable rental units and the preservation of 15 owner-occupied units. The 2016-2017 Action Plan included CDBG

and HOME funds for the preservation of 16 owner-occupied units. This 2017-2018 Action Plan includes CDBG and HOME funds for the preservation of 25 owner-occupied units.

The Alegre Apartments project featured on the cover of this 2017-2018 Action Plan opened in 2015, making 104 affordable rental units available to households earning less than 50 percent of AMI.

Although the City no longer has access to Redevelopment Housing Set-Aside funds, the City will continue to leverage its CDBG and HOME funds to attract private and other available public resources, including land conveyed to the City for the purpose of affordable housing, to facilitate affordable housing development. This strategy will increase the supply of affordable housing and preserve existing affordable housing in Irvine.



## **AP-85 Other Actions – 91.220(k)**

### **Introduction:**

In the implementation of the 2017-2018 Action Plan, the City will invest CDBG and HOME resources to address obstacles to meeting underserved needs, foster and maintain affordable housing, reduce lead-based paint hazards, reduce the number of poverty-level families, develop institutional structure and enhance coordination between public and private housing and social service agencies.

### **Actions planned to address obstacles to meeting underserved needs**

The primary obstacles to meeting the underserved needs of low- and moderate-income people include lack of funding from federal, state and other local sources, and the high cost of housing that is not affordable to low-income people. To address these obstacles, the City is investing CDBG and HOME funds through the 2017-2018 Action Plan in projects that provide deferred low interest loans to approximately 25 low- and moderate-income homeowners for home improvements, provide public facilities improvements at City of Irvine public facilities to benefit people presumed under HUD regulations to be low- and moderate-income people and those with special needs, and projects that prevent homelessness. To address underserved needs, the City is allocating 100 percent of its non-administrative CDBG and HOME investments for Program Year 2017-2018 to projects and activities that benefit low- and moderate-income people or people presumed under HUD regulations to be low- and moderate-income.

### **Actions planned to foster and maintain affordable housing**

In the implementation of the 2017-2018 Action Plan, the City will invest CDBG and HOME funds to preserve and maintain existing affordable housing through the City of Irvine Residential Rehabilitation Program that anticipates providing up to 25 deferred loans of approximately \$25,000 to low- and moderate-income owners of single-family dwellings.

### **Actions planned to reduce lead-based paint hazards**

The Residential Lead Based Paint Hazard Reduction Act of 1992 (Title X) emphasizes prevention of childhood lead poisoning through housing-based approaches. To reduce lead-based paint hazards, the City of Irvine Residential Rehabilitation Program will conduct lead-based paint testing and risk assessments for each property assisted that was built prior to January 1, 1978 and will incorporate safe work practices or abatement into the scope of work as required to reduce lead-based paint hazards in accordance with 24 CFR Part 35.

### **Actions planned to reduce the number of poverty-level families**

The implementation of CDBG and HOME activities meeting the goals established in the 2015-2019 Consolidated Plan-Strategic Plan and this Annual Action Plan will help to reduce the number of poverty-level families by:

- Supporting activities that expand the supply of housing that is affordable to low- and moderate-income households, including the City's Inclusionary Zoning Ordinance (which makes affordable housing an integral part of newly constructed residential projects in the City) and the Irvine Community Land Trust, a City sponsored nonprofit organization (which helps create and maintain permanently affordable housing in the City);
- Supporting a continuum of housing and public service programs to prevent and eliminate homelessness;
- Supporting housing preservation programs that ensure low-income households have a safe, decent and appropriate place to live; and
- Supporting public services through various nonprofits funded by CDBG that serve the community's youth, seniors, families, veterans and those with special needs.

In addition to these local efforts, mainstream state and federal resources also contribute to reducing the number of individuals and families in poverty. Federal programs such as the Earned Income Tax Credit and Head Start provide a pathway out of poverty for families who are ready to pursue employment and educational opportunities. Additionally in California, the primary programs that assist families in poverty are CalWORKS, CalFresh (formerly food stamps) and Medi-Cal. Together these programs provide individuals and families with employment assistance, subsidy for food, medical care, childcare and cash payments to meet basic needs such as housing, nutrition and transportation. Other services are available to assist persons suffering from substance abuse, domestic violence and mental illness.

### **Actions planned to develop institutional structure**

The institutional delivery system in Irvine is high-functioning and collaborative — particularly the relationship between local government and the nonprofit sector comprised of a network of capable community-based organizations that are delivering a full range of services to residents. Affordable housing development and preservation activities will be carried out by the Housing Division of the Community Development Department in partnership with housing developers and contractors. Public service activities will be carried out by nonprofit organizations and City Departments to achieve the Strategic Plan goals. The Housing Division and the Public Works Department will work together with contractors to implement public facility improvement projects.

One of the key ways the City is developing and expanding institutional structure to meet underserved needs is by funding a wide variety of services targeted to youth, seniors, veterans, special needs populations and individuals or families at risk of homelessness with CDBG public service grants.

**Actions planned to enhance coordination between public and private housing and social service agencies**

To enhance coordination between public and private housing and social service agencies, the City will continue consulting with and inviting the participation of a wide variety of agencies and organizations involved in the delivery of housing and supportive services to low- and moderate-income residents in Irvine.

**Discussion:**

In the implementation of the 2017-2018 Action Plan, the City will invest CDBG and HOME resources to address obstacles to meeting underserved needs, foster and maintain affordable housing, reduce lead-based paint hazards, reduce the number of poverty-level families, develop institutional structure and enhance coordination between public and private housing and social service agencies.

## AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

### Introduction:

In the implementation of programs and activities under the 2017-2018 Action Plan, the City of Irvine will follow all HUD regulations concerning the use of program income, forms of investment, overall low- and moderate-income benefit for the CDBG program and recapture requirements for the HOME program.

### Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next Program Year and that has not yet been reprogrammed	0
2. The amount of proceeds from Section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
<b>Total Program Income:</b>	<b>0</b>

### Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low- and moderate-income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low- and moderate-income. Specify the years covered that include this Annual Action Plan.	100.00%

**HOME Investment Partnerships Program (HOME)**  
**Reference 24 CFR 91.220(l)(2)**

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The City will not use any other forms of investment beyond those identified in Section 92.205.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

During the 2017-2018 Program Year, the City of Irvine will not implement any HOME-assisted homebuyer activities. The 2015-2019 Strategic Plan does not include this activity as a high priority need.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

See above.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City does not intend to use HOME funds under the 2017-2018 Action Plan to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds.

**Discussion:**

In the implementation of programs and activities under the 2017-2018 Action Plan, the City of Irvine will follow all HUD regulations concerning the use of program income, forms of investment, overall low- and moderate-income benefit for the CDBG program and forms of investment for the HOME program.



**2017-2018 ACTION PLAN  
JULY 1, 2017 THROUGH JUNE 30, 2018**

**APPENDIX A**

**[To be attached to final Action Plan]**

- Proof of Publication – Public Hearing and Action Plan Adoption
- Proof of Publication – Notice of Funding Availability
- 2015-2019 Consolidated Plan Citizen Participation Efforts



**2017-2018 ACTION PLAN  
JULY 1, 2017 THROUGH JUNE 30, 2018**

**APPENDIX B  
Grantee Unique Appendices**

**[To be attached to final Action Plan]**

- Affordable Housing Inventory
- HOME Program 95% Homeownership Value Limit Analysis per 24 CFR 92.254



**2017-2018 ACTION PLAN  
JULY 1, 2017 THROUGH JUNE 30, 2018**

## **APPENDIX C**

### **SF-424 and Action Plan Certifications**

**[To be attached to final Action Plan]**

- SF-424: Community Development Block Grant
- SF-424: HOME Investment Partnerships
- 2017-2018 Action Plan Certifications



CITY COUNCIL RESOLUTION NO. 17-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, APPROVING THE 2017-2018 ACTION PLAN FOR FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIPS ENTITLEMENT GRANT PROGRAMS

WHEREAS, the City of Irvine (City) participates in the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) programs; and

WHEREAS, the City is required by HUD to, each year, adopt an Action Plan to allocate CDBG and HOME funds to eligible projects and activities; and

WHEREAS, a Resolution by the City Council is required for adoption of the 2017-2018 Action Plan that is due to HUD by May 15, 2017; and

WHEREAS, the City's 2017-2018 Action Plan implements the third year of the five-year strategy of the 2015-2019 Consolidated Plan; and

WHEREAS, notice was published in the *Irvine World News* on March 16, 2017 and online on the website of the Housing Division of the Community Development Department regarding a City Council public hearing and the availability of the Draft 2017-2018 Action Plan for public review and comment; and

WHEREAS, the Draft 2017-2018 Action Plan was published and posted online on the website of the Housing Division of the Community Development Department for a 30-day public review and comment period from March 24, 2017 to April 24, 2017; and

WHEREAS, the City's CDBG and HOME funding allocations from HUD for the 2017-2018 Program Year have not been determined and released; and

WHEREAS, the Community Services Commission on March 15, 2017, made 2017-2018 CDBG and HOME funding recommendations based upon the current 2016-2017 City allocations and provided alternatives to the City Council in the event actual CDBG and HOME funding levels are higher or lower than estimated by the Community Services Commission; and

WHEREAS, for Fiscal Year 2017-2018, the City is estimated to receive \$1,320,567 in CDBG funds and \$494,855 in HOME funds from HUD and has carryover funds available in the amount of \$127,753 in CDBG and \$141,839 in HOME; and

WHEREAS, the City Council has considered the community needs, priorities and strategies set forth in the 2015-2019 Consolidated Plan and the proposed allocation of \$1,448,320 in CDBG funds and \$420,626 in HOME funds in the Draft 2017-2018 Action Plan; and

WHEREAS, pursuant to Section 15378 of the California Code of Regulations relating to implementation of the California Environmental Quality Act, the proposed activities to be funded are not considered projects resulting in a direct alteration of the environment and, therefore, are exempt from the requirements of California Environmental Quality Act; and

WHEREAS, the proposed activities to be funded are subject to the provisions of the National Environmental Protection Act of which any and all projects funded shall comply, except that, in accordance with 24 CFR Sections 58.34 (a) and 58.35 as to review pursuant to the National Environmental Protection Act, the 2015-2019 Consolidated Plan, 2017-2018 Action Plan, Citizen Participation Plan and Analysis of Impediments to Fair Housing Choice are not subject to federal environmental review; and

WHEREAS, on February 23, 2010, the City Council adopted Resolution 10-20 approving the Residential Rehabilitation Program Policies and Guidelines and therein establishing the Residential Rehabilitation Program Revolving Loan Account for repaid loan proceeds; and

WHEREAS, on September 14, 2004, the City Council adopted Resolution 04-146, and on September 26, 2006, the City Council adopted Resolution 06-127, establishing the First Time Homebuyer – Downpayment Assistance Program using CDBG, HOME and Cal HOME funds.

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

SECTION 1. That the 2017-2018 Action Plan is hereby adopted, and the City Manager or his designee is authorized to execute all documents relating thereto deemed necessary by HUD and to execute all implementing and related documents and agreements, including, but not limited to, grant and loan agreements with subrecipients for all approved CDBG and HOME programs and projects.

SECTION 2. That \$198,085 in CDBG Public Service funds, \$986,122 in CDBG Capital Improvement Funds, and \$371,141 in HOME Capital Improvement Funds are hereby allocated to the CDBG and HOME programs and projects indicated in Exhibit A.

SECTION 3. That \$264,113 in CDBG funds and \$49,485 in HOME funds are hereby allocated for administrative costs necessary to administer the CDBG and HOME programs listed in Exhibit A.

SECTION 4. That the City Manager or his designee is hereby authorized to implement the following alternatives, as approved by the City Council, in the event that the actual 2017-2018 CDBG and HOME funding allocation levels are higher or lower than identified in this Resolution:

Fair Housing Foundation as a mandated HUD service activity (fair housing) provider will receive its recommended allocation if HUD allocations increase or decrease for 2017-2018.

Public Service allocations:

1. If CDBG funds are increased, the three recipients currently below \$10,000 (AIDS Services Foundation, Council on Aging and Stand Up for Kids) would be increased to \$10,000 with the remaining balance of the increased funds being distributed, using a weighted average, to all Public Service recipients excluding Fair Housing Foundation.
2. If CDBG funds are decreased, using a weighted average, distribute decrease to Public Service recipients, excluding three recipients currently below \$10,000 (AIDS Services Foundation, Council on Aging and Stand Up for Kids).

Capital Improvement project allocations:

1. If CDBG and HOME funds are increased or decreased, using a weighted average, distribute increase or decrease to all recommended activities.

SECTION 5. That the City Manager or his designee is hereby authorized to execute all necessary budget approvals and implementing documents including establishing Capital Improvement Program projects to fund the foregoing Public Service programs, Capital Improvement projects and administrative costs.

SECTION 6. That the City Manager or his designee is hereby authorized to execute all necessary budget approvals and implementing documents for placing repaid CDBG or HOME loan proceeds into the Residential Rehabilitation Program Revolving Loan Account authorized under City Council Resolution 10-20.

SECTION 7. That the City Manager or his designee is hereby authorized to execute all necessary budget approvals and implementing documents for placing repaid CDBG, HOME or CalHOME loan proceeds not exceeding \$50,000 or the resale of restricted affordable properties under the City's First Time Homebuyer – Downpayment Assistance Program authorized under City Council Resolutions 04-146 and 06-127.

SECTION 8. That the 2017-2018 Action Plan projects and programs shall undergo an environmental review prior to any release of funds consistent with the Program Regulations found in 24 CFR, Part 58.6 and the City Manager or his designee is authorized to execute all environmental documentation required by HUD.

SECTION 9. The City Clerk shall certify to the passage of this Resolution and this Resolution 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 \_\_\_\_\_, 2017.

\_\_\_\_\_  
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 \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

\_\_\_\_\_  
CITY CLERK OF THE CITY OF IRVINE

**EXHIBIT A**  
**City of Irvine**  
**FY 2017-2018 CDBG & HOME Funding Allocations**

<b>CDBG PUBLIC SERVICES</b>	<b>FUNDING</b>
1. AIDS Services Foundation	9,500
2. Assistance League of Irvine	21,534
3. City of Irvine - Meals on Wheels	21,534
4. Council on Aging - Southern California	8,230
5. Fair Housing Foundation (HUD Mandated Program)	17,119
6. Families Forward	20,758
7. Human Options	11,446
8. Irvine Adult Day Health Services, Inc.	18,837
9. Irvine Children's Fund	32,294
10. Irvine Public Schools Foundation	11,824
11. South County Outreach	15,423
12. Stand Up for Kids	9,586
<b>TOTAL FUNDING</b>	<b>198,085</b>

<b>CDBG CAPITAL</b>	<b>FUNDING</b>
1. City of Irvine - Community Facilities ADA	449,869
2. Families Forward - HVAC Improvements	198,400
3. City of Irvine - Residential Rehabilitation Program	337,853
<b>TOTAL FUNDING</b>	<b>986,122</b>

<b>HOME CAPITAL</b>	<b>FUNDING</b>
1. City of Irvine - Residential Rehabilitation Program	371,141
2. Community Housing Development Organization (CHDO)	74,229
<b>TOTAL FUNDING</b>	<b>445,370</b>

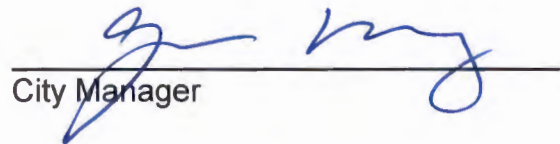
3.2



## REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:** APRIL 25, 2017

**TITLE:** ZONE CHANGE TO REVISE SPECIAL DEVELOPMENT REQUIREMENTS IN ZONING ORDINANCE SECTION 9-21-7 AND CERTIFICATION OF A FINAL ENVIRONMENTAL IMPACT REPORT ASSOCIATED WITH A MODIFICATION TO THE CONDITIONAL USE PERMIT FOR CONCORDIA UNIVERSITY CAMPUS BUILD-OUT PLAN AT 1530 CONCORDIA WEST, PLANNING AREA 21 (TURTLE ROCK)

  
\_\_\_\_\_  
Director of Community Development  
\_\_\_\_\_  
City Manager

### RECOMMENDED ACTION

1. Receive staff report.
2. Open the public hearing, receive public input.
3. Close the public hearing.
4. City Council comments and questions.
5. Adopt – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, CERTIFYING AN ENVIRONMENTAL IMPACT REPORT (SCH NO. 2015091023, 00618828-PCLE) AND ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM AND ENVIRONMENTAL FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR CONDITIONAL USE PERMIT MODIFICATION 00612052-PCPU FOR CONCORDIA UNIVERSITY CAMPUS MASTER BUILD-OUT PLAN AND ZONE CHANGE 00629029-PZC TO REVISE ZONING ORDINANCE SECTION 9-21-7.B, SPECIAL DEVELOPMENT REQUIREMENTS; LOCATED AT 1530 CONCORDIA WEST IN PLANNING AREA 21 (TURTLE ROCK); FILED BY CONCORDIA UNIVERSITY
6. Introduce for first reading and read by title only - 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

## **EXECUTIVE SUMMARY**

On March 16, 2017, the Planning Commission recommended City Council certification of the Final Environmental Impact Report (EIR) and approval of the proposed Zone Change associated with the Conditional Use Permit (CUP) Modification to the Concordia University campus master build-out plan. These requests are the culmination of the City planning review and community outreach processes started in July 2014 when the applications were submitted. The Planning Commission is the final approving authority for CUP modifications; however, its action is contingent upon City Council certification of the Final EIR and approval of the Zone Change.

The existing campus at 1530 Concordia West in Planning Area 21, Turtle Rock, is approximately 72.8 acres and generally located south of University Drive, west of Ridgeline Drive, north of Turtle Rock Drive, and east of Culver Drive (Attachment 1). Uses adjacent to the project site include Mason Regional Park to the north, Concordia East residential (82 single-family detached homes) to the east, French Hill open space to the south, and Concordia West residential (69 single-family detached homes) to the west. Access to the campus is provided via two 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.

The campus is comprised of 16 institutional buildings totaling approximately 243,571 square feet and 256 dormitory units with 1,024 beds. The CUP Modification updates the previously approved campus master build-out plan, while maintaining the previously approved 321,220-square-foot cap (in 14 buildings) and 330 dormitory units (in five buildings) in four project phases from 2017 to 2035. Refer to Attachments 2, 3 and 4 for further details.

Concordia University's requested Zone Change (Attachment 5) proposes to revise the Special Development Requirements (SDRs) in Zoning Ordinance Section 9-21-7. The SDRs were adopted in 1992 with a General Plan Amendment/Zone Change that allowed residential subdivisions on the westerly and easterly portions of the former Christ College campus. Since many of these requirements have been previously satisfied, the SDRs will be updated to reflect present circumstances. Additionally, SDRs particular to Concordia University have been revised to address on-going community concerns and moved into the conditions of approval for the CUP Modification to allow for greater enforcement. No change in the Zoning District designation of 6.1, Institutional is proposed.

A Draft EIR (Attachment 6) has been prepared to address the general environmental setting of the proposed project, its significant environmental impacts, and mitigation measures that reduce the project's environmental impacts below a level of significance in accordance with the California Environmental Quality Act. The Draft EIR concludes that with the incorporation of the Project Design Features, Plans, Policies and Programs, and



project-specific Mitigation Measures, the implementation of the modification to the Campus Master Build-Out Plan and Zone Change would not result in any significant unavoidable impacts. The Draft EIR was released on August 1, 2016. A 45-day review period ended on September 14, 2016. Public comments on the Draft EIR and City response to these comments are provided in Attachment 7.

Staff recommends the City Council certify the Final EIR and approve the Zone Change.

### **COMMISSION / BOARD / COMMITTEE RECOMMENDATION**

The Planning Commission considered the CUP Modification, the proposed Zone Change and Final EIR on March 16, 2017. The Planning Commission unanimously approved, with all members present, the CUP Modification and recommended City Council certification of the Final EIR and approval of the proposed Zone Change. As a part of its decision, the Planning Commission adopted final conditions of approval reflective of an agreement reached on March 15, 2017, between Concordia University and the Concordia East Community Association (Attachment 8).

Additionally, the Planning Commission revised Condition of Approval (Condition) 4.17 of PC Resolution 17-3598 for the CUP Modification (Attachment 9) to defer the decision on adding the applicant's voluntarily proposed traffic signal improvements at the Concordia East and Ridgeline Drive intersection (Attachment 10) during Phase 1 of the project to address existing intersection delays and improve ingress/egress operations. The traffic analysis (Attachment 11) demonstrated that the Ridgeline Drive/Concordia East intersection meets traffic signal warrants under existing conditions and in accordance with City Transportation Design Procedures, minimum spacing between signals is met. The approximate distance from the closest adjacent intersection of Ridgeline Drive/University is 560 feet; 400 feet is the minimum spacing requirement.

During public comments at the Planning Commission meeting and through written correspondence, Turtle Rock residents expressed concerns that adding a traffic signal at Concordia East and Ridgeline Drive, which is adjacent to the heavily congested intersection at University Drive and Ridgeline Drive, would create further delay. As a result, the Planning Commission approved a "wait and see" approach for the proposed traffic signal improvements by omitting Condition 3.32, which would have required the installation of the traffic signal prior to issuance of a building permit for the Music Worship and Theology building, and revising Condition 4.17 on PC Resolution-3598 (Attachment 9). Condition 4.17 no longer requires the applicant to install the signal improvements during Phase 1 of the project. Instead the applicant is required to enter into an agreement with the City to post security guaranteeing the construction of a traffic signal where the timing and actual construction will be determined upon a review of necessity by the Transportation Commission.

In addition to the above, the Planning Commission recommended that the City Council consider the following actions:

1. Accelerate the approved intersection improvements at University Drive and Ridgeline Drive/Rosa Drew Lane (Attachment 12). As of the preparation of this report, final design has begun and is estimated to be completed by May 2018, followed by an approximately one-year right-of-way acquisition process. Construction is anticipated to occur between July 2019 and 2021.
2. Increase traffic enforcement on Ridgeline Drive, near Concordia East.
3. Consider adding warning signs and/or lights regarding travel speed on Ridgeline Drive.
4. Direct appropriate Commission(s) to investigate further widening of University Drive from Ridgeline Drive to the southbound on-ramp to the I-405 freeway.

## **ANALYSIS**

Refer to the March 16, 2017 Planning Commission staff report (Attachment 13) for a detailed project analysis including discussion of the CUP Modification, Zone Change, and EIR.

### *Public Outreach*

A detailed discussion concerning the history of the public outreach efforts for this project are contained within the Planning Commission staff report included as Attachment 13

Staff has continued to communicate with individuals interested in the project. As of the date of the preparation of this report, staff received a form email supporting the project from 186 individuals, 81 form postcards supporting the project (72 from Irvine residents and nine from non-Irvine residents), 31 additional emails/letters containing comments regarding the proposed project and 46 emails from individuals opposing the potential signal improvement (Attachments 8 and 14). Any additional correspondence received by staff that is not included in Attachments 8 and 14 will be provided to the Councilmembers at the public hearing.

Public hearing notices for this City Council hearing providing information on the CUP Modification, Zone Change and EIR were mailed to all property owners/occupants/community associations within 500 feet of the project site and all parties that have expressed an interest in this project. Additionally, the City Council public hearing notice was published in the *Orange County Register* on April 7, 2017.

## **ENVIRONMENTAL REVIEW**

Please refer to Planning Commission staff report included as Attachment 13. Attachment 15 contains a Notice of Determination.

## **ALTERNATIVES CONSIDERED**

The City Council could deny the Zone Change and/or not certify the Final EIR. If the City Council takes this approach, the SDRs in Zoning Ordinance Section 9-21-7 will remain the same, and the CUP Modification that the Planning Commission approved on March 16, 2017 will not take effect.

As a different alternative, the City Council could remand the Zone Change and Final EIR back to the Planning Commission and direct the Commission to consider and evaluate specific issues as identified by the City Council. Under this approach, after its further deliberations, the Planning Commission would forward its recommendations to the City Council for final action on the Zone Change and Final EIR.

## **FINANCIAL IMPACT**

Please refer to Planning Commission staff report included as Attachment 13.

**REPORT PREPARED BY:** Melissa Chao, Senior Planner

## **ATTACHMENTS**

- Attachment 1: Vicinity Map
- Attachment 2: Information Sheet
- Attachment 3: Color Site Plan
- Attachment 4: CUP Modification Plan
- Attachment 5: Proposed Zone Change Text (strikeout with justification and clean) and Replacement Conditions of Approval
- Attachment 6: Draft Environmental Impact Report
- Attachment 7: Final EIR with Response to Comments
- Attachment 8: Errata for Planning Commission on March 16, 2017
- Attachment 9: Planning Commission Resolution No. 17-3598 Approving CUP Modification 00612052-PCPU
- Attachment 10: Proposed Ridgeline/Concordia East Intersection Improvements
- Attachment 11: Traffic Study
- Attachment 12: University and Ridgeline/Rosa Drew Intersection Improvement CIP Fact Sheet
- Attachment 13: March 16, 2017 Planning Commission Staff Report (without attachments)
- Attachment 14: Public Correspondence and Sample Form Postcard/Email
- Attachment 15: Draft Notice of Determination
- Attachment 16: Entitlement Records Summary
- Attachment 17: Parking Study
- Attachment 18: Traffic and Parking Management Plan and Event Action Plan

- Attachment 19: City Council Resolution No. 17-XX Certifying EIR (SCH NO. 2015091023)  
Attachment 20: City Council Ordinance No. 17-XX Approving Zone Change 00629029-PZC

ec: Ronald Van Blarcom, Concordia University ([Ronald.VanBlarcom@cui.edu](mailto:Ronald.VanBlarcom@cui.edu))  
Lesley Harper, Concordia University ([lesley.harper@cui.edu](mailto:lesley.harper@cui.edu))  
Tim Odle, Concordia University ([tim.odle@cui.edu](mailto:tim.odle@cui.edu))  
Tom Sonoff, Concordia University ([tom.sonoff@cui.edu](mailto:tom.sonoff@cui.edu))  
Coralee Newman, Government Solutions ([cora@govsol.com](mailto:cora@govsol.com))  
Adrian Fonseca, Optimum Property Management ([afonseca@optimumpm.com](mailto:afonseca@optimumpm.com))  
Lana Feldman, Concordia East HOA president ([ljfeldmanlaw@msn.com](mailto:ljfeldmanlaw@msn.com))  
Aaron Ehrlich, Berding & Weill LLP ([Aehrllich@berdingweill.com](mailto:Aehrllich@berdingweill.com))  
Marie Whitehouse, Laguna Shores Management  
([mwhitehouse@lagunashores.com](mailto:mwhitehouse@lagunashores.com))  
Stewart A Sutton, Concordia West HOA president ([stewsutton@gmail.com](mailto:stewsutton@gmail.com))  
Christina Thomas, Concordia West HOA board member  
([cristinabthomas@gmail.com](mailto:cristinabthomas@gmail.com))  
Jeanne Baran, Concordia West resident ([jtbaran999@gmail.com](mailto:jtbaran999@gmail.com))  
Rabbi Larry Seidman ([lpseidman@cox.net](mailto:lpseidman@cox.net))  
Karen Jaffe ([kjaffe1964@gmail.com](mailto:kjaffe1964@gmail.com))  
Greg McKeown, OCFA Fire Division Chief ([gregmckeown@ocfa.org](mailto:gregmckeown@ocfa.org))  
Tim Kerbrat, OCFA Deputy Fire Marshal ([timothykerbrat@ocfa.org](mailto:timothykerbrat@ocfa.org))  
Nick Pivaroff, OCFA Assistant Fire Marshal – Community Wildfire Mitigation  
([NickPivaroff@ocfa.org](mailto:NickPivaroff@ocfa.org))  
Marta Crane, OC Parks ([Marta.Crane@ocparks.com](mailto:Marta.Crane@ocparks.com))  
Tina Anderson, BonTerra Psomas ([tina.andersen@psomas.com](mailto:tina.andersen@psomas.com))  
Chad Beckstrom, ICF International ([Chad.Beckstrom@icfi.com](mailto:Chad.Beckstrom@icfi.com))  
Pat Hurtado, Police Lieutenant  
Dave Klug, Police Lieutenant  
Traci Stubbler, Community Services Supervisor – ICCP  
Jim Houlihan, Manager of Engineering/City Engineer  
Jaimee Bourgeois, City Traffic Engineer  
Tran Tran, Senior Transportation Engineer  
Uyenly Bui, Senior Civil Engineer  
Kerwin Lau, Project Development Administrator  
Sun-Sun Murillo, Supervising Transportation Analyst  
Karen Urman, Senior Transportation Analyst  
Stephen Higa, Principal Planner

**VICINITY MAP – CONCORDIA UNIVERSITY  
PLANNING AREA 21**



**CITY COUNCIL INFORMATION SHEET FOR CONCORDIA UNIVERSITY  
ZONE CHANGE 00629029-PZC AND FINAL EIR ASSOCIATED WITH  
CONDITIONAL USE PERMIT MODIFICATION 00612052-PCPU  
PLANNING AREA 21 (TURTLE ROCK)**

- Hearing Date: April 25, 2017
- Applicant: Concordia University
- Staff Recommends: Approval of a Zone Change to revise the Special Development Requirements (SDRs) in Zoning Ordinance Section 9-21-7 and certification of the Final EIR (associated with a Conditional Use Permit modification to revise Concordia University's previously approved campus master build-out plan and the Zone Change).
- Proposed: The applicant is requesting a Zone Change to update the SDRs in Zoning Ordinance Section 9-21-7. The SDRs were adopted in 1992 with a General Plan Amendment/Zone Change that allowed residential subdivisions on the westerly and easterly portions of the Concordia University (former Christ College) campus and increased the maximum intensity of the campus. Since many of these requirements have been previously satisfied, the SDRs will be updated to reflect current circumstances and to specific conditions of approval related to the proposed Conditional Use Permit (CUP) modification project. No change in the Zoning District designation of 6.1, Institutional is proposed.
- The applicant is also requesting the City Council certify the Final EIR prepared for the CUP modification and Zone Change.
- For Reference: The applicant concurrently applied for a CUP modification to update the previously approved campus master build-out plan. The Planning Commission approved the CUP modification at its March 16, 2017 meeting, contingent upon City Council approval of the proposed Zone Change and certification of the Final EIR.
- The modification maintains the previously approved 321,220 square foot cap of institutional buildings and 330 dormitory units. The proposed modification includes the following:
- Phase 1 (+ 38,550 SF):
- Construct Music, Worship and Theology building (38,550 SF) and Keck Astronomy Center
  - Implement on-site circulation improvements along Concordia East/West roadway
- Phase 2 (+ 10,030 SF):
- Construct Field Restroom and Lockers building (6,730 SF) and CU Center addition (3,300 SF)
- Phase 3 (+ 16,540 SF and 74 dorms):
- Demolish Administration building (18,000 SF), Chi Alpha Administration building (13,905 SF), Student Services

Administration (2,900 SF), Hallerberg Hall (6,544 SF) and Performing Arts Annex (2,411 SF)

- Construct Science, Nursing and Healthcare building (49,000 SF), Grimm Student Center Addition (8,500 SF), Pool Service and Restroom building (2,800 SF) and residence hall with 74 dorm units/296 beds

Phase 4 (+ 12,549 SF):

- Demolish Chi Beta Administration (13,905 SF) and Founders Hall (13,566 SF)
- Construct Arts, Alumni and Advancement building (40,000 SF)

Other:

- Reconfigure and add on-site surface parking in phases 1, 3 and 4 with net increase of 218 spaces total
- Establish maximum daily vehicle trip cap of 5,500 trips at full build-out and implement vehicle trip count monitoring and compliance program to replace SDR 10
- Implemented and continue to refine the Traffic Parking and Management Plan for special events
- Upgrade athletic facilities and outdoor spaces, including adding permanent athletic field lighting in phases 1, 2 and phase 3 (for the proposed tennis court deck)

Location:	1530 Concordia West in Planning Area 21, Turtle Rock. The campus is generally south of University Drive, west of Ridgeline Drive, north of Turtle Rock Drive, and east of the Culver Drive
Site Size:	72.8 acres
Topography:	Hilly
General Plan:	General Institutional – Educational Facilities
Existing/Proposed Zoning:	6.1 Institutional (no change)
Existing Land Use:	Existing campus is comprised of 16 institutional buildings totaling approximately 243,571 square feet and 256 dormitory units with 1,024 beds.
Proposed Land Use:	Proposed campus build-out of 14 institutional buildings totaling approximately 321,220 square feet and 330 dormitory units with 1,320 beds.

Adjacent Zoning/Land Uses:

	<u>Zoning Designation</u>	<u>Land Use</u>
North:	1.5 Recreation	Mason Regional Park
East:	2.2 Low Density Residential	Concordia East residential (82 SFD homes)
South:	1.5 Recreation	French Hill open space
West:	2.2 Low Density Residential	Concordia West residential (69 SFD homes)

Development Standards:

	<u>Required</u>	<u>Provided</u>
Minimum Site Size:	0.25 Acres	72.8 Acres
Site Coverage:	50 percent maximum	12 percent
Building Height:	50' maximum	
Music Worship & Theology		45'-6"
Keck Astronomy Center		12'-6"
Field Restroom & Locker		39'-11"
CU Center Addition		9'-6"
Science, Nursing & Healthcare		42'-8"
Grimm Student Center addition		27'-3"
Pool Service & Restroom		22'-6"
Residence Hall		48'-10"
Arts, Alumni & Advancement		37'-8"
Building Setbacks:	Property Line: 2x Building Height Building to Building: 10'	See Sheet G0.1 in CUP plan
Site Landscaping:	15 percent minimum	46 percent

Parking Requirements:

<u>Required</u>	<u>Provided</u>
Per Parking Study: 1,397 spaces total	1,436 spaces total

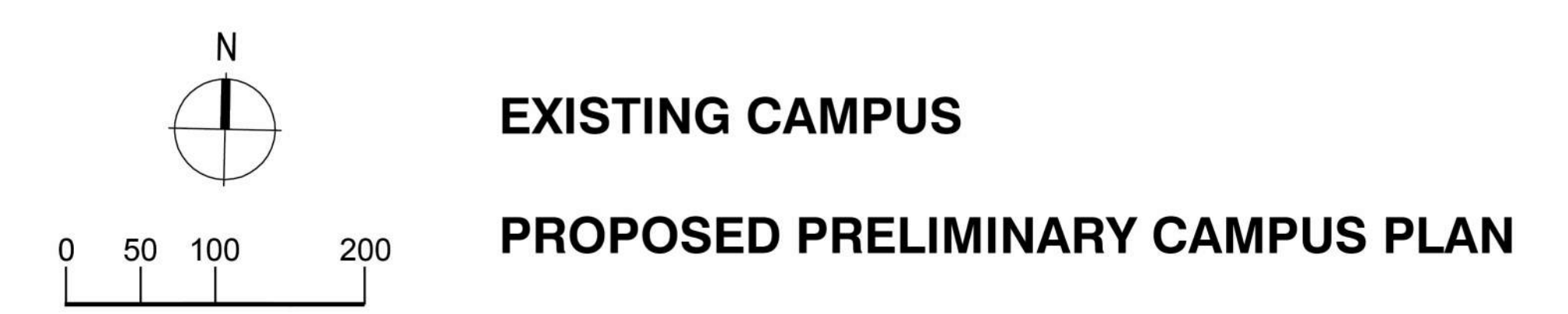
Based on the following at build-out:

- 0.48 space per dorm bed (results in 634 resident student parking passes)
- 1 space per 421 institutional square feet



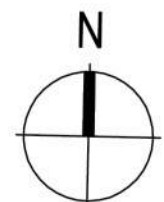


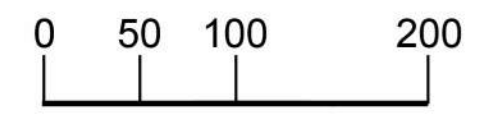
- Existing Buildings
  - A Chapel of the Good Shepherd
  - B District Office
  - C Maintenance Building
  - D CU Center
  - E Library / Fine Arts / Theater
  - F Grimm Hall (North and South)
  - G Founders Hall
  - H Administration Building
  - I Chi Alpha (Administration)
  - J Chi Beta (Administration)
  - K Student Union & Cafe
  - L Gymnasium
  - M Student Services Administration
  - N Hallerberg Hall (Student Services)
  - O Performing Arts Annex
  - P Lower Quads Residence Hall
  - Q Upper Quads Residence Hall
  - R Chi Rho Residence Hall
  - S Chi Sigma Residence Hall
  - T Batting Cages
  - U Gatehouse
- 
- Approved Building / Features in 2005 CUP
  - 1 Residence Hall
  - 2 Library / Classroom Addition
  - 3 Classroom Addition
  - 4 Early Childhood Center
  - 5 Carillon
  - 6 Pool
  - 7 Maintenance Building Addition
- 
- Existing 11' min. Bicycle/Pedestrian Path





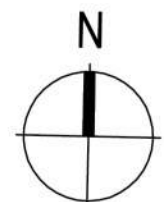
- Proposed Building in Update to CUP - Phase 1
- A Music, Worship, and Theology
- B Keck Astronomy Center  
(Field Equipment Shed and Telescope Domes)
- Approximate Limit of Work
- 1 Traffic signal, shared left/right turn lane, crosswalk improvements
- 2 On-site intersection improvements (driveway re-alignments, left turn lanes, and stop signs)
- 3 Parking lot expansion
- 4 Parking and driveway improvements
- 5 New walkway
- Proposed 11' min. Bicycle/Pedestrian Path

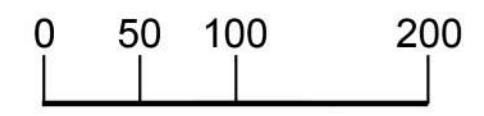
  
 PHASE 1  
 PROPOSED PRELIMINARY CAMPUS PLAN





- Proposed Building in Update to CUP - Phase 1
  - A Music, Worship, and Theology
  - B Keck Astronomy Center (Field Equipment Shed and Telescope Domes)
  
- Proposed Building in Update to CUP - Phase 2
  - C CU Center Addition
  - D Field Restroom and Lockers
  
- Approximate Limit of Work
  - 1 Add (2) sand volleyball courts
  - 2 Walkway improvements at athletics fields
  - 3 Relocate pole vault and long jump
  - 4 Permanent athletic field lighting
  
- Proposed 11' min. Bicycle/Pedestrian Path

  
 PHASE 2  
 PROPOSED PRELIMINARY CAMPUS PLAN





- Proposed Building in Update to CUP - Phase 1
  - A Music, Worship, and Theology
  - B Keck Astronomy Center (Field Equipment Shed and Telescope Domes)
- Proposed Building in Update to CUP - Phase 2
  - C CU Center Addition
  - D Field Restroom and Lockers
- Proposed Building in Update to CUP - Phase 3
  - E Science, Nursing, and Healthcare
  - F Student Union Addition
  - G Residence Hall
  - H Pool Service and Restroom
  - I Tennis Court Deck (4 lighted courts)
- Approximate Limit of Work
  - 1 Various parking lot improvements
  - 2 Campus Quad improvements
- ⋯ Proposed 11' min. Bicycle/Pedestrian Path

PHASE 3  
PROPOSED PRELIMINARY CAMPUS PLAN



- Proposed Building in Update to CUP - Phase 1
  - A Music, Worship, and Theology
  - B Keck Astronomy Center (Field Equipment Shed and Telescope Domes)
- Proposed Building in Update to CUP - Phase 2
  - C CU Center Addition
  - D Field Restroom and Lockers
- Proposed Building in Update to CUP - Phase 3
  - E Science, Nursing, and Healthcare
  - F Student Union Addition
  - G Residence Hall
  - H Pool Service and Restroom
  - I Tennis Court Deck
- Proposed Building in Update to CUP - Phase 4
  - J Arts, Alumni, and Advancement
- Approximate Limit of Work
  - 1 Remove head-in parking along Concordia
  - 2 Enhanced paving and Campus Quad enhancements
- Proposed 11' min. Bicycle/Pedestrian Path

PHASE 4  
PROPOSED PRELIMINARY CAMPUS PLAN



- Proposed Building in Update to CUP - Phase 1**
  - A Music, Worship, and Theology
  - B Keck Astronomy Center  
(Field Equipment Shed and Telescope Domes)
  
- Proposed Building in Update to CUP - Phase 2**
  - C CU Center Addition
  - D Field Restroom and Lockers
  
- Proposed Building in Update to CUP - Phase 3**
  - E Science, Nursing, and Healthcare
  - F Student Union Addition
  - G Residence Hall
  - H Pool Service and Restroom
  - I Tennis Court Deck
  
- Proposed Building in Update to CUP - Phase 4**
  - J Arts, Alumni, and Advancement
  
- Proposed 11' min. Bicycle/Pedestrian Path**

**FULL BUILD-OUT**  
**PROPOSED PRELIMINARY CAMPUS PLAN**

ITEM NO. 3.2

CONDITIONAL USE PERMIT (CUP)  
MODIFICATION PLAN

ATTACHMENT 4 IS AVAILABLE VIA  
THE FOLLOWING LINK:

[Conditional Use Permit Modification Plan](#)

**Concordia University Zone Change 00629029-PZC  
Revisions and Explanation**

CHAPTER 9-21. - PLANNING AREA 21 (TURTLE ROCK)

Sec. 9-21-1. - Land use zoning map.

(See Planning Area 21 map following section 9-21-5.)

(Code 1976, § V.E-821.1; Ord. No. 92-3, 4-14-92; Ord. No. 92-4, § 3, 4-28-92; Ord. No. 94-7, § 3, 6-14-94; Ord. No. 95-4, 5-9-95; Ord. No. 95-22, § 3, 11-28-95; Ord. No. 97-05, 5-13-97)

Sec. 9-21-2. - Introduction.

Planning Area 21, Turtle Rock, is located in the southern area of the City. Boundaries include University Drive and Culver Drive to the west, University Drive and Ridgeline Drive to the north, Planning Area 22 to the east and Bonita Canyon Road to the south.

(Code 1976, § V.E-821.2; Ord. No. 92-3, 4-14-92; Ord. No. 92-4, § 3, 4-28-92; Ord. No. 94-7, § 3, 6-14-94; Ord. No. 95-4, 5-9-95; Ord. No. 95-22, § 3, 11-28-95)

Sec. 9-21-3. - Statistical analysis. – **Revise additive square footage to reflect June 28, 2000 minor modification approval**

			Building Intensity Standard			
General Plan Category	Zoning Number	Zoning District	Maximum Regulatory Dwelling Units	Additive Dwelling Units <sup>2</sup>	Maximum Regulatory Square Feet	Additive Square Feet <sup>2</sup>
Conservation and Open Space:						
Recreation	1.5	Recreation	0	0	0	0
Water Bodies	1.6	Water Bodies	0	0	0	0
Residential:						
Low Density	2.2	Low Density	3,080	0	0	0
Low Density	2.3	Medium Density	44	0	0	0



Medium Density	2.3	Medium Density	77	0	0	0
Medium-High Density	2.3	Medium Density	252	0	0	0
Medium-High Density	2.4	Medium-High Density	470	0	0	0
Institutional:						
Educational Facilities	6.1	Institutional	0	0	227,941	0
Educational Facilities	6.1	Institutional	330	0	310,980	0 <u>10,240</u>
Public Facilities	2.3	Medium Density	0	0	30,000	0
Unallocated Dwelling Units <sup>1</sup>	n/a	n/a	0	0	0	0
PLANNING AREA TOTAL			4,253	0	568,921	0 <u>10,240</u>

Unallocated dwelling units represent those units remaining in a Planning Area that may be built anywhere in the same Planning Area. These units are within the maximum development intensity for the Planning Area; and, therefore placement of Unallocated dwelling units into any residential category within the planning area for purposes of development is determined to be consistent with the General Plan and Zoning Code with regard to intensity allocation only, provided that placement is otherwise consistent with site specific zoning regulations and that any potential environmental impacts are adequately addressed, including traffic impacts, pursuant to CEQA.

See Section 9-0-3.C. Building Intensity Standards.

(Code 1976, § V.E-821.3; Ord. No. 92-3, 4-14-92; Ord. No. 92-4, § 3, 4-28-92; Ord. No. 94-7, § 3, 6-14-94; Ord. No. 95-4, 5-9-95; Ord. No. 95-22, § 3, 11-28-95; Ord. No. 10-04, § 3, 4-13-10; Ord. No. 12-09, § 3(Exh. A), 5-22-12)

Sec. 9-21-4. - Land use regulations.

See section 3-3-1 (Land use matrix).

(Code 1976, § V.E-821.4; Ord. No. 92-3, 4-14-92; Ord. No. 92-4, § 3, 4-28-92; Ord. No. 94-7, § 3, 6-14-94; Ord. No. 95-4, 5-9-95; Ord. No. 95-22, § 3, 11-28-95)

Sec. 9-21-5. - Development standards.

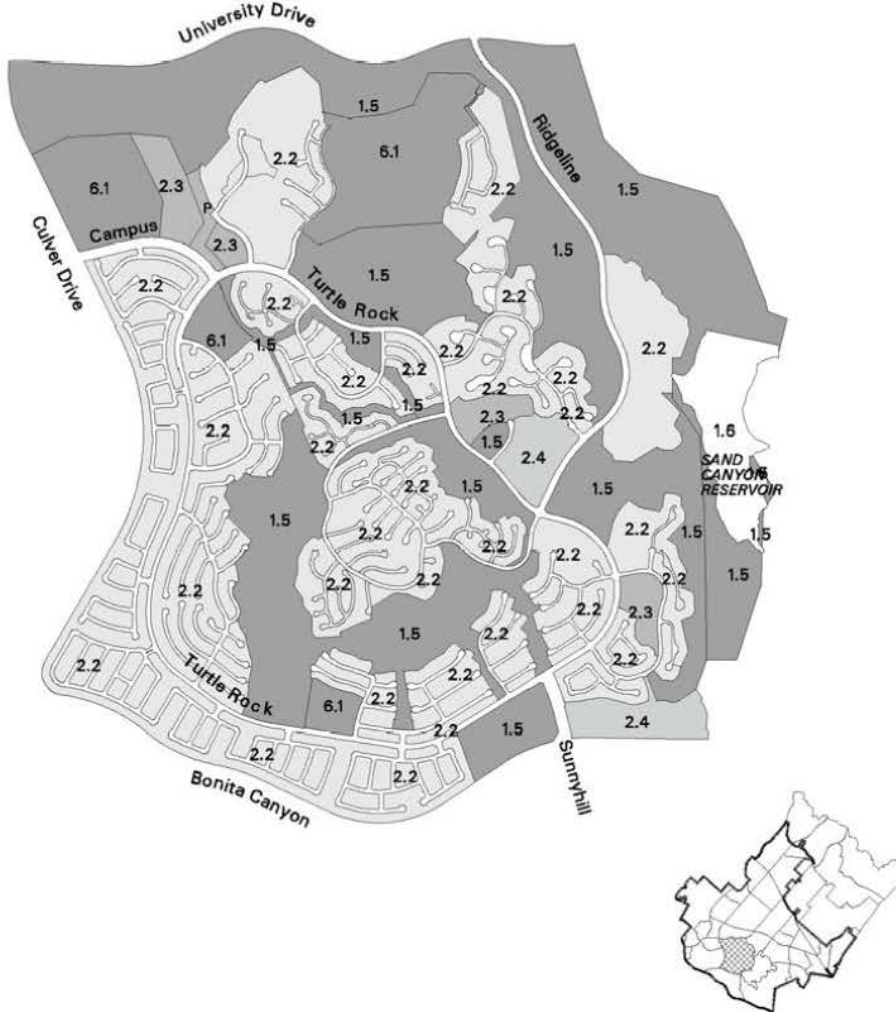
See chapter 3-37 (Development Standards).

(Code 1976, § V.E-821.5; Ord. No. 92-3, 4-14-92; Ord. No. 92-4, § 3, 4-28-92; Ord. No. 94-7, § 3, 6-14-94; Ord. No. 95-4, 5-9-95; Ord. No. 95-22, § 3, 11-28-95)



# ZONING ORDINANCE MAP PLANNING AREA 21

## TURTLE ROCK



P = Park

ZONE #	ZONING DISTRICT	ZONE #	ZONING DISTRICT
1.5	Recreation	2.3	Medium-Density Residential
1.6	Water Bodies	2.4	Medium-High Density Residential
2.2	Low-Density Residential	6.1	Institutional

Planning Area 21, Turtle Rock

Sec. 9-21-6. - Reserved.

Sec. 9-21-7. - Special development requirements.

A. General.

1. See division 3 for applicable general development requirements.
2. All development within this planning area shall be in accordance with the Hillside Overlay District and any other hillside regulations in effect at the time of tentative map approval.
3. Prior to the issuance of building permits for 4,000 total dwelling units in this planning area, the City Council shall determine whether a fourth permanent access is needed after reviewing the recommendation of the Director of Public Works. The Director of Public Works shall base the recommendation on annual analysis of the existing and projected traffic conditions.
4. All areas designated for residential use may be developed at a lower density than that indicated without requiring a zone change.

B. Special development requirements: Concordia University (former Christ College Irvine) General Plan Amendment 4237-GA/ and Zone Change 5232-ZC and Campus Build-Out Plan 00612052-PCPU/Zone Change 00629029-PZC.

- ~~1. In conjunction with submittal of the first development application (i.e., tract or parcel map, conditional use permit, or master plan) for development of Chapel Hill Vista, Hillcrest Vista or new development on the campus, the applicant shall also submit an agreement for joint use of Concordia University (Christ College Irvine) facilities for consideration by the City and Concordia University (Christ College Irvine) outlining joint use of facilities on the campus by the college and the City. Facilities to be covered by the agreement shall include, but not be limited to, the track/soccer field, softball/baseball fields, tennis courts, volleyball courts, racquetball courts and gym/weight room. Concurrent with the draft agreement, the applicant shall provide a schedule of recreation facilities proposed for joint use with the City of Irvine. The schedule should include the previous two years of use for educational, recreational, social, intramural, intercollegiate and other community use purposes. The agreement shall include provisions for:
  - a. ~~Those Concordia University (Christ College Irvine) facilities which are to be covered by the agreement.~~
  - b. ~~A schedule for the joint use of designated facilities.~~
  - c. ~~Perpetuity of joint use.~~
  - d. ~~Responsibility for facility rehabilitation, improvement and maintenance.~~
  - e. ~~Facility operation and management, including but not limited to:
    - (1) ~~Staffing.~~
    - (2) ~~Liability.~~
    - (3) ~~Parking.~~~~
  - f. ~~Establishment and implementation of a permanent community services benefit fund if none of the above apply.~~
  - g. ~~Provision for revision to, including termination of, the agreement subject to mutual approval of both parties.~~~~

~~Implementation of this condition shall not be required by a tentative or final map for financing only. The agreement shall be reviewed by the Community Services Commission and the Planning Commission for recommendation to the City Council.~~

***DELETE/SATISFIED - The Joint Use Agreement between the City and the University was executed March 11, 1993; the First Amendment was executed on August 21, 1996.***

- ~~2. Prior to approval of the first development application (i.e., tract or parcel map, conditional use permit or master plan), the college and the City shall execute the agreement for joint use of Concordia University (Christ College Irvine) facilities. The agreement shall be recorded against the title to run with the land designated as Institutional. Implementation of this condition shall not be required by a tentative or final map for financing only.~~

***DELETE/SATISFIED – The Joint Use Agreement between the City and the University was executed March 11, 1993; the First Amendment was executed on August 21, 1996. These documents have been recorded with the County of Orange.***

- ~~13. The open space areas around the edges of the project as depicted on Drawing 1, Constraints Summary Map (EIR 4237-GA, Appendix K: Graphics Appendix) shall be defined as lettered lots in any tentative and final maps, other than maps for financing and conveyance only. The lettered lots shall be restricted as follows:~~
- ~~a. With the exception of the Keck Astronomy Center (approximately 500 square feet), nNo development of any type shall be permitted.~~
  - ~~b. With the exception of the Keck Astronomy Center (approximately 500 square feet), nNo grading within the open space area except remedial grading as permitted by staff on a case-by-case basis in the specific remedial areas shown in Drawing 15 (Appendix K of the EIR), Concordia East residential (former Hillcrest Vista) Conceptual Grading Plan.~~
  - ~~c. The open space area separating the proposed Concordia West residential (former Chapel Hill Vista) development from the existing Vista homes shall be planted as a landscape buffer in accordance with Drawing 11, Conceptual Landscape Plan for Chapel Hill Vista (Appendix K).~~
  - ~~d. The open space area shall be expanded, if necessary, based upon the Phase III investigation and recovery program, to encompass the entire core area of archaeological site CA-Ora-378.~~
  - ~~e-d. These restrictions shall not preclude implementation of any fuel modification requirements placed upon the project by the Orange County Fire Authority Marshal, if such requirements do not interfere with the primary purpose of either the landscape buffer, or open space corridor, as determined by the Director of Community Development.~~
  - ~~f-e. Provide for a minimum 70-foot unfenced open space corridor between French Hill and Mason Regional Park.~~

***REVISE/RETAIN – These revisions consist of clarifications and revisions to accommodate the proposed 500 sf Keck Astronomy Center adjacent to the northeasterly parking area (Parking Lot E); to update the names of the adjacent residential communities and the Orange County Fire Authority; and to delete item “d” related to protection of archaeological site CA-Ora-378, as this requirement has been completed.***

- ~~4. Concurrent with the submittal of applications for community and neighborhood park dedication, the applicant shall coordinate with community services staff to identify potential applications of in-lieu park dedication fees for the improvement of existing public community and neighborhood parks within Planning Area 21 and/or the southern geographic area as identified by the community parks master plan.~~

***DELETE/SATISFIED – Although not applicable to the proposed Campus Master Build-Out Plan Update, Condition of Approval F.9 of PC Resolution 93-1702 for the residential master plan (case file 11477-MPH) for both Concordia East and West residential required payment of community park in-lieu fees.***

- ~~5. Concurrent with the submittal of tentative tract maps and prior to approval of final tract maps for the Hillcrest Vista and Chapel Hill Vista residential subdivisions, the applicant shall meet with the City Child Care Committee to ensure that the provisions of City Council Resolutions No. 90-81~~

and No. 87-151 outlining the City's child care goal, stated objectives and implementing actions are addressed.

***DELETE/ REPLACE WITH PROJECT CONDITION OF APPROVAL – Proposed Concordia University Zone Change 00629029-PZC involves removal of this SDR from the Zoning Ordinance. Although not applicable to the proposed Campus Master Build-Out Plan Update, the final tract maps for the adjacent residential communities were previously approved and this aspect of the requirement has been satisfied. Further, although the proposed Campus Master Build-Out Plan Update does not include the previously planned, on-campus child care facility, implementation of a child care facility was considered a “community benefit” and used as justification for supporting the 1992 GPA/ZC for conversion from institutional to residential use. Requirements related to implementation of a child care facility on- or off-campus will be incorporated into the Concordia University CUP modification as a condition of approval.***

6. ~~Prior to recordation of any subdivision map, excluding maps for financing purposes, the applicant shall prepare a housing element implementation plan (HEIP) meeting the approval of the Director of Community Development. The HEIP shall include but not be limited to the following components:
  - a. ~~Requirements. Prior to the issuance of any building permits on the property, the applicant shall provide security to the City in a form acceptable to the Director of Community Development, in an amount equal to the applicant's total in-lieu fee obligation of \$533,065. The in-lieu fee is for ten percent (15 units) of the total 154 units as approved by the general plan amendment/zone change. The payment of an in-lieu fee is calculated as follows: \$443,625 for 13 attached, for sale, two bedroom affordable units, and \$89,440 for two attached, for sale, three bedroom affordable units built at an average density of 25 units per acre and affordable to households earning 50 percent or below of the HUD median income for Orange County (Income II) as determined by the "Economics of Affordable Housing Development" report updated by David Paul Rosen & Associates in February 1992 (see exhibit 4 of zone change ordinance (i.e., Ord. No. 92-4)).~~
  - b. ~~Payment of in-lieu fee. The applicant shall provide payment to the City of Irvine for the full in-lieu fee amount within 30 days of a written request to do so. Until the request is made, the security provided will be held by the City of Irvine for a period not to exceed five years from the approval date of this general plan amendment and zone change or the approval by the City Council of an in-lieu fee program, whichever occurs first. If the City of Irvine does not adopt an in-lieu fee program within the aforementioned five-year period, the security shall be released to the applicant.~~~~

***DELETE/SATISFIED – The approved Housing Element Implementation Plan is on file with the City Housing section. Building permits were issued and the required fees were paid.***

7. ~~Prior to the recordation of any subdivision map for development purposes, the applicant shall prepare an affordable housing monitoring program meeting the approval of the Director of Community Development for 23 existing student units (15 percent of the total project). The monitoring program shall include but not be limited to the following components:
  - a. ~~The obligation that the developer submit information (as required below) every six months to the satisfaction of the Director of Community Development.~~
  - b. ~~The information to be submitted shall include: the number of affordable units (nondormitory, apartment units), the income basis for determining eligibility for student-occupied units, rent of the units, gross student income served, size of student household, and the implementation measure set forth in the in-lieu implementation plan (see above).~~
  - c. ~~If a monitored student apartment unit does not comply with the required Income Level III criteria (80 percent of the median income), an in-lieu fee for a two-bedroom affordable unit~~~~

will be paid at \$34,125 per unit, at which time the monitoring requirement for that unit will cease.

- d. ~~Length of the monitoring program and student income restrictions must remain in effect for the project period, which begins on the date when the first building permit is issued for the GPA/zone change and ends 15 years from that date.~~

***DELETE/SATISFIED – The 15 year time period for the monitoring requirement has expired. Additionally, all on-site units are dormitory units, not apartment units.***

- ~~28. Prior to issuance of grading permits, the applicant shall submit for review and comment, to the Harbors, Beaches and OC Parks District, precise grading plans and sections relative to any infringement within park boundaries, and precise plans for drainage entering or affecting Mason Regional Park.~~

***REVISE/RETAIN – The revision to this SDR consists of an update to the name OC Parks, the agency with jurisdiction over Mason Regional Park. This SDR is applicable to Concordia University and the Concordia East and Concordia West residential communities.***

- ~~39. Prior to issuance of any grading permits, the applicant shall submit for review and approval by the Chief Building Official a construction traffic routing plan which 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 I-405 freeway.~~

***RETAIN SDR/NO REVISIONS – This SDR remains applicable to Concordia University and the Concordia East and Concordia West residential communities.***

- ~~10. Any development applications for institutional use within the campus site shall demonstrate to the satisfaction of the Director of Community Development that the projected total average daily traffic from the site, based on City of Irvine trip generation rates approved with General Plan Amendment 4237-GA for the campus (330 institutional housing units at four trips per unit and 1,800 full-time equivalent students at 1.21 trips per student), does not exceed 3,500 average daily trips.~~

***DELETE/ REPLACE WITH PROJECT CONDITION OF APPROVAL – Proposed Concordia University Zone Change 00629029-PZC involves removal of this SDR from the Zoning Ordinance. Vehicular trip restrictions will be incorporated into the Concordia University CUP as a condition of approval.***

- ~~11. Prior to approval of subsequent tentative tract maps and conditional use permits, each applicant shall demonstrate that the following design features for that area designated for single family detached residential uses have been incorporated:~~

- ~~a. Small clusters of homes shall be sited to reflect the natural topography, avoid excessive massing, and protect the cultural resources and hillside slopes.~~
- ~~b. The private drives serving the clusters of single family homes shall be curvilinear, following the natural contours. Grades shall vary to create elevation offsets from side to side between housing pads wherever feasible.~~
- ~~c. Grading of prominent slopes shall be contoured and shall incorporate horizontal and vertical variations.~~
- ~~d. Floor plans with varied elevations shall be provided, including homes with single story, two-story and split-level designs as required to absorb grade.~~
- ~~e. Setbacks shall be varied, with some homes being located toward the rear of lots, and with others closer to streets. This will create an opportunity for front courts and rear walkout decks mixed with conventional rear yards with wall and fencing techniques designed to create a varied edge at slope tops.~~
- ~~f. Side setbacks and lot widths shall be varied to create varied spacing between homes.~~

- ~~g. Finish grades for some homes shall vary from above to below adjacent street grades and shall absorb natural elevation differences within split-level housing types wherever appropriate.~~
- ~~h. Side property lines shall be offset to avoid linear arrangement of homes between clusters and across streets.~~
- ~~i. Roof framing shall combine a variety of construction techniques using different pitches and forms such as hips, gables, and slopes.~~
- ~~j. Rear building elevations shall incorporate design features consistent with front building elevations.~~
- ~~k. Elevation drawings for the low density uses shall demonstrate the placement of residential uses in a manner that will permit views into and over the project. Also, buildings shall be placed at angles to the roadway to allow streetscape diversity.~~

***DELETE/SATISFIED – This SDR has been satisfied as both Concordia East and West are constructed.***

- ~~1042. Any future conditional use permit/master plan for Concordia East residential (former Hillcrest Vista) shall include provision for fencing which prohibits access to the open space area along Ridgeline Drive.~~

***REVISE/RETAIN – This SDR remains applicable to the Concordia East residential community and has been revised to reflect the current name of the residential community.***

- ~~443. Prior to the issuance of building permits for residential uses, each applicant shall demonstrate that all rooftop mechanical and electrical equipment is screened from upper elevation vantage points or integrated into the building design, and that all plumbing vents and ducts are grouped together in order to minimize roof penetration.~~

***RETAIN/ NO REVISIONS – This SDR remains applicable to Concordia University and the Concordia East and Concordia West residential communities.***

- ~~844. A landscape treatment shall be required for those facing either adjacent Enclave I (Vistas), Ridgeline Drive or Turtle Rock Drive which incorporates plant materials at the top of slopes at the intersection of rear and side property lines of heights sufficient to provide a visual break to continuous lot elevations.~~

***RETAIN/NO REVISIONS – This SDR remains applicable to the Concordia East and Concordia West residential communities.***

- ~~545. Where feasible (i.e., where reclaimed water line hookups are available), all landscaped common areas shall use reclaimed water when permanent irrigation is required and the supply of recycled water is adequate.~~

***RETAIN SDR/NO REVISIONS – This SDR remains applicable to Concordia University, and the Concordia East and Concordia West residential communities.***

- ~~16. The 18.7 gross acres at the west edge of the campus (Chapel Hill Vista) shall be developed with no more than 69 single family detached homes. Chapel Hill Vista will include an on-site pool and neighborhood recreation area provided by the developer for the use of future Chapel Hill Vista homeowners.~~

***DELETE/SATISFIED – The 69 existing dwelling units of Concordia West are covered by the PA 21 residential cap of 3,923 units (i.e., residential units in Turtle Rock are built-out).***

- ~~17. No building permits will be issued for the Chapel Hill Vista property until a minimum of six additional soils borings are provided to the City of Irvine as outlined in the Law Environmental hydrogeologic evaluation dated January 24, 1992, as provided for in the Uniform Building Code.~~

***DELETE/SATISFIED – Building permits were issued and the Concordia West residential units have been constructed.***



~~1148.~~ All homes built within Concordia West (former Chapel Hill Vista) will contain roof gutters, and said gutters will be connected to nonerosive devices as provided for in the Law Environmental report.

**REVISE/RETAIN – This SDR remains applicable to the Concordia West residential community and has been revised to reflect the current name of the residential community.**

~~19.~~ The 28 gross acres at the east edge of the campus (Hillcrest Vista) shall be developed with no more than 85 single family detached homes. Hillcrest Vista will include an on-site pool and recreation area provided by the developer for the use of future Hillcrest Vista homeowners.

**DELETE/SATISFIED – The 82 existing dwelling units of Concordia East are covered by the PA 21 residential cap of 3,923 units (i.e., residential units in Turtle Rock are built-out).**

~~20.~~ In conjunction with submittal of any tentative tract map covering Chapel Hill Vista, Christ College Irvine campus build-out, and/or Hillcrest Vista, the applicant shall submit a traffic analysis, in accordance with a City approved scope of work, addressing specifically, but not limited to, the intersections of University Drive and Ridgeline Drive, and Ridgeline Drive and Concordia. Based upon the study, additional mitigation measures may be placed on the map.

**DELETE/ REPLACE WITH PROJECT CONDITION OF APPROVAL – Requirements related to subsequent traffic studies will be incorporated into the Concordia University CUP as a condition of approval.**

~~21.~~ Existing and future campus housing shall only be used in accordance with the City's institutional zoning regulations (section 3 37 37). The final 80 student residential units of campus build-out, proposed for location adjacent to the baseball field, shall not be built prior to May 1, 2002. The parking lot associated with the residence hall may be constructed earlier to meet the parking requirements for athletic and other special events.

**DELETE/REPLACE WITH PROJECT CONDITION OF APPROVAL– Proposed Concordia University Zone Change 00629029-PZC involves removal of this SDR from the Zoning Ordinance and incorporation of this requirement into the Concordia University CUP as a condition of approval. Most of the requirements in this SDR are no longer applicable for the following reasons: (1) the residence hall in the southwest portion as shown on the existing Campus Master Plan (refer to Exhibit 4-3) is no longer proposed; (2) the timing restriction for development of the residential uses (May 2002) has passed; and (3) the parking lot in this area has already been constructed (Parking Lot A). However, a draft condition of approval has been developed to clarify that the dormitory units are not intended for long-term faculty housing or rental housing for non-university persons. The on campus housing is for University-affiliated individuals only. It should also be noted that changes in use are subject to a modification to the “private school” conditional use permit.**

~~622.~~ Acceptance and maintenance of all surface and subdrainage facilities for the Concordia West (former Chapel Hill Vista), Concordia East (former Hillcrest Vista) and Concordia University (former Christ College) campus, including the on-site perimeter drainage facilities for Concordia West Chapel Hill Vista, as described in the Law Environmental hydrogeologic evaluation dated January 24, 1992, shall be the responsibility of the landowner and/or homeowners association. No future dedication of these facilities will be accepted by the City of Irvine.

**REVISE/RETAIN – This SDR remains applicable to Concordia University and the Concordia West and Concordia East residential communities, and has been revised for clarification and to update the names of the adjacent residential communities and the University.**

~~923.~~ In conjunction with submittal of any discretionary development application tentative tract map covering Concordia West (former Chapel Hill Vista), Concordia University (Christ College Irvine) campus build-out, and/or Concordia East (former Hillcrest Vista), the applicant shall submit an adequate hydrology study of the area covered by the map development application. The study shall substantiate the downstream drainage facilities to determine the adequacy and ownership to handle the proposed increase in runoff anticipated by such development.

**REVISE/RETAIN – This SDR remains applicable to the Concordia West and Concordia East residential communities, and has been revised for clarification and to update the names of the adjacent residential communities. This SDR is no longer applicable to Concordia University because, in compliance with this SDR, a drainage study has been provided for the proposed Campus Master Build-Out Plan through the preparation of a preliminary Water Quality Management Plan, which addresses pre- and post-development drainage conditions on campus. The requirements for evaluation of drainage conditions associated with future development on campus is now addressed through adherence to applicable regulatory requirements, including the City of Irvine Standard Conditions, and preparation of final WQMPs for each project (as discussed in Section 5.8, Hydrology and Water Quality, of the Draft EIR).**

724. a. In conjunction with submittal of swimming pool or spa plans, the applicant shall submit a soil report prepared and signed by a licensed civil and/or geotechnical engineer. The report shall include, but not be limited to, the following information:
- (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.
- b. Exception: The City Building Official may waive the requirement for submission of a soil report if the following conditions are met:
- (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.

**RETAIN/NO REVISIONS – This SDR remains applicable to Concordia University and the Concordia East and Concordia West residential communities.**

- ~~25. Open pedestrian access shall be maintained between the Vistas development and Concordia University (Christ College Irvine). The precise location of the connection shall be determined in conjunction with the approval of the tentative tract map for the Chapel Hill Vista site.~~

**DELETE/REPLACE WITH PROJECT CONDITION OF APPROVAL – The requirements outlined in this SDR remain applicable to Concordia University. However, proposed Concordia University Zone Change 00629029-PZC involves removal of this SDR from the Zoning Ordinance and incorporation of this requirement into the Concordia University CUP modification as a condition of approval.**

(Code 1976, § V.E-821.6; Ord. No. 92-3, 4-14-92; Ord. No. 92-4, § 3, 4-28-92; Ord. No. 94-7, § 3, 6-14-94; Ord. No. 95-4, 5-9-95; Ord. No. 95-22, § 3, 11-28-95; Ord. No. 09-02, § 3, 3-24-09)

Concordia University Zone Change 00629029-PZC

CHAPTER 9-21. - PLANNING AREA 21 (TURTLE ROCK)

Sec. 9-21-1. - Land use zoning map.

(See Planning Area 21 map following section 9-21-5.)

(Code 1976, § V.E-821.1; Ord. No. 92-3, 4-14-92; Ord. No. 92-4, § 3, 4-28-92; Ord. No. 94-7, § 3, 6-14-94; Ord. No. 95-4, 5-9-95; Ord. No. 95-22, § 3, 11-28-95; Ord. No. 97-05, 5-13-97)

Sec. 9-21-2. - Introduction.

Planning Area 21, Turtle Rock, is located in the southern area of the City. Boundaries include University Drive and Culver Drive to the west, University Drive and Ridgeline Drive to the north, Planning Area 22 to the east and Bonita Canyon Road to the south.

(Code 1976, § V.E-821.2; Ord. No. 92-3, 4-14-92; Ord. No. 92-4, § 3, 4-28-92; Ord. No. 94-7, § 3, 6-14-94; Ord. No. 95-4, 5-9-95; Ord. No. 95-22, § 3, 11-28-95)

Sec. 9-21-3. - Statistical analysis.

			Building Intensity Standard			
General Plan Category	Zoning Number	Zoning District	Maximum Regulatory Dwelling Units	Additive Dwelling Units <sup>2</sup>	Maximum Regulatory Square Feet	Additive Square Feet <sup>2</sup>
Conservation and Open Space:						
Recreation	1.5	Recreation	0	0	0	0
Water Bodies	1.6	Water Bodies	0	0	0	0
Residential:						
Low Density	2.2	Low Density	3,080	0	0	0
Low Density	2.3	Medium Density	44	0	0	0

Medium Density	2.3	Medium Density	77	0	0	0
Medium-High Density	2.3	Medium Density	252	0	0	0
Medium-High Density	2.4	Medium-High Density	470	0	0	0
Institutional:						
Educational Facilities	6.1	Institutional	0	0	227,941	0
Educational Facilities	6.1	Institutional	330	0	310,980	10,240
Public Facilities	2.3	Medium Density	0	0	30,000	0
Unallocated Dwelling Units <sup>1</sup>	n/a	n/a	0	0	0	0
PLANNING AREA TOTAL			4,253	0	568,921	10,240

Unallocated dwelling units represent those units remaining in a Planning Area that may be built anywhere in the same Planning Area. These units are within the maximum development intensity for the Planning Area; and, therefore placement of Unallocated dwelling units into any residential category within the planning area for purposes of development is determined to be consistent with the General Plan and Zoning Code with regard to intensity allocation only, provided that placement is otherwise consistent with site specific zoning regulations and that any potential environmental impacts are adequately addressed, including traffic impacts, pursuant to CEQA.

See Section 9-0-3.C. Building Intensity Standards.

(Code 1976, § V.E-821.3; Ord. No. 92-3, 4-14-92; Ord. No. 92-4, § 3, 4-28-92; Ord. No. 94-7, § 3, 6-14-94; Ord. No. 95-4, 5-9-95; Ord. No. 95-22, § 3, 11-28-95; Ord. No. 10-04, § 3, 4-13-10; Ord. No. 12-09, § 3(Exh. A), 5-22-12)

Sec. 9-21-4. - Land use regulations.

See section 3-3-1 (Land use matrix).

(Code 1976, § V.E-821.4; Ord. No. 92-3, 4-14-92; Ord. No. 92-4, § 3, 4-28-92; Ord. No. 94-7, § 3, 6-14-94; Ord. No. 95-4, 5-9-95; Ord. No. 95-22, § 3, 11-28-95)

Sec. 9-21-5. - Development standards.

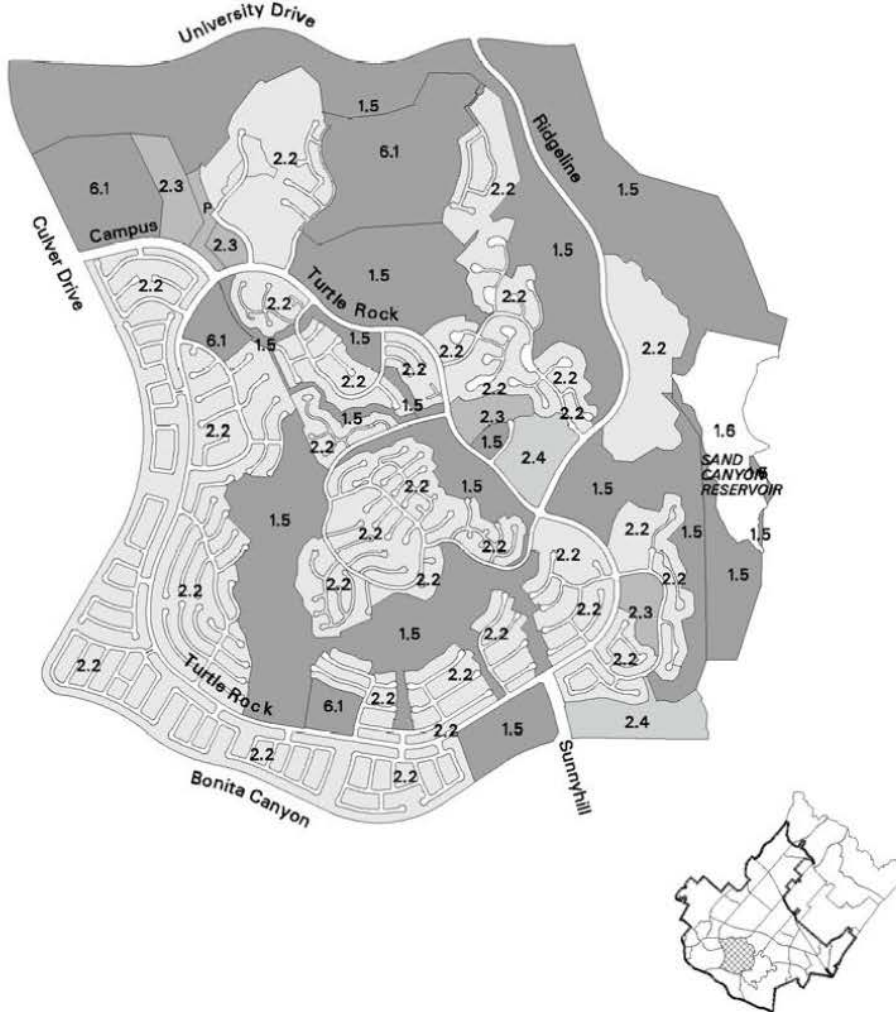
See chapter 3-37 (Development Standards).

(Code 1976, § V.E-821.5; Ord. No. 92-3, 4-14-92; Ord. No. 92-4, § 3, 4-28-92; Ord. No. 94-7, § 3, 6-14-94; Ord. No. 95-4, 5-9-95; Ord. No. 95-22, § 3, 11-28-95)



# ZONING ORDINANCE MAP PLANNING AREA 21

TURTLE ROCK



P = Park

ZONE #	ZONING DISTRICT	ZONE #	ZONING DISTRICT
1.5	Recreation	2.3	Medium-Density Residential
1.6	Water Bodies	2.4	Medium-High Density Residential
2.2	Low-Density Residential	6.1	Institutional

Planning Area 21, Turtle Rock

Sec. 9-21-6. - Reserved.

Sec. 9-21-7. - Special development requirements.

A. General.

1. See division 3 for applicable general development requirements.
2. All development within this planning area shall be in accordance with the Hillside Overlay District and any other hillside regulations in effect at the time of tentative map approval.
3. Prior to the issuance of building permits for 4,000 total dwelling units in this planning area, the City Council shall determine whether a fourth permanent access is needed after reviewing the recommendation of the Director of Public Works. The Director of Public Works shall base the recommendation on annual analysis of the existing and projected traffic conditions.
4. All areas designated for residential use may be developed at a lower density than that indicated without requiring a zone change.

B. Special development requirements: Concordia University (former Christ College Irvine) General Plan Amendment 4237-GA/Zone Change 5232-ZC and Campus Build-Out Plan 00612052-PCPU/Zone Change 00629029-PZC.

Concordia East & West Residential and Concordia University:

1. The open space areas around the edges of the project as depicted on Drawing 1, Constraints Summary Map (EIR 4237-GA, Appendix K: Graphics Appendix) shall be defined as lettered lots in any tentative and final maps, other than maps for financing and conveyance only. The lettered lots shall be restricted as follows:
  - a. With the exception of the Keck Astronomy Center (approximately 500 square feet), no development of any type shall be permitted.
  - b. With the exception of the Keck Astronomy Center (approximately 500 square feet), no grading within the open space area except remedial grading as permitted by staff on a case-by-case basis in the specific remedial areas shown in Drawing 15 (Appendix K of the EIR), Concordia East residential (former Hillcrest Vista) Conceptual Grading Plan.
  - c. The open space area separating the Concordia West residential (former Chapel Hill Vista) development from the existing Vista homes shall be planted as a landscape buffer in accordance with Drawing 11, Conceptual Landscape Plan for Chapel Hill Vista (Appendix K).
  - d. These restrictions shall not preclude implementation of any fuel modification requirements placed upon the project by the Orange County Fire Authority, if such requirements do not interfere with the primary purpose of either the landscape buffer, or open space corridor, as determined by the Director of Community Development.
  - e. Provide for a minimum 70-foot unfenced open space corridor between French Hill and Mason Regional Park.
2. Prior to issuance of grading permits, the applicant shall submit for review and comment, to OC Parks, precise grading plans and sections relative to any infringement within park boundaries, and precise plans for drainage entering or affecting Mason Regional Park.
3. Prior to issuance of any grading permits, the applicant shall submit for review and approval by the Chief Building Official a construction traffic routing plan which 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 I-405 freeway.
4. Prior to the issuance of building permits for residential uses, each applicant shall demonstrate that all rooftop mechanical and electrical equipment is screened from upper elevation vantage points

or integrated into the building design, and that all plumbing vents and ducts are grouped together in order to minimize roof penetration.

5. Where feasible (i.e., where reclaimed water line hookups are available), all landscaped common areas shall use reclaimed water when permanent irrigation is required and the supply of recycled water is adequate.
6. Acceptance and maintenance of all surface and subdrainage facilities for the Concordia West (former Chapel Hill Vista), Concordia East (former Hillcrest Vista) and Concordia University (former Christ College) campus, including the on-site perimeter drainage facilities for Concordia West, as described in the Law Environmental hydrogeologic evaluation dated January 24, 1992, shall be the responsibility of the landowner and/or homeowners association. No future dedication of these facilities will be accepted by the City of Irvine.
7. a. In conjunction with submittal of swimming pool or spa plans, the applicant shall submit a soil report prepared and signed by a licensed civil and/or geotechnical engineer. The report shall include, but not be limited to, the following information:
  - (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.
- b. Exception: The City Building Official may waive the requirement for submission of a soil report if the following conditions are met:
  - (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.

Concordia East and West Residential:

8. A landscape treatment shall be required for those facing either adjacent Enclave I (Vistas), Ridgeline Drive or Turtle Rock Drive which incorporates plant materials at the top of slopes at the intersection of rear and side property lines of heights sufficient to provide a visual break to continuous lot elevations.
9. In conjunction with submittal of any discretionary development application covering Concordia West (former Chapel Hill Vista), and/or Concordia East (former Hillcrest Vista), the applicant shall submit an adequate hydrology study of the area covered by the development application. The study shall substantiate the downstream drainage facilities to determine the adequacy and ownership to handle the proposed increase in runoff anticipated by such development.

Concordia East Residential:

10. Any future conditional use permit/master plan for Concordia East residential (former Hillcrest Vista) shall include provision for fencing which prohibits access to the open space area along Ridgeline Drive.

Concordia West Residential:

11. All homes built within Concordia West (former Chapel Hill Vista) will contain roof gutters, and said gutters will be connected to nonerosive devices as provided for in the Law Environmental report.

(Code 1976, § V.E-821.6; Ord. No. 92-3, 4-14-92; Ord. No. 92-4, § 3, 4-28-92; Ord. No. 94-7, § 3, 6-14-94; Ord. No. 95-4, 5-9-95; Ord. No. 95-22, § 3, 11-28-95; Ord. No. 09-02, § 3, 3-24-09)



**DRAFT CONDITIONS OF APPROVAL  
REPLACING SPECIAL DEVELOPMENT REQUIREMENTS (SDRs)  
FOR CONCORDIA UNIVERSITY**

Following are the draft Conditions of Approval (COAs) that would be imposed should the proposed CUP Modification and Zone Change for Concordia University be approved. These COAs are subject to revision through the public review and public hearing processes.

**Proposed COA 2.32 on PC Resolution 17-3598 to Replace SDR 5:**

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.

**Proposed COA 6.21 on PC Resolution 17-3598 to Replace SDRs 10 and 20:**

***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:

Daily Trip Cap = 17.12 trips x existing institutional square footage/1,000 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.

### **Proposed COA 6.22 on PC Resolution 17-3598 to Replace SDR 21:**

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.

**Proposed COA 6.23 to Replace SDR 25:**

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.

## ITEM NO. 3.2

# DRAFT ENVIRONMENTAL IMPACT REPORT

ATTACHMENT 6 IS AVAILABLE VIA THE  
FOLLOWING LINKS AND ONLINE AT  
[CITYOFIRVINE.ORG/CONCORDIA](http://CITYOFIRVINE.ORG/CONCORDIA):

[Draft Environmental Impact Report](#)

[Appendix A: NOP/IS & NOP Comments](#)

[Appendix B: Draft Zoning Ordinance Text Changes  
\(Revised SDRs\) and Conditions of  
Approval](#)

[Appendix C: Architectural Styles & Lighting Analysis](#)

[Appendix D: Air Quality & Greenhouse Gas Modeling](#)

[Appendix E: Biological Resources Report](#)

[Appendix F: Geotechnical Report](#)

[Appendix G: Hazards Report](#)

[Appendix H: Primary Water Quality Management Plan](#)

[Appendix I: Noise Data](#)

[Appendix J: Traffic Study](#)

[Appendix K: Parking Study](#)

[Appendix L: Conceptual Grading Exhibits](#)

ATTACHMENT 6

ITEM NO. 3.2

FINAL ENVIRONMENTAL IMPACT  
REPORT WITH RESPONSE TO  
COMMENTS

ATTACHMENT 7 IS AVAILABLE VIA  
THE FOLLOWING LINK AND  
AVAILABLE AT  
[CITYOFIRVINE.ORG/CONCORDIA:](http://CITYOFIRVINE.ORG/CONCORDIA:)

[Final Environmental Impact Report](#)

ITEM NO. 3.2

ERRATA FOR PLANNING  
COMMISSION ON MARCH 16, 2017

ATTACHMENT 8 IS AVAILABLE VIA  
THE FOLLOWING LINK:

[Errata Memo](#)

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.



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.

**Condition 6.21**

**VEHICLE TRIP CAP AND MONITORING**  
(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, 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 16<sup>th</sup> day of March 2017, by the following roll call vote:


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


NOES: 0 COMMISSIONERS:

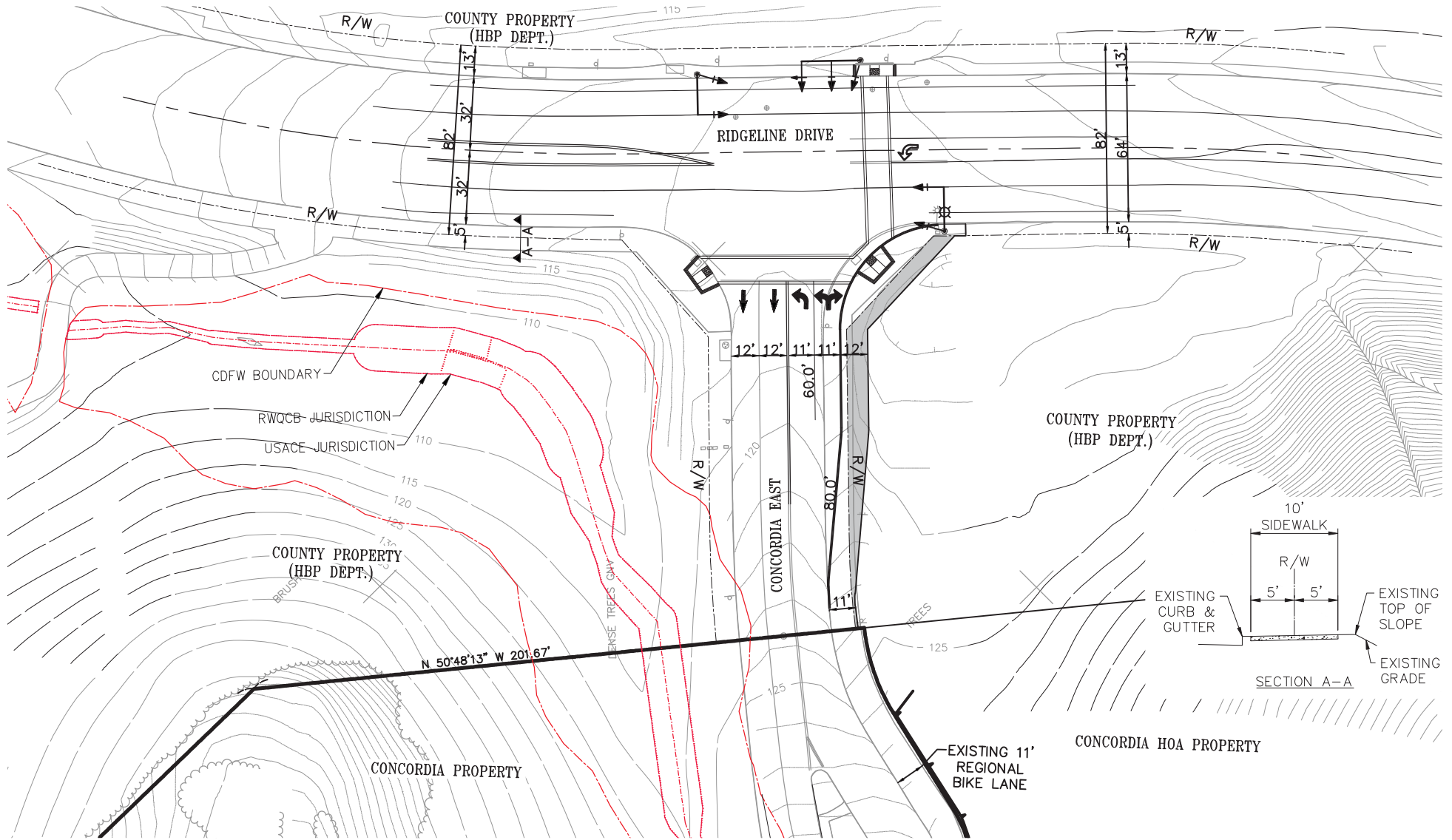
ABSENT: 0 COMMISSIONERS:

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



ITEM NO. 3.2

TRAFFIC STUDY

ATTACHMENT 11 IS AVAILABLE VIA  
THE FOLLOWING LINK AND ONLINE  
AT [CITYOFIRVINE.ORG/CONCORDIA](https://CITYOFIRVINE.ORG/CONCORDIA):

[Traffic Study](#)

Uyenly Bui **Project Status Fact Sheet**  
**University-Ridgeline Intersection Improvements, CIP 311504**

3/1/17

**Scope of Work:**

- Add third eastbound through lane on University Drive and second right turn lane on northbound Ridgeline Drive
- Widen eastbound University curb lane to 19 feet wide to accommodate a de-facto right turn lane at the intersection
- Extend westbound dual left turn pocket on University an additional 40 feet

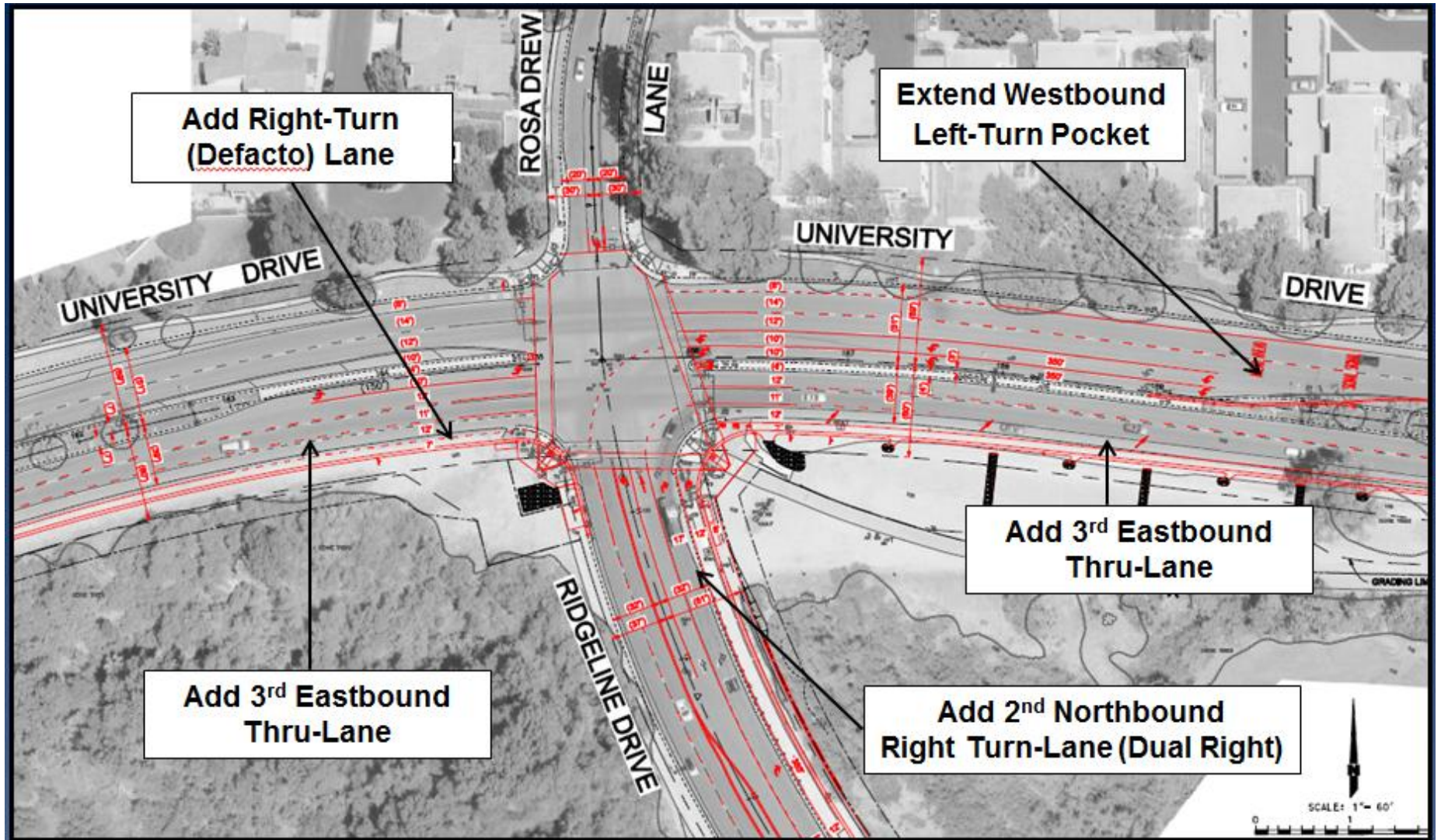
**Status:**

- Send RFP for final design – March 2017
- Grant deadline to award design contract – June 30, 2017
- Completed budget transfer of additional \$210,000 of M2-ICE funds into CIP for design
- Award final design contract – April 2017
- Design kickoff meeting – May 2017
- Anticipate design completion – May 2018

**CIP Budget as of 3-1-2017**

Fiscal Year 2017		City of Irvine - Capital Improvement I PROJECT REVENUE AND APPROPRIATIONS As of 03/01/2017					
FUND 250		Budget	MTD Actual	YTD Actual	ITD Actual	Encumbrance	Balance
Object	Description						
Job #	311504 UNI/RIDGELINE INTERSECT IMP		FUND 250		Project Cont:	UYENLY BUI	
6972	M2-ICE PROGRAM	512,163.00	0.00	2,763.20	161,326.84	0.00	350,836.16
7111	TRANS IN GAS TAX	340,142.00	0.00	6,130.27	6,130.27	0.00	334,011.73
7118	TRANS IN-SDC	192,695.00	0.00	0.00	67,955.84	0.00	124,739.16
	TOTAL	1,045,000.00	0.00	8,893.47	235,412.95	0.00	809,587.05
5010	BENEFITS	66,050.00	0.00	2,109.70	8,086.53	0.00	57,963.47
5809	RIGHT OF WAY ADM	44,000.00	0.00	0.00	0.00	0.00	44,000.00
5810	ROW/LAND ACQ	61,000.00	0.00	0.00	0.00	0.00	61,000.00
5812	ROW/TCE	50,000.00	0.00	0.00	0.00	0.00	50,000.00
5815	PRELIM ENGIN	224,950.00	0.00	3,657.21	211,395.00	0.00	13,555.00
5816	PRE DESIGN ADMIN	14,700.00	0.00	-2.75	10,986.74	0.00	3,713.26
5820	FINAL DESIGN ENG	517,800.00	0.00	0.00	300.00	0.00	517,500.00
5830	FINAL DESIGN ADM	60,500.00	0.00	2,376.80	2,376.80	0.00	58,123.20
5860	CONSTRUCTION ADI	0.00	0.00	39.14	39.14	0.00	-39.14
5920	OTHER PROJ ADMIN	6,000.00	0.00	1,167.09	2,682.46	0.00	3,317.54
	TOTAL	1,045,000.00	0.00	9,347.19	235,866.67	0.00	809,133.33







# REQUEST FOR PLANNING COMMISSION ACTION

**MEETING DATE:** MARCH 16, 2017

**TITLE:** MODIFICATION TO CONDITIONAL USE PERMIT FOR CONCORDIA UNIVERSITY CAMPUS BUILD-OUT PLAN AT 1530 CONCORDIA WEST, PLANNING AREA 21 (TURTLE ROCK) AND ZONE CHANGE TO REVISE SPECIAL DEVELOPMENT REQUIREMENTS IN ZONING ORDINANCE SECTION 9-21-7

  
Director of Community Development

## RECOMMENDED ACTION

1. Open public hearing; receive public input; Commission comments and questions.
2. Close public hearing.
3. Adopt RESOLUTION NO. 17-3596 – A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF IRVINE, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL CERTIFY THE ENVIRONMENTAL IMPACT REPORT (SCH NO. 2015091023, 00618828-PCLE) AND ADOPT A MITIGATION MONITORING AND REPORTING PROGRAM AND ENVIRONMENTAL FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR CONDITIONAL USE PERMIT MODIFICATION 00612052-PCPU FOR CONCORDIA UNIVERSITY CAMPUS MASTER BUILD-OUT PLAN AND ZONE CHANGE 00629029-PZC TO REVISE ZONING ORDINANCE SECTION 9-21-7.B, SPECIAL DEVELOPMENT REQUIREMENTS; LOCATED AT 1530 CONCORDIA WEST IN PLANNING AREA 21 (TURTLE ROCK); FILED BY CONCORDIA UNIVERSITY
4. Adopt RESOLUTION NO. 17-3597 – A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF IRVINE, CALIFORNIA, RECOMMENDING CITY COUNCIL APPROVAL OF 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
5. Adopt 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

## **EXECUTIVE SUMMARY**

Concordia University, a four-year private university operated by Lutheran Church-Missouri Synod, requests approval of a Conditional Use Permit (CUP) modification (00612052-PCPU) to revise its previously approved campus master build-out plan. The campus at 1530 Concordia West in Planning Area 21, Turtle Rock, is approximately 72.8-acres and generally located south of University Drive, west of Ridgeline Drive, north of Turtle Rock Drive, and east of the Culver Drive (PC Attachment 1). Uses adjacent to the project site include Mason Regional Park to the north, Concordia East residential (82 single-family detached homes) to the east, French Hill open space to the south, and Concordia West residential (69 single-family detached homes) to the west. Access to the campus is provided via two 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.

