



Donald P. Wagner
Mayor

Christina Shea
Mayor Pro Tempore

Melissa Fox
Councilmember

Jeffrey Lalloway
Councilmember

Lynn Schott
Councilmember

AGENDA

CITY COUNCIL REGULAR MEETING AND SPECIAL JOINT MEETING WITH THE ORANGE COUNTY GREAT PARK BOARD

June 12, 2018

4:00 PM

Council Chamber
One Civic Center Plaza
Irvine, CA 92606



Donald P. Wagner
Chairman

Melissa Fox
Vice Chairwoman

Jeffrey Lalloway
Director

Lynn Schott
Director

Christina Shea
Director

Speaker's Card/Request to Speak: If you would like to address the City Council/Board of Directors 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/Chair in ensuring that all persons wishing to address the City Council/Board of Directors 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/Chair), 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/Chair or the City Council/Board of Directors during the course of the meeting, so please stay alert.

CALL TO ORDER

ROLL CALL

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of the Agenda and staff reports.



1. CLOSED SESSION

- 1.1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: one potential case**
- 1.2 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION: Initiation of litigation pursuant to Government Code Section 54956.9(d)(4): one potential case**
- 1.3 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1) –Orange County Catholic Worker, et al. v. Orange County, et al, United States District Court, Central District of California, Santa Ana Division, Case No. SA CV 18-0155-DOC (JDE)**
- 1.4 CONFERENCE WITH LABOR NEGOTIATORS (Pursuant to Government Code Section 54957.6) Agency Negotiators: Grace Leung, Acting City Manager, Jimmee Medina, Deputy Director of Administrative Services, Brian King, Human Resources Manager; Employee Organizations: Associated Supervisory/Administrative Personnel (ASAP)**
- 1.5 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1) – Mary Ann Gaido v. Molly McLaughlin, City Clerk of the City of Irvine, Neal Kelley, Orange County Registrar of Voters, et al., Orange County Superior Court Case No. 30-2018-00972013-CU-JR-CJC**

RECONVENE TO THE CITY COUNCIL REGULAR MEETING

PLEDGE OF ALLEGIANCE

INVOCATION

2. PRESENTATIONS

- 2.1 2/11 Marine Adoption Committee Annual Update**
- 2.2 Orange County Mosquito and Vector Control District Update**

CITY MANAGER'S REPORT

ANNOUNCEMENTS/COMMITTEE REPORTS/COUNCIL REPORTS

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

ADDITIONS AND DELETIONS

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

3. CONSENT CALENDAR

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

3.1 MINUTES

ACTION:

- 1) Approve the minutes of a special meeting of the Irvine City Council held on May 18, 2018.
- 2) Approve the minutes of a special meeting of the Irvine City Council held on May 22, 2018.
- 3) Approve the minutes of a regular meeting of the Irvine City Council held on May 22, 2018.

3.2 PROCLAMATIONS

ACTION:

Proclaim June 18-24, 2018 as Public Safety's "Amateur Radio Week."

3.3 WARRANT AND WIRE TRANSFER RESOLUTION

ACTION:

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

3.4 COMMUNITY PARTNERSHIP FUND GRANT NOMINATIONS

ACTION:

- 1) Approve Mayor Pro Tempore Shea's requests for Community Partnership Fund Grant nomination in the amount of \$1,350 to Irvine 2/11 Marine Adoption Committee in support of program costs.
- 2) Approve Councilmember Fox's requests for Community Partnership Fund Grant nominations to California Fire Museum in the amount of \$1,500, and Irvine 2/11 Marine Adoption Committee in the amount of \$1,000, both in support of program costs.
- 3) Authorize the City Manager to prepare and sign the funding agreements listed in Actions 1 and 2.

RECESS - CITY COUNCIL REGULAR MEETING

CONVENE TO THE SPECIAL JOINT MEETING

ROLL CALL

4. CITY COUNCIL / BOARD BUSINESS

4.1 CITY OF IRVINE FISCAL YEAR 2018-19 BUDGET

ACTION:

- 1) Adopt the Fiscal Year 2018-19 Budget and Strategic Business Plan.
- 2) Adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ADOPTING AND APPROVING THE APPROPRIATIONS BUDGET AND FINANCIAL POLICIES FOR THE CITY OF IRVINE FOR FISCAL YEAR 2018-19
- 3) Adopt – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2018-19
- 4) Adopt – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, AUTHORIZING FULL-TIME POSITIONS IN ACCORDANCE WITH THE PROVISIONS OF COMPENSATION RESOLUTIONS AND THE OPERATING BUDGET FOR THE 2018-19 FISCAL YEAR, AND SUPERSEDING RESOLUTION NO. 17-65, WHICH IS INCONSISTENT THEREWITH
- 5) Adopt – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ESTABLISHING THE SALARY GRADE ORDER STRUCTURE AND SALARY RANGES FOR EMPLOYEES OF THE CITY OF IRVINE, AND SUPERSEDING RESOLUTION NO. 17-70, WHICH IS INCONSISTENT THEREWITH

- 6) Direct staff to take advantage of available savings by utilizing the Public Employees Retirement System's advance payment option for Fiscal Year 2018-19.
- 7) Receive and file the 2018-2023 Strategic Technology Plan.
- 8) Acting as the Orange County Great Park Board, recommend the City Council approve the Fiscal Year 2018-19 capital and operating budgets and anticipated contracts for the Orange County Great Park, as required by the Fiscal Transparency and Reforms Act.
- 9) Acting as the Irvine City Council, approve the Fiscal Year 2018-19 capital and operating budgets and anticipated contracts for the Orange County Great Park, as required by the Fiscal Transparency and Reforms Act.
- 10) Authorize the execution of a sole source contract with Aerophile California LLC for the annual maintenance, operation, and repair of the Great Park balloon.

ADJOURNMENT - SPECIAL JOINT MEETING

RECONVENE TO THE REGULAR CITY COUNCIL MEETING

5. COUNCIL BUSINESS

5.1 RESOLUTIONS CALLING THE GENERAL MUNICIPAL ELECTION TO BE HELD NOVEMBER 6, 2018; REQUESTING CONSOLIDATION WITH THE STATEWIDE GENERAL ELECTION; AND ESTABLISHING REGULATIONS FOR CANDIDATE STATEMENTS OF QUALIFICATIONS AND THE COST THEREOF

ACTION:

- 1) Adopt – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2018, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE CITY CHARTER
- 2) Adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2018 WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE

- 3) Adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS AT A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2018
- 4) Receive and file the Temporary Non-Commercial Sign (Political Signs) Guidelines and Policy.

5.2 AWARD OF FINAL DESIGN CONTRACT FOR THE JAMBOREE PEDESTRIAN BRIDGE

ACTION:

Approve and authorize the Mayor to execute a professional services contract with T.Y. Lin International in the amount not-to-exceed \$1,344,960 for preparation of environmental and construction documents for the Jamboree Pedestrian Bridge, CIP 321601.

5.3 CONSIDER TAKING A POSITION ON ASSEMBLY BILL 1912 (RODRIGUEZ) PROPOSING AMENDED RETIREMENT RELATED LIABILITY REQUIREMENTS FOR JOINT POWERS AUTHORITIES AND ALL MEMBER AGENCIES

ACTION:

Staff recommends the City Council consider taking an Oppose Unless Amended position on Assembly Bill 1912 (Rodriguez) as amended May 9, 2018.

5.4 CONSIDERATION OF A REQUEST FROM COUNCILMEMBERS FOX AND SCHOTT FOR DISCUSSION OF HERITAGE PARK LIBRARY FUNDING

ACTION:

City Council discussion and direction.

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

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

ADJOURNMENT

NOTICE TO THE PUBLIC
LIVE BROADCASTING AND REBROADCASTING

Regular City Council meetings are broadcast live every 2nd and 4th Tuesday of the month at 4 p.m. and are replayed on Tuesdays at 4 p.m. (in weeks in which there is not a live City Council meeting), Sundays at 11 a.m., Wednesdays at 7 p.m., and Thursdays at 10 a.m. until the next City Council meeting. Regular Orange County Great Park Board meetings are broadcast live every 4th Tuesday of the month at 2 p.m. and are replayed on Tuesdays at 2 p.m. (in weeks in which there is not a live Orange County Great Park meeting) Wednesdays at 8 a.m., Thursdays at 7 p.m., and Saturdays at 7 p.m. (in weeks in which there is not a live Orange County Great Park meeting) until the next Orange County Great Park Board meeting. All broadcasts can be viewed on Cox Communications Local Access Channel 30 and U-Verse Channel 99. City Council meetings are also available via live webcast and at any time for replaying through the City's ICTV webpage at cityofirvine.org/ictv. For more information, please contact the Clerk of the Board/City Clerk's office at (949) 724-6205.

STAFF REPORTS

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

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

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

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

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

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

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

Media Types and Guidelines

1. **Written Materials/Handouts:**

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

2. Large Displays/Maps/Renderings:

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

3. Electronic Documents/Audio-Visuals:

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

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

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

CITY SERVICES TO FACILITATE ACCESS TO PUBLIC MEETINGS

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

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

CHALLENGING CITY DECISIONS

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

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

COMMUNICATION AND ELECTRONIC DEVICES

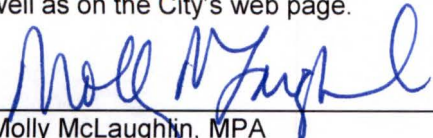
To minimize distractions, please be sure all personal communication and electronic devices are turned off or on silent mode.

MEETING SCHEDULE

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

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

I hereby certify that the agenda for the Regular City Council and Special Joint Meeting with the Orange County Great Park Board Meeting was posted in the posting book located in the Public Safety Lobby of City Hall, One Civic Center Plaza, Irvine, California on 6/7/18 by 8:00pm as well as on the City's web page.



Molly McLaughlin, MPA
City Clerk
Secretary/Clerk of the Board

CLOSED SESSION

1.1-1.5

PRESENTATIONS

2.1-2.2



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: June 12, 2018

TITLE: PRESENTATIONS



City Clerk

RECOMMENDED ACTION:

1. 2/11 Marine Adoption Committee Annual Update
2. Orange County Mosquito and Vector Control District Update

3.1



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: JUNE 12, 2018

TITLE: MINUTES



City Clerk

RECOMMENDED ACTION:

- 1) Approve the minutes of a special meeting of the Irvine City Council held on May 18, 2018.
- 2) Approve the minutes of a special meeting of the Irvine City Council held on May 22, 2018.
- 3) Approve the minutes of a regular meeting of the Irvine City Council held on May 22, 2018.



MINUTES

CITY COUNCIL SPECIAL MEETING

May 18, 2018
City Council Chamber
One Civic Center Plaza
Irvine, CA 92606

CALL TO ORDER

The special meeting of the Irvine City Council was called to order at 9:36 a.m. on May 18, 2018, 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:	Lynn Schott
		Mayor Pro Tempore	Christina Shea
		Mayor:	Donald P. Wagner

*Councilmember Lalloway arrived at 10:01 a.m.

1. CLOSED SESSION

City Attorney Melching announced the following Closed Session item:

**1.1 PUBLIC EMPLOYEE APPOINTMENT: Government Code Section
54957 - Title: City Manager**

RECESS

Mayor Wagner convened the City Council meeting to Closed Session at 9:37 a.m.

RECONVENE TO THE CITY COUNCIL MEETING

Mayor Wagner reconvened the City Council meeting at 4:33 p.m. City Attorney Melching, on behalf of the City Council, announced that no reportable action was taken in Closed Session.

ADJOURNMENT

By consensus, the City Council adjourned at 4:34 p.m. with Councilmember Fox, Mayor Pro Tempore Shea and Mayor Wagner present.

MAYOR OF THE CITY OF IRVINE

CITY CLERK OF THE CITY OF IRVINE

June 12, 2018



MINUTES

CITY COUNCIL SPECIAL MEETING

May 22, 2018
City Council Chamber
One Civic Center Plaza
Irvine, CA 92606

CALL TO ORDER

The special meeting of the Irvine City Council was called to order at 3 p.m. on May 22, 2018, in the City Council Chamber, Irvine Civic Center, One Civic Center Plaza, Irvine, California; Mayor Wagner presiding.

ROLL CALL

Present:	4	Councilmember:	Melissa Fox
		Councilmember:	Lynn Schott
		Mayor Pro Tempore:	Christina Shea
		Mayor:	Donald P. Wagner
Absent:	1	Councilmember:	Jeffrey Lalloway

1. CLOSED SESSION

City Attorney Melching announced and provided a brief description of the following Closed Session items:

- 1.1 **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (1)**
Alarcon/Perez vs. City of Irvine, OC Superior Court Case #30-2017-00898560
- 1.2 **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION:**
Initiation of litigation pursuant to Government Code Section 54956.9(d)(4): three potential cases
- 1.3 **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION:**
Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: one potential case

RECESS

Mayor Wagner convened the City Council meeting to Closed Session at 3:01 p.m.

RECONVENE TO THE CITY COUNCIL MEETING

Mayor Wagner reconvened the City Council meeting at 5:03 p.m. City Attorney Melching, on behalf of the City Council, announced that there was no reportable action taken in Closed Session on Item Nos. 1.1 and 1.3.

With respect to one of three cases referenced in Item No. 1.2, moved by Councilmember Schott, seconded by Councilmember Fox, and unanimously carried by those members present (Councilmember Lalloway absent), the City Council directed that a notice be prepared to the Orange County Fire Authority (OCFA) to indicate that the City of Irvine would leave the OCFA in 2020; and that notice will be prepared for delivery to the OCFA at the end of June unless specific interests of the City of Irvine are addressed prior to that time. There was no reportable action on the remaining two potential cases of anticipated litigation.

ADJOURNMENT

Moved by Councilmember Fox, seconded by Mayor Pro Tempore Shea, and unanimously carried by those members present (Councilmember Lalloway absent), to adjourn the special City Council meeting at 5:03 p.m.

MAYOR OF THE CITY OF IRVINE

CITY CLERK OF THE CITY OF IRVINE

June 12, 2018



MINUTES

CITY COUNCIL REGULAR MEETING

May 22, 2018
City Council Chamber
One Civic Center Plaza
Irvine, CA 92606

CALL TO ORDER

The regular meeting of the Irvine City Council was called to order at 5:05 p.m. on May 22, 2018 in the City Council Chamber, Irvine Civic Center, One Civic Center Plaza, Irvine, California; Mayor Wagner presiding.

ROLL CALL

Present:	4	Councilmember:	Melissa Fox
		Councilmember:	Lynn Schott
		Mayor Pro Tempore:	Christina Shea
		Mayor:	Donald P. Wagner

Absent:	1	Councilmember:	Jeffrey Lalloway
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PLEDGE OF ALLEGIANCE

Councilmember Schott led the Pledge of Allegiance.

INVOCATION

Pastor Chad Blake from Irvine Presbyterian Church provided the invocation.

MOMENT OF SILENCE

Mayor Wagner requested a moment of silence for those who have died in the recent shooting at Santa Fe High School in Santa Fe, Texas.

1. PRESENTATIONS

1.1 Wall of Recognition Honorees

Mayor Wagner introduced and recognized the City of Irvine's 2017 Wall of Recognition Honorees, and provided each with a plaque for their contributions to the community.

1.2 Councilmember Fox's Request for Presentation by 100 Mile Club

Councilmember Fox introduced Michelle Toulmin and Kara Lubin from 100 Mile Club, who provided a brief presentation on the organization's efforts to challenge students to run, jog, or walk 100 miles or more over the course of the school year.

CITY MANAGER'S REPORT

There was no report.

ANNOUNCEMENTS/COMMITTEE REPORTS/COUNCIL REPORTS

Councilmember Fox, as the City's representative to the Orange County Public Library (OCPL) Advisory Board, provided a brief update the Board's recent decision to use certain set-aside funds, which are specifically for additional library square footage in Irvine as specified in a May 2012 Memorandum of Understanding, for the rehabilitation of Heritage Park Library (Councilmember Fox dissented); and noted that she would request the item be agendaized for an upcoming City Council meeting to discuss the option of terminating Irvine's membership with the OCPL system.

Mayor Wagner made the following announcements:

- The City of Irvine is hosting two Memorial Day events to honor those who have given their lives while defending our nation, which include: Sunday, May 27 at 4 p.m. at the Northwood Gratitude and Honor Memorial at Northwood Community Park; and Monday, May 28 at 10 a.m. at Colonel Bill Barber Marine Corps Park Memorial. Both events are free and open to the public. For information, visit cityofirvine.org.

- The 24th annual Studio Arts Festival will be held at the Irvine Fine Arts Center on Saturday, June 2 from 9 a.m. to 5 p.m. More than 100 artists will display and sell a variety of original art, which includes: ceramics, sculpture, jewelry, painting, photography, fiber, and glass. Live music, art demonstrations, and food will also be available. Admission and parking are free. For information, visit irvinefinearts.org or call 949-724-6880.
- The Irvine Animal Care Center's annual Super Pet Adoption event will be held on Sunday, June 3 from 10 a.m. to 3 p.m. More than 40 pet rescue groups and animal shelters will bring about 600 homeless dogs, cats, rabbits, and small animals for adoption. The event includes dozens of pet-related vendors, gourmet food trucks, a silent auction, and low-cost microchipping. Suggested donation for the event is \$2 per person or \$5 per family. Parking is free. For information, call 949-724-7740 or visit irvineanimals.org.
- The Irvine Civic Center will serve as an Early Voting Service Center for the June 5 Special Municipal Election and Statewide Direct Primary. Beginning Saturday, May 26 through Monday, June 4, all registered Orange County voters are eligible to participate in on-site early voting. Additional Voting Center services include ballot replacement, same-day conditional voter registration, full-service voter assistance, and secure drive-thru vote-by-mail ballot drop-off. For information, call the City of Irvine Election Hotline at 949-724-6159 or visit ocvote.com.

Councilmember Schott expressed her appreciation to Mayor Wagner for his recent attendance at the 50th annual Special Olympics spring games.

ADDITIONS AND DELETIONS

There were no additions or deletions to the agenda.

2. CONSENT CALENDAR

ACTION: Moved by Councilmember Schott, seconded by Mayor Pro Tempore Shea, and unanimously carried to by those members present (Councilmember Lalloway absent), to approve City Council Consent Calendar Item Nos. 2.1 through 2.11.

2.1 MINUTES

ACTION:

Approved the minutes of a regular meeting of the Irvine City Council held on May 8, 2018.

2.2 PROCLAMATIONS

ACTION:

- 1) Proclaimed May 2018 as Lupus LA's "Lupus Awareness Month."
- 2) Proclaimed May 6-12, 2018 as Orange County Fire Authority's "Wildfire Awareness Week."
- 3) Proclaimed May 28 - September 3, 2018 as Orange County Fire Authority's "Drowning Prevention Awareness Water Safety Summer."
- 4) Proclaimed June 2018 as Men's Health Network's "Men's Health Month."
- 5) Proclaimed July 1, 2018 as Honor Guards of America's "National Honor Guards Day."

2.3 WARRANT AND WIRE TRANSFER RESOLUTION

ACTION:

Adopted RESOLUTION NO. 18-39 - 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 TREASURER'S REPORT FOR THE QUARTER ENDED MARCH 31, 2018

ACTION:

Received and filed the Treasurer's Report for the quarter ended March 31, 2018.

2.5 APPROVAL OF THE 2018 ANNUAL UPDATE TO THE CONSULTANT TEAM PROGRAM

ACTION:

Approved the City's 2018 annual update to the Consultant Team for professional consultant services for a one-year period from July 1, 2018 through June 30, 2019, as set forth in the Consultant Team Recommendations List; and authorized department directors to execute master contracts with the recommended Consultant Team firms.

2.6 AWARD OF CONTRACT AND BUDGET APPROPRIATION FOR SENIOR CONSULTANT FOR CULTURAL TERRACE PLANNING

ACTION:

- 1) Authorized the City Manager to award and execute a contract for a not-to-exceed amount of \$486,000 to HR&A Advisors, Inc. for business plan development and tenant planning services for Orange County Great Park Cultural Terrace Planning. **(Contract No. 10184)**
- 2) Approved a budget appropriation in the amount of \$486,000 from the Orange County Great Park unallocated fund balance for Fiscal Year 2018-19.

(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 4-0-1 (Director Lalloway absent)

2.7 AQUATICS AND ATHLETICS FACILITY RESERVATION POLICIES

ACTION:

Adopted RESOLUTION NO. 18-40 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, TO REPEAL THE COMMUNITY SERVICES DEPARTMENT'S EXISTING "PUBLIC SPORTS FACILITIES RESERVATION AND FEE POLICY" AND ADOPT A NEW COMMUNITY SERVICES DEPARTMENT "AQUATICS FACILITY RESERVATION POLICY" AND A NEW COMMUNITY SERVICES DEPARTMENT "ATHLETICS FACILITY RESERVATION POLICY"

2.8 CALIFORNIA OFFICE OF EMERGENCY MANAGEMENT DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

ACTION:

- 1) Adopted RESOLUTION NO. 18-41 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, DESIGNATING APPLICANT'S AGENT FOR THE PURPOSES OF OBTAINING STATE AND FEDERAL DISASTER ASSISTANCE
- 2) Authorized the positions of City Manager, Director of Administrative Services, and Director of Public Safety to sign and execute and the City Clerk to certify Applicant's Agent Resolution.

2.9 ANNUAL MEASURE M2 ELIGIBILITY SUBMITTAL

ACTION:

Approved and authorized staff to submit to the Orange County Transportation Authority the Measure M2 Seven-Year Capital Improvement Program covering Fiscal Years 2018-19 through 2024-25 to comply with Measure M2 eligibility criteria.

2.10 FEDERALLY FUNDED CAPITAL IMPROVEMENT PROJECTS AUTHORIZATION TO EXECUTE STATE PROGRAM AGREEMENTS

ACTION:

Adopted RESOLUTION NO. 18-42 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, AUTHORIZING THE EXECUTION OF FUNDING AGREEMENTS FOR FEDERALLY FUNDED CAPITAL IMPROVEMENT PROJECTS

2.11 COMMUNITY PARTNERSHIP FUND GRANT NOMINATIONS

ACTION:

- 1) Approved Mayor Pro Tempore Shea's requests for Community Partnership Fund Grant nominations to the following organizations in support of program costs unless otherwise noted:
 - a. Boys & Girls Club of Irvine (\$500) **(Contract No. 10185)**
 - b. Irvine Community Alliance Fund - Irvine Animal Care Center (\$500) **(Contract No. 10186)**
 - c. Lupus LA (\$500) **(Contract No. 10187)**
 - d. Orange County Veterans Memorial Park Foundation (\$500) **(Contract No. 10188)**
 - e. Woodbridge High School Athletic Boosters (\$500) **(Contract No. 10189)**
 - f. Irvine Historical Society (\$500) **(Contract No. 10190)**
- 2) Approved Councilmember Lalloway's request for Community Partnership Fund Grant nomination to the Beckman High School Athletic Booster Club in support of Beckman High School Cross Country Team (\$2,500) **(Contract No. 10191)**.
- 3) Authorized the City Manager to prepare and sign the funding agreements listed in Actions 1 and 2.

3. PUBLIC HEARINGS

3.1 **ORANGE COUNTY GREAT PARK FACILITY RESERVATION POLICY AND FEES FOR NON-ATHLETIC FACILITIES**

Ed Crofts, Manager of Community Services, presented the staff report.

Mayor Wagner opened the public hearing at 5:52 p.m. There were no requests to speak.

ACTION: Moved by Councilmember Fox, seconded by Mayor Pro Tempore Shea, and unanimously carried by those members present (Councilmember Lalloway absent), to close the public hearing at 5:53 p.m.

There was no City Council discussion.

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

- 1) Adopt RESOLUTION NO. 18-43 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, TO ADOPT THE COMMUNITY SERVICES DEPARTMENT'S "ORANGE COUNTY GREAT PARK FACILITY RESERVATION POLICY" AND TO SET RESERVATION FEES FOR CERTAIN NON-ATHLETIC FACILITIES FOR THE ORANGE COUNTY GREAT PARK
- 2) Authorize the City Manager to execute an amendment to the 2008 License Agreement with Automotive Marketing Consultants, Inc. to include the proposed Orange County Great Park Facility Reservation Policy and Fees.

4. COUNCIL BUSINESS

4.1 **FISCAL YEAR 2018-19 LANDSCAPE, LIGHTING AND PARK MAINTENANCE ASSESSMENT**

Jennifer King, Finance Administrator, presented the staff report and responded to questions. Jay Ponce, Senior Management Analyst, was also available for questions.

City Council discussion included: inquiring about the prior Consumer Price Index (CPI) adjustment; questioned the approximate increase per residential dwelling; reiterated the number of additional facilities and parks since the last CPI adjustment; expressed concern about next year's budget shortfall; reiterated the importance of analyzing true costs and

associated cost recovery while maintaining high quality of life standards; questioned how Measure C on the June 2018 ballot could impact the vote on the annual assessment in future years if the measure passed; noted the increase in population over the last few years; suggested a comprehensive matrix that would forecast maintenance and replacement costs for all City facilities, to be reviewed each year with the annual budget; and suggested light-emitting diode (LED) lighting, drought-tolerant landscaping, and other efficiencies to reduce costs.

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

Adopt RESOLUTION NO. 18-44 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS, APPROVING THE ENGINEER'S ANNUAL LEVY REPORT AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE IRVINE LANDSCAPE, LIGHTING AND PARK MAINTENANCE ASSESSMENT, FISCAL YEAR 2018-19

PUBLIC COMMENT

Stephen Berger, Irvine resident, expressed opposition to Measure B on the upcoming June 5, 2018 ballot.

ADJOURNMENT

Moved by Mayor Pro Tempore Shea, seconded by Councilmember Fox, and unanimously carried by those members present (Councilmember Lalloway absent), to adjourn the regular City Council meeting at 6:11 p.m.

MAYOR OF THE CITY OF IRVINE

June 12, 2018

CITY CLERK OF THE CITY OF IRVINE

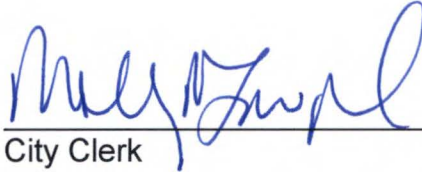
3.2



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: JUNE 12, 2018

TITLE: PROCLAMATIONS



City Clerk

RECOMMENDED ACTION:

Proclaim June 18-24, 2018 as Public Safety's "Amateur Radio Week."

 CITY OF IRVINE 

Proclamation

AMATEUR RADIO WEEK JUNE 18-24, 2018

WHEREAS, the City of Irvine has more than 800 licensed Amateur Radio Operators who have demonstrated their value in public assistance by providing emergency radio communications; and

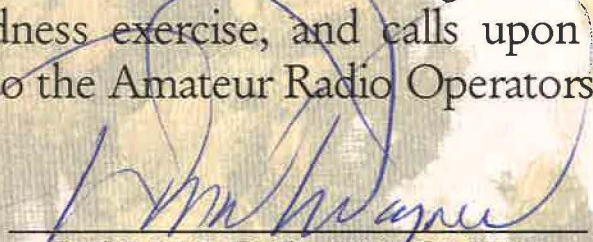
WHEREAS, many of these Amateur Radio operators regularly donate their services free of charge to the City as members of the Irvine Disaster Emergency Communications Team in the interests of the City and throughout the world; and

WHEREAS, the Irvine Disaster Emergency Communications Team provides technical expertise to the Irvine Police Department's ongoing disaster preparedness activities; and

WHEREAS, these Amateur Radio Operators are on alert for any emergency, locally or globally; and practice their communication skills during the American Radio Relay League's Field Day exercise. Field Day is the largest emergency preparedness exercise for Amateur Radio Operators with over 35,000 participants from the United States and Canada; and

WHEREAS, this year's Amateur Radio Field Day will take place on June 23, 2018.

NOW, THEREFORE, the City Council of the City of Irvine DOES HEREBY PROCLAIM the week of JUNE 18-24, 2018 as AMATEUR RADIO WEEK in recognition of this important emergency preparedness exercise, and calls upon all residents to pay appropriate tribute to the Amateur Radio Operators of our City.


DONALD P. WAGNER
MAYOR OF THE CITY OF IRVINE
JUNE 12, 2018



3.3



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: JUNE 12, 2018

TITLE: WARRANT AND WIRE TRANSFER RESOLUTION



Director of Administrative Services



City Manager

RECOMMENDED ACTION

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

EXECUTIVE SUMMARY

A detailed register of claims, the Register of Warrants and Wire Transfers, are submitted to the City Council for review and authorization on a weekly basis. Approval of the attached resolution ratifies the disbursement of funds for the period of May 16, 2018 through June 5, 2018 in accordance with Section 2-7-211 of the Irvine Municipal Code.

ATTACHMENT Warrant and Wire Transfer Resolution

CITY COUNCIL RESOLUTION NO. 18-____

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

(SEE ATTACHED)

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular
meeting held on the 12th day of June 2018.

MAYOR OF THE CITY OF IRVINE

ATTEST:

CITY CLERK OF THE CITY OF IRVINE

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

I, MOLLY MCLAUGHLIN, City Clerk of the City of Irvine, HEREBY DO CERTIFY
that the foregoing resolution was duly adopted at a regular meeting of the City Council
of the City of Irvine, held on the 12th day of June 2018.

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

CITY CLERK OF THE CITY OF IRVINE

5/16/2018 through 5/22/2018

REGISTER OF DEMANDS AND WARRANTS

Fund	Fund Description	Amount
001	GENERAL FUND	245,437.50
004	PAYROLL CLEARING FUND	2,201,913.82
005	DEVELOPMENT SERVICES FUND	88,801.73
007	SCHOOL SUPPORT FUND	2,575.00
024	BUILDING & SAFETY FUND	92,489.29
027	DEVELOPMENT ENGINEERING FUND	8,829.00
111	GAS TAX FUND	9,689.20
118	SYSTEMS DEVELOPMENT FUND	1,802.50
119	LIGHTING, LANDSCAPE & PARK MNT	219,990.90
125	COMM DEVELOP BLOCK GRANT FUND	4,040.31
128	OFFICE ON AGING PROGRAMS FUND	3,218.89
132	SLURRY SEAL SUR CHG FUND	447,654.80
180	ORANGE COUNTY GREAT PARK	141,811.37
204	CFD 2013-3 GREAT PARK	17,600.00
250	CAPITAL IMPROV PROJ FUND - CIR	80,152.58
260	CAPITAL IMPROV PROJ-NON CIRC	406,549.15
270	NORTH IRVINE TRANSP MITIGATION	1,791.25
271	IRVINE BUSINESS COMPLEX	1,080.00
286	GREAT PARK DEVELOPMENT FUND	48,671.92
501	INVENTORY	13,024.69
570	INSURANCE FUND	39,596.46
574	FLEET SERVICES FUND	43,709.51
578	MAIL & PRINT INTERNAL SERVICES	8,220.06
579	STRATEGIC TECHNOLOGY PLAN FUND	372,314.23
580	CIVIC CTR MAINT & OPERATIONS	-1,183.19
714	REASSESSMENT 12-1 FIXED RATE	21.43
716	RAD 13-1 FIXED RATE	21.43
717	RAD 04-20 PORTOLA SPR VAR RT A	21.43
718	RAD 05-21 ORCHARD HLS VAR RT	21.43
719	REASSESSMENT 85-7A VARIABLE RT	21.43
745	CFD 2005-2R COLUMBUS GROVE SP	96.43
772	RAD 15-1 FIXED RATE	21.42
781	INTERAGENCY CUSTODIAL FUND	7,901.76
	GRAND TOTAL	4,507,907.73

5/23/2018 through 5/29/2018

REGISTER OF DEMANDS AND WARRANTS

Fund	Fund Description	Amount
001	GENERAL FUND	751,311.98
004	PAYROLL CLEARING FUND	38,530.36
005	DEVELOPMENT SERVICES FUND	515,584.64
010	INFRASTRUCTURE & REHABILITAT'N	101,950.00
024	BUILDING & SAFETY FUND	11,862.30
111	GAS TAX FUND	16,672.81
114	HOME GRANT	860.00
119	LIGHTING, LANDSCAPE & PARK MNT	44,907.31
132	SLURRY SEAL SUR CHG FUND	6,622.00
154	RENEWED MEASURE M2 FAIR SHARE	214,780.00
180	ORANGE COUNTY GREAT PARK	153,009.97
219	AD 04-20 PORTOLA SPRINGS	1,100.00
250	CAPITAL IMPROV PROJ FUND - CIR	4,761.96
260	CAPITAL IMPROV PROJ-NON CIRC	157,350.02
271	IRVINE BUSINESS COMPLEX	6,500.00
286	GREAT PARK DEVELOPMENT FUND	8,961.09
501	INVENTORY	5,720.34
570	INSURANCE FUND	50,236.32
574	FLEET SERVICES FUND	39,168.12
579	STRATEGIC TECHNOLOGY PLAN FUND	56,994.11
580	CIVIC CTR MAINT & OPERATIONS	31,164.67
714	REASSESSMENT 12-1 FIXED RATE	97,168.45
716	RAD 13-1 FIXED RATE	109,785.73
717	RAD 04-20 PORTOLA SPR VAR RT A	316.82
718	RAD 05-21 ORCHARD HLS VAR RT	942.31
719	REASSESSMENT 85-7A VARIABLE RT	942.31
721	AD00-18 SHADY CNYN&TURLT ROCK	316.82
723	AD03-19 WOODBURY SER B VAR RT	942.31
724	AD 07-22 STONEGATE VAR RT A	316.81
726	AD10-23 SERIES B FR LAGUNA ALT	10,570.59
730	11-24 FIXED RT CYPRESS VILLAGE	17,032.33
731	AD07-22 GROUP 4 FIXED RATE	13,262.86
732	RAD 04-20 GROUP 3 FIXED RATE	6,537.64
735	AD03-19 WOODBURY SER A VAR RT	942.31
744	CFD 2013-3 GREAT PARK	113,603.16
745	CFD 2005-2R COLUMBUS GROVE SP	6,878.15
746	CFD 2004-1 CENTRAL PARK	212,999.60
760	AD87-8 ICD/BAKE PKWY DEBT SVC	316.82
767	AD94-15 WESTPARK II SERIES A	316.82
771	AD97-16 NORTHWEST IRVINE VARI	316.82
772	RAD 15-1 FIXED RATE	50,442.17
773	RAD 15-2 FIXED RATE	19,114.66
774	AD94-13 VARIABLE RT-OAKCREEK	316.82
775	AD97-17 LOWER PETERS CYN EAST	942.31
776	AD93-14 SPECT 6N/SPECT 7	316.82
777	RAD 05-21 G1 FIXED RATE	61,015.03
778	RAD 04-20 G4 FIXED RATE	5,853.84

5/23/2018 through 5/29/2018

REGISTER OF DEMANDS AND WARRANTS

Fund	Fund Description	Amount
779	RAD 04-20 G5 FIXED RATE	9,646.48
	GRAND TOTAL	2,959,204.79

5/30/2018 through 6/5/2018

REGISTER OF DEMANDS AND WARRANTS

Fund	Fund Description	Amount
001	GENERAL FUND	565,230.02
004	PAYROLL CLEARING FUND	961,589.32
005	DEVELOPMENT SERVICES FUND	82,829.00
024	BUILDING & SAFETY FUND	87,581.90
027	DEVELOPMENT ENGINEERING FUND	6,882.75
111	GAS TAX FUND	5,689.20
118	SYSTEMS DEVELOPMENT FUND	2,606.25
119	LIGHTING, LANDSCAPE & PARK MNT	58,259.55
125	COMM DEVELOP BLOCK GRANT FUND	520.00
126	SENIOR SERVICES FUND	24.39
128	OFFICE ON AGING PROGRAMS FUND	2,655.00
145	STRUCTURAL FIRE FUND	3,370.62
151	ASSET FORFEITURE JUSTICE DEPT	38,230.02
154	RENEWED MEASURE M2 FAIR SHARE	29,900.00
180	ORANGE COUNTY GREAT PARK	-544.62
250	CAPITAL IMPROV PROJ FUND - CIR	8,346.00
260	CAPITAL IMPROV PROJ-NON CIRC	11,202.53
270	NORTH IRVINE TRANSP MITIGATION	24,329.78
271	IRVINE BUSINESS COMPLEX	147.00
501	INVENTORY	14,884.94
570	INSURANCE FUND	39,399.68
574	FLEET SERVICES FUND	97,531.13
578	MAIL & PRINT INTERNAL SERVICES	969.64
579	STRATEGIC TECHNOLOGY PLAN FUND	484,221.46
580	CIVIC CTR MAINT & OPERATIONS	31,820.43
	GRAND TOTAL	2,557,675.99

3.4

RECEIVED
CITY OF IRVINE
CITY CLERK'S OFFICE

2018 JUN -5 AM 11:51

Memo

To: Grace Leung, Acting City Manager
From: Christina Shea, Mayor Pro Tem
Date: June 5, 2018
Re: **Community Partnership Fund Grant Nomination**



RECEIVED

JUN 05 2018

CITY OF IRVINE
CITY MANAGER'S OFFICE

In accordance with City Council Resolution No. 08-42, I am requesting the City Council approve a \$1,350 community partnership grant award to Irvine 2/11 Marine Adoption Committee in support of program costs.

The Irvine 2/11 Marine Adoption Committee provides charitable and educational activities and support for the benefit and welfare of the United States Marines and their families assigned to Camp Pendleton, California.

Should the City Council approve this request, the organization will enter into a Funding Agreement with the City that specify the grants use of funds, reporting requirements and regulatory compliance.

I would like to place this item on the June 12 City Council agenda to approve this community partnership grant award and authorize the City Manager to prepare and execute a Funding Agreement.

cc: Irvine City Council
Molly McLaughlin, City Clerk

RECEIVED
CITY OF IRVINE
CITY CLERK'S OFFICE

2018 JUN -5 PM 5:07

RECEIVED

JUN 05 2018

CITY OF IRVINE
CITY MANAGER'S OFFICE

Memo

To: Grace Leung, Acting City Manager
From: Melissa Fox, Councilmember
Date: June 5, 2018
Re: **Community Partnership Fund Grant Nominations**



In accordance with City Council Resolution No. 08-42, I am requesting the City Council approve the following community partnership grant awards:

1. California Fire Museum - \$1,500

The California Fire Museum, Inc. strives to preserve and protect the history and heritage of fire service, with special emphasis on California fire services. They are dedicated to conservation, research, restoration, education and community service.

2. Irvine 2/11 Marine Adoption Committee - \$1,000

The Irvine 2/11 Marine Adoption Committee provides charitable and educational activities and support for the benefit and welfare of the United States Marines and their families assigned to Camp Pendleton, California.

The above organizations are qualified 501(c)(3) tax-exempt organizations. Funds will be used to support program costs.

Should the City Council approve this request, the above organizations will enter into Funding Agreements with the City that specify the grants use of funds, reporting requirements and regulatory compliance.

I would like to place this item on the June 12 City Council agenda to approve these community partnership grant awards and authorize the City Manager to prepare and execute Funding Agreements.

cc: Irvine City Council
Molly McLaughlin, City Clerk

4.1



REQUEST FOR CITY COUNCIL AND GREAT PARK BOARD ACTION

MEETING DATE: JUNE 12, 2018

TITLE: CITY OF IRVINE FISCAL YEAR 2018-19 BUDGET

Director of Administrative Services

City Manager

RECOMMENDED ACTION

1. Adopt the Fiscal Year 2018-19 Budget and Strategic Business Plan.
2. Adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ADOPTING AND APPROVING THE APPROPRIATIONS BUDGET AND FINANCIAL POLICIES FOR THE CITY OF IRVINE FOR FISCAL YEAR 2018-19
3. Adopt – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2018-19
4. Adopt – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, AUTHORIZING FULL-TIME POSITIONS IN ACCORDANCE WITH THE PROVISIONS OF COMPENSATION RESOLUTIONS AND THE OPERATING BUDGET FOR THE 2018-19 FISCAL YEAR, AND SUPERSEDING RESOLUTION NO. 17-65, WHICH IS INCONSISTENT THEREWITH
5. Adopt – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ESTABLISHING THE SALARY GRADE ORDER STRUCTURE AND SALARY RANGES FOR EMPLOYEES OF THE CITY OF IRVINE, AND SUPERSEDING RESOLUTION NO. 17-70, WHICH IS INCONSISTENT THEREWITH
6. Direct staff to take advantage of available savings by utilizing the Public Employees Retirement System's advance payment option for Fiscal Year 2018-19.
7. Receive and file the 2018-2023 Strategic Technology Plan.
8. Acting as the Orange County Great Park Board, recommend the City Council approve the Fiscal Year 2018-19 capital and operating budgets and anticipated contracts for the Orange County Great Park, as required by the Fiscal Transparency and Reforms Act.

9. Acting as the Irvine City Council, approve the Fiscal Year 2018-19 capital and operating budgets and anticipated contracts for the Orange County Great Park, as required by the Fiscal Transparency and Reforms Act.
10. Authorize the execution of a sole source contract with Aerophile California LLC for the annual maintenance, operation, and repair of the Great Park balloon.

EXECUTIVE SUMMARY

The Fiscal Year (FY) 2018-19 Proposed Budget (Budget) supports the City Council's priorities of ensuring fiscal viability while providing a well-maintained and safe city, a thriving business environment, and desirable community. The City's strategic goals are designed to achieve these priorities, and the Budget allocates resources, aligns with goals and priorities, provides a high level of service to the community and ensures the City's success in the most effective and efficient manner.

COMMISSION/BOARD/COMMITTEE RECOMMENDATIONS

The recommendations from various commissions are included below:

On April 10, 2018, the City Council held a Special Budget Meeting to provide comments and direction on the FY 2018-19 Budget (Councilmembers Lalloway and Fox absent). The City's Finance Commission participated in this meeting. Discussion items included: major revenues, significant expenditure changes, Barclay Theatre, infrastructure funding, and short and long-term fiscal strategies. No formal action was taken.

On May 1, 2018, the Transportation Commission voted 4-0-1 (Chair Greenberg absent) to recommend that the City Council approve the traffic and transportation capital projects included with the proposed FY 2018-19 Capital Improvement Program Budget.

On May 16, 2018, the Community Services Commission voted 4-0-1 (Commissioner Konte absent) to recommend the City Council approve the Community Services Department FY 2018-19 Proposed General Fund Budget and the related Capital Improvement FY 2018-19 Projects with additional recommendations. Those recommendations are detailed in the attached Budget Recommendation Matrix (Attachment 1).

On May 17, 2018, the Irvine Senior Citizens Council voted 5-0-2 (Councilmembers Jones and Kim absent) to recommend the City Council approve the Community Services Department's Proposed FY 2018-19 Senior Services Budget.

On May 17, 2018, the Planning Commission voted 4-0-1 (Commissioner Bartlett absent) to approve the resolution finding the FY 2018-19 Capital Improvement Program Budget consistent with the City's General Plan.

On May 21, 2018, the Finance Commission concluded a series of four budget hearings and voted 4-0-1 (Commissioner Reyno absent) to recommend the City Council approve

the proposed FY 2018-19 Budget with additional recommendations. The additional recommendations are detailed in the attached Budget Recommendation Matrix (Attachment 1). At its April 30 meeting, the Finance Commission voted 4-0-1 (Commissioner Shute absent) to recommend the City Council receive and file the 2018-2023 Strategic Technology Plan.

ANALYSIS

With the City Council's leadership, the City continues to implement the strategic planning and forward thinking that helps the City set priorities and achieve its goals. The Budget supports the following strategic priorities:

- Maintaining essential services, including public safety, school support, community aesthetics, infrastructure, and human service programs
- Evaluating the City's Contingency Reserve fund balance against budget stabilization
- Funding infrastructure rehabilitation
- Hiring additional police officers to maintain the City's high quality police services as the City grows
- Developing and renovating parks in accordance with the approved Park Facilities Master Plan
- Recruiting and retaining high quality employees
- Innovation through the effective use of Information Technology solutions to streamline business processes and increase responsiveness to the community
- Developing new public facilities to accommodate population, program, and infrastructure growth
- Enhancing city-wide mobility
- Reducing the City's unfunded pension liability

The City of Irvine continues to grow. In developing the FY 2018-19 Budget, the following was considered:

- Population growth to 276,176 an increase of 30 percent over the last ten years
- Opening two new community centers: Portola Springs and Los Olivos
- Responding to increasing infrastructure maintenance responsibilities; 685 new trees, approximately 6.7 additional centerline miles of medians and parkways, and the cost of electricity for 100 new City street lights
- Maintaining 432 centerline lane miles of roadways, 918 acres of landscaping, 179 acres of sports fields, over 70.5 miles of off-street trails, 74,617 trees, and 6,934 acres of preserved open space

- Promoting best practices in the pursuit of facility modernization and energy efficiency. Maintaining 21 community parks, 41 neighborhood parks, 96 athletic fields, 141 sports courts, and 16 community centers and multi-use buildings, including programming for people of all ages and abilities
- Managing the high demand for development support throughout the City including: development application review, permit issuance, and plan check and inspection services

The Budget includes General Fund revenues of \$194,379,400, and transfers-in of \$5,420,097 for a total of \$199,799,497. General Fund planned operating expenditures of \$186,378,001 and transfers-out of \$13,334,460 total \$199,712,369, resulting in a balanced budget with \$87,128 remaining unappropriated. A summary of proposed FY 2018-19 General Fund revenues, expenditures, and transfers is included in Attachment 2.

Revenues

While the City still benefits from a diversified revenue base, economic indicators show signs of decelerating growth from previous years. Total General Fund revenues are anticipated to increase by \$5.5 million, or 2.8 percent from the FY 2017-18 year-end estimate. Property Tax (\$4.5 million, or 6.9 percent), and Hotel Tax (\$1.5 million, or 10.1 percent) show the greatest year-to-year increases. Sales Tax is estimated to increase by 1.2 percent when compared to FY 2017-18 estimates. These three sources make up 76 percent of General Fund Revenues. Each revenue category is discussed in detail in the Summary Budget book (Revenue Estimates section).

Transfers-In

The Budget includes transfers-in to the General Fund of \$5.4 million. These transfers include cost recovery reimbursements for development-related fees and special events in the amount of \$3 million to account for the indirect costs of citywide support. Additionally, to minimize payroll entries and promote administrative efficiency, the costs for City Council Executive Assistants working on Orange County Great Park issues are budgeted in the General Fund with a corresponding transfer-in of \$100,000 from the Orange County Great Park Fund (Fund 180). There is no net cost to the General Fund for City Council Executive Assistants' work related to the Orange County Great Park. Costs and sponsorship revenue for the Irvine Global Village Festival (IGVF) are budgeted in the General Fund. In FY 2018-19, the IGVF is proposed to be held at the Orange County Great Park. The variety of cultural activities, opportunities and experiences will bring members of the wider regional community to the Great Park. The proposed transfer of \$87,500 or 25 percent of the anticipated net cost of the festival from the Great Park Fund to the General Fund covers the Great Park's share of the IGVF costs. \$2.1 million is proposed to be transferred from the Contingency Reserve Fund and will be replenished from FY 2017-18 year-end savings. This amount includes the City Council approved funding for the first year of the Barclay Theatre HVAC expenses.

The General Fund Resources table below shows FY 2016-17 actual revenues, FY 2017-18 Adjusted Budget, FY 2017-18 year-end Estimated, and the FY 2018-19 Proposed Budget.

RESOURCES

	FY 2016-17 ACTUAL	FY 2017-18 ADJUSTED	FY 2017-18 ESTIMATED	FY 2018-19 PROPOSED
Revenues				
Sales Tax	\$ 63,063,463	\$ 64,264,000	\$ 63,819,151	\$ 64,609,782
Property Tax	59,469,593	63,468,000	65,370,163	69,902,446
Hotel Tax	12,520,113	14,666,000	14,798,856	16,293,000
Program and Service Fees	11,551,006	11,802,468	11,699,269	12,449,722
Franchise Tax	8,854,213	9,218,000	8,542,149	8,890,100
Revenue From Other Agencies	6,577,147	3,100,644	4,038,040	4,017,952
Utility Users Tax	4,558,337	4,794,000	4,685,000	4,649,369
Documentary Transfer Tax	3,956,523	4,000,000	4,482,100	4,362,066
Assessment Revenue (HID)	3,130,028	3,666,500	3,699,000	4,073,250
Fines & Forfeitures	1,394,103	1,481,621	1,200,695	1,493,000
Fees for Services	1,541,662	1,530,623	1,661,428	1,655,053
Miscellaneous	1,125,641	1,247,486	1,420,435	1,146,560
Development/Inspection Fees	354,693	322,000	344,501	327,100
Licenses & Permits	394,911	360,000	330,000	360,000
Vehicle License Fees	115,753	105,000	140,590	150,000
Sub-Total General Fund Revenue	\$ 178,607,186	\$ 184,026,342	\$ 186,231,378	\$ 194,379,400
General Fund Transfers-In (From)				
Overhead Reimbursements (005,024,027)	\$ 2,879,251	\$ 3,297,368	\$ 2,914,806	\$ 3,065,597
Fund 007 - Educational Partners	-	-	698,492	-
Fund 006 - Contingency Reserve	-	431,278	431,287	2,112,000
Fund 010 - Rehabilitation Fund	-	4,200,000	3,700,000	-
Fund 011 - Orange County Fire Authority	44,718	-	-	-
Fund 136 - Special Events	48,595	32,875	32,875	55,000
Fund 180 - OCGP	100,000	100,000	100,000	187,500
Fund 260 - Project Close Outs	5,735	66,370	-	-
Fund 570 - Self-Insurance	-	200,000	200,000	-
Sub-Total General Fund Transfers-In	\$ 3,078,300	\$ 8,327,891	\$ 8,077,460	\$ 5,420,097
TOTAL GENERAL FUND RESOURCES	\$ 181,685,486	\$ 192,354,233	\$ 194,308,838	\$ 199,799,497

Expenditures

In developing the FY 2018-19 Budget, staff worked to hold budgeted expenditures at FY 2017-18 levels by identifying cost efficiencies and only adding resources where contractually obligated and necessary to maintain service levels for the growing population. Highlights of the Budget include:

- Funding for a Facilities Condition Assessment
- Support for the new Portola and Los Olivos Community Centers
- Sweet Shade Park conversion into a central hub for disability services
- Investments in technology and innovation, including replacements of the permitting and electronic plan check systems for Community Development and the Public Safety Computer Aided Dispatch and Records Management systems

- Additional staffing in the areas of public safety, senior services, youth outreach, infrastructure construction, and landscape maintenance to maintain service levels in a growing City
- \$10.2 million in direct and indirect support to Irvine's schools. \$4 million in direct cash grants and \$6.2 million in indirect programs and services as outlined in the table below.

FY 2018-19 City of Irvine Support for Schools - Direct & Indirect	
DIRECT	
Irvine Educational Partnership Fund	\$ 2,500,000
Irvine Challenge Match Grant	1,500,000
Grad Night Support	7,000
Irvine Public Schools Foundation Gala/Auction	10,000
Direct Subtotal:	\$ 4,017,000
INDIRECT	
D.A.R.E. Program	914,092
School Resource Officer Program	1,936,002
Crossing Guard Program	1,009,372
Emergency Preparedness	71,916
Athletic Field Use (City Fields)	240,394
Pool Use	630,819
Middle School Program	879,843
High School Youth Action Team	498,311
Exploring the Great Park	25,045
Indirect Subtotal:	\$ 6,205,794
Direct and Indirect School Support Total:	\$ 10,222,794

Transfers-Out

The Budget includes transfers-out of \$13.3 million. These transfers include \$2 million in payments for the Pension Pay Down Plan in addition to the \$5 million from the Asset Management Plan, further reducing the City's unfunded liabilities; \$4 million in direct funding for the Partnership for Educational Excellence program; and \$420,000 to the Office of Aging Fund for home delivered meals, nutrition transportation, case management and home services. \$1.8 million is allocated to the Insurance Fund to keep the reserve at the 70 percent funding level set by City Council policy. Landscape, Lighting, and Park Maintenance includes \$5.1 million. Additional new park facilities and streetlights, escalating landscaping contract costs, rising utility costs, and wage and benefits have increased program expenditures, requiring additional General Fund contributions.

The table below shows FY 2016-17 actual expenditures, FY 2017-18 Adjusted Budget, FY 2017-18 Estimated Budget, and the FY 2018-19 Proposed Budget.

APPROPRIATIONS

	FY 2016-17 ACTUAL	FY 2017-18 ADJUSTED	FY 2017-18 ESTIMATED	FY 2018-19 PROPOSED
<u>Operating Appropriations</u>				
City Manager's Office	\$ 8,526,382	\$ 9,762,188	\$ 9,323,860	\$ 9,934,324
Administrative Services	7,668,978	8,529,882	8,015,388	9,135,009
Community Development	11,797,196	13,614,196	11,945,339	13,100,596
Community Services	33,149,434	38,016,227	36,985,173	38,603,422
Public Safety	70,150,318	76,464,486	75,270,718	79,805,206
Public Works	28,086,184	25,768,934	25,076,652	26,685,205
Transportation	-	3,022,452	2,601,207	3,957,209
Non-Departmental	3,283,880	3,534,875	3,483,012	3,819,938
Barclay Theatre	1,088,880	925,000	925,000	1,337,000
<i>Sub-Total Operating Appropriations</i>	\$ 163,751,252	\$ 179,638,240	\$ 173,626,348	\$ 186,377,909
<u>Operating Transfers-Out (To)</u>				
Asset Management Plan Fund	\$ 4,829,000	\$ 5,739,685	\$ 5,739,685	\$ 2,000,000
Educational Partnership Fund	4,000,000	4,000,000	4,000,000	4,000,000
Contingency Reserve	6,057,526	1,500,345	1,500,345	-
Office on Aging Programs	361,980	407,941	407,941	420,000
Capital Improvement	850,000	-	-	-
Infrastructure & Rehabilitation Fund	4,000,000	500,000	-	-
Landscape, Lighting and Park Maint	6,131,308	4,281,894	4,281,894	5,146,705
Insurance Fund	-	-	-	1,767,755
<i>Total Operating Transfers-Out</i>	\$ 26,229,814	\$ 16,429,865	\$ 15,929,865	\$ 13,334,460
TOTAL APPROPRIATIONS	\$ 189,981,066	\$ 196,068,105	\$ 189,556,213	\$ 199,712,369

Personnel

The Budget includes a net increase of 11 full-time positions over FY 2017-18. The majority of this increase is for staff directly providing services to the community and an adjustment between contract and City employees within Community Development for permitting and inspection services. With the new positions, funding is allocated for a total of 832 full-time positions. New full-time positions include:

Administrative Services

Administrative Services is proposing the addition of a Project Administrator to meet IT service goals and to better position the City to take advantage of business process efficiencies through technology. An experienced Project Administrator will assist the operating departments with complex projects such as maintenance, system upgrades, and contract management and compliance.

Community Development

Continuing management of the City's core staffing model, Community Development is proposing three new Senior Building Inspectors to assist with the increased workload. The funding for these positions will be offset by a reduction in contract expenditures for temporary inspection and permit staff. Residential and commercial construction activity both continue to exceed core staff capabilities. By adding these positions, the department can ensure quality control, consistency in inspections, and appropriate supervision of staff. The Department evaluates the mix of City and contract staffing each year. As development activity slows, attrition through retirement will provide the flexibility to adjust staffing accordingly.

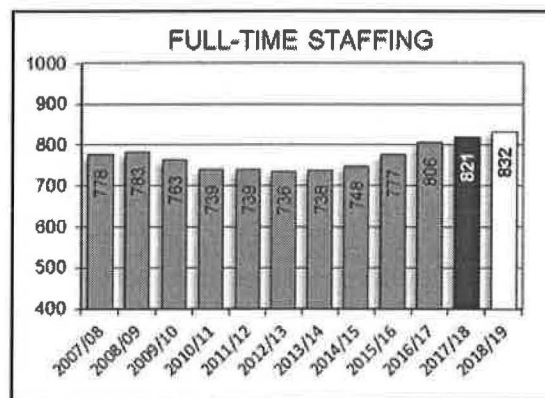
Public Safety

New positions proposed in the Public Safety Department for next year are four sworn Police Officers to maintain service levels for the growing population. Maintaining safety standards is of the highest priority to the City. In addition to law enforcement functions, community-policing activities promote public trust and confidence.

Public Works

The Public Works Department proposes three new positions: a new Lead Landscape Maintenance Technician and two new Facilities Maintenance Technicians. The positions will maintain the additional facilities and landscape maintenance efforts since the acceptance of the Sports Complex, Upper Bee, and Bosque areas at the Orange County Great Park. Facilities in these newly accepted areas include new trails and landscaping, and several new athletic fields and facilities as part of the Sports Park. The positions are funded from the Orange County Great Park Fund 180.

The chart depicts the trend over time for the City's full-time staffing.



The Position Control Resolution establishes the number of full-time positions and authorizes a total of 832 full-time positions for FY 2018-19 (Attachment 3). The Salary Grade Order Resolution establishes annual employee salary structure and ranges, reflects new classifications, and updates existing classification titles (Attachment 4). Both the Position Control Resolution and Salary Grade Order Resolution are updated annually with the Budget (Per Section 1-3-210 of the Municipal Code).

Part-time staffing is proposed to increase by 10.72 full-time equivalencies (FTE), attributable largely to the proposed increase in Community Services for the opening of the Orange County Great Park Sports Park, Portola Springs and Los Olivos Community Parks, and supporting the continuing demand for afterschool and summer programs.

Non-hourly positions have increased due to the addition of Crossing Guards (4.0 FTE).

Reserves

The City's Contingency Reserve fund is at 22.5 percent or \$42.7 million. The FY 2018-19 Proposed Budget includes a transfer-in of \$2.1 million from the Contingency Reserve fund

to close the funding gap and provide for the first year of Barclay Theatre HVAC expenses. \$2.1 million from FY 2017-18 year-end savings will offset the allocation from the reserve, to maintain a fund balance of \$42.7 million.

Sound Fiscal Practices

The Financial Policies chapter is reviewed each year to ensure the language remains in conformance with changing reporting requirements, functional responsibilities, and sound fiscal practices. This year the Revenue Policies section has been updated to reflect the November 28, 2017 City Council adopted Cost Recovery Policy for Community Services Department fees to ensure programs and services are aligned with the City's core values, vision and mission, are fiscally responsible, and supportive of a healthy, vibrant and sustainable community. Following input from the City Council, the Sole Source Procurement policy is updated for clarification and to enhance documentation requirements. Any reasonably anticipated phase or option must be included in Sole Source documents. The updated policies are included in Attachment 5.

In June 2013, the City Council adopted an Accelerated Pension Liability Paydown Plan. A component of that plan is the evaluation of the annual lump sum prepayment option offered by CalPERS. Under this option, the City would pay the estimated employer's required pension costs for the fiscal year at the beginning of July to take advantage of prepayment savings provided by CalPERS. It is estimated that taking advantage of this option would save the City approximately \$0.5 million in employer contributions for FY 2018-19. Recommended action number six authorizes staff to proceed with the prepayment option.

Capital Improvement Program

The proposed FY 2018-19 Capital Improvement Program (CIP) Budget provides for \$77.5 million in capital infrastructure improvement projects. Of this amount, \$28.9 million is dedicated to street and mobility improvements, \$34.1 million to facility improvements, \$800,000 for landscape projects, and \$11.7 million to Great Park improvements.

There are 48 CIP projects in the Proposed Budget. Highlighted major projects include:

Street & Mobility Improvements

- Alton Parkway Pavement Rehabilitation – I-5 to Technology East
- Jamboree Road Pavement Rehabilitation - Michelle to Railroad Tracks
- Jeffrey/Walnut Intersection Improvements
- JOST/I-5 Bicycle and Pedestrian Bridge
- Marine Way/OCTA Bus Base Reconstruction
- Ranch Bike Trail Rehabilitation
- Traffic Monitoring Cameras and System
- Slurry Seal and Local Streets Rehabilitation – Northwood Community
- University/Ridgeline Intersection Improvements

Facility Improvements

- Athletic court resurfacing at six parks, including Northwood, Las Lomas, Bill Barber, Homestead, Cypress and Stonegate
- Bill Barber Community Park Improvements – Parking Lot Surfacing and Softball Complex Shade Structure
- Bommer Canyon Rehabilitation
- Hicks Canyon Community Park Improvements
- Mike Ward Community Park Pickle ball Courts
- Oak Creek Community Park Improvements
- Playground Equipment Replacement at Deerfield Community Park and Hicks Canyon Community Park
- Playground Surface Rehabilitation at Heritage, Las Lomas and Valley Oak
- Ryan Lemmon Stadium Improvements
- Sweet Shade Park Universal Playground
- Underground Storage Tank Replacements

Landscape Improvements

- Hicks Canyon Wash Landscaping
- Walnut Bike Tail Landscaping

Great Park Infrastructure/Improvements

- Utility Connection Fees
- Carousel Rehabilitation
- Electrical Upgrades
- HVAC & Refrigeration Replacements
- Interior Finishes and Fixtures Replacements/Plumbing
- Light Pole Replacements
- Operations Trailer Relocation

The CIP is an extension of the Strategic Business Plan, which identifies major public improvements to the City's infrastructure over the next ten years. Although the CIP spans ten years, funds for only the first year are appropriated within the Budget, while the remaining years are used as a long-term plan for the City's capital projects.

Strategic Technology Plan

Information Technology plays a strategic role to ensure delivery of innovative, efficient and timely services to the public. The Strategic Technology Plan (STP) identifies strategic initiatives in support of each department's goals and promotes innovation and efficiency through the expanded use of cloud-based and mobile solutions. Some of the key initiatives include online digital forms, permitting, and electronic plan check systems for Community Development and the Public Safety Computer Aided Dispatch and Records Management system upgrades.

Funding for implementing the 2018-2023 Strategic Technology Plan (Attachment 6) is included in the Budget. Appropriations for future fiscal years are estimates and will be modified, as necessary, in future Strategic Technology Plan updates.

Orange County Great Park

The Fiscal Transparency and Reforms Act requires the Orange County Great Park Board (Board) to recommend, and the City Council to approve, all contracts and appropriations of funds for the Orange County Great Park. The Board and City Council are receiving this budget presentation for recommendation and approval of the FY 2018-19 Orange County Great Park operating and CIP budgets. Because this is a joint meeting, an affirmative action on this item will be reflected as both a recommendation by the Board and approval by the City Council. Attachment 7 is the detailed Great Park FY 2018-19 Proposed Operating Budget. Attachment 8 is a summary of the Great Park FY 2018-19 Proposed Operating Budget and New Capital Projects. The proposed contracts are presented in Attachment 9.

Approval of the FY 2018-19 Proposed Budget will authorize expenditures for the Great Park Fund (180) and the Great Park Development Fund (286). The Great Park Fund projected proposed revenues total \$26.6 million, summarized in the following table:

FY 2018-19 Fund 180 Proposed Revenues (<i>in millions</i>)	
Community Facilities District Proceeds	\$ 10.2
Program and Service Fees	5.9
Development Agreement Fees	2.8
Marine Way Improvement Fund	5.0
Leases	1.2
Miscellaneous and Transfers-In	1.5
Total	\$ 26.6

Proposed expenditures total \$36.3 million summarized below:

FY 2018-19 Fund 180 Proposed Expenditures (<i>in millions</i>)	
Salaries and Benefits	\$ 6.9
Services and Supplies	14.4
Capital Equipment	0.4
Transfers-out	14.6
Total	\$ 36.3

Of the \$14.6 million in transfers-out, \$9.7 million is for utility connection fees payable to Irvine Ranch Water District (IRWD), half from the unallocated Great Park Fund balance and half from Department of Finance Settlement Agreement receipts. This represents the final payment to IRWD for the 688-acre and Western Sector areas. The remaining \$4.9 million includes \$4.7 million for new and existing CIP's, the remaining \$0.2 million are transfers out to the General Fund and the Great Park Maintenance Assessment. The

proposed budget also reserves five percent of undesignated revenues for the Great Park Rehabilitation Asset Management Plan (RAMP). Staff intends to return for policy direction on adjusting the RAMP reserve based on an analysis of rehabilitation and replacement costs to be completed next year.

Key projects for FY 2018-19 include:

- Cultural Terrace Planning
- 688-Acre Final Design and Development Coordination
- Public Private Partnership Implementation (i.e. Wild Rivers Water Park and Anaheim Ducks affiliated Community Ice Facility)
- Infrastructure and CIP Design and Commencement

As forecast in the Great Park Operating Fund projection, presented to the Board over the past two years and most recently on April 24, 2018, FY 2018-19 is the second year of a deficit, which is expected to be \$9.7 million (\$10.6 million including the five percent RAMP reserve). As indicated in previous projections, this deficit is due to increases in transfers-out to the Great Park Development Fund (286) for utility connection and CIP projects and the sunsetting of a significant developer fee in FY 2017-18. The forecast indicates there are adequate reserves to cover this deficit until additional revenues come in from Secondary Maintenance anticipated to begin in FY 2022-23 based on current assumptions.

City Council approval is required for all sole source contracts in excess of \$100,000. Similar to previous years, the FY 2018-19 Budget includes a sole source contract with Aerophile California LLC in the amount of \$575,000. This contract is for day-to-day maintenance, operation, and repair of the Great Park Balloon in the amount of \$430,000, plus \$145,000 for the lifecycle replacement of critical parts. Aerophile California LLC is the manufacturer and the only source for replacement of the balloon equipment. Due to the proprietary nature of the equipment, it is not interchangeable with other manufacturers. Because Aerophile California LLC only sells direct to its customers, there are no distributors from which to obtain alternative pricing.

Adjustments

Subsequent to the development of the Budget, as proposed in the Summary and Detail budget documents previously distributed to the City Council, the following adjustments have been made to the proposed budget:

1. Includes the City Council approved funding of \$412,000 to support the first year expenditures to repair the heating, ventilation, and air conditioning system at the Irvine Barclay Theatre. This amount is funded by a transfer-in from the Contingency Reserve and will be offset at the close of FY 2017-18 with estimated year-end savings.
2. On May 22, 2018, the City Council and the Orange County Great Park Board approved the award of contract and budget appropriation for business plan development and tenant planning services for the Orange County Great Park Cultural Terrace. This appropriation will increase Planning Consultant Services in

the City Manager's Fund 180 FY 2018-19 Budget by \$486,000 and is reflected in the Great Park FY 2018-19 Proposed Contracts (Attachment 9).

3. Capital Improvement Project number 32 (Oak Creek Community Park Improvements) has been revised. \$2 million proposed for turf replacement was removed and will be appropriated after turf options are evaluated by the Community Services Commission. The revised project description is included as Attachment 10.

Implementing Resolutions

The following resolutions have been prepared for the City Council's adoption of the Budget:

- The Appropriations Limit Resolution certifying the City is in compliance with Proposition 4 (Gann Initiative) expenditure limits (Attachment 11).
- The Resolution Adopting and Approving the Appropriations Budget and Financial Policies (Attachment 11).

The resolutions are based on the Budget, as revised by the amendments discussed above.

ALTERNATIVES CONSIDERED

The City Council could adopt the Budget with modifications. Per Article X of the Irvine City Charter, the City must adopt a budget prior to the beginning of the fiscal year.

FINANCIAL IMPACT

FY 2018-19 General Fund revenues and transfers-in will be \$199,799,497, and operating expenditures and transfers-out will be \$199,712,369, representing a balanced budget that serves the community and supports the City's strategic priorities. Special Funds revenues and transfers-in will be \$305,888,563 and expenditures and transfers-out will be \$407,304,483.

REPORT PREPARED BY

Barbara Arenado, Senior Management Analyst

ATTACHMENTS

- Attachment 1: Budget Recommendation Matrix
- Attachment 2: FY 2018-19 General Fund Budget Summary
- Attachment 3: Resolution Authorizing Full-Time Positions
- Attachment 4: Resolution Establishing Salary Grade Order Structure
- Attachment 5: Financial Policies (Revised)
- Attachment 6: Strategic Technology Plan 2018-2023
- Attachment 7: Great Park (Fund 180) Proposed Operating Budget Detail
- Attachment 8: Summary of Great Park FY 2018-19 Proposed Operating Budget

City Council Meeting
Orange County Great Park Board Meeting
June 12, 2018
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Attachment 9: Great Park FY 2018-19 Proposed Contracts
Attachment 10: Revised Capital Improvement Project #32
Attachment 11: Resolution – Annual Appropriations Limit
Attachment 12: Resolution – Appropriations Budget and Financial Policies

CITY OF IRVINE
BUDGET RECOMMENDATION MATRIX
COMMISSION RECOMMENDATIONS
FY 2018-19 PROPOSED BUDGET

	Community Services Commission Recommendations to the City Council	Community Services Commission	City Manager Position
1	<p>Approve Community Services Related Capital Improvement Proposed Projects FY 2018-19, amending the CIP description of the Oak Creek Community Park improvements from:</p> <p>“Convert two existing natural turf soccer fields to <i>synthetic</i> turf” to:</p> <p>“Convert two existing natural turf soccer fields to <i>turf</i> fields” to be reviewed and approved by the Community Services Commission.</p> <p>(The Commission requested the synthetic turf item be agendized at a later date to evaluate soccer field turf options.)</p>	<p>Community Services Commission Approved 4-0-1 (Comm. Konte was absent)</p>	<p>The CIP description has been revised. Staff will agendize this item for a future Community Services commission meeting to evaluate turf options. \$2 million proposed for turf replacement is removed and will be appropriated after turf options are evaluated.</p>

CITY OF IRVINE
BUDGET RECOMMENDATION MATRIX
COMMISSION RECOMMENDATIONS
FY 2018-19 PROPOSED BUDGET

At the May 21, 2018 Finance Commission meeting, the Commission deliberated on the proposed Fiscal Year 2018-19 Budget. The Finance Commission took the following action at Monday's meeting with a 4-0-1 vote (Commissioner Reyno absent):

Recommend that the City Council adopt the proposed Fiscal Year 2018-19 Budget with the following SWOT (Strengths, Weaknesses, Opportunities, Threats) Analysis from the Finance Commission.

STRENGTHS

1. Strong staff talent
2. Fiscally sound budget process and policies
3. Stable and diversified revenues
4. Strong contingency reserve
5. Strong advisory commissions and committee structure

WEAKNESSES

1. Underestimated future costs in the Strategic Business Plan
2. Lack of transparency in revenue and expenses to and from special funds
3. Lack of analysis regarding future repair and rehabilitation costs, and funding sources to meet those needs

OPPORTUNITIES

1. Each City department create a process improvement plan using innovation to improve operations and reduce costs
2. Negotiate higher revenue sharing from the OCFA for shared fire protection services costs
3. Increase public/private partnerships to enhance utilization of City assets and Great Park facilities
4. Greater focus on implementing best practices from other cities and private businesses
5. Consider a two-year budget cycle to improve operating efficiencies
6. Centralize opportunities to seek regional, state, and federal grants
7. Establish department performance goals and budget to meet those goals

THREATS

1. Eroding sales tax revenue from the shift to online sales
2. Business regulations and minimum wage changes increasing outsourced vendor contracts

CITY OF IRVINE
BUDGET RECOMMENDATION MATRIX
COMMISSION RECOMMENDATIONS
FY 2018-19 PROPOSED BUDGET

The City Manager agrees with the Finance Commission SWOT analysis. The City is implementing several savings, strategies, and efficiencies. Improvement highlights include:

- Significant investments in strategic technology over the next three years to improve long-term productivity and enhance customer service. The enhancements include: an upgrade to electronic plan review software, enabling a shift from paper to electronic plans, replacement of the City's aging permitting system, and rollout of handheld devices for field personnel
- A comprehensive Cost Allocation Plan and Study is being performed. The primary purpose is to calculate and document the full cost of providing development service fees, included in this study are other City services fees and overhead rates. We anticipate this study to be finished this summer
- Funding is included for a citywide Facilities Condition Assessment that provides a comprehensive survey of facilities for structural and mechanical systems and will include condition assessment, replacement value, and recommendations for funding levels for recurring maintenance and rehabilitation to prevent deterioration of City facilities
- Evaluation of the City's reserves; including contingency, infrastructure and rehabilitation, and asset and rehabilitation reserves in the Orange County Great Park
- Implementation of the City Council approved new Reservation and Fee policies
- Replacement of the Computer Aided Dispatch (CAD) and Record Management System (RMS) to eliminate double data entry and saving staff time
- Citywide replacement of paper processes and moving into a digital/electronic environment through the adoption by the City Council of an electronic/digital signature policy. By incorporating digital and electronic signature options, contract management and website customer interface has been greatly improved
- Upgrade of the City's electronic content management system that allows internal and external stakeholders an easy to access and independent option of accessing City records

CITY OF IRVINE

FY 2018-19 GENERAL FUND BUDGET SUMMARY

RESOURCES	FY 2016-17	FY 2017-18	FY 2017-18	FY 2018-19
<u>Revenues</u>	ACTUAL	ADJUSTED	ESTIMATED	PROPOSED
Sales Tax	\$ 63,063,463	\$ 64,264,000	\$ 63,819,151	\$ 64,609,782
Property Tax	59,469,593	63,468,000	65,370,163	69,902,446
Hotel Tax	12,520,113	14,666,000	14,798,856	16,293,000
Program and Service Fees	11,551,006	11,802,468	11,699,269	12,449,722
Franchise Tax	8,854,213	9,218,000	8,542,149	8,890,100
Revenue From Other Agencies	6,577,147	3,100,644	4,038,040	4,017,952
Utility Users Tax	4,558,337	4,794,000	4,685,000	4,649,369
Documentary Transfer Tax	3,956,523	4,000,000	4,482,100	4,362,066
Assessment Revenue (HID)	3,130,028	3,666,500	3,699,000	4,073,250
Fines & Forfeitures	1,394,103	1,481,621	1,200,695	1,493,000
Fees for Services	1,541,662	1,530,623	1,661,428	1,655,053
Miscellaneous	1,125,641	1,247,486	1,420,435	1,146,560
Development/Inspection Fees	354,693	322,000	344,501	327,100
Licenses & Permits	394,911	360,000	330,000	360,000
Vehicle License Fees	115,753	105,000	140,590	150,000
<i>Sub-Total General Fund Revenue</i>	\$ 178,607,186	\$ 184,026,342	\$ 186,231,378	\$ 194,379,400
<u>General Fund Transfers-In (From)</u>				
Overhead Reimbursements (005,024,027)	\$ 2,879,251	\$ 3,297,368	\$ 2,914,806	\$ 3,065,597
Fund 007 - Educational Partners	-	-	698,492	-
Fund 006 - Contingency Reserve	-	431,278	431,287	2,112,000
Fund 010 - Rehabilitation Fund	-	4,200,000	3,700,000	-
Fund 011 - Orange County Fire Authority	44,718	-	-	-
Fund 136 - Special Events	48,595	32,875	32,875	55,000
Fund 180 - OCGP	100,000	100,000	100,000	187,500
Fund 260 - Project Close Outs	5,735	66,370	-	-
Fund 570 - Self-Insurance	-	200,000	200,000	-
<i>Sub-Total General Fund Transfers-In</i>	\$ 3,078,300	\$ 8,327,891	\$ 8,077,460	\$ 5,420,097
TOTAL GENERAL FUND RESOURCES	\$ 181,685,486	\$ 192,354,233	\$ 194,308,838	\$ 199,799,497
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<u>Operating Appropriations</u>	ACTUAL	ADJUSTED	ESTIMATED	PROPOSED
City Manager's Office	\$ 8,526,382	\$ 9,762,188	\$ 9,323,860	\$ 9,934,324
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Public Safety	70,150,318	76,464,486	75,270,718	79,805,206
Public Works	28,086,184	25,768,934	25,076,652	26,685,205
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Non-Departmental	3,283,880	3,534,875	3,483,012	3,819,938
Barclay Theatre	1,088,880	925,000	925,000	1,337,000
<i>Sub-Total Operating Appropriations</i>	\$ 163,751,252	\$ 179,638,240	\$ 173,626,348	\$ 186,377,909
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Educational Partnership Fund	4,000,000	4,000,000	4,000,000	4,000,000
Contingency Reserve	6,057,526	1,500,345	1,500,345	-
Office on Aging Programs	361,980	407,941	407,941	420,000
Capital Improvement	850,000	-	-	-
Infrastructure & Rehabilitation Fund	4,000,000	500,000	-	-
Landscape, Lighting and Park Maint	6,131,308	4,281,894	4,281,894	5,146,705
Insurance Fund	-	-	-	1,767,755
<i>Total Operating Transfers-Out</i>	\$ 26,229,814	\$ 16,429,865	\$ 15,929,865	\$ 13,334,460
TOTAL APPROPRIATIONS	\$ 189,981,066	\$ 196,068,105	\$ 189,556,213	\$ 199,712,369

AVAILABLE FOR ALLOCATION OR RESERVES

\$87,128

ESTIMATED CONTINGENCY RESERVE FUND

\$42,743,248

PERCENT OF GENERAL FUND ADOPTED/PROPOSED BUDGET

22.5%

ATTACHMENT 2

CITY COUNCIL RESOLUTION NO. 18-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, AUTHORIZING FULL-TIME POSITIONS IN ACCORDANCE WITH THE PROVISIONS OF COMPENSATION RESOLUTIONS AND THE OPERATING BUDGET FOR THE 2018-19 FISCAL YEAR, AND SUPERSEDING RESOLUTION NO. 17-65, WHICH IS INCONSISTENT THEREWITH

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

The City Council of the City of Irvine hereby amends the previously authorized Full-time Position Control Resolution in accordance with the provisions of June 12, 2018:

<u>CLASSIFICATION</u>	<u>FY 2018-19</u>
Accountant	2
Accounting Technician	4
Administrative Aide	4
Administrative Coordinator	6
Administrative Secretary	18
Animal Care Center Supervisor	1
Animal Care Volunteer Program Supervisor	1
Animal Services Officer	4
Animal Services Supervisor	1
Applications Programmer/Analyst	1
Aquatics Coordinator	2
Aquatics Supervisor	1
Armorer	1
Assistant City Clerk	1
Assistant City Engineer	2
Assistant City Manager	1
Assistant City Manager, Special Projects	1
Assistant Engineer	5
Assistant Planner	3
Associate Engineer	5
Associate Planner	5
Associate Transportation Analyst	1
Budget Officer	1
Building Inspection Supervisor	4
Building Inspector	2
Business Services Administrator	2

ATTACHMENT 3

CLASSIFICATION	FY 2018-19
Buyer	2
Capital Improvement Program Administrator	1
Chief Information Officer	1
Chief Veterinarian	1
City Clerk	1
City Manager	1
Civilian Investigator I	2
Civilian Investigator II	8
Code Enforcement Supervisor	1
Code Enforcement Technician	1
Communications Bureau Supervisor	1
Community Services Administrator	2
Community Services Program Coordinator	34
Community Services Specialist	21
Community Services Superintendent	8
Community Services Supervisor	16
Construction Inspection Supervisor	1
Construction Inspector	1
Council Services Manager	1
Crime Analyst	1
Deputy Building Official	1
Deputy City Clerk I	1
Deputy City Clerk II	1
Deputy City Manager	1
Deputy Director, Administrative Services	1
Deputy Director, Community Development	1
Deputy Director, Community Services	1
Deputy Director, Public Safety/Police Chief	1
Deputy Director, Public Works	1
Director of Administrative Services	1
Director of Community Development	1
Director of Community Services	1
Director of Orange County Great Park	1
Director of Public Affairs and Communications	1
Director of Public Safety/Chief of Police	1
Director of Public Works	1
Director of Transportation	1
Emergency Management Administrator	1
Engineering Technician	2
Environmental Programs Administrator	1
Equipment Mechanic	1

CLASSIFICATION	FY 2018-19
Equipment Operator I	5
Equipment Operator II	2
Executive Coordinator	1
Executive Secretary	3
Facilities Maintenance Specialist	4
Facilities Maintenance Superintendent	1
Facilities Maintenance Supervisor	2
Facilities Maintenance Technician	11
Facilities Reservations Coordinator	1
Finance Administrator	1
Finance Officer	1
Fleet Services Superintendent	1
Fleet Services Supervisor	1
FOR Families Specialist	1
Forensic Specialist I	1
Forensic Specialist II	4
Forensic Supervisor	1
GIS Analyst	1
GIS Supervisor	1
Great Park Project Administrator	1
Great Park Property Administrator	1
HRIS Specialist	1
Human Resources Administrator	1
Human Resources Analyst I	2
Human Resources Analyst II	1
Human Resources Specialist	3
Information Specialist	3
Information Technology Administrator	1
Landscape Contract Specialist	2
Landscape Maintenance Specialist	11
Landscape Maintenance Superintendent	1
Landscape Maintenance Supervisor	5
Lead Accounting Technician	1
Lead Facilities Maintenance Technician	4
Lead Information Specialist	2
Lead Landscape Maintenance Technician	6
Lead Mail Coordinator	1
Lead Permit Specialist	1
Lead Street Maintenance Technician	7
License Specialist	3
Mail Coordinator	1

CLASSIFICATION	FY 2018-19
Management Analyst I	7
Management Analyst II	8
Manager, Advance Planning	1
Manager, Budget & Business Planning	1
Manager, Building & Safety/Chief Building Official	1
Manager, Community Services	4
Manager, Engineering/City Engineer	1
Manager, Facilities Maintenance & Rehabilitation	1
Manager, Fiscal Services	1
Manager, Human Resources	1
Manager, Neighborhood Services	1
Manager, Public Services	1
Manager, Great Park Planning & Development	1
Master Facilities Maintenance Specialist	1
Media Services Coordinator	2
Media Services Specialist	2
Multimedia Specialist, IPD	1
Municipal Records Administrator	1
Office Specialist	2
Para-Transit Driver	4
Payroll Specialist	1
Payroll Supervisor	1
Permit Services Supervisor	1
Permit Specialist I	2
Permit Specialist II	6
Plans Examiner	2
Police Commander	3
Police Lieutenant	8
Police Officer	189
Police Sergeant	30
Press Information Officer, IPD	1
Principal Plan Check Engineer	2
Principal Planner	6
Program Assistant	8
Program Specialist	9
Project Development Administrator	4
Property & Evidence Specialist II	2
Public Safety Assistant	6
Public Safety Dispatcher	16
Public Safety Lead Records Specialist	2
Public Safety Records Specialist	7

CLASSIFICATION	FY 2018-19
Public Safety Records Supervisor	1
Public Safety Technology Analyst	1
Public Safety Traffic Programs Supervisor	1
Purchasing/Contracts Administrator	1
Regulatory Affairs Supervisor	1
Right-of-Way Administrator	1
Risk Management Administrator	1
Senior Accountant	4
Senior Accounting Technician	5
Senior Animal Care Specialist	2
Senior Animal Services Officer	1
Senior Building Inspector	21
Senior Buyer/Contracts Coordinator	2
Senior Civil Engineer	6
Senior Code Enforcement Inspector	4
Senior Construction Inspector	10
Senior Crime Analyst	1
Senior Equipment Mechanic	3
Senior GIS Analyst	2
Senior Human Resources Analyst	1
Senior Management Analyst	13
Senior Media Services Coordinator	2
Senior Office Specialist	6
Senior Permit Specialist	3
Senior Plan Check Engineer	8
Senior Planner	13
Senior Project Manager	7
Senior Public Safety Assistant	2
Senior Registered Veterinary Technician	2
Senior Transportation Analyst	6
Senior Transportation Engineer	2
Senior Vehicle Installation Technician	1
Social Services Supervisor/Counselor	1
Special Assistant to the Chief of Police	1
Special Programs Administrator	1
Street Maintenance Specialist	5
Street Maintenance Superintendent	1
Street Maintenance Supervisor	3
Street Maintenance Technician	7
Supervising Public Safety Dispatcher	5
Supervising Traffic Systems Specialist	1

CLASSIFICATION	FY 2018-19
Supervising Transportation Analyst	3
Supervisor of Accounting Services	1
Traffic Systems Analyst	1
Traffic Systems Specialist	4
Traffic Systems Technician	2
Transit and Transportation Administrator	1
Transit Program Dispatcher	1
Treasury Specialist	1
Vehicle Installation Technician	1
Veterinary Practice Manager	1
Water Quality Administrator	1
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TOTAL AUTHORIZED POSITIONS	832

The Full-time Position Control Resolution is being updated to reflect approved changes by the City Council in the context of the 2018-19 Budget. The City Manager may exchange positions for those in another classification. When the City Council approves a new position, or the City Manager exchanges a position between updates of the resolution, such a change shall constitute a revision to the City's Full-time Position Control Resolution that shall be reflected in the next update of the resolution.

Revised 6/12/18

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the 12th day of June 2018.

MAYOR OF THE CITY OF IRVINE

ATTEST:

CITY CLERK OF THE CITY OF IRVINE

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

I, MOLLY MCLAUGHLIN, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing resolution was duly adopted at a regular meeting of the City Council of the City of Irvine, held on the 12th day of June 2018.