The existing campus is comprised of 16 institutional buildings totaling approximately 243,571 square feet and 256 dormitory units with 1,024 beds. The proposed project updates the previously approved campus master build-out plan, while maintaining the previously approved 321,220 square foot cap of institutional buildings and 330 dormitory units. According to the applicant, the project would renovate or replace outdated buildings with state-of-the art educational facilities to enrich the academic, athletic and social environment for the university and larger community. Refer to PC Attachment 2 for further details.

Additionally, Concordia University is requesting a Zone Change to revise the Special Development Requirements (SDRs) in Zoning Ordinance Section 9-21-7. The SDRs were adopted in 1992 with a General Plan Amendment/Zone Change that allowed residential subdivisions on the westerly and easterly portions of the former Christ College campus. Since many of these requirements have been previously satisfied, the SDRs will be updated to reflect current circumstances and specific conditions of approval related to the proposed project. No change in the Zoning District designation of 6.1, Institutional is proposed.

Staff reviewed the proposed CUP modification and Zone Change applications and determined that they comply with all applicable requirements of the Irvine General Plan and Zoning Ordinance, including the San Joaquin Hills Hillside Overlay District.

Lastly, a Draft Environmental Impact Report (Draft EIR) was prepared to address the general environmental setting of the proposed project, its significant environmental impacts, and mitigation measures that reduce the project's environmental impacts below a level of significance in accordance with California Environmental Quality Act (CEQA). The Draft EIR concluded that with the incorporation of the Project Design Features, Plans, Policies and Programs, and project-specific Mitigation Measures, the implementation of the proposed modification to the Campus Master Build-Out Plan would not result in any significant unavoidable impacts. The Draft EIR was released on

August 1, 2016, commencing a 45-day review period, which ended on September 14, 2016. Public comments on the Draft EIR and City response to these comments are provided in PC Attachment 3.

Staff recommends the Planning Commission recommend City Council certification of the Final EIR and approval of this Zone Change. Staff also recommends approval of the CUP modification contingent upon City Council approval of the Zone Change and certification of the Final EIR.

### **COMMISSION / BOARD / COMMITTEE RECOMMENDATION**

Not applicable.

### **ANALYSIS**

#### *Background*

On January 20, 1975, the Planning Commission voted 3-0-1 (Commissioners Rungaitis, Schinzinger, Boyd in favor; Commissioner Hurd absent) to approve Conditional Use Permit 74-CP-0020 for the initial 115-acre master plan for the development of the private, four-year Christ College Irvine.

On August 5, 1993, the Planning Commission approved by a 4-1-0 vote (Commissioners Bruner, Christensen, Johnson, and Peotter voted in favor; Commissioner Goldstone against) Conditional Use Permit 12273-CPU for the build-out of Concordia University to a maximum of 310,980 institutional square feet (later modified to 321,220 square feet in 2000) and 330 dormitory units on approximately 71-acres. The plans also included a child care center, swimming pool, and vehicular access gates.

Since that original 1993 campus build-out plan approval, Concordia University has received modification approvals for various incremental campus improvements and revisions, with the most recent approval in 2005 for Grimm Hall North and South (formerly Education, Business and Technology building). Refer to PC Attachment 4.

#### *Project Description*

#### ***CUP Modification to Existing Campus Build-Out Plan and Associated Zone Change to Revise Special Development Requirements***

The proposed project updates the previously approved campus build-out plan, while maintaining the maximum entitlement previously approved for the campus of 321,220 square feet of institutional buildings and 330 dormitory units. New building construction or additions total 148,880 square feet and demolitions constitute 71,231 square feet, resulting in 77,649 square feet of new buildings. The plan also relocates the fifth and

last residence hall to a more convenient centralized location, closer to classrooms and near the existing dormitory buildings and student union/cafe, further away from the adjacent Concordia West residential neighborhood.

The proposed Campus Master Build-Out Plan will be implemented in four project phases over a period of time from 2017 to 2035 as detailed below. Refer to PC Attachments 5 and 6, which both depict the most recent 2005 CUP modification approval and the proposed modification by project phase. (Note the letter designations in **bold** font reference the building legend on the color site plan and the number designations reflect the plan key on the proposed CUP modification plan, where “F” represents a “future” building in parentheses below):

- Phase 1 (2017-2019) consists of the construction of a 38,550 square foot Music, Worship and Theology building (**A/F1**) and Keck Astronomy Center (500 square feet for telescopes). 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. These improvements are discussed in more detail later in the report.
- Phase 2 (2018-2020) includes construction of a 6,730 square foot Athletic Field Restroom/Locker building with 300-seat viewing deck (**D/F10**) and Concordia University Center addition of 3,300 square feet increasing overall seating capacity for the Concordia University Center from 555 to 800 (**C/F13**).
- Phase 3 (2020-2030) consists of the demolition of five existing buildings [Administration (**H/12**), Chi Alpha Administration (**I/13**), Student Services Administration (**M/18**), Hallerberg Hall (**N/19**) and Performing Arts Annex (**O/20**)] totaling 43,760 square feet and the construction of the 49,000-square-foot Science, Nursing, and Healthcare building (**E/F3**), Grimm Student Center 8,500 square foot addition (**F/F4**), 2,800-square-foot Pool Service and Restrooms building (**H/F6**) as well as one new five-story (including a partially subterranean basement) residence hall with 74 dormitory units or 296 beds (**G/F7**). Completion of Phase 3 results in a net increase of 16,540 square feet and 74 dormitory units.
- Phase 4 (2025-2035) includes the demolition of two existing buildings [Chi Beta Administration (**J/14**) and Founders Hall (**G/11**)] 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 (**J/F2**). Completion of Phase 4 results in a net increase of 12,549 square feet.

As previously mentioned, Concordia University is also proposing a Zone Change to update the 1992 Special Development Requirements (SDRs) in Zoning Ordinance Section 9-21-7.B that were adopted when residential development was approved on the westerly and easterly portions of the former Christ College campus. Refer to PC Attachment 7, which contains the proposed text revisions along with justifications for

the changes, a “clean” copy of the proposed Zone Change text and summary of the replacement conditions of approval. The most notable revisions are for the daily trip cap and a childcare center which are described in more detail latter in the report.

The proposed plan also includes circulation improvements and traffic management strategies to improve both on-site and off-site traffic, parking and circulation. The implementation of these proposed measures are intended to alleviate vehicular circulation issues for both standard campus activities as well as Special Events. Some of these improvements include the following:

- On- and off-site Circulation Improvements, including a traffic signal at Concordia East and Ridgeline Drive, as described in more detail below under the Project Analysis section of this report;
- New and re-configured on-site surface parking lots increasing the total number of parking spaces from 1,218 to 1,436 spaces;
- A Traffic and Parking Management Plan for special events with continued implementation and refinement; and
- Various upgrades to athletic facilities and outdoor spaces, including permanent athletic field lighting.

#### *Evolution of Proposed Modification*

The proposed modification to the campus buildout plan was submitted in July 2014. The final proposed plan, as described above, represents an evolution of the plan over the past two and one-half years, as a result of on-going and extensive community participation and involvement in the planning process. Outlined below are changes that have occurred to the plan since its original submittal.

- General Plan Square Footage Increase – The initial plan proposed an increase to the overall campus buildout square footage by 15,565 square feet from 321,220 to 336,785 square feet. The current plan maintains the approved entitlement of 321,220 of institutional square feet and 330 dormitory units and updates the buildings and layout of the 2005 build-out plan.
- 3-Story Centralized Parking Structure – The initial plan proposed a partially-subterranean 545 space parking structure with an athletic practice field located on the roof top deck. Based on community input, the parking structure has been eliminated and the current proposal simply reconfigures and adds-on to existing on-site surface parking lots with a net increase of 218 spaces total for the campus.

- Sports Facilities – The initial plan relocated the softball field, basketball court and four existing tennis courts as well as adding two new tennis courts and two new sand volleyball courts by replacing an existing parking lot (Parking Lot A). The proposed plan retains the softball field and basketball court in their present locations, but still relocates four tennis courts and adds two new tennis courts on a deck above the expanded surface parking lot nearest the baseball field. To accommodate the new tennis court deck, Parking Lot A, will be expanded by 195 spaces resulting in 366 spaces total. Additionally, the two new sand volleyball courts are instead proposed to be constructed adjacent to and south of the existing gymnasium.
- Athletic Field Restroom/Locker Rooms and Viewing Platform – The initial plan proposed an athletic field restroom/locker building with adjacent spectator viewing deck with a 400 seat capacity. The current plan reduces the seating capacity of the adjacent viewing platform to 300 bleacher-style seats.
- Aquatics Center – An aquatics center with an eight-lane Olympic pool and diving well, with platforms and springboards was initially proposed. Based on community concern, the applicant modified its proposal to a non-competition five-foot deep, four-lane lap pool (73 feet x 35 feet) with an attached 3.5-foot deep kidney-shaped “recreational” pool area. The current proposal is intended for recreational swimming for students and staff only.
- Track/Soccer Field – The initial proposal upgraded the existing six-lane track into a NCAA-compliant eight-lane track. Based on community concern, the plan was modified to retain a six lane track and to only upgrade the track surfacing and retain the soccer field/shot put/discus in the middle.
- Theater – The initial proposal included an approximately 500 seat theater within the proposed Arts, Alumni and Advancement building. The current plan reduces the theater to 400 seats.
- Keck Astronomy Center – The current plans relocate the proposed astronomy equipment from the initially proposed location near the existing maintenance building to the northeasterly portion of the campus adjacent to Parking Lot E. Also, plans to relocate and expand the existing maintenance building are no longer proposed.

*Project Analysis*

*Transportation Analysis and Circulation Improvements*

The project proposes the following on-site circulation improvements to enhance traffic safety and circulation through the campus:

1. Add a left-turn lane on Concordia East at Ascension into the Concordia East residential subdivision and add a stop sign on Concordia East for outbound vehicles and retain the stop sign at Ascension. Under the proposed condition, inbound vehicles will not be subject to a stop sign (Phase 1).
2. Combine two 3-way intersections into one 4-way stop controlled intersection by realigning the Parking Lot E entrance with Dorm Road, and adding two new left-turn lanes on Concordia East for inbound vehicles turning onto Dorm Road and outbound vehicles accessing Parking Lot E (Phase 1).
3. Relocate the District Office access driveway from Concordia East to Dorm Road (Phase 1).
4. Expand the Parking Lot A access driveway by converting an existing shared outbound left/right turn lane into separate left and right turn outbound lanes to accommodate the expanded parking lot (Phase 1).
5. Eliminate head-in parking spaces along Concordia East/West roadway (Phase 3).
6. Realign and maintain publically-accessible continuous minimum 11-foot wide off-street trail through the campus extending from Turtle Rock Vistas residential development to Ridgeline Drive at all times.

Off-site circulation impacts and improvements to mitigate those impacts were identified in a traffic study (PC Attachment 8, which is also Appendix J of the Draft EIR). The traffic study assessed the proposed project's potential impacts upon intersection roadway levels of service near the campus. The study conservatively assumes Phases 1 and 2 or an addition of 48,580 institutional square feet will be constructed by 2017 and the remaining 29,069 institutional square feet and 74 dormitory units will be constructed by 2035. The study also factors in the City's approved capital improvement project (CIP) at the intersection of University Drive and Ridgeline Drive/Rosa Drew Lane Intersection Improvement Project as described below.

For reference, the intersection of University Drive and Ridgeline Drive was identified as deficient in the 2012 Citywide Circulation Phasing Analysis Report. The City's CIP at this intersection will (1) add a third eastbound through lane on University Drive from approximately 580 feet west of the intersection with Ridgeline Drive/Rosa Drew Lane,



which would merge back to two through lanes approximately 725 feet east of the intersection; (2) add a second northbound right-turn lane on Ridgeline Drive from approximately 500 feet south of the intersection; and (3) lengthen the westbound dual left-turn lanes on University Drive by approximately 40 feet. The City Council unanimously approved, with all members present, the CIP project (preliminary engineering and environmental documentation) on September 13, 2016. As of the preparation of this report, final design is anticipated from March 2017 through May 2018 followed by an approximately one year right-of-way acquisition process, and construction is anticipated to occur between July 2019 and 2021. Refer to PC Attachment 9.

The analysis concludes that project traffic on the surrounding roadway system for existing, near-term, long-term and build-out conditions can be accommodated without significant impacts with the implementation of the improvements listed below. Note items 1, 3 and 4 below are improvements associated with the CIP and require Concordia University to contribute the project's fair share towards the CIP cost. In the event the improvement is not implemented prior to the designated project phases, Concordia University shall construct the improvement or complete additional traffic analysis to demonstrate the improvement is no longer needed.

1. *Extend Westbound Left Turn Lanes on University Drive at Ridgeline Drive:* Concordia University will participate in the implementation of the approved University Drive and Ridgeline Drive/Rosa Drew Lane Intersection Improvement Project on a fair-share basis to mitigate its impact, which in this instance is 0.76 percent of the total improvement cost. Condition of Approval 3.36 of the subject CUP modification resolution requires Concordia University to pay its fair share obligation prior to the issuance of the first building permit for institutional uses in Phase 1 (i.e., Music, Worship and Theology Building).
2. *Extend Left-Turn Lane on Turtle Rock Drive at Concordia West:* Concordia University will lengthen the southbound left-turn lane at the Turtle Rock Drive/Concordia West roadway intersection by 30 feet from 110 feet to 140 feet to meet Transportation Design Procedure (TDP)-1 design criteria. Condition of Approval 4.16 of the subject CUP modification resolution requires Concordia University to complete this improvement prior to issuance of the certificate of occupancy for any institutional uses in Phase 1 (i.e., Music, Worship and Theology Building).
3. *Add Right-Turn Lane on Ridgeline at University Drive:* The City's approved University Drive and Ridgeline Drive/Rosa Drew Lane Intersection Improvement Project includes adding a northbound right-turn lane on Ridgeline Drive to create a dual right condition. If the second right-turn lane is not constructed by the City prior to the issuance of a building permit for institutional square footage in phases 3 and 4, Concordia University will install a second northbound right-turn lane at Ridgeline Drive and University Drive intersection or demonstrate in a subsequent traffic

analysis to the satisfaction of the Director of Community Development that the improvement is no longer needed. If the improvement has been or is being implemented by the City or others, Concordia University shall pay its fair share of 2.7 percent of the total improvement cost. This requirement is included as Condition 3.37 of the subject CUP modification resolution.

4. *Install Eastbound Through-Lane on University Drive between Ridgeline and Michelson:* The City's approved University Drive and Ridgeline Drive/Rosa Drew Lane Intersection Improvement Project includes adding a third through lane on University Drive from approximately 580 feet west of the intersection with Ridgeline Drive/Rosa Drew Lane, which would merge back to two through lanes approximately 725 feet east of the intersection. The traffic study findings require Concordia University to implement a third eastbound through lane on University between Ridgeline and Michelson (east of the intersection for an approximately 1,750 foot segment) prior to issuance of a building permit for institutional square footage for Phases 3 and 4 or demonstrate in a subsequent traffic analysis to the satisfaction of the Director of Community Development that the improvement is no longer needed. If the improvement has been identified or implemented as part of a short-term interim-year condition by others, Concordia University shall instead pay its fair-share contribution of 1.01 percent of the total improvement cost. This requirement is outlined in Condition 3.38 of the subject CUP modification resolution.

*Proposed Signal and Intersection Improvements at Concordia East and Ridgeline Drive*

The existing approach lane on Concordia East at Ridgeline Drive is a shared left-turn/right-turn lane approximately 15 feet wide that extends approximately 345 feet from Ridgeline Drive to the East gate. Concordia University is proposing to install a traffic signal at Ridgeline Drive/Concordia East with crosswalks across Concordia East and Ridgeline Drive, convert the Concordia East approach lane to a left-turn lane, and add a second shared left/right turn approach lane (approximately 60 feet in length) during the first phase of the project (refer to PC Attachment 10). The additional approach lane would increase storage capacity from 345 feet to approximately 405 feet between Ridgeline Drive and the East gate.

The traffic analysis demonstrated that the Ridgeline Drive/Concordia East intersection meets traffic signal warrants under existing conditions in accordance with Transportation Design Procedure (TDP) - 12 (Signal Warrants). The proposed signal at Ridgeline Drive/Concordia East is a voluntary project design feature being proposed by Concordia University to improve ingress and egress operations. Alternatively, the Planning Commission could choose that a signal is not to be installed at this location and Conditions of Approval 3.32 and 4.17 (PDF 13-2 in EIR) on PC Resolution 17-3598 would need to be omitted. Additionally, TDP-9 (Distances between Signalized Intersections) recommends a minimum spacing between signals of 400 feet for secondary streets such as Ridgeline Drive. The approximate distance between adjacent

intersections, Ridgeline Drive/University and Concordia East/Ridgeline Drive, is 560 feet, which complies with the TDP-9 criteria.

The installation of a signal at the intersection of Ridgeline Drive/Concordia East would help facilitate ingress and egress for residents of Concordia East and West neighborhoods and Concordia University traffic. Specifically, vehicles attempting to make a left-turn onto Ridgeline Drive from Concordia East currently have to yield to both northbound and southbound vehicles along Ridgeline Drive, which has a posted speed limit of 50 miles per hour. Ridgeline Drive traffic volumes, combined with the posted speed limit of the roadway, make it challenging to exit Concordia East at certain times of the day. During the morning and evening peak periods, the Concordia East approach to Ridgeline Drive operates at Level of Service (LOS) E and F, respectively. A traffic signal would separate these movements by providing separate green phases. The traffic signals at University Drive/Ridgeline Drive, including any implemented University Drive and Ridgeline Drive/Rosa Drew Lane Intersection Improvement Project improvements, and Ridgeline Drive/Concordia East would be coordinated to prevent excessive queues or gridlock. Furthermore, the traffic signals can be modified during special events to ease traffic flow along Ridgeline Drive. The traffic signal is proposed to address existing intersection delays and is included as a project design feature. The traffic study demonstrates that the signal alone would be sufficient to maintain an acceptable level of service (LOS A); however, the added shared left/right turn lane on Concordia East approaching Ridgeline Drive would further improve intersection operations. See Topical Response 4, Concordia East/Ridgeline Drive and University Drive/Ridgeline Drive Intersection Operations, of PC Attachment 3 for additional information.

#### On-Site Parking

Overall, the existing on-site parking includes 1,218 spaces located among 13 parking lots, where 1,105 spaces are required. With this modification, all parking will continue to be provided by on-campus surface parking lots through the reconfiguration and addition of parking spaces implemented during project Phases 1, 3 and 4. Most notably, Parking Lot A nearest the baseball field will be expanded in Phase 1 for construction staging purposes (158 additional spaces) and Phase 3 to accommodate the tennis court deck (37 additional spaces). Additionally in Phases 3 and 4, existing head-in parking spaces along Concordia East/West roadway (Area K) will be removed to improve circulation and new/reconfigured parking lots will be added in place of demolished buildings (12, 13 and 14 on CUP modification plans) allowing the new buildings (F2, F3 and F4) to be constructed away from the Concordia East/West roadway. A total of 1,436 spaces are proposed, which is an increase of 218 spaces over the existing number.

In accordance with Zoning Ordinance Section 4-3-2, Concordia University prepared a parking study (PC Attachment 11) and proposes to establish parking ratios based on institutional square footage and dorm beds using the highest (weekday) parking counts from April 2015 and student parking tags issued, including any freshman dorm residents, as follows:

- For dorm beds, 0.48 space per bed (based on number of resident student parking passes)
- For institutional square footage, 1 space per 421 square feet (based on a peak weekday parking demand of 1070 spaces total which is the worst-case scenario)

Based on the above parking ratios, 1,397 spaces are required at campus build-out based on peak parking demand and 1,436 parking spaces are proposed resulting in a parking surplus of 39 spaces or approximately three percent. Furthermore, the parking study determined that a surplus of 39 to 215 excess spaces will be maintained during each phase of construction.

*Special Events and Traffic and Parking Management Plan*

Since the initial submittal of the applications, Concordia East and Concordia West residents have expressed continued concern regarding the number and types of on-campus events, related traffic generation and Concordia University's management of these special events throughout the year. Special events consist of both University-affiliated and non-University events held on campus and generally include large and/or multiple events during which on-campus parking is anticipated to reach capacity and/or traffic and circulation on campus and directly off campus may be affected. Special events typically occur outside of campus weekday peak traffic periods (8 - 9 a.m. and 4:30 - 5:30 p.m.), during the weekends, or during the summer term when undergraduate students are not on campus. Additionally, special events could include non-university events, which are events held on the campus by community groups and/or outside businesses/organizations with no connection to Concordia University's educational or religious purposes.

To address resident concerns, proposed Condition of Approval 6.24 of PC Resolution 17-3598 stipulates that Concordia University shall limit non-university events on the main campus to a maximum of 25 events per academic year (August 1 through May 15) and summer term (May 16 through July 31) and submit an Events Report to the City and Concordia East and West Home Owner's Association (HOA) presidents by September 15 of each year summarizing all special events and non-university events (see also proposed Condition of Approval 6.25 of PC Resolution 17-3598). Concordia University is also required to address any non-compliance issues by meeting within 15 calendar days of reporting with the Director of Community Development and inviting Concordia East and Concordia West HOA presidents to participate in the meeting(s). Furthermore, Concordia University hired specialized staff to develop and implement a Traffic and Parking Management Plan (TPMP) to address traffic and parking management for special events. The most recent version, dated April 2016, along with a sample Event Action Plan are included as PC Attachment 12 and is also contained within Appendix L of the traffic study, which is Appendix J of the Draft EIR. Additionally, proposed Condition 6.28 of the CUP modification resolution requires additional updates to the TPMP if deemed necessary by the Director of Community Development.

Concordia University is also required to submit a copy of the most current TPMP with the annual Events Report as outlined in proposed Condition 6.25. Refer to Response to Comments Topical Response 2, On-Campus Events, of PC Attachment 3 for additional information.

*Daily Trip Cap and Monitoring*

As previously indicated, Concordia University proposes a Zone Change to update the Zoning Ordinance's Special Development Requirements. The proposed Zone Change would omit requirements that have been satisfied and update and replace SDRs with project specific CUP conditions of approval that are enforceable. No change in the Zoning District designation of 6.1, Institutional is proposed.

The current daily trip cap is contained in Zoning Ordinance Section 9-21-7.B which reads as follows:

*Special Development Requirement 10:*

*Any development applications for institutional use within the campus site shall demonstrate to the satisfaction of the Director of Community Development that the projected total average daily traffic from the site, based on the City of Irvine trip generation rates approved with General Plan Amendment 4237-GA for the campus (330 institutional housing units at four trips per unit and 1,800 full-time equivalent students at 1.21 trips per student), does not exceed 3,500 average daily trips.*

The existing 3,500 ADT cap is based on a trip generation formula that was established as a part of the project's 1992 entitlement approvals. It does not reflect actual on-road vehicle counts. Rather, with each development application submittal for Concordia University, the City determined that the 3,500 ADT cap has not been exceeded based on the 1992 trip generation rates since the campus has been, and continues to, operate within its 330 dorm rooms and 1,800 Full-Time Equivalent (FTE) student limitations.

As part of the proposed project, Concordia University conducted on-road traffic counts in October of 2014. The counts indicated a two-way volume of 4,732 trips. Based on the counts, Concordia University is proposing a new methodology for calculating the trip cap based upon a ratio of daily trips at the gate in relationship to the amount of existing institutional square footage on campus. Based on the existing institutional square footage of 243,571, a factor of 19.43 trips per 1,000 square feet was derived.

Based on the factor of 19.43 trips per 1,000 square feet of institutional square footage, the proposed the Concordia University Campus Master Build-Out Plan would produce an updated daily trip cap of 6,241 trips at full build-out.

The 2014 counts demonstrate that the campus is generally growing consistent with the 1993 CUP traffic study projections. The 1993 projections anticipated 6,000 daily trips, while the 2014 gate counts and future anticipated campus build-out square footage project a daily trip count of 6,241 trips. The proposed trip cap system accounts for the entire campus and all of its operations, including special events traffic.

Condition of Approval (COA) 6.21 of PC Resolution 17-3598 is proposed to replace the current SDR trip cap. COA 6.21 implements a trip cap system based on actual existing institutional building square footage using the trip generation rate of 19.43 trips per 1,000 square feet. The trip cap incrementally increases building-by-building as building square footage is allowed to be occupied and compliance with the trip cap is verified. For illustrative purposes only, the daily trip cap assuming successful compliance after completion of each project Phase is as follows:

- Current/existing campus: 243,571 square feet – 4,732 daily trips
- Phase 1 completion: 282,121 square feet (+38,550 SF) – 5,481 daily trips
- Phase 2 completion: 292,151 square feet (+10,030 SF) – 5,676 daily trips
- Phase 3 completion: 308,691 square feet (+16,540 SF) – 5,998 daily trips
- Phase 4 completion: 321,220 square feet (+12,529 SF) – 6,241 daily trips

Furthermore, proposed COA 6.21 requires Concordia University to conduct three successive days of October counts (Tuesday through Thursday) and one day of Spring special event counts (Friday or Saturday) and to submit two comprehensive trip monitoring reports summarizing the counts within 30 calendar days of count completion for review by the Director of Community Development and Concordia East/Concordia West HOA presidents. If the applicable daily trip cap is exceeded, all parties will meet to review actions to reduce on-campus activities and implement transportation demand management measures such as carpooling, parking limitations and the use of alternative modes of transportation, to bring the project into compliance with the trip cap. Concordia University would also be prohibited from further implementation of the campus build-out plan until compliance with the trip cap is demonstrated. Refer to Topical Response 3, Vehicle Trip Generation, of PC Attachment 3 for further information.

#### *Athletic and Recreational Facilities Improvements*

Existing outdoor athletic facilities include a track/soccer field, softball field, baseball field, batting cages, practice field, basketball court and four tennis courts. Planned new facilities include a lap/recreational pool, relocation of four existing tennis courts and addition of two new tennis courts on a deck above an expanded parking lot A and two new sand volleyball courts.

## **Athletic Field Lighting**

Concordia University's athletic programs moved up from the National Association of Intercollegiate Athletics (NAIA) to National Collegiate Athletic Association (NCAA) Division II in 2016. To qualify for NCAA Division II intercollegiate (i.e., competition) play, Concordia University is proposing to add permanent athletic field lighting to existing athletic facilities (i.e., track/soccer field, softball field and baseball field) and the two proposed sand volleyball courts. Additionally, the existing practice field and proposed tennis court deck (four out of six courts) are proposed to be lighted, but not at intercollegiate play levels. Furthermore, permanent athletic field and facility lighting will allow greater flexibility for scheduling classes to accommodate students, particularly student-athletes which comprise approximately one-third of the undergraduate student population.

The Draft EIR analyzes the worst-case scenario by assuming that all of the athletic fields/facilities would be lit at the same time using the best available technology of light emitting diode (LED) lighting fixtures and at applicable NCAA Best Lighting Practices levels, which are required during intercollegiate play (except the practice field and tennis courts). The expanded lighting study (Attachment B of the response to Draft EIR comments, PC Attachment 3) assumes there would be up to 33 poles ranging in height from 40 to 90 feet, with approximately 425 lighting fixtures, and demonstrates that the proposed athletic field lighting will meet all applicable spill and glare light criteria in the City's *Parks and Park Facilities Standards* as follows:

- Spill light is light that trespasses or spills off the intended area and illuminates adjacent property and is measured in footcandles, which is a measure of light falling onto a surface or equivalent to the illumination produced by a source of one candle at a distance of one foot. In comparison to the City's established criteria of 1.5 footcandles at the property line, the lighting study indicates that there is no horizontal or vertical spill light at Concordia University's property boundaries, adjacent and nearby residential communities, or along French Hill.
- Glare refers to the sensation we experience when looking into an excessively bright light source that causes discomfort or a reduction in the ability to see, and is commonly considered in terms of candlepower or candela. Candlepower is the luminous intensity emitting from a light source in a particular direction. The expanded lighting analysis, which takes into consideration the varying topography, indicates maximum glare is approximately 3,133 candela at the property boundary west of the baseball field. This candela measurement is less than the City's requirement of 4,000 candela for a multiple fixture pole (i.e., light bank). Refer to Topical Response 6, Athletic Field Lighting and Associated Increased Use of the Athletic Fields, on PC Attachment 3, for detailed information.

The proposed project complies with the same lighting requirements used for City athletic facilities within public and private parks. Proposed Condition of Approval 6.26 of PC Resolution 17-3598 requires Concordia University turn off the athletic field lights when a facility is not in use and by 9 p.m. daily. Additionally, proposed Condition of Approval 3.33 of PC Resolution 17-3598 requires different lighting levels for intercollegiate/competition 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).

### **Athletic Field Noise**

The Final EIR concludes that although athletic event noise levels are exempt from the City of Irvine Noise Ordinance per Municipal Code Section 6-8-205.D, with the increased spectator seating and extended hours of play allowed by the proposed installation of athletic field lighting, the average and intermittent noise levels will not exceed the exterior and interior noise standards for both institutional and residential land uses as established by the Noise Element of the General Plan. However, in terms of noise associated with the operation of existing and proposed athletic facilities to address community concerns, proposed Condition 6.27 of PC Resolution 17-3598 stipulates that Concordia University shall prohibit amplified music after 7 p.m. and announcing shall be allowed until the completion of each outdoor game/competition or until 9 p.m., whichever occurs first.

### Childcare Center

Implementation of a child care facility was considered a “community benefit” and used as justification for supporting the 1992 GPA/ZC for conversion of a portion of the campus from institutional to residential use as well as increasing the campus’ overall development intensity. In relationship to the on-site childcare center, Zoning Ordinance Section 9-21-7.B currently states the following:

#### *Special Development Requirement 5:*

*Concurrent with the submittal of tentative tract maps and prior to approval of final tract maps for the Hillcrest Vista and Chapel Hill Vista residential subdivisions, the applicant shall meet with the City Child Care Committee to ensure that the provisions of City Council Resolutions No. 90-81 and No. 87-151 outlining the City's child care goal, stated objectives and implementing actions are addressed.*

The original 1993 CUP and most recent 2005 CUP modification approvals for Concordia University identified an on-site child care center adjacent to northeasterly Parking Lot E consisting of a 5,000 – 8,000 square foot building to serve 100 children. In addition to providing childcare for students, faculty and the surrounding community (space permitting), the child care center was intended as a teaching center to aid in the training of students pursuing a course in Early Childhood Education.



Concordia University is proposing to replace SDR 5 with proposed Condition of Approval 2.32 of PC Resolution 17-3598. The condition requires Concordia University to submit application(s) and make a good faith effort to process and obtain CUP(s) for a childcare center(s) on-campus and/or off-campus such that 100 new licensed care care slots are provided within the City. Staff believes proposed COA 2.32 meets the original intent of SDR 5 while providing the applicant greater flexibility and ensuring the City ultimately derives the “community benefit” of 100 additional child care slots.

### *Public Outreach*

The public outreach for this project started in 2012, prior to the filing of applications, and has continued throughout the planning and EIR processes.

The first meeting with City involvement was on October 2, 2014, where at a regular meeting of the Planning Commission, Concordia University representatives as well as Concordia East and West residents presented general introductory information regarding the project.

On September 29, 2015, City staff held an EIR Scoping Meeting to initiate the public review and comment period from September 10, 2015 to October 9, 2015 for the Notice of Preparation/Initial Study for CEQA purposes.

In preparation for the Draft EIR release, City staff hosted two evening meetings for the Concordia East and West HOA presidents and their designated attendees at City Hall. At the first meeting on May 17, 2016, staff provided a general overview of the proposed CUP modification plans. Additionally, various Concordia University consultants and an OCFA representative discussed specialized topics including the Record of Survey, Fire Behavior Analysis Report and fuel modification design criteria, and the proposed signal and intersection improvements at Concordia East and Ridgeline Drive. At the second meeting on June 8, 2016, Concordia University representatives and consultants provided follow-up on the Record of Survey and Conceptual Fuel Modification Plans as well as a Traffic Study workshop, including a basics primer, study preview and discussion of the daily trip cap. Additionally, staff provided an update on the status of the Draft EIR.

The formal public review and comment period for the Draft EIR was from August 1, 2016 to September 14, 2016. The Notice of Availability (NOA) was mailed to all property owners/occupants/community associations within 500 feet of the project site, all Concordia East and West residential owners/occupants, and all other interested parties. The NOA was also posted at five libraries, designated public bulletin boards (including City Hall), on- and off-site (Ridgeline Dr./Concordia East and Turtle Rock Dr./Concordia West) and the City’s project webpage at [www.cityofirvine.org/concordia](http://www.cityofirvine.org/concordia). Hard copies of the Draft EIR were available at City Hall and the five libraries, including Concordia University’s library, and an electronic copy was made available on-line.

At the City's request, after comments on the Draft EIR were received/reviewed by staff/consultants, Concordia University representatives hosted additional community meetings for various neighborhoods on the Concordia University campus as summarized below. City representatives also attended these meetings.

- November 30, 2016: Turtle Rock Vista
- December 1, 2016: Turtle Rock Glen, Turtle Rock Terrace, Turtle Rock Hills
- December 5, 2016: Turtle Rock Summit Estates, Turtle Rock Pointe and Turtle Rock Ridge
- February 6, 2017: Concordia East HOA
- February 7, 2017: Concordia West HOA

Staff continues to communicate with individuals interested in the project.

The Response to Comments for the Draft EIR were mailed and/or emailed with the project webpage link to all commenters on February 21, 2017. The public hearing notice was also posted on the project webpage at this time.

As of the date of the preparation of this report, staff received a form email supporting the project from 140 individuals, two additional emails and one letter containing comments regarding the proposed project and 31 emails from individuals opposing the proposed signal improvement. PC Attachment 13 includes a sample of the form email and all individual emails for your reference. Any additional correspondence received by staff that are not included in Attachment 13 will be provided to the Planning Commissioners at the public hearing.

Public hearing notices providing information on the CUP modification and Zone Change were mailed to all property owners/occupants/community associations within 500 feet of the project site and all parties that have expressed an interest in this project for this Planning Commission hearing. Additionally, information on the public hearing notice for the project was published in the *Irvine World News* on February 23, 2017.

## **ENVIRONMENTAL REVIEW**

Pursuant to Article 7 of the California Environmental Quality Act Guidelines, an EIR (PC Attachment 14) has been prepared to address all potential significant environmental impacts of the project, examine project alternatives, and identify mitigation measures related to each significant impact. The 45-day public review period of the EIR began August 1, 2016 and ended September 14, 2016.

Based on the analysis presented in the Final EIR, with incorporation of Project Design Features (PDFs); Plans, Policies, and Programs (PPPs), including current Standard Conditions (SCs); and project-specific Mitigation Measures (MMs), implementation of the proposed Campus Master Build-Out Plan Update (Phases 1 and 2 and full build-out

of Phases 1 through 4) would not result in any significant unavoidable impacts. PC Attachment 15 contains a draft Notice of Determination.

## **ALTERNATIVES CONSIDERED**

The Planning Commission could recommend modifications to the size, location, orientation and/or design of the proposed buildings and athletic facilities, and/or prohibit or limit athletic field lighting. In addition, the Planning Commission could recommend the elimination of the off-site signal improvement, delay installation of the signal until after the City's University Drive and Ridgeline Drive/Rosa Drew Lane Intersection Improvement Project is constructed, or direct the applicant to study alternative designs or operational measures (e.g., roundabout, right-in/right-out limitation).

The Planning Commission could also recommend that the City Council deny the Zone Change to update the SDRs in Zoning Ordinance Section 9-21-7. Staff does not recommend denial of the Zone Change as staff believes the omission of SDRs that have been satisfied and updating other SDRs is reasonable. More importantly, the conversion of Concordia University-related SDRs to project CUP conditions of approval that address long standing concerns such as daily trip counts/traffic and special events are beneficial to the surrounding community. Proposed COA 6.21 (Vehicle Trip Cap and Monitoring), COA 6.24 (Non-University Events Limit and Reporting) and COA 6.25 (Special Events Reporting) require monitoring, reporting, and corrective measures in the event of non-compliance which were not previously required under the existing SDRs. Additionally, with respect to COA 6.21, Vehicle Trip Cap and Monitoring, the Planning Commission could require a reduction in the proposed full campus build-out trip cap of 6,241 daily trips, resulting in a reduction of the 19.43 trips per 1,000 institutional square foot trip generation rate. The adjusted campus trip cap would reduce the allowable trip generation for existing, future, and build-out conditions, but still retain the incremental compliance-based component of the proposed trip cap methodology.

## **FINANCIAL IMPACT**

Concordia University will be responsible for all costs associated with the development, operation, and on-going vehicle trip and special event reporting responsibilities.

**REPORT PREPARED BY:** Melissa Chao, Senior Planner

**REPORT REVIEWED BY:** Tim Gehrich, Deputy Director  
Stephen Higa, Principal Planner

## **ATTACHMENTS**

PC Attachment 1: Vicinity Map  
PC Attachment 2: Information Sheet

- PC Attachment 3: Final EIR with Response to Comments
- PC Attachment 4: Entitlement Records Summary
- PC Attachment 5: Color Site Plan
- PC Attachment 6: CUP Modification Plan
- PC Attachment 7: Proposed Zone Change Text (strikeout with justification and clean) and Replacement Conditions of Approval
- PC Attachment 8: Traffic Study
- PC Attachment 9: University and Ridgeline/Rosa Drew Intersection Improvement CIP Fact Sheet
- PC Attachment 10: Proposed Ridgeline/Concordia East Intersection Improvements
- PC Attachment 11: Parking Study
- PC Attachment 12: Traffic and Parking Management Plan and Event Action Plan
- PC Attachment 13: Emails
- PC Attachment 14: Draft Environmental Impact Report
- PC Attachment 15: Draft Notice of Determination
- PC Attachment 16: Planning Commission Resolution No. 17-3596 Recommending City Council Approval of EIR (SCH NO. 2015091023, 00618828-PCLE)
- PC Attachment 17: Planning Commission Resolution No. 17-3597 Recommending City Council Approval of Zone Change 00629029-PZC
- PC Attachment 18: Planning Commission Resolution No. 17-3598 Approving CUP Modification 00612052-PCPU Contingent upon Zone Change Approval

- ec: Ronald Van Blarcom, Concordia University ([Ronald.VanBlarcom@cui.edu](mailto:Ronald.VanBlarcom@cui.edu))  
Lesley Harper, Concordia University ([lesley.harper@cui.edu](mailto:lesley.harper@cui.edu))  
Tim Odle, Concordia University ([tim.odle@cui.edu](mailto:tim.odle@cui.edu))  
Tom Sonoff, Concordia University ([tom.sonoff@cui.edu](mailto:tom.sonoff@cui.edu))  
Coralee Newman, Government Solutions ([cora@govsol.com](mailto:cora@govsol.com))  
Adrian Fonseca, Optimum Property Management ([afonseca@optimumpm.com](mailto:afonseca@optimumpm.com))  
Lana Feldman, Concordia East HOA president ([ljfeldmanlaw@msn.com](mailto:ljfeldmanlaw@msn.com))  
Aaron Ehrlich, Berding & Weill LLP ([Aehrich@berdingweil.com](mailto:Aehrich@berdingweil.com))  
Marie Whitehouse, Laguna Shores Management ([mwhitehouse@lagunashores.com](mailto:mwhitehouse@lagunashores.com))  
Stewart A Sutton, Concordia West HOA president ([stewsutton@gmail.com](mailto:stewsutton@gmail.com))  
Christina Thomas, Concordia West HOA board member ([cristinabthomas@gmail.com](mailto:cristinabthomas@gmail.com))  
Jeanne Baran Concordia West resident ([jtbaran999@gmail.com](mailto:jtbaran999@gmail.com))  
Greg McKeown, OCFA Fire Division Chief ([gregmckeown@ocfa.org](mailto:gregmckeown@ocfa.org))  
Tim Kerbrat, OCFA Deputy Fire Marshal ([timothykerbrat@ocfa.org](mailto:timothykerbrat@ocfa.org))  
Nick Pivaroff, OCFA Assistant Fire Marshal – Community Wildfire Mitigation ([NickPivaroff@ocfa.org](mailto:NickPivaroff@ocfa.org))  
Tina Anderson, BonTerra Psomas ([tina.andersen@psomas.com](mailto:tina.andersen@psomas.com))  
Chad Beckstrom, ICF International ([Chad.Beckstrom@icfi.com](mailto:Chad.Beckstrom@icfi.com))  
Pat Hurtado, Police Lieutenant  
Dave Klug, Police Lieutenant

Traci Stubbler, Community Services Supervisor – ICCP  
Jim Houlihan, Manager of Engineering/City Engineer  
Jaimee Bourgeois, City Traffic Engineer  
Tran Tran, Senior Transportation Engineer  
Uyenly Bui, Senior Civil Engineer  
Kerwin Lau, Project Development Administrator  
Sun-Sun Murillo, Supervising Transportation Analyst  
Karen Urman, Senior Transportation Analyst  
Stephen Higa, Principal Planner  
Melissa Chao, Senior Planner

Files: 00612052-PCPU; 00629029-PZC; 00618828-PCLE

ITEM NO. 3.2

PUBLIC CORRESPONDENCE AND  
SAMPLE FORM POSTCARD/EMAIL

ATTACHMENT 14 IS AVAILABLE VIA  
THE FOLLOWING LINK:

[Public Correspondence](#)

# NOTICE OF DETERMINATION



**TO:** X State of California  
Office of Planning & Research  
PO Box 3044  
Sacramento, CA. 95812-3044

X County Clerk  
County of Orange  
PO Box 238  
Santa Ana, CA. 92702

**FROM:** City of Irvine  
Community Development Department  
PO Box 19575  
Irvine, CA. 92623-9575  
Attn: Melissa Chao  
Senior Planner  
949-724-6395

**SUBJECT:** Filing of **Notice of Determination** in compliance with Section 21108 or 21152 of the Public Resources Code.

**State Clearinghouse No.:** 2015091023  
(if submitted to State Clearinghouse)

**Project Title and File No.:** Concordia University Conditional Use Permit Modification/Zone Change  
Campus Master Buildout Plan Update, Irvine, CA  
File Numbers: 00612052-PCPU; 00629029-PZC; 00618828-PCLE

**Applicant:** City of Irvine, Community Development Department  
Attn: Melissa Chao, 949-724-6395

**Project Location:** Concordia University Irvine at 1530 Concordia West, Irvine, CA in Planning Area 21, Turtle Rock  
(include County)

**Project Description:** The proposed project consists of the following components:  
Conditional Use Permit modification to revise Concordia University's previously approved campus master build-out plan, while maintaining the previously approved 321,220 square foot cap of institutional buildings and 330 dormitory units. Zone Change to revise the Special Development Requirements in Zoning Ordinance Section 9-21-7.B for Concordia University. No change in the Zoning District Designation of 6.1, Institutional is proposed.

This is to advise that the **City Council of the City of Irvine, as lead agency**, has approved the above-described project on **(INSERT DATE)** and has made the following determinations regarding the above described-project:

1. The project **will** have a significant effect on the environment.
2. An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures **were** made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan **was** adopted for this project.
5. A statement of Overriding Considerations **was not** adopted for this project.
6. Findings **were** made pursuant to the provisions of CEQA.

This is to certify that the Environmental Impact Report is available to the General Public at the City of Irvine City Hall, Community Development Department, One Civic Center Plaza, Irvine, California 92606.

**Melissa Chao, Senior Planner**

Name and Title

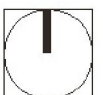
Signature

Date



Concordia University CUP Modification and Zone Change  
 Campus Master Build-Out Plan Update  
 Irvine, CA

**Exhibit 1-1**  
**Regional and**  
**Local Vicinity**





## Concordia University Entitlement Records Summary

- April 7, 2005**                      **00366703-PCPM/PC Resolution 05-2561**  
Modification to CU CUP 12273-CPU to reconfigure the proposed Education, Business and Technology Building (a.k.a. Grimm Hall North and South) and parking lots B and C.
- October 22, 2001**                      **0050287-CPM/approved by staff**  
Modification to add two golf cart paths, add a new 24-space lot Q and document reconfiguration of lots F, G, and M per approved grading permits.
- March 22, 2001**                      **48223-CPM/withdrawn by applicant**  
Modification to add temporary student housing on-site of existing tennis courts; withdrawn by applicant.
- June 28, 2000**                      **43809-CPM/approved by staff**  
Modification to convert BETA dormitory to administrative use; increase institutional cap to 321,220 square feet of institutional use in Planning Area 21.
- December 8, 1999**                      **36598-CPM/ZA Resolution 99-511**  
Administrative Relief to establish 1,105 parking spaces as the maximum number of spaces required to serve campus at build-out.
- January 31, 1997**                      **26040-CPM/approved by staff**  
Modification to add a new student center, which will replace the use and future expansion of the Eagle Café', replace the expansion of student services/student center, and replace two new classroom buildings (5 and 6) from approved CUP 12273-PCPU.
- March 12, 1996**                      **23264-CPM/approved by staff**  
Modification to revise two residence hall buildings from apartment to dormitory design.
- August 5, 1993**                      **12273-PCU/PC Resolution 93-1733**  
Original campus CUP build-out plan for 310,980 square feet of institutional and 330 dormitory units. Included a 5,000 square feet child care center for a maximum of 100 children, control access gates, and Administrative Relief for 48 shared parking spaces.

**April 14, 1992      4237-GA (City Council Resolution 92-56) and**  
**April 28, 1992      5232-ZC (City Council Ordinance 92-04)**

General Plan Amendment (GPA) and Zone Change (ZC) to rezone two vacant parcels of land to low density residential providing for a maximum of 69 single family dwelling units on 18.7 gross acres and a maximum of 85 single family dwelling units on 28 gross acres; and providing for an increase 155,450 gross square feet of institutional use and 192 additional institutional dwelling units (i.e., maximum of 310,980 gross square feet of institutional use and 330 dormitory units) on 69.9 gross acres. City Council certifies EIR (City Council Resolution 92-55 on April 14, 1992) and approves GPA and ZC.

June 9, 2016

Ronald Van Blarcom  
Concordia University, Irvine  
1530 Concordia West  
Irvine, CA 92612-3203

Subject: Concordia University Parking Analysis

Dear Mr. Van Blarcom,

LSA Associates, Inc. (LSA) is pleased to submit this parking analysis for the Concordia Campus Master Build-Out Plan in the City of Irvine (City), County of Orange, California. The existing campus is generally located north of Turtle Rock Drive, south of University Drive, east of Culver Drive, and west of Ridgeline Drive in Planning Area (PA) 21 (Turtle Rock). As requested by the City, this analysis evaluates the current parking conditions on campus and identifies the parking requirement for the proposed Campus Master Build-Out Plan in accordance with Zoning Ordinance Section 4-3-2 (Increases/Decreases in Parking Requirements). The number of parking spaces required may be increased by the approval authority if it can be demonstrated through a parking study that the proposed use would have a parking demand in excess of the requirements provided in the Zoning Code.

## PROJECT DESCRIPTION

The 72.76-acre (ac) Concordia University (University) main campus is currently improved with 16 institutional buildings comprising approximately 243,571 total square feet (sf). Four existing residential halls provide 256 units with 1,024 available dorm beds (4 beds per unit). Access to the campus is provided via gated entry points from Ridgeline Drive to the east and Turtle Rock Drive to the west. The existing campus is illustrated on Figure 1 (all figures and tables are provided as attachments). As shown on this plan, 1,218 parking spaces are currently provided on campus.

Prior City approvals (43809-CPM) provide for a campus master build out to allow development of an additional 77,649 sf of institutional buildings beyond the current uses, for a total of 321,220 sf on the campus site. A fifth residential hall is also included in the approved campus build out plan (12273-CPU), increasing the total number of units from 256 to 330 (74 additional units) and increasing the total number of dorm beds from 1,024 to 1,320 (296 additional beds).

As illustrated on Figure 2, the proposed Campus Master Build-Out Plan includes a maximum of 321,220 total institutional square footage on campus, which represents the approved allocation on site. The Campus Master Build-Out Plan proposes to include 1,436 parking spaces on site, which represents an increase of 218 parking spaces compared to the existing campus.

## **Previous Approval for Administrative Relief of Parking**

In 1999, a detailed parking analysis for the University was approved by the Zoning Administrator in support of Administrative Relief of Parking (36598-CPM). The analysis identified the parking required by all of the campus activities as well as parking required by joint use of the facilities with the City.

The results of the parking study showed that build out of the Campus Master Build-Out Plan would require 1,360 parking spaces on site based on interpretation of the City's parking code requirements. At that time, the campus proposed to provide 1,260 parking spaces. As such, Administrative Relief of 100 parking spaces was requested. The primary justification for the Administrative Relief was based on shared parking and time-of-day factors, which indicated that a peak-parking demand for all uses on site would generate demand for 1,105 parking spaces on campus at one time. The proposed number of parking spaces (1,260) would accommodate this peak demand and, therefore, Administrative Relief of parking was granted by the Zoning Administrator.

## **EXISTING PARKING CONDITIONS**

### **Parking Supply**

As illustrated on Figure 1, the University's Irvine campus has a total of 13 existing parking lots (Lots A, B, C, E, F, G, H, J, K, M, N, P, and Q). In total, there are 1,218 parking spaces on the existing campus. The parking supply has changed since the campus was built. In 1999, there were approximately 1,250 parking spaces. The decrease in spaces is primarily due to restriping Lot E in 2013 to eliminate compact-size spaces. A summary of the existing parking supply per lot for the existing and built-out campus is provided in Table A.

The parking lots are not presently differentiated between institutional and residential uses; however, users generally choose to park in lots based on the proximity of the lot to their intended destinations. Accordingly, based on user preference, Lots A, B, C, E, H, K, and P are considered parking lots for institutional uses, and Lots F, G, J, M, N, and Q are considered parking lots for residential uses. Lot E is primarily used by resident students. However, students and faculty/staff can park anywhere on campus, as long as they comply with the parking area regulations.

According to the Campus Safety Vehicle Regulations, there are no restrictions for on-campus parking lots with the exception of Lot H, a district office lot in which students are not allowed to park. There are also some reserved faculty/staff/visitor parking spaces within Lots B, C, K, N, and P. Otherwise, resident students and commuter students can park in any lot. Likewise, with the exception of reserved spaces, faculty/staff/visitors are allowed to park in any lot. The University distributes four types of parking passes: faculty/staff, resident student, commuter student, and visitor passes. These passes allow vehicles to park on campus and in Lot H and/or the reserved spaces discussed above.

It should be noted that there are six motorcycle spaces in excess of that allowed by Zoning Ordinance 4-3-5. The allowance for these spaces is based on the school's experience of a younger population that is more inclined to use alternative modes of transportation, including motorcycles.

## Parking Demand Surveys

LSA collected parking survey data during three different time periods: April (Spring) 2013, October (Fall) 2014, and April (Spring) 2015. These parking surveys were conducted by National Data & Surveying Services (NDS) and all count data are provided as an attachment. All three parking surveys were taken for 5 days, including Saturday and Sunday. Parking lots were counted on the hour every hour from 8:00 a.m. to 10:00 p.m. each day. Weekday and weekend averages were identified, as well as a 5-day average, for an overview of parking conditions on campus. The data were also separated by parking spaces for institutional uses (i.e., by commuters, staff, faculty, and visitors) vs. student resident parking on campus. A summary of the peak-parking demand is illustrated in Figure 3.

The first of these parking surveys took place during the 2013 Spring Semester from Thursday, April 18, to Monday, April 22. The peak-parking demand for the 5-day period occurred on Thursday, April 18, when 1,023 of the 1,250 spaces were occupied. With the exception of lots with few spaces (e.g., Lot P with 4 spaces), none of the parking lots reached 100 percent capacity during this survey. Tables B-1 through B-8 summarize all of the parking data collected by NDS in 2013. The data are separated into institutional parking lots and resident (student) lots based on general user preferences.

The second parking survey took place during the 2014 Fall Semester from Thursday, October 30, to Monday, November 3. NDS reported 1,218 total marked parking spaces. The number of existing spaces on campus decreased from 2013, primarily due to a restriping project on Lot E that eliminated compact spaces. Peak parking demand for the 5-day period occurred on Thursday, October 30, when 1,027 of the 1,218 spaces were occupied. Lot E was the only lot (excluding Lot P) that reached its capacity during this survey. Lot E maximized its capacity from 9:00 a.m. to 11:00 a.m. on both Thursday, October 30 and Monday, November 3. Aside from these two occurrences, none of the parking lots reached 100 percent capacity during this survey. Tables C-1 through C-8 summarize all of the parking data collected by NDS in 2014.

The third parking survey took place during the 2015 Spring Semester from Tuesday, April 14, to Thursday, April 16, and Saturday, April 18, to Sunday, April 19. Peak parking demand for the 5-day period occurred on Wednesday, April 15, when 1,070 of the 1,218 parking spaces were occupied. Lot E maximized its capacity during class hours on Wednesday April 15, and Thursday, April 16.

Although Wednesday had more overall demand with the highest number of spaces filled, Saturday, April 18, 2015, had the most parking lots at capacity of all of the parking survey dates. Saturday, April 18, 2015, was a unique day in which several large events on campus overlapped. As shown below, the well-attended events that occurred on Saturday, April 18, 2015, included the following:

- CUI Baseball vs. Vanguard University: 12:00 p.m. to 6:00 p.m. (325 students/staff and visitors)
- Concordia University Men's Lacrosse vs. Biola University: 4:00 p.m. to 6:00 p.m. (100 students/staff and visitors)
- Women's OC High School All-Star Game: 5:00 p.m. to 7:00 p.m. (1,500 visitors)
- Men's OC High School All-Star Game: 7:00 p.m. to 9:00 p.m. (2,000 visitors)
- MasterWorks Concert: 7:30 p.m. to 9:30 p.m. (357 visitors)

Because of these events on Saturday April 18, 2015, many of the parking lots (Lots C, E, H, and Q) filled close to their capacity. However, the total demand during these events was 963 vehicles, which

was less than the peak observed on the typical weekday. Tables D-1 through D-8 summarize all of the parking data collected by NDS in 2015.

Based on the survey data collected over 3 years, the University provides parking to meet the current parking demand on campus. The existing parking spaces accommodate the student activities and special events that occur on the weekdays and weekends. The total parking supply of 1,218 spaces was never exceeded; however, some of the parking lots closest to the classrooms approached capacity. Overflow parking typically occurs in Lot A (known as the baseball lot). The Campus Master Build-Out Plan proposes to enhance the parking experience on campus with an increase in parking supply to accommodate the future demand and implementation of a parking management plan during special events on campus.

## **CAMPUS MASTER BUILD-OUT PLAN PARKING**

The Concordia Campus Master Build-Out Plan totals 321,220 sf and 330 dorm units (1,320 beds). This is a net increase of 77,649 institutional square footage and 296 new dorm beds from the existing campus. A total of 1,436 parking spaces is proposed to accommodate the demand on campus for the build out of the University. The build out plan modifies the parking supply by increasing the number of spaces within Lot A with the construction of additional parking with tennis courts on the top, reconstructing Lot C with fewer spaces, eliminating parking spaces along Concordia Drive (Parking Area K), and adding Lots S and T. This represents an increase of 218 parking spaces from existing conditions.

Determining the parking required for the campus using the City's Zoning Code Parking Requirements does not adequately account for the uses, schedules, programs, and attendance of a private university. As such, an alternative method was developed to determine the parking required for the Campus Master Build-Out Plan.

### **Concordia Parking Calculation Alternative**

In the *Traffic Impact Analysis* (LSA, March 2016) prepared for the Concordia Campus Master Build-Out Plan, the calculation of an average daily traffic (ADT) trip budget is based on institutional square footage, as opposed to the numbers of students and faculty/staff. This case can also be made for the parking requirements on the University campus. Though student and faculty/staff numbers were a reasonable justification for determining minimum parking requirements in 1999, today the numbers and types of students and faculty/staff that attend classes on-campus have changed due to a more varied educational curriculum offering and distinctions between commuter students, resident students, online students, and vocational students. Students may be full-time or part-time. Off-site and on-line programs do not require students to visit the campus and, therefore, these programs do not increase the number of students that park on campus.

As such, using the numbers of students and faculty/staff as the defining variables to establish parking demand does not reflect the current mission or needs of the school. New buildings are proposed to better educate students and provide better opportunities for learning. Consequently, quantifying vehicles on campus is more accurately defined and measured when based on institutional square feet, and the campus will continue to operate in a similar manner in the future, rather than using projected student and faculty/staff numbers in determining parking demands for the University operations.

The following presents the methodology which is recommended to establish a parking rate for the University that is based on institutional square footage. This method is based on the following measured variables: (1) actual parking counts broken down by on-campus students and off-campus students, faculty, staff, and visitors, and (2) existing and proposed institutional square footage. This parking rate is based on data collected in Spring 2015, which represents the highest parking demand observed over the three time periods evaluated in this parking analysis.

- 1,070 peak parking demand (weekday surveys conducted in April 2015)
- 492 resident student parking passes issued (Spring 2015) for 1,024 existing dorm beds = 0.48 spaces per bed
- 1,070 peak parking demand minus 492 resident parking passes = 578 parking spaces for faculty, staff, commuter students, and visitors
- 243,571 sf of existing institutional use/578 spaces = 1 parking space per 421 sf of institutional use

Application of this methodology to the Campus Master Build-Out Plan, which includes 321,220 institutional square footage and 1,320 dorm beds, results in the following parking demand:

- 1,320 dorm beds x 0.48 spaces per bed = 634 resident student parking passes
- 321,220 sf of institutional use/421 (spaces per institutional square footage) = 763 spaces for faculty, staff, commuter students, and visitors
- Total resident student parking (634) + parking for institutional square footage (763) = 1,397 spaces

With a parking demand of 1,397 spaces and a parking supply of 1,436 spaces in the Campus Master Build-Out Plan, there is a parking buffer on campus of 39 spaces (approximately 3 percent). The parking buffer will offset any operating inefficiencies caused by drivers continually circulating within the parking lot looking for an available parking space. For day-to-day operations of the University, the parking provided in the Campus Master Build-Out Plan will accommodate the anticipated demand. For special events drawing a noticeably higher number of vehicles at one time, the University will implement the strategies outlined in the *Concordia University Traffic and Parking Management Plan* (Traffic and Parking Management Plan; April 2016), as described in this plan.

### **Construction Phases**

The Campus Master Build-Out Plan is scheduled to be completed in approximately 20 years. The construction and renovation of buildings and parking lots has been outlined in four phases. All parking supply and institutional square footage changes are summarized by phase in Table E.

In Phase 1, Lots A, E, and H will be modified. Reconfiguration of Lots E and H and grading of the expansion for Lot A will be conducted during the summer months when students are not on campus. The reconfiguration of Lots E and H will relocate the driveways, causing only a few spaces to close during construction. Lot A will be under construction during Phase 1 and again during Phase 3. Once grading is completed in Lot A, this area will be used for construction parking/staging. The existing 171 spaces will be open by the time classes begin for the Fall semester; therefore, the parking supply

will not decrease for the start of the semester. The remaining 158 spaces to be added to Lot A will be paved and striped during the school year, with no decrease in parking supply. After all parking lots are completed, the campus parking supply will increase to 1,377 spaces after Phase 1. In addition, the two institutional buildings planned for construction during Phase 1 will result in a campus total of 282,121 sf of institutional use. After Phase 1, it is estimated that there will be a parking buffer of 215 spaces.

Phase 2 does not include changes to any of the parking lots. The two institutional buildings planned for construction during Phase 1 will result in a campus total of 292,151 sf of institutional use. Although there will not be an increase in parking supply, there will still be a parking buffer of 191 spaces after Phase 2.

Specific construction timing has not been determined for Phases 3 and 4. The impact on parking supply and demand during construction of these future phases will be reviewed upon submittal of the plans. As Phases 3 and 4 are currently planned, there will be sufficient supply to accommodate the increased demand after each phase. Phase 3 will have a campus total of 308,691 institutional square footage, a parking supply of 1,418 spaces, and a parking buffer of 51 spaces. Phase 4 is the final construction phase and will result in a campus total of 321,220 sf of institutional use, a parking supply of 1,436 spaces and a parking buffer of 39 spaces.

## **TRAFFIC AND PARKING MANAGEMENT PLAN**

The University holds a variety of events throughout the year. During these special events, traffic flow throughout the campus can increase, leading to temporary congestion within the internal roadways and intersections, as well as more full parking lots. The Traffic and Parking Management Plan (2016) consists of an implementation plan to manage on-site traffic and parking based on these special events.

The Department of Campus Safety will be responsible for the development and implementation of an Event Action Plan for events that may result in higher than normal traffic flows. This would include any large/multiple events during which on-campus parking is anticipated to reach capacity or impact traffic circulation. The Event Action Plan will list specific details needed to ensure efficient traffic circulation. Details may include actions such as event specific parking areas, entrance and exit routes, etc. A sample Event Action Plan has been attached to this study. The example includes large events, such as the PacWest Tournament and Concordia Challenge (Forensics Competition) from February 29 to March 6, 2016.

Specific measures and actions that are taken during high-volume events include the following:

- **Gatehouses:** During periods of heavy traffic, both the entry and exit control arms will be locked in the open position. Gatehouse attendants will forgo the normal procedure of stopping visitor vehicles entering campus. Maintaining unimpeded traffic flow increases the capacity of the entries two to threefold during periods of increased traffic. Vehicles not displaying a “Concordia” parking decal will be screened at another location further inside the campus. This is intended to prevent vehicles from backing up onto City streets and make entering and exiting the campus quicker and easier.



- **Parking Lots:** Vehicles entering campus will be directed to parking lots designated for specific events. For example, vehicles entering campus for a baseball game will be directed to the west parking lot. This will ensure visitors are parked in an area closest to the event they are attending. This will also reduce the number of vehicles “circling” the campus looking for parking. The Department of Campus Safety will work with event coordinators to provide parking instructions to guests prior to the event. At times, special parking passes are issued to expected guests in advance of their arrival so that they can move more quickly through the gatehouse screening.
- **Uniformed Safety Personnel:** Uniformed safety personnel will be assigned to key positions on campus to assist with the flow of traffic and parking. Key positions include all entrances and exits, and within all parking lots, crosswalks, and fire lanes, etc. Uniformed safety personnel will be assigned to key intersections, including Concordia East and Ascension Drive. Personnel will work to ensure intersections remain clear for turning vehicles and pedestrians needing to cross streets. Personnel assigned specifically to the intersection of Concordia East and Ascension Drive will ensure the intersection remains clear to allow vehicles to enter and exit the private neighborhood. Safety personnel will also be assigned as roving units to continually monitor traffic flow and parking.

Uniformed safety personnel will wear reflective vests while on-duty. Each will be equipped with a campus safety radio and traffic directional devices (hand-held stop signs, flashlights, and directional wands, etc.).

- **Signs:** Temporary signs will be posted on campus to help direct vehicles to proper designated parking lots. Temporary “No Event Parking” signs will be placed at each entrance to the private neighborhoods. In addition, signs indicating directions to Interstate 405 will be posted at the Turtle Rock gate.
- **Bus Parking:** Large buses entering campus will be requested to do so via the Turtle Rock Drive gate. Buses remaining on campus will be directed to park in designated bus parking areas (in the rear of the main lot, west lot, or Pacific Southwest District loading zone). Buses will not be permitted to idle while parked on campus.
- **Egress:** Vehicles exiting campus after an event will be directed and required to exit campus via either the Ridgeline Drive or the Turtle Rock Drive gate depending on the parking lot utilized. Sending exiting traffic to both gates will help reduce vehicle back-up at the Ridgeline Drive gate. As previously stated, uniformed safety personnel will be assigned to the intersection of Concordia East and Ascension Drive to ensure the intersection remains clear for vehicles entering and exiting the private neighborhood.
- **Off-site Parking:** Off-site parking and shuttle service will be considered depending on the nature and size of an event. Off-site parking and shuttle service has been used during well-attended events with considerable success. Off-site parking and shuttle service will be considered for large/multiple events when on-campus parking is anticipated to reach capacity. Examples of off-site parking locations that have been used include University High School, Light of Christ Lutheran Church, Turtle Rock Pre-School, and Mariners Church Irvine.
- **Irvine Police Department:** The Irvine Police Department will be notified in advance any time that large/multiple events have the potential to impact local traffic (i.e., traffic backing up onto Ridgeline Drive or Turtle Rock Drive). The Irvine Police Department will be requested to provide traffic direction on local streets surrounding the campus. At such time as a traffic signal is installed at Ridgeline Drive and Concordia East, the University will seek to establish a contract

for services with the Irvine Police Department to staff an officer(s) to control the traffic signal (similar to the existing arrangement with Mariners Church Irvine).

These measures are already in effect, and have helped traffic flow efficiently and safely throughout the University. This plan helps with traffic and parking within the campus by providing guests and visitors clear direction. This will ensure that guests and visitors will park closest to the event they are attending, and will also reduce the number of vehicles that slow down and wander throughout the campus searching for a parking space.

The Traffic and Parking Management Plan (2016) addresses operational issues associated with special events on campus, both for existing conditions and for future conditions with implementation of the Campus Master Build-Out Plan.

## CONCLUSION

Taking into account analysis of past parking requirements and current observations for Concordia University, a parking calculation alternative has been developed as a satisfactory method to determine that 1,397 parking spaces are needed for the Campus Master Build-Out Plan. As a result, the future day-to-day operations of the University will not exceed the 1,436 parking spaces provided in the Campus Master Build-Out Plan. A parking buffer of 39 spaces will be provided to allow some flexibility in parking on campus. For special events, the procedures outlined in the Traffic and Parking Management Plan (2016) will ensure that parking is managed on site. As a result, adequate parking is provided in the Concordia Campus Master Build-Out Plan to accommodate the future parking demand on campus.

If you have any questions regarding this analysis, please call me at (949) 553-0666.

Sincerely,

**LSA ASSOCIATES, INC.**

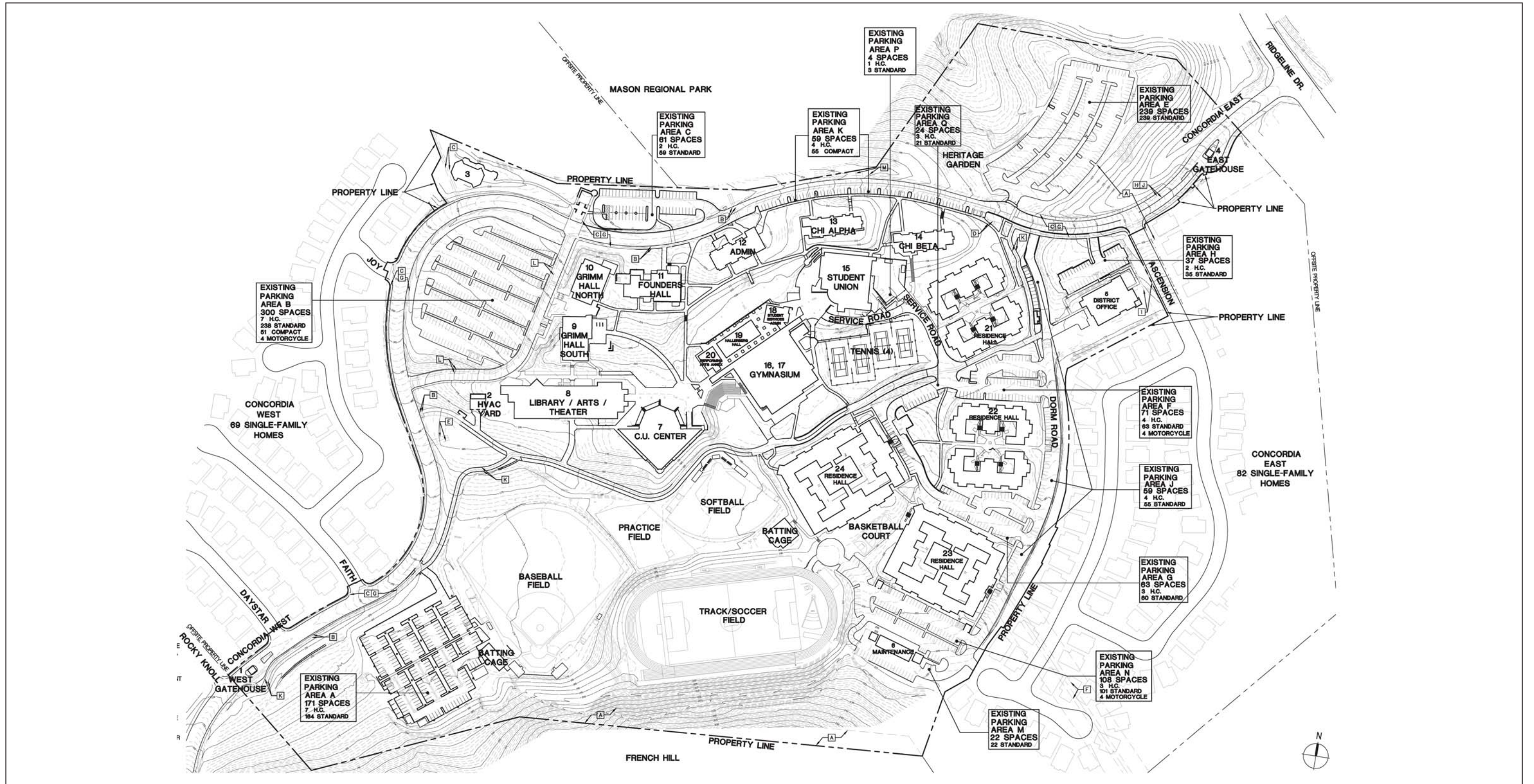


Ken Wilhelm  
Principal Transportation Planner

Attachments: Table A: Parking Supply  
Figure 1: Existing Campus Plan  
Figure 2: Campus Master Buildout Plan  
Figure 3: Parking Supply and Demand  
Count Data (NDS)  
Tables B1–8: Concordia University Parking Demand 2013  
Tables C1–8: Concordia University Parking Demand 2014  
Tables D1–8: Concordia University Parking Demand 2015  
Table E: Construction Phasing Summary  
Sample Event Action Plan

**Table A: Parking Supply**

<b>Parking Lot</b>	<b>Description/Location</b>	<b>Existing Spaces</b>	<b>Buildout Spaces</b>
<b>Existing Parking Lots</b>			
A	West Gate Lot	171	366
B	Grimm Hall Lot	300	300
C	Ridge Staff/Visitor Lot	61	40
E	East Gate lot	239	243
F	Residence Hall Chi Delta Lot	71	63
G	Residence Hall Chi Theta Lot	63	60
H	District Office Lot	37	34
J	Dorm Road Parking	59	59
K	Chi Alpha/Chi Beta Lot	59	-
M	Maintenance Lot	22	22
N	Residence Hall Chi Rho Lot	108	108
P	Student Union Lot	4	4
Q	Residence Hall Chi Sigma Lot	24	-
<i>Existing Parking Subtotal</i>		<i>1,218</i>	<i>1,299</i>
<b>Proposed New Parking Lots</b>			
S	Ridge/Student Union Parking	-	68
T	Ridge/Student Union Parking	-	66
U	Student Union Parking	-	3
<i>Proposed New Parking Subtotal</i>		<i>-</i>	<i>137</i>
<b>Parking Total</b>		<b>1,218</b>	<b>1,436</b>



LSA



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SOURCE: LPA

FIGURE 1

Concordia University  
Existing Campus Plan

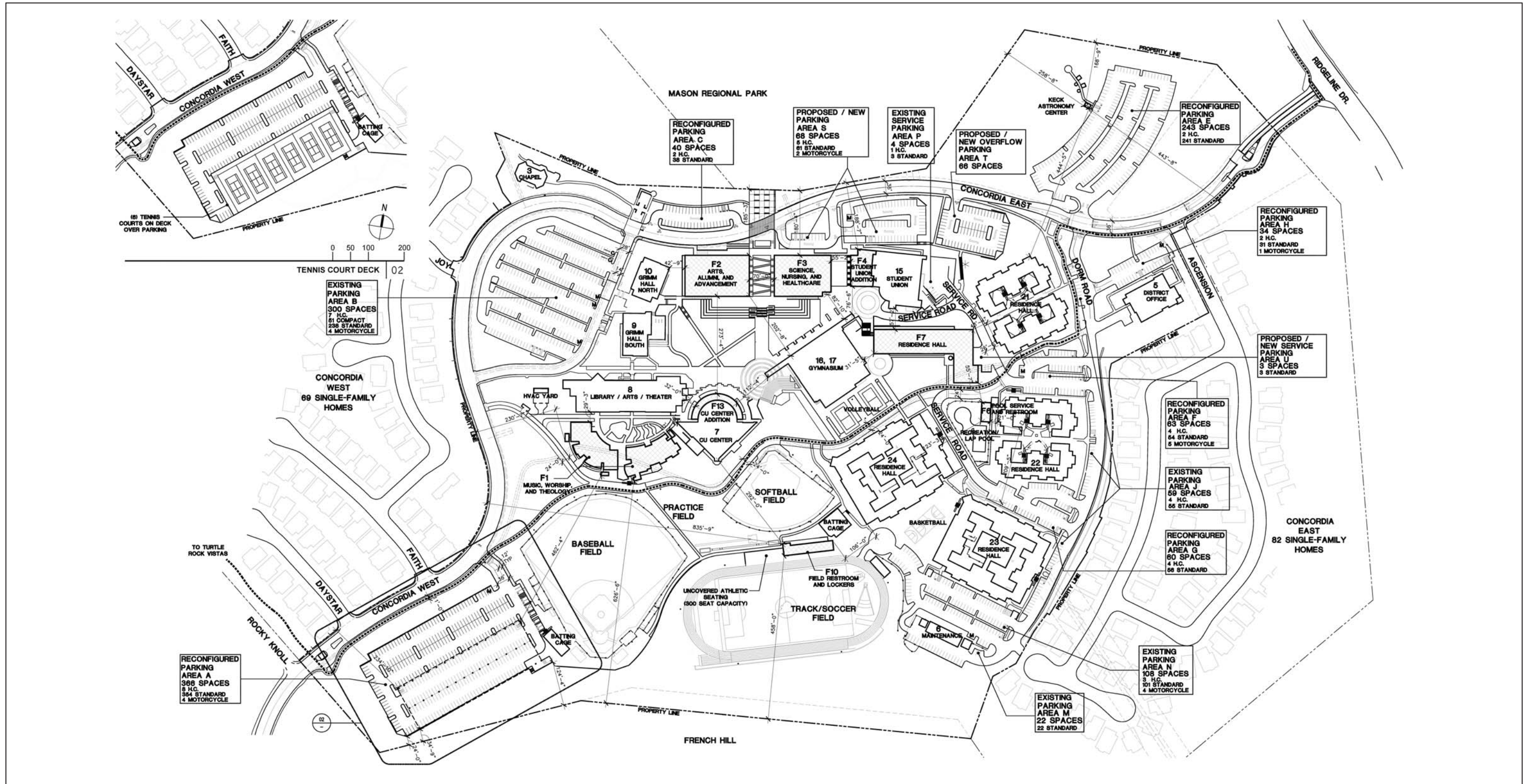
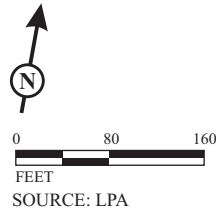


FIGURE 2

LSA





**Table B1: Concordia University Parking Demand  
Thursday, April 18, 2013**

Time	Lot A		Lot B		Lot C		Lot E		Lot H		Lot K		Lot P		Subtotal Institutional		Lot F		Lot G		Lot J		Lot M		Lot N		Lot Q		Subtotal Residential		TOTAL				
	supply = 171		supply = 299		supply = 62		supply = 265		supply = 40		supply = 62		supply = 4		supply = 903		supply = 72		supply = 63		supply = 58		supply = 22		supply = 108		supply = 24		supply = 347		supply = 1,250				
	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces			
8:00 AM	11%	19	69%	205	84%	52	75%	198	40%	16	66%	41	75%	3	59%	534	94%	68	95%	60	78%	45	32%	7	85%	92	88%	21	84%	293	66%	827			
9:00 AM	12%	21	95%	284	90%	56	80%	213	50%	20	84%	52	100%	4	72%	650	94%	68	95%	60	79%	46	32%	7	86%	93	88%	21	85%	295	76%	945			
10:00 AM	19%	32	92%	274	89%	55	85%	224	93%	37	90%	56	175%	7	76%	685	96%	69	94%	59	74%	43	32%	7	85%	92	83%	20	84%	290	78%	975			
11:00 AM	32%	54	97%	290	95%	59	84%	222	93%	37	92%	57	125%	5	80%	724	96%	69	92%	58	78%	45	32%	7	91%	98	92%	22	86%	299	82%	1,023			
12:00 PM	37%	63	96%	287	89%	55	87%	231	60%	24	87%	54	150%	6	80%	720	94%	68	94%	59	79%	46	32%	7	91%	98	96%	23	87%	301	82%	1,021			
1:00 PM	44%	76	96%	288	90%	56	85%	225	58%	23	84%	52	150%	6	80%	726	93%	67	92%	58	83%	48	27%	6	86%	93	79%	19	84%	291	81%	1,017			
2:00 PM	42%	71	83%	247	81%	50	75%	198	55%	22	76%	47	175%	7	71%	642	89%	64	87%	55	69%	40	27%	6	83%	90	75%	18	79%	273	73%	915			
3:00 PM	40%	69	74%	221	84%	52	74%	195	48%	19	71%	44	175%	7	67%	607	88%	63	92%	58	79%	46	23%	5	70%	76	79%	19	77%	267	70%	874			
4:00 PM	37%	63	69%	205	73%	45	62%	164	23%	9	61%	38	150%	6	59%	530	89%	64	90%	57	66%	38	23%	5	71%	77	83%	20	75%	261	63%	791			
5:00 PM	40%	69	52%	156	56%	35	58%	155	13%	5	48%	30	125%	5	50%	455	93%	67	92%	58	71%	41	14%	3	74%	80	88%	21	78%	270	58%	725			
6:00 PM	32%	55	80%	239	56%	35	56%	149	5%	2	40%	25	100%	4	56%	509	89%	64	92%	58	79%	46	14%	3	85%	92	92%	22	82%	285	64%	794			
7:00 PM	29%	50	85%	254	50%	31	51%	134	5%	2	34%	21	100%	4	55%	496	92%	66	94%	59	81%	47	14%	3	80%	86	92%	22	82%	283	62%	779			
8:00 PM	25%	43	71%	211	50%	31	55%	147	5%	2	47%	29	75%	3	52%	466	94%	68	94%	59	76%	44	14%	3	89%	96	88%	21	84%	291	61%	757			
9:00 PM	10%	17	42%	125	32%	20	52%	139	5%	2	26%	16	75%	3	36%	322	93%	67	94%	59	78%	45	14%	3	80%	86	88%	21	81%	281	48%	603			
10:00 PM	9%	16	25%	74	8%	5	56%	149	5%	2	15%	9	0%	0	28%	255	93%	67	94%	59	79%	46	14%	3	71%	77	83%	20	78%	272	42%	527			
																<b>Peak Shared Parking Demand</b>		<b>1,023</b>																	
																<b>Total Parking Supply</b>		<b>1,250</b>																	
																<b>Residual / (Deficit)</b>		<b>227</b>																	

**Table B2: Concordia University Parking Demand  
Friday, April 19, 2013**

Time	Lot A		Lot B		Lot C		Lot E		Lot H		Lot K		Lot P		Subtotal Institutional		Lot F		Lot G		Lot J		Lot M		Lot N		Lot Q		Subtotal Residential		TOTAL				
	supply = 171		supply = 299		supply = 62		supply = 265		supply = 40		supply = 62		supply = 4		supply = 903		supply = 72		supply = 63		supply = 58		supply = 22		supply = 108		supply = 24		supply = 347		supply = 1,250				
	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces			
8:00 AM	12%	21	67%	200	82%	51	72%	191	23%	9	63%	39	50%	2	57%	513	94%	68	94%	59	78%	45	36%	8	84%	91	83%	20	84%	291	64%	804			
9:00 AM	18%	30	79%	235	92%	57	74%	197	40%	16	82%	51	100%	4	65%	590	93%	67	94%	59	78%	45	36%	8	87%	94	83%	20	84%	293	71%	883			
10:00 AM	35%	59	94%	281	89%	55	73%	193	40%	16	82%	51	125%	5	73%	660	93%	67	90%	57	76%	44	36%	8	88%	95	92%	22	84%	293	76%	953			
11:00 AM	36%	62	96%	288	89%	55	70%	186	48%	19	85%	53	100%	4	74%	667	94%	68	90%	57	83%	48	36%	8	89%	96	83%	20	86%	297	77%	964			
12:00 PM	40%	68	91%	272	92%	57	69%	184	43%	17	90%	56	125%	5	73%	659	96%	69	87%	55	78%	45	36%	8	85%	92	83%	20	83%	289	76%	948			
1:00 PM	33%	57	78%	232	85%	53	61%	161	38%	15	79%	49	150%	6	63%	573	94%	68	92%	58	71%	41	18%	4	81%	88	83%	20	80%	279	68%	852			
2:00 PM	34%	58	70%	210	73%	45	56%	149	43%	17	82%	51	125%	5	59%	535	89%	64	92%	58	66%	38	23%	5	78%	84	75%	18	77%	267	64%	802			
3:00 PM	30%	52	49%	147	76%	47	48%	128	28%	11	79%	49	175%	7	49%	441	89%	64	81%	51	66%	38	18%	4	68%	73	75%	18	71%	248	55%	689			
4:00 PM	33%	57	42%	126	45%	28	42%	112	18%	7	65%	40	100%	4	41%	374	83%	60	86%	54	71%	41	18%	4	63%	68	83%	20	71%	247	50%	621			
5:00 PM	42%	71	23%	70	26%	16	38%	100	10%	4	32%	20	100%	4	32%	285	88%	63	92%	58	64%	37	23%	5	61%	66	79%	19	71%	248	43%	533			
6:00 PM	40%	68	19%	58	29%	18	34%	91	10%	4	26%	16	75%	3	29%	258	90%	65	92%	58	66%	38	14%	3	64%	69	79%	19	73%	252	41%	510			
7:00 PM	32%	54	41%	123	34%	21	37%	98	10%	4	32%	20	75%	3	36%	323	92%	66	90%	57	71%	41	9%	2	58%	63	71%	17	71%	246	46%	569			
8:00 PM	15%	25	40%	120	47%	29	31%	81	8%	3	35%	22	75%	3	31%	283	92%	66	89%	56	67%	39	9%	2	52%	56	75%	18	68%	237	42%	520			
9:00 PM	13%	22	39%	118	37%	23	29%	78	5%	2	27%	17	25%	1	29%	261	93%	67	92%	58	79%	46	9%	2	56%	61	71%	17	72%	251	41%	512			
10:00 PM	13%	22	36%	107	37%	23	30%	80	5%	2	13%	8	25%	1	27%	243	90%	65	92%	58	79%	46	9%	2	64%	69	71%	17	74%	257	40%	500			
																<b>Peak Shared Parking Demand</b>		<b>964</b>																	
																<b>Total Parking Supply</b>		<b>1,250</b>																	
																<b>Residual / (Deficit)</b>		<b>286</b>																	

**Table B3: Concordia University Parking Demand  
Saturday, April 20, 2013**

Time	Lot A		Lot B		Lot C		Lot E		Lot H		Lot K		Lot P		Subtotal Institutional		Lot F		Lot G		Lot J		Lot M		Lot N		Lot Q		Subtotal Residential		TOTAL	
	supply = 171		supply = 299		supply = 62		supply = 265		supply = 40		supply = 62		supply = 4		supply = 903		supply = 72		supply = 63		supply = 58		supply = 22		supply = 108		supply = 24		supply = 347		supply = 1,250	
	%	spaces	%	spaces	%	spaces	%	spaces	%	spaces	%	spaces	%	spaces	%	spaces	%	spaces	%	spaces	%	spaces	%	spaces	%	spaces	%	spaces	%	spaces	%	spaces
8:00 AM	34%	58	38%	113	31%	19	45%	120	5%	2	21%	13	100%	4	36%	329	93%	67	87%	55	74%	43	27%	6	86%	93	79%	19	82%	283	49%	612
9:00 AM	37%	63	64%	191	65%	40	43%	115	8%	3	21%	13	50%	2	47%	427	94%	68	89%	56	78%	45	23%	5	90%	97	88%	21	84%	292	58%	719
10:00 AM	44%	75	61%	183	85%	53	41%	109	5%	2	26%	16	75%	3	49%	441	94%	68	79%	50	74%	43	32%	7	84%	91	79%	19	80%	278	58%	719
11:00 AM	38%	65	60%	178	84%	52	39%	103	5%	2	35%	22	50%	2	47%	424	93%	67	76%	48	69%	40	32%	7	79%	85	79%	19	77%	266	55%	690
12:00 PM	45%	77	52%	154	82%	51	37%	98	8%	3	32%	20	50%	2	45%	405	81%	58	76%	48	67%	39	32%	7	87%	94	88%	21	77%	267	54%	672
1:00 PM	37%	63	37%	112	84%	52	31%	83	8%	3	32%	20	50%	2	37%	335	81%	58	67%	42	62%	36	18%	4	69%	75	88%	21	68%	236	46%	571
2:00 PM	44%	75	31%	92	63%	39	25%	65	8%	3	27%	17	50%	2	32%	293	83%	60	67%	42	57%	33	18%	4	73%	79	83%	20	69%	238	42%	531
3:00 PM	38%	65	19%	57	55%	34	26%	70	8%	3	21%	13	100%	4	27%	246	79%	57	70%	44	71%	41	9%	2	60%	65	79%	19	66%	228	38%	474
4:00 PM	42%	71	15%	46	5%	3	26%	68	10%	4	19%	12	50%	2	23%	206	79%	57	76%	48	72%	42	9%	2	66%	71	79%	19	69%	239	36%	445
5:00 PM	22%	38	10%	31	5%	3	25%	67	10%	4	15%	9	75%	3	17%	155	88%	63	79%	50	76%	44	9%	2	57%	62	83%	20	69%	241	32%	396
6:00 PM	18%	30	16%	49	10%	6	26%	68	10%	4	11%	7	100%	4	19%	168	93%	67	79%	50	64%	37	9%	2	52%	56	83%	20	67%	232	32%	400
7:00 PM	21%	36	43%	128	34%	21	26%	69	5%	2	13%	8	100%	4	30%	268	88%	63	78%	49	67%	39	9%	2	51%	55	79%	19	65%	227	40%	495
8:00 PM	6%	11	53%	158	50%	31	26%	68	5%	2	15%	9	75%	3	31%	282	93%	67	86%	54	66%	38	9%	2	56%	61	88%	21	70%	243	42%	525
9:00 PM	6%	11	57%	171	47%	29	26%	69	5%	2	10%	6	75%	3	32%	291	90%	65	94%	59	66%	38	9%	2	58%	63	88%	21	71%	248	43%	539
10:00 PM	6%	11	49%	148	35%	22	25%	67	5%	2	5%	3	75%	3	28%	256	92%	66	92%	58	67%	39	9%	2	58%	63	83%	20	71%	248	40%	504
<i>Peak Shared Parking Demand</i>																												<b>719</b>				
<i>Total Parking Supply</i>																												<b>1,250</b>				
<i>Residual / (Deficit)</i>																												<b>531</b>				

**Table B4: Concordia University Parking Demand  
Sunday, April 21, 2013**

Time	Lot A		Lot B		Lot C		Lot E		Lot H		Lot K		Lot P		Subtotal Institutional		Lot F		Lot G		Lot J		Lot M		Lot N		Lot Q		Subtotal Residential		TOTAL	
	supply = 171		supply = 299		supply = 62		supply = 265		supply = 40		supply = 62		supply = 4		supply = 903		supply = 72		supply = 63		supply = 58		supply = 22		supply = 108		supply = 24		supply = 347		supply = 1,250	
	%	spaces	%	spaces	%	spaces	%	spaces	%	spaces	%	spaces	%	spaces	%	spaces	%	spaces	%	spaces	%	spaces	%	spaces	%	spaces	%	spaces	%	spaces	%	spaces
8:00 AM	6%	11	8%	23	5%	3	30%	80	5%	2	16%	10	25%	1	14%	130	85%	61	89%	56	78%	45	18%	4	70%	76	79%	19	75%	261	31%	391
9:00 AM	12%	21	8%	23	6%	4	29%	78	5%	2	18%	11	25%	1	16%	140	82%	59	87%	55	74%	43	18%	4	70%	76	71%	17	73%	254	32%	394
10:00 AM	23%	40	27%	82	19%	12	29%	78	5%	2	21%	13	50%	2	25%	229	79%	57	86%	54	72%	42	18%	4	74%	80	75%	18	73%	255	39%	484
11:00 AM	27%	47	43%	130	39%	24	27%	71	5%	2	29%	18	50%	2	33%	294	76%	55	81%	51	72%	42	18%	4	70%	76	79%	19	71%	247	43%	541
12:00 PM	32%	54	42%	125	35%	22	27%	71	5%	2	32%	20	75%	3	33%	297	83%	60	84%	53	71%	41	18%	4	61%	66	79%	19	70%	243	43%	540
1:00 PM	29%	50	53%	158	35%	22	27%	71	5%	2	63%	39	100%	4	38%	346	90%	65	84%	53	69%	40	18%	4	59%	64	71%	17	70%	243	47%	589
2:00 PM	18%	31	58%	174	56%	35	27%	71	5%	2	61%	38	100%	4	39%	355	88%	63	89%	56	72%	42	18%	4	56%	60	75%	18	70%	243	48%	598
3:00 PM	12%	21	95%	284	98%	61	29%	76	8%	3	69%	43	125%	5	55%	493	90%	65	78%	49	69%	40	14%	3	59%	64	79%	19	69%	240	59%	733
4:00 PM	13%	22	94%	280	95%	59	29%	78	5%	2	65%	40	50%	2	53%	483	90%	65	78%	49	64%	37	18%	4	67%	72	88%	21	71%	248	58%	731
5:00 PM	13%	23	95%	285	76%	47	27%	71	5%	2	55%	34	50%	2	51%	464	90%	65	84%	53	67%	39	14%	3	65%	70	79%	19	72%	249	57%	713
6:00 PM	10%	17	54%	162	15%	9	23%	62	5%	2	32%	20	75%	3	30%	275	90%	65	86%	54	74%	43	14%	3	69%	74	75%	18	74%	257	43%	532
7:00 PM	8%	14	16%	49	11%	7	22%	59	5%	2	24%	15	25%	1	16%	147	90%	65	84%	53	76%	44	14%	3	69%	75	75%	18	74%	258	32%	405
8:00 PM	6%	11	17%	51	6%	4	26%	69	5%	2	16%	10	25%	1	16%	148	90%	65	84%	53	72%	42	14%	3	74%	80	79%	19	76%	262	33%	410
9:00 PM	7%	12	12%	35	5%	3	36%	95	5%	2	13%	8	25%	1	17%	156	93%	67	84%	53	74%	43	9%	2	73%	79	79%	19	76%	263	34%	419
10:00 PM	7%	12	10%	29	0%	0	43%	113	5%	2	10%	6	25%	1	18%	163	94%	68	84%	53	78%	45	9%	2	73%	79	79%	19	77%	266	34%	429
<i>Peak Shared Parking Demand</i>																												<b>733</b>				
<i>Total Parking Supply</i>																												<b>1,250</b>				
<i>Residual / (Deficit)</i>																												<b>517</b>				



**Table B5: Concordia University Parking Demand  
Monday, April 22, 2013**

Time	Lot A		Lot B		Lot C		Lot E		Lot H		Lot K		Lot P		Subtotal Institutional		Lot F		Lot G		Lot J		Lot M		Lot N		Lot Q		Subtotal Residential		TOTAL	
	supply = 171		supply = 299		supply = 62		supply = 265		supply = 40		supply = 62		supply = 4		supply = 903		supply = 72		supply = 63		supply = 58		supply = 22		supply = 108		supply = 24		supply = 347		supply = 1,250	
	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces
8:00 AM	9%	15	94%	282	90%	56	75%	198	40%	16	77%	48	125%	5	69%	620	94%	68	94%	59	74%	43	32%	7	87%	94	88%	21	84%	292	73%	912
9:00 AM	9%	16	95%	285	90%	56	77%	204	50%	20	77%	48	150%	6	70%	635	96%	69	94%	59	78%	45	32%	7	87%	94	83%	20	85%	294	74%	929
10:00 AM	19%	32	96%	286	90%	56	78%	207	58%	23	82%	51	150%	6	73%	661	96%	69	94%	59	83%	48	32%	7	90%	97	92%	22	87%	302	77%	963
11:00 AM	26%	44	97%	290	90%	56	79%	209	63%	25	85%	53	175%	7	76%	684	96%	69	94%	59	84%	49	32%	7	91%	98	83%	20	87%	302	79%	986
12:00 PM	38%	65	95%	284	92%	57	83%	220	63%	25	85%	53	175%	7	79%	711	97%	70	94%	59	83%	48	32%	7	92%	99	88%	21	88%	304	81%	1,015
1:00 PM	37%	64	95%	285	85%	53	86%	229	65%	26	79%	49	175%	7	79%	713	92%	66	94%	59	81%	47	18%	4	90%	97	88%	21	85%	294	81%	1,007
2:00 PM	38%	65	89%	265	84%	52	78%	208	63%	25	79%	49	150%	6	74%	670	94%	68	94%	59	81%	47	18%	4	86%	93	75%	18	83%	289	77%	959
3:00 PM	31%	53	66%	197	74%	46	72%	190	55%	22	73%	45	125%	5	62%	558	93%	67	94%	59	78%	45	27%	6	82%	89	88%	21	83%	287	68%	845
4:00 PM	26%	45	55%	163	68%	42	69%	183	33%	13	47%	29	125%	5	53%	480	90%	65	94%	59	78%	45	18%	4	81%	88	83%	20	81%	281	61%	761
5:00 PM	30%	51	52%	154	31%	19	70%	185	15%	6	48%	30	75%	3	50%	448	85%	61	95%	60	78%	45	18%	4	75%	81	88%	21	78%	272	58%	720
6:00 PM	37%	63	64%	190	24%	15	66%	175	8%	3	47%	29	50%	2	53%	477	93%	67	89%	56	78%	45	18%	4	74%	80	83%	20	78%	272	60%	749
7:00 PM	35%	59	83%	247	27%	17	68%	179	8%	3	42%	26	25%	1	59%	532	90%	65	94%	59	76%	44	18%	4	81%	87	88%	21	81%	280	65%	812
8:00 PM	35%	60	79%	237	21%	13	61%	161	5%	2	34%	21	25%	1	55%	495	90%	65	94%	59	78%	45	18%	4	81%	88	88%	21	81%	282	62%	777
9:00 PM	19%	33	52%	156	19%	12	63%	168	5%	2	24%	15	25%	1	43%	387	88%	63	92%	58	71%	41	18%	4	79%	85	92%	22	79%	273	53%	660
10:00 PM	11%	19	35%	106	11%	7	64%	170	5%	2	15%	9	0%	0	35%	313	85%	61	94%	59	78%	45	23%	5	71%	77	88%	21	77%	268	46%	581
<b>Peak Shared Parking Demand</b>																											<b>1,015</b>					
<b>Total Parking Supply</b>																											<b>1,250</b>					
<b>Residual / (Deficit)</b>																											<b>235</b>					

**Table B6: Concordia University Parking Demand  
5-Day Average (Thursday, April 18, 2013 to Monday, April 22, 2013)**

Time	Lot A		Lot B		Lot C		Lot E		Lot H		Lot K		Lot P		Subtotal Institutional		Lot F		Lot G		Lot J		Lot M		Lot N		Lot Q		Subtotal Residential		TOTAL	
	supply = 171		supply = 299		supply = 62		supply = 265		supply = 40		supply = 62		supply = 4		supply = 903		supply = 72		supply = 63		supply = 58		supply = 22		supply = 108		supply = 24		supply = 347		supply = 1,250	
	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces
8:00 AM	15%	25	55%	165	58%	36	59%	157	23%	9	48%	30	75%	3	47%	425	92%	66	92%	58	76%	44	27%	6	82%	89	83%	20	86%	283	57%	708
9:00 AM	18%	30	68%	204	69%	43	61%	161	30%	12	56%	35	75%	3	54%	488	92%	66	92%	58	78%	45	27%	6	84%	91	83%	20	87%	286	62%	774
10:00 AM	28%	48	74%	221	74%	46	61%	162	40%	16	60%	37	125%	5	59%	535	92%	66	89%	56	76%	44	32%	7	84%	91	83%	20	87%	284	66%	819
11:00 AM	32%	54	79%	235	79%	49	60%	158	43%	17	66%	41	100%	4	62%	558	92%	66	87%	55	78%	45	32%	7	84%	91	83%	20	87%	284	67%	842
12:00 PM	38%	65	75%	224	77%	48	61%	161	35%	14	66%	41	125%	5	62%	558	90%	65	87%	55	76%	44	32%	7	83%	90	88%	21	86%	282	67%	840
1:00 PM	36%	62	72%	215	76%	47	58%	154	35%	14	68%	42	125%	5	60%	539	90%	65	86%	54	72%	42	18%	4	77%	83	83%	20	82%	268	65%	807
2:00 PM	35%	60	66%	198	71%	44	52%	138	35%	14	65%	40	125%	5	55%	499	89%	64	86%	54	69%	40	23%	5	75%	81	75%	18	80%	262	61%	761
3:00 PM	30%	52	61%	181	77%	48	50%	132	30%	12	63%	39	150%	6	52%	470	88%	63	83%	52	72%	42	18%	4	68%	73	79%	19	77%	253	58%	723
4:00 PM	30%	52	55%	164	56%	35	46%	121	18%	7	52%	32	100%	4	46%	415	86%	62	84%	53	71%	41	18%	4	69%	75	83%	20	78%	255	54%	670
5:00 PM	29%	50	46%	139	39%	24	44%	116	10%	4	40%	25	75%	3	40%	361	89%	64	89%	56	71%	41	14%	3	67%	72	83%	20	78%	256	49%	617
6:00 PM	27%	47	47%	140	27%	17	41%	109	8%	3	31%	19	75%	3	37%	338	92%	66	87%	55	72%	42	14%	3	69%	74	83%	20	79%	260	48%	598
7:00 PM	25%	43	54%	160	31%	19	41%	108	8%	3	29%	18	75%	3	39%	354	90%	65	87%	55	74%	43	14%	3	68%	73	79%	19	79%	258	49%	612
8:00 PM	18%	30	52%	155	35%	22	40%	105	5%	2	29%	18	50%	2	37%	334	92%	66	89%	56	72%	42	14%	3	70%	76	83%	20	80%	263	48%	597
9:00 PM	11%	19	40%	121	27%	17	42%	110	5%	2	19%	12	50%	2	31%	283	92%	66	90%	57	74%	43	14%	3	69%	75	83%	20	80%	264	44%	547
10:00 PM	9%	16	31%	93	18%	11	44%	116	5%	2	11%	7	25%	1	27%	246	90%	65	90%	57	76%	44	14%	3	68%	73	79%	19	80%	261	41%	507
<b>Peak Shared Parking Demand</b>																											<b>842</b>					
<b>Total Parking Supply</b>																											<b>1,250</b>					
<b>Residual / (Deficit)</b>																											<b>408</b>					

**Table B7: Concordia University Parking Demand  
Weekday Average (April 18, 19, and 22, 2013)**

Time	Lot A		Lot B		Lot C		Lot E		Lot H		Lot K		Lot P		Subtotal Institutional		Lot F		Lot G		Lot J		Lot M		Lot N		Lot Q		Subtotal Residential		TOTAL	
	supply = 171		supply = 299		supply = 62		supply = 265		supply = 40		supply = 62		supply = 4		supply = 903		supply = 72		supply = 63		supply = 58		supply = 22		supply = 108		supply = 24		supply = 347		supply = 1,250	
	utilization	% spaces	utilization	% spaces	utilization	% spaces	utilization	% spaces	utilization	% spaces	utilization	% spaces	utilization	% spaces	utilization	% spaces	utilization	% spaces	utilization	% spaces	utilization	% spaces	utilization	% spaces	utilization	% spaces	utilization	% spaces	utilization	% spaces	utilization	% spaces
8:00 AM	11%	18	77%	229	85%	53	74%	196	35%	14	69%	43	75%	3	62%	556	94%	68	94%	59	76%	44	32%	7	85%	92	88%	21	89%	291	68%	847
9:00 AM	13%	22	90%	268	90%	56	77%	205	48%	19	81%	50	125%	5	69%	625	94%	68	94%	59	78%	45	32%	7	87%	94	83%	20	89%	293	73%	918
10:00 AM	24%	41	94%	280	89%	55	78%	208	63%	25	85%	53	150%	6	74%	668	94%	68	92%	58	78%	45	32%	7	88%	95	88%	21	90%	294	77%	962
11:00 AM	31%	53	97%	289	92%	57	78%	206	68%	27	87%	54	125%	5	77%	691	96%	69	92%	58	81%	47	32%	7	90%	97	88%	21	91%	299	79%	990
12:00 PM	38%	65	94%	281	90%	56	80%	212	55%	22	87%	54	150%	6	77%	696	96%	69	92%	58	79%	46	32%	7	89%	96	88%	21	91%	297	79%	993
1:00 PM	39%	66	90%	268	87%	54	77%	205	53%	21	81%	50	150%	6	74%	670	93%	67	92%	58	78%	45	23%	5	86%	93	83%	20	88%	288	77%	958
2:00 PM	38%	65	81%	241	79%	49	70%	185	53%	21	79%	49	150%	6	68%	616	90%	65	90%	57	72%	42	23%	5	82%	89	75%	18	84%	276	71%	892
3:00 PM	34%	58	63%	188	77%	48	65%	171	43%	17	74%	46	150%	6	59%	534	90%	65	89%	56	74%	43	23%	5	73%	79	79%	19	81%	267	64%	801
4:00 PM	32%	55	55%	165	61%	38	58%	153	25%	10	58%	36	125%	5	51%	462	88%	63	90%	57	71%	41	18%	4	72%	78	83%	20	80%	263	58%	725
5:00 PM	37%	64	42%	127	37%	23	55%	147	13%	5	44%	27	100%	4	44%	397	89%	64	94%	59	71%	41	18%	4	70%	76	83%	20	80%	264	53%	661
6:00 PM	36%	62	54%	162	37%	23	52%	138	8%	3	37%	23	75%	3	46%	414	89%	65	90%	57	74%	43	14%	3	74%	80	83%	20	82%	268	55%	682
7:00 PM	32%	54	70%	208	37%	23	52%	137	8%	3	35%	22	75%	3	50%	450	92%	66	92%	58	76%	44	14%	3	73%	79	83%	20	82%	270	58%	720
8:00 PM	25%	43	63%	189	39%	24	49%	130	5%	2	39%	24	50%	2	46%	414	92%	66	92%	58	74%	43	14%	3	74%	80	83%	20	82%	270	55%	684
9:00 PM	14%	24	44%	133	29%	18	48%	128	5%	2	26%	16	50%	2	36%	323	92%	66	92%	58	76%	44	14%	3	71%	77	83%	20	82%	268	47%	591
10:00 PM	11%	19	32%	96	19%	12	50%	133	5%	2	15%	9	0%	0	30%	271	89%	64	94%	59	79%	46	14%	3	69%	74	79%	19	81%	265	43%	536
																<b>Peak Shared Parking Demand</b>																<b>993</b>
																<b>Total Parking Supply</b>																<b>1,250</b>
																<b>Residual / (Deficit)</b>																<b>257</b>

**Table B8: Concordia University Parking Demand  
Weekend Average (April 20 and 21, 2013)**

Time	Lot A		Lot B		Lot C		Lot E		Lot H		Lot K		Lot P		Subtotal Institutional		Lot F		Lot G		Lot J		Lot M		Lot N		Lot Q		Subtotal Residential		TOTAL	
	supply = 171		supply = 299		supply = 62		supply = 265		supply = 40		supply = 62		supply = 4		supply = 903		supply = 72		supply = 63		supply = 58		supply = 22		supply = 108		supply = 24		supply = 347		supply = 1,250	
	utilization	% spaces	utilization	% spaces	utilization	% spaces	utilization	% spaces	utilization	% spaces	utilization	% spaces	utilization	% spaces	utilization	% spaces	utilization	% spaces	utilization	% spaces	utilization	% spaces	utilization	% spaces	utilization	% spaces	utilization	% spaces	utilization	% spaces	utilization	% spaces
8:00 AM	20%	35	23%	68	18%	11	38%	100	5%	2	19%	12	75%	3	25%	230	89%	64	89%	56	76%	44	23%	5	79%	85	79%	19	83%	273	40%	503
9:00 AM	25%	42	36%	107	35%	22	37%	97	8%	3	19%	12	50%	2	31%	284	89%	64	89%	56	76%	44	23%	5	81%	87	79%	19	84%	275	45%	559
10:00 AM	34%	58	44%	133	53%	33	35%	94	5%	2	24%	15	75%	3	37%	335	88%	63	83%	52	74%	43	27%	6	80%	86	79%	19	82%	269	48%	604
11:00 AM	33%	56	52%	154	61%	38	33%	87	5%	2	32%	20	50%	2	40%	359	85%	61	79%	50	71%	41	27%	6	75%	81	79%	19	79%	258	49%	617
12:00 PM	39%	66	42%	140	60%	37	32%	85	8%	3	32%	20	75%	3	39%	351	82%	59	81%	51	69%	40	27%	6	74%	80	83%	20	78%	256	49%	607
1:00 PM	33%	57	45%	135	60%	37	29%	77	8%	3	48%	30	75%	3	36%	341	86%	62	76%	48	66%	38	18%	4	65%	70	79%	19	73%	241	47%	582
2:00 PM	31%	53	44%	133	60%	37	26%	68	8%	3	45%	28	75%	3	36%	324	86%	62	78%	49	66%	38	18%	4	65%	70	79%	19	74%	242	45%	566
3:00 PM	25%	43	57%	171	77%	48	28%	73	8%	3	45%	28	125%	5	41%	370	85%	61	75%	47	71%	41	14%	3	60%	65	79%	19	72%	236	48%	606
4:00 PM	27%	47	55%	163	50%	31	28%	73	8%	3	42%	26	50%	2	38%	345	85%	61	78%	49	69%	40	14%	3	67%	72	83%	20	75%	245	47%	590
5:00 PM	18%	31	53%	158	40%	25	26%	69	8%	3	35%	22	75%	3	34%	310	89%	64	83%	52	72%	42	14%	3	61%	66	83%	20	75%	247	45%	557
6:00 PM	14%	24	35%	106	13%	8	25%	65	8%	3	23%	14	100%	4	25%	222	92%	66	83%	52	69%	40	14%	3	60%	65	79%	19	75%	245	37%	467
7:00 PM	15%	25	30%	89	23%	14	24%	64	5%	2	19%	12	75%	3	23%	208	89%	64	81%	51	72%	42	14%	3	60%	65	79%	19	74%	244	36%	452
8:00 PM	6%	11	35%	105	29%	18	26%	69	5%	2	16%	10	50%	2	24%	215	92%	66	86%	54	69%	40	14%	3	66%	71	83%	20	77%	254	38%	469
9:00 PM	7%	12	34%	103	26%	16	31%	82	5%	2	11%	7	50%	2	25%	224	92%	66	89%	56	71%	41	9%	2	66%	71	83%	20	78%	256	38%	480
10:00 PM	7%	12	30%	89	18%	11	34%	90	5%	2	8%	5	50%	2	23%	210	93%	67	89%	56	72%	42	9%	2	66%	71	83%	20	79%	258	37%	468
																<b>Peak Shared Parking Demand</b>																<b>617</b>
																<b>Total Parking Supply</b>																<b>1,250</b>
																<b>Residual / (Deficit)</b>																<b>633</b>

**Table C1: Concordia University Parking Demand  
Thursday, October 30, 2014**

Time	Lot A		Lot B		Lot C		Lot E		Lot H		Lot K		Lot P		Subtotal Institutional		Lot F		Lot G		Lot J		Lot M		Lot N		Lot Q		Subtotal Residential		TOTAL				
	supply = 171		supply = 300		supply = 61		supply = 239		supply = 37		supply = 59		supply = 4		supply = 871		supply = 71		supply = 63		supply = 59		supply = 22		supply = 108		supply = 24		supply = 347		supply = 1,218				
	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization				
%	spaces	%	spaces	%	spaces	%	spaces	%	spaces	%	spaces	%	spaces	%	spaces	%	spaces	%	spaces	%	spaces	%	spaces	%	spaces	%	spaces	%	spaces	%	spaces				
8:00 AM	8%	13	72%	216	72%	44	88%	210	16%	6	76%	45	25%	1	61%	535	94%	67	92%	58	78%	46	5%	1	92%	99	88%	21	84%	292	68%	827			
9:00 AM	10%	17	92%	277	89%	54	100%	239	41%	15	78%	46	50%	2	75%	650	94%	67	92%	58	76%	45	14%	3	94%	101	96%	23	86%	297	78%	947			
10:00 AM	18%	31	96%	287	90%	55	100%	239	43%	16	81%	48	75%	3	78%	679	94%	67	92%	58	81%	48	14%	3	89%	96	96%	23	85%	295	80%	974			
11:00 AM	42%	72	98%	293	90%	55	99%	237	57%	21	83%	49	125%	5	84%	732	94%	67	92%	58	80%	47	14%	3	91%	98	92%	22	85%	295	84%	1,027			
12:00 PM	43%	73	96%	289	90%	55	99%	237	46%	17	85%	50	125%	5	83%	726	94%	67	92%	58	83%	49	14%	3	93%	100	92%	22	86%	299	84%	1,025			
1:00 PM	36%	61	88%	265	89%	54	92%	221	49%	18	85%	50	125%	5	77%	674	96%	68	89%	56	83%	49	5%	1	85%	92	96%	23	83%	289	79%	963			
2:00 PM	44%	76	90%	270	85%	52	91%	218	46%	17	85%	50	100%	4	79%	687	94%	67	90%	57	76%	45	9%	2	90%	97	96%	23	84%	291	80%	978			
3:00 PM	37%	64	89%	268	87%	53	90%	215	46%	17	76%	45	125%	5	77%	667	94%	67	92%	58	76%	45	9%	2	85%	92	92%	22	82%	286	78%	953			
4:00 PM	36%	62	89%	268	80%	49	87%	207	38%	14	63%	37	100%	4	74%	641	89%	63	90%	57	71%	42	5%	1	74%	80	83%	20	76%	263	74%	904			
5:00 PM	26%	45	63%	189	44%	27	77%	184	16%	6	37%	22	100%	4	55%	477	85%	60	94%	59	71%	42	5%	1	74%	80	83%	20	76%	262	61%	739			
6:00 PM	30%	52	54%	163	38%	23	67%	161	16%	6	39%	23	25%	1	49%	429	83%	59	94%	59	69%	41	5%	1	67%	72	83%	20	73%	252	56%	681			
7:00 PM	34%	58	52%	157	41%	25	66%	157	8%	3	47%	28	0%	0	49%	428	87%	62	90%	57	75%	44	5%	1	65%	70	88%	21	73%	255	56%	683			
8:00 PM	34%	58	56%	169	41%	25	64%	154	5%	2	51%	30	0%	0	50%	438	86%	61	92%	58	75%	44	5%	1	70%	76	88%	21	75%	261	57%	699			
9:00 PM	15%	26	34%	101	33%	20	59%	140	3%	1	19%	11	0%	0	34%	299	83%	59	92%	58	71%	42	5%	1	71%	77	88%	21	74%	258	46%	557			
10:00 PM	5%	9	21%	64	18%	11	59%	142	3%	1	10%	6	0%	0	27%	233	83%	59	92%	58	71%	42	5%	1	71%	77	88%	21	74%	258	40%	491			
																<b>Peak Shared Parking Demand</b>		<b>1,027</b>																	
																<b>Total Parking Supply</b>		<b>1,218</b>																	
																<b>Residual / (Deficit)</b>		<b>191</b>																	

**Table C2: Concordia University Parking Demand  
Friday, October 31, 2014**

Time	Lot A		Lot B		Lot C		Lot E		Lot H		Lot K		Lot P		Subtotal Institutional		Lot F		Lot G		Lot J		Lot M		Lot N		Lot Q		Subtotal Residential		TOTAL				
	supply = 171		supply = 300		supply = 61		supply = 239		supply = 37		supply = 59		supply = 4		supply = 871		supply = 71		supply = 63		supply = 59		supply = 22		supply = 108		supply = 24		supply = 347		supply = 1,218				
	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization					
%	spaces	%	spaces	%	spaces	%	spaces	%	spaces	%	spaces	%	spaces	%	spaces	%	spaces	%	spaces	%	spaces	%	spaces	%	spaces	%	spaces	%	spaces	%	spaces				
8:00 AM	6%	11	67%	200	64%	39	86%	206	22%	8	61%	36	50%	2	58%	502	93%	66	92%	58	69%	41	9%	2	94%	102	92%	22	84%	291	65%	793			
9:00 AM	10%	17	91%	273	92%	56	93%	223	43%	16	85%	50	50%	2	73%	637	96%	68	92%	58	76%	45	14%	3	95%	103	96%	23	86%	300	77%	937			
10:00 AM	11%	19	92%	277	93%	57	93%	222	57%	21	85%	50	75%	3	75%	649	94%	67	92%	58	80%	47	14%	3	95%	103	96%	23	87%	301	78%	950			
11:00 AM	26%	44	91%	274	93%	57	94%	224	59%	22	83%	49	125%	5	77%	675	94%	67	89%	56	68%	40	14%	3	95%	103	96%	23	84%	292	79%	967			
12:00 PM	26%	44	91%	273	90%	55	95%	227	59%	22	81%	48	125%	5	77%	674	93%	66	89%	56	71%	42	14%	3	94%	102	96%	23	84%	292	79%	966			
1:00 PM	23%	40	82%	245	84%	51	80%	191	51%	19	71%	42	125%	5	68%	593	93%	66	92%	58	68%	40	14%	3	83%	90	92%	22	80%	279	72%	872			
2:00 PM	27%	46	77%	231	70%	43	69%	166	46%	17	61%	36	100%	4	62%	543	90%	64	87%	55	68%	40	9%	2	78%	84	92%	22	77%	267	67%	810			
3:00 PM	27%	47	64%	191	64%	39	63%	151	38%	14	54%	32	100%	4	55%	478	89%	63	81%	51	69%	41	5%	1	74%	80	92%	22	74%	258	60%	736			
4:00 PM	25%	42	39%	118	51%	31	47%	113	11%	4	39%	23	50%	2	38%	333	89%	63	86%	54	63%	37	5%	1	58%	63	83%	20	69%	238	47%	571			
5:00 PM	21%	36	16%	48	18%	11	44%	104	5%	2	29%	17	0%	0	25%	218	83%	59	79%	50	54%	32	5%	1	49%	53	92%	22	63%	217	36%	435			
6:00 PM	5%	8	15%	45	13%	8	41%	97	3%	1	25%	15	0%	0	20%	174	83%	59	92%	58	68%	40	5%	1	45%	49	83%	20	65%	227	33%	401			
7:00 PM	5%	8	16%	47	8%	5	37%	89	3%	1	20%	12	0%	0	19%	162	87%	62	87%	55	68%	40	5%	1	47%	51	83%	20	66%	229	32%	391			
8:00 PM	4%	6	17%	50	5%	3	36%	85	3%	1	15%	9	0%	0	18%	154	90%	64	92%	58	68%	40	5%	1	53%	57	83%	20	69%	240	32%	394			
9:00 PM	2%	4	12%	35	5%	3	34%	82	3%	1	7%	4	0%	0	15%	129	90%	64	92%	58	68%	40	5%	1	60%	65	83%	20	71%	248	31%	377			
10:00 PM	2%	4	9%	27	3%	2	33%	80	3%	1	3%	2	0%	0	13%	116	87%	62	92%	58	69%	41	5%	1	65%	70	79%	19	72%	251	30%	367			
																<b>Peak Shared Parking Demand</b>		<b>967</b>																	
																<b>Total Parking Supply</b>		<b>1,218</b>																	
																<b>Residual / (Deficit)</b>		<b>251</b>																	

**Table C3: Concordia University Parking Demand**  
Saturday, November 1, 2014

Time	Lot A		Lot B		Lot C		Lot E		Lot H		Lot K		Lot P		Subtotal Institutional		Lot F		Lot G		Lot J		Lot M		Lot N		Lot Q		Subtotal Residential		TOTAL				
	supply = 171		supply = 300		supply = 61		supply = 239		supply = 37		supply = 59		supply = 4		supply = 871		supply = 71		supply = 63		supply = 59		supply = 22		supply = 108		supply = 24		supply = 347		supply = 1,218				
	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces			
8:00 AM	12%	21	21%	63	3%	2	42%	101	3%	1	22%	13	0%	0	23%	201	87%	62	92%	58	76%	45	14%	3	94%	101	83%	20	83%	289	40%	490			
9:00 AM	23%	39	37%	110	5%	3	44%	104	3%	1	24%	14	0%	0	31%	271	92%	65	89%	56	76%	45	14%	3	94%	101	83%	20	84%	290	46%	561			
10:00 AM	29%	49	42%	126	13%	8	40%	95	3%	1	27%	16	0%	0	34%	295	90%	64	94%	59	73%	43	14%	3	93%	100	92%	22	84%	291	48%	586			
11:00 AM	30%	52	43%	128	7%	4	40%	96	3%	1	34%	20	0%	0	35%	301	92%	65	90%	57	75%	44	14%	3	93%	100	92%	22	84%	291	49%	592			
12:00 PM	25%	43	39%	118	7%	4	38%	91	3%	1	34%	20	0%	0	32%	277	92%	65	92%	58	73%	43	14%	3	86%	93	88%	21	82%	283	46%	560			
1:00 PM	26%	44	31%	93	5%	3	35%	83	3%	1	37%	22	0%	0	28%	246	92%	65	76%	48	75%	44	14%	3	69%	74	88%	21	73%	255	41%	501			
2:00 PM	22%	38	27%	81	5%	3	33%	80	3%	1	36%	21	0%	0	26%	224	83%	59	67%	42	71%	42	5%	1	65%	70	75%	18	67%	232	37%	456			
3:00 PM	13%	23	26%	78	11%	7	33%	79	3%	1	34%	20	0%	0	24%	208	87%	62	76%	48	64%	38	5%	1	62%	67	75%	18	67%	234	36%	442			
4:00 PM	7%	12	24%	73	23%	14	33%	79	3%	1	34%	20	0%	0	23%	199	90%	64	84%	53	68%	40	5%	1	56%	61	79%	19	69%	238	36%	437			
5:00 PM	4%	7	26%	77	18%	11	33%	78	3%	1	31%	18	0%	0	22%	192	92%	65	87%	55	69%	41	5%	1	56%	60	83%	20	70%	242	36%	434			
6:00 PM	4%	7	29%	88	10%	6	33%	78	3%	1	32%	19	0%	0	23%	199	92%	65	94%	59	71%	42	5%	1	58%	63	83%	20	72%	250	37%	449			
7:00 PM	4%	7	26%	78	10%	6	33%	78	3%	1	25%	15	0%	0	21%	185	90%	64	92%	58	73%	43	5%	1	59%	64	75%	18	71%	248	36%	433			
8:00 PM	4%	7	28%	84	3%	2	30%	72	3%	1	25%	15	0%	0	21%	181	87%	62	87%	55	66%	39	5%	1	59%	64	79%	19	69%	240	35%	421			
9:00 PM	2%	4	18%	53	5%	3	28%	68	3%	1	19%	11	0%	0	16%	140	89%	63	87%	55	71%	42	5%	1	55%	59	75%	18	69%	238	31%	378			
10:00 PM	2%	4	12%	35	2%	1	26%	63	3%	1	12%	7	0%	0	13%	111	90%	64	83%	52	64%	38	5%	1	55%	59	75%	18	67%	232	28%	343			
<b>Peak Shared Parking Demand</b>																<b>592</b>																			
<b>Total Parking Supply</b>																<b>1,218</b>																			
<b>Residual / (Deficit)</b>																<b>626</b>																			

**Table C4: Concordia University Parking Demand**  
Sunday, November 2, 2014

Time	Lot A		Lot B		Lot C		Lot E		Lot H		Lot K		Lot P		Subtotal Institutional		Lot F		Lot G		Lot J		Lot M		Lot N		Lot Q		Subtotal Residential		TOTAL				
	supply = 171		supply = 300		supply = 61		supply = 239		supply = 37		supply = 59		supply = 4		supply = 871		supply = 71		supply = 63		supply = 59		supply = 22		supply = 108		supply = 24		supply = 347		supply = 1,218				
	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces			
8:00 AM	9%	15	5%	16	2%	1	30%	71	3%	1	15%	9	0%	0	13%	113	92%	65	90%	57	73%	43	5%	1	70%	76	79%	19	75%	261	31%	374			
9:00 AM	15%	26	9%	26	2%	1	29%	69	3%	1	19%	11	0%	0	15%	134	77%	55	79%	50	68%	40	9%	2	67%	72	79%	19	69%	238	31%	372			
10:00 AM	23%	39	10%	30	2%	1	31%	75	3%	1	27%	16	0%	0	19%	162	72%	51	65%	41	63%	37	9%	2	67%	72	88%	21	65%	224	32%	386			
11:00 AM	24%	41	8%	24	2%	1	32%	76	3%	1	27%	16	0%	0	18%	159	65%	46	62%	39	63%	37	9%	2	67%	72	88%	21	63%	217	31%	376			
12:00 PM	23%	40	7%	20	3%	2	28%	68	3%	1	31%	18	0%	0	17%	149	59%	42	59%	37	63%	37	5%	1	63%	68	89%	21	59%	206	29%	355			
1:00 PM	23%	40	8%	23	5%	3	28%	66	3%	1	29%	17	0%	0	17%	150	83%	59	76%	48	59%	35	9%	2	67%	72	92%	22	69%	238	32%	388			
2:00 PM	23%	40	9%	27	10%	6	29%	69	3%	1	24%	14	0%	0	18%	157	80%	57	75%	47	59%	35	9%	2	67%	72	83%	20	67%	233	32%	390			
3:00 PM	12%	21	11%	32	21%	13	29%	70	3%	1	27%	16	0%	0	18%	153	79%	56	86%	54	63%	37	9%	2	66%	71	75%	18	69%	238	32%	391			
4:00 PM	8%	13	12%	36	39%	24	28%	66	3%	1	31%	18	0%	0	18%	158	86%	61	90%	57	63%	37	9%	2	65%	70	75%	18	71%	245	33%	403			
5:00 PM	5%	9	11%	33	49%	30	26%	62	3%	1	36%	21	0%	0	18%	156	87%	62	92%	58	61%	36	9%	2	65%	70	83%	20	71%	248	33%	404			
6:00 PM	4%	6	12%	37	49%	30	26%	62	3%	1	34%	20	0%	0	18%	156	89%	63	92%	58	64%	38	9%	2	64%	69	83%	20	72%	250	33%	406			
7:00 PM	2%	4	13%	39	43%	26	25%	60	3%	1	29%	17	0%	0	17%	147	90%	64	94%	59	64%	38	9%	2	65%	70	83%	20	73%	253	33%	400			
8:00 PM	2%	4	19%	56	30%	18	38%	91	0%	0	19%	11	0%	0	21%	180	89%	63	94%	59	68%	40	9%	2	65%	70	83%	20	73%	254	36%	434			
9:00 PM	2%	4	20%	61	16%	10	40%	96	0%	0	8%	5	0%	0	20%	176	89%	63	94%	59	68%	40	5%	1	67%	72	83%	20	73%	255	35%	431			
10:00 PM	2%	4	18%	55	11%	7	41%	99	0%	0	8%	5	0%	0	20%	170	90%	64	94%	59	68%	40	5%	1	67%	72	83%	20	74%	256	35%	426			
<b>Peak Shared Parking Demand</b>																<b>434</b>																			
<b>Total Parking Supply</b>																<b>1,218</b>																			
<b>Residual / (Deficit)</b>																<b>784</b>																			

**Table C5: Concordia University Parking Demand**  
Monday, November 3, 2014

Time	Lot A		Lot B		Lot C		Lot E		Lot H		Lot K		Lot P		Subtotal Institutional		Lot F		Lot G		Lot J		Lot M		Lot N		Lot Q		Subtotal Residential		TOTAL														
	supply = 171		supply = 300		supply = 61		supply = 239		supply = 37		supply = 59		supply = 4		supply = 871		supply = 71		supply = 63		supply = 59		supply = 22		supply = 108		supply = 24		supply = 347		supply = 1,218														
	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces													
8:00 AM	4%	7	69%	207	77%	47	77%	184	16%	6	76%	45	25%	1	57%	497	92%	65	94%	59	58%	34	14%	3	94%	102	88%	21	82%	284	64%	781													
9:00 AM	6%	11	93%	280	89%	54	91%	217	24%	9	80%	47	25%	1	71%	619	92%	65	94%	59	76%	45	14%	3	94%	102	88%	21	85%	295	75%	914													
10:00 AM	27%	46	96%	287	90%	55	100%	239	51%	19	85%	50	100%	4	80%	700	92%	65	94%	59	81%	48	14%	3	94%	102	88%	21	86%	298	82%	998													
11:00 AM	36%	61	95%	286	90%	55	100%	239	57%	21	86%	51	100%	4	82%	717	92%	65	94%	59	81%	48	14%	3	94%	102	92%	22	86%	299	83%	1,016													
12:00 PM	40%	69	96%	288	90%	55	99%	236	57%	21	85%	50	100%	4	83%	723	93%	66	94%	59	83%	49	14%	3	94%	102	92%	22	87%	301	84%	1,024													
1:00 PM	40%	69	87%	262	89%	54	90%	215	51%	19	76%	45	100%	4	77%	668	92%	65	89%	56	76%	45	9%	2	88%	95	88%	21	82%	284	78%	952													
2:00 PM	45%	77	88%	265	87%	53	88%	211	51%	19	71%	42	100%	4	77%	671	90%	64	89%	56	78%	46	9%	2	85%	92	88%	21	81%	281	78%	952													
3:00 PM	42%	71	75%	226	87%	53	87%	207	46%	17	58%	34	100%	4	70%	612	92%	65	94%	59	80%	47	9%	2	82%	89	88%	21	82%	283	73%	895													
4:00 PM	37%	64	74%	222	69%	42	84%	201	30%	11	53%	31	100%	4	66%	575	89%	63	94%	59	76%	45	5%	1	80%	86	83%	20	79%	274	70%	849													
5:00 PM	27%	46	64%	193	41%	25	82%	195	16%	6	47%	28	75%	3	57%	496	87%	62	92%	58	73%	43	5%	1	76%	82	75%	18	76%	264	62%	760													
6:00 PM	25%	43	66%	199	56%	34	77%	184	11%	4	42%	25	50%	2	56%	491	89%	63	92%	58	71%	42	5%	1	74%	80	83%	20	76%	264	62%	755													
7:00 PM	18%	31	60%	181	54%	33	74%	176	11%	4	41%	24	50%	2	52%	451	89%	63	92%	58	69%	41	5%	1	72%	78	83%	20	75%	261	58%	712													
8:00 PM	17%	29	59%	177	48%	29	68%	163	11%	4	36%	21	50%	2	49%	425	89%	63	90%	57	68%	40	5%	1	70%	76	83%	20	74%	257	56%	682													
9:00 PM	8%	14	38%	113	26%	16	67%	161	5%	2	20%	12	0%	0	37%	318	87%	62	94%	59	69%	41	5%	1	70%	76	83%	20	75%	259	47%	577													
10:00 PM	4%	7	30%	90	18%	11	62%	148	3%	1	19%	11	0%	0	31%	268	87%	62	94%	59	71%	42	5%	1	70%	76	79%	19	75%	259	43%	527													
<b>Peak Shared Parking Demand</b>																<b>1,024</b>																													
<b>Total Parking Supply</b>																<b>1,218</b>																													
<b>Residual / (Deficit)</b>																<b>194</b>																													

**Table C6: Concordia University Parking Demand**  
5-Day Average (Thursday, October 30, 2014 to Monday, November 3, 2014)

Time	Lot A		Lot B		Lot C		Lot E		Lot H		Lot K		Lot P		Subtotal Institutional		Lot F		Lot G		Lot J		Lot M		Lot N		Lot Q		Subtotal Residential		TOTAL														
	supply = 171		supply = 300		supply = 61		supply = 239		supply = 37		supply = 59		supply = 4		supply = 871		supply = 71		supply = 63		supply = 59		supply = 22		supply = 108		supply = 24		supply = 347		supply = 1,218														
	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces													
8:00 AM	8%	13	47%	140	44%	27	64%	154	11%	4	51%	30	25%	1	42%	369	92%	65	92%	58	71%	42	9%	2	89%	96	88%	21	82%	284	54%	653													
9:00 AM	13%	22	64%	193	56%	34	71%	170	22%	8	58%	34	25%	1	53%	462	90%	64	89%	56	75%	44	14%	3	89%	96	88%	21	82%	284	61%	746													
10:00 AM	22%	37	67%	201	57%	35	73%	174	32%	12	61%	36	50%	2	57%	497	89%	63	87%	55	76%	45	14%	3	88%	95	92%	22	82%	283	64%	780													
11:00 AM	32%	54	67%	201	56%	34	73%	174	35%	13	63%	37	75%	3	59%	516	87%	62	86%	54	73%	43	14%	3	88%	95	92%	22	80%	279	65%	795													
12:00 PM	32%	54	66%	198	56%	34	72%	172	32%	12	63%	37	75%	3	59%	510	86%	61	86%	54	75%	44	14%	3	86%	93	92%	22	80%	277	65%	787													
1:00 PM	30%	51	59%	178	54%	33	65%	155	32%	12	59%	35	75%	3	54%	467	92%	65	84%	53	73%	43	9%	2	79%	85	92%	22	78%	270	61%	737													
2:00 PM	32%	55	58%	175	51%	31	62%	149	30%	11	56%	33	50%	2	52%	456	87%	62	81%	51	71%	42	9%	2	77%	83	88%	21	75%	261	59%	717													
3:00 PM	26%	45	53%	159	54%	33	60%	144	27%	10	49%	29	75%	3	49%	423	89%	63	86%	54	71%	42	9%	2	74%	80	83%	20	75%	261	56%	684													
4:00 PM	23%	39	48%	143	52%	32	56%	133	16%	6	44%	26	50%	2	44%	381	89%	63	89%	56	68%	40	5%	1	67%	72	79%	19	72%	251	52%	632													
5:00 PM	17%	29	36%	108	34%	21	52%	125	8%	3	36%	21	25%	1	35%	308	87%	62	89%	56	66%	39	5%	1	64%	69	83%	20	71%	247	46%	555													
6:00 PM	13%	23	35%	106	33%	20	49%	116	8%	3	34%	20	25%	1	33%	289	87%	62	92%	58	69%	41	5%	1	62%	67	83%	20	72%	249	44%	538													
7:00 PM	13%	22	33%	100	31%	19	47%	112	5%	2	32%	19	0%	0	31%	274	89%	63	90%	57	69%	41	5%	1	62%	67	83%	20	72%	249	43%	523													
8:00 PM	12%	21	36%	107	25%	15	47%	113	5%	2	29%	17	0%	0	32%	275	89%	63	90%	57	69%	41	5%	1	64%	69	83%	20	72%	251	43%	526													
9:00 PM	6%	10	24%	73	16%	10	46%	109	3%	1	15%	9	0%	0	24%	212	87%	62	92%	58	69%	41	5%	1	65%	70	83%	20	73%	252	38%	464													
10:00 PM	4%	6	18%	54	10%	6	44%	106	3%	1	10%	6	0%	0	21%	179	87%	62	90%	57	69%	41	5%	1	66%	71	79%	19	72%	251	35%	430													
<b>Peak Shared Parking Demand</b>																<b>795</b>																													
<b>Total Parking Supply</b>																<b>1,218</b>																													
<b>Residual / (Deficit)</b>																<b>423</b>																													

**Table C7: Concordia University Parking Demand**  
**Weekday Average (October 30 and 31, 2014 and November 3, 2014)**

Time	Lot A	Lot B	Lot C	Lot E	Lot H	Lot K	Lot P	Subtotal Institutional	Lot F	Lot G	Lot J	Lot M	Lot N	Lot Q	Subtotal Residential	TOTAL																			
	supply = 171	supply = 300	supply = 61	supply = 239	supply = 37	supply = 59	supply = 4	supply = 871	supply = 71	supply = 63	supply = 59	supply = 22	supply = 108	supply = 24	supply = 347	supply = 1,218																			
	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization																			
% spaces	% spaces	% spaces	% spaces	% spaces	% spaces	% spaces	% spaces	% spaces	% spaces	% spaces	% spaces	% spaces	% spaces	% spaces	% spaces	% spaces																			
8:00 AM	6%	10	69%	208	70%	43	84%	200	19%	7	71%	42	25%	1	59%	511	93%	66	92%	58	68%	40	9%	2	94%	101	88%	21	83%	288	66%	799			
9:00 AM	9%	15	92%	277	90%	55	95%	226	35%	13	81%	48	50%	2	73%	636	94%	67	92%	58	76%	45	14%	3	94%	102	92%	22	86%	297	77%	933			
10:00 AM	19%	32	95%	284	92%	56	97%	233	51%	19	83%	49	75%	3	78%	676	93%	66	92%	58	81%	48	14%	3	93%	100	92%	22	86%	297	80%	973			
11:00 AM	35%	59	95%	284	92%	56	97%	233	57%	21	85%	50	125%	5	81%	708	93%	66	92%	58	76%	45	14%	3	94%	101	92%	22	85%	295	82%	1,003			
12:00 PM	36%	62	94%	283	90%	55	97%	233	54%	20	83%	49	125%	5	81%	707	93%	66	92%	58	80%	47	14%	3	94%	101	92%	22	86%	297	82%	1,004			
1:00 PM	33%	57	86%	257	87%	53	87%	209	51%	19	78%	46	125%	5	74%	646	93%	66	90%	57	76%	45	9%	2	85%	92	92%	22	82%	284	76%	930			
2:00 PM	39%	66	85%	255	80%	49	83%	198	49%	18	73%	43	100%	4	73%	633	92%	65	89%	56	75%	44	9%	2	84%	91	92%	22	81%	280	75%	913			
3:00 PM	36%	61	76%	228	79%	48	80%	191	43%	16	63%	37	100%	4	67%	585	92%	65	89%	56	75%	44	9%	2	81%	87	92%	22	80%	276	71%	861			
4:00 PM	33%	56	68%	203	67%	41	73%	174	27%	10	51%	30	75%	3	59%	517	89%	63	90%	57	69%	41	5%	1	70%	76	83%	20	74%	258	64%	775			
5:00 PM	25%	42	48%	143	34%	21	67%	161	14%	5	37%	22	50%	2	45%	396	85%	60	89%	56	66%	39	5%	1	67%	72	83%	20	71%	248	53%	644			
6:00 PM	20%	34	45%	136	36%	22	62%	147	11%	4	36%	21	25%	1	42%	365	85%	60	92%	58	69%	41	5%	1	62%	67	83%	20	71%	247	50%	612			
7:00 PM	19%	32	43%	128	34%	21	59%	141	8%	3	36%	21	25%	1	40%	347	87%	62	90%	57	71%	42	5%	1	61%	66	83%	20	71%	248	49%	595			
8:00 PM	18%	31	44%	132	31%	19	56%	134	5%	2	34%	20	25%	1	39%	339	89%	63	92%	58	69%	41	5%	1	65%	70	83%	20	73%	253	49%	592			
9:00 PM	9%	15	28%	83	21%	13	54%	128	3%	1	15%	9	0%	0	29%	249	87%	62	92%	58	69%	41	5%	1	68%	73	83%	20	73%	255	41%	504			
10:00 PM	4%	7	20%	60	13%	8	51%	123	3%	1	10%	6	0%	0	24%	205	86%	61	92%	58	71%	42	5%	1	69%	74	83%	20	74%	256	38%	461			
<b>Peak Shared Parking Demand</b>																																			<b>1,004</b>
<b>Total Parking Supply</b>																																			<b>1,218</b>
<b>Residual / (Deficit)</b>																																			<b>214</b>

**Table C8: Concordia University Parking Demand**  
**Weekend Average (November 1 and 2, 2014)**

Time	Lot A	Lot B	Lot C	Lot E	Lot H	Lot K	Lot P	Subtotal Institutional	Lot F	Lot G	Lot J	Lot M	Lot N	Lot Q	Subtotal Residential	TOTAL																			
	supply = 171	supply = 300	supply = 61	supply = 239	supply = 37	supply = 59	supply = 4	supply = 871	supply = 71	supply = 63	supply = 59	supply = 22	supply = 108	supply = 24	supply = 347	supply = 1,218																			
	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization	utilization																			
% spaces	% spaces	% spaces	% spaces	% spaces	% spaces	% spaces	% spaces	% spaces	% spaces	% spaces	% spaces	% spaces	% spaces	% spaces	% spaces	% spaces																			
8:00 AM	11%	18	13%	40	3%	2	36%	86	3%	1	19%	11	0%	0	18%	158	90%	64	92%	58	75%	44	9%	2	82%	89	83%	20	80%	277	36%	435			
9:00 AM	19%	33	23%	68	3%	2	36%	87	3%	1	22%	13	0%	0	23%	204	85%	60	84%	53	73%	43	14%	3	81%	87	83%	20	77%	266	39%	470			
10:00 AM	26%	44	26%	78	8%	5	36%	85	3%	1	27%	16	0%	0	26%	229	82%	58	79%	50	68%	40	14%	3	80%	86	92%	22	75%	259	40%	488			
11:00 AM	27%	47	25%	76	5%	3	36%	86	3%	1	31%	18	0%	0	27%	231	79%	56	76%	48	69%	41	14%	3	80%	86	92%	22	74%	256	40%	487			
12:00 PM	25%	42	23%	69	5%	3	33%	80	3%	1	32%	19	0%	0	25%	214	76%	54	76%	48	68%	40	9%	2	75%	81	88%	21	71%	246	38%	460			
1:00 PM	25%	42	19%	58	5%	3	31%	75	3%	1	34%	20	0%	0	23%	199	87%	62	76%	48	68%	40	14%	3	68%	73	92%	22	71%	248	37%	447			
2:00 PM	23%	39	18%	54	8%	5	31%	75	3%	1	31%	18	0%	0	22%	192	82%	58	71%	45	66%	39	9%	2	66%	71	79%	19	67%	234	35%	426			
3:00 PM	13%	22	18%	55	16%	10	31%	75	3%	1	31%	18	0%	0	21%	181	83%	59	81%	51	64%	38	9%	2	64%	69	75%	18	68%	237	34%	418			
4:00 PM	8%	13	18%	55	31%	19	31%	73	3%	1	32%	19	0%	0	21%	180	89%	63	87%	55	66%	39	9%	2	61%	66	79%	19	70%	244	35%	424			
5:00 PM	5%	8	18%	55	34%	21	29%	70	3%	1	34%	20	0%	0	20%	175	90%	64	90%	57	66%	39	9%	2	60%	65	83%	20	71%	247	35%	422			
6:00 PM	4%	7	21%	63	30%	18	29%	70	3%	1	34%	20	0%	0	21%	179	90%	64	94%	59	68%	40	9%	2	61%	66	83%	20	72%	251	35%	430			
7:00 PM	4%	6	20%	59	26%	16	29%	69	3%	1	27%	16	0%	0	19%	167	90%	64	94%	59	69%	41	9%	2	62%	67	79%	19	73%	252	34%	419			
8:00 PM	4%	6	23%	70	16%	10	34%	82	3%	1	22%	13	0%	0	21%	182	89%	63	92%	57	68%	40	9%	2	62%	67	83%	20	72%	249	35%	431			
9:00 PM	2%	4	19%	57	11%	7	34%	82	3%	1	14%	8	0%	0	18%	159	89%	63	90%	57	69%	41	5%	1	61%	66	79%	19	71%	247	33%	406			
10:00 PM	2%	4	15%	45	7%	4	34%	81	3%	1	10%	6	0%	0	16%	141	90%	64	89%	56	66%	39	5%	1	61%	66	79%	19	71%	245	32%	386			
<b>Peak Shared Parking Demand</b>																																			<b>488</b>
<b>Total Parking Supply</b>																																			<b>1,218</b>
<b>Residual / (Deficit)</b>																																			<b>730</b>

**Table D1: Concordia University Parking Demand  
Tuesday, April 14, 2015**

Time	Lot A		Lot B		Lot C		Lot E		Lot H		Lot K		Lot P		Subtotal Institutional	Lot F		Lot G		Lot J		Lot M		Lot N		Lot Q		Subtotal Residential	TOTAL			
	supply = 171		supply = 300		supply = 61		supply = 239		supply = 37		supply = 59		supply = 4		supply = 871	supply = 71		supply = 63		supply = 59		supply = 22		supply = 108		supply = 24		supply = 347	supply = 1,218			
	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces		
8:00 AM	6%	11	65%	195	64%	39	82%	197	16%	6	66%	39	50%	2	56%	489	89%	63	92%	58	71%	42	14%	3	93%	100	92%	22	83%	288	64%	777
9:00 AM	14%	24	97%	290	89%	54	92%	219	41%	15	85%	50	50%	2	75%	654	92%	65	92%	58	76%	45	14%	3	93%	100	92%	22	84%	293	78%	947
10:00 AM	25%	42	95%	286	95%	58	95%	227	54%	20	86%	51	100%	4	79%	688	92%	65	92%	58	83%	49	14%	3	92%	99	92%	22	85%	296	81%	984
11:00 AM	49%	84	95%	284	89%	54	96%	230	57%	21	90%	53	125%	5	84%	731	93%	66	94%	59	80%	47	14%	3	94%	102	92%	22	86%	299	85%	1,030
12:00 PM	42%	72	95%	284	92%	56	97%	232	59%	22	90%	53	125%	5	83%	724	93%	66	94%	59	78%	46	14%	3	94%	102	96%	23	86%	299	84%	1,023
1:00 PM	38%	65	94%	281	92%	56	95%	227	62%	23	85%	50	125%	5	81%	707	93%	66	94%	59	81%	48	9%	2	89%	96	88%	21	84%	292	82%	999
2:00 PM	42%	72	82%	246	92%	56	88%	211	59%	22	78%	46	100%	4	75%	657	92%	65	94%	59	80%	47	9%	2	86%	93	88%	21	83%	287	78%	944
3:00 PM	36%	62	73%	219	84%	51	83%	199	43%	16	68%	40	75%	3	68%	590	90%	64	94%	59	80%	47	9%	2	82%	89	92%	22	82%	283	72%	873
4:00 PM	33%	57	63%	188	80%	49	73%	174	27%	10	56%	33	75%	3	59%	514	87%	62	94%	59	76%	45	9%	2	75%	81	96%	23	78%	272	65%	786
5:00 PM	32%	54	57%	170	61%	37	70%	168	16%	6	44%	26	75%	3	53%	464	87%	62	94%	59	78%	46	9%	2	76%	82	92%	22	79%	273	61%	737
6:00 PM	31%	53	52%	156	34%	21	68%	163	16%	6	34%	20	50%	2	48%	421	86%	61	94%	59	78%	46	9%	2	80%	86	92%	22	80%	276	57%	697
7:00 PM	25%	43	68%	205	36%	22	63%	150	8%	3	36%	21	0%	0	51%	444	89%	63	94%	59	73%	43	9%	2	71%	77	83%	20	76%	264	58%	708
8:00 PM	17%	29	78%	235	75%	46	61%	146	8%	3	39%	23	0%	0	55%	482	92%	65	94%	59	81%	48	9%	2	75%	81	88%	21	80%	276	62%	758
9:00 PM	13%	22	67%	201	49%	30	63%	150	5%	2	15%	9	0%	0	48%	414	90%	64	94%	59	88%	52	9%	2	73%	79	92%	22	80%	278	57%	692
10:00 PM	6%	10	30%	90	34%	21	54%	129	3%	1	14%	8	0%	0	30%	259	92%	65	94%	59	85%	50	5%	1	72%	78	92%	22	79%	275	44%	534
																										<b>Peak Shared Parking Demand</b>		<b>1,030</b>				
																										<b>Total Parking Supply</b>		<b>1,218</b>				
																										<b>Residual / (Deficit)</b>		<b>188</b>				

**Table D2: Concordia University Parking Demand  
Wednesday, April 15, 2015**

Time	Lot A		Lot B		Lot C		Lot E		Lot H		Lot K		Lot P		Subtotal Institutional	Lot F		Lot G		Lot J		Lot M		Lot N		Lot Q		Subtotal Residential	TOTAL			
	supply = 171		supply = 300		supply = 61		supply = 239		supply = 37		supply = 59		supply = 4		supply = 871	supply = 71		supply = 63		supply = 59		supply = 22		supply = 108		supply = 24		supply = 347	supply = 1,218			
	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces		
8:00 AM	12%	21	58%	174	92%	56	92%	221	27%	10	78%	46	75%	3	61%	531	92%	65	92%	58	76%	45	14%	3	92%	99	92%	22	84%	292	68%	823
9:00 AM	16%	27	95%	286	95%	58	96%	230	54%	20	81%	48	75%	3	77%	672	90%	64	94%	59	81%	48	14%	3	94%	102	92%	22	86%	298	80%	970
10:00 AM	27%	47	97%	291	97%	59	100%	239	62%	23	83%	49	75%	3	82%	711	92%	65	94%	59	85%	50	14%	3	94%	102	92%	22	87%	301	83%	1,012
11:00 AM	40%	69	96%	288	95%	58	100%	239	54%	20	83%	49	75%	3	83%	726	92%	65	94%	59	86%	51	14%	3	94%	101	92%	22	87%	301	84%	1,027
12:00 PM	61%	105	97%	291	98%	60	100%	239	51%	19	85%	50	100%	4	88%	768	92%	65	94%	59	83%	49	14%	3	93%	100	88%	21	86%	297	87%	1,065
1:00 PM	63%	108	98%	293	97%	59	100%	238	54%	20	85%	50	100%	4	89%	772	92%	65	94%	59	83%	49	9%	2	94%	102	88%	21	86%	298	88%	1,070
2:00 PM	64%	109	97%	290	97%	59	100%	239	57%	21	80%	47	100%	4	88%	769	90%	64	94%	59	83%	49	5%	1	93%	100	92%	22	85%	295	87%	1,064
3:00 PM	65%	111	87%	260	74%	45	75%	180	41%	15	61%	36	50%	2	75%	649	90%	64	94%	59	83%	49	5%	1	83%	90	92%	22	82%	285	77%	934
4:00 PM	64%	109	66%	198	62%	38	75%	179	22%	8	49%	29	50%	2	65%	563	90%	64	94%	59	83%	49	9%	2	80%	86	92%	22	81%	282	69%	845
5:00 PM	62%	106	64%	191	41%	25	72%	173	24%	9	36%	21	25%	1	60%	526	90%	64	94%	59	85%	50	9%	2	72%	78	92%	22	79%	275	66%	801
6:00 PM	43%	73	69%	208	48%	29	72%	172	14%	5	31%	18	25%	1	58%	506	90%	64	94%	59	71%	42	9%	2	71%	77	83%	20	76%	264	63%	770
7:00 PM	23%	40	69%	206	67%	41	67%	160	5%	2	20%	12	50%	2	53%	463	90%	64	94%	59	78%	46	9%	2	72%	78	92%	22	78%	271	60%	734
8:00 PM	21%	36	54%	163	61%	37	66%	158	3%	1	24%	14	50%	2	47%	411	90%	64	94%	59	88%	52	9%	2	74%	80	92%	22	80%	279	57%	690
9:00 PM	15%	25	37%	110	11%	7	65%	155	3%	1	3%	2	50%	2	35%	302	90%	64	94%	59	95%	56	9%	2	74%	80	92%	22	82%	283	48%	585
10:00 PM	13%	23	24%	71	10%	6	68%	162	3%	1	5%	3	0%	0	31%	266	90%	64	94%	59	92%	54	9%	2	75%	81	92%	22	81%	282	45%	548
																										<b>Peak Shared Parking Demand</b>		<b>1,070</b>				
																										<b>Total Parking Supply</b>		<b>1,218</b>				
																										<b>Residual / (Deficit)</b>		<b>148</b>				

**Table D3: Concordia University Parking Demand  
Thursday, April 16, 2015**

Time	Lot A		Lot B		Lot C		Lot E		Lot H		Lot K		Lot P		Subtotal Institutional		Lot F		Lot G		Lot J		Lot M		Lot N		Lot Q		Subtotal Residential		TOTAL	
	supply = 171		supply = 300		supply = 61		supply = 239		supply = 37		supply = 59		supply = 4		supply = 871		supply = 71		supply = 63		supply = 59		supply = 22		supply = 108		supply = 24		supply = 347		supply = 1,218	
	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces
8:00 AM	9%	15	82%	247	82%	50	90%	215	41%	15	71%	42	50%	2	67%	586	90%	64	94%	59	69%	41	14%	3	91%	98	83%	20	82%	285	72%	871
9:00 AM	17%	29	97%	291	90%	55	97%	233	73%	27	80%	47	75%	3	79%	685	94%	67	94%	59	73%	43	14%	3	96%	104	92%	22	86%	298	81%	983
10:00 AM	25%	43	98%	294	95%	58	96%	229	81%	30	80%	47	75%	3	81%	704	94%	67	94%	59	76%	45	14%	3	96%	104	92%	22	86%	300	82%	1,004
11:00 AM	41%	70	98%	295	97%	59	100%	238	97%	36	88%	52	125%	5	87%	755	94%	67	94%	59	76%	45	14%	3	93%	100	88%	21	85%	295	86%	1,050
12:00 PM	50%	86	95%	284	93%	57	100%	239	65%	24	83%	49	125%	5	85%	744	94%	67	94%	59	71%	42	14%	3	96%	104	88%	21	85%	296	85%	1,040
1:00 PM	43%	73	95%	286	89%	54	96%	229	62%	23	75%	44	125%	5	82%	714	94%	67	94%	59	80%	47	14%	3	94%	101	96%	23	86%	300	83%	1,014
2:00 PM	40%	69	83%	248	90%	55	88%	211	68%	25	81%	48	150%	6	76%	662	94%	67	84%	53	75%	44	14%	3	88%	95	92%	22	82%	284	78%	946
3:00 PM	36%	62	80%	240	85%	52	85%	202	65%	24	68%	40	125%	5	72%	625	92%	65	86%	54	76%	45	14%	3	82%	89	88%	21	80%	277	74%	902
4:00 PM	35%	60	80%	239	74%	45	81%	193	49%	18	64%	38	125%	5	69%	598	87%	62	89%	56	78%	46	14%	3	79%	85	88%	21	79%	273	72%	871
5:00 PM	30%	52	67%	200	51%	31	79%	189	16%	6	46%	27	100%	4	58%	509	87%	62	94%	59	85%	50	9%	2	72%	78	92%	22	79%	273	64%	782
6:00 PM	25%	43	57%	171	48%	29	69%	165	16%	6	36%	21	100%	4	50%	439	86%	61	94%	59	86%	51	9%	2	69%	75	92%	22	78%	270	58%	709
7:00 PM	23%	40	69%	208	39%	24	62%	147	8%	3	31%	18	0%	0	51%	440	92%	65	94%	59	80%	47	9%	2	69%	75	96%	23	78%	271	58%	711
8:00 PM	14%	24	58%	173	38%	23	61%	145	14%	5	25%	15	0%	0	44%	385	86%	61	89%	56	83%	49	9%	2	69%	74	92%	22	76%	264	53%	649
9:00 PM	11%	19	38%	113	18%	11	56%	135	11%	4	7%	4	0%	0	33%	286	92%	65	94%	59	88%	52	9%	2	72%	78	92%	22	80%	278	46%	564
10:00 PM	4%	7	22%	65	7%	4	53%	126	8%	3	5%	3	0%	0	24%	208	89%	63	94%	59	86%	51	9%	2	72%	78	92%	22	79%	275	40%	483
<b>Peak Shared Parking Demand</b>																												<b>1,050</b>				
<b>Total Parking Supply</b>																												<b>1,218</b>				
<b>Residual / (Deficit)</b>																												<b>168</b>				

**Table D4: Concordia University Parking Demand  
Saturday, April 18, 2015**

Time	Lot A		Lot B		Lot C		Lot E		Lot H		Lot K		Lot P		Subtotal Institutional		Lot F		Lot G		Lot J		Lot M		Lot N		Lot Q		Subtotal Residential		TOTAL	
	supply = 171		supply = 300		supply = 61		supply = 239		supply = 37		supply = 59		supply = 4		supply = 871		supply = 71		supply = 63		supply = 59		supply = 22		supply = 108		supply = 24		supply = 347		supply = 1,218	
	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces
8:00 AM	18%	31	7%	20	2%	1	43%	102	5%	2	15%	9	50%	2	19%	167	85%	60	90%	57	80%	47	41%	9	100%	96%	23	85%	296	38%	463	
9:00 AM	24%	41	23%	69	3%	2	42%	100	19%	7	22%	13	50%	2	27%	234	79%	56	90%	57	69%	41	36%	8	83%	90	92%	22	79%	274	42%	508
10:00 AM	27%	46	25%	74	7%	4	41%	98	8%	3	36%	21	75%	3	29%	249	75%	53	84%	53	66%	39	23%	5	74%	80	88%	21	72%	251	41%	500
11:00 AM	42%	71	25%	76	11%	7	38%	91	3%	1	49%	29	50%	2	32%	277	66%	47	79%	50	71%	42	27%	6	76%	82	88%	21	71%	248	43%	525
12:00 PM	56%	95	27%	80	16%	10	33%	80	3%	1	42%	25	25%	1	34%	292	90%	64	83%	52	63%	37	27%	6	74%	80	88%	21	75%	260	45%	552
1:00 PM	68%	117	22%	65	13%	8	33%	80	3%	1	49%	29	50%	2	35%	302	85%	60	75%	47	80%	47	23%	5	74%	80	88%	21	75%	260	46%	562
2:00 PM	80%	136	25%	75	11%	7	31%	74	3%	1	39%	23	50%	2	37%	318	90%	64	81%	51	85%	50	14%	3	93%	100	71%	17	82%	285	50%	603
3:00 PM	77%	132	23%	70	13%	8	31%	73	3%	1	36%	21	50%	2	35%	307	92%	65	78%	49	86%	51	14%	3	85%	92	63%	15	79%	275	48%	582
4:00 PM	77%	131	16%	49	15%	9	46%	111	95%	35	36%	21	100%	4	41%	359	92%	65	90%	57	85%	50	14%	3	85%	92	96%	23	84%	290	53%	649
5:00 PM	84%	143	17%	50	16%	10	98%	235	97%	36	46%	27	125%	5	58%	506	90%	64	94%	59	80%	47	14%	3	63%	68	96%	23	76%	264	63%	770
6:00 PM	84%	144	17%	51	95%	58	95%	228	100%	37	34%	20	125%	5	62%	543	92%	65	90%	57	73%	43	14%	3	63%	68	100%	24	75%	260	66%	803
7:00 PM	96%	165	44%	132	102%	62	100%	239	103%	38	92%	54	100%	4	80%	694	92%	65	92%	58	76%	45	14%	3	69%	75	96%	23	78%	269	79%	963
8:00 PM	84%	143	68%	205	82%	50	66%	157	59%	22	80%	47	100%	4	72%	628	92%	65	92%	58	73%	43	14%	3	67%	72	92%	22	76%	263	73%	891
9:00 PM	63%	107	66%	199	49%	30	46%	111	27%	10	64%	38	100%	4	57%	499	92%	65	92%	58	81%	48	14%	3	73%	79	92%	22	79%	275	64%	774
10:00 PM	11%	19	10%	29	10%	6	24%	57	8%	3	15%	9	75%	3	14%	126	92%	65	92%	58	86%	51	14%	3	75%	81	88%	21	80%	279	33%	405
<b>Peak Shared Parking Demand</b>																												<b>963</b>				
<b>Total Parking Supply</b>																												<b>1,218</b>				
<b>Residual / (Deficit)</b>																												<b>255</b>				



**Table D5: Concordia University Parking Demand  
Sunday, April 19, 2015**

Time	Lot A		Lot B		Lot C		Lot E		Lot H		Lot K		Lot P		Subtotal Institutional		Lot F		Lot G		Lot J		Lot M		Lot N		Lot Q		Subtotal Residential		TOTAL	
	supply = 171		supply = 300		supply = 61		supply = 239		supply = 37		supply = 59		supply = 4		supply = 871		supply = 71		supply = 63		supply = 59		supply = 22		supply = 108		supply = 24		supply = 347		supply = 1,218	
	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces
8:00 AM	8%	13	5%	14	0%	0	38%	91	3%	1	17%	10	0%	0	15%	129	89%	63	90%	57	76%	45	9%	2	91%	98	79%	19	82%	284	34%	413
9:00 AM	9%	15	6%	19	0%	0	35%	84	5%	2	17%	10	0%	0	15%	130	86%	61	87%	55	76%	45	14%	3	83%	90	79%	19	79%	273	33%	403
10:00 AM	9%	15	7%	21	0%	0	32%	76	5%	2	22%	13	0%	0	15%	127	79%	56	79%	50	75%	44	14%	3	76%	82	71%	17	73%	252	31%	379
11:00 AM	11%	18	14%	43	0%	0	31%	73	8%	3	24%	14	0%	0	17%	151	82%	58	83%	52	71%	42	14%	3	78%	84	71%	17	74%	256	33%	407
12:00 PM	11%	19	16%	49	0%	0	29%	70	8%	3	29%	17	0%	0	18%	158	85%	60	84%	53	71%	42	14%	3	78%	84	83%	20	76%	262	34%	420
1:00 PM	11%	18	25%	74	5%	3	27%	64	11%	4	31%	18	25%	1	21%	182	86%	61	86%	54	76%	45	14%	3	69%	75	79%	19	74%	257	36%	439
2:00 PM	11%	18	45%	134	15%	9	24%	57	3%	1	27%	16	0%	0	27%	235	86%	61	78%	49	86%	51	14%	3	69%	75	75%	18	74%	257	40%	492
3:00 PM	10%	17	91%	274	89%	54	23%	55	14%	5	31%	18	0%	0	49%	423	90%	64	92%	58	78%	46	5%	1	67%	72	88%	21	76%	262	56%	685
4:00 PM	8%	13	96%	287	92%	56	24%	57	8%	3	34%	20	0%	0	50%	436	90%	64	94%	59	76%	45	5%	1	72%	78	83%	20	77%	267	58%	703
5:00 PM	8%	13	43%	128	16%	10	25%	59	3%	1	25%	15	75%	3	26%	229	86%	61	94%	59	73%	43	5%	1	77%	83	83%	20	77%	267	41%	496
6:00 PM	9%	15	17%	51	3%	2	21%	49	3%	1	22%	13	25%	1	15%	132	87%	62	94%	59	83%	49	5%	1	76%	82	88%	21	79%	274	33%	406
7:00 PM	9%	15	16%	49	3%	2	23%	55	3%	1	22%	13	25%	1	16%	136	85%	60	94%	59	78%	46	5%	1	81%	87	75%	18	78%	271	33%	407
8:00 PM	9%	16	13%	38	5%	3	26%	63	3%	1	15%	9	0%	0	15%	130	87%	62	94%	59	76%	45	5%	1	81%	87	75%	18	78%	272	33%	402
9:00 PM	9%	16	11%	33	5%	3	30%	72	3%	1	10%	6	0%	0	15%	131	87%	62	94%	59	86%	51	5%	1	81%	87	71%	17	80%	277	33%	408
10:00 PM	6%	11	4%	12	2%	1	33%	78	3%	1	10%	6	0%	0	13%	109	87%	62	94%	59	92%	54	5%	1	81%	87	71%	17	81%	280	32%	389
<b>Peak Shared Parking Demand</b>																												<b>703</b>				
<b>Total Parking Supply</b>																												<b>1,218</b>				
<b>Residual / (Deficit)</b>																												<b>515</b>				

**Table D6: Concordia University Parking Demand  
5-Day Average (April 14-16, 18, and 19, 2015)**

Time	Lot A		Lot B		Lot C		Lot E		Lot H		Lot K		Lot P		Subtotal Institutional		Lot F		Lot G		Lot J		Lot M		Lot N		Lot Q		Subtotal Residential		TOTAL	
	supply = 171		supply = 300		supply = 61		supply = 239		supply = 37		supply = 59		supply = 4		supply = 871		supply = 71		supply = 63		supply = 59		supply = 22		supply = 108		supply = 24		supply = 347		supply = 1,218	
	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces
8:00 AM	11%	18	43%	130	48%	29	69%	165	19%	7	49%	29	50%	2	44%	380	89%	63	92%	58	75%	44	18%	4	92%	99	88%	21	83%	289	55%	669
9:00 AM	16%	27	64%	191	56%	34	72%	173	38%	14	58%	34	50%	2	55%	475	89%	63	92%	58	75%	44	18%	4	90%	97	88%	21	83%	287	63%	762
10:00 AM	23%	39	64%	193	59%	36	73%	174	43%	16	61%	36	75%	3	57%	497	86%	61	89%	56	76%	45	14%	3	86%	93	88%	21	80%	279	64%	776
11:00 AM	36%	62	66%	197	59%	36	73%	174	43%	16	66%	39	75%	3	61%	527	86%	61	89%	56	76%	45	18%	4	87%	94	88%	21	81%	281	66%	808
12:00 PM	44%	75	66%	198	61%	37	72%	172	38%	14	66%	39	75%	3	62%	538	90%	64	89%	56	73%	43	18%	4	87%	94	88%	21	81%	282	67%	820
1:00 PM	44%	76	67%	200	59%	36	70%	168	38%	14	64%	38	75%	3	61%	535	90%	64	89%	56	80%	47	14%	3	84%	91	88%	21	81%	282	67%	817
2:00 PM	47%	81	66%	199	61%	37	66%	158	38%	14	61%	36	75%	3	61%	528	90%	64	86%	54	81%	48	9%	2	86%	93	83%	20	81%	281	66%	809
3:00 PM	45%	77	71%	213	69%	42	59%	142	32%	12	53%	31	50%	2	60%	519	90%	64	89%	56	81%	48	9%	2	80%	86	83%	20	80%	276	65%	795
4:00 PM	43%	74	64%	192	64%	39	60%	143	41%	15	47%	28	75%	3	57%	494	89%	63	92%	58	80%	47	9%	2	78%	84	92%	22	80%	276	63%	770
5:00 PM	43%	74	49%	148	38%	23	69%	165	32%	12	39%	23	75%	3	51%	448	89%	63	94%	59	80%	47	9%	2	72%	78	92%	22	78%	271	59%	719
6:00 PM	39%	66	42%	127	46%	28	65%	155	30%	11	31%	18	75%	3	47%	408	89%	63	94%	59	78%	46	9%	2	72%	78	92%	22	78%	270	56%	678
7:00 PM	36%	61	53%	160	49%	30	63%	150	24%	9	41%	24	25%	1	50%	435	89%	63	94%	59	76%	45	9%	2	72%	78	88%	21	77%	268	58%	703
8:00 PM	29%	50	54%	163	52%	32	56%	134	16%	6	37%	22	25%	1	47%	408	89%	63	92%	58	80%	47	9%	2	73%	79	88%	21	78%	270	56%	678
9:00 PM	22%	38	44%	131	26%	16	52%	125	11%	4	20%	12	25%	1	38%	327	90%	64	94%	59	88%	52	9%	2	75%	81	88%	21	80%	279	50%	606
10:00 PM	8%	14	18%	53	13%	8	46%	110	5%	2	10%	6	25%	1	22%	194	90%	64	94%	59	88%	52	9%	2	75%	81	88%	21	80%	279	39%	473
<b>Peak Shared Parking Demand</b>																												<b>820</b>				
<b>Total Parking Supply</b>																												<b>1,218</b>				
<b>Residual / (Deficit)</b>																												<b>398</b>				

**Table D7: Concordia University Parking Demand  
Weekday Average (April 14-16, 2015)**

Time	Lot A		Lot B		Lot C		Lot E		Lot H		Lot K		Lot P		Subtotal Institutional		Lot F		Lot G		Lot J		Lot M		Lot N		Lot Q		Subtotal Residential		TOTAL	
	supply = 171		supply = 300		supply = 61		supply = 239		supply = 37		supply = 59		supply = 4		supply = 871		supply = 71		supply = 63		supply = 59		supply = 22		supply = 108		supply = 24		supply = 347		supply = 1,218	
	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces
8:00 AM	9%	16	68%	205	79%	48	88%	211	27%	10	71%	42	50%	2	62%	534	90%	64	92%	58	73%	43	14%	3	92%	99	88%	21	83%	288	67%	822
9:00 AM	16%	27	96%	289	92%	56	95%	227	57%	21	81%	48	75%	3	77%	671	92%	65	94%	59	76%	45	14%	3	94%	102	92%	22	85%	296	79%	967
10:00 AM	26%	44	97%	290	95%	58	97%	232	65%	24	83%	49	75%	3	81%	700	93%	66	94%	59	81%	48	14%	3	94%	102	92%	22	86%	300	82%	1,000
11:00 AM	43%	74	96%	289	93%	57	99%	236	70%	26	86%	51	100%	4	85%	737	93%	66	94%	59	81%	48	14%	3	94%	101	92%	22	86%	299	85%	1,036
12:00 PM	51%	88	95%	286	95%	58	99%	237	59%	22	86%	51	125%	5	86%	747	93%	66	94%	59	78%	46	14%	3	94%	102	92%	22	86%	298	86%	1,045
1:00 PM	48%	82	96%	287	92%	56	97%	231	59%	22	81%	48	125%	5	84%	731	93%	66	94%	59	81%	48	9%	2	93%	100	92%	22	86%	297	84%	1,028
2:00 PM	49%	83	87%	261	93%	57	92%	220	62%	23	80%	47	125%	5	80%	696	92%	65	90%	57	80%	47	9%	2	89%	96	92%	22	83%	289	81%	985
3:00 PM	46%	78	80%	240	80%	49	81%	194	49%	18	66%	39	75%	3	72%	621	90%	64	90%	57	80%	47	9%	2	82%	89	92%	22	81%	281	74%	902
4:00 PM	44%	75	69%	208	72%	44	76%	182	32%	12	56%	33	75%	3	64%	557	89%	63	92%	58	80%	47	9%	2	78%	84	92%	22	80%	276	68%	833
5:00 PM	42%	71	62%	187	51%	31	74%	177	19%	7	42%	25	75%	3	58%	501	89%	63	94%	59	83%	49	9%	2	73%	79	92%	22	79%	274	64%	775
6:00 PM	33%	56	59%	178	43%	26	70%	167	16%	6	34%	20	50%	2	52%	455	87%	62	94%	59	78%	46	9%	2	73%	79	88%	21	78%	269	59%	724
7:00 PM	24%	41	69%	206	48%	29	64%	152	8%	3	29%	17	25%	1	52%	449	90%	64	94%	59	76%	45	9%	2	71%	77	92%	22	78%	269	59%	718
8:00 PM	18%	30	63%	190	57%	35	63%	150	8%	3	29%	17	25%	1	49%	426	89%	63	92%	58	85%	50	9%	2	72%	78	92%	22	79%	273	57%	699
9:00 PM	13%	22	47%	141	26%	16	62%	147	5%	2	8%	5	25%	1	39%	334	90%	64	94%	59	90%	53	9%	2	73%	79	92%	22	80%	279	50%	613
10:00 PM	8%	13	25%	75	16%	10	58%	139	5%	2	8%	5	0%	0	28%	244	90%	64	94%	59	88%	52	9%	2	73%	79	92%	22	80%	278	43%	522
																<i>Peak Shared Parking Demand</i>																1,045
																<i>Total Parking Supply</i>																1,194
																<i>Residual / (Deficit)</i>																149

**Table D8: Concordia University Parking Demand  
Weekend Average (April 18 and 19, 2015)**

Time	Lot A		Lot B		Lot C		Lot E		Lot H		Lot K		Lot P		Subtotal Institutional		Lot F		Lot G		Lot J		Lot M		Lot N		Lot Q		Subtotal Residential		TOTAL	
	supply = 171		supply = 300		supply = 61		supply = 239		supply = 37		supply = 59		supply = 4		supply = 871		supply = 71		supply = 63		supply = 59		supply = 22		supply = 108		supply = 24		supply = 347		supply = 1,218	
	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces	utilization	spaces
8:00 AM	13%	22	6%	17	2%	1	41%	97	5%	2	17%	10	25%	1	17%	150	87%	62	90%	57	78%	46	27%	6	92%	99	88%	21	84%	291	36%	441
9:00 AM	16%	28	15%	44	2%	1	38%	92	14%	5	20%	12	25%	1	21%	183	83%	59	89%	56	73%	43	27%	6	83%	90	88%	21	79%	275	38%	458
10:00 AM	18%	31	16%	48	3%	2	36%	87	8%	3	29%	17	50%	2	22%	190	77%	55	83%	52	71%	42	18%	4	75%	81	79%	19	73%	253	36%	443
11:00 AM	26%	45	20%	60	7%	4	34%	82	5%	2	37%	22	25%	1	25%	216	75%	53	81%	51	71%	42	23%	5	77%	83	79%	19	73%	253	39%	469
12:00 PM	33%	57	22%	65	8%	5	31%	75	5%	2	36%	21	25%	1	26%	226	87%	62	84%	53	68%	40	23%	5	76%	82	88%	21	76%	263	40%	489
1:00 PM	40%	68	23%	70	10%	6	30%	72	8%	3	41%	24	50%	2	28%	245	86%	61	81%	51	78%	46	18%	4	72%	78	83%	20	75%	260	41%	505
2:00 PM	45%	77	35%	105	13%	8	28%	66	3%	1	34%	20	25%	1	32%	278	89%	63	79%	50	86%	51	14%	3	81%	88	75%	18	79%	273	45%	551
3:00 PM	44%	75	57%	172	51%	31	27%	64	8%	3	34%	20	25%	1	42%	366	92%	65	86%	54	83%	49	9%	2	76%	82	75%	18	78%	270	52%	636
4:00 PM	42%	72	56%	168	54%	33	35%	84	51%	19	36%	21	50%	2	46%	399	92%	65	92%	58	81%	48	9%	2	79%	85	92%	22	81%	280	56%	679
5:00 PM	46%	78	30%	89	16%	10	62%	147	51%	19	36%	21	100%	4	42%	368	89%	63	94%	59	76%	45	9%	2	70%	76	92%	22	77%	267	52%	635
6:00 PM	47%	80	17%	51	49%	30	58%	139	51%	19	29%	17	75%	3	39%	339	90%	64	92%	58	78%	46	9%	2	69%	75	96%	23	77%	268	50%	607
7:00 PM	53%	90	30%	91	52%	32	62%	147	54%	20	58%	34	75%	3	48%	417	89%	63	94%	59	78%	46	9%	2	75%	81	88%	21	78%	272	57%	689
8:00 PM	47%	80	41%	122	44%	27	46%	110	32%	12	47%	28	50%	2	44%	381	90%	64	94%	59	75%	44	9%	2	74%	80	83%	20	78%	269	53%	650
9:00 PM	36%	62	39%	116	28%	17	38%	92	16%	6	37%	22	50%	2	37%	317	90%	64	94%	59	85%	50	9%	2	77%	83	83%	20	80%	278	49%	595
10:00 PM	9%	15	7%	21	7%	4	28%	68	5%	2	14%	8	50%	2	14%	120	90%	64	94%	59	90%	53	9%	2	78%	84	79%	19	81%	281	33%	401
																<i>Peak Shared Parking Demand</i>																689
																<i>Total Parking Supply</i>																1,194
																<i>Residual / (Deficit)</i>																505

**Table E: Construction Phasing Summary - Parking**

Phase	Building	Loss	Gain	Lot	Loss	Gain	Parking Demand <sup>1</sup>	Parking Buffer
1	F1: Music, Worship, and Theology	-	38,550	H	37	34	1,162	215
	Keck Astronomy Center	-	NIC	E	239	243		
				A	171	329		
	<i>Total Institutional SF</i>	<i>282,121</i>		<i>Total Spaces</i>	<i>1,377</i>			
2	F13: CU Center Addition	-	3,300				1,186	191
	F10: Field Restroom and Lockers	-	6,730					
	<i>Total Institutional SF</i>	<i>292,151</i>		<i>Total Spaces</i>	<i>1,377</i>			
3	12: Administration	18,000	-	Lot K at Building 12	7	-	1,367	51
	13: Chi Alpha Conversion to Admin	13,905	-	Lot S (West)	-	9		
	18: Student Services Admin	2,900	-	Lot K at Building 13	25	-		
	19: Hallerberg Hall	6,544	-	Lot S (East)	-	59		
	20: Performance Arts Annex	2,411	-	A	329	366		
	Tennis Courts (4)	N/A	-	F	71	63		
	F3: Science	-	49,000	G	63	60		
	F4: Student Union Addition	-	8,500	Q	24	-		
	Student Union Plaza	-	N/A	U	-	3		
	F7: Residence Hall (74 Units)	-	NIC					
	Tennis Court Deck	-	NIC					
	F6: Pool Service and Restroom	-	2,800					
<i>Total Institutional SF</i>	<i>308,691</i>		<i>Total Spaces</i>	<i>1,418</i>				
4	14: Chi Beta Conversion to Admin	13,905	-	K	27	-	1,397	39
	11: Founder's Hall	13,566	-	T	-	66		
	F2: Alumni, Arts, and Advancement	-	40,000	C	61	40		
	<i>Total Institutional SF</i>	<i>321,220</i>		<i>Total Spaces</i>	<i>1,436</i>			

<sup>1</sup> Parking Demand after construction is based on the ISF and/or DU constructed in the phase.

NIC = Not Included in Institutional SF

## Spring Break – 2016 - Events Action Plan

### Events Timeline

<b>2/29/2016 – Monday</b>				
<b>Event</b>	<b>Time</b>	<b>Location</b>	<b>Parking</b>	<b>Number</b>
Senior Fest	0830-1500	Mid Campus	Main Lot	220+
<b>3/1/2016 – Tuesday</b>				
Luth. Schools Choral Rehearsal	0800-1430	CU Center/Mus	Main lot	N/A
Lutheran Schools Festival	1430-1600	CU Center	Main Lot	300
Boy Scouts of America Dinner	1700-2100	Student Union	Main Lot	120-150
<b>3/2/2016 – Wednesday</b>				
Concordia Challenge – 2016	0830-2130	All campus	East, Main	100
PacWest Practice Games	1200-1800	Gym	Drop-off Sigma	20
St. Paul's Lenten Service	1900-2000	GSC	F/S Lot	60-80 approx.
Irvine High School Concert	1900-2200	CU Center	Main Lot, West Lot	200
<b>3/3/2016 –Thursday</b>				
PacWest Practice Games	0830-1200	Gym	Drop-off Sigma	20
Concordia Challenge – 2016	0800-2130	All campus	East, Main	1500
PacWest Tournament Game 1	1230-1430	Gym	Main, West	N/A
PacWest Tournament Game 2	1445-1645	Gym	Main, West	N/A
PacWest Tournament Game 3	1700-1900	Gym	Main, West	N/A
The Eagle Baseball Club	1500-1700	Baseball Field	West Lot	20
PacWest Tournament Game 4	1900-2100	Gym	Main, West	N/A
Alumni Handbell Rehearsal	1900-2100	CU 105	Main Lot/F/S Lot	15
<b>3/4/2016 –Friday</b>				
PacWest Shoot-A-Around	0830-1200	Gym	Drop-off Sigma	20
Concordia Challenge – 2016	0800-2130	All campus	East, Main	1500
PacWest Tournament Game 1	1230-1430	Gym	Main, West	N/A
PacWest Tournament Game 2	1445-1645	Gym	Main, West	N/A
PacWest Tournament Game 3	1700-1900	Gym	Main, West	N/A
PacWest Tournament Game 4	1900-2100	Gym	Main, West	N/A
District Youth Gathering (DYG)	1800-2200	CU Center	Setup – Mid Campus	30
<b>3/5/2016 –Saturday</b>				
District Youth Gathering (DYG)	0800-2200	CU Center	F/S Lot (reserve)	150 – 60-80 Vehicles
PacWest Shoot-A-Around	0800-1200	Gym	Drop-off Sigma	20
Concordia Challenge – 2016	0800-1730	All campus	East, Main	1500
PacWest Tournament Game 1	1400-1600	Gym	Main, West	N/A
PacWest Tournament Game 2	1630-1830	Gym	Main, West	N/A
<b>3/6/2016 –Sunday</b>				
Jr. High District Youth Gathering	0700-1200	CU Center	F/S Lot (reserve)	150 – 60-80 Vehicles
CUI ID Soccer Camp	0830-1230	Soccer Field	Rho Lot	30 attendees
Baseball Double-header	1100-1500	Baseball Field	West Lot	N/A
AGO Study Grant Auditions	1500-1700	CU Center	Main Lot	12-15 people

**General Instructions**(please review carefully)

- **Come fifteen minutes early to check out all equipment (radios, shoulder mics, vests, traffic wands, cart keys, etc.) through switchboard.**
- **Concordia Challenge notes:**
  - Contacts: Craig Smith (714) 745-0403; Konrad Hack (949) 444-1204
  - Only the above persons are permitted to request a key assist.
  - Concordia Challenge will be renting several gas-powered six-passenger carts and will park them in motorcycle parking in the Rho Lot.
  - For all injuries/medical events involving any of the participants, please contact one of the contacts to assist locating persons/family members.
- **PacWest Tournament Notes:**
  - Team drop off is in front of Sigma
  - Game official will be permitted to park behind the gym
  - StaffPro will be providing event security during the game. They will park in the Rho Lot.
  - Team buses/vans have been permitted to park in the District Lot loading area.
- **District Youth Gathering:**
  - Takes place Saturday and Sunday
  - Contacts: Dave Rueter (949) 751-8819; Timothy Pothoff (949)351-6821
  - Set up will begin in the evening around 1800 hours on Friday, and they will need access to CU Center. Event starts on Saturday morning.
- **Keep radio traffic to a minimum.** Only communicate essential information. Patrol will handle all key assists and service requests.
- **Gatehouse Attendants**
  - Waive passes and lock up entry and exit gates when traffic is busy
  - Inform guests that lot attendants will direct them to their location
  - Keep traffic flowing
  - Gate 1- make sure directions to 405 are set up behind the gatehouse
  - Any recreational vehicles that take up more than one parking space are not permitted on campus for the Concordia Challenge event or any other event from **Wednesday** through **Saturday**. This includes trailers. They have been notified. Please advise them to park off-site. No persons are allowed to stay on campus overnight.
- **Watch 3 and Watch 1**
  - We will have “No Event Parking” signs at the entrance of the neighborhood streets. Pull the signs off to the side in the evening around 2000 hours after the events and put them back in place in the mornings around 0600.
  - Reserve 10 spaces for additional handicapped parking on Wednesday night.
  - A list of rooms that Concordia Challenge are permitted to use is located in the jogger. Those rooms will need to be unlocked by 6 AM.
- **Campus Safety/Community Service Officers**
  - Only enforce red zone and handicapped violations from 3/2/2015-3/6/2015 when necessary.
- **Traffic/Parking Management**
  - Wear a traffic vest and keep a radio and traffic wand handy.
  - We will be reserving 10 spaces for additional handicapped parking on Thursday, Friday, and Saturday.

<b>Action Plan: 3/2/2016 – Wednesday</b>	
<b>Patrol</b>	<b>S2</b> – Todd De Voe; <b>S3</b> – Aaron Justice 1630 – Close off faculty/staff lot for St. Paul’s Lenten Service as staff leave for the day.
<b>0630-0700</b>	Quick Briefing
<b>0700-0930</b>	Concordia Challenge Early Morning Traffic <ul style="list-style-type: none"> <li>• Ascension – <b>Maria</b>: Allow Ascension traffic to exit and enter as Concordia Challenge guests arrive.</li> <li>• Dorm Rd. – <b>Steven</b>: Direct Concordia Challenge traffic into East Lot.</li> <li>• East Lot. – <b>Jess</b>: Stay posted at the entrance of the East Lot. Make sure pedestrians cross Concordia West away from incoming vehicles.</li> <li>• Mid Campus – <b>Liz</b>: Maintain presence at mid campus.</li> </ul>
<b>0930-1530</b>	Concordia Challenge and Pac/West Practice Events – Mid Day <ul style="list-style-type: none"> <li>• Dorm Rd. – <b>Steven</b>: Direct Pac/West team drop-off up Dorm Rd. Persons with fac/staff or student decals will be permitted up Dorm Rd.</li> <li>• Sigma (Team Parking @ <b>1200</b> hours) – <b>Tom</b>: Team Vans can park for 55 min. in Sigma fire lanes. Buses can park at the PSWD Office loading area. Team vehicles will exit through UQ Lot. <ul style="list-style-type: none"> <li>○ <b>Jessica</b>: Assist Tom with directing team vehicles.</li> </ul> </li> <li>• Mid Campus – <b>Liz</b>: Maintain presence at mid campus.</li> <li>• Roving – <b>Maria</b>: Assist with breaks.</li> </ul>
<b>1530-1700</b>	Concordia Challenge and Pac/West Practice Events – Late Afternoon <ul style="list-style-type: none"> <li>• Dorm Rd. – <b>Steven</b>: Direct Pac/West team drop-off up Dorm Rd. Persons with fac/staff or student decals will be permitted up Dorm Rd.</li> <li>• Sigma (Team Parking) – <b>Tom</b>: Team Vans can park for 55 min. in Sigma fire lanes. Buses can park at the PSWD Office loading area. Team vehicles will exit through UQ Lot. <ul style="list-style-type: none"> <li>○ <b>Jonathan</b>: Assist Tom with directing team vehicles.</li> </ul> </li> <li>• Mid Campus – <b>Liz</b>: Maintain presence at mid campus. <ul style="list-style-type: none"> <li>○ 1700-1800 – <b>Jonathan</b>: Maintain presence at mid campus.</li> </ul> </li> </ul>
<b>1800-1930</b>	Irvine High School Concert and St. Paul’s Lenten Service Arrival and Event <ul style="list-style-type: none"> <li>• Ascension – <b>Aaron</b>: Keep an eye on Ascension and allow traffic to exit and enter as concert traffic exits campus.</li> <li>• F/S Lot – <b>Jonathan</b>: Remove cones and screen entry.</li> <li>• Main Lot – <b>Andrew</b>: Keep an eye on the parking situation in the Main Lot. We may need to direct traffic to the West Lot if it fills. As lot fills, put up “Lot Full” signs.</li> </ul>
<b>1930-2130</b>	Concordia Challenge Event – Evening <ul style="list-style-type: none"> <li>• Mid Campus – <b>Jonathan</b>: Maintain presence at mid campus. Help direct people.</li> </ul>
<b>2130-2200</b>	Irvine High School Concert – Departure <ul style="list-style-type: none"> <li>• Ascension – <b>Aaron</b>: Keep an eye on Ascension and allow traffic to exit and enter as concert traffic exits campus.</li> </ul>

<b>Action Plan: 3/3/2016 – Thursday</b>	
<b>Patrol</b>	<b>S2</b> – Greg Reiland; <b>S3</b> – Aaron Justice
<b>0630-0700</b>	Quick Briefing
<b>0700-0930</b>	<p>Concordia Challenge and Pac/West Practice Early Morning Traffic</p> <ul style="list-style-type: none"> <li>• Ascension – <b>Maria</b>: Allow Ascension traffic to exit and enter as Concordia Challenge guests arrive.</li> <li>• Dorm Rd. – <b>Todd</b>: Direct Concordia Challenge traffic into East Lot.</li> <li>• East Lot. – <b>Steven</b>: Stay posted at the entrance of the East Lot. Make sure pedestrians cross Concordia West away from incoming vehicles.</li> <li>• Mid Campus – <b>Liz</b>: Maintain presence at mid campus.</li> <li>• Sigma (Team Parking @ <b>0830</b> hours) – <b>Tom</b>: Team Vans can park for 55 min. in Sigma fire lanes. Buses can park at the PSWD Office loading area. Team vehicles will exit through UQ Lot. <ul style="list-style-type: none"> <li>○ <b>Jessica</b>: Assist Tom with directing team vehicles.</li> </ul> </li> </ul>
<b>0930-1130</b>	<p>Concordia Challenge and Pac/West Practice Events – Late morning</p> <ul style="list-style-type: none"> <li>• Dorm Rd. – <b>Todd</b>: Direct Pac/West team drop-off up Dorm Rd. Persons with fac/staff or student decals will be permitted up Dorm Rd.</li> <li>• Sigma (Team Parking) – <b>Tom</b> <ul style="list-style-type: none"> <li>○ <b>Jessica</b>: Assist Tom with directing team vehicles.</li> </ul> </li> <li>• Mid Campus – <b>Liz</b></li> <li>• Roving – <b>Maria</b> and <b>Steven</b>: Assist with breaks.</li> </ul>
<p><b>Game 1 Positions</b> <b>1130-1300</b></p> <p><b>Game 2 Positions</b> <b>1345-1515</b></p>	<p>Pac/West Tournament Game Positions Game 1 and 2</p> <ul style="list-style-type: none"> <li>• Dorm Rd. – <b>Todd</b>: Bands and cheerleaders unload in the Main Lot.</li> <li>• Sigma (Team Parking) – <b>Tom</b>: Staff pro will assist directing team buses and vans at the entrance of LQ Lot and in front of Sigma.</li> <li>• Lots – <b>Liz</b> and <b>Zach</b>: – Direct Pac/West tournament game 1 traffic (1) Main Lot, (2) West Lot. Assess parking availability. Buses for cheerleaders and bands unload at and park in back of Main Lot.</li> <li>• Mid Campus – <b>Jessica</b>: Maintain presence at mid campus.</li> <li>• Roving – <b>Steven</b> and <b>Maria</b>: Assist with breaks.</li> </ul>
<p><b>Game 3 Positions</b> <b>1600-1730</b></p> <p><b>Game 4 Positions</b> <b>1815-1945</b></p>	<p>Pac/West Tournament Game Positions Game 3 and 4</p> <ul style="list-style-type: none"> <li>• Ascension – <b>Don</b>: 1630-1730 - Keep an eye on Ascension and allow traffic to exit and enter as game traffic exits campus.</li> <li>• Dorm Rd. – <b>Todd</b>: Bands and cheerleaders unload in the Main Lot. Direct Alumni Handbell Rehearsal attendees to F/S Lot and Main Lot for parking.</li> <li>• Sigma (Team Parking) – <b>Tom</b>: Staff pro will assist directing team buses and vans at the entrance of LQ Lot and in front of Sigma.</li> <li>• Lots – <b>Andrew</b> and <b>Carlos</b>: – Direct Pac/West tournament game 1 traffic (1) Main Lot, (2) West Lot. Assess parking availability. Buses for cheerleaders and bands unload at and park in back of Main Lot.</li> <li>• Mid Campus – <b>Brianna</b> (1530-2200): Maintain presence at mid campus.</li> <li>• Roving – <b>Steven</b>: Assist with breaks.</li> </ul>
<b>2100-2200</b>	<p>Pac/West Game 4 – Departure</p> <ul style="list-style-type: none"> <li>• Ascension – <b>Don</b>: As game traffic exits, keep an eye on Ascension and allow traffic to exit and enter as game traffic exits campus.</li> <li>• Sigma (Team Parking) – <b>Tom</b>: Team loading and departure.</li> <li>• Lots – <b>Andrew</b>, <b>Steven</b>, and <b>Carlos</b>: If lots fill, we may have to divide parking in Main Lot and send south Main Lot and West Lot through Turtle Rock exit.</li> </ul>

<b>Action Plan: 3/4/2016 – Friday</b>	
<b>Patrol</b>	<b>S2</b> – Greg Reiland; <b>S3</b> – Aaron Justice
<b>0630-0700</b>	Quick Briefing
<b>0700-0930</b>	<p>Concordia Challenge and Pac/West Practice Early Morning Traffic</p> <ul style="list-style-type: none"> <li>• Ascension – <b>Maria</b>: Allow Ascension traffic to exit and enter as Concordia Challenge guests arrive.</li> <li>• Dorm Rd. – <b>Todd</b>: Direct Concordia Challenge traffic into East Lot.</li> <li>• East Lot. – <b>Steven</b>: Stay posted at the entrance of the East Lot. Make sure pedestrians cross Concordia West away from incoming vehicles.</li> <li>• Mid Campus – <b>Liz</b>: Maintain presence at mid campus.</li> <li>• Sigma (Team Parking @ <b>0830</b> hours) – <b>Tom</b>: Team Vans can park for 55 min. in Sigma fire lanes. Buses can park at the PSWD Office loading area. Team vehicles will exit through UQ Lot. <ul style="list-style-type: none"> <li>○ <b>Jessica</b>: Assist Tom with directing team vehicles.</li> </ul> </li> </ul>
<b>0930-1130</b>	<p>Concordia Challenge and Pac/West Practice Events – Late morning</p> <ul style="list-style-type: none"> <li>• Dorm Rd. – <b>Todd</b>: Direct Pac/West team drop-off up Dorm Rd. Persons with fac/staff or student decals will be permitted up Dorm Rd.</li> <li>• Sigma (Team Parking) – <b>Tom</b> <ul style="list-style-type: none"> <li>○ <b>Jessica</b>: Assist Tom with directing team vehicles.</li> </ul> </li> <li>• Mid Campus – <b>Liz</b></li> <li>• Roving – <b>Maria</b> and <b>Steven</b>: Assist with breaks.</li> </ul>
<p><b>Game 1 Positions</b> <b>1130-1300</b></p> <p><b>Game 2 Positions</b> <b>1345-1515</b></p>	<p>Pac/West Tournament Game Positions Game 1 and 2</p> <ul style="list-style-type: none"> <li>• Dorm Rd. – <b>Todd</b>: Bands and cheerleaders unload in the Main Lot.</li> <li>• Sigma (Team Parking) – <b>Tom</b>: Staff pro will assist directing team buses and vans at the entrance of LQ Lot and in front of Sigma.</li> <li>• Lots – <b>Liz</b> and <b>Jonathan</b>: – Direct Pac/West tournament game 1 traffic (1) Main Lot, (2) West Lot. Assess parking availability. Buses for cheerleaders and bands unload at and park in back of Main Lot.</li> <li>• Mid Campus – <b>Jessica</b>: Maintain presence at mid campus.</li> <li>• Roving – <b>Steven</b> and <b>Maria</b>: Assist with breaks.</li> </ul>
<p><b>Game 3 Positions</b> <b>1600-1730</b></p> <p><b>Game 4 Positions</b> <b>1815-1945</b></p>	<p>Pac/West Tournament Game Positions Game 3 and 4</p> <ul style="list-style-type: none"> <li>• Ascension – <b>Don</b>: 1630-1730 - Keep an eye on Ascension and allow traffic to exit and enter as game traffic exits campus.</li> <li>• Dorm Rd. – <b>Todd</b>: Bands and cheerleaders unload in the Main Lot. Direct DYG Setup to Mid Campus. West fire lane gate will need to be opened. Let patrol know.</li> <li>• Sigma (Team Parking) – <b>Tom</b>: Staff pro will assist directing team buses and vans at the entrance of LQ Lot and in front of Sigma.</li> <li>• Lots – <b>Andrew</b> and <b>Carlos</b>: – Direct Pac/West tournament game 1 traffic (1) Main Lot, (2) West Lot. Assess parking availability. Buses for cheerleaders and bands unload at and park in back of Main Lot. DYG may need to unload some items at the Main Lot.</li> <li>• Mid Campus – <b>Zach</b> (1530-2200): Maintain presence at mid campus. DYG will be setting up at Mid Campus.</li> <li>• Roving – <b>Steven</b>: Assist with breaks.</li> </ul>
<b>2100-2200</b>	<p>Pac/West Game 4 – Departure</p> <ul style="list-style-type: none"> <li>• Ascension – <b>Don</b>: As game traffic exits, keep an eye on Ascension and allow traffic to exit and enter as game traffic exits campus.</li> <li>• Sigma (Team Parking) – <b>Tom</b>: Team loading and departure.</li> <li>• Lots – <b>Andrew, Steven, and Carlos</b>: If lots fill, we may have to divide parking in Main Lot and send south Main Lot and West Lot through Turtle Rock exit.</li> </ul>



<b>Action Plan: 3/5/2016 – Saturday</b>	
<b>Patrol</b>	<b>S2</b> – Greg Reiland; <b>S3</b> – Aaron Justice <b>Watch 1</b> - Reserve Faculty/Staff lot for District Youth Gathering by 0600.
<b>0630-0700</b>	Quick Briefing
<b>0700-0930</b>	Concordia Challenge, Pac/West Practice, and District Youth Gathering (DYG) Traffic <ul style="list-style-type: none"> <li>• Ascension – <b>Steven</b>: Allow Ascension traffic to exit and enter as Concordia Challenge guests arrive.</li> <li>• Dorm Rd. – <b>Todd</b>: Direct Concordia Challenge traffic into East Lot. Direct DYG to F/S Lot.</li> <li>• East Lot. –<b>Jessica</b>: Stay posted at the entrance of the East Lot. Make sure pedestrians cross Concordia West away from incoming vehicles.</li> <li>• Mid Campus – <b>Liz</b>: Maintain presence at mid campus.</li> <li>• Sigma (Team Parking) – <b>Tom</b>: Team Vans can park for 55 min. in Sigma fire lanes. Buses can park at the PSWD Office loading area. Team vehicles will exit through UQ Lot. <ul style="list-style-type: none"> <li>○ <b>Jonathan</b>: Assist Tom with directing team vehicles.</li> </ul> </li> <li>• F/S Lot – <b>Carlos</b>: – Remove cones for and screen traffic for DYG only as vehicles come in.</li> </ul>
<b>0930-1200</b>	Concordia Challenge and Pac/West Practice Events – Late morning <ul style="list-style-type: none"> <li>• Dorm Rd. – <b>Todd</b>: Direct Pac/West team drop-off up Dorm Rd. Persons with fac/staff or student decals will be permitted up Dorm Rd.</li> <li>• Sigma (Team Parking) – <b>Tom</b> <ul style="list-style-type: none"> <li>○ <b>Jonathan</b>: Assist Tom with directing team vehicles.</li> </ul> </li> <li>• Mid Campus – <b>Liz</b></li> <li>• F/S Lot – <b>Carlos</b>: – Remove cones for and screen traffic for District youth gathering only as vehicles come in.</li> <li>• Roving – <b>Steven</b>: Assist with breaks.</li> </ul>
<b>1200-1300</b>	Lunch
<b>Game 1 Positions 1300-1430</b>	Pac/West Tournament Game Positions Game 1 <ul style="list-style-type: none"> <li>• Ascension – <b>Don</b>: – Keep an eye on Ascension and allow traffic to exit and enter as game traffic exits campus.</li> <li>• Dorm Rd. – <b>Todd</b>: Bands and cheerleaders unload in the Main Lot.</li> <li>• Sigma (Team Parking) – <b>Tom</b>: Staff pro will assist directing team buses and vans at the entrance of LQ Lot and in front of Sigma.</li> <li>• Lots – <b>Liz, Andrew</b> and <b>Kieu</b>: – Direct Pac/West tournament game 1 traffic (1) Main Lot, (2) West Lot. Assess parking availability. Buses for cheerleaders and bands unload at and park in back of Main Lot.</li> <li>• Mid Campus – <b>Jessica</b>: Maintain presence at mid campus.</li> <li>• Roving –<b>Steven</b>: Assist with breaks.</li> </ul>
<b>Split Traffic Plan</b>	If Main and West Lots fill up, we will <ul style="list-style-type: none"> <li>• <b>Andrew</b> will direct traffic at South Entrance/Concordia West to Turtle Rock Gate. Position yourself to prevent vehicles from making a right turn from the Main Lot.</li> <li>• <b>Liz</b> will be positioned at the two aisles nearest the library directing them to the south exit of the Main Lot to Turtle Rock.</li> <li>• <b>Kieu</b> will direct West Lot traffic to exit Gate 1</li> </ul>
<b>Game 2 Positions 1530-1700</b>	Pac/West Tournament Game Positions Game 2 <ul style="list-style-type: none"> <li>• Ascension – <b>Don</b>: – Keep an eye on Ascension and allow traffic to exit and enter as game traffic exits campus.</li> <li>• Dorm Rd. – <b>Todd</b>: Bands and cheerleaders unload in the Main Lot.</li> <li>• Sigma (Team Parking) – <b>Tom</b>: Staff pro will assist directing team buses and vans at the entrance of LQ Lot and in front of Sigma.</li> <li>• Lots – <b>Liz, Andrew</b> and <b>Kieu</b>: – Direct Pac/West tournament game 1 traffic (1) Main Lot, (2) West Lot. Assess parking availability. Buses for cheerleaders and bands unload at and park in back of Main Lot.</li> <li>• Mid Campus – <b>Jessica</b>: Maintain presence at mid campus.</li> </ul>

	<ul style="list-style-type: none"> <li>• Roving –<b>Steven</b>: Assist with breaks.</li> </ul>
<b>1800-1900</b>	Pac/West Game 2 – Departure <ul style="list-style-type: none"> <li>• Ascension – <b>Don</b>: – Keep an eye on Ascension and allow traffic to exit and enter as game traffic exits campus.</li> <li>• Sigma (Team Parking) – <b>Tom</b>: Team loading and departure.</li> <li>• Lots – <b>Liz, Andrew</b> and <b>Kieu</b>:: If lots fill, we may have to divide parking in Main Lot and send south Main Lot and West Lot through Turtle Rock exit.</li> </ul>

<b>Action Plan: 3/6/2015 – Sunday</b>	
Patrol	<b>S2</b> – Todd De Voe; <b>S3</b> – Greg Reiland
Roving	<b>Jonathan</b> : Assist with service calls and patrol mid campus. Check in at Baseball Game at 1200.