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

CITY CLERK OF THE CITY OF IRVINE

CITY COUNCIL RESOLUTION NO. 18-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ESTABLISHING THE SALARY GRADE ORDER STRUCTURE AND SALARY RANGES FOR EMPLOYEES OF THE CITY OF IRVINE, AND SUPERSEDING RESOLUTION NO. 17-70, WHICH IS INCONSISTENT THEREWITH

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

The salary ranges for all employee classifications in the City of Irvine shall be as set forth below:

SALARY RANGES FOR EMPLOYEE CLASSIFICATIONS

Salary Grade	Class Title	FLSA	Salary Effective Date	Minimum Annual Rate	Maximum Annual Rate	Salary Effective Date	Minimum Annual Rate	Maximum Annual Rate
4			8/26/17	\$35,318.40	\$55,556.80	6/30/18	\$36,025.60	\$56,659.20
4-ICEA	Office Specialist	N	8/26/17	\$35,152.00	\$55,244.80	6/30/18	\$35,859.20	\$56,347.20
4-ICEA	Para-Transit Driver	N	8/26/17	\$35,152.00	\$55,244.80	6/30/18	\$35,859.20	\$56,347.20
5			8/26/17	\$39,208.00	\$61,651.20	6/30/18	\$39,998.40	\$62,878.40
5-ICEA			8/26/17	\$39,020.80	\$61,360.00	6/30/18	\$39,811.20	\$62,587.20
6			8/26/17	\$43,097.60	\$67,787.20	6/30/18	\$43,950.40	\$69,139.20
6-ICEA	Accounting Technician	N	8/26/17	\$42,889.60	\$67,454.40	6/30/18	\$43,742.40	\$68,806.40
6-ICEA	Code Enforcement Technician	N	8/26/17	\$42,889.60	\$67,454.40	6/30/18	\$43,742.40	\$68,806.40
6-ICEA	Community Services Specialist	N	8/26/17	\$42,889.60	\$67,454.40	6/30/18	\$43,742.40	\$68,806.40
6-ICEA	Duplicating Technician	N	8/26/17	\$42,889.60	\$67,454.40	6/30/18	\$43,742.40	\$68,806.40
6-ICEA	Engineering Aide	N	8/26/17	\$42,889.60	\$67,454.40	6/30/18	\$43,742.40	\$68,806.40
6-ICEA	Facilities Maintenance Technician	N	8/26/17	\$42,889.60	\$67,454.40	6/30/18	\$43,742.40	\$68,806.40
6-ICEA	Information Specialist	N	8/26/17	\$42,889.60	\$67,454.40	6/30/18	\$43,742.40	\$68,806.40
6-ICEA	Landscape Maintenance Technician	N	8/26/17	\$42,889.60	\$67,454.40	6/30/18	\$43,742.40	\$68,806.40
6-ICEA	License Specialist	N	8/26/17	\$42,889.60	\$67,454.40	6/30/18	\$43,742.40	\$68,806.40
6-ICEA	Mail Coordinator	N	8/26/17	\$42,889.60	\$67,454.40	6/30/18	\$43,742.40	\$68,806.40
6-ICEA	Permit Specialist I	N	8/26/17	\$42,889.60	\$67,454.40	6/30/18	\$43,742.40	\$68,806.40
6-ICEA	Public Information Specialist	N	8/26/17	\$42,889.60	\$67,454.40	6/30/18	\$43,742.40	\$68,806.40
6-ICEA	Public Safety Assistant	N	8/26/17	\$42,889.60	\$67,454.40	6/30/18	\$43,742.40	\$68,806.40
6-ICEA	Public Safety Records Specialist	N	8/26/17	\$42,889.60	\$67,454.40	6/30/18	\$43,742.40	\$68,806.40
6-ICEA	Senior Animal Care Specialist	N	8/26/17	\$42,889.60	\$67,454.40	6/30/18	\$43,742.40	\$68,806.40
6-ICEA	Senior Office Specialist	N	8/26/17	\$42,889.60	\$67,454.40	6/30/18	\$43,742.40	\$68,806.40
6-ICEA	Street Maintenance Technician	N	8/26/17	\$42,889.60	\$67,454.40	6/30/18	\$43,742.40	\$68,806.40
6-ICEA	Vehicle Installation Technician	N	8/26/17	\$42,889.60	\$67,454.40	6/30/18	\$43,742.40	\$68,806.40
7			8/26/17	\$46,987.20	\$73,902.40	6/30/18	\$47,923.20	\$75,379.20
7-ICEA	Administrative Secretary	N	8/26/17	\$46,737.60	\$73,528.00	6/30/18	\$47,673.60	\$75,004.80
7-ICEA	Animal Services Officer	N	8/26/17	\$46,737.60	\$73,528.00	6/30/18	\$47,673.60	\$75,004.80
7-ICEA	Audio-Visual Specialist	N	8/26/17	\$46,737.60	\$73,528.00	6/30/18	\$47,673.60	\$75,004.80
7-ICEA	Deputy City Clerk I	N	8/26/17	\$46,737.60	\$73,528.00	6/30/18	\$47,673.60	\$75,004.80

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7-ICEA	Equipment Mechanic	N	8/26/17	\$46,737.60	\$73,528.00	6/30/18	\$47,673.60	\$75,004.80
7-ICEA	Equipment Operator I	N	8/26/17	\$46,737.60	\$73,528.00	6/30/18	\$47,673.60	\$75,004.80
7-ICEA	Lead Mail Coordinator	N	8/26/17	\$46,737.60	\$73,528.00	6/30/18	\$47,673.60	\$75,004.80
7-ICEA	Media Services Specialist	N	8/26/17	\$46,737.60	\$73,528.00	6/30/18	\$47,673.60	\$75,004.80
7-ICEA	Permit Specialist II	N	8/26/17	\$46,737.60	\$73,528.00	6/30/18	\$47,673.60	\$75,004.80
7-ICEA	Police Recruit	N	8/26/17	\$46,737.60	\$73,528.00	6/30/18	\$47,673.60	\$75,004.80
7-ICEA	Program Assistant	N	8/26/17	\$46,737.60	\$73,528.00	6/30/18	\$47,673.60	\$75,004.80
7-ICEA	Property & Evidence Specialist I	N	8/26/17	\$46,737.60	\$73,528.00	6/30/18	\$47,673.60	\$75,004.80
7-ICEA	Senior Accounting Technician	N	8/26/17	\$46,737.60	\$73,528.00	6/30/18	\$47,673.60	\$75,004.80
8			8/26/17	\$50,876.80	\$80,038.40	6/30/18	\$51,896.00	\$81,640.00
8-ICEA	Administrative Aide	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
8-ICEA	Civilian Investigator I	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
8-ICEA	Computer Technician	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
8-ICEA	Engineering Technician	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
8-ICEA	Equipment Operator II	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
8-ICEA	Facilities Maintenance Specialist	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
8-ICEA	Forensic Specialist I	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
8-ICEA	GIS Applications Specialist	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
8-ICEA	Inspector Trainee	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
8-ICEA	Landscape Contract Specialist	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
8-ICEA	Landscape Maintenance Specialist	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
8-ICEA	Lead Accounting Technician	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
8-ICEA	Lead Information Specialist	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
8-ICEA	Payroll Specialist	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
8-ICEA	Property & Evidence Specialist II	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
8-ICEA	Public Safety Dispatcher	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
8-ICEA	Public Safety Lead Records Specialist	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
8-ICEA	Senior Equipment Mechanic	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
8-ICEA	Senior Permit Specialist	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
8-ICEA	Senior Public Safety Assistant	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
8-ICEA	Street Maintenance Specialist	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
8-ICEA	Traffic Systems Technician	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
8-ICEA	Transit Program Dispatcher	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
8-ICEA	Video Production Specialist	N	8/26/17	\$50,627.2	\$79,622.4	6/30/18	\$51,646.40	\$81,224.00
9	Administrative Coordinator	E	8/26/17	\$54,766.40	\$86,112.00	6/30/18	\$55,868.80	\$87,838.40
9	Assistant Planner	N	8/26/17	\$54,766.40	\$86,112.00	6/30/18	\$55,868.80	\$87,838.40
9	Assistant Transportation Analyst	N	8/26/17	\$54,766.40	\$86,112.00	6/30/18	\$55,868.80	\$87,838.40
9	Buyer	E	8/26/17	\$54,766.40	\$86,112.00	6/30/18	\$55,868.80	\$87,838.40
9	Executive Secretary	E	8/26/17	\$54,766.40	\$86,112.00	6/30/18	\$55,868.80	\$87,838.40
9-ICEA	Civilian Investigator II	N	8/26/17	\$54,496.00	\$85,696.00	6/30/18	\$55,577.60	\$87,401.60
9-ICEA	Deputy City Clerk II	N	8/26/17	\$54,496.00	\$85,696.00	6/30/18	\$55,577.60	\$87,401.60
9-ICEA	Food Services Specialist	N	8/26/17	\$54,496.00	\$85,696.00	6/30/18	\$55,577.60	\$87,401.60
9-ICEA	Human Resources Specialist	N	8/26/17	\$54,496.00	\$85,696.00	6/30/18	\$55,577.60	\$87,401.60
9-ICEA	Lead Equipment Mechanic	N	8/26/17	\$54,496.00	\$85,696.00	6/30/18	\$55,577.60	\$87,401.60
9-ICEA	Lead Facilities Maintenance Technician	N	8/26/17	\$54,496.00	\$85,696.00	6/30/18	\$55,577.60	\$87,401.60
9-ICEA	Lead Landscape Maintenance Technician	N	8/26/17	\$54,496.00	\$85,696.00	6/30/18	\$55,577.60	\$87,401.60
9-ICEA	Lead Permit Specialist	N	8/26/17	\$54,496.00	\$85,696.00	6/30/18	\$55,577.60	\$87,401.60
9-ICEA	Lead Street Maintenance Technician	N	8/26/17	\$54,496.00	\$85,696.00	6/30/18	\$55,577.60	\$87,401.60
9-ICEA	Program Specialist	N	8/26/17	\$54,496.00	\$85,696.00	6/30/18	\$55,577.60	\$87,401.60
9-ICEA	Senior Animal Services Officer	N	8/26/17	\$54,496.00	\$85,696.00	6/30/18	\$55,577.60	\$87,401.60
9-ICEA	Senior Vehicle Installation Technician	N	8/26/17	\$54,496.00	\$85,696.00	6/30/18	\$55,577.60	\$87,401.60
10	Accountant	E	8/26/17	\$58,635.20	\$92,248.00	6/30/18	\$59,800.00	\$94,099.20
10	Assistant Engineer	N	8/26/17	\$58,635.20	\$92,248.00	6/30/18	\$59,800.00	\$94,099.20
10	Executive Coordinator	E	8/26/17	\$58,635.20	\$92,248.00	6/30/18	\$59,800.00	\$94,099.20

10	FOR Families Specialist	E	8/26/17	\$58,635.20	\$92,248.00	6/30/18	\$59,800.00	\$94,099.20
10	GIS Analyst	E	8/26/17	\$58,635.20	\$92,248.00	6/30/18	\$59,800.00	\$94,099.20
10-ICEA	Animal Care Center Coordinator	N	8/26/17	\$58,385.60	\$91,832.00	6/30/18	\$59,550.40	\$93,662.40
10-ICEA	Aquatics Coordinator	N	8/26/17	\$58,385.60	\$91,832.00	6/30/18	\$59,550.40	\$93,662.40
10-ICEA	Armorer	N	8/26/17	\$58,385.60	\$91,832.00	6/30/18	\$59,550.40	\$93,662.40
10-ICEA	Building Inspector	N	8/26/17	\$58,385.60	\$91,832.00	6/30/18	\$59,550.40	\$93,662.40
10-ICEA	Community Services Program Coordinator	N	8/26/17	\$58,385.60	\$91,832.00	6/30/18	\$59,550.40	\$93,662.40
10-ICEA	Construction Inspector	N	8/26/17	\$58,385.60	\$91,832.00	6/30/18	\$59,550.40	\$93,662.40
10-ICEA	Disability Services Coordinator	N	8/26/17	\$58,385.60	\$91,832.00	6/30/18	\$59,550.40	\$93,662.40
10-ICEA	Exhibition Coordinator	N	8/26/17	\$58,385.60	\$91,832.00	6/30/18	\$59,550.40	\$93,662.40
10-ICEA	Facilities Reservation Coordinator	N	8/26/17	\$58,385.60	\$91,832.00	6/30/18	\$59,550.40	\$93,662.40
10-ICEA	Forensic Specialist II	N	8/26/17	\$58,385.60	\$91,832.00	6/30/18	\$59,550.40	\$93,662.40
10-ICEA	HRIS Specialist	N	8/26/17	\$58,385.60	\$91,832.00	6/30/18	\$59,550.40	\$93,662.40
10-ICEA	Master Facilities Maintenance Specialist	N	8/26/17	\$58,385.60	\$91,832.00	6/30/18	\$59,550.40	\$93,662.40
10-ICEA	Master Landscape Maintenance Specialist	N	8/26/17	\$58,385.60	\$91,832.00	6/30/18	\$59,550.40	\$93,662.40
10-ICEA	Multimedia Specialist - IPD	N	8/26/17	\$58,385.60	\$91,832.00	6/30/18	\$59,550.40	\$93,662.40
10-ICEA	Plans Examiner	N	8/26/17	\$58,385.60	\$91,832.00	6/30/18	\$59,550.40	\$93,662.40
10-ICEA	Senior Code Enforcement Inspector	N	8/26/17	\$58,385.60	\$91,832.00	6/30/18	\$59,550.40	\$93,662.40
10-ICEA	Senior Registered Veterinary Technician	N	8/26/17	\$58,385.60	\$91,832.00	6/30/18	\$59,550.40	\$93,662.40
10-ICEA	Supervising Public Safety Dispatcher	N	8/26/17	\$58,385.60	\$91,832.00	6/30/18	\$59,550.40	\$93,662.40
10-ICEA	Traffic Systems Specialist	N	8/26/17	\$58,385.60	\$91,832.00	6/30/18	\$59,550.40	\$93,662.40
11	Associate Planner	N	8/26/17	\$62,545.60	\$98,363.20	6/30/18	\$63,793.60	\$100,339.20
11	Crime Analyst	E	8/26/17	\$62,545.60	\$98,363.20	6/30/18	\$63,793.60	\$100,339.20
11	Grants Coordinator	N	8/26/17	\$62,545.60	\$98,363.20	6/30/18	\$63,793.60	\$100,339.20
11	Human Resources Analyst I	E	8/26/17	\$62,545.60	\$98,363.20	6/30/18	\$63,793.60	\$100,339.20
11	Management Analyst I	E	8/26/17	\$62,545.60	\$98,363.20	6/30/18	\$63,793.60	\$100,339.20
11	Media Services Coordinator	E	8/26/17	\$62,545.60	\$98,363.20	6/30/18	\$63,793.60	\$100,339.20
11	Payroll Process Analyst	E	8/26/17	\$62,545.60	\$98,363.20	6/30/18	\$63,793.60	\$100,339.20
11	Public Safety Records Supervisor	E	8/26/17	\$62,545.60	\$98,363.20	6/30/18	\$63,793.60	\$100,339.20
11	Senior Buyer/Contracts Coordinator	E	8/26/17	\$62,545.60	\$98,363.20	6/30/18	\$63,793.60	\$100,339.20
11	Supervising Information Specialist	E	8/26/17	\$62,545.60	\$98,363.20	6/30/18	\$63,793.60	\$100,339.20
11	Public Safety Traffic Programs Supervisor	E	8/26/17	\$62,545.60	\$98,363.20	6/30/18	\$63,793.60	\$100,339.20
11	Treasury Specialist	E	8/26/17	\$62,545.60	\$98,363.20	6/30/18	\$63,793.60	\$100,339.20
11-ICEA	Lead Traffic Systems Specialist	N	8/26/17	\$62,233.60	\$97,864.00	6/30/18	\$63,481.60	\$99,819.20
11-ICEA	Traffic Systems Analyst	N	8/26/17	\$62,233.60	\$97,864.00	6/30/18	\$63,481.60	\$99,819.20
12	Animal Care Center Supervisor	E	8/26/17	\$66,435.20	\$104,499.20	6/30/18	\$67,766.40	\$106,579.20
12	Animal Care Volunteer Program Supervisor	E	8/26/17	\$66,435.20	\$104,499.20	6/30/18	\$67,766.40	\$106,579.20
12	Animal Services Supervisor	E	8/26/17	\$66,435.20	\$104,499.20	6/30/18	\$67,766.40	\$106,579.20
12	Aquatics Supervisor	E	8/26/17	\$66,435.20	\$104,499.20	6/30/18	\$67,766.40	\$106,579.20
12	Associate Transportation Analyst	N	8/26/17	\$66,435.20	\$104,499.20	6/30/18	\$67,766.40	\$106,579.20
12	Community Services Supervisor	E	8/26/17	\$66,435.20	\$104,499.20	6/30/18	\$67,766.40	\$106,579.20
12	Facilities Maintenance Supervisor	E	8/26/17	\$66,435.20	\$104,499.20	6/30/18	\$67,766.40	\$106,579.20
12	Fleet Services Supervisor	E	8/26/17	\$66,435.20	\$104,499.20	6/30/18	\$67,766.40	\$106,579.20
12	ICCP Administrator	E	8/26/17	\$66,435.20	\$104,499.20	6/30/18	\$67,766.40	\$106,579.20
12	Landscape Maintenance Supervisor	E	8/26/17	\$66,435.20	\$104,499.20	6/30/18	\$67,766.40	\$106,579.20
12	Regulatory Affairs & Business Desk Supervisor	E	8/26/17	\$66,435.20	\$104,499.20	6/30/18	\$67,766.40	\$106,579.20
12	Senior Accountant	E	8/26/17	\$66,435.20	\$104,499.20	6/30/18	\$67,766.40	\$106,579.20
12	Senior GIS Analyst	E	8/26/17	\$66,435.20	\$104,499.20	6/30/18	\$67,766.40	\$106,579.20
12	Social Services Supervisor/Counselor	E	8/26/17	\$66,435.20	\$104,499.20	6/30/18	\$67,766.40	\$106,579.20

12	Street Maintenance Supervisor	E	8/26/17	\$66,435.20	\$104,499.20	6/30/18	\$67,766.40	\$106,579.20
12	Supervising Traffic Systems Specialist	E	8/26/17	\$66,435.20	\$104,499.20	6/30/18	\$67,766.40	\$106,579.20
12	Veterinary Practice Manager	E	8/26/17	\$66,435.20	\$104,499.20	6/30/18	\$67,766.40	\$106,579.20
12-ICEA	Principal Code Enforcement Inspector	N	8/26/17	\$66,102.40	\$104,000.00	6/30/18	\$67,433.60	\$106,080.00
12-ICEA	Senior Building Inspector	N	8/26/17	\$66,102.40	\$104,000.00	6/30/18	\$67,433.60	\$106,080.00
12-ICEA	Senior Construction Inspector	N	8/26/17	\$66,102.40	\$104,000.00	6/30/18	\$67,433.60	\$106,080.00
13	Associate Engineer	E	8/26/17	\$70,345.60	\$110,614.40	6/30/18	\$71,760.00	\$112,819.20
13	Associate Plan Check Engineer	E	8/26/17	\$70,345.60	\$110,614.40	6/30/18	\$71,760.00	\$112,819.20
13	Human Resources Analyst II	E	8/26/17	\$70,345.60	\$110,614.40	6/30/18	\$71,760.00	\$112,819.20
13	Management Analyst II	E	8/26/17	\$70,345.60	\$110,614.40	6/30/18	\$71,760.00	\$112,819.20
13	Senior Crime Analyst	E	8/26/17	\$70,345.60	\$110,614.40	6/30/18	\$71,760.00	\$112,819.20
13	Senior Media Services Coordinator	E	8/26/17	\$70,345.60	\$110,614.40	6/30/18	\$71,760.00	\$112,819.20
13	Senior Planner	E	8/26/17	\$70,345.60	\$110,614.40	6/30/18	\$71,760.00	\$112,819.20
13-ICEA			8/26/17	\$70,012.80	\$110,094.40	6/30/18	\$71,406.40	\$112,299.20
14	Applications/Programmer Analyst	E	8/26/17	\$74,214.40	\$116,729.60	6/30/18	\$75,691.20	\$119,059.20
14	Assistant City Clerk	E	8/26/17	\$74,214.40	\$116,729.60	6/30/18	\$75,691.20	\$119,059.20
14	Building Inspection Supervisor	E	8/26/17	\$74,214.40	\$116,729.60	6/30/18	\$75,691.20	\$119,059.20
14	Code Enforcement Supervisor	E	8/26/17	\$74,214.40	\$116,729.60	6/30/18	\$75,691.20	\$119,059.20
14	Communications Bureau Supervisor	E	8/26/17	\$74,214.40	\$116,729.60	6/30/18	\$75,691.20	\$119,059.20
14	Construction Inspection Supervisor	E	8/26/17	\$74,214.40	\$116,729.60	6/30/18	\$75,691.20	\$119,059.20
14	Engineering Geologist	E	8/26/17	\$74,214.40	\$116,729.60	6/30/18	\$75,691.20	\$119,059.20
14	Municipal Records Administrator	E	8/26/17	\$74,214.40	\$116,729.60	6/30/18	\$75,691.20	\$119,059.20
14	Payroll Supervisor	E	8/26/17	\$74,214.40	\$116,729.60	6/30/18	\$75,691.20	\$119,059.20
14	Permit Services Supervisor	E	8/26/17	\$74,214.40	\$116,729.60	6/30/18	\$75,691.20	\$119,059.20
14	Public Safety Technology Analyst	E	8/26/17	\$74,214.40	\$116,729.60	6/30/18	\$75,691.20	\$119,059.20
14	Senior Project Manager	E	8/26/17	\$74,214.40	\$116,729.60	6/30/18	\$75,691.20	\$119,059.20
14	Senior Transportation Analyst	E	8/26/17	\$74,214.40	\$116,729.60	6/30/18	\$75,691.20	\$119,059.20
14	Supervisor of Accounting Services	E	8/26/17	\$74,214.40	\$116,729.60	6/30/18	\$75,691.20	\$119,059.20
14-ICEA	Forensic Supervisor	N	8/26/17	\$73,881.60	\$116,168.00	6/30/18	\$75,358.40	\$118,497.60
15	Right-of-Way Administrator	E	8/26/17	\$78,124.80	\$122,844.80	6/30/18	\$79,684.80	\$125,299.20
15	Senior Human Resources Analyst	E	8/26/17	\$78,124.80	\$122,844.80	6/30/18	\$79,684.80	\$125,299.20
15	Senior Management Analyst	E	8/26/17	\$78,124.80	\$122,844.80	6/30/18	\$79,684.80	\$125,299.20
15	Supervising Transportation Analyst	E	8/26/17	\$78,124.80	\$122,844.80	6/30/18	\$79,684.80	\$125,299.20
15	Water Quality Administrator	E	8/26/17	\$78,124.80	\$122,844.80	6/30/18	\$79,684.80	\$125,299.20
15-ICEA			8/26/17	\$77,708.80	\$122,241.60	6/30/18	\$79,268.80	\$124,696.00
16	Animal Care Administrator	E	8/26/17	\$81,993.60	\$128,980.80	6/30/18	\$83,636.80	\$131,560.00
16	Business Services Administrator	E	8/26/17	\$81,993.60	\$128,980.80	6/30/18	\$83,636.80	\$131,560.00
16	Community Services Superintendent	E	8/26/17	\$81,993.60	\$128,980.80	6/30/18	\$83,636.80	\$131,560.00
16	Emergency Management Administrator	E	8/26/17	\$81,993.60	\$128,980.80	6/30/18	\$83,636.80	\$131,560.00
16	Facilities Construction Administrator	E	8/26/17	\$81,993.60	\$128,980.80	6/30/18	\$83,636.80	\$131,560.00
16	Finance Administrator	E	8/26/17	\$81,993.60	\$128,980.80	6/30/18	\$83,636.80	\$131,560.00
16	GIS Supervisor	E	8/26/17	\$81,993.60	\$128,980.80	6/30/18	\$83,636.80	\$131,560.00
16	Open Space Administrator	E	8/26/17	\$81,993.60	\$128,980.80	6/30/18	\$83,636.80	\$131,560.00
16	Press Information Officer, IPD	E	8/26/17	\$81,993.60	\$128,980.80	6/30/18	\$83,636.80	\$131,560.00
16	Public Information Officer	E	8/26/17	\$81,993.60	\$128,980.80	6/30/18	\$83,636.80	\$131,560.00
16	Purchasing/Contracts Administrator	E	8/26/17	\$81,993.60	\$128,980.80	6/30/18	\$83,636.80	\$131,560.00
16	Senior Civil Engineer	E	8/26/17	\$81,993.60	\$128,980.80	6/30/18	\$83,636.80	\$131,560.00
16	Senior Plan Check Engineer	E	8/26/17	\$81,993.60	\$128,980.80	6/30/18	\$83,636.80	\$131,560.00
16	Senior Transportation Engineer	E	8/26/17	\$81,993.60	\$128,980.80	6/30/18	\$83,636.80	\$131,560.00
16	Special Programs Administrator	E	8/26/17	\$81,993.60	\$128,980.80	6/30/18	\$83,636.80	\$131,560.00

16	Transit and Transportation Administrator	E	8/26/17	\$81,993.60	\$128,980.80	6/30/18	\$83,636.80	\$131,560.00
16-ICEA			8/26/17	\$81,598.40	\$128,356.80	6/30/18	\$83,220.80	\$130,915.20
17	Assessment District Engineer	E	8/26/17	\$85,904.00	\$135,054.40	6/30/18	\$87,630.40	\$137,758.40
17	Business Administrator	E	8/26/17	\$85,904.00	\$135,054.40	6/30/18	\$87,630.40	\$137,758.40
17	Facilities Maintenance Superintendent	E	8/26/17	\$85,904.00	\$135,054.40	6/30/18	\$87,630.40	\$137,758.40
17	Fleet Services Superintendent	E	8/26/17	\$85,904.00	\$135,054.40	6/30/18	\$87,630.40	\$137,758.40
17	Landscape Maintenance Superintendent	E	8/26/17	\$85,904.00	\$135,054.40	6/30/18	\$87,630.40	\$137,758.40
17	Principal Planner	E	8/26/17	\$85,904.00	\$135,054.40	6/30/18	\$87,630.40	\$137,758.40
17	Street Maintenance Superintendent	E	8/26/17	\$85,904.00	\$135,054.40	6/30/18	\$87,630.40	\$137,758.40
17-ICEA			8/26/17	\$85,488.00	\$134,451.20	6/30/18	\$87,193.60	\$137,134.40
18	Animal Care Center Veterinarian	E	8/26/17	\$89,772.80	\$141,211.20	6/30/18	\$91,561.60	\$144,040.00
18	Assistant City Engineer	E	8/26/17	\$89,772.80	\$141,211.20	6/30/18	\$91,561.60	\$144,040.00
18	Budget Officer	E	8/26/17	\$89,772.80	\$141,211.20	6/30/18	\$91,561.60	\$144,040.00
18	Capital Improvement Program Administrator	E	8/26/17	\$89,772.80	\$141,211.20	6/30/18	\$91,561.60	\$144,040.00
18	Community Services Administrator	E	8/26/17	\$89,772.80	\$141,211.20	6/30/18	\$91,561.60	\$144,040.00
18	Environmental Programs Administrator	E	8/26/17	\$89,772.80	\$141,211.20	6/30/18	\$91,561.60	\$144,040.00
18	Finance Officer	E	8/26/17	\$89,772.80	\$141,211.20	6/30/18	\$91,561.60	\$144,040.00
18	Great Park Project Administrator	E	9/12/17	\$89,772.80	\$141,211.20	6/30/18	\$91,561.60	\$144,040.00
18	Great Park Property Administrator	E	8/26/17	\$89,772.80	\$141,211.20	6/30/18	\$91,561.60	\$144,040.00
18	Human Resources Administrator	E	8/26/17	\$89,772.80	\$141,211.20	6/30/18	\$91,561.60	\$144,040.00
18	Neighborhood Services Administrator	E	9/12/17	\$89,772.80	\$141,211.20	6/30/18	\$91,561.60	\$144,040.00
18	Principal Plan Check Engineer	E	8/26/17	\$89,772.80	\$141,211.20	6/30/18	\$91,561.60	\$144,040.00
18	Project Development Administrator	E	8/26/17	\$89,772.80	\$141,211.20	6/30/18	\$91,561.60	\$144,040.00
18	Public Works Administrator	E	8/26/17	\$89,772.80	\$141,211.20	6/30/18	\$91,561.60	\$144,040.00
18	Risk Management Administrator	E	8/26/17	\$89,772.80	\$141,211.20	6/30/18	\$91,561.60	\$144,040.00
18	Strategic Business Plan Administrator	E	8/26/17	\$89,772.80	\$141,211.20	6/30/18	\$91,561.60	\$144,040.00
18-ICEA			8/26/17	\$89,356.80	\$140,524.80	6/30/18	\$91,145.60	\$143,332.80
19	Community Development Project Administrator	E	8/26/17	\$93,662.40	\$147,305.60	6/30/18	\$95,534.40	\$150,259.20
19	Deputy Building Official	E	8/26/17	\$93,662.40	\$147,305.60	6/30/18	\$95,534.40	\$150,259.20
19-ICEA			8/26/17	\$93,204.80	\$146,619.20	6/30/18	\$95,076.80	\$149,552.00
20	Chief Veterinarian	E	8/26/17	\$97,572.80	\$153,441.60	6/30/18	\$99,528.00	\$156,520.00
20	City Engineer	E	8/26/17	\$97,572.80	\$153,441.60	6/30/18	\$99,528.00	\$156,520.00
20	Information Technology Administrator	E	8/26/17	\$97,572.80	\$153,441.60	6/30/18	\$99,528.00	\$156,520.00
20-ICEA			8/26/17	\$97,094.40	\$152,692.80	6/30/18	\$99,028.80	\$155,750.40

SWORN POLICE RANGES

Class Title	Effective Date	Minimum Annual Rate	Maximum Annual Rate	Effective Date	Minimum Annual Rate	Maximum Annual Rate
Police Commander	8/26/17	\$132,204.80	\$186,222.40	6/30/18	\$134,846.40	\$189,945.60
Police Lieutenant	8/26/17	\$122,220.80	\$171,808.00	6/30/18	\$124,675.20	\$175,240.00
Police Sergeant	8/26/17	\$97,697.60	\$136,406.40	6/30/18	\$99,652.80	\$139,131.20
Police Officer	8/26/17	\$77,979.20	\$107,889.60	6/30/18	\$79,539.20	\$110,052.80

**RANGES FOR MANAGEMENT AND
EXECUTIVE MANAGEMENT EMPLOYEES**

Class Title	Effective Date	Minimum Annual Rate	Maximum Annual Rate	Effective Date	Minimum Annual Rate	Maximum Annual Rate
City Manager	8/26/17	\$295,339.20	\$307,278.40	6/30/18	\$301,246.40	\$313,414.40
Director of Public Safety/Chief of Police	8/26/17	\$171,704.00	\$250,369.60	6/30/18	\$175,136.00	\$255,382.40
Assistant City Manager	8/26/17	\$167,502.40	\$244,233.60	6/30/18	\$170,851.20	\$249,121.60
Assistant City Manager, Special Projects	8/26/17	\$167,502.40	\$244,233.60	6/30/18	\$170,851.20	\$249,121.60
Director of Administrative Services	8/26/17	\$137,508.80	\$214,219.20	6/30/18	\$140,254.40	\$218,504.00
Director of Community Development	8/26/17	\$137,508.80	\$214,219.20	6/30/18	\$140,254.40	\$218,504.00
Director of Community Services	8/26/17	\$137,508.80	\$214,219.20	6/30/18	\$140,254.40	\$218,504.00
Director of Orange County Great Park	8/26/17	\$137,508.80	\$214,219.20	6/30/18	\$140,254.40	\$218,504.00
Director of Public Affairs & Communications	8/26/17	\$137,508.80	\$214,219.20	6/30/18	\$140,254.40	\$218,504.00
Director of Public Works	8/26/17	\$137,508.80	\$214,219.20	6/30/18	\$140,254.40	\$218,504.00
Director of Transportation	8/26/17	\$137,508.80	\$214,219.20	6/30/18	\$140,254.40	\$218,504.00
Deputy Director, Public Safety/Chief of Police	8/26/17	\$131,268.80	\$200,907.20	6/30/18	\$133,889.60	\$204,921.60
Chief Information Officer	8/26/17	\$115,502.40	\$179,982.40	6/30/18	\$117,811.20	\$183,580.80
Deputy City Manager	8/26/17	\$115,502.40	\$179,982.40	6/30/18	\$117,811.20	\$183,580.80
Deputy Director, Administrative Services	8/26/17	\$115,502.40	\$179,982.40	6/30/18	\$117,811.20	\$183,580.80
Deputy Director, Community Development	8/26/17	\$115,502.40	\$179,982.40	6/30/18	\$117,811.20	\$183,580.80
Deputy Director, Community Services	8/26/17	\$115,502.40	\$179,982.40	6/30/18	\$117,811.20	\$183,580.80
Deputy Director, Public Works	8/26/17	\$115,502.40	\$179,982.40	6/30/18	\$117,811.20	\$183,580.80
City Clerk	8/26/17	\$115,502.40	\$179,982.40	6/30/18	\$117,811.20	\$183,580.80
Council Services Manager	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Manager, Advance Planning	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Manager, Animal Care	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Manager, Budget & Business Planning	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Manager, Building & Safety/Chief Building Official	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Manager, Business Services	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Manager, Community Services	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Manager, Engineering/City Engineer	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Manager, Facilities Maintenance & Rehabilitation	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Manager, Fiscal Services	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Manager, Great Park Planning & Development	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Manager, Housing	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Manager, Human Resources	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Manager, Land & Assets	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Manager, Neighborhood Services	9/12/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Manager, Public Communications	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Manager, Public Services	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Manager, Transit & Transportation	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80
Special Assistant to the Chief of Police	8/26/17	\$105,435.20	\$164,278.40	6/30/18	\$107,536.00	\$167,564.80

ELECTED OFFICIALS

Class Title	Effective Date	Minimum Monthly Rate	Maximum Monthly Rate
City Council	1/1/2009*	\$880.00	\$880.00

*City Ordinance No. 08-04

PART-TIME SALARY RANGES

Class Title	Effective Date	Minimum Hourly Rate	Maximum Hourly Rate	Effective Date	Minimum Hourly Rate	Maximum Hourly Rate
Animal Care Attendant	8/26/17	\$14.96	\$19.65	6/30/18	\$15.26	\$20.04
Animal Care Specialist	8/26/17	\$18.55	\$24.34	6/30/18	\$18.92	\$24.83
Assistant Food Service Manager	8/26/17	\$23.77	\$31.20	6/30/18	\$24.25	\$31.82
Catering Coordinator	8/26/17	\$20.72	\$27.21	6/30/18	\$21.13	\$27.75
Community Services Leader I	8/26/17	\$12.53	\$15.06	6/30/18	\$12.78	\$15.36
Community Services Leader II	8/26/17	\$14.34	\$16.95	6/30/18	\$14.63	\$17.29
Community Services Leader III	8/26/17	\$14.96	\$19.65	6/30/18	\$15.26	\$20.04
Community Services Senior Leader	8/26/17	\$18.55	\$24.34	6/30/18	\$18.92	\$24.83
Council Executive Assistant I	8/26/17	\$11.93	\$12.53	6/30/18	\$12.17	\$12.78
Council Executive Assistant II	8/26/17	\$14.61	\$15.34	6/30/18	\$14.90	\$15.65
Council Executive Assistant III	8/26/17	\$18.97	\$19.91	6/30/18	\$19.35	\$20.31
Council Executive Assistant IV	8/26/17	\$23.34	\$24.50	6/30/18	\$23.81	\$24.99
Department Aide	8/26/17	\$11.93	\$12.53	6/30/18	\$12.17	\$12.78
Equipment Services Worker	8/26/17	\$18.85	\$24.74	6/30/18	\$19.23	\$25.23
GIS Technician	8/26/17	\$14.96	\$19.65	6/30/18	\$15.26	\$20.04
Graphics Designer	8/26/17	\$24.66	\$32.35	6/30/18	\$25.15	\$33.00
Information Systems Specialist	8/26/17	\$17.99	\$23.61	6/30/18	\$18.35	\$24.08
Intern I	8/26/17	\$11.93	\$14.56	6/30/18	\$12.17	\$14.85
Intern II	8/26/17	\$14.79	\$19.39	6/30/18	\$15.09	\$19.78
Kitchen Assistant I	8/26/17	\$11.93	\$15.62	6/30/18	\$12.17	\$15.93
Kitchen Assistant II	8/26/17	\$14.34	\$16.95	6/30/18	\$14.63	\$17.29
Lead Cook	8/26/17	\$16.19	\$21.27	6/30/18	\$16.51	\$21.70
Lifeguard	8/26/17	\$12.53	\$15.06	6/30/18	\$12.78	\$15.36
Office Assistant I	8/26/17	\$12.25	\$16.09	6/30/18	\$12.50	\$16.41
Office Assistant II	8/26/17	\$13.24	\$17.40	6/30/18	\$13.50	\$17.75
Office Assistant III	8/26/17	\$15.20	\$19.94	6/30/18	\$15.50	\$20.34
Outreach Assistant I	8/26/17	\$18.55	\$24.67	6/30/18	\$18.92	\$25.16
Outreach Assistant II	8/26/17	\$26.20	\$34.84	6/30/18	\$26.72	\$35.54
Pool Manager	8/26/17	\$18.55	\$24.34	6/30/18	\$18.92	\$24.83
Public Information Assistant	8/26/17	\$17.99	\$23.61	6/30/18	\$18.35	\$24.08
Public Safety Aide	8/26/17	\$11.93	\$15.62	6/30/18	\$12.17	\$15.93
Reservation Specialist I	8/26/17	\$13.24	\$17.40	6/30/18	\$13.50	\$17.75
Reservation Specialist II	8/26/17	\$15.95	\$20.94	6/30/18	\$16.27	\$21.36
Reservation Specialist III	8/26/17	\$17.23	\$22.62	6/30/18	\$17.57	\$23.07
RVT Specialist	8/26/17	\$19.47	\$25.55	6/30/18	\$19.86	\$26.06
Senior Council Executive Assistant	8/26/17	\$27.54	\$28.92	6/30/18	\$28.09	\$29.50
Senior Graphics Designer	8/26/17	\$27.92	\$36.64	6/30/18	\$28.48	\$37.37
Swim Instructor/Lifeguard	8/26/17	\$14.34	\$16.95	6/30/18	\$14.63	\$17.29
Veterinary Assistant	8/26/17	\$14.96	\$19.65	6/30/18	\$15.26	\$20.04
Zoning Administrator	7/1/08*	Flat: \$600 per month				
		<u>Daily Stipend Rates</u>				
	<u>Effective Date</u>	<u>Tier I</u>	<u>Tier II</u>	<u>Effective Date</u>	<u>Tier I</u>	<u>Tier II</u>
Crossing Guard	8/26/17	\$75.19	\$77.68	6/30/18	\$76.69	\$79.23
Crossing Guard Alternate	8/26/17	\$75.19	N/A	6/30/18	\$76.69	N/A

*City Resolution No. 05-97

Revised: 8/13/13, 6/24/14, 8/26/14, 6/23/15, 8/11/15, 12/8/15, 6/14/16, 6/13/17, 9/12/17, 9/26/17, 6/12/18

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the 12th day of June 2018.

MAYOR OF THE CITY OF IRVINE

ATTEST:

CITY CLERK OF THE CITY OF IRVINE

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

I, MOLLY MCLAUGHLIN, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing resolution was duly adopted at a regular meeting of the City Council of the City of Irvine, held on the 12th day of June 2018.

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

CITY CLERK OF THE CITY OF IRVINE

Financial Policies

Budget Policies

Sole Source Procurements

Staff is required to perform a competitive bidding process whenever feasible. For Requests for Proposals (RFP), the scope of services must include all anticipated phases of the project which could be performed by a single firm. Additionally, any reasonably anticipated phase or option cannot be excluded from an RFP and later determined to be a sole source. RFPs will be evaluated on the full scope of services.

There are instances when obtaining competitive bids or proposals is not possible. In such an event, staff must complete and submit a "Sole Source Request Form." The form must be signed by the requestor and department director prior to forwarding to the Purchasing Agent for approval. For procurements \$30,001 - \$100,000, additional sole source approval is required from the Director of Administrative Services and the Assistant City Manager.

Sole source requests exceeding \$100,000 require review by the Finance Commission (or Orange County Great Park Board for Great Park procurements), followed by City Council review and approval. Staff reports, including recommendations, must clearly state it is a sole source request and include supporting information such as how the pricing was determined to be fair and reasonable. For City Council approved sole source requests, a copy of the Minutes approving the request shall be attached to the purchase requisition in the financial system.

In the event an actual procurement exceeds the approved sole source amount by greater than 30 percent, and/or requires a higher approval level from the original request, then a new Sole Source Request Form must be submitted.

Procurements with monopolies, such as utility companies, do not require sole source approval, nor do procurements with other government agencies. For procurements involving rebates to the City, such rebate amounts may be deducted from the total cost of the procurement for the purpose of determining the appropriate level of approval required.

Sole source approvals shall be maintained by Purchasing staff.

Previous version provided below for comparison:

Staff is required to perform a competitive bidding process whenever feasible. However, there are instances when obtaining competitive bids or proposals is not possible. In such an event, staff must fully complete and submit a "Sole Source Request Form." The form must be signed by the requestor and department director prior to forwarding to the Purchasing Agent for approval. For procurements exceeding \$30,000, additional sole source approval is required from the Director of Administrative Services and the Assistant City Manager. In the event an actual procurement exceeds the approved sole source amount by greater than 30 percent, and/or requires a higher approval level from the original request, then a new Sole Source Request Form must be

Financial Policies

Revenue Policies

submitted. Sole source requests exceeding \$100,000 require review by the Finance Commission (or Orange County Great Park Board for Great Park procurements), followed by City Council review and approval. Procurements with monopolies such as utility companies do not require sole source approval, nor do procurements with other government agencies. For procurements involving rebates to the City, such rebate amounts may be deducted from the total cost of the procurement for the purpose of determining the appropriate level of approval required. For sole source approval via City Council action, staff must include language in the staff report stating it is a sole source request, and include supporting information such as how the pricing was determined to be fair and reasonable. For City Council approved sole source requests, a copy of the Minutes approving the request shall be attached to the PR in the financial system. Sole source approvals shall be maintained by Purchasing staff.

Financial Policies

Revenue Policies

Community Services Department Fees

The Community Services Department is responsible for managing a public park and recreation system and delivering a broad mix of programs and services including classes, outdoor recreation, health and human services and community events that enhance the quality of life enjoyed by the community. In an effort to continuously improve the Department's overall effectiveness in delivery of service, City Council adopted the Cost Recovery Policy for Community Services programs and services on November 28, 2017 (Resolution No. 17-84) to ensure programs and services are: (1) aligned with the City's core values, vision and mission; (2) fiscally responsible; and (3) supportive of a healthy, vibrant and sustainable community.

The Cost Recovery Policy establishes a five-tier model for cost recovery and expands the effectiveness to provide increased oversight of expenditures and revenues. The cost recovery guidelines are expressed as a range to account for the broad variety of programs in each tier and variable participation rates at the individual program or service level. Below are descriptions of each tier and the associated cost recovery guidelines.

TIER 1: Mostly Community Benefit - 0% - 15%

Represents public services that benefit the community as a whole. The activities may promote education, health and safety; provide support services for seniors, families, youth and persons with disabilities; may be open to the entire community; and enhance the overall quality of life for residents.

TIER 2: Considerable Community Benefit – 10% to 35%

Represents activities that serve the community, but have an increased level of individual benefit. The activities may address social needs and focus on underserved populations such as youth and seniors.

TIER 3: Balanced Community & Individual Benefit – 30% to 60%

Represents activities with balanced individual and community benefit. Activities provide social, health and educational enrichment that increases quality of life and enhances the scope of opportunities available to participants.

TIER 4: Considerable Individual Benefit – 55% to 100%

Represents activities that are defined as highly specialized or highly individualized personal development, and, while may be available elsewhere, offering is predicated on community demand.

TIER 5: Mostly Individual Benefit – minimum of 100%

Represents activities that may fall outside the core mission of the City or may be similar to activities seen in the private sector. These services are designed to recover full costs since the activity provides significant direct individual benefits on a pay-as-you-go basis. These services may generate revenue to offset other City expenses where appropriate and as permitted by state and federal law.

Financial Policies

Revenue Policies

Additional City Policies

The Community Services department is also governed by other City Council policies that establish user fee structures and/or cost recovery goals for specific programs and services.

- Community Facilities Reservation Policy
- Athletics and Aquatics Facilities Reservation Policy
- Joint Use Agreements for reciprocal use of City and school district facilities
- Orange County Great Park Sports Complex Field Allocation and Fee Policy
- Orange County Great Park Balloon and the Carousel Fees
- Relationship Policy for reciprocal support between the City and community partner



Strategic Technology Plan

2018-2023

Prepared by:
Khaled Tawfik
Chief Information Officer



ATTACHMENT 6

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Executive Summary

The City of Irvine's (City) Strategic Technology Plan (STP) is a five-year technical and financial planning instrument, which forecasts the City's investments in information technology (IT). The STP supports the City's near term needs and defines the strategic priorities to maintain operational viability, increase efficiency, and promote innovation. The STP is updated annually to reflect evolving City priorities, capture the latest technology trends and ensure responsiveness to customer needs. The City Council adopts the STP annually, setting priorities and funding for technology initiatives.

In support of the City's growing needs, the STP focuses on the following areas:

- Mobility
- Cloud Computing
- Innovation
- Security
- Digitization & Data Analytics
- Disaster Recovery

The STP established the direction and helped achieve significant accomplishments in improving efficiency and services in Fiscal Year 2017-18. Some of these achievements include:

Great Park Grand Opening: Established the Great Park network and surveillance infrastructure for phases I & II and implemented eight computer rooms (Intermediate Distribution Frame - IDF) to host network infrastructure, servers and storage devices.

Server Virtualization and Datacenter Consolidation: Completed the server virtualization project and consolidated two datacenters to reduce space requirements, increase security, decrease energy consumption by 60 percent and reduce operational cost.

Migrated Users to Microsoft Office 365: Migrated users to Microsoft Office 365 to expand cloud-computing services, encourage collaboration, processes efficiency and reduce cost.

New Recreation & Reservations System: Implemented a cloud-based recreation and reservations system to increase process efficiency, reduce paper consumption and improve online services.

The proposed \$19,937,592 for FY 2018-19 technology budget consists of the shared costs, department projects, duplicating, telecommunications, transfers and \$2,445,980 from last year's budget to support previously defined projects. The detail for the \$2,445,980 is in Appendix B of this report. The FY 2018-19 budget is \$2,896,020 (12.6 percent) less than last year's total budget. The decrease is contributed to completing various large projects, changes in transfers and implementing cost saving initiatives.

Introduction

The City outsourced technology services in 1995 with the goal of advancing IT services and providing reliable, integrated and innovative services. The City maintained key staff to provide strategic oversight of critical functions, including management of the outsourced IT services contract. In 2016, the City restructured the IT services contract to establish higher service levels, improve service quality and incorporate additional services, such as security monitoring and extended help desk hours. The Fiscal Year 2018-23 STP continues to support core services and cost containment, while investing in innovative solutions to improve services and increase efficiencies. Priority projects include improvements to security, enhancing the City's wireless infrastructure and expanding cloud-computing capabilities. Additionally, the STP identifies strategic initiatives in support of departments' goals and objectives. As the City further implements initiatives and focus areas outlined in the STP, it will continue to see improvements in operational efficiency and innovative opportunities.

Last year's restructuring of groups and funds streamlined budgeting and accounting of IT services. Changes included moving the telecommunications and duplicating functions from Internal Service Fund 578 to Technology Fund 579 and moving the Geographic Information Services (GIS) section from the Community Development department to the Technology Division in the Administrative Services Department. The City Clerk's Office of Records will continue to manage the citywide mail services remaining in Fund 578.

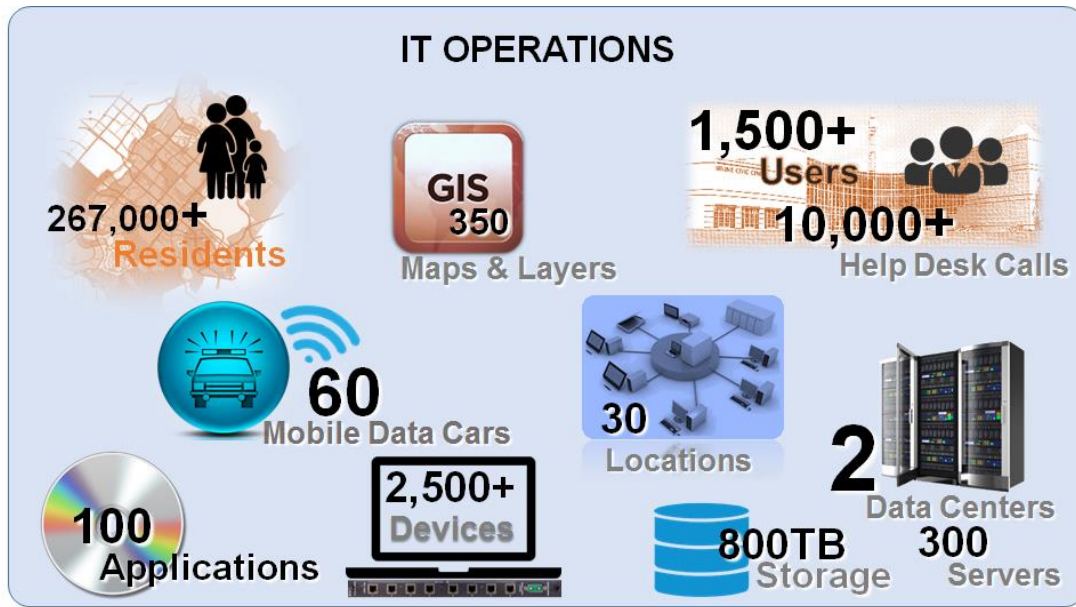
The following sections of the STP further describe the current environment, funding guidelines, focus areas, five-year financial outlook, strategic priorities, list of sole source vendors and a financial summary.

Current Environment

Rapid changes in technology are transforming how government can interact with customers, analyze data, manage resources and enhance services. The STP is intended to communicate the direction for technology services and how the City will invest in strategic technologies including mobility, collaboration, innovation and cloud computing.

The City plans to continue to outsource its IT operations while maintaining strategic oversight of critical functions, such as strategic planning, purchasing, IT contracts and project management. The current outsourcing contract establishes specific service levels to ensure service quality. In addition, the vendor's financial compensation is directly connected to achieving these service levels. The contract covers several services including helpdesk, network, security, application development and project management support services.

The Strategic Technology Fund supports the maintenance and enhancement to the City's systems. This includes more than 300 servers, over 800 terabytes of data storage, more than 100 applications and a network infrastructure connecting City Hall with 30 remote sites.



Accomplishments

Guided by objectives established in the STP, the following accomplishments improved efficiency and services in Fiscal Year 2017-18:

Great Park Grand Opening: Designed and implemented the Great Park network and surveillance infrastructure for phases I & II and completed eight computer rooms (Intermediate Distribution Frame - IDF) to host network, servers and storage devices. Established a secured fiber connection to City Hall to accommodate data and video traffic requirements.

Server Virtualization and Datacenter Consolidation: Completed the server virtualization project and consolidated two datacenters to reduce datacenter space requirements, increase security, decrease cooling requirements and energy consumption by 60 percent, and reduce operational cost.

Migrated Users to Microsoft Office 365: Migrated users to Microsoft Office 365 to expand cloud services, encourage collaboration among staff, increase process efficiency, increase storage capacity and reduce cost.

New Recreation & Reservations System: Implemented a cloud-based recreation and reservations system to increase process efficiency, reduce paper consumption, improve online services and enhance website navigation and mobile accessibility.

Queue Management System: Implemented a new customer service ticketing system at the Community Development One-Stop Counter. Customers have the option to register at the self-service kiosk and receive text alerts when they are third in line for service. The new service allows customers to work

outside the building and conduct their business while they are waiting. An online status of the wait time is also available.

New Records Management System: Upgraded the records management system and Irvine Quick Records to improve search capabilities, access to records and document sharing. Implemented a responsive web design to improve website navigation and mobile accessibility.

Focus Areas and Supporting Projects

The STP supports core services and cost containment, while investing in strategic initiatives to better position the City and to leverage innovations and technology trends. In support of these directions, the following focus areas were established:

- Mobility
- Security
- Cloud Computing
- Disaster Recovery
- Digitization and Data Analytics
- Innovation

1. Mobility

Mobility continues to expand in popularity, and is a major service delivery platform for businesses and consumers. Mobility frees technology users from the constraints of physical locality, and enables immediate access to IT services. A requirement for effective mobility is reliable wireless data access in the form of secure Wi-Fi and cellular data services.

Focus on Mobility includes the following:

- Deploying mobile applications in a secured and managed architecture. The City will provide secure connections between secured mobile devices and internal systems.
- Mobile Device Management (MDM). The City will expand its MDM program to secure access to mobile devices and manage mobile applications.

2. Security

Digital information is a critical asset in all organizations. The way information is managed, controlled, tracked and protected has a significant impact on the delivery of City services and on the trust of users of those services. Digital assets include documents, records, maps and databases. These must be protected from unauthorized disclosure, theft, loss, destruction and alteration. Further, information assets must be available when needed, particularly during emergencies and times of crisis.

Focus on Security includes the following:

- Development of an Information Security Framework

The framework sets priorities for how the City can effectively and efficiently address the management, control and awareness necessary to protect the City's information assets. It outlines a three-year security plan, articulated as Strategic Goals and Objectives.

The importance of these strategic goals and objectives was assessed and prioritized based on current needs:

- **identify:** system inventories, policies and standards, threat and vulnerability management, and cybersecurity assessment
- **protect:** media sanitization, patch management, endpoint threat management and security awareness communications
- **detect:** perimeter and internal vulnerability scan program, monitoring and log management enhancements, and network intrusion detection
- **respond:** procedures and problem management improvements
- **recover:** recovery systems refresh and annual recovery plan reviews

3. Cloud Computing

Cloud computing is an emerging technology wherein physical servers, storage, and network systems are being moved from onsite data centers to secure cloud-based services. The City will leverage cloud-computing solutions to achieve scalability, cost efficiencies, higher system availability and rapid deployment. This shift in IT service delivery allows for greater flexibility as increased workloads are supported immediately.

Focus on Cloud Computing includes:

- Microsoft Office 365 and Azure. The City has migrated email accounts to Microsoft Office 365 recently and plans to utilize cloud-based collaboration tools such as SharePoint and OneDrive.
- On Premise and Cloud Interfaces. At times cloud solutions will require interfaces between systems and data onsite and in the cloud. Interfaces will ensure secured and seamless integration between the two environments.

4. Disaster Recovery

Disaster recovery (DR) is the ability to recover predefined systems and infrastructures after a major disruption. To ensure service availability, the City is investing in DR services to maintain high levels of service and mitigate risks associated with disasters.

Focus on DR includes the following:

- Disaster Recovery Infrastructure. The City will identify options to expand its recovery capability and migrate additional core services to the new infrastructure.

5. Digitization and Data Analytics

Digitization is the process of converting paper-based information into a digital format. By digitizing information, users experience higher efficiency levels when searching, analyzing and sharing information. Data analytic tools are used to help employees effectively use digitized data to make decisions in near real-time increasing the efficiency of the City's work force.

Digitization and Data Analytic Projects include:

- Geographic Information System (GIS): Rich GIS data expands ability to visualize and interpret data to better understand relationships, patterns and trends
- SeamlessDocs an electronic signature platform

6. Innovation

In accordance with the City's mission statement and core values innovation is a focus of the STP. Every year the City identifies new solutions and implements them in a progressive manner to increase operational efficiencies, effectiveness, capabilities and sustainability.

Innovation projects include:

- Public Safety Computer Aided Dispatch (CAD) and Records Management (RMS)
- Computerized Maintenance Management System and Infrastructure (CMMS)
- City Manager's Office Citizen Relationship Management System (CRM)

Financial Analysis Five-Year Outlook

Total technology budgets for the out-years have been programmed with an annual average escalation of approximately three percent. This managed escalation covers increases for contract services, recurring maintenance, internal service costs and long-term initiatives. This level is sufficient to sustain the City's IT infrastructure while also permitting some expansion initiatives.

Program	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
Shared Technology	\$5,470,998	\$5,652,246	\$5,613,883	\$5,788,250	\$5,893,201	\$6,002,234
DXC Services Contract	4,073,972	3,650,000	4,081,000	4,113,000	4,128,000	4,251,840
Department Projects	5,842,688	5,032,682	6,839,557	5,914,228	3,666,728	3,798,423
Telecommunications	1,678,866	1,728,027	1,816,826	1,912,958	2,017,164	2,130,271
Duplicating	794,730	831,535	930,423	995,154	1,052,984	1,129,255
Prior Year Funding	4,115,598	2,445,980				
Miscellaneous*	836,760	597,122				
Total	\$22,833,612	\$19,937,592	\$19,192,890	\$18,538,660	\$16,468,940	\$16,909,779

* Miscellaneous FY 2017-18 includes budgeted duplicating revenues of \$411,760, Public Education Grant (PEG) funds of \$400,000 and transfers of \$25,000. Miscellaneous FY 2018-19 includes budgeted duplicating revenues of \$462,680 and transfers of \$134,442.

Shared Technology (Fund 579)

The major appropriations for the Shared Technology Fund 579 are shared costs that are spread to all of the departments in the City and the Great Park through internal service cost. These shared costs include contracted services, recurring maintenance costs, hardware, software, supplies and City personnel to manage the program.

Strategic technology initiatives for FY 2018-19 through FY 2022-23 are the maintenance of core services, as well as strategic and high value new projects. Core IT services include outsourcing contracts, core operational services and recurring maintenance. Strategic initiatives include accommodating new facility technology needs, replacement of end-of-life equipment and upgrades to or replacement of mission-critical applications. Examples of the projects targeted for funding in this STP are the completion of a security plan, Computerized Maintenance Management System and Infrastructure (CMMS), Disaster Recovery Plan (DRP), Multi Device Management and cloud computing.

Most cost estimates for years two through five of the STP are based on normal escalation rates averaging three percent and planned changes. These figures will be refined and updated in future versions of the STP as additional information becomes available or as technology options evolve. Starting in FY 2017-18, some additional critical and high value projects are included in the STP above the controlled growth targets. These potential projects include additional network enhancements, disaster recovery, implementation of electronic access control, integration enhancements for Public Safety and Community Development applications. Future years contain estimations for infrastructure refresh projects as well as long-term initiatives. In addition to shared costs, there is an internal service charge (object 4981) to each department for technology needs targeted specifically to that business unit. A list of department specific projects is included in the Appendix C and sorted by department.

Department Projects (Fund 579)

In addition, to the Shared Technology costs there are technology costs specific to the operating departments. These costs are allocated directly to the departments. Examples include software specific to a department such as the permitting software used by Community Development. The departments are investing in recurring maintenance items specific to their operations and in new technologies that add value and return on investment as it relates to operating efficiencies. Projects targeted in the STP as department projects include the electronic plan review and replacement of the permitting software (Eden) for Community Development, replacement of the Public Safety Record Management and Computer Aided Dispatch systems, Administrative Services has plans to upgrade the accounting system and the City Manager's Office is implementing an agenda management solution.

Telecommunications (Fund 579)

The Telecommunications Fund supports the enhancement and maintenance of the City's unified communication systems, including telecommunications service providers, support contracts, supplies, hardware rehabilitation and City staffing to manage the program.

Telecommunications initiatives for FY 2018-19 through FY 2022-23 continue to track evolving City needs. Basic services for telephone and data must be maintained and expanded to support existing and future uses. The City will continue its adoption of unified communications, expanding capabilities between sites and with outside organizations. Expanding fiber optic and broadband connectivity between sites will improve service levels at the parks and other facilities and support expansion of the City's Wi-Fi, video conferencing, disaster recovery, and workforce mobility needs.

The program will continue to diversify telecommunications carriers, both wired and wireless, seeking the most cost-effective alternatives to serve City requirements. City facilities with high data capacity requirements will be better served with direct, City-owned, fiber optic cabling. Many of these cables are already in place and additional cables continue to be installed through the City's development standards. Leased connections can be reallocated to other facilities or deactivated as direct fiber optic links are completed.

Duplicating (Fund 578)

The Duplicating Fund manages all functions related to the production of printed media. This includes contract services, City staffing, equipment and supplies to support 51 office copiers, over 350 printers and numerous scanners at facilities citywide. The copy machine services contract; Duplication Center and requisite staff; printing supplies and services are supported by program funds. Additionally the fund supports the Managed Print Services for desktop and workgroup laser printers. This program was implemented to improve coordination of the City's printing function by centralizing all laser toner and printer maintenance needs, and recycling all spent supplies in order to reduce the overall cost of printing.

The City's copier usage is expected to decline as we embrace digital initiatives and mobile devices become more prevalent reducing the need for paper copies. While it is anticipated that the City will continue to produce less printed material, a completely paperless environment is unrealistic at this time. Managed Print Services, will shift use away from inefficient low volume printers to the large office machines with lower cost per printed page.

Financial Summary

The total FY 2018-19 proposed budget for Shared Technology, Telecommunications and Duplicating, including funds already allocated for ongoing projects, is \$19,937,592. Specific funds previously allocated for projects in progress are detailed in Appendix B.

Shared Technology and GIS Services

Category	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
Contract Services	\$ 5,460,472	\$4,852,575	\$5,256,902	\$5,297,644	\$ 5,321,822	\$ 5,455,297
Salary/Benefits	1,292,352	1,511,180	1,556,515	1,603,211	1,651,307	1,700,846
Office Supplies	11,000	21,000	11,150	11,305	11,464	11,628
Duplicating	1,200	1,700	1,700	1,700	1,700	1,700
Facilities Maintenance	90,000	131,694	138,279	145,193	152,452	160,075
Business Expense	14,500	15,350	15,500	15,655	15,814	15,978
Legal	20,000	20,600	21,218	21,855	22,510	23,185
Training	3,000	3,150	3,308	3,473	3,647	3,829
Maintenance	1,492,103	1,614,748	1,677,162	1,740,070	1,758,493	1,777,704
Computer Supplies	585,000	489,906	422,406	415,031	430,287	446,306
Services	300,343	380,343	380,743	436,115	441,706	447,526
P-card Services	60,000	60,000	60,000	60,000	60,000	60,000
Hardware	135,000	150,000	100,000	100,000	100,000	100,000
Software	80,000	50,000	50,000	50,000	50,000	50,000
Total	\$9,544,970	\$9,302,246	\$9,694,883	\$9,901,250	\$10,021,201	\$10,254,074

* Total does not include transfers out of \$134,442 for moving duplicating to Fund 578.

Department Projects

Category	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
City Manager	\$426,407	\$366,086	\$428,989	\$ 414,841	\$426,219	\$438,149
Administrative Services	318,852	590,315	408,232	418,047	428,321	439,081
Community Development	468,055	1,337,979	3,498,804	2,406,663	439,778	454,408
Community Services	701,766	369,486	460,737	472,177	484,061	496,408
Public Safety	2,923,485	1,971,063	1,416,604	1,593,577	1,321,413	1,200,143
Public Works	1,004,123	132,253	167,081	172,096	177,307	187,722
Transportation	-	65,500	142,210	118,971	70,785	72,654
Great Park	-	200,000	316,900	317,857	318,843	509,858
Total	\$5,842,688	\$5,032,682	\$6,839,557	\$5,914,228	\$3,666,728	\$3,798,423

* Total does not include prior year funding

Duplicating Services

Category	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
Contract Services	\$ 800,000	\$ 1,002,000	\$ 1,052,000	\$ 1,104,500	\$ 1,159,625	\$ 1,217,506
Facilities Maintenance	-	29,144	2,058	35,264	38,791	42,670
Supplies	60,000	50,000	100,000	103,000	106,090	109,273
Computer Supplies	150,000	40,000	1,200	42,436	48,709	50,020
Hardware	-	-	-	10,000	5,000	5,000
Salary/Benefits	196,490	173,071	181,725	190,811	200,352	210,369
Revenues	(411,760)	(462,680)	(476,560)	(490,857)	(505,583)	(505,583)
Total	\$ 794,730	\$ 831,535	\$ 930,423	\$ 995,154	\$1,052,984	\$1,129,255

Telecommunications Services

Category	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
Contract Services	\$ 511,000	\$ 371,750	\$ 376,693	\$ 381,836	\$ 387,188	\$ 392,760
Maintenance	140,000	100,000	103,000	106,090	109,273	112,551
Telecom Direct	825,000	960,600	1,015,418	1,074,406	1,137,936	1,206,420
Computer Supplies	90,000	176,500	196,900	219,903	245,852	275,141
Hardware	32,000	32,000	33,280	34,611	35,996	37,435
Salary/Benefits	80,866	87,177	91,536	96,113	100,918	105,964
Total	\$1,678,866	\$1,728,027	\$ 1,816,826	\$1,912,958	\$ 2,017,164	\$ 2,130,271

Appendix A: Sole Source Providers

The majority of software applications are proprietary. Companies that develop and sell these applications have exclusive rights to the programs. This exclusivity includes providing application updates and support services for the lifecycle of the application. The STP identifies a list of vendor relationships and applications in the following table. These applications are critical to the effective performance of the organization and require specialized annual support agreements and procurement considerations.

Vendor/Source	Description	Dept.	2018-19*
Adobe	Creative Suite and Acrobat standard & professional	SH	55,750
AEF Systems Consulting	CivicRec consulting support	CS	160,000
Articulate	Articulate 1400	SH	30,000
AT&T Mobility/Netmotion	Netmotion support	PS	34,260
Bair Analytics	Statistics software	PS	13,113
Biddle Consulting Group, Inc.	CritiCall online training	AS/PS	10,510
Blackbaud	Blackbaud Net Community Spark	CS	13,346
Bluecoat	Internet traffic monitoring	SH	100,000
Bluesource	Email/Records management support	CM	50,000
Bonfire Interactive Ltd	Bonfire Projects module	AS	40,000
Caliper	Transcad software license	CD	12,500
Carahsoft	Acquia web hosting	SH	35,000
Carahsoft	GovDelivery - Digital Government Communication	SH	25,000
Carahsoft/Seamless Docs	Smart forms & eSignature platform	CM	69,580
CCG Systems	FASTER Asset Solutions	PW	10,134
Cellebrite	UFED touch mobile forensic device	PS	15,450
Cerdant	Firewall managed security subscription	SH	45,000
Citilabs	CUBE Voyager	CD	10,300
CivicREC	CivicREC support and maintenance	CS	131,070
Client Track	ClientTrack support and maintenance	CS/PS	24,313
Contract Logix	Contract Logix system	CS	27,829
Convergint/Genetec	Camera, access system support and maintenance	SH	50,000
Critigen	Centralized land use database consulting	CD	60,000
DLT Solutions	AutoCAD licenses	PW	14,500
Eagle Aerial Imaging	2014-2018 imagery	SH	14,000
Econolite	Centracs - traffic management software	Trans	55,000
ePower	UPS and HVAC support	SH	45,000
ESRI	ESRI ArcView/GIS support and developer license	SH	102,000
Gartner	Enterprise IT advisory and consulting services	SH	220,000
Geospatial Technologies	Hardware maintenance fee GST tracking devices	PS	12,000
Google	Google API support	PS	13,912
Governmentjobs.com/NeoGov	Neogov support and maintenance	AS	39,176
Granicus	Media streaming	CM	27,671
Hexagon	CAD/RMS annual maintenance and support	PS	866,901
HLP Inc.	Animal Online Registration System	CS/PS	18,731
HydroPoint Data Systems	WeatherTrak (subscription)	PW	65,000
Hyland	Support, training and maintenance	CM/CD/PS	813,287
Information Station Specialist	1640 Radio (time and materials)	PS	10,000
Intellitime	VTI timesheet support	AS	17,628

Sole Source Providers Continued

Vendor/Source	Description	Dept.	2018-19*
Intermedix/ESI	WebEoc software maintenance	PS	25,000
Intrado	Beware - analytical database	PS	25,000
IP Access	Mobile Comm access point support & maintenance	PS	17,953
L3 Communications	In Car Video system and equipment	PS	145,000
Lehr Auto Electric	Vigilant LPR	PS	29,705
LinkedIn	LinkedIn job postings and corporate recruiter	AS	11,325
Lucity	Lucity support and maintenance	PW	43,000
MacAfee	Anti-virus software	SH	51,500
Maintenance Connection	Work order system for facilities	PW	10,000
Microsoft	Microsoft Premier support	SH	95,000
Municast	Enhancements municast fiscal forecast model	AS	25,000
MyCivic	Access Irvine - mobile app development & support	SH	35,000
OpenGov, Inc.	OpenGov	AS	14,500
PAI Systems	4.9 and 5.8 GHz camera support and maintenance	PS	45,000
Pirate Communications	Telecommunication support	SH	52,500
PlanetBids	Online bidding system	AS	11,210
Progressive	LicenseTrack - business license	PS	20,600
Promantek Inc.	Performance Evaluation Software	AS	24,992
RouteMatch	RouteMatch support and maintenance	CS	39,200
Selectron	Inspectrack handheld inspection system & IVR	CD	62,779
Superion	OneSolution upgrades, support and maintenance	AS	586,504
Transource/Aerohive	Hive Mgr wireless access pts support & equipment	SH	44,173
TriTech Software Systems	Copperfire forms	PS	23,320
Tyler Technologies	Inforum Gold Permits (Eden)	CD	70,000
UGovernIT	Helpdesk ticketing system	SH	30,000
Uptivity (VPI)	Digital logging	PS	15,703
Veritas/Dell	Discovery Accelerator email retention software	SH	80,000
Versatile Information Products	PUMA Enterprise Software services and equipment	PS	140,000
Yardi	Property management and tracking software	CD	15,000

*included in all programs

Appendix B: Previously Allocated Funds

The following items are funds budgeted last year that have not been expended and need to be brought into FY 2018-19 to finish pending projects. These amounts have been included in the appropriations proposed in the STP for FY 2018-19.

Project	Amount	Department
CAD/RMS upgrades	760,886	Public Safety
OneSolution process improvements & invoice automation	195,704	Administrative Services
Eplan review upgrade. Active Review hosting & Housing software	180,600	Community Development
Records Management System and Agenda upgrades	399,580	City Manager's Office
CivicRec consulting & IACC Animal Care Center upgrade	297,629	Community Services
Work order system upgrades	61,581	Public Works
Rebudget supply savings	50,000	Duplicating
DXC	500,000	Shared Cost
Total	\$ 2,445,980	

Appendix C: STP Line Item Detail

The following tables show detailed line items comprising the Shared Technology Plan. Each line item represents the estimated cost for individual components of the STP to be funded in a particular year. First year costs are based on expected costs for the specific items. Cost for years two through five are estimated based on typical and contracted escalation rates. The STP and all line items are re-evaluated and revised each year.

Shared and Department Projects in Technology Fund 579

Category	Object	Dept	Description	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Contract Services	4310	CM	Email/document management support	-	100,000	100,000	100,000	100,000
Technology Services	4323	CM	Records management system upgrades	-	30,000	30,000	30,000	30,000
Technology Services	4323	CM	Data analytics software	2,000	2,000	2,000	2,000	2,000
Technology Services	4323	CM	Agenda management software	25,000	15,000	15,000	15,000	15,000
Training	4445	CM	Training	56,000	20,000	20,000	20,000	20,000
Business Expense	4450	CM	Hyland Community live conference (2 attendees)	6,000	6,000	6,000	6,000	6,000
Technology Subscriptions	4801	CM	Smart forms & eSignature platform	20,000	20,343	20,953	21,582	22,229
Technology Subscriptions	4801	CM	Hyland premium education subscription	5,000	5,150	5,305	5,464	5,628
Software as a Service	4804	CM	Media streaming	27,671	29,054	30,507	32,032	33,634
Software Agreement	4806	CM	Portfolio Client - Digital Asset Management	1,837	1,892	1,949	2,007	2,067
Software Agreement	4806	CM	OnBase - Document management system maintenance	163,381	171,550	180,128	189,134	198,591
Software Agreement	4806	CM	Sire Imaging System (Records)	33,330	15,000	-	-	-
Software Agreement	4806	CM	Sire Records DR	20,867	10,000	-	-	-
Computer Supplies	4809	CM	Council equipment support and refresh	5,000	3,000	3,000	3,000	3,000
Technology Services	4323	AS	Employee onboarding process	20,000	20,000	20,000	20,000	20,000
Technology Services	4323	AS	OneSolution Upgrades and Enhancements	250,000	120,000	120,000	120,000	120,000
Technology Services	4323	AS	OneSolution DL sessions	40,000	-	-	-	-
Technology Services	4323	AS	STR upgrade purchase order delivery system	20,000	-	-	-	-
Technology Services	4323	AS	Contract module	15,000	5,000	5,150	5,305	5,464
Technology Services	4323	AS	One Solution PAF Workflow	15,000	15,750	16,538	17,364	18,233
Technology Services	4323	AS	Point of sale system	-	10,000	10,000	10,000	10,000
Technology Services	4323	AS	VTI Support	2,000	2,000	2,000	2,000	2,000
Software as a Service	4804	AS	CritiCall	4,515	4,741	4,978	5,227	5,488
Software as a Service	4804	AS	Bonfire Projects Module	40,000	41,200	42,436	43,709	45,020
Software as a Service	4804	AS	Neogov	19,176	19,751	20,344	20,954	21,583
Software as a Service	4804	AS	LinkedIn job postings and corporate recruiter	11,325	11,665	12,015	12,375	12,746
Software as a Service	4804	AS	OpenGov	14,500	14,500	15,950	17,545	19,300
Software as a Service	4804	AS	Online Bidding System	11,210	11,547	11,893	12,250	12,617
Software as a Service	4804	AS	Performance Evaluation Software	24,992	26,242	27,554	28,931	30,378
Software Agreement	4806	AS	VTI	15,628	16,409	17,230	18,091	18,996
Software Agreement	4806	AS	STR FaxCom	1,355	1,395	1,437	1,480	1,525
Software Agreement	4806	AS	STR PO and AR Software Support	3,274	3,372	3,473	3,577	3,685
Software Agreement	4806	AS	ONESolution - Financial System	75,800	78,074	80,416	82,828	85,313
Software Agreement	4806	AS	JetPCL Enterprise Server	1,541	1,587	1,635	1,684	1,734
Computer Supplies	4809	AS	Laptops and tablets	5,000	5,000	5,000	5,000	5,000

Shared and Department Projects in Technology Fund 579

Category	Object	Dept	Description	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Technology Services	4323	CD	Centralized land use database consulting	30,000	30,000	30,000	30,000	30,000
Technology Services	4323	CD	Eden (electronic plan review) replacement	1,000,000	3,000,000	2,000,000	125,000	131,250
Technology Services	4323	CD	Electronic plan review system	100,000	200,000	100,000	-	-
Technology Services	4323	CD	Affordable housing compliance software	-	10,000	10,500	11,025	11,576
Technology Services	4323	CD	Code enforcement software	10,000	10,500	11,025	11,576	12,155
Software as a Service	4804	CD	City property management and tracking software	15,000	15,450	15,914	16,391	16,883
Software Agreement	4806	CD	CUBE Voyager transportation modeling software	10,300	10,609	10,927	11,255	11,593
Software Agreement	4806	CD	Transcad Software network license (qty 2)	12,500	12,500	12,500	12,500	12,500
Software Agreement	4806	CD	Centralized land use database maintenance (year 2)	30,000	30,900	31,827	32,782	33,765
Software Agreement	4806	CD	Active Review Hosting	-	45,000	46,350	47,741	49,173
Software Agreement	4806	CD	Numbering System	5,000	5,150	5,305	5,464	5,628
Software Agreement	4806	CD	Inspectrack handheld inspection system	20,600	21,218	21,855	22,510	23,185
Software Agreement	4806	CD	IVR System	26,579	27,377	28,198	29,044	29,915
Software Agreement	4806	CD	Inforum Gold Permits (Eden) General Fund	70,000	72,100	74,263	76,491	78,786
Computer Supplies	4809	CS	Computer supplies	8,000	8,000	8,000	8,000	8,000
Pcard	4307	CS	Contract Service Pcard	2,250	2,250	2,250	2,250	2,250
Pcard	4307	CS	When to Work - online employee scheduling	3,800	3,914	4,031	4,152	4,277
Technology Services	4323	CS	Contract service support for ClientTrack application	5,000	5,000	5,000	5,000	5,000
Technology Services	4323	CS	Contract Logix System	5,000	10,000	10,000	10,000	10,000
Technology Services	4323	CS	CivicRec support services	70,000	70,000	70,000	70,000	70,000
Technology Subscriptions	4801	CS	Team Sideline (League Scheduling)	1,500	1,545	1,591	1,639	1,688
Software as a Service	4804	CS	ClientTrack (8 license and CIS)	10,600	10,918	11,246	11,583	11,930
Software as a Service	4804	CS	Annual hosting fees	8,200	8,446	8,699	8,960	9,229
Software as a Service	4804	CS	Volunteer management system	5,000	5,150	5,305	5,464	5,628
Software as a Service	4804	CS	Contract Logix System	12,829	13,214	13,610	14,018	14,439
Software as a Service	4806	CS	Library Automation for Irvine Child care center	1,200	1,236	1,273	1,311	1,351
Software Agreement	4806	CS	Blackbaud NetCommunity Spark	6,543	6,739	6,942	7,150	7,364
Software Agreement	4806	CS	RE 7 Learn Everything and Fundraising Solutions	6,803	7,041	7,288	7,543	7,807
Software Agreement	4806	CS	CivicREC registration application	131,070	135,002	139,052	143,224	147,520
Software Agreement	4806	CS	Animal Online Registration System	13,637	14,046	14,468	14,902	15,349
Software Agreement	4806	CS	Route4Me - route mapping maintenance for Meals on Wheels	2,122	2,185	2,251	2,319	2,388
Software Agreement	4806	CS	RouteMatch route mapping maintenance for TRIPS	30,000	30,000	30,000	30,000	30,000
Software Agreement	4806	CS	RouteMatch - annual Verizon service	1,000	1,030	1,061	1,093	1,126
Software Agreement	4806	CS	Papercut/Lakeview Lab	858	884	910	938	966
Software Agreement	4806	CS	SAMS Support	1,074	1,106	1,139	1,174	1,209
Software Agreement	4806	CS	Meal service support	1,000	1,030	1,061	1,093	1,126
Computer Supplies	4809	CS	New Park technology setup	30,000	30,000	30,000	30,000	30,000
Computer Supplies	4809	CS	Technology for Parks	20,000	100,000	105,000	110,250	115,763

Shared and Department Projects in Technology Fund 579

Category	Object	Dept	Description	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Technology Services	4323	PS	Camera quarterly maintenance and support	49,173	51,632	54,213	56,924	59,770
Technology Services	4323	PS	Camera security upgrade project	60,000	15,000	15,000	15,000	15,000
Technology Services	4323	PS	Upgrade EOC, dispatch and conference room technology	90,000	30,000	30,000	30,000	30,000
Technology Services	4323	PS	Interview room system support	4,917	5,065	5,216	5,373	5,534
Technology Services	4323	PS	CAD/RMS software upgrades	900,000	400,000	400,000	100,000	100,000
Technology Services	4323	PS	Enhancements and support	60,000	10,000	10,000	10,000	10,000
Technology Services	4323	PS	4.9 Wireless Maintenance and tactical cameras	25,000	25,750	26,523	27,318	28,138
Technology Services	4323	PS	Audio/Video installations and upgrades	20,000	20,000	20,000	20,000	20,000
Capital Hardware	4651	PS	Server replacement	-	-	150,000	150,000	-
Technology Subscriptions	4801	PS	Apple Developer Enterprise program	300	300	300	300	300
Technology Subscriptions	4801	PS	Schedule Anywhere scheduling software	468	482	497	511	527
Technology Subscriptions	4801	PS	Callyo - mobile technology software for public safety	5,150	5,305	5,464	5,628	5,796
Technology Subscriptions	4801	PS	Copware CA codes information subscription	1,576	1,623	1,672	1,722	1,774
Technology Subscriptions	4801	PS	Copware Legal Sourcebook application license	4,356	4,487	4,621	4,760	4,903
Technology Subscriptions	4801	PS	First Watch Annual Subscription	-	9,548	9,834	10,129	10,433
Technology Subscriptions	4801	PS	Schedule express scheduling software	8,196	8,442	8,695	8,956	9,225
Technology Subscriptions	4801	PS	Mobile Forensics	3,090	3,183	3,278	3,377	3,478
Technology Subscriptions	4801	PS	GeoTime - call record mapping & cell site analysis	3,000	3,090	3,183	3,278	3,377
Software as a Service	4806	PS	Police Management Software	5,600	5,768	5,941	6,119	6,303
Software as a Service	4804	PS	ClientTrack	3,713	3,824	3,939	4,057	4,179
Software as a Service	4804	PS	DragonForce - mobile collaboration tool maintenance	6,365	6,556	6,753	6,955	7,164
Software as a Service	4804	PS	Google Earth	2,319	2,389	2,460	2,534	2,610
Software as a Service	4804	PS	Google Maps API	11,593	11,941	12,299	12,668	13,048
Software Agreement	4806	PS	MobileIron maintenance and support (200 devices)	3,360	3,528	3,704	3,890	4,084
Software Agreement	4806	PS	Netmotion - mobile management tool maintenance	30,900	31,827	32,782	33,765	34,778
Software Agreement	4806	PS	Statistics maintenance	13,113	13,506	13,912	14,329	14,759
Software Agreement	4806	PS	CritiCall Online Annual license	5,995	5,995	5,995	5,995	5,995
Software Agreement	4806	PS	UFED touch mobile forensic device	15,450	15,914	16,391	16,883	17,389
Software Agreement	4806	PS	Crossroads	6,322	6,512	6,707	6,908	7,115
Software Agreement	4806	PS	RHR Maintenance	8,000	8,000	8,000	8,000	8,000
Software Agreement	4806	PS	Rigel Workstation Annual Maintenance	1,804	1,858	1,914	1,971	2,030
Software Agreement	4806	PS	Hardware maintenance fee GST Tracking devices	12,000	12,360	12,731	13,113	13,506
Software Agreement	4806	PS	WebRMS Maintenance	67,980	70,019	72,120	74,284	76,512
Software Agreement	4806	PS	CAD/RMS Annual Maintenance	47,583	250,000	257,500	265,225	273,182
Software Agreement	4806	PS	Animal Online System for vehicles	1,093	1,126	1,160	1,194	1,230
Software Agreement	4806	PS	OnBase Document Management System	43,709	45,020	46,371	47,762	49,195
Software Agreement	4806	PS	WebEoc Software Maintenance	25,000	25,750	26,523	27,318	28,138
Software Agreement	4806	PS	Beware - analytical database maintenance	25,000	25,000	25,000	25,000	25,000
Software Agreement	4806	PS	Mobile Comm - Spare in the Air IP Acc.	9,343	9,623	9,912	10,209	10,516
Software Agreement	4806	PS	Mobile Comm IP Access	8,610	8,868	9,134	9,408	9,691
Software Agreement	4806	PS	In Car Video (L3) & spare access points	30,000	30,900	31,827	32,782	33,765
Software Agreement	4806	PS	Vigilant license plate reader (LPR) maintenance	29,705	30,596	31,514	32,459	33,433
Software Agreement	4806	PS	CopLogic - online crash and incident reporting access	6,905	7,112	7,326	7,545	7,772

Shared and Department Projects in Technology Fund 579

Category	Object	Dept	Description	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Software Agreement	4806	PS	Digital Photo Imaging System	7,649	7,878	8,115	8,358	8,609
Software Agreement	4806	PS	LicenseTrack - Business License	20,600	21,218	21,855	22,510	23,185
Software Agreement	4806	PS	1640 Radio maintenance	10,000	10,000	10,000	10,000	10,000
Software Agreement	4806	PS	Audio Video Maintenance	10,000	10,300	10,609	10,927	11,255
Software Agreement	4806	PS	Cameras Maintenance	20,000	20,600	21,218	21,855	22,510
Software Agreement	4806	PS	Copperfire - report writing forms maintenance	23,320	24,020	24,740	25,482	26,247
Software Agreement	4806	PS	Digital Logging	15,703	16,174	16,659	17,159	17,674
Software Agreement	4806	PS	PUMA software maintenance	10,000	10,300	10,609	10,927	11,255
Software Agreement	4806	PS	Amory software maintenance	7,103	7,316	7,536	7,762	7,994
Computer Supplies	4809	PS	Laptop and tablets	30,000	30,900	31,827	32,782	33,765
Computer Supplies	4809	PS	Upgrade EOC, dispatch and conference room technology	30,000	30,000	30,000	30,000	30,000
Computer Supplies	4809	PS	Replace PUMA digital audio recorders	130,000	-	-	-	-
Technology Services	4323	PW	Lucity remote assistance	-	30,000	30,000	30,000	30,000
Software as a Service	4804	PW	Work order system for facilities - monthly subscription	10,000	10,300	10,609	10,927	11,255
Software Agreement	4806	PW	FASTER Asset Solutions software maintenance	8,723	8,985	9,254	9,532	9,818
Software Agreement	4806	PW	AutoCAD licenses	8,500	8,755	9,018	9,288	9,567
Software Agreement	4323	PW	WeatherTrak (subscription)	54,406	56,038	57,719	59,451	61,234
Software Agreement	4806	PW	Lucity Standard Support	43,000	45,150	47,408	49,778	52,267
Software Agreement	4806	PW	VNC Enterprise license with maintenance	-	-	-	-	5,000
Software Agreement	4806	PW	Screencast-o-Matic software maintenance	300	309	318	328	338
Software Agreement	4806	PW	Cisco server software licensing	7,324	7,544	7,770	8,003	8,243
Capital Hardware	4651	Trans	Server replacements	-	75,000	50,000	-	-
Software Agreement	4806	Trans	AutoCAD subscriptions	6,000	6,000	6,000	6,000	6,000
Software Agreement	4806	Trans	Crossroads - traffic records software maintenance	2,000	2,060	2,122	2,185	2,251
Software Agreement	4806	Trans	Centracs - traffic management software	55,000	56,650	58,350	60,100	61,903
Software Agreement	4806	Trans	Bluebeam license - PDF editing and collaboration tool	2,500	2,500	2,500	2,500	2,500
Contract Services	4310	GP	Technology project support	25,000	25,000	25,000	25,000	25,000
Technology Services	4323	GP	TV/Streaming/Broadcast capabilities	30,000	30,000	30,000	30,000	30,000
Technology Services	4323	GP	Audiovisual Installations and Upgrades	30,000	30,000	30,000	30,000	30,000
Technology Services	4323	GP	Security cameras	10,000	10,300	10,609	10,927	11,255
Technology Services	4323	GP	Balloon waitlist management system	10,000	1,000	1,030	1,061	1,093
Technology Services	4323	GP	Sound/PA system	20,000	20,000	20,000	20,000	20,000
Technology Services	4323	GP	Wireless access for stadium	45,000	100,000	100,000	100,000	50,000
Technology Services	4323	GP	Musco field lights software and tools	-	10,000	10,000	10,000	40,000
Software Agreement	4809	GP	Software Maintenance and Renewal	20,000	20,600	21,218	21,855	22,510
Software Agreement	4809	GP	Quantum Vue - controls lighting in sports complex	-	20,000	20,000	20,000	100,000
Software Agreement	4809	GP	Automated Logic - controls HVAC system in sports complex	-	10,000	10,000	10,000	30,000
Software Agreement	4809	GP	DMP 8000 display - controls videoboards for stadiums	-	20,000	20,000	20,000	100,000
Software Agreement	4809	GP	Tesira - controls audio equipment for stadiums	-	10,000	10,000	10,000	40,000
Computer Supplies	4809	GP	Computer equipment for Wireless/Displays	10,000	10,000	10,000	10,000	10,000

Shared and Department Projects in Technology Fund 579

Category	Object	Dept	Description	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Salary/Benefits	40xx	SH	Salary & Benefits	784,697	808,238	832,485	857,460	883,183
Equip under 5K	4106	SH	Helpdesk reconfiguration	10,000	-	-	-	-
Office Supplies	4110	SH	Office Supplies	6,000	6,000	6,000	6,000	6,000
Postage	4120	SH	Postage	100	100	100	100	100
Duplicating	4220	SH	Duplicating	1,200	1,200	1,200	1,200	1,200
Facilities	4260	SH	Facilities Maintenance	131,694	138,279	145,193	152,452	160,075
Contract Staffing	4305	SH	Administrative Support - Watch for 960 hours	30,000	30,000	30,000	30,000	30,000
Pcard	4307	SH	Contract Service Pcard	60,000	60,000	60,000	60,000	60,000
Contract Services	4310	SH	Enterprise IT advisory and consulting services	120,000	126,000	132,300	138,915	145,861
Contract Services	4310	SH	Data center services	3,650,000	4,081,000	4,113,000	4,128,000	4,251,840
Contract Services	4310	SH	Website and media support and enhancements	140,000	90,000	90,000	90,000	90,000
Contract Services	4310	SH	Information Technology security assessment	100,000	100,000	100,000	100,000	100,000
Contract Services	4310	SH	Technology project support	350,000	350,000	350,000	350,000	350,000
Technology Services	4323	SH	Onsite support	25,000	50,000	50,000	50,000	50,000
Technology Services	4323	SH	Network - UPS and HVAC Support	45,000	47,250	49,613	52,093	54,698
Technology Services	4323	SH	City mobile app (Access Irvine) development and support	25,000	5,000	5,000	5,000	5,000
Technology Services	4323	SH	24/7 Camera maintenance (moved to PS after 18/19)	20,000	-	-	-	-
Technology Services	4323	SH	Application services contingency for unanticipated cost	50,000	50,000	50,000	50,000	50,000
Technology Services	4323	SH	Hardware destruction	2,000	2,000	2,000	2,000	2,000
Technology Services	4323	SH	Backup System Off-Site	120,000	120,000	120,000	120,000	120,000
Technology Services	4323	SH	Data Cabling	30,000	30,000	30,000	30,000	30,000
Technology Services	4323	SH	Security System Enhancements	-	30,000	30,000	30,000	30,000
Technology Services	4652	SH	Single Sign-on/Two Factor Authentication	30,000	30,000	30,000	30,000	30,000
Technology Services	4806	SH	Network - PCI Annual Scanning	5,000	5,000	5,000	5,000	5,000
Legal	4340	SH	City attorney fees	20,600	21,218	21,855	22,510	23,185
Training	4355	SH	Training Services	100,000	100,000	100,000	100,000	100,000
Business Expense	4450	SH	Business Expense	10,000	10,000	10,000	10,000	10,000
Capital Hardware	4651	SH	Data center capital hardware	150,000	100,000	100,000	100,000	100,000
Capital Software	4652	SH	Software contingency	50,000	50,000	50,000	50,000	50,000
Technology Subscriptions	4801	SH	Adobe creative suite subscription	30,000	30,000	30,000	30,000	30,000
Technology Subscriptions	4801	SH	Cerdant - firewall managed security subscription	30,000	30,900	31,827	32,782	33,765
Technology Subscriptions	4801	SH	Internet Domain Renewals	2,000	2,100	2,205	2,315	2,431
Technology Subscriptions	4801	SH	TomTom annual fleet dispatch service	700	721	743	765	788
Software as a Service	4804	SH	Enterprise Remote Desktop Support	9,600	9,600	9,600	9,600	9,600
Software as a Service	4804	SH	Acquia Web Hosting	35,000	35,000	35,000	35,000	35,000
Software as a Service	4804	SH	GovDelivery - Digital Government Communication	25,000	25,000	25,000	25,000	25,000
Software as a Service	4804	SH	2014-2018 imagery	14,000	14,000	14,000	14,000	14,000
Software as a Service	4804	SH	Cloud Hosting as a service	200,000	150,000	200,000	200,000	200,000
Software as a Service	4804	SH	Smartdraw - workflow software	5,000	5,000	5,000	5,000	5,000
Software as a Service	4804	SH	Solarwinds - network monitoring software	-	43,000	45,150	47,408	49,778
Software as a Service	4804	SH	Access Irvine App	10,000	15,000	15,750	16,538	17,364
Software as a Service	4804	SH	Aerial imaging	50,000	51,500	53,045	54,636	56,275
Software as a Service	4804	SH	UGovernIT	30,000	30,900	31,827	32,782	33,765

Shared and Department Projects in Technology Fund 579

Category	Object	Dept	Description	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Software as a Service	4804	SH	Webtrends Analytics - webpage traffic monitoring software	1,743	1,743	1,743	1,743	1,743
Software Agreement	4806	SH	Adobe Acrobat - Standard and Pro (VLA)	25,750	26,523	27,318	28,138	28,982
Software Agreement	4806	SH	Network/WLAN System	30,000	31,800	33,708	35,730	37,874
Software Agreement	4806	SH	Articulate 1400 (was Kratos LMS)	30,000	30,900	31,827	32,782	33,765
Software Agreement	4806	SH	Civica CMS	5,250	5,513	5,788	6,078	6,381
Software Agreement	4806	SH	Network Monitoring and Licensing Support	40,000	40,000	40,000	40,000	40,000
Software Agreement	4806	SH	EDU Business Solutions	990	990	990	990	990
Software Agreement	4806	SH	ESRI ArcView/GIS Support and developer license	102,000	104,040	106,121	108,243	110,408
Software Agreement	4806	SH	Camera and Access System	40,000	40,000	40,000	40,000	40,000
Software Agreement	4806	SH	Anti-Virus software	51,500	51,500	51,500	51,500	51,500
Software Agreement	4806	SH	Maintenance Contingency	120,000	120,000	120,000	120,000	120,000
Software Agreement	4806	SH	Microsoft Enterprise Licensing	700,000	800,000	800,000	800,000	800,000
Software Agreement	4806	SH	Microsoft Premier Support	95,000	95,000	95,000	95,000	95,000
Software Agreement	4806	SH	Reportal - scheduling and distribution reporting services	867	893	920	948	976
Software Agreement	4806	SH	HiveManager wireless access points and support	14,173	14,598	15,036	15,487	15,951
Software Agreement	4806	SH	Alvarion Clock Tower maintenance	2,708	2,789	2,873	2,959	3,048
Software Agreement	4806	SH	Alvarion Sweet Shade maintenance	1,500	1,545	1,591	1,639	1,688
Software Agreement	4806	SH	Computer room cleaning	15,450	15,914	16,391	16,883	17,389
Software Agreement	4806	SH	Network - Fluke	1,000	1,000	1,000	1,000	1,000
Software Agreement	4806	SH	Network - Firewall	31,616	31,616	31,616	31,616	31,616
Software Agreement	4806	SH	Network - SSL Certificates	19,244	19,821	20,416	21,028	21,659
Software Agreement	4806	SH	Network - VMWare/HyperV maintenance	45,000	45,000	45,000	45,000	45,000
Software Agreement	4806	SH	Network - internet traffic monitoring	100,000	50,000	100,000	105,000	110,250
Software Agreement	4806	SH	Discovery Accelerator - email retention software	80,000	84,000	88,200	92,610	97,241
Computer Supplies	4809	SH	Network (Minor Hardware)	50,000	50,000	50,000	50,000	50,000
Computer Supplies	4809	SH	Network (Contingency)	20,000	20,000	20,000	20,000	20,000
Computer Supplies	4809	SH	UPS Replacements	-	80,000	20,000	20,000	20,000
Computer Supplies	4809	SH	Computer replacements	350,000	200,000	250,000	262,500	275,625
Computer Supplies	4809	SH	Servers replacement and Virtualization	50,000	52,500	55,125	57,881	60,775
Computer Supplies	4809	SH	Computer peripherals	19,906	19,906	19,906	19,906	19,906
Salary/Benefits	40xx	GIS	Salary & Benefits	726,483	748,277	770,726	793,848	817,663
Office Supplies	4110	GIS	Office Supplies - GIS	5,000	5,150	5,305	5,464	5,628
Duplicating	4220	GIS	Duplicating	500	500	500	500	500
Postage	4120	GIS	Postage	250	250	250	250	250
Contract Services	4310	GIS	Secured Tax Roll	2,575	2,652	2,732	2,814	2,898
Technology Services	4323	GIS	Consultant to provide data and maps for GIS Support	8,000	8,000	8,000	8,000	8,000
Training	4445	GIS	Training Services (GIS team)	3,150	3,308	3,473	3,647	3,829
Business Expense	4450	GIS	Business Expense (GIS team)	5,000	5,150	5,305	5,464	5,628
			Total Strategic Technology Fund:	14,334,928	16,534,440	15,815,479	13,687,929	14,052,497

*The total includes Shared Technology, DXC Services Contract and Department Projects.

Duplicating Fund 578

Category	Object	Dept	Description	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Salary/Benefits	40xx	SH	Salaries	173,071	181,725	190,811	200,352	210,369
Office Supplies	4110	SH	Paper and Supplies	50,000	100,000	103,000	106,090	109,273
Facilities	4260	SH	Facilities Maintenance	29,144	32,058	35,264	38,791	42,670
Contract Services	4310	SH	Duplicating Contract	750,000	787,500	826,875	868,219	911,630
Contract Services	4310	SH	Managed Print	250,000	262,500	275,625	289,406	303,877
Contract Services	4323	SH	Repair and maintenance for hardware	2,000	2,000	2,000	2,000	2,000
Capital Hardware	4651	SH	Capital Hardware (Plotter)	-	-	10,000	5,000	5,000
Computer Supplies	4809	SH	Printer Replacements	40,000	41,200	42,436	43,709	45,020
Computer Supplies	4809	PC	Plotter	-	-	-	5,000	5,000
			Duplicating Balance	1,294,215	1,406,983	1,486,011	1,558,567	1,634,838
			Estimated Revenue	(462,680)	(476,560)	(490,857)	(505,583)	(505,583)
			Net Duplicating Total	831,535	930,423	995,154	1,052,984	1,129,255

Telecommunications Fund 579

Category	Object	Dept	Description	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Salary/Benefits	40xx	SH	Salaries (20% for IT positions)	87,177	91,536	96,113	100,918	105,964
Contract Services	4310	SH	Telecommunication Support	52,500	55,125	57,881	60,775	63,814
Contract Services	4310	SH	Payphone support and maintenance	2,000	2,000	2,000	2,000	2,000
Contract Services	4310	SH	Wireless Infrastructure Study	200,000	200,000	200,000	200,000	200,000
Contract Services	4310	SH	Remote Site Connectivity	77,250	79,568	81,955	84,413	86,946
Contract Services	4310	SH	Video conferencing services	40,000	40,000	40,000	40,000	40,000
Telecom Direct	4513	SH	Land Line Service Providers	530,450	546,364	562,754	579,637	597,026
Telecom Direct	4513	SH	Mobile Service Providers	350,000	385,000	423,500	465,850	512,435
Telecom Direct	4513	GP	Internet and land line services - GP only	75,000	78,750	82,688	86,822	91,163
Telecom Direct	4513	PS	Command Post DirecTV	5,150	5,305	5,464	5,628	5,796
Capital Hardware	4651	SH	Capital telecommunications equipment	32,000	33,280	34,611	35,996	37,435
Software Agreement	4806	SH	VOIP Maintenance	100,000	103,000	106,090	109,273	112,551
Computer Supplies	4809	SH	Cable & Supplies	16,500	18,150	19,965	21,962	24,158
Computer Supplies	4809	SH	Desk phones and Accessories	75,000	82,500	90,750	99,825	109,808
Computer Supplies	4809	CD	Inspectors mobility upgrade devices (42) - CD only	10,000	10,000	10,000	10,000	10,000
Computer Supplies	4809	SH	Mobile Devices and Accessories	75,000	86,250	99,188	114,066	131,175
			Telecom Balance	1,728,027	1,816,826	1,912,958	2,017,164	2,130,271

FUND 180

ORANGE COUNTY GREAT PARK

This fund is used to account for the administrative, operating, maintenance, and programming expenditures of the Orange County Great Park (OCGP). On July 7, 2003 the Irvine City Council formed the Orange County Great Park Corporation as a California Nonprofit Public Benefit Corporation for the specific purpose of managing the development, operation, maintenance, and programming of the Orange County Great Park. The Orange County Great Park Corporation is governed by a five-member board of directors, all of which are members of the Irvine City Council. The OCGP Board is responsible for adopting policies and providing direction concerning planning, design, construction, operations, and maintenance for the public portions of the Park. The City of Irvine is responsible for initiating and approving land use modifications; managing financial matters, including contracts for professional and maintenance services related to the Park. The City manages all funds related to development of the Park, including accounting for Park related expenditures and investment decisions in accordance with the City's investment policy.