**DCS Staffing****2/29/2016 – Monday**

<b>Name</b>	<b>Time at Post</b>	<b>Position/Post</b>	<b>Cart</b>
Maria Arredondo (506)	0730-1530	Patrol	Y
Andrew Olsen (603)	0730-1530	Field Assistant	
Thinh Kieu (805)	0715-1530	Shuttle	Cart 1
Zachary Fick (803)	0715-1530	Shuttle	Cart 2
Greg Reiland (504)	1530-2330	Patrol	Y

**3/1/2016 – Tuesday**

Maria Arredondo (506)	0730-1530	Patrol/Ascension	Y
Aaron Justice (503)	1530-2330	Patrol/Ascension	Y
Andrew Olsen (603)	1130-1930	Field Assistant/Main Lot	

**3/2/2016 – Wednesday – Call time for morning shift – 0630 hours**

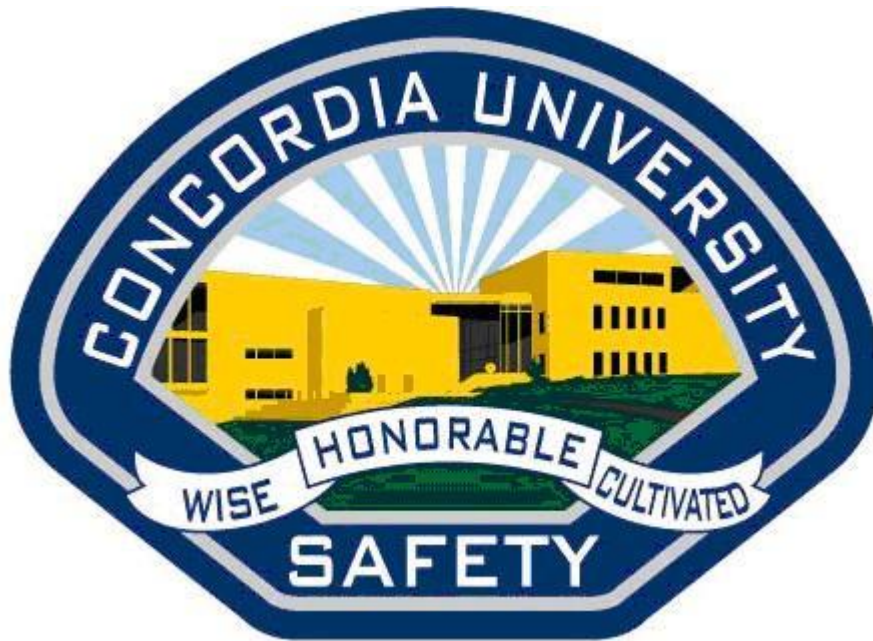
Tom Sonoff (500)	0700-1700	Team Drop Off	Y
Steven Rodriguez (501)	0700-1700	Dorm Rd.	
Todd De Voe (502)	0700-1530	Patrol	Y
Liz Thornton (601)	0700-1700	Mid Campus	
Maria Arredondo (506)	0700-1530	Ascension/Roving	Y
Jessica Bass (606)	0700-1530	Dorm Rd./ Team Drop Off	
Aaron Justice (503)	1530-2330	Patrol	Y
Andrew Olsen (603)	1530-2330	Lots	Y
Jonathan Ilten (801)	1500-2100	Team Drop Off; F/S Lot, Mid Campus	

**3/3/2016 – Thursday – Call time for morning shift – 0630 hours**

Tom Sonoff (500)	0700-event ends	Team Drop Off	Y
Steven Rodriguez (501)	0700-event ends	Dorm Rd., Roving	Y
Todd De Voe (502)	0700-event ends	Dorm Rd.	
Liz Thornton (601)	0700-1530	Mid Campus, Lots	
Jessica Bass (606)	0700-1530	Team Drop Off, Mid Campus	
Greg Reiland (504)	0700-1530	Patrol	Y
Maria Arredondo (506)	0700-1530	Ascension, Roving	Y
Brianna Soto (707)	1530-2200	Mid Campus	
Aaron Justice (503)	1530-2330	Patrol	Y
Andrew Olsen (603)	1530-2330	Lots	
Don Grudem (507)	1630-2200	Ascension	
Zachary Fick (803)	1130-1400	Lots	
Carlos Castro (802)	1530-2200	Lots	

<b>3/4/2016 – Friday – Call time for morning shift – 0630 hours</b>			
Tom Sonoff (500)	0700-event ends	Team Drop Off	Y
Steven Rodriguez (501)	0700-event ends	Dorm Rd.; Roving	Y
Todd De Voe (502)	0700-event ends	Dorm Rd.	
Liz Thornton (601)	0700-1530	Mid Campus; Lots	
Jessica Bass (606)	0700-1530	Mid Campus	
Greg Reiland (504)	0700-1630	Patrol	Y
Maria Arredondo (506)	0700-1530	Ascension; Roving	Y
Aaron Justice (503)	1530-2330	Patrol	Y
Don Grudem (507)	1630-2200	Ascension; Post-game presence – Gym	
Andrew Olsen (603)	1530-2330	Lots	
Zachary Fick (803)	1530-2200	Mid Campus	
Jonathan Ilten (801)	0700-1530	Team Drop Off; Lots	
Carlos Castro (802)	1530-2200	Lots	
<b>3/5/2016 – Saturday – Call time for morning shift – 0630 hours</b>			
Tom Sonoff (500)	0700-event ends	Team Drop Off	Y
Steven Rodriguez (501)	0700-event ends	Ascension; Roving	Y
Todd De Voe (502)	0700-event ends	Dorm Rd.	
Liz Thornton (601)	0700-1530	Mid Campus; Lots	
Jessica Bass (606)	0700-1530	Mid Campus	
Greg Reiland (504)	0700-1530	Patrol	Y
Andrew Olsen (603)	1100-1900	Lots	Y
Aaron Justice (503)	1530-2330	Patrol	Y
Don Grudem (507)	1100-1900	Ascension; Post-game presence – Gym	
Thinh Kieu (805)	1100-1900	Lots	
Jonathan Ilten (801)	0700-1530	Team Drop Off	
Carlos Castro (802)	0700-1530	F/S Lot	
<b>3/6/2016 – Sunday</b>			
Todd De Voe (502)	0730-1530	Patrol	Y
Jonathan Ilten (801)	0800-1400	Field Assistant/Mid Campus	Y
Greg Reiland (504)	1530-2330	Patrol	Y

Concordia University Irvine  
Traffic & Parking Management Plan



April 2016

The Concordia University Irvine main campus is located at 1530 Concordia, Irvine, California. The University is a gated campus with two points of entry. Each point of entry is controlled by a manned gatehouse. Located within the confines of the gatehouses are two private non-University owned neighborhoods. The campus is bounded by Ridgeline Drive to the east and Turtle Rock Drive to the west. The primary route of travel within the University campus is Concordia East/West, a two-lane roadway. A network of secondary streets provide access to the private residential neighborhoods and other campus facilities.



# Traffic Rules & Parking Regulations

The following is an abbreviated version of the Concordia University Irvine Traffic Rules and Parking Regulations. Further questions may be directed to the Department of Campus Safety by calling 949-214-3003 or stopping by the Department of Campus Safety located in Admin 103.

Concordia University Irvine facilities including buildings, athletic fields and parking lots are restricted to student, faculty, staff and approved guest use. All non-affiliated groups, organizations and individuals must receive authorization prior to using University facilities. Portions of the campus may be made available to the general public during designated times or special events.



Concordia University Irvine's traffic rules and parking regulations are enforced by the Department of Campus Safety. These individuals have the authority to issue citations or tow vehicles that are in violation of traffic or parking regulations on University property.

All vehicles utilizing University parking areas are required to obtain a parking decal or visitor's pass. Student, faculty and staff parking decals are issued by the Department of Campus Safety. Visitor passes may be obtained at the gatehouses. Parking decals and passes remain the property of Concordia University Irvine. The University reserves the right to:

- Refuse to issue a parking permit/pass
- Revoke or recall a permit/pass
- Restrict the use of any parking space or lot at any time
- Determine hours of control

Anyone parking a motor vehicle on University property must display a parking decal/pass. Any vehicle parked without displaying a valid decal/pass is subject to ticketing or towing. Parking in the following areas is prohibited:

- Fire lanes
- Crosswalks
- Sidewalks
- Handicap spaces (without a valid placard)
- Loading zones (in excess of time limit)
- Other designated parking spaces without proper decal/pass





# Traffic and Parking Management

Traffic on campus is self-regulated during periods of normal campus activity. Self-regulation includes permanently placed stop signs, speed limit signs and roadway markings. Campus parking lots and spaces have been designated for specific usage (student, faculty/staff, visitor, etc.). The Department of Campus Safety will be responsible for the development and implementation of an Event Action Plan for events that may result in higher than normal traffic flows. This would include any large/multiple events during which on-campus parking is anticipated to reach capacity or impact traffic circulation. Below is a list of Special Events which may necessitate the use of an Event Action Plan. The use of an Event Action Plan is not limited to the listed Special Events, but may be used anytime at the discretion of Campus Safety.

Special Events	Month	2013-14 Attendees Highest Day	2014-15 Attendees Highest Day	2015-16 Attendees Highest Day
Move in Day	August	1600	1545	1500
Opening Convocation	August	1450	1200	1400
Fall Graduation	December	N/A	1300	1300
Christmas Concerts (3 Days)	December	850	847	850
Homecoming Game	February	400	525	500
Forensics Competition (4 days)	March	550	650	600
PacWest Conference* Tourney (4 days)	March	N/A	2000	2000
Preview Days for HS Seniors	April	600	525	575
Community Chorale/Master Works	April	860	970	995
OC HS All-star Basketball Games	April	2000	2000	0**
Gala (fundraiser)	May	600	800	750
Shakespeare productions (3 days)	May	635	700	700
Great Commission Summit (2 days)	June	N/A	95	125
Coaches Conference (5 days)	June/July	N/A	N/A	700
CU Soon (incoming freshman)	July	495	550	500
Concerts on the Green (3 day)	July	640	750	750

\*The conference championship tourney moves to a different university every 3 years

\*\*Concordia no longer hosts these games

The Event Action Plan will list specific details needed to ensure efficient traffic circulation. Details may include actions such as event specific parking areas, entrance and exit routes, etc. The following is a list of specific actions that can be taken to manage event traffic and

parking. Campus Safety personnel will be briefed prior to events regarding their specific assignments.

### **Gatehouses:**

During periods of heavy traffic, both the entry and exit control arms will be locked in the open position. Gatehouse attendants will forgo the normal procedure of stopping visitor vehicles entering campus. Maintaining unimpeded traffic flow increases the capacity of the entries two to threefold during periods of increased traffic. Vehicles not displaying a "Concordia" parking decal will be screened at another location further inside the campus. This is intended to prevent vehicles from backing up onto city streets and make entering and exiting campus quicker and easier.

### **Parking Lots:**

Vehicles entering campus will be directed to parking lots designated for specific events. For example, vehicles entering campus for a baseball game will be directed to the west parking lot. This will ensure visitors are parked in an area closest to the event they are attending. This will also reduce the number of vehicles "circling" the campus looking for parking. The Department of Campus Safety will work with event coordinators to provide parking instructions to guests prior to the event. At times, special parking passes are issued to expected guests in advance of their arrival so that they can move more quickly through the gatehouse screening.

### **Uniformed Safety Personnel:**

Uniformed safety personnel will be assigned to key positions on campus to assist with the flow of traffic and parking. Key positions include all entrances, exits and within all parking lots, crosswalks, fire lanes, etc. Uniformed safety personnel will be assigned to key intersections, including Concordia East and Ascension Drive. Personnel will work to ensure intersections remain clear for turning vehicles and pedestrians needing to cross streets. Personnel assigned specifically to the intersection of Concordia East and Ascension Drive will ensure intersection remains clear to allow vehicles to enter and exit the private neighborhood. Safety personnel will also be assigned as roving units to continually monitor traffic flow and parking.

Uniformed safety personnel will wear reflective vests while on-duty. Each will be equipped with a campus safety radio and traffic directional devices (hand-held stop signs, flashlights, directional wands, etc.).



### **Signs:**

Temporary signs will be posted on campus to help direct vehicles to proper designated parking lots. Temporary “No Event Parking” signs will be placed at each entrance to the private neighborhoods. In addition, signs indicating directions to the 405 Freeway will be posted at the Turtle Rock gate.

### **Bus Parking:**

Large buses entering campus will be requested to do so via the Turtle Rock Drive gate. Buses remaining on campus will be directed to park in designated bus parking areas (rear of main lot, west lot or Pacific Southwest District loading zone). Buses will not be permitted to idle while parked on campus.

### **Egress:**

Vehicles exiting campus after an event will be directed and required to exit campus via either the Ridgeline Drive or Turtle Rock Drive gate depending on the parking lot utilized. Sending exiting traffic to both gates will help reduce vehicle back-up at the Ridgeline Drive gate. As previously stated, uniformed safety personnel will be assigned to the intersection

of Concordia East and Ascension Drive to ensure intersection remains clear for vehicles entering and exiting the private neighborhood.

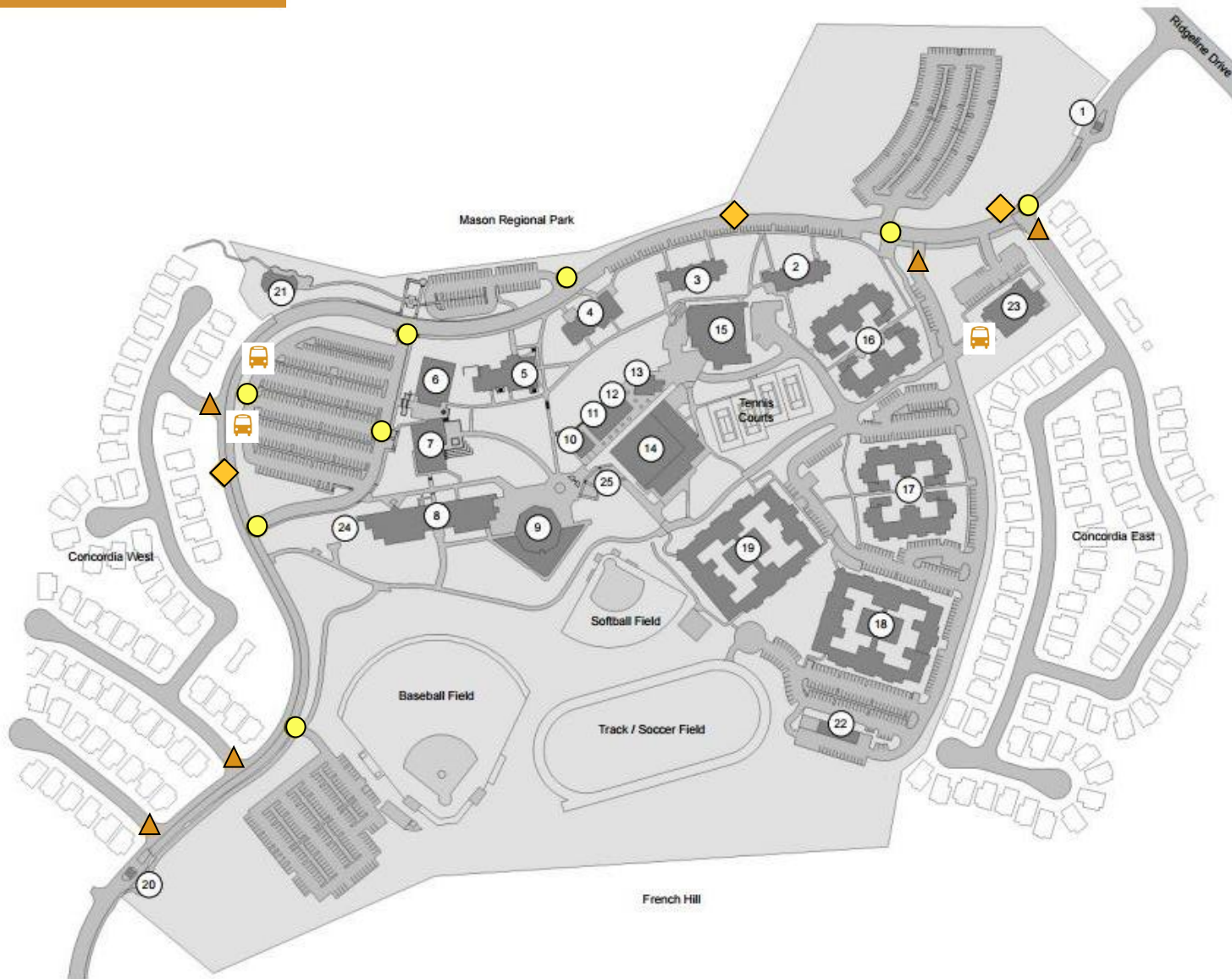
**Off-site Parking:**

Off-site parking and shuttle service will be considered depending on the nature and size of an event. Off-site parking and shuttle service has been used during well-attended events with great success. Off-site parking and shuttle service will be considered for large/multiple events when on-campus parking is anticipated to reach capacity. Examples of off-site parking locations that have been used include University High School, Light of Christ Lutheran Church, Turtle Rock Pre-School and Mariners Church Irvine .

**Irvine Police Department:**

The Irvine Police Department will be notified in advance anytime large/multiple events have the potential to impact local traffic (i.e. traffic backing up onto Ridgeline Drive or Turtle Rock Drive). Irvine Police Department will be requested to provide traffic direction on local streets surrounding the campus. At such time as a traffic signal is installed at Ridgeline and Concordia East, the University will seek to establish a contract for services with Irvine Police Department to staff an officer(s) to work the pickle at the control box (similar to the existing arrangement with Mariners Church Irvine).

The attached map indicates general placement of directional signage and campus safety personnel.



EXISTING BUILDINGS

1	Access Gate House 1
2	Chi Beta—Faculty Offices
3	Chi Alpha—Faculty Offices
4	Administration Building
5	Founders Hall
6,7	Grimm Hall North and South
8	Library/Arts/Theater Building
9	CU Center
10	Performing Arts Annex
11,12	Student Services/Bookstore
13	Center for Student Leadership & Development
14	Gymnasium/Coaching Offices
15	Grimm Student Union
16	Lower Quad Residence Hall
17	Upper Quad Residence Hall
18	Chi Rho Residence Hall
19	Chi Sigma Residence Hall
20	Access Gate House 2
21	Chapel of the Good Shepherd
22	Maintenance Building
23	District Office
24	Service
25	Nelson Amphitheater

Legend

-  No Event Parking Sign
-  Event Direction Sign
-  Traffic Control Personnel
-  Designated Bus Parking



## Spring Break – 2016 - Events Action Plan

### Events Timeline

<b>2/29/2016 – Monday</b>				
<b>Event</b>	<b>Time</b>	<b>Location</b>	<b>Parking</b>	<b>Number</b>
Senior Fest	0830-1500	Mid Campus	Main Lot	220+
<b>3/1/2016 – Tuesday</b>				
Luth. Schools Choral Rehearsal	0800-1430	CU Center/Mus	Main lot	N/A
Lutheran Schools Festival	1430-1600	CU Center	Main Lot	300
Boy Scouts of America Dinner	1700-2100	Student Union	Main Lot	120-150
<b>3/2/2016 – Wednesday</b>				
Concordia Challenge – 2015?	0830-2130	All campus	East, Main	100
PacWest Practice Games	1200-1800	Gym	Drop-off Sigma	20
St. Paul's Lenten Service	1900-2000	GSC	F/S Lot	60-80 approx.
Irvine High School Concert	1900-2200	CU Center	Main Lot, West Lot	200
<b>3/3/2016 –Thursday</b>				
PacWest Practice Games	0830-1200	Gym	Drop-off Sigma	20
Concordia Challenge – 2015	0800-2130	All campus	East, Main	1500
PacWest Tournament Game 1	1230-1430	Gym	Main, West	N/A
PacWest Tournament Game 2	1445-1645	Gym	Main, West	N/A
PacWest Tournament Game 3	1700-1900	Gym	Main, West	N/A
The Eagle Baseball Club	1500-1700	Baseball Field	West Lot	20
PacWest Tournament Game 4	1900-2100	Gym	Main, West	N/A
Alumni Handbell Rehearsal	1900-2100	CU 105	Main Lot/F/S Lot	15
<b>3/4/2016 –Friday</b>				
PacWest Shoot-A-Around	0830-1200	Gym	Drop-off Sigma	20
Concordia Challenge – 2015	0800-2130	All campus	East, Main	1500
PacWest Tournament Game 1	1230-1430	Gym	Main, West	N/A
PacWest Tournament Game 2	1445-1645	Gym	Main, West	N/A
PacWest Tournament Game 3	1700-1900	Gym	Main, West	N/A
PacWest Tournament Game 4	1900-2100	Gym	Main, West	N/A
District Youth Gathering (DYG)	1800-2200	CU Center	Setup – Mid Campus	30
<b>3/5/2016 –Saturday</b>				
District Youth Gathering (DYG)	0800-2200	CU Center	F/S Lot (reserve)	150 – 60-80 Vehicles
PacWest Shoot-A-Around	0800-1200	Gym	Drop-off Sigma	20
Concordia Challenge – 2015	0800-1730	All campus	East, Main	1500
PacWest Tournament Game 1	1400-1600	Gym	Main, West	N/A
PacWest Tournament Game 2	1630-1830	Gym	Main, West	N/A
<b>3/6/2016 –Sunday</b>				
Jr. High District Youth Gathering	0700-1200	CU Center	F/S Lot (reserve)	150 – 60-80 Vehicles
CUI ID Soccer Camp	0830-1230	Soccer Field	Rho Lot	30 attendees
Baseball Double-header	1100-1500	Baseball Field	West Lot	N/A
AGO Study Grant Auditions	1500-1700	CU Center	Main Lot	12-15 people

**General Instructions**(please review carefully)

- **Come fifteen minutes early to check out all equipment (radios, shoulder mics, vests, traffic wands, cart keys, etc.) through switchboard.**
- **Concordia Challenge notes:**
  - Contacts: Craig Smith (714) 745-0403; Konrad Hack (949) 444-1204
  - Only the above persons are permitted to request a key assist.
  - Concordia Challenge will be renting several gas-powered six-passenger carts and will park them in motorcycle parking in the Rho Lot.
  - For all injuries/medical events involving any of the participants, please contact one of the contacts to assist locating persons/family members.
- **PacWest Tournament Notes:**
  - Team drop off is in front of Sigma
  - Game official will be permitted to park behind the gym
  - StaffPro will be providing event security during the game. They will park in the Rho Lot.
  - Team buses/vans have been permitted to park in the District Lot loading area.
- **District Youth Gathering:**
  - Takes place Saturday and Sunday
  - Contacts: Dave Rueter (949) 751-8819; Timothy Pothoff (949)351-6821
  - Set up will begin in the evening around 1800 hours on Friday, and they will need access to CU Center. Event starts on Saturday morning.
- **Keep radio traffic to a minimum.** Only communicate essential information. Patrol will handle all key assists and service requests.
- **Gatehouse Attendants**
  - Waive passes and lock up entry and exit gates when traffic is busy
  - Inform guests that lot attendants will direct them to their location
  - Keep traffic flowing
  - Gate 1- make sure directions to 405 are set up behind the gatehouse
  - Any recreational vehicles that take up more than one parking space are not permitted on campus for the Concordia Challenge event or any other event from **Wednesday** through **Saturday**. This includes trailers. They have been notified. Please advise them to park off-site. No persons are allowed to stay on campus overnight.
- **Watch 3 and Watch 1**
  - We will have “No Event Parking” signs at the entrance of the neighborhood streets. Pull the signs off to the side in the evening around 2000 hours after the events and put them back in place in the mornings around 0600.
  - Reserve 10 spaces for additional handicapped parking on Wednesday night.
  - A list of rooms that Concordia Challenge are permitted to use is located in the jogger. Those rooms will need to be unlocked by 6 AM.
- **Campus Safety/Community Service Officers**
  - Only enforce red zone and handicapped violations from 3/2/2015-3/6/2015 when necessary.
- **Traffic/Parking Management**
  - Wear a traffic vest and keep a radio and traffic wand handy.
  - We will be reserving 10 spaces for additional handicapped parking on Thursday, Friday, and Saturday.

<b>Action Plan: 3/2/2016 – Wednesday</b>	
<b>Patrol</b>	<b>S2</b> – Todd De Voe; <b>S3</b> – Aaron Justice 1630 – Close off faculty/staff lot for St. Paul’s Lenten Service as staff leave for the day.
<b>0630-0700</b>	Quick Briefing
<b>0700-0930</b>	Concordia Challenge Early Morning Traffic <ul style="list-style-type: none"> <li>• Ascension – <b>Maria</b>: Allow Ascension traffic to exit and enter as Concordia Challenge guests arrive.</li> <li>• Dorm Rd. – <b>Steven</b>: Direct Concordia Challenge traffic into East Lot.</li> <li>• East Lot. – <b>Jess</b>: Stay posted at the entrance of the East Lot. Make sure pedestrians cross Concordia West away from incoming vehicles.</li> <li>• Mid Campus – <b>Liz</b>: Maintain presence at mid campus.</li> </ul>
<b>0930-1530</b>	Concordia Challenge and Pac/West Practice Events – Mid Day <ul style="list-style-type: none"> <li>• Dorm Rd. – <b>Steven</b>: Direct Pac/West team drop-off up Dorm Rd. Persons with fac/staff or student decals will be permitted up Dorm Rd.</li> <li>• Sigma (Team Parking @ <b>1200</b> hours) – <b>Tom</b>: Team Vans can park for 55 min. in Sigma fire lanes. Buses can park at the PSWD Office loading area. Team vehicles will exit through UQ Lot. <ul style="list-style-type: none"> <li>○ <b>Jessica</b>: Assist Tom with directing team vehicles.</li> </ul> </li> <li>• Mid Campus – <b>Liz</b>: Maintain presence at mid campus.</li> <li>• Roving – <b>Maria</b>: Assist with breaks.</li> </ul>
<b>1530-1700</b>	Concordia Challenge and Pac/West Practice Events – Late Afternoon <ul style="list-style-type: none"> <li>• Dorm Rd. – <b>Steven</b>: Direct Pac/West team drop-off up Dorm Rd. Persons with fac/staff or student decals will be permitted up Dorm Rd.</li> <li>• Sigma (Team Parking) – <b>Tom</b>: Team Vans can park for 55 min. in Sigma fire lanes. Buses can park at the PSWD Office loading area. Team vehicles will exit through UQ Lot. <ul style="list-style-type: none"> <li>○ <b>Jonathan</b>: Assist Tom with directing team vehicles.</li> </ul> </li> <li>• Mid Campus – <b>Liz</b>: Maintain presence at mid campus. <ul style="list-style-type: none"> <li>○ 1700-1800 – <b>Jonathan</b>: Maintain presence at mid campus.</li> </ul> </li> </ul>
<b>1800-1930</b>	Irvine High School Concert and St. Paul’s Lenten Service Arrival and Event <ul style="list-style-type: none"> <li>• Ascension – <b>Aaron</b>: Keep an eye on Ascension and allow traffic to exit and enter as concert traffic exits campus.</li> <li>• F/S Lot – <b>Jonathan</b>: Remove cones and screen entry.</li> <li>• Main Lot – <b>Andrew</b>: Keep an eye on the parking situation in the Main Lot. We may need to direct traffic to the West Lot if it fills. As lot fills, put up “Lot Full” signs.</li> </ul>
<b>1930-2130</b>	Concordia Challenge Event – Evening <ul style="list-style-type: none"> <li>• Mid Campus – <b>Jonathan</b>: Maintain presence at mid campus. Help direct people.</li> </ul>
<b>2130-2200</b>	Irvine High School Concert – Departure <ul style="list-style-type: none"> <li>• Ascension – <b>Aaron</b>: Keep an eye on Ascension and allow traffic to exit and enter as concert traffic exits campus.</li> </ul>



<b>Action Plan: 3/3/2016 – Thursday</b>	
<b>Patrol</b>	<b>S2</b> – Greg Reiland; <b>S3</b> – Aaron Justice
<b>0630-0700</b>	Quick Briefing
<b>0700-0930</b>	<p>Concordia Challenge and Pac/West Practice Early Morning Traffic</p> <ul style="list-style-type: none"> <li>• Ascension – <b>Maria</b>: Allow Ascension traffic to exit and enter as Concordia Challenge guests arrive.</li> <li>• Dorm Rd. – <b>Todd</b>: Direct Concordia Challenge traffic into East Lot.</li> <li>• East Lot. – <b>Steven</b>: Stay posted at the entrance of the East Lot. Make sure pedestrians cross Concordia West away from incoming vehicles.</li> <li>• Mid Campus – <b>Liz</b>: Maintain presence at mid campus.</li> <li>• Sigma (Team Parking @ <b>0830</b> hours) – <b>Tom</b>: Team Vans can park for 55 min. in Sigma fire lanes. Buses can park at the PSWD Office loading area. Team vehicles will exit through UQ Lot. <ul style="list-style-type: none"> <li>○ <b>Jessica</b>: Assist Tom with directing team vehicles.</li> </ul> </li> </ul>
<b>0930-1130</b>	<p>Concordia Challenge and Pac/West Practice Events – Late morning</p> <ul style="list-style-type: none"> <li>• Dorm Rd. – <b>Todd</b>: Direct Pac/West team drop-off up Dorm Rd. Persons with fac/staff or student decals will be permitted up Dorm Rd.</li> <li>• Sigma (Team Parking) – <b>Tom</b> <ul style="list-style-type: none"> <li>○ <b>Jessica</b>: Assist Tom with directing team vehicles.</li> </ul> </li> <li>• Mid Campus – <b>Liz</b></li> <li>• Roving – <b>Maria</b> and <b>Steven</b>: Assist with breaks.</li> </ul>
<p><b>Game 1 Positions</b> <b>1130-1300</b></p> <p><b>Game 2 Positions</b> <b>1345-1515</b></p>	<p>Pac/West Tournament Game Positions Game 1 and 2</p> <ul style="list-style-type: none"> <li>• Dorm Rd. – <b>Todd</b>: Bands and cheerleaders unload in the Main Lot.</li> <li>• Sigma (Team Parking) – <b>Tom</b>: Staff pro will assist directing team buses and vans at the entrance of LQ Lot and in front of Sigma.</li> <li>• Lots – <b>Liz</b> and <b>Zach</b>: – Direct Pac/West tournament game 1 traffic (1) Main Lot, (2) West Lot. Assess parking availability. Buses for cheerleaders and bands unload at and park in back of Main Lot.</li> <li>• Mid Campus – <b>Jessica</b>: Maintain presence at mid campus.</li> <li>• Roving – <b>Steven</b> and <b>Maria</b>: Assist with breaks.</li> </ul>
<p><b>Game 3 Positions</b> <b>1600-1730</b></p> <p><b>Game 4 Positions</b> <b>1815-1945</b></p>	<p>Pac/West Tournament Game Positions Game 3 and 4</p> <ul style="list-style-type: none"> <li>• Ascension – <b>Don</b>: 1630-1730 - Keep an eye on Ascension and allow traffic to exit and enter as game traffic exits campus.</li> <li>• Dorm Rd. – <b>Todd</b>: Bands and cheerleaders unload in the Main Lot. Direct Alumni Handbell Rehearsal attendees to F/S Lot and Main Lot for parking.</li> <li>• Sigma (Team Parking) – <b>Tom</b>: Staff pro will assist directing team buses and vans at the entrance of LQ Lot and in front of Sigma.</li> <li>• Lots – <b>Andrew</b> and <b>Carlos</b>: – Direct Pac/West tournament game 1 traffic (1) Main Lot, (2) West Lot. Assess parking availability. Buses for cheerleaders and bands unload at and park in back of Main Lot.</li> <li>• Mid Campus – <b>Brianna</b> (1530-2200): Maintain presence at mid campus.</li> <li>• Roving – <b>Steven</b>: Assist with breaks.</li> </ul>
<b>2100-2200</b>	<p>Pac/West Game 4 – Departure</p> <ul style="list-style-type: none"> <li>• Ascension – <b>Don</b>: As game traffic exits, keep an eye on Ascension and allow traffic to exit and enter as game traffic exits campus.</li> <li>• Sigma (Team Parking) – <b>Tom</b>: Team loading and departure.</li> <li>• Lots – <b>Andrew, Steven, and Carlos</b>: If lots fill, we may have to divide parking in Main Lot and send south Main Lot and West Lot through Turtle Rock exit.</li> </ul>

<b>Action Plan: 3/4/2016 – Friday</b>	
<b>Patrol</b>	<b>S2</b> – Greg Reiland; <b>S3</b> – Aaron Justice
<b>0630-0700</b>	Quick Briefing
<b>0700-0930</b>	<p>Concordia Challenge and Pac/West Practice Early Morning Traffic</p> <ul style="list-style-type: none"> <li>• Ascension – <b>Maria</b>: Allow Ascension traffic to exit and enter as Concordia Challenge guests arrive.</li> <li>• Dorm Rd. – <b>Todd</b>: Direct Concordia Challenge traffic into East Lot.</li> <li>• East Lot. – <b>Steven</b>: Stay posted at the entrance of the East Lot. Make sure pedestrians cross Concordia West away from incoming vehicles.</li> <li>• Mid Campus – <b>Liz</b>: Maintain presence at mid campus.</li> <li>• Sigma (Team Parking @ <b>0830</b> hours) – <b>Tom</b>: Team Vans can park for 55 min. in Sigma fire lanes. Buses can park at the PSWD Office loading area. Team vehicles will exit through UQ Lot. <ul style="list-style-type: none"> <li>○ <b>Jessica</b>: Assist Tom with directing team vehicles.</li> </ul> </li> </ul>
<b>0930-1130</b>	<p>Concordia Challenge and Pac/West Practice Events – Late morning</p> <ul style="list-style-type: none"> <li>• Dorm Rd. – <b>Todd</b>: Direct Pac/West team drop-off up Dorm Rd. Persons with fac/staff or student decals will be permitted up Dorm Rd.</li> <li>• Sigma (Team Parking) – <b>Tom</b> <ul style="list-style-type: none"> <li>○ <b>Jessica</b>: Assist Tom with directing team vehicles.</li> </ul> </li> <li>• Mid Campus – <b>Liz</b></li> <li>• Roving – <b>Maria</b> and <b>Steven</b>: Assist with breaks.</li> </ul>
<b>Game 1 Positions</b> <b>1130-1300</b>  <b>Game 2 Positions</b> <b>1345-1515</b>	<p>Pac/West Tournament Game Positions Game 1 and 2</p> <ul style="list-style-type: none"> <li>• Dorm Rd. – <b>Todd</b>: Bands and cheerleaders unload in the Main Lot.</li> <li>• Sigma (Team Parking) – <b>Tom</b>: Staff pro will assist directing team buses and vans at the entrance of LQ Lot and in front of Sigma.</li> <li>• Lots – <b>Liz</b> and <b>Jonathan</b>: – Direct Pac/West tournament game 1 traffic (1) Main Lot, (2) West Lot. Assess parking availability. Buses for cheerleaders and bands unload at and park in back of Main Lot.</li> <li>• Mid Campus – <b>Jessica</b>: Maintain presence at mid campus.</li> <li>• Roving – <b>Steven</b> and <b>Maria</b>: Assist with breaks.</li> </ul>
<b>Game 3 Positions</b> <b>1600-1730</b>  <b>Game 4 Positions</b> <b>1815-1945</b>	<p>Pac/West Tournament Game Positions Game 3 and 4</p> <ul style="list-style-type: none"> <li>• Ascension – <b>Don</b>: 1630-1730 - Keep an eye on Ascension and allow traffic to exit and enter as game traffic exits campus.</li> <li>• Dorm Rd. – <b>Todd</b>: Bands and cheerleaders unload in the Main Lot. Direct DYG Setup to Mid Campus. West fire lane gate will need to be opened. Let patrol know.</li> <li>• Sigma (Team Parking) – <b>Tom</b>: Staff pro will assist directing team buses and vans at the entrance of LQ Lot and in front of Sigma.</li> <li>• Lots – <b>Andrew</b> and <b>Carlos</b>: – Direct Pac/West tournament game 1 traffic (1) Main Lot, (2) West Lot. Assess parking availability. Buses for cheerleaders and bands unload at and park in back of Main Lot. DYG may need to unload some items at the Main Lot.</li> <li>• Mid Campus – <b>Zach</b> (1530-2200): Maintain presence at mid campus. DYG will be setting up at Mid Campus.</li> <li>• Roving – <b>Steven</b>: Assist with breaks.</li> </ul>
<b>2100-2200</b>	<p>Pac/West Game 4 – Departure</p> <ul style="list-style-type: none"> <li>• Ascension – <b>Don</b>: As game traffic exits, keep an eye on Ascension and allow traffic to exit and enter as game traffic exits campus.</li> <li>• Sigma (Team Parking) – <b>Tom</b>: Team loading and departure.</li> <li>• Lots – <b>Andrew, Steven, and Carlos</b>: If lots fill, we may have to divide parking in Main Lot and send south Main Lot and West Lot through Turtle Rock exit.</li> </ul>

<b>Action Plan: 3/5/2016 – Saturday</b>	
<b>Patrol</b>	<b>S2</b> – Greg Reiland; <b>S3</b> – Aaron Justice <b>Watch 1</b> - Reserve Faculty/Staff lot for District Youth Gathering by 0600.
<b>0630-0700</b>	Quick Briefing
<b>0700-0930</b>	Concordia Challenge, Pac/West Practice, and District Youth Gathering (DYG) Traffic <ul style="list-style-type: none"> <li>• Ascension – <b>Steven</b>: Allow Ascension traffic to exit and enter as Concordia Challenge guests arrive.</li> <li>• Dorm Rd. – <b>Todd</b>: Direct Concordia Challenge traffic into East Lot. Direct DYG to F/S Lot.</li> <li>• East Lot. – <b>Jessica</b>: Stay posted at the entrance of the East Lot. Make sure pedestrians cross Concordia West away from incoming vehicles.</li> <li>• Mid Campus – <b>Liz</b>: Maintain presence at mid campus.</li> <li>• Sigma (Team Parking) – <b>Tom</b>: Team Vans can park for 55 min. in Sigma fire lanes. Buses can park at the PSWD Office loading area. Team vehicles will exit through UQ Lot. <ul style="list-style-type: none"> <li>○ <b>Jonathan</b>: Assist Tom with directing team vehicles.</li> </ul> </li> <li>• F/S Lot – <b>Carlos</b>: – Remove cones for and screen traffic for DYG only as vehicles come in.</li> </ul>
<b>0930-1200</b>	Concordia Challenge and Pac/West Practice Events – Late morning <ul style="list-style-type: none"> <li>• Dorm Rd. – <b>Todd</b>: Direct Pac/West team drop-off up Dorm Rd. Persons with fac/staff or student decals will be permitted up Dorm Rd.</li> <li>• Sigma (Team Parking) – <b>Tom</b> <ul style="list-style-type: none"> <li>○ <b>Jonathan</b>: Assist Tom with directing team vehicles.</li> </ul> </li> <li>• Mid Campus – <b>Liz</b></li> <li>• F/S Lot – <b>Carlos</b>: – Remove cones for and screen traffic for District youth gathering only as vehicles come in.</li> <li>• Roving – <b>Steven</b>: Assist with breaks.</li> </ul>
<b>1200-1300</b>	Lunch
<b>Game 1 Positions 1300-1430</b>	Pac/West Tournament Game Positions Game 1 <ul style="list-style-type: none"> <li>• Ascension – <b>Don</b>: – Keep an eye on Ascension and allow traffic to exit and enter as game traffic exits campus.</li> <li>• Dorm Rd. – <b>Todd</b>: Bands and cheerleaders unload in the Main Lot.</li> <li>• Sigma (Team Parking) – <b>Tom</b>: Staff pro will assist directing team buses and vans at the entrance of LQ Lot and in front of Sigma.</li> <li>• Lots – <b>Liz, Andrew</b> and <b>Kieu</b>: – Direct Pac/West tournament game 1 traffic (1) Main Lot, (2) West Lot. Assess parking availability. Buses for cheerleaders and bands unload at and park in back of Main Lot.</li> <li>• Mid Campus – <b>Jessica</b>: Maintain presence at mid campus.</li> <li>• Roving – <b>Steven</b>: Assist with breaks.</li> </ul>
<b>Split Traffic Plan</b>	If Main and West Lots fill up, we will <ul style="list-style-type: none"> <li>• <b>Andrew</b> will direct traffic at South Entrance/Concordia West to Turtle Rock Gate. Position yourself to prevent vehicles from making a right turn from the Main Lot.</li> <li>• <b>Liz</b> will be positioned at the two aisles nearest the library directing them to the south exit of the Main Lot to Turtle Rock.</li> <li>• <b>Kieu</b> will direct West Lot traffic to exit Gate 1</li> </ul>
<b>Game 2 Positions 1530-1700</b>	Pac/West Tournament Game Positions Game 2 <ul style="list-style-type: none"> <li>• Ascension – <b>Don</b>: – Keep an eye on Ascension and allow traffic to exit and enter as game traffic exits campus.</li> <li>• Dorm Rd. – <b>Todd</b>: Bands and cheerleaders unload in the Main Lot.</li> <li>• Sigma (Team Parking) – <b>Tom</b>: Staff pro will assist directing team buses and vans at the entrance of LQ Lot and in front of Sigma.</li> <li>• Lots – <b>Liz, Andrew</b> and <b>Kieu</b>: – Direct Pac/West tournament game 1 traffic (1) Main Lot, (2) West Lot. Assess parking availability. Buses for cheerleaders and bands unload at and park in back of Main Lot.</li> <li>• Mid Campus – <b>Jessica</b>: Maintain presence at mid campus.</li> </ul>

	<ul style="list-style-type: none"> <li>• Roving –<b>Steven</b>: Assist with breaks.</li> </ul>
<b>1800-1900</b>	Pac/West Game 2 – Departure <ul style="list-style-type: none"> <li>• Ascension – <b>Don</b>: – Keep an eye on Ascension and allow traffic to exit and enter as game traffic exits campus.</li> <li>• Sigma (Team Parking) – <b>Tom</b>: Team loading and departure.</li> <li>• Lots – <b>Liz, Andrew</b> and <b>Kieu</b>:: If lots fill, we may have to divide parking in Main Lot and send south Main Lot and West Lot through Turtle Rock exit.</li> </ul>

<b>Action Plan: 3/6/2015 – Sunday</b>	
Patrol	<b>S2</b> – Todd De Voe; <b>S3</b> – Greg Reiland
Roving	<b>Jonathan</b> : Assist with service calls and patrol mid campus. Check in at Baseball Game at 1200.

**DCS Staffing****2/29/2016 – Monday**

<b>Name</b>	<b>Time at Post</b>	<b>Position/Post</b>	<b>Cart</b>
Maria Arredondo (506)	0730-1530	Patrol	Y
Andrew Olsen (603)	0730-1530	Field Assistant	
Thinh Kieu (805)	0715-1530	Shuttle	Cart 1
Zachary Fick (803)	0715-1530	Shuttle	Cart 2
Greg Reiland (504)	1530-2330	Patrol	Y

**3/1/2016 – Tuesday**

Maria Arredondo (506)	0730-1530	Patrol/Ascension	Y
Aaron Justice (503)	1530-2330	Patrol/Ascension	Y
Andrew Olsen (603)	1130-1930	Field Assistant/Main Lot	

**3/2/2016 – Wednesday – Call time for morning shift – 0630 hours**

Tom Sonoff (500)	0700-1700	Team Drop Off	Y
Steven Rodriguez (501)	0700-1700	Dorm Rd.	
Todd De Voe (502)	0700-1530	Patrol	Y
Liz Thornton (601)	0700-1700	Mid Campus	
Maria Arredondo (506)	0700-1530	Ascension/Roving	Y
Jessica Bass (606)	0700-1530	Dorm Rd./ Team Drop Off	
Aaron Justice (503)	1530-2330	Patrol	Y
Andrew Olsen (603)	1530-2330	Lots	Y
Jonathan Ilten (801)	1500-2100	Team Drop Off; F/S Lot, Mid Campus	

**3/3/2016 – Thursday – Call time for morning shift – 0630 hours**

Tom Sonoff (500)	0700-event ends	Team Drop Off	Y
Steven Rodriguez (501)	0700-event ends	Dorm Rd., Roving	Y
Todd De Voe (502)	0700-event ends	Dorm Rd.	
Liz Thornton (601)	0700-1530	Mid Campus, Lots	
Jessica Bass (606)	0700-1530	Team Drop Off, Mid Campus	
Greg Reiland (504)	0700-1530	Patrol	Y
Maria Arredondo (506)	0700-1530	Ascension, Roving	Y
Brianna Soto (707)	1530-2200	Mid Campus	
Aaron Justice (503)	1530-2330	Patrol	Y
Andrew Olsen (603)	1530-2330	Lots	
Don Grudem (507)	1630-2200	Ascension	
Zachary Fick (803)	1130-1400	Lots	
Carlos Castro (802)	1530-2200	Lots	

<b>3/4/2016 – Friday – Call time for morning shift – 0630 hours</b>			
Tom Sonoff (500)	0700-event ends	Team Drop Off	Y
Steven Rodriguez (501)	0700-event ends	Dorm Rd.; Roving	Y
Todd De Voe (502)	0700-event ends	Dorm Rd.	
Liz Thornton (601)	0700-1530	Mid Campus; Lots	
Jessica Bass (606)	0700-1530	Mid Campus	
Greg Reiland (504)	0700-1630	Patrol	Y
Maria Arredondo (506)	0700-1530	Ascension; Roving	Y
Aaron Justice (503)	1530-2330	Patrol	Y
Don Grudem (507)	1630-2200	Ascension; Post-game presence – Gym	
Andrew Olsen (603)	1530-2330	Lots	
Zachary Fick (803)	1530-2200	Mid Campus	
Jonathan Ilten (801)	0700-1530	Team Drop Off; Lots	
Carlos Castro (802)	1530-2200	Lots	
<b>3/5/2016 – Saturday – Call time for morning shift – 0630 hours</b>			
Tom Sonoff (500)	0700-event ends	Team Drop Off	Y
Steven Rodriguez (501)	0700-event ends	Ascension; Roving	Y
Todd De Voe (502)	0700-event ends	Dorm Rd.	
Liz Thornton (601)	0700-1530	Mid Campus; Lots	
Jessica Bass (606)	0700-1530	Mid Campus	
Greg Reiland (504)	0700-1530	Patrol	Y
Andrew Olsen (603)	1100-1900	Lots	Y
Aaron Justice (503)	1530-2330	Patrol	Y
Don Grudem (507)	1100-1900	Ascension; Post-game presence – Gym	
Thinh Kieu (805)	1100-1900	Lots	
Jonathan Ilten (801)	0700-1530	Team Drop Off	
Carlos Castro (802)	0700-1530	F/S Lot	
<b>3/6/2016 – Sunday</b>			
Todd De Voe (502)	0730-1530	Patrol	Y
Jonathan Ilten (801)	0800-1400	Field Assistant/Mid Campus	Y
Greg Reiland (504)	1530-2330	Patrol	Y

CITY COUNCIL RESOLUTION NO. 17-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, CERTIFYING AN ENVIRONMENTAL IMPACT REPORT (SCH NO. 2015091023, 00618828-PCLE) AND ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM AND ENVIRONMENTAL FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR CONDITIONAL USE PERMIT MODIFICATION 00612052-PCPU FOR CONCORDIA UNIVERSITY CAMPUS MASTER BUILD-OUT PLAN AND ZONE CHANGE 00629029-PZC TO REVISE ZONING ORDINANCE SECTION 9-21-7.B, SPECIAL DEVELOPMENT REQUIREMENTS; LOCATED AT 1530 CONCORDIA WEST IN PLANNING AREA 21 (TURTLE ROCK); FILED BY CONCORDIA UNIVERSITY

WHEREAS, Concordia University (“Project Applicant”) proposes Conditional Use Permit (CUP) Modification 00612052-PCPU and Zone Change 00629029-PZC for the Campus Master Build-Out Plan Update (“Project” or “proposed Project”); and

WHEREAS, the Concordia University Irvine main campus encompasses approximately 72.8 acres and is located at 1530 Concordia West in the City of Irvine (“City”); and

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 (later modified to allow 321,220 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 proposed Project includes (1) a Major Modification to the existing CUP for Concordia University Irvine to reflect the proposed Campus Master Build-Out Plan Update, and (2) a Zone Change to revise Special Development Requirements (“SDRs”) identified in Section 9-21-7.B of the City of Irvine Zoning Ordinance; and

WHEREAS, the proposed Project proposes demolition of seven buildings totaling approximately 71,231 square feet, and new construction (new buildings and additions to existing buildings) of up to 148,880 square feet resulting in 77,649 square feet of new building square footage; and

WHEREAS, at full buildout, the campus would contain 321,220 square feet of institutional buildings and 330 dormitory units, consistent with the approved maximums; and

WHEREAS, the Project Applicant's public outreach for the proposed Project started in 2012, prior to the filing of applications, and has continued throughout the planning and environmental review processes; and

WHEREAS, at a regular meeting of the Planning Commission of the City of Irvine ("Planning Commission") on October 2, 2014, representatives of the Project Applicant and residents of the Concordia East and Concordia West neighborhoods presented general introductory information regarding the proposed Project; and

WHEREAS, on or about May 5, 2015, City staff established a webpage ([www.cityofirvine.org/concordia](http://www.cityofirvine.org/concordia)) on the City's website to inform the public about the proposed Project, and City staff has continuously updated that webpage throughout the planning and environmental review processes; and

WHEREAS, pursuant to Public Resources Code section 21067 of the California Environmental Quality Act (Pub. Res. Code §§ 21000 et seq.) ("CEQA"), Section 15367 of the State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.), and the City of Irvine CEQA Procedures, the City is the lead agency for the proposed Project; and

WHEREAS, pursuant to CEQA and the State CEQA Guidelines the City determined that an Environmental Impact Report ("EIR") should be prepared in order to analyze all potential adverse environmental impacts of the proposed Project; and

WHEREAS, the City issued a Notice of Preparation ("NOP") of a Draft EIR for the proposed Project and circulated the NOP for a 30-day public review period from September 10, 2015 to October 9, 2015 to 58 interested agencies, organizations and individuals; and

WHEREAS, the City solicited comments in the NOP from various public agencies, other entities, and members of the public; and

WHEREAS, the City conducted a public scoping session meeting on September 29, 2015 to further solicit comments on the scope of the EIR; and

WHEREAS, on or about May 17, 2016 and June 8, 2016, City staff hosted two evening meetings for the Concordia East and Concordia West homeowner association presidents and their designated attendees at Irvine City Hall where City staff provided a general overview of the proposed Project and an update on the status of the Draft EIR, and the Project Applicant's consultants and an Orange County Fire Authority (OCFA) representative discussed other specific topics, including: the Record of Survey, Fire Behavior Analysis Report and fuel modification design criteria, the proposed signal and intersection improvements at Concordia East and Ridgeline Drive, the Traffic Study, and the daily trip cap; and



WHEREAS, the City prepared the Draft EIR, issued a Notice of Availability (“NOA”), released the Draft EIR for public review and comment, and thereby initiated a 45-day public review and comment period of the Draft EIR for the proposed Project from August 1, 2016 through September 14, 2016; and

WHEREAS, pursuant to State CEQA Guidelines section 15086, the City consulted with and requested comments from all responsible and trustee agencies, other regulatory agencies, and others during the 45-day public review and comment period; and

WHEREAS, the City mailed the NOA to all property owners/occupants/community associations within 500 feet of the Project site, all Concordia East and Concordia West residential owners/occupants, and all other interested parties; and

WHEREAS, the City also posted the NOA at five libraries, designated public bulletin boards (including Irvine City Hall), on- and off-site (Ridgeline Dr./Concordia East and Turtle Rock Dr./Concordia West) and the City’s project webpage; and

WHEREAS, hard copies of the Draft EIR were available at Irvine City Hall and the five libraries listed above, including Concordia University’s library, and an electronic copy of the Draft EIR was made available online; and

WHEREAS, the Project Applicant’s representatives hosted additional community meetings for various neighborhoods on November 20, 2016, December 1, 2016, December 5, 2016, February 6, 2017 and February 7, 2016; and

WHEREAS, the City has prepared a Final EIR, consisting of the comments received during the 45-day public review and comment period on the Draft EIR, the late comment letters received after the close of the 45-day public review and comment period, written responses to those comments, and revisions to the Draft EIR; and

WHEREAS, on or about February 21, 2017, the City released the Final EIR that includes responses to comments and corrections to the Draft EIR for the proposed Project; and

WHEREAS, consistent with CEQA’s requirements the City has prepared environmental Findings of Fact, which are attached hereto and incorporated herein as **Exhibit A**;

WHEREAS, the environmental impacts identified in the Final EIR that the City finds are of no impact or constitute a less than significant impact and do not require mitigation are described in **Section VI of Exhibit A**; and

WHEREAS, the environmental impacts identified in the Final EIR as potentially significant but which the City finds can be mitigated to a level of less than significant

through the incorporation of feasible Mitigation Measures identified in the EIR and set forth herein, are described in **Section VII of Exhibit A** hereof; and

WHEREAS, the City has determined that all environmental impacts are either less than significant, or can be mitigated to a level of less than significant, and therefore the project will not result in any significant or unavoidable environmental impacts; and

WHEREAS, the cumulative impacts of the Project identified in the Final EIR and set forth herein, are described in **Section VII of Exhibit A** hereof; and

WHEREAS, findings regarding potential significant and irreversible environmental changes that would result from the proposed Project, are described in **Section IX of Exhibit A** hereof; and

WHEREAS, the existence of any growth-inducing impacts resulting from the proposed Project identified in the Final EIR and set forth herein, are described in **Section X of Exhibit A** hereof; and

WHEREAS, alternatives to the proposed Project that might eliminate or reduce significant environmental impacts are described in **Section XI of Exhibit A** hereof; and

WHEREAS, the Mitigation Monitoring and Reporting Program setting forth the mitigation measures to which the City shall bind itself in connection with the Project, is attached hereto and incorporated herein as **Exhibit B**; and

WHEREAS, as of March 8, 2017, the City received a total of 52 comment letters, 7 of which were received after the close of the 45-day public comment period, and two of which were form letters; and

WHEREAS, Form Letter A was submitted by 47 individuals or couples and Form Letter B was submitted by 10 individuals or couples; and

WHEREAS, the City also received Form Letter A transmitted as a “petition” with 119 signatures; and

WHEREAS, of the comment letters received by the City, three were submitted by state agencies, three were submitted by county agencies, three were submitted by other local agencies and utilities, six were submitted by organizations, and the remainder were submitted by individuals; and

WHEREAS, after the date of the preparation of the Planning Commission report, City staff received additional written correspondences about the proposed Project (including one letter from the Concordia East Community Association Board supporting the Project with modifications to certain conditions of approval for the CUP Modification), all of which were provided to the Planning Commission at the March 16, 2017 public hearing in the form of an “errata”; 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 Planning Commission heard, was presented with, reviewed and considered all of the information and data in the administrative record, including the EIR, and all oral and written evidence presented to it during all meetings and hearings; and

WHEREAS, on March 16, 2017, the Planning Commission, by a 5-0-0 vote, approved PC Resolutions 17-3596, 17-3597, and 17-3598, which: (1) recommended the City Council approve the Zone Change, (2) recommended the City Council certify the Final EIR, and (3) approved the CUP Modification, contingent on the City Council approving the Zone Change and certifying the Final EIR; and

WHEREAS, after the Planning Commission hearing, City staff continued to receive written correspondences about the proposed Project, all of which were provided to the City Council at the April 25, 2017 public hearing;

WHEREAS, on April 25, 2017 the City Council of the City of Irvine ("City Council") held a duly noticed public hearing on the Final EIR and the corresponding Zone Change, at which time oral and documentary evidence was introduced along with the written recommendations of the Planning Commission and Community Development Department of the City of Irvine, and the City Council received public testimony; and

WHEREAS, prior to taking action, the City Council has heard, been presented with, reviewed and considered all of the information and data in the administrative record, including the EIR, and all oral and written evidence presented to it during all meetings and hearings; and

WHEREAS, the EIR reflects the independent judgment of the City Council and is deemed adequate for purposes of making decisions on the merits of the Project; and

WHEREAS, the City has not received any comments or additional information that constituted substantial new information requiring recirculation under Public Resources Code section 21092.1 and State CEQA Guidelines section 15088.5; and

WHEREAS, all the requirements of CEQA, the State CEQA Guidelines, and the City of Irvine CEQA Procedures have been satisfied by the City in the EIR, which is sufficiently detailed so that all of the potentially significant environmental effects of the proposed Project have been adequately evaluated; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred; and

NOW, THEREFORE, the City Council 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. In accordance with the City of Irvine CEQA procedures and Article 7 of the CEQA Guidelines, the City Council, after receiving and considering comments from interested parties, finds that the Final EIR has been completed in compliance with CEQA, the State Guidelines, and the City's CEQA procedures. The City Council, having final approval authority over the Project, certifies as complete and adequate the Final EIR for Concordia University CUP Modification/Zone Change Campus Master Build-Out Plan Update (SCH No. 2015091023, File No. 00618828-PCLE), comprised of the following:

- A. The Draft EIR
- B. The Technical Appendices to the Draft EIR
- C. Comments and Responses to the Draft EIR, including a list of persons, organizations and agencies who commented on the Draft EIR
- D. Statement of Facts and Findings (Exhibit A)
- E. Mitigation Monitoring and Reporting Program (Exhibit B)

SECTION 3. Pursuant to Section 15025 of the State CEQA Guidelines, the City Council finds that the Final EIR reflects the independent judgment and analysis of the City as the lead agency for the project, that the Final EIR was presented to the City Council, and that the City Council has reviewed and considered the information contained in the Final EIR prior to making its decision on the Project. In addition, the City Council considered comments received during the public review process, as well as the responses to comments.

SECTION 4. The Final EIR identifies certain significant effects that would potentially result if the Project is approved. However, based on substantial evidence in the record, the City Council makes the following findings:

1. Changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the potentially significant environmental effects as identified in the Final EIR. As set forth in more detail in the Statement of Findings and Facts attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full, all potentially significant environmental effects can feasibly be avoided or mitigated and will be avoided or mitigated by the plans, programs and policies (PPPs), project design features (PDFs) and mitigation measures (MMs) in the Mitigation Monitoring and Reporting Program attached hereto as Exhibit B and incorporated herein by this reference as if set forth in full.
2. As set forth in more detail in the Statement of Findings and Facts attached hereto as Exhibit A and the Mitigation Monitoring and Reporting Program attached hereto as Exhibit B, to the extent such changes or alterations are within the responsibility and jurisdiction of another public agency, such

changes have been adopted by such other agency or can and should be adopted by such other agency.

3. As set forth in more detail in the Statement of Findings and Facts attached hereto as Exhibit A, any potential mitigation measures and potential Project alternatives that were not incorporated into the Project were rejected as infeasible based upon specific economic, legal, social, technological, or other considerations.

SECTION 4. Pursuant to Fish and Game Code Section 711.4(c) and the conclusions of the EIR, all required Fish and Game filing fees shall be paid subsequent to certification of the EIR for the Concordia University CUP Modification/Zone Change Campus Master Build-Out Plan Update (SCH No. 2015091023).

SECTION 5. As noted above in Section 2, although the Final EIR identifies certain significant environmental effects that would result if the Project is approved, all environmental effects can feasibly be avoided or mitigated. The applicable plans, programs and policies (PPPs), project design features (PDFs) and mitigation measures (MMs), included in the Final EIR attached as Exhibit B, have been incorporated into the Project or identified as requirements of the Project.

SECTION 6. Based on the above findings, the City Council finds that the Final EIR has been completed in compliance with CEQA and the State CEQA Guidelines, and the City's CEQA Procedures. The City Council hereby certifies as complete and adequate the Final EIR and hereby adopts the CEQA Findings of Fact (Exhibit A) and Mitigation Monitoring and Reporting Program (Exhibit B).

SECTION 7. The location and of the documents or other materials which constitute the record of proceedings upon which the City Council's decision is based is the City of Irvine, Community Development Department, One Civic Center Plaza, Irvine, California 92623-9575. The City's Community Development Department is the custodian of the record of proceedings for the Project. Copies of the documents and other materials that constitute the record of proceedings, are and at all relevant times have been and will be available upon request directed to the City's Community Development Department.

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular hearing held on the 25<sup>th</sup> day of April 2017, by the following roll call vote:

\_\_\_\_\_  
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 25<sup>th</sup> day of April 2017.

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

\_\_\_\_\_  
CITY CLERK OF THE CITY OF IRVINE

DRAFT

FINDINGS OF FACT REGARDING THE  
FINAL ENVIRONMENTAL IMPACT REPORT FOR  
CONCORDIA UNIVERSITY CUP MODIFICATION/  
ZONE CHANGE  
CAMPUS MASTER BUILD-OUT PLAN UPDATE  
IRVINE, CALIFORNIA

STATE CLEARINGHOUSE NO. 2015091023

April 2017

EXHIBIT A

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## I. INTRODUCTION

### A. Findings of Fact

The California Environmental Quality Act (“CEQA”) (Pub. Resources Code, §§ 21000-21178) and the State CEQA Guidelines (Cal. Code Regs., tit. 14, §§ 15000-15387) require that the lead agency analyze and provide findings on a project’s environmental impacts before approving the project. If a project will generate significant environmental effects that cannot be avoided or substantially lessened, then before approving the project, the lead agency must provide a statement of overriding considerations documenting that the project’s benefits outweigh its unavoidable adverse significant environmental effects.

The City of Irvine (the “City”), in its capacity as the CEQA Lead Agency, has prepared these Findings of Fact (“Findings”) to comply with CEQA for the Concordia University Conditional Use Permit (“CUP”) Modification/Zone Change for the Campus Master Build-Out Plan Update (the “Project”). The Project is within the City’s jurisdiction. The Project Applicant is Concordia University. Specifically, regarding Findings, State CEQA Guidelines Section 15091 establishes the following requirements:

- (a) No public agency shall approve or carry out a project for which an EIR has been certified which identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding. The possible findings are:
  - 1. Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the final EIR.
  - 2. Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.
  - 3. Specific economic, legal, social, technological, or other considerations, including the provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.
- (b) The findings required by subdivision (a) shall be supported by substantial evidence in the record.
- (c) The finding in subdivision (a)(2) shall not be made if the agency making the finding has concurrent jurisdiction with another agency to deal with identified feasible mitigation measures or alternatives. The finding in subdivision (a)(3) shall describe the specific reasons for rejecting identified mitigation measures and project alternatives.

- (d) When making the findings required in subdivision (a)(1), the agency shall also adopt a program for reporting on or monitoring the changes which it has either required in the project or made a condition of approval to avoid or substantially lessen significant environmental effects. These measures must be fully enforceable through permit conditions, agreements, or other measures.
- (e) The public agency shall specify the location and custodian of the documents or other materials which constitute the record of the proceedings upon which its decision is based.
- (f) A statement made pursuant to Section 15093 does not substitute for the findings required by this section.

The “changes or alterations” under Section 15091(a)(1) that would avoid or substantially lessen a project’s significant environmental effects can include a variety of measures or actions, including but not limited to:

- (a) Avoiding the impact altogether by not taking a certain action or parts of an action.
- (b) Minimizing impacts by limiting the degree or magnitude of the action and its implementation.
- (c) Rectifying the impact by repairing, rehabilitating, or restoring the impacted environment.
- (d) Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action.
- (e) Compensating for the impact by replacing or providing substitute resources or environments.

A Statement of Overriding Considerations states that the decision-making body has balanced the benefits of the proposed Project against its unavoidable significant environmental effects and has determined that the benefits of the proposed Project outweigh the adverse effects and, therefore, the adverse effects are considered to be acceptable. Because the proposed Project would not result in any significant and unavoidable impacts, a Statement of Overriding Considerations is not required for the proposed Project.

Having received, reviewed and considered the Final Environmental Impact Report (Final EIR) for the Concordia University CUP Modification and Zone Change for the Campus Master Build-Out Plan Update (Final EIR) (State Clearinghouse [SCH] No. 2015091023), as well as all other information in the record of proceedings on this matter, the following Findings are hereby adopted by the City of Irvine. The Findings set forth the environmental and other bases for current and subsequent discretionary actions to be undertaken by the City and responsible agencies for the implementation of the proposed Project.

**B. Record of Proceedings**

For purposes of CEQA and these Findings, the Record of Proceedings for the Project consists of the following documents and other evidence, at a minimum:

- The Notice of Preparation (NOP) and all other public notices issued by the City in conjunction with the Project;
- The Draft EIR for the Project;
- The Final EIR for the Project (SCH No. 2015091023);
- All documents, studies, EIRs or other materials incorporated by reference in the Draft EIR and Final EIR;
- All written comments submitted by the agencies, organizations, or members of the public during the public review comment period on the Draft EIR, including a list of all commenters;
- All responses to written comments submitted by agencies or members of the public during the public review comment period on the Draft EIR;
- All written and verbal public testimony presented during a noticed public hearing for the Project at which such testimony was taken;
- Information provided in submissions of testimony from officials and Departments of the City, the public and other municipalities and agencies;
- The Mitigation Monitoring and Reporting Program (MMRP);
- The Ordinances and Resolutions adopted by the City in connection with the Project, and all documents incorporated therein;
- Matters of common knowledge to the City, including but not limited to federal, state, and local laws and regulations;
- Any documents expressly cited in these Findings; and
- Any other relevant materials required to be in the record of proceedings by Public Resources Code Section 21167.6(c).

**C. Custodian and Location of Records**

Each section of the Draft EIR, incorporated as part of the Final EIR, contains a list of the references used in the preparation of the environmental analysis. The documents and other materials that constitute the record of proceedings for the City's approval of the Final EIR and actions related to the Project are located at the City of Irvine, Community Development Department, One Civic Center Plaza, Irvine, California 92623-9575. The City's Community Development Department is the custodian of the record of proceedings for the Project. Copies of the documents and other materials that constitute the record of proceedings, are and at all relevant times have been and will be available upon request directed to the offices of the City's Community Development Department. These Findings provide this information in compliance

with California Public Resources Code section 21081.6(a)(2) and State CEQA Guidelines Section 15091(e).

## **II. PROJECT SUMMARY**

### **A. Project Location**

The Concordia University Irvine main campus (also referred to herein as “the campus” or “the project site”) encompasses 72.8 acres and is located at 1530 Concordia West in the City of Irvine (City), in Orange County, California. The campus is located in the City’s Planning Area (PA) 21 (Turtle Rock), and is generally located south of University Drive and Mason Regional Park, west of Ridgeline Drive, north of Turtle Rock Drive, and east of the Concordia West roadway.

### **B. Project Description**

The proposed Project involves (1) a Major Modification to the existing CUP for Concordia University Irvine to reflect the proposed Campus Master Build-Out Plan Update and (2) a Zone Change to revise Special Development Requirements (SDRs) identified in Section 9-21-7.B of the City of Irvine Zoning Ordinance. Many of these SDRs have already been met or are not applicable to the proposed Project because they address development of the residential uses adjacent to the campus (Concordia East and Concordia West). The proposed Project does not require any changes to the City of Irvine General Plan and would not change the existing General Plan designation of Educational Facilities or the zoning designation of 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.

With respect to the changes in physical development at the campus that would occur with implementation of the proposed Campus Master Build-Out Plan Update, of the 16 existing institutional (non-residential) buildings (approximately 243,571 sf), 7 buildings would be demolished (approximately 71,231 sf). New construction (new buildings and additions to existing buildings) would involve up to 148,880 sf of institutional square footage. Therefore, should the Campus Master Build-Out Plan Update be fully implemented, there would be 321,220 sf of institutional buildings on campus, an increase of 77,649 sf compared to existing conditions. As outlined in Table 3-2, in Section 3, Project Description, of the Draft EIR, Phases 1 and 2 of the proposed Campus Master Build-Out Plan would involve development of 48,580 sf of new institutional uses. There would be no buildings demolished to implement Phases 1 and 2. With implementation of Phases 3 and 4, building demolition discussed above would occur, and 100,300 sf of new institutional development would be constructed. The four existing residence halls, which accommodate 256 units/1,024 beds, would be retained, and a new residence hall would be constructed (74 units/296 beds) during Phase 3, resulting in a total of 330 units/1,320 beds.

The total square footage of institutional (non-residential) building space would not increase above the total amount currently allowed to be built on campus based on current

entitlements (321,220 sf per 43809-CPM). Additionally, the proposed Project would not increase the institutional (dormitory) dwelling units/beds (330 dwelling units/1,320 beds) currently allowed on campus based on existing entitlements.

In addition to institutional buildings and a residence hall, the proposed Campus Master Build-Out Plan Update would allow for added, relocated, or improved recreational and athletic facilities. Phases 1 and 2 would include upgrades to the track and soccer field, installation of athletic field lighting at all fields, and construction of two new sand volleyball courts. Phases 3 and 4 would include construction of a new lap and recreational pool with kidney-shaped “play” area for students and staff only (not for athletic competition), and two new tennis courts with four relocated tennis courts on a deck over the southwest parking area.

On-campus surface parking lots would provide all parking. New parking areas are proposed to be added and existing parking areas would remain, be reconfigured, or be removed (there would be a net increase of 218 parking spaces). Internal campus roadway improvements and off-site improvements at the Ridgeline Drive and Concordia East roadway intersection, including installation of a traffic signal, are proposed. Although not required to mitigate traffic impacts, to address input received during the scoping process, the Draft EIR also addresses proposed intersection and roadway improvements at the intersection of Ridgeline Drive and the Concordia East roadway. Taking into consideration existing physical constraints (including biological resources), a potential intersection improvement includes the addition of a shared left/right eastbound lane that would improve the operation of the intersection by providing a second outbound lane for residential and University traffic, subject to the approval of the County of Orange (OC Parks).

On-site utility infrastructure (e.g., water [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 improvements and off-site improvements along Ridgeline Drive and University Drive (for upgraded dry utility infrastructure). Structural and non-structural water quality best management practices (BMPs) would be implemented in compliance with applicable regulations. Fuel modification (for fire protection purposes) required for new development, and additional fuel modification to address existing conditions would be implemented. In addition, installation of landscaping, hardscape, lighting, walls/fences 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. A description of the proposed Project components that would occur with each phase is provided in Section 3.0, Project Description.

### **C. Use of Environmental Impact Report**

The City of Irvine is the public agency which has the principal responsibility for carrying out or approving the project and, as such, is the Lead Agency for this proposed Project under CEQA. The Lead Agency must identify, evaluate, and consider the potential environmental impacts of a project prior to taking any discretionary action on the project. The EIR is intended to provide information to the Lead Agency and other public agencies, the general public, and

decision makers regarding the potential environmental impacts from the construction and operation of the proposed uses allowed by the proposed CUP Modification and Zone Change for the Campus Master Build-Out Plan Update.

The EIR is intended to serve as the primary environmental clearance document for all future entitlements associated with implementation of the proposed Project, including all discretionary approvals requested or required to implement the project. Proposed Phase 1 and Phase 2 components of the Campus Master Build-Out Plan Update, as described in Section 3.0, Project Description, of the EIR which are anticipated to be constructed between 2017 and 2020, have been evaluated in the EIR at a “project level.” Pursuant to Section 15161 of the State CEQA Guidelines, a Project EIR examines the environmental impacts of a specific development project. The entirety of the Campus Master Build-Out Plan Update (including Phases 3 and 4, which are expected to be constructed subsequent to Phases 1 and 2 starting in approximately 2020 and 2025 respectively) is being addressed at a “program level.” Subsequent actions implementing the proposed Campus Master Build-Out Plan Update will be reviewed as required by Section 21166 of the California Public Resources Code and Sections 15162 and 15163 of the State CEQA Guidelines.

The City, as the Lead Agency, will use the Final EIR in assessing the effects of the City actions detailed below. The City’s actions will include, but are not limited to, the following:

- Certification of the Environmental Impact Report. The proposed Project requires acceptance of the environmental document as having been prepared in compliance with CEQA and the State and City CEQA Guidelines, and certification that the data were considered in the final decisions on the project.
- Major Modification to CUP 12273-CUP, as subsequently modified, to update the Campus Master Build-Out Plan (Case No. 00612052-PCPU). The proposed Project requires a major modification to the existing CUP, as described in Section 3.4.1, of the Draft EIR.
- Zoning Ordinance Amendment (Case No. 00629029-PZC). The proposed Project requires an amendment to the Irvine Zoning Ordinance to remove and/or revise Special Development Requirements. Certain SDRs are being addressed through project-specific Conditions of Approval rather than in the Zoning Ordinance as discussed in Section 3.4.2 of the Draft EIR, and Section 5.9, Land Use and Planning, of the Draft EIR.

Subsequent to the discretionary process, ministerial permits or approvals (such as grading permits, building permits, and street work permits) would be issued by the City or other appropriate agencies in order to allow site preparation, construction in public street right-of-way (e.g., for the potential installation of the traffic signal and upgraded dry utility infrastructure), and construction of the proposed Project and connections to off-site utility infrastructure.

State and local agencies in addition to the City may use the Final EIR in connection with any discretionary actions required to implement or otherwise assure development of the Project including, but not limited to, the following actions:

- Regional Water Quality Control Board (“RWQCB”). Pursuant to the Federal Clean Water Act, the Project may require a NPDES permit and Section 401 water quality certification.
- OC Parks (County of Orange). The Project may require acquisition/easement/encroachment permit for improvements at the Concordia East/Ridgeline Drive intersection.

**D. Statement of Objectives**

Section 15124(b) of the State CEQA Guidelines indicates that an EIR must include “a statement of objectives sought by the proposed Project”. Following are the objectives established for the proposed Project:

1. Implement the remaining development allowed on campus by existing City of Irvine General Plan and Zoning entitlements and ensure that development of the site is consistent with applicable goals and objectives of the City as set forth in the *General Plan*.
2. Update the current Campus Master Build-Out Plan to accommodate the physical resources needed to support Concordia University’s Strategic Plan and to accomplish this in a manner that preserves the environmental quality of the main campus and the surrounding community while maintaining the currently allowed maximum development of 321,220 sf of institutional buildings.
3. Provide the previously approved 74 residential units/296 beds to address current and anticipated demand for undergraduate student on campus housing, and to improve the quality of student life and academic experience.
4. Replace aging infrastructure and buildings at the main campus to allow for the development of state of the art, and Americans with Disabilities Act of 1990 (ADA) compliant, academic facilities and co-curricular facilities, including science, visual arts and performing arts facilities, which will also facilitate recruitment of faculty and students.
5. Provide new, relocated and/or improved athletic facilities at the main campus to better serve Concordia’s sports teams and the student athletes, including the provision of athletic field lighting to allow use of fields in the evening to facilitate student athlete’s academic schedules.
6. Provide additional recreational opportunities at the main campus to support the existing and anticipated future increase in the campus population.
7. Improve pedestrian and vehicular access and circulation on campus, including on-site parking, and strengthen the public bicycle linkage that traverses the campus.
8. Improve traffic operations at the intersection of Ridgeline Drive/Concordia East, which currently operates at a deficient level of service, and warrants a signal based on the City’s Transportation Design Procedures (TDP)-12 (Signal Warrants) analysis.



### **III. ENVIRONMENTAL REVIEW AND PUBLIC PARTICIPATION**

In its role as the lead agency, the City determined that an EIR would be required for the proposed project and distributed a Notice of Preparation (“NOP”) on September 9, 2015, for 30-day review. In addition to a letter from the Governor’s Office of Planning and Research (OPR) identifying that the Initial Study (“IS”) and NOP was transmitted to state agencies, a total of 16 agencies and interested parties responded to the NOP. The IS and NOP and written comments to the NOP are included in the Draft EIR, Appendix A, and summarized in Section 2.4, Public Review Process, of the Draft EIR and are on file at the City of Irvine, Community Development Department, One Civic Center Plaza, Irvine, California, 92606.

On September 29, 2015, the City held a public scoping meeting at Irvine City Hall to describe the project, answer questions, and seek public input regarding the proposed scope of the EIR analysis. Notice of the scoping meeting was sent to 58 interested agencies, organizations, and individuals along with a copy of the IS and NOP. The meeting was attended by approximately 18 residents from the Concordia East and Concordia West communities and representatives of Concordia University. Besides the City of Irvine, there were no public agency representatives present at the scoping meeting. Issues raised at the scoping meeting are also in Section 2.4 of the Draft EIR and, along with NOP comments received, were considered in the preparation of the Draft EIR.

The Draft EIR was distributed for public review and comment for a required 45-day public review period that began on August 1, 2016 and ended on September 14, 2016. In compliance with Section 15087 of the State CEQA Guidelines, the City of Irvine provided public Notice of Availability (NOA) of the Draft EIR at the same time it sent a Notice of Completion to the Office of Planning and Research. The City of Irvine used several methods to solicit comments on the Draft EIR. The NOA, along with a CD containing the Draft EIR and technical appendices, was mailed to various agencies and organizations and to individuals who had previously requested such notice. The Draft EIR was submitted to the State Clearinghouse for distribution to and review by State agencies. The NOA was also mailed to all property owners and occupants within 500 feet of the project site; homeowners associations within 500 feet of the project site; all Concordia East and West occupants and owners; and all interested parties who previously called, corresponded, attended an EIR scoping session, and/or provided comments on the IS/NOP. Additionally, the NOA was posted on site and off site (City bulletin boards as well as along Concordia East and Concordia West directly outside of the Concordia campus). Copies of the Draft EIR were available for review at four public libraries, at City Hall, and at the Concordia University Library. The Draft EIR was also available on the City’s website.

In addition to correspondence from the Governor’s Office of Planning and Research, 49 comment letters were received by the City; 7 of these letters were received after the end of the 45-day public review period. Additionally, 2 form letters were submitted; Form Letter A was submitted by 47 individuals and Form Letter B was submitted by 10 individuals. All of the comment letters received by the City have been included and responded to in the EIR. Comments contained in the letters that address environmental issues are thoroughly responded to in Section 2.0 of the Final EIR. Form Letter A was also transmitted as a “petition” with 87 signatures from the Concordia East community and 32 signatures from the Concordia West community; some of these people who signed the petition also submitted individual comment letters. The Final EIR

also revisions and clarifications to the Draft EIR as a result of the comments received. City staff have reviewed this information and determined that it does not constitute significant new information, so recirculation of the Draft EIR for further comment (pursuant to State CEQA Guidelines, Section 15088.5) is not required. The Final EIR, including all responses to comments submitted on the Draft EIR were provided to the commenters, at least 10 days before final action on the Project.

A Planning Commission public hearing was held on March 16, 2017; and the Planning Commission made recommendations to the City Council on the Final EIR and Project requests. The Planning Commission recommended certification of the Final EIR (SCH No. 2015091023) and adoption of the Mitigation, Monitoring, and Reporting Program (“MMRP”), and these Findings (Resolution No. 17-3596); and, recommended approval of the requested Zone Change (Resolution No. 17-3597). The Planning Commission also approved the requested CUP Modification for the Campus Master Build-Out Plan (Resolution No. 17-3598), contingent upon the City Council’s certification of the Final EIR and approval of the Zone Change. A subsequent City Council public hearing was held, at which time the City Council, as the final approval body, considered the proposed Project and certification of the Final EIR for the proposed Project. The City Council made findings regarding the extent and nature of the impacts as depicted in the Final EIR. **The Final EIR was certified as complete by the City before making a decision to approve or deny the Project.** Public input was encouraged at all public hearings before the City.

#### **IV. GENERAL FINDINGS**

The City hereby finds as follows:

- The City is the lead agency for the proposed Project evaluated in the Final EIR;
- The Draft EIR and Final EIR were prepared in compliance with CEQA and the Guidelines;
- The City has independently reviewed and analyzed the Draft EIR and the Final EIR, and these documents reflect the independent judgment of the City Council and the City;
- A Mitigation, Monitoring, and Reporting Program (“MMRP”) has been prepared for the Project, and compliance with each of the mitigation measures, project design features, and plans programs and policies set forth in the MMRP has been made a condition of approval of the Project. The MMRP is incorporated by reference and is considered part of the record of proceedings for the Project;
- The MMRP designates the monitoring and reporting responsibility, method and anticipated timing for the implementation of mitigation. The City will serve as the MMRP Coordinator;
- In determining whether the Project has a significant impact on the environment, and in adopting these Findings under California Public Resources Code Section 21081; the City has complied with California Public Resources Code Sections 21081.5 and 21082.2;

- The impacts of the proposed Project have been analyzed to the extent feasible at the time of certification of the Final EIR;
- The City reviewed the comments received and responses provided on the Draft EIR and Final EIR and has determined that neither the comments nor the responses add significant new information on environmental impacts. The City has based its actions on full appraisal of all viewpoints, including all comments received up to the date of adoption of these Findings, concerning the environmental impacts identified and analyzed in the Final EIR;
- The responses to the comments on the Draft EIR, which are contained in the Final EIR, clarify and amplify the analysis in the Draft EIR;
- Having reviewed the information contained in the Draft EIR, Final EIR, and record of proceedings, as well as the requirements of CEQA and the Guidelines regarding recirculation of Draft EIRs, and having analyzed the changes in the Draft EIR, which have occurred since the close of the public review period, the City finds that there is no significant new information in the Final EIR and finds that recirculation is not required;
- The City has made no decisions that constitute an irreversible commitment of resources toward the Project prior to certifying the Final EIR, nor has the City previously committed to a definite course of action for the Project;
- Copies of all the documents incorporated by reference in the Final EIR are and have been available upon request at all times at the offices of the City, which is the custodian of record for these documents or other materials; and
- Having received, reviewed, and considered all information and documents in the record, the City hereby conditions the Project on the requirements and determinations stated in these Findings.

## **V. SUMMARY OF ENVIRONMENTAL IMPACTS**

At a session assembled on April 25, 2017, the City Council determined that, based on all of the evidence presented, including but not limited to the Draft and Final EIRs, written and oral testimony given at meetings and hearings, and the submission of testimony from the public, organizations, and other public agencies, the following environmental impacts associated with the project are: (1) less than significant and do not require mitigation, or (2) potentially significant but will be avoided or reduced to a level of insignificance through the identified Mitigation Measures. No significant and unavoidable impacts would result from implementation of the proposed Project.

## **VI. FINDINGS REGARDING LESS THAN SIGNIFICANT IMPACTS NOT REQUIRING MITIGATION**

Consistent with Public Resources Code section 21002.1 and section 15128 of the State CEQA Guidelines, the Draft EIR focused its analysis on potentially significant impacts, and limited discussion of other impacts for which it can be seen with certainty there is no potential for significant adverse environmental impacts. State CEQA Guidelines section 15091 does not

require specific findings to address environmental effects that an EIR identifies as “no impact” or a “less than significant” impact. Nonetheless, the City Council hereby finds that the Project would have either no impact or a less than significant impact to the following resource areas:

**A. Aesthetics**

**1. Would the project have a substantial adverse effect on a scenic vista? (Initial Study Impact I.a.)**

**Finding:** No impact. (Initial Study, p. 13.)

**Facts in Support of Finding:** The *City of Irvine General Plan's* Land Use Element identifies “major views” on Figure A-4, Scenic Highways. There are two major views on University Drive: (1) looking east at the University Drive/Ridgeline Drive intersection and (2) looking south at the University Drive/Culver Drive intersection. There are no major views identified on Figure A-4 that would include views of the project site. Therefore, no impacts to scenic vistas would occur with implementation of the proposed Project.

**2. Would the project substantially damage scenic resources including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? (EIR Impacts 1.1a and 1.1b)**

**Finding:** Less than significant impact. (DEIR, p. 5.1-13.)

**Facts in Support of Finding:** The Concordia University campus is not visible from I-405; therefore, implementation of the proposed Project would not damage scenic resources within a State scenic highway. Views of the campus from most vantage points along University Drive are completely or partially obstructed due to intervening topography and mature trees and vegetation along University Drive and because the majority of the development on campus is set back from the northern boundary. The proposed project would involve the construction of new buildings in the northern portion of the campus. With the exception of the Keck Astronomy Center, which is north of the Concordia East roadway, these buildings would replace existing buildings, which are not historic, and would be located on sites that do not contain scenic resources, with the exception of mature trees. However, it is primarily the mature trees along the north side of the Concordia East roadway and along the northern campus boundary that are visible from University Avenue. Similar to existing conditions, the new buildings would either be completely or partially obstructed from views from University Drive. Additionally, the trees along the northern property boundary would not be removed and new trees would be planted in the areas surrounding the building sites. There are no major ridgelines visible from locations along University Drive where the campus is also visible. Impacts would be less than significant and no mitigation is required.

**3. Would the project substantially degrade the existing visual character or quality of the site and its surroundings? (EIR Impacts 1.2a and 1.2b)**

**Finding:** Proposed construction activities and development of the proposed Project would alter the views of the campus from vantage points on- and off-campus. However, with incorporation of identified PPPs and PDFs into the Project, impacts would be less than significant and no mitigation is required. (DEIR, pp. 5.1-21, 5.1-27.)

**Facts in Support of Finding:** There would be views of construction activities in various stages on campus, including earthwork and associated construction equipment, building construction activities and equipment, and building material stockpiles. Visual changes associated with construction would be less than significant with implementation of PDF 1-1 which requires the installation of screened perimeter fencing around construction staging and construction sites during construction.