Description	Section	Service	Activity	Object	2016-2017 Actual	2017-2018 Estimated Actual	2018-2019 Proposed
Beginning Fund Balance					\$309,427,211	\$319,421,468	\$311,279,625
Interest	000	000	9999	3631	677,627	868,404	1,447,711
Market Value Gain-Loss	000	000	9999	3670	(605,964)	0	0
Rent	020	010	8003	3632	312,984	297,315	297,315
Rent	020	010	8004	3632	985,459	967,308	852,735
Development Agreement	020	010	8030	3616	1,350,000	1,500,000	1,500,000
Special Assessmts/Tax-Tax Roll	020	010	8031	3005	8,520,244	10,078,550	10,229,728
Development Agreement	020	010	8032	3616	7,850,000	1,250,000	1,250,000
Reimbursement Fees	020	010	9999	3413	14,089	0	0
Development Agreement	020	010	9999	3616	0	0	5,000,000
Miscellaneous Development Fees	020	010	9999	3770	10,000	0	0
Rent	211	004	9999	3632	191,780	176,427	0
Rent	229	004	9999	3632	0	0	66,441
Recreation Programs	311	865	3027	3420	493	0	0
Revenue Sharing-Rent	311	865	3033	3635	8,945	12,000	4,000
Sponsorship Revenue	311	889	8802	3252	1,846	0	0
Tennis	321	305	3011	3461	0	109,740	95,000
Tennis	321	305	3022	3461	0	86,880	0
Tennis	321	305	3023	3461	0	0	139,500
Tennis	321	305	3025	3461	0	1,182,600	72,500
Tennis	321	305	3029	3461	0	71,280	48,000
Tennis	321	305	3031	3461	0	359,520	0

FUND 180
ORANGE COUNTY GREAT PARK

Description	Section	Service	Activity	Object	2016-2017 Actual	2017-2018 Estimated Actual	2018-2019 Proposed
Tennis	321	305	3046	3461	0	0	36,750
Tennis	321	305	3051	3461	0	0	15,500
Tennis	321	305	3055	3461	0	0	30,000
Tennis	321	305	3058	3461	0	0	20,000
Tennis	321	305	3059	3461	0	0	616,250
Facility-Equipment Rent	321	305	3096	3403	0	0	7,500
Facility-Equipment Rent	321	318	3096	3403	0	3,038,641	3,377,000
Facility-Equipment Rent	321	318	3197	3403	0	83,880	150,000
Facility-Equipment Rent	321	324	3096	3403	0	125,535	385,600
Facility-Equipment Rent	321	324	3197	3403	0	28,221	84,000
Facility-Equipment Rent	321	325	3096	3403	0	86,195	265,200
Facility-Equipment Rent	321	325	3197	3403	0	31,264	95,200
Contract Class Programs	321	327	3011	3401	0	0	2,500
Contract Class Programs	321	327	3023	3401	0	0	2,500
Contract Class Programs	321	327	3025	3401	0	0	10,000
Contract Class Programs	321	327	3029	3401	0	0	2,500
Contract Class Programs	321	327	3046	3401	0	0	2,500
Contract Class Programs	321	327	3059	3401	0	0	2,500
Facility-Equipment Rent	321	327	3096	3403	0	0	15,000
Contract Class Programs	321	865	3031	3401	9,112	0	0
Facility-Equipment Rent	321	865	3096	3403	611,334	0	0
Child Services	340	337	3029	3414	0	0	75,000
Special Events	340	337	8116	3404	0	0	37,300
Contract Class Programs	340	337	8131	3401	0	0	25,000
Facility-Equipment Rent	340	359	3096	3403	0	0	110,000
Admissions	340	359	8123	3410	0	0	150,000
Admissions	340	359	8124	3410	0	0	50,000
Special Events	340	865	3016	3404	0	20,000	0
Contract Class Programs	340	865	3031	3401	41,272	70,000	0
Gross Taxable Sales	340	865	3091	3490	2,237	1,000	0
Facility-Equipment Rent	340	865	3096	3403	102,033	75,000	0
Commissions-Vending Non-Tax	340	865	3096	3405	2,360	0	0

FUND 180
ORANGE COUNTY GREAT PARK

Description	Section	Service	Activity	Object	2016-2017 Actual	2017-2018 Estimated Actual	2018-2019 Proposed
Admissions	340	865	8023	3410	134,570	50,000	0
Admissions	340	865	8024	3410	51,552	0	0
Donations	340	889	8116	3494	100	0	0
Admissions	340	889	8123	3410	1,500	150,000	0
Recreation Programs	340	889	8127	3420	808	0	0
Donations	340	889	8127	3494	351	0	0
Trans In-Maintenance Assessmt	915	915	9999	7119	0	0	40,628
Subtotal Revenue					<u>\$20,274,732</u>	<u>\$20,719,760</u>	<u>\$26,611,358</u>
Salary and Benefits	001	010	9999	40XX	72,616	68,514	74,332
Supplies - Customized	017	166	9999	4109	0	0	5,000
Supplies	017	166	9999	4110	57	5,000	5,000
Postage	017	166	9999	4120	0	5,000	5,000
Advertising and Publishing Exp	017	166	9999	4150	0	25,000	25,000
Contract Services	017	166	9999	4310	174,837	158,624	150,000
Subscriptions-Technology	017	166	9999	4801	75	0	0
Contract Services	020	010	0081	4310	0	52,500	0
Supplies - Customized	020	010	9999	4109	0	500	1,000
Supplies	020	010	9999	4110	1,016	2,500	10,000
Internal Program Supplies	020	010	9999	4115	34	2,500	5,000
Postage	020	010	9999	4120	514	3,000	3,000
Advertising and Publishing Exp	020	010	9999	4150	195	7,500	7,500
Permits and Fees	020	010	9999	4170	1,112	20,000	20,000
Print Services	020	010	9999	4220	6,586	5,500	12,000
Equipment Rent	020	010	9999	4240	11,884	9,610	8,793
Contract Staffing	020	010	9999	4305	0	0	15,000
Contract Services	020	010	9999	4310	1,122,609	2,080,500	2,381,000
Legal Services	020	010	9999	4333	829	50,000	50,000
City Attorney Services	020	010	9999	4340	236,430	330,000	330,000
Vehicle Washing	020	010	9999	4371	0	500	0
Local Travel	020	010	9999	4410	100	3,000	3,000
Tuition Reimbursement	020	010	9999	4440	0	5,000	5,000

FUND 180
ORANGE COUNTY GREAT PARK

Description	Section	Service	Activity	Object	2016-2017 Actual	2017-2018 Estimated Actual	2018-2019 Proposed
Business Expenses	020	010	9999	4450	4,701	20,000	20,000
Telecommunications-Shared	020	010	9999	4511	4,969	5,834	12,620
Wireless Communication	020	010	9999	4512	0	400	400
Cap Equipmt-Office Furniture	020	010	9999	4640	0	5,000	10,000
Cap Computer Hardware Systems	020	010	9999	4651	0	0	10,000
Cap Equipmt-Vehicles	020	010	9999	4660	35,712	0	0
Computer Supplies and Equipmnt	020	010	9999	4809	0	15,000	15,000
Technology-Shared	020	010	9999	4910	26,669	36,267	44,912
Insurance Premium	020	010	9999	4914	30,341	105,800	116,380
Training	020	010	9999	4445	0	2,000	2,000
Salary and Benefits	020	010	9999	40XX	958,265	1,169,181	1,244,923
Tuition Reimbursement	125	141	9999	4440	0	1,300	1,300
Telecommunications-Shared	125	141	9999	4511	1,242	1,458	3,154
Technology-Shared	125	141	9999	4910	6,667	9,066	11,227
Training	125	141	9999	4445	0	550	550
Salary and Benefits	125	141	9999	40XX	249,629	264,561	270,024
Contract Services	151	113	9999	4310	6,815	7,020	7,230
Salary and Benefits	151	113	9999	40XX	56,239	56,915	58,838
Salary and Benefits	152	161	9999	40XX	69,649	80,000	78,833
Salary and Benefits	211	004	9999	40XX	3,529	4,135	0
Supplies	228	004	9999	4110	0	150	150
Postage	228	004	9999	4120	0	200	200
Advertising and Publishing Exp	228	004	9999	4150	864	1,000	1,000
Print Services	228	004	9999	4220	220	2,000	2,000
Salary and Benefits	228	004	9999	40XX	15,509	0	0
Interfund Services Used	228	222	9999	4380	160	0	0
Print Services	228	224	9999	4220	1	0	0
Interfund Services Used	228	224	9999	4380	47,827	150,000	150,000
Salary and Benefits	228	224	9999	40XX	3,792	44,036	20,168
Salary and Benefits	229	004	9999	40XX	0	0	8,619
Salary and Benefits	240	004	9999	40XX	44	3,849	4,047

FUND 180
ORANGE COUNTY GREAT PARK

Description	Section	Service	Activity	Object	2016-2017 Actual	2017-2018 Estimated Actual	2018-2019 Proposed
Interfund Services Used	241	245	9999	4380	31,642	190,000	130,000
Salary and Benefits	241	245	9999	40XX	2,091	2,287	2,453
Interfund Services Used	241	246	9999	4380	139,961	264,000	300,000
Interfund Services Used	241	247	9999	4380	2,109	1,500	1,500
Salary and Benefits	301	323	9999	40XX	0	169,829	181,518
Salary and Benefits	301	865	3001	40XX	182,056	169,829	180,757
Supplies	311	343	3041	4110	0	9,000	15,000
Contract Services	311	343	3041	4310	0	500	2,000
Repair Maint of Equipment	311	343	3041	4360	0	500	6,000
Interfund Services Used	311	343	3041	4380	0	0	500
Salary and Benefits	311	343	3041	40XX	0	137,548	120,698
Salary and Benefits	311	865	3016	40XX	7,435	0	0
Supplies	311	865	3027	4110	2,121	0	0
Contract Services	311	865	3027	4310	3,008	0	0
Salary and Benefits	311	865	3027	40XX	58,617	0	0
Salary and Benefits	311	865	3031	40XX	3,627	0	0
Equipment Under \$5K	311	865	3033	4106	251	0	0
Supplies	311	865	3033	4110	6,260	0	0
Contract Services	311	865	3033	4310	43,023	0	0
Local Travel	311	865	3033	4410	6	0	0
Salary and Benefits	311	865	3033	40XX	81,941	0	0
Contract Services	311	889	8802	4310	1,846	0	0
Supplies	321	305	3011	4110	0	3,300	0
Class Instructors	321	305	3011	4301	0	7,000	17,500
Salary and Benefits	321	305	3011	40XX	0	20,096	26,813
Class Instructors	321	305	3022	4301	0	10,000	0
Salary and Benefits	321	305	3022	40XX	0	27,821	0
Class Instructors	321	305	3023	4301	0	0	97,650
Salary and Benefits	321	305	3023	40XX	0	0	14,244
Class Instructors	321	305	3025	4301	0	170,000	39,875

FUND 180
ORANGE COUNTY GREAT PARK

Description	Section	Service	Activity	Object	2016-2017 Actual	2017-2018 Estimated Actual	2018-2019 Proposed
Salary and Benefits	321	305	3025	40XX	0	91,332	40,852
Class Instructors	321	305	3029	4301	0	0	33,600
Salary and Benefits	321	305	3029	40XX	0	29,285	17,887
Class Instructors	321	305	3031	4301	0	25,000	0
Salary and Benefits	321	305	3031	40XX	0	50,701	5,493
Class Instructors	321	305	3046	4301	0	0	19,940
Salary and Benefits	321	305	3046	40XX	0	0	13,429
Class Instructors	321	305	3051	4301	0	0	10,850
Salary and Benefits	321	305	3051	40XX	0	0	17,635
Class Instructors	321	305	3055	4301	0	0	21,000
Salary and Benefits	321	305	3055	40XX	0	0	7,658
Class Instructors	321	305	3058	4301	0	0	14,000
Salary and Benefits	321	305	3058	40XX	0	0	20,899
Class Instructors	321	305	3059	4301	0	0	369,750
Salary and Benefits	321	305	3059	40XX	0	0	15,209
Salary and Benefits	321	305	3096	40XX	0	0	7,824
Salary and Benefits	321	305	3197	40XX	0	76,512	4,376
Overtime	321	318	3096	4030	61	0	0
Supplies	321	318	3096	4110	7,092	3,000	5,000
Equipment Rent	321	318	3096	4240	1,198	0	0
Salary and Benefits	321	318	3096	40XX	412,498	401,351	306,264
Salary and Benefits	321	318	3197	40XX	0	31,462	82,648
Supplies	321	324	3096	4110	0	0	5,000
Salary and Benefits	321	324	3096	40XX	0	64,312	217,052
Salary and Benefits	321	324	3197	40XX	0	31,187	64,566
Salary and Benefits	321	325	3096	40XX	0	61,871	180,028
Salary and Benefits	321	325	3197	40XX	0	29,066	50,084
Class Instructors	321	327	3011	4301	0	0	1,750
Class Instructors	321	327	3023	4301	0	0	2,000
Class Instructors	321	327	3025	4301	0	0	7,000

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ORANGE COUNTY GREAT PARK

Description	Section	Service	Activity	Object	2016-2017 Actual	2017-2018 Estimated Actual	2018-2019 Proposed
Class Instructors	321	327	3029	4301	0	0	1,750
Class Instructors	321	327	3046	4301	0	0	1,750
Class Instructors	321	327	3059	4301	0	0	1,750
Print Services	321	865	3033	4220	390	0	0
Repair Maint Replacement Parts	321	865	3033	4361	500	0	0
Business Expenses	321	865	3033	4450	96	0	0
Salary and Benefits	321	865	3033	40XX	17,342	0	0
Contract Services	321	865	3096	4310	2,816	0	0
Salary and Benefits	321	865	3096	40XX	1,209	0	0
Salary and Benefits	340	323	8010	40XX	94	0	0
Class Instructors	340	337	3029	4301	0	0	45,000
Salary and Benefits	340	337	3029	40XX	0	0	50,151
Overtime	340	337	8116	4030	0	2,644	0
Supplies - Customized	340	337	8116	4109	0	3,730	0
Supplies	340	337	8116	4110	0	32,000	42,000
Contract Services	340	337	8116	4310	0	72,000	127,000
Salary and Benefits	340	337	8116	40XX	0	87,702	161,930
Overtime	340	337	8120	4030	0	34	0
Supplies	340	337	8120	4110	0	0	3,000
Contract Services	340	337	8120	4310	0	70,000	70,000
Salary and Benefits	340	337	8120	40XX	0	13,975	63,411
Overtime	340	337	8127	4030	0	70	0
Supplies	340	337	8127	4110	0	6,600	14,000
Advertising and Publishing Exp	340	337	8127	4150	0	4	0
Contract Services	340	337	8127	4310	0	15,000	28,000
Salary and Benefits	340	337	8127	40XX	0	77,347	88,913
Overtime	340	337	8131	4030	0	56	0
Class Instructors	340	337	8131	4301	0	20,000	25,000
Salary and Benefits	340	337	8131	40XX	0	43,019	74,817
Contract Services	340	337	8801	4310	0	0	50,194
Overtime	340	359	3050	4030	0	4,200	5,000

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ORANGE COUNTY GREAT PARK

Description	Section	Service	Activity	Object	2016-2017 Actual	2017-2018 Estimated Actual	2018-2019 Proposed
Supplies	340	359	3050	4110	0	3,000	40,000
Salary and Benefits	340	359	3052	40XX	0	0	120,384
Salary and Benefits	340	359	3096	40XX	0	7,443	95,273
Supplies	340	359	3139	4110	0	22	0
Print Services	340	359	3139	4220	0	273	0
Salary and Benefits	340	359	3139	40XX	0	149,138	169,870
Salary and Benefits	340	359	8029	40XX	0	72,034	15,806
Contract Services	340	359	8119	4310	0	10,700	0
Supplies	340	359	8123	4110	0	0	2,000
Permits and Fees	340	359	8123	4170	0	390	3,000
Contract Services	340	359	8123	4310	0	365,000	435,000
Insurance Premium	340	359	8123	4914	0	99,166	115,000
OCGP Cap Equipmt-Balloon	340	359	8123	4625	0	39,420	145,000
Salary and Benefits	340	359	8123	40XX	0	10,542	13,566
Supplies	340	359	8124	4110	0	255	1,000
Permits and Fees	340	359	8124	4170	0	390	0
Contract Services	340	359	8124	4310	0	0	9,000
Salary and Benefits	340	359	8124	40XX	0	151,313	145,495
Overtime	340	865	3033	4030	533	236	0
Equipment Under \$5K	340	865	3033	4106	13,831	0	0
Supplies - Customized	340	865	3033	4109	317	0	0
Supplies	340	865	3033	4110	35,077	512	0
Internal Program Supplies	340	865	3033	4115	13	0	0
Postage	340	865	3033	4120	115	130	0
Advertising and Publishing Exp	340	865	3033	4150	18	0	0
Print Services	340	865	3033	4220	13,312	5,600	0
Equipment Rent	340	865	3033	4240	73,972	0	0
Non-Contract PCard < \$5K	340	865	3033	4307	352	0	0
Contract Services	340	865	3033	4310	85,319	1,700	0
Local Travel	340	865	3033	4410	484	0	0
Business Expenses	340	865	3033	4450	1,348	0	0

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ORANGE COUNTY GREAT PARK

Description	Section	Service	Activity	Object	2016-2017 Actual	2017-2018 Estimated Actual	2018-2019 Proposed
Subscriptions-Technology	340	865	3033	4801	594	0	0
Computer Supplies and Equipmnt	340	865	3033	4809	1,484	0	0
Interfund Services Used	340	865	3033	4380	100	0	0
Salary and Benefits	340	865	3033	40XX	311,425	0	0
Salary and Benefits	340	865	3041	40XX	13,349	0	0
Salary and Benefits	340	865	3096	40XX	19,741	0	0
Overtime	340	865	3139	4030	359	0	0
Salary and Benefits	340	865	3139	40XX	234,554	0	0
Salary and Benefits	340	865	8024	40XX	49	0	0
Salary and Benefits	340	865	8029	40XX	190	0	0
Supplies	340	888	8029	4110	44	0	0
Overtime	340	889	8116	4030	2,406	0	0
Supplies	340	889	8116	4110	29,997	0	0
Contract Services	340	889	8116	4310	63,676	0	0
Salary and Benefits	340	889	8116	40XX	87,659	0	0
Equipment Under \$5K	340	889	8118	4106	2,976	0	0
Supplies	340	889	8118	4110	1,782	0	0
Contract Services	340	889	8118	4310	954	0	0
Computer Supplies and Equipmnt	340	889	8118	4809	27	0	0
Salary and Benefits	340	889	8118	40XX	2,489	0	0
Overtime	340	889	8123	4030	290	0	0
Supplies	340	889	8123	4110	357	0	0
Contract Services	340	889	8123	4310	403,086	0	0
Insurance Premium	340	889	8123	4914	91,463	0	0
OCGP Cap Equipmt-Balloon	340	889	8123	4625	79,000	0	0
Salary and Benefits	340	889	8123	40XX	30,549	0	0
Overtime	340	889	8124	4030	489	0	0
Equipment Under \$5K	340	889	8124	4106	449	0	0
Supplies	340	889	8124	4110	1,140	0	0
Salary and Benefits	340	889	8124	40XX	96,296	0	0
Overtime	340	889	8127	4030	5	0	0

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ORANGE COUNTY GREAT PARK

Description	Section	Service	Activity	Object	2016-2017 Actual	2017-2018 Estimated Actual	2018-2019 Proposed
Supplies	340	889	8127	4110	3,236	0	0
Contract Services	340	889	8127	4310	15,087	0	0
Salary and Benefits	340	889	8127	40XX	43,322	0	0
Class Instructors	340	889	8131	4301	22,583	0	0
Salary and Benefits	340	889	8131	40XX	50,345	0	0
Overtime	340	889	8149	4030	69	0	0
Equipment Under \$5K	340	889	8149	4106	235	0	0
Insurance Premium	340	889	8149	4914	2,650	0	0
Salary and Benefits	340	889	8149	40XX	6,521	0	0
Salary and Benefits	340	889	8801	40XX	4,482	0	0
Supplies	342	344	3018	4110	0	5,500	5,500
Contract Services	342	344	3018	4310	0	44,000	44,000
Salary and Benefits	342	344	3018	40XX	0	126,148	155,949
Salary and Benefits	342	344	3033	40XX	0	35,636	34,164
Salary and Benefits	342	345	3033	40XX	0	7,134	16,640
Supplies	342	345	8127	4110	0	0	9,000
Salary and Benefits	342	345	8127	40XX	0	0	41,994
Supplies	342	346	3018	4110	0	50	5,000
Contract Services	342	346	3018	4310	0	500	25,000
Salary and Benefits	342	346	3018	40XX	0	112,866	24,114
Salary and Benefits	342	346	3033	40XX	0	0	16,502
Supplies	342	346	8149	4110	0	0	2,000
Contract Services	342	346	8149	4310	0	0	20,000
Insurance Premium	342	346	8149	4914	0	2,650	5,000
Salary and Benefits	342	346	8149	40XX	0	15,893	0
Supplies	342	347	8116	4110	0	0	2,000
Contract Services	342	347	8116	4310	0	0	9,600
Supplies	342	865	3016	4110	200	0	0
Contract Services	342	865	3016	4310	3,950	0	0
Salary and Benefits	342	865	3016	40XX	48,049	0	0

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Description	Section	Service	Activity	Object	2016-2017 Actual	2017-2018 Estimated Actual	2018-2019 Proposed
Equipment Under \$5K	342	865	3018	4106	186	0	0
Supplies	342	865	3018	4110	1,739	0	0
Contract Services	342	865	3018	4310	18,831	0	0
Salary and Benefits	342	865	3018	40XX	42,455	0	0
Supplies	342	865	3027	4110	380	0	0
Contract Services	342	865	3027	4310	13,620	0	0
Salary and Benefits	342	865	3027	40XX	30,176	0	0
Salary and Benefits	342	865	3031	40XX	9,026	0	0
Print Services	342	865	3033	4220	209	140	0
Salary and Benefits	342	865	3033	40XX	162,068	0	0
Equipment Under \$5K	361	323	9999	4106	41,077	27,000	10,000
Supplies - Customized	361	323	9999	4109	1,440	12,000	19,000
Supplies	361	323	9999	4110	6,696	81,900	55,000
Postage	361	323	9999	4120	0	0	1,500
Advertising and Publishing Exp	361	323	9999	4150	0	0	2,000
Permits and Fees	361	323	9999	4170	0	1,630	0
Print Services	361	323	9999	4220	0	4,500	5,000
Equipment Rent	361	323	9999	4240	0	5,032	18,502
Contract Services	361	323	9999	4310	1,455	100,000	172,000
Repair Maint Replacement Parts	361	323	9999	4361	0	0	2,500
Local Travel	361	323	9999	4410	0	400	400
Tuition Reimbursement	361	323	9999	4440	0	0	4,000
Business Expenses	361	323	9999	4450	0	7,000	8,500
Cap Equipmt-Vehicles	361	323	9999	4660	0	92,500	85,000
Misc Capital Equipment	361	323	9999	4670	0	100,000	70,000
Bank and Credit Card Fees	361	323	9999	4796	0	20,000	90,000
Subscriptions-Technology	361	323	9999	4801	0	500	4,000
Computer Supplies and Equipmnt	361	323	9999	4809	0	35,000	10,000
Training	361	323	9999	4445	0	500	7,500
Salary and Benefits	361	323	9999	40XX	0	199,147	137,866
Equipment Under \$5K	361	865	3006	4106	0	1,200	0

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ORANGE COUNTY GREAT PARK

Description	Section	Service	Activity	Object	2016-2017 Actual	2017-2018 Estimated Actual	2018-2019 Proposed
Supplies - Customized	361	865	3006	4109	0	952	14,000
Supplies	361	865	3006	4110	0	8,000	0
Internal Program Supplies	361	865	3006	4115	0	200	0
Postage	361	865	3006	4120	0	800	3,500
Mail Center-Shared	361	865	3006	4123	8,676	8,676	7,952
Advertising and Publishing Exp	361	865	3006	4150	0	52	5,000
Print Services	361	865	3006	4220	0	2,000	16,000
Printing Services-Shared	361	865	3006	4221	83,132	98,344	48,913
Equipment Rent	361	865	3006	4240	0	40,863	74,550
Contract Services	361	865	3006	4310	16,800	25,000	122,000
Local Travel	361	865	3006	4410	0	100	3,000
Tuition Reimbursement	361	865	3006	4440	3,820	1,000	10,000
Telecommunications-Shared	361	865	3006	4511	59,013	69,000	149,875
Bank and Credit Card Fees	361	865	3006	4796	0	3,500	7,400
Subscriptions-Technology	361	865	3006	4801	0	4,500	4,500
Computer Supplies and Equipmnt	361	865	3006	4809	0	500	10,000
Technology-Shared	361	865	3006	4910	310,617	422,000	523,101
Training	361	865	3006	4445	100	0	2,000
Technology-Departmental	361	865	3006	4981	136,072	10,000	200,000
Salary and Benefits	361	865	3006	40XX	133,354	215,746	164,201
Overtime	401	402	4080	4030	12,749	0	0
Equipment Rent	401	402	4080	4240	0	7,401	0
Salary and Benefits	401	402	4080	40XX	317,950	0	0
Overtime	401	402	9999	4030	0	18,000	52,000
Equipment Under \$5K	401	402	9999	4106	0	3,800	2,000
Supplies	401	402	9999	4110	0	0	2,000
Equipment Rent	401	402	9999	4240	0	0	13,587
Cap Equipmt-Vehicles	401	402	9999	4660	0	80,000	15,000
Salary and Benefits	401	402	9999	40XX	0	524,804	551,766
Contract Services	501	003	9999	4310	0	1,000	0
City Attorney Services	501	003	9999	4340	1,419	18,000	10,000

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ORANGE COUNTY GREAT PARK

Description	Section	Service	Activity	Object	2016-2017 Actual	2017-2018 Estimated Actual	2018-2019 Proposed
Tuition Reimbursement	501	003	9999	4440	0	2,600	2,600
Telecommunications-Shared	501	003	9999	4511	1,242	1,458	3,154
Technology-Shared	501	003	9999	4910	6,667	9,066	11,227
Contract Services	531	560	9999	4310	214,865	841,000	400,000
Contract Services	533	004	9999	4310	0	7,000	0
Electric Utility	533	004	9999	4540	0	20,000	17,000
Interfund Services Used	533	004	9999	4380	0	71,500	5,000
Salary and Benefits	533	004	9999	40XX	228,521	232,229	277,489
Overtime	551	595	9999	4030	0	750	750
Supplies	551	595	9999	4110	0	2,000	1,900
Contract Services	551	595	9999	4310	8,400	9,000	9,000
Interfund Services Used	551	595	9999	4380	1,114	0	0
Salary and Benefits	551	595	9999	40XX	9,668	8,426	10,952
Overtime	551	596	9948	4030	0	600	600
Supplies	551	596	9948	4110	0	500	400
Contract Svcs-Street Sweeping	551	596	9948	4314	6,589	53,000	53,000
Salary and Benefits	551	596	9948	40XX	4,436	7,958	4,900
Overtime	551	597	9948	4030	0	350	350
Supplies	551	597	9948	4110	3,632	10,000	9,500
Contract Services	551	597	9948	4310	0	73,000	23,000
Salary and Benefits	551	597	9948	40XX	4,436	7,958	4,900
Salary and Benefits	551	597	9999	40XX	194	0	0
Overtime	551	598	9999	4030	0	700	700
Supplies	551	598	9999	4110	1,557	1,500	1,500
Contract Services	551	598	9999	4310	2,475	4,000	4,000
Contract Svcs-Concrete	551	598	9999	4322	4,796	4,000	4,000
Salary and Benefits	551	598	9999	40XX	8,657	8,426	10,952
Overtime	551	599	9999	4030	0	930	930
Supplies	551	599	9999	4110	0	2,000	1,800
Contract Services	551	599	9999	4310	0	5,000	5,000
Salary and Benefits	551	599	9999	40XX	13,806	14,011	14,392

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ORANGE COUNTY GREAT PARK

Description	Section	Service	Activity	Object	2016-2017 Actual	2017-2018 Estimated Actual	2018-2019 Proposed
Supplies	571	305	3096	4110	0	0	400
Contract Svcs-Park Maint	571	305	3096	4319	0	0	87,032
Salary and Benefits	571	305	3096	40XX	0	0	10,309
Supplies	571	318	3096	4110	0	0	9,000
Contract Svcs-Park Maint	571	318	3096	4319	0	0	1,756,051
Salary and Benefits	571	318	3096	40XX	0	0	216,718
Supplies	571	318	5095	4110	0	0	200
Contract Svcs-Park Maint	571	318	5095	4319	0	0	58,172
Salary and Benefits	571	318	5095	40XX	0	0	5,509
Supplies	571	324	3096	4110	0	0	4,000
Contract Svcs-Park Maint	571	324	3096	4319	0	0	781,314
Salary and Benefits	571	324	3096	40XX	0	0	96,713
Supplies	571	325	3096	4110	0	0	1,800
Contract Svcs-Park Maint	571	325	3096	4319	0	0	353,638
Salary and Benefits	571	325	3096	40XX	0	0	43,911
Supplies	571	327	3096	4110	0	0	200
Contract Svcs-Park Maint	571	327	3096	4319	0	0	23,242
Salary and Benefits	571	327	3096	40XX	0	0	5,509
Water Utility	571	652	8045	4520	4,256	0	0
Overtime	571	652	9999	4030	7	0	0
Supplies	571	652	9999	4110	0	20,000	4,400
Advertising and Publishing Exp	571	652	9999	4150	618	0	0
Equipment Rent	571	652	9999	4240	10,172	6,622	22,941
Contract Services	571	652	9999	4310	57,497	250,000	200,000
Contract Svcs-Park Maint	571	652	9999	4319	729,008	3,033,894	914,590
Water Utility	571	652	9999	4520	75,471	299,000	460,619
Cap Equipmt-Vehicles	571	652	9999	4660	0	0	30,000
Salary and Benefits	571	652	9999	40XX	178,443	320,093	106,313
Supplies	591	300	3096	4110	0	0	1,150
Contract Services	591	300	3096	4310	0	0	8,508
Salary and Benefits	591	300	3096	40XX	0	0	3,545

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ORANGE COUNTY GREAT PARK

Description	Section	Service	Activity	Object	2016-2017 Actual	2017-2018 Estimated Actual	2018-2019 Proposed
Supplies	591	305	3096	4110	0	0	9,200
Contract Services	591	305	3096	4310	0	0	68,060
Salary and Benefits	591	305	3096	40XX	0	0	24,804
Supplies	591	318	3096	4110	0	0	6,038
Contract Services	591	318	3096	4310	0	0	44,664
Salary and Benefits	591	318	3096	40XX	0	0	15,857
Supplies	591	318	3197	4110	0	0	18,112
Contract Services	591	318	3197	4310	0	0	133,993
Salary and Benefits	591	318	3197	40XX	0	0	48,936
Supplies	591	324	3096	4110	0	0	12,650
Contract Services	591	324	3096	4310	0	0	93,582
Salary and Benefits	591	324	3096	40XX	0	0	33,915
Supplies	591	325	3096	4110	0	0	4,600
Contract Services	591	325	3096	4310	0	0	34,030
Salary and Benefits	591	325	3096	40XX	0	0	12,656
Supplies	591	327	3096	4110	0	0	2,300
Contract Services	591	327	3096	4310	0	0	17,015
Salary and Benefits	591	327	3096	40XX	0	0	6,582
Overtime	591	373	3073	4030	7	4,000	4,000
Supplies	591	373	3073	4110	32,748	50,000	60,950
Permits and Fees	591	373	3073	4170	172	4,500	3,500
Equipment Rent	591	373	3073	4240	12,098	8,839	11,177
Contract Services	591	373	3073	4310	153,019	1,174,670	647,898
Water Utility	591	373	3073	4520	0	25,000	30,000
Gas Utility	591	373	3073	4530	0	3,000	15,000
Electric Utility	591	373	3073	4540	137,640	395,000	615,230
Cap Equipmt-Vehicles	591	373	3073	4660	0	15,000	24,000
Misc Capital Equipment	591	373	3073	4670	0	17,000	37,000
Training	591	373	3073	4445	0	1,500	1,500
Salary and Benefits	591	373	3073	40XX	157,292	218,135	319,452
Supplies	591	373	8123	4110	10,018	20,000	20,000

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ORANGE COUNTY GREAT PARK

Description	Section	Service	Activity	Object	2016-2017 Actual	2017-2018 Estimated Actual	2018-2019 Proposed
Permits and Fees	591	373	8123	4170	0	1,000	1,000
Contract Services	591	373	8123	4310	23,025	35,000	0
Electric Utility	591	373	8123	4540	16,900	0	0
Salary and Benefits	591	373	8123	40XX	15,613	0	0
Overtime	591	373	8124	4030	232	0	0
Supplies	591	373	8124	4110	5,084	20,000	20,000
Permits and Fees	591	373	8124	4170	901	1,000	2,000
Contract Services	591	373	8124	4310	2,545	30,000	0
Electric Utility	591	373	8124	4540	5,633	0	0
Training	591	373	8124	4445	0	1,500	1,500
Salary and Benefits	591	373	8124	40XX	18,488	19,450	0
Salary and Benefits	727	540	9999	40XX	0	0	2,463
Salary and Benefits	727	541	9999	40XX	0	0	8,983
Interfund Services Used	730	712	9999	4380	0	0	10,000
Salary and Benefits	730	712	9999	40XX	0	0	8,471
Contract Services	732	561	9999	4310	0	100,000	0
Trans Out-General Fund	915	915	9999	8001	100,000	100,000	187,500
Trans Out-Maintenance Assessmt	915	915	9999	8119	18,848	21,871	28,407
Trans Out-GP Development	915	915	9999	8286	517,175	10,399,099	14,404,469
Subtotal Expenditures					<u>\$10,280,483</u>	<u>\$28,861,603</u>	<u>\$36,319,452</u>
Fund Balance - Assigned	000	000	9999	2906	319,421,468	311,279,625	301,571,531
Ending Fund Balance					<u>\$319,421,468</u>	<u>\$311,279,625</u>	<u>\$301,571,531</u>

ORANGE COUNTY GREAT PARK - FUND 180
FY2018-19 Proposed Budget

DESCRIPTION	CITY MANAGER'S OFFICE	ADMINISTRATIVE SERVICES	COMMUNITY DEVELOPMENT	COMMUNITY SERVICES	PUBLIC SAFETY	PUBLIC WORKS	TRANSPORTATION	NON DEPARTMENTAL	TOTAL GREAT PARK
RESOURCES									
<u>Revenues</u>									
Community Facilities District	10,229,728								10,229,728
Development Agreement Fees	2,750,000								2,750,000
Marine Way Improvements	5,000,000								5,000,000
Lease Revenues	1,150,050		66,441						1,216,491
Program And Service Fees				5,922,800					5,922,800
Miscellaneous				4,000				1,447,711	1,451,711
Total Revenues	19,129,778	-	66,441	5,926,800	-	-	-	1,447,711	26,570,730
<u>Transfers-In</u>									
Maintenance District								40,628	40,628
Total Transfers-In								40,628	40,628
TOTAL RESOURCES	19,129,778	-	66,441	5,926,800	-	-	-	1,488,339	26,611,358
APPROPRIATIONS									
<u>Expenses</u>									
Salary & Benefits	1,319,035	407,673	35,289	3,165,292	551,530	1,273,085	19,913		6,771,816
Overtime Salaries	221	24	1	6,709	52,236	8,570	6		67,766
Supplies	113,500		3,350	313,000	4,000	196,600			630,450
Internal Service	66,325	14,381		1,022,893	13,587	48,499			1,165,686
Contract Services	2,926,000	7,230	581,500	1,824,459	-	5,734,790	10,000		11,083,979
Training/Bus Expense	30,000	1,850		35,400		5,600			72,850
Utilities	400					1,137,849			1,138,249
Capital Equipment	20,000			300,000	15,000	91,000			426,000
Miscellaneous	116,380			217,400					333,780
Repairs & Maintenance	-			8,500					8,500
Total Operating Appropriations	4,591,861	431,158	620,140	6,893,652	636,354	8,495,992	29,919	-	21,699,075
<u>Transfers-Out</u>									
General Fund								187,500	187,500
Great Park Maintenance Assessment								28,407	28,407
Great Park Development Fund								14,404,469	14,404,469
Total Transfers-Out	-	-	-	-	-	-	-	14,620,376	14,620,376
TOTAL APPROPRIATIONS	4,591,861	431,158	620,140	6,893,652	636,354	8,495,992	29,919	14,620,376	36,319,451
Net Decrease in Fund Balance Before Reserve	14,537,917	(431,158)	(553,699)	(966,852)	(636,354)	(8,495,992)	(29,919)	(13,132,037)	(9,708,093)
Set Aside to Rehab Asset Mgmt. Plan (RAMP)								843,721	843,721
NET INCR/(DECR) IN FUND BALANCE	14,537,917	(431,158)	(553,699)	(966,852)	(636,354)	(8,495,992)	(29,919)	(13,975,758)	(10,551,814)

GREAT PARK DEVELOPMENT FUND (286)

NEW PROJECT COSTS

IRWD Connection Fees	\$ 9,740,000
Operstions Trailer Relocation	1,115,000
Carousal Rehabilitation	360,000
Western Sector Water Quality Basins	136,100
HVAC & Refrigeration Replacements	100,000
Interior Finishes and Fixtures Replacements	100,000
Light Pole Replacements	100,000
Electrical Upgrades	50,000
Total Great Park	<u>\$ 11,701,100</u>

GENERAL AND SPECIAL FUNDS
CONTRACT SERVICES DETAIL BY DEPARTMENT

City Manager's Office

Contract Number	Contract Description	Fund	Section	Service	Activity	Object	Amount
<u>SPECIAL FUND</u>							
7190017014	SPECIAL EVENTS	180	017	166	9999	4310	150,000
7190020010	TEMPORARY STAFFING SUPPORT SERVICES, AS NEEDED	180	020	010	9999	4305	15,000
7190020011	ARCHITECTURE AND DESIGN COORDINATION	180	020	010	9999	4310	470,000
7190020013	PLANNING CONSULTANT SERVICES	180	020	010	9999	4310	836,000
7190020014	ENGINEERING SUPPORT SERVICES	180	020	010	9999	4310	600,000
7190020016	FINANCIAL AND REAL ESTATE ADVISORY SERVICES	180	020	010	9999	4310	300,000
7190020024	SITE ADMINISTRATION SERVICES INCLUDING, BUT NOT LIMITED TO: ENVIRONMENTAL MONITORING/COMPLIANCE, ASSET RELOCATION, PROJECT MONITORING/ IMAGERY	180	020	010	9999	4310	175,000
7190020021	SPECIAL LEGAL SERVICES	180	020	010	9999	4333	50,000
7190020022	LEGAL SERVICES FOR CITY RELATED ACTIVITIES	180	020	010	9999	4340	330,000
						SPECIAL FUND	TOTAL: \$2,926,000
						CITY MANAGER'S OFFICE	TOTAL: \$2,926,000

GENERAL AND SPECIAL FUNDS
CONTRACT SERVICES DETAIL BY DEPARTMENT

Administrative Services

Contract Number	Contract Description	Fund	Section	Service	Activity	Object	Amount
<u>SPECIAL FUND</u>							
7191151014	CONTRACT FOR THE CITY'S ANNUAL INDEPENDENT AUDIT OF ITS FINANCIAL STATEMENTS AND COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR)	180	151	113	9999	4310	7,230
						SPECIAL FUND	TOTAL: <u>\$7,230</u>
						ADMINISTRATIVE SERVICES	TOTAL: <u>\$7,230</u>

GENERAL AND SPECIAL FUNDS
CONTRACT SERVICES DETAIL BY DEPARTMENT

Community Development

Contract Number	Contract Description	Fund	Section	Service	Activity	Object	Amount
<u>SPECIAL FUND</u>							
7192228008	SUPPORT FOR PROJECT ENTITLEMENT PROCESSING, CASE COMPLIANCE AND PLANNING EFFORTS FOR THE 688-ACRE PROJECT AND OTHER OCGP PROJECTS	180	228	224	9999	4380	150,000
7192241006	SUPPORT FOR PLAN CHECK AND INSPECTION ASSOCIATED WITH THE OCGP DEVELOPMENT	180	241	245	9999	4380	130,000
7192241007	SUPPORT FOR PLAN CHECK AND INSPECTION ASSOCIATED WITH THE OCGP DEVELOPMENT	180	241	246	9999	4380	300,000
7192241008	SUPPORT FOR PLAN CHECK AND INSPECTION ASSOCIATED WITH THE OCGP DEVELOPMENT	180	241	247	9999	4380	1,500
						SPECIAL FUND	TOTAL: <u>\$581,500</u>
						COMMUNITY DEVELOPMENT	TOTAL: <u>\$581,500</u>

GENERAL AND SPECIAL FUNDS
CONTRACT SERVICES DETAIL BY DEPARTMENT

Community Services

Contract Number	Contract Description	Fund	Section	Service	Activity	Object	Amount
<u>SPECIAL FUND</u>							
7193311008	VETERINARY SERVICES	180	311	343	3041	4310	2,000
7193311009	REPAIR AND MAINTENANCE OF URBAN AGRICULTURE EQUIPMENT	180	311	343	3041	4360	6,000
7193311010	PERMIT AND INSPECTION FEES	180	311	343	3041	4380	500
7193321018	CONTRACT INSTRUCTORS	180	321	305	3011	4301	17,500
7193321018	CONTRACT INSTRUCTORS	180	321	305	3023	4301	97,650
7193321018	CONTRACT INSTRUCTORS	180	321	305	3025	4301	39,875
7193321018	CONTRACT INSTRUCTORS	180	321	305	3029	4301	33,600
7193321018	CONTRACT INSTRUCTORS	180	321	305	3046	4301	19,940
7193321018	CONTRACT INSTRUCTORS	180	321	305	3051	4301	10,850
7193321018	CONTRACT INSTRUCTORS	180	321	305	3055	4301	21,000
7193321018	CONTRACT INSTRUCTORS	180	321	305	3058	4301	14,000
7193321018	CONTRACT INSTRUCTORS	180	321	305	3059	4301	369,750
7193321018	CONTRACT INSTRUCTORS	180	321	327	3011	4301	1,750
7193321018	CONTRACT INSTRUCTORS	180	321	327	3023	4301	2,000
7193321018	CONTRACT INSTRUCTORS	180	321	327	3025	4301	7,000
7193321018	CONTRACT INSTRUCTORS	180	321	327	3029	4301	1,750
7193321018	CONTRACT INSTRUCTORS	180	321	327	3046	4301	1,750

GENERAL AND SPECIAL FUNDS
CONTRACT SERVICES DETAIL BY DEPARTMENT

Community Services

Contract Number	Contract Description	Fund	Section	Service	Activity	Object	Amount
7193321018		180	321	327	3059	4301	1,750
7193340008	CONTRACTS TO SUPPORT IMPLEMENTATION OF THE TERMS OF THE KAISER GRANT	180	340	337	8801	4310	50,194
7193340009	EQUIPMENT RENTAL, STAGING AND OTHER CONTRACTS TO SUPPORT SPOOKTACULAR EVENT	180	340	337	8116	4310	93,000
7193340010	PARKING MANAGEMENT AND GROUND TRANSPORTATION SERVICES FOR SPECIAL EVENTS, TOURS AND COUNCIL REQUESTS	180	340	337	8116	4310	34,000
7193340001	STUDENT FIELD TRIPS, TRANSPORTATION AND EDUCATION PROGRAM DEVELOPMENT	180	340	337	8120	4310	70,000
7193340018	COMMUNITY RECREATION PROGRAMS AND ACTIVITIES SUCH AS PUBLIC MOVIES, PROGRAM PREVIEWS, FAMILY ACTIVITIES, EDUCATIONAL WORKSHOPS AND BALLOON/CAROUSEL PROGRAM PACKAGES	180	340	337	8127	4310	28,000
7193340019	AFTER-SCHOOL CAMPS & PROGRAMS	180	340	337	3029	4301	45,000
7193340019	AFTER-SCHOOL CAMPS & PROGRAMS	180	340	337	8131	4301	25,000
7193340012	BALLOON OPERATION, MAINTENANCE, REPAIRS AND EQUIPMENT REPLACEMENT	180	340	359	8123	4310	430,000
7193340014	TICKET DESIGN/PRINTING FOR BALLOON AND CAROUSEL	180	340	359	8123	4310	5,000
7193340016	PROFESSIONAL/TECHNICAL SERVICES FOR CAROUSEL SAFETY REQUIREMENTS SUCH AS DOSH INSPECTIONS AND TRAINING AND CPR/FIRST AID CERTIFICATION	180	340	359	8124	4310	4,000
7193340017	TICKET DESIGN/PRINTING FOR BALLOON AND CAROUSEL	180	340	359	8124	4310	5,000

GENERAL AND SPECIAL FUNDS
CONTRACT SERVICES DETAIL BY DEPARTMENT

Community Services

Contract Number	Contract Description	Fund	Section	Service	Activity	Object	Amount
7193342012	EXHIBITION PROGRAMS AND ACTIVITIES AT THE ORANGE COUNTY GREAT PARK GALLERY	180	342	344	3018	4310	44,000
7193342016	HERITAGE EXHIBITS AND ACTIVITIES	180	342	346	3018	4310	25,000
7193342008	AIRCRAFT MAINTENANCE	180	342	346	8149	4310	20,000
7193342009	COMMUNITY ARTS PROGRAMS AND ACTIVITIES (E.G. PALM COURT HAPPENINGS, IMAGINATION CELEBRATION AND STUDENT PERFORMANCES)	180	342	347	8116	4310	9,600
7193361008	CERTIFICATION FEES FOR RED CROSS (OCGP STAFF)	180	361	323	9999	4310	2,000
7193361009	SPORTS COMPLEX OPENING CEREMONIES, EVENTS AND ACTIVITIES	180	361	323	9999	4310	10,000
7193361010	SPORTS COMPLEX MARKETING AND PROMOTIONAL SUPPORT SUCH AS PUBLIC RELATIONS, PROMOTIONAL MATERIALS, OUTREACH, WEBSITE ENHANCEMENTS AND SOCIAL MEDIA MARKETING STRATEGIES	180	361	323	9999	4310	60,000
7193361011	ATHLETIC SITE MGMT (E.G., PARKING, TRANSPORTATION, CUSTODIAL, FENCING, EQUIP. RENTAL, CAGES, LOCKSMITH, SECURITY AND SIGNAGE); INSURANCE ADMINISTRATION; AND SET-UP/DESIGN NEW/TEMPORARY/EXISTING FACILITIES (E.G. WINDSCREENING, AND OFFICE SPACES)	180	361	323	9999	4310	100,000
7193361012	FIELD CART REPAIRS	180	361	323	9999	4361	2,500
7193361007	PRINTING OF "INSIDE IRVINE" AND "ACTIVITY GUIDE"	180	361	865	3006	4310	12,000

GENERAL AND SPECIAL FUNDS
CONTRACT SERVICES DETAIL BY DEPARTMENT

Community Services

Contract Number	Contract Description	Fund	Section	Service	Activity	Object	Amount
7193361010	SPORTS COMPLEX MARKETING AND PROMOTIONAL SUPPORT SUCH AS PUBLIC RELATIONS, PROMOTIONAL MATERIALS, OUTREACH, WEBSITE ENHANCEMENTS AND SOCIAL MEDIA MARKETING STRATEGIES	180	361	865	3006	4310	60,000
7193361013	ARCHIVAL CLIMATE CONTROL STORAGE SPACE	180	361	865	3006	4310	4,000
7193361015	NON-ATHLETIC SITE MANAGEMENT (E.G., PARKING, TRANSPORTATION,CUSTODIAL, FENCING, EQUIPMENT RENTAL, CAGES, LOCKSMITH, LIGHTING, SECURITY AND SIGNAGE); INSURANCE ADMINISTRATION; AND SET-UP/DESIGN NEW/TEMPORARY/EXISTING FACILITIES (E.G. OFFICE SPACES)	180	361	865	3006	4310	41,000
7193361017	WEBSITE MAINTENANCE AND IMPROVEMENTS	180	361	865	3006	4310	5,000
						SPECIAL FUND	TOTAL: \$1,832,959
						COMMUNITY SERVICES	TOTAL: \$1,832,959

GENERAL AND SPECIAL FUNDS

CONTRACT SERVICES DETAIL BY DEPARTMENT

Public Works

Contract Number	Contract Description	Fund	Section	Service	Activity	Object	Amount
<u>SPECIAL FUND</u>							
7195501004	GENERAL LEGAL SERVICES RELATING TO THE GREAT PARK INCLUDING TELEPHONE CALLS, MEETINGS, AND REVIEW OF COUNCIL AND COMMISSION REPORTS, CONTRACTS, ETC.	180	501	003	9999	4340	10,000
7195531002	OCGP PROJECT MANAGEMENT AND INSPECTION	180	531	560	9999	4310	225,000
7195531004	PROPERTY MANAGEMENT AND REHABILITATION	180	531	560	9999	4310	175,000
7195533010	DEVELOPMENT FEES ASSOCIATED WITH GREAT PARK DEVELOPMENT	180	533	004	9999	4380	5,000
7195551021	GENERAL SERVICES AND/OR EQUIPMENT RENTAL FOR ASPHALT REPAIR AT THE GREAT PARK	180	551	595	9999	4310	9,000
7195551022	SWEEPING OF GREAT PARK INFRASTRUCTURE	180	551	596	9948	4314	53,000
7195551023	DEBRIS REMOVAL AND MAINTENANCE OF DRAINAGE INFRASTRUCTURE WITHIN THE GREAT PARK	180	551	597	9948	4310	10,000
7195551024	GENERAL SERVICES FOR EROSION CONTROL AND STOCKPILE MANAGEMENT AT THE GREAT PARK	180	551	597	9948	4310	13,000
7195551025	GENERAL MAINTENANCE OF CONCRETE INFRASTRUCTURE WITHIN THE GREAT PARK	180	551	598	9999	4310	4,000
7195551026	GENERAL SERVICES AND/OR EQUIPMENT RENTAL FOR CONCRETE REPAIRS AT THE GREAT PARK	180	551	598	9999	4322	4,000
7195551027	GENERAL SERVICES AND/OR EQUIPMENT RENTAL FOR TRAFFIC SAFETY RELATED REPAIRS AT THE GREAT PARK	180	551	599	9999	4310	5,000

GENERAL AND SPECIAL FUNDS
CONTRACT SERVICES DETAIL BY DEPARTMENT

Public Works

Contract Number	Contract Description	Fund	Section	Service	Activity	Object	Amount
7195571023	ANNUAL LANDSCAPE MAINTENANCE CONTRACTS FOR ORANGE COUNTY GREAT PARK	180	571	305	3096	4319	87,032
7195571023	ANNUAL LANDSCAPE MAINTENANCE CONTRACTS FOR ORANGE COUNTY GREAT PARK	180	571	318	5095	4319	58,172
7195571023	ANNUAL LANDSCAPE MAINTENANCE CONTRACTS FOR ORANGE COUNTY GREAT PARK	180	571	318	3096	4319	1,756,051
7195571023	ANNUAL LANDSCAPE MAINTENANCE CONTRACTS FOR ORANGE COUNTY GREAT PARK	180	571	324	3096	4319	781,314
7195571023	ANNUAL LANDSCAPE MAINTENANCE CONTRACTS FOR ORANGE COUNTY GREAT PARK	180	571	325	3096	4319	353,638
7195571023	ANNUAL LANDSCAPE MAINTENANCE CONTRACTS FOR ORANGE COUNTY GREAT PARK	180	571	327	3096	4319	23,242
7195571021	JOINT PROPERTY MAINTENANCE EXPENSES FOR THE ORANGE COUNTY GREAT PARK	180	571	652	9999	4310	150,000
7195571022	ANNUAL LANDSCAPE MAINTENANCE CONTRACTS FOR PUMP MAINTENANCE AND ASSOCIATED EQUIPMENT FOR THE BASINS AND PONDS AT THE GREAT PARK	180	571	652	9999	4310	50,000
7195571023	ANNUAL LANDSCAPE MAINTENANCE CONTRACTS FOR ORANGE COUNTY GREAT PARK	180	571	652	9999	4319	914,590
7195591042	MINOR REPAIRS AND MAINTENANCE SERVICES RELATED TO CITY FACILITIES	180	591	300	3096	4310	3,380
7195591045	OTHER FIXED SERVICES FOR CITY FACILITIES	180	591	300	3096	4310	1,358

GENERAL AND SPECIAL FUNDS
CONTRACT SERVICES DETAIL BY DEPARTMENT

Public Works

Contract Number	Contract Description	Fund	Section	Service	Activity	Object	Amount
7195591058	CUSTODIAL AND DAY PORTER SERVICES FOR CITY FACILITIES	180	591	300	3096	4310	3,770
7195591042	MINOR REPAIRS AND MAINTENANCE SERVICES RELATED TO CITY FACILITIES	180	591	305	3096	4310	27,036
7195591045	OTHER FIXED SERVICES FOR CITY FACILITIES	180	591	305	3096	4310	10,864
7195591058	CUSTODIAL AND DAY PORTER SERVICES FOR CITY FACILITIES	180	591	305	3096	4310	30,160
7195591042	MINOR REPAIRS AND MAINTENANCE SERVICES RELATED TO CITY FACILITIES	180	591	318	3096	4310	17,742
7195591045	OTHER FIXED SERVICES FOR CITY FACILITIES	180	591	318	3096	4310	7,130
7195591058	CUSTODIAL AND DAY PORTER SERVICES FOR CITY FACILITIES	180	591	318	3096	4310	19,793
7195591042	MINOR REPAIRS AND MAINTENANCE SERVICES RELATED TO CITY FACILITIES	180	591	318	3197	4310	53,227
7195591045	OTHER FIXED SERVICES FOR CITY FACILITIES	180	591	318	3197	4310	21,389
7195591058	CUSTODIAL AND DAY PORTER SERVICES FOR CITY FACILITIES	180	591	318	3197	4310	59,378
7195591042	MINOR REPAIRS AND MAINTENANCE SERVICES RELATED TO CITY FACILITIES	180	591	324	3096	4310	37,175
7195591045	OTHER FIXED SERVICES FOR CITY FACILITIES	180	591	324	3096	4310	14,938
7195591058	CUSTODIAL AND DAY PORTER SERVICES FOR CITY FACILITIES	180	591	324	3096	4310	41,470

GENERAL AND SPECIAL FUNDS
CONTRACT SERVICES DETAIL BY DEPARTMENT

Public Works

Contract Number	Contract Description	Fund	Section	Service	Activity	Object	Amount
7195591042	MINOR REPAIRS AND MAINTENANCE SERVICES RELATED TO CITY FACILITIES	180	591	325	3096	4310	13,518
7195591045	OTHER FIXED SERVICES FOR CITY FACILITIES	180	591	325	3096	4310	5,432
7195591058	CUSTODIAL AND DAY PORTER SERVICES FOR CITY FACILITIES	180	591	325	3096	4310	15,080
7195591042	MINOR REPAIRS AND MAINTENANCE SERVICES RELATED TO CITY FACILITIES	180	591	327	3096	4310	6,759
7195591045	OTHER FIXED SERVICES FOR CITY FACILITIES	180	591	327	3096	4310	2,716
7195591058	CUSTODIAL AND DAY PORTER SERVICES FOR CITY FACILITIES	180	591	327	3096	4310	7,540
7195591036	HVAC, AIR DUCTS, COOLING TOWER, CHILLER, REFRIGERATION AND APPURTENANCES INSTALLATION, REPLACEMENT, ROUTINE PREVENTATIVE MAINTENANCE, TREATMENT, INSPECTION, REPAIR, EMERGENCY SERVICE AND CLEANING WORK AT CITY FACILITIES	180	591	373	3073	4310	100,000
7195591038	SOLAR LIGHTING ANNUAL PREVENTATIVE MAINTENANCE SERVICE AND REPAIRS	180	591	373	3073	4310	70,000
7195591040	AWNING/SHADE FABRIC SCREEENS AND/OR NET REPAIR & REPLACEMENT PARTS	180	591	373	3073	4310	15,000
7195591042	MINOR REPAIRS AND MAINTENANCE SERVICES RELATED TO CITY FACILITIES	180	591	373	3073	4310	179,114
7195591045	OTHER FIXED SERVICES FOR CITY FACILITIES	180	591	373	3073	4310	71,974

GENERAL AND SPECIAL FUNDS
CONTRACT SERVICES DETAIL BY DEPARTMENT

Public Works

Contract Number	Contract Description	Fund	Section	Service	Activity	Object	Amount
7195591054	FACILITIES CONDITION ASSESSMENT	180	591	373	3073	4310	12,000
7195591058	CUSTODIAL AND DAY PORTER SERVICES FOR CITY FACILITIES	180	591	373	3073	4310	199,810
						SPECIAL FUND	TOTAL: \$5,734,792
						PUBLIC WORKS	TOTAL: \$5,734,792

GENERAL AND SPECIAL FUNDS
CONTRACT SERVICES DETAIL BY DEPARTMENT

Transportation

Contract Number	Contract Description	Fund	Section	Service	Activity	Object	Amount
<u>SPECIAL FUND</u>							
7197730003	DEVELOPMENT FEES ASSOCIATED WITH GREAT PARK DEVELOPMENT	180	730	712	9999	4380	10,000
						SPECIAL FUND	TOTAL: <u>\$10,000</u>
						TRANSPORTATION	TOTAL: <u>\$10,000</u>

CITY OF IRVINE - PROJECT DETAILS

2018/19 - 2027/28 CAPITAL IMPROVEMENT PROGRAM

Project Title:	Oak Creek Community Park Improvements	Project-CIP #:	32 - 361904
Category:	Facility Improvements	Fund:	260
Project Type:	New Construction	Asset Type:	Improvements other than buildings

Project Description:

Update field lighting, add one full court lighted basketball court, and add one lighted sand volleyball court. Evaluate options for the renovation of the two existing natural turf soccer fields, after which funding will be appropriated.

Justification or Significance of Improvements:

This project will enhance user enjoyment of the park by renovating and creating new recreational amenities for the local community.

10-Year Fiscal Project Costs

Project Allocation	Prior Year(s) Funding	FY 2018/19 Budget	2019/20	2020/21	2021/22	2022/23	2023/24 - 2027/28	Total
Final Design	-	100,000	-	-	-	-	-	100,000
Construction	-	993,245	-	-	-	-	-	993,245
Total Project Cost	-	1,093,245	-	-	-	-	-	1,093,245
Revenue Sources	Prior Year(s) Funding	FY 2018/19 Budget	2019/20	2020/21	2021/22	2022/23	2023/24 - 2027/28	Total
Park In-Lieu	-	1,093,245	-	-	-	-	-	1,093,245
Total Revenue	-	1,093,245	-	-	-	-	-	1,093,245

CITY COUNCIL RESOLUTION NO. 18-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
IRVINE, CALIFORNIA, ADOPTING THE ANNUAL
APPROPRIATIONS LIMIT FOR FISCAL YEAR 2018-19

WHEREAS, California Constitution Article XIII B restricts the appropriations growth rate for cities and other local jurisdictions; and

WHEREAS, Article XIII B, as amended by Proposition 111, requires cities to calculate their annual appropriations limit by the percentage change in 1) City population growth or county population growth; and 2) California per capita personal income or the increase in non-residential assessed valuation due to new construction; and

WHEREAS, documentation used in the determination of the appropriations limit for fiscal year 2018-19 has been available to the public in the Administrative Services Department for fifteen days prior to this meeting as required by Government Code Section 7910; and

WHEREAS, a summary of this computation is provided in Exhibit A, which is incorporated by reference and attached hereto.

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

SECTION 1. That the Appropriations Limit for Fiscal Year 2018-19 shall be \$359,201,456, as calculated in Exhibit A, and the Appropriations Subject to Limitation in Fiscal Year 2018-19 shall be \$175,531,293.

SECTION 2. That 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 special joint meeting with the Orange County Great Park Board held on the 12th day of June 2018.

MAYOR OF THE CITY OF IRVINE

ATTEST:

CITY CLERK OF THE CITY OF IRVINE

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

I, MOLLY MCLAUGHLIN, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing Resolution was duly adopted at a special joint meeting of the City Council of the City of Irvine with the Orange County Great Park Board on the 12th day of June 2018, by the following vote:

AYES: COUNCILMEMBERS

NOES: COUNCILMEMBERS

ABSENT: COUNCILMEMBERS

ABSTAIN: COUNCILMEMBERS

CITY CLERK OF THE CITY OF IRVINE

City of Irvine
Annual Appropriations Limit
Fiscal Year 2018-19

Calculation of Limit:

Appropriations Limit for FY 2017-18		335,107,245
Adjustment Factors		
Economic Factor (California per capita personal income)	1.0367	
Population Factor (City)	<u>1.0340</u>	
Economic Ratio * Population Ratio		<u>1.0719</u>
Appropriations Limit for FY 2018-19		<u><u>\$ 359,201,456</u></u>

CITY COUNCIL RESOLUTION NO. 18-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
IRVINE, CALIFORNIA, ADOPTING AND APPROVING THE
APPROPRIATIONS BUDGET AND FINANCIAL POLICIES
FOR THE CITY OF IRVINE FOR FISCAL YEAR 2018-19

WHEREAS, the budget for Fiscal Year 2018-19 has been prepared by the City Manager in accordance with Section 1-3-210 of the Irvine Municipal Code; and

WHEREAS, the City Council is required to adopt a budget prior to the beginning of the fiscal year in accordance with the City Charter.

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

SECTION 1. The budget for the City of Irvine for Fiscal Year 2018-19 is approved and adopted by the City Council as follows:

GENERAL FUND

Operating Appropriations

City Manager's Office	\$	9,934,324
Administrative Services		9,135,009
Community Development		13,100,596
Community Services		38,603,422
Public Safety		79,805,206
Public Works		26,685,205
Transportation		3,957,209
Non-Departmental		5,156,938

Total Operating Appropriations	\$	186,377,909
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Operating Transfer-Out (To)

Educational Partnership Fund	\$	4,000,000
Office on Aging Programs		420,000
Maintenance District Fund		5,146,705
Asset Management Plan Fund		2,000,000
Insurance Fund		1,767,755

Total Operating Transfer-Out	\$	13,334,460
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TOTAL GENERAL FUND	\$	199,712,369
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SPECIAL FUNDS

Appropriations	\$	274,390,005
Transfers-Out		132,914,478

TOTAL - SPECIAL FUNDS	\$	407,304,483
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TOTAL - ALL FUNDS	\$	607,016,851
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SECTION 2. The Fiscal Year 2018-19 Financial Policies as presented in the 2018-19 Budget are adopted by the City Council.

SECTION 3. That 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 special joint meeting with the Orange County Great Park Board held on the 12th day of June, 2018.

MAYOR OF THE CITY OF IRVINE

ATTEST:

CITY CLERK OF THE CITY OF IRVINE

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

I, MOLLY MCLAUGHLIN, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing resolution was duly adopted at a special joint meeting of the City Council of the City of Irvine with the Orange County Great Park Board, held on the 12th day of June, 2018.

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

CITY CLERK OF THE CITY OF IRVINE

5.1

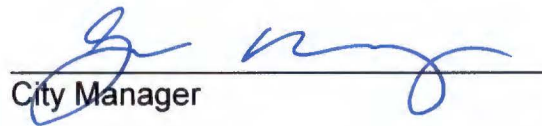


REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: JUNE 12, 2018

TITLE: RESOLUTIONS CALLING THE GENERAL MUNICIPAL ELECTION TO BE HELD NOVEMBER 6, 2018; REQUESTING CONSOLIDATION WITH THE STATEWIDE GENERAL ELECTION; AND ESTABLISHING REGULATIONS FOR CANDIDATE STATEMENTS OF QUALIFICATIONS AND THE COST THEREOF


City Clerk


City Manager

RECOMMENDED ACTION

1. Adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2018, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE CITY CHARTER
2. Adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2018 WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE
3. Adopt - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATE STATEMENTS SUBMITTED TO THE VOTERS AT A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 6, 2018
4. Receive and file the Temporary Non-Commercial Sign (Political Signs) Guidelines and Policy

EXECUTIVE SUMMARY

In accordance with the City Charter, the next General Municipal Election in the City of Irvine will be held on Tuesday, November 6, 2018. The purpose of the election is to elect a Mayor to a two-year term, and two members of the City Council to a four-year term. The state Elections Code requires the adoption of resolutions for the purpose of (1) calling and giving notice of the General Municipal Election to be held on Tuesday, November 6, 2018; (2) requesting that the Orange County Board of Supervisors consent to the consolidation of the election with the Statewide General Election to be

held on the same date; and (3) adopting regulations pertaining to candidate statements of qualifications and the cost thereof (Attachments 1, 2 and 3).

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Not applicable.

ANALYSIS

Calling and Consolidating the Conduct of the General Municipal Election

The General Municipal Election occurs on Tuesday, November 6, 2018 for the purpose of electing a Mayor to a two-year term and two members of the City Council to a four-year term. The terms of Mayor Wagner, and Councilmembers Lalloway and Schott, expire in December of this year.

The City of Irvine has consolidated its General Municipal Election with the Statewide General Election since 1980. It would be appropriate at this time to adopt the proposed resolutions to (1) call and give notice of the General Municipal Election to be held on November 6, 2018; and (2) request that the Orange County Board of Supervisors consent to the consolidation of the City's election with the Statewide General Election and provide the necessary election-related services. These services include hiring poll workers; establishing polling sites; translating, printing and mailing the voter's information guide (formerly known as the sample ballot); and canvassing the ballots (Attachments 1 and 2).

The nomination period for the office of Mayor and Councilmembers is July 16, 2018 through August 10, 2018. Per Section 10225 of the Elections Code, if an incumbent for the office of Mayor or Councilmember who is eligible for re-election does not file a declaration of candidacy by August 10, 2018, a five-day extension follows for any person other than the incumbent to file a declaration of candidacy for such office. If the nomination period for the office of Mayor or Councilmember is extended, the filing period for that office will end on August 15, 2018.

In accordance with the City Charter, should a Councilmember, whose term of office will not expire as of the current election, file a declaration of candidacy for the office of Mayor, the resolution calling the election indicates that voters will be instructed on the ballot to vote for not more than three (3) candidates for the office of Councilmember. If that Councilmember is elected to the office of Mayor, the candidate receiving the third highest number of votes will fill the vacancy created by the Councilmember for the remainder of his/her term.

The Calling and Holding of a General Municipal Election also provides the process for determining the outcome in the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the County of

Orange Registrar (Registrar). The City Council, in accordance with Election Code Section 15651(a), shall 1) set a date, time and place; 2) summon the candidates who have received the tie votes to appear; and 3) determine the tie by lot (e.g. coin toss or drawing straws).

Regulations for Candidate Statements

Pursuant to the Elections Code and the Federal Voting Rights Act, and based upon the demographics of the City of Irvine, the City is required to translate and publish the voter information guide, which includes candidate statements of qualifications, in six required languages (English, Chinese, Farsi, Korean, Spanish and Vietnamese). Additionally, translation requirements for the languages of Tagalog and Japanese have historically been required by the Secretary of State for several precincts in the City. At the time of writing this staff report, the City's precinct demographics were not yet available; once determined, the translation costs will be included in the City's election consolidation costs.

The Elections Code authorizes the City to require each candidate who chooses to file a statement to pay in advance, at the time of filing nomination papers, the estimated pro rata share of costs to translate, print and mail a candidate statement as a condition of having his or her statement included in the voter information guide. The estimated costs are determined by the Registrar based on printing and translation costs, and a projection of total jurisdictional participation (number of registered voters). Advance payments are retained by the City pending final billing by the Registrar after the election. Once actual costs are determined by the Registrar, candidates may be billed for additional expenses or refunded any excess paid.

The Elections Code allows either a 200 or 400-word limit for candidate statements. Costs vary significantly when considering a 200 or 400-word candidate statement. The Registrar's pro rata cost estimate for a 200-word statement is \$1,607 and the pro rata cost estimate for a 400-word statement is \$2,898. Historically, the City Council has approved a 200-word limit to minimize the cost borne by the candidate. In election years 2012 and 2014, the City Council limited the financial obligation for each candidate to \$800. In 2016, the City Council reduced the financial obligation for each candidate to \$500. The City funded the remaining candidate statement costs. The City's financial obligation pertaining to candidate statements for the past three election years are as follows:

- a) 2012 - \$2,484 for nine (9) candidate statements;
- b) 2014 - \$792 for eight (8) candidate statements;
- c) 2016 - \$8,656 for 16 statements.

The variance in costs between the elections noted above can be attributed to Presidential election costs versus mid-term election costs, the reduced financial obligation for each candidate, and efforts by the Registrar of Voters to continually reassess and negotiate printing costs.

A new candidate statement alternative, offered for the first time to 2018 candidates, is a less expensive electronic only option. This would allow any candidate to submit an electronic candidate statement that will not be printed in the voter information guide but will be available on the Registrar of Voters website. For a 200-word statement, the cost would be \$494.55 and for a 400-word statement, the cost would be \$672.55.

The proposed resolution, if adopted, would limit candidate statements to 200 words and require each candidate to be responsible for all costs associated with his or her candidate statement (Attachment 3). Following the election, candidates will be refunded for any amounts paid in excess or billed for additional actual expense depending on the final actual cost as provided by the Registrar. However, if the City Council chooses to limit candidate statement costs for candidates, as has been done historically, the proposed Candidate Regulation resolution would be amended, as described in the “Alternatives” section of the staff report.

Election Security

The Registrar has developed a 2018 Election Security Playbook as a result of “...a paradigm shift in election security in 2016 when widely reported attempts were made to disrupt elections in the United States” (2018 Election Security Playbook, p. 4, Attachment 4). Since that time, the County has been pursuing security measures to protect the integrity of Orange County elections, including the implementation of physical and cybersecurity controls. The 2018 Election Security Playbook details the security enhancements that will be in place for the November 2018 election. The Registrar, Neal Kelley, is available to provide a presentation to the City Council on election security if so desired by the City Council.

Political Signs

The City’s Zoning Ordinance, Section 7-3-3, sign type #107, provides parameters related to temporary non-commercial signs. Political signs are included in this category. Ordinance No. 16-06, effective on January 1, 2017, modified the City’s existing temporary non-commercial sign parameters to include a timeframe that prohibits the installation of signs related to a specific event (election) no earlier than 60 days prior to the event which the sign relates and must be removed 10 days after the event to which the sign relates. Historically, the City Council has adopted a “Pledge of Voluntary Political Sign Practices” (Pledge) that asked for candidate cooperation pertaining to political signs. Because of the modification and subsequent codification of Sign Type #107 (amending political sign timeframe parameters) candidates will be asked to acknowledge receipt of the newly amended guidelines and policy (Attachment 5).

ALTERNATIVES CONSIDERED

- 1) Election Code Section 13307(a)(1) allows the City Council to authorize an increase in the limitation on words for the Candidate Statement from 200 to 400. If the 400-word limit is preferred, an amendment to the proposed resolution pertaining to Candidate Statement Regulations would be required (Attachment 3).
- 2) Similar to the 2012, 2014, and 2016 elections, the City Council may choose to adjust the financial obligation for a 200-word candidate statement to a maximum of \$500 to \$800 per candidate. This financial adjustment would not impact electronic candidate statements which total \$494.55 for a 200-word candidate statement. Electronic statements will be fully paid by each candidate choosing this option.

The Registrar's pro rata cost estimate for a candidate statement in the November 6, 2018 election is \$1,607 for a 200-word statement and \$2,898 for a 400-word statement. Should the City Council desire to limit the financial obligation for each candidate statement, it is recommended that Section 3 of the proposed resolution adopting regulations for candidate statements (Attachment 3) be amended as follows, including a specific financial obligation as determined by the City Council:

SECTION 3. PAYMENT

The City Clerk shall require each candidate filing a candidate statement to pay in advance to the City the sum of \$____ toward the cost of printing, handling, translating and mailing the candidate statement filed pursuant to this resolution, including costs incurred as a result of complying with the Voting Rights Act of 1965, as amended. The candidate shall not be required to pay additional sums in the event the actual cost exceeds \$____ on a pro rata basis.

Additionally, if the City Council authorizes a maximum that will be charged to City Council and Mayoral candidates, an additional amendment to Attachment 3 is recommended. The amendment would be to delete a provision, referenced in Section 3, No. 2, (b): "The candidate shall be required to pay for the cost of translating the candidate statement into any foreign language that is not required as specified in (a) and/or (b) of Section 2 above, pursuant to Federal and/or State law, but is requested as an option by the candidate." If the City Council chooses to subsidize candidate statements, as has been done in previous elections, staff recommends the deletion of this provision because of the possibility of substantially increased costs to the City.

FINANCIAL IMPACT

The proposed Fiscal Year 2018-2019 City Clerk Division budget includes \$228,700, to cover election services performed by the Orange County Registrar of Voters for the November 6, 2018 General Municipal Election.

REPORT PREPARED BY Molly McLaughlin, City Clerk

ATTACHMENTS

1. Resolution Calling and Giving Notice of the General Municipal Election to be held on November 6, 2018
2. Resolution Requesting Consolidation with the County of Orange
3. Resolution Adopting Regulations for Candidate Statements
4. Registrar of Voters, "2018 Election Security Playbook"
5. Acknowledgement of Temporary Non-Commercial Political Sign Guidelines and Policy (Sign Type 107)

CITY COUNCIL RESOLUTION NO. 18-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2018, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE CITY CHARTER

WHEREAS, under the provisions of the City Charter, a General Municipal Election shall be held on November 6, 2018, for the election of Municipal Officers.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of the City Charter, there is called and ordered to be held in the City of Irvine, California, on Tuesday, November 6, 2018, a General Municipal Election for the purpose of electing a Mayor for the full term of two years; and two Members of the City Council for the full term of four years.

SECTION 2. That pursuant to City Charter, Article IV, Section 400, if at any general municipal election, should a Council Member whose term of office will not expire as of the election files as a candidate for the office of Mayor, the voters will be instructed on the ballot that they may cast ballots for not more than three (3) candidates for the office of Council Member. In the event a Council Member whose term of office will not expire is elected to the office of Mayor, the candidate receiving the third highest number of votes will fill the vacancy created by the Council Member who was elected to the office of Mayor.

SECTION 3. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 4. That the City Clerk is authorized, instructed and directed to coordinate with the Orange County Registrar of Voters to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 5. That the polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, pursuant to Election Code § 10242, except as provided in § 14401 of the Elections Code of the State of California.

SECTION 6. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 7. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

CC RESOLUTION NO. _____

ATTACHMENT 1

SECTION 8. That in the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the Orange County Registrar of Voters, the City Council, in accordance with Election Code § 15651(a), shall set a date and time and place and summon the candidates who have received the tie votes to appear and will determine the tie by lot.

SECTION 9. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill by the County of Orange.

SECTION 10. That 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 12th day of June, 2018.

MAYOR OF THE CITY OF IRVINE

ATTEST:

CITY CLERK OF THE CITY OF IRVINE

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

I, MOLLY MCLAUGHLIN, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing resolution was duly adopted at a regular meeting of the City Council of the City of Irvine, held on the 12th day of June, 2018.

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

CITY CLERK OF THE CITY OF IRVINE

CC RESOLUTION NO. _____

CITY COUNCIL RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 6, 2018, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO § 10403 OF THE ELECTIONS CODE

WHEREAS, the City Council of the City of Irvine called a General Municipal Election to be held on November 6, 2018, for the purpose of the election of a Mayor and two Members of the City Council; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General Election, to be held on the same date and that within the City the precincts, polling places and election officers of the two elections be the same, and that the Orange County Registrar of Voters canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRVINE DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of § 10403 of the Elections Code, the Board of Supervisors of the County of Orange is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 6, 2018, for the purpose of the election of a Mayor and two (2) Members of the City Council.

SECTION 2. That pursuant to City Charter, Article IV, Section 400, if at any general municipal election, should a Council Member whose term of office will not expire as of the election files as a candidate for the office of Mayor, the voters will be instructed on the ballot that they may cast ballots for not more than three (3) candidates for the office of Council Member. In the event a Council Member whose term of office will not expire is elected to the office of Mayor, the candidate receiving the third highest number of votes will fill the vacancy created by the Council Member who was elected to the office of Mayor.

SECTION 3. That the Orange County Registrar of Voters is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in accordance with the provisions of law regulating the statewide or special election.

CC RESOLUTION NO. _____

ATTACHMENT 2

SECTION 4. That the Board of Supervisors is requested to issue instructions to the Orange County Registrar of Voters to take any and all steps necessary for the holding of the consolidated election.

SECTION 5. That the City of Irvine recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs for services upon the presentation of a properly submitted bill.

SECTION 6. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the Orange County Registrar of Voters.

SECTION 7. That 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 12th day of June, 2018.

MAYOR OF THE CITY OF IRVINE

ATTEST:

CITY CLERK OF THE CITY OF IRVINE

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

I, MOLLY MCLAUGHLIN, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing resolution was duly adopted at a regular meeting of the City Council of the City of Irvine, held on the 12th day of June, 2018.

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

CITY CLERK OF THE CITY OF IRVINE

CC RESOLUTION NO. _____

CITY COUNCIL RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS AT A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016

WHEREAS, §13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidates statement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRVINE, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. GENERAL PROVISIONS

That pursuant to §13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Irvine on November 6, 2018, may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. In addition to these restrictions, pursuant to §13308, any candidate statement shall be limited to a recitation of the candidate's own personal background and qualifications, and shall not in any way make reference to other candidates for that office or to another candidate's qualifications, character, or activities. The City Clerk shall not cause to be printed or circulated any statement that she/he determines is not so limited or that includes any reference prohibited by this section. The statement shall be filed in typewritten form in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:30 p.m. of the next working day after the close of the nomination period.

These general provisions will also apply to electronic candidate statements, those statements that will not be printed in the voter information guide but will be posted on the Registrar of Voters website.

SECTION 2. FOREIGN LANGUAGE POLICY.

- a) Pursuant to the Federal Voting Rights Act, candidates statements will be translated into all languages required by the Orange County Registrar of Voters. The Orange County Registrar of Voters is required to translate candidate's statements into the following languages in addition to English: Chinese, Farsi, Korean, Spanish and Vietnamese.

CC RESOLUTION NO. _____

- b) The Orange County Registrar of Voters will print and mail voter information guides and candidates statements in English, Chinese, Farsi, Korean, Spanish and Vietnamese to only those voters who are on the county voter file as having requested a voter information guide in a particular language.
- c) The Orange County Registrar of Voters will make the voter information guides and candidates statements in the required languages available at all polling places, on the County's website, and in the Election Official's office.
- d) The City Clerk shall make sample ballots and candidate statements in the required languages available upon request in the Office of the City Clerk.

SECTION 3. PAYMENT

a) Translations:

- 1. The candidate shall be required to pay for the cost of translating the candidates statement into any required foreign language as specified in (a) and/or (b) of Section 2 above pursuant to Federal and/or State law.
- 2. The candidate shall be required to pay for the cost of translating the candidates statement into any foreign language that is not required as specified in (a) and/or (b) of Section 2 above, pursuant to Federal and/or State law, but is requested as an option by the candidate.

b) Printing:

- 1. The candidate shall be required to pay for the cost of printing the candidate statement in English in the main voter pamphlet.
- 2. The candidate shall be required to pay for the cost of printing the candidate statement in a foreign language required in (a) of Section 2 above, in the main voter pamphlet.
- 3. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language requested by the candidate per (b) of Section 2 above, in the main voter pamphlet.
- 4. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language required by (a) of Section 2 above, in the facsimile voter pamphlet.

The City Clerk shall provide the candidate with an estimate of the total cost of printing, handling, translating, and mailing the candidate's statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended). The City Clerk shall require each candidate filing a statement to pay in advance to the local agency his or her estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the City Clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate

for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the City Clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the City Clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.

SECTION 4. MISCELLANEOUS

- a) All translations shall be provided by professionally-certified translators.
- b) The City Clerk shall allow indentations and hyphens to the same extent and manner as allowed in previous City elections.
- c) The City Clerk shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relating to elections.

SECTION 5. ADDITIONAL MATERIALS

No candidate will be permitted to include additional materials in the voter information guide.

SECTION 6. That the City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nominating petitions are issued.

SECTION 7. That all previous resolutions establishing City Council policy on payment for candidate statements are repealed.

SECTION 8. That this resolution shall apply only to the election to be held on November 6, 2018 and shall then be repealed.

SECTION 9. That 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 12th day of June, 2018.

MAYOR OF THE CITY OF IRVINE

ATTEST:

CITY CLERK OF THE CITY OF IRVINE

CC RESOLUTION NO. _____

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 12th day of June, 2018.

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

CITY CLERK OF THE CITY OF IRVINE

CC RESOLUTION NO. _____

2018 ELECTION SECURITY PLAYBOOK

ORANGE COUNTY, CA ELECTIONS



Your vote. Our responsibility.
ocvote.com

ATTACHMENT 4



**ORANGE COUNTY
REGISTRAR OF VOTERS**

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Executive Summary

A paradigm shift occurred in election security in 2016 when widely reported attempts were made to disrupt elections in the United States. In addition, there has been a great deal of attention on issues related to ballot integrity, voter registration systems, and ensuring the eligibility of voters.

As a result, Orange County has been aggressively pursuing security measures to protect the integrity of our elections. We believe a proactive “ring of security” is critical to safeguard the millions of ballots that are cast in Orange County during each election cycle.

The purpose of this physical and cybersecurity election playbook is to provide a guide to anticipate, mitigate and respond to physical and cybersecurity threats. As threats continue to increase and evolve, having a playbook is one of many pieces that will help to improve our security profile. Although threats are constantly changing, and incidents are unique, this playbook provides a guide and a set of best practices to be better prepared for threats and incidents. This playbook also provides a set of standards to reference as we continue to improve our current systems and implement new ones.

We have implemented physical and cybersecurity controls as outlined throughout this playbook, while incorporating extensive physical and cybersecurity training for our employees. There are also classified security measures in place to ensure that these mitigation efforts are not compromised.

Our office has already implemented many of the items addressed in this playbook, including the following:

- Physical security surveys were executed.
- Physical security improvements were put into action.
- Partnerships were established with federal agencies, local agencies, and information sharing centers.
- Administrative, technical and physical controls have been enhanced.
- An internal playbook and Incident Response Plan has been developed.

- Plans are in place to conduct risk limiting ballot-polling audits based on a random sample of ballots.
- Proactive list maintenance above and beyond statutory requirements continues.

Orange County will continue to focus our resources on the protection of our election systems, ballot integrity and overall election security. We remain diligent and proud of our involvement at the forefront of election security planning.



Neal Kelley
Registrar of Voters
Orange County, CA

Neal Kelley is an appointee of the U.S. Department of Homeland Security, Election Infrastructure, Government Coordinating Council (GCC) and serves as a member of the U.S. Election Assistance Commission (EAC) Board of Advisors and Voting Systems Standards Board and is a member of the National Academies of Sciences, Engineering, and Medicine's Committee on the Future of Voting.

Introduction

The Orange County Registrar of Voters (OCROV) is responsible for the management of elections for its over 1.5 million registered voters; in fact, there are more registered voters in Orange County than in 21 individual states. The OCROV security systems and controls are in place to enable secure, yet efficient execution of this mission. This public physical and cybersecurity plan was developed to ensure that the information provided by our systems and information remains confidential, available, and accurate. The OCROV is dedicated to protecting the integrity and authenticity of our data as well as the integrity of all votes cast.

The cybersecurity playbook provides clear, actionable tasks using tactical approaches to counter the growing number of cyber as well as physical threats. It is important that we take a strong, proactive approach to our security campaign efforts. This approach is a combination of strategies, best practices, along with cybersecurity policies and procedures to reduce our risks and to minimize and prevent threats.

The importance of a cybersecurity playbook is illustrated by the following quote from the Harvard Kennedy School:

“The consequences of a cyber breach can be substantial and devastating. For the foreseeable future, cyber threats will remain a real part of our Election process. As democracy’s front line, we must recognize the risk of an attack, develop a strategy to reduce that risk as much as possible, and implement response strategies for that moment when the worst happens. While no campaign can achieve perfect security, taking a few simple steps can make it much harder for malicious actors to do harm. Ironically, the most sophisticated state actors often choose the least sophisticated methods of attack, preying on people and organizations who neglect basic security protocols. That is our primary reason for creating this Cybersecurity Campaign Playbook.”¹

¹ Harvard Kennedy School (2017) Defending Digital Democracy / Version 1.3: Retrieved from <https://www.belfercenter.org/sites/default/files/files/publication/Playbook%201.3.pdf>

Elections as Critical Infrastructure

On January 6, 2017, the Secretary of the Department of Homeland Security (DHS), Jeh Johnson, designated the Election Infrastructure in the United States as a subsector of the existing Government Facilities Critical Infrastructure sector. This designation by DHS means that the Election Infrastructure has become a priority for cybersecurity assistance and protections that DHS provides to a range of private and public-sector entities. Election Infrastructure has been defined as storage facilities, polling places and centralized vote tabulation locations used to support the election process. It is also defined as information and communications technology to include voter registration databases, voting machines, and other systems to manage the election process and to report and display results on behalf of state and local governments. Critical Infrastructure is a major concern for cybersecurity threats and vulnerabilities.

Core Information Security Principles

The OCROV has adopted guiding principles that describe our security objectives, which we refer to as our core information security principles. The core information security principles are an integral part of our information security architecture. The principles are the basis for many of our efforts outlined throughout this document. Our office uses a principle referred to as CIA, which is defined as²:

Confidentiality – Confidentiality refers to protecting sensitive information, such as Personally Identifiable Information (PII). Any two of the following data points together – a name with address, Social Security number, driver’s license, etc. – are considered PII and must be protected as data assets. The principle of “least privilege” is the idea that only authorized individuals or systems should have access to information on a need-to-know basis. This principle is intended to prevent unauthorized disclosure of voter information, PII or other sensitive voter data.

Integrity – Integrity refers to the prevention of unauthorized or improper modification of systems and information. Integrity includes the principle that information should be protected from intentional, unauthorized, or accidental changes. Controls are put in place to ensure that information is only modified

² Tipton, Harold F. Official (ISC)2 guide to the CISSP CBK. Boca Raton, FL: CRC Press, 2010. Print.

through accepted practices. This is to ensure that data has not been altered.

Availability – Availability refers to the idea of minimizing downtime. We have controls in place to ensure that our data is highly available, redundant and replicated securely offsite. In case of a disaster, it is important to have plans in place to ensure business continuity while minimizing downtime and impact to voters, which is critical. Future planning will continue to include designing and building everything with redundancy in mind. In addition, disaster recovery policies are in place to overcome disasters such as power failures, fires, and other unplanned disasters. Secure back up of data is also important to make sure access to our data is not disrupted in the event of a disaster.

Top Threats and Vulnerabilities

In order to properly develop a security plan, the potential threats and exploits must first be identified. In the following section, we give examples of potentials and threats that we have identified.

The National Institute of Standards and Technology (NIST), in Special Publication SP 800-30 defines³ threats as “the potential for a particular threat-source to successfully exercise a particular vulnerability.”

NIST Special Publication 800-30 Rev. A defines vulnerability as “a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised accidentally, triggered or intentionally exploited and result in a security breach.”

Threat of Foreign States

Foreign States are a significant threat because they have access to resources and technologies that make their cyberweapons more dangerous and difficult to defend against. A large amount of cyber threat intelligence data focuses on preventing a breach or a leak from happening; however, even with companies and governments spending more on network defense, breaches from Foreign States are still occurring. A proper defense strategy must be proactive and engaged. We need to combine technology and techniques to combat Foreign States that try to intervene in our elections and

³ NIST Special Publication 800-30 Revision 1 Retrieved from nvlpubs.nist.gov/nistpubs/Legacy/SP/nistspecialpublication800-30r1.pdf

disrupt our democracy. We must take strong actions to prevent interference including misinformation, phishing expeditions, and any other forms of meddling, mischief, and disruptions from Foreign States. Throughout this cybersecurity playbook, the threat from Foreign States is incorporated into the planning process.

Examples of Threats

We have identified examples of potential threats and exploits specific to elections, and later in this report, we will describe some mitigation strategies. Listed below are examples of identified threats:

- Computer virus
- Malware
- Breach of confidential information
- Denial of access
- Bomb threats and physical threats
- Phishing attack
- Hacking
- Social engineering
- Tampering of voting equipment
- Power outage
- Disgruntled poll worker or employee
- Fake information, including from social media
- Physical access to voting machines
- Lost access to voter database
- Voter registration tampering
- Vendor related threats

- Supply chain threats

Potential Impacts to an Election

The above threats must be addressed, because they can potentially impact an election by causing failures to meet election deadlines, causing failures to process results on-time, and causing overall failures of the voting system.

Preventative Measures and Mitigations

In order to address the threats and vulnerabilities listed above, our office implements preventative measures through security mitigations and controls.

Security Mitigations and Controls

Categorizations of Security Controls

Security requires a comprehensive strategy, consisting of multiple facets. Security mitigations can be classified by the types of controls necessary for a secure organization. The types of controls are⁴:

Administrative controls - Administrative controls are procedures implemented to define the roles, responsibilities, policies, and administrative functions needed to manage the environment. The employee hiring and separation procedures listed below are examples of the administrative controls we have in place.

Technical controls – Technical controls are electronic hardware and software solutions implemented to control access to information and information networks. The intrusion detection systems listed below are examples of the technical controls we have in place.

Physical controls - Physical controls protect the organization's people and physical environment, such as locks, fire management, gates and guards. The security cameras and badge access controls listed below are examples of the physical controls we have in place.

In our process of identifying preventative measures and mitigations for our systems, we

⁴ Tipton, Harold F. Official (ISC)2 guide to the CISSP CBK. Boca Raton, FL: CRC Press, 2010. Print.

attempt to address each of these categories of controls. This helps to ensure we are approaching physical and cybersecurity from a comprehensive perspective.

Examples of Specific Security Controls

Listed below are examples of specific security controls in place, which include examples of administrative, technical and physical controls.

Voting System

- “Air gap” mitigation – An “air gap” refers to the idea that the voting system is not connected to any other network at any other time, including local networks and the internet. Our office uses an “air gap” with our voting system, which is one of the most effective ways of mitigating security risks.
- Ballot creation security – The ballot creation team is located in a room with limited security access, multi-factor badge access, surveillance systems, and no network connections. The printed ballot contains a tint and watermark.
- Chain of custody – Strict chain of custody controls are in place for ballots and voting components.
- Ballot printing - Ballot printing is conducted in-house, mitigating the risk of relying on a vendor for ballot production.

Network Security

- Security Information and Event Management (SIEM) system – SIEM includes intrusion detection, vulnerability assessment, asset discovery and inventory, behavioral monitoring, and log management.
- Physical Security – Strict badge access control and alarm monitoring are important components of our physical security.
- Firewalls – Firewalls are used to protect our networks.
- Intrusion Detection/Prevention Systems – Intrusion detection and prevention systems help to detect attempts of unauthorized access.
- User login security controls – Requiring password complexity, and using least privileged access are important user security controls.

- Critical and security updates, and patch management – Applying security patches is a basic security measure.
- Legacy workstations – Minimizing the use of outdated Operating Systems and software, as well as replacing legacy systems.
- User account management – Immediately disabling unused accounts is a standard security practice.
- Center for Internet Security (CIS) benchmarks – We review their recommendations and utilize them when possible to harden our systems.
- Enforce strong passphrase policy – We enforce password complexity for user accounts.

Website Security

- Encrypted web communication – The website is viewed over a secure connection. Forms submitted by users are encrypted using SHA-xxx Cryptographic Hash Algorithm and utilizes SSL Web Security Certificates (Cryptographic Hash Management Latest Security Certificates).
- SQL injection – Web applications are periodically checked for SQL injection vulnerabilities.

Training and Personnel

- Employee hiring and separation procedures – Background checks are performed on new employees, and all are required to receive security training. Separated employees' accounts are promptly disabled, and badges are deactivated.
- Phishing campaign simulation – Phishing campaign with OCROV staff are periodically simulated in order to test the efficacy of our training.
- Cybersecurity training program – All employees must complete a professionally created cybersecurity training program. Supplemental training is also provided, and security updates are routinely given in staff meetings.
- Physical security accountability – Personnel are held accountable for enforcing physical security practices.

Administrative

- Business continuity plan – A business continuity plan is updated periodically.
- Policies and procedures – Policies and procedures are developed with cybersecurity in mind.
- Incident response plan – An incident response plan is developed in the event of a cybersecurity incident.
- RFP security review – When requesting bids or proposals from vendors, we are including strict security requirements from the vendors.

Physical

- Physical security improvements – Since 2016 (and through 2018) we have made numerous improvements as a result of recommendations from independent assessments.
- Enhanced physical security around election cycles – Security is provided by the Orange County Sheriff's Department on and around the election.
- Surveillance systems – Physical security is enforced with security cameras and other monitoring devices throughout our facilities.

Collaboration

- Collaboration at the federal level – We have developed a direct relationship with DHS, FBI, and the Election Assistance Commission (EAC).
- Collaboration at the local level – We have developed a relationship with our Orange County's Chief Information Security office, and the Orange County Intelligence Assessment Center (OCIAC).
- Increased collaboration around election cycles – Before and after the election, we enhance our security awareness and communication, including regular meetings with the County's security office, DHS, and the FBI.
- Cyber resilience self-assessment criteria report – We will be performing the cyber resilience self-assessment as provided by DHS.

User Level Security

- Improved malware detection - We are currently using endpoint protection that is pattern and behavior based.
- Email encryption - We currently have the ability to send encrypted emails when necessary.
- Email spam\virus filter - Systems are in place that prevent potentially malicious emails from being sent to the users.
- Email links - All links received by users in emails are checked for safety before a user can open the link.
- Data loss prevention - The County is in the process of enabling data loss prevention, which helps to prevent users from sending sensitive information that should not be sent.

Mobile

- Mobile encryption – Any mobile devices and laptops that contain sensitive data will be encrypted before deploying them outside the office.
- Mobile Device Management (MDM) – Mobile devices used, including electronic poll books, will have the ability to be managed remotely, including the ability to remotely wipe the data.

Public Information

- Comprehensive election information – We will continue to provide accurate information to voters through multiple channels, which can be used to counteract false information.

Overall Security

- Third party security audit – We are using a third party to conduct a cybersecurity audit, which can help to discover additional vulnerabilities.

Voting System Security Controls

The voting system currently used in Orange County is a Direct Record Electronic (DRE) voting system, with a Voter Verifiable Paper Audit Trail (VVPAT). In order for a voter to access a ballot at a polling place, a four-digit random access code is used for activation. The electronic voting booth and poll worker control system possess

only minimal functionality as compared to a fully operational personal computer, thus minimizing the risk of unauthorized system access and code modification. Furthermore, the voting system is a standalone system without connectivity to any external network or the internet, which makes unauthorized access from a network virtually impossible. Additional technical controls are in place and required in order for the voting system to be certified for use in the State of California.

Information Integrity and Accuracy

Important administrative controls are the extensive logic and accuracy audits that are conducted before the election to make sure the voting system is properly recording the cast vote records. After the election, random audits are performed manually to ensure the paper record matches the final tally. Paper audit trails allow us to compare totals and check the results against the votes verified by the voters.

Risk Limiting Audits

California does not currently require Risk Limiting Audits (RLA). However, as a component of our security plan for 2018, we will be conducting pilot RLAs to ensure that the integrity of the votes cast are true and correct. Computerized systems may produce incorrect results due to programming errors or deliberate subversion. Even hand counts may be erroneous. RLA audits systematically check the election outcomes reported by vote-counting systems.

Specifically, a risk limiting audit checks some voted ballots or voter-verifiable records in search of strong evidence that the reported election outcome was correct – if it was. Specifically, if the reported outcome (usually the set of winner(s)) is incorrect, then a risk-limiting audit has a large, pre-specified minimum chance of leading to a full hand count that reveals the correct outcome. A risk-limiting audit can stop as soon as it finds strong evidence that the reported outcome was correct. (Closer elections generally entail checking more ballots.)⁵

In addition to the required 1% manual tally (which is a hand-count of 1% of all ballots cast), in 2018 our office will be conducting RLAs in the form of ballot-polling audits based on a random sample of ballots. This will be reviewed by academics from Princeton University, Tufts University and the Massachusetts Institute of Technology (MIT).

5 California Risk Limiting Audits Working Group, Version 1.1, October 2012

Voter List Maintenance

Maintaining an accurate voter list is an important part of the cybersecurity playbook because it prevents widespread voter fraud, and ensures access for eligible Orange County voters. Our office has made a concerted effort in previous years to improve the accuracy of the voter database, but we also our continually looking for additional methods to improve our process of maintaining the voter list.

In 2018, we will be conducting the following list maintenance activities:

- **Alternate Residency Confirmation** – We send a postcard to all voters who have had no voting or registration activity for four years. If these voters do not respond, they remain in an inactive status, which means they do not receive any election materials in the mail.
- **National Change of Address** – We use change of address data provided by the Post Office (USPS) to update addresses of registered voters. This also helps us to identify and contact voters who may have moved out of Orange County, or the State.
- **Third Party Data Provider** – This is an activity that is not required by law, but we will conduct as an additional process to update our voter registration list. We utilize a credit reporting agency to find updated address information for voters who have not provided updated information through all other methods.
- **DMV Address Change** – We continually process change of address data provided by the Department of Motor Vehicles (DMV).
- **National Deceased Voter Data** – This is another activity that is not required by law, but we will conduct as an additional process to determine deceased voters. In addition to the deceased voter data provided by the State and the County, we use a service which matches voter information to national deceased records. This provides an additional step to locate voters who have deceased records throughout the entire country.
- **First Time Federal Voters** – Our office is updating its process to validate first time federal voters. This will improve efforts to ensure voters have provided proof of residence in Orange County.
- **Statewide Voter Database** – The Statewide Voter Database became the official

system of record for voter registrations in California in 2016. Orange County has taken a proactive role in utilizing this new system to improve the identification of voters that move within the State. As an example, we helped to implement a statewide policy that makes registration dates consistent, in an effort to better determine the most current registrations of the voters.

Early Voting Center Security

Securing access at remote early voting centers is critical. We ensure that Request for Proposals (RFPs) include stringent security requirements of the proposed system, as well as the vendor themselves. From a technical perspective, we include a multi-layered approach to ensure the data remains encrypted and secured at all times. We will be utilizing devices that have Federal Information Processing Standard (FIPS) certified components and data will remain encrypted from point-to-point at all times.

Physical security is also consideration when choosing a location to host early voting. Only facilities that provide adequate physical security are chosen to be early voting sites.

Electronic Poll Book Security

Electronic poll books used in early voting centers must have a high level of security applied. Listed below are examples of our security requirements for electronic poll books:

- Must be certified by the Secretary of State's office.
- Must have encrypted communication between all devices.
- Must use SSL encryption when appropriate.
- The database and other data must be encrypted at all times.
- Must be able to continue to operate in the event of loss of a connection.
- All devices must be shut down and physically secured when not in use.
- Devices will not store personal identifiable information.

Mobile Device Management

Mobile device management allows total control of securing and enforcing policies to tablets, smartphones, and other devices. Mobile device management allows us to

remotely wipe a device, use password enforcement, enable application whitelisting or blacklisting, use data encryption enforcement, control application distribution and software updates, and more.

Chain of Custody Procedure

Chain of custody procedures are used by the OCROV as an administrative control as part of its overall strategy to secure our voting system. The chain of custody procedures include the following:

- Voting booth controllers are secured within a locked caged area, under video surveillance until they are deployed for the election.
- A minimum of two people are present when the voting booth controllers are returned on Election Night.
- Chain of custody documents are used for an additional layer of auditing.
- Voting booth controllers are placed in a numerically sealed transportation box.
- Memory cards are numerically sealed in the voting booth controller.
- All voting equipment is tracked when deployed and returned to the OCROV.
- Election personnel sign chain of custody documents for voting equipment at distribution locations.
- Election personnel and polling place workers are required to check the security seals periodically and report any broken seals or suspicious activity to the OCROV.
- An OCROV driver is accompanied by a Deputy with the Orange County Sheriff's Department that returns voting booth controllers to the OCROV.
- An OCROV representative signs for equipment upon its return.
- Voting equipment is inventoried and placed in a secured, video monitored location.
- Voted memory cards are tallied in a room that allows for open observation.

Partnerships and Information Intelligence Sharing

Information sharing is critical in taking a proactive security approach and is an important part of our preventative measures and mitigations. Tactics, Techniques and Procedures (TTP) is an approach that is used within a cyber threat intelligence solution. TTPs can help with predictive or emergent risk, such as sharing of a zero-day exploit on the Dark Web. A zero-day attack is an attack vector that takes advantage of a security weakness before the vulnerability becomes generally known. There is no time or opportunity for detection because the attacker exploits the vulnerability before the threat is known. TTP is an effective method in helping to prevent zero-day attacks. The TTP method can help identify possible targets, provide threat analysis data, and help with mitigation process. This data or research is provided to us by multi-state sharing cybersecurity threat analysis partners. This section focuses on some of the ways our office employs the approach of intelligence sharing as one of the mitigation strategies of our security plan.