Implementation of the proposed Campus Master Build-Out Plan Update (Phases 1 through 4) would alter the views of the campus from on- and off-campus vantage points to the north, south, east, and west and internal to the campus primarily due to the introduction of new institutional structures and completion of other proposed improvements such as lighting to on-campus athletic facilities. However, these visual changes would occur on an already developed campus. Physical development on campus is required to comply with the provisions of the Irvine Zoning Ordinance, which address visual character, as described in Section 5.1.1, Regulatory Setting, of the Draft EIR. Applicable regulations in the Zoning Ordinance include landscaping, site coverage, and building setbacks. Additionally, development on campus is required to comply with the City's Hillside Development regulations for all development projects in Planning Area (PA) 21, which includes the proposed project. Consistent with Chapter 3-37, Zoning District Land Use Regulations and Development Standards, of the City's Zoning Ordinance, which addresses institutional uses in the City, proposed buildings would not exceed 50 feet in height and building coverage would not exceed 50 percent (refer to PPP 1-1). Light poles of various types and heights would be installed as part of these project elements as necessary to provide sufficient lighting for proposed activities, security, and safety. Consistent with existing conditions, parking lot lights would be up to approximately 20 feet; however, light poles for athletic field lighting would range from 40-foot high (at the tennis and sand volleyball courts) to 90-foot high (at the baseball field). The maximum pole height would be 90-feet at two poles for the baseball field; however, the higher light pole is necessary to ensure that off-site light and glare impacts do not occur. Project site landscaping would be installed consistent with the conceptual planting plan for the project and would exceed the minimum landscape area requirements of Chapter 3-37 of the Irvine Zoning Ordinance.

To maintain a cohesive visual image on campus, all future development (institutional and residential) would follow the architectural style guidelines outlined in the *Narrative of Proposed Architectural Styles* prepared for the campus (June 2016), which is included in Appendix C to the Draft EIR. These guidelines address building orientation, building massing, exterior building materials, building entrances, fenestration, view opportunities throughout the campus, natural daylighting, rooftops, and placement and screening of mechanical enclosures. The requirement to follow the established campus architectural guidelines is incorporated into the project through PPP 1-3. Additionally, all future development would be subject to review pursuant to Chapter 2-19, Minor/Major

Modification Procedure, of the City of Irvine Zoning Ordinance. Adherence to Chapter 2-19 ensures that applications for any proposed future buildings on campus that include revisions to the approved Conditional Use Permit are appropriately categorized as Minor or Major, and are subject to the application and approval requirements outlined, including a determination as to whether the revisions would cause any significant environmental impact (refer to PPP 1-3). This impact is less than significant with incorporation of identified PDFs and PPPs.

**PPPs and PDFs:**

***Phases 1 through 4***

**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).

**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).

**PDF 1-1** 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.

**B. Agriculture and Forestry Resources**

**1. Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California resources Agency, to non-agricultural use? (Initial Study Impact II.a.)**

**Finding:** No Impact. (Initial Study, p. 14.)

**Facts in Support of Finding:** Based on farmland mapping published by the California Department of Conservation, the project site is designated in the Farmland Mapping and

Monitoring Program (FMMP) as “Urban and Built-Up Land”, as are the residential areas to the east and west. Mason Regional Park to the north and the preserved open space to the south are designated as “Other Land”. No portion of the project site is located on land designated as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance according to the California Department of Conservation.

**2. Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract? (Initial Study Impact II.b.)**

**Finding:** No Impact. (Initial Study, p. 14.)

**Facts in Support of Finding:** No portion of the project site or adjacent areas is zoned for agricultural use or currently under Williamson Act contract.

**3. Would the project conflict with existing zoning for, or cause rezoning of, forest land, timberland, or timberland zoned Timberland Production? (Initial Study Impact II.c.)**

**Finding:** No impact. (Initial Study, p. 15.)

**Facts in Support of Finding:** The *City of Irvine General Plan’s* Land Use Element designates the project site as Educational and the site is zoned 6.1 Institutional per the Irvine Zoning Code. The site is not designated or zoned for forestland, timberland, or timberland zoned Timberland Production.

**4. Would the project result in the loss of forest land or conversion of forest land to non-forest use? (Initial Study Impact II.d.)**

**Finding:** No impact. (Initial Study, p. 15.)

**Facts in Support of Finding:** The project site is the Concordia University Irvine main campus, which is largely developed with existing buildings, athletic fields, and parking areas, and includes ornamental landscaping. There are no forestlands on the project site or in the surrounding area. Therefore, the project would not result in a loss or conversion of forestland to non-forest use.

**5. Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use? (Initial Study Impact II.e.)**

**Finding:** No impact. (Initial Study, p. 15.)

**Facts in Support of Finding:** The project site and surrounding areas do not support agricultural or forestlands. The proposed Project would not result in the conversion of farmland to nonagricultural use or conversion of forestland to non-forest use.

C. **Air Quality**

1. **Would the project conflict with or obstruct implementation of the applicable air quality plan? (EIR Impact 2.1)**

**Finding:** The proposed project would not conflict with or obstruct the SCAQMD AQMP. The impact would be less than significant, and no mitigation would be required. (DEIR, p. 5.2-22.)

**Facts in Support of Finding:** The South Coast Air Quality Management District's (SCAQMD's) *CEQA Air Quality Handbook* identifies that a project should be considered to be consistent with the air quality management plan (AQMP) if it furthers one or more policies and does not obstruct other policies. The two principal criteria for conformance to an AQMP are (1) whether the project would result in an increase in the frequency or severity of existing air quality violations, cause or contribute to new violations, or delay timely attainment of air quality standards and (2) whether the project would exceed the assumptions in the AQMP.

The City of Irvine CEQA Manual identifies a three-tiered screening approach for determining if a project is consistent with the AQMP. Based on the established screening criteria, the proposed Campus Master Build-Out Plan Update (Phases 1 through 4) would be consistent with the AQMP. The existing General Plan land use designation for the campus is Institutional Use - "Educational Facilities". The proposed Project is consistent with this land use designation, and the proposed increase in on-campus beds and institutional square footage is already assumed in the City of Irvine General Plan. Additionally, the proposed Project is not regionally significant and would not exceed the SCAQMD localized or regional significance thresholds. Therefore, the proposed Project would not conflict with the adopted 2012 AQMP and jeopardize attainment of state and national ambient air quality standards in the area under the jurisdiction of the SCAQMD. The impact would be less than significant and no mitigation is required.

2. **Would the project violate any air quality standard or contribute substantially to an existing or projected air quality violation? (EIR Impacts 2.2a and 2.2b)**

**Finding:** Implementation of the proposed Project would generate short-term and long-term air pollutant emissions; however, with adherence to identified PPPs, which are incorporated into the Project, regional and local construction emissions not exceed the established SCAQMD thresholds and would be less than significant. No mitigation is required. (DEIR, pp. 5.2-27, 5.2-30.)

**Facts in Support of Finding:** The estimated project emissions data assume implementation of PPPs 2-1 and 2-2, which require compliance with SCAQMD Rules related to dust, particulate, and volatile organic compound (VOC) emissions. As shown in Tables 5.2-9 and 5.2-12 of the Draft EIR, emissions during the construction phases would not exceed the SCAQMD's local significance thresholds (LSTs) for the specified pollutants. Therefore, impacts related to localized pollutant concentrations during



construction would be less than significant, and no mitigation is required. As shown in Tables 5.2-10 and 5.2-11 of the Draft EIR, the mass daily construction-related emissions generated during the project construction phase would also not exceed the thresholds of significance recommended by the SCAQMD. Impacts would be less than significant and no mitigation is required.

As shown in Table 5.2-13 of the Draft EIR, the average daily emissions resulting from operation of Phases 1 through 4 of the proposed Project, and any existing structures to remain, would not exceed the SCAQMD thresholds. The net increase in emissions from implementation of proposed development in Phases 1 through 4 would be less than these calculated emissions. Therefore, impacts associated with regional operational emissions from the proposed Project and would be less than significant, and no mitigation is required.

**PPPs:**

***Phases 1 through 4***

**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.

**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 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.

**3. Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)? (EIR Impacts 2.3a and 2.3b)**

**Finding:** With the incorporation of identified PPPs, the mass daily and localized emissions generated by construction-related and operational activities for the proposed Project would not exceed the thresholds of significance recommended by the SCAQMD. Therefore, the proposed Project would not generate a cumulatively considerable net increase of criteria pollutants, and no mitigation is required. (DEIR, pp. 5.2-31, 5.2-32.)

**Facts in Support of Finding:** The South Coast Air Basin (SoCAB) is in nonattainment for ozone (O<sub>3</sub>) (VOC and nitrogen oxides [NO<sub>x</sub>] are O<sub>3</sub> precursors), particles smaller than or equal to 10 microns in diameter size (PM<sub>10</sub>) and smaller than or equal to 2.5 microns in diameter (PM<sub>2.5</sub>). The proposed Project would contribute these criteria pollutants to the area during short-term construction and long-term operational activities. With respect to determining the significance of the proposed Project contribution, the SCAQMD neither recommends quantified analyses of construction and/or operational emissions from multiple development projects nor provides methodologies or thresholds of significance to be used to assess the cumulative emissions generated by multiple cumulative projects. Instead, the SCAQMD recommends that a project's potential contribution to cumulative impacts be assessed utilizing the same significance criteria as those for project specific impacts. Furthermore, the SCAQMD states that if an individual development project generates less-than-significant construction or operational emissions impacts, then the development project would not contribute to a cumulatively considerable increase in emissions for those pollutants for which the SoCAB is in nonattainment.

With incorporation of PPPs 2-1 and 2-2, which require compliance with SCAQMD Rules related to dust, particulate, and VOC emissions, the mass daily and localized construction-related and operational emissions generated under the proposed Project would not exceed any of the thresholds of significance recommended by the SCAQMD. Therefore, the proposed Project would not contribute a cumulatively considerable increase in emissions for the pollutants for which the SoCAB is in nonattainment. The cumulative air quality impacts associated with the proposed Project would be less than significant.

**PPPs:**

Refer to **PPPs 2-1** and **2-2** provided previously.

**4. Would the project expose sensitive receptors to substantial pollutant concentrations? (EIR Impacts 2.4a and 2.4b)**

**Finding:** Phases 1 through 4 would have a less than significant impact related to (1) off-site CO hotspots, (2) exposure of persons to construction and operational phase criteria

pollutants, and (3) exposure to construction-related toxic air contaminant (TACs). Phase 3, which includes construction of the Science, Nursing and Healthcare Building, would incorporate PPP 2-3, and would have a less than significant impact related to exposure of persons TACs generated on site. No mitigation is required. (DEIR, pp. 5.2-33, 5.2-34.)

**Facts in Support of Finding:** The analysis of Ambient Air Quality for Criteria Pollutants – Local Significance Thresholds for Phases 1 and 2 shows that exposure of on- and off-site receptors to localized construction emissions would be less than significant, and no mitigation is required.

There would be no potential for a carbon monoxide (CO) hotspot or exposure of persons to CO in excess of the established criteria for ambient air quality for CO at the three signalized intersections (Michelson Drive/University Drive [PM peak hour]; Ridgeline Drive/University Drive [AM and PM peak hours]; and Jeffrey Road/Alton Parkway [AM and PM peak hours]) with LOS E or LOS F where the project would increase delay. This impact would be less than significant, and no mitigation is required.

In accordance with the Traffic and Parking Management Plan (TPMP), vehicles entering the campus will be directed to parking lots designated for specific events. Buses entering the campus will be requested to do so via the Turtle Rock Drive gate. Buses remaining on campus will be directed to park in designated bus parking areas. Buses will not be permitted to idle while parked on campus. The Traffic and Parking Management Plan will continue to be enforced through PDF 13-3 (discussed under Transportation/Traffic, below). Therefore, sensitive receptors would not be exposed to substantial ambient pollutant concentrations from nearby idling buses.

With respect to TACs, construction activities associated with the project would result in short-term emissions of diesel PM from the exhaust of off-road, heavy-duty diesel equipment used for demolition, site preparation (e.g., excavation and grading), paving, building construction, and other miscellaneous activities. The dose to which receptors are exposed is the primary factor used to determine health risk. Construction-related emissions of TACs would not expose sensitive receptors to substantial emissions of TACs because (1) the use of off-road, heavy-duty diesel equipment would be short in duration when compared to 70 years; (2) diesel PM has highly dispersive properties; and (3) further reductions in exhaust emissions from improved equipment would occur. Therefore, the proposed Project would have a less than significant impact related to emissions of diesel PM during construction, and no mitigation is required.

None of the new or expanded buildings proposed for the campus under Phases 1 and 2 would provide new facilities that use and release toxic chemicals into the outside air. Therefore, the impact would be less than significant, and no mitigation is required. However, the Science, Nursing and Health Care Building proposed under Phase 3 is a potential new source of toxic chemicals that could be released into the outside air. The potential health risks associated with any release of TACs are dependent upon the types and amounts of chemicals used and actually released into the outside air, which are unknown at this time. However, as required by PPP 2-3, any new sources of TACs would be subject to review and approval by the SCAQMD under Regulation XIV (Toxics and

Other Non-Criteria Pollutants); Rule 201 and Regulation II (requiring a Permit to Construct prior to the installation of any equipment that may cause air contaminants); and Rule 203 (requiring a Permit to Operate prior to the use of any equipment that may cause air contaminants). Compliance with all applicable SCAQMD rules and regulations would ensure that sensitive receptors at the campus and surrounding area would not be exposed to significant health risks. Therefore, the impact would be less than significant, and no mitigation is required.

**PPP:**

*Science, Nursing and Health Care Building (Phase 3)*

**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.

**5. Would construction and/or operation of the project create objectionable odors affecting a substantial number of people? (Initial Study Impact III.e.)**

**Finding:** Less than significant. (Initial Study, p. 17.)

**Facts in Support of Finding:** Potential construction odors include the on-site construction equipment's diesel exhaust and roofing, painting, and paving operations. There would be situations where construction activity odors would be noticed by the existing population in the immediate vicinity. These temporary odors are typical of urbanized environments and would not be objectionable. Additionally, these odors would dissipate rapidly from the source with an increase in distance and would be subject to construction and air quality regulations in order to minimize engine emissions. The proposed Project would not create any uses that are different than uses that currently exist, so no new odor sources would be created. Existing and potential odors, if any, associated with on campus operations, including instructional laboratory facilities, are localized and do not permeate to off-campus locations. The proposed Project would have a less than significant impact related to objectionable odors.

**D. Biological Resources**

- 1. Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites? (EIR Impact 3.4)**

**Finding:** The proposed Project may impact active nests of migratory birds and/or raptors. However, impacts would be less than significant with adherence to requirements outlined in PPPs 3-3 and 3-4. No mitigation is required. (DEIR, p. 5.3-46.)

**Facts in Support of Finding:** The survey area is located within a largely urbanized landscape that typically constrains wildlife movement; however, there is open space in the immediate vicinity of the survey area, including French Hill to the south and in Mason Regional Park and Sand Canyon Wash to the north. Sand Canyon Wash has been designated as Non-Reserve Open Space by the NCCP/HCP to the north of the survey area and as a Special Linkage to the east. Sand Canyon Wash would not be directly impacted by the proposed Project. Further, under the NCCP/HCP IA, the Reserve design incorporated sufficient connectivity for purposes of wildlife movement. Accordingly, impacts to regional movement are covered within approved development areas (such as the campus) designated by the NCCP/HCP and therefore do not require further mitigation.

Compliance with PPP 3-3, which addresses the requirements of the Migratory Bird Treaty Act, including the time frames that construction could occur, would ensure that potential impacts are less than significant. Compliance with PPP 3-4, which addresses the time frames that construction could occur to avoid nesting raptors and includes a preconstruction survey for active nests, would ensure that potential impacts are less than significant.

Traffic mitigation and roadway improvements at Ridgeline Drive and the Concordia East roadway would occur where the Special Linkage east of Ridgeline Drive connects to Non-Reserve Open Space west of Ridgeline Drive. This roadway work would be confined to an existing developed area or bare ground and would not impact vegetation. Given the existing levels of traffic along this roadway, these impacts are not expected to present a barrier to wildlife movement or affect nesting birds or raptors.

**PPPs:**

***Phases 1 through 4***

**PPP 3-3** 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:

- 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.
- 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 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.

**PPP 3-4** All construction activities shall comply with Sections 3503, 3503.5, 3511, and 3513 of the California Fish and Game Code, 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:

- 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.

- 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 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.

**2. Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? (EIR Impact 3.6)**

**Finding:** The proposed Project may impact urban forestry resources. Adherence to applicable requirements would ensure no conflict with the Urban Forestry Ordinance, and no impact would occur. No mitigation is required. (DEIR, p. 5.3-47.)

**Facts in Support of Finding:** In 1994, the City of Irvine enacted the Urban Forestry Ordinance (*Irvine Municipal Code*, Section 5-7-401 et al.) to protect and enhance the existing urban forest resources. An unspecified number of trees may be removed with implementation of the proposed Project. In addition, during implementation of Phase 1 two gum trees (*Eucalyptus* spp.) in the median of Turtle Rock Drive are expected to be removed as part of mitigation for traffic impacts at Turtle Rock Drive and the Concordia West roadway. Tree replacement through a tree permit application would be required for trees removed in the median of Turtle Rock Drive to ensure minimum landscaping requirements are met. Implementation of PPP 3-5 shall ensure that the proposed Project does not conflict with a local ordinance protecting urban forestry resources. Adherence to applicable requirements would ensure no conflict with the Urban Forestry Ordinance, and no impact would occur. It should also be noted that the proposed Project includes a landscape plan, which would involve the planting of various tree species on campus

(refer to the landscape plan provided in Exhibit 3-23 in Section 3.0, Project Description, of the Draft EIR).

**PPP:**

*Phases 1 through 4*

**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.

**3. Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? (EIR Impact 3.5).**

**Finding:** The proposed project would not conflict with the provisions of the NCCP/HCP, and no impact would occur. (DEIR, p. 5.3-46.)

**Facts in Support of Finding:** The Concordia University campus is within the planning area covered by the Central-Coastal Natural Community Conservation Plan (NCCP)/Habitat Conservation Plan (HCP). The NCCP/HCP identifies that the campus is in a development area of the NCCP/HCP. However, the survey area extends into areas designated as Non-Reserve Open Space (i.e., Mason Regional Park, including Sand Canyon Wash) and Existing Use (i.e., French Hill). The City is a participant in the NCCP/HCP and the Implementing Agreement (IA), and the proposed Campus Master Build-Out Plan (Phases 1 through 4) including proposed fuel modification activities and off-campus roadway/intersection improvements would be implemented in compliance with all applicable NCCP/HCP and associated IA requirements, including completion of required surveys for sensitive species. In addition, the analysis of impacts on species and habitats covered by the NCCP/HCP and recommended measures are consistent with the requirements of the NCCP/HCP. The proposed Project would not impact a Reserve area, Special Linkage area, Non-Reserve Open Space area, or a Transportation Corridor Wildlife Crossing. Therefore, the proposed Project would not conflict with the provisions of the NCCP/HCP, and no mitigation would be required.

**E. Cultural Resources**

**1. Would the project disturb any human remains, including those interred outside of dedicated cemeteries? (EIR Impacts 4.4a and 4.4b).**

**Finding:** There are no known human remains within the boundaries of the campus, including areas proposed for development. While not anticipated, buried and undiscovered archaeological remains, including human remains, may be present in



subsurface soils. With incorporation of PPP 4-3 into the proposed Project this impact is less than significant. No mitigation is required. (DEIR, p. 5.4-12.)

**Facts in Support of Finding:** There are no known human remains within the boundaries of the campus, including areas proposed for development under Phases 1 through 4. Therefore, construction activities would not disturb known human remains. However, as described above, buried and undiscovered archaeological remains, including human remains, may be present in subsurface soils. Implementation of PPP 4-3 provides the measures necessary to appropriately address such a situation by stopping 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. The Orange County Coroner would, in turn, contact the appropriate persons or groups with the authority to determine treatment or disposing of the human remains as provided in Section 5097.98 of the Public Resources Code. As such, the proposed Project's potential to impact human remains, if any, would be less than significant.

**PPP:**

*Phases 1 through 4*

**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:

- 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 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
- 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:
  1. The 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;

2. The identified descendant fails to make a recommendation; or
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]).

**F. Geology and Soils**

1. **Would the project expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Initial Study Impact VI.a.)**

**Finding:** No Impact. (Initial Study, pp. 22-23.)

**Facts in Support of Finding:** There are no major or active faults mapped at the site that could result in surface rupture, nor is the site located in an Alquist-Priolo Fault Rupture Hazard Zone. There would be no impact from risk of loss, injury, or death involving fault rupture.

2. **Would the project result in substantial soil erosion or the loss of topsoil? (Initial Study Impact VI.b.)**

**Finding:** Less than significant. (Initial Study, p. 23.)

**Facts in Support of Finding:** The project site is predominantly developed; however, there are some undeveloped pervious areas. Previous grading activities and placement of engineered fill disturbed the topsoil (topsoil is the layer of the soil containing nutrients and is particularly valuable for agricultural operations). Existing topsoil would be disturbed with implementation of the proposed Project; however, since no agricultural operations exist or are planned for the site, disturbance of the site's topsoil layer is considered less than significant. During construction activities, soil would be exposed and there would be an increased potential for soil erosion compared to the existing conditions. Additionally, during a storm event, soil erosion could occur at an accelerated rate. Project site grading, the storm drain system, and landscape cover would be designed to City standards to minimize long-term erosion potential. Additionally, the amount of erosion would decrease under developed conditions with an increase in impervious surface area and landscape coverage. Compliance with State-mandated requirements for erosion control during construction would ensure that potential impacts related to erosion are less than significant.

3. **Would the project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater? (Initial Study Impact VI.e.)**

**Finding:** No impact. (Initial Study, p. 24.)

**Facts in Support of Finding:** The proposed Project would connect with the municipal sewer system and would not involve the use of septic systems or alternative wastewater disposal systems. Therefore, no impacts would occur.

**G. Greenhouse Gas Emissions**

1. **Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? (EIR Impact 6.1)**

**Finding:** The proposed Project would generate an increase of GHG emissions; however, the net increase would not exceed the thresholds of significance. The impact of the proposed Project would be less than significant. PPPs 6-2 and 6-3 are incorporated into the proposed Project and further reduce GHG emissions. (DEIR, p. 5.6-16.)

**Facts in Support of Finding:** As shown in Table 5.6-3 in the Draft EIR, the estimated net increase in annual emissions with implementation of Phases 1 through 4 would be 428 metric tons of carbon dioxide per year (MTCO<sub>2e</sub>/year), well below the draft 3,000 MTCO<sub>2e</sub>/year screening threshold for non-industrial land use development projects developed by the SCAQMD, and used as the significance threshold to evaluate Project impacts. The majority of the GHG emissions from the proposed Project would be generated from energy and mobile sources. The new buildings proposed to be developed on campus would be more energy efficient than the existing buildings, including the buildings to be demolished. The 8 new buildings represent approximately 46 percent of the anticipated institutional development on campus (321,220 sf) and, along with the new residence hall, would incorporate energy-efficient design in compliance with Title 24 Energy Efficiency Standards and the CALGreen Code (refer to PPPs 6-2 and 6-3). Additionally, in an effort to reduce campus energy use and lessen the environmental impact of campus buildings, Concordia University would incorporate other green building strategies. GHG emissions from the Project would be less than significant.

It is accepted as very unlikely that any individual development project would have GHG emissions of a magnitude to directly impact global climate change; therefore, any impact would be considered on a cumulative basis. Therefore, based on the analysis above, the proposed Project would not result in a cumulative impact related to GHG emissions.

**PPPs:**

***Phases 1 through 4***

- PPP 6-1** 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 *City of Irvine Municipal Code* 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.

**PPP 6-2** 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).

**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).

**2. Would the project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases? (EIR Impact 6.2)**

**Finding:** The proposed Project would generate an increase of GHG emissions, but it would not conflict with applicable plans, policies, or regulations for the purpose of reducing the emissions of GHGs. (DEIR, p. 5.6-18.)

**Facts in Support of Finding:** Statewide plans and regulations such as GHG emissions standards for vehicles are being implemented at the statewide level, and compliance at the master plan or project level is not addressed. Therefore, the proposed Project does not conflict with those plans and regulations.

Senate Bill (SB) 375 is being addressed at the State and regional level, and the principles of SB 375 are incorporated in the adopted Southern California Association of Governments (SCAG) 2016–2040 Regional Transportation Plan /Sustainable Communities Strategy (RTP/SCS). The proposed Project is consistent with the compact and efficient land use development goals of SB 375 and the RTP/SCS and would not conflict with SB 375 or the policies proposed by SCAG.

The principal overall State plan and policy adopted for the purpose of reducing GHG emissions is AB 32. Strategies and measures have been implemented at the State level with the Title 24 Energy Efficient Standards and the CalGreen Code and at the local level with the City’s C&D Recycling and Reuse Ordinance and its adoption of the CalGreen Code and Title 24 Energy Efficiency Standards (refer to PPPs 6-1 and 6-3 above). The proposed Project consistency with the SCAQMD’s service population (SP) efficiency targets that were established based on the goal of AB 32 to reduce statewide GHG emissions to 1990 levels by 2020 was also evaluated. The proposed Campus Master Build-Out Plan Update would increase the campus population by 292 students and 71 faculty/staff. Dividing the net increase of 428 MTCO<sub>2e</sub> by the net service population

increase of 363 students/faculty/staff results in an efficiency of 1.18 MTCO<sub>2e</sub> of GHGs per service population member. This would be less than the SCAQMD's 2035 draft 2035 threshold of 3.0 MTCO<sub>2e</sub> per SP. Therefore, the proposed Project would not conflict with the goals of AB 32. Because the project would reduce emissions consistent with AB 32 and would continue to incorporate additional emissions-reducing measures that may be required by future laws or policies, it would not impede the achievement of Executive Order (EO) S-3-05's 2050 goals, EO B-30-15's 2030 goals, or other interim goals that may be established.

**PPPs:**

Refer to PPP 6-1 and 6-2 presented previously.

**H. Hazards and Hazardous Materials**

**1. Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? (Initial Study Impact VIII.a.)**

**Finding:** Less than significant impact. (Initial Study, p. 25.)

**Facts in Support of Finding:** Construction activities associated with the proposed Project would involve the use of chemical substances such as solvents, paints, fuel for equipment, and other potentially hazardous materials. These materials are common to typical construction activities and do not pose a significant hazard to the public or the environment. Long-term operations at Concordia University are not anticipated to involve substantial amounts of hazardous substances. Future development of the proposed uses, as allowed by the proposed Campus Master Build-Out Plan Update, would be consistent with existing campus development and typical hazardous substances that are already in use. Standard cleaning products and pesticides and/or herbicides would be used in association with standard landscaping and maintenance practices. Additionally, hazardous substances are used in laboratories and buildings on campus. Substances in the hazardous material category of Compressed Gas (i.e. liquid helium storage, liquid nitrogen, high pressure nitrogen gas cylinder, oxygen, and refrigerated liquid carbon dioxide) are used in Founders Hall and the Student Union; Class III-B Combustible Liquid (i.e. miscellaneous oils) are used in Library Arts, CU Arena, Student Union, and Grimm Hall; Class II (1.1 II) Combustible Liquid (i.e. diesel fuel) is found between Founders Hall and Grimm Hall, and in the Facilities Maintenance Building; and Corrosives (sulfuric acid) is stored in the Facilities Maintenance Building. However, the amount of materials that would be handled at any one time is relatively small, would not be any greater than what is currently used for on campus operations, and would not create a significant hazard to the public or environment. The proposed Project would not create a significant public hazard through the routine transport, use, or disposal of hazardous materials during construction or operation of the proposed Project.

- 2. Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? (EIR Impact 7.2a, 7.2b.)**

**Finding:** Less than significant impact. (DEIR, p. 5.7-14.)

**Facts in Support of Finding:** There are no existing or proposed campus facilities within a ¼ mile of Turtle Rock Elementary School, and there are limited existing and proposed on campus uses within a ¼ mile of Turtle Rock Preschool. With respect to proposed development in Phases 1 and 2, only the proposed Music, Worship and Theology Building; expanded Parking Lot A; and certain roadway and bicycle/pedestrian path improvements, and possibly athletic field improvements would be within a ¼ mile of the preschool. Phases 3 and 4 would involve the construction of the proposed tennis court deck over Parking Lot A, which would be located within a ¼ mile of Turtle Rock Preschool. None of these project components would generate hazardous emissions or involve the handling of hazardous materials. Additionally, there would be no hazardous materials used that are not currently used on campus. A less than significant impact would result and no mitigation is required.

- 3. Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code section 65962.5 and, as a result, would it create a significant hazard to the public or the environment? (Initial Study Impact VIII.d.)**

**Finding:** Less than significant impact. (Initial Study, p. 26.)

**Facts in Support of Finding:** Based on the information provided in the EDR Report (Appendix G to the Draft EIR) and information from Concordia University, the Hazardous Waste Information System (HAZNET) and California Hazardous Materials Incident Report System (CHMIRS) database listings on the project site are closed with no further action required. There are no surrounding property database listings that would impact the project site. The previous incidents at the project site would not create a significant hazard to the public or the environment. Therefore, no significant impact would occur from implementation of the proposed Project.

- 4. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport of public use airport, would the project result in a safety hazard for people residing or working in the project area? (Initial Study Impact VIII.e.)**

**Finding:** No Impact. (Initial Study p. 27.)

**Facts In Support of Finding:** The project site is not located within two miles of a public airport or public use airport. The closest airport to the City of Irvine is the John Wayne Airport, which is approximately 3.2 miles northwest of the project site. The project site is not within a designated Airport Impact Zone or within a height restriction zone.

**5. For a project located within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area? (Initial Study Impact VIII.f.)**

**Finding:** No Impact. (Initial Study p. 27.)

**Facts In Support of Finding:** The project site is not located within the vicinity of a private airstrip. As a result, future site development would not present a safety hazard to existing or future residents or people working in the area due to airport operations.

**6. Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? (Initial Study Impact VIII.g.)**

**Finding:** Less than significant impact. (Initial Study p. 27.)

**Facts In Support of Finding:** Implementation of the proposed Campus Master Build-Out Plan Update would not interfere with the implementation of the City's Emergency Management Plan or the Campus Emergency Quick Plan. During project construction or operation and consistent with the existing conditions, should an emergency occur on the project site that would necessitate evacuation, the internal street system would provide access and one lane would always remain open to provide access to the outlying arterial roadway system.

The Initial Study's determination that impacts relating to evacuation plans were further discussed in the Draft EIR in Section 5.13 (Transportation/Traffic), specifically Impact 13.4 (would the project result in inadequate emergency access), as well as further clarified in the Final EIR, as part of the responses to comments received by the City on the Draft EIR. (See Final EIR, Responses to Comments, Topical Response 5.) Access to the campus, including emergency access, is provided via two gated entries at the intersections of Ridgeline Drive/Concordia East roadway and Turtle Rock Drive/Concordia West roadway. The primary route of travel within the campus is the Concordia East/West roadway, a two-lane private roadway that is owned by the University. Residents and guests of the Concordia East and Concordia West communities use Concordia East/West roadway subject to the provisions of executed agreements between the University and the respective Community Associations (further discussed in Section 5.9, Land Use and Planning, of the Draft EIR). As reported in the TIA provided in Appendix J of the Draft EIR, approximately 77 percent of traffic uses the east gate. Evacuation routes at the east gate and west gate have at least two different directions of travel from these campus entrances. Additionally, the network of internal roads and pathways on campus, which provide access to various campus facilities, offer additional evacuation routes within a relative short distance from the project entries.

Notably, the public bicycle/pedestrian pathway that extends through campus connecting the Concordia West roadway to Dorm Road also serves as an emergency access and meets OCFA's weight requirements for emergency access roads (see OCFA-approved Fire Master Plan included in Attachment A to the Final EIR). This facility (under existing

and future conditions) is constructed to allow for vehicular movement in both directions and in the event of an emergency is accessible to emergency vehicles as well as students, faculty, staff, etc. There are existing gates at the east and west ends of this facility, which are locked to avoid non-emergency use during typical operations. Emergency personnel as well as campus personnel have the ability to unlock these gates in the event of an emergency. There is also a fire access that connects the southern end of Dorm Road on campus with the Blessing roadway cul-de-sac in the Concordia East residential community.

With implementation of the project, the campus entries at Ridgeline Drive/Concordia East roadway and Turtle Rock Drive/Concordia West roadway would continue to provide vehicular access to the campus, along the Concordia East/West roadway, and the network of internal roadways to the campus. Additionally, [prior to operation of Phase 1, on-campus roadway improvements along Concordia East/West roadways would be implemented and provisions for the potential installation of a traffic signal at the intersection of Ridgeline Drive/Concordia East roadway would be in place through an agreement between the City and the Project Applicant (see PDF 13-2). The signal improvements would include installation of an optical emergency vehicle preemption device. Additionally, access along the bike path would be maintained at all times during construction and operation. These project design features would improve emergency access on campus by improving all transportation access and service, maintaining multiple access alternatives, even during construction, and allowing faster and more efficient responses from emergency vehicles. Additionally, prior to the issuance of the first building permit, the Project Applicant is required to prepare an Emergency Access Plan (refer to PPP 13-1 of the Draft EIR). Therefore, impacts to evacuation plans would be less than significant.

**7. Would the project expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands? (EIR Impacts 7.3a and 7.3b)**

**Finding:** The northern, eastern, and southern parts of the campus and certain surrounding areas are located in a very high fire hazard safety zone (VHFHSZ) as identified on CalFire Hazard maps (refer to Exhibit 5.7-1 in the Draft EIR). With implementation of the approved conceptual Fuel Modification Plan (PDF 7-1), which is included in Attachment A to the Final EIR, the proposed Project would not expose people or structures to a significant risk of loss, injury, or death involving wildland fires. This impact is less than significant. (DEIR pp. 5.7-16, -17.)

**Facts in Support of Finding:** As shown on Exhibit 3-26 of the Draft EIR, under Phases 1 and 2, the Keck Astronomy Center Building would require fuel modification. With respect to other uses associated with Phases 1 and 2, the approved Conceptual Fuel Modification Plan identifies Special Maintenance Areas (SMAs) around the proposed Music, Worship and Theology Building. An SMA is an area that has maintenance requirements to reduce the chances of ignition from wildfire. Phases 3 and 4 involve three additional buildings along the northern boundary of the campus that would require



fuel modification in addition to the Keck Astronomy Center (the Science, Nursing and Healthcare Building, and Grimm Student Center Addition in Phase 3, and the Arts, Alumni, and Advancement Building in Phase 4).

It should also be noted that although not required to address fuel modification requirements for the proposed Project, Exhibit 3-27 in the Draft EIR, identifies additional recommendations for existing non-conforming areas that would further assist in providing fuel modification to the campus. With implementation of the approved Fuel Modification Plan (PDF 7-1), and compliance with applicable building and Fire Codes, the proposed Project would not expose people or structures to a significant risk of loss, injury, or death involving wildland fires. This impact is less than significant.

**PDF:**

***Phases 1 through 4***

**PDF 7-1** 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.

**I. Hydrology and Water Quality**

- 1. Would the project violate any water quality standards or waste discharge requirements? (EIR Impacts 8.1a and 8.1b)**
- 2. Would the project otherwise substantially degrade water quality? (EIR Impacts 8.2a and 8.2b)**

**Finding:** Development of the proposed Project would increase pollutant levels in storm water runoff due to an increase in development and an increase in impervious surface area and could potentially result in hydromodification at Sand Canyon Wash. With incorporation of PPPs 8-1 and 8-2, and PDF 8-1 impacts would be less than significant. No mitigation is required. (DEIR, pp. 5.8-16, -17.)

**Facts in Support of Finding:** The potential impacts of construction activities, construction materials, and non-storm water runoff on water quality during the construction phase of the proposed Project would primarily be due to sediment (total suspended solids [TSS] and turbidity) and certain non-sediment-related pollutants. The construction-phase BMPs would ensure effective control of not only sediment discharge, but also of pollutants associated with sediments (e.g., nutrients, heavy metals, and certain pesticides, including legacy pesticides). In addition, compliance with Best Available Technology Economically Achievable and Best Conventional Pollutant Control Technology (BAT/BCT) requires that BMPs used to control construction water quality

impacts are updated over time as new water quality control technologies are developed and become available for use. Therefore, compliance with the BAT/BCT performance standard ensures mitigation of construction water quality impacts over time. Compliance with the Construction General Permit, including filing an NOI, which includes preparation of a Storm Water Pollution Prevention Plan (SWPPP) (PPP 8-1) by a Qualified SWPPP Developer, would ensure impacts to receiving waters from non-storm water flows during construction are less than significant. No mitigation is required.

Development of the proposed Project is expected to be a source of various urban pollutants entering the storm water. Pollutants of concern for the campus include pollutants that coincide with pollutants on the 303(d) list for receiving waters and include sediments, nutrients, pesticides, bacteria, and heavy metals. Additionally, the proposed Project qualifies as a Priority Project under the 2003 DAMP and the municipal separate storm sewer system (MS4) Permit requires that hydrologic conditions of concerns (HCOCs) associated with Priority Projects be identified; an HCOC occurs when there is a potential for increased runoff that can cause significant impacts on downstream channels and aquatic habitats (hydromodification impact). As identified in Table 5.8-4 in the Draft EIR, implementation of biotreatment BMPs and bioretention areas with underdrains would treat the entire design capture volume or the amount of storm water runoff from a design storm for the proposed Project. No further water quality treatment, including treatment-control BMPs, are required for the proposed Project.

The final BMP system for each project on campus with implementation of the proposed Campus Master Build-Out Plan Update (Phases 1 through 4) would be sized and the outlet structures designed to ensure that the post-development storm water runoff flows comply with the applicable requirements. This would occur during final design for each development project and through preparation of final WQMPs for each development project (refer to PPP 8-2). Based on the proposed BMPs incorporated into the project as required by existing regulations (as identified in PDF 8-1) and requirements for preparation of project-specific Final WQMPs (as identified in PPP 8-2), the project's impacts related to storm water quality and hydromodification would be less than significant.

#### **PPPs and PDF:**

##### ***Phases 1 through 4***

**PPP 8-1** 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. (*City of Irvine Standard Condition 2.12*)

**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. (*City of Irvine Standard Condition 2.13*)

**PDF 8-1** 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.

#### **LID BMPs**

- Bio-retention system with underdrains
- Stormwater planter boxes with underdrains
- Vegetated swales
- Vegetated filter strips
- Proprietary bio-treatment (modular wetlands devices)

#### **Non-Structural Source-Control BMPs**

- 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

#### **Structural Source-Control BMPs**

- 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

**3. Would the project substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level? (Initial Study Impact IX.b.)**

**Finding:** Less than significant impact. (Initial Study, p. 28.)

**Facts in Support of Finding:** The project site is located within the Irvine Subbasin of the Orange County Groundwater Basin, and groundwater is expected to be at depths of 30 feet or deeper. The proposed Project would not involve direct or indirect withdrawals of groundwater. Domestic water service would be provided by the Irvine Ranch Water District. Although additional development on the project site would reduce the pervious areas available for natural recharge (due to the construction of buildings, sidewalks, or other structures), the area of the project site to be developed is small (approximately 34.6 acres) from a regional recharge perspective, and the project site does not accept run-on, only direct precipitation, providing little overall opportunity for recharge under existing conditions. The Orange County Water District is responsible for managing the groundwater basin and has established recharge basins in the Cities of Anaheim and Orange. There are no recharge basins in the City of Irvine. Therefore, the proposed Project would not deplete groundwater supplies or interfere substantially with groundwater recharge.

- 4. Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site? (EIR Impacts 8.3a and 8.3b)**
- 5. Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site? (EIR Impacts 8.4a and 8.4b)**

**Finding:** Implementation of the proposed Project would result in minor changes to the existing drainage patterns on campus. However, with adherence to construction-related erosion control requirements (refer to PPP 8-1) and implementation of LID BMPs

(refer to PDF 8-1), the potential for increased erosion and sedimentation and flooding on and off campus would be less than significant. No mitigation is required. (DEIR, pp. 5.8-19, -20.)

**Facts in Support of Finding:** There are two drainages on campus, the East Outfall which discharges to an existing drainage that has a continuous hydrologic connection to Sand Canyon Wash and an ephemeral ditch that carries storm water from the upland areas, including Parking Lot E in the northeast portion of the campus. While proposed retaining walls and new structures may modify the drainage tributaries within the campus, the larger tributaries (East and West watersheds) would continue to drain to the two 48-inch storm drain lines under the Concordia East and Concordia West roadways. There would be no direct impacts to these drainages as a result of implementation of the proposed Project.

With implementation of proposed development, the amount of impervious surface would increase. The proposed LID BMPs (refer to PDF 8-1), including on-site modular wetlands systems and bioretention areas with underdrains, would be designed to capture and treat the entire design capture volume (DCV) for the project site and ensure that the storm water volumes discharging to the off-site storm drain system would not exceed existing conditions. Implementation of the LID BMPs would prevent the potential for on-site flooding through the capture and detention of storm water runoff and would also prevent off-site flooding because there would be no increase to the discharge volumes entering the off-site storm drain system or the tributary water bodies.

The potential for increase in erosion and sedimentation with implementation of the proposed Project would also be less than significant during construction and operation. As identified above, the proposed Project would be required to comply with the Construction General Permit (refer to PPP 8-1), which would include implementation of an SWPPP and associated erosion- and sediment-control BMPs.

**PPP and PDF:**

Refer to PPP 8-1 and PDF 8-1 presented previously.

6. **Would the project require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? (EIR Impacts 8.5a and 8.5b).**
7. **Would the project create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff? (EIR Impacts 8.6a and 8.6b).**

**Finding:** Less than significant impact. (DEIR, p. 5.8-21.)

**Facts in Support of Finding:** The proposed Project would include area drains, catch basins, and new storm drain lines that would flow to the same discharge points as existing

conditions. Low Impact Development (LID) Best Management Practices (BMPs) would be implemented for individual project components to regulate the amount and volume of storm water runoff and to treat the water quality before it enters the regional storm drain system. The final sizing and design of on-site facilities would occur during final building design; however, the conceptual storm drain plan and water quality treatment BMP plan have been developed to provide sufficient capacity in proposed on campus storm drain lines to ensure that required water quality treatment is accomplished and to ensure the increase in storm water runoff from the proposed Project would not exceed the capacity of the existing local storm drains serving the site. Construction activities associated with the proposed on-site storm drain facilities would be within the physical impact area identified for the proposed Project, as shown on Exhibit 3-35, Construction Impact Area, of the Draft EIR, and evaluated throughout the Draft EIR. No additional impacts associated with construction of on-site storm drains or connections to existing facilities would occur. Impacts would be less than significant, and no mitigation is required.

**8. Would the project place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary of Flood Insurance Rate Map or other flood hazard delineation map? (Initial Study Impact IX.g.)**

**Finding:** No impact. (Initial Study, p. 29.)

**Facts in Support of Finding:** Based on review of the Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Maps (FIRM), and Figure J-3, Flood Hazard Areas, of the City of Irvine General Plan's Safety Element, the project site is outside the 100-year floodplain. Therefore, no housing would be placed in the 100-year flood hazard area.

**9. Would the project place within a 100 year flood hazard area structures which would impede or redirect flood flows? (Initial Study Impact IX.h.)**

**Finding:** No impact. (Initial Study, p. 30.)

**Facts in Support of Finding:** Based on review of the Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Maps (FIRM), and Figure J-3, Flood Hazard Areas, of the *City of Irvine General Plan's* Safety Element, the project site is outside the 100-year floodplain. Therefore, no structures would be placed in the 100-year flood hazard area that would impede or redirect flood flows.

**10. Would the project expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam? (Initial Study Impact IX.i.)**

**Finding:** No impact. (Initial Study, p. 30.)

**Facts in Support of Finding:** The project site is not located near any levees or dams; therefore, there is no risk of flooding from the failure of these facilities. The Irvine Ranch Water District-owned Sand Canyon Reservoir is located approximately 0.75 mile southeast of the campus and is surrounded by the Strawberry Farms Golf Club. The

project site, which is at a higher elevation and is not downstream of the reservoir, would not be affected by inundation from the reservoir.

**11. Would the project expose people or structures to inundation by seiche, tsunami, or mudflow? (EIR Impacts 8.7a and 8.7b.)**

**Finding:** No impact. (DEIR, p. 5.8-22.)

**Facts in Support of Finding:** Based on review of Figure L-2 of the City of Irvine General Plan's Conservation and Open Space Element, the project site is not located in proximity to standing bodies of water or water storage facilities. Therefore, there is no risk from inundation by a seiche. The project site is located approximately 5.5 miles northeast of the Pacific Ocean and, therefore, would not be subject to inundation by tsunami. No impacts related to seiches or tsunamis would occur and no mitigation is required. Implementation of the proposed project, which involves development on the existing campus, does not involve any uses that would cause inundation by mudflow. Further, as discussed in Section 5.5, Geology and Soils, and shown in Exhibit 5.5-2, Local Geology, of the Draft EIR, the majority of the campus and adjacent French Hill are underlain by the Vaqueros bedrock formation, which is not susceptible to mudflows. Therefore, no impacts related to mudflow would occur and no mitigation is required.

**J. Land Use and Planning**

**1. Would the project physically divide an established community? (Initial Study Impact X.a.)**

**Finding:** No impact. (Initial Study, pp. 30-31.)

**Facts in Support of Finding:** The project site, which includes the Concordia University main campus, is bound by Mason Regional Park to the north, an open space preserve (French Hill) to the south, and existing residential areas to the east and west (Concordia East and Concordia West, respectively). The campus is currently developed with uses that are allowed under the existing Campus Master Build-Out Plan, and most of the on-site uses were constructed prior to development of the adjacent residential neighborhoods. The proposed Project involves an update to the Campus Master Build-Out Plan identifying the potential future development on the campus. The proposed Project does not involve the introduction of any new off-site roadways or uses that have the potential physically divide an established community. Proposed development would occur within the existing boundaries of the campus; any offsite infrastructure improvements would be limited to connections to existing facilities on or adjacent to the campus. The proposed Project would not require a General Plan Amendment and the requested zone change would not change the underlying land use. Implementation of the proposed Project would not physically divide an established community.

**K. Mineral Resources**

- 1. Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? (Initial Study Impact XI.a.)**
- 2. Would the project result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? (Initial Study Impact XI.b.)**

**Finding:** No impact. (Initial Study, pp. 31-32.)

**Facts in Support of Finding:** Based on review of the *City of Irvine General Plan* Conservation and Open Space Element and the California Department of Conservation's (DOC's) Aggregate Resources in the Los Angeles Metropolitan Area map, there are no locally important mineral resource recovery sites designated in the City. Therefore, implementation of the proposed Project would not result in the loss of such mineral resources.

**L. Noise**

- 1. Would the project expose persons to or generate noise levels in excess of standards established in the local general plan or noise ordinance or applicable standards of other agencies? (EIR Impact 10.4)**

**Finding:** The proposed Project has the potential to expose persons to or generate noise levels in excess of standards established in the local general plan or noise ordinance or applicable standards of other agencies. With incorporation of PPPs 10-1, 10-3 and 10-4, this impact would be less than significant. (DEIR, p. 5.10-45.)

**Facts in Support of Finding:** The applicable standard for construction noise is Section 6-8-205(a) of the City of Irvine Municipal Code. Implementation of PPP 10-1 ensures compliance with the standard, and there would be no impact. The proposed buildings would be of conventional construction with mechanical ventilation or air conditioning, which would reduce exterior-to-interior noise by at least 20 dBA. Therefore, interior noise levels of the proposed new buildings would meet the applicable State Building Code and City standards for interior noise levels. Further, PPP 10-3, which outlines the City's standard condition for preparation and submittal of a Final Acoustical Report, is incorporated into the proposed Project and would ensure the proposed Project's compatibility with future ambient noise levels. The Final Acoustical Report must demonstrate that the proposed development would be sound-attenuated against present and projected noise levels to meet City interior and exterior noise standards.

The proposed Project would involve the installation of HVAC systems and other mechanical equipment, consistent with existing conditions on campus. The City's Noise Ordinance requires that noise from HVAC systems and other mechanical equipment, combined with other noise from on-site sources but excluding mobile sources and other exempted sources, not exceed the specified noise level limits. PPP 10-4 requires the



Project Applicant to demonstrate that noise from new HVAC systems and other mechanical equipment meet the Noise Ordinance limits. Therefore, with adherence to PPP 10-4, noise levels from on-campus mechanical equipment associated with implementation of the proposed Project would have a less than significant noise impact to off-campus properties, and no mitigation is required.

**PPPs:**

Refer to PPP 10-4 presented previously.

**PPP 10-1** 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.

“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 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.

**PPP 10-3** 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 identifying the sheet(s) of the building plans that include required sound attenuation measures (*City of Irvine Standard Condition 3.5*).

**2. Would the project result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project? (EIR Impact 10.2)**

**Finding:** Long-term noise impacts resulting from the proposed Project (Phases 1 through 4) include traffic-related noise impacts to off-site uses, traffic-related noise impacts to on-site uses, and noise impacts from on-campus activities. With incorporation of identified PPPs and PDF, impacts would be less than significant. No mitigation is required. (DEIR, p. 5.10-40.)

**Facts in Support of Finding:** For each traffic analysis scenarios evaluated in the Draft EIR, the proposed Project (Phases 1 through 4) would generate traffic that would contribute to increased noise levels along off-site roadways within the vicinity of the campus. Where the future noise levels would exceed 65 dBA CNEL, project-generated traffic noise increases would be 0.1 to 0.3 dBA, less than the 3 dBA threshold of significance. The traffic noise increases along on-campus would also be less than 3 dBA. The proposed project would not result in significant long-term, traffic-related noise impacts to on- or off-campus uses, and no mitigation is required.

The primary general operational noise sources from implementation of the proposed Campus Master Build-Out Plan Update would be increased human activity associated with the use of proposed structures and other facilities. Noise level increase would be proportional to the population growth for normal on-campus operations. As a result, the noise impacts to off-campus receptors from the proposed uses would be similar to existing conditions, as the noise level increase would likely be less than 3 dBA and likely less than 1 dBA. Thus, the noise impacts from normal operations would be less than significant for off-campus receptors.

Modifications to athletic field facilities and operations, including the addition of a spectator viewing deck and lights that would allow evening sports activities, would not result in a substantial increase in daytime noise levels. There would be an increase in average evening noise levels from 1 to 5 dBA during athletic activities, including competitive games. However, PDF 10-1, as modified by the Final EIR, is incorporated into the project and requires that no amplified music occur after 7:00 PM, and that announcing not occur after 9:00 PM or after the completion of an outdoor game/competition, whichever occurs first.

Implementation of the proposed Project would not change the types of special events that are held on campus and even with a potential increase in the number of attendees to special events at the CU Center and associated increase in traffic, the noise impact would be less than significant, and no mitigation is required.

New buildings constructed during Phases 1 through 4 would use an existing chiller plant on campus or would involve installation of HVAC equipment, cooling fans, or similar mechanical equipment at the individual buildings. PPP 10-4 requires the Project Applicant to demonstrate that noise from new HVAC systems and other mechanical equipment meet the Noise Ordinance limits. Therefore, with adherence to PPP 10-4,

noise levels from on-campus mechanical equipment associated with implementation of the proposed Campus Master Build-Out Plan Update (Phases 1 through 4) would have a less than significant noise impact to off-campus properties, and no mitigation is required.

**PPP and PDF:**

**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.

**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.

- 3. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? (Initial Study Impact XII.e.)**

**Finding:** No impact. (Initial Study, p. 33.)

**Facts in Support of Finding:** The project site is located approximately 3.2 miles southeast of the nearest public airport, John Wayne Airport. As shown on Figure F-1, Aircraft Noise, of the City of Irvine General Plan's Noise Element, the project site is not located in the 65 Community Noise Equivalent Level (CNEL) of the airport. Therefore, the proposed Project would not expose people residing or working in the project area to excessive noise levels.

- 4. For a project located within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels? (Initial Study Impact XII.f.)**

**Finding:** No impact. (Initial Study, p. 33.)

**Facts in Support of Finding:** The project site is not located within the vicinity of a private airstrip; therefore, no noise impacts related to private airstrip operations would occur.

**M. Population and Housing**

- 1. Would the project induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? (EIR Impacts 11.1a and 11.1b.)**

**Finding:** Less than significant impact. (DEIR, pp. 5.11-10, -11.)

**Facts in Support of Finding:** The proposed Campus Master Build-Out Plan Update would involve the demolition of 7 institutional buildings and the construction of new buildings and additions to existing buildings totaling 148,880 sf of institutional square footage. There would be a net increase of 77,649 sf of institutional uses on campus. Additionally, a new residence hall (74 units/296 beds) would be constructed as part of Phase 3, resulting in a total of 330 units/1,320 beds on campus, consistent with existing entitlements. Because the new residence hall is proposed in response to the existing and projected full-time student population, it would not generate new full-time student enrollment growth.

With implementation of the proposed Campus Master Build-Out Plan Update, it is expected that the full-time student population would increase from approximately 1,508 full-time students under existing conditions up to the historically assumed maximum of 1,800 full-time students, an increase of approximately 292 full-time students (approximately 19 percent) compared to existing conditions. The number of full-time faculty and staff would increase from 329 individuals to approximately 400 individuals, an increase of approximately 71 individuals (approximately 21.5 percent) compared to existing conditions. Therefore, there would be an overall increase of approximately 363 individuals in the on campus population consisting of full-time students and faculty/staff during the timeframe assumed for implementation of the proposed Project (15 to 20 years). It is not expected that there would be a substantial increase in the number of part-time students, graduate students, and other individuals (e.g., visitors) who are on campus on any given day, compared to existing conditions, as described previously.

Many of the full-time students who enroll at the University (particularly the full-time commuter students which currently constitute approximately 43 percent of the full time student enrollment) already live in Orange County. However, even if all of the anticipated increase in students were from geographic areas outside of Orange County, the increase in full-time students would represent a negligible amount of the total population growth anticipated in Orange County (less than 0.001 percent) and the City of Irvine (approximately 0.004 percent) by 2040. Similarly, if each of the additional 71 jobs were filled by employees from outside Orange County and they settled in the City of Irvine, this would represent a negligible amount of the employment growth forecast between 2015 and 2040 for Orange County and the City of Irvine (0.0002 percent and 0.001 percent, respectively).

Because the relatively small population and employment increases associated with implementation of the proposed Campus Master Build-Out Plan Update are within the

regional and local projections, and most of the increase in student population would include full-time students living in on campus residence halls, the proposed Project would not place an additional burden on the City of Irvine's ability to satisfy its share of regional housing needs during the time frame of the proposed Campus Master Build-Out Plan Update. Implementation of the proposed Project would not induce substantial population, housing, or employment growth, directly or indirectly and no mitigation is required.

2. **Would the project displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere? (Initial Study Impact XIII.b.)**
3. **Would the project displace substantial numbers of people, necessitating the construction of replacement housing elsewhere? (Initial Study Impact XIII.c.)**

**Finding:** No impact. (Initial Study, p. 34.)

**Facts in Support of Finding:** There are currently four student residence halls (256 institutional dwelling units/1,024 beds) located on the campus that would remain with the proposed Project. The project proposes an additional residence hall that would provide 74 units/296 beds for student housing. The proposed Project would not result in the displacement of housing or people necessitating the construction of replacement housing elsewhere.

## **N. Public Services**

1. **Would the project result in substantial adverse physical impacts associated with the provision of new physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable levels of service ratios, response times or other performance objectives for fire protection? (EIR Impacts 12.1a and 12.1b)**

**Finding:** The proposed Project would increase the demand for fire protection and emergency services and the associated demand on fire protection and emergency service apparatus, equipment, and personnel compared to existing levels. With incorporation of PPPs 12-1 and 12-2, impacts would be less than significant. No mitigation is required. (DEIR, pp. 5.12-10, -11.)

**Facts in Support of Finding:** The proposed Project, and associated increase in the on-campus population, would increase the demand for fire protection and emergency services and the associated demand on fire protection and emergency service apparatus, equipment, and personnel compared to existing levels. However, there would not be a change in types or substantial increase in the number of service calls at the main campus. The Orange County Fire Authority (OCFA) has indicated that Station 4, with Stations 36, 47 and 6 providing backup fire protection service, would be able to adequately serve the proposed Project within the established response times and distances. According to the

OCFA, the proposed Project would not require the provision of new or physically altered fire protection facilities. Therefore, there would be no physical impact to the environment.

In compliance with OCFA standard requirements, the University is required to enter into a Secured Fire Protection Agreement (SFPA) with the OCFA (refer to PPP 12-2). The SFPA would specify the University's pro-rata fair funding of capital improvements necessary to maintain adequate fire protection services in the area. In compliance with PPP 12-1, the proposed Project would be designed in accordance with OCFA codes, ordinances, and standard conditions regarding 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. With adherence to OCFA requirements (PPP 12-1), and execution of the required SFPA (PPP 12-2), there would be adequate provision of fire protection and emergency services/access to the campus and surrounding areas.

**PPPs:**

*Phases 1 through 4*

**PPP 12-1** 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.

**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.

2. **Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable levels of service ratios, response times or other performance objectives for police protection? (EIR Impact 12.2a and 12.2b)**

**Finding:** The proposed Project would increase the demand for law enforcement services and the associated demand for personnel compared to existing levels. With incorporation of PPPs 12-3 and 12-4, impacts would be less than significant. No mitigation is required. (DEIR, pp. 5.12-12, -13.)

**Facts in Support of Finding:** The proposed new institutional, institutional dwelling units (dormitory units), and athletic uses and expected increase in the on-campus

population with the proposed Campus Master Build-Out Plan Update (Phases 1 through 4) would not change the types or substantially increase the number of service calls at the main campus. The proposed Project would not result in the need for new or expanded law enforcement facilities. No physical impacts to the environment would result.

The University is required to comply with Section 5-9-521 of the *Irvine Uniform Security Code*, which addresses emergency access and construction site security (refer to PPP 12-3). Compliance with PPP 12-3 would contribute to a reduction in calls for police services during construction activities. The University would also be required to continue to comply with lighting requirements established in the Irvine Uniform Security Code for safety and security purposes (refer PPP 12-4). With adherence to PPPs 12-3 and 12-4, the impacts of the Proposed Project related to police protection would be less than significant.

With respect to the Department of Campus Safety, during Phases 3 and 4, the Department would need to be relocated to a different facility on campus (if not already relocated near the end of Phase 2). As part of this relocation, the overall square footage occupied by the Department of Campus Safety may be slightly expanded as compared to the total square footage that the Department currently occupies. However, this would occur in existing or planned buildings, as addressed in the Draft EIR. No new or expanded facilities beyond those assumed for the proposed Project would be required.

**PPPs:**

*Phases 1 through 4*

**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. (*City of Irvine Standard Condition 3.20*)

**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. (*City of Irvine Standard Condition 3.6*)

- 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.

**3. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for schools? (Initial Study Impact XIV.a.iii.)**

**Finding:** No impact. (Initial Study, p. 35.)

**Facts in Support of Finding:** The proposed Project does not involve the development of new residential uses that would generate new Kindergarten through 12th grade students; new dorm rooms are for individual Concordia University students, not families. Therefore, the proposed Project would not directly create a source of students and no direct impact on school services and facilities would occur. Additionally, if it is determined by IUSD that the project is not exempt, appropriate developer impact fees, as required by State law, shall be assessed and paid to the school district. Section 65995(b) of the California Government Code establishes the base amount of allowed developer fees and allows increases in the base fee every two years. School districts are placed into a specific “level” based on school impact fee amounts that are imposed on the development. With the payment of these fees, if required, and with no additional students directly generated from the proposed Project, no significant impacts to school services would result. The proposed Project would not require the construction of new or expanded school facilities beyond that proposed on campus as part of the project, and no environmental impacts would result.

**4. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for parks? (Initial Study Impact XIV.a.iv.)**

**Finding:** No impact. (Initial Study, p. 35.)

**Facts in Support of Finding:** There would be an increase in the student population and associated faculty and staff population on campus with the proposed Project, compared to current conditions. However, the proposed Project would not directly or indirectly induce substantial population growth in the City beyond that currently anticipated by local and regional population projections. The proposed non-residential project would not require the dedication and/or construction of new or expanded recreational facilities owned and operated by the City of Irvine or OC Parks. However, the proposed Campus Master



Build-Out Plan Update includes the provision of new athletic fields and other facilities to better serve students, faculty, and staff.

5. **Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for other public facilities? (Initial Study Impact XIV.a.v.)**

**Finding:** No impact. (Initial Study, p. 35.)

**Facts in Support of Finding:** Orange County Public Library (OCPL) provides library services to municipalities and unincorporated parts of Orange County. Although, there would be an increase in on-campus students and associated faculty and staff compared to existing conditions, the existing Concordia University library located on campus would adequately serve existing and future students, faculty and staff and no new library facilities are required.

**O. Recreation**

1. **Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? (Initial Study Impact XI.a.)**

**Finding:** No impact. (Initial Study, p. 36.)

**Facts in Support of Finding:** The proposed Campus Master Build-Out Plan Update includes the provision of new, improved and/or relocated athletic and recreational facilities to better serve students, faculty, and staff. Additionally, it should be noted that the campus gymnasium is the only facility currently used by the City under the existing Joint Use Agreement between the City and Concordia for use of athletic facilities. The proposed Project does not involve any uses or development activities that would preclude continued use of the gymnasium. The proposed Project would not increase the use of existing neighborhood and regional parks or other recreational facilities.

**P. Transportation/Traffic**

1. **Would the project conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways? (EIR Impacts 13.2a and 13.2b)**

**Finding:** No impact. (DEIR, p. 5.13-49.)

**Facts in Support of Finding:** The proposed Project is forecast to generate approximately 1,509 additional average daily trips (ADT) compared to existing conditions. Since the proposed Project would not generate more than 2,400 daily trips and there would be no direct access to a Congestion Management (CMP) facility (consistent with existing conditions), a CMP-level analysis is not required. Additionally, based on the analysis conducted for the proposed Project there would be no impact to I-405, the only CMP facility in the vicinity of the campus. No impacts on the Orange County Congestion Management Program Highway System intersections or facilities would occur; therefore, the proposed Project would not conflict with the Orange County CMP and no mitigation is required.

2. **Would the project result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks? (Initial Study Impact XVI.a.)**

**Finding:** No impact. (Initial Study, p. 37.)

**Facts in Support of Finding:** The proposed Project would not include any uses that would change air traffic patterns or locations and would not increase the amount of air traffic. John Wayne Airport is the closest airport to the project site and is located approximately 3.2 miles northwest of the project site.

**Q. Utilities and Service Systems**

1. **Would the project exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board? (Initial Study Impact XVII.a.)**

**Finding:** No impact. (Initial Study, p. 38.)

**Facts in Support of Finding:** Wastewater originating from the project site would be generated by proposed uses allowed by the Campus Master Build-Out Plan and would ultimately be treated by facilities owned and operated by the IRWD. The wastewater treatment requirements issued by the California Regional Water Quality Control Board (RWQCB) for the IRWD's treatment plant were developed to ensure that adequate levels of treatment would be provided for the wastewater flows emanating from all land uses in its service area. Concordia University does not discharge prohibited substances or allow such substances to be discharged into the wastewater system. Prohibited substances are disposed of by a third party in compliance with applicable regulations. Consistent with existing conditions, implementation of the proposed Project would not result in the development of any uses that would result in the discharge of prohibited substances into the wastewater system or cause the treatment plant to exceed the applicable treatment requirements.

**2. Would the project have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed (EIR Impacts 14.2a and 14.2b).**

**Finding:** Less than significant impact. (DEIR, p. 5.14-12.)

**Facts in Support of Finding:** The Irvine Ranch Water District (IRWD), supplies water to the City of Irvine, including the campus. Development of the proposed Project would result in both temporary construction-related and long-term operational increases in water demand. Construction activities require minimal water as compared to water consumption associated with long-term operations of the proposed Project and are not expected to have any adverse impacts on the existing water system or available water supplies. Therefore, sufficient water supplies are available for temporary construction activities, and impacts are considered less than significant.

IRWD's 2010 UWMP identifies available existing and planned sources of water available to the IRWD through the year 2035. With existing available supplies and the completion of supplies currently under development, the total water supplies available to the IRWD during normal, single-dry, and multiple-dry years through 2035 would meet the projected water demand of existing and other planned future uses, which include the currently entitled 321,320 sf of institutional use and 330 institutional dwelling units/1,320 beds (4 beds per unit) at the Concordia University campus. Implementation of the Campus Master Build-Out Plan Update (Phases 1 through 4) would result in a net increase of 77,649 sf of institutional use on campus and would also include development of a 74-unit (296-bed) residence hall. These uses would increase the potable water demand by approximately 10,597 gallons per day (gpd) compared to existing conditions; however, the proposed type and amount of development is consistent with that assumed by IRWD in its WRMP and 2010 UWMP based on the existing City of Irvine General Plan. Additionally, this is a conservative water demand estimate; the actual water demand would likely be less when taking into consideration use of high efficiency fixtures and compliance with current water conservation requirements. Therefore, sufficient water supplies are available for long-term project operational activities, and potential impacts of the proposed Project are considered less than significant and no mitigation is required.

The long-range planning efforts of IRWD take into account current and proposed projects to eliminate the potential for cumulative impacts. The development proposed by the Campus Master Build-Out Plan Update is consistent with the development anticipated in the City's General Plan and used in IRWD's planning (321,320 sf of institutional use and residential component of 330 units [1,320 beds]). Additionally, on-campus infrastructure improvements would be limited to that necessary to serve the proposed development on campus. Therefore, the proposed Project's demand for water would be less than significant, and the proposed Project would not result in a cumulatively considerable contribution to a significant cumulative impact.

**3. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has inadequate capacity to serve the project's projected demand in addition to the provider's existing commitments? (EIR Impacts 14.3a and 14.3b).**

**Finding:** Less than significant impact. (DEIR, p. 5.14-13.)

**Facts in Support of Finding:** The proposed Project would result in a net increase of 77,649 sf of institutional uses on campus, and a new residence hall (74 units/296 beds). Development of the campus with 321,320 sf of institutional use and residential component of 330 units (1,320 beds) is already assumed by IRWD in its existing commitments for wastewater service based on anticipated development assumed in the City's General Plan. The proposed Project's increase in wastewater generation from Phases 1 through 4 would represent approximately 0.1 percent of the existing excess daily capacity of IRWDs Michelson Water Reclamation Plan (MWRP). Therefore, the IRWD has sufficient capacity in the MWRP to treat wastewater flows from the campus with implementation of Phases 1 through 4, in addition to existing commitments. Additionally, on-campus infrastructure improvements would be limited to that necessary to serve the proposed development on campus. Therefore, the proposed Project's demand for wastewater collection and treatment services would be less than significant and would not result in a cumulatively considerable contribution to a significant cumulative impact.

**4. Would the project be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs? (Initial Study Impact XVII.f.)**

**Finding:** Less than significant impact. (Initial Study, p. 39.)

**Facts in Support of Finding:** The project site is located within the OC Waste & Recycling service area. Development of uses allowed by the proposed Campus Master Build-Out Plan Update would result in an increased volume of solid waste and would increase the demand for solid waste disposal service during construction and operation. OC Waste & Recycling has indicated that solid waste disposal generated with the proposed Project could be accommodated within the permitted capacity of the County's landfill system.

**5. Would the project comply with federal, state, and local statutes and regulations related to solid waste? (Initial Study Impact XVII.g.)**

**Finding:** Less than significant impact. (Initial Study, p. 40.)

**Facts in Support of Finding:** In accordance with the California Green-Building Code and the City's Construction and Demolition Debris and Recycling and Reuse Ordinance, the proposed Project would require preparation of a Waste Management Plan. Unrelated to the proposed Project, Concordia University is in the process of developing an expanded waste management and recycling program for the campus. The project site would continue to be served by Waste Management of Orange County, the campus' service provider, for the collection of solid waste and recyclables, and the proposed

Project would be required to comply with ongoing waste management programs/requirements implemented by the City, as well as comply with applicable regulations, as described above. In addition, the City of Irvine has standard conditions (Standard Conditions 2.24 and 3.7), which require solid waste recycling in compliance with Title 6, Division 7 of the Irvine Municipal code, and the campus is required to comply with other solid waste regulations applicable to the project. The waste recycler is also required to meet or exceed the diversion requirements set forth in, AB 939 (Integrated Waste Management Act of 1989), AB 341 (Mandatory Commercial Recycling), and AB 1829 (Mandatory Organics Recycling).

## **VII. FINDINGS REGARDING IMPACTS DETERMINED TO HAVE A LESS THAN SIGNIFICANT IMPACT AFTER THE INCORPORATION OF MITIGATION**

The Final EIR determined that the proposed project would result in less than significant impacts for certain impact categories with (1) incorporation of design features into the proposed project to reduce potential environmental impacts (project design features [PDFs]); (2) incorporation of City of Irvine existing Plans, Programs, and Policies (PPPs), including standard conditions (SCs); and, (3) implementation of additional project-level MMs identified to reduce potentially significant project impacts to a less than significant level. PDFs, PPPs and MMs will be implemented pursuant to the Mitigation Monitoring and Reporting Program (MMRP) prepared for the proposed project.

The City of Irvine having reviewed and considered the information contained in the Final EIR, the Technical Appendices and the administrative record, finds, pursuant to Section 21081(a)(1) of the *California Public Resources Code* and Section 15091(a)(1) of the State CEQA Guidelines that

*“changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the Final EIR”*

for the impacts discussed below.

### **A. Aesthetics (Section 5.1 of the Draft EIR)**

#### **1. Would the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area? (EIR Impacts 1.3a and 1.3b)**

**Finding:** Implementation of the proposed Project would introduce new light sources and potential glare on campus and surrounding area. However, the proposed development, and installation of new lighting would occur in an area with existing sources of light and glare and would be conducted in compliance with the City’s requirements. Incorporation of identified PPPs and PDFs would reduce impacts; however, additional MMs are required to reduce the impact to a less than significant level. (DEIR, pp. 5.1-34, -36; see also Final EIR, Topical Response 6.)

**Facts in Support of Finding:** Lighting would likely be used within the construction areas (notably the construction staging areas) to provide security for construction equipment and construction materials. This type of temporary security lighting is often unshielded and may shine onto adjacent properties and roadways. Due to the proximity of residential neighborhoods to the campus, such security lighting may cause a significant impact in the form of a nuisance to the residents. MM 1-1 requires that temporary nighttime lighting that is installed for security purposes be downward-facing and hooded or shielded to prevent security lighting from spilling outside the staging area or from directly broadcasting security lighting into the sky or onto adjacent residential properties. With implementation of MM 1-1, potential lighting impacts during construction would be reduced to a less than significant level.

The proposed project involves the installation of exterior site lighting as necessary for safety, security, and ambience, including lighting for new and reconfigured parking areas, pedestrian walkways, bikeways, architectural elements, and landscape features and the installation of athletic facility lighting. The proposed exterior lighting would comply with requirements of the City's Uniform Security Code (Irvine Municipal Code, Title 5, Division 9, Chapter 5) (refer to PPP 1-2, as modified by the Final EIR). As required, the lighting would be designed and installed so that all direct rays are confined to the site and adjacent properties are protected from glare. This lighting would be consistent with existing conditions on campus and in the adjacent residential community communities and would not create a new source of substantial light that would adversely affect nighttime views in the area. With incorporation of PPP 1-2, this impact would be less than significant for Phases 1 through 4, and no additional mitigation is required.

Athletic field lighting would be installed at the following existing athletic facilities as part of Phase 1: baseball field, softball field, practice field, and track/soccer field. The proposed sand volleyball courts and associated athletic field lighting would be installed in Phase 2. The proposed lighting associated with the tennis court deck would occur in Phase 3 and would be limited to the four courts in the eastern and central portion of the tennis court deck (refer to PDF 1-2 and also included as a Condition of Approval). The tennis court lighting and practice field lighting would be designed to allow for nighttime recreational play, and would not comply with NCAA standards, which would require a higher level of lighting. The two courts on the western portion of the tennis court deck are not proposed to be lighted due to their proximity to the campus boundary; lighting of these courts would result in lighting levels exceeding City's standards. The athletic field lighting is proposed to maximize the use of campus facilities by allowing for safe use of the athletic fields in the evening hours (no later than 9:00 p.m.), while also minimizing impacts to off-campus uses, including spill light and glare light.

A detailed lighting analysis was prepared by Musco Lighting to estimate light and glare levels associated with the installation of athletic field lighting and to compare these to the City's lighting standards as identified in the *City's Parks and Park Facilities Standards* (as described in Section 5.1 of the Draft EIR). The lighting analysis is included in Appendix C of the Draft EIR and was prepared to address the City's standards. To address comments on the Draft EIR, an expanded analysis was conducted and is included in Attachment B of the Final EIR. The expanded analysis takes into consideration light

and glare levels off campus (outside the campus boundary), including the varying topography.

For purposes of a worst-case scenario analysis, the DEIR assumed that all of the athletic fields/facilities would be lit at the same time (baseball, softball, track, soccer, tennis, sand volleyball, and practice). However, sports seasons for various sports vary, thus it is not expected or intended that all fields be lit at the same time. (See Final EIR Topical Response 6.)

The proposed lighting system that would be used consists of light-emitting diode (LED) fixtures and not metal halide which is an older technology (refer to PDF 1-2); use of metal halide fixtures would result in higher lighting levels. The light fixtures would include reflectors 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. As shown in lighting analysis included in the Draft EIR and the expanded lighting analysis included in the Final EIR, the measured horizontal footcandles at the property boundary are 0.0, which is lower than the City's established criteria of 1.5 footcandles at the property line. Therefore, impacts from spill light would be less than significant. Additionally, MM 1-2 requires that the installed lighting be evaluated to ensure that it is consistent with the lighting plan, including the features identified in PDF 1-2, and that the lighting levels are in compliance with the City's established criteria.

To address potential issues associated with daylight glare from buildings and other facilities, the University's *Narrative of Proposed Architectural Styles* has been developed to provide direction regarding the physical design of building elements, including exterior building materials. With adherence to these architectural guidelines (required by PPP 1-3), which require that building materials and finishes reduce glare and minimize reflectivity wherever possible, and installation of planned landscaping around the buildings, exterior building materials would not result in potentially significant glare impacts within the campus or surrounding areas, consistent with existing conditions.

With respect to lighting glare during construction, MM 1-1 requires that temporary nighttime lighting that is installed for security purposes be downward-facing and hooded or shielded to prevent security lighting from spilling outside the staging area or from directly aiming security lighting into the sky or onto adjacent residential properties. These measures would also serve to reduce potential glare impacts during construction to a less than significant level. The potential increase in glare from campus safety and security lighting and vehicles headlights would not represent a new source of substantial glare, and this impact would be less than significant.

The potential glare from proposed athletic facility lighting would be the most notable visual change associated with on-campus lighting to be installed as part of the proposed project. Based on the City's standards for glare light, the maximum acceptable glare is determined by candlepower limitations at the light source. When viewed from any location outside the property line of the property on which the fields are to be lighted, and when the cumulative total of the candlepower of all the luminaries on any single pole for

the luminaries aimed at any one field exceeds 30,000 candlepower, then the average of all the fixtures aimed at measurement point, on the single pole, shall not exceed 4,000 candlepower per fixture. Because the candlepower of all the luminaires on any proposed single pole would exceed 30,000 candlepower, the analysis for the proposed project is based on the average candlepower per fixture.

As shown in the lighting analyses prepared for the Draft EIR and Final EIR, the maximum candela would occur along the western campus boundary and would be associated with the baseball field lighting. However, the maximum candela (approximately 3,133) would not exceed 4,000 candlepower, which is the criteria established by the City, as described previously. The proposed athletic facility lighting system and operations have also been designed to reduce the potential impact from the glare to a less than significant level. As identified in PDF 1-2, the athletic facility lighting would be programmed to automatically turn off at 9:00 PM but could be manually or remotely turned off earlier. Additionally, a remote scheduling, monitoring system and data management system would be installed that allows the University to schedule, report, and track usage of athletic field lighting. Furthermore, 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. Lastly, MM 1-2 requires that the installed lighting be evaluated to ensure that it is consistent with the lighting plan, and that the lighting levels (including glare as measured by the candlepower or candela levels) are in compliance with the City's established criteria. Therefore, while proposed athletic facility lighting would create a new source of glare, based on the proposed lighting plan and with incorporation of MM 1-2 into the proposed project, it would not adversely affect nighttime views in the area based on the criteria established by the City. The impact would be less than significant.

With the respect to the analysis of spill light, because the lighting analysis included in Appendix C of the Draft EIR and shown on Exhibit 5.1-28, Property Boundary Spill Light – Footcandles, and discussed in Section 5.1, Aesthetics, documents that there was no spill light at the University property boundaries nearest the athletic fields, it was not necessary to show the footcandles beyond those areas. This is because spill light decreases with distance. While no further analysis of this issue is required, in response to comments received and to further demonstrate that the spill light does not extend past the University property boundaries, the lighting analysis study area has been expanded. The expanded lighting study is included in Attachment B of this Final EIR. The expanded lighting study demonstrates that there would be no horizontal or vertical spill light off campus in the adjacent residential communities (pages 13 and 14), the residences east of French Hill (pages 17 and 18), or along French Hill (pages 21, 22, 25 and 26) as shown by the 0.0 footcandle measurement, which is lower than the City's established criteria of 1.5 footcandles at the property line. (See FEIR, p. 2-36.)

With respect to the analysis of potential glare, because the glare analysis in Appendix C of the Draft EIR and shown on Exhibit 5.1-29, Glare Impact-Candela, and 5.1-30, Boundary Glare Impact-Candela, and discussed in Section 5.1, Aesthetics, documents



that there would be no glare impacts based on the City's criteria at the University boundaries nearest the athletic fields, it was not necessary to show the glare in additional areas. However, in response to comments received, the lighting study has also been expanded to include the entire campus boundary, adjacent residential communities and areas on French Hill and also takes into consideration the varying topography. (See FEIR, p. 2-36.)

**PPPs, PDFs, and MMs:**

***Phases 1 through 4***

Refer to PPP 1-1 and PPP 1-3, above.

**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.

**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 (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.

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 competition 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.

**MM 1-1** 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 verified by the City's Building and Safety Department during inspections of the construction site.

**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.

**B. Biological Resources (Section 5.3 of the Draft EIR)**

- 1. Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? (EIR Impacts 3.1a, 3.1b and 3.1c)**

**Finding:** The proposed Project improvements and construction activities would not result in direct impacts to riparian habitat, but would potentially impact sensitive coastal sage scrub habitat. Indirect impacts to riparian habitat and coastal sage scrub habitat may also occur. These potentially significant impacts would be reduced to less than significant levels with incorporation of PPPs, PDFs and MMs into the proposed Project. (DEIR, p. 5.3-33, -34, -36.)

**Facts in Support of Finding:** Implementation of Phase 1 (on campus roadway improvements) would potentially impact 0.01 acre of special status vegetation covered by the NCCP/HCP (coastal sage scrub) that provides habitat for the coastal California gnatcatcher (*Poliophtila californica californica*), and construction of the proposed Project would be in proximity to coastal sage scrub and disturbed coastal sage scrub/annual grassland vegetation. Since the survey area is outside of the NCCP/HCP Reserve System, take of coastal sage scrub is authorized for a nonparticipating landowner (e.g., Concordia University) whose lands are located within the jurisdiction of a signatory local government (e.g., the City of Irvine) and who elects to pay the NCCP/HCP mitigation fee. With payment of the NCCP/HCP mitigation fee (PPP 3-1), and implementation of construction-related minimization measures (PPP 3-2), direct and indirect impacts to coastal sage scrub habitat would be less than significant.

Direct impacts to jurisdictional areas, including riparian habitat (southern willow scrub), would be avoided by project design (refer to PDF 3-2). Inadvertent impacts on riparian habitat would be avoided by fencing/flagging areas to be protected during construction (MM 3-1). Removal of suitable and marginally suitable habitat for special status species

(annual grassland, ornamental, and ornamental/developed) would result in less than significant habitat impacts. Potential indirect impacts related to water quality, human activity, and invasive plant species would be less than significant with implementation of PDF 3-1 and PPPs 3-1 and 3-2, and PPPs 8-1 and 8-2 in Section 5.8, Hydrology and Water Quality.

Fuel modification and additional fire protection activities would not result in the loss of riparian, coastal sage scrub, or other sensitive habitat. Inadvertent impacts on riparian habitat would be avoided by fencing/flagging areas to be protected during construction (MM 3-1). Removal of suitable and marginally suitable habitat for special status species (annual grassland, ornamental, and ornamental/developed) would result in less than significant habitat impacts.

### **PPPs, PDFs and MMs:**

#### ***Phase 1 Only***

**PPP 3-1** 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.

#### ***Phases 1 through 4***

**PPP 3-2** 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:<sup>1</sup>

- 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 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.
- 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 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.

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<sup>1</sup> From NCCP/HCP Construction-Related Minimization Measures per NCCP/HCP Final Joint Environmental Impact Report and Environmental Impact Statement, Section 7.5.3 (Orange 1996).

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.

- 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.
- 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.

**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 the 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 degrade the quality of the surrounding natural open space. Landscaping installed for the proposed project shall only include species on the approved planting plan.

**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).

**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 vegetation and jurisdictional resources to be avoided.

- 2. Would the project have a substantial adverse effect, either directly or through habitat modification, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? (EIR Impacts 3.2a, 3.2b, and 3.2c)**

**Finding:** Implementation of the proposed Project would not directly impact habitat that supports sensitive species beyond the coastal sage scrub impacted by Phase 1 (0.01 acre). However, given the proximity of the impact area for Phase 1 to adjacent riparian vegetation, there is the potential for species that use this habitat to be inadvertently impacted during construction and operation. The proposed Project also has the potential to impact active nests of migratory birds and/or raptors. With incorporation of PPPs and MMs, these impacts would be reduced to a level considered less than significant. (DEIR, p. 5.3-41 through -43.)

**Facts in Support of Finding:** Based on focused surveys conducted during preparation of the Draft EIR, and lack of suitable habitat, there are no sensitive plant species located on campus or expected to occur, and no impacts would result. With the exception of the species identified below, there is not suitable habitat on campus for other wildlife species or the species is not expected to occur because they were not observed during focused surveys.

Phase 1 of the proposed Project would impact approximately 0.01 acre of coastal sage scrub vegetation, which supports the coastal California gnatcatcher, a federally threatened and state species of special concern. The coastal California gnatcatcher is covered by the NCCP/HCP. This impact would be potentially significant. Compliance with provisions of the NCCP/HCP, including payment of the required mitigation fee for loss of habitat (PPP 3-1), and incorporation of PPP 3-2 discussed above for coastal sage scrub vegetation, would avoid inadvertent impacts on coastal California gnatcatcher, resulting in a less than significant impact.

As previously identified, no riparian habitat would be directly impacted by implementation of the proposed Project; however, given the proximity of the impact area for Phase 1 to adjacent southern willow scrub habitat, which supports least Bell's vireo (*Vireo bellii pusillus*), there is the potential for this habitat to be inadvertently impacted during construction. The least Bell's vireo is a federally and state endangered species and is conditionally covered by the NCCP/HCP. Inadvertent impacts during construction would be potentially significant. Implementation of MM 3-1, that was discussed above for southern willow scrub, would avoid inadvertent impacts on least Bell's vireo, resulting in a less than significant impact.

Suitable or limited suitable foraging habitat is present for four special status bird species, including raptors, which are not covered by the NCCP/HCP: Cooper's hawk (*Accipiter cooperii*), white-tailed kite (*Elanus leucurus*), western yellow-billed cuckoo (*Coccyzus americanus occidentalis*), and yellow-breasted chat (*Icteria virens*). Phases 1 and 2 would impact a total of approximately 1.99 acres of suitable foraging habitat (i.e., annual grassland and coastal sage scrub) for Cooper's hawk and white-tailed kite. In addition, a total of approximately 10.92 acres of marginally suitable habitat (i.e., ornamental and ornamental/developed areas) for these species would be impacted. The impact resulting from Phases 3 and 4 would be the loss of an additional 14.45 acres of marginally suitable habitat for Cooper's hawk and white-tailed kite (i.e., ornamental and ornamental/developed) above the 10.92 acres impacted by Phases 1 and 2. These impacts would be considered adverse but less than significant given the status of the species and the limited amount of potential impacts relative to the habitat available in the region. Therefore, no mitigation would be required.

The yellow-breasted chat and yellow-billed cuckoo may nest in southern willow scrub vegetation. However, as discussed above, there would be no direct impacts to this vegetation type and implementation of MM 3-1 would avoid inadvertent impacts on species using this vegetation, resulting in a less than significant impact

Further, active nests of these and common migratory bird species, regardless of the sensitivity of the habitat, are protected by the MBTA. In addition, the loss of an active raptor nest, including common raptor species, would be a potentially significant impact and considered a violation of Sections 3503, 3503.5, and 3513 of the *California Fish and Game Code*. Compliance with PPPs 3-3 and 3-4, which address the time frames that construction could occur to avoid nesting raptors and include a requirement for a preconstruction survey for active nests, would ensure that impacts on active nests are less than significant.

Suitable foraging and roosting habitat is also present for two special status mammal species that are not covered by the NCCP/HCP: hoary bat (*Lasiurus cinereus*) and western bonneted bat (*Eumops perotis californicus*). Phases 1 and 2 would impact a total of approximately 1.99 acres of potential foraging habitat (i.e., annual grassland and coastal sage scrub) for these species. This loss of foraging habitat would contribute to the ongoing regional loss of foraging habitat; however, these species are tolerant of developed areas and abundant foraging habitat remains available in the project region.



Therefore, this impact would be considered adverse but less than significant, and no mitigation would be required.

The various buildings and structures as well as mature trees located in the survey area also provide potentially suitable roosting habitat for structure-roosting bat species (western bonneted bat) and for tree-roosting bat species (including hoary bat). The destruction of occupied maternity or day roosts has the potential to result in the loss of a local bat population. Demolition or removal of roosts may be considered significant, depending on the size of the roost. Implementation of MM 3-2, which includes preconstruction surveys and bat exclusion, would reduce impacts to a less than significant level by avoiding impacts on active roosts.

The proposed Project has the potential to indirectly affect species utilizing adjacent habitat. These effects may result from temporary or long-term increases in noise, human activity, and night lighting. These potential indirect impacts would be less than significant with implementation of PPP 3-1, which requires compliance with the provisions of the NCCP/HCP; PPP 3-2, which ensures avoidance of unimpacted coastal sage scrub through construction-related minimization measures; MM 3-3, which requires that construction-related noise does not impact species in riparian habitat; and PPP 1-2, which requires light to be directed away from adjacent areas.

In addition, fuel modification and other fire protection activities have the potential to impact active nests of migratory birds and/or raptors and active bat roosts. However, impacts would be less than significant with implementation of PPPs 3-3 and 3-4 and MM 3-2. It should also be noted that the Non-native Vegetation Removal and Planting Plan (MM 3-4) which addresses the removal of non-native vegetation and the planting of native vegetation in the annual grassland habitat has the potential to enhance the habitat in this area, potentially providing suitable habitat for special status species that doesn't currently exist.

#### **PPPs and MMs:**

##### ***Phases 1 through 4***

Refer to PPP 1-2, PPP 3-1 through 3-4 and MM 3-1 presented previously.

**MM 3-2 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.

**MM 3-3 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:

- A. No clearing, grubbing, grading, or other construction shall occur between March 15 and September 15, until the following requirements have been met to the satisfaction of the Director of Community Development:
  - 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 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
  - 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 attenuation is achieved or until the end of the breeding season (September 16).

- 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.

**MM 3-4** 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:

- A. The responsibilities of the landowner, specialists, and personnel that would supervise and implement the plan shall be specified.
- 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).
- 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.

- D. A requirement for vegetation removal to be conducted once per year utilizing hand tools.
- 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.
- F. A requirement for maintenance training for any individuals involved in the removal of non-native vegetation.

**3. Would the project have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? (EIR Impact 3.3)**

**Finding:** The proposed Project has been designed to avoid federally protected wetlands, and other areas under the jurisdiction of the United States Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and the CDFW (refer to PDF 3-2). With incorporation of PDFs, PPPs and MMs, potential inadvertent direct impacts and indirect impacts would also be less than significant. (DEIR, p. 5.3-44).

**Facts in Support of Finding:** As shown on Exhibit 5.3-5 of the Draft EIR and identified in PDF 3-2, no federally protected wetlands, as defined by Section 404 of the Clean Water Act (CWA), or other waters under the jurisdictional authority of the USACE, the RWQCB, or the CDFW would be directly impacted by implementation of the proposed Project. Therefore, no direct impacts would occur, and no mitigation would be required. However, given the proximity of the impact footprint to adjacent jurisdictional resources, there is the potential for these areas to be inadvertently impacted during construction; these inadvertent impacts would be potentially significant. Implementation of MM 3-1, which requires monitoring of grading activities and installation of protective fencing/flagging, would ensure that inadvertent construction impacts due to construction activities do not impact jurisdictional resources, resulting in a less than significant impact.

Implementation of the proposed Project has the potential to indirectly impact jurisdictional resources in the survey area due to changes in water quality. Indirect impacts on jurisdictional resources would be less than significant with the application of Best Management Practices (BMPs) pursuant to the National Pollutant Discharge Elimination System (NPDES) Construction General Permit, which would protect water quality (refer to PPPs 8-1 and 8-2 under the discussion of Hydrology and Water Quality).

Additionally, given the proximity of the potential impact area for the Concordia East roadway/Ridgeline Drive intersection and roadway improvements to adjacent jurisdictional resources, there is the potential for these areas to be inadvertently impacted during construction. These inadvertent impacts would be potentially significant and would be reduced to less than significant levels with implementation of MM 3-1.

**PPPs, PDFs and MMs:**

Refer to PPPs 8-1 and 8-2 under the discussion of Hydrology Water Quality later in this section, and PDF 3-2 and MM 3-1 identified previously.

**C. Cultural Resources (Section 5.4 of the Draft EIR)**

**1. Would the project cause a substantial adverse change in the significance of a historical resource as defined in §15064.5? (EIR Impacts 4.1a and 4.1b)**

**Finding:** There are no historic resources, including significant historic structures, within the boundaries of the Concordia campus; however, undiscovered resources may be discovered during earthwork. Incorporation of PPP 4-1 and MM 4-1 would reduce this impact to a less than significant level. (DEIR, p. 5.4-9.)

**Facts in Support of Finding:** There are no historic resources, including significant historic structures, within the boundaries of the Concordia campus, including the areas to be developed. The project would not cause substantial adverse change to known historical resources outside the campus boundaries. However, it is possible that buried and undiscovered historical resources are present within the construction impact areas for Phases 1 through 4, resulting in a potentially significant impact. Implementation of PPP 4-1 and MM 4-1 would include retaining a qualified Archaeologist to address the monitoring of site grading for potential archaeological/historical resources and in the event that such resources are discovered, 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/recover those resources. As such, potential significant impacts to undiscovered historical or archaeological resources, if any, would be less than significant.

**PPP and MM:**

***Phases 1 through 4***

**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 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 recommendations shall be incorporated on the cover sheet of the grading plan under the general heading: "Conditions of Approval". (*City of Irvine Standard Condition 2.5*)

**MM 4-1** 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":

- 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, identification, and evaluation of artifacts.

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 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.

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 mitigate impacts to archaeological and/or cultural resources.

**2. Would the project cause a substantial adverse change in the significance of an archaeological resource as defined in §15064.5? (EIR Impacts 4.2a and 4.2b)**

**Finding:** Excavation activities required for the proposed Project have the potential to impact unknown archaeological and Native American resources, resulting in a potentially significant impact. Incorporation of PPP 4-1, PPP 4-2, and MM 4-1 would reduce this impact to a less than significant level. (DEIR, pp. 5.4-10, -11.)

**Facts in Support of Finding:** Eight prehistoric sites have been identified within a half mile of the project area. Of those, three have been recorded within or immediately adjacent to the campus. Two of the sites, CA-ORA-376 and CA-ORA-377, no longer exist. The third, CA-ORA-378, is extant and has been preserved in perpetuity off campus through soil capping. No impacts to CA-ORA-378 would occur with implementation of the proposed project.

No cultural resources were seen during the field examination; however, the presence of significant sites in the immediate vicinity indicates that prehistoric-era peoples made use of the project area. Therefore, buried cultural resources may exist in the subsurface. Previous grading activities have occurred within the boundaries of the campus, but not to a depth that would destroy all the archaeology that might be impacted by future ground disturbance. Excavation activities for Phases 1 and 2 could extend to 16 feet below the ground surface (bgs), and excavation activities for Phases 3 and 4 could extend up to 20 feet bgs. Although no significant cultural resources are recorded within the campus, presently unknown resources may exist in the subsurface and could potentially be disturbed during construction activities (e.g., grading and/or deep trenching for utilities), resulting in a potentially significant impact.

Implementation of PPP 4-1 includes retaining a qualified Archaeologist who would provide written recommendations specifying procedures for cultural/scientific resource surveillance based on proposed grading activities. Because there are project components that could involve excavation in native sediments to depths up to 16 feet, implementation

of MM 4-1 is also required. MM 4-1 requires monitoring of grading activities that extend below five feet from the ground surface and outlines steps to take if archaeological resources are discovered during construction. Further, for the proposed project, the City of Irvine and Concordia University has agreed to the request for Native American monitoring as identified in MM 4-1. In the event that archaeological resources are discovered, no further grading would occur in the area of the discovery until the Director of Community Development is satisfied that adequate provisions are in place to protect/recover those resources. PPP 4-2 identifies State requirements when potentially significant features or sites (as opposed to isolates) are discovered. With incorporation of PPP 4-1 and PPP 4-2 into the project and implementation of MM 4-1, potential impacts to archaeological resources would be less than significant.

**PPPs and MMs:**

***Phases 1 through 4***

Refer to PPP 4-1 and MM 4-1 presented previously.

**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 *California Public Resource Code* (PRC) and Section 15064.5(c) of Title 14 of the *California Code of Regulations* (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.

**3. Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? (EIR Impacts 4.3a and 4.3b)**

**Finding:** Excavation activities required for the proposed Project have the potential to impact non-renewable paleontological resources, resulting in a potentially significant impact. Incorporation of PPP 4-1 and MM 4-2 would reduce this impact to a less than significant level. (DEIR, p. 5.4-11.)

**Facts in Support of Finding:** The campus has been previously graded and disturbed; however, Figure E-2, Paleontological Sensitivity Zones of the Cultural Resources Element of the City's General Plan, identifies the campus as an area with "high" paleontological sensitivity. This zone contains sedimentary rocks that have yielded significant fossils in the area. Excavation activities required for the proposed Project have the potential to impact non-renewable paleontological resources, resulting in a potentially significant impact. Implementation of PPP 4-1 includes retaining a qualified Paleontologist to provide written recommendations specifying procedures for cultural/scientific resource surveillance. In the event that such resources are discovered, 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/recover those resources. Implementation of MM 4-2 further requires monitoring of grading activities on the campus (specifically where these activities have the potential to encounter the Vaqueros Formation) and identifies actions to be taken in the event resources are discovered. With implementation of PPP 4-1 and MM 4-2, impacts to paleontological resources would be less than significant.

**PPP and MM:**

***Phases 1 through 4***

Refer to PPP 4-1 presented previously.

**MM 4-2** 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”:

- 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, 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.
- 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.
- e. Fossils with their contextual data must be deposited at a recognized museum or institution.

4. **Would the project cause a substantial adverse change in the significance of a Tribal Cultural Resource as defined in Public Resources Code 21074 and that is: (i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or (ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code section 5024.1?**

**Finding:** Excavation activities required for the proposed Project have the potential to impact unknown Native American resources, resulting in a potentially significant impact to Tribal Cultural Resources. Incorporation of PPP 4-1, PPP 4-2, and MM 4-1 would reduce this impact to a less than significant level. (DEIR, pp. 5.4-10, -11.)

**Facts in Support of Finding:** To determine potential impacts on Tribal Cultural Resources, various Native American coordination efforts were completed for the proposed project. On March 24, 2015, a Sacred Lands File (SLF) search by the NAHC was requested. The response received from the NAHC on April 3, 2015, indicated that the SLF search was completed with negative results, and a list of Native American groups and individuals that may have knowledge of the religious and/or cultural significance of resources that may be on and/or near the campus was provided. Each of the groups and individuals identified by the NAHC was mailed an informational letter on April 22, 2015, describing the project and requesting any information regarding resources that may exist on and/or near the campus. No responses from this initial outreach were received

Further, consistent with AB 52, the NAHC was contacted for a current SLF search and a list of tribal representatives for AB 52 project notification. The response from the NAHC was received on October 1, 2015, and a list of Native American tribes was provided. Letters of project notification were sent to each of the tribal representatives on this list on October 7, 2015.

Responses to the AB 52 project notification were received from two of the tribes: the Juaneño Band of Mission Indians, Acjachemen Nation and the Soboba Band of Luiseño Indians. They requested additional project information, including an aerial map and records search results. Available information was provided to the tribes.

A letter dated October 9, 2015, was received from Joseph Ontiveros, Cultural Resources Director of the Soboba Band of Luiseño Indians (Ontiveros 2015). The Soboba Band's response indicates that although the project is outside of the existing reservation, it does fall within the boundaries of the tribe's Traditional Use Areas. The Soboba Band does not have any immediate concerns with the proposed project at this time; however, the tribe requests notification of any inadvertent discoveries that are made during the course of the project.

An email response was received from Joyce Perry, Cultural Resources Director of the Juaneño Band of Mission Indians, Acjachemen Nation on October 8, 2015 (Perry 2015).

The Juaneño Band requests that Native American and archaeological monitoring be a condition of the project.

Additionally, as discussed previously, NOP comment letters addressing cultural resources were received from the CCRPA and the United Coalition to Protect Panhe. These letters acknowledge that an existing archaeological site east of the campus is being protected, that there is a potential for additional resources to be encountered during construction, and that these resources should be avoided or preserved. The commenters requested the results of the archaeological and cultural investigations and to participate in the environmental review process. (DEIR, pp. 5.4-4, -5.)

During the public review period for the Draft EIR, comment letters were submitted to the City from the United Coalition to Protect Panhe and the Gabrieleno Band of Mission Indians – Kizh Nation. (See Comment Letters 10 and 11 of the FEIR.) The comment letter from the Gabrieleno Band of Mission Indians – Kizh Nation discussed the sensitivity of the project area as it relates to archaeological and Tribal Cultural Resources, and the potential to encounter previously unknown resources during construction. The Response to Comment Letter 11 in the Final EIR states to address any potential impact to these resources, the City of Irvine is requiring that a Native American Monitor, along with an Archaeological Monitor, be present during grading activities in native sediment, consistent with the request made by in this comment letter. The Gabrieleno Band of Mission Indians – Kizh Nation will be considered to conduct this monitoring, along with other tribes that have made the same request. (See FEIR, p. 2-91.)

Based on the results of consultation and the public comment period, as well as the results of surveys and field examination, it is determined that impacts to Tribal Cultural Resources will be less than significant, with the incorporation of PPP 4-1, PPP 4-2, and MM 4-1.

**PPPs and MMs:**

Refer to PPPs 4-1 through 4-3, MM 4-1 and MM 4-2 presented previously.

**D. Geology & Soils (Section 5.5 of the Draft EIR)**

**1. Would the project expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving strong seismic ground shaking? (EIR Impacts 5.1a and 5.1b)**

**Finding:** The Concordia campus is located in the highly seismic southern California region, due to the proximity of known active faults. With incorporation of PPPs 5-1 through 5-8 and MM 5-1, potential impacts would be less than significant. (DEIR, p. 5.5-10.)

**Facts in Support of Finding:** The campus, as with Southern California in its entirety, could be subject to ground shaking in the event of an earthquake. Given the proximity of the campus to fault zones within 50 miles of the campus, intense ground shaking should be expected in the future. The possibility of ground acceleration or shaking on campus,

including the areas to be developed and/or improved as part of the proposed Project, is considered similar to that for all of Southern California and is considered a potentially significant impact. Adherence to current CBC requirements, the City of Irvine *Grading Code*, and the City's Grading Manual, as specified in PPPs 5-1 through 5-7; and implementation of all recommendations presented in the Preliminary Geotechnical Report for the Music, Worship and Theology Building and CU Center Addition (refer to MM 5-1) and any future site-specific geotechnical investigations (refer to PPP 5-1); would ensure a less than significant impact related to strong ground shaking for the proposed Project. In addition, in Phase 3 of development, compliance with the Special Development Requirement included in Chapter 9-21, of the Zoning Ordinance (included as PPP 5-8) would ensure that impacts related to unstable soils during development of the recreation/lap pool are reduced to a less than significant level.

**PPPs and MMs:**

***Phases 1 through 4***

**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 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. 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 (City of Irvine Standard Condition 2.6).

- PPP 5-2** 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 City of Irvine Grading Code (Municipal Code Title 5, Division 10) and Grading Manual and the most recent version of the California Building Code (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.
- PPP 5-3** 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 City of Irvine Grading Code (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.
- PPP 5-4** 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 City of Irvine Grading Code (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.
- PPP 5-5** 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 City of Irvine Building Code (Municipal Code Title 14, Buildings and Construction).

**PPP 5-6** 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 City of Irvine Grading Code (Municipal Code Title 5, Division 10) and Grading Manual.

**PPP 5-7** 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 City of Irvine Amendments. 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).

***Phase 3 Only***

**PPP 5-8** 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:

- 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 engineer. The report shall include, but not be limited to, the following information:
  - (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.
- b. Exception: The City Building Official may waive the requirement for submission of a soil report if the following conditions are met:
  - (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.

**MM 5-1** Prior to the issuance of a grading permit, recommendations from the *Preliminary Geotechnical Engineering Report for the Music, Worship and Theology and CU Center Projects, Concordia University Irvine*

(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:

- Evaluation of Foundation Types and Foundation Recommendations
  - Spread Footing Foundations
  - Caisson Recommendations
  - Conventional Foundations on Engineering Compacted Fill
- Floor Slab
- Retaining Wall Recommendations
  - Lateral Passive Resistance
  - Active Pressure
  - At-Rest Earth Pressure
  - Seismic Force
- Pavement Recommendations
- Pavement Grading Recommendations
  - Subgrade Preparation
  - Aggregate Base
  - Asphalt Concrete Pavement
  - Site Drainage
  - Exterior Concrete Flatwork
  - Corrosion and Sulfate Attack Protection
  - Concrete
- Grading Recommendations
- Construction Verification Procedures
  - Pre-Grading Meeting
  - Footing Observations
  - Earthwork Observations
  - Temporary Support of Excavations

**2. Would the project expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving seismic-related ground failure, including liquefaction? (Impacts 5.2a and 5.2b)**

**Finding:** Secondary effects of earthquakes can lead to ground deformation or failure including liquefaction, and may cause potential impacts. With incorporation of PPPs 5-1 through 5-7 and MM 5-1, potential impacts would be less than significant. (DEIR, pp. 5.5-11, -12.)

**Facts in Support of Finding:** With the exception of the extension of Parking Lot A proposed as part of Phase 1 and the proposed tennis deck over Parking Lot A (Phase 3), no other project components included as part of the proposed Project would be susceptible to seismically induced liquefaction. However, since these project components are located in an elevated area underlain by bedrock and no groundwater has been encountered, liquefaction is not considered to be a concern. Although seismically induced liquefaction is not expected, design and construction following the recommendations contained in the site-specific geotechnical study for each proposed structure on campus and compliance with applicable local and State regulations would ensure the potential for significant geologic and geotechnical hazards related to seismic-related ground failure, including liquefaction, is less than significant. Grading and construction associated with the proposed Project would be required to comply with applicable provisions of the CBC standards, the City of Irvine *Grading Code*, and the City's Grading Manual (refer to PPPs 5-1 through 5-7). Following the recommendations contained in the project-specific geotechnical studies (PPP 5-1) and compliance with applicable local and State regulations (as required by PPPs 5-2 through 5-7) would ensure the potential for significant geologic and geotechnical hazards related to seismic-related ground failure, including liquefaction, is less than significant for the proposed Project.

**PPPs and MMs:**

Refers to PPPs 5-1 through 5-7 and MM 5-1 presented previously.

**3. Would the project expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving landslides? (EIR Impacts 5.3a and 5.3b)**

**Finding:** Secondary effects of earthquakes can lead to landslides, which may cause potential impacts. With incorporation of PPPs 5-1 through 5-7, and MM 5-1 potential impacts would be less than significant. (DEIR, pp. 5.5-13, -14.)

**Facts in Support of Finding:** As shown on the State of California Seismic Hazards Zones, Tustin 7.5-Minute Quadrangle Map (refer to Exhibit 5.5-1 of the Draft EIR), an area in the southern portion of the campus (primarily undeveloped but including an area developed with the baseball and track/soccer fields) and the area north of the campus (slope into Mason Regional Park) are mapped by the State as being in a designated seismically induced landslide area. Besides these areas, there are no areas proposed for development/improvements as part of the Campus Master Build-Out Plan Update within



a designated seismically induced landslide hazard area. The slope along the western portion of the northern campus boundary is not a landslide and would not be subject to any construction activities; however, adjacent parking areas on campus would be modified and slope stability would need to be taken into consideration during design.

As discussed in the Preliminary Geotechnical Report prepared for the Music, Worship and Theology Building (Phase 1) and CU Center Addition (Phase 2), these proposed structures are not located in a designated seismically induced landslide hazard area. Therefore, for these project components, there is no impact and no mitigation required.

The other components of the proposed Project would not involve any structural development in the designated seismically induced landslide hazard area on campus. Therefore, based on available information, seismically induced landsliding is not considered to be a concern and no mitigation is required with adherence to required project-specific analysis.

Compliance with applicable local and State regulatory requirements would ensure that potential impacts are less than significant. The potential for landslides is common in Southern California and can be mitigated by typical design and construction practices (such as design in accordance with the CBC). With the exception of the Music, Worship and Theology and CU Center Addition, which are addressed in the preliminary geotechnical report included in Appendix F of the Draft EIR, project-specific geotechnical and geologic investigations are required for each development proposed as part of the Campus Master Build-Out Plan Update (refer to PPP 5-1). Design and construction following the recommendations contained in project-specific geotechnical studies and compliance with applicable local and State regulations (as required by PPPs 5-2 through 5-7) reduce the potential for significant geologic and geotechnical hazards related to seismically induced landslides to a less than significant level. Compliance with applicable local and State regulatory requirements as outlined in PPPs 5-1 through 5-7 and implementation of site-specific recommendations/requirements outlined in any Geotechnical Reports or Grading Plans (see MM 5-1) would ensure that potential impacts are less than significant.

**PPPs:**

Refers to PPPs 5-1 through 5-7 and MM 5-1 presented previously.

- 4. Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on-site or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse? (EIR Impacts 5.4a and 5.4b)**

**Finding:** The potential for liquefaction and landslides is addressed above, and the impact would be less than significant with incorporation of identified PPPs 5-1 through 5-8 and MM 5-1. There is a potential for other impacts related to unstable soils, which would also be less than significant with incorporation of the identified PPPs and MM. (DEIR, pp. 5.5-15, -16.)

**Facts in Support of Finding:** There is no potential for lateral spreading since there is not a continuous and laterally unconstrained liquefiable zone. In addition, the lack of a thick sequence of compressible materials, depth of groundwater, and no historical record of oil operations on the project site preclude the problems associated with possible subsidence across the campus.

The fill materials that overlay bedrock would undergo settlement upon loading, which could result in a significant impact related to unstable soil. Fill material would need to be entirely removed to bedrock within the planned construction areas for the proposed buildings and recompacted back with new import, non-expansive soil. For parking and driveway areas, recommendations are also made for removal of surficial deposits of loose soil material, excavation, recompaction, and removal of unsuitable materials. Standard corrective grading practices include ensuring that the Geotechnical Engineer of Record oversees grading operations and performs additional field testing and observations on site during grading in order to provide direction on removal and recompaction of compressible materials discovered during grading.

The results of preliminary testing of soil hydrogen potential (pH) and resistivity also indicate that on-site soil materials are generally medium acidic (pH value 6.0) and the minimum soil resistivity is low. This indicates that the on-site soils may be severely corrosive to ferrous metals and copper.

Under Phases 1 through 4, potential for on-site soils to result in unstable soil conditions, including compressible soils, the potential for settlement, and the potential for corrosion, is a potentially significant impact if remediation is not implemented. Compliance with applicable regulations and all recommendations presented in project-specific geotechnical investigations and Grading Plan submittals (PPPs 5-1 through 5-8 and MM 5-1) would ensure that potential impacts are less than significant. MM 5-1 is required to ensure that recommendations from the Preliminary Geotechnical Report are included in site preparation and building design specifications to ensure that potential impacts associated with compressible soils are reduced to a less than significant level. In addition, in Phase 3 of development, compliance with the Special Development Requirement included in Chapter 9-21, of the Zoning Ordinance (included as PPP 5-8) would ensure that impacts related to unstable soils during development of the recreation/lap pool are reduced to a less than significant level.

**PPPs and MMs:**

Refers to PPPs 5-1 through 5-8 and MM 5-1 presented previously.

**5. Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property? (EIR Impacts 5.5a and 5.5b)**

**Finding:** Based on available information for the campus for previous and current project-specific geotechnical investigations, soils throughout the campus are expected to have a medium expansion potential. The presence of expansive soils in areas proposed for

construction would be considered a potentially significant impact. The impact would be less than significant with incorporation of identified PPPs 5-1 through 5-7 and MM 5-1. (DEIR, p. 5.5-17.)

**Facts in Support of Finding:** The potential for expansive soils will be addressed in project-specific geotechnical studies (required by PPP 5-1) and during final geotechnical investigation laboratory tests would be performed on samples obtained during drilling. Further testing would be performed on near-surface soil to determine the expansion index. Recommendations to compensate for the potential adverse effects of expansive soils would be provided for each area based on the results of this testing. Compliance with recommendations from project-specific Geotechnical Reports and applicable local and state regulations (CBC, City of Irvine Grading Code, and City Grading Manual), as outlined in PPPs 5-1 through 5-7; and implementation of MM 5-1 would ensure that potential impacts related to expansive soils are less than significant.

**PPPs and MMs:**

Refers to PPPs 5-1 through 5-7 and MM 5-1 presented previously.

**E. Hazards and Hazardous Materials (Section 5.7 of the Draft EIR)**

**1. Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? (EIR Impacts 7.1a and 7.1b)**

**Finding:** Construction activities could result in the accidental release of hazardous materials, and operations would involve the use, storage and transport of hazardous materials and hazardous wastes. All construction and operation would follow applicable regulations and existing campus procedures and the potential to create a significant hazard to the public or the environment from reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment would be less than significant. (DEIR, p. 5.5-17.)

**Facts in Support of Finding:** There are no listed hazardous materials sites on campus that could pose a hazard during construction. However, transite pipes manufactured with asbestos could be encountered during site grading and preparation for Phases 1 through 4. Additionally, Phases 3 and 4 would involve the demolition of seven existing buildings that may have asbestos containing materials (ACMs) and/or lead in the building materials. The potential for asbestos and lead release would be considered a significant impact if not properly handled, and if proper precautions are taken to minimize exposure. In compliance with PPP 7-1, the University is required to complete pre-demolition surveys, inspection and analyses for ACMs and lead-based paint, 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 SCAQMD Rule 1403. Compliance with the

requirements of PPP 7-1 would reduce the potential impact of accidental release of hazardous materials to a less than significant level.

There is a potential to encounter polychlorinated biphenyls (PCBs) during demolition and grading activities associated with Phases 3 and 4 as a result of their potential use in existing buildings on campus and in electrical equipment, resulting in a potentially significant impact. Implementation of MM 7-1 requires that soil having the potential for PCB exposure be tested and any detectable concentrations be compared to appropriate regulatory screening levels and if detected, coordination with the applicable regulatory agency as to the proper abatement and disposal of impacted soil would be performed. Additionally, MM 7-2, as modified by the Final EIR, requires pre-demolition soil sampling for organochlorine (legacy) pesticides (OCPs) and lead. If levels of lead or OCPs in excess of established screening are identified within the sampled areas, the applicable oversight agency(ies) shall be consulted to determine further screening and remediation requirements. Any required remediation would be conducted to ensure that onsite soils do not pose a risk to the public or the environment, including construction workers and future occupants prior to the commencement of demolition activities. With incorporation of MM 7-2, potential impacts would be less than significant.

Operations associated with the use and storage and transport of hazardous materials and hazardous wastes would follow applicable regulations and existing campus procedures, as outlined in the Draft EIR, and the potential to create a significant hazard to the public or the environment from reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment would be less than significant

#### **PPPs, PDFs and MMs:**

##### ***Phases 1 through 4***

**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 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.

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*.

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.

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.

**MM 7-1** 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.

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 [RSLs] or California Human Health Screening Levels [CHHSLs]).

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.

**MM 7-2** 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) *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*. 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 Directory of the Community Development Department and, if required, remediation shall be conducted to ensure that applicable levels are achieved.

**F. Land Use (Section 5.9 of the Draft EIR)**

- 1. Would the project conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? (EIR Impact 9.1)**

**Finding:** Implementation of the CUP Major Modification and Zone Change for the Campus Master Build-Out Plan Update would not conflict with an applicable plan, policy or regulation. However, an exceedance of the modified average daily vehicle trip limit has the potential to result in significant impacts. With incorporation of MM 9-1, this impact would be less than significant. (DEIR, p. 5.9-48; see also FEIR.)

**Facts in Support of Finding:** Section 5.9, Land Use and Planning, including Table 5.9-2 provides a detailed discussion of how the proposed Project is consistent with the policies of the City's General Plan and any applicable land use plan, policy, or regulation of an agency with jurisdiction, including the City's Zoning Ordinance (Chapter 3-37: Zoning District Land use Regulations and Development Standards; Chapter 5-4: Hillside Overlay District; and Division 9: Planning Area) and plans/regulations associated with Concordia University Irvine (Existing Campus Master Build-Out Plan; Joint-Use Agreement with the City of Irvine; and Agreements/Easements for Entry Gates and Use of Concordia East and West.

The proposed Project does not require a change to the land use zoning map or the statistical analysis relevant to the campus. However, a Zone Change is being requested to

revise Section 9-21-7.B of the Zoning Ordinance, Special Development Requirements for Concordia University (Christ College Irvine) General Plan Amendment 4237-GA and Zone Change 5232-ZC. A consistency analysis of the proposed Project with the Special Development Requirements (SDRs) applicable to the University was provided in Section 5.9 of the Draft EIR. The purposes for any proposed revisions are also explained. SDRs 5, 10, 20, 21 and 25 are proposed to be removed from the Zoning and replaced, and otherwise addressed through the Project Conditions of Approval. With the elimination of SDRs 10 and 20, the previously established trip cap would be removed. An exceedance of the proposed modified trip cap, which is the basis for the TIA conducted for the project, has the potential to result in significant impacts not addressed in the Draft EIR. Therefore, to ensure the proposed maximum allowed ADT is not exceeded, MM 9-1 is provided to ensure that the University conducts the annual traffic counts and adheres to the requirements outlined in MM 9-1/proposed Condition of Approval. With the proposed Zoning Ordinance Amendment, no land use impact would result. The proposed Project would not conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the Project adopted for the purpose of avoiding or mitigating an environmental effect.

**MM:**

**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:

Daily trip cap = 17.12 trips x existing institutional square  
footage/1,000 square feet

(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.

### **G. Noise (Section 5.10 of the Draft EIR)**

#### **1. Would the project result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project? (EIR Impacts 10.1a and 10.1b)**

**Finding:** Excavation, grading, and other construction activities associated with implementation of the proposed Campus Master Build-Out Plan Update (Phases 1 through 4) have the potential to generate temporary noise levels above the existing ambient noise levels, including at on- and off-campus campus sensitive receptors. Blasting noise has the potential for temporary annoyance to on- and off-campus sensitive receptors. With incorporation of PPPs, PDFs and MMs, impacts would be less than significant. (DEIR, pp. 5.10-27, -30.)

**Facts in Support of Finding:** Construction activities associated with implementation of the proposed Campus Master Build-Out Plan Update (Phases 1 through 4) would have the potential to generate temporary noise levels above the existing ambient noise levels, including at on-campus sensitive receptors, at residences in the Concordia East and Concordia West communities, and along the trail in Mason Regional Park north of the campus. The duration of the construction-noise impact and the level of increased noise would vary based on the stage of construction, equipment being used, and the distance to

the sensitive receptor from the construction activities. The construction activities that generate the loudest noise include demolition and grading, which would last between 1 and 4 months depending on the project component. Typical building construction would last between 4 and 20 months, depending the project component. In compliance with PPP 10-1, demolition, excavation, grading, and other construction activities would be conducted during the hours identified in Section 6-8-205(a) of the City of Irvine Municipal Code, which states that construction activities may occur between 7:00 AM and 7:00 PM Mondays through Fridays and between 9:00 AM and 6:00 PM on Saturdays. In compliance with PPP 10-2, the Construction Traffic Routing Plan requires routing construction traffic away from residential areas using Ridgeline Drive to University Avenue and directly to the I-405 freeway. While the temporary noise increases may be a nuisance, the impact is less than significant with adherence to the requirements outlined in PPPs 10-1 and 10-2, and with implementation of MM 10-1, which requires the preparation and submittal of a construction-related noise mitigation plan.

Due to the presence of bedrock at or near the surface, it is possible that limited, site-specific blasting would be necessary to accommodate construction of proposed structures and facilities. Based on available information, blasting is not expected to be required for the Music, Worship and Theology Building or the CU Center Addition, which would be constructed during Phases 1 and 2. The quantity of blasting required and the various parameters, such as frequency, charge weight, are not known and cannot be quantified until site conditions, including geological and atmospheric data, and project requirements are reviewed by a blasting expert when blasting is required. Therefore, there would be a potentially significant noise impact and mitigation is required. In order to ensure that blasting impacts are minimized, MM 10-2 would be incorporated into the Project. MM 10-2 requires the services of a certified blasting expert to develop and execute a blasting program that would limit blasting noise at any residence and sensitive on-campus building to the limits recommended by the Office of Surface Mining Reclamation and Enforcement. MM 10-2 also requires public outreach. With the implementation of MM 10-2, blasting noise impacts would be less than significant.

#### **PPP and MMs:**

Refer to PPP 10-1 presented previously.

**PPP 10-2** 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.

**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 construction of the project, through the use of such methods as the following:

- Temporary noise attenuation fences.
- Preferential location of equipment.
- Use of current technology and noise suppression equipment.

**MM 10-2** 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:

- 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 conducted during the daylight hours only)
- 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.
- e. Types and amounts of explosives
- 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.

- g. Methods of transportation and handling of explosives
- h. Minimum acceptable weather conditions
- i. Procedures for handling, setting, wiring and firing explosives
- k. Procedures for clearing and controlling access to blast danger
- j. Procedures for handling misfires and other unusual occurrences
- l. 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:
  - 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 blasting or excavation methods that result in the specified levels not being exceeded shall be employed.
  - 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. 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.

**2. Would the project expose persons to or generate excessive groundborne vibration or groundborne noise levels? (EIR Impacts 10.3a and 10.3b)**

**Finding:** Excavation, grading, and other construction activities associated with implementation of proposed Project, including blasting, have the potential to cause vibration, which would be considered a potentially significant impact. Incorporation of MM 10-2 and MM 10-3 would reduce this impact to a less than significant level. (DEIR, pp. 5.10-43, -44.)

**Facts in Support of Finding:** Demolition, grading, and construction of new structures and facilities would occur on campus and would be close to the existing buildings. In order to avoid a potentially significant vibration annoyance impacts during demolition and grading and other construction activities, MM 10-3 would be incorporated into the proposed Project. MM 10-3 requires that equipment to be used within 200 feet of a residence or 100 feet of a non-residential building would not include vibratory rollers, large bulldozers, or similar heavy equipment. Vibratory rollers operated in the static mode would be allowed. Because the annoyance impact threshold is lower than the structural impact threshold, avoidance of a potential annoyance impact would also avoid a potential structural impact. MM 10-3 would reduce potential demolition and grading vibration impacts to a less than significant level.

There would be a potentially significant vibration impact related to structural damage from blasting, and mitigation is required. In order to ensure that blasting-related vibration impacts are minimized and there is no potential for structural damage, MM 10-2 would be incorporated into the Project. MM 10-2 requires the services of a certified blasting expert to develop and execute a blasting program that would limit blasting vibration at any residence and sensitive on-campus building to the limits recommended by the Office of Surface Mining Reclamation and Enforcement. MM 10-2 also requires public outreach. With the implementation of MM 10-2, vibration impacts related to blasting would be less than significant.

**MMs:**

Refer to MM 10-2 presented previously.

**MM 10-3** 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.

“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.”

## **H. Public Services and Recreation (Section 5.12 of the Draft EIR)**

### **1. Would the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment? (EIR Impact 12.3a and 12.3b)**

**Finding:** The proposed Project involves new and relocated athletic facilities. Direct and indirect impacts associated with construction and operation of these facilities would occur. As evaluated through the analysis in the Draft EIR, these impacts would be less than significant with incorporation of PPPs, PDFs and MMs. (DEIR, pp. 5.12-14, -15.)

**Facts in Support of Finding:** The proposed Project would require the relocation of the existing bike trail easement located on campus, would include construction of a Field Restrooms and Locker Building and an adjacent viewing deck, construction of two sand volleyball courts, the construction of a recreation/lap pool and associated pool service/restroom building, and construction of a tennis court deck over the expanded Parking Lot A. Direct and indirect impacts associated with construction and operation of these facilities are evaluated in the respective sections of the Draft EIR. Project-related short-term, construction-related local and regional air quality impacts are addressed in Section 5.2, Air Quality; construction-related noise impacts are addressed in Section 5.10, Noise; and construction-related traffic impacts are addressed in Section 5.13, Transportation and Traffic. Potential impacts resulting from the installation of sports field lighting are addressed in Section 5.1, Aesthetics. No additional impacts would occur with beyond those addressed in the Draft EIR. No direct impacts to Mason Regional Park would occur with implementation of the proposed Project, and potential indirect impacts, including to biological resources, are addressed in Section 5.3, Biological Resources, and Section 5.10, Noise.

As identified through the analysis presented in these sections, impacts resulting from construction and operation of proposed new and modified athletic and recreational facilities would be less than significant with incorporation of identified PPPs and MMs.

#### **PPPs, PDFs and MMs:**

Refer to PPPs, PDFs and MMs identified for Air Quality, Noise, Transportation/Traffic, Aesthetics (lighting), and Biological Resources.

## I. Transportation/Traffic

1. **Would the project conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit? (EIR Impacts 13.1a, 13.1b, 13.1c, 13.1d)**

**Finding:** The proposed Campus Master Build-Out Plan (Phases 1 through 4) would increase the average daily trips (ADT), AM peak hour trips, and PM peak hour trips generated by campus operations, resulting in potentially significant impacts at study area intersections and roadway segments. With incorporation of identified PPPs, PDFs and MMS, the impacts would be less than significant. (DEIR, pp. 5.13-25, -32, -46, -48.)

### **Facts in Support of Finding:**

#### *Existing Plus Project Traffic Analysis*

##### Intersection Analysis

Full implementation of the Campus Master Build-Out Plan Update (Phases 1 through 4), which is the basis for the Existing Plus Project traffic analysis, would result in a net increase of 1,509 ADT, including 115 AM peak hour trips (80 inbound and 35 outbound trips) and 134 PM peak hour trips (45 inbound and 89 outbound trips). The Existing Plus Project LOS analysis (Table B of the Traffic Impact Analysis [TIA] in Appendix J of the Draft EIR) identifies the traffic conditions at study area intersections under this scenario. This analysis assumes implementation of intersection improvements included as part of the proposed Project, including the potential installation of a traffic signal (warranted under existing conditions) and an added shared left/right eastbound lane at the intersection of Ridgeline Drive/Concordia East. However, the intersection improvement at Ridgeline Drive/Concordia East is not a mitigation measure for project impacts. As is reflected in PDF 13-2, prior to the issuance of Certificates of Use and Occupancy for the Music, Worship and Theology building, that the Project Applicant to 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, the security will be released, and the signal at this intersection will not be constructed as part of the Project.

As shown in Table 5.13-9 of the Draft EIR, all study area intersections would operate at a satisfactory level of service (LOS) with the proposed Project, except for the Ridgeline Drive/University Drive (LOS E in the PM peak hour). The recommended improvements at the intersection of Ridgeline Drive/University Drive for future scenarios, which are consistent with the City's approved intersection improvement project (University Drive

and Ridgeline Drive/Rosa Drew Lane Improvement Project), would address the proposed Project's impact under the Existing Plus Project condition. MMs 13-1 and 13-3 ensure that if the required intersection improvements are not approved by the City as currently proposed (with fair share payment by the Project Applicant), the Project Applicant would be responsible for completing the improvements consistent with MMs 13-1 and 13-3. It should be noted that the intersection improvement project has been approved by the City; therefore, the Project Applicant would be responsible for its fair share payment. With incorporation of these MMs, this intersection impact would be less than significant.

#### Roadway Segment Analysis

As shown in Table 5.13-10, study area roadway segments would operate at satisfactory LOS under the Existing Plus Project condition, except for 5 segments. The same roadway segments currently operate at unsatisfactory LOS E or F. The volume to capacity (v/c) ratios would increase by 0.02 or greater at University Drive between the I-405 southbound ramps and Michelson Drive (0.95 to 0.97) and University Drive between Michelson Drive and Ridgeline Drive (1.40 to 1.42) with implementation of the proposed Campus Master Build-Out Plan Update (Phases 1 through 4) under the Existing Plus Project condition. However, based on the peak hour link analysis conducted for the Existing Plus Project traffic analysis, proposed Project impacts on roadway segments would be less than significant and no mitigation is required.

#### *Year 2017 Approved Traffic Analysis*

##### Intersection Analysis

Phases 1 and 2 of the proposed Project (including 48,580 sf of new institutional uses) are anticipated to generate approximately 944 ADT, with 72 AM peak hour trips (50 inbound and 22 outbound trips), and 84 PM peak hour trips (28 inbound and 56 outbound trips). Under the Year 2017 Approved Condition, projected future traffic volumes for 2017 are based on development applications that have been approved by the City.

With the addition of traffic generated by Phases 1 and 2, and incorporation of PDF 13-2, the following four intersections would operate at unsatisfactory LOS (refer to Table D in the TIA included in Appendix J to the Draft EIR):

- Jeffrey Road/Alton Parkway (LOS E in the AM peak hour)
- Michelson Drive/University Drive (LOS E in the PM peak hour)
- Ridgeline Drive/University Drive (LOS F in the PM peak hour)
- Yale Avenue/Michelson Drive (LOS E in the AM peak hour and LOS F in the PM peak hour)

As shown in Table 5.13-11 of the Draft EIR, the changes in the ICU or delay at the intersections of Jeffrey Road/Alton Parkway and Michelson Drive/University Drive would be less than 0.02. Thus, impacts would be less than significant. The intersection of Ridgeline Drive/University Drive is forecast to operate at unsatisfactory LOS F during



the PM peak hour. The deficient PM peak hour ICU at this intersection would increase by 0.010 (1.008 to 1.018). This is not considered a significant Project impact (less than 0.02) but rather a circulation phasing impact (0.01). Based on the City's TIA Guidelines, project mitigation at a Circulation Phasing Analysis Report intersection can include contribution of a fair share toward mitigating the intersection back to acceptable LOS.

The AM and PM peak hour delays at the unsignalized intersections of Yale Avenue/Michelson Drive are already deficient in the Year 2017 No Project condition. A traffic signal is not warranted for Yale Avenue/Michelson Drive. Therefore, a significant impact would not occur at this intersection.

As previously identified, improvements are currently planned and approved by the City for the Ridgeline Drive/University Drive intersection and include a second northbound right-turn lane and a third eastbound through lane, as this intersection was identified as deficient in the 2012 Citywide Circulation Phasing Analysis Report. With the addition of a second northbound right-turn lane and a third eastbound through lane, Ridgeline Drive/University Drive would operate at satisfactory LOS during both peak hours. The proposed Project would be responsible for a fair-share contribution toward the overall intersection improvements to Ridgeline Drive/University Drive (refer to MM 13-1). Impacts at the intersection Ridgeline Drive/University Drive would be less than significant after mitigation.

#### Roadway Segment Analysis

The analysis of ADT volumes and v/c ratios for the 2017 Approved (No Project) condition indicates that 10 roadway segments are forecast to operate at unsatisfactory LOS without implementation of allowed development under Phases 1 and 2. With the addition of Phases 1 and 2 of the proposed Project, the same roadway segments are forecast to continue operating at unsatisfactory LOS E or F. The roadway segment v/c ratios do not increase by 0.02 or greater at these locations. Therefore, no significant Project impacts are created with implementation of Phases 1 and 2 on roadway segments under the 2017 Approved traffic analysis scenario and no mitigation is required

#### ***Year 2017 Pending Traffic Analysis***

##### Intersection Analysis

The analysis of intersection LOS for 2017 Pending conditions considers the LOS in Year 2017 with the addition of traffic from approved projects, as well as those that have been proposed but are currently under review by the City. With the addition of Phases 1 and 2 of the proposed Project, and incorporation of PDF 13-2, the same four intersections identified above for the 2017 Approved condition are forecast to continue operating at unsatisfactory LOS E or F (refer to Table F in the TIA included in Appendix J of the Draft EIR).

As shown in Table 5.13-13 of the Draft EIR, the deficient peak hour ICUs at the intersections of Jeffrey Road/Alton Parkway, Michelson Drive/University Drive, and Ridgeline Drive/University Drive would not increase by 0.01 or greater with the

proposed Project. Thus, impacts would be less than significant and no mitigation is required. Additionally, a traffic signal is not warranted for Yale Avenue/Michelson Drive. Therefore, a significant impact would not occur at this intersection.

### Roadway Segment Analysis

The analysis of ADT volumes and v/c ratios for 2017 Pending (No Project) conditions indicates that ten roadway segments are forecast to operate at unsatisfactory LOS in the No Project condition. With the addition of traffic generated by Phases 1 and 2 of the proposed Project, the same roadway segments are forecast to continue operating at unsatisfactory LOS E or F. With the proposed Project, the roadway segment v/c ratios do not increase by 0.02 or greater at these locations. Therefore, no significant Project impacts are created on roadway segments with implementation of Phases 1 and 2 in the 2017 Pending With Project condition.

### *Year 2035 Approved Traffic Analysis*

#### Intersection Analysis

The Year 2035 traffic model includes projected future traffic volumes for 2035 and the traffic generation of each application for development currently approved by the City. Under Year 2035 conditions, full implementation of the Campus Master Build-Out Plan Update (Phases 1 through 4) is assumed.

The analysis of intersection LOS for the 2035 Approved No Project traffic analysis scenario indicates that six intersections are forecast to operate at unsatisfactory LOS without the proposed Project. With the addition of vehicle trips from implementation of Phases 1 through 4, and incorporation of PDF 13-2, the following intersections are forecast to operate at unsatisfactory LOS E or F (refer to Table H in the TIA included in Appendix J of the Draft EIR):

- Campus Drive/University Drive (LOS E in the PM peak hour)
- Culver Drive/Alton Parkway (LOS E in the PM peak hour)
- Jeffrey Road/Alton Parkway (LOS E in the AM and PM peak hours)
- Michelson Drive/University Drive (LOS F in the PM peak hour)
- Ridgeline Drive/University Drive (LOS E in the AM peak hour and LOS F in the PM peak hour)
- Yale Avenue/Michelson Drive (LOS E in the AM peak hour)

The deficient peak hour ICUs at Campus Drive/University Drive, Culver Drive/Alton Parkway, Jeffrey Road/Alton Parkway, and Michelson Drive/University Drive would not increase by 0.02 or greater. Thus, impacts would be less than significant. The AM peak hour delay at the unsignalized intersections of Yale Avenue/Michelson Drive changes from LOS D to LOS E (acceptable LOS to unacceptable LOS); however, a traffic signal

is not warranted for Yale Avenue/Michelson Drive and the Project's impact is less than significant.

The deficient PM peak hour ICU at Ridgeline Drive/University Drive would increase by 0.02 with implementation of Phases 1 through 4 (1.09 to 1.11) resulting in a significant impact. As such, the proposed Project would be responsible for the addition of a second northbound right-turn lane as mitigation to offset this Project impact. As an alternative mitigation measure, the proposed Project would be required to pay its fair-share contribution for the identified improvements proposed as part of the City approved University Drive and Ridgeline Drive Improvement Project that would be constructed by the City. The alternative mitigation is the preferred mitigation (MM 13-3) since the City Council has approved the intersection improvement project. With incorporation of MM 13-3 this impact would be less than significant.

### Roadway Segment Analysis

The analysis of ADT volumes and v/c ratios for the 2035 Approved No Project traffic analysis scenario indicates that ten roadway segments are forecast to operate at unsatisfactory LOS without the proposed Project. With the addition of traffic generated by Phases 1 through 4, the same roadway segments are forecast to continue operating at unsatisfactory LOS E or F (refer to Table I in the TIA included in Appendix J of the Draft EIR).

With the exception of the segment of University Drive between Michelson Drive and Ridgeline Drive, the roadway segments would experience increases in v/c ratios less than 0.02 and impacts would be less than significant. Because the deficient v/c ratio would increase by 0.02 along University Drive between Michelson Drive and Ridgeline Drive (1.62 to 1.64) with implementation of Phases 1 through 4, a peak hour link analysis was conducted for this roadway segment. University Drive between Michelson Drive and Ridgeline Drive would operate at satisfactory LOS D (0.90) in the eastbound direction during the PM peak hour. With the addition of Phases 1 through 4, this roadway segment would operate at unsatisfactory LOS E (0.91) in the eastbound direction during the PM peak hour, which is considered a significant impact.

The proposed Project would require a third eastbound through lane along University Drive between Ridgeline Drive and Michelson Drive to offset the proposed Project's impact under the 2035 Approved Plus Project traffic analysis scenario. The additional capacity of the third eastbound lane would result in satisfactory LOS A (0.60) along this segment of University Drive in the eastbound direction during the PM peak hour. As identified in MM 13-4, prior to issuance of a building permit for additional institutional square footage in Phases 3 and 4, the Project Applicant shall be responsible for implementing this improvement or demonstrating 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 in a short-term interim-year condition by others, the Project Applicant shall be responsible for a fair-share contribution toward implementation of this improvement (1.01 percent, as further discussed in the TIA included in Appendix J). The proposed Project's impact

along this roadway segment would be less than significant with implementation of MM 13-4.

### ***Year 2035 Pending Traffic Analysis***

#### Intersection Analysis

With the addition of the traffic generation with Phases 1 through 4 of the proposed Project, and incorporation of PDF 13-2, the following six intersections are forecast to continue operating at unsatisfactory LOS E or F (refer to Table J in the TIA included in Appendix J of the Draft EIR):

- Campus Drive/University Drive (LOS E in the PM peak hour)
- Culver Drive/Alton Parkway (LOS E in the PM peak hour)
- Jeffrey Road/Alton Parkway (LOS E in the AM and PM peak hours)
- Michelson Drive/University Drive (LOS F in the PM peak hour)
- Ridgeline Drive/University Drive (LOS E in the AM peak hour and LOS F in the PM peak hour)
- Yale Avenue/Michelson Drive (LOS E in the AM peak hour)

As shown in Table 5.13-17 of the Draft EIR, the deficient peak hour ICUs at Campus Drive/University Drive, Culver Drive/Alton Parkway, Jeffrey Road/Alton Parkway, Michelson Drive/University Drive, and Ridgeline Drive/University Drive would not increase by 0.02 or greater. Thus, impacts would be less than significant. The AM and PM peak hour delays at the unsignalized intersections of Yale Avenue/Michelson Drive are already deficient in the No Project condition. A traffic signal is not warranted for Yale Avenue/Michelson Drive; therefore, a significant impact does not occur at this intersection.

#### Roadway Segment Analysis

With the addition of traffic generated by Phases 1 through 4, the same 10 roadway segments are forecast to continue operating at unsatisfactory LOS E or F (refer to Table K in the TIA included in Appendix J of the Draft EIR). Table 5.13-18 of the Draft EIR shows the change in ADT volumes and v/c ratios under the No Project and Plus Project conditions for these ten roadway segments.

With the exception of the segment of University Drive between Michelson Drive and Ridgeline Drive, the roadway segments would experience increases in v/c ratios less than 0.02 and impacts would be less than significant. Because the deficient v/c ratio would increase by 0.02 at University Drive between Michelson Drive and Ridgeline Drive (1.64 to 1.66) with implementation of Phases 1 through 4, a peak hour link analysis was conducted for this roadway segment. University Drive between Michelson Drive and Ridgeline Drive would operate at satisfactory LOS D (0.90) in the eastbound direction

during the PM peak hour. With the additional traffic generated by Phases 1 through 4, this roadway segment would operate at unsatisfactory LOS E (0.91) in the eastbound direction during the PM peak hour, resulting in a significant impact. With incorporation of MM 13-4, discussed above, this impact would be less than significant.

### ***Post-2035 Approved Traffic Analysis***

#### **Intersection Analysis**

With the addition of the traffic generation with Phases 1 through 4 of the proposed Project, and incorporation of PDF 13-2, the following seven intersections are forecast to operate at unsatisfactory LOS E or F (refer to Table L in the TIA included in Appendix J of the Draft EIR):

- Campus Drive/University Drive (LOS E in the AM peak hour and LOS F in the PM peak hour)
- Culver Drive/Alton Parkway (LOS E in the PM peak hour)
- Jeffrey Road/Alton Parkway (LOS F in the AM peak hour and LOS E in the PM peak hour)
- Michelson Drive/University Drive (LOS F in the PM peak hour)
- Ridgeline Drive/University Drive (LOS E in the AM peak hour and LOS F in the PM peak hour)
- Yale Avenue/University Drive (LOS E in the AM peak hour)
- Yale Avenue/Michelson Drive (LOS E in the AM peak hour)

The deficient peak hour ICUs at Campus Drive/University Drive, Culver Drive/Alton Parkway, Jeffrey Road/Alton Parkway, Michelson Drive/University Drive, and Yale Avenue/University Drive would not increase by 0.02 or greater. Thus, impacts would be less than significant. The peak hour delays at the unsignalized intersections of Yale Avenue/Michelson Drive are already deficient under the No Project condition, and a traffic signal is not warranted at this intersection. Therefore, the Project's impact would be less than significant.

The deficient PM peak hour ICU at Ridgeline Drive/University Drive would increase by 0.02 (1.08 to 1.10) resulting in a significant impact. As such, the Project Applicant would be responsible for the addition of a second northbound right-turn lane as mitigation or fair share payment to offset this Project impact (refer to MM 13-3). With incorporation of MM 13-3, the impact would be less than significant.

#### **Roadway Segment Analysis**

With the exception of the roadway segment along University Drive between Michelson Drive and Ridgeline Drive, the deficient v/c ratio for these roadway segments would not increase by 0.02 and the Project impact would be less than significant. The deficient v/c ratio would increase by 0.02 along University Drive between Michelson Drive and Ridgeline Drive (1.60 to 1.62). However, a peak hour link analysis shows that this

roadway segment would operate at satisfactory LOS (with v/c ratios below 0.90) in both directions during both peak hours. Therefore, no significant Project impacts are created on roadway segments with implementation of Phases 1 through 4 under the Post-2035 Approved With Project traffic analysis scenario and no mitigation is required.

### ***Post-2035 Pending Traffic Analysis***

#### **Intersection Analysis**

With the addition of the traffic generation with Phases 1 through 4 of the proposed Project, and incorporation of PDF 13-2, the following eight intersections are forecast to operate at unsatisfactory LOS E or F (refer to Table N in the TIA included in Appendix J of the Draft EIR):

- California Avenue/University Drive (LOS E in the AM peak hour)
- Campus Drive/University Drive (LOS F in the AM and PM peak hours)
- Culver Drive/Alton Parkway (LOS E in the PM peak hour)
- Jeffrey Road/Alton Parkway (LOS F in the AM peak hour and LOS E in the PM peak hour)
- Michelson Drive/University Drive (LOS F in the PM peak hour)
- Ridgeline Drive/University Drive (LOS E in the AM peak hour and LOS F in the PM peak hour)
- Yale Avenue/University Drive (LOS E in the AM peak hour)
- Yale Avenue/Michelson Drive (LOS E in the AM peak hour)

The deficient peak hour ICUs at California Avenue/University Drive, Campus Drive/University Drive, Culver Drive/Alton Parkway, Jeffrey Road/Alton Parkway, Michelson Drive/University Drive, and Yale Avenue/University Drive would not increase by 0.02 or greater. Thus, impacts would be less than significant. The peak hour delays at the unsignalized intersections of Yale Avenue/Michelson Drive are already deficient under the No Project condition, and a traffic signal is not warranted at this intersection. Therefore, the Project's impact would be less than significant.

The deficient PM peak hour ICU at Ridgeline Drive/University Drive would increase by 0.03 (1.07 to 1.10) resulting in a significant impact. As such, the Project Applicant would be responsible for the addition of a second northbound right-turn lane as mitigation or fair share payment to offset this Project impact (refer to MM 13-3). With incorporation of MM 13-3, the impact would be less than significant.

#### **Roadway Segment Analysis**

With the exception of the roadway segment along University Drive between Michelson Drive and Ridgeline Drive, the deficient v/c ratio for these roadway segments would not increase by 0.02, and the Project impact would be less than significant. The deficient v/c ratio would increase by 0.02 at University Drive between Michelson Drive and Ridgeline

Drive (1.61 to 1.63). However, a peak hour link analysis shows that this roadway segment would operate at satisfactory LOS (with v/c ratios below 0.90) in both directions during both peak hours. Therefore, no significant Project impacts are created on roadway segments with implementation of Phases 1 through 4 under the Post-2035 Pending Plus Project traffic analysis scenario and no mitigation is required.

### ***Construction-Related Traffic***

The proposed Project (Phases 1 through 4) would generate temporary trips associated with construction activities. Construction-related traffic would primarily be associated with delivery of building materials and construction equipment; export of soil and import of sand; removal of demolition and construction debris; and construction workers commuting to and from the campus. As identified in PPP 13-3, which reflects the requirements outlined in SDR 9 in Section 9-21-7.B of the Zoning Ordinance, a traffic routing plan would be developed and would route traffic away from residential areas. Specifically, construction traffic would enter/exit the campus using the Concordia East roadway, Ridgeline Drive, and University Drive to I-405. Further, MM 13-5 requires that a Traffic Control Plan be prepared and submitted to the City. The Traffic Control Plan would provide for temporary traffic control during construction activities for the proposed Project. Construction work within any public rights-of-way would also require an encroachment permit from the City or the County of Orange (OC Parks), as applicable, to ensure that obstruction of City streets during construction activities is minimized and that public facilities are returned to their original conditions unless otherwise improved. Compliance with these requirements would reduce temporary construction-related traffic impacts to a less than significant level.

### ***Special Event Traffic***

The proposed Campus Master Build-Out Plan Update includes certain components that have the potential to increase weekend/special event traffic on campus. These proposed Project components include, but are not limited to, the CU Center addition that would increase the overall existing seating capacity from approximately 555 seats to approximately 800 seats (Phase 2); the provision of bleachers with seating for approximately 300 people on the proposed viewing deck at the soccer/track field (Phase 2); and the inclusion of a theatre (approximately 400 seats) for use by theatre students in the proposed Arts, Alumni, and Advancement Building (Phase 4). (See FEIR, Topical Response 2: On-Campus Events.)

Special events have the potential to attract a larger number of attendees and associated vehicle trips to the campus in concentrated time periods. The two gated intersections (Ridgeline Drive/Concordia East roadway and Turtle Rock Drive/Concordia West roadway) operate at LOS D or better during the peak Saturday inbound and outbound periods which meets the City's LOS standards. One reason for this is that traffic on Ridgeline Drive and Turtle Rock Drive is relatively low on Saturdays during peak times to allow vehicles to enter and exit the campus. With implementation of the proposed Project, the internal intersections are anticipated to continue operating at satisfactory LOS

during all other days and times, when special events and other campus activities are spread more evenly throughout the day.

The proposed Project includes internal circulation improvements on campus to improve the operation and safety along the Concordia East/West roadway during typical weekday operations, weekends, and special events. These improvements outlined in PDF 13-1, would ease traffic and congestion during typical weekday operations, as well as weekend and special event operations.

Several conditions of approval have been incorporated into the project approval that further ensure any (already mitigated) impacts associated with special events are even further reduced. This includes conditions requiring reporting of both non-university events (submit to a total cap/limit on non-university events) and special events reporting. (See FEIR, pp. 2-13 and 2-14.)

The proposed Project would not result in a significant impact related to inbound and outbound queuing at the campus entrance/exit. Queuing issues are addressed through management of the gate operation and through continued implementation of the University's Traffic and Parking Management Plan or TPMP (refer to PDF 13-1). Strategies identified in the University's TPMP that are implemented by the University on an ongoing basis, including at special events, would continue to be implemented to ensure that special events and other events on campus do not adversely impact on-campus traffic operations or result in substantial queuing during these events (refer to PDF 13-3).

### **PPPs, PDFs and MMs:**

#### *Phase 1*

**PDF 13-1** 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:

- **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.
  - Add a stop-controlled intersection at Ascension/Concordia East with uncontrolled flow for inbound traffic, and a dedicated westbound left turn lane.
  - 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.
- **Concordia West Roadway**
  - Modify the Parking Lot A entry/exit to accommodate the expanded parking lot.

**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.

**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.

***Phases 3 and 4***

**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).

**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).

***Phases 1 through 4***

**PPP 13-3** 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.

**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.

**MM 13-5** 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.

**2. Would the project substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? (EIR Impact 13.3)**

**Finding:** The City has developed Transportation Design Procedures (TDPs) to assist with the design and review of transportation-related features of development projects in the City of Irvine. The TDP guidelines were used to evaluate the roadway design features that may be impacted by the proposed Project, including at the intersection of Turtle Rock Drive with the Concordia West roadway and the intersection of Ridgeline Drive with the Concordia East roadway, the two entrances to the campus. With incorporation of identified PDFs and MMs, potential impacts would be less than significant. (DEIR, p. 5.13-56.)

**Facts in Support of Finding:** Applicable design criteria for the proposed Project analysis include TDP-1 (Turn-Lane Pocket Lengths), TDP-3 (Left-Turn In/Out Access), TDP-4 (Right-Turn Lanes at Uncontrolled Driveways), TDP-9 (Distance between Signalized Intersections), TDP-10 (Distance between Driveways and Intersections), TDP-12 (Signal Warrants), TDP-13 (Left-Turn Signal Phasing), TDP-14 (Driveway Lengths), and TDP-15 (Gate Stacking Analysis). The evaluation of the Project access based on the City's TDP criteria is provided for the Existing Plus Project traffic analysis scenario.

**TDP-1.** Based on the TDP analysis provided in the Draft EIR, turn-lane pockets at the intersections of Ridgeline Drive/University Drive (westbound left-turn) and Turtle Rock Drive/Concordia West (southbound left-turn) do not meet the TDP-1 criteria. Incorporation of MM 13-1 (payment of fair-share contribution for City-proposed improvements at the intersection of Ridgeline Drive/University Drive or extension of the westbound left-turn lane), and MM 13-2 (extension of the southbound left-turn lane at the Turtle Rock Drive/Concordia West roadway intersection), would reduce this impact to a less than significant level.

**TDP-3.** Left-in access is acceptable at Ridgeline Drive/Concordia East roadway; however, left-out access would not meet the City's TDP-3 criteria. With installation of a traffic signal at this intersection (refer to PDF 13-2), the TDP-3 criteria for left-turn in/out access at Ridgeline Drive/Concordia East roadway would be met. Left-in/left-out access is acceptable at Turtle Rock Drive/Concordia West roadway per TDP-3.

**TDP-4.** Under Existing and Existing Plus Project conditions, a southbound right-turn lane would be required at the unsignalized intersection of Ridgeline Drive/Concordia East roadway based on the TDP-4 criteria. However, with installation of a traffic signal as part of the proposed Project (refer to PDF 13-2), Ridgeline Drive/Concordia East intersection would operate at satisfactory LOS with its current geometrics (i.e., shared southbound through/right-turn lane). Therefore, a southbound right-turn lane is neither

required nor recommended for Ridgeline Drive/Concordia East roadway. TDP-4 identifies that right-turn lanes are not required on Commuter Streets (i.e., Turtle Rock Drive). As such, a northbound right-turn lane is not required at Turtle Rock Drive/Concordia West roadway.

**TDP-9.** TDP-9 states that the recommended minimum spacing required for Secondary Streets (i.e., Ridgeline Drive) is 400 feet, as long as there are no road restrictions or extenuating circumstances (i.e., insufficient left-turn storage), which may dictate that the recommended minimum spacing cannot be met. The spacing between the signalized intersection of Ridgeline Drive/University Drive and the unsignalized intersection of Ridgeline Drive/Concordia East roadway is approximately 500 feet. As such, with the installation of a traffic signal at Ridgeline Drive/Concordia East roadway (PDF 13-2), the TDP-9 criteria for distance between signalized intersections would be satisfied.

**TDP-10.** The TDP-10 criteria for distance between driveways and intersections is met for the Project driveways (Concordia East and Concordia West roadways) and adjacent driveways along Ridgeline Drive and Turtle Rock Drive. No mitigation is required.

**TDP-12.** TDP-12 provides guidance to determine whether installation of a traffic signal is justified at a particular location. TDP-12 has been evaluated based on the LOS analysis for deficient unsignalized intersections (Ridgeline Drive/Concordia East, Yale Avenue/Michelson Drive, and Turtle Rock Drive/Concordia West).

The peak hour signal warrant analysis indicates a signal is warranted at the intersection of Ridgeline Drive/Concordia East without the Project, for existing, approved and pending conditions. The Project Applicant has agreed that prior to the issuance of Certificates of Use and Occupancy for the Music, Worship and Theology building, that 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 at the intersection of Ridgeline Drive/Concordia East roadway (refer to PDF 13-2). 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. With installation of a traffic signal at the intersection of Ridgeline Drive/Concordia East roadway, no further intersection improvements are required under any of the traffic analysis scenarios (for Phases 1 and 2 or for implementation of the proposed Campus Master Build-Out Plan Update in its entirety). This conclusion is supported by this TDP analysis. However, based on input during the scoping process, a potential intersection improvement that would further improve the operations at this intersection was conceptually designed and is presented in Exhibit 3-8b, in Section 3.0, Project Description, of the Draft EIR. This conceptual intersection improvement would involve the addition of an added shared left/right eastbound lane that would improve the operation of the intersection by providing a second outbound lane for residential and University traffic at the new signal. The additional intersection improvement is included as part of the proposed Project (refer to PDF 13-2).

Based on the signal warrant analysis, a signal is not warranted at Yale Avenue/Michelson Drive for the 2017, 2035, or Post-2035 horizon years, with or without the proposed Project, for Approved and Pending conditions.

A signal is warranted for the AM peak hour at the intersection of Turtle Rock Drive/Concordia West under Existing and Existing Plus Project conditions. However, this intersection is forecast to operate at satisfactory LOS under the Existing, 2017, 2035, and Post-2035 traffic analysis scenarios, with and without the proposed Project, for Approved and Pending conditions. Therefore, a traffic signal is neither required nor recommended.

**TDP-13.** Because the opposing southbound volume of fewer than 800 peak hour vehicles is below the threshold of 1,000 peak hour vehicles, left-turn signal phasing is not required per TDP-13 at the intersection of Ridgeline Drive/Concordia East.

**TDP-14.** Existing driveways at Ridgeline Drive/Concordia East and Turtle Rock Drive/Concordia West would meet TDP-14 criteria for driveway lengths with implementation of the proposed Project.

**TDP-15.** TDP-15 is met at the gated entry along the Concordia East and Concordia West roadways for all students, residents, and visitors with implementation of the proposed Project.

**PDFs and MMs:**

Refer to PDF 13-2 and MM 13-1 presented previously.

**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.

**3. Would the project result in inadequate emergency access? (EIR Impacts 13.4a and 13.4b)**

**Finding:** Access to the campus, including emergency access, is provided via two gated entries at the intersections of Ridgeline Drive/Concordia East roadway and Turtle Rock Drive/Concordia West roadway. The public bicycle/pedestrian pathway that extends through campus connecting the Concordia West roadway to Dorm Road also serves as a fire access lane. There is also a fire access that connects the southern end of Dorm Road on campus with the Blessing roadway cul-de-sac in the Concordia East residential community. With incorporation of identified PPPs, PDFs and MMs, the impact would be less than significant. (DEIR, p. 5.13-57, -58; see also FEIR Topical Response 5.)

**Facts in Support of Finding:** Access to the campus, including emergency access, is provided via two gated entries at the intersections of Ridgeline Drive/Concordia East

roadway and Turtle Rock Drive/Concordia West roadway. The primary route of travel within the campus is the Concordia East/West roadway, a two-lane private roadway that is owned by the University, and that residents and guests of the Concordia East and Concordia West communities use, subject to the provisions of executed agreements between the University and the respective Community Associations (further discussed in Section 5.9, Land Use and Planning, of the Draft EIR). Evacuation routes at the east gate and west gate have at least two different directions of travel from these campus entrances. Additionally, the network of internal roads and pathways on campus, which provide access to various campus facilities, offer additional evacuation routes within a relative short distance from the project entries. Notably, the public bicycle/pedestrian pathway that extends through campus connecting the Concordia West roadway to Dorm Road serves as an emergency access and meets OCFA's weight requirements for emergency access roads (refer to the OCFA-approved Fire Master Plan included in Attachment A to the Final EIR). Existing manual gates at the east and west sides of this pathway would continue to be used, and the sub-keyed Knox padlock would continue to be accessible.

### ***Construction-Related Traffic***

Construction activities associated with implementation of the proposed Project along on- and off-campus roadways may result in temporary closure of traffic lanes or roadway segments along roadways internal to the campus and along University Drive, Ridgeline Drive, and Turtle Rock Drive and could impair emergency access, resulting in a potentially significant impact. However, with implementation of PPP 13-3 and MM 13-5, this impact would be less than significant. PPP 13-3 requires construction trucks to follow the truck routes previously established and included in SDR 9 in Section 9-21.7B of the Zoning Ordinance: Ridgeline Drive, to University Avenue, and directly to I-405. MM 13-5 requires the preparation of a Traffic Control Plan that addresses access during construction, including emergency access.

There are no cumulative development projects identified in proximity to the campus that would result in cumulative impacts related to construction traffic. However, the City's approved University Drive/Ridgeline Drive Improvement Project could be under construction at the same time as certain components of Phases 1 and 2. The potential construction-related traffic impacts resulting from the proposed Project would be less than significant with implementation of MM 13-5, which requires the preparation of a Traffic Control Plan. The requirement for a Traffic Control Plan during construction is a standard requirement for construction projects in the City and would also be required of the intersection improvement project. The proposed Project would not result in a cumulatively considerable contribution to a significant cumulative construction-related traffic impact.

### ***Operation-Related Traffic***

With respect to emergency access during operation, campus entries at Ridgeline Drive/Concordia East roadway and Turtle Rock Drive/Concordia West roadway would continue to provide vehicular access to the campus, along with the Concordia East/West roadway, and the network of internal roadways to the campus. On-campus roadway

improvements along Concordia East/West roadways would be implemented as part of the proposed Project, as described in PDF 13-1, and provisions for the potential installation of a traffic signal at the intersection of Ridgeline Drive/Concordia East roadway would be in place through an agreement between the City and the Project Applicant (PDF 13-2). The signal improvement would include installation of an optical emergency vehicle preemption device. Access along the bike path would be maintained at all times during construction and operation. These project design features would improve emergency access on campus by improving all transportation access and service, maintaining multiple access alternatives, even during construction, and allowing faster and more efficient responses from emergency vehicles. Additionally, prior to the issuance of the first building permit, the Project Applicant is required to prepare an Emergency Access Plan (refer to PPP 13-1). Compliance with this plan would be verified by Irvine Police Department and Orange County Fire Authority (OCFA; refer to PPP 13-2). Project impacts on emergency access during operation would be less than significant. Implementation of the proposed Project would not result in inadequate emergency access during operation.

Although not required at this stage of project entitlement, a Conceptual Fire Master Plan has been prepared for the Campus Master Build-Out Plan Update, which also addresses emergency access. It was submitted to OCFA for review and was approved on January 6, 2017. In addition to the emergency access identified above, as part of the Conceptual Fire Master Plan, it has also been determined that the existing vehicular gate at Blessing will be unlocked at all times, and “Fire Lane No Parking” signs and “Emergency Evacuation” signs will be provided on each side of the gate

The proposed Campus Master Build-Out Plan would result in less than significant impacts related to emergency access with implementation of the PPPs 13-1 through 13-3, PDF 13-1, PDF 13-2, and MM 13-5. There are no cumulative projects in the vicinity of the proposed Project that would result in cumulative impacts related emergency access. The use of the Concordia East/West roadway by the University and the adjacent communities is an existing condition described in the Draft EIR. The potential increase in traffic that would be generated by the implementation of the proposed Project has been taken into consideration, and there are not cumulative projects identified for the Concordia East or West communities that would increase traffic or otherwise alter traffic conditions causing cumulative impacts. Further, as discussed in Section 5.7, Hazards and Hazardous Materials, of the Draft EIR, construction of new or replacement buildings in a designated fire hazard area may increase the potential for exposure of people and property to wildland fires. Although the proposed Project would be introducing additional people into a part of a designated fire hazard area, as would other cumulative projects, all new projects, including the proposed Project, must comply with applicable fire safety and fuel modification requirements (i.e., adequate access, fire hydrants, fire flows, fuel modification). With implementation of the approved Conceptual Fuel Modification Plan and Fire Protection Plan, Conceptual Fire Master Plan, and University Evacuation Plan, fire hazard impacts resulting from the proposed Project would be less than significant. Therefore, the proposed Project would not result in a cumulatively considerable contribution to a significant cumulative impact related to fire hazards/protection, emergency access or evacuation.

Further, in addition to the City of Irvine, the University has coordinated with the appropriate agencies responsible for addressing emergency access, emergency evacuation and fire protection on campus (i.e., OCFA and the Irvine Police Department). The Campus Master Build-Out Plan Update and associated Conceptual Fuel Modification Plan and Fire Protection Plan; Conceptual Fire Master Plan (including emergency access), and University Evacuation Plan included in Attachment A to the Final EIR provide the information necessary to ensure the safety of the campus population, and do not jeopardize the safety of the adjacent residential communities. Further, consistent with standard requirements of the City and OCFA, future development of campus will be subject to subsequent review at the appropriate stages of the construction process. After the incorporation of mitigation, impacts would be less than significant.

**PPPs, PDFs and MMs:**

Refer to PPP 13-3, PDF 13-1, PDF 13-2, and MM 13-5 presented previously.

**PPP 13-1** 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).

**PPP 13-2** 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).

**4. Would the project conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities? (EIR Impact 13.5)**

**Finding:** Increased use of pedestrian and bicycle facilities would occur with implementation of the proposed Project (Phases 1 through 4); however, with incorporation of PDF 13-2 and 13-4, the impacts would be less than significant. Increased use of transit services could potentially occur with the proposed Project, but impacts would be less than significant. There would be no conflict with goals and policies related to non-vehicular transportation. (DEIR, p. 5.13-59.)

**Facts in Support of Finding:** There are sidewalks, pathways, and bikeways on campus that connect to sidewalks, bikeways, trails, and bus stops in the surrounding area. As with existing conditions, students, residents, and visitors would be able to walk or bicycle to locations on campus and adjacent uses at all times. The existing public pedestrian/bicycle trail that traverses the campus and connects the Turtle Rock Vistas development to the



east and Ridgeline Drive to the west would remain open and would continue to be maintained during development and construction of the proposed Project (refer to PDF 13-4). Additionally, with installation of the signal at the intersection of Ridgeline Drive/Concordia East, a crosswalk would be added across Ridgeline Drive at the south leg of the intersection, which would improve non-vehicular and pedestrian circulation in this area. Although increased use of pedestrian and bicycle facilities could occur with the proposed Project and associated increase in the on campus population, impacts would be less than significant.

Transit facilities are currently located approximately one mile from the campus at the intersections of Michelson Drive/University Drive and Culver Drive/Campus Drive. Transit services are accessible to and from the campus via sidewalks along the Concordia East roadway, the Concordia West roadway, Ridgeline Drive, Turtle Rock Drive, University Drive, Campus Drive, Culver Drive, and Michelson Drive. Increased use of transit services could occur with implementation of the proposed Project; however, based on the distance to these facilities, and the relatively small increase in the estimated daily on campus population associated with the proposed Project (approximately 363 individuals), impacts would be less than significant. Further, the proposed Project does not conflict with these applicable goals and policies from the City's General Plan related to non-vehicular modes of transportation, as evaluated in Table 5.9-2 of the Draft EIR.

There would be no conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, and the proposed Project would not otherwise decrease the performance or safety of such facilities. Impacts on alternative transportation systems would be less than significant.

**PDFs:**

Refer to PDF 13-2 presented previously.

**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.

**J. Utilities and Service Systems (Section 5.14 of the Draft EIR)**

**1. Would the proposed Project require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? (EIR Impacts 14.1a and 14.1b)**

**Finding:** Implementation of the proposed Campus Master Build-Out Plan (Phases 1 through 4) would result in an increase in water consumption and wastewater generation on campus. The installation of infrastructure necessary to serve the project would occur within the impact area analyzed in the Draft EIR. With the incorporation of PPPs, PDFs and MMs, impacts would be less than significant. (DEIR, pp. 5.14-8, -10.)

**Facts in Support of Finding:** It is estimated that the net increase in potable water demand and wastewater generation for Phases 1 and 2 would be approximately 2,000 gallons per day (gpd), and approximately 10,597 gpd (7,400 gpd for the residence hall and 3,197 gpd for the institutional uses) for the Campus Master Build-Out Plan Update (Phases 1 through 4). The existing IRWD water system, including the pipelines along the Concordia East/West roadways, have adequate pressure and capacity to serve the proposed uses for Phases 1 through 4.

The recycled water use with implementation of the Campus Master Build-Out Plan Update (Phases 1 through 4) is assumed to be reduced compared to existing conditions because there would be an overall reduction in undeveloped/landscaped area on campus. Additionally, proposed landscaped areas would include native and/or drought-tolerant plants.

With respect to sewer lines, the increase in flow from Phase 1 and Phase 2 would not contribute significantly to peak flows in the tributary IRWD pipelines. Given the small increase in sewer flow and land use generating off-peak flows relative to the tributary pipelines, the collection system would have adequate capacity to accommodate the increase in wastewater generated by Phase 1 and 2 uses and would not require new or expanded IRWD sewer lines.

For Phases 3 and 4, the current state of the tributary sewer system would need to be evaluated based on IRWD sewer facilities and tributary flow rates in place at the time proposed uses, and notably the residence hall is developed (refer to MM 14-1). With proposed IRWD capital improvements in place, the off-site collection system would have adequate capacity to accommodate the increase in wastewater generated by Phase 1 through 4 uses and would not require new or expanded IRWD sewer lines.

Implementation of the proposed Project would also involve removal, upsizing, and/or rerouting of existing water (potable and reclaimed) and sewer lines and installation of new lines on campus to serve proposed uses; these lines are owned and maintained by the University. The construction of the proposed utility lines has the potential for impacts such as construction-related dust, noise, and traffic. Since utility installations are within the limits of the campus, the potential impacts associated with the construction of utility

lines are accounted for in other sections of the Draft EIR (Sections 5.1 through 5.13). The construction-related impacts from utility installations would be less than significant. Additionally, any applicable PDFs, PPPs, and MMs for construction identified would address potential significant impacts associated with construction of utilities (in particular see Sections 5.2, Air Quality; 5.10, Noise; and 5.13, Transportation/Traffic, of the Draft EIR). Therefore, through consistent implementation of a variety of measures related to construction impacts, no additional impacts related to construction and operation of utility systems would occur. Impacts would be less than significant.

As identified above, no new or expanded water (potable and reclaimed) and wastewater backbone infrastructure provided by IRWD is required to serve the proposed project (Phases 1 through 4), beyond that already planned by IRWD. The long-range planning efforts of IRWD take into account current and proposed projects to eliminate the potential for cumulative impacts. The development proposed by the Campus Master Build-Out Plan Update is consistent with the development anticipated in the City's General Plan and used in IRWD's planning (321,320 sf of institutional use and residential component of 330 units [1,320 beds]). Additionally, on-campus infrastructure improvements would be limited to that necessary to serve the proposed development on campus. Therefore, the proposed project's demand for water, wastewater collection, and treatment services would be less than significant and would not be cumulatively considerable.

**MMs:**

***Phases 3 and 4***

**MM 14-1** 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.

**VIII. FINDINGS REGARDING CUMULATIVE IMPACTS**

**A. Aesthetics**

Based on the cumulative project's list in Table 5-1 of the Draft EIR, there are no cumulative projects that would be in the same viewshed as the proposed project. Cumulative conversion of undeveloped land to urban uses resulting from implementation of the proposed project and other approved and planned projects in the City would occur within the provisions of the Conservation and Open Space Phased Dedications Districts program. In so doing, the growth anticipated in the General Plan will occur in areas that the City has determined to be suitable for development, including the campus in PA 21.

The proposed project, along with other future development in the City, would involve the installation of exterior lighting for safety and security in compliance with the City requirements and consequently could result in the creation of new sources of substantial light or glare. As

with existing development, light and glare impacts from the proposed project and future development in the area would be reduced through adherence to applicable lighting and design standards. However, there are no cumulative development projects identified in the vicinity of the campus. Implementation of the PPPs, PDFs, and MMs identified in Section 5.1 of the Draft EIR would result in less than significant construction-related and operational light and glare impacts.

Therefore the proposed project would not result in a cumulatively considerable aesthetic impact. (DEIR, pp. 5.1-36, -37.)

## **B. Agriculture and Forestry Resources**

No portion of the project site is located on land designated as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance according to the California Department of Conservation. No portion of the project site or adjacent areas is zoned for agricultural use or currently under Williamson Act contract. The site is not designated or zoned for forestland, timberland, or timberland zoned Timberland Production. There are no forestlands on the project site or in the surrounding area. The proposed Project would not result in the conversion of farmland to nonagricultural use or conversion of forestland to non-forest use. Because these resources are not present, no direct impact would occur. For the same reason, no cumulatively impact would occur as well.

## **C. Air Quality**

There are no cumulative developments identified in the vicinity of the campus (refer to Table 5-1 in Section 5.0 of the Draft EIR) and, with implementation of the identified PPPs, the proposed project would not exceed the established thresholds for project impacts. Therefore, the cumulative air quality impacts from the proposed Project would be less than significant and no additional mitigation is required.

Specifically, with incorporation of PPPs 2-1 and 2-2 to reduce project construction-related impacts to a less than significant level, no additional mitigation would be required. Further, there are no development projects in the vicinity of the campus that would be under construction concurrently with the proposed Project. With respect to local concentrations of CO, the analysis described above is also a cumulative analysis because it considers traffic from existing and all future sources as well as traffic from the project. The impact would be less than significant. The project's contribution to both regional and local TAC concentrations would be negligible. With incorporation of PPP 2-3, the proposed Project would not result in a significant impact related to TAC concentrations, and would not have a cumulatively considerable contribution to a significant cumulative impact for air quality. (DEIR, p. 5.2-34.)

## **D. Biological Resources**

The City of Irvine is a participant in the NCCP/HCP and the IA, and the proposed Project would be implemented in compliance with all applicable NCCP/HCP and associated IA requirements. In addition, the campus is designated "development areas" under the NCCP/HCP. As such, any impacts to Covered Habitats, Identified Species, and wildlife connections for such species are fully mitigated by participation in the NCCP/HCP. As a result, with mitigation, the

proposed Project would not result in a cumulatively considerable contribution to a significant cumulative impact related to biological resources.

The geographic scope for biological resources includes the County of Orange Central-Coastal NCCP/HCP Planning Area. The primary cumulative impact on biological resources is the fragmentation of ecosystems resulting from the incremental loss of native habitats. The result will be that connectivity between patches of habitat and the wildlife populations they support will be lost. The proposed Project is within the area designated for development under the NCCP/HCP and is consistent with the provisions of the NCCP/HCP. The implementation of the NCCP, dedication of lands, and endowment by the participating landowners mitigate impacts of proposed and future development on covered habitats and identified species.

The City of Irvine is a participant in the NCCP/HCP and the IA, and the proposed Project would be implemented in compliance with all applicable NCCP/HCP and associated IA requirements. In addition, the campus is designated “development areas” under the NCCP/HCP. As such, any impacts to Covered Habitats, Identified Species, and wildlife connections for such species are fully mitigated by participation in the NCCP/HCP.

With incorporation of the identified PDFs, PPPs and MMs, the proposed Project would not result in a cumulatively considerable contribution to a significant cumulative impact related to biological resources. (DEIR, p. 5.3-47.)

#### **E. Cultural Resources and Tribal Cultural Resources**

The proposed Project, in conjunction with the effects of past projects, other current projects, and probable future projects, may result in an increase in the local population that could lead to accelerated degradation of previously unknown archaeological resource sites and paleontological resources. With incorporation of PPPs and MMs, potential cumulative impacts would be less than significant.

Direct impacts to on-site cultural resources are site specific. Neither the proposed project nor other cumulative developments are expected to result in significant impacts to cultural or paleontological resources provided site-specific surveys, cultural resources monitoring, and test and evaluation excavations are conducted. As such, the proposed project would not result in a cumulatively considerable contribution to a significant cumulative impact to archaeological or paleontological resources. (DEIR, p. 5.4-12.)

#### **F. Geology and Soils**

Geology and soil impacts are generally site specific and there is typically little, if any, cumulative relationship between the development of the proposed project and development within a larger cumulative area, such as city-wide development.

As with the proposed Project, future development would also be required to have site-specific geotechnical investigations prepared to identify the geologic and seismic characteristics on a site and to provide recommendations for engineering design and construction to ensure the structural integrity of proposed development; these recommendations would be incorporated into project design (refer to PPPs 5-1 through 5-7). Therefore, the proposed Project would not result

in a cumulatively considerable contribution to a significant cumulative impact related to geology and soils. Impacts would be less than significant and mitigation is not required. (DEIR, p. 5.5-17.)

### **G. Greenhouse Gas Emissions**

Greenhouse gas emissions impacts are inherently cumulative. The proposed Project would generate an increase of GHG emissions; however, the net increase would not exceed the thresholds of significance. The proposed Project would also not conflict with applicable plans, policies, or regulations for the purpose of reducing the emissions of GHGs. Because project impacts are less than significant, there will also be no cumulatively considerable impacts associated with greenhouse gas emissions. (DEIR, p. 5.6-18.)

### **H. Hazards and Hazardous Materials**

The proposed Project would not result in a cumulatively considerable contribution to a significant cumulative impact related to hazardous materials or fire hazards. The nearest cumulative project is approximately 1.5 miles from the campus and the remaining cumulative projects are over 2.0 miles from the campus. Therefore, while the proposed project would have the potential to release hazardous materials during construction, this impact is less than significant with implementation of identified PPP 7-1 and MMs 7-1 and 7-2, and would not result in cumulative impacts associated with construction activities.

Although each cumulative project has potentially unique hazardous materials considerations, it is expected that these uses would also comply with the range of federal, State, and local statutes and regulations applicable to hazardous materials, and would be subject to existing and future enforcement by the appropriate regulatory agencies. For these reasons, the proposed Project would not result in a cumulatively considerable contribution to a significant cumulative impact related to hazardous materials.

Construction of new or replacement buildings in a designated VHFHSZ areas may increase the potential for exposure of people and property to wildland fires. With implementation of the approved Conceptual Fuel Modification Plan (PDF 7-1) for the proposed Project, which includes measures to address requirements for proposed structure and existing non-confirming areas, fire hazard impacts resulting from the proposed Project would be less than significant. Therefore, the proposed Project would not result in a cumulatively considerable contribution to a significant cumulative impact related to fire hazards. (DEIR, p. 5.7-18.)

### **I. Hydrology and Water Quality**

The proposed project and other new development anticipated in the General Plan would result in changes to on-site land uses, primarily the conversion of undeveloped vacant land to urban uses. Such land conversion would result in increased impervious surfaces and would increase the amount and velocity of surface runoff.

The provision of drainage system improvements as a component of each individual project that are sized to accommodate anticipated increase in storm water flow, including the proposed Project, would ensure that project-specific impacts would be less than significant. With

on-site storm water detention systems (refer to PDF 8-1), the drainage from the proposed Campus Master Build-Out Plan Update (Phases 1 through 4) would not exceed existing conditions.

Any future urban development occurring in the San Diego Creek Watershed, including the proposed Project, must prepare a WQMP and also comply with these requirements (refer to PPP 8-2). Therefore, cumulative impacts on surface water quality of receiving waters from the proposed Project and future urban development in the San Diego Creek Watershed are addressed through compliance with the MS4 Permit requirements; Construction General Permit requirements (refer to PPP 8-1); and TMDLs, which are intended to protect the beneficial uses of the receiving waters. Based on compliance with these requirements designed to protect beneficial uses, cumulative water quality and hydromodification impacts would be less than significant.

Therefore, the proposed Project would not result in a cumulatively considerable contribution to a significant cumulative impact related to hydrology or water quality within the San Diego Creek Watershed. (DEIR, p. 5.8-22.)

#### **J. Land Use and Planning**

The geographic context for the analysis of cumulative land use impacts is the City of Irvine. The Concordia University main campus is in an anticipated development area identified in the City of Irvine General Plan, and there are no cumulative projects specifically identified in proximity to the Concordia University main campus in PA21. The proposed Project would not result in any significant cumulative impacts.

Future development on- and off-campus would be reviewed for consistency with adopted land use plans and policies by the City of Irvine (including General Plan policies and zoning requirements), in accordance with the requirements of CEQA, the state Zoning and Planning Law, and the State Subdivision Map Act, all of which require findings of plan and policy consistency prior to approval of entitlements for development. Future development in the City would also be governed by policies, implementation measures, and programs to ensure orderly urban development. (DEIR, p. 5.9-49.)

#### **K. Mineral Resources**

There are no locally important mineral resource recovery sites designated in the City. Therefore, implementation of the proposed Project would not result in the loss of such mineral resources, individually or cumulatively.

#### **L. Noise**

The proposed Project would contribute to cumulative traffic noise impacts, but would not result in cumulative stationary source or construction noise.

Cumulative traffic noise impacts are measured based on projected long-term future traffic noise level increases over existing conditions. As shown in Table 5.10-18 in the Draft EIR, the cumulative noise level increases greater than 1 dBA are projected to occur along 7 roadway segments. There is no substantial cumulative noise increase of more than 3 dBA between Post-

2035 With-Project and the existing conditions, therefore, the proposed Project would not result in a cumulatively considerable contribution to a significant cumulative impact due to traffic noise.

There are no cumulative projects identified that are close enough to result in cumulative operational noise impacts (the closest cumulative project is approximately 1.5 miles away).

There would be a potential for significant cumulative construction noise impacts if construction from a cumulative project would occur near a sensitive receptor concurrently with project-related construction near that same receptor. There are no cumulative projects identified that are close enough to result in cumulative construction noise. There may be some construction phase overlapping from on-campus construction. However, the cumulative construction activity would be farther away from the off-site campus residences or cumulative construction activity would be in a phase of lower construction noise. Additionally, all construction activities would be conducted in compliance with the City's requirements related to the timing of construction activities (refer to PPP 10-1) and use of haul truck routes (refer to PPP 10-2). Therefore, the proposed Project would not result in a cumulatively considerable contribution to a significant cumulative impact due to construction noise.

Construction vibration is a local impact and impacts are generally less than significant when the receptor is more than 25 feet from the vibration source. There are no identified projects anticipating construction concurrently with the proposed Project and within 50 feet of the sensitive receptors that could be affected by the proposed Project. As such, the proposed Project would not result in a cumulatively considerable contribution to a significant cumulative impact due to construction vibration. (DEIR, p. 5.10-45.)

#### **M. Population and Housing**

The proposed project could result in an increase of up to 292 full-time students and 71 full-time faculty/staff. This represents a negligible amount of the future growth forecasts in the County and the City. Further, the proposed development on campus is anticipated in the local and regional growth projections for the City. Therefore, no significant cumulative adverse impacts related to substantial population, housing, or employment growth and displacement would occur with implementation of the proposed project. (DEIR, p. 5.11-12.)

#### **N. Public Services and Recreation**

As additional development occurs in the City of Irvine, there will be an overall increase in the demand for fire protection services, police protection services and recreation. Future regional growth will result in increased demand for public services and facilities. Service providers will continue to evaluate levels of service desired and potential funding sources to meet this demand. Long-range planning for the provisions of public services and facilities is typically based on growth projections that reflect General Plan growth projections.

As additional development occurs in the City of Irvine, there will be an overall increase in the demand for law enforcement and fire protection services, including personnel, equipment, and/or facilities. However, increases in demand are routinely assessed by the OCFA and IPD as part of standard monitoring and budgeting process, and law enforcement and fire protection



services in the City are anticipated to be adequate to serve the proposed project and cumulative projects. Additionally, the proposed Project's contribution to cumulative impacts would be less than significant since the campus would continue to be adequately served with existing personnel, equipment and facilities. No new or expanded OCFA or IPD facilities would be required to serve the proposed project, and there would be no associated physical environmental impacts. With respect to police services, the campus would also continue to be served by professional security services provided by the Department of Campus Safety; this Department would increase staff, equipment and facilities as necessary to serve the increase in demand generated by the proposed Campus Master Build-Out Plan Update (Phases 1 through 4).

Because implementation of the proposed Campus Master Build-Out Plan Update (Phases 1 through 4) can be accommodated by the existing and projected OCFA and IPD service capabilities, and because existing requirements for security and fire safety (as identified in PPPs 12-1 through 12-4) would be implemented as part of the proposed Project, which continue to ensure the adequate provision of services, the proposed project would not result in a cumulatively considerable contribution to a significant cumulative impact related to fire and police protection.

In order to accommodate future cumulative demand, additional park and recreational facilities would be developed and constructed throughout the City of Irvine, including on the Concordia University Irvine campus for students and faculty/staff. Because the size, location, and type of these future facilities in the City of Irvine is not known at this time, it is speculative to assess the magnitude of cumulative impacts associated with the construction of these facilities. However, the City's General Plan and Subdivision Ordinance (in accordance with the Quimby Act) requires residential developers to dedicate park land and/or improvements/amenities, and/or pay fees in-lieu of dedication, at a rate of five acres per thousand population. The allocation of land and improvements is apportioned at 2 acres to community parks and 3 acres to public and/or private neighborhood parks. Additionally, it is reasonable to expect that all these facilities would undergo CEQA review in accordance with California law, and that project-specific impacts associated with development of each of these facilities would be mitigated to the extent feasible.

As previously discussed, the proposed Campus Master Build-Out Plan Update includes the provision of new and modified on campus athletic and recreational facilities. The potential impacts from construction and operation of these facilities are fully analyzed in each appropriate section of this Draft EIR. The construction and operational impacts from these facilities would be limited to uses on campus and immediately adjacent to the campus; there are no cumulative projects that have been identified in the vicinity of the campus that would result in a significant cumulative impacts. As a result, the proposed project would not result in a cumulatively considerable contribution to a significant cumulative impact related of park and recreational facilities. (DEIR, p. 5.12-15.)

## **O. Transportation/Traffic**

The cumulative traffic analysis determined that the proposed project would result in potentially significant impacts when considered with cumulative projects; however these impacts would be reduced to less than significant levels with implementation of MMs 13-1, 13-3, and 13-4.) Specifically the potentially significant impacts would occur at Ridgeline Drive/University

Drive Intersection and University Drive eastbound roadway segment between Ridgeline Drive and Michelson Drive.

There are no cumulative development projects identified in proximity to the campus that would result in cumulative impacts related to construction traffic. Regardless, the potential construction-related traffic impacts resulting from the proposed project would be less than significant with implementation of MM 13-5, which requires the preparation of a Traffic Control Plan. The proposed project would not result in a cumulatively considerable contribution to a significant cumulative construction-related traffic impact. (5.13-60.)

**P. Utilities and Service Systems**

No new or expanded water (potable and reclaimed) and wastewater backbone infrastructure is required to serve the proposed project. The long-range planning efforts of IRWD take into account current and proposed projects to eliminate the potential for cumulative impacts. The proposed project is consistent with the development anticipated in the City's General Plan and used in IRWD's planning. Therefore, the proposed project's demand for water, wastewater collection, and treatment services would be less than significant and would not be cumulatively considerable. (DEIR, p. 5.14-13.)

Further, the IRWD's water supply and facilities planning is consistent with the City of Irvine General Plan, and the proposed project does not involve any development beyond that assumed in the City's General Plan. Thus, the project would have a less than significant impact related to water supply and would not result in a cumulatively considerable contribution to a significant cumulative water supply impact. (DEIR, p. 5.14-14.)

**IX. FINDINGS REGARDING SIGNIFICANT IRREVERSIBLE ENVIRONMENTAL CHANGES**

Section 15126(c) of the State CEQA Guidelines requires that an EIR describe any significant irreversible environmental changes which would occur as a result of the proposed action should it be implemented. The Concordia University main campus in the City of Irvine is currently developed with various uses including 16 institutional buildings (243,571 square feet [sf]); residence halls that accommodate 256 institutional dormitory units/1,024 beds; various athletic and recreation facilities; and surface parking lots. The long-term commitment of land resources to a university campus has already occurred with previous development on campus, which began in the late 1970's. Additionally, as described in Section 3.0, Project Description, of the Draft EIR, the currently approved Campus Master Build-Out Plan allows for the development of up to 321,220 sf of institutional uses and 330 institutional dwelling units/1,320 beds. This represents an increase of 77,649 sf of institutional uses and 74 units/296 beds, compared to existing conditions. With implementation of the proposed Campus Master Build-Out Plan Update (Phases 1 through 4), there would be new buildings constructed and some existing buildings would be removed; however, there would not be any change to the amount of allowed development on the campus (321,220 sf of institutional buildings and 330 units/1,320 beds).

The proposed Project would convert existing developed and undeveloped areas on the campus to uses that would further serve the University, resulting in a continuation of the long-term commitment of land resources to these uses. Construction and long-term operation of the proposed Project would require the commitment and reduction of nonrenewable and/or slowly renewable resources, including petroleum fuels, and natural gas (for vehicle emissions, construction, lighting, heating, and cooling of structures); and lumber, sand/gravel, steel, copper, lead, and other metals (for use in the building construction, piping, and roadway infrastructure). Other resources that are slow to renew and/or recover from environmental stresses would also be impacted by proposed Project implementation, such as air quality through the combustion of fossil fuels and production of greenhouse gases; and water supply through the increased potable water demands for drinking, cooking, cleaning, landscaping, and general maintenance needs. An increased commitment of public services (e.g., police, fire, and sewer and water services) would also be required. Therefore, implementation of the proposed Project results in an irreversible commitment of land, energy resources and public services. Restoration of the campus to pre-developed conditions would not be feasible given the degree of disturbance, the urbanization of the area, and the level of capital investment.

## **X. FINDINGS REGARDING GROWTH-INDUCING IMPACTS**

Pursuant to Sections 15126(d) and 15126.2(d) of the State CEQA Guidelines, the EIR is required to examine ways in which the proposed Project could foster economic or population growth, or the construction of additional development, either directly or indirectly, in the surrounding environment. Growth-inducing effects are examined through analysis of the questions below.

### **1. Would this project remove obstacles to growth (e.g., through the construction or extension of major infrastructure facilities that do not presently exist in the project area, or through changes in existing regulations pertaining to land development)?**

The proposed Project will not remove obstacles to growth and therefore no impacts will occur. As discussed in Section 3.0, Project Description, of the Draft EIR, no major new infrastructure facilities are required specifically to accommodate the proposed Project. Roadway and intersection improvements are proposed at the intersection of Ridgeline Drive and the Concordia East roadway, which currently operates at a deficient level of service, and warrants a signal under existing conditions based on the City's Transportation Design Procedures (TDP)-12 (Signal Warrants) analysis. These improvements are proposed as part of the project to address existing conditions, and they would also address the increased traffic that would be generated by the proposed Project. However, the proposed intersection and roadway improvements would not provide additional capacity that would induce unplanned growth.

Existing utility infrastructure and facilities are available on campus or in the vicinity. However, new utility infrastructure would be required on campus, and along University Drive (dry utilities) to serve the proposed uses and to connect to existing utilities. The utility infrastructure installed as part of the proposed Project would be sized and located expressly to serve the campus (existing and proposed uses), and would not, therefore, induce growth in the project vicinity.

The proposed Campus Master Build-Out Plan Update project involves (1) a Major Modification to the existing Conditional Use Permit for Concordia University Irvine (described in Section 3.4.1), and (2) a Zone Change to revise Special Development Requirements (SDRs) identified in Section 9-21-7.B of the City of Irvine Zoning Ordinance. As discussed above, the total amount of allowed development on campus would remain the same as existing entitlements; therefore, the proposed actions would not have implications associated with facilitating growth beyond the 321,220 sf of development that is currently approved. Approval of the proposed Project and associated discretionary actions would not remove an existing regulatory obstacle to growth, but rather, would redefine the nature of such growth. The continued development of the campus pursuant to existing entitlements would not encourage growth through the provision of new and essential public services or access opportunities, nor would it result in urbanization of land in a remote location. The proposed Project is not, therefore, considered to be growth inducing with respect to removal of obstacles to growth. Additionally, as discussed in Section 5.9, Land Use and Planning, the proposed Project would be consistent with the goals/policies of the City's General Plan and other relevant planning documents that address development within the City.

**2. Would this project result in the need to expand one or more public services to maintain desired levels of service?**

The proposed Project will not necessitate the expansion of existing public service facilities in order to maintain desired levels of service. As discussed in Section 5.12, Public Services and Recreation, in the Draft EIR, the proposed Project would potentially increase the demand for public services (police and fire), but would not necessitate the expansion of existing public service facilities in order to maintain desired levels of service. In the event that these facilities or associated resources do need to be expanded, funding mechanisms are in place through existing regulations and standard practices to accommodate such growth. The proposed Project would not, therefore, have significant growth-inducing consequences with respect to public services.

**3. Would this project encourage or facilitate economic effects that could result in other activities that could significantly affect the environment?**

The proposed Project would have no substantial adverse impact or facilitate economic effects that could result in other activities that could significantly affect the environment. During project construction, a number of design, engineering, and construction-related jobs would be created, which would last until project construction is completed. This would provide economic stimulus in the area; however, these jobs are typically filled by existing residents of the region and would not be substantial enough to foster other activities that would have significant effects on the environment.

In addition, the proposed Project would result in the addition of approximately 363 individuals on campus full time (292 full-time undergraduate students and 71 faculty/staff). However, as discussed in Section 5.11, Population and Housing, of the Draft EIR, this proposed increase in individuals on campus is within regional population projections. Additionally, the faculty/staff positions are generally found in most areas, and may not offer a unique enough opportunity to induce job seekers to relocate to the area for the sole purpose of filling these

positions. While some faculty/staff may transfer into the area to fill these positions, it is expected that qualified area residents would fill the vast majority of additional faculty and staff positions. Similarly, it is anticipated that construction employees would commute from elsewhere in the region, rather than relocate to the Irvine area for a temporary construction job. Nonetheless, implementation of the proposed Project may result in the creation of indirect and induced jobs. Indirect jobs are those that would be created when the campus purchases goods and services from businesses in the region, and induced jobs are those that are created when wage incomes of those employed in direct and indirect jobs are spent on the purchase of goods and services in the region.

As discussed in Section 5.11, Population and Housing, in the Draft EIR, the campus also has a visitor population that varies on a daily basis and based on the time of year. This temporary population is not expected to change substantially with implementation of the proposed Project. Regardless, any increase in visitors does not represent a permanent relocation of people that would create a substantial population growth in the area or necessitate the expansion or construction of new public service facilities.

**4. Would approval of this project involve some precedent-setting action that could encourage and facilitate other activities that could significantly affect the environment?**

The Project does not propose any precedent-setting actions that, if approved, would specifically allow or encourage other projects and resultant growth to occur. As discussed previously, the proposed Project involves a Major Modification to the existing Conditional Use Permit for the University and a Zone Change to revise SDRs. The proposed Project does not involve any changes in the type or amount of allowed development on campus, in Planning Area 21 (Turtle Rock), or the City. Additionally, these actions, which include new and different restrictions to campus operations, are project-specific and would not encourage and facilitate other activities. The campus would continue to function as a University and would be consistent with existing land use and planning policies.

No changes to any of the City's building safety standards (i.e., building, grading, plumbing, mechanical, electrical, fire codes) are proposed or required to implement the proposed Project. PPPs, which also include City of Irvine Standard Conditions of Approval, and project-specific mitigation measures have been identified in Sections 5.1 through 5.14 of the Draft EIR to ensure that implementation of the proposed Project complies with all applicable City plans, policies, and ordinances to ensure that there are no conflicts with adopted land development regulations and that environmental impacts are minimized. The proposed Project does not propose any precedent-setting actions that, if approved, would specifically allow or encourage other projects and resultant growth to occur.

## **XI. FINDINGS REGARDING ALTERNATIVES**

In compliance with Section 15126.6(a) of the California Environmental Quality Act (CEQA) Guidelines, an Environmental Impact Report (EIR) must “describe a range of reasonable alternatives to the project, or to the location of the project, which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any significant effects of the project, and evaluate the comparative merits of the alternatives.” The City, as the CEQA lead agency, is responsible for selecting a range of project alternatives.

The analysis in the Final EIR concludes that implementation of Phases 1 and 2, which are addressed at a project level, and implementation of the proposed Campus Master Build-Out Plan Update would result in less than significant impacts for each topical issue with incorporation of City of Irvine plans, policies, and programs (PPPs), including current standard conditions (SCs); project design features (PDFs), and project-specific mitigation measures (MMs) for each topical area evaluated in the Draft EIR. No significant and unavoidable impacts would result. Notwithstanding the lack of significant impacts, the City has evaluated potential alternatives to the proposed Project.