Partnership With Orange County Agencies

The OCROV has been proactive in communicating with the County security team, and they have expressed a commitment to assist the OCROV when needed.

Orange County's Chief Information Security Officer (CISO) and a cybersecurity joint task force meet monthly to review and discuss security topics that focus on information security countywide. We are working to update and refresh policies, standards, and guidelines, which are key components of an effective information security plan. To address the CIA principles of the technology, the County security team routinely conducts a series of assessments and penetration tests on County network infrastructure, systems, and data. The County security team has also expressed a commitment to establishing an in-depth defense methodology for its infrastructure, systems, and data.

Partner with Regional and Local Law Enforcement

We interface on a regular basis with regional (California Secretary of State, Criminal Investigations) and local (Orange County District Attorney's Office) law enforcement. We routinely, when appropriate, continue to refer cases to these agencies for investigations.

In addition to these resources, our office interfaces directly with OCIAC to obtain additional threat information, and to have OCIAC help recover from an incident, if necessary.

Partnership With Federal Agencies

At the Federal level, election systems are designated as critical infrastructure by the Department of Homeland Security (DHS). This designation ensures election systems receive top priority cybersecurity assistance from DHS. Additionally, our office is in direct communication with the FBI, DHS, and EAC. As an example, the Department of Homeland Security National Cybersecurity and Communications Integration Center provides OCROV weekly cyber hygiene assessment reports. This report is intended to provide our office information regarding our office's internet accessible networks and hosts. This report includes vulnerability scan results, new vulnerabilities detected and mitigated vulnerabilities on internet facing hosts. These federal partnerships also help with the defense of risks presented by Foreign States.

Collaborative Intrusion Detection and Prevention System

The Multi-State Information Sharing and Analysis Center (MS-ISAC) provides a security network monitoring service, which includes a near real-time automated system that identifies and alerts on traditional and advanced threats on a network, facilitating the rapid identification of threats and attacks.

Partners of the OCROV Ring of Election Security



Cybersecurity Training & Awareness Program

The OCROV has adopted the County policy of a mandated IT security and awareness training program, which is required to be completed by all employees on an annual basis. This provides employees with basic knowledge and tools that are instrumental in helping the County as a whole to combat cyber threats, including threats that have a social engineering component. The topics covered under the training program include:

- Ransomware
- Password Guidelines
- Safe Election Security and Protection Against Nation State Intrusions
- Social Engineering
- Phishing
- Physical Security
- Privacy
- Mobile Device Usage
- Malware
- Social media

Human Firewall

In any organization, cybersecurity is everyone's responsibility. Human error or targeted spear phishing has consistently been the root cause of publicized cyber attacks, and it is up to the OCROV leadership teams to weave security awareness into the culture of the organization. The term "Human Firewall" means employees, through education and cybersecurity training, are trained to detect, recognize, and report threats. The "Human Firewall" is the human shield of defense against possible social engineering attacks. Our approach is structured to change human behavior by thoroughly training our employees, including volunteer poll workers, to be cautious, and to be trained to recognize and report cybersecurity incidents. The decisions humans make are just as important as the software they use; therefore, the best approach consists of a clear employee cybersecurity program that includes awareness and focuses on continuous

training and education. Additionally, this cybersecurity training and awareness program needs to be more than just a routine requirement; instead, the concepts should be reinforced in order to change employee behavior. For example, email continues to be a significant vector of choice for malware; therefore, it is important that our employees are trained annually, in addition to being reminded in monthly meetings, to be mindful of the many forms of phishing attacks that come through professional and personal emails. Other aspects of the “Human Firewall” include background checks and setting standards for following good security protocols.

Security isn’t just a technology issue; it’s a personnel issue. Errant clicks, user error, and social engineering attacks such as phishing are some of the biggest threats. Educating and empowering our users to make safer choices is vital to creating a more sustainable and successful long-term defense.

Application of the NIST Cybersecurity Framework

The NIST Cybersecurity Framework is a widely adopted framework that provides an additional perspective to our approach to cybersecurity and was created by the public and private sectors working collaboratively. This framework is composed of the following five major functions:

1. IDENTIFY assets you need to protect.
2. PROTECT assets and limit the impact.
3. DETECT security problems.
4. RESPOND to an incident or be ready to respond with a plan.
5. RECOVER from an incident.

Identify

Our agency, with guidance from Orange County Information Technology (OCIT) enterprise security, has developed the skills to manage the cybersecurity risk to systems, assets, data, and capabilities. This covers areas such as risk assessment, asset management, and governance.

Protect

We have developed and implemented the appropriate safeguards to ensure delivery of services. These security mitigations and controls are outlined throughout this document.

Detect

We have implemented the appropriate systems to identify the occurrence of a cybersecurity event as soon as possible. The security mitigations and controls include items outlined in this document such as intrusion detection systems, and collaboration with other agencies are a part of this strategy.

Respond

OCROV, along with a cybersecurity joint task force, has developed a cybersecurity incident response plan. The plan addresses the appropriate actions in the event of a cybersecurity event. These actions include response planning, communications, analysis, mitigation, and future improvements learned from the incident. This plan is an internal secure document not designed for public distribution.

Recover

We have developed appropriate activities to restore any capabilities or services that are impaired due to a cybersecurity event or physical intrusion. A business continuity plan is also a component of this aspect of the framework. The focus is also to maintain resilience for the network and protect it from further attacks.

Defense in Depth

Defense in depth is an information assurance concept in which multiple layers of security controls or defenses are placed throughout network infrastructure to detect anomalies and unusual network traffic. Preparing for a breach is very important. Multiple layers of network security minimize gaps in protection. Examples of currently used protections at the OCROV are a robust firewall, intrusion prevention, and antivirus protection.

Countermeasures that are used to help defend the network are:

- Identify, minimize and secure all network connections.
- Harden systems by disabling unnecessary services, ports, and protocols.
- Enable available security features of systems used.
- Implement robust configuration management practices.
- Continually monitor and assess the security of the systems, networks, and interconnections.

- Building a “Human Firewall” by providing cybersecurity training, providing awareness and holding individuals accountable.
- Configure our firewall and other security settings to be more restrictive.

These countermeasures are items we will be continually reviewed in order to effectively protect systems and networks from cyber-based attacks. Although defense in depth measures do not (and cannot) protect all vulnerabilities and weaknesses in an environment, they are part of the larger, overall strategy.

Incident Response Plan

Cyber Incident Management in Orange County utilizes a lifecycle approach. The Cyber Incident Management Lifecycle is composed of serial phases: preparation, identification, containment, eradication, recovery, and follow-up. It is also composed of ongoing parallel activities: analysis, communication, and documentation. This lifecycle is derived from many standardized cyber incident response processes such as those published by NIST, as well as other authorities.

The following are descriptions of those actions that comprise OCROV’s Cyber Incident Management Lifecycle:

- Preparation - Maintaining and improving cyber incident response capabilities.
- Identification - Confirming, categorizing, scoping, and prioritizing suspected cyber incidents.
- Containment - Minimizing loss, theft of information, or service disruption.
- Eradication - Eliminating the threat.
- Recovery - Restoring computing services quickly and securely.
- Follow-Up - Assessing response to better handle future incidents through utilization of reports, “lessons learned” and after-action activities, in addition to mitigation of exploited weaknesses to prevent similar incidents from occurring in the future.

The following are elements present throughout the Cyber Incident Management Lifecycle:

- Communication - Notifying appropriate internal and external parties and maintaining situational awareness.
- Analysis - Examining available data to support decision-making throughout the Cyber Incident Management Lifecycle.
- Documentation - Recording and time-stamping all evidence discovered, information, and actions taken from Identification through follow-up.

Direct contacts and methods of escalation are imperative to be defined as we prepare for any given election. In the event of an actual attack or incident, we ensure this information and the cybersecurity incident response plan are accessible. It is critical as we prepare and increase our cybersecurity presence, that all involved parties remain in frequent communication, coordination, and are well acquainted with our cybersecurity playbook plans.

Threat Intelligence Services

Threat Intelligence helps organizations understand the risks of the most common and severe external threats. Earlier in this report, we have described how we use partnerships and collaboration to help prevent and mitigate cybersecurity threats. We also utilize those partnerships to respond to incidents.

As an example, we have established a partnership with OCIAC. Not only do they help to identify threats before they occur, they also provide support to respond to an incident, and share the intelligence with other potentially affected entities.

Data Backup and Recovery

An important component of an incident response plan is to have a robust recovery plan, including the ability to restore and recover data after a major disaster. We monitor our backups closely, and we follow best practices in backing up and performing test restores of data. By simply following best practices, our backup and recovery strategy can be an effective defense against encryption and extortion attacks such as ransomware or other data loss.

Rehearsing Responses to Incidents

We will be periodically rehearsing our responses to physical and cybersecurity incidents. This will help employees understand their responsibilities, as well as to refine the response plan based on findings from the rehearsals.

Crew Resource Management

Crew Resource Management (CRM) is a training program which encompasses a wide range of knowledge, skills, and attitudes including communications, situational awareness, problem-solving, decision making, and teamwork; together with each of the sub-disciplines that each of these areas entail. CRM training is conducted at the OCROV, and its concepts are reinforced by the Registrar of Voters. CRM empowers employees to respond, make decisions, and communicate effectively during an incident.

Current and Future State

Controls in Place

Our office has implemented physical and cybersecurity controls as outlined throughout this playbook. We have also established partnerships with federal and local agencies to assist with our efforts and to share information. We have incorporated extensive physical and cybersecurity training for our employees. We have also developed an incident response plan in order to be prepared to respond to an incident. There are additional security measures in place that are not shared with the public to ensure that these additional mitigation efforts are not compromised.

Plans for 2018

2018 is an election year, which means we will be required to execute on many of the planning efforts described in this playbook. Many of the controls that have been put in place will be acted upon as we approach the election. Additionally, we will utilize the partnerships we have established by increasing our frequency of communication and establishing checkpoints to evaluate our readiness before the elections.

Future Plans

Threats are constantly evolving, vulnerabilities are continually being discovered, and new systems are periodically implemented; therefore, the playbook must be used as a foundation and guide for the future. As we implement new systems and processes,

we must review this guide to ensure that we are continuing to adhere to our core information security principles, and applying security controls from all facets including technical, administrative and physical perspectives. As we will be updating our voting system in the near future, we will apply this playbook through the entire process beginning with procurement, continuing through implementation, and applying through future elections.



REGISTRAR OF VOTERS
1300 South Grand Avenue, Bldg. C
Santa Ana, CA 92705
714-567-7600
ocvote.com



TEMPORARY POLITICAL SIGN POLICY AND GUIDELINES

Temporary political signs are allowed by the City Sign Ordinance and are a protected form of free speech. While temporary political signs in public rights-of-way serve an important purpose prior to and on Election Day, at other times they can also detract from the beauty and safety of the community. Residents and businesses choose the City of Irvine because of its dedication to maintaining the reputation as one of the safest and aesthetically pleasing communities in the country.

THEREFORE, I SHALL ADHERE TO THE FOLLOWING POLICY AND GUIDELINES:

- (1) **I SHALL NOT** place or permit the placement of any political campaign sign(s) in public rights-of-way in the City of Irvine more than sixty (60) calendar days prior to an election.
- (2) **I SHALL CONDUCT** my political sign campaign in accordance with the requirements of State and local laws.
- (3) **I SHALL DEFEND AND UPHOLD** the right of every qualified American voter to full and equal participation in the electoral process, including the political sign campaign process.
- (4) **I SHALL REMOVE ALL OF MY POLITICAL SIGNS** within 10 days following the election.

I, the undersigned, candidate for public office in the State of California or treasurer or chairperson of a committee making any independent expenditures, hereby endorse, subscribe to, and solemnly pledge myself to conduct my political sign campaign in accordance with the above policy and guidelines. I have received a copy of the attached City of Irvine Zoning Code provisions for Temporary Political Signs and agree to comply with those regulations at all times prior to and following the election.

Signature

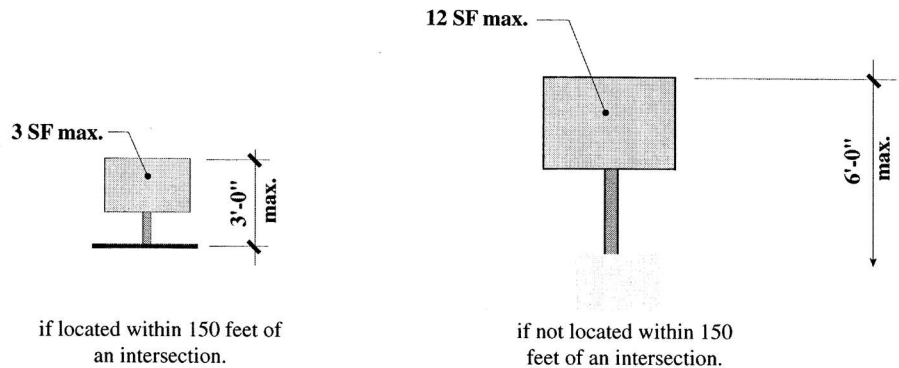
Date

Printed Name

Date of Election

SIGN TYPE #107
TEMPORARY NON-COMMERCIAL SIGNS

Sign location:	In public right-of-way; or on private property with owner's consent. Not on City traffic signs, signals, or devices including directional signs, advisory signs, and regulation signs. Not attached to any object located in the public right-of-way. Outside of sight distance triangles and not obstructing regulatory signs, traffic signal controllers, or driver's view.
Maximum sign size:	Maximum of one substantially similar sign per intersection. 3 square feet, if located within 150 feet of an intersection. 12 square feet, if not located within 150 feet of an intersection.
Maximum sign height:	3 feet above grade if located in public right-of-way within 150 feet of an intersection. 6 feet above grade, but not located within 150 feet of an intersection. 20 feet above grade for wall sign, if not located in public right-of-way.
Sign illumination:	None.
Sign installation and removal:	Signs related to a specific event (e.g., election) may be installed no earlier than 60 days prior to the event to which the sign relates and must be removed no later than 10 days after the event to which the sign relates. If a sign is not removed within the 10-day period, then the City may recover costs of sign removal from the person/organization to which the sign relates. In addition, if a sign is installed earlier than 60 days prior to the event to which the sign relates, then the City may recover costs of sign removal from the person/organization to which the sign relates.
Permit required?	No.



(Ord. No. 16-06, § 3(Exh. A), 8-9-16, effective 1-1-17)

5.2



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: JUNE 12, 2018

TITLE: AWARD OF FINAL DESIGN CONTRACT FOR THE JAMBOREE
PEDESTRIAN BRIDGE

for 

Director of Public Works



City Manager

RECOMMENDED ACTION

Approve and authorize the Mayor to execute a professional services contract with T.Y. Lin International in the amount not-to-exceed \$1,344,960 for preparation of environmental and construction documents for the Jamboree Pedestrian Bridge, CIP 321601.

EXECUTIVE SUMMARY

On March 8, 2018, the City received proposals from five prequalified Consultant Team firms in response to a Request for Proposal (RFP) issued for the environmental and final design phase of the Jamboree Pedestrian Bridge capital improvement project. The location of the proposed bridge is at the Jamboree/Michelson intersection as depicted in Attachment 1. Staff is recommending a contract award to the highest rated firm, T.Y. Lin International, in the amount not-to-exceed \$1,344,960.

A summary of staff's evaluation of the five proposals and corresponding fees for each proposal is provided in Attachment 2. The City's Financial Policies and Procedures require that any contract exceeding \$1 million be presented to the City Council for approval. The recommended contract with T.Y. Lin International and its accompanying proposal are included as Attachment 3 for City Council consideration.

As previously directed by the City Council, staff will coordinate the development of the final design phase with representatives for the two adjacent properties (Park Place and Central Park West) and will provide updates to the City Council of progress and discussions with the property owners.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

On May 21, 2018, the Finance Commission voted 4-0-1 (Commissioners Stein, Dressler, Reyno and Sievers voted in favor; Commissioner Shute absent) to recommend that the City Council approve and authorize the Mayor to execute the professional services contract with T.Y. Lin International in the amount not-to-exceed \$1,344,960.

ANALYSIS

On January 27, 2018, the City Council authorized staff to initiate the final design phase for the Jamboree Pedestrian Bridge project. A copy of the RFP sent to eight prequalified Consultant Team firms is included as Attachment 4. On March 8, 2018, the City received proposals from the following firms:

- AECOM
- Biggs Cardosa Associates, Inc.
- Michael Baker International
- Thornton Tomasetti, Inc.
- T.Y. Lin International

The following three firms elected not to submit proposals:

- HNTB
- Rende Consulting
- Willdan Engineering

In accordance with the City's Financial Policies and Procedures, City staff with direct technical knowledge of the project scope reviewed and evaluated the proposals based on the following evaluation criteria:

1. Experience and qualifications of firm and designated project management staff, other key personnel and subconsultants
2. References for similar work completed
3. Methodology and project approach
4. Responsiveness to the RFP

Based on the evaluation, all firms were deemed qualified and T.Y. Lin International was the highest rated firm. The evaluation summary rating is provided in Attachment 2. The following is a brief summary of staff's evaluation of the proposals:

- AECOM proposed several qualified staff with many years of relevant experience. The proposal provides detailed description of similar bridge work completed. The proposal was not clear on the proposed project personnel's role in the sample projects and the sample plans and specifications provided were not for a structural bridge project. AECOM prepared the conceptual designs for the proposed pedestrian bridge and therefore, demonstrated a strong understanding of the project and the affected stakeholders.
- Biggs Cardosa Associates, Inc. presented well-experienced staff with many years of relevant experience. The proposal included examples of other projects with aggressive schedules and outlined a solid project approach. The proposal focused on a steel girder bridge with no further consideration of concrete girders, limiting the City's ability to fully vet the final bridge materials.

- Michael Baker International's proposal referenced bridges that were not of similar type or scale as the proposed project and did not provide sufficient project specific information to support its understanding of the project objectives.
- Thornton Tomasetti, Inc. referenced several bridge projects including design work, but did not elaborate on strategies to control project schedules.
- T.Y. Lin International's proposed project manager and supporting team demonstrated a strong knowledge of bridge design and construction. The proposal included a detailed project approach and discussion of design and construction considerations such as stage construction, geometrics, and sight distances. The proposal also suggested multiple potential architectural schemes that could work with the project location.

As required by the City's Financial Policies and Procedures and consistent with California Government Code 4526, for certain professional consulting services, such as architects and engineers, the RFP must require that proposed pricing be submitted under a separate sealed envelope, and opened only after the proposals have been fully reviewed and rated. When evaluating proposals for these professional services, pricing is not an evaluation criterion, but rather is reviewed for fairness and reasonableness after the highest rated firm is identified. Staff reviewed the cost proposal submitted by T.Y. Lin International for the tasks identified in the RFP, compared the cost proposal with the submittals received from the other firms and then negotiated a reduced price of \$1,344,960, which was determined by staff to be fair and reasonable for the proposed work. If the recommended action is approved by the City Council, the final design is scheduled to begin in July 2018 and expected to be completed by April 2019.

ALTERNATIVES CONSIDERED

The City Council can elect to cancel the RFP and defer the project design phase to a future date. This alternative is not recommended because deferring the project delays the implementation of this City Council priority traffic improvement.

FINANCIAL IMPACT

The City Council approved a budget allocation of \$20 million for all project phases with the City's annual CIP budget. Expenditures to date for preliminary engineering, including the RFP process total \$73,500. Funding for the proposed contract amount of \$1,344,960 for the final design phase is available in the City Council approved CIP 321601 from a combination of IBC development fees and a \$4.2 million contribution from the Central Park West development.

REPORT PREPARED BY Thomas Perez, CIP Administrator

ATTACHMENTS

1. Vicinity Map
2. Evaluation Summary
3. Professional Consultant Services Agreement and T.Y. Lin International Proposal dated March 8, 2018
4. Request for Proposal, February 20, 2018

Vicinity Map



JAMBOREE RD GATEWAY PEDESTRIAN BRIDGE | CONCEPT PRESENTATION

AECOM | 13

ATTACHMENT 1

CITY OF IRVINE



Evaluation Summary Jamboree Pedestrian Bridge

	Total (10)	Experience and Qualifications (30%)	References to Similar Work (30%)	Methodology/ Project Approach (30%)	Responsiveness to RFP (10%)	Total Hours	Total Fee
T.Y. Lin International	8.93	2.70	2.70	2.70	0.83	7800 Revised 8660 Original	\$1,344,000 Revised \$1,481,723 Original
AECOM	8.67	2.70	2.50	2.60	0.87	4957	\$889,646
Biggs Cardosa Associates, Inc.	8.43	2.60	2.60	2.40	0.83	7805	\$1,233,805
Thornton Tomasetti, Inc.	8.07	2.50	2.50	2.20	0.87	4733	\$832,649
Michael Baker International	8.00	2.60	2.30	2.30	0.80	7566	\$1,309,436

ATTACHMENT 2

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES (the "Agreement") is made and entered into as of _____, 2018, by and between the CITY OF IRVINE, a municipal corporation ("City"), and T.Y.LIN INTERNATIONAL, 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:** Professional Consulting Services for the design of the Jamboree Pedestrian Bridge as part of the City's Consultant Team Program (reference RFP 16-1011). Contractor is included on the City of Irvine Consultant Team list.
- C. Term:** Unless terminated earlier as set forth in this Agreement, the services shall commence on June 1, 2018 ("Commencement Date") and shall continue through March 31, 2020 (or later to allow for completion of the project).
- D. Party Representatives:**
- D.1.** The City designates the following person/officer to act on City's behalf: Thomas Perez, CIP Administrator, email: tperez@cityofirvine.org
- D.2.** The Contractor designates the following person to act on Contractor's behalf: Karen Chapman, email: karen.chapman@tylin.com
- 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

By: _____

Its: Director of Public Works

By: _____

Its: City Manager

By: _____

Its: Donald P. Wagner
Mayor of the City of Irvine

Attest:

By:

Molly McLaughlin
City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP



Jeffrey Melching

T.Y. LIN INTERNATIONAL

By: _____

Its: _____

By: _____

Its: _____

By: _____

Its: _____

Contractor Information

Address for Notices and Payments:

15440 Laguna Canyon Road, Suite 270
Irvine, CA 92618

Attn: Karen Chapman

Telephone: 949-861-8510

Email: karen.chapman@tylin.com

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. **The insurance**

and certificates submittal requirements shall apply only in the event one or more projects are awarded to the Contractor under this master Agreement.

2.1.1 Insurance Coverage Required. The policies and amounts of insurance required hereunder shall be as set forth below. **The City reserves the right to require increased insurance limits for certain high-value and/or high-risk projects relating to engineering and/or architectural design.**

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, color, creed, religion, sex, marital status, national origin, or ancestry, 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 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 3.13.

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 Unemployment 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 issuance of a purchase order for services to be performed hereunder 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) **Contractor Office Location.** Contractor must have a full-time service office in Southern California, preferably in Orange County, during the entire duration of this Agreement, including a physical address and applicable business license(s), where key staff such as project managers are located to ensure availability for meetings at City facilities as requested within a reasonable timeframe during normal business hours.
- 3) **Use of Subcontractors.** Contractor must perform the majority of the primary work set forth in the scope of services for the specialty area(s) for which the Contractor has been approved as set forth herein with its own workforce (versus using subcontractors). The City may allow the use of subcontractors provided they are delineated at the time of proposal submittal, or at the time of project award if expressly included in the project proposal. Contractor shall disclose in the project proposal any and all proposed subcontractor(s), including details regarding which tasks they would perform.
- 4) **PART II, GENERAL PROVISIONS, Section 2.1.1, Section D. Professional Liability Insurance, is modified for Design Professionals only.**
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. **Business Entities performing those professional services as set forth in California Civil Code 2782.8, as excerpted below, shall retain their Professional Liability Insurance in full force and effect for a minimum period of three (3) years after completion of any project performed hereunder.**
- 5) **PART II, GENERAL PROVISIONS, Section 2.2 is modified as follows:**

The following modified Indemnification section 2.2 applies **only to Design Professional as set forth in California Civil Code 2782.8, excerpted below.**

"Design Professionals" include all of the following:

- (A) An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- (B) An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- (C) An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and

a business entity offering professional engineering services in accordance with that chapter.

(D) An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

2.2 Indemnification. Contractor shall, to the fullest extent permitted by law (including without limitation California Civil Code Sections 2782 et seq.), defend (with legal counsel reasonably acceptable to the City), indemnify and hold free and harmless the City and City Personnel (collectively, the "Indemnitees") from and against any and all claims, losses, costs, damages, injuries (including without limitation injury to or death of Contractor or Contractor's officers, agents, employees, representatives)(collectively, the "Contractor Entities"), expenses and liabilities of every kind, nature and description (including without limitation incidental damages, court costs, attorney's fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, the negligence, recklessness or willful misconduct of Contractor, any of the Contractor Entities, anyone directly or indirectly employed by any of them, or anyone that they control (collectively, "claims or liabilities").

2.2.1 Such obligation to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such claims or liabilities are caused in part by the negligence, active negligence or willful misconduct of such Indemnitee.

2.2.2 In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such claims or liabilities, 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.

2.2.3 Contractor shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

6) PREVAILING WAGE REQUIREMENTS

The City is subject to prevailing wage laws which apply to those professional services providers and their subconsultants for whom the Department of Industrial Relations has established a wage determination, including but not limited to Field Soils Materials Testers; Operating Engineers; Surveyors; and Building/Construction and Specialty Inspectors. The following requirements apply to these firms:

Prevailing wage requirements apply to public works projects including maintenance and repair work with a value exceeding \$1,000.00.

The City is subject to the provisions of law relating to public contracts in the State of California. It is agreed that all provisions of law applicable to public contracts are a part of this Agreement to the same extent as though set forth herein, and will be complied with by Contractor. Contractor shall abide by all applicable California Labor Codes including

Sections 1770-1781, et seq. In accordance with the provisions of Section 1773 of the California Labor Code, the general prevailing rates of per diem wages and holiday and overtime work in the locality in which the Work is to be performed shall be in accordance with the rates posted on the Department of Industrial Relations website, found at <http://www.dir.ca.gov/dirdatabases.html>. The Contractor, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of this Agreement.

The City of Irvine reminds all contractors and subcontractors of the adoption of **SB 96**, and encourages them to understand and comply with the requirements as set forth on the Department of Industrial Relations (DIR) website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. All contractors and subcontractors who plan to bid on a public works project when the project is for construction, alteration, demolition, installation, or repair work with a value exceeding \$25,000.00 must first be registered and pay an annual fee with the DIR. Additionally, all contractors and subcontractors who plan to bid on public works projects involving maintenance work with a value exceeding \$15,000.00 must first be registered and pay an annual fee with the DIR. The City requires all contractors and subcontractors to be registered with the DIR prior to submitting a bid meeting these parameters. These requirements shall apply prior to submitting a proposal for a specific City project, rather than when submitting a proposal for inclusion on the Consultant Team Program list. Subject to the exceptions set forth in Labor Code Section 1725.5, bids from contractors that are not currently registered will be deemed nonresponsive. Further, the City will not award a contract to and no contractor or subcontractor will be allowed to work on a City public works project meeting these parameters unless they are registered with the DIR pursuant to Labor Code Section 1725.5. Please visit the DIR website for further information.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

PART IV

SCOPE OF SERVICES

Services shall be performed a in accordance with Contractor's response to the Request for Proposal Professional Engineering Services for JAMBOREE/MICHELSON PEDESTRIAN BRIDGE, CIP 321601 dated March 8, 2018, ATTACHMENT I.

PART V

BUDGET

Pricing shall be as set forth below and in accordance with ATTACHMENT II.

Included in the total compensation 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 \$1,344,960**, 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.

Exhibit 1

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Contract Services Description: Professional Consulting Services

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.

Dated:	
Contracting Firm:	Proactive Engineering Consultants, Inc.
Signature:	
Title:	
Address:	200 S. Main St, Suite 300, Corona, CA 92882

ATTACHMENT I



March 8, 2018

PROPOSAL

Professional Engineering Services for Jamboree/Michelson Pedestrian Bridge CIP 321601

CONTACT:

T.Y. Lin International

Stéphane Dulor, PE

20 Pacifica, Suite 350 | Irvine, CA 92618

949.398.4962 | stephane.dulor@tylin.com

TY·LININTERNATIONAL



Cover Letter

March 8, 2018

Thomas Perez, PE
CIP Administrator
City of Irvine
One Civic Center Plaza
Irvine, CA 92623-9575

Subject: Proposal for Professional Engineering Services for Jamboree/Michelson Pedestrian Bridge, CIP 321601

Dear Mr. Perez,

The City of Irvine (City) proposes a pedestrian bridge to alleviate traffic congestion at the Jamboree Road / Michelson Drive Intersection and provide safe pedestrian access across Jamboree Road. **TY. Lin International (TYLI)** understands the desired bridge requires accommodation of numerous stakeholders and should be a sleek, modern structure integrated seamlessly with the Irvine Business Complex (IBC) aesthetics and softened with landscaping. We have followed the City's steps to develop early concepts of this project, attended City Council meetings, and remained informed of the latest project developments. We are excited about this opportunity to assist City staff and take this project to the finish line! TYLI offers several key benefits including:

Thorough understanding of this iconic project. This project has unique challenges including property owner requirements and desires, sight distance issues, Caltrans involvement, compliance with the Americans with Disabilities Act (ADA), construction staging, and impacts to the general public. TYLI evaluated these challenges and developed possible alternatives. With our track record of award-winning signature pedestrian bridges and our current work on similar projects across Southern California, we hope to demonstrate that the TYLI Team is the best choice for this project.

Industry leader and veteran team. TYLI is a world-class bridge engineering firm with the local resources of more than 20 bridge engineers and more than 100 technical staff in Southern California. TYLI assembled a team of qualified professionals and specialty subconsultants, tailored to meet the required scope of services and unique project conditions and constraints. Our hand-picked team offers the ideal combination of skill sets and experience to efficiently deliver this pedestrian bridge to the City as demonstrated in Section VII of this proposal.

Our **Project Manager, Stéphane Dulor, PE**, brings 22 years of California bridge design and project management experience focused on signature pedestrian bridges. He is supported by our **Structures Lead, Dan Fitzwilliam, PE**, a signature bridge specialist and **Roadway Lead, Steve Ollo, PE, PLS**, who has first-hand knowledge of the City's needs and requirements. **Environmental Lead, Brian Calvert**, from ICF Jones & Stokes, Inc. (ICF), offers 20 years of experience leading environmental documents and approvals. TYLI's in-house **Architecture Lead, Noel Shamble, AIA**, has visual design expertise to integrate signature structures seamlessly into the surrounding environment. This team of experienced professionals will be key to driving the aggressive schedule and delivering this project to the City.

To support TYLI's in-house capabilities and thoroughly address the project's scope, our team includes specialty subconsultants including the following key firms:

- » **ICF Jones & Stokes, Inc. (ICF)** will provide environmental studies and overall support for the CEQA approval process led by the City. ICF and TYLI routinely partner on similar projects throughout Southern California.
- » **Leighton Consulting, Inc. (Leighton)** will conduct a hazardous materials evaluation and brings a wealth of existing available data from previous work at this specific location.
- » **Earth Mechanics, Inc. (EMI)** will provide geotechnical services and is a recognized expert in bridge foundations throughout California. EMI and TYLI have a long history working together.

An Affirmative Action / Equal Opportunity Employer M/F/D/V

- » **Vertical Transportation Excellence (VTX)** bring expertise for elevator design to enhance the ADA accessibility from both sides of Jamboree Road.
- » **Towill, Inc.** will provide supplemental surveying and mapping services for the project site.
- » **Illumination Arts, LLC** is a national accent lighting design consultant whom TYLI routinely collaborates with for enhanced lighting for iconic, signature bridges. They will provide aesthetic and accent lighting design to this modern pedestrian bridge.

Team qualifications, responsibilities, and relevant experience are provided in Section VII.

Trusted expertise and experience with City standards and preferences. The City is familiar with the TYLI Team and the level of quality services and deliverables. We have recent experience and practical knowledge with City policies, procedures, and standards. The TYLI Team offers a detailed understanding of the site conditions and project challenges for the planning and engineering phases of this project. To demonstrate our project understanding, TYLI presents possible alternatives in Section II. To showcase our creativity and demonstrate available tools for community and stakeholder buy-in of this project endeavor, we developed photorealistic 3D renderings within this proposal and we are prepared to develop 3D animations, interactive virtual reality (VR) experiences, and 3D printed models to aid in the future visualization and development of this essential pedestrian bridge.

TYLI does not have any direct, indirect, or potential conflicts of interests that may exist relative to the services to be provided under the agreement for consulting services awarded pursuant to this Request for Proposals (RFP). TYLI executed an agreement with the City for on-call consultant services and our current insurance certificate is on file with the City. TYLI and our subconsultants will maintain the required insurance policies for the life of this agreement and submit insurance certificates directly to the City's insurance monitoring vendor.

TYLI is in receipt of Addenda 1 and 2. We take no exceptions to the City's scope of work.

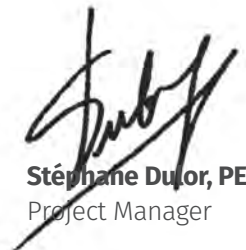
We look forward to sharing our ideas and working with the City on this iconic community project. If you have any questions, please contact Stéphane at (949) 398-4962 or stephane.dulor@tylin.com.

Sincerely,

T.Y. Lin International



F.R. Clark Fernon, PE
Vice President



Stéphane Dulor, PE
Project Manager



Karen Chapman, PE
Principal-in-Charge



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Proposal Statement



T.Y. Lin International (TYLI) acknowledges that the Proposal is signed by an official authorized to bind the firm and that he is aware of the services, schedules, and products described and required by this proposal. TYLI agrees to provide these services and products according to the project schedule in Section IV and on a time and materials fee contract basis, not to exceed **individual task items and total consultant fee** listed in the cost summary in Section V. Financial reimbursement to the City will be required for design errors caused solely by TYLI or its subconsultants. This proposal shall be valid for ninety (90) days.

Consultant: T.Y. Lin International

By: 
F.R. Clark Fernon, PE, Vice President

Date: March 8, 2018



Project Understanding and Creativity

► PROJECT UNDERSTANDING

The City of Irvine has seen a transformation in the Irvine Business Complex (IBC) over the past decade. With an influx of residential and mixed-use development, combined with the substantial presence of corporate and high-tech industries, the area has a sense of place during the work day and evening hours. As the backbone of the IBC, Jamboree Road handles thousands of vehicle trips every hour, all hours of the day.

Important for the functionality of mixed-use development, pedestrian mobility is key, especially near dense residential and commercial developments. This makes the Jamboree Road/Michelson Drive Pedestrian Overcrossing (POC) a significant project for the overall growth of the IBC. As the first of several pedestrian overcrossings planned within the IBC, a smooth development and construction process is imperative.

With 100% plans, specifications, and estimate (PS&E) expected this October, a key challenge of this project is its aggressive schedule. **TYLI** has delivered award-winning pedestrian overcrossings throughout California with similar timelines and we are well-suited for this challenge.

Our team has developed additional bridge concepts, and demonstrates throughout this proposal how quickly we could modify and develop new bridge concepts based on the City's and other key stakeholder input.

► CREATIVE POTENTIAL OPPORTUNITIES & ENHANCEMENTS

CREATING AN ICONIC STRUCTURE

The location and purpose of the proposed Jamboree/Michelson Pedestrian Bridge demands a level of iconicity, which presents an opportunity to create award-winning recognition and a distinguishable infrastructure the City and community can be proud of.

Creating an iconic structure requires several characteristics to come together in a harmonious manner. First and foremost, the structure must exude a novel form distinctly different from other bridges in the area, while still drawing inspiration from its surroundings to make an identifiable connection with its users. It is critical that users are not able to connect its form and geometry to something else they have



Figure 2.1 The Idaho Avenue POC, designed by TYLI, crosses over the California Incline roadway, in the City of Santa Monica. When TYLI was awarded the design for the replacement POC, the California Incline Bridge Replacement project was under construction, the roadway was closed, and a detour was established. TYLI recommended a reduced design schedule and use of the California Incline contractor to construct the POC, which reduced mobilization costs and minimized public disruption by constructing both projects under one road closure. TYLI worked quickly with the City of Santa Monica, developing several replacement concepts, reducing them to three alternatives, and presenting them to the public for preferred selection. After selection, TYLI worked on final design, performing engineering calculations and developing details, while architectural staff continued to refine renderings presented to City staff with weekly input on specific bridge details. The City was presented with interactive 3D bridge “walk-throughs” to experience the final design as seen by bridge users. **From contract execution through concept designs, TYLI presented 100% PS&E to the City of Santa Monica in only 5 months!**

The Idaho POC has received five distinguished awards since its completion in 2016, including the 2017 Arthur G. Hayden Medal from the International Bridge Conference and the 2018 ACEC California Honor Award of Excellence.

seen. It is the novelty of a structure that gives residents pride and sense of place as well as draw in visitors. This structure should be something the City will be proud to showcase on brochures or advertisements related to living or working in Irvine.

Beyond form, iconic structures utilize unique and innovative materials not often seen in typical projects such as wood, corten steel, glass, composites, and color gradients. Even a minimally complex bridge can intrigue and inspire through its innovative use of materials. Also, common materials that are finished or fabricated differently can greatly impact a project's iconicity.

For example, concrete that exhibits variable patterns, texture, stains, or surface treatment via form liners can transform its appearance from something that is cold and simple to a structure that is warm and complex.

Another attribute of iconic structures are their ability to users draw in. Rather than just a connection from point A to point B, iconic structures exhibit positive spatial qualities prompting people to stay and linger. Place making is the process of crafting spaces to encourage users to meet up, gather and stay, or simply remain long enough to take in the view. A good pedestrian bridge, regardless of its surrounding context, provides an experience to users that encourage them to use the bridge again and again. Place making within the context of bridge design can occur below a bridge at the entrance, on the stairs or a landing, or along the bridge where it widens to accommodate overlooks.

A community's identity is an integral part of what impacts the design of an iconic structure. Factors such as a community's cultural and environmental history, economy, climate, present and historic architecture, and commercial opportunities all contribute toward the structure's identity and what is a contextually appropriate solution. There are instances where fine-tuning a structure's design to blend into the existing urban fabric is the appropriate architectural decision. For example, a structure could utilize similar geometry and materials as an adjacent building, facilitating its contextual connection to the site. Often, bridges span between different developments, making it difficult to blend in architecturally. In these instances it can be most appropriate to break the mold and forge a new aesthetic, allowing the structure to stand alongside as its own composition. TYLI regularly practices a context-sensitive design approach, ensuring our structures are in harmony with surroundings and are timeless in their contextual contribution.

Tustin Legacy Parks Pedestrian Bridge

An example of such a project is the Tustin Legacy Park Bridge at the intersection of Tustin Ranch Road and Moffett Drive, a short 3 miles northwest of the Jamboree Road/Michelson Drive Intersection. The project is currently progressing through type selection and the project team is reviewing an elevated circular pedestrian bridge, which gives access to two park spaces to the north of Moffett Drive and two

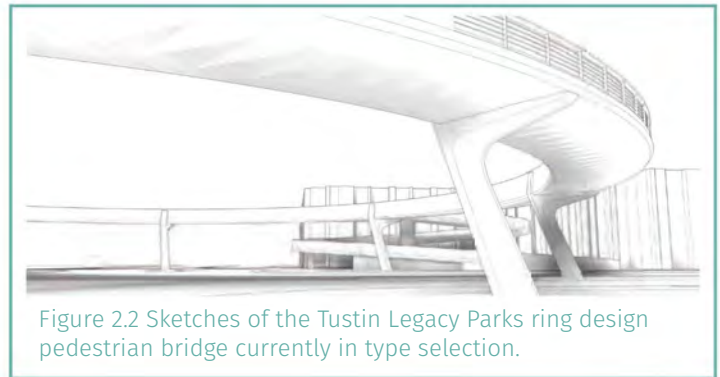


Figure 2.2 Sketches of the Tustin Legacy Parks ring design pedestrian bridge currently in type selection.

developments south of the intersection. The bridge has been sculpted into a ring to optimize its access points integrating a combination of ramps, stairs, and elevators accessing the adjacent areas. The eight bridge piers are placed strategically establishing a rhythm around the ring to visually connect the four corners of the intersection. The design provides the city with a desired monumental icon, while simultaneously providing framed views of the sky and tree tops from a pedestrian or driver's point of view.

Avalon Promenade and Gateway Pedestrian Bridge

The Avalon Promenade and Gateway Pedestrian Bridge, which recently completed type selection and is poised to start final design, is another example of context sensitive design. Situated in the city of Wilmington within the Port of Los Angeles (POLA), this project consists of a 5.5-hectare landscaped park, entry monument and plaza, and iconic bridge. The bridge's alignment, orientation, and tied arch member were carefully sculpted adhering to the vertical clearance requirements over Water Street and the railroad tracks. The challenging project constraints resulted in an arch with an asymmetric layout ultimately resembling an abstract "W" for Wilmington and an instant icon for the City.

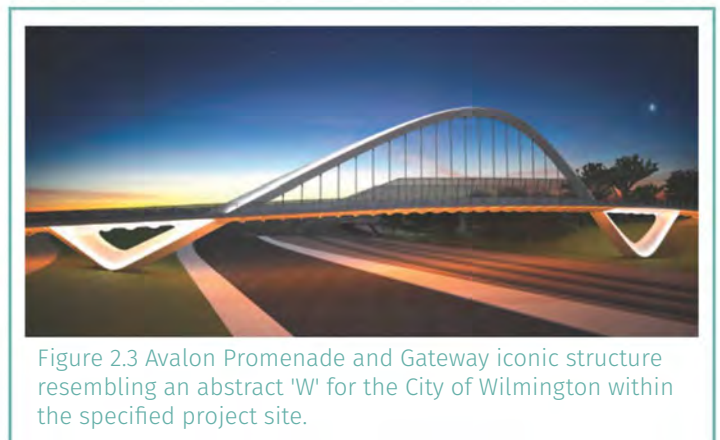


Figure 2.3 Avalon Promenade and Gateway iconic structure resembling an abstract "W" for the City of Wilmington within the specified project site.

BRIDGE TYPE AND CIRCULATION

The TYLI Team understands the City Council is seeking an iconic girder structure over Jamboree Road which will function as a gateway into the City of Irvine. A new architecturally enhanced POC is proposed as a single-span, prefabricated spliced girder superstructure, supported on single column or V-shaped bents at each bridge end with dropped bent caps on deep foundations. Due to the length of the single-span (approximately 166 feet), the prefabricated girders will require on-site splicing on temporary supports at Jamboree Road. There will be an elevator tower and stairways at each bridge end supported on shallow foundations.

Our team also understands there are various stakeholders involved in the development of this bridge including the property developers on the northern corner (Central Park West) and owners of the retail development on the eastern corner (Park Place). With this in mind, the various paths of circulation are key to encouraging use of the bridge and its overall success in connectivity across the site. On the northwest corner it is essential for the bridge entrance to face the intersection to facilitate pedestrian movement from

the crosswalk (heading west along Jamboree Road) and coming around the block (east along Michelson Drive). An additional entrance on the northern corner facing the development “alley” is also preferred to facilitate movement from southwest down Jamboree Road. We also understand the northern corner development, once complete, may desire a direct connection to the bridge from the second level of its parking structure.

On the eastern corner, it is desired that the bridge entrance face the existing pathway extending between the two rotundas at Park Place to facilitate movement northeast along Jamboree Road, northwest along Michelson Drive, and west from the shopping center. It is understood the bridge landing on the eastern corner shall minimally impact the view of these rotundas.

With these complex parameters in mind, the TYLI Team has developed four potential bridge concepts, provided on the following pages, addressing each of these constraints differently.



Figure 2.4 The proposed pedestrian bridge will connect to this pathway located between the two rotunda of the Park Place development.

Concept 1: Triangulated Steel Girder

Concept 1 closely follows the structural layout of the girder alternative found within the City's RFP document. The bridge features an elevator tower with split staircases on the north corner to provide connection to the new Central Park West alley and the intersection. The northwest end of the bridge features a look-out point adjacent to the elevator, functioning as a meet-up space, which also offers a feasible point for a future span to connect into the second floor of the adjacent Central Park West. On the eastern corner, the structure provides stair and elevator access facing southeast toward the shopping entrance, with a new path following the curb past the staircase to the elevator. The eastern corner's staircase and elevator have been pushed northeast along Jamboree Road to prevent visually impeding the Park Place rotunda structures. Vegetation will be integrated into the overall design, especially on the stairs. As the stairs rise and narrow, vegetated area increases proportionately. When users

ascend the structure, via the stairs or elevator, they will feel as though they are entering a tree canopy. The 20-foot-wide deck will continue to integrate plantings along the span, narrowing and expanding as one crosses the bridge. The superstructure is comprised of two steel wide flange girders along either side of a precast concrete panel walking surface, supported on shallow transverse floor beams. Planter boxes will sit inside each wide flange girder. Architecturally the bridge is characterized by a triangulated skin folding up the staircases and along the bridge. The skin consists of a series of galvanized steel panels, which are painted and attached to the framing system on the stairs and wide flange steel girders on the bridge. While the bridge has many components and a large cladding system, the typical structural components and planar nature of the cladding creates a cost-effective solution and instant icon.

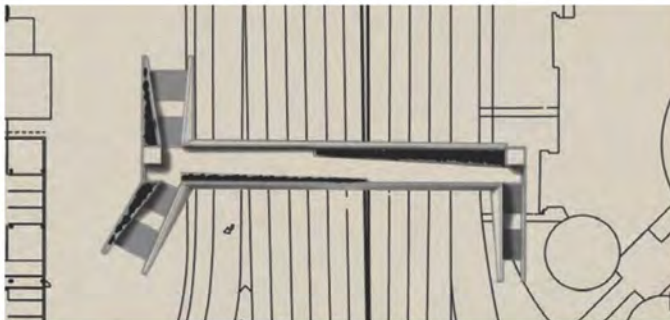


Figure 2.5a Plan view of Concept 1, the triangulated steel girder option.



Figure 2.5b TYLI's rendering of Concept 1 from above the pedestrian bridge looking East.



Figure 2.5c TYLI's rendering of Concept 1 from Jamboree Road looking North at the pedestrian bridge.

Concept 2: Concrete Arch/Girder Hybrid

Concept 2 follows the general principles of the RFP structure's alignment but with an alternate structural system. Similarly, the structure provides access to the Central Park West alley as well as access to the intersection to the southwest. An elevator is situated between the two staircases where the decks bifurcate and provide the option for a bridge to extend from the bifurcation to the second floor of the parking structure, if desired. On the eastern corner, the staircase curves down providing access to Park Place between the rotunda and elevator access via a path passing west of the staircase. Both the staircase and elevator have been pushed north to avoid visually impeding the rotunda structures. The alignment of the bridge's southern edge is arc-like, curving gently toward the intersection on both sides of Jamboree Road. On north side, the alignment resembles a reversing S-curve, giving precedence to the alley between developments.

From a structural standpoint the bridge behaves like a beam, but resembles an arch and girder hybrid. The benefit of this structure allows load to be carried in the upper deck with longitudinally running floor girders, which can be thinner, lowering the elevation of the bridge and reducing the number of stairs required. This bridge concept is more slender than Concept 1 at 12 feet wide, allowing for a lighter presence on the site overall. Featured between the upper and lower member are a series of smooth struts that give the system stability while creating a signature appearance. The struts are organic in appearance and give the bridge a highly-recognizable feature, while providing transparency and views of the bridge in front of the user and toward the surroundings. This concept is novel in form and structure and gives the intersection a design that is endlessly dynamic, regardless of what angle it is viewed from.



Figure 2.6a Plan view of Concept 2, the concrete arch/girder hybrid option.



Figure 2.6b TYLI's aerial rendering of Concept 2 from the Jamboree Road/Michelson Drive Intersection.

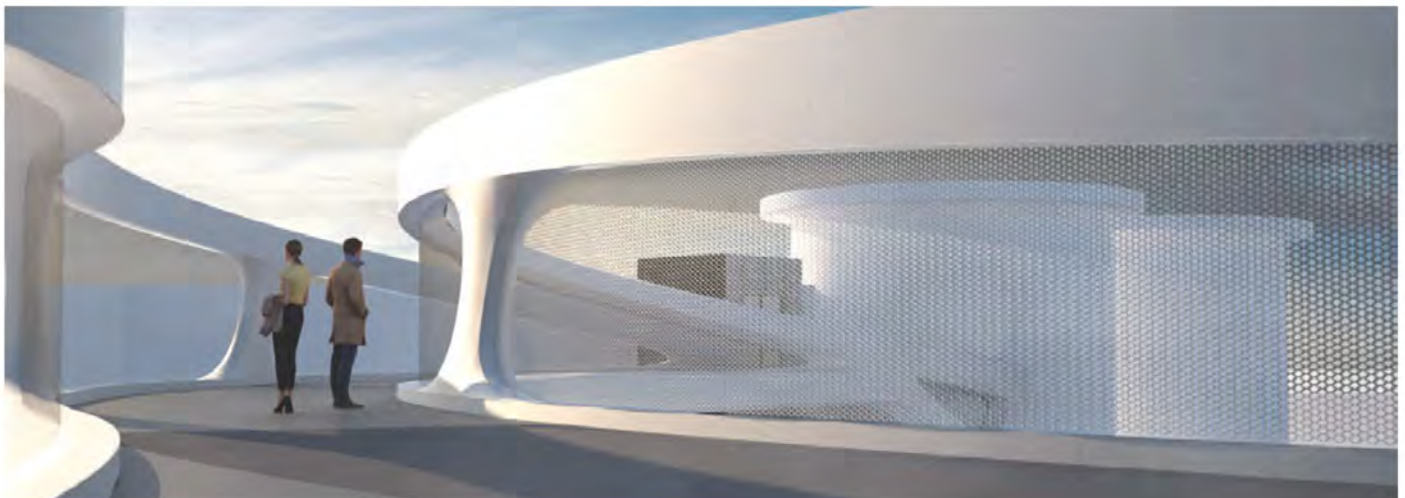


Figure 2.6c TYLI's rendering of Concept 2 from along the pedestrian bridge.

Concept 3: Steel Girder with Architectural Cladding

This alternative closely follows the structure shown in the RFP with the exception it provides access to the second parking level of the Central Park West. On the northern corner, the bridge splits northeast to provide access to the Central Park West alley between the development as well as southern access to the intersection. At this junction the deck intersects the elevator and zig-zags around to a landing that allows for access to the parking structure connecting bridge and south staircase. On the eastern corner, the staircase and elevator have been pushed north beyond the rotunda to avoid visually impeding the structure with a minimal presence next to Park Place. The staircase faces southeast providing access to the path between the rotundas as well as a path bending west around the staircase to the elevator.

Structurally the alternative is quite simple and consists of steel wide flange girders, a precast concrete panel deck, wide flange floor beams, and an architectural cladding system that gives the bridge its unique appearance. The cladding system features a variably scaled perforated pattern leading to a dynamism that is more legible during the day and springing to life at night when the internal cavity glows from color changing LEDs. The cladding system extends from each staircase across the bridge to provide visual continuity. Additionally two large planters anchor the north edge of the parking level connection, as well as the southern edge of the main span, providing a calming, shaded experience as users cross, as well as a distinct elevation to marvel at while approaching on Jamboree Road. This alternative provides for future connections and is a cost-effective, yet unique, structure that would define the area for decades to come.

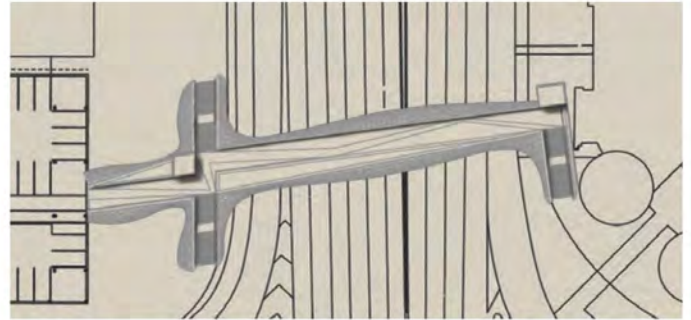


Figure 2.7a Plan view of Concept 3, the steel girder with architectural cladding option.



Figure 2.7b TYLI's rendering of Concept 3 from along the pedestrian bridge looking East.



Figure 2.7c TYLI's aerial rendering of Concept 3 from the Jamboree Road/Michelson Drive Intersection.

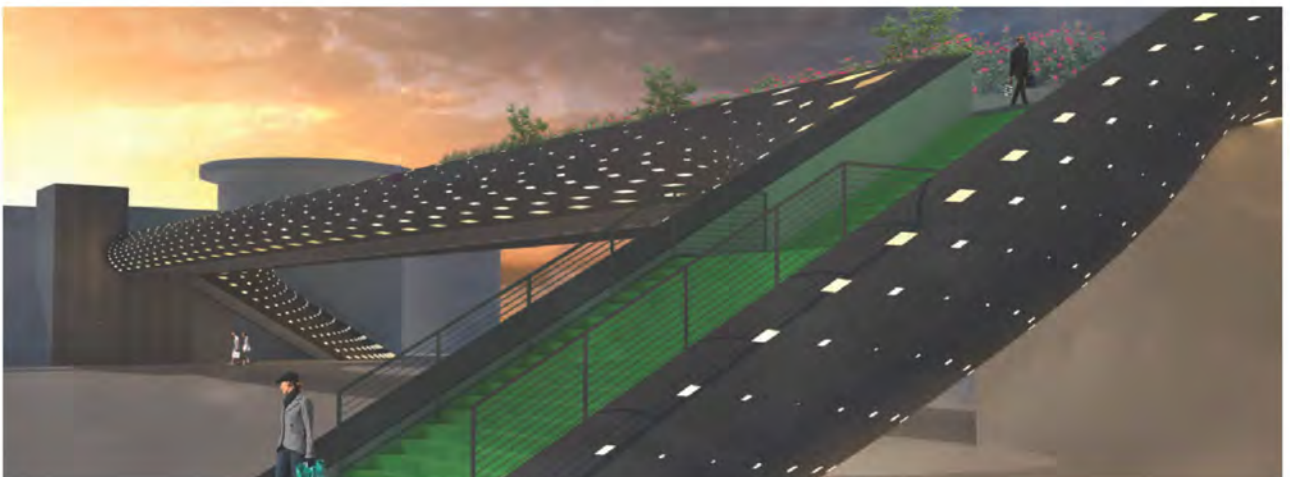


Figure 2.7d Rendering of the Central Park West pedestrian bridge access point.

Concept 4: Tilted Steel Girder

The strong, clear silhouette of Concept 4 creates an instantly recognizable structure. It is bold enough to stand out once the neighborhood surrounding area is bustling with the new residential developments, yet simple to understand and use. Circulation at each touchdown location is a sensitive challenge for the project and this alternative takes a different approach than the previous concepts. Rather than creating three independent grand stairways, Concept 4 folds the stairs into a smaller footprint. On the east corner the compact arrangement keeps the project completely clear of the Park Place glass rotunda, generously set back from the street allowing for clear sight lines and lush landscaping. On the northern corner, the two stairways share a central landing, which will save on construction costs. Clad in wood, these lower stairs give the impression the ground plane has been folded up to meet the bridge. The angled aesthetic theme continues

into the sidewalk landscape design, creating places to sit and gather, blurring the boundary between bridge and ground.

Twin steel edge girders act as the primary structure for the bridge. They are strategically angled to accent pedestrian movement, offering playful glimpses of the users beyond. The girders tilt down to open up the visibility at the eastern end and tilt up on the northern end to expose the circulation coming up from below. Secondary rib struts connect the main girders to the deck, showcasing the often hidden inner bones of the bridge. These repetitive elements provide a constant rhythm to the slanted design. These struts are further exposed between deck panels and have the potential to be painted with a dynamic color gradient, adding a level of detail that will delight at a close scale.

All in all, this concept offers an opportunity for success as a global icon and as a unique pedestrian experience.

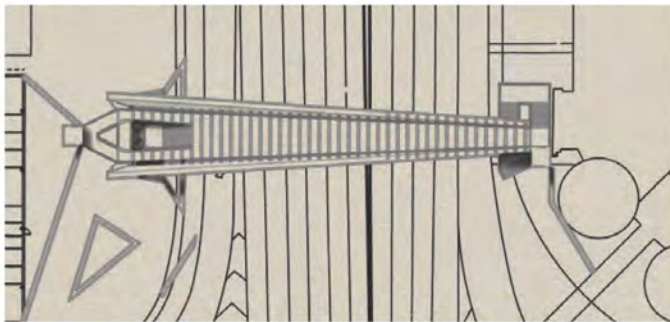


Figure 2.8a Plan view of Concept 4, the tilted steel girder option.

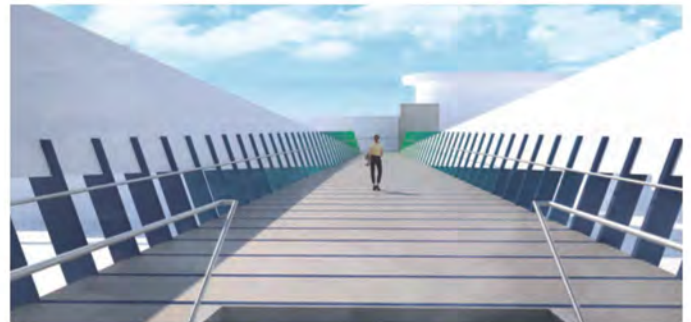


Figure 2.8b TYLI's rendering of Concept 4 from along the pedestrian bridge.

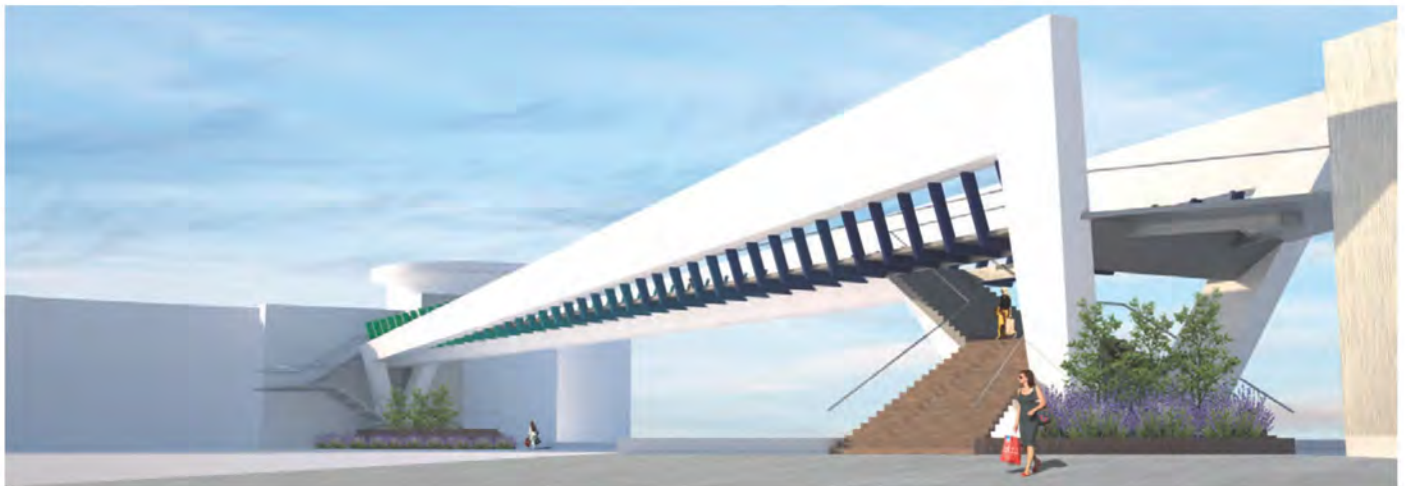


Figure 2.8c Rendering of Concept 4's south entry point of the pedestrian bridge.

User Experience

Iconic bridge structures are more than piers, decks, stairs, and railings, but a multitude of elements integrated together to encourage use and provide gratifying experiences. Throughout the day an often defining characteristic of a bridge are its shadows. Shadows are a continuously shifting element that, despite a structure's static nature, promote dynamism. However, at night the shadows disappear and lighting becomes an important feature to highlighting the best aspects of a structure. While most bridges have integrated functional lighting for illuminating pathways, great iconic structures utilize aesthetic lighting to illuminate major structural members, highlight sweeping curves, and generally promote visual legibility of the structure.

Another important feature to a bridge to heighten the user experience are overhead canopies. Canopies help frame views, provide shade, create a sense of space and enclosure, and constitute a sense of visual continuity while walking. Given the number of features that require power on a bridge such as lighting and elevators, it makes sense to integrate solar panels into a canopy design. Technology today provides the ability for a bridge to be self-sufficient given the right solar orientation and surface area of a solar canopy. TYLI utilizes advances solar incident angle software to optimize a bridge's design based on geographic location ensuring the bridge's form is intrinsically connected to its site. What is more contextually sensitive than a bridge that cannot exist on any other site?



Figure 2.9 TYLI recently designed the Hillsdale Pedestrian Bridge in San Mateo, CA, which utilizes a weave truss to create a unique user experience similar to what could be applied to the Jamboree/Michelson Pedestrian Bridge.

Landscape is an important aspect of bridges designed by TYLI. We believe a bridge should be an extension of the landscape in which it is situated. This means integrating vegetation around bridge landings, stairs, and modes of egress as well as extending onto and across the bridge whenever possible. An important part

of bridge design is making the boundary of site and bridge entrance disappear so users do not notice where one begins and the other ends. An important part of this is the continuation of site features onto the bridge and vegetation is no exception.

Part of place making is the creation of space that encourages users to linger. A ubiquitous place making feature of bridges are overlooks or belvederes which are essentially regions of a bridge that widen beyond the typical path to accommodate leisure zones. Overlooks are typically used opportunistically dependent on context, structural type, and alignment.

The Jamboree/Michelson Pedestrian Bridge is situated contextually such that it presents unique opportunity for program integration. Specifically the northern corner of the intersection has a wide enough sidewalk from the face of curb to the development that the space beneath the bridge and staircases could easily integrate a café, bike shop, brewery, or other commercial opportunity. While not many bridge's exhibit program integration there are very successful examples world-wide, such as Pershing Square located under New York City's Grand Central's Park Avenue Viaduct.

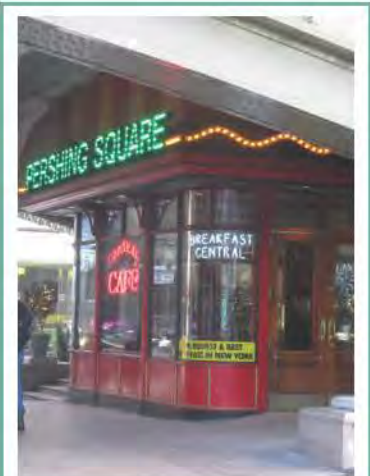


Figure 2.10 New York City's Pershing Square located beneath Grand Central's Park Avenue Viaduct.

Landscaping

Landscape enhancements will soften the visual impacts of the bridge structure and elevator tower. We expect approximately 10,000 square feet of new and refurbished landscape within the bounds of this project. Careful selection of tree varieties will add interest and enlighten users experience by adding shade and natural beauty on and around the stairway incline. Our engineers will work closely with the landscape architects to integrate trees and planting into the structures design and adjacent to the bridge, elevator, and stairways where possible.

With the proximity of the stairways to a busy thoroughfare like Jamboree Road, it will be critical to develop landscaping that creates a natural buffer from the street noise, allowing pedestrians to feel comfortable walking to the bridge.

One opportunity could be to add landscaping to the two “pork-chops” between the free right-turn lanes on the north side of the intersection, integrating these elements of the intersection into the bridge design.

Planning and design of planter wells will be coordinated with the initial design schematics. Healthy, stable trees and well-engineered planting beds will ensure successful green space in and around the project. Colorful, interesting, pedestrian friendly trees will be selected from City of Irvine’s preferred street tree lists. Low maintenance criteria will be a prominent design consideration and efficient, permanent irrigation systems will be designed.

With David Volz Design (DVD) as our team’s landscape architect firm, we are well versed in the City’s standards

and requirements for landscape and irrigation, and the landscape design will meet the City of Irvine codes, maintenance requirements, and standards.

STAGE CONSTRUCTION

The proposed POC will be constructed in one stage, while maintaining Jamboree Road vehicular and pedestrian traffic during construction. However, temporary overnight closures may be required for erection, placement, and splicing of prefabricated superstructure girders. The proposed construction sequence is applicable to all proposed bridge concepts and is as follows:

- » Construct stairways, elevators, and end supports.
- » Erect temporary intermediate support at Jamboree Road to support splicing of the prefabricated girders.
- » Haul prefabricated girder segments (with installed transverse floor beams and architectural skin) to the site, erect them in place (two segments).
- » Splice the two segments of the prefabricated girders.
- » Remove temporary intermediate support.
- » Install prefabricated walkway deck panels.
- » Place remaining signature architectural features, landscaping, etc.

Using an Accelerated Bridge Construction (ABC) technique, we can reduce the construction duration of the project. For this bridge, we would propose using a two-segment prefabricated steel or concrete girder with transverse floor beams and architectural skin installed prior to delivering the segments to the site. The Federal Highway Administration (FHWA) has promoted the advantages of ABC techniques using prefabricated girders over tradition construction methods, in particular:

- » Overall reduction in construction schedule because a significant portion of the superstructure is built off-site while the substructure is under construction.
- » Reduce impacts to the public, as a result of the shorter schedule, but also reduce the amount of materials carried to and from the site such as falsework, formwork, etc.
- » Increase safety using the “get in, get out, stay out” philosophy, which also reduces potential incidents.
- » Allows for greater quality control and durability of the finished product since the main load-carrying elements are fabricated in a factory-like setting with specialized forming and curing equipment.



Figure 2.11 Examples of potential landscape and lighting options to be around the entrance and along the Jamboree/Michelson Pedestrian Bridge

RIGHT-OF-WAY IMPACTS

Based upon the right-of-way shown on the RFP exhibit and review of as-built plans, partial right-of-way acquisitions and temporary easements will be required from Park Place and the future development, Central Park West (CPW). The TYLI Team will map the existing right-of-way to determine where Caltrans, City, and private ownership occur. Various footprints of the elevator core and stairways will be reviewed to achieve an aesthetic structure that could minimize the needed right-of-way.

ROADWAY GEOMETRICS

The roadway geometry of Jamboree Road and Michelson Drive should remain unchanged as part of the project. Nevertheless, the TYLI Team will address any unforeseen impacts to the geometry from the pedestrian bridge. Particular attention will be given ensuring the new bridge does not impede horizontal and vertical stopping sight distance along Jamboree Road or Michelson Drive.

Vertical Sight Distance

The TYLI Team is aware of the potential for obstructed traffic signal head visibility due to adjacent bridge structures. The visibility of the southbound Sand Canyon Avenue traffic signals at the southbound I-5 ramps were obstructed after the recent Sand Canyon Grade Separation and associated widening projects were completed, and the recently completed pedestrian bridge at Irvine Boulevard and Ridge Valley. The existing traffic signal heads were turned 90-degree to be horizontal which solved the problem. TYLI will keep this potential issue at the forefront of our design to ensure the traffic signal visibility is addressed during design.

Per Caltrans guidelines, local facility structures shall have a minimum vertical clearance of 15 feet. Minor structures, such as this pedestrian overcrossing, require an additional 2 feet of clearance over the traveled way. For vehicles traveling southbound on Jamboree Road, using a vertical clearance of 17 feet shown in the RFP, the new structure will potentially create an obstruction blocking the view of the traffic signal approaching the Jamboree Road/Michelson Drive Intersection.

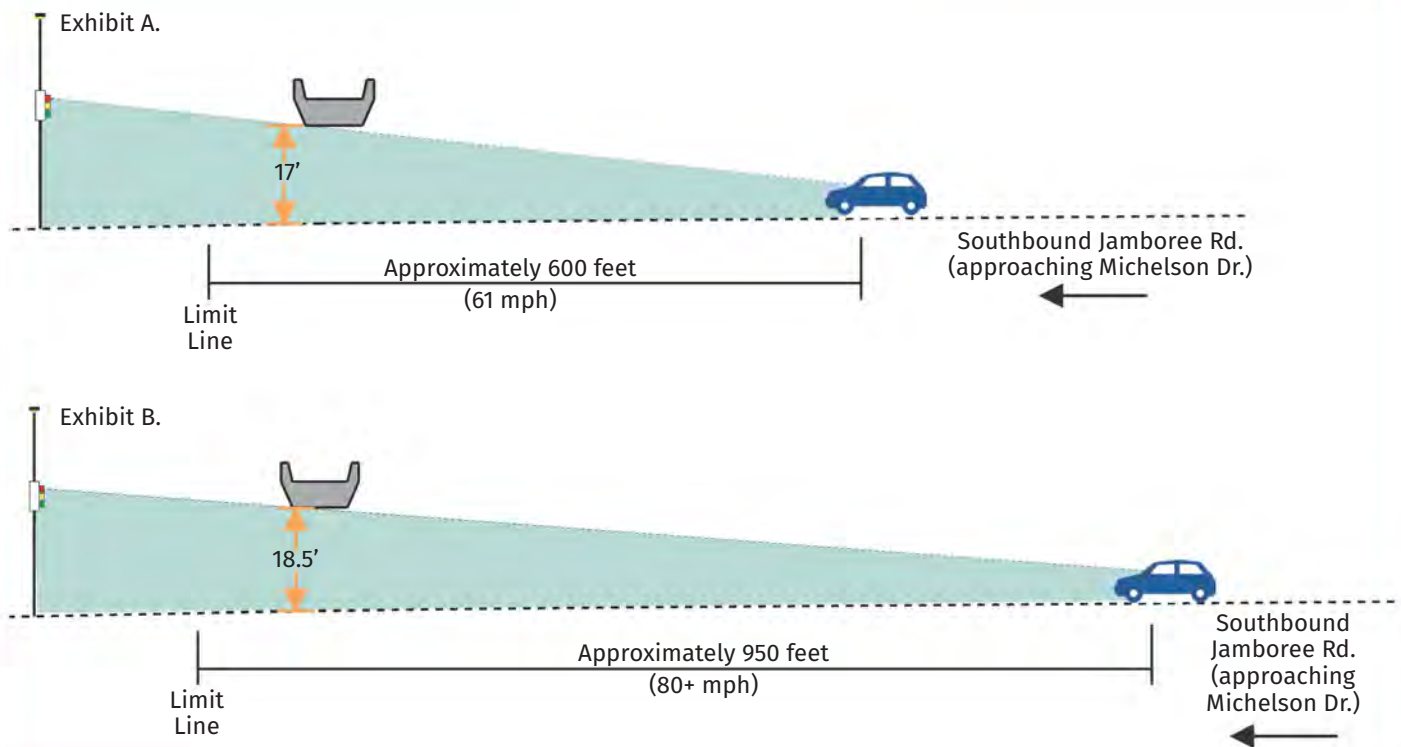
In our preliminary analysis of the existing Jamboree Road profile of, we determined the stopping sight distance with the bridge structure in place would be approximately 600 feet. This equates to a design speed of about 61 miles-per-hour (mph), which exceeds the posted speed limit of 50 mph, but could be improved upon to allow drivers to see the traffic signal from a further distance. Providing a higher bridge structure provides additional stopping sight distance to see the traffic signal head as a separate object from something attached to the bridge. The minimum stopping sight distance for a design speed of 60 mph is 580 feet. The 17-foot vertical clearance barely meets the standard based upon our preliminary information.

If the City desires, the vertical clearance of the bridge could be increased by 1-foot, 6 inches, resulting in a total clearance of 18 feet, 6 inches. The stopping sight distance would increase to 950 feet, an increase of nearly 60%. The improved design would equate to a speed of over 80 mph. While the 17-foot vertical clearance meets all standards, consideration could be given to increasing the clearance to ensure stopping sight distance will not be an issue. The results of our team's analysis is further illustrated in Figure 2.12 on the following page.

Horizontal Sight Distance

The proposed horizontal sight distance from the westbound Michelson Drive free right-turn onto northbound Jamboree Road could be impeded by bridge elements (columns, abutments, stairways, landscaping) adjacent to the curb. The reduction in horizontal sight distance could also be a safety issue for vehicles if they do not have enough distance to see stopped vehicles around the corner. We plan to mitigate this concern during design by off-setting the bridge elements back several feet from the curb.

Figure 2.12 Illustrates the differences between current design based on the RFP (shown in exhibit A) and TYLI's revised proposed design option (shown in exhibit B).



ENVIRONMENTAL APPROACH

It is our understanding there are no participating federal funding sources for this project and therefore, a NEPA environmental document is not required. As part of the planning and design approvals for this proposed pedestrian bridge, the City is required to undertake an environmental review process in accordance with CEQA.

As discussed in the RFP, the schedule for this project is critical. Due to this urgency, our team will begin the CEQA process as early as possible, concurrent with the design process. While we cannot complete the analysis prior to the preparation of conceptual plans, we can start collecting data and information regarding the existing environmental setting, review the IBC Vision Plan, and move forward with portions of analysis not requiring detailed plans. Our team will use every opportunity to shorten the schedule by simultaneously working on the environmental process while developing the project design.

In accordance with the RFP, the City anticipates an Initial Study and Mitigated Negative Declaration (IS/MND) to be the appropriate environmental document and review process which is required to meet CEQA

requirements for the project. Our approach is based on the preparation and processing of the IS/MND. However, we have identified an opportunity based, on our initial review, to use one or more Categorical Exemptions (CE) for CEQA. By utilizing a CE for CEQA, in lieu of an IS/MND, the schedule for environmental processing will be greatly reduced. Upon initial assessment of the project and review of preliminary project plans, we will discuss with the City the potential for a CE to be utilized. Some possible CEs that could be used are Class 3 or 32. This will need to be discussed further with the City early on and may require some technical evaluations including air quality, cultural resources, hazardous materials, hydrology and water quality, noise, and traffic. If a CE is determined to be appropriate, the above referenced analyses will be documented in brief technical memoranda to support the CE finding and a Notice of Exemption will be prepared for filing with the State Clearinghouse and/or the County Clerk, in accordance with the City of Irvine's CEQA Manual. If there are measures required for the proposed project these will be documented in an Environmental Commitments Record (ECR) comprised of a matrix

identifying each entry—the measure, timing of the measure, responsible party, and will include a section for verification of compliance. If it is determined that an IS/MND is required then the previously described analyses will be directly incorporated into the IS/MND and processed according to the City's CEQA manual.

SUSTAINABILITY

Sustainability is an important topic in today's world. As it relates to bridge design two areas of sustainability that are applicable to the Jamboree/Michelson Pedestrian Bridge—energy and materials.

The Jamboree/Michelson Pedestrian Bridge is oriented east to west with a long southern exposure which is optimal for solar panel integration. According to elevator manufacturer Kone, a typical elevator for a 3-story building consumes 3,800 kilowatt-hours per year. This is approximately as much as the common American home uses in four months. The proposed pedestrian bridge will be approximately 175 feet long including the bridge and stairs. One square foot of solar panel is capable of producing 30 kilowatt-hours per year. This means if solar panels stretch between a zone on the bridge that is 3 feet tall and 175 feet long it would be capable of producing 15,750 kilowatt-hours per year, more than enough to cover the energy production of the elevators and lighting for the bridge. This enhancement would make the bridge entirely self-sufficient, producing all the energy it would need to function and remain "off the grid."

The majority of the bridge will be constructed of concrete or steel, as these are the most reliable and common structural materials used in the industry, but the palette opens up with regard to non-structural and finish materials. A possibility exists for the deck and cladding materials to be wood or corten steel, one of which is renewable and both recyclable. Utilizing such materials, whenever possible, can reduce cost and lower greenhouse gas (GHG) emissions while adding character to the structure. There is a distinct possibility that if the project were to integrate features such as these, it could earn Greenroads Certification, the transportation equivalent of LEED® certification in the building industry, much like TYLI's Sellwood Bridge in Portland, OR, which was the first registered Greenroads project in the state.



Figure 2.13 TYLI's Greenroad Certified Sellwood Bridge in Portland, OR

STAKEHOLDERS

TYLI understands the City has coordinated with the adjacent property owners for Park Place and Central Park West.

Central Park West has expressed a desire for connectivity to their adjacent building directly to the upper landing of the proposed pedestrian bridge.

Park Place would prefer the structure and stairway adjacent their property avoid obstructing the view of the two rotundas entering their development.

The alignment and location of the pedestrian bridge shown in the RFP will require further refinement to obtain Park Place's concurrence since their right-of-way will be required to construct the bridge. TYLI will investigate options to design the stairs and structure to provide maximum view while directing pedestrians toward the bridge.

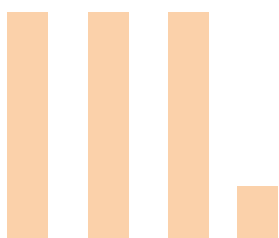
Caltrans Involvement

While the project is outside of Caltrans right-of-way, the presence of the southbound I-405 entrance ramp immediately north of the project will require coordination with Caltrans District 12. Any temporary road closures along northbound or southbound Jamboree Road during construction could result in nighttime ramp closures and would need a lane closure chart and detour route approved by Caltrans.

The limits of Caltrans access control could extend to the Jamboree Road/Michelson Drive Intersection; this will need to be confirmed during the Project Study phase. If Caltrans access control does extend to the intersection, Caltrans would likely have additional involvement during final design.

The standard vertical clearance for a pedestrian overcrossing for a Caltrans facility is 18 feet, 6 inches. Caltrans might argue since this overcrossing is immediately prior to the freeway ramp, with no alternative routes around it, the bridge should be designed to the higher vertical clearance. Ultimately, the City should not be forced by Caltrans to design to that higher standard, but since it would increase the stopping sight distance as previously mentioned, it could also appease Caltrans in the process.

Regardless, an Encroachment Permit will need to be obtained from Caltrans. The TYLI Team will utilize our existing relationships with the Caltrans District 12 Permits Department to facilitate the processing of the Encroachment Permit and avoid lengthy reviews and resubmittal periods.



Scope of Services

► TECHNICAL PROJECT APPROACH

In the preliminary design phase, the two current alternatives will be further refined for consideration. The remainder of the scope applies to the elected alternative. The following describes clarifications to the scope already provided in the RFP (not repeated herein to eliminate duplication).

In the previous Section II, we have showcased four preliminary alternatives to demonstrate our approach to creating alternatives and identifying solution to key challenges. In addition, we have prepared a key issues map (Figure 3.2) on the following page to assist in communicating our knowledge and understanding of the area and specifics to this pedestrian bridge project.

PUBLIC OUTREACH

TYLI typically presents concepts to the City Council members and public using a variety of media including boards, powerpoint presentations, photorealistic 3D renderings as well as the ability to develop 3D animations, interactive VR experiences, and 3D printed models to aid in the visualization and development of this project. These options can be further discussed based on the City's visions and needs.

DESIGN STANDARDS

The TYLI Team has identified that the RFP bridge design does not appear to provide for the potential future connection to the Central Park West building. We are prepared to provide a design that provides for the requested connection option that minimizes rework of the existing structure.

We understand the project will require the removal of both at-grade pedestrian crosswalks across Jamboree Road to obtain improvements in the traffic signal timing. TYLI will work with the City for how to best direct pedestrians to the new bridge crossing rather

than the existing at-grade crossings.

While there are currently no Class II bikes lanes along Jamboree Road or Michelson Drive, we expect this pedestrian bridge to provide accommodations for bicycle traffic. The new bridge could accommodate bicyclists by placing bike troughs on the stairs at each end.

Applicable Design Standards

TYLI is familiar with the necessary current design standards associated with this proposed pedestrian bridge including: AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges, Caltrans Amendments to AASHTO Bridge Design Specifications, City of Irvine Standard Plans, Design Manuals, Park Standards, and Security Code Requirements, Caltrans Seismic Design Criteria (SDC), Caltrans Standard Plans, and Bridge Memo to Designers.

UTILITIES

With careful attention to the existing utilities, unknown utility relocation costs and schedule delays to the project can be minimized. In preparation for this proposal, our team reviewed the available City as-built plans and noted significant utilities exist within the project vicinity including water, high-voltage electrical, gas, and telephone/communication facilities. The utilities appear to be located mostly within the street. The site development plans for Park Place and Central Park West are not available online to see if those plans show additional utilities within the project limits.

TYLI will determine if the City has additional site development plan that are unavailable online and will perform a utility search upon reception of notice-to-proceed.

The Southern California Edison (SCE) overhead transmission lines along the west side of Jamboree Road were undergrounded into the street to make way for the proposed pedestrian bridge. TYLI will ensure the pedestrian bridge structure can be constructed in close proximity to the SCE underground facilities while maintaining traffic. As part of TYLI's research, we will perform a utility investigation by sending out request letters to utility owners having facilities within the project limits. We will identify utilities that could constrain the bridge pier locations and determine what relocations (if any) or protection measures are required. Where necessary, potholing will be conducted to positively identify the locations of utilities and their depths.



Figure 3.1 A bike trough located along a staircase can allow for safe, continuous active transportation through the intersection

Figure 3.2 Key Issues & Enhancements Map



VALUE ENGINEERING

Once an alternative is selected, taking a step back to evaluate the associated project costs can lead to significant increases in project value (cost savings, schedule gains, or other qualitative value).

TYLI embraces Value Engineering from the start. We have bridge architects and engineers under the same roof, which is an effective tool for aesthetically pleasing designs and sensible engineering and construction. The primary focus of value engineering for an iconic structure is to find a compromise between structural and architectural design without sacrificing the global geometric signature. This can mean altering smooth or curved surfaces to smaller, planar, or straight members reducing the cost. Another method would be to utilize simple members for the structure and cladding pulled over a secondary framing system maintaining the aesthetics of complex or irregular features.

TYLI performs a formal Value Engineering workshop at the 30% phase, where every project is presented in a brown-bag lunch format to the whole office. This provides an opportunity for questions focused on improving the design. All disciplines, including construction experts, are represented making this unique process highly constructive.

► SCOPE OF SERVICES

After thoroughly reviewing the City's RFP, the TYLI Team takes no exceptions to the Scope of Services. Additionally, we have identified potential options or services for some of the tasks requested by the City.

TASK 1: PROJECT STUDY

No exceptions to the City's Scope of Services.

TYLI will prepare a preliminary engineering study report to document the geometry, constraints, and impacts related to the proposed alternatives.

TASK 2: ENVIRONMENTAL

No exceptions to the City's Scope of Services.

TYLI will work with the City to explore the option of a CE, to determine if it would be more appropriate than an IS/MND. This would result in time and cost savings.

TASK 3: BASE DATA REVIEW, CREATE MASTER CAD FILE

No exceptions to the City's Scope of Services.

TASK 4: SURVEYING/EXISTING CONDITIONS DOCUMENTATION

No exceptions to the City's Scope of Services.

TASK 5: POTHOLING

No exceptions to the City's Scope of Services.

TASK 6: VALUE ENGINEERING

No exceptions to the City's Scope of Services.

TASK 7: PERMITS

No exceptions to the City's Scope of Services.

Based on preliminary information from our right-of-way subconsultant, OPC, TYLI expects the project is located outside of the Caltrans right-of-way; however, we anticipate a Caltrans Encroachment Permit will be required for traffic control and detours.

TASK 8: PLANS

We prepared a list of anticipated plans in Table 3.1. Otherwise, we take no exceptions to the City's Scope of Services.

Table 3.1 List of Anticipated Plan Sheets

Plan Sheet Description	No. of Sheets
General Plan & Elevation	1
General Notes	2
Geometric Data	1
Deck Contours	1
Foundation Plan	1
Limits of Disturbance	1
Recommended Construction Sequence	4
Superstructure	2
Superstructure Details	6
Diaphragm Details	2
Bent Cap Details	2
Expansion Joint Details	2
Bearing Details	1
West Stair Landing Layout	1
West Stair Landing Details	2
West Stair Span Details	1
East Stair Landing Layout	1
East Stair Landing Details	2

Table 3.1 List of Anticipated Plan Sheets

Plan Sheet Description	No. of Sheets
East Stair Span Details	1
Pier Details	6
Bar Splice Assembly & Mechanical Splicer Details	1
Deck Drain Details	1
Railing Layout	1
Railing Details	6
Architectural Details	4
Planter Details	2
West Elevator Tower Layout	1
West Elevator Tower N Elevation	1
West Elevator Tower E Elevation	1
West Elevator Tower Roof Plan	1
West Elevator Tower Framing	5
West Elevator Tower Details	6
West Elevator Tower Glazing Details	5
West Elevator Tower Machine Vault Pit Layout	1
West Elevator Tower Machine Vault Pit Layout Details	4
East Elevator Tower Layout	1
East Elevator Tower N Elevation	1
East Elevator Tower E Elevation	1
East Elevator Tower Roof Plan	1
East Elevator Tower Framing	5
East Elevator Tower Details	6
East Elevator Tower Glazing Details	5
East Elevator Tower Machine Vault Pit Layout	1
East Elevator Tower Machine Vault Pit Layout Details	4
Elevator Sump Pump Details	2
Elevator Fire/Emergency Details	1
Elevator HVAC Details	2
Elevator Lighting Details	1
Elevator Emergency Power Supply	1
Elevator Accessibility Details	1
Boring Logs	4
Construction Details	4
Stage Construction	3

Table 3.1 List of Anticipated Plan Sheets

Plan Sheet Description	No. of Sheets
Stormwater BMP	3
Earthwork Grading	1
Signing & Striping	1
Utility Composite	1
TOTAL PLAN SHEETS	130

TASK 9: MATERIAL DATA REPORT

No exceptions to the City's Scope of Services.

TASK 10: SPECIAL PROVISIONS, QUANTITIES, CRITICAL PATH METHOD (CPM) SCHEDULE AND COST

No exceptions to the City's Scope of Services.

TASK 11: OTHER ENVIRONMENTAL AND WATER QUALITY COMPLIANCE

No exceptions to the City's Scope of Services.

TASK 12: RIGHT-OF-WAY ENGINEERING (ROW) AND LEGAL DESCRIPTIONS

No exceptions to the City's Scope of Services.

TASK 13: UTILITIES SUBSTRUCTURE IDENTIFICATION/RESEARCH AND COORDINATION

No exceptions to the City's Scope of Services.

TASK 14: CONSTRUCTION FILE

No exceptions to the City's Scope of Services.

TASK 15: PROJECT MANAGEMENT AND MEETINGS

No exceptions to the City's Scope of Services.

TASK 16: CONSTRUCTION ENGINEERING SUPPORT (POST AWARD)

No exceptions to the City's Scope of Services.

TASK 17: CALTRANS REQUIREMENT (IF REQUIRED BY CALTRANS)

No exceptions to the City's Scope of Services.

Based on our current understanding of the location of the Caltrans right-of-way, we do not believe Caltrans has jurisdiction over the proposed improvements and therefore no design coordination/reviews are expected from Caltrans. However, we will coordinate with Caltrans with respect to all traffic impacts expected during construction. This will be further evaluated upon obtaining actual Caltrans right-of-way maps.

► **QUALITY CONTROL PROGRAM**

TYLI’s commitment to provide quality service has established the firm’s reputation for constructible design documents and an absence of design-related change orders. As part of TYLI’s policy to provide quality deliverables and services, we developed a consistent process and approach for work products. The elements of TYLI’s Quality Assurance/Quality Control (QA/QC) program is explained on Table 2. As requested, samples from our Surface Transportation Quality Management Plan are included at the end of this section.

Table 3.2 Quality Control is a Top Priority

TYLI’S QA/QC PROGRAM INCLUDES THE FOLLOWING KEY COMPONENTS	
<p>PERSONNEL</p> <p>Staff must meet minimum qualification criteria for the work at hand. The Project Manager is responsible for staff selection, with technical input from the Principal-in-Charge and QA/QC Manager.</p>	<p>DOCUMENT REVIEW</p> <p>Conducted by personnel not directly involved in production.</p>
<p>WORK PLANNING</p> <p>The Project Manager and Task Leader must agree up front, with the client/agency input, on the best project Work Plan for the project. At a minimum, this will include the team roster, scope, schedule, budget, assumptions, standards, methodology, and list of deliverables. For more complex assignments, this will also include an organization chart, risk assessment, and detailed communication plan.</p>	<p>ANNOTATION STANDARDS</p> <p>TYLI’s engineers use industry-standard, color-coded annotation and stamping of check prints of plans or check copies of reports.</p>
<p>STANDARDS</p> <p>Designs and technical reports conform to prescribed standards as defined in client/agency guidance materials, such as design specifications/codes and practice manuals. Deviations must be documented. Whenever possible, standardized processes are followed including the use of production checklists.</p>	<p>SUBCONSULTANTS</p> <p>TYLI requires subconsultant submittals to be made one to two weeks ahead of client/agency deadlines, depending on the complexity of the work. This time is used for checking and revisions. Subconsultants’ procedures for QA/QC are reviewed and approved to meet the project requirements.</p>
<p>ESSENTIAL TASKS</p> <p>Before quality control can begin, certain essential tasks must be completed. Examples include thorough project research, field reconnaissance by design staff, type selection review and independent checks for structures, inter-discipline cross checking, and independent checking of structure quantity take-offs.</p>	<p>DOCUMENTATION</p> <p>QA/QC documentation, including annotated checkprints of plans and check copies of reports, completed production and inspection checklists, and QA certifications, are filed in the project QA/QC file and available for auditing.</p>

► SAMPLE SURFACE TRANSPORTATION QUALITY MANAGEMENT PLAN

Surface Transportation Line of Business	TYLIN INTERNATIONAL
STQSP – 2 Deliverable Checking and Review Procedures	Doc No.: TYLI-ST-QSP-002
Revision: 1	Date: March 20, 2015

spreadsheets that, themselves have been checked and then validated for Project use by TYLI personnel.

6 Procedures

TYLI shall initiate check and review procedures to be applied during the project. Levels of checking and review have been developed to provide guidance for the services the team will perform. Some documents require more than one type of check or review. Each check and review required by the Client or determined as necessary during the development of the Project Work Plan (PWP) shall be indicated and scheduled in the PWP as not all checks and reviews are required for each deliverable or project.

The levels of checks and reviews for the final deliverables are:

- Product Check (Verification that the deliverable is compliant)
- Concept Review
- Reasonableness Review
- Discipline Coordination Review
- Constructability Review
- Sub-Consultant Design and Plan Review
- Client Review
- Shop Drawing Review

The flow chart below shows the work flow of the various types of reviews to be performed and the type of reviews that are required for each task.

Surface Transportation Line of Business	TYLIN INTERNATIONAL
STQSP – 2 Deliverable Checking and Review Procedures	Doc No.: TYLI-ST-QSP-002
Revision: 1	Date: March 20, 2015

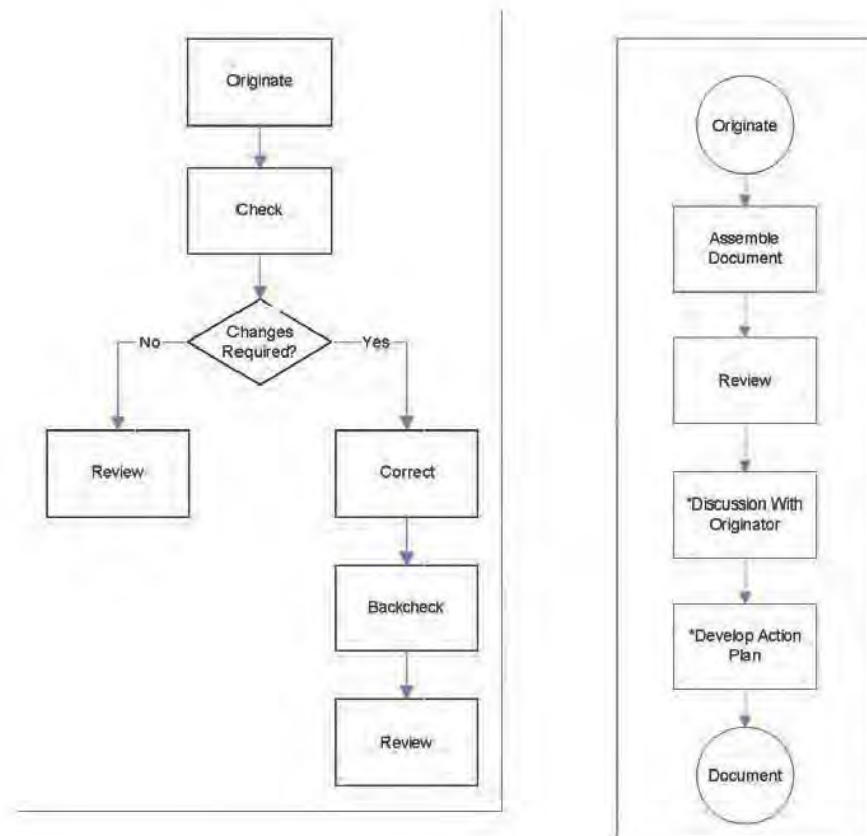


Figure 6: Review Flow charts

6.1 Product Check

A Product Check is an independent check of a final deliverable to verify the compliance of the deliverable with the contract requirements. The Product Check requires that qualified team members separate from the original team members perform the document checking process. The Product Check procedures are covered in detail in Section 7. This level of check shall be performed on all submittals prior to submitting to the client.

A Product Check is the checking of calculations, reports, plans and other product development documents to insure the original product is correct and conforms to project requirements and TYLI's Firm wide Quality Program. This effort involves backchecking product calculations, plans and support information for errors and compliance with product criteria. The use of a standard checking procedure ensures that the project team produces a quality product and makes the review process consistent between all team members.

The following checking system will be used for the Product Check process.

Surface Transportation Line of Business	TYLIN INTERNATIONAL
STQSP – 2 Deliverable Checking and Review Procedures	Doc No.: TYLI-ST-QSP-002
Revision: 1	Date: March 20, 2015

Step 1 - Checking	The checker will check all information and highlight all information that is correct in yellow . Any information that is incorrect and in need of revisions will be crossed out and replaced with the correct information. All revision mark ups will be in red .
Step 2 - Incorporation	The product originator will incorporate any revisions from Step 1 into the drawing/documents. After the revision is made, the originator will make a green-line through the red mark up. If the originator disagrees with the mark up, the originator and checker will discuss the issue. After coming to an agreement, the originator will then incorporate the agreed upon changes.
Step 3 - Verification	After revisions are complete, the original marked up drawing / document and a copy of the newly revised drawing / document will be returned to the checker or a backchecker. The checker / backchecker will check to see that the revisions were properly incorporated into the drawing / document. After being checked against the revised drawing/document, the checker / backchecker will place a blue-line through the original red marked comment. If the revision is still incorrect, the checker / backchecker will mark up the newly revised drawing/document in red and start the process over again until the issue is resolved. The checker / backchecker will initial each drawing / document indicating that their review is complete.

Surface Transportation Line of Business	TYLIN INTERNATIONAL
STQSP – 2 Deliverable Checking and Review Procedures	Doc No.: TYLI-ST-QSP-002
Revision: 1	Date: March 20, 2015

Each drawing / document that is reviewed will be stamped with the originator, reviewer and verifier initialing the stamp. Two samples of acceptable check stamps are as follows:

T.Y. LIN INTERNATIONAL CHECK PRINT/DOC. NO. _____		
TEAM MEMBER	INITIALS	DATE
Originator: _____		
Checker: _____		
Corrector: _____		
Backchecker: _____		

T.Y. LIN INTERNATIONAL CHECK PRINT/DOC No. _____		
Team Member	Initials	Date
Originator:		
Checker: (RED)		
Corrector: (BLUE/ORANGE)		
Backchecker: (YELLOW)		

6.2 Concept Review

A Concept Review is a review to verify the concept and approach is appropriate, reasonable and meets the project technical requirements. Unlike the Product Check, the Concept Review is established as a "second pair of eyes" without the use of yellow, red, blue and green color coding to validate the information. The Concept Review is generally performed once, at or before the approximate 50% submittals, and after the concept and approach are defined after development of preliminary approach. The Concept Review should be repeated following any major changes to the Project concept or approach.



IV.

Project Schedule



► PROJECT SCHEDULE

The TYLI Team reviewed the project schedule included in the RFP and understands the submittal requirements and review periods as outlined. Our team has identified possible solutions to maintain progress within the tight delivery schedule. This includes accelerating critical portions of the project as noted in Table 4.1.

Table 4.1 Identification of Critical Early Design Items

Items Needed Early in Design to Advance Design without Delays
» Surveying
» Utility Mapping/Potholing
» Geotechnical Engineering (foundation recommendations)
» Seismic Recommendations
» Contact Architectural and Structural Prefabricators

This section includes a detailed Critical Path Method (CPM) project schedule to illustrate the milestones to manage these “roadblocks” and minimize impacts to the project schedule and delivery. We are fully committed to meet the project schedule shown in the RFP and will find ways to expedite the schedule if possible.

Our proposed schedule highlights TYLI's up front approach to develop alternatives through a series of workshops, a process we have used with several agencies for signature pedestrian bridges. This is especially important as the proposed schedule hinges on a rapid selection of a preferred concept. At our initial meeting, we propose to review the concepts prepared for this proposal and evaluate which ones are “trending.” Then, we will refine these concepts and present two alternatives in a follow-up workshop/meeting setting, including key stakeholders, to gain feedback and further narrow down the alternatives. We will continue to fine-tune the alternatives and hold a subsequent meeting/workshop to present the final concepts, which are refined based on the previous workshop comments. We will proceed to the 30%, 60%, and 100% phases of final design and finalize environment documents.

We understand the urgency of this project and timely completion. Given our team's in-depth understanding of this project and City standards, there will be no learning curve. As Project Manager, Stéphane has the availability to make this project a top priority.

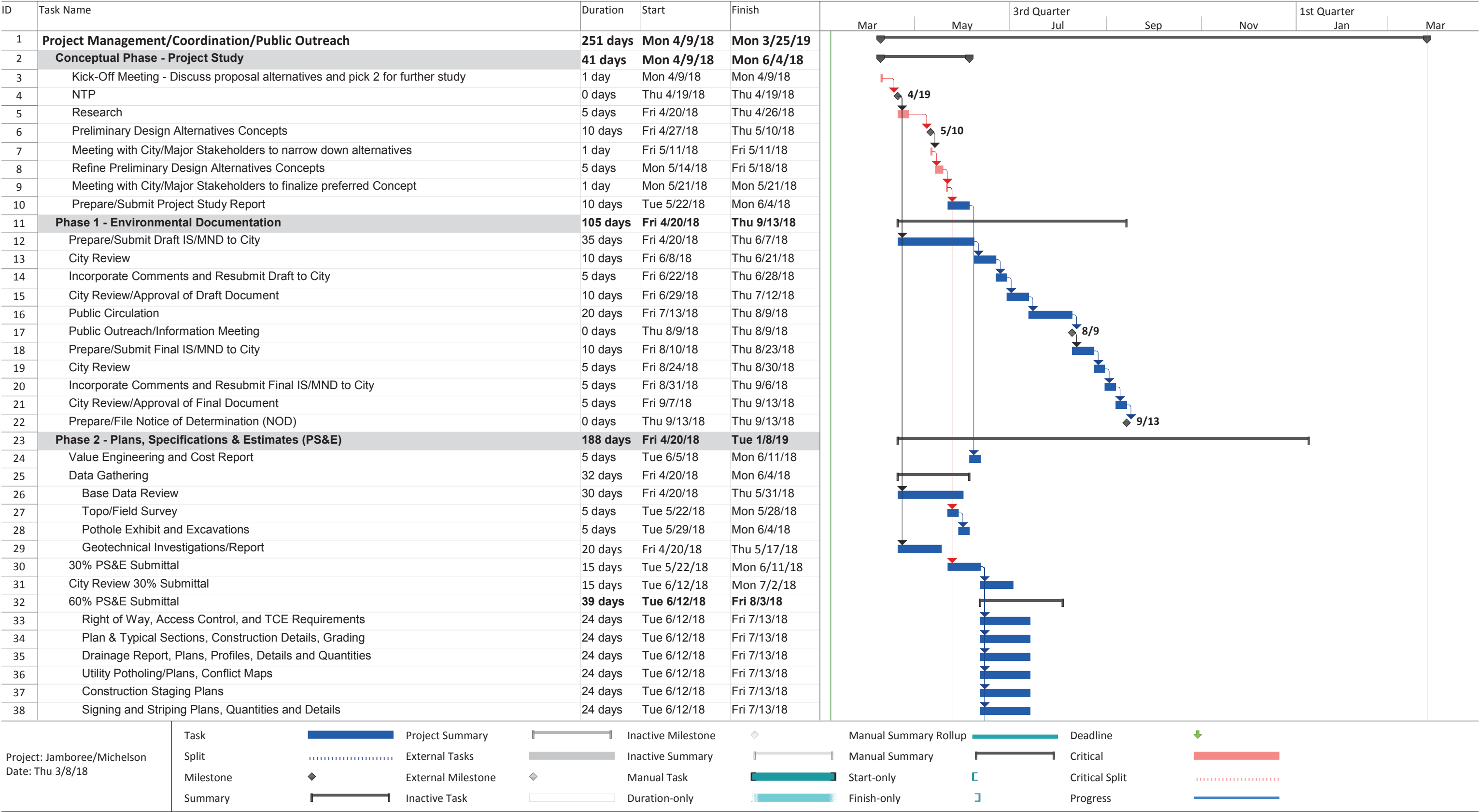
► SCHEDULING CONTROL

Scheduling is a critical component of successful project implementation so that the best talent is available to provide the level of effort and time commitment necessary. TYLI uses Microsoft Project as the main scheduling tool to monitor project progress. The CPM schedule provides the critical path activities as red bars. Subsequently, if these critical path activities are delayed, the overall project will be delayed. Our team will work with you to confirm that all issues and opportunities have been addressed, as well as closely monitor these activities to maintain project momentum.

We are committed to meeting the City's schedule, and we will work with you to confirm that all issues and opportunities have been addressed. In the event the schedule needs to change or an unexpected issue arises, we will work with the City to address and resolve the issue. Additionally, we will monitor the project progress of the earned value reports required by the City. The reports will show the planned versus actual progress, and the TYLI Team can provide the required resources to support a critical task, recover from delays, and meet the schedule demands, as needed. As requested, this section includes a sample Earned Value Analysis (EVA) graph produced by our financial system software on a previous project. We look forward to the opportunity to discuss the schedule, our scope of work, and associated fees with the City.

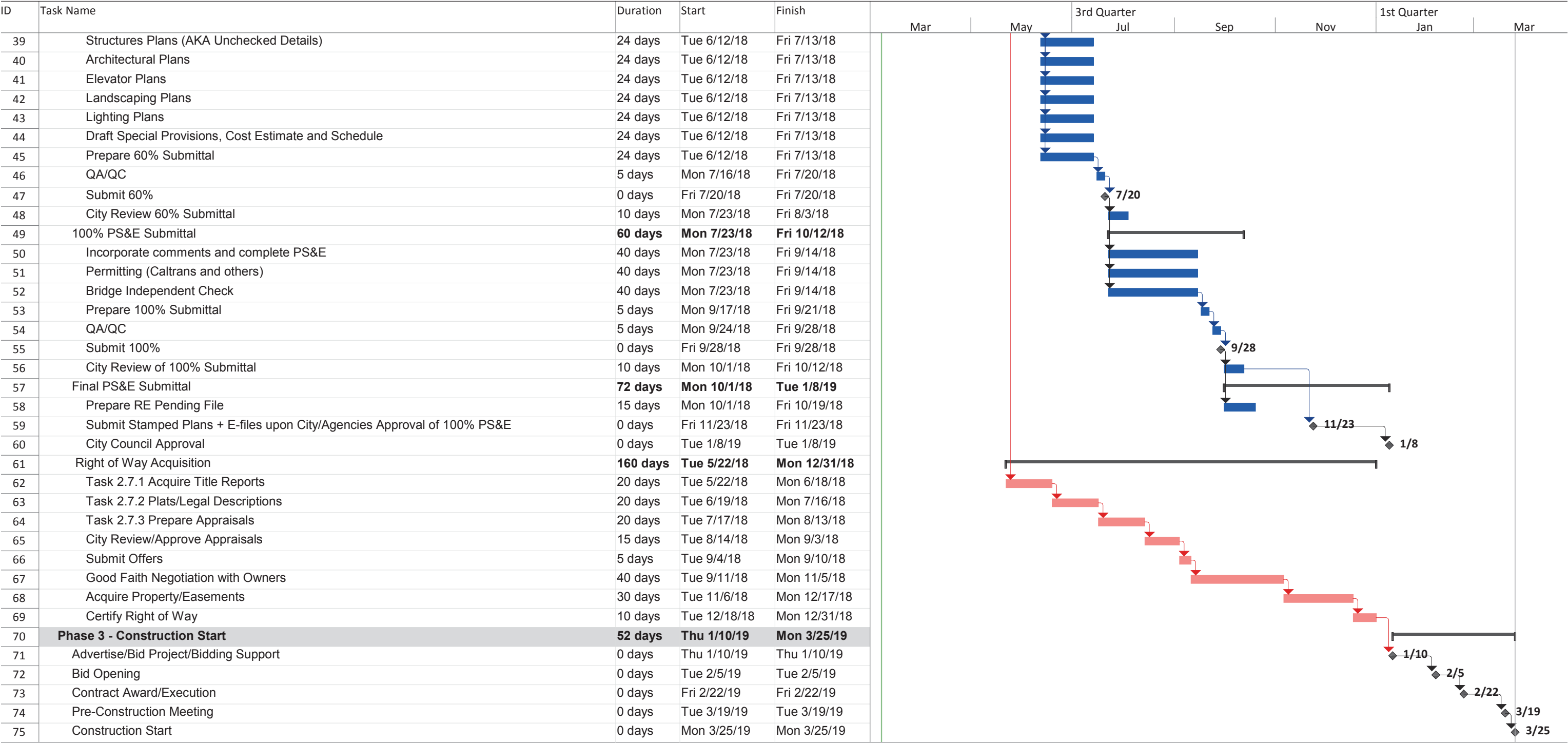
City of Irvine
Jamboree/Michelson Pedestrian Bridge
March 8, 2018

IV. PROJECT SCHEDULE



City of Irvine
Jamboree/Michelson Pedestrian Bridge
March 8, 2018

IV. PROJECT SCHEDULE



Project: Jamboree/Michelson
Date: Thu 3/8/18

Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

Deadline

Critical

Critical Split

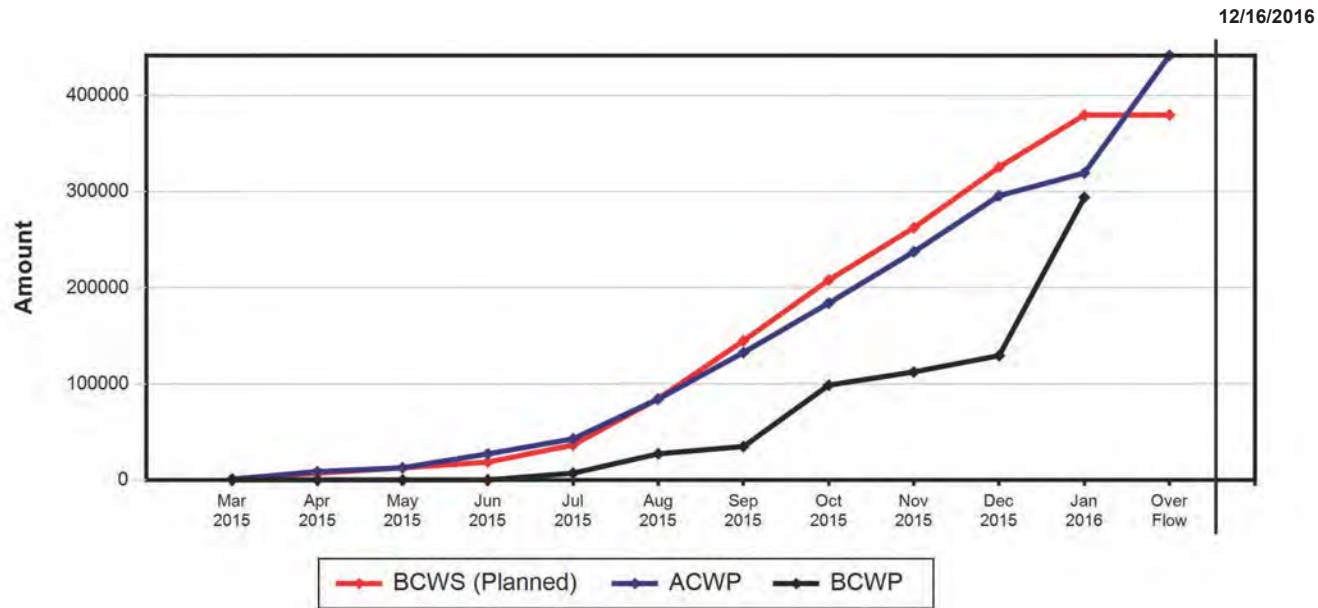
Progress

Earned Value Analysis (Sample)

Labor Plan EVT Charts

Friday, December 16, 2016 12:29:03 PM

EVA_SR836 D/B, Structures Bridge Design



	Period in Chart	BCWS (Planned)	ACWP	BCWP
Mar 2015	1	1,093	719	
Apr 2015	2	7,105	8,694	
May 2015	3	12,571	12,670	
Jun 2015	4	18,583	27,100	
Jul 2015	5	36,324	42,736	6,998
Aug 2015	6	84,546	84,186	27,195
Sep 2015	7	144,807	132,610	34,781
Oct 2015	8	207,930	183,921	98,608
Nov 2015	9	262,448	237,421	112,394
Dec 2015	10	325,530	295,768	129,330
Jan 2016	11	379,756	319,455	293,940
Overflow	12	379,756	441,795	



V.

Project Cost and Contractual Considerations



► PROJECT COST AND CONTRACTUAL CONSIDERATION

TYLI prepared the work breakdown structure (WBS) form based on the scope of work identified in the RFP. The WBS, included on the following page, summarizes our scope of services by task name, number of plan sheets or deliverable, and estimated hours. The corresponding cost summary form is provided in a separately uploaded document in accordance with Addendum 1 instructions.

The TYLI Team will strive to provide the earned value to the City, based on the WBS, ahead of the invoice. We believe that costs can be controlled through proper execution of the following:

- » Developing a comprehensive scope of work with identification of work elements within each project milestone
- » Executing the work efficiently as described in the scope of work
- » Identifying potential variances early in the process
- » Managing cost control using a performance measuring system that will:
 - ◇ Evaluate cost performance at various levels of the work breakdown structure
 - ◇ Identify, isolate, and correct problems that can cause cost and/or schedule variances

Project Manager, Stéphane Dulor, PE, will work with individual task managers to maintain budgets related to their respective tasks and oversee subconsultant costs. TYLI's cost accounting system provides real-time cost analyses that are used to track the actual costs against budgeted costs. TYLI will include an updated earned value chart with each monthly progress invoice showing progress versus planned expenditures. Our invoices will include the required details per the RFP.

TYLI is committed to the delivery of projects that are technically successful and fiscally responsible. With a budget control system using EVA, Stéphane will continuously monitor activities of the project team, tracking actual progress versus budgeted costs. When deviations occur, he will take immediate corrective action. To facilitate this effort, TYLI uses Deltek Vision to track expenditures including labor and direct costs on a weekly and long-term basis. In addition to the EVA chart, provided in the previous section, TYLI includes samples of budget control tools including Project Progress Report and Project Performance Report at the end of this section.

5.4 Cost Summary Form (Without Costs)

Firm: T.Y. Lin International
Date: 3/8/2018

CITY OF IRVINE - PROFESSIONAL ENGINEERING SERVICES FOR JAMBOREE/MICHELSON PEDESTRIAN BRIDGE, CIP 321601																										
TASK NO.	Work Task or Item*	NO. OF SHEETS	SENIOR PRINCIPAL ENGINEER Karen Chapman		PROJECT MANAGER/ PRINCIPAL ENGINEER Stéphane Dulor		SENIOR ENGINEER II (STRUCTURES) Dan Fitzwilliam		SENIOR ENGINEER II (ROADWAY) Steve Oлло		SENIOR ARCHITECT Noel Shamble		ENVIRONMENTAL SERVICES MANAGER		STRUCTURAL / ROADWAY ENGINEER II		ARCHITECT II		DESIGN TECHNICIAN I (CADD)		PROJECT ACCOUNTANT/ ADMINISTRATIVE		SUBCONSULTANTS (See Page 2)		TOTAL HOURS	TOTAL FEE
			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00					
			HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST		
1	Project Study	0	4		20		36		35		36		0		140		98		66		16		871		1322	
1.1	Research						8		4		8				16		8		10		8		52		114	
1.2	Preliminary Design		2		10		20		15		20				24		60		40		4		759		954	
1.3	Water Quality Management Plan								8						40				16				0		64	
1.4	Project Study		2		10		8		8		8				60		30				4		60		190	
2	Environmental Analysis	0	0		34		15		4		15		66		0		0		0		13		508		655	
2.1	Environmental Document (CEQA)				2								32								5		468		507	
2.2	Environmental Studies				2								24								8		40		74	
2.3	Community/Stakeholder Outreach				20		15		4		15												0		54	
2.4	Public Hearings				10								10										0		20	
3	Base Data Review	0					8		4						10		8		24				183		237	
4	Topo/Field Survey	0					8		4						10								152		174	
5	Pothole Exhibit and Excavations (20 locations)	0																					21		21	
6	Plans, Special Provisions & Estimate	130	6		88		142		58		68		0		1450		328		1696		29		915		4780	
6.1	Value Engineering and Cost Report		4		16		24		6		10				16		8				4		0		88	
6.2	Construction Plans	130	2		20		30		30		30				400		320		1680				692		3209	
6.3	Structural Calculations				2		40								900						5		0		947	
6.4	Special Provisions				8		40		10		20				50						5		144		277	
6.5	Cost Estimates and Backup				2		8		8		8				60						4		67		157	
6.6	Critical Path Method Schedule				40																4		12		56	
6.7	Caltrans Encroachment Permit								4						24				16		2		0		46	
7	Materials Data Reports	0			1				4														204		209	
8	Water Quality Compliance	0			1				16						40				32				0		89	
9	Right of Way Engineering	0	0		2		0		8		0		0		8		0		10		2		239		269	
9.1	Right of Way Map				1				4						4				10				81		100	
9.2	Legal Descriptions				1				4						4								158		167	
10	Utility Coordination	0			3		24		24						60				60		2		0		173	
11	Construction File	0			3		16		16						24				32		2		0		93	
12	Coordination Meetings	0			40		30		30		30										4		20		154	
13	Community Presentation & Exhibits	0			10		5		5		10												0		30	
14	Reimbursables: Reproduction	0																					0		0	
	Subtotal Design:	130	10		202		284		208		159		66		1742		434		1920		68		3113		8206	
	Percent of total		0.1%		2%		3%		3%		2%		1%		21%		5%		23%		1%		37.9%			
15	Construction Support		0		2		70		22		46		0		66		8		64		4		172		454	
15.1	Requests for Information						24		12		20				24						2		38		120	
15.2	Change Order Analysis						16		8		16				10						2		8		60	
15.3	Submittal Review						6		2		2				2								18		30	
15.4	As-Built Drawings				2		24				8				30		8		64				108		244	
	Subtotal Construction Support:		0		2		70		22		46		0		66		8		64		4		172		454	
	Percent of total		0%		0%		15%		5%		10%		0%		15%		2%		14%		1%		38%			
	Total Design and Construction Cost:		10		204		354		230		205		66		1808		442		1984		72		3285		8660	
	Addendum Costs																						-149		-149	
	Total Budget with Addendum:		10		204		354		230		205		66		1808		442		1984		76		3136		8511	
	Percent of total		0.1%		2%		4%		3%		2%		1%		21%		5%		23%		1%		36.8%			

*Note: The work effort estimated to prepare plans should include the work required for plan processing and response to plan check comments to the point of approved plans by the City, County or Applicable Agency.

5.4 Cost Summary Form (Without Costs)
Firm: T.Y. Lin International (Subconsultants Detail)
Date: 3/8/2018

CITY OF IRVINE - PROFESSIONAL ENGINEERING SERVICES FOR JAMBOREE/MICHELSON PEDESTRIAN BRIDGE, CIP 321601																					
TASK NO.	Work Task or Item*	SUBCONSULTANT: David Volz Design Landscape Architects		SUBCONSULTANT: Earth Mechanics, Inc.		SUBCONSULTANT: ICF		SUBCONSULTANT: VTX		SUBCONSULTANT: Illumination Arts		SUBCONSULTANT: Leighton Consulting, Inc.		SUBCONSULTANT: LIN Consulting, Inc.		SUBCONSULTANT: OPC		SUBCONSULTANT: SafeProbe		SUBCONSULTANT: Towill	
		HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST
1	Project Study	136		23		0		588		112		0		8		0		0		4	
1.1	Research							40						8						4	
1.2	Preliminary Design	136		23				500		100											
1.3	Water Quality Management Plan																				
1.4	Project Study							48		12											
2	Environmental Analysis	0		0		468				0		40		0		0		0		0	
2.1	Environmental Document (CEQA)					468															
2.2	Environmental Studies											40									
2.3	Community/Stakeholder Outreach																				
2.4	Public Hearings																				
3	Base Data Review																			183	
4	Topo/Field Survey																			152	
5	Pothole Exhibit and Excavations (20 locations)																			21	
6	Plans, Special Provisions & Estimate	170		0		0		510		139		0		96		0		0		0	
6.1	Value Engineering and Cost Report																				
6.2	Construction Plans	170						350		96				76							
6.3	Structural Calculations																				
6.4	Special Provisions							110		26				8							
6.5	Cost Estimates and Backup							50		17											
6.6	Critical Path Method Schedule													12							
6.7	Caltrans Encroachment Permit																				
7	Materials Data Reports			204																	
8	Water Quality Compliance																				
9	Right of Way Engineering	0		0		0		0		0		0		0		69		0		170	
9.1	Right of Way Map															25				56	
9.2	Legal Descriptions															44				114	
10	Utility Coordination																				
11	Construction File																				
12	Coordination Meetings													20							
13	Community Presentation & Exhibits																				
14	Reimbursables: Reproduction																				
	Subtotal Design:	306		227		468		1098		251		40		124		69		0		530	
	Percent of total	3.8%		3%		6%		14%		3.1%		0.5%		2%		0.9%		0%		7%	
15	Construction Support	0		6		0		134		0		0		32		0		0		0	
15.1	Requests for Information			6				24						8							
15.2	Change Order Analysis													8							
15.3	Submittal Review							10						8							
15.4	As-Built Drawings							100						8							
	Subtotal Construction Support:	0		6		0		134		0		0		32		0		0		0	
	Percent of total	0%		1%		0%		29%		0%		0%		7%		0%		0%		0%	
	Total Design and Construction Cost:	306		233		468		1232		251		40		156		69		0		530	
	Addendum Costs					-149															
	Total Budget with Addendum:	306		233		319		1232		251		40		156		69		0		530	
	Percent of total	3.7%		3%		4%		15%		3.0%		0.5%		2%		0.8%		0%		6%	

*Note: The work effort estimated to prepare plans should include the work required for plan processing and response to plan check comments to the point of approved plans by the City, County or Applicable Agency.

Project Progress Report (Sample)

Project Progress SoCal			Prior to period 2/23/2018				Tuesday, February 27, 2018 11:58:30 AM			
	Current Hours	Current Amount	JTD Hours	JTD Amount	Budget Hours	Budget Amount	% Exp	% Rpt	Balance Hours	Balance Amount
Project Number: 701242.AA Irvine PCS - Alton Pkwy Pavement Rehab										
Principal:	Clark Fernon		% Complete:				Direct Labor:			
Project Manager:	Steven Ollo		Labor % Complete:				Direct Expense:			
Client:	City of Irvine		Expense % Complete:				Direct Consultant:			
Organization:	10:37:70		Start Date:		2/23/2017		Reimbursable Expense:			
Status:	Active		Complete Date:		5/31/2018		Reimbursable Consultant:			
Type:	Regular						Total Fee:			
Description:										
Task Number: 0101000 Preliminary Photos										
Principal:	Clark Fernon		% Complete:				Direct Labor:			
Project Manager:	Steven Ollo		Labor % Complete:				Direct Expense:			
Client:	City of Irvine		Expense % Complete:				Direct Consultant:			
Organization:	10:37:70		Start Date:		2/23/2017		Reimbursable Expense:			
Status:	Inactive		Complete Date:		5/31/2018		Reimbursable Consultant:			
Type:	Regular		Unit Table:				Total Fee:			
Description Method:	G		Budgeted OH Rate:				Multiplier/Amount:		2.5000	
Labor										
OC Orange County										
010 Labor			1.00	\$72	5.00	\$228	31.36		4.00	\$157
01M Design			2.50	\$72						
Total for Orange County			3.50	\$144	5.00	\$228	63.00		1.50	\$84
Total for Labor			3.50	\$144	5.00	\$228	63.00		1.50	\$84
Total for 0101000			3.50	\$144	5.00	\$228	63.00		1.50	\$84
Financial Analysis										
									Fee:	570
									Cur Rect:	
	Fee Billed	Consult. Billed	Reimb Billed	Other Billed	Total Billed	Revenue	Spent	Variance	Variance Pct	AR:
Cur										Unbilled:
YTD										Real Ratio:
JTD	568				568	359	568	(208)	-58.04	Rev Meth:
Task Number: 0102000 Base Data/Prelim Review										
Principal:	Clark Fernon		% Complete:				Direct Labor:			
Project Manager:	Steven Ollo		Labor % Complete:				Direct Expense:			
Client:	City of Irvine		Expense % Complete:				Direct Consultant:			
Organization:	10:37:70		Start Date:		2/23/2017		Reimbursable Expense:			
Status:	Inactive		Complete Date:		5/31/2018		Reimbursable Consultant:			
Type:	Regular		Unit Table:				Total Fee:			
Description Method:	G		Budgeted OH Rate:				Multiplier/Amount:		2.5000	
Labor										
OC Orange County										
010 Labor			1.00	\$72						
01C Labor			4.25	\$68						
01M Design			8.50	\$245						
Total for Orange County			13.75	\$385						
SD San Diego										
010 Labor					16.00	\$792			16.00	\$792
Total for Labor			13.75	\$385	16.00	\$792	48.58		2.25	\$407
Total for 0102000			13.75	\$385	16.00	\$792	48.58		2.25	\$407

Project Performance Report (Sample)

PM Project Performance Report

Wednesday, March 7, 2018
8:43:38 AM

T.Y. Lin International

For the period 2/24/2018 - 3/30/2018

	Current Hours	JTD Hours	Budgeted Hours	JTD Labor Cost	Budgeted Labor	% Labor Spent	JTD Cost Sub & ODC	Bud Cost Sub & ODC	JTD Revenue	Contract Value	% Revenue Earned	Remaining Budget	JTD Billed	Outstanding A/R	JTD Eff Mult	Current Bud Mult	Contract Type	Rev Type	Status
Project Manager Name: Dulor, Stephane																			
Project Number: 490076.00 Shoemaker Bridge - Meetings Labor T&M																			
4800000 BBLOB - San Francisco																	T&M/Max	M	Inactive
4900000 BBLOB - Olympia			67		3,704					10,000		10,000				2.70	T&M/Max	G	Inactive
7000000 SAN DIEGO		4	34	365	1,852	19.68			991	5,000	19.83%	4,009	572		2.72	2.70	T&M/Max	M	Inactive
Total for 490076.00		4	101	365	5,556	6.56			991	15,000	6.61%	14,009	572		2.72	2.70	T&M/Max	G	Inactive
Project Number: 490076.01 Shoemaker Bridge - Structures																			
2411000 Draft Bridge Assessment Report		570	549	30,209	30,209	100.00	1,094		82,657	81,564	101.34%	-1,093	93,750		2.70	2.70	Lump Sum	M	Inactive
2412000 Final Bridge Assessment Report		63	103	5,670	5,670	100.00			15,309	15,309	100.00%		50,791		2.70	2.70	Lump Sum	M	Inactive
Total for 490076.01		633	652	35,879	35,879	100.00	1,094		97,966	96,873	101.13%	-1,093	144,541		2.70	2.70	Lump Sum	G	Inactive
Project Number: 490076.02 Shoemaker Bridge - Architectural Concept																			
000ARCH Architectural Concepts		822	1,423	43,062	43,062	100.00			116,267	116,267	100.00%		78,833		2.70	2.70	Lump Sum	G	Inactive
Total for 490076.02		822	1,423	43,062	43,062	100.00			116,267	116,267	100.00%		78,833		2.70	2.70	Lump Sum	G	Inactive
Project Number: 490076.03 Shoemaker Bridge - Task Order 3 (APS)																			
2421000 First Draft APS	34	186	1,231	13,765	67,712	20.33	209		31,633	182,822	17.30%	151,189			2.28	2.70	Lump Sum	G	Active
2423000 Second Draft APS			352		19,346		7			52,235		52,235				2.70	Lump Sum	G	Active
2424000 Finalized APS and Approval			176		9,673					26,117		26,117				2.70	Lump Sum	G	Active
Total for 490076.03	34	186	1,759	13,765	96,731	14.23	216		31,633	261,174	12.11%	229,541			2.28	2.70	Lump Sum	G	Active
Project Number: 701255.10 LAWA DA-5050, TO10-CTA Security Bollards																			
7000000 SoCal - Labor		798	814	41,586	47,717	87.15			125,365	124,065	101.05%	-1,300	125,365		3.01	2.60	LS +Expense s	B	Inactive
7000001 SoCal - ODCs							3,517	1,250	1,250	1,250	100.00%		1,250				LS +Expense s	B	Inactive
7001000 SoCal - NRE (non-billable)		6	12	251	500	50.23	101			1,300		1,300			-40	2.60	LS +Expense s	B	Inactive
SUB00KI Kleinfelder (TO-10.02 & 10.03)							15,237	15,244	15,244	15,244	100.00%		15,244				LS +Expense s	B	Inactive



VI.

Addendum to RFP



In accordance with the RFP, this section summarizes scope additions for the City's consideration and our assumptions of the data and services to be furnished by the City.

The fee for these addenda tasks have been included in Exhibit D in the separately uploaded document.

ALTERATIONS

A CE Environmental Document

Upon review, our team believes it may be feasible to prepare a CE environmental document rather than an IS/MND as specified by the RFP. The City would obtain savings in time and money if a CE is allowed to be prepared by the City.

A deduction is shown in the base fee addendum line item which when applied provides the cost to prepare a CE document rather than an IS/MND. It is the difference of the base fee IS/MND document cost and the addendum fee sheet CE cost.

*Note: The work effort estimated to prepare plans should include the work required for plan processing and response to plan check comments to the point of approved plans by the City, County or Applicable Agency.



VII.

Project Personnel and Experience



► **PROJECT PERSONNEL AND EXPERIENCE**

In accordance with the RFP, this section includes the following:

- » 7.6 Key Personnel
- » 7.7 Subconsultants Information
- » Team Organization
- » Project Leadership
- » Subconsultant Qualifications
- » Team Commitment and Availability
- » Resumes of Team Members
- » Previous Work Experience and References
- » Insurance Requirements

7.6 KEY PERSONNEL

Page 1 of 1
Date 03/08/2018

This form must be used to list all key personnel to be assigned to this project. Please include telephone numbers for principal positions.

A. Principal of firm assigned to project:				
Name:	Stéphane Dulor, PE			
Position with firm:	Project Manager/Bridge Services Manager			
Office Phone:	(949) 398-4962	Cell Phone:	(949) 285-2771	
B. Project Engineer(s)/Surveyors/Geologist(s)/Landscape Architect(s) assigned to project.				
Name:	Dan Fitzwilliam, PE			
Position with firm:	Senior Bridge Engineer			
Task(s) assigned:	Structures Lead			
Name:	Steve Ollo, PE, PLS			
Position with firm:	Project Manager/Senior Engineer			
Task(s) assigned:	Roadway Lead			
Name:				
Position with firm:				
Task(s) assigned:				
C. Design Engineer(s)/Geologist(s)/Landscape Architect(s) assigned to project:				
Name:	Noel Shamble, AIA			
Position with firm:	Architecture & Visualization Director/Lead Architect			
Task(s) assigned:	Architecture Lead			
Name:				
Position with firm:				
Task(s) assigned:				
Name:				
Position with firm:				
Task(s) assigned:				
D. Other key personnel assigned to project:				
Name:	Brian Calvert (ICF)			
Position with firm:	Project Director/Lead			
Task(s) assigned:	Environmental Lead			
Name:				
Position with firm:				
Task(s) assigned:				
If no Key Personnel are specified or required, state "None" on this sheet.				

7.7 SUBCONSULTANTS

Page 1 of 10
Date 03/08/2018

Outside Consultants to be used in providing services required for project (attach copy of their proposal for services). Please fill out this form for each subconsultant used.

Name of firm: Earth Mechanics, Inc.			
Key personnel assigned to project: Lino Cheang, PE, GE, Geotechnical Principal			
Office Phone:		(714) 751-3826	Cell Phone: ()
Task(s) assigned: Geotechnical Services			
Other staff assigned to project:			
Name:	Position:	Task(s):	
Eric Brown, PE, GE	Geotechnical PM		
If no Subconsultants are used, state "None" on this sheet.			

A. Worker's Compensation Insurance			
Insurance Carrier: National Fire Insurance Co.			
Policy Number: 6021235261	Expiration Date:	9/01/2018	
B. Comprehensive General Liability			
Insurance Carrier: Valley Forge Insurance Company			
Policy Number: 6021235244	Expiration Date:	9/01/2018	
*Limits of Liability: \$6,000,000	Deductible:	\$500/occurrence	
C. Auto Liability Insurance			
Insurance Carrier: Valley Forge Insurance Company			
Policy Number: 6021235244	Expiration Date:	9/01/2018	
*Limits of Liability: \$1,000,000	Deductible:	\$250/occurrence	
D. Professional Errors and Omissions Liability Insurance (if required)			
Insurance Carrier: Terra Insurance Company			
Policy Number: 218133	Expiration Date:	12/31/2018	
*Limits of Liability: \$3,000,000	Deductible:	\$25,000/occurrence	
E. Aircraft Liability Insurance (if required)			
Insurance Carrier: Not Applicable			
Policy Number:	Expiration Date:		
*Limits of Liability:	Deductible:		
*per occurrence and annual aggregate			

7.7 SUBCONSULTANTS

Page 2 of 10
Date 03/08/2018

Outside Consultants to be used in providing services required for project (attach copy of their proposal for services). Please fill out this form for each subconsultant used.

Name of firm: David Volz Design Landscape Architects, Inc.			
Key personnel assigned to project: David Volz, RLA, QSD/QSP, LEED AP			
Office Phone:		(714) 641-1300	Cell Phone: ()
Task(s) assigned: Landscape Architecture/Design			
Other staff assigned to project:			
Name:	Position:	Task(s):	
Gary Vasquez, RLA	Project Designer	Landscape Design	
Paul Cassar	Project Designer	Landscape Design	
If no Subconsultants are used, state "None" on this sheet.			

A. Worker's Compensation Insurance			
Insurance Carrier:	RLI Insurance Company	Expiration Date:	03/14/2019
Policy Number:	PSW0001346		
B. Comprehensive General Liability			
Insurance Carrier:	RLI Insurance Company	Expiration Date:	03/14/2019
Policy Number:	PSB0001408	Expiration Date:	03/14/2019
*Limits of Liability:	\$2,000,000 per occurrence;	Deductible:	
	\$4,000,000 general aggregate		
C. Auto Liability Insurance			
Insurance Carrier:	RLI Insurance Company	Expiration Date:	03/14/2019
Policy Number:	PSB0001408	Expiration Date:	03/14/2019
*Limits of Liability:	\$2,000,000	Deductible:	
D. Professional Errors and Omissions Liability Insurance (if required)			
Insurance Carrier:	Liberty International	Expiration Date:	03/14/2019
Policy Number:	AEA100668-004	Expiration Date:	03/14/2019
*Limits of Liability:	\$2,000,000 per claim	Deductible:	
E. Aircraft Liability Insurance (if required)			
Insurance Carrier:	Not Applicable	Expiration Date:	
Policy Number:		Expiration Date:	
*Limits of Liability:		Deductible:	
*per occurrence and annual aggregate			

7.7 SUBCONSULTANTS

Page 3 of 10
Date 03/08/2018

Outside Consultants to be used in providing services required for project (attach copy of their proposal for services). Please fill out this form for each subconsultant used.

Name of firm: ICF Jones & Stokes, Inc.			
Key personnel assigned to project: Brian Calvert			
Office Phone:	(949) 333-6600	Cell Phone:	(949) 333-6618
Task(s) assigned: Environmental Planning, Documentation & Services			
Other staff assigned to project:			
Name:	Position:	Task(s):	
Tanya Jones	CEQA/NEPA Environmental Planner	Environmental Planning, Documentation, Compliance Services, and Specialty Studies	
Keith Cooper	Air Quality Specialist	Environmental Documentation, Compliance Services, and Specialty Studies	
If no Subconsultants are used, state "None" on this sheet.			

A. Worker's Compensation Insurance			
Insurance Carrier:	Chubb		
Policy Number:	7175-43-37	Expiration Date:	06/30/2018
B. Comprehensive General Liability			
Insurance Carrier:	Chubb		
Policy Number:	3581-24-09	Expiration Date:	06/30/2018
*Limits of Liability:	\$1,000,000 per occurrence \$2,000,000 aggregate	Deductible:	\$0
C. Auto Liability Insurance			
Insurance Carrier:	Chubb		
Policy Number:	7352-29-55	Expiration Date:	06/30/2018
*Limits of Liability:	\$1,000,000 per occurrence	Deductible:	\$1,000
D. Professional Errors and Omissions Liability Insurance (if required)			
Insurance Carrier:	Axis		
Policy Number:	EBZ768043/01/2017	Expiration Date:	06/30/2018
*Limits of Liability:	\$20,000,000 per claim \$20,000,000 aggregate	Deductible:	\$250,000
E. Aircraft Liability Insurance (if required)			
Insurance Carrier:	Not Applicable		
Policy Number:		Expiration Date:	
*Limits of Liability:		Deductible:	
*per occurrence and annual aggregate			

7.7 SUBCONSULTANTS

Page 4 of 10
Date 03/08/2018

Outside Consultants to be used in providing services required for project (attach copy of their proposal for services). Please fill out this form for each subconsultant used.

Name of firm: Illumination Arts, LLC			
Key personnel assigned to project: Faith Baum, IA, LD, IES, LEED			
Office Phone:		(973) 771-1556	Cell Phone: (973) 449-3724
Task(s) assigned: Aesthetic/Accent Lighting Design			
Other staff assigned to project:			
Name:	Position:	Task(s):	
Elizabeth Johnson	Senior Lighting Designer	Aesthetic/Accent Lighting Design	
If no Subconsultants are used, state "None" on this sheet.			

A. Worker's Compensation Insurance			
Insurance Carrier: National Fire Insurance of Hartford			
Policy Number: 2093921048	Expiration Date: 09/11/2018		
B. Comprehensive General Liability			
Insurance Carrier: Valley Forge Insurance Company			
Policy Number: 2076737437	Expiration Date: 02/5/2019		
*Limits of Liability: \$2,000,000/\$4,000,000	Deductible: 		
C. Auto Liability Insurance			
Insurance Carrier: Valley Forge Insurance Company			
Policy Number: 2076737437	Expiration Date: 02/5/2019		
*Limits of Liability: \$1,000,000	Deductible: 		
D. Professional Errors and Omissions Liability Insurance (if required)			
Insurance Carrier: Continental Casualty Company			
Policy Number: MCH288315445	Expiration Date: 11/13/2018		
*Limits of Liability: \$2,000,000/\$2,000,000	Deductible: 		
E. Aircraft Liability Insurance (if required)			
Insurance Carrier: Not Applicable			
Policy Number: 	Expiration Date: 		
*Limits of Liability: 	Deductible: 		
*per occurrence and annual aggregate			

7.7 SUBCONSULTANTS

Page 5 of 10
Date 03/08/2018

Outside Consultants to be used in providing services required for project (attach copy of their proposal for services). Please fill out this form for each subconsultant used.

Name of firm: Leighton Consulting, Inc.			
Key personnel assigned to project: Meredith Church, PG			
Office Phone:		(949) 681-4208	Cell Phone: (949) 293-2519
Task(s) assigned: Hazardous Materials			
Other staff assigned to project:			
Name:	Position:	Task(s):	
Not Applicable			
If no Subconsultants are used, state "None" on this sheet.			

A. Worker's Compensation Insurance			
Insurance Carrier: Tutton Insurance Services, Inc.			
Policy Number: T10170590	Expiration Date:	09/1/2018	
B. Comprehensive General Liability			
Insurance Carrier: BB&T Insurance Services			
Policy Number: 065463440	Expiration Date:	02/14/2019	
*Limits of Liability: \$1,000,000 per occurrence;	Deductible:		
\$2,000,000 aggregate			
C. Auto Liability Insurance			
Insurance Carrier: BB&T Insurance Services			
Policy Number: BA035L81418CAG	Expiration Date:	02/14/2019	
*Limits of Liability: \$1,000,000	Deductible:		
D. Professional Errors and Omissions Liability Insurance (if required)			
Insurance Carrier: Not Applicable			
Policy Number:	Expiration Date:		
*Limits of Liability:	Deductible:		
E. Aircraft Liability Insurance (if required)			
Insurance Carrier: Not Applicable			
Policy Number:	Expiration Date:		
*Limits of Liability:	Deductible:		
*per occurrence and annual aggregate			

7.7 SUBCONSULTANTS

Page 6 of 10
Date 03/08/2018

Outside Consultants to be used in providing services required for project (attach copy of their proposal for services). Please fill out this form for each subconsultant used.

Name of firm: LIN Consulting, Inc.			
Key personnel assigned to project: Gary Hansen, PE, TE			
Office Phone:	(714) 285-8411	Cell Phone:	()
Task(s) assigned: Electrical Engineering Services			
Other staff assigned to project:			
Name:	Position:	Task(s):	
Not Applicable			
If no Subconsultants are used, state "None" on this sheet.			

A. Worker's Compensation Insurance			
Insurance Carrier: Cornerstone Specialty Insurance Services, Inc.			
Policy Number: PSW0002225	Expiration Date:	10/16/2018	
B. Comprehensive General Liability			
Insurance Carrier: Cornerstone Specialty Insurance Services, Inc.			
Policy Number: PSB0002509	Expiration Date:	10/16/2018	
*Limits of Liability:	Deductible:	\$500	
C. Auto Liability Insurance			
Insurance Carrier: Cornerstone Specialty Insurance Services, Inc.			
Policy Number: PSB0002509	Expiration Date:	10/16/2018	
*Limits of Liability: Hired/non-owned autos only	Deductible:	\$500	
D. Professional Errors and Omissions Liability Insurance (if required)			
Insurance Carrier: Cornerstone Specialty Insurance Services, Inc.			
Policy Number: ARA1255780-01	Expiration Date:	04/9/2018	
*Limits of Liability:	Deductible:	\$500	
E. Aircraft Liability Insurance (if required)			
Insurance Carrier: Not Applicable			
Policy Number:	Expiration Date:		
*Limits of Liability:	Deductible:		
*per occurrence and annual aggregate			

7.7 SUBCONSULTANTS

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Date 03/08/2018

Outside Consultants to be used in providing services required for project (attach copy of their proposal for services). Please fill out this form for each subconsultant used.

Name of firm: Overland, Pacific & Cutler			
Key personnel assigned to project: Manisha Hunter			
Office Phone:	(951) 801-6813	Cell Phone:	()
Task(s) assigned: Right-of-Way Engineering & Services			
Other staff assigned to project:			
Name:	Position:	Task(s):	
Linwood "Skip" Carleton	Surveyor	Right-of-Way Mapping	
If no Subconsultants are used, state "None" on this sheet.			

A. Worker's Compensation Insurance			
Insurance Carrier: Hartford Fire Insurance			
Policy Number: 10WEAS9914	Expiration Date:	08/10/2018	
B. Comprehensive General Liability			
Insurance Carrier: Hartford Accident and Indemnity Company			
Policy Number: 10UUNHF0064	Expiration Date:	08/10/2018	
*Limits of Liability: \$1,000,000/\$2,000,000	Deductible:	\$10,000	
C. Auto Liability Insurance			
Insurance Carrier: Hartford Accident and Indemnity Company			
Policy Number: 10UUNHF0064	Expiration Date:	08/10/2018	
*Limits of Liability: \$2,000,000/\$2,000,000	Deductible:	\$1,000	
D. Professional Errors and Omissions Liability Insurance (if required)			
Insurance Carrier: QBE Insurance Corporation			
Policy Number: QPL0714889	Expiration Date:	07/10/2018	
*Limits of Liability: \$2,000,000/\$2,000,000	Deductible:	\$50,000	
E. Aircraft Liability Insurance (if required)			
Insurance Carrier: Not Applicable			
Policy Number:	Expiration Date:		
*Limits of Liability:	Deductible:		
*per occurrence and annual aggregate			

7.7 SUBCONSULTANTS

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Date 03/08/2018

Outside Consultants to be used in providing services required for project (attach copy of their proposal for services). Please fill out this form for each subconsultant used.

Name of firm: SafeProbe, Inc.			
Key personnel assigned to project: Mauro Poyaoan			
Office Phone:	(213) 251-5960	Cell Phone:	(213) 272-4618
Task(s) assigned: Utility and Potholing Services			
Other staff assigned to project:			
Name:	Position:	Task(s):	
Leo Baysic	Leadman	Potholing	
Jayson Miranda	Technician	Potholing	
Richard Frias	Technician	Potholing	
Diomedes Gamiao	Technician	Potholing	
If no Subconsultants are used, state "None" on this sheet.			

A. Worker's Compensation Insurance			
Insurance Carrier: State Compensation Insurance Fund			
Policy Number: 915569817	Expiration Date:	03/23/2018	
B. Comprehensive General Liability			
Insurance Carrier: Landmark American Insurance			
Policy Number: LHA139354	Expiration Date:	03/24/2018	
*Limits of Liability: \$2,000,000	Deductible:	\$5,000	
C. Auto Liability Insurance			
Insurance Carrier: Mercury Insurance			
Policy Number: BA040000023540	Expiration Date:	09/13/2018	
*Limits of Liability: \$1,000,000	Deductible:		
D. Professional Errors and Omissions Liability Insurance (if required)			
Insurance Carrier: U.S. Specialty Insurance			
Policy Number: DPS9917294	Expiration Date:	08/23/2018	
*Limits of Liability: \$1,000,000	Deductible:		
E. Aircraft Liability Insurance (if required)			
Insurance Carrier: Not Applicable			
Policy Number:	Expiration Date:		
*Limits of Liability:	Deductible:		
*per occurrence and annual aggregate			

7.7 SUBCONSULTANTS

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Date 03/08/2018

Outside Consultants to be used in providing services required for project (attach copy of their proposal for services). Please fill out this form for each subconsultant used.

Name of firm: Towill, Inc.			
Key personnel assigned to project: Marty Smith, PLS			
Office Phone:		(949) 261-1900	Cell Phone: (714) 851-9895
Task(s) assigned: Land Surveying			
Other staff assigned to project:			
Name:	Position:	Task(s):	
James Rios, PLS	Project Surveyor	Project Surveying	
Nick Lewis, PLS	Certified Party Chief	Field Surveying/Crew Supervision	
Chris Johnson, LSIT	Office Surveyor/Scheduler	Office Surveying/Scheduling	
If no Subconsultants are used, state "None" on this sheet.			

A. Worker's Compensation Insurance			
Insurance Carrier: Travelers Property Casualty			
Policy Number: UB8466L339		Expiration Date:	06/1/2018
B. Comprehensive General Liability			
Insurance Carrier: RLI Insurance Company			
Policy Number: PSB0005460		Expiration Date:	06/1/2018
*Limits of Liability: \$2,000,000/\$4,000,000		Deductible:	\$0
C. Auto Liability Insurance			
Insurance Carrier: Nationwide Insurance			
Policy Number: ACPBA3017196056		Expiration Date:	06/1/2018
*Limits of Liability: \$1,000,000		Deductible:	\$500
D. Professional Errors and Omissions Liability Insurance (if required)			
Insurance Carrier: ACE American Insurance			
Policy Number: G25565836003		Expiration Date:	06/1/2018
*Limits of Liability: \$5,000,000/\$5,000,000		Deductible:	\$75,000
E. Aircraft Liability Insurance (if required)			
Insurance Carrier: Starr			
Policy Number: 1000222763-02		Expiration Date:	06/1/2018
*Limits of Liability: \$2,000,000		Deductible:	\$0
*per occurrence and annual aggregate			

7.7 SUBCONSULTANTS

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Date 03/08/2018

Outside Consultants to be used in providing services required for project (attach copy of their proposal for services). Please fill out this form for each subconsultant used.

Name of firm: Vertical Transportation Excellence			
Key personnel assigned to project: Anthony DeFrancesco, CEI			
Office Phone:	(602) 553-8817	Cell Phone:	(602) 908-0734
Task(s) assigned: Vertical Transportation Services (Elevators)			
Other staff assigned to project:			
Name:	Position:	Task(s):	
(Wayne) Kent Reed, CEI	Vertical Transportation Specialist		
Sean Steiner, CEI	Vertical Transportation Specialist		
If no Subconsultants are used, state "None" on this sheet.			

A. Worker's Compensation Insurance			
Insurance Carrier: PA Manufacturers' Association Insurance Company			
Policy Number: 2018012907384A	Expiration Date:	02/1/2019	
B. Comprehensive General Liability			
Insurance Carrier: PA Manufacturers' Association Insurance Company			
Policy Number: 3018012907384A	Expiration Date:	02/1/2019	
*Limits of Liability: \$1,000,000 per Accident	Deductible:	\$0	
Disease-EA Employee: \$1,000,000/Disease-Policy Limit: \$1,000,000			
C. Auto Liability Insurance			
Insurance Carrier: PA Manufacturers' Association Insurance Company			
Policy Number: 1518012907384A	Expiration Date:	02/1/2019	
*Limits of Liability: Combined Single Limit: \$1,000,000	Deductible:	\$0	
D. Professional Errors and Omissions Liability Insurance (if required)			
Insurance Carrier: Not Applicable			
Policy Number:	Expiration Date:		
*Limits of Liability:	Deductible:		
E. Aircraft Liability Insurance (if required)			
Insurance Carrier: Not Applicable			
Policy Number:	Expiration Date:		
*Limits of Liability:	Deductible:		
*per occurrence and annual aggregate			

► TEAM ORGANIZATION

TYLI believes project success hinges upon the qualifications and expertise of the project team members. Our team has similar experience on numerous Capital Improvement Program (CIP) projects, possessing expertise in the areas required by this contract, and has the availability to make this contract a key priority. *As the prime consultant, TYLI expects to perform approximately 75-80% of the contract with our in-house workforce.*

As highlighted in this section, our team members possess the necessary registrations and are tenured with similar design expertise having extensive experience working with City standards and local government agencies. **The organization chart on page 51 illustrates the team we have assembled to meet your project needs.** If staffing changes are needed, the City of Irvine will be notified and will have final approval of any replacement personnel. Team qualifications are highlighted in our previous work experience summaries and resumes.

► PROJECT LEADERSHIP

Our team understands the project challenges and believes our local experience, knowledge, and spirit of collaboration are essential to developing a successful project and partnership. We will listen to the City's needs and work closely with your staff to produce deliverables that aim to exceed your goals. TYLI offers an experienced team led by **Project Manager Stéphane Dulor, PE**, who will be responsible for day-to-day activities, project direction and management, overall team performance, and coordination between the City and project team. As the primary contact, he will be available to City staff, oversee all aspects of the project, participate and manage assignments, oversee all deliverables, and manage budgets and schedules so that quality goals are met and tasks are completed on time. To provide continuity, **Principal-in-Charge, Karen Chapman, PE**, will ensure adequate resources and provide technical oversight for design.

► SUBCONSULTANT QUALIFICATIONS

To augment our capabilities, TYLI selected teaming partners with the required knowledge, relevant experience, and staff availability. We have worked with these subconsultants on similar contracts and attest to their proven ability to support this contract. Qualifications for subconsultants are demonstrated in the resumes and previous work experience in this section. *Partnered with these firms, the TYLI Team has the required expertise to complete all aspects of this project for the City.*

Earth Mechanics, Inc. Geotechnical Services

EMI is a geotechnical and earthquake engineering company founded in 1989. The firm specializes in geotechnical site investigations and testing, and foundation design for transportation infrastructure projects including bridges, roadways, freeways, and tunnels. With a staff of 29, EMI has certified laboratories and experience in the geotechnical investigation, design, and construction of numerous Orange County transportation projects, including the City of Irvine.

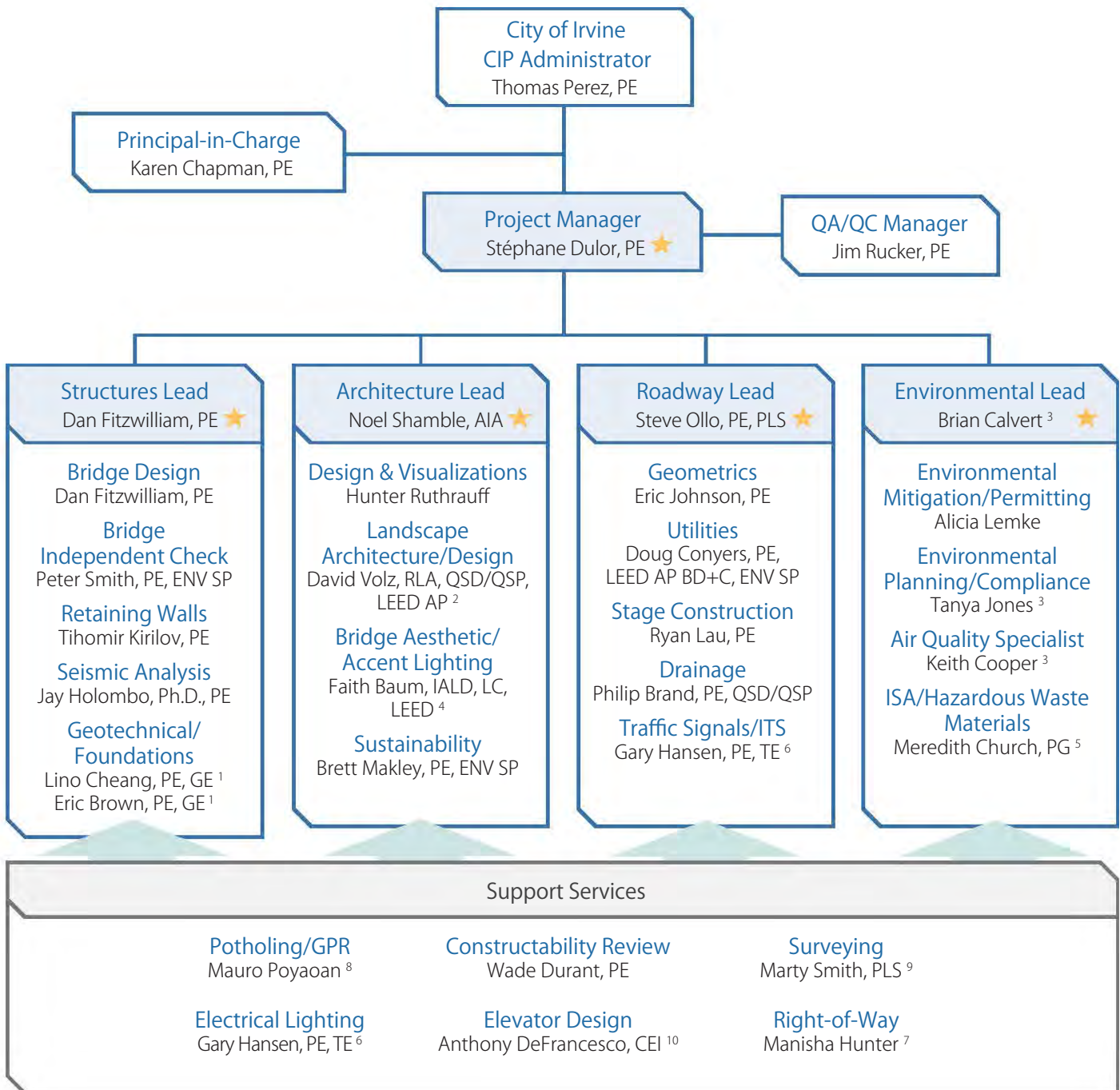
David Volz Design Landscape Architectural Services

DVD is committed to the creative design of outstanding public spaces, developing streetscapes and public landscapes to meet the specific needs of each project and surrounding community. DVD understands the importance of protecting the environment, resources, and the health of future generations. DVD has provided design services for streetscape and irrigation projects within the City of Irvine including design of Marine Way and Jamboree Road/Main Street Intersection projects.

ICF Jones & Stokes, Inc. Environmental Services

Founded in 1969, **ICF** specializes in NEPA/CEQA compliance and environmental planning, and natural resource management for transportation, local government, water, energy, and natural resources clients. ICF has more than 144 employees located in five Southern California offices, including the City of Irvine.

Figure 7.1 Project Organization Chart



SUBCONSULTANTS

1. Earth Mechanics, Inc.
 2. David Volz Design
 3. ICF Jones & Stokes, Inc.
 4. Illumination Arts, LLC
 5. Leighton Consulting, Inc.
 6. LIN Consulting, Inc.
 7. Overland, Pacific & Cutler, Inc.
 8. SafeProbe, Inc.
 9. Towill, Inc.
 10. Vertical Transportation Excellence
- ★ Key Personnel

Illumination Arts

Aesthetic/Accent Lighting Services

Illumination Arts has designed aesthetic lighting for more than 24 signature bridges throughout the U.S. and internationally. With this experience, Illumination Arts brings a unique and unparalleled knowledge base of issues and opportunities inherent in the lighting for iconic structures. Illumination Arts works with architects, bridge engineers, contractors, and transportation clients to design aesthetic lighting solutions for all types of bridge structures. Their expertise will be valuable during design to maximize lighting and aesthetic features on the signature bridge while maintaining a cost-effective design.

Leighton Consulting, Inc.

Hazardous Waste Materials Services

Leighton provides geotechnical and environmental services. Leighton is headquartered in Irvine and has 175 employees in Southern California. Leighton has completed thousands of projects in Orange County, in and around the City of Irvine, developing a vast database of geologic and geotechnical conditions. Leighton has worked on numerous hazardous materials surveys and Aerially Deposited Lead (ADL) investigations and maintains a "Hazardous Waste A" contractor's license.

LIN Consulting, Inc.

Electrical Engineering Services

Founded in 1997, **LIN Consulting** specializes in traffic, civil, and electrical engineering. LIN Consulting was founded on the principle of providing high-quality professional services; on time and within budget. The staff is comprised of 19 employees distributed in three offices in Diamond Bar, Orange County, and San Diego. The firm has extensive experience working with the City of Irvine and is currently on the City of Irvine's On-Call Consultant team.

Overland, Pacific & Cutler

Right-of-Way Services

Established in 1980, **OPC** provides professional right-of-way services for projects involving land and right-of-way acquisition, real estate appraisal and review, relocation planning and implementation, utility coordination, and property management. For 37 years, OPC has diligently performed the most challenging assignments for local, regional, state, and federal agencies. The assignments include transportation, public works, housing, community development, school districts, and energy and utilities.

SafeProbe, Inc.

Potholing Services

Founded in 1996, **SafeProbe** provides underground utility location services and utilizes the technically advanced methods of electronic and acoustic designation to locate the horizontal position of substructure facilities, and employs the non-destructive high-pressure vacuum excavation equipment to uncover and determine vertical position or condition. It is a safe, non-intrusive and accurate method of utility location.

Towill, Inc.

Surveying and Mapping Services

Towill is a premier provider of geomatics services, offering a broad range of advanced surveying, mapping, and GIS services for transportation and other projects throughout the Western U.S. Established in 1955, Towill has grown into an industry leader with employees in six offices strategically located throughout California. Towill has worked with the City of Irvine for 5 years, including horizontal and vertical control and topographic/utility surveys for projects such as Irvine Center Drive, Culver Drive Monumentation, and the 2001 Annual Slurry Seal and Pavement Rehabilitation.

Vertical Transportation Excellence

Elevator Engineering Services

VTX specializes in unmatched vertical transportation knowledge and experience. VTX personnel possess considerable expertise completing inspection, new design, project administration, and modernization/replacement services to improve the vertical transportation systems servicing a wide variety of facilities. With 20 vertical transportation experts on staff and a regional presence in Southern California, VTX will provide the resources required for this project.

► RESUMES FOR TEAM MEMBERS

Qualifications and previous work similar to the Jamboree/Michelson Pedestrian Bridge project are highlighted within the resumes included in this section. The resumes are alphabetized by last name after the following key staff resumes: project management, discipline task leaders, and quality control.

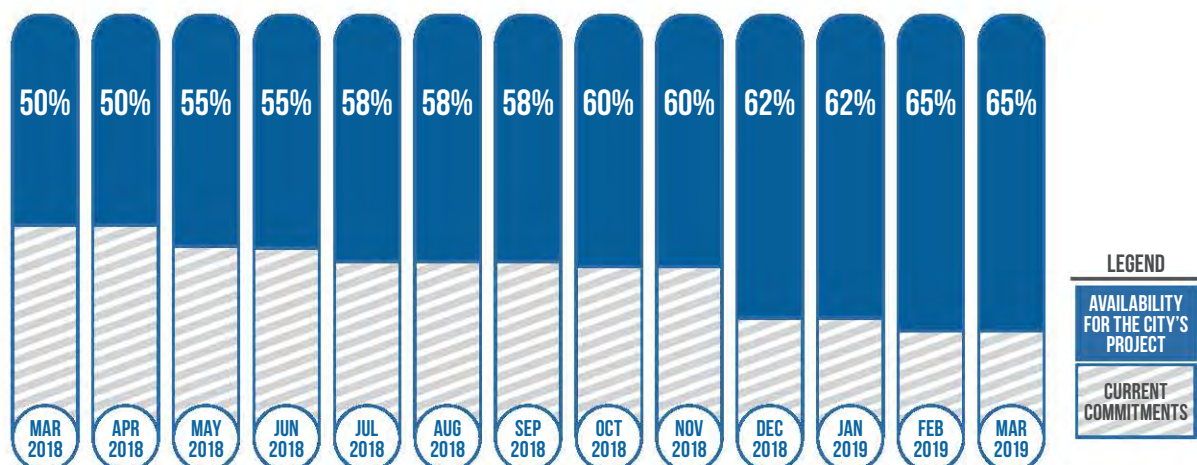
► TEAM COMMITMENT AND AVAILABILITY

The TYLI Team is committed to completing your project on schedule. Our current and projected workloads, as well as our depth of staff resources, will allow us to dedicate the necessary time and resources to the City. Table 7.1 below shows our present workload as a percent available to perform work on schedule. The backlog curve (Figure 7.2) illustrates the average availability into staff days, assuming there are approximately 160 working hours per month. *Stéphane is a responsive manager who will be available at all times to address City requests. We have the staff availability and design experience necessary to support this project.*

Table 7.1 Workload of Key Personnel

Name	Role/Responsibility	Availability for this Project	Other Current Commitments
Stéphane Dulor, PE	Project Manager	50%	<ul style="list-style-type: none"> » 1st Street Bridge Modifications (20%) » Shoemaker Bridge (15%) » Avalon Promenade and Gateway (15%)
Dan Fitzwilliam, PE	Structures Lead/ Bridge Design	50%	<ul style="list-style-type: none"> » Scioto River Crossing Pedestrian Bridge (10%) » Shoemaker Bridge (25%) » N. Atwater Bridge over Los Angeles River (15%)
Noel Shamble, AIA	Architecture Lead	65%	<ul style="list-style-type: none"> » Avalon Promenade and Gateway (10%) » Shoemaker Bridge (10%) » Western Hills Viaduct (15%)
Steve Ollo, PE, PLS	Roadway Lead	50%	<ul style="list-style-type: none"> » Los Angeles International Airport LAMP Contract (35%) » Alton Parkway Pavement Rehabilitation (10%) » SR 178 Widening (5%)
Brian Calvert	Environmental Lead	40%	<ul style="list-style-type: none"> » Caltrans District 8 On-Call Contract (20%) » Cajalco Road Widening (15%) » Hamner Avenue Bridge Replacement (15%)

Figure 7.2 Backlog Curve



STÉPHANE DULOR, PE ★

Project Manager

LICENSES/CERTIFICATIONS

Civil Engineer in CA, No. 62232
Civil Engineer in France, No. ESIM96053
Civil Engineer in Europe, No. EUR.ING.25708

ACADEMIC ACHIEVEMENTS

Engineering Diploma (BS), Structures/
Civil Engineering, École Centrale de Marseille

Stéphane has 22 years of experience with a variety of projects related to bridge design and engineering. He is experienced in highway, railroad, transit, and pedestrian bridge structures, including complex bridge structures. His experience in this field is diverse, having been exposed to various bridge construction types includes steel and precast girders, segmental and cast-in-place concrete box girders, slabs, cable-stayed, extradosed, finback, through truss, and prestressed composite. Stéphane's strong technical background has led to leading roles in this arena. He has been involved with each stage of project development from project initiation and the environmental phase to preliminary design, final design, and construction management. In addition, he is familiar with the various project delivery methods used throughout the industry including design-bid-build and design-build.

Avalon Promenade and Gateway, Wilmington, CA

Deputy Project Manager and Structures Lead for a new development project to provide public waterfront access to the residents of Wilmington creating a connection and "window to the waterfront" within the POLA. The project's objective is to create a welcoming sanctuary from Harry Bridges Boulevard to Banning's Landing and the waterfront including a signature pedestrian structure to provide safe passage through the area.

Surfside Inn Pedestrian Bridge, Dana Point, CA

Project Manager responsible for providing assistance to the Orange County Public Works Department to generate a variety of conceptual alternatives for a high-profile signature pedestrian bridge across Amtrak tracks and onto the beach. Stéphane met with community leaders, City and Public Works Managers, and the Chairwoman of the Board of Supervisors to present 3D renderings of alternatives to garner feedback for future phases of the project.

Shoemaker Bridge Replacement, Long Beach, CA

Project Manager responsible for leading the effort to replace the existing Shoemaker Bridge over the Los Angeles River with a signature bridge serving as an entrance to the City of Long Beach. The project includes development of a conceptual Bridge Type Selection Report, as well as the Project Approval/Environmental Document (PA/ED) and PS&E phases.

Disney Parking Expansion and Pedestrian Bridge, Anaheim, CA

Structures Lead responsible for preliminary design of the bridges including a signature structure over Harbor Boulevard. The expansion of Disney's parking facilities to the south required a flyover bridge structure from the new parking structure to Disney Way. A network of pedestrian bridges was included to connect the parking structure to the theme parks.

Gerald Desmond Bridge Replacement, Long Beach, CA

Project Manager responsible for performing required structure studies in support of the ED and the early utilities relocation contract. The project involved providing design engineering and environmental services related to the replacement of the existing Gerald Desmond Bridge. The new signature structure proposes to simultaneously address the high-volume needs of vehicular, truck, and shipping traffic, while also addressing aesthetic priorities. The bridge and adjacent interchanges are estimated at a total cost of approximately \$1.3 billion.

Goldline Foothills Design-Build Extension, Azusa, CA

Deputy Structures Manager responsible for the oversight of development of final design and PS&E for several bridges including a spliced precast girder bridge over the San Gabriel River. The project involved providing engineering services for the construction of the eastern extension of the existing Goldline light rail transit (LRT) line. Included in the design-build project was an 11.5-mile segment that included stations, track, crossings, and bridges.

Church Street Pedestrian Bridge, New Haven, CT

Design Engineer responsible for performing preliminary concept analyses and investigating the most appropriate pylon shape and deck type. As part of the major freeway corridor redevelopment in New Haven, a signature pedestrian crossing was studied to span the new freeway and grant access to the waterfront from Church Street. The 443-foot span bridge was shaped as an hourglass in plan and featured a combination of stairs and elevators at each end. Several alternatives were considered including basket-handle tied arch and asymmetrical inclined pylon cable-stayed bridge.

DAN FITZWILLIAM, PE ★

Structures Lead/Bridge Design

LICENSES/CERTIFICATIONS

Civil Engineer in CA, No. 58937

ACADEMIC ACHIEVEMENTS

MEng., Civil Engineering, University of Florida
BS, Civil Engineering, California State Polytechnic University, Pomona

Dan has 21 years of bridge design experience, working consistently towards becoming a technical expert in the analysis and design of the most complex aspects of bridge projects. He has experience working in nearly all bridge types including segmental, cable-stayed, suspension, stress ribbon, steel arch, and concrete arch. His wide range of technical experience brings a proven record of producing excellent bridge designs, in an efficient manner and within very tight budgets and schedules.

Warner Avenue Pedestrian Bridge, Tustin, CA

Design Engineer for a dual steel arch bridge with a skewed angle to the line of the meandering concrete slab superstructure. The superstructure is suspended from stainless steel hangers which criss-cross above the deck and anchor at the ends of steel outrigger beams spaced at 10.5-foot intervals along the length of the structure.

Harbor Drive Pedestrian Overcrossing, San Diego, CA

Bridge Design Engineer for a self-anchored suspension bridge that spans both a primary arterial and six railroad tracks belonging to the Burlington Northern Santa Fe Railways (BNSF) and San Diego Metropolitan Transit System (MTS). The structure utilizes a single 130-foot-tall inclined pylon with a single suspension cable supporting only one edge of the curved bridge deck. The bridge alignment is designed to connect the public right-of-way at each landing, providing a key segment of a continuous promenade from Balboa Park to San Diego Bay. Primary access to the bridge deck is by means of grand staircase. For accessibility, a dual cab, glass enclosed elevator tower is located at the north end of the bridge and a connector ramp off the main bridge deck provides access to the elevators on the third level of the adjacent parking structure on the south end.

San Elijo Lagoon Bridge Replacement, Encinitas, CA

Bridge Engineer responsible for the technical oversight of the development of a cable-supported pedestrian bridge crossing the San Elijo Lagoon. The bridge is a thin slab bridge, suspended beneath the newly constructed highway bridge along I-5. Once complete, the bridge will provide a link between the parking lots adjacent to Manchester Avenue and a network of multi-use

nature trails, which serve the lagoon nature park. Cable stays attached to the soffit of the highway bridge will provide an undulating pathway for pedestrians and bicyclists to cross the lagoon completely separated from busy interstate traffic. The cable-supported bridge allows the very thin deck to make the 416-foot span without requiring any pedestrian bridge columns to be constructed in the sensitive lagoon habitat while maximizing the clearance below the bridge to allow for storm flooding events and sea level rise.

Scioto River Pedestrian Overcrossing, Dublin, OH

Lead Bridge Engineer for the City of Dublin's new mixed-use district, Dublin Riverside Park, which includes an open space and infrastructure designed to support a live-work-play environment. The park's signature structure will serve as a critical transportation link for pedestrians and bicyclists spanning the Scioto River. Once complete, the iconic structure will be a graceful 760-foot-long bridge along an S-curve alignment passing through the focal tower element which includes a "needle hole" concrete pylon.

I-4 Pedestrian Gateway at Lake Ivanhoe, Orlando, FL

Conceptual Design Engineer for a unique tied-arch pedestrian bridge at Lake Ivanhoe. The bridge and accompanying bicycle and pedestrian trails encompass 2,500 feet and complete the loop around this lake, providing connectivity within the larger Urban Trail System of Orlando. To accommodate the sensitive environmental landscape, the design team elevated many of the structures over the normal level of the lake, thereby reducing the amount of shade cast directly on the lake.

Peachtree Parkway Pedestrian Bridge, Peachtree Corners, GA

Senior Bridge Engineer for this pedestrian bridge in the newly formed City of Peachtree Corners. The structure will connect two major town centers across Peachtree Parkway, serving as a vital link in the new regional trail system and an iconic gateway to the City. The bridge seamlessly morphs into welcoming gathering areas on either side of the parkway including an amphitheater and connects to a quarter-mile of elevated bridge creating a peaceful botanical garden trail.

Qatar Pedestrian Bridges, Doha, Qatar

Lead Bridge Engineer for the design of two cable-stayed pedestrian bridges for a new city north of the City of Doha. The bridges are each 590 feet long with a main span of 393 feet. The unique designs feature weaving pedestrian paths, which interlock into a figure-eight shape reminiscent of a necklace floating, suspended over a navigable saltwater canal in the high-end commercial district. Special attention to quality details were required as the bridges act as a gathering point for pedestrians to purchase refreshments at mid-bridge kiosks and relax at specially designed glass-floored gathering areas along the bridge.

NOEL SHAMBLE, AIA ★

Architecture Lead

LICENSES/CERTIFICATIONS

Licensed Architect
National Council of Architecture Registration Board,
No. 78906

ACADEMIC ACHIEVEMENTS

MArch., Sustainable Structurally Expressive Design,
University of Oregon
BS, Structural Engineering, University of California,
San Diego

Noel is a Registered Architect with combined experience in structural engineering and architecture. He is a prominent member of the bridge architecture community and has presented papers on bridge aesthetics at the Western Bridge Engineers' Seminar and International Bridge Conference in recent years. He also authored an article for ASPIRE Magazine about his designs for the I-10/Citrus Avenue and Cherry Avenue Overcrossings in Fontana (Winter 2015 Issue).

Avalon Promenade and Gateway, Wilmington, CA

Lead Architect for a new development project to provide public waterfront access to the residents of Wilmington creating a connection and "window to the waterfront" within POLA. The project's objective is to create a welcoming sanctuary from Harry Bridges Boulevard to Banning's Landing and the waterfront including a signature pedestrian structure to provide safe passage through the area.

Idaho Avenue Pedestrian Overcrossing, Santa Monica, CA

Project Architect for the replacement of a pedestrian overcrossing and improvements to the connecting trail. The high-profile location of the overcrossing is a unique signature structure, chosen by the community, replaced the existing pedestrian bridge. The project was completed on an accelerated design schedule to allow for construction under the same road closure as the California Incline Bridge Replacement project and completed by the same contractor. Noel assisted the City by preparing design alternatives for public outreach events, ultimately leading to the final design.

Harbor Drive Pedestrian Overcrossing, San Diego, CA

Bridge Architect for a self-anchored suspension bridge that spans both a primary arterial and six railroad tracks belonging to BNSF and San Diego MTS. The structure utilizes a single 130-foot-tall inclined pylon with a single suspension cable supporting only one edge of the curved bridge deck. The bridge alignment is designed to connect the public right-of-way at each

landing, providing a key segment of a continuous promenade from Balboa Park to San Diego Bay. Primary access to the bridge deck is by means of grand staircase. For accessibility, a dual cab, glass enclosed elevator tower is located at the north end of the bridge and a connector ramp off the main bridge deck provides access to the elevators on the third level of the adjacent parking structure on the south end.

Mercer University Pedestrian Bridge, Macon, GA

Bridge Architect responsible for the design of the initial arch concept and creating key conceptual design imagery. The project was completed as a Public-Private Partnership (P3) among Macon-Bibb County, Mercer University, and Sierra Development, which developed the new student housing on the south side of the bridge. The bridge provides the main connectivity between student housing, the parking deck, a nearby hotel, and retail shops on the south side of Mercer University Drive to the campus and football stadium on the north side of the roadway.

Peachtree Parkway Pedestrian Bridge, Peachtree Corners, GA

Lead Architect for this pedestrian bridge in the newly formed City of Peachtree Corners. The structure will connect two major town centers across Peachtree Parkway, serving as a vital link in the new regional trail system and an iconic gateway to the City. The bridge seamlessly morphs into welcoming gathering areas on either side of the parkway including an amphitheater and connects to a quarter-mile of elevated bridge creating a peaceful botanical garden trail.

Wai Kai Pedestrian Bridge, Oahu, HI

Lead Bridge Architect for a new pedestrian bridge over a large oceanfront lagoon on Hawaii's island of Oahu. As part of a new housing, resort, and shopping/retail development, this central iconic structure will lead residents and visitors to the beach.

Rock Creek Park Trail Pedestrian Bridge, Washington, D.C.

Bridge Architect responsible for designing the figurehead structure of the 3.6-mile trail improvement project. As the key feature of the two miles of trail improvements in downtown's Rock Creek National Park, this pedestrian bridge will allow users to cross the historic Rock Creek in the comfort of nature rather than on a busy parkway. The small contemporary bridge is simple yet elegant ensuring it integrates within the natural context of the park. The design team worked closely with multiple stakeholders including the Department of Transportation (DOT), National Park Services (NPS), the National Zoo, and numerous community groups to develop this perfect addition to the City.

STEVE OLLO, PE, PLS ★

Roadway Lead

LICENSES/CERTIFICATIONS

Civil Engineer in CA, No. 49513
Professional Land Surveyor in CA, No. 7273

ACADEMIC ACHIEVEMENTS

BS, Civil Engineering, Purdue University
BS, Land Surveying, Purdue University

Steve has 25 years of experience as a civil engineer and land surveyor. He has design and construction management experience which includes scheduling and budgeting of numerous capital improvement projects. Steve is experienced with Caltrans design and right-of-way engineering requirements, and has more than 13 years of experience working with Caltrans Local Assistance procedures for state and federal grant-funded projects. Prior to joining TYLI, Steve was a Senior Engineer for Capital Improvement Project Management for the City of Irvine. He also is a former employee of Caltrans District 12.

Alton Parkway Pavement Rehabilitation from I-5 to Technology East, Irvine, CA

Project Manager for the final PS&E to rehabilitate the pavement, upgrade ADA, and video detection facilities within the project limits. The project includes asphalt paving, cold planning, crossfall correction, utility adjustments, curb and gutter, ADA sidewalk and curb ramp upgrades, and signal and signage improvements.

Michelson Drive Pavement Rehabilitation Irvine, CA

City Project Manager responsible for overseeing project construction, budget, and schedule for this project. This \$540,000 project included street/pavement rehabilitation from MacArthur Boulevard to Jamboree Road.

Campus Drive Pavement Rehabilitation and Landscaping, Irvine, CA

City Project Manager responsible for overseeing the project design, budget, and schedule for this street rehabilitation project. The \$2.5 million project included pavement rehabilitation and landscaping from Campus Drive to University Drive and required coordination with adjacent property owners with concerns to project impacts.

MacArthur Boulevard/Red Hill Avenue Intersection Improvements, Irvine, CA

City Project Manager responsible for overseeing project design, construction, budget, and schedule for this \$18 million project. The project involved street widening, channel construction, and coordination with adjacent property owners with concerns to project impacts.

West Yale Loop Pavement Rehabilitation, Irvine, CA

City Project Manager responsible for overseeing project design, construction, budget, and schedule for this City street rehabilitation project. The project involved pavement rehabilitation from Barranca Parkway to Yale Avenue (North).

Irvine Business Complex Sidewalk Gap Closure, Irvine, CA

City Project Manager responsible for overseeing project design, budget, and schedule. This project included street rehabilitation and sidewalk upgrades, as well as coordination with adjacent property owners.

Village of El Camino Real Street Landscape Rehabilitation, Irvine, CA

City Project Manager responsible for overseeing project design and construction budget, as well as schedule for the City of Irvine. This \$435,000 project included landscape rehabilitation along multiple streets.

University Drive Widening from Campus to MacArthur, Irvine, CA

City Project Manager responsible for overseeing project design, budget, and schedule for a City street widening project. Coordinated with adjacent property owner stakeholders concerning project impacts.

SR 57 Widening from Orangewood Avenue to Katella Avenue, Ahaheim and Orange, CA

Project Manager responsible for preparation of preliminary engineering documents for Project Report (PR) and ED identifying potential alternatives to address mobility and congestion issues in the northbound direction between Orangewood Avenue and Katella Avenue. This project will reduce congestion by widening the northbound inside shoulder to mitigate existing sight distance issues, extend the fifth general purpose lane from Orangewood Avenue, and construct a new structure for the re-aligned Katella Avenue off-ramp. Local street improvements include curb and gutter, sidewalks, driveways, and curb ramps compliant with ADA.

I-5 Improvements from SR 55 to SR 57, Orange County, CA

Senior Transportation Engineer responsible for quality control reviews of final PS&E for improvements to I-5 between SR 55 and SR 57. The 3-mile project will reduce congestion by adding an additional high-occupancy vehicle (HOV) lane in each direction. The project includes the demolition of a direct access ramp/HOV drop ramp, and construction of a tieback soldier pile cantilever retaining wall under two parallel bridges. Detailed pavement construction and drainage design considerations are required.

BRIAN CALVERT ★
Environmental Lead

FIRM: ICF

ACADEMIC ACHIEVEMENTS

MEP, Master of Environmental Planning,
Arizona State University
BA, Geography and Regional Science,
George Washington University

Brian has 20 years of experience preparing environmental documents and specializes in transportation projects. He has worked on over 40 transportation projects throughout his career involving Caltrans and the FHWA prior to NEPA delegation. Brian has managed multiple environmental on-call contract with Caltrans District 8, the Riverside County Transportation Department (RCTD), and Riverside County Transportation Commission (RCTC), and has proven ability to deliver projects on schedule and within budget. Brian's broad experience managing the planning environmental work gives him a comprehensive knowledge of all relevant resource areas. The environmental documents and reports he has prepared to meet federal (NEPA) and state (CEQA) regulations require interpretation and analysis of environmental, social, and cultural data, and presentation of this information in a clear and concise manner that conforms to regulations and legislation.

Caltrans District 12 On-Call Environmental Analysis Services (Contracts Nos. 12A1488 and 12A1655) Orange County, CA

Contract Manager to complete environmental task orders related to Caltrans roadway related projects throughout Orange County. He ensures task orders are completed on time and within budget and that the appropriate staff is assigned and available. Brian provides the leadership and expertise to ensure team members can complete the task orders for the District with the highest quality. For the past three years, ICF has successfully supported District 12 on 26 task orders including the SR 73 Slope Erosion and Stability, I-5 HOV Extension, SR 74 Shoulder Widening, SR 91 Westbound Widening, and SR 22 Eastbound Improvements.

Mount Vernon Avenue Viaduct Replacement, San Bernardino, CA

Environmental Project Manager responsible for managing the preparation of the environmental technical studies and NEPA document for obtaining Caltrans concurrence. Brian coordinated with District 8 Local Assistance environmental and technical staff throughout the environmental process. The project

proposes a retrofit and/or replacement of the historic Mount Vernon Avenue Bridge over the BNSF freight yard. ICF assisted in securing approval of environmental documentation as well as ensuring compliance with the process for the historic bridge.

Second Street Bridge over Warm Creek Rehabilitation, San Bernardino, CA

Environmental Project Director responsible for providing oversight of all permitting activities for the bridge rehabilitation project. This included technical oversight and direction on the project and reviewing project deliverables. Environmental project activities included jurisdictional delineation, a biological resources survey, a bat survey, installation of bat and nesting bird exclusion devices below the bridge, and coordination with the City and local agencies to develop consistent and reasonable permit conditions.

Caltrans District 8 On-Call Environmental Services (Contracts Nos. 08A1169, 08A1521, 08A2107, and 08A2597), San Bernardino and Riverside Counties, CA

Contract Manager to complete environmental task orders related to roadway improvements in Riverside and San Bernardino Counties. To date, more than 60 task orders have been produced involving interchange improvements and construction, a curve radius increase, left-turn pocket and shoulder widening, roadway widening and shoulder upgrade, installation of traffic signals at off-ramps, adding left-turn pockets and widening outside shoulders, installation of a traffic signal and safety lighting at an intersection, and a series of air quality studies targeted to these specific roadway improvements. Recently, Brian led projects such as the SR 58 Hinkley Environmental Impact Report/Environmental Impact Study (EIR/EIS) and Kramer Junction EIR/EIS. Other critical projects include the U.S. Highway 395 shoulder widening and SR 60 truck climbing lanes.

I-15 Express Lanes, Riverside, CA

Environmental Manager for the I-15 Express Lanes project with RCTC. Brian provides oversight for the preparation of the environmental technical studies including air quality, noise, community impact, visual impacts, cultural resources, biological resources, and jurisdictional resources. He is responsible for the preparation and processing of the environmental document—Initial Study/Environmental Assessment (IS/EA). Brian is also responsible for coordinating with Caltrans and the resource agencies, where appropriate.

KAREN CHAPMAN, PE

Principal-In-Charge

LICENSES/CERTIFICATIONS

Civil Engineer in CA, No. 57661

ACADEMIC ACHIEVEMENTS

BS, Civil Engineering, Rutgers University

Karen has 24 years of experience in management and delivery of transportation projects, including local roadways, highways, freeways, interchanges, freeway-to-freeway interchanges, rail, and military facilities. Her experience covers the entire range of project development phases, from initial identification of needed improvements, feasibility studies, and preparation of Project Study Reports (PSR) and PR; to the preparation of PS&Es, and construction oversight. Karen also worked for Caltrans and offers her hands-on experience with their policies and procedures.

Alton Parkway Pavement Rehabilitation from I-5 to Technology East, Irvine, CA

Principal-in-Charge for this project to improve approximately one mile of a six-lane arterial in the Irvine Spectrum business area. Pavement improvement alternatives are being evaluated to restore standard crossfalls while minimizing impacts to traffic during construction. The project includes asphalt paving, cold planning, crossfall correction, utility adjustments, curb and gutter, ADA sidewalk and curb ramp upgrades, and signal and signage improvements.

Irvine Business Complex Sidewalk Gap Closure, Irvine, CA

Project Manager prepared a feasibility study that analyzed existing sidewalk gaps within the Irvine Business Complex. The study included an updated sidewalk inventory map, screening criteria development for application to the gap locations, and preliminary plans and cost estimates for a select group of top-ranked locations. The construction cost for all locations within the study was approximately \$3.7 million.

Irvine Center Drive Pavement Rehabilitation, Irvine, CA

Project Manager responsible for pavement rehabilitation of Irvine Center Drive from Culver Drive to Harvard Avenue. The project was on an accelerated schedule to meet funding requirements, with final design completed in less than four months. Construction cost was approximately \$1.5 million.

University of California, Irvine (UCI) Site Improvements, Irvine, CA

Project Manager responsible for sidewalk and bike path modifications in accordance with ADA standards at the UCI campus. The project included realignment of an existing bike path, new sidewalks, and new curb ramps.

JIM RUCKER, PE

QA/QC Manager

LICENSES/CERTIFICATIONS

Civil Engineer in CA, No. 47796

ACADEMIC ACHIEVEMENTS

BS, Structural Engineering,
University of California, San Diego

Jim has 29 years of bridge engineering experience and has been responsible for project management, bridge APS, design of new bridges and bridge widenings, preparation of structure specifications and engineers' estimates, construction support services, and seismic retrofitting of existing bridges. Jim has extensive experience on projects requiring Caltrans and FHWA oversight, review, and approval. Jim serves as TYLI's West Region Quality Manager for the Surface Transportation Line of Business. In this role, he is the regional contact for all quality issues and performs or assigns quality audits for TYLI's 13 West Region offices.

Idaho Avenue Pedestrian Overcrossing, Santa Monica, CA

Project Manager for the feasibility study and assessment report for the replacement of a pedestrian overcrossing and improvements to the connecting trail. The high-profile location of the overcrossing is a unique signature structure, chosen by the community, replaced the existing pedestrian bridge.

U.S. 101/Ralston Avenue Pedestrian/Bicycle Bridge, Belmont, CA

Principal-in-Charge for the 1,500-foot-long pedestrian/bicycle structure. The multi-award winning structure consists of a 10-span, 780-foot-long overcrossing, two ramp structures totaling 600 feet in length, and a 136-foot-long prefabricated simple span bridge. The overcrossing consists of two frames—the main frame is a haunched, cast-in-place prestressed concrete box girder and the other frame is a cast-in-place, reinforced concrete voided slab. The approaches to the overcrossing consisted of retaining walls and a bin-type ramp structure.

I-5 North Coast Corridor (NCC) Design Guidelines, San Diego, CA

Consultant Project Manager to develop and prepare design guidelines for the I-5 NCC working directly with Caltrans District 11 staff. The I-5 NCC comprises a 27-mile stretch from La Jolla Village Drive to Oceanside. The project crosses five cities, six lagoons, and involves many resource agencies and stakeholders. The guidelines involve implementation of the visual mitigation requirements of the I-5 EIR/EIS and will provide an aesthetic framework for future design elements on the corridor.

PHILIP BRAND, PE, QSD/QSP

Drainage

LICENSES/CERTIFICATIONS

Civil Engineer in CA, No. 75694
Qualified SWPPP Developer/Practitioner in CA,
No. 24429

ACADEMIC ACHIEVEMENTS

BS, Civil Engineering, San Diego State University

Philip has 13 years of experience in design and construction of civil and public works projects. He is experienced in transportation engineering, hydrology grading, and water and wastewater improvements, agency coordination, contract administration, cost estimating, Geographic Information Systems (GIS) analysis and management, and utility coordination.

Bayshore Bikeway – Segments 4 and 5, National City, CA

Transportation Engineer responsible for production of the PS&E for two segments of San Diego Association of Governments' (SANDAG) Bayshore Bikeway project. Segments 4 and 5 include a Class I Bikeway that traverses portions of San Diego, National City, and U.S. Naval Base San Diego, and a Class II bike lane along Tidelands Avenue in National City. Design included an LED enhanced pedestrian warning system to improve pedestrian safety and reconstruction of five pedestrian ramps to meet current ADA standards. This project included processing of railroad crossing modifications in coordination with BNSF.

Fullerton Bike Trail, Fullerton, CA

Project Engineer prepared design plans for the City's bike trail and associated retaining walls. Philip coordinated with city engineers and structural engineers on the project.

The Villages of La Costa Infrastructure Improvements, Carlsbad, CA

Design Engineer responsible for the design of water, sewer, storm drain, and hardscape improvements. Philip also developed sewer studies, drainage studies, grading plans, and improvement plans for the residential development. The Villages of La Costa is a master planned community consisting of 2,050 single-family and attached homes. Philip was the Design Engineer for neighborhoods in La Costa Greens, La Costa Oaks, and La Costa Ridge.

Vista Sports Park, Vista, CA

Design Engineer on this design-build project responsible for producing specifications, utility plans, grading plans, and a drainage study for the park. Philip coordinated all aspects of design with the contractor and landscape architect.

DOUG CONYERS, PE, LEED AP BD+C, ENV SP

Utilities

LICENSES/CERTIFICATIONS

Civil Engineer in CA, No. 63779
USGBC® LEED Accredited Professional Building
Design & Construction, No. 10480073
ENVISION™ Sustainability Professional

ACADEMIC ACHIEVEMENTS

BS, Civil Engineering, St. Martin's University

Doug has 30 years of experience in civil engineering infrastructure project design, design management, and design support during construction including 12 years of recent rail transit experience. In addition to his rail transit experience, he has two years of recent aviation experience working at Los Angeles International Airport (LAX) on design and design management of major aviation infrastructure projects including the airports Westside utility master plan update.

Division 20 Portal Turnback Facility, Los Angeles, CA

Utilities Engineer for the relocation of utilities and construction of new utilities to accommodate the modifications to the existing Los Angeles County Metropolitan Transportation Authority (Metro) Division 20 Yard. The turnback facility will accommodate the future Westside Subway Extension (Purple Line) project. Doug's responsibilities include preparation of coordinating third party utility relocations and new utility design to accommodate existing infrastructure and avoid conflicts with the new facilities.

Los Angeles World Airports (LAWA) Utilities and Landside Access Modernization Program (LAMP) – 98th Street Roadway Improvements, Los Angeles, CA

Utilities Project Manager for the relocation of domestic waterlines and sanitary sewer lines for the construction of a new portion of 98th Street. The project also included lowering approximately 1,000 feet of Aviation Boulevard and construction of approximately 600 feet of Concourse Way from 98th Street to Century Boulevard. Doug was responsible for working with third party utility owners to relocate existing utilities and plan for new utility expansion. Doug worked with the joint venture construction team to prepare and deliver waterline and sanitary sewer line relocation plans, in addition to developing the composite utility plans.

LAWA Utilities and LAMP – Central Terminal Area (CTA) Domestic Waterline Relocations, Los Angeles, CA

Project Manager for the relocation of domestic waterlines within the CTA. Doug worked with the joint venture construction team to prepare and deliver relocation waterline plans for the future demolition of Parking Structures 2A and 2B to accommodate the future Automated People Mover project.

WADE DURANT, PE

Constructability Review

LICENSES/CERTIFICATIONS

Civil Engineer in CA, No. 52225

ACADEMIC ACHIEVEMENTS

BS, Civil Engineering, Northern Arizona University

Wade has 27 years of experience in bridge construction and design engineering including 4 years as a Bridge Engineer with Caltrans, sourced to the Office of Structures Construction in District 11. He has worked as a construction Resident Engineer or Inspector on over 70 bridges, retaining walls, and similar structures. He is well-versed in all aspects of construction contract administration as practiced by Caltrans and local public works agencies. Wade also has experience as a bridge design engineer preparing advance planning studies (APS), design of new bridges, seismic retrofitting of existing bridges, and PS&E.

Harbor Drive Pedestrian Overcrossing, San Diego, CA

Senior Bridge Construction Engineer for a self-anchored suspension bridge that spans a primary arterial and six railroad tracks belonging to BNSF and San Diego MTS. The structure utilizes a single 130-foot-tall inclined pylon with a single suspension cable supporting only one edge of the curved bridge deck. Primary access to the bridge deck is by means of grand staircase. For accessibility, a dual cab, glass enclosed elevator tower is located at the north end of the bridge and a connector ramp off the main bridge deck provides access to the elevators on the third level of the adjacent parking structure on the south end.

Idaho Avenue Pedestrian Overcrossing, Santa Monica, CA

Constructability Reviewer for the replacement of a pedestrian overcrossing and improvements to the connecting trail. The high-profile location of the overcrossing is a unique signature structure, chosen by the community, replaced the existing pedestrian bridge. The project was completed on an accelerated design schedule to allow for construction under the same road closure as the California Incline Bridge Replacement project and completed by the same contractor.

David Kreitzer Lake Hodges Pedestrian/Bicycle Bridge, San Diego, CA

Resident Engineer for the construction of a 990-foot-long, 3-span stressed ribbon bridge over an environmentally sensitive area (ESA). At the time of construction, this was the longest multi-span stressed ribbon bridge in the world.

JAY HOLOMBO, Ph.D., PE

Seismic Analysis

LICENSES/CERTIFICATIONS

Civil Engineer in CA, No. 47409

ACADEMIC ACHIEVEMENTS

Ph.D., Structural Engineering,
University of California, San Diego
MS, Structural Engineering,
University of California, San Diego
BS, Civil Engineering, San Diego State University

Jay has 29 years of experience in project management, structural design, construction support, applied research, strategic and operational planning, and business development. His career includes working for Caltrans and private consulting. He specializes in the development of innovative solutions for bridge and transportation-related structures projects, and he has a proven record of leading highly-motivated professionals to deliver transportation projects within schedule and budgetary constraints.