As described in section 3.2 of the EIR, the proposed Project’s objectives include:

- (1) Implement the remaining development allowed on campus by existing City of Irvine General Plan and Zoning entitlements and ensure that development of the site is consistent with applicable goals and objectives of the City as set forth in the General Plan.
- (2) Update the current Campus Master Build-Out Plan to accommodate the physical resources needed to support Concordia University’s Strategic Plan and to accomplish this in a manner that preserves the environmental quality of the main campus and the surrounding community while maintaining the currently allowed maximum development of 321,220 sf of institutional buildings.
- (3) Provide the previously approved 74 residential units/296 beds to address current and anticipated demand for undergraduate student on campus housing, and to improve the quality of student life and academic experience.
- (4) Replace aging infrastructure and buildings at the main campus to allow for the development of state of the art, and Americans with Disabilities Act of 1990 (ADA) compliant, academic facilities and co-curricular facilities, including science, visual arts and performing arts facilities, which will also facilitate recruitment of faculty and students.
- (5) Provide new, relocated and/or improved athletic facilities at the main campus to better serve Concordia’s sports teams and the student athletes, including the provision of athletic field lighting to allow use of fields in the evening to facilitate student athlete’s academic schedules.
- (6) Provide additional recreational opportunities at the main campus to support the existing and anticipated future increase in the campus population.

- (7) Improve pedestrian and vehicular access and circulation on campus, including on-site parking, and strengthen the public bicycle linkage that traverses the campus.
- (8) Improve traffic operations at the intersection of Ridgeline Drive/Concordia East, which currently operates at a deficient level of service, and warrants a signal based on the City's Transportation Design Procedures (TDP)-12 (Signal Warrants) analysis.

The alternatives presented in the Final EIR constitute a reasonable range of alternatives necessary to permit a reasoned choice among the options available to the City and/or the Project proponent. Based upon the administrative record for the Project, the City makes the following findings concerning the alternatives to the proposed Project.

**A. Alternatives Considered But Not Carried Forward for Detailed Analysis**

Section 15126.6(c) of the State CEQA Guidelines specifies that an EIR should (1) identify alternatives that were considered by the lead agency but were eliminated from detailed consideration because they were determined to be infeasible during the scoping process; and (2) briefly explain the reasons underlying the lead agency's determination. Among the factors that may be used to eliminate alternatives from detailed consideration in an EIR are: (i) failure to meet most of the basic project objectives; (ii) infeasibility; and/or (iii) inability to avoid significant environmental impacts.

The following alternatives were considered during the scoping and planning process but were not selected for detailed analysis in the Draft EIR. In addition to an alternative site, alternatives that were considered but not carried forward for analysis in the Draft EIR include previous iterations of the proposed Campus Master Build-Out Plans that were submitted to the City but were ultimately eliminated from further consideration due to potential impacts, which would be greater than the proposed Project, and due to concerns raised by the adjacent residential communities.

**i) Alternative Site**

An "Alternative Site" alternative was considered during the scoping and planning process, but was not selected for detailed analysis in the EIR. Only locations that would avoid or substantially lessen any of the significant effects of the proposed Project need be considered for inclusion in the EIR. State CEQA Guidelines, Section 15126.6(f)(2)(B).

There is currently 243,571 sf of institutional development on campus along with four residence halls (256 units/1,024 beds) that has been constructed in stages since 1974. The currently approved Campus Master Build-Out Plan allows for the development of up to 321,220 sf of institutional square footage and 330 institutional dwelling units (1,320 beds). This amount of development in PA 21 for the campus is reflected in the existing General Plan and Zoning development allocations. Therefore, based on existing entitlements, there is only 77,649 sf of institutional uses and 74 units/296 beds yet to be developed. The proposed Project does not involve an increase in the type or amount (square footage or units) of allowed development on campus. As further discussed in Section 3.3, Project Background, of the Draft EIR, the proposed Campus Master Build-Out Plan Update involves an update to the existing Campus Master Build-

Out Plan to address changes in the future of higher education and the need to replace aging infrastructure on campus. It should be noted that this alternative assumes development of only the proposed net increase in square footage and residential uses at an alternate site, not relocation of the Concordia University main campus in its entirety.

As identified above, the project objectives focus on implementing the development currently allowed by the City's General Plan and Zoning and making these improvements on the existing main campus. Implementation of the remaining institutional and residential development allocation (77,649 sf of institutional uses and 74 units/296 beds) at any other location in the City would not meet these key project objectives and would not implement Concordia University's Strategic Plan (which addresses academic enterprise, student experience, institutional identity, and institutional operations). Further, the on-campus student growth will primarily be in the traditional undergraduate program, and this growth would primarily consist of full-time undergraduate students who live in on-campus residence halls. Therefore, the facilities provided must meet traditional undergraduate student educational and extracurricular expectations, including maintaining and enhancing the synergy that comes from providing necessary resources in the same location on campus. Implementing the proposed uses associated with the Campus Master Build-Out Plan Update, including a new residence hall, at another site would not accomplish this. Because the campus already has existing administrative and student support operations, it would not be efficient to develop these facilities at an alternative site, which would be necessary to support the proposed uses at an off campus location. Additionally, implementing the remaining development allocation for institutional uses at an alternate site would not allow for the removal of aging buildings and infrastructure and replacement of these buildings with state-of-the-art and ADA-compliant buildings, which is also an objective of the project.

With respect to environmental impacts, the proposed Campus Master Build-Out Plan Update (Phases 1 through 4) would not result in any significant and unavoidable impacts from construction or operation. Operation of the proposed Project at an alternative site would also have similar impacts as the proposed Project. This includes, but is not limited to, operational impacts related to increased traffic, such as air quality, GHG emissions, and noise. The less than significant impacts of the project would be similar at an alternative site because development of the proposed Project at an alternative site would only move project impacts to a different location, thus resulting in a similar construction impact area, types of land use, and project size and would be subject to the same regulatory requirements and MMs. Development within the existing boundaries of the campus provides an infill type of development which would typically result in less impacts than new construction at an undeveloped site.

The Project Applicant does not own other land in the City that would accommodate the proposed Project and meet the project objectives. CEQA does not require the consideration of sites not owned by the landowner or which could not be reasonably acquired by the landowner as alternatives to the proposed Project (State CEQA Guidelines, Section 15126.6[f][1]).

**Finding:** The City Council rejects the Alternative Site Alternative, on the following grounds, each of which individually provides sufficient justification for rejection of this alternative: (1) the alternative does not avoid any significant and unavoidable impacts (the project as proposed has none), (2) the alternative would likely not further reduce any of the proposed project's already less than significant impacts; (3) the alternative is technically,



financially, and legally infeasible given that the Project Applicant does not own other land that would accommodate the proposed Project; and (4) the alternative fails to meet any of the basic project objectives. Therefore, the Alternative Site Alternative is eliminated from further consideration.

## **ii) July 2014 Proposed Campus Master Build-Out Plan Update**

The proposed Project, as described in Section 3.0, of the Draft EIR, is the outcome of an effort that started in July 2012 when Concordia University initiated preparation of planning concepts for updating the Campus Master Build-Out Plan. By October 2013, the planning concepts were developed to the point that Concordia University was ready to discuss the plan with its residential neighbors. Over a period of 8 months (from October 2013 until June 2014, prior to the original submittal of the initial development application to the City in July 2014), Concordia hosted 12 meetings to review planning concepts with local homeowners and the Boards of Directors for the homeowners/community associations. As a result of these initial planning and coordination processes, a proposed Campus Master Build-Out Plan Update was prepared and submitted to the City in July 2014. The July 2014 proposed Campus Master Build-Out Plan Update is presented in Exhibit 6-1 in Section 6.5 of the Draft EIR and included the following requested approvals:

- General Plan Revision to allow for up to 336,785 sf of institutional development on campus; this included an increase of up to 15,565 of additive square footage (from 321,220 sf to 336,785 sf).
- Zone Change to revise Section 9-21-7-B, Special Development Requirements: Concordia University (Christ College Irvine) General Plan Amendment 4237-GA and Zone Change 5232-ZC, since many of these SDRs have been completed, or are not applicable to the University. It was identified that applicable Specific Development Requirements could become conditions of approval for the proposed Project. Additionally, the request included an increase of up to 15,565 of additive square feet.
- Major Modification to CUP 12273-CPU (approved in August 1993 and subsequently modified through 2005), to allow for up to 336,785 sf of institutional development on campus and new residence hall, consistent with the development shown in Exhibit 6-1. The July 2014 Campus Master Build-Out Plan Update submittal included demolition of existing buildings (74,231 sf), construction of new institutional buildings (141,200 sf – 154,800 sf), and construction of new accessory/support buildings (10,000 sf – 12,000 sf).

In addition, the proposed July 2014 Campus Master Build-Out Plan Update submittal included on- and off-campus circulation improvements and on-campus parking improvements. The July 2014 development application was discussed at a Planning Commission meeting on October 2, 2014. Based on input received from the communities, the proposed July 2014 Campus Master Build-Out Plan Update was eliminated from further consideration and Concordia University initiated additional planning efforts to address the concerns raised, as discussed below. Concordia University continued to meet with leadership on the Concordia East and West Community Association Boards and the City in an effort to further refine the development proposal. As described in Section 6.5.2 of the Draft EIR, Concordia University made significant revisions to the proposed Campus Master Build-Out Plan between October 2014 and April 2016.

The April 2016 submittal represents the proposed Project as described in Section 3.0, Project Description, and evaluated in the Draft EIR.

**Finding:** The City Council rejects the July 2014 Proposed Campus Master Build-Out Plan Update Alternative, on the following grounds, each of which individually provides sufficient justification for rejection of this alternative: (1) the alternative does not avoid any significant and unavoidable impacts (the project as proposed has none), and (2) the alternative would likely not reduce any of the already less than significant impacts of the proposed project. Therefore, the Alternative Site Alternative is eliminated from further consideration.

## **B. Alternatives Selected for Further Analysis**

As discussed in Section 6.6 of the EIR, based on the criteria listed previously and the fact that the proposed Project would not result in any significant and unavoidable impacts, the alternatives described below have been determined to represent a reasonable range of alternatives. The EIR considered the following alternatives to the proposed Campus Master Build-Out Plan Update:

- Alternative 1: No Project/No Development
- Alternative 2: No Project/Development Pursuant to Existing General Plan and Zoning
- Alternative 3: Reduced Grading Alternative
- Alternative 4: Reduced Development Alternative
- Alternative 5: Gate Relocation Alternative
- Alternative 6: Reduced Athletic Field Lighting Alternative

Each of the alternatives is discussed below. With respect to the No Project alternatives, Section 15126.6(e) of the State CEQA Guidelines requires that an EIR evaluate a “no project” alternative to allow decision makers to compare the impacts of approving a proposed Project with the impacts of not approving that project. Section 15126.6(e)(3) of the State CEQA Guidelines describes the two general types of no project alternative: (1) when the project is the revision of an existing land use or regulatory plan, policy, or ongoing operation, the no project alternative would be the continuation of that plan and (2) when the project is other than a land use/regulatory plan, such as a specific development on an identifiable property, the no project alternative is the circumstance under which that project is not processed (i.e., no development). Both types of no project alternatives are addressed in the Draft EIR (refer to Alternatives 1 and 2).

### **iii) Alternative 1: No Project/No Development**

**Description:** Under the No Project/No Development Alternative, as required by CEQA, no further development would occur at the Concordia University Irvine main campus, including institutional and residential development currently allowed by the City’s General Plan and Zoning. This No Project alternative is evaluated in accordance with Section 15126.6(e)(3)(A) of the State CEQA Guidelines.

**Finding:** The City Council rejects Alternative 1: No Project/No Development, on the following grounds, each of which individually provides sufficient justification for rejection of this alternative: (1) the alternative does not avoid any significant and unavoidable impacts (the project as proposed has none), and (2) the alternative fails to meet any of the basic project objectives. Therefore, Alternative 1 is eliminated from further consideration.

**Facts in Support of Finding:** The No Project/No Development Alternative would avoid most of the potential project impacts from the proposed Campus Master Build-Out Plan Update (Phases 1 through 4), which are less than significant for each environmental topic with adherence to PPPs and implementation of PDFs and project-specific MMs. It is expected that impacts related to population and housing and public services and recreation would be less than the proposed Project, because although there may be some growth in the on campus population, it would be limited based on the capacity of the existing facilities. With this alternative, there would be no roadway or intersection improvements implemented, and the Ridgeline Drive/Concordia East roadway intersection would continue to operate at an unsatisfactory LOS E in the AM peak hour and LOS F in the PM peak hour resulting in a potentially greater impact than the proposed Project, which would improve operations at this intersection to LOS A. The No Project/No Development would not attain any of the project objectives.

**iv) Alternative 2: No Project/Development Pursuant to Existing General Plan and Zoning**

**Description:** This alternative assumes that the remaining allowed development under the original CUP 12273-CPU and subsequently approved modifications would be implemented, consistent with the currently approved Campus Master Build-Out Plan, as shown in the Exhibit 4-3 in Section 4, Environmental Setting, of the Draft EIR. In summary, this includes approximately 77,649 sf of approved but unbuilt institutional square footage (4 buildings), 1 residence hall (74 units/296 beds), and additional surface parking. Approved but unbuilt development on campus as identified on the currently approved Campus Master Build-Out Plan includes the following institutional and residential uses:

- Library Classroom Addition (41,500 sf) located south of the existing Library, Fine Arts and Theatre Building;
- Founders Hall Classroom Addition (11,500 sf) located south of the existing Founders Hall Building;
- Early Childhood Center (8,000 sf) located in the northeast portion of the campus, west of Parking Lot E;
- Maintenance Building Addition (2,400 sf) located west of the existing Maintenance Building;
- Unallocated, approved square footage (14,249); and
- Residence Hall with 74 units/296 beds in the southwest portion of the campus, adjacent to existing Parking Lot A.

In addition, the currently approved Campus Master Build-Out Plan includes construction of a pool (a specific type is not identified) southeast of the existing gymnasium. This No Project

Alternative is evaluated in accordance with Section 15126.6(e)(3)(B) of the State CEQA Guidelines.

**Finding:** The City Council rejects Alternative 2: No Project/Development Pursuant to Existing General Plan and Zoning, on the following grounds, each of which individually provides sufficient justification for rejection of this alternative: (1) the alternative does not avoid any significant and unavoidable impacts (the project as proposed has none), and (2) the alternative only meets three of the eight basic project objectives. Therefore, the Alternative Site Alternative is eliminated from further consideration.

**Facts in Support of Finding:** The No Project/Development Pursuant to Existing General Plan and Zoning Alternative would have reduced construction-related impacts compared to the proposed Project because there would be no demolition of existing buildings. New development would be limited to 77,649 sf of institutional uses, compared to 148,880 sf of new institutional uses with the proposed Project. This alternative and the proposed Project would both involve a new residence hall.

Because the physical impact area and site conditions for this alternative are generally the same as the proposed Project, the total amount of development and population growth at build-out and on-campus operations would be the same and operations would be similar and the impacts related to the various topical issues addressed in the Draft EIR would also be similar. However, this alternative does not involve the installation of athletic field lighting so there would be reduced impact related to light/glare and noise in the evening hours associated with athletic facilities.

The proposed Project's construction-related and operational impacts would be less than significant with adherence to PPPs and implementation of the PDFs and project-specific mitigation measures. Therefore, while this alternative would reduce construction-related impacts, light and glare impacts, and evening noise impacts, there are no significant impacts associated with the proposed Project that would be avoided or reduced with this alternative.

Additionally, this Alternative would not meet the Project objectives to the same extent as the proposed Project. Under the No Project/Development Pursuant to Existing General Plan and Zoning Alternative the current Campus Master Build-Out Plan would not be updated, and while some new buildings would be constructed along with new infrastructure, aging infrastructure and buildings would not be replaced. The proposed new science, visual arts, and performing arts facilities could potentially be accommodated in the currently planned library classroom addition and/or the Founders Hall addition; however, this would not meet the project objectives to the same extent as the proposed project. Additionally, while a new pool would be constructed, this alternative would not involve any other new, relocated, and/or improved athletic facilities that are proposed as part of the project, and athletic field lighting would not be installed. Additionally, the proposed Campus Master Build-Out Plan Update includes the potential installation of a signal at the intersection of Ridgeline Drive/Concordia East roadway; however, this signal is not included as a component of the currently approved Campus Master Plan.

### v) **Alternative 3: Reduced Grading Alternative**

**Description:** Due to soil conditions on campus, a substantial amount of soil not suitable for reuse would need to be exported, and sand would be imported to mix with the soil. Notably, the Science, Nursing and Healthcare Building (F1), Student Center Addition (F4), and associated parking would require 15,000 cy of cut and 1,200 cy yards of fill and the Arts, Alumni and Advancement Building (F2) and Parking Lot C improvements would require 20,500 cy of cut and 1,500 cy of fill. To reduce the amount of earthwork required and associated construction impacts, including from haul trucks, this alternative includes modifications to Phases 3 and 4 of the proposed Campus Master Build-Out Plan Update to reduce the amount of required grading. The total amount of proposed institutional development on campus (321,220 sf) would remain the same as the proposed Project.

A comparison of the statistical information for Reduced Grading Alternative to the proposed Project is provided in Table 6-1 in Section 6, Alternatives to the Proposed Project, of the Draft EIR. This alternative involves the following key modifications compared to the proposed Campus Master Build-Out Plan Update:

- The Science, Nursing and Healthcare Building (F3) would be developed on the site of the existing tennis courts.
- The Chi Alpha and Chi Beta Buildings (Buildings 13 and 14) would be demolished, and the proposed residence hall (F7) would be developed on the site of these buildings. The residence hall would be smaller than proposed with the project (up to 50 units/200 beds compared to 74 units/296 beds).
- The recreation and lap pool and associated pool service and restroom building (F6) would not be developed.
- Founders Hall and the Administration Building (Buildings 11 and 12) would be demolished and a smaller Arts, Alumni and Advancement Building (F2) would be developed on the site of these buildings. The building would be approximately 28,145 sf.
- Buildings 18, 19, and 20 would be retained.
- The tennis court deck at Parking Lot A would not be developed.

With these modifications, under the Reduced Grading Alternative, there would still be a net increase of 77,649 sf of institutional uses and 1 residence hall (reduced to approximately 50 units/200 beds) implemented, consistent with the net increase in development resulting from the proposed Project. However, this alternative would involve a reduction in demolition (59,376 sf compared to 71,231 sf with the proposed Project) and new construction (137,025 sf compared 148,880 sf with the proposed Project). Additionally, the earthwork/grading for Phases 3 and 4 would be reduced to approximately 5,600 cy of cut and 4,200 cy of fill compared to the proposed Project, and the associated number of truck trips would be reduced from 3,081 to 245 over the course of the construction activities.

**Finding:** The City Council rejects the Alternative 3: Reduced Grading, on the following grounds, each of which individually provides sufficient justification for rejection of this alternative: (1) the alternative does not avoid any significant and unavoidable impacts (the

project as proposed has none), and (2) the alternative would only meet five out of the eight basic project objectives. Therefore, Alternative 3 is eliminated from further consideration.

**Facts in Support of Finding:** The Reduced Grading Alternative would have reduced construction-related impacts compared to the proposed Project because there would be a reduction in grading/earthwork, a reduction in demolition, and a reduction in new building construction, and an associated heavy truck trips. However, the construction-related impacts of this alternative would be less than those of the proposed Campus Master Build-Out Plan Update (Phases 1 through 4).

Because the physical impact area and site conditions for this alternative are generally the same as the proposed Project, the total amount of development and population growth at build-out and on campus operations would be the same. Additionally, operations would be similar and the impacts related to the various topical issues addressed in the Draft EIR would also be similar.

The project's construction-related and operational impacts would be less than significant with adherence to PPPs and implementation of the PDFs and project-specific MMs. Therefore, while this alternative would reduce construction-related impacts, it would not avoid any significant impacts.

Although this alternative would have similar or reduced impacts for most environmental topics when compared to the proposed Project, it would not the Project objectives to the same extent as the proposed Project. Specifically, this alternative would involve construction of smaller residence hall (up to 50 units/200 beds compared to 74 units/296 beds), and would not implement the amount of on campus housing proposed with the project, and allowed by the existing General Plan and zoning. Additionally, this alternative would include some, but not all of the athletic and recreational facilities proposed with the project; it would not include construction of a recreation/lap pool or tennis court deck and would not meet the goals related to the provision of athletic and recreational facilities to the same extent as the proposed Project.

#### **vi) Alternative 4: Reduced Development Alternative**

**Description:** The purpose of this alternative is primarily to reduce the amount of traffic generated by the proposed Campus Master Build-Out Plan Update. A comparison of the statistical information for the Reduced Development Alternative and the proposed Project is provided in Table 6-2 in Section 6.0, Alternatives to the Proposed Project, in the Draft EIR. This alternative would include the following key modifications compared to the proposed Campus Master Build-Out Plan Update:

- The proposed Project would be implemented in three phases.
- The proposed 40,000 sf Arts, Alumni and Advancement Building (F2) would not be constructed.
- The proposed Science, Nursing and Healthcare Building (F3) would be increased from 49,000 sf to approximately 60,000 to 65,000 sf to accommodate some proposed functions of the Arts, Alumni and Advancement Building. The Science, Nursing and

Healthcare Building would be located on the building sites for Buildings 11 and 12, which would be demolished.

- The Chi Beta Building (Building 14) would be retained and renovated to accommodate some office space proposed to be included in the Arts, Alumni and Advancement Building.

The total net increase in square footage on campus would be 62,554 sf to 67,554 sf compared to 77,649 sf with the proposed Project (a reduction of 15 to 24 percent). Under this alternative, the increase in daily traffic resulting from the proposed Project would be reduced from 1,509 daily trips with the proposed Project, to approximately 1,215 daily trips to 1,313 daily trips.

This alternative would also result in a reduction in construction activities. There would be a reduction in demolition (57,326 sf compared to 71,231 sf with the proposed Project) and new construction (119,880-124,880 sf compared to 148,880 with the proposed Project). Additionally, the earthwork/grading for Phases 3 and 4 would be reduced to approximately 14,760 cy of cut and 15,960 cy of fill, and the associated number of truck trips would be reduced from 3,081 to 1,124.

**Finding:** The City Council rejects Alternative 4: Reduced Development, on the following grounds, each of which individually provides sufficient justification for rejection of this alternative: (1) the alternative does not avoid any significant and unavoidable impacts (the project as proposed has none), and (2) the alternative would only meet five out of the eight basic project objectives. Therefore, Alternative 4 is eliminated from further consideration.

**Facts in Support of Finding:** As described above and summarized in Table 6-4 in Section 6.0, Alternatives to the Proposed Project, in the Draft EIR, the Reduced Development Alternative would have reduced construction-related impacts compared to the proposed Project (i.e., air quality, GHG emissions, noise, traffic) because there would be a reduction in grading/earthwork, a reduction in demolition, and a reduction in new building construction.

Because the site conditions and operations for this alternative are generally the same as the proposed Project (with a slight reduction in impact area), physical impacts resulting from this alternative would also be similar to the proposed Project. This alternative would not substantially lessen impacts related to aesthetics, biological resources, cultural resources, geology/soils, hazards and hazardous materials, hydrology and water quality, land use and planning, and utilities and service systems. However, the impacts from the proposed Project and this alternative would be less than significant.

Although there would be an overall decrease in the amount of development on campus with the Reduced Development Alternative, the estimated amount of population growth at build-out would be similar to the proposed Project. Therefore, the project's impacts related to population and housing and public service and recreation would be similar to the proposed Project and would be less than significant.

With the reduction in development associated with the Reduced Development Alternative, there would be a reduction in trip generation (daily trips, PM peak hour, and AM

peak hour). Therefore, this alternative would result in an overall reduction in operational air quality, GHG emissions, traffic-related noise, and traffic impacts. However, the proposed Project would not result in significant and unavoidable impacts for these or any other environmental issues.

This alternative would achieve some but not all of the Project objectives. Under the Reduced Development Alternative, the currently approved Campus Master Build-Out Plan would be updated; however, with the reduction in net new development on campus, this alternative would not implement or maintain the amount of institutional development allowed by and assumed in the City's General Plan and Zoning (321,220 sf). While existing aging buildings and buildings not ADA-compliant would be demolished and new buildings would be constructed, the Arts, Alumni and Advancement Building would not be developed under this alternative. Some of the uses proposed in this building would be accommodated in the larger Science, Nursing and Healthcare Building and renovated Chi Beta Building; however, this would not meet the University's needs for visual arts and performing arts facilities to the same extent as the proposed Project, notably because a new theater would not be provided.

#### **vii) Alternative 5: Gate Relocation Alternative**

**Description:** During the scoping process, a number of comments were raised about the existing gate operations. While no traffic impacts have been identified relative to the current gate operations, to address this concern, this alternative involves implementation of the proposed Campus Master Build-Out Plan Update (Phases 1 through 4) consistent with the proposed Project, but with relocation of the existing gate houses along the Concordia East and West roadways so that only campus access is regulated by the gate operations.

To improve traffic operations on the Concordia East and Concordia West roadways, and as shown on Exhibit 6-2 in Section 6.0 of the Draft EIR, the West Gate House would be relocated to a location near the Good Shepherd Chapel, and the East Gate House would be relocated farther to the east near the improved intersection of Dorm Road with the Parking Lot E driveway. This would allow vehicles accessing residential streets from the Concordia East/West roadways to do so without potential conflict with gate operations. The existing gate houses would be removed and the roadway restriped accordingly.

Access to the main parking lot west of Grimm Hall and Parking Lot A (west of the baseball fields) would be card-activated to prohibit unauthorized access to the campus.

**Finding:** The City Council rejects the Alternative 5: Gate Relocation, on the following grounds, each of which individually provides sufficient justification for rejection of this alternative: (1) the alternative does not avoid any significant and unavoidable impacts (the project as proposed has none), (2) the alternative would like not further reduce any of the proposed project's already less than significant impacts and would instead result in increased construction impacts.

**Facts in Support of Finding:** The Gate Relocation Alternative would have the same operational impacts as the proposed Campus Master Build-Out Plan Update (Phases 1 through



4), which are less than significant for each environmental topic with adherence to PPPs and implementation of PDFs and project-specific MMs.

This alternative would require a slight increase in construction activities to remove the existing gate houses and construct new ones, and would have greater impacts to coastal sage scrub habitat due to the need for additional fuel modification. However, these construction and fuel modification activities would be similar to those that would occur with the proposed Project and would be less than significant with adherence to PPPs and implementation of MMs.

Because the Gate Relocation Alternative essentially implements the proposed Project, with the only difference being the relocation of the gates, this alternative would attain the project objectives. However, it has the potential to result in increased construction-related impacts and would not avoid significant impacts because no significant and unavoidable impacts would result from implementation of the proposed Project.

#### **viii) Alternative 6: Reduced Athletic Field Lighting Alternative**

**Description:** The proposed Project involves the installation and operation of athletic field lights at six facilities (baseball, softball, track/soccer, sand volleyball, practice field, and tennis court deck). Under the Reduced Athletic Field Lighting Alternative, the number of athletic fields that could use nighttime lighting at any one time would be restricted to three fields to reduce the amount of light/glare. As with the Proposed Project, lighting would only be installed on four of the six tennis courts (not the two western courts) and would be designed to accommodate nighttime play for recreation and practice only. All other components of the proposed Campus Master Build-Out Plan Update (Phases 1 through 4) would be the same.

**Finding:** The City Council rejects the Alternative 6: Reduced Athletic Field Lighting, on the following grounds, each of which individually provides sufficient justification for rejection of this alternative: (1) the alternative does not avoid any significant and unavoidable impacts (the project as proposed has none), and (2) the alternative fails to meet the basic project objectives to the same extent as the project. Therefore, Alternative 6 is eliminated from further consideration.

**Facts in Support of Finding:** This alternative would have the same impacts as the proposed Project for all of the respective topical issues and checklist questions, with the exception of light and glare. Although the project's impacts would be less than significant, this alternative would have reduced potential light and glare impacts. However, this alternative would not avoid significant impacts because no significant and unavoidable impacts would result from implementation of the proposed Project.

This alternative would meet most of the Project objectives to the same extent as the proposed Project; however, with the restricted use of the athletic fields (only three at a time), this alternative would not meet the objective to provide athletic facilities to better serve Concordia's sports teams and student athletes to the same extent as the proposed project.

### **3. Environmentally Superior Alternative**

Section 15126.6(e)(2) of the State CEQA Guidelines indicates that an analysis of alternatives to a proposed Project shall identify an environmentally superior alternative among the alternatives evaluated in an EIR.

Here, the proposed Project does not present any significant and unavoidable impacts. Therefore none of the alternatives would eliminate a potentially significant and unavoidable impact. However, Alternative 4: Reduced Development Alternative would result in further reduced impacts as compared to the proposed project. (See Section 6.7 of the Draft EIR.)

## **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
<b>5.1 AESTHETICS</b>				
<i>Existing Plans, Programs, and Policies</i>				
<p><b>Phases 1 through 4</b> Prior to the issuance of each building permit</p>	<p><b>PPP 1-1</b> 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><b>Phases 1 through 4</b> Prior to approval of each building permit</p>	<p><b>PPP 1-2</b> 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><b>Phases 1 through 4</b></p> <p>Prior to approval of any modification application and/or issuance of grading and/or building permits</p>	<p><b>PPP 1-3</b></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>	
<b>Project Design Features</b>				
<p><b>Phases 1 through 4</b></p> <p>Prior to issuance of grading permits and/or building permits</p>	<p><b>PDF 1-1</b></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><b>Phases 1 through 4</b></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><b>PDF 1-2</b></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"> <li>• Installation of light emitting diode (LED) light fixtures or other industry approved best available technology, and not metal halide.</li> <li>• 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.</li> <li>• Tennis court lighting shall not exceed an average light level of 50 footcandles and shall not be designed to comply with NCAA requirements.</li> <li>• Practice field lighting shall not exceed an average light level of 30 footcandles and shall not be designed to comply with NCAA requirements.</li> <li>• 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.</li> <li>• A remote scheduling, monitoring and data management system that allows the University to schedule, report, and</li> </ul>			

**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"> <li>• 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.</li> <li>• 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.</li> </ul>			
<b>Mitigation Measures</b>				
<p><b>Phases 1 through 4</b></p> <p>Prior to the issuance of grading and/or building permits</p>	<p><b>MM 1-1</b></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><b><u>Phases 1 through 4</u></b></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><b>MM 1-2</b></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
<b>5.2 AIR QUALITY</b>				
<i>Existing Plans, Programs, and Policies</i>				
<p><b>Phases 1 through 4</b></p> <p>Prior to issuance of each demolition or grading permit, whichever occurs first, and during construction</p>	<p><b>PPP 2-1</b></p> <p>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><b>Phases 1 through 4</b></p> <p>Prior to the issuance of each building permit</p>	<p><b>PPP 2-2</b></p> <p>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><b>Phase 3</b> Prior to the issuance of a building permit for the Science, Nursing and Healthcare Building</p>	<p><b>PPP 2-3</b> 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
<b>5.3 BIOLOGICAL RESOURCES</b>				
<i>Existing Plans, Programs, and Policies</i>				
<p><b>Phase 1</b></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><b>PPP 3-1</b></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><b>Phases 1 through 4</b></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><b>PPP 3-2</b></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"> <li>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</li> </ul>	<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"> <li>• 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.</li> <li>• 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.</li> <li>• A Monitoring Biologist, acceptable to USFWS/CDFW, will be on site during any clearing of coastal sage scrub or southern cactus scrub. The landowner</li> </ul>			

**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"> <li>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.</li> </ul>			

**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"> <li>• 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.</li> <li>• 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.</li> </ul>			

**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>Phases 1 through 4</b></p> <p>During construction activities</p>	<p><b>PPP 3-3</b></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"> <li>• 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.</li> </ul> <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><b>Phases 1 through 4</b></p> <p>During construction activities</p>	<p><b>PPP 3-4</b></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"> <li>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.</li> </ul> <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 next 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><b>Phases 1 through 4</b> Prior to removal of any significant trees</p>	<p><b>PPP 3-5</b> 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>	
<b>Project Design Features</b>				
<p><b>Phases 1 through 4</b> Prior to issuance of landscape permits</p>	<p><b>PDF 3-1</b> 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><b>Phases 1 through 4</b> Prior to issuance of grading permits</p>	<p><b>PDF 3-2</b> 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.	
<b>Mitigation Measures</b>				
<p><b>Phases 1 through 4</b> 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><b>MM 3-1</b> <b>Southern Willow Scrub/Jurisdictional Resources.</b> 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><b>Phases 1 through 4</b></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><b>MM 3-2</b></p> <p><b>Special Status Bat Species.</b> 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><b>Phases 1 through 4</b></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><b>MM 3-3</b></p> <p><b>Least Bell's Vireo.</b> 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"> <li>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.</li> <li>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</li> </ul>		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><b>Phases 1 through 4</b></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><b>MM 3-4</b></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
<b>5.4 CULTURAL RESOURCES</b>				
<i>Existing Plans, Programs, and Policies</i>				
<p><b>Phases 1 through 4</b></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><b>PPP 4-1</b></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><b>Phases 1 through 4</b> During ground disturbance activities</p>	<p><b>PPP 4-2</b> 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><b>Phases 1 through 4</b> During ground disturbance activities</p>	<p><b>PPP 4-3</b> 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> <ol style="list-style-type: none"> <li>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</li> </ol>	<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> <p>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;</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
	<ol style="list-style-type: none"> <li>2. The identified descendent fails to make a recommendation; or</li> <li>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]).</li> </ol>			
<b>Mitigation Measures</b>				
<p><b>Phases 1 through 4</b></p> <p>Prior to the issuance of a grading permit, during ground disturbing activities, and reporting following construction</p>	<p><b>MM 4-1</b></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> <ol style="list-style-type: none"> <li>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, </li> </ol>	<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**

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>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**

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
	mitigate impacts to archaeological and/or cultural resources.			
<p><b>Phases 1 through 4</b></p> <p>Prior to issuance of a grading permit and during ground disturbing activities</p>	<p><b>MM 4-2</b></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"> <li>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.</li> <li>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.</li> <li>c. The Monitor shall have the authority to temporarily direct,</li> </ul>	<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**

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>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>			
<b>5.5 GEOLOGY AND SOILS</b>				
<i>Existing Plans, Programs and Policies</i>				
<p><b>Phases 1 through 4</b> Prior to the issuance of grading permits</p>	<p><b>PPP 5-1</b> 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**

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>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"> <li>a. A project description.</li> <li>b. A description of the geologic and geotechnical conditions at the site, including an appropriate site location map.</li> <li>c. An evaluation of site-specific seismic hazards based on geological and geotechnical conditions, in accordance with current industry standards of practice.</li> <li>d. Recommendations for earthwork and construction.</li> <li>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.</li> <li>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>).</li> </ul>			

**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>Phases 1 through 4</b></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><b>PPP 5-2</b></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><b>Phases 1 through 4</b></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><b>PPP 5-3</b></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><b>Phases 1 through 4</b></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><b>PPP 5-4</b></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><b>Phases 1 through 4</b></p> <p>Prior to issuance of a building permit</p>	<p><b>PPP 5-5</b></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><b>Phases 1 through 4</b></p> <p>Prior to the issuance of grading permits</p> <p>Revegetation of cut and fill slopes after grading</p>	<p><b>PPP 5-6</b></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><b>Phases 1 through 4</b></p> <p>Prior to the issuance of a building permit</p>	<p><b>PPP 5-7</b></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><b>Phase 3</b></p> <p>Prior to issuance of a grading permit for the proposed recreation/lap pool</p>	<p><b>PPP 5-8</b></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> <ol style="list-style-type: none"> <li>(1) A plot showing the location of all test borings and/or excavations.</li> <li>(2) Descriptions and classifications of the materials/soils encountered.</li> <li>(3) Elevation of the water table, if encountered.</li> <li>(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.</li> <li>(5) Expected total differential settlement.</li> </ol> <p>b. Exception: The City Building Official may waive the requirement for submission of a soil report if the following conditions are met:</p> <ol style="list-style-type: none"> <li>(1) A hydrostatic valve is installed in the pool to relieve hydrostatic pressure.</li> <li>(2) The pool is designed to accommodate the effects of expansive soils.</li> </ol>			

**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><b>Phases 1 and 2</b></p> <p>Prior to the issuance of a grading permit for the Music, Worship and Theology and Concordia University (CU) Center Addition</p>	<p><b>MM 5-1</b></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"> <li>• Evaluation of Foundation Types and Foundation Recommendations               <ul style="list-style-type: none"> <li>○ Spread Footing Foundations</li> <li>○ Caisson Recommendations</li> <li>○ Conventional Foundations on Engineering Compacted Fill</li> </ul> </li> <li>• Floor Slab</li> <li>• Retaining Wall Recommendations               <ul style="list-style-type: none"> <li>○ Lateral Passive Resistance</li> <li>○ Active Pressure</li> <li>○ At-Rest Earth Pressure</li> <li>○ Seismic Force</li> </ul> </li> <li>• Pavement Recommendations</li> <li>• Pavement Recommendations Grading               <ul style="list-style-type: none"> <li>○ Subgrade Preparation</li> <li>○ Aggregate Base</li> <li>○ Asphalt Concrete Pavement</li> <li>○ Site Drainage</li> <li>○ Exterior Concrete Flatwork</li> </ul> </li> </ul>	<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"> <li>○ Corrosion and Sulfate Attack Protection</li> <li>○ Concrete</li> <li>● Grading Recommendations</li> <li>● Construction Verification Procedures               <ul style="list-style-type: none"> <li>○ Pre-Grading Meeting</li> <li>○ Footing Observations</li> <li>○ Earthwork Observations</li> <li>○ Temporary Support of Excavations</li> </ul> </li> </ul>			
<b>4.6 GREENHOUSE GAS EMISSIONS</b>				
<i>Existing Plans, Programs and Policies</i>				
<p><b>Phases 1 through 4</b></p> <p>Prior to the issuance of demolition and/or building permits, whichever occurs first</p>	<p><b>PPP 6-1</b></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&amp;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><b>Phases 1 through 4</b></p> <p>Prior to the issuance of each building permit</p>	<p><b>PPP 6-2</b></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><b>Phases 1 through 4</b></p> <p>Prior to the issuance of each building permit</p>	<p><b>PPP 6-3</b></p> <p>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><b>5.7 HAZARDOUS AND HAZARDOUS MATERIALS</b></p>				
<p><i>Existing Plans, Programs and Policies</i></p>				
<p><b>Phases 1 through 4</b></p> <p>Prior to issuance of a demolition permit or grading permit, whichever occurs first, surveys, inspections, and analyses for ACMs and LBP shall be conducted</p> <p>During construction for handling of ACM and lead, if present</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 provide results of surveys</p>	<p><b>PPP 7-1</b></p> <p>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.</p> <p>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.</p> <p>If present, ACM and LBP abatement or management measures shall be implemented in accordance with all applicable regulations summarized in PPP 7-1.</p> <p>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
<b>Project Design Features</b>				
<p><b>Phases 1 through 4</b></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><b>PDF 7-1</b></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>	
<b>Mitigation Measures</b>				
<p><b>Phases 3 and 4</b></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><b>MM 7-1</b></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><b>Phases 3 and 4</b></p> <p>Prior to issuance of a demolition permit</p>	<p><b>MM 7-2</b></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.			
<b>5.8 HYDROLOGY AND WATER QUALITY</b>				
<i>Existing Plans, Programs and Policies</i>				
<p><b>Phases 1 through 4</b></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><b>PPP 8-1</b></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>	Chief Building Official	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><b>Phases 1 through 4</b></p> <p>Prior to the issuance of preliminary or precise grading permits</p>	<p><b>PPP 8-2</b></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>	Chief Building Official	The applicant shall submit to the Chief Building Official for review and approval, a WQMP.	

**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><b>Phases 1 through 4</b></p> <p>Prior to issuance of each grading permit</p>	<p><b>PDF 8-1</b></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><b>LID BMPs</b></p> <ul style="list-style-type: none"> <li>• Bio-retention system with underdrains</li> <li>• Stormwater planter boxes with underdrains</li> <li>• Vegetated swales</li> <li>• Vegetated filter strips</li> <li>• Proprietary bio-treatment (modular wetlands devices)</li> </ul> <p><b>Non-Structural Source-Control BMPs</b></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"> <li>• Property owner, tenant, and occupant education</li> <li>• Activity restrictions</li> <li>• Common area landscape management</li> <li>• BMP maintenance</li> <li>• Common area litter control</li> <li>• Employee training</li> <li>• Housekeeping of loading docks</li> <li>• Common area catch basin inspection</li> <li>• Street sweeping</li> </ul> <p><b>Structural Source-Control BMPs</b></p> <ul style="list-style-type: none"> <li>• Storm drain system stenciling and signage</li> <li>• Trash and waste storage areas to reduce pollution introduction</li> <li>• Efficient irrigation systems and landscape design, water conservation, smart controllers, and source control</li> <li>• Slope and channel protection and energy dissipation</li> <li>• Incorporation of requirements applicable to individual priority project categories (from Santa Ana Regional Water Quality Control Board NPDES Permit)</li> <li>• Loading dock areas</li> <li>• Hillside landscaping</li> <li>• Wash water control for food preparation areas</li> </ul>			

**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
<b>5.9 LAND USE AND PLANNING</b>				
<i>Mitigation Measures</i>				
<p><b>Phases 1 through 4</b></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><b>MM 9-1</b></p> <p><b><i>Incremental Daily Trip Cap</i></b></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><b><i>Maximum Daily Trip Cap</i></b></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 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><b>Vehicle Trip Counts</b></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><b>Vehicle Trip Monitoring Reports</b></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><b>Non-Compliance</b></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><b>Additional Requirements</b></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>			
<b>5.10 NOISE</b>				
<i>Existing Plans, Programs and Policies</i>				
<p><b>Phases 1 through 4</b></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><b>PPP 10-1</b></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><b>Phases 1 through 4</b></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><b>PPP 10-2</b></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><b>Phases 1 through 4</b></p> <p>Prior to the issuance of building permits</p>	<p><b>PPP 10-3</b></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 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>identifying the sheet(s) of the building plans that include required sound attenuation measures (<i>City of Irvine Standard Condition 3.5</i>).</p>			
<p><b>Phases 1 through 4</b> Prior to the issuance of building permits</p>	<p><b>PPP 10-4</b> 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>	<p>Chief Building Official</p>	<p>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.</p>	
<b>Project Design Features</b>				
<p><b>Phases 1 through 4</b> During operation of existing and proposed on campus athletic facilities</p>	<p><b>PDF 10-1</b> 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>	<p>Community Development Department</p>	<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.  The Community Development Department shall periodically monitor compliance with these requirements during operation.</p>	
<b>Mitigation Measures</b>				
<p><b>Phases 1 through 4</b> Prior to the issuance of each grading and building permit for submittal of construction-related noise mitigation plan</p>	<p><b>MM 10-1</b> 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>	<p>Community Development Department</p>	<p>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.</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>During construction for implementation of noise attenuation measures</p>	<p>construction of the project, through the use of such methods as the following:</p> <ul style="list-style-type: none"> <li>• Temporary noise attenuation fences.</li> <li>• Preferential location of equipment.</li> <li>• Use of current technology and noise suppression equipment.</li> </ul>		<p>The Community Development Department shall periodically monitor compliance with the noise mitigation plan during construction.</p>	
<p><b><u>Phases 1 through 4 with the Exception of the Music, Worship, and Theology Building and CU Center Addition</u></b></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><b>MM 10-2</b></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"> <li>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.</li> <li>b. The condition of any structures subject to potential damage shall be documented to provide a baseline for evaluating post-blast conditions.</li> <li>c. Site and location of planned blasting and hours of operation (blasting to be</li> </ol>	<p>Community Development Department/OCFA</p>	<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"> <li>j. Procedures for handling misfires and other unusual occurrences</li> <li>l. Emergency action plan</li> <li>m. Material safety data sheet for all explosives or other hazardous materials expected to be used.</li> <li>n. Compliance with local, state and federal laws</li> <li>o. Measures to assess, control, and monitor noise and ground vibration from blasting, including:               <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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</li> </ul> </li> </ul>			

**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"> <li>• 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.</li> </ul> <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><b>Phases 1 through 4</b></p> <p>Prior to issuance of each grading permit for review of contractor specifications</p> <p>During construction for compliance verification</p>	<p><b>MM 10-3</b></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>	
<b>5.11 POPULATION AND HOUSING</b>				
There are no PPPs, PDFs or Mitigation Measures applicable to population and housing.				
<b>5.12 PUBLIC SERVICES</b>				
<i>Existing Plans, Programs and Policies</i>				
<p><b>Phases 1 through 4</b></p> <p>Prior to the issuance of the first building permit for each building</p>	<p><b>PPP 12-1</b></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><b>Phases 1 through 4</b> Prior to issuance of any grading permit</p>	<p><b>PPP 12-2</b> 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><b>Phases 1 through 4</b> Prior to the issuance of the first building permit</p>	<p><b>PPP 12-3</b> 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><b>Phases 1 through 4</b> Prior to the issuance of building permits</p>	<p><b>PPP 12-4</b> 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>			
<b>5.13 TRANSPORTATION AND TRAFFIC</b>				
<i>Existing Plans, Programs, and Policies</i>				
<p><b>Phases 1 through 4</b></p> <p>Prior to the issuance of the first building permit</p>	<p><b>PPP 13-1</b></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><b>Phases 1 through 4</b></p> <p>Prior to authorization to use, occupy, and/or operate</p>	<p><b>PPP 13-2</b></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><b>Phases 1 through 4</b></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><b>PPP 13-3</b></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>	
<b>Project Design Features</b>				
<p><b>Phase 1</b></p> <p>Prior to authorization to use, occupy, and/or operate</p>	<p><b>PDF 13-1</b></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"> <li>• <b>Concordia East Roadway.</b> 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"> <li>○ Add a stop-controlled intersection at Ascension/Concordia East with uncontrolled flow for inbound</li> </ul> </li> </ul>	<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"> <li>○ Relocate the Parking Lot E entrance to align with Dorm Road (4-way stop controlled intersection).</li> <li>○ Add a dedicated westbound left turn lane at Dorm Road/Concordia East and eastbound left turn lane into the Parking Lot E.</li> <li>○ Relocate the driveway for the District Office from Concordia East to Dorm Road.</li> <li>○ 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.</li> </ul> <ul style="list-style-type: none"> <li>● <b>Concordia West Roadway</b> <ul style="list-style-type: none"> <li>○ Modify the Parking Lot A entry/exit to accommodate the expanded parking lot.</li> </ul> </li> </ul>			
<p><b>Phase 1</b> Prior to Certificates of Use and Occupancy for the Music, Worship and Theology building</p>	<p><b>PDF 13-2</b> 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><b>Phases 1 through 4</b> During operations</p>	<p><b>PDF 13-3</b> 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.</p> <p>The Department of Campus Safety shall continue to enforce the Traffic and Parking Management Plan.</p> <p>The Community Development Department shall ensure compliance with the Traffic and Parking Management Plan requirements through periodic site inspections.</p>	
<p><b>Phases 1 through 4</b> Prior to the issuance of grading and building permits for inclusion of trail on plans Ongoing provision of trail in perpetuity</p>	<p><b>PDF 13-4</b> 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.</p> <p>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><b>Phase 1</b></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><b>MM 13-1</b></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><b>Phase 1</b></p> <p>Prior to authorization to use, occupy, and/or operate</p>	<p><b>MM 13-2</b></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><b>Phases 3 and 4</b></p> <p>Prior to issuance of a building permit for additional institutional square footage in Phases 3 and 4</p>	<p><b>MM 13-3</b></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><b>Phases 3 and 4</b></p> <p>Prior to issuance of a building permit for additional institutional square footage in Phases 3 and 4</p>	<p><b>MM 13-4</b></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><b>Phases 1 through 4</b></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><b>MM 13-5</b></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
<b>5.14 UTILITIES AND SERVICE SYSTEMS</b>				
<p><b>Phases 3 and 4</b> Prior to issuance of the first grading permit</p>	<p><b>MM 14-1</b> 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>	



CITY COUNCIL ORDINANCE NO. 17-XX

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

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 change the zoning of two vacant parcels of land located on the Concordia University Irvine campus (formerly Christ College) from a zoning classification of 6.1 Institutional to 2.2 Low Density Residential for a maximum of 69 single-family dwelling units for Chapel Hill Vista (Concordia West residential) and 85 single-family dwelling units for Hill Crest Vista (Concordia East residential) and increase the maximum development intensity for the Concordia University main campus to 310,980 square feet of institutional use (later modified to 321,220 square feet) and 330 institutional dwelling units; and

WHEREAS, Concordia University proposes Conditional Use Permit (CUP) Modification 00612052-PCPU and Zone Change 00629029-PZC for the Campus Master Build-Out Plan Update ("Project"); and

WHEREAS, an application for Zone Change 00629029-PZC has been filed by Concordia University to revise the Special Development Requirements (SDRs) in Zoning Ordinance Section 9-21-7.B for Concordia University (Christ College Irvine) General Plan Amendment 4237-GA and Zone Change 5232-ZC in Planning Area 21, Turtle Rock; and

WHEREAS, the Project has a General Plan land use designation of General Institutional and a Zoning Ordinance designation of 6.1 Institutional; and

WHEREAS, this Zone Change will specifically update Zoning Ordinance Section 9-21-7.B to omit SDRs that have been satisfied, update SDRs, and/or convert Concordia University related SDRs to CUP Modification (00612052-PCPU) conditions of approval as described in the proposed Zone Change attached hereto as Exhibit A.

WHEREAS, the Zone Change conforms with the City of Irvine General Plan and Zoning Ordinance, and no change in the Zoning District designation of 6.1, Institutional is proposed; and

WHEREAS, the Zone Change is considered a “project” under regulations of the State of California Environmental Quality Act (CEQA); and

WHEREAS, a Final Environmental Impact Report (EIR) for Concordia University CUP Modification/Zone Change Campus Master Build-Out Plan Update (SCH No. 2015091023, File No. 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 this Zone Change for the Project and the City released this Final EIR on or about February 21, 2017; and

WHEREAS, on March 16, 2017, the Planning Commission of the City of Irvine (“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 Planning Commission considered information presented by the applicant, the Community Development Department, and other interested parties at that public hearing on March 16, 2017; and

WHEREAS, on March 16, 2017, the Planning Commission, by a 5-0-0 vote, approved PC Resolutions 17-3596, 17-3597, and 17-3598, which: (1) recommended the City Council approve the Zone Change, (2) recommended the City Council certify the Final EIR, and (3) approved the CUP Modification, contingent on the City Council approving the Zone Change and certifying the Final EIR; and

WHEREAS, on April 25, 2017 the City Council of the City of Irvine (“City Council”) held a duly noticed public hearing on the Final EIR and the corresponding Zone Change, at which time oral and documentary evidence was introduced along with the written recommendations of the Planning Commission and Community Development Department of the City of Irvine, and the City Council received public testimony; and

WHEREAS, the City Council considered the Planning Commission’s recommendations, and information presented by the applicant, the Community Development Department, and other interested parties at a public hearing held on April 25, 2017; and

NOW, THEREFORE, the City Council of the City of Irvine DOES HEREBY ORDAIN as follows:

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

SECTION 2. That pursuant to Section 15161 and 15168 of the State CEQA Guidelines, the City Council reviewed and considered the Final EIR (SCH No. 2015091023, File No. 00618828-PCLE) in making its decision on the Zone Change.

SECTION 3. The Final EIR identifies significant effects that would result if the Project is approved, however, based on substantial evidence in the record all environmental effects can feasibly be avoided or mitigated and will be avoided or mitigated by the imposition of the mitigation measures in the Final EIR which would reduce the Projects impacts to a level of insignificance. The applicable mitigation measures are included as Exhibit B to CC Resolution 17-XX, and have been incorporated into the Project or identified as requirements of the Project.

SECTION 4. In accordance with Section 8 of the City of Irvine CEQA Procedures, the City Council finds that the Final EIR has been completed in compliance with CEQA and the State CEQA Guidelines, and the City's CEQA Procedures. The City Council, having final approval authority over the Project, certifies as complete and adequate the Final EIR.

SECTION 5. Pursuant to Fish and Game Code Section 711.4(c) and the conclusions of the EIR, all required Fish and Game filing fees shall be paid subsequent to certification of the Final EIR for the Concordia University CUP Modification/Zone Change Campus Master Build-Out Plan Update (SCH No. 2015091023).

SECTION 6. The findings required for approval of a Zone Change as set forth in Section 2-38-7 of the City of Irvine Zoning Ordinance have been made as follows:

A. The proposed Zone Change is consistent with the City of Irvine General Plan.

The proposed Zone Change is consistent with the goals and objectives of the General Plan. Modifications to the Special Development Requirements (SDRs) in Zoning Ordinance Section 9-21-7.B will revise the SDRs by eliminating already satisfied requirements, updating remaining requirements, and replacing five SDRs (5, 10, 20, 21 and 25) with Project CUP Modification conditions of approval as contained in Planning Commission Resolution 17-3598, while implementing the General Plan goals and objectives as well as ensuring land use compatibility. No change in the maximum development intensity of 321,220 square feet of institutional uses and 330 dormitory units is proposed. No change to the 6.1, Institutional Zoning designation is proposed.

B. The proposed Zone Change is consistent with any applicable concept plan.

This finding is not applicable to the proposed Zone Change as there is no concept plan for Planning Area 21.

- C. The proposed Zone Change meets all the requirements set forth within Division 8 for the dedication of permanent open space through a specified phased implementation program for affected planning areas and zoning districts.

This finding is not applicable as Planning Area 21, including the Concordia University Project site, is not subject to the phased permanent open space dedication implementation program set forth in Zoning Ordinance Division 8-1.

- D. The proposed Zone Change is in the best interest of the public health, safety and welfare of the community.

The Zone Change will not negatively impact the health, safety, and welfare of the community. No change in the 6.1 Institutional Zoning designation is proposed. No increase in overall development intensity (i.e., square footage and dormitory units) results from the proposed Zone Change. Based on the analysis presented in the Final EIR, with incorporation of Project Design Features (PDFs); Plans, Policies, and Programs (PPPs), including current Standard Conditions (SCs); and Project-specific Mitigation Measures (MMs), implementation of the proposed Campus Master Build-Out Plan Update and associated Zone Change would not result in any significant unavoidable impacts for each of the topical issues evaluated.

- E. Based upon information available at the time of approval, adequate sewer and water lines, utilities, sewage treatment capacity, drainage facilities, police protection, fire protection/emergency medical care, vehicular circulation and school facilities will be available to serve the area affected by the proposed Zone Change when development occurs.

The existing campus is comprised of 16 institutional buildings totaling approximately 243,571 square feet and 256 dormitory units with 1,024 beds. The proposed Project updates the previously approved campus master build-out plan, while maintaining the previously approved 321,220-square-foot cap of institutional buildings and 330 dormitory units.

With incorporation of Project Design Features (PDFs); Plans, Policies, and Programs (PPPs), including current Standard Conditions (SCs); and Project-specific Mitigation Measures (MMs), existing sewer and water lines, utilities, sewage treatment capacity, drainage facilities, police protection, fire protection/emergency medical care, vehicular circulation and school facilities are available and will be upgraded as needed to adequately serve the proposed Campus Master Build-Out Plan Update project when development occurs. On-

site utility infrastructure (e.g., water [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 improvements and off-site improvements along Ridgeline Drive and University Drive (for upgraded dry utility infrastructure).

- F. If the proposed Zone Change affects land located within the coastal zone, the proposed Zone Change will comply with the provisions of the land use plan of the certified local coastal program.

The proposed Zone Change does not affect land located within the Coastal Zone.

SECTION 7. The City Clerk shall certify to the passage of this Ordinance and shall enter the Ordinance into the book of original Ordinances.

NOW, THEREFORE, based on the above findings, the City Council of the City of Irvine DOES HEREBY APPROVE Zone Change 00629029-PZC, amending the Zoning Ordinance's applicable text consistent with Exhibit A.

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the \_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
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 25th day of April 2017, and duly adopted at a regular meeting of the City Council of the City of Irvine, held on the \_\_\_ day of \_\_\_\_\_.

AYES: 0 COUNCILMEMBERS:

NOES: 0 COUNCILMEMBERS:

ABSENT: 0 COUNCILMEMBERS:

ABSTAIN: 0 COUNCILMEMBERS:

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CITY CLERK OF THE CITY OF IRVINE

Concordia University Zone Change 00629029-PZC

CHAPTER 9-21. - PLANNING AREA 21 (TURTLE ROCK)

Sec. 9-21-1. - Land use zoning map.

(See Planning Area 21 map following section 9-21-5.)

(Code 1976, § V.E-821.1; Ord. No. 92-3, 4-14-92; Ord. No. 92-4, § 3, 4-28-92; Ord. No. 94-7, § 3, 6-14-94; Ord. No. 95-4, 5-9-95; Ord. No. 95-22, § 3, 11-28-95; Ord. No. 97-05, 5-13-97)

Sec. 9-21-2. - Introduction.

Planning Area 21, Turtle Rock, is located in the southern area of the City. Boundaries include University Drive and Culver Drive to the west, University Drive and Ridgeline Drive to the north, Planning Area 22 to the east and Bonita Canyon Road to the south.

(Code 1976, § V.E-821.2; Ord. No. 92-3, 4-14-92; Ord. No. 92-4, § 3, 4-28-92; Ord. No. 94-7, § 3, 6-14-94; Ord. No. 95-4, 5-9-95; Ord. No. 95-22, § 3, 11-28-95)

Sec. 9-21-3. - Statistical analysis.

			Building Intensity Standard			
General Plan Category	Zoning Number	Zoning District	Maximum Regulatory Dwelling Units	Additive Dwelling Units <sup>2</sup>	Maximum Regulatory Square Feet	Additive Square Feet <sup>2</sup>
Conservation and Open Space:						
Recreation	1.5	Recreation	0	0	0	0
Water Bodies	1.6	Water Bodies	0	0	0	0
Residential:						
Low Density	2.2	Low Density	3,080	0	0	0
Low Density	2.3	Medium Density	44	0	0	0
Medium Density	2.3	Medium	77	0	0	0

		Density				
Medium-High Density	2.3	Medium Density	252	0	0	0
Medium-High Density	2.4	Medium-High Density	470	0	0	0
Institutional:						
Educational Facilities	6.1	Institutional	0	0	227,941	0
Educational Facilities	6.1	Institutional	330	0	310,980	10,240
Public Facilities	2.3	Medium Density	0	0	30,000	0
Unallocated Dwelling Units <sup>1</sup>	n/a	n/a	0	0	0	0
PLANNING AREA TOTAL			4,253	0	568,921	10,240

Unallocated dwelling units represent those units remaining in a Planning Area that may be built anywhere in the same Planning Area. These units are within the maximum development intensity for the Planning Area; and, therefore placement of Unallocated dwelling units into any residential category within the planning area for purposes of development is determined to be consistent with the General Plan and Zoning Code with regard to intensity allocation only, provided that placement is otherwise consistent with site specific zoning regulations and that any potential environmental impacts are adequately addressed, including traffic impacts, pursuant to CEQA.

See Section 9-0-3.C. Building Intensity Standards.

(Code 1976, § V.E-821.3; Ord. No. 92-3, 4-14-92; Ord. No. 92-4, § 3, 4-28-92; Ord. No. 94-7, § 3, 6-14-94; Ord. No. 95-4, 5-9-95; Ord. No. 95-22, § 3, 11-28-95; Ord. No. 10-04, § 3, 4-13-10; Ord. No. 12-09, § 3(Exh. A), 5-22-12)

Sec. 9-21-4. - Land use regulations.



See section 3-3-1 (Land use matrix).

(Code 1976, § V.E-821.4; Ord. No. 92-3, 4-14-92; Ord. No. 92-4, § 3, 4-28-92; Ord. No. 94-7, § 3, 6-14-94; Ord. No. 95-4, 5-9-95; Ord. No. 95-22, § 3, 11-28-95)

Sec. 9-21-5. - Development standards.

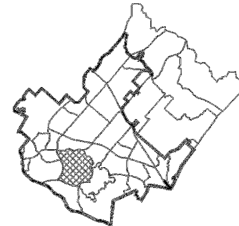
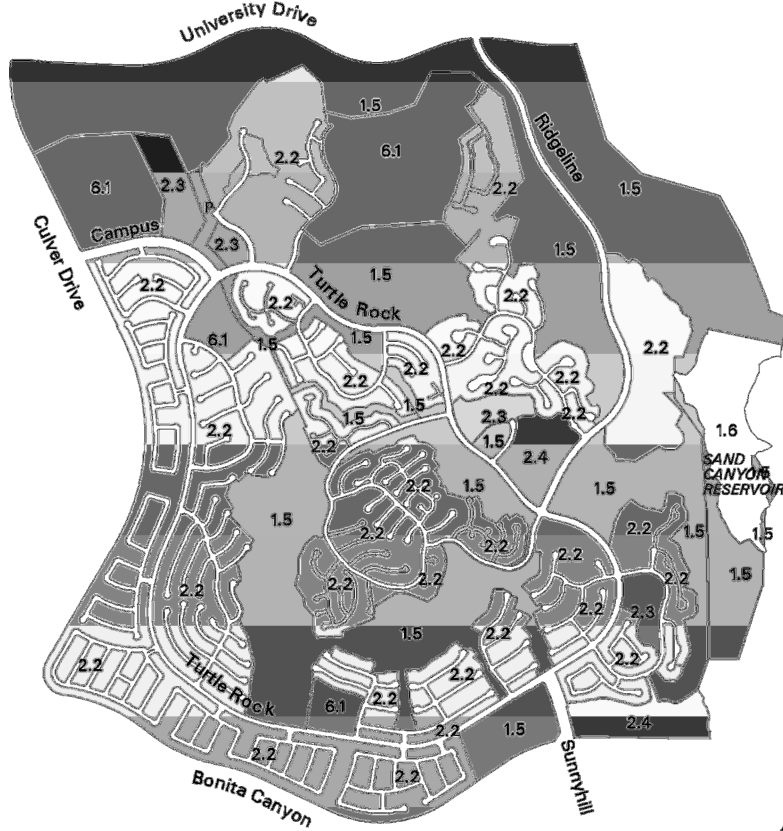
See chapter 3-37 (Development Standards).

(Code 1976, § V.E-821.5; Ord. No. 92-3, 4-14-92; Ord. No. 92-4, § 3, 4-28-92; Ord. No. 94-7, § 3, 6-14-94; Ord. No. 95-4, 5-9-95; Ord. No. 95-22, § 3, 11-28-95)



# ZONING ORDINANCE MAP PLANNING AREA 21

TURTLE ROCK



P = Park

ZONE #	ZONING DISTRICT	ZONE #	ZONING DISTRICT
1.5	Recreation	2.3	Medium-Density Residential
1.6	Water Bodies	2.4	Medium-High Density Residential
2.2	Low-Density Residential	6.1	Institutional

Planning Area 21, Turtle Rock

Sec. 9-21-6. - Reserved.

Sec. 9-21-7. - Special development requirements.

A. General.

1. See division 3 for applicable general development requirements.
2. All development within this planning area shall be in accordance with the Hillside Overlay District and any other hillside regulations in effect at the time of tentative map approval.
3. Prior to the issuance of building permits for 4,000 total dwelling units in this planning area, the City Council shall determine whether a fourth permanent access is needed after reviewing the recommendation of the Director of Public Works. The Director of Public Works shall base the recommendation on annual analysis of the existing and projected traffic conditions.
4. All areas designated for residential use may be developed at a lower density than that indicated without requiring a zone change.

B. Special development requirements: Concordia University (former Christ College Irvine) General Plan Amendment 4237-GA/Zone Change 5232-ZC and Campus Build-Out Plan 00612052-PCPU/Zone Change 00629029-PZC.

Concordia East & West Residential and Concordia University:

1. The open space areas around the edges of the project as depicted on Drawing 1, Constraints Summary Map (EIR 4237-GA, Appendix K: Graphics Appendix) shall be defined as lettered lots in any tentative and final maps, other than maps for financing and conveyance only. The lettered lots shall be restricted as follows:
  - a. With the exception of the Keck Astronomy Center (approximately 500 square feet), no development of any type shall be permitted.
  - b. With the exception of the Keck Astronomy Center (approximately 500 square feet), no grading within the open space area except remedial grading as permitted by staff on a case-by-case basis in the specific remedial areas shown in Drawing 15 (Appendix K of the EIR), Concordia East residential (former Hillcrest Vista) Conceptual Grading Plan.
  - c. The open space area separating the Concordia West residential (former Chapel Hill Vista) development from the existing Vista homes shall be planted as a landscape buffer in accordance with Drawing 11, Conceptual Landscape Plan for Chapel Hill Vista (Appendix K).
  - d. These restrictions shall not preclude implementation of any fuel modification requirements placed upon the project by the Orange County Fire Authority, if such requirements do not interfere with the primary purpose of either the landscape buffer, or open space corridor, as determined by the Director of Community Development.
  - e. Provide for a minimum 70-foot unfenced open space corridor between French Hill and Mason Regional Park.
2. Prior to issuance of grading permits, the applicant shall submit for review and comment, to OC Parks, precise grading plans and sections relative to any infringement within park boundaries, and precise plans for drainage entering or affecting Mason Regional Park.
3. Prior to issuance of any grading permits, the applicant shall submit for review and approval by the Chief Building Official a construction traffic routing plan which 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 I-405 freeway.
4. Prior to the issuance of building permits for residential uses, each applicant shall demonstrate that all rooftop mechanical and electrical equipment is screened from upper elevation vantage

points or integrated into the building design, and that all plumbing vents and ducts are grouped together in order to minimize roof penetration.

5. Where feasible (i.e., where reclaimed water line hookups are available), all landscaped common areas shall use reclaimed water when permanent irrigation is required and the supply of recycled water is adequate.
6. Acceptance and maintenance of all surface and subdrainage facilities for the Concordia West (former Chapel Hill Vista), Concordia East (former Hillcrest Vista) and Concordia University (former Christ College) campus, including the on-site perimeter drainage facilities for Concordia West, as described in the Law Environmental hydrogeologic evaluation dated January 24, 1992, shall be the responsibility of the landowner and/or homeowners association. No future dedication of these facilities will be accepted by the City of Irvine.
7. a. In conjunction with submittal of swimming pool or spa plans, the applicant shall submit a soil report prepared and signed by a licensed civil and/or geotechnical engineer. The report shall include, but not be limited to, the following information:
  - (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.
- b. Exception: The City Building Official may waive the requirement for submission of a soil report if the following conditions are met:
  - (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.

Concordia East and West Residential:

8. A landscape treatment shall be required for those facing either adjacent Enclave I (Vistas), Ridgeline Drive or Turtle Rock Drive which incorporates plant materials at the top of slopes at the intersection of rear and side property lines of heights sufficient to provide a visual break to continuous lot elevations.
9. In conjunction with submittal of any discretionary development application covering Concordia West (former Chapel Hill Vista), and/or Concordia East (former Hillcrest Vista), the applicant shall submit an adequate hydrology study of the area covered by the development application. The study shall substantiate the downstream drainage facilities to determine the adequacy and ownership to handle the proposed increase in runoff anticipated by such development.

Concordia East Residential:

10. Any future conditional use permit/master plan for Concordia East residential (former Hillcrest Vista) shall include provision for fencing which prohibits access to the open space area along Ridgeline Drive.

Concordia West Residential:

11. All homes built within Concordia West (former Chapel Hill Vista) will contain roof gutters, and said gutters will be connected to nonerosive devices as provided for in the Law Environmental report.

(Code 1976, § V.E-821.6; Ord. No. 92-3, 4-14-92; Ord. No. 92-4, § 3, 4-28-92; Ord. No. 94-7, § 3, 6-14-94; Ord. No. 95-4, 5-9-95; Ord. No. 95-22, § 3, 11-28-95; Ord. No. 09-02, § 3, 3-24-09)

**2.11**

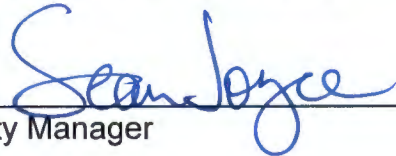


## REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:** APRIL 25, 2017

**TITLE:** AWARD OF CONTRACT FOR WIRELESS AND  
TELECOMMUNICATIONS CONSULTING SERVICES

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

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

### RECOMMENDED ACTION

Approve and authorize the City Manager to execute a contract in the amount not to exceed \$346,125 with Connected Nation Exchange, for citywide wireless and telecommunications consulting services.

### EXECUTIVE SUMMARY

The evolution of new business and delivery models of wireless carriers has led to a significant increase in cellular facility applications in the public right of way. This increase has implications beyond simple antenna placement, as each site requires infrastructure, such as conduit, fiber and power. In a vacuum, this can appear insignificant. In the context of multiple carriers, each needing their own individual sites, an uncoordinated process will lead to duplicative construction, detrimental impacts to City infrastructure, entitlement processing challenges, and noticeable detrimental aesthetic changes throughout the City. To avoid these consequences, the City issued a Request for Proposals (RFP) in December 2016 for wireless telecommunications consulting services to develop a master plan for enhancing and managing the City's wireless infrastructure. The plan will consider various business models to leverage existing assets and infrastructure and maximize benefit from future technology investments. The consultant engagement is divided into two contracts; one serving citywide needs and another serving the Great Park. These contracts were separated due to the distinct funding sources and approval processes for the General Fund and Great Park Fund contracting based on the rules established by Measure V, the Great Park Fiscal Transparency and Reforms Act.

Eight firms responded to the RFP. Based on a review of proposals by a multi-disciplinary team of City staff, Connected Nation Exchange (CNX) is the highest rated firm. The proposed contract is for an amount not to exceed \$346,125. If both the Great Park and citywide contracts are approved, CNX will reduce the cost by thirty-one percent, due to the leveraging of resources. The revised contract amount for the citywide contract would be \$238,500.

If the contract is approved by City Council, staff will work with the consultant to develop a recommended master plan for long-term management of wireless infrastructure for City

Council consideration by mid-2018. Contract costs will be included in the FY 2017-18 Strategic Technology Plan Budget.

## **COMMISSION/BOARD/COMMITTEE RECOMMENDATION**

On April 17, 2017, the Finance Commission voted 4-0 (Commissioner Allan Bartlett absent), to table staff recommended actions for discussion during the Strategic Technology Plan presentation. A summary of commissioner questions and staff responses is attached (Attachment 3).

In relation to a separate item, at the Planning Commission meeting on April 20, 2017, representatives from Verizon Wireless gave a presentation about the rapidly evolving wireless telecommunications landscape and small cell technology. Following this presentation, Commissioners discussed the need to study the impacts of installing small cell antennas in the right-of-way, the need to develop City-wide design standards, and the need to update the City's wireless ordinance. Commissioners were informed that the City is considering hiring a consultant to prepare a wireless master plan to address these issues, and they expressed support for this effort.

## **ANALYSIS**

### Background

As technology has assumed a pivotal role in the day to day activities of residents and businesses, wireless telecommunications technology is rapidly evolving to keep pace with the significant and increasing demand for cellular, voice, and data bandwidth. The increased demand has created the need for additional infrastructure to support the growth. Staff has received approximately 110 requests to deploy new small cellular access points from several wireless carriers, which are at different application and pre-application stages in the permitting process, with more to come. With the growing demand to support new technologies on the horizon, the number of small cell deployments is anticipated to grow exponentially in future years. While staff will continue to process these requests in accordance with the City's wireless ordinance, a comprehensive long-term plan is needed to ensure the City provides our residents, businesses, and visitors consistent coverage and robust services in an evolving technological environment. Therefore, staff sought the assistance of outside consulting expertise to develop a master plan for developing and managing the Information and Communication Technology (ICT) infrastructure.

The implementation of facilities to provide new and enhanced coverage will require significant attention to regulatory approvals and additional infrastructure requiring potentially significant investment. There is also the potential for cost recovery and ongoing revenue generation. Further, due to the rapid pace of technological advancement and evolving business models related to the provision of wireless service, there are numerous approaches the City needs to consider. An RFP for wireless telecommunications consulting services (Attachment 1) was released with a scope of work based on three

fundamental questions, the answers to which are important for prudent and comprehensive citywide wireless and infrastructure planning:

- What telecommunications infrastructure and policy does the City currently have in place?
- What infrastructure and policy does the City need to address industry changes?
- What are the options for managing the infrastructure and bridging the gap?
- How can the City enhance its infrastructure to recover investment costs and maintain a financially sustainable model?

The scope of work in the RFP contained a Great Park (Task 1-3) component and a citywide (Task 4-6) component each with tasks focused on planning for wireless coverage, evaluation of the current fiber-optic infrastructure, and the development of strategies for investment, ownership and monetization of wireless facilities. The RFP identified three specific tasks for the citywide component:

Task 4: Develop a citywide cellular and Wi-Fi master plan

- Evaluate carrier and usage demands
- Provide guidance on infrastructure placement including location of cellular facilities and regulatory processes
- Develop implementation plan for Wi-Fi coverage and opportunities for co-location with cellular facilities
- Provide alternatives for implementation and management of new Wi-Fi and cellular facilities including an evaluation of the unique costs and benefits of each model, and potential revenue opportunities

Task 5: Evaluate network infrastructure and develop a comprehensive infrastructure plan

- Evaluate existing and planned fiber optic infrastructure, including cabling, distribution systems, and conduit and its capacity to serve future needs
- Recommend infrastructure design enhancements to support future needs and an implementation strategy to carry out infrastructure improvements.

Task 6: Develop a strategy for investments and management of ICT assets

- Based on the future needs and current capacity identified in tasks 4 and 5, develop options for potential City investment and long-term management and maintenance of wireless telecommunications facilities.



Task 6 is particularly important in light of the evolving business landscape in the wireless telecommunications industry. Several business models have emerged in recent years that provide different levels of control and monetization of wireless infrastructure assets. A few of the most prominent models are summarized below.

Carrier Model: An individual carrier owns land or leases land directly from a landlord (the City) providing exclusive use of that site. Subject to regulatory approval, the carrier can install or expand a facility and potentially license or lease use to other carriers. These facilities are sometimes referred to as “macro-sites.”

Third-Party Operator Model: A business entity, other than a carrier, owns or leases a site and provides infrastructure, such as an electrical connection and fiber. This third party then leases or subleases the facility to carriers. This model places the cost and responsibility of installation and maintenance on the third party and allows numerous carriers to use a single location.

Leasing Model: A property owner (such as the City) directly leases property to carriers and retains responsibility for management and maintenance of all related infrastructure. In this model costs are born by and revenues accrue to the property owner.

Brokerage Model: A firm, acting as an agent or broker on the City’s behalf, would manage various aspects of ICT infrastructure and sites in exchange for a fee or share of lease revenue. These arrangements can include complete management of related infrastructure and carrier lease agreements or a smaller subset of these activities. The fee or revenue share varies based on the management role and responsibilities of the broker / agent.

The work of the consultant would also incorporate any implications of the latest state legislation related to wireless telecommunications. Staff is monitoring potential legislation, including Senate Bill 649 (SB 649 Hueso), as it moves through the legislative process. Legislative impacts to the City in its role as regulator or property owner will be included in the comprehensive plan to be developed with consultant assistance and brought back to City Council for policy direction.

The RFP identified a need for consultant services at the Great Park, and citywide, based on the same scope. Thus, the consultant engagement is divided into two separate contracts; one serving citywide need and another serving the Great Park. These contracts were separated due to the distinct funding sources and approval processes for General Fund and Great Park Fund contracting based on the rules established by Measure V, the Great Park Fiscal Transparency and Reforms Act. The Great Park contract is being presented to the Great Park Board and City Council for consideration.

A total of eight firms responded to the RFP. The proposals were reviewed by a multi-disciplinary rating team familiar with the scope of the RFP including staff from Public Works, Community Development, and Information Technology. Of the eight proposals received,

the top three firms were selected for an interview based on relevant and thorough qualifications, comprehensive methodology and experience and responsiveness to the scope and services requested in the RFP.

Each of the top three firms, CNX, ATS Communications, and Magellan Advisors, were deemed to have demonstrated an understanding of the individual tasks and how they related to one another. These firms responded with a detailed approach to each of the RFP tasks and presented highly relevant experience working with government agencies conducting similar work and provided examples of work performed for other agencies. The proposals demonstrated a systematic approach for clear and objective consulting services from a strong base of technical and real estate expertise. Of the top three firms, CNX provided the best combination of experience, qualifications, and a comprehensive approach for accomplishing the tasks put forth in the RFP.

In the judgment of the rating panel, the remaining five firms either did not demonstrate sufficient relevant experience in the specific task areas outlined in the RFP or did not provide a comprehensive response to each of the three required tasks. These firms did not provide the required combination of expertise including both the extensive real estate and management experience, and the requisite technical aspects of the work scope. Additionally, two of these firms assumed the City would pursue one of the specific business models outlined above that aligned with the services offered by that particular firm. In one response in particular, 5 Bars offered consulting services at no up-front cost by bundling them with a brokerage arrangement through which revenues would be shared among the firm and the City. This brokerage model would pay the consultant approximately \$110,000 (40% of \$275,000) per year under the City's present cell lease revenues; any new lease revenue would be shared 40 percent to 5 Bars and 60 percent to the City. A brokerage or agent type arrangement may ultimately be an approach the City adopts. If at the completion of the first phase it is determined that the brokerage model best serves the City, firms with expertise in this area would be able to compete for the City's business once policy direction is given by the City Council. That said, this RFP seeks objective professional evaluation of all potential approaches and business models supported by technical analysis for implementation of coverage and therefore staff is not recommending an award of consulting contract tied to this type of bundled approach.

Based on the RFP review, interviews and reference checks, the top rated firm is Connected Nation Exchange (CNX). The cost of the proposed contract at not to exceed \$346,125, while not the lowest, is deemed fair and reasonable based on the highly technical and specialized nature of the work, the proposer's expansive and relevant experience, qualifications, and proposed methodology. CNX brings extensive experience directly related to the City's needs and a strong understanding of both the business and technical challenges.

If the City Council approves the contract (Attachment 2), staff will work with the consultant to develop a recommended plan for implementation and long-term management of wireless infrastructure. Staff anticipates returning to the City Council with a plan for consideration

by mid-2018, following the completion of work for the Great Park. This consideration may include City ordinance and policy changes or direction to address market realities and proposed state and federal legislation. Depending on the business model selected for implementation, firms would have the opportunity to propose their services within a brokerage, leasing, third party, or carrier model framework.

## **ALTERNATIVES CONSIDERED**

The City Council could direct staff to continue addressing wireless facility proposals as they come in. This is done based on federal, state, and local regulations. The City Council could also direct staff to pursue a third party operator, leasing, or brokerage model as identified above. These alternatives would result in more rapid means of increasing coverage or provide more immediate resources for assistance with leasing and management of cellular facilities, but would also bypass the opportunity for a comprehensive long-term plan and full evaluation of all of the City's options for establishing cellular and Wi-Fi infrastructure and coverage.

Implementation of new wireless telecommunications facilities to serve new technology needs presents challenges and opportunities that are new to the City. Pursuing any one particular approach to improving or monetizing City assets without also performing a systematic evaluation of current facilities and strategic options may not provide the desired long-term consistency of coverage, or breadth of services (including both cellular and Wi-Fi), and may not maximize the City's potential financial return.

## **FINANCIAL IMPACT**

The total cost for the recommended contract is \$346,125, however if both the Great Park and citywide contracts are approved, CNX will reduce the cost by thirty-one percent, due to the leveraging of resources. The revised contract amount for the citywide contract would be \$238,500. If approved, contract costs will be included in the FY 2017-18 Strategic Technology Plan Budget.

A comprehensive plan, which would come back to the City Council mid-2018, will include specific recommendations for future investment in ICT systems. This investment, likely by the City, carriers, and other partners will present potential for a financial return to the City through lease payments and other potential revenue agreements. A projection of this financial impact will be included with the comprehensive plan when it comes back for City Council consideration.

Ensuring reliable wireless coverage throughout the City is likely to have broad indirect financial impacts as well. Good, reliable coverage will provide for a positive resident, business, and visitor experience.

**ATTACHMENTS**

1. RFP 17-1194 for Wireless and Telecommunications Consulting Services
2. Agreement for Contract Services with Connected Nation Exchange
3. Summary of Questions & Answers from April 17 Finance Committee Meeting



December 7, 2016

## REQUEST FOR PROPOSALS for

# WIRELESS AND TELECOMMUNICATIONS CONSULTING SERVICES

Thank you for considering the attached Request for Proposals (RFP). If you are interested in submitting a Proposal, please follow these instructions for submissions:

Only RFP Documents downloaded from the City's website ([cityofirvine.org/purchasing](http://cityofirvine.org/purchasing)) shall be considered official, as the City must track RFP holders in case an addendum is issued. Proposers are responsible for acknowledging any and all addenda issued.

Due Date and Time:

**No Later than January 4, 2017 at 4:00:00 pm**

**NO LATE PROPOSALS WILL BE ACCEPTED.**

RFP Number:

**17-1194**

This RFP number must be referenced in the proposal document, which must be submitted electronically via the City's website.

Only firms who have registered and downloaded the RFP document from the City's website (BidsOnline system) may submit a proposal.

Proposal Submittal: Proposals must be submitted electronically via the City's BidsOnline system as set forth in this RFP document. (Proposals submitted by any other method such as hard copy or email will be disqualified.) Please refer to the Submittal Instructions section of this RFP for details.

**Any requests for clarification or other questions concerning this RFP must be submitted in writing and sent via email to Steve Torelli with a copy to Portia Mina (as shown below) no later than December 19, 2016 at 4:00:00 p.m.**

Steve Torelli, Management Analyst I  
Email: [storelli@cityofirvine.org](mailto:storelli@cityofirvine.org)

Portia Mina, Senior Buyer  
Email: [pmina@cityofirvine.org](mailto:pmina@cityofirvine.org)

The City of Irvine reserves the right to reject any or all Proposals, to waive any informality in any Proposal, and to select the Proposal that best meets the City's needs.

**REQUEST FOR PROPOSALS  
FOR  
WIRELESS AND TELECOMMUNICATIONS CONSULTING SERVICES**

Dear Proposers:

The City of Irvine (hereinafter referred to as the “City”) is requesting proposals to establish a contract for Wireless and Telecommunications Consulting Services for Development citywide as well as at the Orange County Great Park, with work to commence on or about February 1, 2017 and be completed by June 30, 2018. The City reserves the right to extend the contract for up to four (4) additional one (1) year periods.

Proposals must be submitted electronically no later than the date and time stated on this RFP cover sheet. Proposals shall be reviewed and rated as set forth in the Selection Process section of this RFP. The City will then determine which proposal(s) best meets the City’s requirements.

**LATE PROPOSALS WILL NOT BE ACCEPTED**

The City reserves the right to reject any or all proposals, to waive any informality in any proposal and to select the proposal that best meets the City’s needs.

**MINIMUM QUALIFICATIONS REQUIRED FOR PROPOSAL SUBMITTAL**

**Firms who fail to meet the minimum qualifications set forth below should not submit a proposal; any such proposal shall be deemed non-responsive and not be considered.**

- 1) Minimum three (3) most recent years of experience performing similar services as those detailed in one or more of the six tasks discussed in the Scope of Services section of this RFP.

**OVERVIEW AND SCOPE OF WORK**

This Request for Proposals is for the position of “Wireless and Telecommunications Consultant” as set forth in **Attachment I** to this RFP.

**TERMS AND CONDITIONS**

The City’s standard Agreement for Contract Services is included as **Attachment II** to this RFP. Upon award of the contract, it is expected that the successful proposer will accept the Agreement terms and conditions “as is” without modification. (Please refer to Part III Special Provisions of Attachment II for special requirements relating to these services.)

At the discretion of the City, any or all parts of the respondent's proposal shall be made a binding part of the selected firm's contract. The City reserves the right to reject in whole or in part any of the proposals.

Additionally, the City reserves the right to select zero or more of respondent's proposal if needed to address the six distinct tasks discussed in the attached Scope of Services (Attachment I).

**Time frame for submittal of insurance documents:** At the time the contract is awarded, the firm must be able to provide all required insurance documentation to the City's insurance certificate tracking company as set forth in Attachment II. If these requirements are not met, the City reserves the right to select the next best qualified firm.

## **ORGANIZATION OF PROPOSAL**

**If your proposal does not include all of the items below, it may be deemed non-responsive.** The proposal will be evaluated by the City and shall include, at a minimum, the following information:

- **BUSINESS INFORMATION**

State the full legal name of your firm, including the state of incorporation if applicable. Include your address, phone number, fax number and email address. State the number of years your firm has been doing business, and more specifically, how long your firm has been performing the services requested in this RFP. List the names of principals or officers authorized to bind your firm, including position titles.

- **EXPERIENCE / QUALIFICATIONS INFORMATION**

Provide information concerning your firm's experience and qualifications directly related to the services set forth herein. Define the experience of the proposed Project Manager, and other key personnel (sub-consultants, if applicable) who would be assigned to perform the services. (The designated Project Manager shall be the primary contact with the City during the contract period, however, it is expected that the identified key personnel will not be altered throughout the contract period.) Provide resumes for the Project Manager, other key personnel, and sub-consultants if applicable.

- **PROJECT APPROACH / METHODOLOGY**

Provide a detailed description of your proposed methodology/project-approach based on your understanding of the Scope of Services (Attachment 1). In addition, provide examples of communities that have developed effective municipal wireless networks and how these networks are used today to enhance the delivery of municipal services and provide access to the general public.

- **REFERENCES**

Provide a minimum of three (3) references, preferably municipalities, on projects of similar scope and magnitude as described in this RFP for work that your firm has provided within the last three (3) years with emphasis on specific experience related to each Task. Include a detailed description of the services, the agency or firm names, contact names and phone numbers, and dates of services performed (ATTACHMENT III).

- **PRICING PROPOSAL**

The City shall not provide reimbursement for business or travel-related expenses; therefore, such costs must be absorbed in the hourly or lump sum fee structure. Provide a fee schedule/pricing information for the project. Provide hourly rates for each category of employee or sub-consultant required to perform the services as set forth in Attachment I, Scope of Services.

Pricing shall remain firm for the entire first term of the Agreement. Thereafter, any proposed pricing adjustment for any follow-on renewal periods shall be submitted to the City Representative in writing at least ninety (90) days prior to the new Agreement term. City reserves the right to negotiate any pricing adjustment not to exceed the Bureau of Labor Statistics Consumer Price Index (CPI) data as follows: Los Angeles-Riverside-Orange County, CA; All Items; Not Seasonally Adjusted; annualized change comparing the most recent month's reported data to the same month of the prior year. (This information may be found on the U.S. Department of Labor's website at [www.bls.gov](http://www.bls.gov).)

- **SIGNATURE**

The proposal shall be signed by an official authorized to bind the firm, including his or her printed name and title, and shall contain a statement to the effect that the proposal is valid for ninety (90) days.

## **SELECTION PROCESS**

The contract award will be made after selection of one (1) or more of the respondent's proposals from among all respondents for each task listed below, with implementation of services to follow. However, this RFP does not indicate a commitment by the City to award a contract to any successful respondent. An award of contract is estimated to occur within approximately sixty (60) days after receipt of proposals. The City intends to evaluate the proposed services based upon the data presented in response to the RFP. The following general selection criteria will be used to evaluate each consultant firm:

### Phase 1

1. Experience and qualifications of firm and designated project management staff, other key personnel, and sub-consultants, if applicable. (40%)



2. Methodology/Project Approach provided. (30%)
3. Proposal Pricing. (20%)
4. Responsiveness to the Request for Proposals. (10%)

Phase 2 for highest-rated firm(s):

- The City reserves the right to conduct interviews with the highest-rated firm or firms. In the event the City does perform an interview process, the additive weighting shall be 50%.

Phase 3 for highest-rated firm(s)

- The City will perform reference checks for similar work completed within the last three years for the highest-rated firm(s), with an additive weighting of 20%.

The City reserves the right to conduct interviews with the highest rated firms, and to negotiate final pricing with the most qualified proposer.

The City reserves the right to reject any or all Proposals, to waive any informality in any Proposal, and to select the Proposal or Proposals that best meet the City's needs.

### **Submittal Instructions**

To download the RFP document or check for addenda, please visit the City's website at: ***[cityofirvine.org/purchasing](http://cityofirvine.org/purchasing)***

Click on the "[Supplier Registration and Bid Opportunities](#)" link, and then click on the "BidsOnline" link. Next, click on "Bid Opportunities" to locate and view the RFP document. (If you haven't already done so, you will be required to register as a City of Irvine vendor before downloading the RFP document.)

### **Proposals must be submitted as follows:**

Proposals must be submitted electronically by visiting the City's website at [www.cityofirvine.org/purchasing](http://www.cityofirvine.org/purchasing). Click on the "Supplier Registration and Bid Opportunities" link. Next, click the BidsOnline link and then click "Log In." Enter your User Name and Password. Click "Bid Opportunities" and then select the RFP. Click on "Place eBid" and follow the instructions.

The deadline for proposal submissions is:

January 4, 2017 at 4:00:00 p.m. However, submittals may be submitted at any time prior to the deadline. (Submitted proposals may be withdrawn and resubmitted at any time prior to the deadline, and cannot be viewed by City staff until the close date and time.)

**Late proposals will not be accepted.**

- **Proposals must be submitted via the City’s BidsOnline system as a single zip folder.**
- **No other form of submission will be accepted.**
- **Large files may take time to upload so plan the timing of your submittal accordingly.**
- **Failure to completely upload your documents by the deadline shall result in disqualification.**

**Proposal Submittal**

- Name your file “companyname” (*i.e.* your firm’s name) but do NOT exceed 20 characters or your file will not upload. Do not use symbols (*i.e.* “%” or “&”) as your file may not load correctly. If your name is too long, then abbreviate. Failure to upload document shall result in disqualification.
- If the proposal contains more than one file, you should create a zip folder, containing the various PDF proposal documents.
- Name the zip folder “companyname.”

**To create a zip folder:**

- Right click on your desktop
- Select “New,” and then “Compressed Zip Folder”
- Name the folder “companyname”
- Drag your various proposal PDF documents into the Folder

**Mac users**

- Create a folder for your files and name it “companyname”
- Drag your various proposal PDF documents into the folder
- Right-click the folder and select “create archive”

**Technical Support**

In the event you encounter technical difficulties during the uploading process, please contact the Planet Bids, BidsOnline system team as shown below (M-F from 8 am to 5 pm):

**[support@planetbids.com](mailto:support@planetbids.com) or call (818) 992-1771 ext. 0**

**GENERAL INFORMATION**

In the event the City awards the contract to any particular respondent or respondents, the City will make payments monthly on approved invoices, with payment terms of net 30 days upon receipt of invoice. Payment for additional work, if any, will be negotiated as required. Final payment will be made after approval and acceptance of the work.

Any costs incurred in the preparation of a proposal, presentation to the City, travel in conjunction with such presentations, or samples of items shall be the responsibility of the respondent. The City assumes no responsibility and no liability for costs incurred by respondents prior to issuance of a contract or purchase order.

The proposer shall furnish the City with such additional information as the City may reasonably require.

Any questions or requests for clarification must be submitted in writing and sent via email as set forth on the cover sheet of this RFP.

All data, documents and other products used or developed during performance of the services will remain the property of the City upon completion of the services.

Sincerely,

Portia Mina  
Senior Buyer

Attachments

# ATTACHMENT I

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## SCOPE OF SERVICES

Individual or team of Consultant(s)/Contractor(s) shall perform the services as set forth below.

### **I. Background, Opportunities and Constraints**

#### ***Proposed Need***

The City is soliciting Consultant(s)/Contractor(s) to provide, on the City's behalf, expertise related to wireless and telecommunications development, deployment, coverage, and lease opportunities both citywide and at the Orange County Great Park. The City is looking for a Consultant(s)/Contractor(s) with expertise evaluating coverage needs, wireless provider lease practices, lease negotiation, and execution, demand use needs to ensure end-to-end coverage for wireless communications, a robust technical plan to meet the needs of the growing City population and expanding Orange County Great Park development, as well as the vision to integrate Information and Communication Technology (ICT) and Internet of Things (IoT) solutions, with proper security protocols; in order to efficiently and effectively manage City assets and best provide City services.

#### ***The City of Irvine***

The City of Irvine is located 40 miles southeast of Los Angeles and six miles from the ocean in Orange County, California. Irvine encompasses more than 66 square miles and has a current residential population of more than 255,000. Incorporated in 1971, Irvine is recognized as one of America's safest and most successful master-planned urban communities. Top-rated educational institutions, an enterprising business atmosphere, state-of-the-art transportation programs and systems, sound environmental stewardship, and respect for diversity all contribute to Irvine's enviable quality of life. The City is ideally located adjacent to John Wayne/Orange County Airport and close to many of Southern California's largest tourist attractions, numerous resorts, and some of the state's finest beaches.

Irvine has also been recognized as one of "America's Best Cities to Live," according to Money Magazine in 2014. The City of Irvine also has the distinction of being one of the safest cities in the United States with a population of more than 100,000, based upon FBI statistics on violent crime.

#### ***The Orange County Great Park***

The Orange County Great Park is in the geographic center of Orange County, California, a diverse metropolitan community of three million located halfway between Los Angeles and San Diego. The Great Park has direct freeway and rail access, making it easily accessible for more than 10,000,000 Southern California residents.

### ***The City Current Network Infrastructure***

The City connected traffic signals and some facilities to the City managed data centers utilizing its underground fiber optic network. The existing infrastructure may be leveraged to support the development of a comprehensive telecommunications and wireless infrastructure. The City may consider additional investments to support expansion.