El Salto Falls Street Bridge over Buena Vista Creek, Carlsbad, CA

Project Manager and Engineer-of-Record of a 3-span precast, prestressed spliced precast concrete girder bridge over Buena Vista Creek. To avoid disturbance of the 170-foot-wide ESA along the creek, the design featured an innovative approach, where the center span was erected from previously completed end spans. Aesthetic enhancements included belvederes at the piers and mid-span, decorative aluminum railings, and architectural form liners and color.

El Norte Parkway Bridge Widening, Escondido, CA

Project Manager of a single-span precast double-T girder bridge over Escondido Creek. When complete, this structure will complete the improvements to El Norte Parkway. Challenges include protection and relocation of buried and overhead utilities. The project also required development of an innovative precast removable median for access to a 36-inch diameter waterline.

SR 22 HOV Widening Design-Build, Orange, CA

Structural Design/Technical Advisor on the widening and/or replacement of 19 bridges along SR 22. Jay developed an innovative spliced girder design featuring curved prestressed concrete tub girders for a 5-span bridge widening. He also developed design and testing protocol for precast deck panels, which ultimately led to Caltrans approval. Design and construction was completed within and accelerated 600-day schedule and the project received the 2007 Award of Merit from the American Council of Engineering Companies (ACEC) California.

ERIC JOHNSON, PE

Geometrics

LICENSES/CERTIFICATIONS

Civil Engineer in CA, No. 69305

ACADEMIC ACHIEVEMENTS

BS, Civil Engineering, University of Idaho

Eric offers 18 years of experience managing and delivering all aspects of transportation projects in California, covering the entire range of project development phases and encompassing a variety of facilities, from local street improvements and highway widenings to toll facilities and freeway-to-freeway interchanges. His expertise includes geometric design alternatives, ADA facilities, development of stage construction/traffic handling plans, and development and delivery of PS&E for projects of varying sizes and complexity including design-build projects. Eric is skilled in preparing plans according to major transportation and local agency specification and standards, as well as coordinating design with public agencies and utility companies.

I-5 HOV from SR 55 to SR 75 Improvements, Santa Ana, CA

Technical Manager for the PS&E to add an HOV lane in each direction on I-5. The project includes limited widening and reconstruction of portions of I-5, removal of HOV separation barrier, and restriping to provide the additional HOV lanes. Eric's responsibilities included managing and coordinating the design and delivery of PS&E, directing the design of the geometrics, identifying and coordinating resolution of utility conflicts, and coordinating and reviewing work for drainage, structures, surveys, geotechnical services, and landscaping.

U.S. 101/Palo Comado Canyon Road Overcrossing Widening, Agoura Hills, CA

Deputy Project Manager for the PS&E to widen the Palo Comado Bridge over the U.S. 101 and signalize the intersection of Palo Comado Canyon Road and the northbound U.S. 101 ramps. The project included a multi-modal system with sidewalks and equestrian trail.

SR 55/Newport Boulevard Improvements, Costa Mesa, CA

Roadway Engineer for the preparation of final PS&E to improve SR 55/Newport Boulevard between 17th Street and 19th Street. The \$8 million project added one northbound lane from 17th Street to 19th Street and a southbound lane through the 19th Street intersection. The project included pavement reconstruction and rehabilitation of local streets, signing and striping, ADA improvements throughout the corridor, and landscaping enhancements. The project required coordination with local businesses and an extensive public awareness program. This project involved Caltrans District 12 oversight.

TIHOMIR KIRILOV, PE

Retaining Walls

LICENSES/CERTIFICATIONS

Civil Engineer in CA, No. 67708

ACADEMIC ACHIEVEMENTS

BS, Civil Engineering, University of California, Irvine

Tihomir has 18 years of experience in structural engineering. Specializing in bridge engineering, he has delivered and oversaw the design of more than 60 bridge projects. He is experienced in all design phases including APS, type selections, special provisions, cost estimating, calculations, PS&E, seismic retrofit, construction support, and value engineering. Tihomir has designed various structure types including bridges, retaining walls, box culverts, and flood control facilities. He is proficient in the use of various structural engineering software and CAD applications.

Shoemaker Bridge Replacement, Long Beach, CA

Bridge Design Engineer assisted in development of preliminary alternatives to replace the existing Shoemaker Bridge over the Los Angeles River with a signature bridge, which will serve as the entrance Long Beach. The project includes development of a conceptual Bridge Type Study Report, as well as the PA/ED and PS&E phases.

I-5 HOV Improvements from SR 55 to SR 57, Santa Ana, CA

Independent Bridge Checker for final PS&E improvements to I-5 between SR 55 and SR 57. The 3-mile project will reduce congestion by adding an additional HOV lane in each direction. The project includes the demolition of a direct access ramp/HOV drop ramp, and construction of a tieback/cantilever retaining wall under two parallel bridges. As part of final design, Tihomir performed an Independent Check of the Main Street Overcrossing reconstruction after the demolition of the direct access ramp (DAR) supported by the overcrossing.

Silverrock Pedestrian Bridges over All-American Canal, La Quinta, CA

Bridge Project Engineer for two 48-foot-long single-span steel truss pedestrian bridges supported on drilled pile foundations. Tihomir's responsibilities included coordination for the preparation of structural calculations, plans, and estimates for the construction of these pedestrian bridges over the All-American Canal.

I-5 Widening from El Toro to SR 73, Orange County, CA

Project Engineer in charge of the APS for all bridges and retaining walls for the proposed project to widen I-5 between SR 73 and El Toro Road. Tihomir's responsibilities included coordination with consultants, design team, and budget oversight.

RYAN LAU, PE

Stage Construction

LICENSES/CERTIFICATIONS

Civil Engineer in CA, No. 79299

ACADEMIC ACHIEVEMENTS

MS, Civil Engineering, University of California, Irvine

MS, Urban and Regional Planning,

University of California, Irvine

BS, Business Management, San Diego State University

Ryan has 8 years of transportation engineering experience and has served as the lead project engineer on numerous improvement projects including local streets, highway/freeway, and grade separations. He has delivered projects ranging from preliminary project studies to final PS&E. Ryan has experience leading teams, coordinating with clients, stakeholder agencies, and subconsultants, as well as managing scope, schedules, and budgets.

Irvine Business Complex Sidewalk Gap Closure, Irvine, CA

Project Engineer developed scoring criteria for sidewalk gaps within the Irvine Business Complex. Ryan's responsibilities included leading the creation of a priority list of the top six sidewalk projects, preparing preliminary plans and estimates, meeting with the City Project Manager and other city staff during design process, and determining utility impacts for the feasibility study. The project included an updated sidewalk inventory map.

Irvine Center Drive Pavement Rehabilitation, Irvine, CA

Design Engineer responsible the staging and traffic control for pavement rehabilitation on Irvine Center Drive from Culver Drive to Harvard Avenue. The project was designed in four months to meet funding requirements.

I-5 HOV Improvements from SR 55 to SR 57, Santa Ana, CA

Roadway Lead for final PS&E improvements to I-5 between SR 55 and SR 57. The 3-mile project will reduce congestion by adding an additional HOV lane in each direction. The project includes the demolition of a DAR/HOV drop ramp, and construction of a tieback/cantilever retaining wall under two parallel bridges. As part of final design, Ryan led the development of several geometric refinements, saving the project nearly \$3 million in construction costs. He also managed the design of other disciplines, wrote the Special Provisions and Supplemental Fact Sheets, and coordinated with Caltrans through comment resolution for concurrence on the final design.

ALICIA LEMKE

Environmental Mitigation/Permitting

ACADEMIC ACHIEVEMENTS

BA, Environmental Studies,

California State University, San Bernardino

Alicia has 17 years of experience with environmental analysis for a wide range of different public agency and Caltrans projects. She has managed, prepared, reviewed, and signed EDs for transportation related projects. She has the in-depth knowledge and expertise managing CEQA/NEPA documentation and ensures compliance to environmental laws, regulations, and processes. In addition to environmental services, Alicia has extensive experience working on projects involving Caltrans Local Assistance (federal aid) and has prepared funding applications and Local Assistance forms for federal funding authorizations.

Cabrillo Boulevard Pedestrian and Bicycle Improvements, Santa Barbara, CA

Environmental Manager responsible for leading the consultant effort during the environmental process. The project proposes to construct pedestrian and bicycle improvements on Cabrillo Boulevard, between Los Patos Drive and U.S. 101 southbound ramps, including the replacement of the Union Pacific Railroad (UPRR) Bridge and construction of intersection improvements at Cabrillo Boulevard and Los Patos Drive. The project aims to provide safe active transportation along Cabrillo Boulevard. Alicia oversees all aspects of NEPA and CEQA related compliance and provides Quality Assurance/Quality Control (QA/QC) on all technical studies and reports to ensure compliance with Caltrans NEPA-related policies and procedures and CEQA compliance.

Boulder Avenue Bridge Replacement at City Creek, Highland, CA

Environmental Project Manager responsible for leading the consultant effort during the environmental process. The project reconstructed the existing bridge across City Creek across Boulder Avenue from two to four lanes. Alicia provided QA/QC on all technical studies and reports to ensure compliance with Caltrans NEPA-related policies and procedures, which led to the issuance of a Section 6005 Categorical Exclusion (CE) for NEPA compliance.

I-15/I-215 Devore Interchange Reconstruction, Devore, CA

Improvements to the I-15/I-215 Interchange included widening I-15, providing truck bypass lanes through the interchange, reconstructing local interchanges, and reconnecting Cajon Boulevard between Devore Road and Kenwood Avenue. Ms. Lemke aided in managing a team and provided QA/QC of technical studies and environmental documents required for compliance.

BRETT MAKLEY, PE, ENV SP

Sustainability

LICENSES/CERTIFICATIONS

Civil Engineer in CA, No. 66397
ENVISION™ Sustainability Professional

ACADEMIC ACHIEVEMENTS

MS, Structural Engineering,
University of California, San Diego
BS, Structural Engineering,
University of California, San Diego

Brett has been in the field of bridge engineering for 16 years and has overseen structural work for numerous large-scale projects. He has worked on all phases of bridge design including APS, type selection, design of new bridges and bridge widenings, preparation of structure specifications and engineers' estimates, construction support services, and seismic retrofit of existing bridges. Brett is also passionate about sustainability and its incorporation to both the workplace and engineering design in order to meet current needs without compromising the ability of future generations to meet their own needs. Brett is a certified ENVISION™ Sustainability Professional (ENV SP).

Harbor Drive Pedestrian Overcrossing, San Diego, CA

Bridge Engineer for a self-anchored suspension bridge that spans a primary arterial and six railroad tracks belonging to BNSF and San Diego MTS. The structure utilizes a single 130-foot-tall inclined pylon with a single suspension cable supporting only one edge of the curved bridge deck. Primary access to the bridge deck is by means of grand staircase. For accessibility, a dual cab, glass enclosed elevator tower is located at the north end of the bridge and a connector ramp off the main bridge deck provides access to the elevators on the third level of the adjacent parking structure on the south end.

U.S. 101/Ralston Avenue Pedestrian/Bicycle Bridge, Belmont, CA

Project Manager for a 1,500-foot-long pedestrian/bicycle structure. The multi-award winning structure consists of a 10-span, 780-foot-long overcrossing, two ramp structures totaling 600 feet in length, and a 136-foot-long prefabricated simple span bridge. The overcrossing consists of two frames—the main frame is a haunched, cast-in-place prestressed concrete box girder and the other frame is a cast-in-place, reinforced concrete voided slab. The approaches to the overcrossing consisted of retaining walls and a bin-type ramp structure.

HUNTER RUTHRAUFF

Design and Visualizations

ACADEMIC ACHIEVEMENTS

MS, Architectural Design Computation,
University of Washington
BArch., Architecture,
California Polytechnic State University, Pomona

Hunter has 10 years of architectural design experience. As a bridge architect, his duties include architectural design, public outreach, visual quality manual development, visualization, graphic design, and 3D printing. His bridge design experience ranges from small pedestrian to large vehicular and transit structures. Hunter also has extensive knowledge of state-of-the-art fabrication techniques and computational methodologies that enable him to design complex, yet feasible and cost-effective structures. His ability to shape space and design details has translated into highly crafted and novel structures within the realm of bridge design where his expertise revolves around pedestrian, vehicular, transit, and rail bridges of multiple scales and structural typologies. His designs consistently weave sustainability, innovative geometry, landscape, and lighting into one harmonious process.

Fox River Pedestrian Bridge, Aurora, IL

This pedestrian bridge will unite the new park on the east to the existing neighborhoods and developments on the west, crossing over the Fox River and Blues Island. The structure will be a 7-span, 752-foot-long reinforced concrete box beam bridge on a reverse curve alignment. Hunter has been involved from the genesis of the project and has produced numerous architectural concepts and visualizations.

Shoemaker Bridge Replacement, Long Beach, CA

This \$600 million I-710 replacement project crosses the Los Angeles River near downtown Long Beach and encompasses a rejuvenation of Drake and Golden Park into one large cohesive scheme. Hunter was responsible for the architectural design of several concepts including a triple arch, unbalanced cable stayed, and butterfly arch along with landscape integration. He prepared 3D models and visualizations.

Mercer University Pedestrian Bridge, Macon, GA

This signature pedestrian bridge provides connectivity for the student housing, parking deck, nearby hotel, and retail shops on the south side of Mercer University Drive to the main campus and football stadium on the north side of the roadway. Hunter designed the entrance ramp and plaza for this pedestrian bridge on campus.

PETER SMITH, PE, ENV SP

Bridge Independent Check

LICENSES/CERTIFICATIONS

Civil Engineer in CA, No. 60122
ENVISION™ Sustainability Professional

ACADEMIC ACHIEVEMENTS

MS, Structural Engineering,
University of California, San Diego
BS, Civil Engineering, Temple University

Peter has 23 years of structural engineering experience with the last 18 years specializing in bridge engineering. He is proficient in the use of high level structural engineering software, has experience in cast-in-place concrete and precast concrete structures, steel bridges, bridge retrofitting and rehabilitation, complex soldier pile and tieback retaining walls, and has worked on local and large international projects. He manages projects from conceptual design through construction.

Idaho Avenue Pedestrian Overcrossing, Santa Monica, CA

Project Manager for the replacement of a pedestrian overcrossing and improvements to the connecting trail. The high-profile location of the overcrossing is a unique signature structure, chosen by the community, replaced the existing pedestrian bridge. The project was completed on an accelerated design schedule to allow for construction under the same road closure as the California Incline Bridge Replacement project and completed by the same contractor.

I-5 San Elijo Lagoon Bridge Replacement, Encinitas, CA

Senior Bridge Engineer responsible for providing independent check of a pedestrian bridge suspended below the San Elijo Lagoon and undercrossing bridges on I-5. Peter created a detailed time-dependent staged construction model of the bridge using Larsa 4D that started with the construction of the freeway bridges and the construction of the pedestrian bridge. He also created a shell model of the bridge using SAP 2000 to analyze the transverse behavior of the bridge deck from live loads and a sudden accidental break of a suspender cable.

Poinsettia Station Pedestrian Underpass, Encinitas, CA

Senior Bridge Engineer responsible for performing the independent check of a new pedestrian underpass constructed under an active railroad track. The structure is a 3-span bridge using precast slab girders with a total length of 61 feet. Designed according to American Railway Engineering and Maintenance-of-Way Association (AREMA) and Caltrans Seismic Design Criteria (SDC) codes, the bridge was constructed using accelerated construction techniques with weekend closures of the railroad.

LINO CHEANG, PE, GE

Geotechnical/Foundations

FIRM: EMI

LICENSES/CERTIFICATIONS

Civil Engineer in CA, No. 41401
Geotechnical Engineer in CA, No. 2345

ACADEMIC ACHIEVEMENTS

MS, Civil Engineering, University of Texas, Austin
BS, Civil Engineering, University of Texas, Austin

Lino has provided foundation design and geotechnical services for nearly 1,000 new, replacement, or widened structures throughout California for various transportation and public works agencies. These structures include pedestrian/bicycle bridges, railroad bridges, major water crossings, long viaducts, and overcrossings and undercrossings at major interchanges. Lino has worked closely with civil and structural engineers to develop and refine cost-saving schemes for foundations. He has designed roadway embankments and pavement structural sections statewide. Lino's philosophy for roadway embankment design is to use realistic soil strength parameters to avoid the need for extensive earthwork mitigations. He is very familiar with pavement design methods, specifically those published in the Caltrans Highway Design Manual.

I-5/Jamboree Road Interchange, Irvine, CA

Geotechnical Project Manager responsible for providing technical assistance in foundation design of tieback walls and pavement structural sections.

Jeffrey Trail Pedestrian Overcrossing and Jeffrey Bike Trail at I-405, Irvine, CA

Geotechnical Project Manager for a new pedestrian and approaches for a bike trail. Lino directed field and laboratory investigation to collect subsurface data for bridge foundation design and pavement structural sections.

I-405/Jeffrey Road-University Drive Overcrossing, Irvine, CA

Geotechnical Project Manager responsible for providing geotechnical services for the bridge widening, pavement structural sections, and retaining walls.

Sand Canyon Avenue Grade Separation, Irvine, CA

Geotechnical Project Manager responsible for all phases of geotechnical work. This work included field exploration, laboratory testing, and foundation design.

I-5/Culver Drive Interchange, Irvine, CA

Technical Reviewer responsible for QA/QC of the Materials Report and Geotechnical Design Report. This project included ramp improvements.

ERIC BROWN, PE, GE

Geotechnical/Foundations

FIRM: EMI

LICENSES/CERTIFICATIONS

Civil Engineer in CA, No. 60249

Geotechnical Engineer in CA, No. 2806

ACADEMIC ACHIEVEMENTS

MS, Civil Engineering, University of Colorado, Boulder

BS, Civil Engineering, California Polytechnic State University, San Luis Obispo

Eric has 25 years of experience managing geotechnical investigation, design, and construction support projects. He has conducted geotechnical design and analysis and prepared many Foundation, Geotechnical Design, and Materials Reports for bridge foundation and embankment design, roadway pavement sections, culvert corrosion, and standard and special soundwalls and retaining walls. Eric frequently interacts with Caltrans reviewers and has prepared written responses to their comments to obtain final approvals for various reports. He is familiar with equipment used in field explorations and Caltrans protocols for encroachment permits and site safety. Eric was previously employed as a Project Manager with a foundation drilling contractor providing him with the knowledge and understanding for constructability.

California Incline Bridge Replacement, Santa Monica, CA

Senior Geotechnical Engineer for the historic California Incline, which is a combination cut roadway and sidehill viaduct that scales the bluff from Pacific Coast Highway to Ocean Avenue just north of the I-10/Pacific Coast Highway Intersection. Eric provided geotechnical services during seismic evaluation, APS, and type selection phases of the project. He conducted field explorations, which consisted of several borings and performed laboratory soil testing. Eric also prepared a Preliminary Foundation Report. He worked closely with the designer and coordinated with the City of Santa Monica and Caltrans.

Las Flores Canyon Creek Pedestrian Bridge, Malibu, CA

Geotechnical Project Manager for the pedestrian bridge to connect the visitor parking area on Rambla Pacifico Road to the previously constructed park amenities on Las Flores Canyon Road. Eric directed all the geotechnical and foundation design work as well as performed QA/QC reviews.

Safe Routes to School, Encinitas, CA

Geotechnical Project Manager for sidewalk and surface improvements to improve pedestrian access and safety along Encinitas Boulevard. Eric supervised geotechnical investigation, design, and report preparation for a proposed retaining wall.

DAVID VOLZ, RLA, QSD/QSP, LEED AP

Landscaping/Aesthetics

FIRM: DVD

LICENSES/CERTIFICATIONS

Registered Landscape Architect in CA, No. 2375

Qualified SWPPP Developer/Practitioner, No. 1176

USGBC® LEED Accredited professional

ACADEMIC ACHIEVEMENTS

BS, Landscape Architecture, California State Polytechnic University, Pomona

Graduate Studies, Computer Applications for Landscape Architecture, California State Polytechnic University, Pomona

David has 30 years of experience in the design of successful public landscapes, streetscapes, and parks. He has managed public design projects including master planning, design, and construction of municipal projects for more than 100 public agencies in California. His extensive knowledge of landscape materials and vegetation provides a strong foundation for commission and council reports for agencies he has served. David has comprehensive experience in storm water treatments as a QSD/QSP and LEED accredited. Public landscape, streetscape, and parks are David's professional facilities. Serving in various capacities, he has overseen numerous award-winning projects throughout California.

Alton Parkway Pavement Rehabilitation from I-5 to Technology East, Irvine, CA

Landscape Designer for the final PS&E to rehabilitate the pavement, upgrade ADA, and video detection facilities within the project limits. The project includes asphalt paving, cold planning, crossfall correction, utility adjustments, curb and gutter, ADA sidewalk and curb ramp upgrades, and signal and signage improvements.

Harbor Boulevard Bike Trail, Costa Mesa, CA

Principal-in-Charge responsible for working with the client to determine project goals. David presented to the council/commission and served as quality control for delivering concept plans and construction documents. The landscaping improvements along the Harbor Boulevard Bike Trail provide a safety buffer between the trail and busy street, creating pleasant conditions for bicyclists and pedestrians.

Balboa Boulevard Landscape Enhancements, Newport Beach, CA

Principal-in-Charge responsible for working with the client to determine project goals. The project included 5 miles of arterial streets including the critical intersection of West Coast Highway and Balboa Boulevard.

TANYA JONES

Environmental Planning/Compliance

FIRM: ICF

ACADEMIC ACHIEVEMENTS

BA, Environmental Analysis and Design,
University of California, Irvine

With 9 years experience, Tanya is trained in environmental analysis and design and has experience preparing and managing CEQA and NEPA documents, as well as coordinating between applicants, lead agencies, and technical specialists to complete defensible environmental documents. Tanya has served as project manager, task lead, and lead author for a wide range of projects including commercial, residential, mixed-use, infill development, energy, transportation, and utility projects. She excels at collaboration and coordination with technical experts in a variety of disciplines, maintaining aggressive schedules, and ensuring quality products through her management and oversight skills.

Pistoia Apartments, Irvine, CA

Deputy Project Manager for the preparation of an IS and addendum to the Irvine Business Complex Vision Plan and Mixed-Use Zoning Code EIR for redevelopment of a 4.7-acre site with a 371-unit residential complex. The project site, currently contains two single-story light industrial buildings and associated parking, and is surrounded by office, manufacturing, industrial, and residential uses. Key environmental of the project issues include traffic, air quality, noise, hazards and hazardous materials, land use and planning, and public infrastructure.

SR 91 Auxiliary Lanes, Anaheim, CA

Author and Research Analyst produced comments summary table, updated cultural impact analysis, updated air quality report, researched and developed a cumulative projects list, updated IS, and prepared an executive summary for the water quality report.

SR 58 Hinkley Expressway, Hinkley, CA

Lead Author for the Relocation Impact Report (RIR) for the proposed project to widening and realigning a 9.3-mile segment of SR 58 near the unincorporated community of Hinkley. Key considerations of the RIR included displacement of 14 residential properties and two nonresidential properties, which would require the relocation of residences, agricultural activities, and businesses.

KEITH COOPER

Air Quality Specialist

FIRM: ICF

ACADEMIC ACHIEVEMENTS

MA, Urban Planning, University of California,
Los Angeles
BS, Business Administration,
California State University, Dominguez Hills

Keith has 16 years of professional experience as an air quality specialist preparing documents to meet CEQA and NEPA requirements. His areas of expertise include criteria pollutant and greenhouse gas (GHG) emissions inventories, air toxics health risk assessments, transportation conformity determinations, and general conformity determinations. Keith has prepared hundreds of air quality impact assessments/reports documenting air pollutant emissions and concentrations related to various public infrastructure and private development projects. Keith ensures consistency with federal Clean Air Act (CAA) mandates, demonstrate that federal-nexus transportation and non-transportation projects demonstrate CAA conformity per applicable rule.

Caltrans District 8 On-Call Environmental Services Task Orders (Contract No. 08A1169), Riverside and San Bernardino Counties, CA

Air Quality Task Leader prepared more than a dozen Air Quality Reports for various transportation improvement projects located throughout Riverside and San Bernardino Counties. Analysis included making transportation conformity determinations, performing carbon monoxide and particulate (PM10 and PM2.5) hotspot analyses, and evaluating mobile source air toxics for all projects.

Olympic West Pico Initiative EIR, Los Angeles, CA

Air Quality Task Leader evaluated impacts for the EIR to air quality at the local and regional levels. In addition, Keith evaluated the project's effect on GHG emissions and related contribution to global climate change. The proposed project would take place along Olympic Boulevard and Pico Boulevard between Centinela Avenue and Fairfax Avenue.

SR 60 Truck Climbing Lanes, Moreno Valley, CA

Lead Technical Analyst for the air quality report prepared for this project. Impact analyses include the evaluation of regional and local emissions for project construction and operations. Emissions evaluated include criteria pollutants, MSAT, and GHG emissions. Project-level CO and PM hot-spot analyses were also performed.

FAITH BAUM, IALD, LC, LEED AP

Bridge Aesthetic/Accent Lighting

FIRM: Illumination Arts

LICENSES/CERTIFICATIONS

Professional Member of International Association of Lighting Designers (IALD)
Lighting Certified by National Council on Qualifications for Lighting Professionals (LC)
USGBC® LEED Accredited Professional

ACADEMIC ACHIEVEMENTS

BA, New York University

Faith has 30 years in architectural lighting design, a background in theatrical lighting, and a long-standing reputation as a leader in business. Faith has designed the lighting for a wide variety of projects in all market sectors, from corporate interiors to signature bridges. Excellent at explaining the ephemeral qualities of lighting design to a lay audience, she has participated in many design charrettes with public project stakeholders. Faith is a member of the Transportation Research Board's Bridge Aesthetics Subcommittee and contributed to their Bridge Aesthetics Sourcebook.

Avalon Promenade and Gateway, Wilmington, CA

Lead Lighting Designer for a new development project to provide public waterfront access to the residents of Wilmington creating a connection and "window to the waterfront" within the POLA. The project's objective is to create a welcoming sanctuary from Harry Bridges Boulevard to Banning's Landing and the waterfront including a signature pedestrian structure to provide safe passage through the area.

St. Croix River Crossing, Stillwater, MN

Lead Lighting Designer for this bridge in an environmental sensitive area (ESA). Faith and her team developed a lighting design to enhance the unusual extradosed towers, while concealing and containing light sources. The custom-designed lighting of the shared path is integrated into the railing system to minimize light trespass while providing safety for evening pedestrians and bicyclists.

Laurel Street Overcrossing at SR 163, San Diego, CA

Principal-in-Charge and Lead Designer for a task order to light the façade of the Laurel Street Bridge, also known as the Cabrillo Bridge. Following detailed studies of lighting alternatives, the local aesthetics and historic preservation stakeholder group requested a mock-up, which involved the installation of temporary lights proposed. Once illuminated, the discussion shifted towards the brightness and color temperature, as it was evident this was the appropriate way to light the elegant, complex arches of the historic structure.

MEREDITH CHURCH, PG

ISA/Hazardous Waste Materials

FIRM: Leighton

LICENSES/CERTIFICATIONS

Professional Geologist in CA, No. 8326

ACADEMIC ACHIEVEMENTS

MS, Geology, Loma Linda University
BS, Biology with Minor in Chemistry, Southwestern College

Meredith has 15 years of experience conducting hydrogeologic, geologic, geochemical, and hazardous waste investigations. She has supervised all aspects of environmental assessment investigations including drilling soil borings, installing groundwater monitoring wells, oversight of Underground Storage Tank (UST) removals, and associated remedial excavations. Meredith has managed numerous aerially deposited lead (ADL) surveys, Phase I and Phase II Environmental Site Assessments, as well as the design, installation, operation, and maintenance of various soil/groundwater remediation systems utilizing vapor extraction and multiple phase extraction. She has utilized Risk Based Corrective Action to achieve regulatory closure with in-place soil and groundwater contamination.

Northbound SR 57 Widening from Katella Avenue to Lincoln Avenue, Orange County, CA

Project Manager for an Initial Site Assessment (ISA) Assessment to identify recognized environmental conditions (REC) in connection with the proposed widening of a 3-mile alignment. The ISA included records review, site reconnaissance, and interviews. Recommendations were provided with regard to factors that may have potential environmental impact, properties of potential environmental concern, asbestos-containing materials and lead-based paint, a soil mitigation plan, and construction observations.

Goldline Foothill Extension Santa Anita Underpass, Arcadia, CA

Principal Manager for an ISA for the construction of the new Santa Anita Underpass at SR 210 to connect to the existing tracks in the median between the east and westbound lanes. Meredith completed the site inspection, evaluated a regulatory database report, and reviewed Leighton's documents of the 24-mile alignment for the Goldline Foothill Extension.

SR 91 Widening, Anaheim and Fullerton, CA

Project Manager for an ISA and ADL Study. The ISA evaluated properties for three build alternatives and more than 40 properties were identified with previous environmental concerns, such as a former UST and two gas stations adjacent to the site with potential to impact the widening construction activities.

GARY HANSEN, PE, TE

Traffic Signals/ITS/Electrical Lighting

FIRM: LCI

LICENSES/CERTIFICATIONS

Civil Engineer in CA, No. 26543

Traffic Engineer in CA, No. 0328

ACADEMIC ACHIEVEMENTS

MS, Civil Engineering, University of California, Berkeley

BS, Civil Engineering, University of California, Los Angeles

Gary has 30 years of experience in planning, design, and maintenance of a wide range of transportation projects. He has worked for cities and consulting firms in the fields of transportation project, system management, traffic engineering design, traffic operations analysis, transportation planning, and expert witness/accident analysis.

SR 241 and Oso Parkway Bridge, Orange County, CA

Project Manager for the preparation of electrical PS&E and Transportation Management Plan (TMP) for the extension of the SR 241 toll road from its present terminus at Oso Parkway south to Los Patrones Parkway, a new road being built by Orange County north from Cow Creek Road. Gary's tasks included design of temporary signal systems at the existing SR 241 ramp intersections on Oso Parkway, design of a new ramp meter on the southbound Los Patrones Parkway on-ramp, and extending power and communications to the new mainline toll gantries.

I-5 HOV Between SR 55 and SR 57, Orange County, CA

Gary managed the Electrical PS&E for the provision of a second HOV lane on I-5 in Santa Ana from SR 55 to SR 57. Plans included new lighting and sign illumination equipment and the necessary modifications to existing lighting, sign illumination, traffic signals, ramp meters, traffic monitoring stations, and the fiber optic communication system along the 3.2-mile segment.

I-5 HOV Extension – Segment 2: Avenida Vista Hermosa to Camino Estrella, Orange County, CA

Gary managed electrical engineering design plans and was responsible for preparing stage construction and permanent lighting and sign illumination, traffic signal, ramp metering, traffic monitoring station, changeable message sign, closed-circuit television (CCTV), and fiber optic communication system plans.

I-5 HOV Extension – Segment 3: PCH/Camino Las Ramblas to San Juan Creek Road, Orange County, CA

The final segment of the I-5 HOV Improvement project begins at the end of Segment 2 and continues to San Juan Creek Road. Gary developed the TMP and supervised the preparation of the permanent lighting and sign illumination, traffic signal, ramp metering, CCTV, and fiber optic communication plans.

MANISHA HUNTER

Right-of-Way

FIRM: OPC

LICENSES/CERTIFICATIONS

Real Estate Sales Person in CA, No. 1608402

Real Estate Appraiser in CA, No. AR03390

ACADEMIC ACHIEVEMENTS

MBA, Business Administration,

Rochester Institute of Technology and Science

BS, Mathematics and Management, BITS Pilani, India

Manisha 16 years of experience with infrastructure projects and real estate services including right-of-way acquisition and project management for challenging projects. Manisha has successfully negotiated hundreds of easements, fee purchases, consents, crossings, temporary entry permits, construction permits, relocation costs, loss of goodwill, leases, and mitigation requirements for large capital projects with private land owners and city, county, and governmental agencies.

Highway 111 Street Improvements, Indio, CA

Project Manager providing oversight of acquisition of 45 Right-of-Entry (non-compensable) permits from commercial property owners for street improvements for City of Indio. The project involves temporary construction easements to facilitate construction to tie existing driveways to the project's improved sidewalks.

Jackson Street and Monroe Street Interchanges, Indio, CA

Project Manager responsible for providing cost estimates to support the Caltrans PSR-PDS project initiation process. This project is being implemented by City of Indio to alleviate current traffic congestion, which proposes tight diamond and point urban interchange alternatives.

El Toro Ethanac Expressway, Lake Elsinore and Perris, CA

Senior Project Manager responsible for the preparation of the right-of-way cost estimates for three alternative design layouts for improvements to both the Nichols Road Extension and Ethanac/Highway 74 Corridors implemented by RCTD. Manisha's tasks included preparation of a cost estimate including the acquisition, relocation, site improvements, demolition, cost to cure, severance, and support costs, and preparation of Right-of-Way Cost Component Forms per Caltrans requirements for approximately 50 parcels per alternative.

I-805/Palm Avenue Interchange Improvement, San Diego, CA

Senior Project Manager responsible for the preparation of the preliminary right-of-way and utility cost estimates/right-of-way data sheets for two interim and ultimate alternatives for improvements to the this interchange.

MAURO POYAOAN

Potholing/GPR

FIRM: SafeProbe

ACADEMIC ACHIEVEMENTS

BS, Civil Engineering

Mauro has 15 years of practical experience in utility survey, utility engineering, and transportation. He has managed underground utility surveys using electronic detection and vacuum technology extraction to positively identify underground utilities for major projects such as the Westside Subway Extension in Los Angeles. He has successfully completed large underground utility survey in other operational facilities such as railroad, airport/aviation, and major highways and freeways.

OC Streetcar, Orange, CA

Project Manager responsible for the potholing operations, weekly schedule coordination with utility owners' meetings, obtaining required permits for potholing, developing a work plan, and preparation of the temporary traffic control plan.

I-5 HOV Widening - Segment 2, San Juan Capistrano, CA

Project Manager responsible for the potholing operations, weekly schedule coordination, permits for potholing, work plan development, and temporary traffic control plans.

Westside Subway Extension, Los Angeles, CA

Project Manager responsible for the potholing operations, weekly schedule coordination with utility owners' meetings, obtaining required permits for potholing, developing a work plan, and preparation of the temporary traffic control plan.

Metro Express Lane, Los Angeles, CA

Project Manager responsible for the potholing operations, weekly schedule coordination, permits for potholing, work plan development, and temporary traffic control plans.

Southern California Regional Railway Authority (SCRRA) Metrolink Expansion, Los Angeles, CA

Project Manager responsible for the potholing operations, weekly schedule coordination with utility owners' meetings, obtaining required permits for railroad right-of-way/City for performing potholing, developing a work plan, and preparation of the temporary traffic control plan.

MARTY SMITH, PLS

Surveying

FIRM: Towill.

LICENSES/CERTIFICATIONS

Professional Land Surveyor in CA, No. 8070

ACADEMIC ACHIEVEMENTS

AS, Surveying, Palomar Community College

Marty has 18 years of land surveying experience. His responsibilities include field-to-finish data management utilizing various CAD platforms, analysis of survey data, preparation of land title descriptions and exhibits, right-of-way engineering, and the preparation of maps, title documents, reports, and project exhibits. He recently served as the Project Surveyor for the City of Irvine's Alton Parkway Pavement Rehabilitation project, making him very familiar with the City's policies, procedures, and preferences. Marty is also responsible for managing staff resources, coordination, budget and schedule management, and quality control.

Alton Parkway Pavement Rehabilitation from I-5 to Technology East, Irvine, CA

Project Surveyor responsible for performing horizontal and vertical control surveys, topographic surveys, and centerline surveys for a 3,000-foot portion of Alton Parkway near the Irvine Spectrum. Utilizing a combination of conventional survey methods and 3D laser scanners, Marty collected full street topographic data without impeding traffic or closing a lane. The final data was mapped, a digital terrain model created, and all delivered to the design team in MicroStation and InRoads format.

Oso Parkway Bridge, Mission Viejo, CA

Project Surveyor responsible for providing topographic design surveys, pavement surveys, and drainage surveys along 4,000-feet of SR 241 and Oso Parkway. The project will redesign the interchange at the SR 241 and Oso Parkway, tying into the proposed Los Patrones Parkway. Marty coordinated field surveys, performed cadastral research for centerline computations and monument preservation, reduction of topographic surveys, and prepared an existing conditions Record of Survey.

Gene Autry Way Improvements, Anaheim, CA

Project Surveyor for the design surveying services for improvements to widen Gene Autry Way from four lanes to a six-lane divided facility with raised medians and storm drains, improving the arterial service level. Services included horizontal and vertical controls, aerial photogrammetric mapping, topographic design surveys, centerline surveys, right-of-way acquisition support, legal descriptions and plats, and specific details on various utility features within the project limits.

ANTHONY DeFRANCESCO, CEI

Elevator Design

FIRM: VTX

LICENSES/CERTIFICATIONS

Certified Elevator Inspector in CA, No. 4256

ACADEMIC ACHIEVEMENTS

BS, Mechanical Engineering Technology,
Temple University

Anthony has 26 years of experience providing design services for vertical transportation systems including elevators, escalators, and moving walks throughout southern California. He served as the Project Manager for the City of Anaheim Elevator and Escalator Design for the Anaheim Regional Transportation Intermodal Center (ARTIC) project where he was responsible for providing schematic design, construction documents, and post design services for the new elevators and escalators for the facility.

ARTIC Elevator and Escalator Design, Anaheim, CA

Project Manager responsible for providing schematic design, construction documents, and post design services related to the elevators and escalators at the ARTIC facility. The transportation hub will serve as a major gateway and mixed-use destination for Orange County and Southern California, linking commuter and regional rail services, intercity buses, taxis, and local transit. Future phases will expand the center to accommodate California High-Speed Rail to destinations such as San Francisco and Sacramento, and serve as the last station for the super-speed train between Las Vegas and Southern California.

LAX Vertical Transportation Needs Assessment Phase I, Los Angeles, CA

Project Manager responsible for the inspection, evaluation, and modernization/replacement needs assessment of vertical transportation equipment located at LAX. Phase 1 consisted of 34 elevators and 34 escalators categorized as Priority I units.

LAX Elevator and Escalator Modernization, Los Angeles, CA

Project Manager responsible for providing elevator, escalator, and moving walk assessments, design, and construction support services related to the modernization and replacement of 155 Priority II and III units at LAX. This assignment is a continuation of similar work VTX performed for 68 Priority I units at the airport, for a total of 223 units designed by VTX.

Phoenix Sky Harbor International Airport (PHX) Sky Train, Phoenix, AZ

Discipline Lead responsible for providing design and support for the vertical circulation elements for the fixed facilities portion of the PHX Sky Train Phases Stage 1 and Stage 1A.

PREVIOUS WORK EXPERIENCE AND REFERENCES

The TYLI Team has recent experience with pedestrian bridge and complex structure design, traffic engineering, landscaping, and intersection modifications. These infrastructure projects demonstrate a proven record of successful performance that our team will bring to your project. As requested, this section includes summaries and references for projects involving work components of similar nature to the City's project, as well as an additional matrix to further highlight our experience.

REFERENCES

In accordance with the RFP, we have provided former client references for the City of Irvine to contact. Our history with each client includes projects which are similar to that of the Jamboree/Michelson Pedestrian Bridge project.

CITY OF SAN DIEGO

Contact Name	Frank Gaines, PE
Address	525 B Street, Suite 750, MS 908A San Diego, CA 92101
Phone No.	(858) 627-3252
Relevant Projects	» Harbor Drive POC » Georgia Street Bridge over University Avenue Seismic Retrofit

CITY OF TUSTIN

Contact Name	Ken Nishikawa
Address	300 Centennial Way Tustin, CA 92780
Phone No.	(714) 573-3389
Relevant Project	» Legacy Park Pedestrian Bridges

PORT OF LOS ANGELES (POLA)

Contact Name	Hugo Cisneros, PE
Address	425 S. Palos Verdes Street San Pedro, CA 90731
Phone No.	(310) 732-3687
Relevant Project	» Avalon Promenade and Gateway

Table 7.2 Relevant Project Experience Matrix

CONSULTANT TEAM'S EXPERIENCE ON SIMILAR PROJECTS	PROJECT COMPONENTS													
	Local Permitting/Approvals	CEQA Process/Document	Final Design	Active Transportation	Signature Bridge/Landmark	Elevators/Staircases	Survey/Mapping	Geotechnical Investigations	Drainage	Utilities	Right-of-Way	Landscaping/Architecture/ Lighting	Caltrans Coordination	Public Outreach
T.Y. LIN INTERNATIONAL														
Idaho Avenue POC, Santa Monica, CA	●	●	●	●	●	●	●	●	●			●		●
Harbor Drive POC, San Diego, CA	●	●	●	●	●	●	●	●	●	●	●	●		●
Avalon Promenade and Gateway, Wilmington, CA	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Legacy Park Pedestrian Bridges, Tustin, CA	●				●	●	●	●		●	●	●		●
Glendale Narrows Riverwalk Phases II & III, Glendale, CA	●	●			●	●	●	●	●		●	●		●
Pacific Coast Highway Pedestrian Bridge, Dana Point, CA	●	●	●	●	●	●	●	●			●	●	●	●
Lower Sunset Ridge Park Bridge, Newport Beach, CA	●	●		●	●	●	●	●			●	●	●	●
Ralston Avenue Pedestrian Bridge, Belmont, CA	●	●	●	●	●		●	●			●	●	●	●
Elmore Pedestrian Bridge, Tempe, AZ	●		●		●		●	●	●		●	●		●
Shoemaker Bridge Replacement, Long Beach, CA	●	●		●	●		●	●	●	●	●	●	●	●
Cabrillo Boulevard Pedestrian Improvements, Santa Barbara, CA	●	●	●	●			●	●		●	●		●	●
I-5 San Elijo Lagoon Bridge Replacement, Encinitas, CA	●	●	●	●			●	●	●	●	●	●	●	●
Borregas Avenue Overcrossings, Sunnyvale, CA	●	●		●			●	●			●	●	●	●
Mercer University POC, Macon, GA	●			●	●	●	●	●			●	●		●
Peachtree Parkway Pedestrian Bridge, Peachtree Corners, GA	●		●		●	●	●	●			●	●		●
College Avenue POC at San Diego State University, San Diego, CA	●			●	●	●	●	●				●		
POC at University Metrorail, Miami, FL	●			●	●	●	●	●			●	●		●
Scioto River Pedestrian Crossing, Dublin, OH	●		●		●		●	●	●		●	●		●
Fox River POC, Aurora, IL	●				●		●	●	●		●	●		●
I-4 Ivanhoe Pedestrian Bridge, Orlando, FL	●			●	●		●	●	●		●	●		●
North Atwater Non-Motorized Multi-Use Bridge, Los Angeles, CA	●	●		●			●	●						●
EARTH MECHANICS														
Kelvin Pedestrian Bridge, Irvine, CA	●							●						
California Incline, Pier Bridge, & Idaho Avenue POC, Santa Monica, CA	●	●	●	●	●	●	●	●	●			●		●
DAVID VOLZ DESIGN														
Harbor Boulevard Bike Trail, Costa Mesa, CA	●		●	●					●			●		●
Balboa Boulevard Landscape Enhancements, Newport Beach, CA	●		●	●						●		●	●	●

Table 7.2 Relevant Project Experience Matrix (continued)

CONSULTANT TEAM'S EXPERIENCE ON SIMILAR PROJECTS	PROJECT COMPONENTS													
	Local Permitting/Approvals	CEQA Process/Document	Final Design	Active Transportation	Signature Bridge/Landmark	Elevators/Staircases	Survey/Mapping	Geotechnical Investigations	Drainage	Utilities	Right-of-Way	Landscaping/Architecture/ Lighting	Caltrans Coordination	Public Outreach
	ICF													
	SR 55/Meats Avenue New Interchange, Orange, CA	●	●		●								●	●
	SR 91 Auxiliary Lanes, Anaheim, CA	●	●		●								●	●
	Second Street Bridge over Warm Creek Rehabilitation, San Bernardino, CA	●	●		●	●							●	
	ILLUMINATION ARTS													
	Avalon Promenade and Gateway, Wilmington, CA	●	●		●	●	●	●	●	●	●	●	●	●
	Laurel Street Overcrossing at SR 163, San Diego, CA					●			●	●		●	●	●
	St. Croix River Crossing, Stillwater, MN				●	●						●		●
	LEIGHTON CONSULTING													
	SR 138 Improvements, Palmdale, CA	●	●		●			●	●	●	●	●	●	●
	SR 57 Widening, Anaheim, CA	●	●		●			●	●	●	●	●	●	●
	Gerald Desmond Bridge Replacement, Long Beach, CA	●	●		●	●		●	●	●	●	●	●	●
OVERLAND PACIFIC & CUTLER														
Gerald Desmond Bridge Replacement, Long Beach, CA	●	●		●	●		●	●	●	●	●	●	●	
I-405 Widening, Orange County, CA				●	●		●		●	●	●		●	
Bristol Street Widening, Santa Ana, CA				●			●	●	●	●	●	●	●	
TOWILL														
Alton Parkway Pavement Rehabilitation, Irvine, CA			●	●			●			●	●	●	●	
I-215/Placentia Avenue Interchange Improvement, Riverside County, CA	●	●	●				●	●			●		●	
VERTICAL TRANSPORTATION EXCELLENCE														
Anaheim Regional Transportation Intermodal Center, Anaheim, CA	●			●		●				●		●		
Phoenix Sky Harbor International Airport (PHX) Sky Train, Phoenix, AZ	●			●		●				●		●		

Idaho Avenue Pedestrian Overcrossing

Santa Monica, CA

T.Y. Lin International



Replacing the original structure from 1957, **TYLI** designed this new landmark pedestrian bridge, which is a curving structure with a signature V-shaped pier that emerges seamlessly from the historic Idaho Trail and spirals tightly around the vertical clearance envelope of the California Incline roadway. Connecting to a new multi-use pedestrian/bicycle path, the bridge offers panoramic views while providing users with a safer, more efficient path of travel. As the prime consultant for the City of Santa Monica, TYLI provided concept alternatives analysis, architectural design and visualization, final bridge design, PS&E, and construction support for the overcrossing, as well as improvements to the Idaho Trail, which runs along the coastal bluffs to Palisades Park, an important local destination.

Challenges overcome included working with an existing trail with a steep 10% grade, space limitations, location between steel, erodible cliffs and the City property line, and a large elevation drop between the Idaho Trail and the roadway.

The design for the aesthetic, sculptural profile of the Idaho Avenue Pedestrian Overcrossing was selected by the community for its resemblance of a nautilus shell, which successfully facilitates its connection to the ocean.

EMI provided geotechnical and foundation recommendations during design, reviewed construction plans, and provided geotechnical services during construction.

Completion	2016
Client Reference	City of Santa Monica Zach Pollard City Project Manager (310) 458-8726

Mercer University Pedestrian Bridge

Macon, GA

T.Y. Lin International



TYLI managed this signature pedestrian bridge project while providing Owners Representative services and portion of the design work. The project was completed as a P3 between Macon-Bibb County, Mercer University, and Sierra Development, which provided the new student housing on the south side of the bridge. The bridge was delivered as a construction management at risk (CMAR) contract through Macon-Bibb County.

The signature structure provides the main connectivity for the student housing, parking deck, nearby hotel, and retail shops on the south side of Mercer University Drive to the main campus and football stadium on the north side of the roadway. The final connection beyond the stairs to the university stadium via a campus promenade. The bridge was planned by TYLI as a multi-modal system for pedestrians, bicyclists, and a future light-rail transit (LRT) station near the bridge.

The bridge is a tied arch structure connecting The Lofts on the south side and has an elevator and monumental stairs at the Mercer University entrance on the north side. TYLI provided architectural and structural design for the bridge foundations, elevator, and stairs including electrical and mechanical engineering.

Completion	2016
Client Reference	Macon-Bibb County (P3 with Mercer University and Sierra Development) Clay Murphey City Engineer (478) 447-3263

Avalon Promenade and Gateway

Wilmington, CA

T.Y. Lin International



TYLI is the prime consultant providing conceptual and final design services for this waterfront pedestrian bridge and park. As part of POLA’s program to revitalize the Los Angeles waterfront, this project will improve access from Wilmington to the waterfront by constructing a new pedestrian bridge and enhance existing access to the Avalon Promenade. The project will also construct an entry plaza and gateway feature to welcome visitors to the promenade.

TYLI is developing an architectural and engineering vision plan for a signature, 1,300-foot-long structure while thoughtfully integrating it into the surrounding development. The work includes alignment and integration with the waterfront, structural, architectural, and civil design, landscape architecture, and provisions for accents and public art displays. Similarly, for the entry plaza, TYLI will prepare an architectural and engineering vision plan for approximately 12 acres of open public space with careful consideration for the environmental and cultural history of the community.

TYLI has successfully completed the public outreach phase of this project and final design is underway.

Lower Sunset Ridge Park Bridge

Newport Beach, CA

T.Y. Lin International



TYLI prepared a feasibility study for this pedestrian bridge crossing Pacific Coast Highway (PCH) as part of the Newport Beach Bicycle Master Plan Update, for the City of Newport Beach.

The proposed bridge crossing PCH and Superior Avenue serving as a potential gateway structure into Newport Beach for travelers along southbound PCH. TYLI’s in-house bridge architects developed several alternatives for the site including a wave structure drawing inspired by Newport Beach’s famous surf spot, “The Wedge.”

The bridge connects nearby Sunset Ridge Park and a beach parking lot. It will serve bicycles and pedestrians by providing better and safer access to the park. TYLI’s feasibility report included concept drawings, renderings, cost estimates, and constructability analysis.

The City ultimately chose the wave alternative for further consideration and funding research.

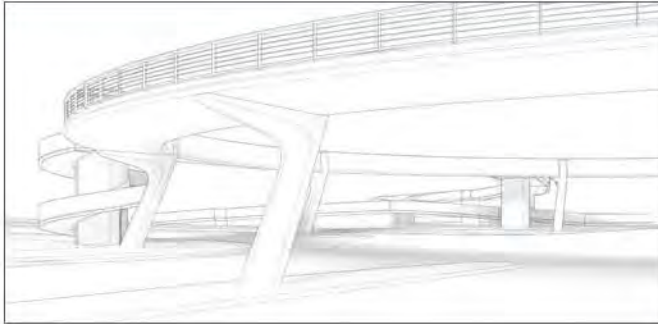
Completion	Ongoing
Client Reference	Port of Los Angeles Hugo Cisneros Civil Engineer Associate (310) 732-3687

Completion	Ongoing
Client Reference	City of Newport Beach Andy Tran City Engineer (949) 644-3319

Legacy Park Pedestrian Bridges

Tustin, CA

T.Y. Lin International



As a result of the Base Realignment and Closure Act of 1990, Marine Corps Air Station (MCAS) Tustin was officially closed in 1999. The City of Tustin now has an opportunity to develop the 84-acre parcel of land located in the heart of the City. The site, known as Tustin Legacy Park, is home to two hangars which are the largest free-standing wooden structures in the world. The City has tasked **TYLI** with development and design of three pedestrian bridges, consistent with the site's architectural theme, which will allow users of the proposed mixed-use development to pass over the roadway intersection safely. The bridges will connect pieces of a linear park, transversing diagonally from one end of the new development to the other.

TYLI is working closely with the City Manager's office and Public Works Department to develop bridge concepts that seamlessly tie into the location and follow the architectural theme.

The signature structure within the bridge series will be comprised of an elevated concrete ring which encircles one of the busiest intersections. This will allow pedestrians and bicyclists to enter or exit the elevated walkway at each of the four corners of the intersection. These structures are designed to directly link into the planned new high school as well as the park's future transit center.

Completion	Ongoing
Client Reference	City of Tustin Ken Nishikawa Deputy Director of Public Works (714) 573-3389

Glendale Narrows Riverwalk, Phases II & III

Glendale, CA

T.Y. Lin International



The Glendale Narrows Riverwalk runs along the north bank of the Los Angeles River opposite Griffith Park from Bette Davis Park past DreamWorks Studios to SR 134. When complete, the Riverwalk will provide approximately one new mile of trails for bicyclists and pedestrians including parks, rest areas, river overlooks, and equestrian facility, interpretive signage, a public art project, a bridge connecting Riverwalk to Griffith Park, and a bridge connecting to North Atwater.

TYLI provided architectural concepts and engineering for 15 bridge designs, from multi-spans to single-spans and from conservative to contemporary in concept. Public comments were received during three public workshops. Strong support for a "garden bridge" was garnered.

The bridges must conform to regulatory guidelines as required by USACE considering water flow in the river. As well, requirements of the permitting agencies must be adhered to. Key criteria for the type selection process included the number of piers and their location in the Los Angeles River due to river flow impacts and river operations.

Over a six-month period, the 15 designs were reduced to seven alternatives. The next phases of the project will be to complete the preliminary and final design of the "garden bridge."

Completion	Ongoing
Client Reference	Glendale Public Works Department Johannes Merkler (Atkins, Inc.) Project Manager (858) 735-9991

North Atwater Non-Motorized Multi-Modal Bridge

Los Angeles, CA

T.Y. Lin International



TYLI is providing construction engineering with significant design support during construction of this new non-motorized multi-modal bridge project as a task order under an on-call contract with the City of Los Angeles Department of Public Works. The project is located 0.5 miles north of Los Feliz Boulevard and will connect the two river banks of the Los Angeles River. The proposed cable-stayed bridge will be approximately 325 feet long, 35 feet wide, and have two separate paths for equestrians and pedestrians/bicyclists. The new structure will require a single concrete pier located in the Los Angeles River and two abutments on each end of the bridge.

Initiated by a local non-profit group, the bridge was gifted to the City for construction. The project was awarded to a contractor when TYLI came on board. Project plans were incomplete and required significant review, numerous construction details, and evaluation of critical elements including foundation, center pylon, and environmental footprint. TYLI designers are providing sound and buildable construction plans without disrupting the contractor's schedule. TYLI construction managers are controlling costs while coordinating field challenges and design modifications.

Completion	Ongoing
Client Reference	City of Los Angeles Shirley Lau Bridge Improvement Division Engineer (213) 847-5228

Galveston Pedestrian Bridge

Chandler, AZ

T.Y. Lin International



The Galveston Bridge is a vital link to the re-establishment of Chandler's Bike System, maintaining the City's reputation as "the most connected City in the Valley." This bicycle/pedestrian bridge is site specific in its location and is integrated into the earth embankments on both sides of the Loop SR 101, as well as onto the existing concrete pier, spanning the freeway and frontage roads. This pedestrian bridge consists of three distinct superstructures including a single steel box girder over the SR 101, a single cast-in-place box girder over Price and frontage roads, and a concrete slab at the ramp locations. Decorative fence and sails were added to mimic the theme of the nearby Thude Park—a common ground for radio controlled aircraft.

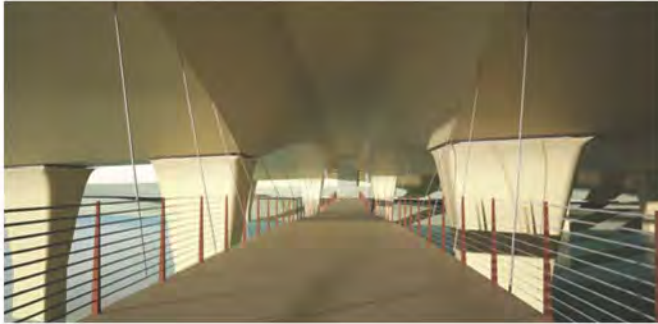
In addition to design, **TYLI** was responsible for post-design services during construction. This included attending weekly meetings, addressing requests for information (RFI), and reviewing shop drawings for the steel and concrete box girders, aesthetic panels, lighting, landscape materials, and falsework. TYLI worked closely with the City of Chandler to coordinate changes during construction. A staircase was added after 95% plans were completed to give pedestrians more accessibility to the bridge. The staircase was designed on reversing curves to avoid an adjacent fiber optic duct bank. In addition, decorative lighting and brick pavers were installed at the landings to give pedestrians a welcoming entrance to the bridge.

Completion	2015
Client Reference	City of Chandler Daniel Cook, PE Transportation Manager (480) 782-3403

I-5 San Elijo Lagoon Bridge Replacement

Encinitas, CA

T.Y. Lin International



TYLI was selected to partner with Caltrans District 11 on the design structures for Phase I of the I-5 North Coast Corridor project (I-5 NCC). The I-5 NCC is a \$6.5 billion, long-term renovation of 27 miles of coastal I-5 over the next 30 years. Caltrans is administering the contract through a construction manager/general contractor (CM/GC) procurement method.

The Phase I construction package consists of extending a single HOV lane from its current location to Batiquitos Lagoon. A key crossing occurs at the San Elijo Lagoon, where the existing bridge will be widened through replacement in stages and lengthened to improve the tidal flushing and overall long-term health of the lagoon.

Recognizing the uniqueness of the lagoon crossings, special emphasis was placed on proposed structure aesthetics to meet the concerns of the community and California Coastal Commission. Working with Caltrans, TYLI designed a graceful haunched bridge with a unique hanging cable-supported pedestrian/trail bridge spanning the lagoon. The pedestrian bridge is a key element in creating connectivity for the local trail system, as well as providing a unique experience for the user.

TYLI is also assisting Caltrans with the procurement and selection of the CM/GC team. The I-5 NCC project is the first CM/GC project for Caltrans District 11 and the largest of seven CM/GC pilot projects for Caltrans.

Completion	Ongoing
Client Reference	Caltrans District 11 Arturo Jacobo Task Order Manager (619) 688-6816

Iconic Scioto River Pedestrian Bridge

Dublin, OH

T.Y. Lin International



The City of Dublin is developing a vibrant, walkable mixed-use district around the civic and historic core of the city. The Dublin Riverside Park features an open space and infrastructure designed to support a live-work-play environment. This signature, iconic structure will serve as a critical transportation link for pedestrians and bicyclists spanning the Scioto River.

TYLI is the prime consultant for final design of Scioto River crossing. Scope of services include working with the City to develop the initial concept proposed by the architect, as well as working with local structural, civil, and electrical firms to foster the local consultant participation and presence.

The result will be a graceful, 760-foot-long bridge along an S-curve alignment passing through the focal tower element is a "needle hole" concrete pylon. The main suspension bridge span is 500 feet with four 65-foot approach spans. The steel box girder is an asymmetric V-shape which changes shape as you cross the bridge but maintains a 14-foot clear deck width from end to end. The pylon is a total of 176 feet tall and stands 110 feet tall above the walking surface. The bridge alignment is designed to connect the public right-of-way at each landing, and provide a key segment between major park activities and events in the neighborhood, park, and river. The bridge is designed in accordance with ADA and provides access at the East and West landings using a combinations of elevators, stairs, and ramps.

Completion	Ongoing
Client Reference	City of Dublin Meghan O'Callaghan Public Works Director (614) 410-4751

Peachtree Parkway Pedestrian Bridge

Peachtree Corners, GA

T.Y. Lin International



TYLI is designing an iconic pedestrian bridge for the City's trail network. The bridge will span Peachtree Parkway from The Forum to the City's new Town Center. The bridge will wind its way across the busy road meandering along a creek and botanical garden and terminate at the Town Center.

The design includes a path, park benches, landscaping, and other features for residents to enjoy. During a presentation hosted by the United Peachtree Corners Civic Association (UPCCA), attendees were treated to a special 3D fly-through which simulated the path of the new bridge.

The project is currently in the conceptual design stage and TYLI is coordinating with the Georgia Department of Transportation on the structural requirements and permitting for portions of the bridge within the Peachtree Parkway right-of-way.

Pedestrian Study: TYLI prepared a pedestrian study which incorporated a demand forecast for the new pedestrian bridge. The study determined the propensity of pedestrians to use the new bridge spanning a major arterial between the two commercial/retail venues. The study demonstrated that a convenient and iconic bridge would encourage pedestrian access and movement between a movie theater and restaurant in lieu of vehicular travel.

Completion	Ongoing
Client Reference	City of Peachtree Corners Diana Wheeler Community Development Director (678) 691-1200

Shoemaker Bridge Replacement

Long Beach, CA

T.Y. Lin International



The Shoemaker Bridge Replacement is part of the I-710 corridor improvements funded by Metro. The project, led by the City of Long Beach, will incorporate multi-use access to parks, the Los Angeles Riverfront, and pedestrian/bicycle paths over the Los Angeles River.

TYLI prepared the bridge type study which included the evaluation of cost and feasibility to re-purpose the existing bridge into a park-like facility as an extension of the existing waterfront parkland. In addition, the project features a new highway bridge crossing over the river to replace the existing one.

The proposed Shoemaker Bridge provides connectivity between downtown Long Beach and I-710. The bridge spans the Los Angeles River and connects on the downtown side to 7th Street and Shoreline Drive via a roundabout, providing direct access to I-710 mainline on the west side. The bridge study evaluated several signature bridge concepts as well as more conventional concepts. Due to the constraints per USACE, segmental construction (from overhead) was considered. Pending approval of the bridge concept, TYLI will complete final design of the bridge.

Completion	Ongoing
Client Reference	City of Long Beach Camilo Rocha (HDR) Project Manager (714) 730-2339

Las Flores Canyon Creek Pedestrian Bridge

Malibu, CA

Earth Mechanics, Inc.



The Las Flores Canyon Creek bridges crosses over the canyon between Rambla Pacifico Road and Las Flores Canyon Road, approximately 450 feet north of Pacific Coast Highway. The Las Flores Creek Pedestrian Bridge will connect the visitor parking area on Rambla Pacifico Road to the previously constructed park amenities on Las Flores Canyon Road. The bridge will provide access accommodations in compliance with current ADA standards.

EMI conducted a field investigation with general geology and subsurface conditions, seismic evaluation, abutment stability evaluation, and corrosion study. EMI also prepared a Foundation Report summarizing the findings and is provided design and construction recommendations for the bridge foundation, as well as provided construction support services.

Harbor Boulevard Bike Trail

Costa Mesa, CA

David Volz Design



TYLI Harbor Boulevard in the City of Costa Mesa is a busy six-lane roadway with an attractive bike trail running along it between Fair Drive and Merrimac Way. **DVD** provided the landscape improvements along this meandering pathway creating an inviting experience for its users.

The old asphalt bike trail was dilapidated and unsafe, constructed with long swaths of turf grass on either side. It was not much to look at, nor was it indicative of the vibrant streetscape of the new Harbor Boulevard improvements. The turf grass was removed and replaced with attractive planting and sustainable materials that require less water and maintenance. The bike trail itself was completely raised and rebuilt. The enhanced 12-foot-wide trail reflects a unifying theme of well-conceived public works projects that reflect the vibrancy of Costa Mesa.

The bike trail connects to the Joann Street Bike Trail to the 208-Fairview Park Trail, connecting riders to the Santa Ana River Trail for a 3-mile ride to the Ocean. Irrigation for the project was designed to conserve resources by delivering water to individual plants amid ribbons of boulders, decorative cobblestones, and decomposed granite fines. Complete with lighting for night use and an abundance of trees for shade, the bike trail edge plantings display beautiful layering of boulders and cobblestones, trees, and brightly colored water-wise plantings.

Completion	2015
Client Reference	City of Malibu Shawn Kowalewski (MNS Engineers) Transportation Vice President (805) 456-3540

Completion	2016
Client Reference	City of Costa Mesa Baltazar Mejia Senior Engineer (714) 754-5291

SR 55/Meats Avenue New Interchange

Orange, CA

ICF Jones & Stokes

Caltrans, in coordination with the City of Orange, proposes to construct a new interchange along SR 55 at the existing Meats Avenue Overcrossing. The proposed interchange is to be constructed south of the existing Lincoln Avenue Interchange and north of the existing Katella Avenue Interchange along SR 55 and consists of a tight diamond interchange with on- and off-ramps. Auxiliary lanes will also be constructed along SR 55 between Katella Avenue and Meats Avenue and between Meats Avenue and Lincoln Avenue/Nohl Ranch Road in the northbound and southbound directions.

ICF is providing environmental documentation and wide variety of tasks, including preparing NEPA and CEQA documents, environmental re-validations, and technical studies including air, noise, cultural, and biological reports. Construction of the proposed project is expected to begin in January 2020.

St. Croix River Crossing

Stillwater, MN

Illumination Arts



Sensitive to significant environmental concerns in the area, **Illumination Arts** developed a lighting design that enhances the unusual extradosed towers, while concealing and containing the light sources.

The custom-designed lighting of the shared-use path is integrated into the railing system minimizing light trespass while providing safe nighttime passage for pedestrians and bicyclists. The results are a nighttime image that elegantly reveals the forms of the bridge while respecting the surrounding wildlife and human communities.

Completion	2017
Client Reference	City of Orange Randy Nguyen Project Manager (714) 744-5531

Completion	2017
Client Reference	Minnesota Department of Transportation Craig Lenning (HDR) Prime Consultant Project Manager (763) 591-5463

SR 138 Improvements

Palmdale, CA

Leighton Consulting, Inc.

The City of Palmdale, in cooperation with Caltrans District 7, proposes to widen SR 138 between 5th Street East and 10th Street East and widen Sierra Highway between Avenue R and 500 feet south of Avenue Q. The project will require numerous partial and full acquisitions by the City of Palmdale and Caltrans.

Leighton conducted an Initial Site Assessment (ISA) within the project area and identified RECs where additional investigation was recommended including current and former gas stations, undocumented USTs, a stormwater channel, and railroad maintenance yard. Leighton completed an ADL and site investigation under an approved Caltrans workplan. Right-of-entry permits were obtained from Caltrans, City of Palmdale, UPRR, and private property owners to conduct the investigation. Thirty-three soil borings were advanced in areas of concern, geophysical surveys were conducted to assess for utilities and USTs, and a traffic striping survey was conducted. Traffic control was utilized to safely complete the investigation. The ADL and site investigation report is currently under reviewed by the City of Palmdale and Caltrans and results of the investigation will be utilized to assess the disposition and handling practices of the soil and traffic striping within the project limits.

I-5 HOV Extension - Segment 2: Avenida Vista Hermosa to Camino Estrella

Orange County, CA

LIN Consulting, Inc.



The I-5 HOV Extension project between San Juan Creek Road and Avenida Pico aims to relieve congestion within the interchange areas and provide intermittent auxiliary lanes by adding one HOV lane in each direction from Avenida Pico to San Juan Creek Road. Orange County Transportation Authority (OCTA) and Caltrans District 12 are working together with the Cities of San Clemente, Dana Point, and San Juan Capistrano on the development and coordination of this project.

The project is split into three segments. For Segment 2, **LIN Consulting** was in charge of the electrical engineering design plans as well as the segment Transportation Management Plan (TMP). In addition to managing the development of the TMP, LCI was responsible for preparing stage construction and permanent lighting and sign illumination, traffic signal, ramp metering, traffic monitoring station, changeable message sign, CCTV, and fiber optic communication system plans.

Completion	Ongoing
Client	City of Palmdale
Reference	Mike Behen City Project Manager (661) 267-5337

Completion	Ongoing
Client	Caltrans District 12
Reference	Anthony Fernandez Project Manager (949) 724-2364

Gerald Desmond Replacement Bridge

Long Beach, CA

Overland, Pacific & Cutler



The Gerald Desmond Bridge Replacement is a \$1 billion project that will ensure the future safety of commuters and truck drivers, as well as protect Southern California's important role as a major trading hub. **OPC** is providing project management, acquisition, relocation, right-of-way data sheets, cost studies, prior rights determinations, right-of-way mapping coordination, and right-of-way certification for the new bridge.

There are 15 complex commercial properties impacted by the project including a power plant, oil operation, fueling facility, truck scale operation, and major marine operations. OPC has coordinated with the Port of Long Beach (POLB) and their design team to develop mitigation efforts minimizing business disruptions during parcel reconstruction.

In addition, OPC prepared partial-take appraisals and managed subconsultant services including fixture, equipment, and goodwill appraisals and traffic and circulation studies and surveys. OPC continues to work closely with the Port and its consultants to identify and acquire property rights necessary for the project.

Completion	Ongoing
Client Reference	Port of Long Beach (POLB) Eamonn Kileen Project Manager (562) 273-7450

City of Irvine On-Call Surveying Services

Irvine, CA

Towill, Inc.



Towill is providing land surveying and mapping services to the City of Irvine for a second consecutive contract. The services provided have included construction surveys, monumentation, preparation of Corner Records, and topographic surveys. Notable task orders include:

- » **Irvine Center Drive:** Towill provided design and construction surveys for the improvements to Irvine Center Drive between Culver Drive and Harvard Avenue. Services included detailed topographic surveys for the street including top of curb, flowlines, pavement elevations, walks, surface-visible utility features, recovery of centerline monuments, and rights-of-way.
- » **Culver Drive Monumentation:** Cadastral research, centerline monument recovery, and monumentation were completed along Culver Drive and along the original Irvine Subdivision block line. Many of these monuments were well monuments, which had been repeatedly paved over for years. Corner Records were prepared and filed with the Orange County Surveyor's office.
- » **2011 Annual Slurry Seal and Pavement Rehabilitation:** Monument preservation surveys were completed to support the annual slurry seal and pavement rehabilitation program in Irvine. This included the perpetuation of street monuments prior to construction activities and verification and re-setting of those monuments that were destroyed during the pavement rehabilitation activities.

Completion	Ongoing
Client Reference	City of Irvine Uyenly Bui City Contract Manager (949) 724-7559

Anaheim Regional Transportation Intermodal Center
Anaheim, CA

Vertical Transportation Excellence

VTX designed the vertical transportation systems at the Anaheim Regional Transportation Intermodal Center (ARTIC) for the City of Anaheim. This transportation hub will serve as a major gateway and mixed-use destination for Southern California. Services included developing design criteria for vertical circulation, provided vertical transportation engineering services related to schematic design, design development, construction documents and construction administration for all the vertical transportation systems at ARTIC. VTX’s design included seven machine room-less elevators and four heavy duty transit type escalators.

VTX’s innovative design utilizes sustainable elevator technologies as well as escalators capable of intermittent operation (Sleep Mode), which allow for the escalators to operate at a “sleep” speed when not in use, conserving energy and reducing wear and tear on the equipment.

ARTIC will link commuter and regional rail services, as well as intercity bus, taxi, and local transit. Future phases will expand the center to accommodate California High-Speed Rail to destinations such as San Francisco and Sacramento and serve as the last station for the super-speed train between Las Vegas and Southern California.

Completion	2014
Client Reference	City of Anaheim Jamie Lai City Engineer (714) 765-4311

► **INSURANCE REQUIREMENTS**

TYLI executed an agreement with the City for on-call consultant services and our insurance certificate is on file with the City.

In this proposal, we added five firms—ICF Jones & Stokes, Illumination Arts, Overland Pacific & Cutler, SafeProbe, and Vertical Transportation Excellence—which were not included in our 2016 Statement of Qualifications. As subconsultants, these firms can provide the required insurance coverage in accordance with the City's Agreement for Professional Consulting Services. TYLI and our subconsultants will maintain the required insurance policies for the life of this project and submit insurance certificates and endorsements directly to the City's insurance monitoring vendor.

VII. PROJECT PERSONNEL & EXPERIENCE

Certificate of Liability Insurance – Proof of Coverage

Client#: 722

TYLININTE1

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/01/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090		CONTACT NAME: Nancy Ferrick PHONE (A/C, No, Ext): 510 465-3090 FAX (A/C, No): 510 452-2193 E-MAIL ADDRESS: nferrick@dealeyrenton.com															
INSURED T. Y. Lin International 345 California Street, Ste. 2300 San Francisco, CA 94104		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Fire Insurance Co of H</td> <td>20478</td> </tr> <tr> <td>INSURER B : Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER C : Aspen American Insurance Co.</td> <td>43460</td> </tr> <tr> <td>INSURER D : Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Fire Insurance Co of H	20478	INSURER B : Valley Forge Insurance Company	20508	INSURER C : Aspen American Insurance Co.	43460	INSURER D : Continental Insurance Company	35289	INSURER E :		INSURER F :	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDD INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB. <input checked="" type="checkbox"/> CROSS LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6056538518	03/01/2018	03/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	Y	Y	6045854867	03/01/2018	03/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	6056808508	03/01/2018	03/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	6056809061 (NON CA)	03/01/2018	03/01/2019	<input checked="" type="checkbox"/> E.L. EACH ACCIDENT \$1,000,000 <input type="checkbox"/> E.L. DISEASE - EA EMPLOYEE \$1,000,000 <input type="checkbox"/> E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			LRA9P0118	03/01/2018	03/01/2019	\$1,000,000 per Claim \$1,000,000 Annl Aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

REF: Specimen. GENERAL LIABILITY/AUTOMOBILE LIABILITY ADDITIONAL INSURED: The City of Irvine and its employees, representatives, officers and agents. Commercial General Liability is primary and non contributory and includes severability of interests per policy form. Waiver of Subrogation applies to Commercial General Liability, Automobile Liability and Workers Compensation. General Liability Deductible: \$10,000. Professional Liability Deductible: \$25,000 per claim. PROFESSIONAL LIABILITY RETROACTIVE DATE: 03/01/1954. The Professional Liability policy is Claims-Made.

CERTIFICATE HOLDER

CANCELLATION

City of Irvine One Civic Center Plaza P. O. Box 19575 Irvine, CA 92623-9575	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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VIII.

Samples of Consultant's Work for Similar Projects



► SAMPLE OF CONSULTANTS WORK FOR SIMILAR PROJECTS

In accordance with the RFP, this section includes the examples of work performed on similar projects. The samples include the following:

- » **Sample Project Management Plan** from SR 57 PA/ED from Orangewood to Katella.
- » **Sample specifications** from Street Avenue Underpass and Roadway Improvements. Similar to the City's requirement, we prepared special provisions to include bid item measurement and payment clauses. Due to multiple agency requirements, these documents involved a hybrid set of standards and included formats in accordance with the American Public Works Association (APWA).
- » **Sample plans** from Idaho Avenue Pedestrian Overcrossing
- » **Sample plans** from Harbor Drive Pedestrian Overcrossing

PROJECT WORK PLAN COVER SHEET

DATE PREPARED	5/11/2016
LEAD OFFICE	Irvine
JOB NUMBER	1262.00
JOB TITLE	SR-57 PA/ED from Orangewood to Katella
PROJECT MANAGER	Steve Olo
PRINCIPAL-IN-CHARGE	Clark Fernon

Prior to completing this form, the PM should have a discussion with his/her Unit Manager, District Director, Regional Director, Line of Business Director, etc. (minimum of one level above the PM) to determine the appropriate PWP contents based on the size, complexity, and specific risks of the project. Check all boxes that apply.

- The list of **Minimal PWP Contents** shown below is intended for small and non-complex projects where the potential liability and risks are considered to be low. These items should apply to nearly all projects.
- Items from the list of **Additional Contents for Full PWP** should be selected by the PM and the appropriate person from the management team (see above) based on the particular complexity, liability, risks, etc. of the project. PWPs for large, complex projects should include most of these items.

Please refer to the T.Y. Lin International (TYLI) PWP Guidelines for more detailed information.

Categories	Minimal PWP Contents (For all projects)	Additional Contents for Full PWP
1. Goals, Objectives, and Definitions	<input checked="" type="checkbox"/> Summary of overall project goals and objectives of the client <input checked="" type="checkbox"/> Summary of overall project goals and objectives of TYLI	<input type="checkbox"/> List of special project or client definitions
2. Project Organization and Staffing	<input checked="" type="checkbox"/> Assigned TYLI staff and reporting responsibilities, preferably in an organization chart <input checked="" type="checkbox"/> Subconsultant staff and roles (if any) <input checked="" type="checkbox"/> List of individuals responsible for internal approval of documents, transmittals, sealing of plans, etc.	<input type="checkbox"/> Staffing plan (in tabular format) showing names, roles, responsibilities, budgeted hours, etc. for TYLI staff <input type="checkbox"/> Project kickoff meeting agenda
3. Contracts	<input checked="" type="checkbox"/> Final copy of the Client-TYLI contract as well as supplemental agreements, amendments, etc. <input checked="" type="checkbox"/> Subconsultant agreements (if any)	<input type="checkbox"/> List of any particular contractual requirements that the project team should be aware of <input type="checkbox"/> Mitigation strategies, if any
4. Scope of Work/ Project Budget	<input checked="" type="checkbox"/> Current scope of work <input checked="" type="checkbox"/> Current budget	
5. Logic Diagram and Project Schedule	<input checked="" type="checkbox"/> Basic project schedule with critical path identified	<input type="checkbox"/> Logic diagram <input type="checkbox"/> Detailed project schedule with critical path identified
6. Deltek Vision and Billing Requirements	<input checked="" type="checkbox"/> Summary of job numbers, tasks names, and other info for team to charge their time to	<input type="checkbox"/> Any special requirements not covered by the contracts (Items covered in the contract will be reviewed/handled by the Project Accountant as part of the PSUMF process.)

Categories	Minimal PWP Contents (For all projects)	Additional Contents for Full PWP
7. Plan or Report Preparation	<input checked="" type="checkbox"/> All requirements for plan or report preparation for the project, such as required contents or formats <input checked="" type="checkbox"/> List of all approving agencies and applicable standards	<input type="checkbox"/> "Basis of Design" memo <input type="checkbox"/> List of all sheets required for project, include mockup of each sheet type
8. Quality Assurance, Quality Control	<input checked="" type="checkbox"/> QA/QC Plan in conformance with TYLI policy	
9. Risk Management		<input type="checkbox"/> Table quantifying each risk in terms of potential scope, schedule, or budget impacts <input type="checkbox"/> List of mitigation strategies, specific to each significant risk
10. Communication Plan	<input checked="" type="checkbox"/> Key contacts and phone numbers/email addresses <input checked="" type="checkbox"/> Hard copy and electronic filing system	<input type="checkbox"/> Define frequency and content of scheduled reporting mechanisms (such as meetings, progress reports, or regular client emails) <input type="checkbox"/> Method for formally documenting all client decisions or directions
11. PM Control Plan	<input checked="" type="checkbox"/> Statement of how the PM plans to monitor expenditure of labor and expenses <input checked="" type="checkbox"/> Proposed earned value analysis tool (spreadsheet, PlanTrax, etc.)	
12. Other PWP Elements		<input type="checkbox"/> Specialized training, if necessary <input type="checkbox"/> If project has significant elements of field work, prepare Project Safety Plan <input type="checkbox"/> Permitting Plan, if necessary
If PWP is digital, please provide path/location of PWP folder:		

By filling out the PWP and signing below, the Project Manager is certifying that he or she has identified the PWP elements appropriate for the size, complexity, and specific risks of this project and that those elements have been assembled in the PWP notebook and/or dedicated network folders.

SUBMITTED:

Project Manager

Date

APPROVED:

Unit Manager, District Director, LOB Director, etc*

Date

*Approver must be Unit Manager or higher and one level above the Project Manager.

Specifications and the Contractor shall excavate within the pullbox to proper depth prior to grouting;

2. The Contractor shall adjust all conduits as necessary so the conductors do not touch the pull box lid. In addition, a minimum clearance of 3" between the top of all conduits and the bottom of the traffic pullbox lid shall be maintained; and,
3. The Contractor shall replace "in-kind" any traffic pullbox damaged as a result of his operations except that the minimum size replacement will be a No. 6 pullbox as described on State Standard Plan ES-8. Plastic Type No. 6 pullboxes will not be permitted.

302-1 COLD MILLING OF EXISTING PAVEMENT

302-1.1.1 Cold Milling Types. All pavement cold milling shall be performed after removal and replacement work has been completed. The pavement surface after milling shall be 0.125' below the existing pavement or adjacent gutter unless otherwise shown on the plans.

Replacement paving adjacent to gutter lip shall be held to a minimum of 0.08' below gutter lip to avoid unnecessary milling.

302-1.11 Measurement. "Cold Milling" shall be measured by the square foot for the milling depth noted on the Plans.

302-1.12 Payment. Payment for "Cold Milling" shall be made on a square foot basis for the milling depth noted on the Plans. The payment for asphalt pavement cold milling shall include all the costs for traffic control during the milling and clean up operations.

302-4 EMULSION AGGREGATE SLURRY

302-4.3.2.1 Spreading at Joints. The joint between the edge of pavement and the concrete gutter shall be sealed with slurry seal. The slurry may overlap the concrete gutter edge no more than one (1) inch. The edges of the slurry shall be maintained in a neat and uniform line.

302-4.3.3 Field Sampling. The Contractor shall provide a certificate of compliance certifying that the material meets requirements listed in Table 302-4.3.3(A) of the Standard Specifications.

302-4.7 Cleanup of Tools. The Contractor shall not allow any liquids used for cleanup of tools and equipment (such as diesel fuel or solvents) to spill on the pavement, curbs, gutter, parkways, or other improved areas.

302-5 ASPHALT CONCRETE PAVEMENT

302-5.1.1 General Information. Dense graded asphalt concrete shall be as specified in Section 203-6 of these Special Provisions.

302-5.2 Pavement Preparation. Pavement preparation shall consist of the following:

1. All cracks greater than 1/8" in width shall be routed to a minimum of 1/2" wide by 3/4" to 1" deep.
- 2a. All cracks less than 1" in width shall be filled with a Crafcro Roadsaver Brand Type 201 Sealant or approved equal. Application shall be with a Heated Joint Seal Machine Crafcro Model BC-220 or City approved equal and to the manufacturer's recommendation. These may be obtained from Crafcro Inc., P.O. Box 20133, Phoenix, Arizona 85036. This treatment method shall be called "Crack Fill" on the Plans and bid proposal.
- 2b. All cracks greater than 1" in width shall be filled with F-AR-4000 asphalt concrete. This treatment method shall be called "Crack Repair" on the Plans and bid proposal.
3. Seven days prior to the crack routing operation, all cracks with existing weeds or grasses shall be treated with a contact herbicide such as Monsanto RoundUp or City approved equal and to the manufacturer's recommendation. Prior to the application of any sealant, all cracks shall be completely cleaned of deleterious material using a blower or an air compressor. All wedged-in materials that are not readily removed by air should be removed by gouging or plowing. In addition, the street surface shall be completely cleaned of all pavement preparation debris by a power-driven street sweeper or other suitable means at the end of each work day. After cleaning and routing but prior to the application of any sealant all cracks shall be treated with a selective pre-emergent herbicide such as ACME Industrial Products Barrier 50W Dichlobenil Herbicide or City approved equal and to the manufacturer's recommendation.
4. Performing traffic control for the pavement preparation work.

302-5.3 Prime Coat. Prime coat will not be required.

302-5.5.1 Methods of Distribution and Spreading. A paving machine that picks up the asphalt concrete material from a windrow then spreads the material to a specified thickness may be used. However, the Engineer may require the Contractor to use a paving machine which accepts the asphalt concrete material directly from the delivery truck, at no additional cost to the City, if the temperature of the asphalt concrete in the windrow cannot be maintained above the lower temperature limit specified in Section 302-5.5 of the Standard Specifications, or if the windrow blocks access to any driveway or side street for more than fifteen minutes prior to the paving machine spreading the asphalt concrete material.

The Engineer reserves the right to suspend delivery of AC to the jobsite to ensure the AC placement operations are completed and the full traveled way is opened to traffic prior to the time limits specified in Subsection 7-10.1.1 of these Special Provisions.

302-5.7.1 Pavement Joints. Where new pavement joins an existing pavement, the surface will be inspected for smoothness of the seam between the two surfaces. When a six feet long straightedge is laid across the seam between "new" and "old" pavement, the surface shall not vary more than 0.03 feet

from the lower edge. At join lines along new concrete gutters or where the existing asphalt pavement has been removed, the finished surface shall not vary more than 0.00' to 0.05' higher than the concrete surface that is being joined. On existing or proposed bike routes the finished surface shall not exceed 0.02' above the gutter lip.

302-5.9.1 Payment. Payment for asphalt concrete pavement shall be made on a per ton basis. This payment shall be full compensation for all labor, tools, equipment, materials, and traffic control to place and compact asphalt concrete within the limits shown on the plans.

302-14 ASPHALT CONCRETE BERMS AND DIKES

302-14.1 General. Asphalt concrete berms and dikes shall be shaped and compacted with an extrusion machine or other equipment capable of shaping and compacting the material to the required cross section.

303-1 CONCRETE STRUCTURES

303-1.11 Payment. Payment for concrete structures shall be the Contract unit price for each structure constructed in place and shall include, but not be limited to, full compensation for structure excavation and backfill, concrete removals, concrete, steel reinforcement and miscellaneous hardware. Payment for the concrete used to join proposed and existing pipes shall be included in other items.

Payment for diverting sewage flows in order to construct a structure shall be included in the cost to construct the structure requiring the diversion. The Contractor shall submit shop drawings for diverting sewage flows and spill containment, as specified in Section 2-5.3.2 "Shop Drawings" of these Special Provisions. Payment for the Spill Containment Plan specified in Sections 2-5.3.2 and 7-8.4.1 includes all equipment, labor, tools, materials, etc. necessary to develop and implement the plan and shall be included in the price paid for contract items of work that may require spill containment and no other compensation will be made.

303-4 MASONRY CONSTRUCTION

303-4.1.5 Measurement And Payment. The concrete block masonry retaining walls shall be measured by the square foot of concrete block based on the height above the top of the footing and the length of the wall section.

The back face of block retaining walls, from top of the first block to top of the gutter, shall be waterproofed by the application of a continuous coating of bituminous material, or other approved equal.

Payment for concrete block masonry retaining walls shall be made at the contract price per square foot and shall include all labor, material, equipment and incidentals required to construct the reinforced concrete footing, concrete blocks and cap, wall waterproofing, and wall drainage including concrete gutter and gutter curb drain complete in place per the plans, details, and the standard drawings. Payment for Structural Excavations and Structural Backfill of the concrete block masonry retaining walls shall be included in the contract unit price for the retaining walls and no additional compensation

will be allowed.

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, STAIRWAY, AND DRIVEWAYS

303-5.1.4 General Requirements. In areas where mail delivery is curbside, the Contractor shall provide openings in the sidewalk for the installation of posts for mail boxes. The openings shall be 6 inches square or 6 inch diameter round. The center of the opening shall be 16 inches from the curb face, adjacent to the driveway on the far side related to normal vehicle traffic directions.

When the grade of C&G is less than 0.4%, the Contractor, at no additional cost, shall place (2) #3 reinforcing bars in the gutter. Construction stakes for curbs with flatter grades than 0.4% shall be every 12.5'.

On projects with sidewalk construction, the Contractor, unless otherwise instructed, shall grade the parkway and slopes as shown on Standard Drawing No. 325.

On projects with median hardscape construction, the Contractor shall provide a 3" diameter blockout in the concrete at each median nose that is at least 4 feet wide for installation of traffic signs. This shall be accomplished by embedding a 3" PVC pipe in the concrete 2 feet 6 inches from the curb face at the median nose.

For the construction of concrete spandrels the curb returns will be counted as C&G with a gutter 2 feet wide. Only the remainder of the spandrel will be paid for as cross gutter and spandrel. No additional payment will be made for the extra thickness of concrete in the curb and gutter portion.

The Contractor shall take measures to prevent graffiti, footprints, tire marks, etc., in the fresh concrete. The Contractor shall be responsible for all markings and shall remove or obliterate them to the satisfaction of the Engineer.

No mortar finish coat shall be required for curbs.

New sidewalk constructed in areas of existing sidewalk shall be scored to match the existing score pattern. Failure to score the sidewalk appropriately shall be cause for rejection.

On projects with wheelchair ramp construction, the AC pavement shall be placed flush with the concrete gutter along the wheelchair ramp. Removal and replacement of curb, gutter and sidewalk for wheelchair ramps shall be to the nearest joints. Sections less than 5' in width/length shall be removed and replaced as directed by the Engineer. The PCC retaining curb shall be poured monolithic with the adjacent sidewalk or wheelchair ramp.

It is the Contractor's responsibility to mark the approximate saw cut limits for the construction of wheelchair ramps including asphalt pavement areas. The City's Inspector shall review the marked limits before any removals. If the Inspector requests additional removals, then the Contractor must adjust the limits as necessary.

No survey work or staking will be provided by the City for wheelchair ramps, curb, gutter, driveway, and sidewalk construction or replacement unless determined necessary by the Engineer.

The City will not be responsible for additional move-ins needed to remove enough of the existing improvements to construct the proposed improvements.

303-5.5.2 Curb. The face and top of curb shall be carefully troweled to a smooth and even finish. The top of curb shall be finished with a transverse slope toward the gutter and the edges rounded in accordance with Standard Drawing No. 200. The troweled surface shall be finished with a fine-hair broom applied parallel with the line of work. The edge of the concrete at all expansion joints shall be rounded to a 1/4" radius. Joints shall conform with Subsection 303-5.4 of the Standard Specifications.

Application of class "B" mortar to face of curb is not required. Stamping of Contractor's name and the year shall not be performed.

303-5.7.1 Reasons for Rejection.

1. Transverse cracks through the C&G, exceeding 0.01 foot in width at any point.
2. Vertical displacement exceeding 0.01 foot, or which causes water to pond in the gutter for a distance exceeding 2 feet.
3. Serious or extensive surface imperfections.
4. Transverse cracks causing 5 feet or less of C&G to be "floating," or unattached to other C&G.
5. Cracks causing 25 square feet or less of sidewalks, approaches, cross gutters, or aprons to be "floating," or unattached to other approaches, cross gutters, or aprons.

Rejected concrete work shall be removed by means of a sawcut at a score line. If no score line exists, the minimum removed area or unscored area left in place shall be 25 square feet and the minimum width shall be 4 feet.

303-5.9 Measurement and Payment. Payment for sidewalk or driveway shall also include payment for removal of existing walk, adjusting of pull boxes, water meter boxes and relocation of existing sprinklers, if any, to the back of the proposed sidewalk. Payment for sidewalk shall also include compensation for any parkway and slope grading. Where curbs or curb and gutters are transitioning in dimensions or type, the length of transition shall be divided into two equal lengths and each half will be paid for as its adjacent type.

Payment for PCC wheelchair ramp construction shall include payment for the removal and replacement of curb, gutter, sidewalk (to the nearest joint), any sidewalk match ups, ramp, landing, new retaining curb (if needed), pavement removal and replacement (to comply with the maximum 5% cross fall) and any landscaping and irrigation repair, adjustment or replacement as necessary.

304-2 METAL RAILINGS

304-2.1 Metal Hand Railings.

304-2.1.1 General. Metal hand railings shall be galvanized, painted Black with 2 coats of polyurethane paint, constructed as shown on the plans and as directed by the engineer.

304-2.1.4 Measurement and Payment. The contract price paid per linear foot for metal hand railing shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing metal hand railing, complete in place, including forming holes by inserts provided in the sidewalk and retaining curb as the concrete railing base to receive the railing posts, and painting, as shown on the plans, and as specified in these specifications, and as directed by the Engineer.

304-2.2.3 Terminal System (Type SRT). Terminal system (Type SRT) shall be an SRT-350 Slotted Rail Terminal (8-post system) as manufactured by Trinity Industries, Inc., and shall include items detailed for terminal system (Type SRT) shown on the plans. The SRT-350 Slotted Rail Terminal (8-post system) can be obtained from the manufacturer, Trinity Industries, Inc., P.O. Box 99, 950 West 400S, Centerville, UT 84014, telephone (800) 772-7976.

Terminal systems shall be installed in conformance with the manufacturer's installation instructions and these requirements. Each terminal system installed shall be identified by painting the type of terminal system in neat black letters and figures 2 inches high on the backside of the rail element between system posts numbers 4 and 5.

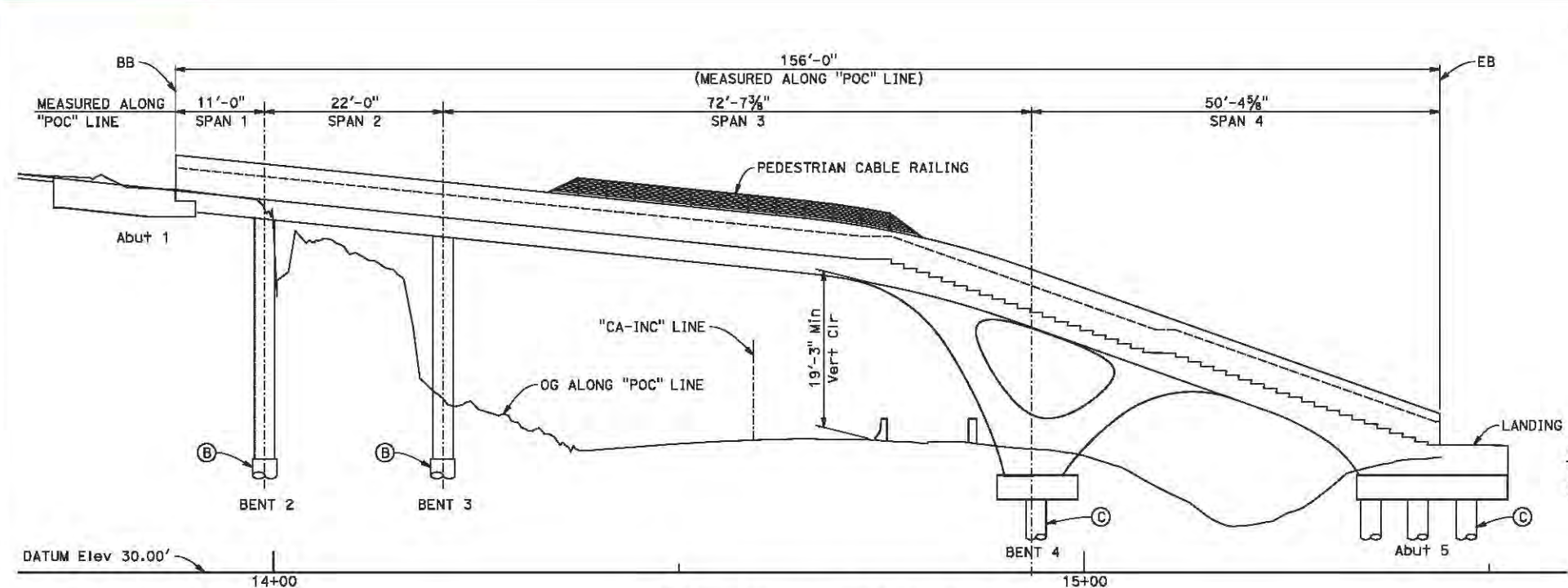
For terminal system (Type SRT), the steel foundation tubes with soil plates attached shall be, at the Contractor's option, either driven, with or without pilot holes, or placed in drilled holes. Space around the steel foundation tubes shall be backfilled with selected earth, free of rock, placed in layers approximately 4 inches thick and each layer shall be moistened and thoroughly compacted. The wood terminal posts shall be inserted into the steel foundation tubes by hand and shall not be driven. Before the wood terminal posts are inserted, the inside surfaces of the steel foundation tubes to receive the wood posts shall be coated with a grease which will not melt or run at a temperature of 149° F or less. The edges of the wood terminal posts may be slightly rounded to facilitate insertion of the post into the steel foundation tubes.

Surplus excavated material remaining after the terminal system has been installed shall be disposed of in a uniform manner along the adjacent roadway where designated by the Engineer.