## **II. Scope of Work**

The work contemplated under this RFP includes cellular communications, data coverage, Wi-Fi opportunities, network design and infrastructure, and related technologies (collectively referred to as “Networks”). Proposals should include plans to document a detailed scope for each Task and the process to achieve the desired results. Work and associated costs performed for the Orange County Great Park must be identified separately from the work performed for the City. The Scope is separated into six tasks. A Consultant/Contractor may submit for one or more of the following six tasks:

### **Tasks for the Orange County Great Park (Park)**

#### **Task 1: Develop Master Plan and Evaluate Cellular and Wi-Fi Opportunities at the Park**

1. Evaluate current and future wireless infrastructure requirements to support cellular communications, Wi-Fi communications, and future technologies
2. Develop wireless security and reliability criteria
3. Evaluate and identify opportunities for future wireless needs
4. Review available City-owned assets and infrastructure to support Networks
5. Develop proposed aesthetic threshold levels for equipment that would be used in the proposed strategy
6. Provide guidelines for reviewing carrier and network proposals for equipment placement
7. Recommend a process to handle third party operator site leasing and locating
8. Analyze the advantages and disadvantages of the various business models used to deploy and manage wireless infrastructure and make a recommendation. Potential business options should include the City-owned and managed, privately-owned and managed, and City-private partnership (hybrid) models
9. Develop an implementation strategy with cost estimates to maintain and expend capabilities
10. Propose alternative technologies/options and highlight strengths and weaknesses
11. Develop a master plan for Cellular and Wi-Fi

#### **Task 2: Evaluate Network Infrastructure at the Park**

1. Evaluate current and future network infrastructure requirements
2. Evaluate existing infrastructure and recommend design enhancements based on future needs and new technologies
3. Develop network security and reliability criteria
4. Develop an implementation strategy with cost estimates to maintain and expend capabilities
5. Evaluate and recommend network hardware and software

6. Assess the existing fiber infrastructure and recommend enhancements based on current requirements and future growth
7. Develop a master plan for Network Infrastructure

#### Task 3: Develop a Strategy, Market, and Manage Leases for the Park

1. Provide a proposal to demonstrate how a third-party would act in the City's interest in marketing, negotiating, and managing Wireless Network infrastructure leasing opportunities
2. Market, negotiate, and manage new leases
3. Develop a strategy to operate and maintain related wireless network infrastructure

#### **Tasks for the City of Irvine, excluding the Orange County Great Park**

##### Task 4: Develop Master Plan and Evaluate Cellular and Wi-Fi Opportunities Citywide

1. Evaluate current and future wireless infrastructure requirements to support cellular communications, Wi-Fi communications, and future technologies
2. Identify operational, security, and infrastructure deficiencies within the existing wireless infrastructure and recommend solutions to overcome those deficiencies
3. Develop wireless security and reliability criteria
4. Evaluate and identify opportunities for future wireless needs
5. Review available City-owned assets and infrastructure to support Networks
6. Develop proposed aesthetic threshold levels for equipment that would be used in the proposed strategy
7. Provide guidelines for reviewing carrier and network proposals for equipment placement
8. Recommend a process to handle third party operator site leasing and locating
9. Analyze the advantages and disadvantages of the various business models used to deploy and manage wireless infrastructure and make a recommendation. Potential business options should include the City-owned and managed, privately-owned and managed, and City-private partnership (hybrid) models
10. Develop an implementation strategy with cost estimates to maintain and expend capabilities
11. Propose alternative options and highlight strengths and weaknesses
12. Develop a master plan for Cellular and Wi-Fi

##### Task 5: Develop Master Plan and Evaluate Network Infrastructure Citywide

1. Evaluate current and future network infrastructure requirements
2. Evaluate existing infrastructure and recommend design enhancements based on future needs and new technologies
3. Develop network security and reliability criteria
4. Develop an implementation strategy with cost estimates to maintain and expend capabilities
5. Evaluate and recommend network hardware and software
6. Assess the existing fiber infrastructure and recommend enhancements based on current requirements and future growth

7. Develop a master plan for Network Infrastructure

Task 6: Develop a Strategy, Market, and Manage Leases Citywide

1. Provide a proposal to demonstrate how a third-party would act in the City's interest in marketing, negotiating, and managing Wireless Network infrastructure leasing opportunities
2. Market, negotiate, and manage new and existing leases
3. Develop a strategy to operate and maintain related wireless network infrastructure

## ATTACHMENT II

### AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into as of \_\_\_\_\_ 2017, by and between the CITY OF IRVINE, a municipal corporation ("City"), and \_\_\_\_\_, a (insert legal entity such as "a sole proprietorship" or "a California corporation") ("Contractor"). (The term Contractor includes professionals performing in a consulting capacity.)

#### PART I

##### FUNDAMENTAL TERMS

**A. Location of Project:** The City of Irvine location(s) as set forth in PART IV, Scope of Services, included herein.

**B. Description of Services/Goods to be Provided:** Wireless and Telecommunications Consulting Services in accordance with PART IV, Scope of Services, included herein (reference RFP 17-1194).

**C. Term:** Unless terminated earlier as set forth in this Agreement, the services shall commence on February 1, 2017 ("Commencement Date") and shall continue through June 30, 2018. The City reserves the right to extend this Agreement for up to four (4) additional one (1) year periods. Such extension shall only be valid if effectuated in writing by the City.

**D. Party Representatives:**

D.1. The City designates the following person/officer to act on City's behalf:  
Chris Koster, email: ckoster@cityofirvine.org

D.2. The Contractor designates the following person to act on Contractor's behalf:  
\_\_\_\_\_, email: \_\_\_\_\_

**E. Notices:** Contractor shall deliver all notices and other writings required to be delivered under this Agreement to City at the address set forth in Part II ("General Provisions"). The City shall deliver all notices and other writings required to be delivered to Contractor at the address set forth following Contractor's signature below.

**F. Attachments:** This Agreement incorporates by reference the following Attachments to this Agreement:

- |      |           |                    |
|------|-----------|--------------------|
| F.1. | Part I:   | Fundamental Terms  |
| F.2. | Part II:  | General Provisions |
| F.3. | Part III: | Special Provisions |
| F.4. | Part IV:  | Scope of Services  |
| F.5. | Part V:   | Budget             |

**G. Integration:** This Agreement represents the entire understanding of City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and



cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

**CITY OF IRVINE**

**CONTRACTOR'S NAME**

By: \_\_\_\_\_  
Pete Carmichael  
Its: Director, Orange County Great  
Park  
\_\_\_\_\_

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

By: \_\_\_\_\_  
Sean Joyce  
Its: City Manager  
\_\_\_\_\_

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

Attest:

By: \_\_\_\_\_  
Molly McLaughlin  
City Clerk

**Contractor Information**  
**Address for Notices and Payments:**

APPROVED AS TO FORM:  
RUTAN & TUCKER, LLP

\_\_\_\_\_  
Jeffrey Melching

**Attn:**  
**Telephone:**  
**Email:**

## PART II

### GENERAL PROVISIONS

#### SECTION ONE: SERVICES OF CONTRACTOR

**1.1 Scope of Services.** In compliance with all terms and conditions of this Agreement, Contractor shall provide the goods and/or services shown on Part IV hereto ("Scope of Services"), which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.

**1.2 Changes and Additions to Scope of Services.** City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by City to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. City approval and/or payment for work claimed by Contractor as changed or additional shall not act to prevent City at any time to claim such work is covered by the Scope of Work and should be performed by Contractor without additional consideration due. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

**1.3 Standard of Performance.** Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

**1.4 Performance to Satisfaction of City.** Notwithstanding any other provision herein, Contractor agrees to perform all work to the satisfaction of City within the time specified. If City reasonably determines that the work is not satisfactory, City shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.

**1.5 Instructions from City.** In the performance of this Agreement, Contractor shall report to and receive instructions from the City's Representative designated in Paragraph D.1 of Part I ("Fundamental Terms") of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the City's Representative.

**1.6 Familiarity with Work.** By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If

the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact in writing and shall not proceed except at Contractor's risk until written instructions are received from the City's Representative.

**1.7 Identity of Persons Performing Work.**

(A) Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services required hereunder. Any personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law.

(B) Contractor represents that the tasks and services required hereunder will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services. Contractor will exclusively determine the means, methods and details of performing the services subject to the requirements of this Agreement.

(C) This Agreement contemplates the personal services of Contractor and Contractor's employees, and it is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Contractor. Neither this Agreement nor any interest therein may be assigned by Contractor, except upon written consent of City.

**1.8 Prohibition Against Subcontracting or Assignment.** Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. In the event of any unapproved transfer, including any bankruptcy proceeding, City may void the Agreement at City's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express written consent of City.

**SECTION TWO: INSURANCE AND INDEMNIFICATION**

**2.1 Insurance.** Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work in compliance with Section 1.8 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the contractor is required to maintain pursuant to this Section 2.1.

**2.1.1 Insurance Coverage Required.** The policies and amounts of insurance required hereunder shall be as follows:

**A. Comprehensive General Liability Insurance** which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 including completed operations and contractual liability, with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for liability arising out of Contractor's performance of this Agreement. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set forth above. If written with an aggregate, the aggregate shall be double the each occurrence limit. Such insurance shall be endorsed to:

(1) Name the City of Irvine and its employees, representatives, officers and agents (collectively hereinafter "City and City Personnel") as additional insured for claims arising out of Contractor's performance of this Agreement.

(2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

***A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.***

**B. Automobile Liability Insurance** with a limit of liability of not less than \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set forth above. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto." Such insurance shall be endorsed to:

(1) Name the City of Irvine and its employees, representatives, officers and agents as additional insured for claims arising out of Contractor's performance of this Agreement.

(2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

***A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.***

**C. Workers' Compensation Insurance** in accordance with the Labor Code of California and covering all employees of the Contractor providing any service in the performance of this agreement. Such insurance shall be endorsed to:

(1) Waive the insurer's right of Subrogation against the City and City Personnel.

***A statement on an insurance certificate will not be accepted in lieu of the actual endorsement unless your insurance carrier is the State of California Insurance Fund (SCIF) and the endorsement numbers 2570 and 2065 are referenced on the certificate of insurance.***

**Contractor's completion of the form attached hereto as Exhibit 1 shall be a condition precedent to Contractor's rights under this Agreement.** Should Contractor certify, pursuant to Exhibit 1, that, in the performance of the work under this Agreement, it

shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, Contractor shall nonetheless maintain responsibility for requiring that any subcontractors performing work under this Agreement have and maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the work performed under this Agreement.

**D. Professional Liability Insurance** with minimum limits of \$1,000,000 each claim. Covered professional services shall include all work performed under this Agreement and delete any exclusion that may potentially affect the work to be performed.

**E. Evidence of Insurance:** Contractor shall provide to City a Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

The City project title or description MUST be included in the "Description of Operations" box on the certificate.

The City's insurance certificate tracking services provider, Exigis, LLC, will send Contractor an email message providing instructions for submitting insurance certificates and endorsements.

**Certificate Holder:**

City of Irvine, California  
c/o: Exigis LLC  
PO Box 4668 ECM #35050  
New York, NY 10168-4668

**F. Endorsements:** A statement on an insurance certificate will not be accepted in lieu of the actual endorsement. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of Contractor
4. Contain any other exclusion contrary to the Agreement.

**G. Any Deductible in Excess of \$50,000 and/or Self-Insured Retentions** must be approved in writing by the City.

**H. Acceptability of Insurers.** Each policy shall be from a company with current A.M. Best's rating of A- VII or higher and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus lines brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

**I. Insurance of Subcontractors.** Contractor shall be responsible for causing Subcontractors to maintain the same types and limits of coverage in compliance with this Agreement, including naming the City as an additional insured to the Subcontractor's policies.

**2.2 Indemnification.** Contractor shall indemnify, defend, and hold City and City Personnel harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the willful or negligent acts, errors or omissions of Contractor, its employees, agents, representatives or subcontractors which directly or indirectly relate to the work being performed or services being provided under this Agreement, whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel in connection therewith:

**2.2.1** Contractor shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.

**2.2.2** Contractor shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

**2.2.3** In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the work being performed or services being provided under this Agreement, Contractor shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

### **SECTION THREE: LEGAL RELATIONS AND RESPONSIBILITIES**

**3.1 Compliance with Laws.** Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Director of Industrial Relations of the State of California.

**3.2 Licenses, Permits, Fees and Assessments.** Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City thereunder.

**3.3 Covenant against Discrimination.** Contractor covenants for itself, its heirs, executors, assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on account of race, religious creed, color, national origin, ancestry, physical

disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, in the performance of this Agreement. Contractor further covenants and agrees to comply with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) as the same may be amended from time to time.

**3.4 Independent Contractor.** Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Contractor nor any of Contractor's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the City; and neither Contractor nor any of its employees shall be paid by City time and one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

**3.5 Covenant against Contingent Fees.** Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**3.6 Use of Patented Materials.** Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the City harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials consistent with Section 2.2 herein.

**3.7 Proprietary Information.** All proprietary information developed specifically for City by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of City, and are confidential and shall not be made available to any person or entity without the prior written approval of City. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to City, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by City.

**3.8 Confidentiality Statement.** Firms may be required to sign a confidentiality statement before reviewing information that include but is not limited to maps, infrastructure plans, and assets that, for security and safety reasons, is not publicly available.

**3.8 Retention of Funds.** Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and all amounts for which City may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. City in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of City to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay City any sums Contractor owes City.

**3.9 Termination by City.** City reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from City, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by City. Contractor shall be entitled to compensation for all services rendered prior to receipt of City's notice of termination and for any services authorized in writing by City thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, City may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by City in retaining a replacement contractor and similar expenses, exceeds the Budget.

**3.10 Right to Stop Work; Termination by Contractor.** Contractor shall have the right to stop work and terminate only if City fails to timely make a payment required under the terms of the Budget. Contractor shall provide City thirty (30) day prior written notice of such claimed payment owed and City shall have an opportunity to remedy any such claimed breach during such time with no legal consequence to City. Contractor shall immediately cease all services hereunder following the thirty (30) day notice, except such services as may be specifically approved in writing by City. Contractor shall be entitled to compensation for all services rendered prior to termination and for any services authorized in writing by City thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.9 relating to City's right to take over and finish the work and Contractor's liability shall apply.

**3.11 Waiver.** No delay or omission in the exercise of any right or remedy by a nondefaulting party with respect to any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent act. A waiver by either party of any default must be in writing.

**3.12 Legal Actions.** Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the Superior Courts of the State of California in the County of Orange, or in any other appropriate court with jurisdiction in such County, and Contractor agrees to submit to the personal jurisdiction of such court.

**3.13 Rights and Remedies are Cumulative.** Except as may be expressly set forth in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies or other rights or remedies as may be permitted by law or in



equity shall not preclude the exercise by such party, at the same or different times, of any other rights or remedies to which such party may be entitled.

**3.14 Attorneys' Fees.** In any action between the parties hereto seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to have and recover from the other party its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If either party to this Agreement is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the other party, then the party so litigating shall be entitled to its reasonable attorney's fees and costs from the other party to this Agreement.

**3.15 Force Majeure.** The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of City or Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against City for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.15.

**3.16 Non-liability of City Officers and Employees.** No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by City, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

**3.17 Conflicts of Interest.**

A. No officer, official, employee, agent, representative or volunteer of City shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any federal, state or city statute, ordinance or regulation. Contractor shall not employ any such person while this Agreement is in effect.

B. Contractor represents, warrants and covenants that he, she or it presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect, Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement.

C. Contractor acknowledges that pursuant to the provisions of the Political Reform Act (Government Code section 87100 *et seq.*), City may determine Contractor to be a "Consultant" as that term is defined by the Act. In the event City makes such a determination, Contractor agrees to complete and file a "Statement of Economic Interest" with the

City Clerk to disclose such financial interests as required by City. In such event, Contractor further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

**3.18 Contractor Ethics.** Contractor represents and warrants that it has not provided or promised to provide any gift or other consideration, directly or indirectly, to any officer, employee, or agent of City to obtain City's approval of this Agreement. Contractor shall not, at any time, have any financial interest in this Agreement or the project that is the subject of this Agreement other than the compensation to be paid to Contractor as set forth in this Agreement. In the event the work and/or services to be performed hereunder relate to a project and/or application under consideration by or on file with the City, (i) Contractor shall not possess or maintain any business relationship with the applicant or any other person or entity which Contractor knows to have a personal stake in said project and/or application, (ii) other than performing its work and/or services to City in accordance with this Agreement Contractor shall not advocate either for or against said project and/or application, and (iii) Contractor shall immediately notify City in the event Contractor determines that Contractor has or acquires any such business relationship with the applicant or other person or entity which has a personal stake in said project and/or application. The provisions in this Section shall be applicable to all of Contractor's officers, directors, employees, and agents, and shall survive the termination of this Agreement.

**3.19 Compliance with California Unemployment Insurance Code Section 1088.8.** If Contractor is a Sole Proprietor, then prior to signing the Agreement, Contractor shall provide to the City a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. Contractor understands that pursuant to California Unemployment Insurance Code Section 1088.8, the City will report the information from Form W-9 to the State of California Employment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

**3.20 CalPERS Annuitants.** If Contractor is a California Public Employees' Retirement System ("CalPERS") annuitant, Contractor must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by Contractor. If this Agreement remains in place, Contractor shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

#### **SECTION FOUR: MISCELLANEOUS PROVISIONS**

**4.1 Records and Reports.** The City Manager of the City of Irvine or his/her designee reserves the right to perform such audits, performance reviews, and other evaluations (collectively 'audit') that relate to or concern this Agreement at any time. Contractor agrees to participate and cooperate in up to five (5) hours of meetings and interviews (at no additional cost to City), if the same are requested by the City in connection with such an audit. Further, provided that the City pays Contractor's commercially reasonable hourly rate for services, Contractor agrees to participate and cooperate in such additional meetings and interviews (in excess of five (5) hours), if the same are requested by the City in connection with such an audit. Upon request by City, Contractor shall prepare and submit to City any reports concerning Contractor's performance of the services rendered under this Agreement. City shall have access, with 72 hours advance written

notice delivered to Contractor, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of City and shall be delivered at no cost to City upon request of City or upon the termination of this Agreement, and (ii) shall not be made available to any individual or entity without prior written approval of City. The obligations of this Section 4.1 shall survive the expiration (or earlier termination) of this Agreement for a period of three (3) years. During said three (3) year period, Contractor shall keep and maintain all records and reports related to this Agreement, and City shall have access to such records in the event any audit is required.

**4.2 Notices.** Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices to the City shall be delivered to the following address, to the attention of the City Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

<u>To City:</u>	City of Irvine One Civic Center Plaza (92606) (Hand Deliveries) P. O. Box 19575 Irvine, CA 92623-9575
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Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement, to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

**4.3 Construction and Amendment.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.

**4.4 Severability.** Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.

**4.5 Authority.** The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

**4.6 Special Provisions.** Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in Part III of this Agreement ("Special Provisions").

**4.7 Precedence.** In the event of any discrepancy between Part I ("Fundamental Terms"), Part II ("General Provisions"), Part III ("Special Provisions"), Part IV ("Scope of Services"), and/or Part V ("Budget") of this Agreement, the order of precedence shall be as follows.

- Part III
- Part II
- Part IV
- Part V
- Part I

### PART III

#### SPECIAL PROVISIONS

- 1) **Business License Requirement.** Contractors who provide services for the City of Irvine within the city limits of Irvine shall obtain, within five (5) days of executing this Agreement and prior to commencing any work herein, a City of Irvine business license and shall maintain a current business license throughout the term of this Agreement.

## **PART IV**

### **SCOPE OF SERVICES**

**Services shall be performed as set forth below and in accordance with ATTACHMENT I.**

## PART V

### BUDGET

#### **Pricing shall be as set forth below and in accordance with ATTACHMENT II.**

Included in the Budget are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with City representatives, and incidental costs incurred in performing under this Agreement. The total compensation for the Scope of Services set forth herein shall not exceed \$\_\_\_\_\_ for City services; and \$\_\_\_\_\_ for Great Park services; with the total Agreement amount not to exceed \$\_\_\_\_\_, including all amounts payable to Contractor for its overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subcontracts, materials, equipment, supplies, and costs arising from or due to termination of this Agreement.

**No work shall be performed in connection with this Agreement until the receipt of a signed City of Irvine Purchase Order; and no work shall be performed with a value in excess of the Purchase Order amount as the City has not authorized nor is it obligated to pay Contractor any such excess amount.**

In the event Contractor anticipates the potential need to perform services beyond those set forth herein where additional funding may be needed, Contractor shall notify City in writing allowing sufficient time for City to consider further action.

Payment for services will be made monthly on invoices deemed satisfactory to the City, with payment terms of net 30 days upon receipt of invoice. Contractor shall submit invoices within fifteen (15) days from the end of each month in which services have been provided. Contractor shall provide invoices with sufficient detail to ensure compliance with pricing as set forth in this Agreement. The information required may include: date(s) of work, hours of work, hourly rate(s), and material costs.

**The Purchase Order number must be included on all invoices, along with the City Representative's name. Failure to include this information on the invoice shall result in the return of the unpaid invoice.**

Contractors should submit invoices electronically to:

**invoicesubmittal@cityofirvine.org**

Payment by City under this Agreement shall not be deemed as a waiver of the City's right to claim at a later point that such payment was not due under the terms of this Agreement.

Pricing shall remain firm for the entire first term of the Agreement. Thereafter, any proposed pricing adjustment for follow-on renewal periods shall be submitted to the City Representative in writing at least ninety (90) days prior to the new Agreement term. The City reserves the right to negotiate any proposed pricing adjustment not to exceed the Bureau of Labor Statistics Consumer Price Index (CPI) data as follows: Los Angeles-Riverside-Orange County, CA; All Items; Not Seasonally Adjusted; annualized change comparing the most recent month's reported data to the same month of the prior year. (This information may be found on the U.S. Department of Labor's website at [www.bls.gov](http://www.bls.gov).)

**Exhibit 1**

**WORKERS' COMPENSATION INSURANCE CERTIFICATION**

Contract Services Description: \_\_\_\_\_

**WORKERS' COMPENSATION DECLARATION**

I hereby affirm under penalty of perjury one of the following declarations:

**(CHECK ONE APPLICABLE BOX BELOW)**

**I have and will maintain workers' compensation insurance**, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this Agreement and shall submit insurance certificates evidencing such coverage as set forth herein.

I certify that, in the performance of the work under this Agreement, **I shall not employ any person** in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the City of Irvine and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, **if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions and immediately furnish insurance certificates** evidencing such coverage as set forth herein.

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

<b>Dated:</b>	
<b>Contracting Firm:</b>	
<b>Signature:</b>	
<b>Title:</b>	
<b>Address:</b>	







December 20, 2016

TO: ALL RFP DOCUMENT HOLDERS OF RECORD

FROM: PORTIA MINA, SENIOR BUYER

SUBJECT: **ADDENDUM NO. 1 TO RFP DOCUMENTS FOR WIRELESS AND TELECOMMUNICATIONS CONSULTING SERVICES RFP NO. 17-1194**

This Addendum forms a part of the Request for Proposals (RFP) documents for the project identified above. All remaining portions of the RFP documents not specifically mentioned or otherwise revised by this Addendum remain in full force and effect.

The RFP documents are modified as set forth below:

1. On page 25 of the RFP documents, **ATTACHMENT II, PART III SPECIAL PROVISIONS**, is modified by adding the following:
  - 2) **Insurance, PART II, GENERAL PROVISIONS**, Section 2.1.1 – Insurance Coverage Required is modified as follows:
    - A. **Comprehensive General Liability Insurance**, item (1) is replaced with the following:
      - (1) Name the City of Irvine and the Orange County Great Park Corporation and its employees, representatives, officers and agents as additional insured for claims arising out of Contractor's performance of this Agreement.
    - B. **Automobile Liability Insurance**, item (1) is replaced with the following:
      - (1) Name the City of Irvine and the Orange County Great Park Corporation and its employees, representatives, officers and agents as additional insured for claims arising out of Contractor's performance of this Agreement.
    - C. **Workers' Compensation Insurance**, item (1) is replaced with the following:
      - (1) Waive the insurer's right of Subrogation against the City, Orange County Great Park Corporation and City Personnel.
    - D. **Professional Liability Insurance**, is deleted in its entirety.
    - J. **Technology Errors and Omissions** is added as follows:

Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, a Technology Errors and Omissions policy, including cyber and privacy coverage with minimum limits of \$5,000,000 each claim. Covered services shall include all

work performed under this Agreement and delete any exclusion that may potentially affect the work to be performed.

2. Responses to questions received from proposers concerning the RFP documents are included herein as EXHIBIT I.

**Please acknowledge receipt of this Addendum via the City's website. Failure to do so may subject the proposer to disqualification.**

Sincerely,

Portia Mina, CPSM, CPPB  
Senior Buyer

## EXHIBIT I

1. Q: Does Task 5 item 6 regarding existing Fiberoptic infrastructure evaluation include all City of Irvine voice and data transmission requirements?  
A: Yes.
2. Q: What does the City currently have in place for City-wide WIFI?  
A: The City currently provides WIFI at some City-owned facilities, including City Hall and community centers.
3. Q: Will the City provide Consultant with access to pertinent areas of their GIS system/data?  
A: Yes.
4. Q: The City has conducted, or is conducting a City-wide Traffic Operation Traffic Management Study with the goal of improving mobility within the City. Will the results of the survey, and any other for formal vehicular traffic flow analysis data be available to the Consultant?  
A: The study report can be provided, other data cannot be guaranteed.
5. Q: Will the City be able to provide information relating to the existence and location of non-City owned infrastructure, such as conduit for telephone, electric, cable, fiber and/or other telecommunications networks?  
A: The City has limited access to non-City owned infrastructure. Therefore, in some instances, the City may be unable to procure certain types of information.
6. Q: Are areas of the public right-of way formally identified in planning, zoning, or other documentation?  
A: The information is contained in the City GIS system/data, please see answer to Question 3.
7. Q: Paragraph 1 of Proposed Need also mentions IoT support. Does City have any specific areas of interest that we should incorporate in our thinking?  
A: The City is interested in evaluating all IoT solutions and does not have specific areas of interest.
8. Q: Can the Bidder only BID on the Orange Great Park section and be considered or do you require the Task 4 for the City of Irvine as well?  
A: A bidder can bid on any individual task, group of tasks, or all tasks. The City will then determine which bids, or combinations thereof, if any, would satisfy the City's goals.
9. Q: Who would be the potential clients for lease opportunities for the City Wide system design?  
A: Possibly any network carriers, telecommunication companies, or collocating companies (or any combination thereof) interested in placing equipment on City-owned property. The City cannot provide an exhaustive list at this time.
10. Q: Who would be the potential clients for lease opportunities for the OC Great Park?

- A: Possibly any network carriers, telecommunication companies, or collocating companies (or any combination thereof) interested in placing equipment on City-owned property. The City cannot provide an exhaustive list at this time.
11. Q: Does your Master Plan criteria for the City Wide Cellular coverage requirements include all geographic areas within the city?  
A: Yes.
12. Q: For the City wide Cellular coverage which Carriers are desired in the Master Plan?  
A: Possibly any network carriers, telecommunication companies, or collocating companies (or any combination thereof) interested in placing equipment on City-owned property. The City cannot provide an exhaustive list at this time.
13. Q: How many existing third party sites will need to be managed for the City?  
A: There are currently 9 leased cell sites on City property.
14. Q: Is the city of Irvine in negotiations on current proposals for cellular or Wi-Fi leases or sites?  
A: The City is not currently negotiating any new cellular or Wi-Fi leases or sites on City property.
15. Q: What department within the city currently works on cellular and Wi-Fi leases in regards to new Lease/Site proposals, lease amendments, site upgrades, lease cancellations with site decommissions, and or lease sales?  
A: Leasing matters are handled through the Real Estate Division. Entitlements are the responsibility of the Community Development Planning Division.
16. Q: Of the 66 square miles for the City of Irvine, how much area is in the control of the city for lease possibilities?  
A: This RFP seeks in part to determine this answer.
17. Q: Is it possible to extend the RFP due date?  
A: No, the RFP due date cannot be extended.



January 4, 2017

TO: ALL RFP DOCUMENT HOLDERS OF RECORD

FROM: PORTIA MINA, SENIOR BUYER

SUBJECT: **ADDENDUM NO. 2 TO RFP DOCUMENTS FOR WIRELESS AND  
TELECOMMUNICATIONS CONSULTING SERVICES RFP NO. 17-1194**

This Addendum forms a part of the Request for Proposals (RFP) documents for the project identified above. All remaining portions of the RFP documents not specifically mentioned or otherwise revised by this Addendum remain in full force and effect.

The RFP documents are modified as set forth below:

1. Due Date and Time has been extended to "No Later than Thursday, January 5, 2017 at 4:00:00 pm."

**Please acknowledge receipt of this Addendum via the City's website. Failure to do so may subject the proposer to disqualification.**

Sincerely,

Portia Mina, CPSM, CPPB  
Senior Buyer

## AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into as of April 26, 2017, by and between the CITY OF IRVINE, a municipal corporation ("City"), and 1020 DIGITAL, LLC, a Delaware limited liability company, dba CONNECTED NATION EXCHANGE ("Contractor"). (The term Contractor includes professionals performing in a consulting capacity.)

### PART I

#### FUNDAMENTAL TERMS

**A. Location of Project:** The City of Irvine location(s) as set forth in PART IV, Scope of Services, included herein.

**B. Description of Services/Goods to be Provided:** Wireless and Telecommunications Consulting Services for the City of Irvine in accordance with PART IV, Scope of Services, included herein (reference RFP 17-1194).

**C. Term:** Unless terminated earlier as set forth in this Agreement, the services shall commence on May 5, 2017 ("Commencement Date") and shall continue through June 30, 2018.

**D. Party Representatives:**

D.1. The City designates the following person/officer to act on City's behalf:  
Khaled Tawfik, email: ktawfik@cityofirvine.org

D.2. The Contractor designates the following person to act on Contractor's behalf:  
Sean Broderick, email: smb@cnx.io

**E. Notices:** Contractor shall deliver all notices and other writings required to be delivered under this Agreement to City at the address set forth in Part II ("General Provisions"). The City shall deliver all notices and other writings required to be delivered to Contractor at the address set forth following Contractor's signature below.

**F. Attachments:** This Agreement incorporates by reference the following Attachments to this Agreement:

F.1.	Part I:	Fundamental Terms
F.2.	Part II:	General Provisions
F.3.	Part III:	Special Provisions
F.4.	Part IV:	Scope of Services
F.5.	Part V:	Budget

**G. Integration:** This Agreement represents the entire understanding of City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

**CITY OF IRVINE**

**1020 DIGITAL, LLC dba CONNECTED NATION EXCHANGE**

By: \_\_\_\_\_  
Grace K. Leung  
Its: Assistant City Manager

By: \_\_\_\_\_  
Its: Member

By: \_\_\_\_\_  
Sean Joyce  
Its: City Manager

Attest:

By: \_\_\_\_\_  
Molly McLaughlin  
City Clerk

APPROVED AS TO FORM:  
RUTAN & TUCKER, LLP

\_\_\_\_\_  
Jeffrey Melching

**Contractor Information**  
**Address for Notices and Payments:**

1900 Three Springs Road  
Bowling Green, KY 42101

**Attn:** Brian Medford  
**Telephone:** 202-215-0427  
**Email:** brm@cnx.io



## PART II

### GENERAL PROVISIONS

#### SECTION ONE: SERVICES OF CONTRACTOR

**1.1 Scope of Services.** In compliance with all terms and conditions of this Agreement, Contractor shall provide the goods and/or services shown on Part IV hereto ("Scope of Services"), which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.

**1.2 Changes and Additions to Scope of Services.** City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by City to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. City approval and/or payment for work claimed by Contractor as changed or additional shall not act to prevent City at any time to claim such work is covered by the Scope of Work and should be performed by Contractor without additional consideration due. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

**1.3 Standard of Performance.** Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

**1.4 Performance to Satisfaction of City.** Notwithstanding any other provision herein, Contractor agrees to perform all work to the satisfaction of City within the time specified. If City reasonably determines that the work is not satisfactory, City shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.

**1.5 Instructions from City.** In the performance of this Agreement, Contractor shall report to and receive instructions from the City's Representative designated in Paragraph D.1 of Part I ("Fundamental Terms") of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the City's Representative.

**1.6 Familiarity with Work.** By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the

facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact in writing and shall not proceed except at Contractor's risk until written instructions are received from the City's Representative.

### **1.7 Identity of Persons Performing Work.**

(A) Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services required hereunder. Any personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law.

(B) Contractor represents that the tasks and services required hereunder will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services. Contractor will exclusively determine the means, methods and details of performing the services subject to the requirements of this Agreement.

(C) This Agreement contemplates the personal services of Contractor and Contractor's employees, and it is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Contractor. Neither this Agreement nor any interest therein may be assigned by Contractor, except upon written consent of City.

**1.8 Prohibition Against Subcontracting or Assignment.** Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of City. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. In the event of any unapproved transfer, including any bankruptcy proceeding, City may void the Agreement at City's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express written consent of City.

## **SECTION TWO: INSURANCE AND INDEMNIFICATION**

**2.1 Insurance.** Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work in compliance with Section 1.8 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the contractor is required to maintain pursuant to this Section 2.1.

**2.1.1 Insurance Coverage Required.** The policies and amounts of insurance required hereunder shall be as follows:

**A. Comprehensive General Liability Insurance** which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 including completed operations and contractual liability, with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for liability arising out of Contractor's performance of this Agreement. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set forth above. If written with an aggregate, the aggregate shall be double the each occurrence limit. Such insurance shall be endorsed to:

(1) Name the City of Irvine and its employees, representatives, officers and agents (collectively hereinafter "City and City Personnel") as additional insured for claims arising out of Contractor's performance of this Agreement.

(2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

***A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.***

**B. Automobile Liability Insurance** with a limit of liability of not less than \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set above. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto." Such insurance shall be endorsed to:

(1) Name the City of Irvine and its employees, representatives, officers and agents as additional insured for claims arising out of Contractor's performance of this Agreement.

(2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

***A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.***

**C. Workers' Compensation Insurance** in accordance with the Labor Code of California and covering all employees of the Contractor providing any service in the performance of this agreement. Such insurance shall be endorsed to:

(1) Waive the insurer's right of Subrogation against the City and City Personnel.

***A statement on an insurance certificate will not be accepted in lieu of the actual endorsement unless your insurance carrier is the State of California Insurance Fund (SCIF) and the endorsement numbers 2570 and 2065 are referenced on the certificate of insurance.***

**Contractor's completion of the form attached hereto as Exhibit 1 shall be a condition precedent to Contractor's rights under this Agreement.** Should Contractor certify, pursuant to Exhibit 1, that, in the performance of the work under this Agreement, it shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, Contractor shall nonetheless maintain responsibility for requiring that any subcontractors performing work under this Agreement have and maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the work performed under this Agreement.

**D. Professional Liability Insurance** with minimum limits of \$1,000,000 each claim. Covered professional services shall include all work performed under this Agreement and delete any exclusion that may potentially affect the work to be performed.

**E. Evidence of Insurance:** Contractor shall provide to City a Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

The City project title or description MUST be included in the "Description of Operations" box on the certificate.

The City's insurance certificate tracking services provider, Exigis, LLC, will send Contractor an email message providing instructions for submitting insurance certificates and endorsements.

**Certificate Holder:**

City of Irvine, California  
c/o: Exigis LLC  
PO Box 4668 ECM #35050  
New York, NY 10168-4668

**F. Endorsements:** A statement on an insurance certificate will not be accepted in lieu of the actual endorsement. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of Contractor
4. Contain any other exclusion contrary to the Agreement.

**G. Any Deductible in Excess of \$50,000 and/or Self-Insured Retentions** must be approved in writing by the City.

**H. Acceptability of Insurers.** Each policy shall be from a company with current A.M. Best's rating of A- VII or higher and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus lines brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

**I. Insurance of Subcontractors.** Contractor shall be responsible for causing Subcontractors to maintain the same types and limits of coverage in compliance with this Agreement, including naming the City as an additional insured to the Subcontractor's policies.

**2.2 Indemnification.** Contractor shall indemnify, defend, and hold City and City Personnel harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the willful or negligent acts, errors or omissions of Contractor, its employees, agents, representatives or subcontractors which directly or indirectly relate to the work being performed or services being provided under this Agreement, whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel in connection therewith:

**2.2.1** Contractor shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.

**2.2.2** Contractor shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

**2.2.3** In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the work being performed or services being provided under this Agreement, Contractor shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

### **SECTION THREE: LEGAL RELATIONS AND RESPONSIBILITIES**

**3.1 Compliance with Laws.** Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Director of Industrial Relations of the State of California.

**3.2 Licenses, Permits, Fees and Assessments.** Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement,

and shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City thereunder.

**3.3 Covenant against Discrimination.** Contractor covenants for itself, its heirs, executors, assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, in the performance of this Agreement. Contractor further covenants and agrees to comply with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) as the same may be amended from time to time.

**3.4 Independent Contractor.** Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Neither Contractor nor any of Contractor's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the City; and neither Contractor nor any of its employees shall be paid by City time and one-half for working in excess of forty (40) hours in any one week. City is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

**3.5 Covenant against Contingent Fees.** Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**3.6 Use of Patented Materials.** Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the City harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials consistent with Section 2.2 herein.

**3.7 Proprietary Information.** All proprietary information developed specifically for City by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of City, and are confidential and shall not be made available to any person or entity without the prior written approval of City. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full

disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to City, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by City.

**3.8 Confidentiality Statement.** Firms may be required to sign a confidentiality statement before reviewing information that include but is not limited to maps, infrastructure plans, and assets that, for security and safety reasons, is not publicly available.

**3.8 Retention of Funds.** Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and all amounts for which City may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. City in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such claim or any resulting lien. The failure of City to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay City any sums Contractor owes City.

**3.9 Termination by City.** City reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from City, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by City. Contractor shall be entitled to compensation for all services rendered prior to receipt of City's notice of termination and for any services authorized in writing by City thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, City may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by City in retaining a replacement contractor and similar expenses, exceeds the Budget.

**3.10 Right to Stop Work; Termination by Contractor.** Contractor shall have the right to stop work and terminate only if City fails to timely make a payment required under the terms of the Budget. Contractor shall provide City thirty (30) day prior written notice of such claimed payment owed and City shall have an opportunity to remedy any such claimed breach during such time with no legal consequence to City. Contractor shall immediately cease all services hereunder following the thirty (30) day notice, except such services as may be specifically approved in writing by City. Contractor shall be entitled to compensation for all services rendered prior to termination and for any services authorized in writing by City thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.9 relating to City's right to take over and finish the work and Contractor's liability shall apply.

**3.11 Waiver.** No delay or omission in the exercise of any right or remedy by a nondefaulting party with respect to any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent act. A waiver by either party of any default must be in writing.

**3.12 Legal Actions.** Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the Superior Courts of the State

of California in the County of Orange, or in any other appropriate court with jurisdiction in such County, and Contractor agrees to submit to the personal jurisdiction of such court.

**3.13 Rights and Remedies are Cumulative.** Except as may be expressly set forth in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such party, at the same or different times, of any other rights or remedies to which such party may be entitled.

**3.14 Attorneys' Fees.** In any action between the parties hereto seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to have and recover from the other party its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If either party to this Agreement is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the other party, then the party so litigating shall be entitled to its reasonable attorney's fees and costs from the other party to this Agreement.

**3.15 Force Majeure.** The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of City or Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against City for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.15.

**3.16 Non-liability of City Officers and Employees.** No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by City, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

**3.17 Conflicts of Interest.**

A. No officer, official, employee, agent, representative or volunteer of City shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any federal, state or city statute, ordinance or regulation. Contractor shall not employ any such person while this Agreement is in effect.

B. Contractor represents, warrants and covenants that he, she or it presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect, Contractor shall not acquire or otherwise



obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement.

C. Contractor acknowledges that pursuant to the provisions of the Political Reform Act (Government Code section 87100 *et seq.*), City may determine Contractor to be a "Consultant" as that term is defined by the Act. In the event City makes such a determination, Contractor agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by City. In such event, Contractor further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

**3.18 Contractor Ethics.** Contractor represents and warrants that it has not provided or promised to provide any gift or other consideration, directly or indirectly, to any officer, employee, or agent of City to obtain City's approval of this Agreement. Contractor shall not, at any time, have any financial interest in this Agreement or the project that is the subject of this Agreement other than the compensation to be paid to Contractor as set forth in this Agreement. In the event the work and/or services to be performed hereunder relate to a project and/or application under consideration by or on file with the City, (i) Contractor shall not possess or maintain any business relationship with the applicant or any other person or entity which Contractor knows to have a personal stake in said project and/or application, (ii) other than performing its work and/or services to City in accordance with this Agreement Contractor shall not advocate either for or against said project and/or application, and (iii) Contractor shall immediately notify City in the event Contractor determines that Contractor has or acquires any such business relationship with the applicant or other person or entity which has a personal stake in said project and/or application. The provisions in this Section shall be applicable to all of Contractor's officers, directors, employees, and agents, and shall survive the termination of this Agreement.

**3.19 Compliance with California Unemployment Insurance Code Section 1088.8.** If Contractor is a Sole Proprietor, then prior to signing the Agreement, Contractor shall provide to the City a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. Contractor understands that pursuant to California Unemployment Insurance Code Section 1088.8, the City will report the information from Form W-9 to the State of California Employment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

**3.20 CalPERS Annuitants.** If Contractor is a California Public Employees' Retirement System ("CalPERS") annuitant, Contractor must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by Contractor. If this Agreement remains in place, Contractor shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

#### **SECTION FOUR: MISCELLANEOUS PROVISIONS**

**4.1 Records and Reports.** The City Manager of the City of Irvine or his/her designee reserves the right to perform such audits, performance reviews, and other evaluations (collectively

'audit') that relate to or concern this Agreement at any time. Contractor agrees to participate and cooperate in up to five (5) hours of meetings and interviews (at no additional cost to City), if the same are requested by the City in connection with such an audit. Further, provided that the City pays Contractor's commercially reasonable hourly rate for services, Contractor agrees to participate and cooperate in such additional meetings and interviews (in excess of five (5) hours), if the same are requested by the City in connection with such an audit. Upon request by City, Contractor shall prepare and submit to City any reports concerning Contractor's performance of the services rendered under this Agreement. City shall have access, with 72 hours **advance written notice delivered to Contractor**, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of City and shall be delivered at no cost to City upon request of City or upon the termination of this Agreement, and (ii) shall not be made available to any individual or entity without prior written approval of City. The obligations of this Section 4.1 shall survive the expiration (or earlier termination) of this Agreement for a period of three (3) years. During said three (3) year period, Contractor shall keep and maintain all records and reports related to this Agreement, and City shall have access to such records in the event any audit is required.

**4.2 Notices.** Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices to the City shall be delivered to the following address, to the attention of the City Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

<u>To City:</u>	City of Irvine One Civic Center Plaza (92606) (Hand Deliveries) P. O. Box 19575 Irvine, CA 92623-9575
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Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement, to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

**4.3 Construction and Amendment.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.

**4.4 Severability.** Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.

**4.5 Authority.** The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and

deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

**4.6 Special Provisions.** Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in Part III of this Agreement ("Special Provisions").

**4.7 Precedence.** In the event of any discrepancy between Part I ("Fundamental Terms"), Part II ("General Provisions"), Part III ("Special Provisions"), Part IV ("Scope of Services"), and/or Part V ("Budget") of this Agreement, the order of precedence shall be as follows.

- Part III
- Part II
- Part IV
- Part V
- Part I

## PART III

### SPECIAL PROVISIONS

- 1) **Business License Requirement.** Contractors who provide services for the City of Irvine within the city limits of Irvine shall obtain, within five (5) days of executing this Agreement and prior to commencing any work herein, a City of Irvine business license and shall maintain a current business license throughout the term of this Agreement.
- 2) **Additional Insurance Requirements. Insurance. PART II, GENERAL PROVISIONS, Section 2.1.1 – Insurance Coverage Required** is modified as follows:
  - A. **Comprehensive General Liability Insurance**, item (1) is replaced with the following:
    - (1) Name the City of Irvine and the Orange County Great Park Corporation and its employees, representatives, officers and agents as additional insured for claims
  - B. **Automobile Liability Insurance**, item (1) is replaced with the following:
    - (1) Name the City of Irvine and the Orange County Great Park Corporation and its employees, representatives, officers and agents as additional insured for claims arising out of Contractor's performance of this Agreement.
  - C. **Workers' Compensation Insurance**, item (1) is replaced with the following:
    - (1) Waive the insurer's right of Subrogation against the City, Orange County Great Park Corporation and City Personnel.
  - D. **Professional Liability Insurance**, is deleted in its entirety.
  - J. **Technology Errors and Omissions** is added as follows:

Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, a Technology Errors and Omissions policy, including cyber and privacy coverage with minimum limits of \$5,000,000 each claim. Covered services shall include all work performed under this Agreement and delete any exclusion that may potentially affect the work to be performed.
- 3) **Contractor Background Check Requirements.** Prior to commencing services, Contractor's workers are required to successfully pass a California Department of Justice Live Scan Fingerprinting background check ("Live Scan") performed by the City of Irvine Police Department. The Contractor shall be responsible for obtaining the Live Scan for its workers prior to performing work and shall bear the cost thereof. The City's Human Resources staff will coordinate the scheduling of the Live Scan. On the day of the Live Scan, the worker must obtain an application form from the City of Irvine Human Resources Division (located on the third floor of the Civic Center). Upon completion of the application form, the worker will be directed to the Police Department, where the Live Scan will be performed. The worker must possess a photo ID such as a Drivers License at the time of

the Live Scan. Also at the time of the Live Scan, payment must be made to the Police Department via cash or check made payable to "The City of Irvine." The cost of the Live Scan is approximately \$51. Credit cards are not accepted. The Police Department will provide the City's Human Resources Division with the results of the Live Scan. Human Resources staff will then notify the Contractor and City Representative of the results.

**PART IV**  
**SCOPE OF SERVICES**

**Services for the City of Irvine shall be performed as set forth below and in accordance with ATTACHMENT I.**

Service performance timelines are identified by Phases (1-3) as listed in **ATTACHMENT I**. The required timelines are as follows:

- Phase 1: completion within 90 days from contract commencement
- Phase 2: completion within 180 days from contract commencement
- Phase 3: completion by end of contract term

Contractor shall perform the following tasks:

Task 1: Develop Master Plan and Evaluate Cellular and Wi-Fi Opportunities Citywide

1. Evaluate current and future wireless infrastructure requirements to support cellular communications, Wi-Fi communications, and future technologies
2. Identify operational, security, and infrastructure deficiencies within the existing wireless infrastructure and recommend solutions to overcome those deficiencies
3. Develop wireless security and reliability criteria
4. Evaluate and identify opportunities for future wireless needs
5. Review available City-owned assets and infrastructure to support Networks
6. Develop proposed aesthetic threshold levels for equipment that would be used in the proposed strategy
7. Provide guidelines for reviewing carrier and network proposals for equipment placement
8. Recommend a process to handle third party operator site leasing and locating
9. Analyze the advantages and disadvantages of the various business models used to deploy and manage wireless infrastructure and make a recommendation. Potential business options should include the City-owned and managed, privately-owned and managed, and City-private partnership (hybrid) models
10. Develop an implementation strategy with cost estimates to maintain and expend capabilities
11. Propose alternative options and highlight strengths and weaknesses
12. Develop a master plan for Cellular and Wi-Fi

Task 2: Evaluate Network Infrastructure Citywide

1. Evaluate current and future network infrastructure requirements
2. Evaluate existing infrastructure and recommend design enhancements based on future needs and new technologies
3. Develop network security and reliability criteria
4. Develop an implementation strategy with cost estimates to maintain and expend capabilities
5. Evaluate and recommend network hardware and software

6. Assess the existing fiber infrastructure and recommend enhancements based current requirements and future growth
7. Develop a master plan for Network Infrastructure

Task 3: Develop a Strategy to Market, and Manage Leases Citywide

1. Provide a variety of options and alternatives for managing leases and infrastructure, including but not limited to: city self-management; third party arrangements; and other business enterprise models, and provide a cost benefit analysis and pros and cons for each
2. Market, negotiate, and manage new and existing leases
3. Develop a strategy to operate and maintain related wireless network infrastructure

## **PART V**

### **BUDGET**

**Pricing shall be as set forth below and in accordance with ATTACHMENT I.**

Included in the Budget are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with City representatives, and incidental costs incurred in performing under this Agreement. The total compensation for the Scope of Services set forth herein shall not exceed **\$346,125** including all amounts payable to Contractor for its overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subcontracts, materials, equipment, supplies, and costs arising from or due to termination of this Agreement.

**No work shall be performed in connection with this Agreement until the receipt of a signed City of Irvine Purchase Order; and no work shall be performed with a value in excess of the Purchase Order amount as the City has not authorized nor is it obligated to pay Contractor any such excess amount.**

In the event Contractor anticipates the potential need to perform services beyond those set forth herein where additional funding may be needed, Contractor shall notify City in writing allowing sufficient time for City to consider further action.

Payment for services will be made monthly on invoices deemed satisfactory to the City, with payment terms of net 30 days upon receipt of invoice. Contractor shall submit invoices within fifteen (15) days from the end of each month in which services have been provided. Contractor shall provide invoices with sufficient detail to ensure compliance with pricing as set forth in this Agreement. The information required may include: date(s) of work, hours of work, hourly rate(s), and material costs.

**The Purchase Order number must be included on all invoices, along with the City Representative's name. Failure to include this information on the invoice shall result in the return of the unpaid invoice.**

Contractors should submit invoices electronically to:

**[invoicesubmittal@cityofirvine.org](mailto:invoicesubmittal@cityofirvine.org)**

Payment by City under this Agreement shall not be deemed as a waiver of the City's right to claim at a later point that such payment was not due under the terms of this Agreement.

Pricing shall remain firm for the entire one (1) year Agreement term. Thereafter, any proposed pricing adjustment for follow-on renewal periods shall be submitted to the City Representative in writing at least ninety (90) days prior to the new Agreement term. The City reserves the right to negotiate any proposed pricing adjustment not to exceed the Bureau of Labor Statistics Consumer Price Index (CPI) data as follows: Los Angeles-Riverside-Orange County, CA; All Items; Not Seasonally Adjusted; annualized change comparing the most recent month's reported data to the same month of the prior year. (This information may be found on the U.S. Department of Labor's website at [www.bls.gov](http://www.bls.gov).)



**Exhibit 1**

**WORKERS' COMPENSATION INSURANCE CERTIFICATION**

Contract Services Description: \_\_\_\_\_

**WORKERS' COMPENSATION DECLARATION**

I hereby affirm under penalty of perjury one of the following declarations:

**(CHECK ONE APPLICABLE BOX BELOW)**

**I have and will maintain workers' compensation insurance**, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this Agreement and shall submit insurance certificates evidencing such coverage as set forth herein.

I certify that, in the performance of the work under this Agreement, **I shall not employ any person** in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the City of Irvine and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, **if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions and immediately furnish insurance certificates** evidencing such coverage as set forth herein.

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

<b>Dated:</b>	
<b>Contracting Firm:</b>	
<b>Signature:</b>	
<b>Title:</b>	
<b>Address:</b>	

# ATTACHMENT I

## Task 1: Develop Citywide Wireless Master Plan

No.	Requested Proposal Item	Bidder Response Instructions: <i>Task 4 - Develop Master Plan and Evaluate Cellular and Wi-Fi Opportunities Citywide</i>								
1.	<i>Evaluate current and future wireless infrastructure requirements to support cellular communications, Wi-Fi communications, and future technologies</i>	<p><b>Include this item with task:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Scope of services:</b></p> <p>As City consultant, CNX will perform the following processes for the proposal item in conjunction with <b>Phase I</b> of the engagement:</p> <ul style="list-style-type: none"> <li>Integration of assets into CNX Platform (wireless)</li> <li>Conduct wireless drive testing</li> <li>Perform RF propagation analysis on relevant frequency bands</li> <li>Engage with community stakeholder groups to develop needs assessment</li> <li>Conduct wireless carrier survey</li> <li>Cost benefit analysis &amp; market survey from Integrated Platform Data (“IPD”)</li> <li>Rights of Way utilization &amp; management strategies</li> <li>Coordinate department approval hierarchy</li> <li>Attend and facilitate project management meetings with all involved parties and provide documentation, correspondence, scheduling, and coordination on deliverables. Prepare and distribute meeting documentation as needed</li> </ul> <p><b>Work Material:</b></p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr style="background-color: #D3D3D3;"> <th style="width: 35%;">Deliverable(s)</th> <th style="width: 15%;">Labor Hrs</th> <th style="width: 30%;">Blended Labor Cost</th> <th style="width: 20%;">Total</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Wireless Drive Testing and Market Study</td> <td style="text-align: center;">120</td> <td style="text-align: center;">\$162.5</td> <td style="text-align: center;">\$19,500</td> </tr> </tbody> </table>	Deliverable(s)	Labor Hrs	Blended Labor Cost	Total	Wireless Drive Testing and Market Study	120	\$162.5	\$19,500
Deliverable(s)	Labor Hrs	Blended Labor Cost	Total							
Wireless Drive Testing and Market Study	120	\$162.5	\$19,500							
2.	<i>Identify operational, security, and infrastructure deficiencies within the existing wireless infrastructure and recommend solutions to overcome those deficiencies</i>	<p><b>Include this item with task:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Scope of services:</b></p> <p>As City consultant, CNX will perform the following processes for the proposal item in conjunction with <b>Phase I</b> of the engagement:</p> <ul style="list-style-type: none"> <li>Integration of assets into CNX Platform (wireless)</li> <li>Cost benefit analysis &amp; market survey from Integrated Platform Data (“IPD”)</li> <li>Rights of Way utilization &amp; management strategies</li> <li>Review City protocols with FCC “CIA” (confidentiality, integrity and availability) principals of security practices used by networks, service providers and equipment developers.</li> </ul>								

		<ul style="list-style-type: none"> <li>Attend and facilitate project management meetings with all involved parties and provide documentation, correspondence, scheduling, and coordination on deliverables. Prepare and distribute meeting documentation as needed</li> </ul> <p><b>Work Material:</b></p> <table border="1"> <thead> <tr> <th><i>Deliverable(s)</i></th> <th><i>Labor Hrs</i></th> <th><i>Blended Labor Cost</i></th> <th><i>Total</i></th> </tr> </thead> <tbody> <tr> <td>Wireless Infrastructure Study</td> <td>80</td> <td>\$162.50</td> <td>\$13,000.00</td> </tr> </tbody> </table>	<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>	Wireless Infrastructure Study	80	\$162.50	\$13,000.00
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Wireless Infrastructure Study	80	\$162.50	\$13,000.00							

3.	<i>Develop wireless security and reliability criteria</i>	<p><b>Include this item with task:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Scope of services:</b></p> <p>As City consultant, CNX will perform the following processes for the proposal item in conjunction with <b>Phase II</b> of the engagement:</p> <ul style="list-style-type: none"> <li>Creation &amp; facilitation of City security protocols with FCC “CIA” (confidentiality, integrity and availability) principals of security practices used by networks, service providers and equipment developers.</li> <li>Review legal documentation with City staff</li> <li>Coordination of citywide asset base with security protocols</li> <li>Attend and facilitate project management meetings with all involved parties and provide documentation, correspondence, scheduling, and coordination on deliverables. Prepare and distribute meeting documentation as needed</li> </ul> <p><b>Work Material:</b></p> <table border="1"> <thead> <tr> <th><i>Deliverable(s)</i></th> <th><i>Labor Hrs</i></th> <th><i>Blended Labor Cost</i></th> <th><i>Total</i></th> </tr> </thead> <tbody> <tr> <td>Citywide Security Study</td> <td>60</td> <td>\$162.50</td> <td>\$9,750.00</td> </tr> </tbody> </table>	<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>	Citywide Security Study	60	\$162.50	\$9,750.00
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Citywide Security Study	60	\$162.50	\$9,750.00							

4.	<i>Evaluate and identify opportunities for future wireless needs</i>	<p><b>Include this item with task:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Scope of services:</b></p> <p>As City consultant, CNX will perform the following processes for the proposal item in conjunction with <b>Phase I</b> of the engagement:</p> <ul style="list-style-type: none"> <li>Integration of assets into CNX Platform (wireless)</li> <li>Review relevant data from wireless carrier survey</li> <li>Cost benefit analysis &amp; market survey from Integrated Platform Data (“IPD”)</li> <li>Rights of Way utilization &amp; management strategies</li> <li>Attend and facilitate project management meetings with all involved parties and provide documentation, correspondence, scheduling, and coordination on deliverables. Prepare and distribute meeting documentation as needed</li> </ul> <p><b>Work Material:</b></p> <table border="1"> <thead> <tr> <th><i>Deliverable(s)</i></th> <th><i>Labor Hrs</i></th> <th><i>Blended Labor Cost</i></th> <th><i>Total</i></th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>				
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		Future Wireless Study	60	\$162.50	\$9,750.00								
5.	<i>Review available City-owned assets and infrastructure to support Networks</i>	<p><b>Include this item with task:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Scope of services:</b></p> <p>As City consultant, CNX will perform the following processes for the proposal item in conjunction with <b>Phase I</b> of the engagement:</p> <ul style="list-style-type: none"> <li>• Conduct inventory of city-owned assets and infrastructure</li> <li>• Integration of assets into CNX Platform (wireless)</li> <li>• Cost benefit analysis &amp; market survey from Integrated Platform Data (“IPD”)</li> <li>• Rights of Way utilization &amp; management strategies</li> <li>• Coordinate department approval hierarchy</li> <li>• Attend and facilitate project management meetings with all involved parties and provide documentation, correspondence, scheduling, and coordination on deliverables. Prepare and distribute meeting documentation as needed</li> </ul> <p><b>Work Material:</b></p> <table border="1"> <thead> <tr> <th><i>Deliverable(s)</i></th> <th><i>Labor Hrs</i></th> <th><i>Blended Labor Cost</i></th> <th><i>Total</i></th> </tr> </thead> <tbody> <tr> <td>Asset Study</td> <td>60</td> <td>\$162.50</td> <td>\$9,750.00</td> </tr> </tbody> </table>				<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>	Asset Study	60	\$162.50	\$9,750.00
<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>										
Asset Study	60	\$162.50	\$9,750.00										
6.	<i>Develop proposed aesthetic threshold levels for equipment that would be used in the proposed strategy</i>	<p><b>Include this item with task:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Scope of services:</b></p> <p>As City consultant, CNX will perform the following processes for the proposal item in conjunction with <b>Phase II</b> of the engagement:</p> <ul style="list-style-type: none"> <li>• Creation &amp; facilitation telecom aesthetic guidelines</li> <li>• Consult with wireless carriers</li> <li>• Review aesthetic design standards with City staff</li> <li>• Legal documentation review with City staff</li> <li>• Integrate ordinance approvals into online system logic and TAP</li> <li>• Integration of MNO Marketing Plan, TAP intake, Aesthetic Guidelines, Approval Hierarchy and SLAs into Permitting module</li> <li>• Integration of information into Telecom Master Plan copy</li> <li>• Coordination of citywide asset base with aesthetic design standards</li> <li>• Attend and facilitate project management meetings with all involved parties and provide documentation, correspondence, scheduling, and coordination on deliverables. Prepare and distribute meeting documentation as needed</li> </ul> <p><b>Work Material:</b></p> <table border="1"> <thead> <tr> <th><i>Deliverable(s)</i></th> <th><i>Labor Hrs</i></th> <th><i>Blended Labor Cost</i></th> <th><i>Total</i></th> </tr> </thead> <tbody> </tbody> </table>				<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>				
<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>										

		Citywide Aesthetic Design Standards	60	\$162.50	\$9,750.00								
7.	<i>Provide guidelines for reviewing carrier and network proposals for equipment placement</i>	<p><b>Include this item with task:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Scope of services:</b></p> <p>As City consultant, CNX will perform the following processes for the proposal item in conjunction with <b>Phase II</b> of the engagement:</p> <ul style="list-style-type: none"> <li>• Review current policies and procedures</li> <li>• Integrate Rights of Way management strategies with City staff</li> <li>• Implement asset marketing &amp; leasing plans from IPD</li> <li>• Implement telecom ordinance requirements with City staff</li> <li>• Creation of Master SLAs with equipment placement guidelines</li> <li>• Citywide review needed lateral fiber placement and funding programs</li> <li>• Creation of billing structure for non-city customers</li> <li>• Assign SME to task</li> <li>• Attend and facilitate project management meetings with all involved parties and provide documentation, correspondence, scheduling, and coordination on deliverables. Prepare and distribute meeting documentation as needed</li> </ul> <p><b>Work Material:</b></p> <table border="1"> <thead> <tr> <th><i>Deliverable(s)</i></th> <th><i>Labor Hrs</i></th> <th><i>Blended Labor Cost</i></th> <th><i>Total</i></th> </tr> </thead> <tbody> <tr> <td>Citywide Equipment Study</td> <td>80</td> <td>\$162.50</td> <td>\$13,000.00</td> </tr> </tbody> </table>				<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>	Citywide Equipment Study	80	\$162.50	\$13,000.00
<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>										
Citywide Equipment Study	80	\$162.50	\$13,000.00										
8.	<i>Recommend a process to handle third party operator site leasing and locating</i>	<p><b>Include this item with task:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Scope of services:</b></p> <p>As City consultant, CNX will perform the following processes for the proposal item in conjunction with <b>Phase I</b> of the engagement:</p> <ul style="list-style-type: none"> <li>• Cost benefit analysis &amp; market survey from Integrated Platform Data (“IPD”)</li> <li>• Rights of Way utilization &amp; management strategies</li> <li>• Coordinate department approval hierarchy</li> <li>• Coordinate citywide review of telecom ordinances with City</li> <li>• Coordinate citywide review of Site License Agreements (“SLAs”) with City</li> <li>• Attend and facilitate project management meetings with all involved parties and provide documentation, correspondence, scheduling, and coordination on deliverables. Prepare and distribute meeting documentation as needed</li> </ul> <p><b>Work Material:</b></p> <table border="1"> <thead> <tr> <th><i>Deliverable(s)</i></th> <th><i>Labor Hrs</i></th> <th><i>Blended Labor Cost</i></th> <th><i>Total</i></th> </tr> </thead> <tbody> </tbody> </table>				<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>				
<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>										

		Lease Analysis Report	40	\$162.50	\$6,500.00								
9.	Analyze the advantages and disadvantages of the various business models used to deploy and manage wireless infrastructure and make a recommendation. Potential business options should include the City-owned and managed, privately-owned and managed, and City-private partnership (hybrid) models	<p><b>Include this item with task: Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></b></p> <p><b>Scope of services:</b></p> <p>As City consultant, CNX will perform the following processes for the proposal item in conjunction with <b>Phase II</b> of the engagement:</p> <ul style="list-style-type: none"> <li>• Review of IPD for citywide business model report</li> <li>• Cost benefit analysis of business model options citywide</li> <li>• Review of telecom ordinance changes with industry goals</li> <li>• Review needed lateral fiber placement and funding programs for citywide integration of business models</li> <li>• Assign SME to task</li> <li>• Attend and facilitate project management meetings with all involved parties and provide documentation, correspondence, scheduling, and coordination on deliverables. Prepare and distribute meeting documentation as needed</li> </ul> <p><b>Work Material:</b></p> <table border="1"> <thead> <tr> <th><i>Deliverable(s)</i></th> <th><i>Labor Hrs</i></th> <th><i>Blended Labor Cost</i></th> <th><i>Total</i></th> </tr> </thead> <tbody> <tr> <td>Citywide Business Model Study</td> <td>60</td> <td>\$162.50</td> <td>\$9,750.00</td> </tr> </tbody> </table>				<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>	Citywide Business Model Study	60	\$162.50	\$9,750.00
<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>										
Citywide Business Model Study	60	\$162.50	\$9,750.00										
10.	Develop an implementation strategy with cost estimates to maintain and expend capabilities	<p><b>Include this item with task: Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></b></p> <p><b>Scope of services:</b></p> <p>As City consultant, CNX will perform the following processes for the proposal item in conjunction with <b>Phase III</b> of the engagement:</p> <ul style="list-style-type: none"> <li>• Review of Platform asset data</li> <li>• Review MNO Marketing Plan, TAP intake, Aesthetic Guidelines, Approval Hierarchy Ordinance and SLAs Permitting module data</li> <li>• Review Master SLA documentation</li> <li>• Review security, equipment and infrastructure study data</li> <li>• Rights of Way utilization &amp; management data</li> <li>• Create, integrate &amp; facilitate workflow into citywide cost benefit analysis report</li> <li>• Attend and facilitate project management meetings with all involved parties and provide documentation, correspondence, scheduling, and coordination on deliverables. Prepare and distribute meeting documentation as needed</li> </ul> <p><b>Work Material:</b></p> <table border="1"> <thead> <tr> <th><i>Deliverable(s)</i></th> <th><i>Labor Hrs</i></th> <th><i>Blended Labor Cost</i></th> <th><i>Total</i></th> </tr> </thead> <tbody> </tbody> </table>				<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>				
<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>										

		Citywide Cost Benefit Analysis Report	200	\$162.50	\$32,500.00								
11.	<i>Propose alternative options and highlight strengths and weaknesses</i>	<p><b>Include this item with task: Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></b></p> <p><b>Scope of services:</b></p> <p>As City consultant, CNX will perform the following processes for the proposal item in conjunction with <b>Phase II</b> of the engagement:</p> <ul style="list-style-type: none"> <li>• Cost benefit analysis &amp; market survey from IPD</li> <li>• Creation of asset marketing &amp; sales plans</li> <li>• Creation &amp; facilitation of SLAs</li> <li>• Negotiation of SLAs for carrier-neutral Smart City Kiosks</li> <li>• Creation of billing structure for non-city customers</li> <li>• Creation &amp; facilitation of telecom inspection process</li> <li>• Review citywide asset for Smart City applications implementation</li> <li>• Assign SME to task</li> <li>• Attend and facilitate project management meetings with all involved parties and provide documentation, correspondence, scheduling, and coordination on deliverables. Prepare and distribute meeting documentation as needed</li> </ul> <p><b>Work Material:</b></p> <table border="1"> <thead> <tr> <th><i>Deliverable(s)</i></th> <th><i>Labor Hrs</i></th> <th><i>Blended Labor Cost</i></th> <th><i>Total</i></th> </tr> </thead> <tbody> <tr> <td>Citywide Smart City Applications Study</td> <td>80</td> <td>\$162.50</td> <td>\$13,000.00</td> </tr> </tbody> </table>				<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>	Citywide Smart City Applications Study	80	\$162.50	\$13,000.00
<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>										
Citywide Smart City Applications Study	80	\$162.50	\$13,000.00										
12.	<i>Develop a master plan for Cellular and Wi-Fi</i>	<p><b>Include this item with task: Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></b></p> <p><b>Scope of services:</b></p> <p>As City consultant, CNX will perform the following processes for the proposal item in conjunction with <b>Phase III</b> of the engagement:</p> <ul style="list-style-type: none"> <li>• Review of Platform asset data</li> <li>• Review key stakeholder groups input</li> <li>• Review MNO Marketing Plan, TAP intake, Aesthetic Guidelines, Approval Hierarchy Ordinance and SLAs Permitting module data</li> <li>• Review Master SLA documentation</li> <li>• Review security, equipment and infrastructure study data</li> <li>• Review Rights of Way utilization &amp; management data</li> <li>• Review fiber &amp; infrastructure analysis</li> <li>• Create, integrate &amp; facilitate workflow into Infrastructure Master Plan</li> </ul>											

	<ul style="list-style-type: none"> <li>Attend and facilitate project management meetings with all involved parties and provide documentation, correspondence, scheduling, and coordination on deliverables. Prepare and distribute meeting documentation as needed</li> </ul> <p><b>Work Material:</b></p> <table border="1"> <thead> <tr> <th><i>Deliverable(s)</i></th> <th><i>Labor Hrs</i></th> <th><i>Blended Labor Cost</i></th> <th><i>Total</i></th> </tr> </thead> <tbody> <tr> <td>Citywide Wi-Fi Master Plan</td> <td>300</td> <td>\$162.50</td> <td>\$48,750.00</td> </tr> </tbody> </table>	<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>	Citywide Wi-Fi Master Plan	300	\$162.50	\$48,750.00
<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>						
Citywide Wi-Fi Master Plan	300	\$162.50	\$48,750.00						

## Task 2: Develop Citywide Infrastructure Master Plan

<b>No.</b>	<b>Requested Proposal Item</b>	<b>Bidder Response Instructions:</b> <i>Task 5 - Develop Master Plan and Evaluate Network Infrastructure Citywide</i>								
1.	<i>Evaluate current and future network infrastructure requirements</i>	<p><b>Include this item with task:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p>As City consultant, CNX will perform the following processes for the proposal item in conjunction with <b>Phase I</b> of the engagement:</p> <ul style="list-style-type: none"> <li>Integration of assets into CNX Platform (wireless)</li> <li>Cost benefit analysis &amp; market survey from Integrated Platform Data (“IPD”)</li> <li>Rights of Way utilization &amp; management strategies</li> <li>Coordinate department approval hierarchy</li> <li>Attend and facilitate project management meetings with all involved parties and provide documentation, correspondence, scheduling, and coordination on deliverables. Prepare and distribute meeting documentation as needed</li> </ul> <p><b>Work Material:</b></p> <table border="1"> <thead> <tr> <th><i>Deliverable(s)</i></th> <th><i>Labor Hrs</i></th> <th><i>Blended Labor Cost</i></th> <th><i>Total</i></th> </tr> </thead> <tbody> <tr> <td>See Item 4.1</td> <td>Included</td> <td>Included</td> <td>included</td> </tr> </tbody> </table>	<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>	See Item 4.1	Included	Included	included
<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>							
See Item 4.1	Included	Included	included							
2.	<i>Evaluate existing infrastructure and recommend design enhancements based on future needs and new technologies</i>	<p><b>Include this item with task:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Scope of services:</b></p> <p>As City consultant, CNX will perform the following processes for the proposal item in conjunction with <b>Phase II</b> of the engagement:</p> <ul style="list-style-type: none"> <li>Integrate Rights of Way management strategies with City staff</li> <li>Implement telecom ordinance requirements with City staff</li> <li>Review needed citywide lateral fiber placement and funding programs</li> <li>Review aesthetic design standards with City staff</li> <li>Legal documentation review with City staff</li> <li>Integrate ordinance approvals into online system logic and TAP</li> </ul>								



		<ul style="list-style-type: none"> <li>• Integration of MNO Marketing Plan, TAP intake, Aesthetic Guidelines, Approval Hierarchy and SLAs into Permitting module</li> <li>• Assign SME to task</li> <li>• Attend and facilitate project management meetings with all involved parties and provide documentation, correspondence, scheduling, and coordination on deliverables. Prepare and distribute meeting documentation as needed</li> </ul> <p><b>Work Material:</b></p> <table border="1"> <thead> <tr> <th><i>Deliverable(s)</i></th> <th><i>Labor Hrs</i></th> <th><i>Blended Labor Cost</i></th> <th><i>Total</i></th> </tr> </thead> <tbody> <tr> <td>See Item 5.6</td> <td>included</td> <td>included</td> <td>included</td> </tr> </tbody> </table>	<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>	See Item 5.6	included	included	included
<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>							
See Item 5.6	included	included	included							
3.	<i>Develop network security and reliability criteria</i>	<p><b>Include this item with task: Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></b></p> <p><b>Scope of services:</b></p> <p>As City consultant, CNX will perform the following processes for the proposal item in conjunction with <b>Phase II</b> of the engagement:</p> <ul style="list-style-type: none"> <li>• Creation &amp; Facilitation of City security protocols with FCC “CIA” (confidentiality, integrity and availability) principals of security practices used by networks, service providers and equipment developers.</li> <li>• Review legal documentation with City staff</li> <li>• Coordination of citywide asset base with security protocols</li> <li>• Attend and facilitate project management meetings with all involved parties and provide documentation, correspondence, scheduling, and coordination on deliverables. Prepare and distribute meeting documentation as needed</li> </ul> <p><b>Work Material:</b></p> <table border="1"> <thead> <tr> <th><i>Deliverable(s)</i></th> <th><i>Labor Hrs</i></th> <th><i>Blended Labor Cost</i></th> <th><i>Total</i></th> </tr> </thead> <tbody> <tr> <td>See Item 4.3</td> <td>included</td> <td>included</td> <td>included</td> </tr> </tbody> </table>	<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>	See Item 4.3	included	included	included
<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>							
See Item 4.3	included	included	included							
4.	<i>Develop an implementation strategy with cost estimates to maintain and expend capabilities</i>	<p><b>Include this item with task: Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></b></p> <p><b>Scope of services:</b></p> <p>As City consultant, CNX will perform the following processes for the proposal item in conjunction with <b>Phase III</b> of the engagement:</p> <ul style="list-style-type: none"> <li>• Review of Platform asset data</li> <li>• Review MNO Marketing Plan, TAP intake, Aesthetic Guidelines, Approval Hierarchy Ordinance and SLAs Permitting module data</li> <li>• Review Master SLA documentation</li> <li>• Review security, equipment and infrastructure study data</li> <li>• Rights of Way utilization &amp; management data</li> <li>• Create, integrate &amp; facilitate workflow into citywide cost benefit analysis report</li> </ul>								

		<ul style="list-style-type: none"> <li>Attend and facilitate project management meetings with all involved parties and provide documentation, correspondence, scheduling, and coordination on deliverables. Prepare and distribute meeting documentation as needed</li> </ul> <p><b>Work Material:</b></p> <table border="1"> <thead> <tr> <th><i>Deliverable(s)</i></th> <th><i>Labor Hrs</i></th> <th><i>Blended Labor Cost</i></th> <th><i>Total</i></th> </tr> </thead> <tbody> <tr> <td>See 4.10</td> <td>included</td> <td>included</td> <td>included</td> </tr> </tbody> </table>	<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>	See 4.10	included	included	included
<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>							
See 4.10	included	included	included							
5.	<i>Evaluate and recommend network hardware and software</i>	<p><b>Include this item with task:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Scope of services:</b></p> <p>As City consultant, CNX will perform the following processes for the proposal item in conjunction with <b>Phase I</b> of the engagement:</p> <ul style="list-style-type: none"> <li>Cost benefit analysis &amp; market survey from Integrated Platform Data (“IPD”)</li> <li>Integrate ordinance flow into online system logic</li> <li>Streamline Telecom Application Process (“TAP”)</li> <li>Coordinate department approval hierarchy</li> <li>Rights of Way utilization &amp; management strategies</li> <li>Coordinate review of telecom ordinances with City</li> <li>Coordinate review of Site License Agreements (“SLAs”) with City</li> <li>Attend and facilitate project management meetings with all involved parties and provide documentation, correspondence, scheduling, and coordination on deliverables. Prepare and distribute meeting documentation as needed</li> </ul> <p><b>Work Material:</b></p> <table border="1"> <thead> <tr> <th><i>Deliverable(s)</i></th> <th><i>Labor Hrs</i></th> <th><i>Blended Labor Cost</i></th> <th><i>Total</i></th> </tr> </thead> <tbody> <tr> <td>Permit Module Integration</td> <td>100</td> <td>\$162.50</td> <td>\$16,250.00</td> </tr> </tbody> </table>	<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>	Permit Module Integration	100	\$162.50	\$16,250.00
<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>							
Permit Module Integration	100	\$162.50	\$16,250.00							
6.	<i>Assess the existing fiber infrastructure and recommend enhancements based current requirements and future growth</i>	<p><b>Include this item with task:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Scope of services:</b></p> <p>As City consultant, CNX will perform the following processes for the proposal item in conjunction with <b>Phase I</b> of the engagement:</p> <ul style="list-style-type: none"> <li>Integration of assets into CNX Platform (fiber)</li> <li>Cost benefit analysis &amp; market survey from Integrated Platform Data (“IPD”)</li> <li>Rights of Way utilization &amp; management strategies</li> <li>Creation &amp; facilitation of Master SLAs</li> <li>Negotiation of SLAs for carrier-neutral fiber infrastructure and data center services</li> <li>Review of fiber funding program needs (lateral)</li> <li>Review of current billing structure for non-city customers</li> </ul>								

		<ul style="list-style-type: none"> <li>Assign SME to task</li> <li>Attend and facilitate project management meetings with all involved parties and provide documentation, correspondence, scheduling, and coordination on deliverables. Prepare and distribute meeting documentation as needed</li> </ul> <p><b>Work Material:</b></p> <table border="1"> <thead> <tr> <th><i>Deliverable(s)</i></th> <th><i>Labor Hrs</i></th> <th><i>Blended Labor Cost</i></th> <th><i>Total</i></th> </tr> </thead> <tbody> <tr> <td>Citywide Fiber Infrastructure Study</td> <td>100</td> <td>\$162.50</td> <td>\$16,250</td> </tr> </tbody> </table>	<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>	Citywide Fiber Infrastructure Study	100	\$162.50	\$16,250
<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>							
Citywide Fiber Infrastructure Study	100	\$162.50	\$16,250							
7.	<i>Develop a master plan for Network Infrastructure</i>	<p><b>Include this item with task:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Scope of services:</b></p> <p>As City consultant, CNX will perform the following processes for the proposal item in conjunction with <b>Phase III</b> of the engagement:</p> <ul style="list-style-type: none"> <li>Review of Platform asset data</li> <li>Review MNO Marketing Plan, TAP intake, Aesthetic Guidelines, Approval Hierarchy Ordinance and SLAs Permitting module data</li> <li>Review Master SLA documentation</li> <li>Review security, equipment and infrastructure study data</li> <li>Review Rights of Way utilization &amp; management data</li> <li>Review fiber &amp; infrastructure analysis</li> <li>Create, integrate &amp; facilitate workflow into a citywide Infrastructure Master Plan</li> <li>Attend and facilitate project management meetings with all involved parties and provide documentation, correspondence, scheduling, and coordination on deliverables. Prepare and distribute meeting documentation as needed</li> </ul> <p><b>Work Material:</b></p> <table border="1"> <thead> <tr> <th><i>Deliverable(s)</i></th> <th><i>Labor Hrs</i></th> <th><i>Blended Labor Cost</i></th> <th><i>Total</i></th> </tr> </thead> <tbody> <tr> <td>Citywide Infrastructure Master Plan</td> <td>300</td> <td>\$162.50</td> <td>\$48,750.00</td> </tr> </tbody> </table>	<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>	Citywide Infrastructure Master Plan	300	\$162.50	\$48,750.00
<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>							
Citywide Infrastructure Master Plan	300	\$162.50	\$48,750.00							

### Task 3: Develop Citywide Leasing Strategy

No.	Requested Proposal Item	Bidder Response Instructions: <i>Task 6 - Develop a Strategy, Market, and Manage Leases Citywide</i>
1.	<i>Provide a proposal to demonstrate how a third-party would act in the City's interest in</i>	<p><b>Include this item with task:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Scope of services:</b></p>

	<i>marketing, negotiating, and managing Wireless Network infrastructure leasing opportunities</i>	<p>As City consultant, CNX will perform the following processes for the proposal item in conjunction with <b>Phase I</b> of the engagement:</p> <ul style="list-style-type: none"> <li>• Cost benefit analysis &amp; market survey from Integrated Platform Data (“IPD”)</li> <li>• Rights of Way utilization &amp; management strategies</li> <li>• Coordinate department approval hierarchy</li> <li>• Coordinate review of telecom ordinances with City</li> <li>• Coordinate review of Site License Agreements (“SLAs”) with City</li> <li>• Attend and facilitate project management meetings with all involved parties and provide documentation, correspondence, scheduling, and coordination on deliverables. Prepare and distribute meeting documentation as needed</li> </ul> <p><b>Work Material:</b></p> <table border="1" data-bbox="540 737 1511 867"> <thead> <tr> <th><i>Deliverable(s)</i></th> <th><i>Labor Hrs</i></th> <th><i>Blended Labor Cost</i></th> <th><i>Total</i></th> </tr> </thead> <tbody> <tr> <td>Network Study</td> <td>80</td> <td>\$162.50</td> <td>\$13,000.00</td> </tr> </tbody> </table>	<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>	Network Study	80	\$162.50	\$13,000.00
<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>							
Network Study	80	\$162.50	\$13,000.00							
2.	<i>Market, negotiate, and manage new and existing leases</i>	<p><b>Include this item with task:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Scope of services:</b></p> <p>As City consultant, CNX will perform the following processes for the proposal item in conjunction with <b>Phase III</b> of the engagement:</p> <ul style="list-style-type: none"> <li>• Assign SME to task</li> <li>• Creation &amp; facilitation of Master SLAs</li> <li>• Coordination of site-walk &amp; exhibit review standards</li> <li>• Coordinate legal review standards</li> <li>• Negotiation of SLAs</li> <li>• Ongoing Consultation</li> </ul> <p><b>Work Material:</b></p> <table border="1" data-bbox="540 1440 1503 1598"> <thead> <tr> <th><i>Deliverable(s)</i></th> <th><i>Labor Hrs</i></th> <th><i>Blended Labor Cost</i></th> <th><i>Total</i></th> </tr> </thead> <tbody> <tr> <td>Citywide Lease Management</td> <td>50</td> <td>\$162.50</td> <td>\$8,125.00</td> </tr> </tbody> </table>	<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>	Citywide Lease Management	50	\$162.50	\$8,125.00
<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>							
Citywide Lease Management	50	\$162.50	\$8,125.00							

3.	<p><i>Develop a strategy to operate and maintain related wireless network infrastructure</i></p>	<p><b>Include this item with task:</b> Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p><b>Scope of services:</b></p> <p>As City consultant, CNX will perform the following processes for the proposal item in conjunction with <b>Phase III</b> of the engagement:</p> <ul style="list-style-type: none"> <li>• Review of Platform asset data</li> <li>• Review MNO Marketing Plan, TAP intake, Aesthetic Guidelines, Approval Hierarchy Ordinance and SLAs Permitting module data</li> <li>• Review Master SLA documentation</li> <li>• Review security, equipment and infrastructure study data</li> <li>• Rights of Way utilization &amp; management data</li> <li>• Create, integrate &amp; facilitate workflow in Operations Plan</li> <li>• Attend and facilitate project management meetings with all involved parties and provide documentation, correspondence, scheduling, and coordination on deliverables. Prepare and distribute meeting documentation as needed</li> </ul> <p><b>Work Material:</b></p> <table border="1" data-bbox="532 871 1528 1039"> <thead> <tr> <th><i>Deliverable(s)</i></th> <th><i>Labor Hrs</i></th> <th><i>Blended Labor Cost</i></th> <th><i>Total</i></th> </tr> </thead> <tbody> <tr> <td>Citywide Operations Plan</td> <td>300</td> <td>\$162.50</td> <td>\$48,750.00</td> </tr> </tbody> </table>	<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>	Citywide Operations Plan	300	\$162.50	\$48,750.00
<i>Deliverable(s)</i>	<i>Labor Hrs</i>	<i>Blended Labor Cost</i>	<i>Total</i>							
Citywide Operations Plan	300	\$162.50	\$48,750.00							

## **Wireless and Telecommunications Consulting Services Q&A**

### **Q. What's the urgency for bringing this Contract now, one month before presenting the IT budget and Strategic Plan?**

The development of this RFP began in the fall of 2016, and was brought to the Finance Commission at the completion of the evaluation process. The confluence of several events galvanized the need for these services. In the past several months we have received 100 applications for new cellular facilities, an unprecedented increase in the number of requests for new cell sites in the City right-of-way. Carriers have also expressed interest in 80 additional sites, which would nearly double the number of permitted sites in the City. Additionally, the first portion of the 688-acre Great Park Improvement Area will open within the next six months, driving a significant increase in park visitation. This will, in turn, increase demand for cellular, voice and data bandwidth and strain the current information and communication technology systems.

This rapid increase has presented numerous challenges and opportunities. These new sites are requested in the City right-of-way versus private property where most current sites are located. Use of the City right-of-way poses aesthetic as well implementation concerns. For instance, if all 100 sites were permitted one by one, 100 separate construction projects, including cutting into and digging underneath roadways to add underground infrastructure may be necessary. This would lead to significant traffic disruptions, deteriorate roadway integrity, increase the cost of future road maintenance and, complicate an already complex infrastructure system.

Through the use of consulting services to develop a comprehensive wireless infrastructure plan, the City has an opportunity to minimize the impact by understanding the carriers' future needs and implementing a plan to coordinate activities among carriers and build an infrastructure that provides reliable and extensive coverage to Irvine residents and businesses.

### **Q. Since only 9 of the current 200 antennas are located in City property, the City does not currently provide infrastructure. Private companies compete against each other in the market. Why should the City get involved in this line of business?**

This is correct, based on historical business and delivery models used to this point. The current trend is to develop smaller sites at closer intervals using existing structures, such as street light poles and traffic light poles in the City right-of-way. This is entirely different than the previous model, in that it requires use of public property. While the City has not sought to involve itself in the business of the carriers, their current deployments rely on City and other utility assets. The City has a duty to protect its assets and minimize its liability while supporting the deployment of new sites to provide better service to the Irvine resident, visitor and business community.

**Q. The Commission should evaluate this project as it related to the IT strategic plan. Why didn't staff present this as part of the IT Strategic Plan?**

The IT Strategic Plan is part of the fiscal year budgetary process. While this contract is related to technology, it is distinct from the City's strategic technology plan, and the technical outcome of the wireless plan will be fully integrated into the IT Plan. The urgency of this project was identified last year and staff worked diligently to bring this contract for approval in a timely manner.

**Q. Why do we need a plan? We made it thus far without a plan.**

While the City has managed to date without a wireless master plan, a number of factors have led staff to the conclusion that a plan is necessary. The increased demand for wireless bandwidth and recent changes in technology created new business models for delivering cell services.

**The Current Process/Technology**

In the past, cellular companies improved their coverage by installing macro cell towers in targeted areas. The macro sites that located large antennas in a few locations throughout the City, usually on private property where they can hide the antennas behind large structures or other screening. The City approved approximately 200 macro towers over the last 10 years.

**The New Process/Technology**

The delivery models used by cellular carriers have changed significantly. To meet the rapid demand for faster wireless connections and higher bandwidth, carriers are deploying new technology (smaller micro cell antennas in high density areas) to supplement existing macro cell towers. Telephone poles and lampposts located in the public right-of-way are highly desired by carries for these antennas. In recent months, the City has received 100 permit requests for micro antennas and staff are aware of an additional 80 requests to follow.

**The Challenge and Opportunity**

Increased requests for micro antennas, expected to reach the thousands in the near future, will create a shortage of available assets to mount the antennas. This could potentially lead to conflicts between carriers seeking to provide citywide coverage for their customers. Hiding or disguising thousands of antennas in the public right-of-way will require design standards, which do not currently exist. Additionally, cutting into and digging underneath roadways to add underground infrastructure may be necessary to

support each micro installation. With hundreds of these construction projects, the impact on traffic and roadway integrity will create challenges for residents and businesses. The City has an opportunity to coordinate activities, develop new standards, and share its assets with carriers to minimize impact on the infrastructure and streamline processes. In addition, the City can create new revenue sources to offset the maintenance cost by leasing the shared assets. Many local cities are faced with similar challenges and have recently hired consulting firms to prepare similar wireless and/or telecommunications master plans.

In particular, a wireless master plan will address the following immediate concerns:

- 1) The delivery models used by cellular carriers have changed significantly. The exponential increase of the number of sites requires planned infrastructure, including conduit, electricity and fiber, which must be run under existing roadways and rights of way. Without a plan there will be no coordination to make sure infrastructure is designed and built in an intelligent way to minimize negative impacts on infrastructure and minimize street level construction activities. A plan will help guide the City and carriers to the best deployment options for the mutual benefit of all parties.
- 2) Pending legislation seeks to change the status of wireless carriers to public utilities. There are a number of unknowns with such a designation change as it relates to their use of City assets including the right-of-way. This plan will provide the City with objective options accounting for pending legislation and its impact on the City and the City's relationship with the carriers.
- 3) Recently enacted legislation now limits the City's ability to review permit applications by carriers to only 90 days. The City's wireless ordinance must be updated to include processes that accommodate this new requirement, particularly given the number of permit applications being requested by the carriers.

**Q. Is wireless consulting services part of the current General Plan update?**

The General Plan involves land use concerns and does not have a component for wireless or wireless infrastructure planning. It is important to note that presently cellular carriers are not considered utilities for purpose of regulatory processes.

**Q. Where is the scoring chart with prices?**

The scoring chart used for evaluation compilation does not contain individual firm pricing, as this is a professional services contract versus a public works contract. Pricing for professional services contracts is rated on scale using the lowest responsive bid



amount earning the highest score with higher priced firms given a relative score based on the percentage increase over the lowest amount. Any bidder with a price more than 100% higher than the lowest bid is rated at zero for this category. The scoring chart is attached.

**Q. Should the City be doing this?**

The City has an interest in planning for the orderly deployment of privately owned and operated equipment on its infrastructure and assets. The City also has an interest in ensuring carriers are able to provide reliable coverage, and develop an expedited process to ensure permit applications are processed within State mandated timeframes. Additionally, proposed legislation makes it prudent for the City to create a reasoned approach in light of new technology and emerging laws.

**Q. Why are we doing this?**

The evolution of new business and delivery models of the carriers has led to a significant increase in cellular facility applications. This increase has implications beyond simple antenna placement, as each site requires infrastructure, such as conduit, fiber and power. In a vacuum, this can appear insignificant. In the context of multiple carriers, each needing their own individual sites, an uncoordinated process will lead to duplicative construction, detrimental impacts to City infrastructure, entitlement processing challenges, and noticeable aesthetic changes throughout the City.

Staff, being keenly aware of the City's guiding principles, seeks to address these challenges and develop a plan whereby carriers are able to expeditiously deploy new resources and the City is able to address its need for the regulatory and permitting process. Additionally, there is the opportunity to improve City infrastructure and IT systems and realize cost-recovery while assisting carriers in these deployments.

**Q. What's holding up the current 100 permit applications?**

The City has a robust existing regulatory process. The 100 requests are in different phases of review. These applications are being processed and reviewed in accordance with City policy, and State and Federal law. None are ready for final approval. The City has identified that this process can be improved, and needs to adapt to the evolving technology and carrier needs. Part of the consultant scope of work is to identify and recommend process and procedure improvements for handling future applications.

Current State and Federal regulations require cell site applications to be processed within 90 days. If the City fails to meet this deadline, its discretionary permitting rights are forfeited and the applications are deemed approved. The current City process is based on the historical, macro-site system with few applications coming through over a period of time. This allowed for a thorough review of each application by staff and the Planning Commission. The trend is towards much higher application volume. This requires a more streamlined process that may include identification of approved sites

and design standards so that applications can be processed within the 90-day mandated timeframe.

**Q. Who are the audience, customers we are serving with this plan? Who will benefit from it?**

Ultimately the residents of Irvine are the beneficiaries of this plan due to improved cellular coverage, reduced number of construction projects and traffic interruptions, ability to utilize future technologies, and improved services from mobile City staff. The creation and deployment of this plan will benefit the community at large, the City, local businesses and the carriers. This comprehensive plan will allow carriers better flexibility to deploy facilities and will help ensure coverage is reliable throughout the City. Additionally, City staff will benefit from wireless and fiber connectivity to the myriad of City facilities and City IT systems will run more efficiently across the City.

**Q. Did one of the bids include \$0 cost for the study?**

No. One bid did include a zero up-front cost to the City. However, this bid was structured on a predetermined business model with a significant revenue share for all City cell leases. This revenue share, based on the City's current cell lease revenue and projected site values would yield that firm \$360,000 per year under their proposed terms. This bid estimated the fair value of their services to be \$1,312,500, which makes this the most expensive bid received. For all eight bids received, the range of prices was \$50,000 to \$1,375,800, with four proposals at more than \$500,000.

Procurement for professional services contracts, such as this, take into account pricing. However, the evaluation process also considers each bidder's experience, qualifications, methodology and project approach. This is necessary to procure the best possible product at the best overall cost to the City. While CNX was not the least expensive option, none of the other firms provided comparable experience, qualifications, methodology or project approach. Because of this, the value of the proposal, in relation to all others received, was deemed fair and reasonable.

**Q. Can we use other vendors who can perform planning as part of their overall proposal for service?**

There are certainly many vendors who can complete components of these services. However, the City seeks unbiased, objective advice and information to make educated and well-reasoned decisions. This provider has performed the same services for other similar and larger cities. Those clients have reported they are extremely satisfied with the provider and have received positive carrier feedback from the implementation of the associated wireless and infrastructure masterplans.

**Q. Are we looking to become a competitor to the current providers?**

No. The City does not seek to be a competitor to the providers, but rather a better partner. The implications of the cellular industry's new business and delivery models require us to work in concert. The City has significant existing resources and facilities that may allow for more efficient provision of services for the providers. For instance, conduit already in the ground throughout the City may support additional uses, such as fiber for cell antennas in the right-of-way. If this is found to be a feasible option, carriers would be able to more quickly deploy their services, and the City may be able to realize cost-recovery for its deployment of this infrastructure.

**Q. How would the City's improved infrastructure help cellular carriers expand their coverage?**

City infrastructure may assist in reducing duplicative conduit, fiber and power deployments. While the carriers are well versed at identifying the areas where they need coverage, this improved infrastructure allows a mechanism to support these deployments, increasing Citywide connectivity and minimizing duplicative construction. For example, a road is often built with sewer and storm drains paved and completed. Several months later the new road is dug up to lay gas line and repaved only to be reopened to add electricity. Proper planning for the installation of conduit, fiber and power for cell facilities in the right-of-way will reduce further impacts on these roads.

**Q. Does the City currently own fiber optics?**

The City has fiber optics connecting some City facilities, traffic lights and traffic cameras. Fiber extends throughout the City, but does not currently exist Citywide.

**Q. Does the City provide Wi-Fi access today?**

City Hall, many community centers and the Orange County Great Park have some Wi-Fi coverage. The consultant's scope of work includes an analysis of expanding Wi-Fi coverage at additional City facilities.

**Q. Can IT security improve with this contract?**

Yes. The consultant's scope of work includes an analysis of options to secure City owned connections and wireless access. Security, in this context, relates to security protocols for wireless and infrastructure systems. As data travels off-site, or on non-city owned networks, additional security is necessary to protect data.

**Q. Who manages IT security and how does the City update its security?**

The City outsourced its IT services including IT security to DXC (formally HPE). This contract will address specific security planning outside the scope of the general IT service contract, such as new security devices and protocol development specifically related to fiber and wireless data transmission.

**Q. What are our neighboring cities doing about this?**

Many local cities, including Huntington Beach, Mission Viejo, Lake Forest and Tustin have recently hired consulting firms to prepare similar wireless and/or telecommunications master plans.

**Q. Has an advisory board been included as part of this process?**

Part of the process of plan development will include stakeholder outreach, including carrier representatives, members of the Irvine technology community, and other community partners, such as the Irvine Unified School District and Irvine Ranch Water District. Bringing these stakeholders together will help guide the consultant's effort in preparing a comprehensive plan for the City.

**Q. Are there advantages or disadvantages of considering the needs of the Irvine School Districts and IRWD in this Contract? Should we have their representatives in the evaluation?**

IUSD and IRWD are valued partners with City. There are certainly challenges and opportunities in considering their needs and input into this process. The City will include them as stakeholders and seek ways to include them on whatever implementation plans are developed. This will allow cost-benefit sharing of resources of mutual interest. However, they were not brought on board in development and consideration of this RFP due to the specific nature of the desired scope of work as it relates to City infrastructure planning and streamlining its entitlement process.

**Q. We have been planning land for a long time but we have not been planning technology for a long time. Our IT track record has been to spend a lot of money and hire other people. Why don't we hire experts within our community to give advice? Why isn't there input from the beginning?**

When we hire experts, we seek to hire the best qualified person or firm for the job. The community has a number of people interested in and possessing varying levels of

technological expertise. The services the City is seeking in this contract are detailed, specific and require a firm with experience and a successful track record in providing these services. The RFP was distributed to over 400 vendors, with 60 entities downloading the bid information. Additionally, several local firms were directly notified of the RFP and encouraged to participate. The results were eight proposals, which were evaluated objectively based on the tasks requested in the RFP. Staff reviewed the proposals and identified the best qualified firm to complete the work.

Scoring Chart – RFP 17-1194 Wireless and Telecommunications Consulting Services

Methodology, Project Approach, Experience and Qualifications:

Rank	Firm	Score (out of 10)
1	CNX	7.37
2	ATS	6.87
3	Magellan	6.17
4	Mobilenet	5.2
5	Smartwave	4.3
6	5 BARS	3.7
7	Mobilitie	2.7
8	Ritter Real Estate	1.87

Once the evaluation ratings were tabulated, the pricing rating was computed. 5 BARS provided only a revenue share formula, so they were given a 10 rating (the highest) for pricing at 20% weighting, giving them 2 points. The scoring with pricing:

Rank	Firm	Score (out of 10)
1	CNX	7.37
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8	Ritter Real Estate	1.87

The top three rated firms were interviewed by the ratings team, the scoring after the interviews:

Rank	Firm	Score (out of 15)
1	CNX	11.87
2	ATS	10.53
3	Magellan	7.17

## SCORING CHART