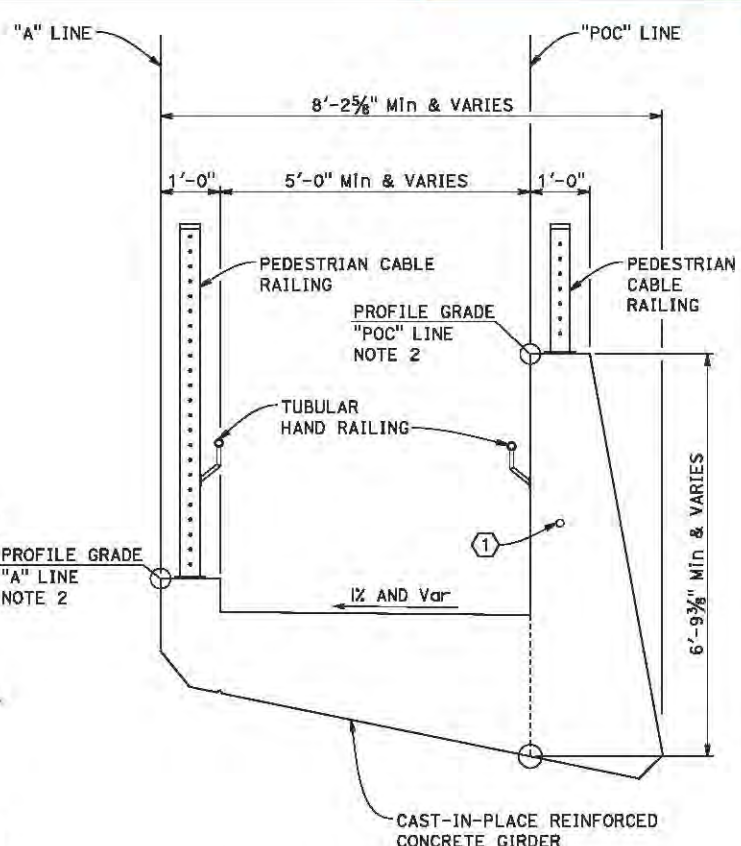
304-2.2.4 Transition Railing (Type WB). Transition railing (Type WB) shall be furnished and installed in conformance with details shown on the plans, the provisions in Section 83-2, "Barriers," of the Standard Specifications and these special provisions.

The 10-gage rail elements shall conform to the requirements of Class B, Type 1 three beam guard railing as shown in AASHTO Designation: M 180. End caps shall conform to the requirements of Class A, Type 1 three beam guard railing as shown in AASHTO Designation: M 180.

User: YWong
Date: 6/22/2017 Time: 4:09 PM



LONGITUDINAL SECTION
1/8"=1'-0"



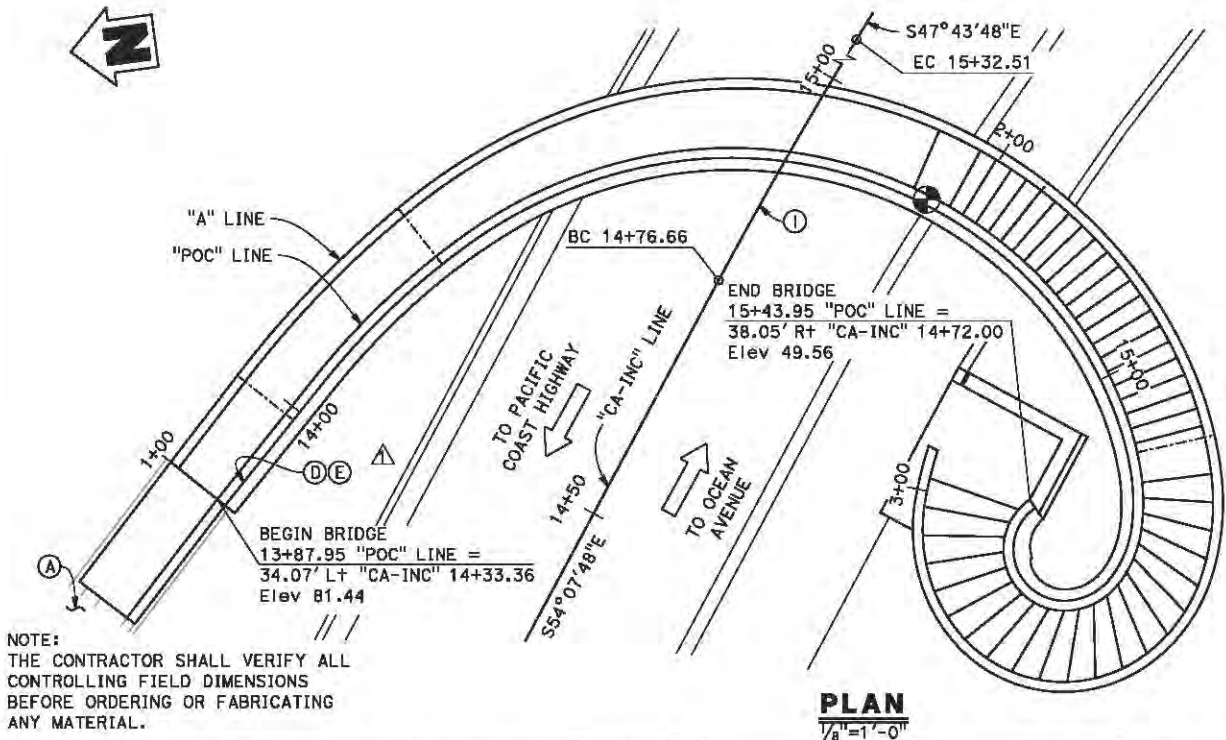
TYPICAL SECTION
3/4"=1'-0"

CURVE DATA				
No.	R	Δ	T	L
①	500.00'	6°24'00"	27.95'	55.85'

- NOTES:**
- For "GENERAL NOTES" and "INDEX TO BRIDGE PLANS", see "INDEX TO PLANS" sheet.
 - For "POC" Line and "A" Line horizontal alignment and vertical profile data, see "STRUCTURE LAYOUT" and "STRUCTURE PROFILE" sheets.
- ① Idaho Trail, see "TRAIL PLANS"
- ② 36"Ø CIDH
- ③ 30"Ø CIDH
- ④ Paint "IDAHO AVENUE PEDESTRIAN OVERCROSSING"
- ⑤ Paint "BRIDGE No. 53C2334"
- ⑥ 1 1/2"Ø Conduit, see "LIGHTING PLAN" sheet

- LEGEND:**
- ⊙ POINT OF MINIMUM VERTICAL CLEARANCE
- INDICATES DIRECTION OF TRAFFIC FLOW

AS-BUILT
NO CHANGES

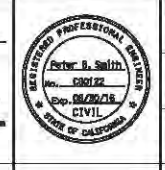


PLAN
1/8"=1'-0"

City of Santa Monica
Department of Public Works
1437 4th Street, Suite 300 Santa Monica, CA 90401
TEL. (310)458-8721 FAX. (310)393-4425
e-mail: smengineering@smgov.net

NO.	DATE	BY	DESCRIPTION	APPROVED
6/17	YW	AS-BUILT		
3/16	SP	ADDED NOTES		

Peter B. Smith 2/12/2016
TYLIN INTERNATIONAL
404 COMB OIL RD SUITE 100, SAN DIEGO, CA 92108
619 592-8822



REMOVED:	DATE:	20
ZACH POLLARD, P.E.	CIVIL ENGINEER	
REMOVED:	DATE:	20
ALEX NAZARENKO, P.E.	PRINCIPAL CIVIL ENGINEER	
REMOVED:	DATE:	20

CITY CLIENTS

REFERENCE:	DATE:	20
SUBMITTED BY:	COMPUTER FILE NAME:	
SP-FILE NO.:	SP2391	
REV. VALDE, P.E. PRINCIPAL CIVIL ENGINEER	DATE:	20
APPROVED BY:	DATE:	20
LEE SHAWN, P.E., CITY ENGINEER	ENGINEERING	

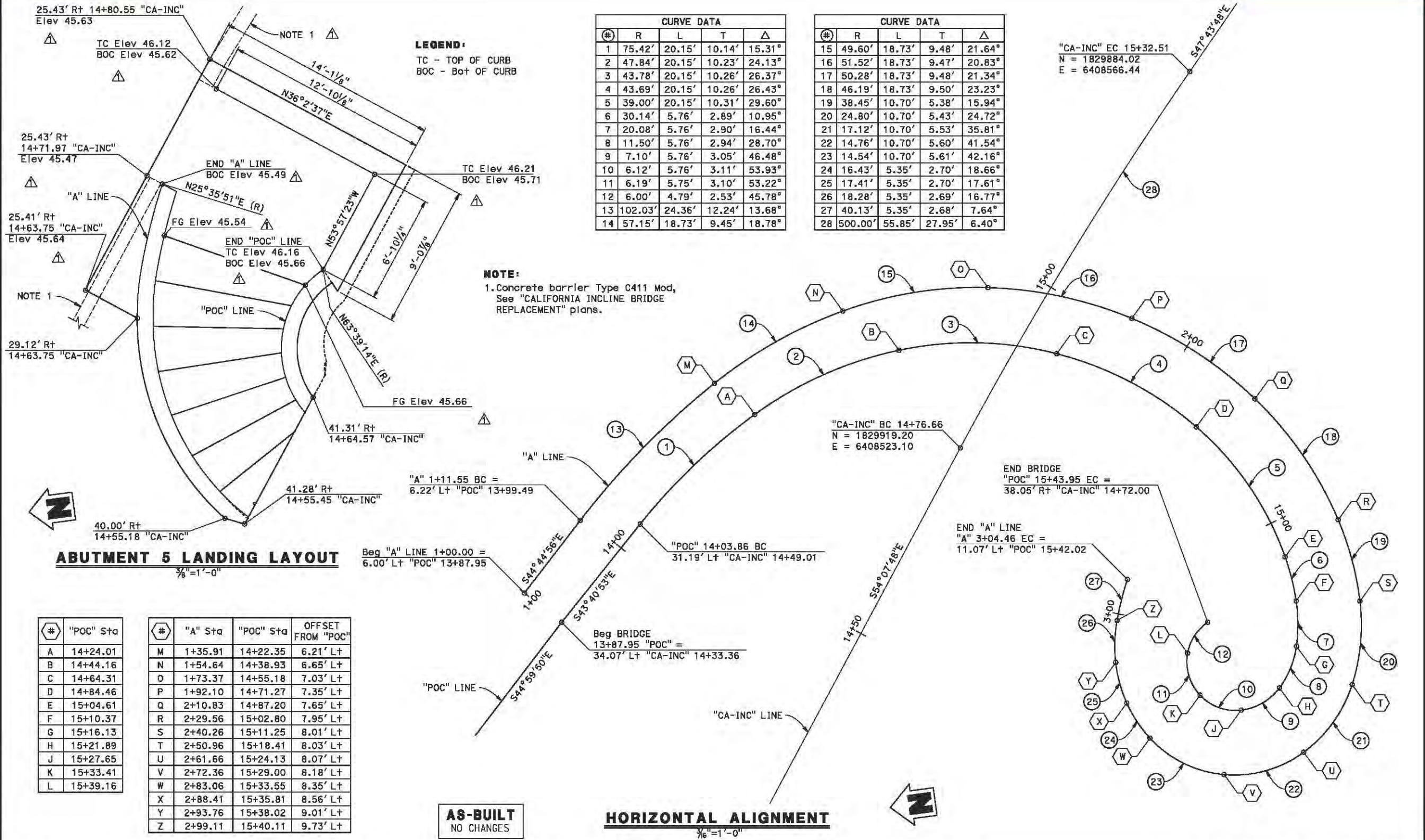
**IDAHO AVENUE
PEDESTRIAN OVERCROSSING
REPLACEMENT
GENERAL PLAN**

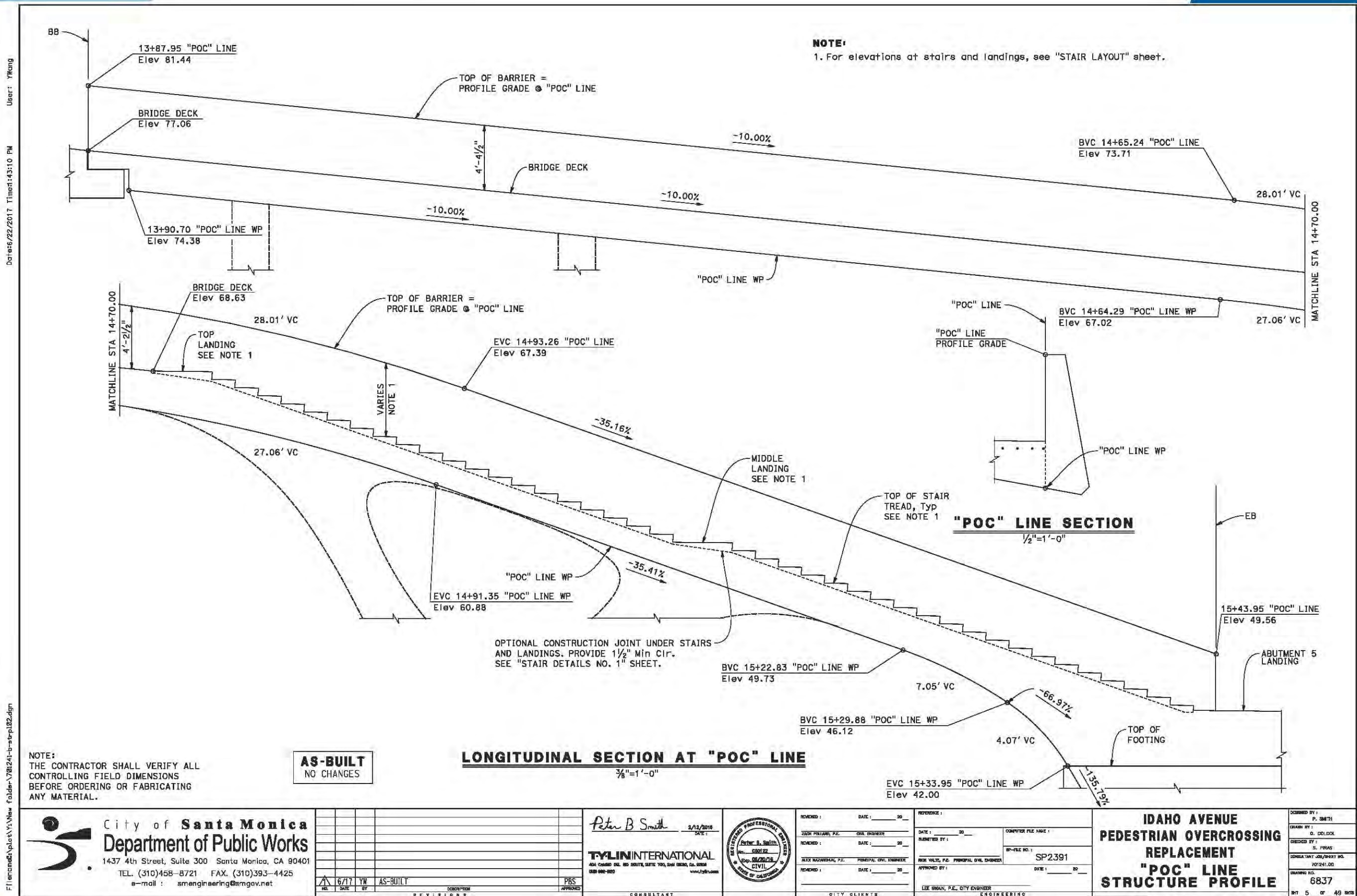
DESIGNED BY:	P. SMITH
DRAWN BY:	O. COLLODI
CHECKED BY:	S. PERAS
CONSULTANT JOB SHEET NO.	701241.00
DRAWING NO.	6837
SHT 2 OF 49 SHTS	

User: YWong

Date: 6/22/2017 Time: 4:10 PM

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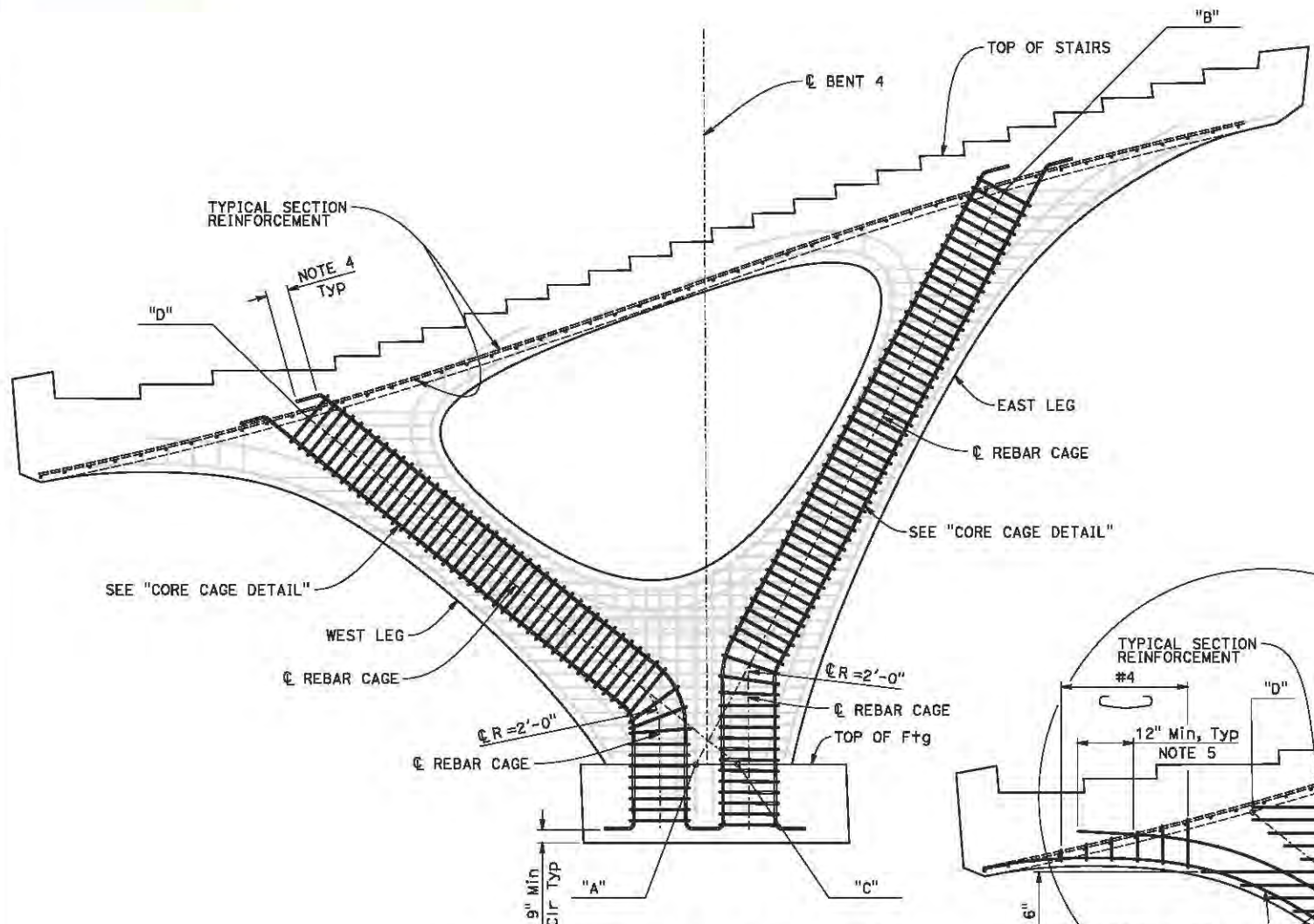




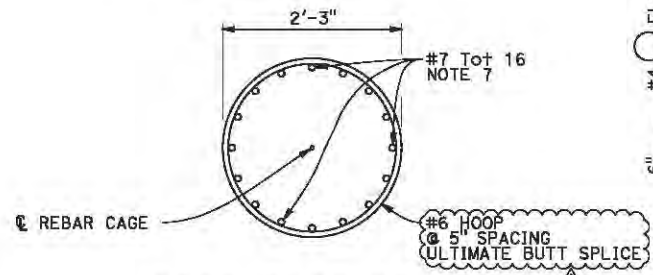
User: YWang

Date: 6/22/2017 Time: 4:16 PM

File: c:\p\plot\1\New Folder\701241-1-084d02.dgn



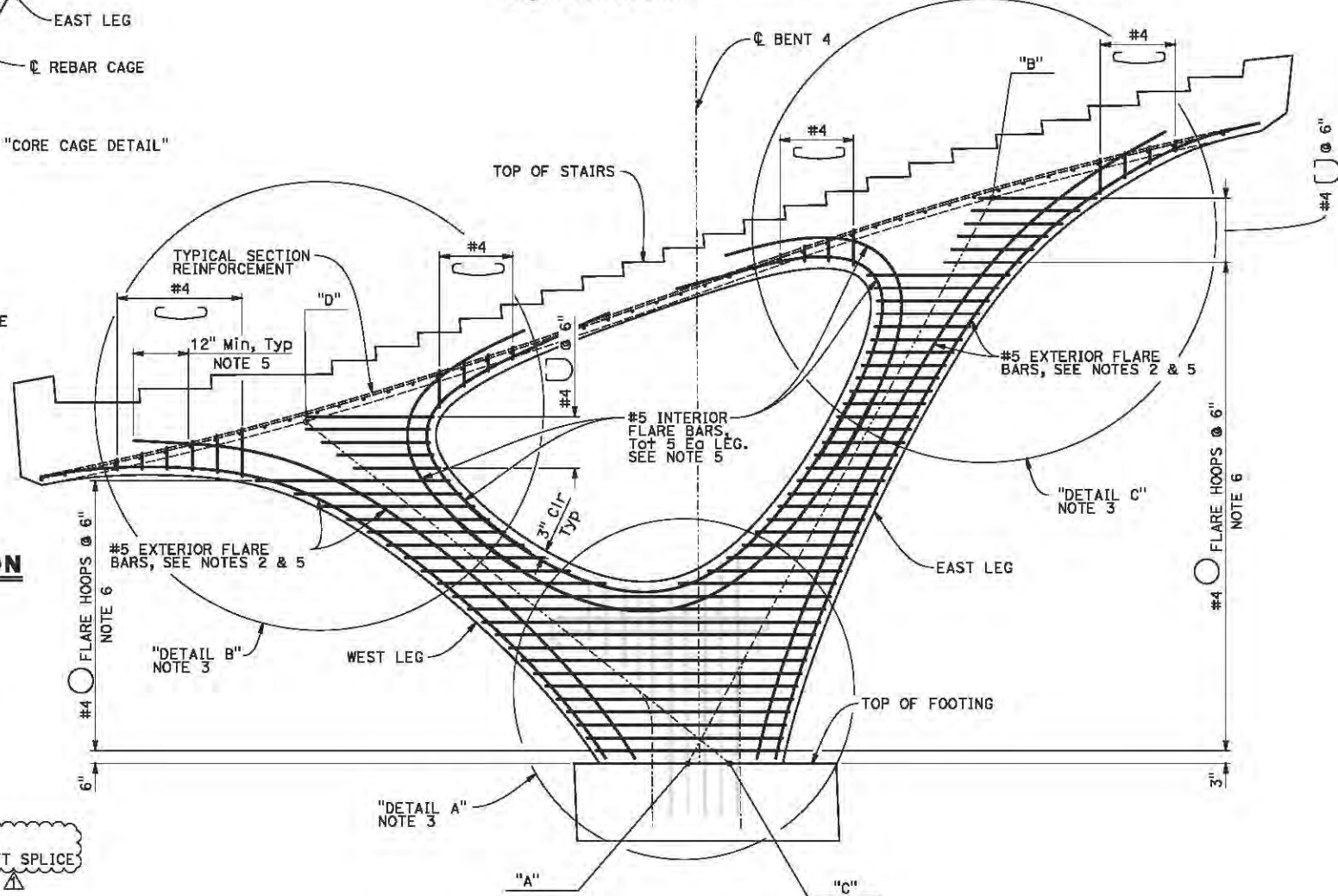
CORE REBAR CAGES - ELEVATION



CORE CAGE DETAIL

NOTES:

1. For footing details not shown, see "ABUTMENT 5 DETAILS" sheets.
2. Not all flare bars shown. See "BENT 4 DETAILS NO. 2", "BENT 4 DETAILS NO. 3" & "BENT 4 DETAILS NO. 4" sheets. Flare bar spacing shall not exceed 12" at any section.
3. For "DETAIL A", "DETAIL B" & "DETAIL C", see "BENT 4 DETAILS NO. 5" sheet.
4. Hook core cage longitudinal bars 2'-0".
5. #5 flare reinforcement shall extend 12" minimum beyond typical section soffit steel.
6. Service Couplers or Lap Splices shall be used. Locations of couplers or splices shall be staggered. If lap splices are used, ends shall be bent 90° into column core, see "DETAIL 2" on "BENT DETAILS NO. 5" sheet.
7. Only staggered "Ultimate" butt splice is allowed for #7 column core cage reinforcement.



FLARE HOOPS - ELEVATION

AS-BUILT

City of Santa Monica
Department of Public Works
1437 4th Street, Suite 300 Santa Monica, CA 90401
TEL. (310)458-8721 FAX. (310)393-4425
e-mail: smengineering@smgov.net

NO.	DATE	BY	DESCRIPTION	APPROVED
1	6/17	YW	AS-BUILT	PBS

Peter B. Smith
2/12/2018
DATE:
TYLIN INTERNATIONAL
404 COUNSEL DR. NO. 200, SUITE 200, SAN DIEGO, CA 92108
619-594-8800

Peter B. Smith
CIVIL
Exp. 06/02/18
CIVIL
STATE OF CALIFORNIA

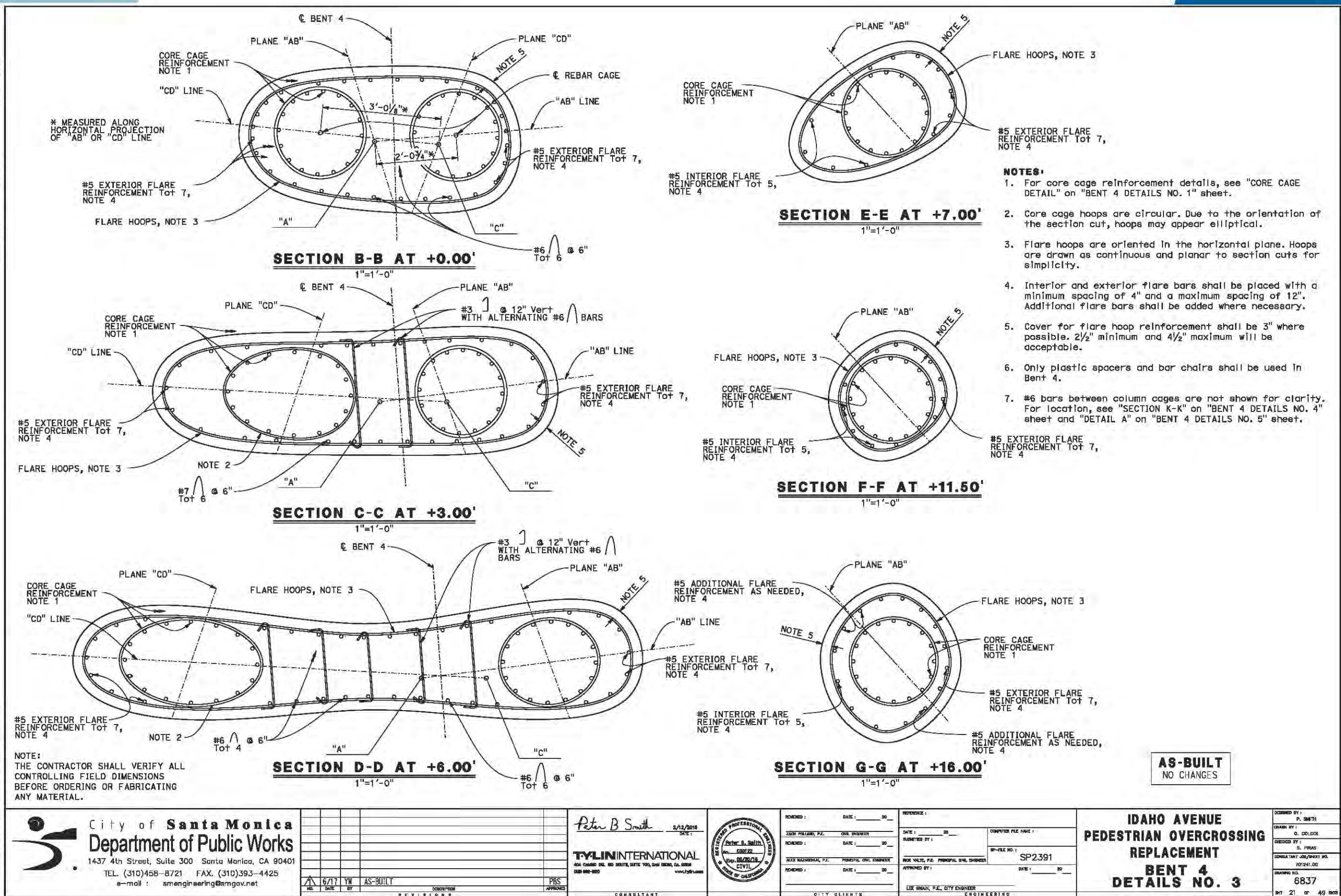
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REVIEWED:	DATE:	20
ALEX NAZAROV, P.E.	PRINCIPAL CIVIL ENGINEER	
REVIEWED:	DATE:	20

REFERENCE:	DATE:	20
SUBMITTED BY:	COMPUTER FILE NAME:	
SP-FILE NO.:	SP2391	
APPROVED BY:	DATE:	20
LEE SHAN, P.E., CITY ENGINEER	ENGINEERING	

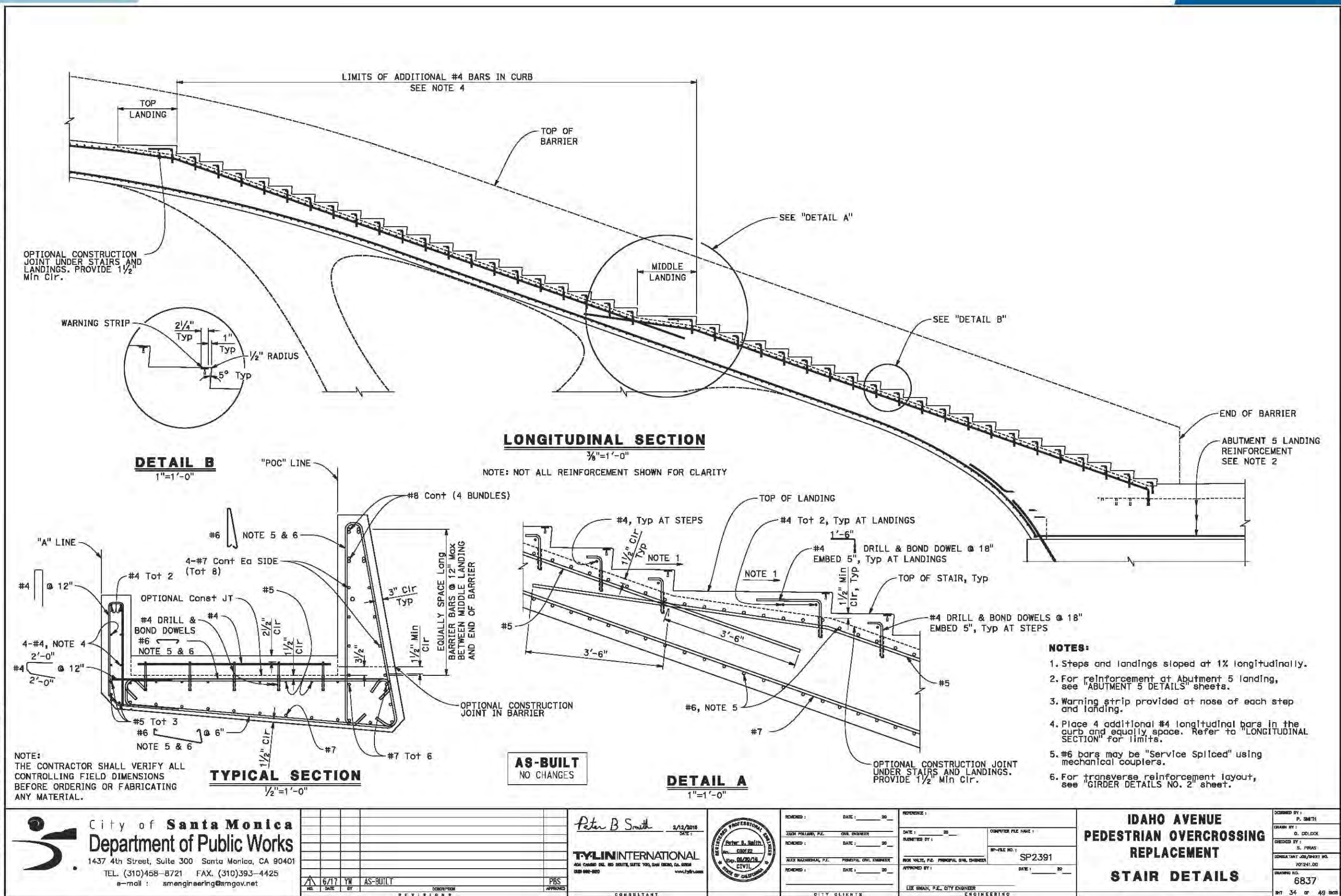
IDAHO AVENUE
PEDESTRIAN OVERCROSSING
REPLACEMENT
BENT 4
DETAILS NO. 1

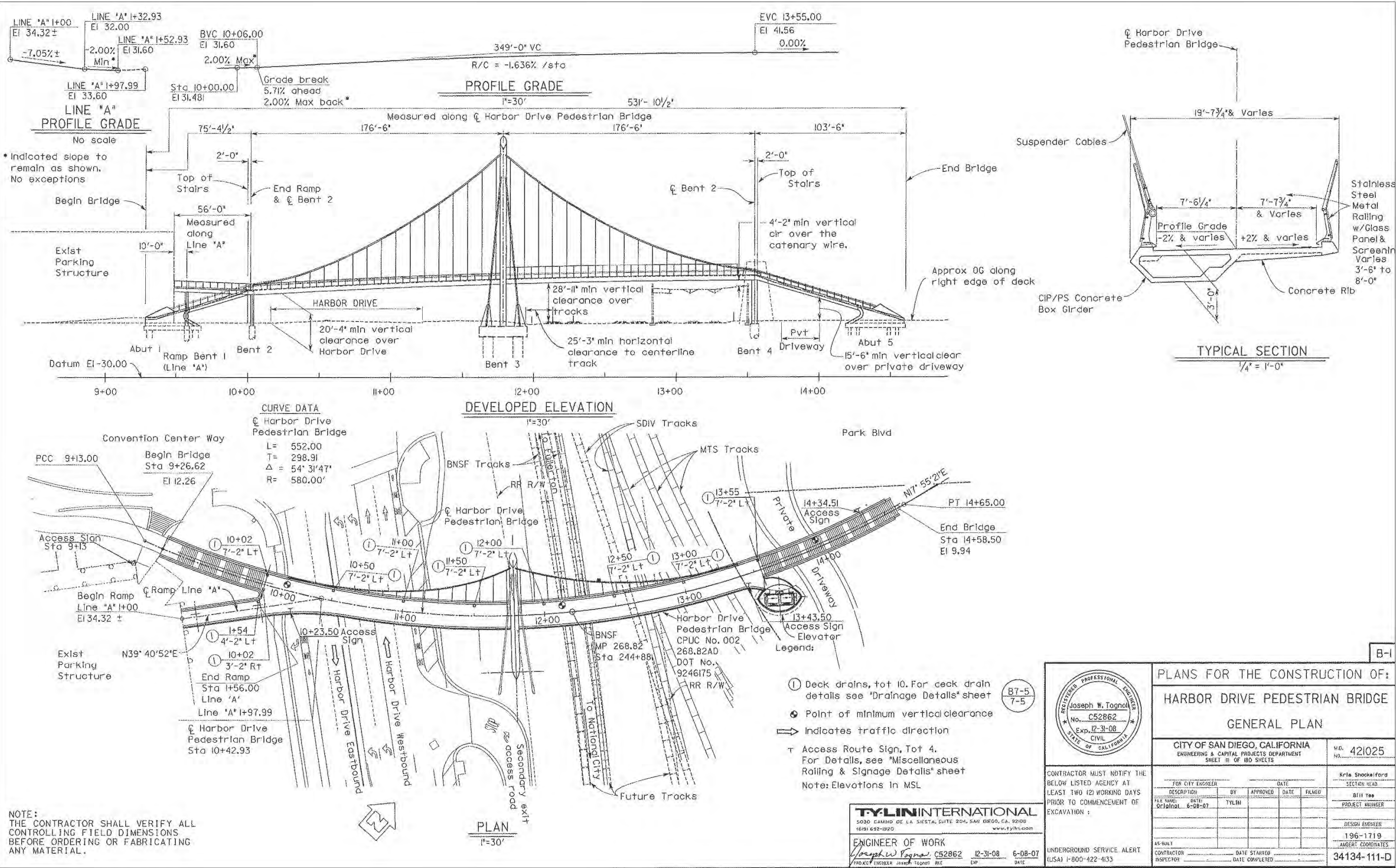
DRAWN BY:	P. SMITH
CHECKED BY:	O. COLLOP
DESIGNED BY:	S. PERAS
CONSULTANT JOB SHEET NO.	701241-00
DRAWING NO.	6837
SHT 19 OF 49 SHTS	

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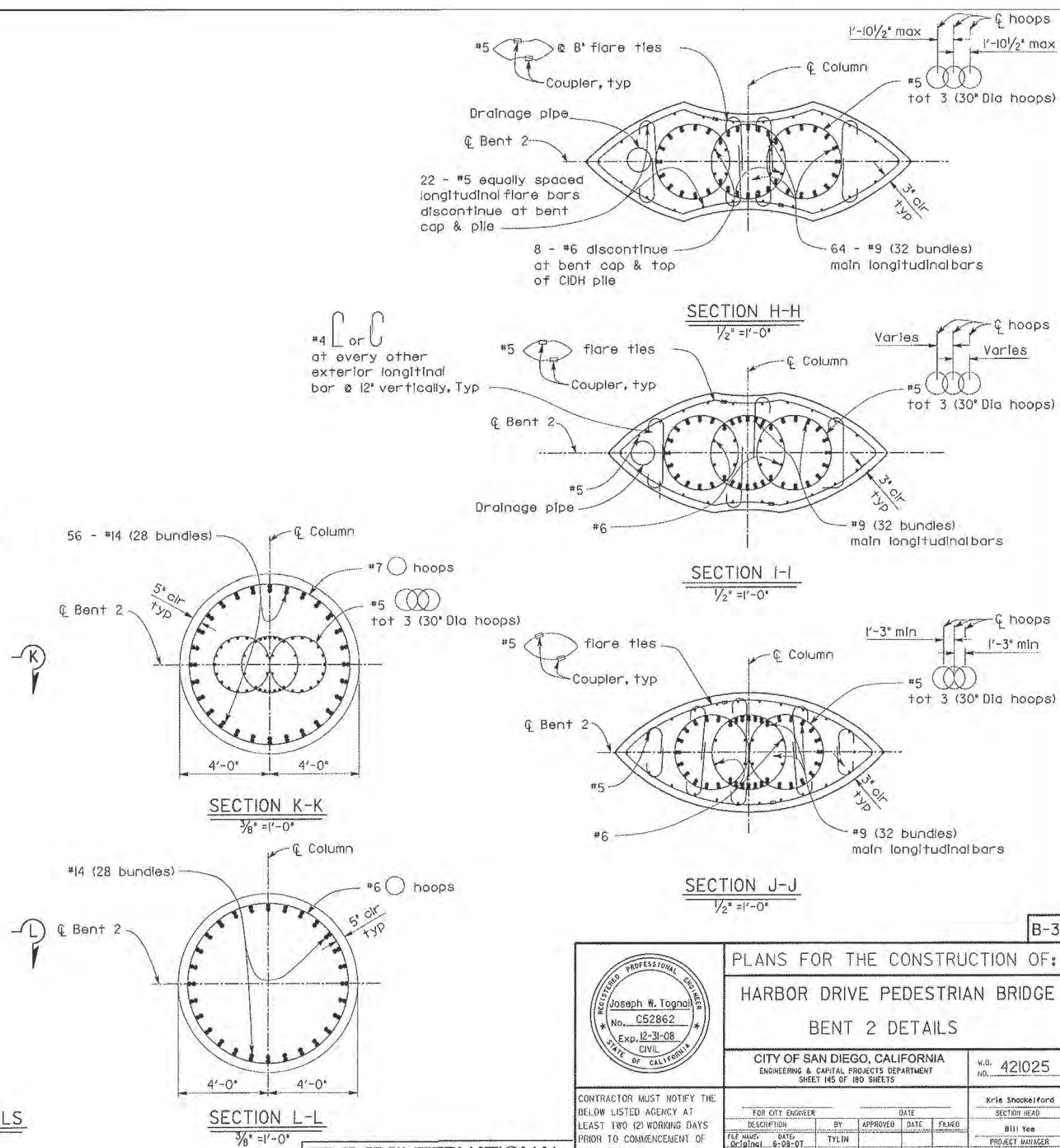
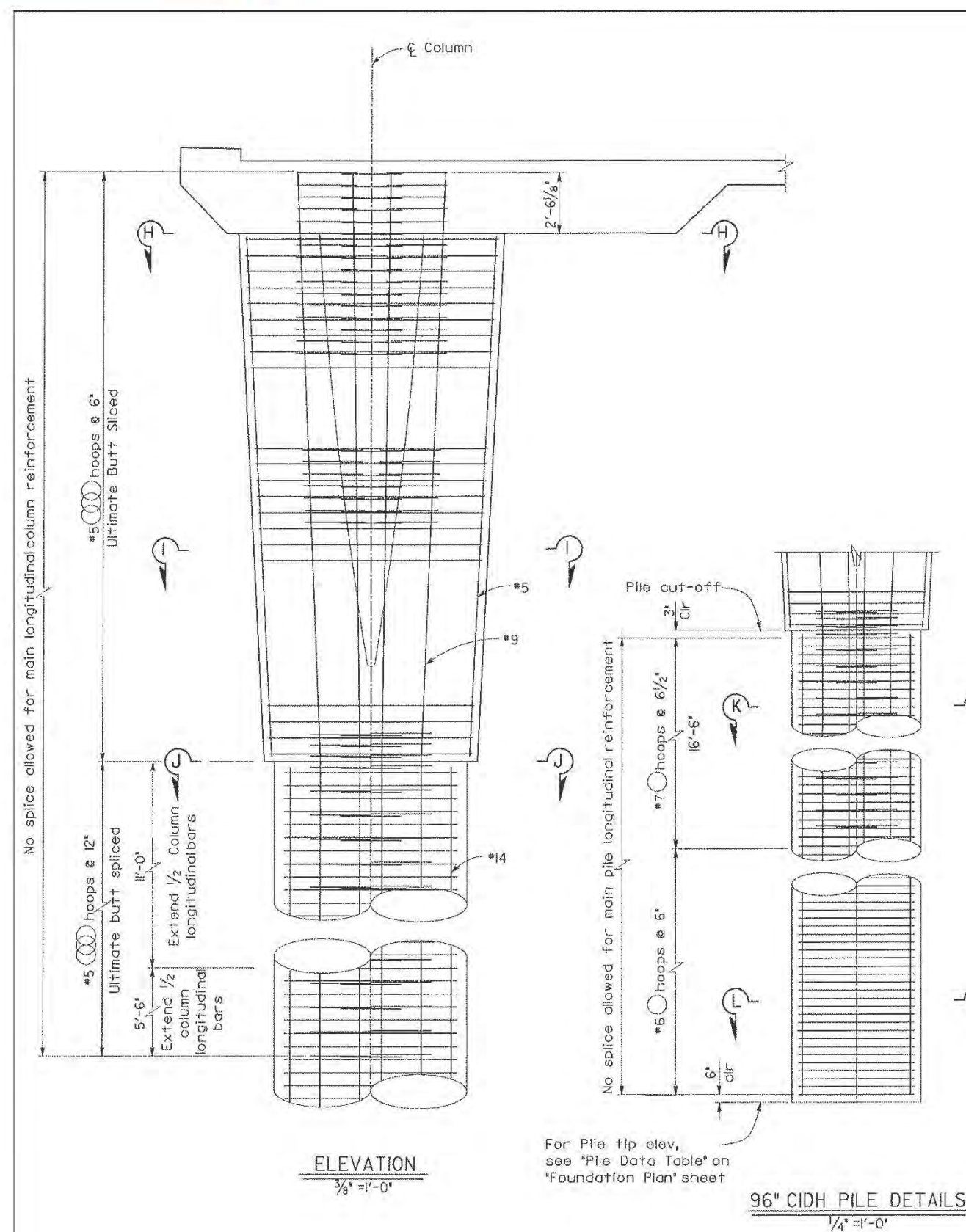


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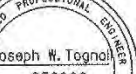








B-35

	<h1 style="margin: 0;">PLANS FOR THE CONSTRUCTION OF:</h1> <h2 style="margin: 0;">HARBOR DRIVE PEDESTRIAN BRIDGE</h2> <h3 style="margin: 0;">BENT 2 DETAILS</h3>																																			
	<h4 style="margin: 0;">CITY OF SAN DIEGO, CALIFORNIA</h4> <p style="margin: 0;">ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 145 OF 180 SHEETS</p>																																			
<p>CONTRACTOR MUST NOTIFY THE BELOW LISTED AGENCY AT LEAST TWO (2) WORKING DAYS PRIOR TO COMMENCEMENT OF EXCAVATION :</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">FOR CITY ENGINEER</td> <td colspan="2" style="text-align: center;">DATE</td> <td rowspan="5" style="width: 20%; vertical-align: top;"> <p>Kyle Shackelford SECTION HEAD</p> <p>Bill Yee PROJECT MANAGER</p> <p>DESIGN ENGINEER 196-1719 LAMBERT COORDINATES</p> </td> </tr> <tr> <td style="width: 30%;">DESCRIPTION</td> <td style="width: 10%;">BY</td> <td style="width: 10%;">APPROVED</td> <td style="width: 10%;">DATE</td> <td style="width: 10%;">FILED</td> </tr> <tr> <td>FILE NAME: DATE:</td> <td>Original: 6-28-07</td> <td>TYLIN</td> <td></td> <td></td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td colspan="2" style="text-align: center;">AS-BUILT</td> <td colspan="2" style="text-align: center;">DATE STARTED</td> <td> </td> </tr> <tr> <td colspan="2" style="text-align: center;">CONTRACTOR</td> <td colspan="2" style="text-align: center;">DATE STARTED</td> <td> </td> </tr> </table>	FOR CITY ENGINEER		DATE		<p>Kyle Shackelford SECTION HEAD</p> <p>Bill Yee PROJECT MANAGER</p> <p>DESIGN ENGINEER 196-1719 LAMBERT COORDINATES</p>	DESCRIPTION	BY	APPROVED	DATE	FILED	FILE NAME: DATE:	Original: 6-28-07	TYLIN													AS-BUILT		DATE STARTED			CONTRACTOR		DATE STARTED		
FOR CITY ENGINEER		DATE		<p>Kyle Shackelford SECTION HEAD</p> <p>Bill Yee PROJECT MANAGER</p> <p>DESIGN ENGINEER 196-1719 LAMBERT COORDINATES</p>																																
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FILE NAME: DATE:	Original: 6-28-07	TYLIN																																		
AS-BUILT		DATE STARTED																																		
CONTRACTOR		DATE STARTED																																		



ATTACHMENT II

5.4 Cost Summary Form (With Costs)

Firm: T.Y. Lin International

Date: 4/17/2018

CITY OF IRVINE - PROFESSIONAL ENGINEERING SERVICES FOR JAMBOREE/MICHELSON PEDESTRIAN BRIDGE, CIP 321601																										
TASK NO.	Work Task or Item*	NO. OF SHEETS	SENIOR PRINCIPAL ENGINEER Karen Chapman		PROJECT MANAGER/ PRINCIPAL ENGINEER Stéphane Dulor		SENIOR ENGINEER II (STRUCTURES) Dan Fitzwilliam		SENIOR ENGINEER II (ROADWAY) Steve Olló		SENIOR ARCHITECT Noel Shamble		ENVIRONMENTAL SERVICES MANAGER		STRUCTURAL / ROADWAY ENGINEER II		ARCHITECT II		DESIGN TECHNICIAN I (CADD)		PROJECT ACCOUNTANT/ ADMINISTRATIVE		SUBCONSULTANTS From Page 2 + 5% markup		TOTAL HOURS	TOTAL FEE
			\$285.00		\$270.00		\$210.00		\$210.00		\$210.00		\$185.00		\$160.00		\$160.00		\$85.00		\$115.00					
			HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST		
1	Project Study	0	4	\$ 1,140	20	\$ 5,400	36	\$ 7,560	35	\$ 7,350	36	\$ 7,560	0	\$ -	140	\$ 22,400	98	\$ 15,680	66	\$ 10,560	16	\$ 1,840	499	\$ 90,127	950	\$ 165,325
1.1	Research			\$ -		\$ -	8	\$ 1,680	4	\$ 840	8	\$ 1,680		\$ -	16	\$ 2,560	8	\$ 1,280	10	\$ 1,600	8	\$ 920	52	\$ 9,652	114	\$ 19,752
1.2	Preliminary Design		2	\$ 570	10	\$ 2,700	20	\$ 4,200	15	\$ 3,150	20	\$ 4,200		\$ -	24	\$ 3,840	60	\$ 9,600	40	\$ 6,400	4	\$ 460	387	\$ 68,786	582	\$ 100,630
1.3	Water Quality Management Plan			\$ -		\$ -		\$ -	8	\$ 1,680		\$ -		\$ -	40	\$ 6,400		\$ -	16	\$ 2,560		\$ -	0	\$ -	64	\$ 10,640
1.4	Project Study		2	\$ 570	10	\$ 2,700	8	\$ 1,680	8	\$ 1,680	8	\$ 1,680		\$ -	60	\$ 9,600	30	\$ 4,800		\$ -	4	\$ 460	60	\$ 11,689	190	\$ 34,303
2	Environmental Analysis	0	0	\$ -	34	\$ 9,180	15	\$ 3,150	4	\$ 840	15	\$ 3,150	66	\$ 12,210	0	\$ -	0	\$ -	0	\$ -	13	\$ 1,495	508	\$ 77,259	655	\$ 103,605
2.1	Environmental Document (CEQA)			\$ -	2	\$ 540		\$ -		\$ -		\$ -	32	\$ 5,920		\$ -		\$ -		\$ -	5	\$ 575	468	\$ 70,119	507	\$ 73,815
2.2	Environmental Studies			\$ -	2	\$ 540		\$ -		\$ -		\$ -	24	\$ 4,440		\$ -		\$ -		\$ -	8	\$ 920	40	\$ 7,140	74	\$ 12,700
2.3	Community/Stakeholder Outreach			\$ -	20	\$ 5,400	15	\$ 3,150	4	\$ 840	15	\$ 3,150		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	54	\$ 12,540
2.4	Public Hearings			\$ -	10	\$ 2,700		\$ -		\$ -		\$ -	10	\$ 1,850		\$ -		\$ -		\$ -		\$ -	0	\$ -	20	\$ 4,550
3	Base Data Review	0		\$ -		\$ -	8	\$ 1,680	4	\$ 840		\$ -		\$ -	10	\$ 1,600	8	\$ 1,280	24	\$ 3,840		\$ -	111	\$ 14,847	165	\$ 23,380
4	Topo/Field Survey	0		\$ -		\$ -	8	\$ 1,680	4	\$ 840		\$ -		\$ -	10	\$ 1,600		\$ -		\$ -		\$ -	122	\$ 16,328	144	\$ 19,670
5	Pothole Exhibit and Excavations (20 locations)	0		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	25	\$ 36,855	25	\$ 35,100
6	Plans, Special Provisions & Estimate	130	6	\$ 1,710	88	\$ 23,760	142	\$ 29,820	58	\$ 12,180	68	\$ 14,280	0	\$ -	1450	\$ 232,000	328	\$ 52,480	1696	\$ 271,360	29	\$ 3,335	695	\$ 112,032	4560	\$ 747,623
6.1	Value Engineering and Cost Report		4	\$ 1,140	16	\$ 4,320	24	\$ 5,040	6	\$ 1,260	10	\$ 2,100		\$ -	16	\$ 2,560	8	\$ 1,280		\$ -	4	\$ 460	0	\$ -	88	\$ 18,160
6.2	Construction Plans	130	2	\$ 570	20	\$ 5,400	30	\$ 6,300	30	\$ 6,300	30	\$ 6,300		\$ -	400	\$ 64,000	320	\$ 51,200	1680	\$ 268,800	5	\$ 575	542	\$ 84,031	3059	\$ 489,474
6.3	Structural Calculations			\$ -	2	\$ 540	40	\$ 8,400		\$ -		\$ -		\$ -	900	\$ 144,000		\$ -		\$ -	5	\$ 575	0	\$ -	947	\$ 153,515
6.4	Special Provisions			\$ -	8	\$ 2,160	40	\$ 8,400	10	\$ 2,100	20	\$ 4,200		\$ -	50	\$ 8,000		\$ -		\$ -	5	\$ 575	74	\$ 13,156	207	\$ 37,964
6.5	Cost Estimates and Backup			\$ -	2	\$ 540	8	\$ 1,680	8	\$ 1,680	8	\$ 1,680		\$ -	60	\$ 9,600		\$ -		\$ -	4	\$ 460	67	\$ 13,271	157	\$ 28,279
6.6	Critical Path Method Schedule			\$ -	40	\$ 10,800		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	4	\$ 460	12	\$ 1,575	56	\$ 12,760
6.7	Caltrans Encroachment Permit			\$ -		\$ -		\$ -	4	\$ 840		\$ -		\$ -	24	\$ 3,840		\$ -	16	\$ 2,560	2	\$ 230	0	\$ -	46	\$ 7,470
7	Materials Data Reports	0		\$ -	1	\$ 270		\$ -	4	\$ 840		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	204	\$ 31,628	209	\$ 31,232
8	Water Quality Compliance	0		\$ -	1	\$ 270		\$ -	16	\$ 3,360		\$ -		\$ -	40	\$ 6,400		\$ -	32	\$ 5,120		\$ -	0	\$ -	89	\$ 15,150
9	Right of Way Engineering	0	0	\$ -	2	\$ 540	0	\$ -	8	\$ 1,680	0	\$ -	0	\$ -	8	\$ 1,280	0	\$ -	10	\$ 1,600	2	\$ -	69	\$ 13,335	99	\$ 17,800
9.1	Right of Way Map			\$ -	1	\$ 270		\$ -	4	\$ 840		\$ -		\$ -	4	\$ 640		\$ -	10	\$ 1,600		\$ -	25	\$ 3,150	44	\$ 6,350
9.2	Legal Descriptions			\$ -	1	\$ 270		\$ -	4	\$ 840		\$ -		\$ -	4	\$ 640		\$ -		\$ -		\$ -	44	\$ 10,185	53	\$ 11,450
10	Utility Coordination	0		\$ -	3	\$ 810	24	\$ 5,040	24	\$ 5,040		\$ -		\$ -	60	\$ 9,600		\$ -	60	\$ 9,600	2	\$ 230	0	\$ -	173	\$ 30,320
11	Construction File	0		\$ -	3	\$ 810	16	\$ 3,360	16	\$ 3,360		\$ -		\$ -	24	\$ 3,840		\$ -	32	\$ 5,120	2	\$ 230	0	\$ -	93	\$ 16,720
12	Coordination Meetings	0		\$ -	40	\$ 10,800	30	\$ 6,300	30	\$ 6,300	30	\$ 6,300		\$ -		\$ -		\$ -		\$ -	4	\$ 460	20	\$ 3,570	154	\$ 33,560
13	Community Presentation & Exhibits	0		\$ -	10	\$ 2,700	5	\$ 1,050	5	\$ 1,050	10	\$ 2,100		\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -	30	\$ 6,900
14	Reimbursables: Reproduction	0		\$ -		\$ 2,500								\$ -				\$ -		\$ -			0	\$ 16,413	0	\$ 18,131
	Subtotal Design:	130	10	\$ 2,850	202	\$ 57,040	284	\$ 59,640	208	\$ 43,680	159	\$ 33,390	66	\$ 12,210	1742	\$ 278,720	434	\$ 69,440	1920	\$ 307,200	68	\$ 7,590	2253	\$ 412,394	7346	\$ 1,264,516
	Percent of total		0.1%	0.2%	3%	5%	4%	5%	3%	3%	2%	3%	1%	1%	24%	22%	6%	5%	26%	24%	1%	1%	30.7%	33%		
15	Construction Support		0	\$ -	2	\$ 540	70	\$ 14,700	22	\$ 4,620	46	\$ 9,660	0	\$ -	66	\$ 10,560	8	\$ 1,280	64	\$ 10,240	4	\$ 640	172	\$ 28,204	454	\$ 80,444
15.1	Requests for Information			\$ -		\$ -	24	\$ 5,040	12	\$ 2,520	20	\$ 4,200		\$ -	24	\$ 3,840		\$ -		\$ -	2	\$ 320	38	\$ 6,529	120	\$ 22,449
15.2	Change Order Analysis			\$ -		\$ -	16	\$ 3,360	8	\$ 1,680	16	\$ 3,360		\$ -	10	\$ 1,600		\$ -		\$ -	2	\$ 320	8	\$ 1,140	60	\$ 11,460
15.3	Submittal Review			\$ -		\$ -	6	\$ 1,260	2	\$ 420	2	\$ 420		\$ -	2	\$ 320		\$ -		\$ -		\$ -	18	\$ 3,015	30	\$ 5,435
15.4	As-Built Drawings			\$ -	2	\$ 540	24	\$ 5,040		\$ -	8	\$ 1,680		\$ -	30	\$ 4,800	8	\$ 1,280	64	\$ 10,240		\$ -	108	\$ 17,520	244	\$ 41,100
	Subtotal Construction Support:		0	\$ -	2	\$ 540	70	\$ 14,700	22	\$ 4,620	46	\$ 9,660	0	\$ -	66	\$ 10,560	8	\$ 1,280	64	\$ 10,240	4	\$ 640	172	\$ 28,204	454	\$ 80,444
	Percent of total		0%	0%	0%	1%	15%	18%	5%	6%	10%	12%	0%	0%	15%	13%	2%	2%	14%	13%	1%	1%	38%	35%		
	Total Design and Construction Cost:		10	\$ 2,850	204	\$ 57,580	354	\$ 74,340	230	\$ 48,300	205	\$ 43,050	66	\$ 12,210	1808	\$ 289,280	442	\$ 70,720	1984	\$ 317,440	72	\$ 8,230	2425	\$ 440,598	7800	\$ 1,344,960

*Note: The work effort estimated to prepare plans should include the work required for plan processing and response to plan check comments to the point of approved plans by the City, County or Applicable Agency.



CITY OF IRVINE

Issue Date: February 20, 2018

**Request for Proposal
Professional Engineering Services
for
JAMBOREE/MICHELSON PEDESTRIAN BRIDGE
CIP 321601**

**Proposal Due Date:
Thursday, March 8, 2018
Time: 4:00 p.m.
Electronic Submittal Only**

**REQUEST FOR PROFESSIONAL SERVICES
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ATTACHMENTS

1. PRELIMINARY CONCEPT PLANS PREPARED BY AECOM
2. CENTRAL PARK WEST CONCEPTUAL RENDERINGS
3. IBC VISION PLAN EIR (CC RESOLUTION #10-79)

1 **PROJECT DESCRIPTION**

The PROJECT proposes to construct a pedestrian bridge crossing over Jamboree northerly of the intersection with Michelson. The PROJECT is constrained by private developments on each side of Jamboree; the CONSULTANT will need to consider constraints such as right of way, physical improvements and utilities on each side of the street to determine the most appropriate location and geometry of the bridge landings. The City Council has selected a girder type bridge for this project. The CONSULTANT shall be responsible for final design of the bridge and incorporate architectural elements to match with the adjacent properties. In addition, the City Council has expressed their desire to incorporate landscaping around the landings and to the extent possible on the stairways to soften the visual impacts of the bridge landings. The CONSULTANT will also be responsible to identify all utilities and utility easements that may interfere with the PROJECT and coordinate the design of any required utility relocations. It is anticipated that an Initial Study and Mitigated Negative Declaration (IS/MND) will be required to meet CEQA requirements for the project. The CONSULTANT shall complete the environmental phase of the project while simultaneously working on the final design in order to meet the expedited delivery schedule.

1.1 BACKGROUND AND PREVIOUS CONSULTING SERVICES

The City Council reviewed Conceptual renderings prepared by AECOM (**ATTACHMENT 1**) and directed staff to proceed with a girder type bridge. Conceptual renderings included of the Central Park West development are attached as (**ATTACHMENT 2**). The proposed Central Park West development is under review by the City Planning Department. The property owner has expressed interest in having a connection from the bridge into their building. As such, the landing will need to be designed to accommodate a future connection. The proposed pedestrian bridge is an element of the IBC Vision Plan (**ATTACHMENT 3**). Due to physical constraints at the landings, it was determined by the Irvine Residents with Disabilities Advisory Board (IRDAB) that elevators should be used to address ADA accessibility.

1.2 PROPOSED PROJECT

The City is requesting a proposal to secure professional services for the preparation of all necessary environmental documents and construction documents for the construction of the pedestrian bridge. This work shall include bridge and footing design including structural calculations, street improvement plans, right-of-way engineering (mapping & legal descriptions for temporary and permanent easements), landscape planting/irrigation plans, construction details, traffic signal modification plans, traffic striping plans, traffic control plans, utility coordination/mapping, and specifications and construction cost estimates for the construction of the pedestrian bridge. The CONSULTANT will be expected to identify areas needed for construction and propose methods to minimize construction durations and impacts to traffic.

The project must be delivered on an expedited schedule as stated in this RFP. The Consultant shall meet this challenge by providing appropriate technical expertise and personnel availability to meet an aggressive schedule. The Consultant shall provide all services necessary to complete all phases of the PROJECT in a timely manner.

Right of way acquisition and appraisal services will be accomplished under a separate professional services contract.

1.3 PROJECT LOCATION



2 **PROPOSAL REQUIREMENTS**

2.1 GENERAL REQUIREMENTS

The Consultant is requested to submit their proposal concise and to the point. Examples of previous work shall be submitted and could influence the evaluation process either for or against the proposal.

The City of Irvine ("City") recognizes that significant effort is expended in the preparation of a thorough and responsible proposal. However, a proposal is a voluntary response on the part of a Consultant, and this Request for Proposal (RFP) does not commit the City to pay any costs incurred in its preparation. The City reserves the right to accept or reject optional elements of this proposal, the proposal in part or its entirety.

All data, documents and other products used or developed during the project will become the property of the City.

Questions: All questions related to this RFP shall be directed to Thomas Perez, CIP Administrator at tperez@cityofirvine.org no later than 4:00 PM, Thursday, March 1, 2018. Responses will be provided to all consultants by 3:00 PM, Tuesday, March 6.

Submittal: One (1) digital copy in Portable Document Format (PDF) form shall be submitted. Maximum size of document is not to exceed 9MB. No exceptions to this requirement will be considered. Email proposals to:

Thomas Perez, PE, CIP Administrator
tperez@ci.irvine.ca.us

CONSULTANT SELECTION:

The selection process is a two-part process. The proposals will be evaluated by the Selection Committee based on the following criteria:

#	Criteria	%
1	Experience and qualifications of firm and designated project management staff, other key personnel, and sub-consultants (if applicable).	30%
2	References for similar work completed within the last five years	30%
3	Methodology/Project Approach	30%
4	Responsiveness to the Request for Proposals	10%
		100%

The Selection Committee will evaluate the proposals on the criteria above. A presentation may be required to the Committee and/or visit to the Consultant's office before a final selection is made.

2.2 ORGANIZATION OF THE PROPOSAL

All proposal information must be presented in a single document as follows: Cover

Cover Letter

Table of

Contents

- I. Proposal Statement
- II. Project Understanding and Creativity
- III. Scope of Services, including approach and methodology
- IV. Project Schedule
- V. Project Cost and Contractual Consideration
- VI. Addendum Section
- VII. Project Personnel and Experience
- VIII. Sample of Consultant's Work for Similar Projects

2.3 CONTENT OF THE PROPOSAL

Cover. The cover must show the title of the project as it appears in this RFP or the cover letter, the name of the Consultant, and the name, address, and telephone number of the responsible person having knowledge of, and authority for the proposal. **The City of Irvine logo shall not be used anywhere on the proposal.**

Cover Letter. Please attach a brief cover letter which states the Consultant's objectives and highlights the proposed contents and Consultant's qualifications for this project.

Table of Contents. Please list in table form the contents of your proposal.

- I. Proposal Statement. Please attach the following statement signed by the Consultant or a representative authorized to bind the firm in all respects to your proposal:

Consultant acknowledges that the Proposal is signed by an official authorized to bind the firm and that he/she is aware of the services, schedules, and products described and required by this proposal. Consultant agrees to provide these services and products according to the project schedule in Section 4 and on a time and materials fee contract basis, not to exceed **individual task items and total consultant fee** listed in the cost summary in Section 5. Financial reimbursement to the City will be required for design errors caused solely by the Consultant or its sub-consultants.

This Proposal shall be valid for ninety (90) days.

Consultant: _____

By: _____

Date: _____

- II. Project Understanding and Creativity. Include a brief overview of the Consultant's understanding of the project. The content will reflect the particular viewpoint of the Consultant. Creativity and value engineering are encouraged in this endeavor.

- III. Scope of Services. Include a brief work program to accomplish the tasks and services described in this RFP. If a particular task (and the services it requires) described in this RFP is acceptable to the Consultant, make a simple statement to that effect. For example, you may define the services you will perform under a given task heading in the following way: "No exceptions to the City Scope of Services." This will eliminate lengthy repetition.

Where the City Scope of Services does not adequately define or include the tasks required to provide complete professional services, describe your additional recommended services and program in the Addendum Section of the RFP. Include descriptions of your unique approach, work plan clarifications needed, assumptions made, proposed techniques or methods and describe progress reports, presentations, special services or products you are recommending. Elaborate on any special or additional tasks required. Please list extra items independently.

Provide a description and a sample of your past Quality Control Program documents and explain how it will ensure quality work and on-time product delivery.

- IV. Project Schedule. **Time is of the essence – please review the project milestone schedule included in this RFP as it is firm.** The project schedule(s) are defined in detail in Section 4 of the Schedule for Performance of Services. Since the schedule forms an integral part of this work program, they must be included in your proposal and the costs to maintain the schedule must be reflected in your fee. If you are in agreement with the schedule, then make a simple statement to that effect.

Documents submitted for first formal plan check shall be at 60% complete to minimize the need for more than the initial and final reviews. Prior to formal plan check, the Consultant shall provide progress prints and special provision updates. Documents submitted to the City that are incomplete will be returned to the Consultant unchecked and the Consultant will be expected to maintain the project delivery schedule at no additional cost to the City.

Provide samples of your schedule control tools that you used to recover from unexpected schedule problems on past projects.

- V. Project Cost and Contractual Consideration. The proposal must summarize by task, the services to be provided by the Consultant, and the cost for each task. A list of fees and expenses, including all incidental blueprinting, photocopying and miscellaneous costs estimated to be accrued during the life of the contract must be provided in the reimbursable costs. The firm must provide fair and reasonable pricing.

Section 5 includes a Cost Summary Form to be used for this proposal. The itemized breakdown of costs is required for comparing similar tasks and cost allocations. Services shall be provided according to the project schedule in Section 4 and on a time and materials fee contract basis, not to exceed the individual task items and total project cost listed in the cost summary in Section 5.

Markup on sub-consultant's services is limited to 5%.

Provide samples of your budget control tools that you used to recover from unexpected budget problems on past projects.

- VI. Addendum to RFP (Items by Consultant). Any changes, exceptions or additions to this RFP that are required to ensure a **complete** project are to be included in this section. Include any additional or special tasks that you believe are necessary to accomplish the objectives of the RFP. Include proposed fees to complete the described tasks. If the task must be completed by others, please so state. This will allow a reasonable comparison of the proposals submitted. Typical work items/tasks/checking required by standards of professional practice to ensure complete professional services should be accounted for in the **original** proposal response.

Additional scope items, not a part of the original scope of work, will be at a negotiated time and materials or lump sum fee authorized in writing prior to beginning that extra work.

- VII. Project Personnel and Experience. If the Consultant team is a joint venture, indicate who will be the prime Consultant. List all sub-consultants, if any, and briefly discuss the sub-consultant's qualifications for the project. List key personnel and other key supporting team members and sub-consultants to be assigned to this project on the forms provided in Section 6. Identify the areas of expertise of the lead personnel. Include brief summaries of previous work **similar to that requested** (at least 2 of similar size and value) within the last five (5) years, including client contact information for reference verification.

Describe the experience of the Project Manager. The designated Project Manager shall be the primary contact with the City during the contract period and shall function in that capacity while employed by the firm. **In addition, the City must be notified and approve any changes of personnel.**

Identify your key staff's present workload as a percent available to perform work on schedule, if awarded.

Provide a backlog curve with this proposal to show your available staff days available for this project.

Our records indicate your firm is part of the current City of Irvine on-call consultant team. Should you consider responding to this request, your firm must provide the City with current proof of adequate insurance as outlined in the Agreement for Consultant Services.

- VIII. Samples of Consultant's Work for Similar Projects. Provide several sample plans and excerpts of your APWA formatted special provisions and bid item measurement and payment clauses from a recently constructed project. Provide a copy of a Project Management Plan you prepared on a similar project.

3 **SCOPE OF SERVICES**

3.1 OBJECTIVES

The objective of this work is to prepare all necessary environmental documents and secure approval. Secure approval of all plans, specifications (including bid schedule) and cost estimates, provide utility relocation coordination services for all utilities in conflict with proposed improvements, and acquire permits from all applicable outside agencies for the PROJECT in order to immediately thereafter advertise, bid, and award a construction contract. The work of this RFP is to be performed in an expeditious, professional manner in keeping with the Schedule of Services.

3.2 SCOPE OF SERVICES

1. Project Study

Research and Review

The Consultant shall research all work performed to date in the project vicinity that impacts the design of the improvements such as existing improvement plans/engineering reports of record. The Consultant shall research the project including utility prior rights and agreements (i.e. fee ownership, recorded or unrecorded easement, implied/secondary easement, joint use and/or consent to common use agreements, prescriptive right, lease, license, franchise, encroachment permit, trespass), review project area and evaluate existing conditions. In regards to the utilities in the project area, the Consultant shall provide proof of property rights through the above referenced documents. The Consultant shall also review project area and evaluate existing conditions. The Consultant shall obtain the necessary right-of-way maps and as-built maps.

Property ownership from assessor records, assessor parcel numbers and parcel size shall be researched. Right-of-way data shall be graphically plotted onto base maps. The Consultant shall make contacts with utility agencies/owners having facilities within the project area. Utilities, which may impact the project, shall be plotted on the base plans with the respective utilities disposition.

Deliverables

- 1) Figures/maps documenting research results
- 2) Contact letters/correspondence
- 3) Title Reports

Prepare Preliminary Design Plans

ATTACHMENT 1 serves as the preliminary concept plan for the proposed improvements and could potentially be modified to address the findings from other tasks. The consultant is to develop at least two alternative alignments that consider right-of-way requirements that are most cost effective and have the least impact on properties. The Consultant shall obtain clearance from the City prior to finalizing the precise alignment. The exhibit should show all existing and proposed right-of-way lines and acquisition, Assessor Parcel (AP) numbers and street addresses of properties and property owner's names impacted by the proposed improvement, including legend identifying types of impacts; square footage, TCE's, addresses, etc.

Preliminary engineering plans shall be prepared for the project in accordance with City of Irvine codes and standards and State and County standards as applicable. Efforts under this task shall include: (1) preliminary geometric plans for bridge, (2) update existing utility information, (3) bridge elevations (4) verify traffic signal modification needs, (5)

transfers of existing right-of-way information and (6) plotting of ultimate envisioned right-of-way for improvements.

Information shown on the plans shall include: (1) assessor parcel numbers, (2) high risk and low risk utilities, (3) bridge landing footprints, (4) existing and proposed right-of-way lines, (5) signal pole locations, (6) project limits, and (7) local roadway modifications.

The Consultant shall identify if any modifications to existing improvements are required to construct the project.

All work performed by the Consultant shall conform to accepted professional standards and the latest editions of the City of Irvine Standard Plans; Street, Hydrology and Hydraulics, Street Lighting, Grading, Landscape and Irrigation, and Electrical sections of the City Design Manual; State Department of Transportation (applicable Standard Plans, Specifications & Special Provisions, and other reference materials); California Manual of Uniform Traffic Control Devices; Standard Specifications for Public Works Construction (Green Book); in order to obtain plan approvals.

Deliverables

- 1) Preliminary geometric plans and bridge elevations
- 2) Exhibits supporting the constructability of the project

Preliminary Water Quality Management Plan

The consultant shall prepare the Preliminary Water Quality Management Plan (WQMP) as described in Exhibit 7.II Model WQMP. The model WQMP has been developed to aid the County of Orange, the Orange County Flood Control District, and the cities in Orange County and project proponents with addressing post-construction urban runoff and stormwater pollution from new development and significant redevelopment projects that qualify as Priority Projects. Three (3) copies of the draft document shall be provided to the City at each review stage.

Deliverables

- 1) Hardcopies and electronic copy of the Draft Preliminary WQMP
- 2) Hardcopies and electronic copy of the Final Preliminary WQMP

Prepare Project Study

The consultant shall prepare the Project Study. Five (5) copies of the draft study shall be submitted to the City. Project cost estimates for all alternatives shall be included in the study and shall detail estimated quantities and unit costs for major work items, including right-of-way acquisition, private property improvements and utility impacts. Project cost estimates shall also be prepared for the alternatives proposed. The consultant shall provide a recommendation for the preferred alternative, if any. In addition, the Consultant shall document any variance from City codes and standards. The study shall identify the type of variance needed and document the reasons for such variance.

Deliverables

- 1) Hardcopies and electronic copy of the draft study
- 2) Hardcopies and electronic copy of the final study

2. Environmental

Environmental Documentation Approach

The environmental consultant shall work and coordinate closely with the design team to ensure the expedited preparation of the required CEQA documentation and the requisite technical reports and analyses. In order to expedite the project, the preliminary design work shall be scheduled to occur concurrently with the environmental documentation phase.

Environmental Document (CEQA Compliance)

The Consultant shall prepare the environmental document that is deemed appropriate, including any necessary studies, manage public review including agency reviews, provide responses to comments and prepare the Mitigation Monitoring and Reporting Program. This task shall include the preparation of an Initial Study and environmental document pursuant to CEQA and in accordance with the City of Irvine CEQA Manual.

The Consultant shall manage the distribution and coordinate the environmental document submittal, including the filing of required CEQA Notices, payment of all applicable filing fees, and mailing of all public notices.

The Consultant shall be responsible for the overall management and supervision of the environmental review, including consultation with the appropriate state and local agencies.

Deliverables

- 1) Initial Study (Draft and Final) – 10 hard copies and electronic files (pdf and Microsoft Word)
- 2) CEQA Document (Draft and Final) – 10 hard copies and electronic files (pdf and Microsoft Word)
- 3) Mitigation Monitoring and Reporting Program – 10 hard copies and electronic files (pdf and Microsoft Word)
- 4) Required CEQA Notices
- 5) Public Notices

Community and Stakeholder Outreach

The consultant shall assist and participate in all public meetings relative to the environmental documentation phase of the PROJECT. The consultant shall provide presentation materials, graphics, exhibits, information fact sheets, and other pertinent tools and resources for these meetings.

Public Hearings

The consultant shall assist and participate in all necessary public hearings with the Transportation Commission, Planning Commission and City Council relative to the approval of the environmental documentation.

3. Base Data Review, Create Master CAD File

Review city, county, Caltrans (if necessary) and utility company records for all previous work performed to date in the project vicinity that impacts the design of the improvements including, but not limited to:

- Existing improvement plans/engineering reports of record
- Right-of-way mapping, ownership/easement records, title reports
- Preliminary engineering for this project

- Environmental Clearance and Mitigation Measures
- City/other agency engineering design standards, codes and plan processing procedures

Use of the information from “as-built” or “record” plans shall not release the designer from its responsibility to verify the accuracy of the information, including potholing potential conflicts, dipping manholes, field verification to determine elevation join points and utility conflicts in order to provide a complete design. Due to regular elevation datum adjustments, record plan elevation data should not be relied upon without independent survey and/or pothole verification. Record drawings are for reference only and shall not be relied upon as 100% accurate.

Provide written confirmation of your understanding of said data and related designs or note areas where exceptions are taken and recommendations are required for securing conformance or approval. Provide the City PDF copies of all base data records obtained.

Engineering and Design

DESIGN CRITERIA. All Consultant work and deliverables shall conform to accepted professional standards and the latest editions of AASHTO, City of Irvine Standard Plans, City Design Manual (Street, Hydrology and Hydraulics, Street Lighting, Grading, Landscape and Irrigation, and Electrical sections), City of Irvine Park Standards Manual, City of Irvine Security Code Plan Requirements, Caltrans (applicable Standard Plans, Specifications & Special Provisions, and other reference or design guidance materials); California Manual of Uniform Traffic Control Devices; Standard Specifications for Public Works Construction (Green Book); and other applicable agency or utility or public utilities commission requirements, standard plans and specifications in order to obtain plan approvals.

Deliverables

- 1) Plans shall be computer plotted on 24" x 36" bond/vellum paper at 1" = 40' scale unless otherwise noted. The plans shall include a current City of Irvine Public Works Title Sheet or format conforming to other agencies' requirements if the project is in another agencies' right-of-way. The City's title sheet and title block plan sheets are available on the City of Irvine web site. Final plans shall be delivered as AUTOCAD 2010 or higher (.DXF or .DWG file format) and PDF with two copies of a Compact Disk (CD)/USB thumb drive supplied to the City upon completion of design. Consultant shall scan the final approved (signed) Title Sheet to a PDF and provide to the City.
- 2) Consultant shall process PS&E plan checking and permit approvals through the City, utilities and other applicable agencies.

Laws and Regulations

Consultants shall make themselves aware of all federal, state and local laws, rules and regulations concerning public works. The deliverables provided to the City shall conform to those regulations to ensure a complete and conforming project. The Consultant and its sub-consultants shall follow the Labor Code regarding prevailing wages to those workers employed on public works contracts performing applicable duties in the “General Prevailing Wage Determinations made by the Director of Industrial Relations.”

The project documents and specifications shall ensure the Contractor is made aware of its obligations for compliance with all environmental laws and regulations including, but not limited to, noise, dust, water quality, nesting birds, best management practices, erosion and sediment control.

Continuing Professional Responsibility/Liability

The Consultant shall at all times be fully responsible for the work produced. Plan checking or the City Engineer's signature on the project plans and special provisions does not relieve the Consultant of the responsibility for Consultant errors or not conforming to the requirements of this RFP. The Consultant will be required to make corrections at its cost if the Consultant did not use professional standard of care or comply with the requirements of this RFP.

Deliverables

- 1) Provide PDF records research materials organized by source of information and when new information is received. Provide consultant master CAD file of record street centerline, curb, drainage, right-of-way fee and easement and utility data for city review.
- 2) Photograph project site existing conditions and provide labeled digital photos to City Project Manager on CD/DVD or USB thumb drives.

4. Surveying/Existing Conditions Documentation

A design survey shall be conducted to collect/verify horizontal and vertical location of existing improvements to provide a complete design. If additional survey work is required, define your recommended design survey in the Addendum Section. Survey data should extend outside of project limits sufficiently to plot joins to existing improvements, verification of unimpeded intersection sight distance triangles, etc. Survey notes and mapping shall include, but not be limited to, curb, drainage features, gutter, tree diameter (at breast height)/type, signs/sign message, improvements, buildings, ROW encroachments/overhangs, utility poles/ facilities/markers, fencing, survey horizontal/vertical monuments, surface break lines/feature lines, striping, sidewalk, ADA ramp limits, street furniture, etc.

All survey data shall be located in the California state plane horizontal coordinate system, North American Datum 1983 and North American Vertical Datum 1988 and their latest adjustments/epochs.

Temporary construction easements shall be provided when required. Provide sufficient survey information to prepare right-of-way (ROW) exhibits necessary to secure ROW acquisition and temporary construction easements per for parcels shown in **ATTACHMENT 1**. All work shall comply with the provisions of the Business and Professions Code, Section 8700-8805.

Deliverables

- 1) Submit all survey electronic files, aerial orthophotos, calculations, and notes/sketches. As a minimum, notes and calculations used to compile topographical information and culture notes indicating specific locations of all existing facilities and obstructions within the project right-of-way shall be submitted.

5. Potholing

Pothole existing utilities crossings, underground structures and proposed traffic signal foundations or other facilities that could pose a conflict with the proposed project. Prepare an exhibit of all planned potholes for City review prior to scheduling work. Design project improvements to avoid underground obstructions and/or coordinate with utilities for obstruction relocation. Preparing a PS&E that avoids conflicts with record substructures is included in the consultant fees. A no fee encroachment permit and traffic control plans are required for potholing within existing right-of-way shall be included in this task. City encroachment permit conditions include, but may not be limited to, potholes in AC

pavement to be slurry backfilled, street fog sealed, and traffic striping restored. Fog sealing street is not necessary if future improvements will reconstruct the street in that area.

Include twenty (20) potholes as part of this work.

Deliverables

- 1) Prepare a pre-potholing exhibit prior to scheduling work. Provide city pothole information notes showing the location, horizontal and vertical size of excavation. Plot pothole information on plans and verify no design conflicts still exist. Redesign proposed facilities to avoid substructure conflicts, if necessary.

6. Value Engineering (VE)

Identify design/construction alternatives that may be employed to reduce project costs and minimize conflicts between the proposed improvements and existing site improvements and utilities. Submit alternatives to the City for review prior to commencing final design.

Deliverables

- 1) Submit VE alternatives and cost calculations to the City for review prior to commencing final design.

7. Permits

Prepare and submit permit applications to each regulatory agency required for plan approvals. Permit application fees will be paid by the City with proper documentation.

The project area is located in the City. Permits issued by the City will be "No Fee." If a permit(s) is required for any work outside of the City's jurisdiction, the Consultant shall include permit application and processing services with these engineering services. The City will pay agency permit application fees.

Permits are anticipated to be needed from:

- State of California, Department of Transportation – encroachment permit
- Airport Land Use Commission

Deliverables

- 1) Provide City one copy of draft permit applications and hardcopies of final approved permits.

8. Plans

All plans shall show all existing and proposed right-of-way lines. Show proposed temporary and permanent right-of-way required to construct and maintain the proposed improvements. Existing and proposed permanent and temporary right-of-way shall be clearly labeled and dimensioned. Utilities and substructure facilities, etc. that could conflict (horizontally or vertically) with proposed construction shall be clearly shown on all plans.

Deliverables

- 1) Plans will be plotted on 11"x17" sheets for review/plan check. All text heights will be equal to or larger than 0.1" height at the reduced plot size.
- 2) Plans shall be computer plotted on bond/vellum paper. The plans shall include a current City of Irvine Public Works Title Sheet or format conforming to other agencies' requirements if the project is in another agencies' right-of-way. The City public works title sheet and title block

plan sheets are available on the City of Irvine web site. Final plans shall be delivered as AUTOCAD 2018 or later (.DXF or .DWG file format) and PDF with copies on two USB thumb drives supplied to the City upon completion of design. Consultant shall scan the final approved (signed) Title Sheet to a PDF and provide to the City. Consultant shall process PS&E plan checking and permit approvals through the City, utilities and other applicable agencies.

- 3) Prepare complete plans including, but not limited to, the following (unless other jurisdictional agency plan formatting requirements specify otherwise):
- City Capital Improvement Project title sheet.
 - Bridge Plan and Construction details.
 - Bridge Elevations
 - Bridge foundations Plan.
 - Typical roadway cross sections/details, not to scale.
 - Construction Details, scale as necessary for clarity.
 - Utility composite plans, 1"=40'. Show all record utilities and utility easements within the project work area. Coordinate any utility company relocation plans with project design (if necessary). Third party utility relocations to be done during construction shall be Consultant verified and included in the bid plans. Provide a utility relocation construction time window in the technical specification for any utility company relocation work.
 - Roadway improvement plan, 1"=40' H, 1"=4' V scale.
 - 1"=20' scale. Provide existing and proposed elevations and 0.2' contour interval contours.
 - Landscape, Irrigation and details, 1"=20' scale. This item of work shall include the preparation of plans for irrigation and landscape modification, necessary to facilitate the proposed improvements, including modification to existing irrigation systems required as a result of construction. Verify existing irrigation design and proposed modifications with controller/system operation.
 - Striping and Signing plans, 1"=40' scale. Ensure existing damaged or non-retroreflective signs are included to be replaced, if necessary. Ensure proposed signing and striping meets City and MUTCD standards.
 - Traffic Signal Modification plans and notes, 1"=20' scale. Pothole mast arm pole foundations and poles near utilities to FULL depth and width prior to finalizing design. Provide proof of pothole excavation location and dimensions to City.
 - Traffic Signal Interconnect, 1"=40' scale. Consultant shall open EACH interconnect pull boxes to measure and document length of existing interconnect slack.
 - Traffic and Pedestrian Control/Staging/Construction signing plans, 1"=40' scale. Show the various multiple stages of construction to accomplish the work while also maintaining sufficient capacity for vehicle traffic and pedestrian access through the worksite and to adjacent property. Show detours and construction details of park trails needing modification, temporary closure, creation of new temporary all weather trail links at various locations to facilitate park trail use. Provide "Caltrans format" lane closure charts.
 - Street light relocation, 1"=40' scale. Coordinate relocations with the City and Southern California Edison.
 - Contour Grading plan, 1"=40' scale.
 - Temporary BMP Water Pollution/Erosion Control plan, 1"=40' scale.

* Additional plans that the Consultant deems necessary to enhance/complete the design, not listed above, should be discussed in the Addendum Section of the proposal.

9. Materials Data Report

This item of work shall include all design and testing data required for the proper design of the proposed improvements. This work includes, but may not be limited to, subgrade percent moisture content, plasticity, sulfate, and corrosivity and R- value tests.

Deliverables

- 1) Material Reports
- 2) Boring Logs

10. Special Provision, Quantities, Critical Path Method (CPM) Schedule and Cost Estimates

The Consultant shall develop one complete set of technical specifications as Special Provisions in conformance with APWA "Green Book" format and provide copies of required permits and reference standard plans/materials to be inserted into the City's contract bid documents. Edit City "boilerplate" contract document to include all required text.

Every contract item of work must be fully specified including a measurement if "Green Book" requirements do not fully describe the required work. Provide sample excerpts of previous consultant work.

Provide source of information and justification of bid item unit prices prior to final plan approval. **Provide a construction quantity take-off list broken down by sheet and an updated cost estimate for each plan check submittal and a final engineer's estimate of the project cost.** The quantity calculations should be clear as to where the specific items are located, i.e. reference to station/offset or other method. Provide sample excerpts of previous consultant work.

Provide a Critical Path Method (CPM) schedule showing the items of construction in a logical sequence and work days estimated for each item. Provide liquidated damages calculation amount (Caltrans method).

Deliverables

- 1) Electronic and hard copy special provisions, sheet quantity calculations, Critical path method schedule, cost estimates at each plan review and at 30%, 60% and final plan submittal.
- 2) Field review the entire site to ensure the proposed design is constructible and is compatible with existing improvements.

11. Other Environmental and Water Quality Compliance

Comply with all laws, rules, and regulations concerning environmental permitting.

The construction documents shall require the construction Contractor to engage a licensed engineer to prepare a SWPPP for the project that covers all items within the scope of work. Consultant shall provide base project data for plan preparation (areas, slopes, etc.). This work includes documentation and incorporation of environmental requirements (NPDES, temporary and permanent BMPs, air/water quality, nesting birds/endangered species, erosion/sediment control) into the project construction documents.

Comply with and incorporate into the Contract Documents the latest requirements of the Orange County MS4 permit, Order No. R8-2010-0062, NPDES Permit No. CAS618030 and

as amended/replaced. Copies can be found at http://www.waterboards.ca.gov/rwqcb8/board_decisions/adopted_orders/orders/2010/10_06_2_A_mending_OCMS4_09-0030.pdf, the County's Drainage Area Management Plan (DAMP) at <http://ocwatersheds.com/documents/damp/mapplan>, the State's General Construction Activities Permit (Order No. 2010-0014-DWQ, NPDES No CAS000002, at http://www.swrcb.ca.gov/board_decisions/adopted_orders/water_quality/2010/wqo2010_0014d_wq.pdf, and USEPA guidance, "Managing Wet Weather with Green Infrastructure; Green Streets," in a manner consistent with the maximum extent practicable standard, and preparing a Project Water Quality Management Plan (WQMP) if warranted.

Deliverables

- 1) Draft and final WQMP, if warranted.
- 2) Incorporate all mitigation measures into PS&E. Provide checklist of each required mitigation activity and its disposition and any future actions by City or Contractor.
- 3) Required environmental monitoring testing and monitoring services per the environmental documents (estimate the amount of monitoring days required and provide fee in sealed envelope).

12. Right-of-Way Engineering (ROW) and Legal Descriptions

The following is the minimum required Scope of Work for right-of-way Engineering services by Consultant:

1. Prepare a Right of Way map for the project.
2. Obtain Preliminary Title Reports for all affected parcels.
3. Prepare Legal description, plats and exhibits for the permanent as well as temporary construction easements.

Deliverables

- 1) Preliminary Title Reports
- 2) ROW Map
- 3) Legal Descriptions and Plat Maps for permanent easement Parcel
Legal Description and Plat Maps for Temporary Construction easement Parcels.

13. Utilities Substructure Identification/Research and Coordination

Identify and plot all utility facilities within the project area and coordinate with all utility companies affected by the project. Any utility relocation, including adjustments to grade shall be processed and permitted with the various agencies and utility companies, including City approval of street light locations, and encroachment permits if required, as part of this item of work. The Consultant shall coordinate and notify the City of any costs to be paid by the City for utility relocations early in the design process. The Consultant shall track the progress/schedule of the utility company responses and relocation plan preparation in order to have the utility facility relocated prior to construction (preferred) or to ensure final approved utility relocation plans are documented in the City construction plans and the number of working days required by the Utility to construct their facilities clearly identified in the Special Provisions. As a minimum, written notifications to utility companies shall consist of the following:

Provide application and processing services to obtain City meter addresses for any new utility services. Coordinate relocated utility services with utility company. Ensure meter relocation work is identified and specified in the contract documents.

Deliverables

1) Provide correspondence tracking matrix and copies of all utility correspondence. As a minimum, written notifications to utility companies shall consist of the following:

- AT&T
- Cox Communications
- Irvine Ranch Water District
- Level 3 Communications
- MCI (Verizon Business)
- Metropolitan Water District
- MPower Communications
- Orange County Sanitary District
- Quest Communications
- Southern California Edison
- Southern California Gas Company
- Sprint Nextel
- XO Communications

Utility Information Request

Request utility companies provide location, size, etc., of their facilities within the project limits with commencement of design. This notice is forwarded concurrently with commencement of design.

Prepare to Relocate Notice/Final Utility Notice Form

Transmit notice and preliminary plans to all utility agencies to confirm that their facilities have been shown correctly on the plans and return redlined corrections, if necessary. If substructure relocations/adjustments are needed, coordinate/determine the magnitude of the relocation, schedules and further coordination requirements. Request utility provides their prior rights documentation if the City is requested to pay for relocation costs.

Notice to Relocate

Prepare notice to relocate letters and send plans to utility agencies that are required to adjust or relocate their facilities due to project construction.

The Consultant shall provide the utility company name, utility construction inspector's name and phone number for inclusion in the construction specifications. See Potholing section for utilities requiring positive identification.

14. Construction File

Furnish the City's Project Manager pertinent project data required to administer the construction contract upon final approval of the PS&E. Hard copies and electronic files shall be submitted.

Deliverables

1) Information shall include, but are not limited to, the following:

- Quantity calculations. Submit complete copies of all back-up calculations of quantities.
- Environmental mitigation schedule, requirements and disposition matrix, if any.
- Right-of-way easements, descriptions, contracts and obligations, if any.
- Agreements and permits and their requirements/deadline dates, if any.

- Project cost estimates (provide backup data as to date and source of cost information).
- Copies of photos taken of the job site during field reviews.
- Copies of all reports as mentioned in the previous paragraphs.
- Contract documents.
- Project Engineer's (designer) notes.
- Survey Data File(s).
- Project Management Plan
- A "Release for Construction Checklist"

15. Project Management and Meetings

This item of work shall include project management hours and 40 hours of meetings to coordinate the project design. "Meetings" under this item shall be limited to City, community, or agency meetings only. Consultant project management activities shall be included in the Consultant's overhead costs and will not be billed separately. Meeting minutes shall be delivered to City within one day of each meeting summarizing issues discussed and action items. Action items shall be tracked until resolved. Submit written Weekly Project Status Reports to the City. Additionally, copies of all correspondence, minutes of meetings, and other communications shall be submitted on a continuous basis during the project duration.

Host one community stakeholder meeting and provide project information to interested stakeholders. Lead presentation of project features and answer public questions. Provide color display exhibits for display.

Record stakeholder comments and provide comment summary to City for review. Incorporate stakeholder comments into project design, if requested by City.

Deliverables

- 1) Meeting agenda and meeting minutes
- 2) Weekly updated project status report, schedule, budget, deliverables status
- 3) Prepare two 24" x 36" color community presentation exhibits

Plan Check Processing

The Consultant will **submit 60% construction-ready plans at the first plan check** in accordance with City and other applicable agency plan check guidelines. Provide plan check processing support City and other applicable agencies for PS&E approval. **Supply consultant quality control check documentation and check prints and specification revisions with each submittal.** The Consultant submittal will be returned unchecked, if incomplete. The Consultant will track and respond to plan check comments (not just highlighted redlines) to minimize the number of plan check cycles required to achieve approved plans. Paper and electronic Adobe PDF draft contract documents or other work product shall be delivered to City Project Manager at regular intervals to ensure City payments correlate with Consultant billing progress. Costs for plan processing shall be included in the appropriate items of work listed above. Please see Section 4.4 for important schedule milestones.

The Consultant shall deliver plan check documents (plans, reports, calculations, etc.) to the City of Irvine permit counter hardcopy and the city's project manager office and in Adobe PDF format on a non-returnable DVD, CD or USB thumb drive. Plans shall be monochrome

black print on white background. All other reviewing agencies will be provided hardcopy documents per their requirements.

Reimbursables

Reprographic services shall be itemized on the invoice to the City with backup documentation. Reimbursable expenses such as messenger services and other project specific out-of-pocket expenses will be paid at cost. Consultant shall provide sufficient expenses to supply hardcopies to other agencies and utility companies for their review along with any other required data, including permit application costs.

Process plans and special provisions to obtain permits/approval from other agencies as required for construction of the improvements (Caltrans, County of Orange, Santa Ana Regional Water Quality Control Board, etc. if applicable). Permit application fees will be paid by the City.

Consultant shall supply to other agencies and utility companies the minimum number of sets required by them for their review along with any other required data, including permit applications.

NOTE: Vehicle use, mileage, and travel expenses are specifically excluded as reimbursable items and should be accounted for by Consultants in staff hour rates.

16. Construction Engineering Support (Post Award)

- A. Attend pre-construction conference. Provide clarification of contract documents, as necessary, during the project construction phase, including Request for Information (RFI) responses. Please include 120 hours for RFI response preparation in the cost proposal.
- B. Provide engineering assistance related to Change Order(s) on a time and material basis. Consultant time and expenses to rectify design errors and oversights shall not be compensated by the City. Please include 60 hours for addressing Contract Change Orders.
- C. Provide review of Contractor's submittals for conformance with the contract documents. Please include 30 hours for review of submittals.
- D. Subsequent to completion of construction, the Consultant shall provide vellum plots of revised drawings incorporating all as-built revisions clouded and noted in the revision block using Contractor's record red lines. The project drawings should be stamped "Project Record Drawings." Transmit signed/stamped original vellum Record Drawings to City and two CDs containing all project drawings, including newly revised AutoCAD CADD files as well as PDF versions.

Provide Mylar record plans to Irvine Ranch Water District and Caltrans (if applicable) when their approvals/permits are necessary.

17. Caltrans Requirement (if required by Caltrans):

- A. Prepare and provide a Caltrans approved Local Agency Quality Management Plan (QMP) specific the project.
- B. Prepare and provide a Caltrans approved Source Inspection Quality Management Plan (SIQMP) specific to the project. Provide a Structural Materials Representative (SMR) to supervise the program and provide source inspection.

- C. Obtain a Caltrans encroachment permit for construction upon approval of the QMP and SIQMP.

4 **SCHEDULE FOR PERFORMANCE OF SERVICES**

4.1 PROJECT SCHEDULE

This project is an essential element in accomplishing the broader near-term development objectives of the City. **Time is of the essence in completing this project.** Please refer to the summary schedule (see Section 4.4) for major milestone dates. Schedule may be revised and/or compressed at any time as determined by the City.

4.2 TIME EXTENSIONS

There will be no time extensions for routine delays in project development design, plan check, or permit processing. These must be anticipated in your fee. Time extensions may **only** be authorized in writing due to **increase** in Scope of Services. Consultant shall notify the City at the earliest time the Consultant is aware of a potential delay and provide corrective measures to resolve the time delay.

4.3 ALTERNATIVE WORK SCHEDULE

The Consultant should discuss the project schedule and the ability to meet or exceed the milestones given. In the event it is determined that there are **major** deficiencies in the City-provided work schedule or that the work can be accomplished in less time, an alternative work schedule may be submitted along with an appropriate explanation in the Addendum Section of the proposal. City is under no obligation to consider such an alternative schedule.

4.4 SCHEDULE OF SERVICES

Not all product or milestone delivery dates are shown. Consultant shall complete all required work by the agency approval date. Some environmental investigation/monitoring tasks may need to be performed after PS&E approval but prior to the start of construction or during construction.

RFP to Consultants	2/20/2018
Proposals to City.....	3/6/2018
Consultant Selection	3/15/2018

Project Report and Environmental Schedule

Notice to Proceed	4/19/2018
Kickoff Meeting	4/8/2018
Project Report & Alternatives	6/1/2018
Environmental Approved	9/13/2018

Design Schedule

Right-of-Way Requirements Mapping Complete	8/13/2018
Prepare Offer Packages (by others).....	9/17/2018
Finalize ROW.....	12/31/2018
Plans, Specifications & Estimate (30% complete)	5/25/2018
Plans, Specifications & Estimate for Plan Check (60% complete)	7/20/2018
Final PS&E Submittal to City (100% complete)	10/1/2018
Plans Signed/Approved by all agencies	11/30/2018
Council Approval of PS&E.....	1/8/2019

Construction Schedule

City Advertise Project	1/10/2019
Bid Opening	2/5/2019
Contract Award/Execution.....	2/22/2019
Pre-Construction Meeting	3/19/2019
Construction.....	3/25/2019

5 **SUMMARY OF SERVICES, PRODUCT AND COSTS**

5.1 PURPOSE OF SUMMARY FORM

The Fee Proposal should be prepared in accordance with the tasks outlined in the RFP. Each task should be broken down into sub-tasks and must identify the hourly rates, number of hours and staff position for each sub-task; the hourly rates identified in the proposal may not exceed the hourly rates shown in your firm's Consultant Team contract. For certain sub-tasks, a lump sum cost may be more appropriate such as small items of work done by a sub-consultant, e.g., preparation of title reports.

Each task will have a sub-total fee which will act as a Not-to-Exceed total for that task. The consultant will be compensated based on the number of hours charged at the hourly rates identified in the proposal, but the overall fee for each task shall not exceed the sub-total identified in the proposal for that task.

Please fill out the Cost Summary Form (see **Section 5.4 COST SUMMARY FORM**) with the amount of effort in terms of hours (**by Consultant rate schedule classifications**) and fees for the delivery of each product/tasks and deliverable products requested in the Scope of Services.

Please add additional proposed services to the Addendum form.

All work is to be invoiced to the City in accordance with this proposal and the provisions in Part V Budget of the Agreement for Consultant Services. The City will make payments no more than once monthly on approved invoices up to the negotiated fee.

Consultant invoices shall include the list of tasks and subtasks corresponding to the same format as the cost summary submitted with the proposal, number of hours and dates worked, name and title of person. The invoice shall be reviewed and signed by the Consultant Project Manager certifying its accuracy. **The amount invoiced shall not exceed the amount shown for each phase of work.** Consultant shall not proceed with any additional scope items without an approved addendum executed by the City.

5.2 CHANGES TO TASKS

You are free to make additions, deletions or changes in the list of work tasks and the summary form, provided that these changes are highlighted, listed, and explained in the Addendum Section. Include in the explanation any advantages or disadvantages that you believe would accrue to the project should these changes be implemented.

5.3 ADDITIONAL COSTS

At the bottom of the Cost Summary Form, please provide a summary of all additional costs (i.e., expected production, computer and reimbursable costs). This statement should provide the City with the total cost figure for the services included in your proposal, which sum will not be exceeded in the performance of those services.

The hourly rate schedule for time and material services will be billed in accordance with the fee schedule on file in the general conditions and contained in the proposal.

5.4 COST SUMMARY FORM

[illegible]

Note: Provide two (2) copies of this cost summary. The first should be included with the proposal and contain only proposed hours. The second should include consultant costs and be placed in the sealed fee proposal envelope.

6 **ADDENDUM (OPTIONAL ITEMS RECOMMENDED BY CONSULTANTS)**

6.1 PURPOSE OF ADDENDUM SECTION

The purpose of the Addendum Section is to assist the City in their evaluation of the Consultant's understanding and analysis of the project. Issues that will be addressed in this section are clarifications, qualifications, exceptions, exclusions, and additional information necessary to make your proposal complete (i.e., changes in the project, scope, tasks, or schedule). **Any additional information the Consultant feels is necessary to deliver biddable/constructible plans and construction documents meeting the City's delivery schedule shall be included in this section. Please provide two (2) completed copies of this cost summary. The first should be included with the proposal and contain only work hours. The second should be placed in the sealed fee proposal envelope and contain work hours and costs.**

6.2 RECOMMENDED CHANGES TO RFP

The Consultant may recommend changes in the project scope, tasks or schedule in this section. A full explanation of these suggestions shall be included in this section.

The Consultant is free to make general comments or recommendations regarding qualifications, exceptions, exclusions, and explanations. Comments necessary to clarify this proposal shall be included in this section.

6.3 ADDENDUM FORM NO. ____

ADDENDUM CHANGES:

CITY OF IRVINE - ENGINEERING SERVICES JAMBOREE PEDESTRIAN BRIDGE PROJECT NAME, CIP 321601																									
0 TASK NO.	Work Task or Item* DESCRIPTION	0	0																						
			START	FINISH	TOTAL FEE	No of Sheets	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC							
1																									
2																									
3																									
4																									
5																									
6																									
7																									
8																									
9																									
	Addendum Costs																								

*Note: The work effort estimated to prepare plans should include the work required for plan processing and response to plan check comments to the point of approved plans by the City, County or Applicable Agency.

City Project Manager Signature

Thomas Perez
CIP Administrator
City of Irvine – Project Management

Note: Please provide two (2) completed copies of this cost summary. The first should be included with the proposal and contain only work hours. The second should be placed in the sealed fee proposal envelope and contain work hours and costs.

7 KEY PERSONNEL, SUBCONSULTANTS, PROJECT QUALIFICATIONS, AND REFERENCES

7.1 PURPOSE OF FORMS

Included with this RFP is a form that asks for the names, titles, and project descriptions of key personnel and subconsultants you propose assigning to this project (see Section 7.6). The form will provide the City with an overview of the personnel proposed for this project. The City is interested in staff expertise. If resumes are not on file, please include brief resumes of the key personnel. Proposals received without completed forms will not be considered.

7.2 OTHER COMMITMENTS OF PERSONNEL

Describe any other commitments of assigned personnel. Include a listing of your current organization and personnel assignments for assigned personnel commitments. The listing should show the percentage of time that each individual will be assigned to this project and evidence that the assigned personnel will be able to meet the commitments made in this proposal.

7.3 PROJECT QUALIFICATIONS

Please include a list of summary descriptions for similar work performed by your firm to show Consultant's overall experience and qualifications. Complete lists of all your company's projects to date are not required.

7.4 REFERENCES

Please include a list of three (3) former clients, including addresses and telephone numbers, for whom you have performed services similar to those described in this RFP. You may wish to include a summary listing of previous reports or projects closely related to the Scope of Services outlined in this RFP.

7.5 CHANGES IN PERSONNEL

Any changes in personnel or subconsultants on this project may be made only with the written consent of the City Project Manager.

7.6 KEY PERSONNEL

Page of
Date

This form must be used to list all key personnel to be assigned to this project. Please include telephone numbers for principal positions.

A. Principal of firm assigned to project:				
	Name:			
	Position with firm:			
	Office Phone:	()	Cell Phone:	()
B. Project Engineer(s)/Surveyors/Geologist(s)/Landscape Architect(s) assigned to project.				
	Name:			
	Position with firm:			
	Task(s) assigned:			
	Name:			
	Position with firm:			
	Task(s) assigned:			
	Name:			
	Position with firm:			
	Task(s) assigned:			
C. Design Engineer(s)/Geologist(s)/Landscape Architect(s) assigned to project:				
	Name:			
	Position with firm:			
	Task(s) assigned:			
	Name:			
	Position with firm:			
	Task(s) assigned:			
	Name:			
	Position with firm:			
	Task(s) assigned:			
D. Other key personnel assigned to project:				
	Name:			
	Position with firm:			
	Task(s) assigned:			
	Name:			
	Position with firm:			
	Task(s) assigned:			
If no Key Personnel are specified or required, state "None" on this sheet.				

7.7 SUBCONSULTANTS

Page of
Date

Outside Consultants to be used in providing services required for project (attach copy of their proposal for services). Please fill out this form for each subconsultant used.

Name of firm:			
Key personnel assigned to project:			
Office Phone:	()	Cell Phone:	()
Task(s) assigned:			
Other staff assigned to project:			
Name:	Position:	Task(s):	
If no Subconsultants are used, state "None" on this sheet.			

<u>A. Worker's Compensation Insurance</u>		
Insurance Carrier:		
Policy Number:	Expiration Date:	
<u>B. Comprehensive General Liability</u>		
Insurance Carrier:		
Policy Number:	Expiration Date:	
*Limits of Liability:	Deductible:	
<u>C. Auto Liability Insurance</u>		
Insurance Carrier:		
Policy Number:	Expiration Date:	
*Limits of Liability:	Deductible:	
<u>D. Professional Errors and Omissions Liability Insurance (if required)</u>		
Insurance Carrier:		
Policy Number:	Expiration Date:	
*Limits of Liability:	Deductible:	
<u>E. Aircraft Liability Insurance (if required)</u>		
Insurance Carrier:		
Policy Number:	Expiration Date:	
*Limits of Liability:	Deductible:	
*per occurrence and annual aggregate		

ATTACHMENT 1

Preliminary Concept Plans Prepared by AECOM

12/11/2017

JAMBOREE RD GATEWAY PEDESTRIAN BRIDGE

CONCEPT PRESENTATION

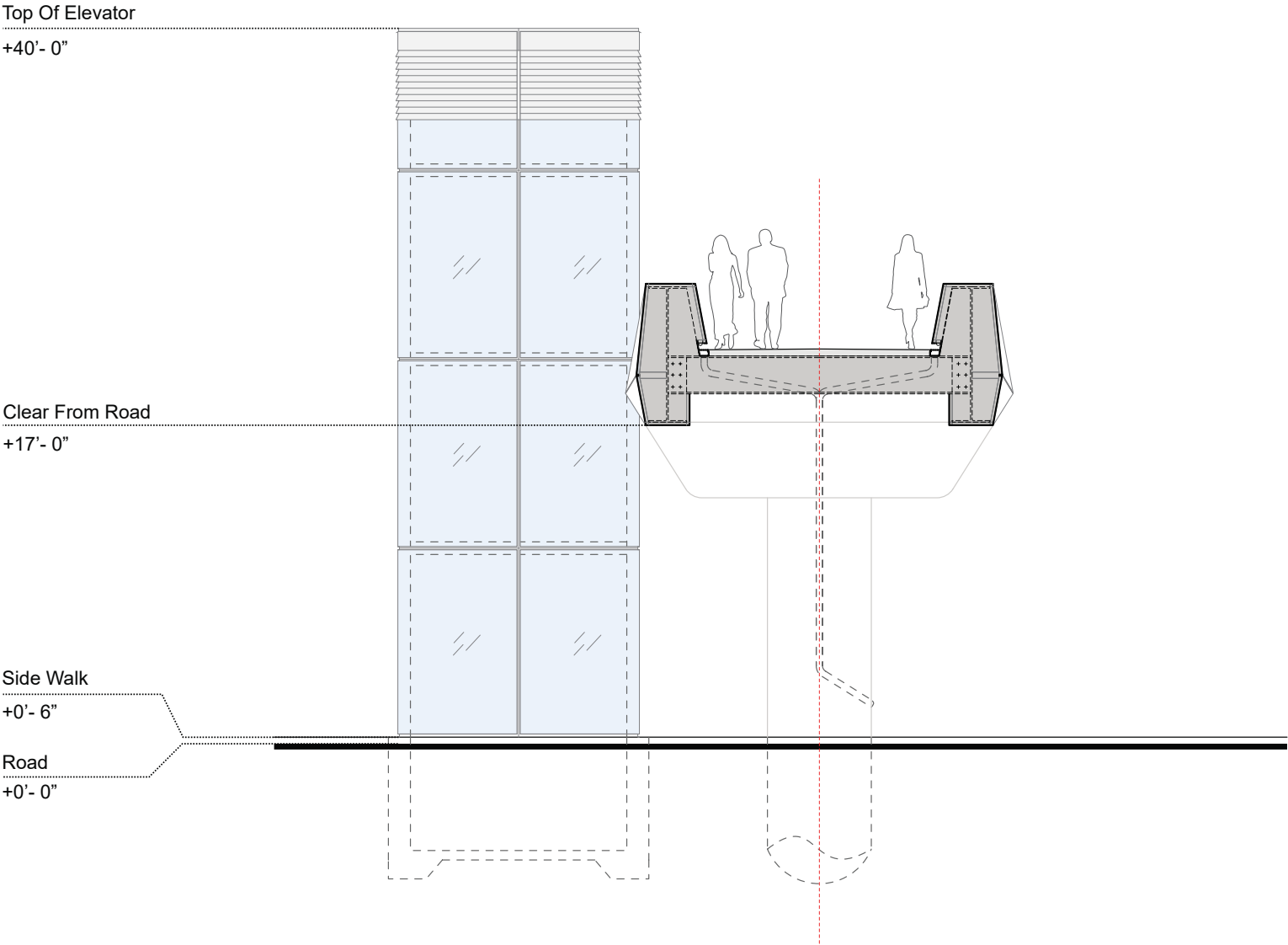
CONTENTS

- SITE
- BRIDGE SECTIONS
- CONCEPT PLANS
- CONCEPT AERIAL VIEWS
- CONCEPT JAMBOREE NORTH BOUND VIEWS
- CONCEPT JAMBOREE SOUTH BOUND VIEWS
- CONCEPT MICHELSON TO JAMBOREE VIEWS
- CONCEPT SUMMARY



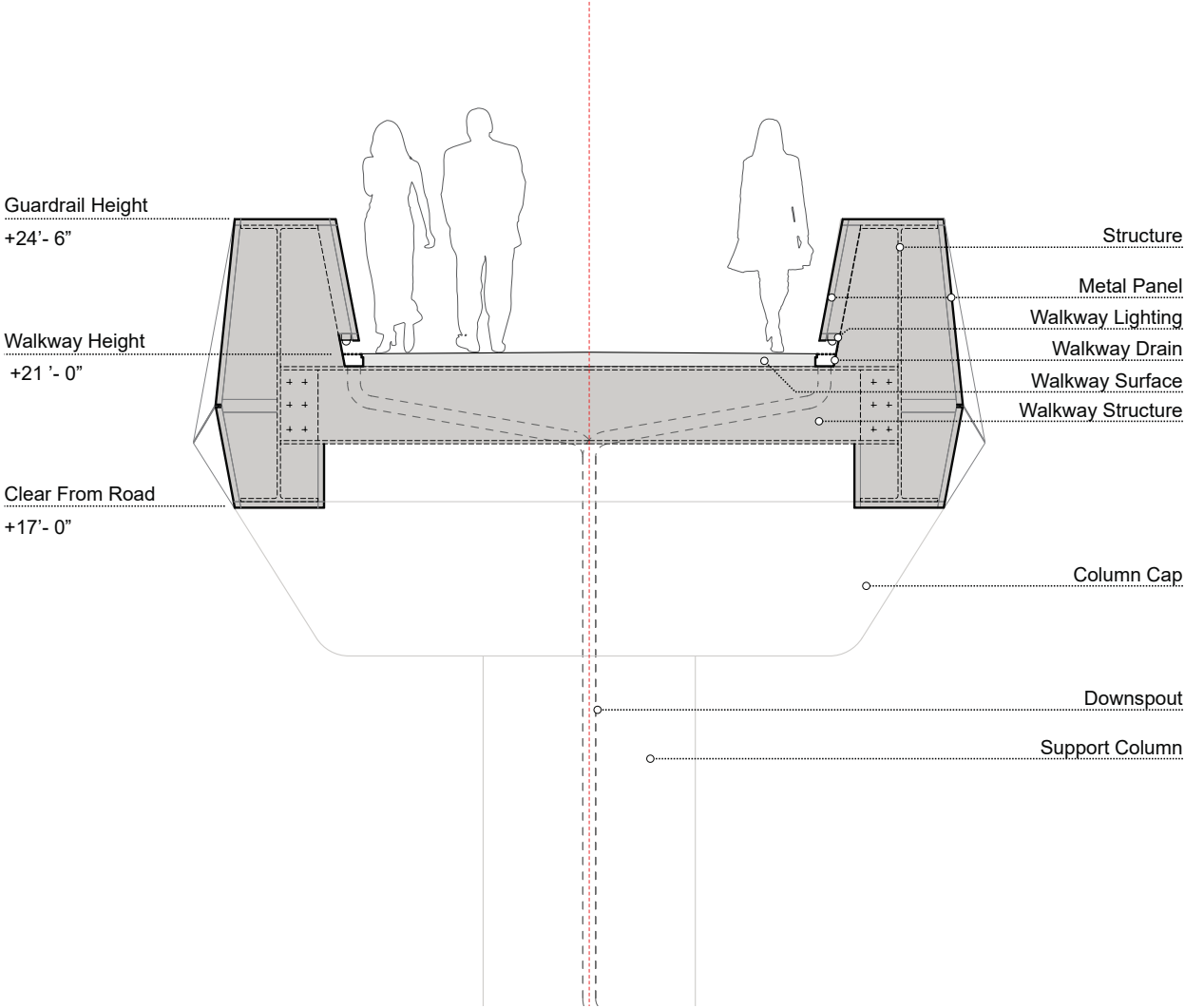
JAMBOREE RD GATEWAY PEDESTRIAN BRIDGE || CONCEPT PRESENTATION

BRIDGE SECTION STRUCTURAL SYSTEM

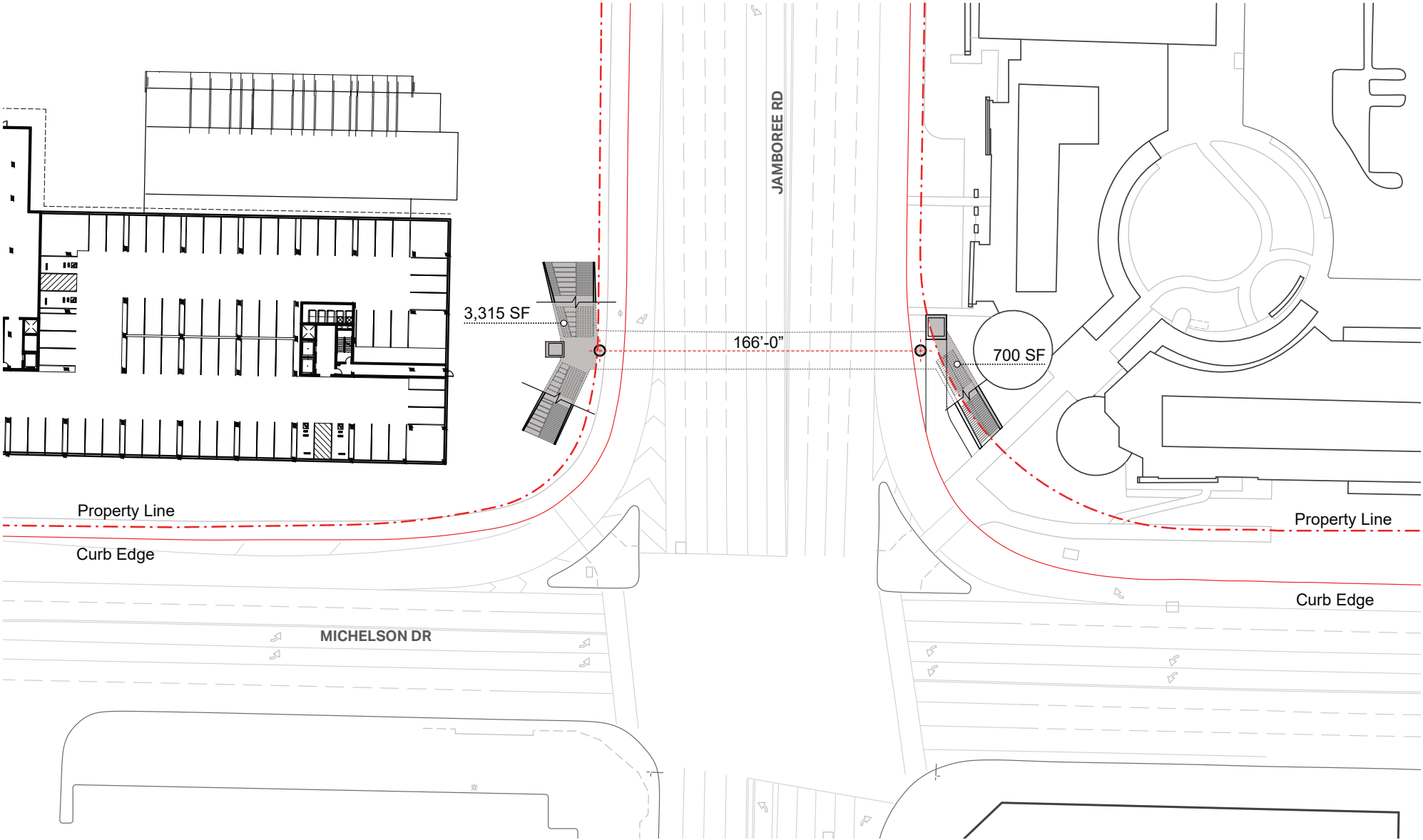


ENLARGED BRIDGE SECTION

STRUCTURAL SYSTEM



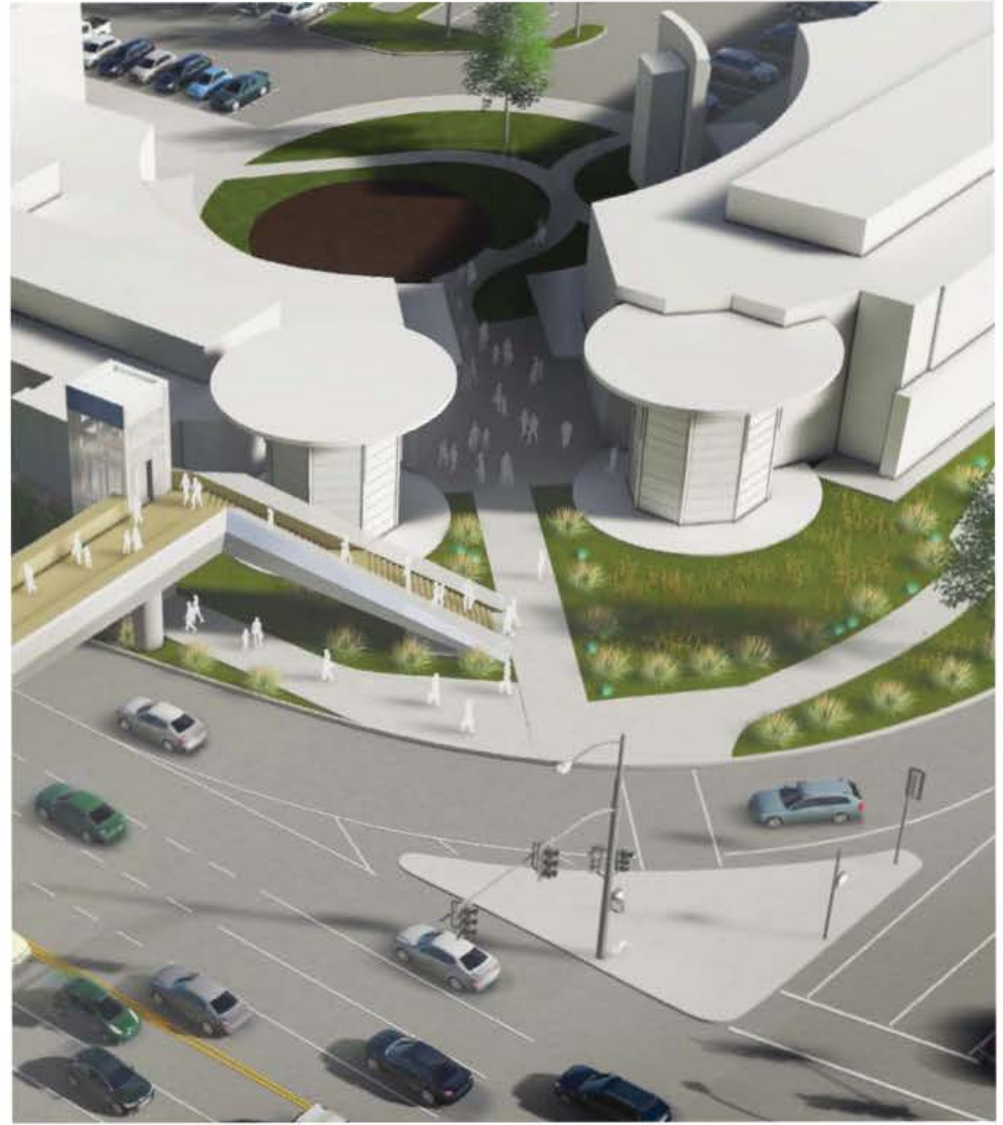
GRAND STAIR CONCEPT 2



AERIAL VIEW - GRAND STAIR CONCEPT 2



AERIAL VIEW - GRAND STAIR CONCEPT 2



JAMBOREE NORTH BOUND VIEW - GRAND STAIR CONCEPT 2



JAMBOREE SOUTH BOUND VIEW - GRAND STAIR CONCEPT 2



MICHELSON TO JAMBOREE VIEW - GRAND STAIR CONCEPT 2



ATTACHMENT 2

Central Park West Conceptual Renderings







MACLIGHT



ATTACHMENT 3
IBC Vision Plan EIR (CC Resolution #10-79)

CITY COUNCIL RESOLUTION NO. 10-79

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRVINE CERTIFYING THE PROGRAM ENVIRONMENTAL IMPACT REPORT (SCH# 2007011024, 00497859-PCLE) FOR THE IRVINE BUSINESS COMPLEX VISION PLAN AND RESIDENTIAL MIXED USE OVERLAY ZONING CODE AND RELATED IMPLEMENTING ACTIONS

WHEREAS, the proposed General Plan Amendment 00497846-PGA, Zone Change 00497861-PZC, Master Plan 00497860-PMP, and related implementing actions for the Irvine Business Complex (IBC) Residential Mixed-Use Vision Plan are considered a "project" as defined by the California Environmental Quality Act (CEQA); and

WHEREAS, it was determined pursuant to the City's CEQA Guidelines that the project could have a significant effect on the environment and thus warranted the preparation of an Environmental Impact Report (EIR); and

WHEREAS, a the proposed project was initiated by the City Council on April 12, 2005;

WHEREAS, on July 25, 2006 the City Council directed that an Environmental Impact Report be prepared for the project; and

WHEREAS, EIR scoping sessions were conducted by the Planning Commission on February 1, 2007, the Community Services Commission on February 21, 2007, and the City Council on February 27, 2007; and

WHEREAS, a Draft EIR was prepared for the project and was circulated to the public, responsible agencies and other interested persons for review and comments from March 27, 2009 through May 14, 2009; and

WHEREAS, public comment meetings on the Draft EIR were held by the Community Services Commission on April 15, 2009, the IBC Task Force on April 21, 2009, and the Planning Commission on May 7, 2009; and

WHEREAS, a Recirculated Draft EIR was prepared for the project and was re-circulated to the public, responsible agencies and other interested persons for review and comments from December 23, 2009 to February 5, 2010; and

WHEREAS, a Preliminary Final EIR, including responses to comments and corrections to the RDEIR was prepared and released on March 22, 2010; and

WHEREAS, a Final EIR, including response to additional comments and corrections and has been prepared and distributed to the City Council; and

WHEREAS, the City Council has considered information presented by the applicant, the Community Development Department, and other interested parties at public meetings and hearings held on July 11, 2006, July 25, 2006, February 27, 2007, October 23, 2007, February 26, 2008, April 27, 2010, and July 13, 2010.

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

SECTION 1. That pursuant to Section 15205 of the State CEQA Guidelines, the City Council reviewed and considered the Final Environmental Impact Report (SCH# 2007011024) (FEIR) in making its recommendation on the Zone Change and the Vision Plan Project.

SECTION 2. Most of the potentially significant environmental impacts of the Vision Plan Project identified in the FEIR have been determined to be less than significant or mitigated to a level that is considered less than significant or changes have been required or incorporated into the Vision Plan Project which avoid or substantially lessen the significant environmental effects.

SECTION 3. Certain impacts of the Vision Plan Project to Air Quality, Noise, Land Use and Traffic have been identified in the FEIR as significant and unavoidable. The specific impacts are summarized in Exhibit A to Resolution No 10-79. Based upon specific economic, social, technical or other considerations, the City Council finds these effects acceptable and adopts the required facts and findings and Statement of Overriding Considerations (attached as Exhibit B to Resolution No. 10-79).

SECTION 4. Although the FEIR identifies certain significant environmental effects that would result if the Vision Plan Project is approved, most environmental effects can feasibly be avoided or mitigated. The applicable mitigation measures, included within the FEIR as Table 1-2 and incorporated herein as Exhibit C to Resolution No. 10-79, have been incorporated into the Vision Plan Project or identified as requirements of the Vision Plan Project.

SECTION 5. In accordance with Section 8 of the City of Irvine CEQA Procedures, the Planning Commission recommends that the City Council find that the FEIR has been completed in compliance with CEQA and the State CEQA Guidelines, and the City's CEQA Procedures. The Planning Commission also recommends that the City Council, having final approval authority over the project, certify as complete and adequate the Final EIR.

SECTION 6. Pursuant to Fish and Game Code Section 7.11.4 (C), all required Fish and Game filing fees will be paid subsequent to certification of the FEIR for the Vision Plan Project.

SECTION 6. The Final EIR shall consist of the following:

- A. The Draft EIR
- B. The Technical Appendices to the Draft EIR
- C. The Recirculated Draft EIR
- D. The Technical Appendices to the Recirculated Draft EIR
- E. Comments and Responses to the Draft EIR and Recirculated Draft EIR (including a list of persons, organizations and agencies who commented on the Draft EIR and Recirculated Draft EIR)
- F. Statement of Facts and Findings
- G. Statement of Overriding Considerations
- H. Mitigation Monitoring Program

SECTION 7. Based on the above findings, City Council certifies the Final EIR.

PASSED AND ADOPTED by the City Council of the City of Irvine at a regular meeting held on the 13th day of July, 2010.



MAYOR OF THE CITY OF IRVINE

ATTEST:



CITY CLERK OF THE CITY OF IRVINE

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

I, SHARIE APODACA, City Clerk of the City of Irvine, HEREBY DO CERTIFY that the foregoing resolution was duly adopted at a regular meeting of the City Council of the City of Irvine, held on the 13th day of July, 2010.

AYES: 4 COUNCILMEMBERS: Agran, Choi, Krom and Kang

NOES: 0 COUNCILMEMBERS: None

ABSENT: 1 COUNCILMEMBERS: Shea


CITY CLERK OF THE CITY OF IRVINE

6. *Significant Unavoidable Adverse Impacts*

Chapter 1, *Executive Summary*, contains Table 1-1, which summarizes the impacts; Programs, Plans and Policies (PPP); Project Design Features (PDF); mitigation measures; and levels of significance before and after mitigation. While PPPs, PDFs, and mitigation measures would reduce the level of impact, the following impacts would remain significant, unavoidable, and adverse after mitigation measures are applied:

6.1 AIR QUALITY

IMPACT 5.2-1: REGIONAL POPULATION, HOUSING, AND EMPLOYMENT GROWTH PROJECTIONS IN THE IRVINE BUSINESS COMPLEX WERE NOT ACCOUNTED FOR IN THE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT'S AIR QUALITY MANAGEMENT PLAN.

The impacts associated with Impact 5.2-1 are lower with the integration of PPPs and PDFs in the proposed project than they would otherwise be, but the PPPs and PDFs are not sufficient to lower the impacts to below a level of significance without the imposition of feasible mitigation measures. However, no additional feasible mitigation measures are available to reduce short-term air pollutant emissions or long-term air pollutant emissions below the SCAQMD regional thresholds so that the project would not significantly contribute to the nonattainment designation of the South Coast Air Basin to ensure AQMP consistency. Consequently, Impact 5.2-1 would remain **significant and unavoidable**.



IMPACT 5.2-2: CONSTRUCTION EMISSIONS ASSOCIATED WITH BUILDOUT OF THE IRVINE BUSINESS COMPLEX WOULD GENERATE SHORT-TERM EMISSIONS THAT EXCEED THE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT'S REGIONAL SIGNIFICANCE THRESHOLDS FOR VOC, NOX, CO, PM₁₀, AND PM_{2.5}, AND WOULD SIGNIFICANTLY CONTRIBUTE TO THE NONATTAINMENT DESIGNATIONS OF THE SOUTH COAST AIR BASIN FOR O₃ AND PARTICULATE MATTER (PM₁₀ AND PM_{2.5}).

The impacts associated with Impact 5.2-2 are lower with the integration of PPPs and PDFs into the proposed project than they would otherwise be, but the PPPs and PDFs are not sufficient to lower the impacts to below a level of significance without the imposition of feasible mitigation measures. Due to the potential magnitude of emissions from individual development projects and overlap of different development projects in the IBC, construction emissions would continue to individually or cumulatively exceed the SCAQMD regional thresholds. Consequently, Impact 5.2-2 would remain **significant and unavoidable**.

IMPACT 5.2-3: BUILDOUT OF THE IRVINE BUSINESS COMPLEX WOULD GENERATE LONG-TERM STATIONARY- AND MOBILE-SOURCE EMISSIONS THAT EXCEED THE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT'S REGIONAL SIGNIFICANCE THRESHOLD AND SIGNIFICANTLY CONTRIBUTE TO THE NONATTAINMENT DESIGNATIONS OF THE SOUTH COAST AIR BASIN FOR O₃ AND PARTICULATE MATTER (PM₁₀ AND PM_{2.5}).

The impacts associated with Impact 5.2-3 are lower with the integration of PPPs and PDFs identified in Section 5.15, Global Climate Change, into the proposed project than they would otherwise be, but the PPPs

6. Significant Unavoidable Adverse Impacts

and PDFs are not sufficient to lower the impacts to below a level of significance without the imposition of feasible mitigation measures. In particular, PPPs and PDFs in Section 5.15, Global Climate Change, would reduce purchased energy use and water use, and encourage use of alternative transportation to reduce area and mobile sources of air pollution associated with the project. However, operational phase emissions would continue to exceed the SCAQMD regional significance thresholds. Consequently, Impact 5.2-3 would remain **significant and unavoidable**.

IMPACT 5.2-4: PROJECT-RELATED CONSTRUCTION ACTIVITIES COULD EXPOSE SENSITIVE RECEPTORS TO SUBSTANTIAL POLLUTANT CONCENTRATIONS OF NO_x , PM_{10} , AND $\text{PM}_{2.5}$.

The impacts associated with Impact 5.2-4 are lower with the integration of PPPs and PDFs – particularly, PPP 2-3 and PDF 2-6 – into the proposed project than they would otherwise be, but the PPPs and PDFs are not sufficient to lower the impacts to below a level of significance without the imposition of feasible mitigation measures. In particular, PDF 2-4 and PDF 2-5 would reduce NO_x from construction equipment exhaust. However, no additional feasible mitigation measures are available to reduce elevated levels of NO_x , PM_{10} , and $\text{PM}_{2.5}$ at nearby sensitive receptors. Due to the potential magnitude of emissions from individual development projects, construction activities would potentially exceed the SCAQMD localized significance thresholds. Consequently, Impact 5.2-4 would remain **significant and unavoidable**.

IMPACT 5.2-6: DEVELOPMENT OF RESIDENTIAL USES WITHIN THE IRVINE BUSINESS COMPLEX COULD BE LOCATED WITHIN THE CALIFORNIA AIR RESOURCE BOARD'S RECOMMENDED BUFFER DISTANCES FROM I-405 OR EXISTING DISTRIBUTION CENTERS, CHROME PLATERS, DRY CLEANERS, OR GAS STATIONS.

Freeways

PDF 2-1 and PDF 2-2 would ensure that residents within the IBC would not be exposed to indoor levels of toxic air contaminants that exceed the ambient concentrations in the project vicinity, which are 830 to 1,233 in a million in the IBC area (SCAQMD 2008). PDF 2-3 would ensure that playgrounds, athletic fields, and other public active-use outdoor recreational areas within the IBC would not be located within 500 feet of the freeway. However, development applications for residential structures may include outdoor private-use active areas, such as swimming pools. No mitigation measures are feasible that would reduce exposure of people to elevated concentrations of air pollutants within 500 feet of a freeway in an outdoor environment. Consequently, Impact 5.2-6 would remain **significant and unavoidable**.

6.2 LAND USE AND PLANNING

IMPACT 5.8-2: PROJECT IMPLEMENTATION COULD POTENTIALLY BE IN CONFLICT WITH AN APPLICABLE ADOPTED LAND USE PLAN. [THRESHOLD LU-2]

As described above, the proposed project was reviewed by ALUC and the City and determined to be consistent with AELUP and Caltrans health and safety standards and PDF 6-1 has been incorporated into the project. In addition, the ALUC has determined that the 2851 Alton Parkway and Martin Street Condos projects are consistent with the adopted ALUEP. However, the revised project, other pending projects, and potential future projects pursuant to the IBC Vision Plan and Overlay Zoning Code have not yet been before ALUC for a determination of consistency, as ALUC typically does not conduct such reviews until the City of Irvine Planning Commission hearings are scheduled. If ALUC determines that the proposed project as revised, or potential future projects are not found to be consistent with the AELUP, and the Irvine City Council disagrees and overrides this finding by a two-thirds vote, a significant unavoidable adverse impact would result and a Statement of Overriding Considerations would be required.

6. Significant Unavoidable Adverse Impacts

6.3 NOISE

IMPACT 5.9-1: CONSTRUCTION ACTIVITIES COULD RESULT IN TEMPORARY NOISE INCREASES IN THE VICINITY OF THE PROPOSED PROJECT.

PPP 9-1 and PDF 9-2 would minimize noise from construction activities to the extent feasible by requiring that activities be limited to the hours set forth in the City of Irvine Municipal Code and that stationary source equipment be placed as far as feasible from adjacent noise-sensitive land uses. In addition, mitigation measure 9-1 would require preparation of a construction noise mitigation plan prior to issuance of grading permits that identifies ways to mitigate construction noise. However, because new development may occur near noise-sensitive land uses and could generate substantial noise levels for an extended period of time, impacts are considered potentially significant. The magnitude of impact would depend of the location and schedule of the new development and construction equipment. Impact 5.9-1 would remain **significant and unavoidable**.

IMPACT 5.9-2: CONSTRUCTION OF THE PROPOSED PROJECT MAY GENERATE PERCEPTIBLE LEVELS OF VIBRATION AT ADJACENT VIBRATION-SENSITIVE LAND USES.

PPP 9-1 and PDF 9-2 would minimize impacts associated with perceptible levels of vibration annoyance by requiring that activities be limited to the hours set forth in the City of Irvine Municipal Code and that stationary-source equipment be placed as far as feasible from adjacent vibration-sensitive land uses. In addition, PDF 9-1 would ensure that less-vibration-intensive equipment or construction techniques be used. However, because new development may occur near noise-sensitive land uses and could generate substantial vibration levels for an extended period of time, impacts are considered potentially significant. The magnitude of impact would depend of the location of the new development and construction equipment. Impact 5.9-2 would remain **significant and unavoidable**.



IMPACT 5.9-3: PROJECT-RELATED VEHICLE TRIPS WOULD SUBSTANTIALLY INCREASE AMBIENT NOISE AT NOISE-SENSITIVE RECEPTORS IN THE VICINITY OF THE PROJECT SITE ON MCGAW AVENUE BETWEEN JAMBOREE ROAD AND MURPHY AVENUE AND CUMULATIVELY ON VALENCIA AVENUE BETWEEN NEWPORT AVENUE AND RED HILL AVENUE, WARNER AVENUE BETWEEN SR-55 AND RED HILL AVENUE, MCGAW AVENUE BETWEEN JAMBOREE ROAD AND MURPHY AVENUE, BIRCH STREET BETWEEN MESA DRIVE AND BRISTOL STREET. [THRESHOLDS N-1 AND N-3]

No mitigation measures are available to reduce impacts associated with a substantial increase in traffic noise generated by project-related traffic and the project's contribution to cumulative growth in traffic levels. Consequently, Impact 5.9-3 and cumulative impacts would remain **significant and unavoidable**.

IMPACT 5.9-5: NOISE-SENSITIVE LAND USES COULD BE EXPOSED TO NOISE LEVELS THAT EXCEED 65 DBA CNEL FROM TRANSPORTATION OR STATIONARY SOURCES OF NOISE.

PPP 9-2 would require that an acoustic study be prepared to achieve the City of Irvine's interior and exterior noise standards. While interior noise levels are required to achieve 45 dBA CNEL for residential structures and 55 dBA CNEL for commercial structures, exterior noise levels may continue to exceed the 65 dBA CNEL noise compatibility criteria for the City despite exterior noise attenuation (i.e., walls and/or berms). PDF 9-3 would require that occupancy disclosure notices for units with patios and/or balconies that do not meet the 65 dBA CNEL standard are provided to all future tenants for new developments that have outdoor noise-sensitive areas. However, exterior noise compatibility would be significant at noise-sensitive outdoor areas

6. Significant Unavoidable Adverse Impacts

(e.g., residential patios and outdoor areas, such as tot-lots, swimming pools, or athletic fields). No feasible mitigation measures are available to reduce impacts associated with a substantial increase in traffic noise generated by project-related traffic and the project's contribution to cumulative noise impacts associated with increases in traffic levels. Consequently, Impact 5.9-5 would remain **significant and unavoidable**.

6.4 TRAFFIC

IMPACT 5.13-1: BUILDOUT OF THE IBC PURSUANT TO THE PROPOSED PROJECT WOULD GENERATE ADDITIONAL TRAFFIC VOLUMES AND IMPACT LEVELS OF SERVICE FOR THE EXISTING AREA ROADWAY SYSTEM.

Although every effort was made, through site analyses and aerial imagery evaluation to ensure that all recommended improvements are physically feasible, there are intersections where improvements may not be feasible due to cost, right-of-way concerns, or community opposition. For these intersections a Statement of Overriding Considerations will be required.

City of Irvine

- *Intersection #145: Jamboree Road and Michelson Drive*

This intersection has a project related significant impact under the 2015 and Post-2030 Approved Project scenarios, and a cumulative deficiency under the Post-2030 Pending scenarios. Recommended improvements are the same in both 2015 and Post-2030 and include the addition of a third eastbound left and restriping of the southbound approach to get a third southbound left from the southbound through movement. With this improvement, the intersection returns to an acceptable LOS under all scenarios. The recommended triple eastbound and southbound left turn improvements are contrary to City standards due to safety and operational concerns associated with the vehicles turning within appropriate receiving lanes. In addition, as noted previously, the City believes that the triple turn movements would not provide the operational improvements intended due to the proximity of downstream destinations and likely distribution of traffic in the triple left turn lanes. In addition, there are physical constraints associated with the proposed improvements, including Southern California Edison (SCE) 220kV transmission lines along the west side of Jamboree Road and SCE substation located at the southeast corner of this intersection. These physical hinder the ability to implement the improvements necessary to mitigate the identified project impacts.

With completion of the improvements described in Mitigation Measure 13-1, the significant impacts to local roadways associated with the proposed project would be fully mitigated with the exception the Jamboree Road/Michelson Drive intersection.

Cities of Costa Mesa, Newport Beach, Santa Ana, and Tustin Intersections and Arterial Segments

Inasmuch as the primary responsibility for approving and/or completing certain improvements located outside of Irvine lies with agencies other than the City of Irvine (i.e., City of Newport Beach, City of Tustin, City of Santa Ana, City of Costa Mesa, and Caltrans), there is the potential that significant impacts may not be fully mitigated if such improvements are not completed for reasons beyond the City of Irvine's control (i.e., the City of Irvine cannot undertake or require improvements outside of Irvine's jurisdiction). Should that occur, impacts relating to traffic generated by the project would remain significant. The impacted facilities that fall within this category include the improvements identified in Tables 5.13-24 through 5.13-26.

6. Significant Unavoidable Adverse Impacts

To provide as much assurance as possible that the necessary resources will be available to allow the adjacent Cities to implement necessary traffic improvements, The City of Irvine has committed to the creation of a development fee program associated with development in the IBC study area. This program will contribute to the improvement of facilities within Irvine and a fair-share to improvements outside the City of Irvine. The City is committed to working with the adjacent Cities to identify the most appropriate improvement strategies for their facilities and acknowledges the fair-share cost of improvements to those facilities. Consistent with that objective, the City recently committed to provide the City of Newport Beach with \$3.65 million toward traffic improvements that will improve circulation within and adjacent to the IBC. However, the adjacent Cities have full jurisdiction toward implementing the identified improvements under their jurisdiction.

Caltrans Main-Line Segments and Ramps

State highway facilities within the study area are not within the jurisdiction of the City of Irvine. Rather, those improvements are planned, funded, and constructed by the State of California through a legislative and political process involving the State Legislature; the California Transportation Commission (CTC); the California Business, Transportation, and Housing Agency; the California Department of Transportation (Caltrans); and OCTA. Recent funding opportunities designated by OCTA's Renewed Measure M provides the vehicle for designated improvements on the freeway facilities within the study area and were analyzed at their recommended buildout in the IBC Vision.

To provide as much assurance as possible that the necessary resources will be available to allow CalTrans to implement necessary traffic improvements, the City of Irvine has committed to the creation of a development fee program associated with development in the IBC study area. This program is specifically in place to contribute to the improvement of facilities within Irvine and a fair-share to improvements outside the City of Irvine. The City is committed to working with Caltrans to identify the most appropriate improvement strategies for their facilities and acknowledges the fair-share cost of improvements to those facilities. However, Caltrans has full jurisdiction toward implementing the identified improvements under their jurisdiction.



While potential impacts to the freeway mainline segments and ramps have been evaluated, implementation of the transportation improvements to Caltrans facilities listed above is the primary responsibility of Caltrans. While Caltrans has recognized that private development has a role to play in funding fair share improvements to impacts on the I-405 and SR-55, neither Caltrans nor the State has adopted a program that can ensure that locally-contributed impact fees will be tied to improvements to freeway mainlines and only Caltrans has jurisdiction over mainline improvements. Because Caltrans has exclusive control over state highway improvements, ensuring that developer fair share contributions to mainline improvements are actually part of a program tied to implementation of mitigation is within the jurisdiction of Caltrans. However, a number of programs are in place in Orange County to improve and upgrade the regional transportation system. These include the Transportation Corridor Agencies (TCA) Corridor program, the State Transportation Improvement Program (STIP), Caltrans Traffic Operations Strategies (TOPS), State Highway Operation and Protection Program (SHOPP), and the Orange County Transportation Authority (OCTA) Measure M program. State and federal fuel taxes generate most of the funds used to pay for these improvements. Funds expected to be available for transportation improvements are identified through a Fund Estimate prepared by Caltrans and adopted by the California Transportation Commission (CTC). These funds, along with other fund sources, are deposited in the State Highway Account to be programmed and allocated to specific project improvements in both the STIP and SHOPP by the CTC. However, if these programs are not implemented by the agencies with the responsibility to do so, the project's freeway/tollway ramp and mainline impacts would remain significant and unmitigated.

Consequently, Impact 5.13-1 would remain **significant and unavoidable**.

6. Significant Unavoidable Adverse Impacts

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FINDINGS OF FACT
AND
STATEMENT OF OVERRIDING CONSIDERATIONS
REGARDING THE FINAL ENVIRONMENTAL IMPACT REPORT
FOR THE IRVINE BUSINESS COMPLEX VISION PLAN AND MIXED USE OVERLAY
ZONING CODE

STATE CLEARINGHOUSE NO. 2007011024

PREPARED BY:

CITY OF IRVINE
COMMUNITY DEVELOPMENT DEPARTMENT
ONE CIVIC CENTER PLAZA
IRVINE, CA 92623-9575

March 2010

EXHIBIT B

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I. INTRODUCTION

A. Findings of Fact and Statement of Overriding Considerations

The California Environmental Quality Act (CEQA) (Pub Resc. Code §§ 21000, *et seq.*) and the State CEQA Guidelines (Guidelines) (14 Cal. Code Regs §§ 15000, *et seq.*) promulgated thereunder, require that the environmental impacts of a project be examined before a project is approved. Specifically, regarding findings, Guidelines Section 15091 provides:

(a) No public agency shall approve or carry out a project for which an EIR has been completed 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 mitigate or avoid the significant environmental effects on the environment.
2. Those changes or alterations are within the responsibility and jurisdiction of another public agency and have been, or can or should be, adopted by that other agency.
3. Specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or alternatives identified in the EIR.

(b) The findings required by subsection (a) shall be supported by substantial evidence in the record.

(c) The finding in subsection (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.

(d) When making the findings required in subsection (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.

The “changes or alterations” referred to in Section 15091(a)(1) above, that are required in, or incorporated into, the project which mitigate or avoid the significant environmental effects of the project, may include a wide variety of measures or actions as set forth in Guidelines Section 15370, including:

(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.

Regarding a Statement of Overriding Considerations, Guidelines Section 15093 provides:

(a) CEQA requires the decisionmaker to balance the benefits of a Proposed Project against its unavoidable environmental risks in determining whether to approve the project. If the benefits of a proposal project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered "acceptable".

(b) Where the decision of the public agency allows the occurrence of significant effects which are identified in the final EIR but are not at least substantially mitigated, the agency shall state in writing the specific reasons to support its action based on the final EIR and/or other information in the record. This statement may be necessary if the agency also makes a finding under Section 15091(a)(2) or (a)(3).

(c) If an agency makes a statement of overriding considerations, the statement should be included in the record of the project approval and should be mentioned in the notice of determination.

Having received, reviewed and considered the Final Environmental Impact Report for the Irvine Business Complex (IBC) Vision Plan and Mixed Use Overlay Zoning Code (Proposed Project), State Clearinghouse No. 2007011024 (FEIR), as well as all other information in the record of proceedings on this matter, the following Findings and Statements of Overriding Considerations (Findings) are hereby adopted by the City of Irvine (City) in its capacity as the CEQA Lead Agency. The Findings and Statements of Overriding Considerations 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 Irvine Business Complex (IBC) Vision Plan and Mixed-Use Overlay Zoning Code (Project).

B. Record of Proceedings

For purposes of CEQA and these Findings, the Record of Proceedings for the Proposed Project consists of the following documents and other evidence, at a minimum:

- Both Notices of Preparation (NOPs) and all other public notices issued by the City in conjunction with the Proposed Project;
- The Draft EIR for the Proposed Project;
- The Recirculated Draft EIR for the Proposed Project (RDEIR)
- The Final Environmental Impact Report for the Proposed Project (FEIR);
- All written comments submitted by agencies or members of the public during the public review comment period on the Draft EIR;
- 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 Proposed Project;
- The Mitigation Monitoring and Reporting Program (MMRP);
- The reports and technical memoranda included or referenced in Volumes IIa, IIb, or IIc of the FEIR;
- All documents, studies, EIRs, or other materials incorporated by reference in the Draft EIR and FEIR;

- The Ordinances and Resolutions adopted by the City in connection with the Proposed Project, and all documents incorporated by reference 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(e).

C. Custodian and Location of Records

The documents and other materials which constitute the record of proceedings for the City's actions related to the Proposed Project are located at the City of Irvine, 1 Civic Center Plaza, Irvine, California, 92623. The City Community Development Department is the custodian of the record of proceedings for the Proposed Project. Copies of these documents, which constitute the record of proceedings, are and at all relevant times have been and will be available upon request at the offices of the Community Development Department. This information is provided in compliance with Public Resources Code § 21081.6(a)(2) and Guidelines § 15091(e).

II. PROJECT SUMMARY

A. Project Location

The approximately 2,800-acre Irvine Business Complex (IBC) comprises Planning Area 36 in the City of Irvine, in south/central Orange County. More specifically, the IBC is generally bounded by the former Tustin Marine Corps Air Station (MCAS) to the north, the San Diego Creek channel to the east, John Wayne Airport (JWA) and Campus Drive to the south, and State Route 55 (SR-55) to the west. The San Diego Freeway (I-405) traverses the southern portion of the IBC, and the Santa Ana Freeway (1-5) is to the north and east. As shown on Figure 3-1 of the Recirculated Draft EIR (RDEIR), the IBC is bordered by the cities of Newport Beach to the south, Santa Ana and Costa Mesa to the west, and Tustin to the north.

The IBC consists of a range of industrial, office, commercial, and residential uses covering approximately 2,800 acres in the western portion of the City of Irvine. Adjacent to the IBC, on the north, is the City of Tustin and the former MCAS Tustin, currently being redeveloped with residential and commercial uses as part of the Tustin Legacy Specific Plan. A 40-acre parcel of the IBC is detached and to the south of the main IBC boundary area, and bounded by Jamboree Road, Fairchild Road, Macarthur Boulevard, and the San Joaquin Marsh, and adjacent to the City of Newport Beach. The most prominent land use in the IBC is office, with substantial amounts of industrial/warehouse uses and 4,779 medium- and high-density residential units and 232 density bonus units for a total of 5,011 dwelling units existing within the IBC.

B. Project Description

As shown on Table 2-1, the IBC Vision Plan and Mixed Use Overlay Zoning Code (Proposed Project) would allow for an increase in total units in the IBC from 9,015 units to 15,000 units, a difference of 5,985. This increase is a reallocation of existing intensity within current intensity limitations. In addition, a total of 1,598 density bonus units, in addition to 440 existing, approved, or under construction would be allowed in accordance with state law, for a total 17,038 units. The current General Plan allows for 53,125,389 square feet of nonresidential intensity in Planning Area 36. The additional units would be offset by a reduction of 2,399,626 of office square footage and 1,602,526 of industrial square footage (for a total of 4,002,152 square feet, or 2,887,307 square feet of office equivalency). Upon adoption of the IBC Vision Plan, the total nonresidential intensity allowed by the adopted General Plan would be 48,787,662 square feet. The individual components of the Proposed Project are outlined in Table 2-1.

*Table 2-1
IBC Development Summary*

Residential					
	Existing General Plan			Proposed Project	
	Existing	Under Construction	Approved	Pending ¹	Potential ²
Base Units	4,779	1,814	2,422	2,035	3,950
Density Bonus Units ³	232	78	130	215	1,383
Subtotal	5,011	1,892	2,552	2,250	5,333
Total	9,455			7,583	
Total Cap for the IBC				15,000	
Total IBC Units at Buildout including Density Bonus				17,038	
Nonresidential					
	Existing General Plan		Proposed Project		
	Existing Development	Remaining Buildout Potential	Remaining Buildout Potential		
Nonresidential Square Footage	42,771,000	10,354,389	6,016,662		
Total Nonresidential	53,125,389		48,787,662		
Hotel Rooms					
	Existing General Plan		Proposed Project		
	Existing Development	Remaining Buildout Potential	Remaining Buildout Potential		
	2,496	610	372		
Total Hotel Rooms	3,106		3,478		

¹ Pending units are those for which development applications are currently on file with the City.

² Potential units are those remaining to reach the 15,000-unit cap. No development applications have been received for these units.

³ Density bonus units are exempt by state law from local regulatory limitations on development intensity but are included and analyzed in this DEIR.

The Proposed Project consists of the following components:

1) IBC Vision Plan

The IBC Vision Plan outlines the City's policies and objectives for addressing residential and mixed-use development within the IBC, to be incorporated as a new element in the City's General Plan. The framework for the IBC Vision Plan provides the land use and urban design structure by which new residential development would be organized. Figure 3-4 of the RDEIR, IBC Vision Plan Framework, is a summary exhibit of the key elements and attributes of the IBC that would facilitate the development of high-quality, sustainable neighborhoods, and a balanced mix of uses. As shown on Figure 3-5 of the RDEIR, Proposed IBC Infrastructure Improvements, several infrastructure improvements would be proposed throughout the IBC. The locations of the proposed improvements, such as bridge crossings, are generalized in nature, as specific locations have not yet been evaluated in detail. The proposed bridge widenings are intended to improve pedestrian and bicycle access. No additional vehicular travel lanes are proposed.

The existing sidewalk improvement program will continue to be implemented and embellished with enhanced standards for improved walkability and connectivity to create an interconnected system of pedestrian-friendly boulevards, avenues, and streets. The program calls for the installation of sidewalks to fill the gaps in the IBC sidewalk system and provides for the installation of a five- to eight-foot-wide sidewalk behind eight feet of landscaped parkway.

The Proposed Project includes a new per-unit fee program to be assessed against new residential or residential mixed-use development in the IBC to fund these proposed improvements. Existing developments would be exempt from this fee program. This fee program is proposed to be adopted in conjunction with the Vision Plan and its components. A separate fee program is also proposed to be adopted in conjunction with the Vision Plan to augment the current IBC Transportation Mitigation Fee program to reflect current mitigation outlined in the Transportation and Traffic section of the EIR.

2) IBC Districts

The IBC was originally planned as a business complex and at present there is little distinctiveness between its different areas. The IBC Vision Plan attempts to address this by creating two districts, to identify both a proposed mixed-use core and maintain a distinct core for existing businesses, each with its own unique identity and character, within the Mixed Use Overlay Zone.

Urban Neighborhood (UN)

The Urban Neighborhood District would include the mixed-use core IBC (generally between Jamboree Road and Von Karman Avenue) and allows a range of land uses and buildings at varying heights. Generally, these neighborhoods are envisioned to be primarily residential with retail, offices, and restaurants allowed on the first floor.

Business Complex (BC)

The Business Complex District would be applied to portions of the IBC characterized by existing, longstanding industrial and other commercial uses that are expected to remain. This district accommodates new industrial and other commercial uses and an expansion of existing uses.

3) General Plan Amendment

The General Plan Amendment would incorporate Vision Plan policies and objectives into a new General Plan Element and establish a cap of 15,000 dwelling units for the IBC area (excluding density bonus units granted pursuant to state law), with a corresponding reduction of nonresidential office equivalency square footage in Table A-1, Maximum Intensity Standards by

Planning Area, of the City's General Plan, to accommodate future units under the cap that have not yet been approved. As described on Table 2-1, the General Plan/Zoning cap for the IBC is currently set at 9,015 residential units; therefore, a unit cap of 15,000 units would create potential for 5,985 additional dwelling units (of which 2,035 are pending) in the IBC beyond those already existing or approved. The details (location, timing, density, and design) of 3,950 potential units are unknown because there are no currently pending applications. In addition to the 15,000-unit cap, this RDEIR and related traffic study (see Appendix N in the EIR) address the potential for 2,038 additional density bonus units, listed below, which are excluded from local intensity limitations by state law:

- 232 existing (built) density bonus units
- 208 density bonus units approved or under construction
- 215 known density bonus units from pending projects
- A theoretical maximum of 1,383 density bonus units, assuming the remaining 3,950 units are built with a maximum allowable additional density bonus of 35 percent

The current General Plan allows for 53,125,389 square feet of overall nonresidential development in Planning Area 36, which may vary according to the totals of individual land uses over time. The total 5,985 additional new units (either potential or in process) remaining under the 15,000-unit cap would be offset by a reduction of 4,337,727 square feet of nonresidential intensity square feet. With the additional nonresidential land use optimization discussed in this RDEIR, the overall nonresidential intensity in the General Plan would be 48,787,662 square feet, with the reduction resulting primarily from the conversion of higher quantities of older industrial square footage to lower quantities of office square footage. Construction of the 1,892 units in process, along with the pending and approved nonresidential projects, are assumed to be completed by 2015. The remaining 3,950 units, along with the proposed nonresidential land use optimization, would be completed at City buildout, post-2030. Please refer to Section 3.3.2.6 for a detailed discussion of the 2015 Interim Year and Post-2030 Buildout assumptions. The General Plan Amendment would also add new policy language to the current Land Use Element text and add the IBC Vision Plan framework as a new Land Use Element Figure A-3 (IBC) to incorporate the IBC Vision Plan. Previous Table 2-1 provides a summary of the Proposed Project.

As a part of General Plan Amendment, the existing IBC density cap of 52 dwelling units per acre would be removed from the Land Use Element Table A-1 and a minimum of 30 units per acre would be added as a density level. As a result, future residential projects would not have a restriction on maximum density, but would have to comply with a minimum density of 30 units per acre to ensure the benefit of higher-density housing necessary to establish a vibrant mixed-use community.

The General Plan Amendment would also add several new changes to text and figures of the General Plan, including: policies regarding pedestrian-oriented streets to the Circulation Element; IBC trails network to Circulation Element Figure B-4; and policies regarding urban parks to the Parks and Recreation Element (see Appendix C, General Plan Amendment for IBC Residential Mixed-Use Vision Plan).

4) Zoning Ordinance Amendment

The Zoning Ordinance Amendment would add new Chapter 5-8 to adopt the IBC Mixed Use Overlay Zone (Appendix D in the RDEIR, as amended by the City Council on July 13, 2010), which would define regulatory zoning districts for properties within the IBC and outline a process for analysis of compatibility of residential development with adjacent businesses. The proposed overlay zone is shown on Figure 3-6 of the RDEIR, *Overlay Zone Regulating Plan*. The amendment would also revise the statistical analysis outlined in Section 9-36-5, Statistical Analysis, of the City's Zoning Ordinance, to establish a residential cap of 15,000 dwelling units for the IBC area (excluding density bonus units pursuant to state law), with an offsetting reduction of nonresidential square footage, for units under the cap not yet approved, consistent with the proposed General Plan Amendment. Furthermore, the amendment would also update the Chapter 9-36, Planning Area 36 (IBC), provisions regarding the IBC traffic mitigation fee program (see Appendix D in the EIR). This amendment would also include clarifications of code language relating to the Transfer of Development Rights (TDRs). The Zoning Ordinance Amendment would also include other minor amendments to other sections of zoning code to maintain internal consistency.

5) Municipal Code

The Municipal Code Amendment would revise Chapter 10, Dedications, of Division 5, Subdivisions, of the City's Municipal Code, by adding a section to incorporate new urban park standards into the City's park dedication requirements for the IBC. The City's Park Standards Manual would also be updated to address urban open space in the IBC. Section 5-5-1004D(1) will also be revised to remove a 50-unit per acre density cap for determining persons per household.

6) Land Use Assumptions

The Land Use Assumptions for the IBC Vision Plan are summarized as follows, and the methodology for development of these assumptions is detailed in Appendix F of the EIR.

Existing Conditions

The existing conditions are based on the City's IBC database as of July 10, 2009 (included in Appendix F of the RDEIR). Square footage listed as existing in this database represents existing

conditions scenario for the traffic analysis model. Additional unbuilt approved projects and remaining zoning potential listed in this database represents the dataset for the existing General Plan buildout scenario.

Land Use Assumptions for Interim Year 2015

The land use assumptions for 2015 consist of existing conditions plus projects approved but not yet built (Table 2-2) (identified as “Discretionary Approval” in the City’s IBC database as of July 10, 2009, with the exception of certain approved units within the Park Place development not anticipated to be built by 2015) and pending projects currently under review by the City (Tables 2-3 and 2-4 of the RDEIR). The approved and proposed land use changes and TDRs for these projects reflect changes to the existing conditions database for the interim year 2015 with project traffic analysis model for TDR details by project. The 2015 without project scenario consists of approved but not yet built projects only.

*Table 2-2
Summary of Approved IBC Development Projects*

Project Name	Use Type	Description	Units or Square Feet by Use
The Lofts on Von Karman	Residential	116-unit residential	116 units
2801 Kelvin	Residential	248-unit residential	248 units
The Carlyle	Residential	156-unit residential	156-units
Avalon/ Jamboree 1	Residential	280-unit residential	280 units
Central Park	Residential/Office/ Retail	1,380-unit residential	1,380 units, 90,000 sf office, 19,700 sf retail
CUP Childcare - 17575 Cartwright	Child Care	CUP for Child care center w/Admin Relief for Playground Area and Parking	11,580 sf school
CUP Church - 17751 Mitchell North	Church	CUP for La Puerta Abierta Church	82,000 sf church
CUP Hotel – 17061 Fitch	Hotel	CUP for 132-room Hotel	132 rooms (78,365 sf)
CUP Hotel - 2300 Main	Hotel	CUP for 170-room Aloft Extended Stay Hotel	170 rooms
Tentative Parcel Map - 17352 Von Karman	Office Condos	Tent. Parcel Map to divide 97,740 sf building	3,995 sf office; 31,903 sf mfg. 23,104 warehouse
Tentative Parcel Map - Daimler	Office Condos	Tent. Parcel Map to create one-lot for office condominiums	
Park Place	Residential/Office/ Retail	Development Agreement and CUP	2,008 units 308 hotel rooms 3.7 million sf of office 350,000 sf of retail ¹
Hines Master Plan	18582 Teller and 2722 Michelson	Office/Retail	Master Plan for 295,000 sf office (Phase 1), 490,000 sf office (Phase 2), 15,500 sf retail/restaurant

Source: City of Irvine 2009.

¹ Subject to change pursuant to the provisions of the existing Development Agreement.

*Table 2-3
Summary of Pending IBC Nonresidential Development Projects*

Project Name	Address	Use Type	Description
Element Hotel	17662 Armstrong	Hotel	CUP for 122-room hotel
Irvine Crossings Master Plan Modification and TPM	17871 Von Karman	Office/Industrial	Master Plan Modification to reduce office space and increase industrial/warehouse space in an existing building in PA 36 (4,726 sf office, 196,300 sf industrial)
Diamond Jamboree Master Plan Modification	2600-2798 Alton		Master Plan Modification for Shared Parking/reallocation of uses for Diamond Jamboree Center
Master Plan for GIFREHC Center	18691 Jamboree Road	Office/Retail/Hotel	Master Plan for GIFREH Multi-Use Center (250,000 sf office, 39,000 sf retail, 350 room hotel)
Allergan Master Plan Modification	18522 Von Karman	Office	Master Plan Modification for the addition of a 250,000 sf office building
McGaw - Tentative Tract Map	1555 and 1565 McGaw, 17173 Gillette	Office Condos	Tentative Tract Map for seven office condominiums on two lots
Modification to CUP for Park Place	3333 Michelson	Office	Minor modification to CUP 87-CP-0829 (Park Place)
Alton - Tentative Parcel Map for Non-Residential Condos	2152 Alton	Office Condos	Tentative Parcel Map 2008-189 to create 15 non-residential condo units in PA 36
Business Center - Tentative Parcel Map	2062 and 2070 Business Center Dr	Office Condos	Tentative Parcel Map 2008-137 to create 2 parcels for condominium purposes in PA 36
Source: City of Irvine 2009			

Land Use Assumptions for Buildout Year (Post-2030) - Land Use Optimization

The Post-2030 land use model scenario has been developed based the City Council direction for a 15,000-unit cap, plus projections on how much development or redevelopment may occur for office, retail, and industrial uses, while respecting the existing trip caps that have been established for each parcel as part of the implementation of the City's 1992 IBC rezoning. The land use program also takes into account an analysis to estimate which land uses may stay in their current condition at buildout and which may be redeveloped. The process of developing this scenario is referred to as "optimization," as it projects the most viable set of land use assumptions for a mixed-use environment given the existing regulatory constraints. The program for optimizing land uses in the IBC for remaining unbuilt IBC zoning potential within existing IBC vehicle trip allocations by Traffic Analysis Zone (TAZ), has been used to redistribute potential land uses based on the following considerations:

- Conversion of underutilized office, manufacturing, and/or warehouse uses to retail use to accommodate demand from current and planned residential development.
- Buildout of remaining unutilized nonresidential zoning potential.
- Recycling of underutilized properties to higher-intensity uses.

The current General Plan allows for 53,125,389 square feet of overall nonresidential square footage in Planning Area 36, which may vary according to the totals of individual land uses over time. The total 5,985 additional new units (either potential or in process) remaining under the 15,000-unit cap would be offset by a reduction of 4,337,727 square feet of nonresidential intensity. With the proposed land use optimization discussed in this EIR, the overall nonresidential intensity in the General Plan would be 48,787,662 square feet (an increase of 6,016,662 square feet from existing conditions), with the reduction resulting primarily from the conversion of higher quantities of older industrial square footage to lower quantities of office square footage. The proposed optimization also includes the addition of three neighborhood-serving retail areas and four 2-acre public neighborhood park areas. Three of these parks would be located in the Urban Neighborhood area north of the Interstate 405 (I-405). The fourth park would be located in the Urban Neighborhood area south of the I-405, along Campus Drive. Construction of the 1,892 units in process, along with the pending and approved nonresidential projects, is assumed to be completed by 2015. The remaining 3,950 units, along with the proposed nonresidential land use optimization, would be completed at City buildout, post-2030.

The methodology for the land use optimization process is outlined in Appendix F in the RDEIR. The reallocation of land uses under this program would not change the development intensity assigned to each parcel per the 1992 IBC rezoning program, with the exception of parcels with unutilized zoning potential/approvals. Unutilized zoning potential/approvals for these parcels have been combined within each TAZ to allow a larger amount of zoning potential to accommodate reuse of underutilized land uses to higher-intensity uses. No transfers to other TAZ's have been assumed. It is anticipated that actual specific future development may occur differently than that anticipated in the assumptions used for the Vision Plan land use model, which is why a specific land use plan is not proposed as part of the Vision Plan project. Projects not consistent with the Vision Plan land use model assumptions will be reviewed in accordance with existing city policies and traffic study procedures to determine whether additional conditions of approval or environmental review are necessary.

7) Design Criteria

To ensure a consistent standard of residential design quality throughout the IBC, a set of design criteria from the IBC Vision Plan that would be applicable to residential and residential mixed-use projects in the IBC would be adopted (see Appendix E in the RDEIR). These criteria are intended to guide the physical development of any residential or mixed-use project that contains a component of residential use within the boundaries of the IBC. They are intended to assist in ensuring that the design of each development remains true to the principles established in the IBC Vision Plan. The criteria would also provide standards and criteria for new construction and for remodels or additions. The new design criteria would only be applicable to residential and mixed-use development.

8) Circulation Element Amendment

The City of Irvine General Plan Circulation Element identifies certain roadway configurations that are no longer needed as determined in the IBC Vision Plan; therefore a General Plan Amendment subsequent to the approval of the IBC Vision EIR will downgrade arterial roadways as needed. The City of Irvine intends to downgrade the following arterial segments as a subsequent General Plan Amendment to the Circulation Element:

- Barranca Parkway between Red Hill Avenue and Jamboree Road (downgrade from 8-lane divided roadway to 7-lane divided roadway)
- Jamboree Road between Barranca Parkway and McGaw Avenue (downgrade from a 10-lane divided roadway to a 8-lane divided roadway)
- Main Street between Red Hill and Harvard (downgrade from 6-lane divided arterial with 2 auxiliary lanes to 6-lane divided roadway)
- MacArthur Boulevard between Fitch and Main Street (downgrade from 8-lane divided roadway to 7-lane divided roadway)
- Red Hill Avenue between Barranca Parkway and Main Street (downgrade from an 8-lane divided roadway to a 6-lane roadway)
- Alton Parkway between Red Hill Avenue and Jamboree Road (downgrade from a 6-lane divided roadway to 4-lane divided roadway)
- Von Karman Avenue between Barranca Parkway and Michelson (downgrade from 6-lane roadway to 4-lane roadway)

The arterial segment of Alton Parkway between Red Hill Avenue and Jamboree Road as well as the segment of Von Karman Avenue between Barranca Parkway and Michelson Drive are programmed into both the City of Irvine's General Plan and the Orange County Master Plan of Arterial Highways (MPAH). Both roadways are currently 4-lane roadways and expected to remain as 4-lane roadways in the future. Both the City's General Plan and the Orange County MPAH currently have these two segments programmed as 6-lane divided arterials in the buildout condition. The IBC Vision Plan traffic study has determined that 6 lanes are unnecessary for both of these roadway segments under buildout conditions. Thus, the City of Irvine will initiate an MPAH Amendment by entering into a cooperative study with the Orange County Transportation Authority (OCTA) to determine the feasibility of downgrading both Alton Parkway and Von Karman Avenue. Once this study is complete, both agencies can move forward with amendments to the General Plan and MPAH to downgrade both Alton Parkway between Red Hill Avenue and

Jamboree Road as well as Von Karman Avenue between Barranca Parkway and Michelson Drive.

Additionally, the City of Irvine intends to remove the following interchange improvements:

- Alton Parkway overcrossing at the SR-55 freeway with High Occupancy Vehicle (HOV) drop ramps
- Von Karman Avenue at the I-405 freeway HOV drop ramps

These interchange improvements are programmed in the Orange County MPAH as buildout improvements. However, the IBC Vision Plan traffic study has determined that these interchanges are unnecessary under buildout conditions. The City of Irvine will initiate an MPAH Amendment by entering into a cooperative study with OCTA and the affected local agencies to determine the feasibility of removing these interchange improvements from the MPAH.

9) Additional Changes

The name of the IBC may also be changed as directed by the Irvine City Council. Although not required under CEQA, it is included in this DEIR for informational purposes.

C. Use of Program EIR

The FEIR for the Proposed Project is a Program EIR, prepared pursuant to Section 15168 of the CEQA Guidelines. A Program EIR examines the total scope of environmental effects that would occur as a result of buildout of the entire Proposed Project. By examining the full scope of the Proposed Project and subsequent applications and approvals at this early stage of planning, the Program FEIR will provide a full disclosure of the environmental impacts that may occur throughout the Project Site, together with an analysis of the site specific and cumulative environmental impacts that will occur throughout the buildout of the Project.

The Program FEIR for this Project is intended to provide the environmental clearance for the specific applications currently pending before the City as discussed above, and for subsequent applications that are submitted to obtain City and responsible agency approvals for site-specific development projects within the IBC. If determined necessary, an initial study will be prepared by the agency required to take the discretionary action for each future development application within the IBC to ascertain whether a Subsequent EIR, Supplemental EIR, or other environmental documentation is necessary to comply with the CEQA, as provided by Sections 15162 through 15164, and Section 15168, of the Guidelines. If a Subsequent or Supplemental EIR is required, those documents can incorporate relevant information from the Program FEIR

by reference, and limit their focus to the particular characteristics and effects of the individual project then under consideration.

If, on the other hand, the City or responsible agency finds, pursuant to Section 15162 of the State Guidelines, that no new effects could occur and no new mitigation measures would be required for the subsequent action, it may approve the subsequent action without preparing additional environmental documentation. The City or other responsible agency will, however, in its future discretionary actions, continue to apply the Existing Plans, Programs, and Policies (PPPs), Project Design Features (PDFs), and Mitigation Measures identified in the Program FEIR for the Project and adopted by the City herein.

Future discretionary and non-discretionary actions which may be considered by the City to implement the Proposed Project include, but are not limited to:

- Certification of the Environmental Impact Report (SCH#2007011024);
- Approval of General Plan Amendment 481476-GPA for IBC Residential/Mixed Use Vision Plan and related amendments, including amendments to the Circulation Element;
- Approval of Zone Change 409688-PZC for IBC Residential/Mixed Use Vision Plan and related amendments;
- Approval of Master Plan for IBC Residential Mixed Use Design Criteria;
- Approval of Municipal Code Amendment;
- Approval of amendment to the Park Standards Manual;
- Approval of Infrastructure Improvement Fee Program;
- Approval of Transportation Mitigation Fee Program;
- Approval of Land Use Optimization Program;
- Potential override of ALUC action or AELUP consistency determination
- Issuance of grading, building and other related permits;
- Issue a National Pollution Discharge Elimination System (NPDES) Permit for construction activities and/or Stormwater Pollution Prevention Plan;

- Issue any needed Air Quality Permits for development in the Irvine Business Complex;
- Approval of any necessary sewer or water facilities upgrades necessary to serve future development;
- Activities located within Caltrans right-of-way would require an Encroachment Permit and Caltrans Statewide NPDES Permit from Caltrans;
- Amendment to the Orange County Master Plan of Arterial Highways (MPAH);
- Encroachment permits may be required if any improvements are proposed within OCFCDD right-of-way;
- Other discretionary and non-discretionary permits and approvals as may be required from the City or other responsible agencies for construction and development within the Project Area.

D. Statement of Objectives

A number of Project-specific objectives have been formulated for the Project. These objectives include, but are not limited to, the following:

- (1) Provide for the on going development of the IBC consistent with the City's General Plan Urban and Industrial land use designations and the City's adopted Vision Plan Goals, which are:
 - Protect the existing job base.
 - Develop mixed-use cores.
 - Provide transportation, pedestrian, and visual connectivity.
 - Create usable open space.
 - Develop safe, well-designed neighborhoods.
- (2) Provide additional housing opportunities near existing employment centers, consistent with the City's General Plan Land Use and Housing Elements.
- (3) Provide residential uses near existing employment centers, retail and entertainment uses, and transportation facilities consistent with the goals of the Southern California Association of Governments' Regional Comprehensive Plan and Compass Blueprint.

- (4) Provide residential development in areas of the IBC where adequate supporting uses and public services and facilities are provided, consistent with the City's General Plan Land Use Element.
- (5) Contribute to the development of mixed-use cores by incorporating residential, office, and commercial/retail uses into existing areas of nearby community facilities, retail goods and services, and restaurants to enhance the IBC's overall mixed-use urban character and reduce vehicle miles traveled in the South Coast Air Basin.
- (6) Provide neighborhood level amenities to serve the level of mixed-use development envisioned by the City's General Plan and IBC Vision Plan.
- (7) Incorporate sustainable provisions into implementation of the IBC Vision Plan.
- (8) Identify and pursue opportunities for open space areas that serve the recreational needs of IBC residents and employees.

III. ENVIRONMENTAL REVIEW AND PUBLIC PARTICIPATION

The City of Irvine determined that an EIR would be required for this project. It issued a Notice of Preparation (NOP) and Initial Study on January 8, 2007, to the State Clearinghouse, responsible agencies, and interested parties. The project description was subsequently revised to reduce the number of dwelling units and project details were refined. A new NOP was circulated between September 19, 2008, and October 20, 2008 (see Appendix B).

A total of 38 agencies/interested parties responded to the 2007 NOP. Copies of the written comments received during the public review period are in Appendix A to the FEIR. Copies of the written comments received during the second (2008) public review period, are in Appendix B. The City held three public scoping meeting to provide (i) information regarding the Proposed Project and (ii) an opportunity for public input regarding project issues that should be addressed in the Draft EIR. Comments received during the public involvement process and the IS/NOP scoping period were considered in the preparation of the Draft EIR.

The Draft EIR for the Proposed Project was then prepared and circulated for review and comment by the public, agencies and organizations for a 45-day public review period that began on March 30, 2009 and concluded on May 14, 2009. A Notice of Completion of the Draft EIR was sent to the State Clearinghouse and the Draft EIR was circulated to State agencies for review through the State Clearinghouse, Office of Planning and Research (SCH No. 2007011024). A notice of availability of the Draft EIR for review was mailed to Federal, State, County, City, and Regional Agencies/Organizations, School Districts, and Interested parties. A notice of availability was also placed in the OC Register on March 30, 2009 and Irvine World News on April 2, 2009. During the public review period, 26 comment letters on the Draft EIR were received.

On December 23, 2009, the City released the Recirculated DEIR (RDEIR) for an additional 45-day public review. A Notice of Completion of the RDEIR was sent to the State Clearinghouse and circulated to State agencies for review through the State Clearinghouse, Office of Planning and Research (SCH No. 2007011024). A notice of availability of the RDEIR for review was mailed to Federal, State, County, City, and Regional Agencies/Organizations, School Districts, and Interested parties. The RDEIR contains minor revisions to the Project Description and a new traffic study based on discussions with various stakeholders with an interest in the IBC. Other revisions to the RDEIR have been made based on other comments received on the previously circulated DEIR. Responses to comments have been completed on the previous Draft EIR and included in the RDEIR as Appendix Q.

There have been numerous opportunities for public review and comment concerning the Proposed Project and the environmental documents prepared for it, including the public forums set forth below:

Informational Meetings

December 6, 2004	Public Informational Meeting
January 12, 2005	Public Informational Meeting
February 15, 2005	Public Informational Meeting
January 20, 2005	Planning Commission Informational Meeting
February 17, 2005	Planning Commission Informational Meeting
March 17, 2005	Planning Commission Informational Meeting
April 15, 2005	Council direction to prepare VP
June 15, 2005	Community Services Commission Presentation
June 26, 2005	Charette Kickoff
July 5-9, 2005	Charette
September 7, 2005 & October 19-20, 2005	Joint Planning Commission/Community Services Commission meetings on Draft VP
November 22, 2005	IBC Stakeholder meeting 1
December 13, 2005	IBC Stakeholder meeting 2
January 16, 2006	IBC Stakeholder meeting 3

EIR Scoping

February 1, 2007	Planning Commission
February 21, 2007	Community Services Commission
February 27, 2007	City Council

IBC Task Force

January 9, 2007	Task Force Established
March 21, 2007	Task Force meeting 1- Goals/Objectives, Organization, Schedule, Historical Context
May 9, 2007	Task Force meeting 2- Review and prioritization of public improvements
June 13, 2007	Task Force meeting 3- Park development
July 11, 2007	Task Force meeting 4- Town Centers, Unit Caps, Trip Capture
August 15, 2007	Task Force meeting 5- Preparation of recommendations to City Council

September 10, 2007	Task Force- Resident outreach meeting 1
September 24, 2007	Task Force- Resident outreach meeting 2
October 13, 2007	Council meeting on Task Force Recommendations
December 17, 2007	Task Force- Business outreach meeting
February 26, 2008	City Council acceptance of Task Force recommendations

Draft EIR Comment Meetings

April 15, 2009	Community Services Commission
April 21, 2009	IBC Task Force
May 7, 2009	Planning Commission

Public Hearings for Project Actions

March 17, 2010	Community Services Commission
April 1, 2010	Planning Commission
April 27, 2010	City Council
July 13, 2010	City Council

IV. GENERAL FINDINGS

The City hereby finds as follows:

- The City is the “Lead Agency” for the Proposed Project evaluated in the FEIR;
- The Draft EIR, Recirculated DEIR and the FEIR were prepared in compliance with CEQA and the Guidelines;
- The City has independently reviewed and analyzed the Draft EIR, Recirculated DEIR and the FEIR, and these documents reflect the independent judgment of the City Council;
- An MMRP has been prepared for the changes to the Proposed Project, which the City has adopted or made a condition of approval of the Proposed Project. That MMRP is incorporated herein by reference and is considered part of the record of proceedings for the Proposed Project;
- The MMRP designates responsibility and anticipated timing for the implementation of mitigation; the City will serve as the MMRP Coordinator;
- In determining whether the Proposed Project has a significant impact on the environment, and in adopting these Findings pursuant to Section 21081 of CEQA, the City has complied with CEQA 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 FEIR;
- The City reviewed the comments received on the Recirculated DEIR and the responses thereto and has determined that neither the comments received nor the responses to such comments add significant new information regarding environmental impacts to the Recirculated DEIR. 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 FEIR;
- The responses to the comments on the Recirculated DEIR, which are contained in the FEIR, clarify and amplify the analysis in the Recirculated DEIR;
- Having reviewed the information contained in the Draft EIR, Recirculated DEIR, FEIR, and the 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 Recirculated DEIR which have occurred since the close of their respective public review periods, the City finds that there is no new significant information in the FEIR and finds that recirculation is not required.

- Except as otherwise discussed in these Findings and the FEIR, the conclusions regarding Project impacts are the same regardless of whether or not the project is considered an approved project or a pending future project.
- The City has made no decisions that constitute an irretrievable commitment of resources toward the Proposed Project prior to certification of the FEIR, nor has the City previously committed to a definite course of action with respect to the Proposed Project;
- Copies of all the documents incorporated by reference in the FEIR are and have been available upon request at all times at the offices of the City, custodian of record for such documents or other materials;
- Having received, reviewed and considered all information and documents in the record, the City hereby conditions the Proposed Project and finds as stated in these Findings.

V. SUMMARY OF IMPACTS

The FEIR concludes that impacts of the Proposed Project with respect to the following issues either will not be significant or will be mitigated to below a level of significance by Existing Plans, Programs, and Policies (PPPs), Project Design Features (PDFs), and Mitigation Measures that will be made conditions of project approval: Aesthetics, Biological Resources, Cultural Resources, Geology/Soils, Hazards/Hazardous Materials, Hydrology/Water Quality, Population/Housing, Public Services, Recreation, Utilities/Service Systems, and Global Climate Change. Impacts related to Air Quality, Land Use Planning, Noise, and Traffic remain significant despite the adoption of all feasible mitigation measures.

VI. FINDINGS REGARDING IMPACTS

In making each of the findings below, the City has considered the Project Design Features (“PDFs”) and Plans, Programs, and Policies (“PPP”) listed in the Final EIR. The PDFs described in the Final EIR are part of the Project that the City has considered, and are explicitly made conditions of approval. The PPPs discussed in the Final EIR are existing regulatory plans and programs that the Project is subject to, and likewise, are explicitly made conditions of approval.

A. Aesthetics

1. Environmental Impact: Future development pursuant to the IBC Vision Plan would not substantially alter the visual character of the IBC area and its surroundings. While the Proposed Project does not in itself approve specific developments in the IBC, it does propose design standards and criteria in the IBC Vision Plan for new residential and mixed-use developments, allowing for development in the IBC, which would result in intensification of the urban character of the IBC. Although the visual character of the project area would change, this change would be consistent in scale and character with the surrounding development. Therefore, the Project would not substantially degrade the existing visual character of the project area and its surroundings.

Finding: The Project will have no substantial adverse impact on the visual character or quality of the project area or its surroundings. No mitigation is required. Cal. Pub. Res. Code § 21081; CEQA Guidelines § 15091

Facts in Support of Finding: Implementation of the IBC Vision Plan would include the establishment of districts and development standards to address the market transition of certain portions of the IBC from exclusively industrial and/or office uses to mixed-use districts that would accommodate office, residential, and support commercial/retail uses, and protect existing businesses. The nonresidential square footage would decrease in the IBC and allow the development of nonindustrial uses, which is generally consistent with the existing and evolving mixed-use nature of the IBC area. Specific development projects in the IBC would be of quality design in conformance with the IBC Vision Plan goals and the standards and criteria outlined in the IBC Vision Plan or other applicable zoning designation. Infrastructure, including bridges, would be of high visual quality and complement their surroundings. Therefore, development of such infrastructure would not degrade the visual character or quality of the IBC area and its surroundings. Therefore, development in accordance with the IBC Vision Plan would not substantially degrade the visual character or quality of the IBC area and its surroundings.

Mitigation Measure: No mitigation is required.

Reference: RDEIR § 5.1.

2. Environmental Impact: Additional light and glare generated by specific development projects in accordance with the IBC Vision Plan would not substantially impact surrounding land uses. Implementation of the Proposed Project would introduce new light sources and potential glare in the IBC and surrounding areas. However, the development would occur in an urbanized area with existing sources of light and glare. The additional light and glare is not anticipated to substantially impact surrounding uses.

Finding: There will be no substantial adverse project impacts from light and glare. PPP 1-1 and PPP 1-2 require applicants for new development adhere to the City lighting standards. No mitigation is required. Cal. Pub. Res. Code § 21081; CEQA Guidelines § 15091.

Facts in Support of Finding: Residential and mixed-use development and development of the proposed bridges would introduce new light sources and potential glare in the IBC and surrounding areas. Surrounding developments and individuals living in adjacent residential areas may experience an increase in nighttime illumination. Individual development projects would be required to comply with the City's existing lighting codes and standards, such as confining direct rays on-site and meeting security code requirements (PPP-1-1 and PPP-2). Additionally, as outlined in the design criteria of the IBC Vision Plan, the use of reflective glass is prohibited. Therefore, additional light and glare generated by specific development projects would not substantially impact surrounding land uses. The impact is less than significant.

Mitigation Measures: No mitigation is required.

Reference: RDEIR § 5.1.

3. Environmental Impact: Future development pursuant to the IBC Vision Plan may generate additional light and glare that could impact wildlife in the San Joaquin Freshwater Marsh and the San Diego Creek. Specific development projects in accordance with the IBC Vision Plan could impact wildlife in the San Joaquin Freshwater Marsh and the San Diego Creek. However, PPPs and PDFs address and mitigate this impact. **Finding:** There will be no substantial adverse project impacts from light and glare on wildlife in the San Joaquin Freshwater March and the San Diego Creek. PDF 1-1 requires applicants for new development reduce the reflectivity of building materials within 100 feet of the San Joaquin Freshwater Marsh and the San Diego Creek. No mitigation is required. Cal. Pub. Res. Code § 21081; CEQA Guidelines § 15091.

Facts in Support of Finding: The San Diego Creek channel runs along the eastern boundary of the IBC and the San Joaquin Freshwater Marsh forms a portion of the IBC's southeastern boundary. According to the Conservation and Open Space Element of the City's General Plan, the marsh and the creek are both considered highly sensitive biotic resources.

There is a potential that birds from the marsh and/or creek could fly into the sides of reflective buildings, and evening lighting may disrupt nocturnal wildlife behavior. However, any future development proposals within 100 feet of the marsh or creek would be required to reduce the reflectivity of building surface materials by using angles that are not highly reflective, or through the incorporation of building surface materials that reduce reflectivity (PDF 1-1). Individual development projects would be required to comply with the City's existing lighting codes and standards, such as confining direct rays on-site and meeting security code requirements (PPP-1-1 and PPP-2). Additionally, as outlined in the design criteria of the IBC Vision Plan, the use of reflective glass is prohibited. Therefore, additional light and glare generated by specific development projects would not substantially impact wildlife in the San Joaquin Freshwater Marsh and the San Diego Creek. The impact is less than significant.

Mitigation Measures: No mitigation is required.

Reference: RDEIR § 5.2.

4. Environmental Impact: Cumulative Impacts. As discussed in Section 5.1 of the RDEIR, there will be no cumulative impacts for visual effects.

Finding: The Project will have no substantial cumulative impact on visual resources. No mitigation is required. Cal. Pub. Res. Code § 21081; CEQA Guidelines § 15091.

Facts in Support of Finding: Development of the IBC project area in accordance with the IBC Vision Plan would result in an intensification of the urban character of the IBC through demolition or renovation of existing structures and construction of new structures. Specific development projects in the IBC would be of quality design in conformance with the IBC Vision Plan goals and the standards and criteria outlined in the IBC Vision Plan or other applicable zoning designation. As a result, the Proposed Project has a less than significant cumulative impact on the visual character of the IBC.

An increase in development in the IBC would incrementally increase the amount of light and glare in the project area. However, all future projects would be required to comply with the Irvine Uniform Security Code, which limits excessive light and glare through specific requirements, including governing light spillover onto adjacent properties and nighttime illumination. City regulations would mitigate light and glare impacts in the IBC to a less than significant level. The Proposed Project, considered together with existing and future uses, would not result in a cumulatively considerable contribution to light or glare.

Mitigation Measures: No mitigation is required.

Reference: RDEIR, § 5.1.

B. Air Quality

1. Environmental Impact: Regional population, housing, and employment growth projections in the Irvine Business Complex were not accounted for in SCAQMD's Air Quality Management Plan. Implementation of the IBC Vision Plan project would generate short-term and long-term air pollutant emissions that exceed the South Coast Air Quality Management District's (SCAQMD) thresholds (Indicator 1). However, the project would further the goals of SCAG's Regional Comprehensive Plan (Indicator 2). As both criteria must be met, the project is considered significant relative to consistency with the Air Quality Management Plan (AQMP).

Finding: Changes or alterations have been required in, or incorporated into, the Project which will lessen the significant environmental effects of the Project related to air quality. PPPs 2-1 through 2-4, PPP 15-1 through PPP 15-14, PDF 2-6 through PDF 2-9 and PDF 15-1 through PDF 15-17 are feasible and will be implemented by the project. These changes or alterations, however, will not reduce this impact to below a level of significance. The City finds that there are no other feasible mitigation measures that would mitigate the impact to below a level of significance, and that specific economic, social, technological or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the alternatives identified in the FEIR, as discussed in Section VII of these Findings. (Public Resources Code § 21081(a)(3); Guidelines § 15091(a)(3)). As described in the Statement of Overriding Considerations, the City has determined that this impact is acceptable because of specific overriding considerations.

Facts in Support of Finding: PPP 2-1 through PPP 2-4 and PDF 2-6 through PDF 2-9 would reduce air pollutant emissions generated during construction activities to the extent feasible. In addition, PPP 15-1 through 15-14 and PDF 15-1 through 15-17, would reduce purchased energy use and water use, and encourage use of alternative transportation to reduce area and mobile sources of air pollution associated with the project. The project would not be consistent with the AQMP under the first indicator because short- and long-term emissions associated with the project would exceed the SCAQMD regional and localized significance thresholds, which are the basis for determining if a project would contribute to the regional nonattainment designations of the South Coast Air Basin (SoCAB). The project would be considered consistent with the AQMP under the second indicator because the project would further the goals of SCAG's Regional Comprehensive Plan, but it is necessary for both criteria to be met for the project would be considered consistent with the AQMP. Consequently, because the Proposed Project would fail under Indicator 1, impacts are considered significant relative to project consistency with the AQMP.

Mitigation Measures: No additional mitigation measures are feasible.

Reference: RDEIR, § 5.2, Air Quality Modeling Data (Appendix G).

2. Environmental Impact: Construction emissions associated with buildout of the Irvine Business Complex would generate short-term emissions that exceed the SCAQMD's regional significance thresholds for VOC, NO_x, CO, PM₁₀, and PM_{2.5}, and would significantly contribute to the nonattainment designations of the SOCAB for O₃ and Particulate Matter (PM₁₀ and PM_{2.5}). Construction activities produce combustion emissions from various sources, such as on-site heavy-duty construction vehicles, vehicles hauling materials to and from the site, and motor vehicles transporting the construction crew. Site preparation activities produce fugitive dust emissions (PM₁₀ and PM_{2.5}) from soil-disturbing activities such as grading and excavation and from demolition activities. Construction activities associated with new development occurring in the project area would temporarily increase emissions of PM₁₀, PM_{2.5}, VOC, NO_x, SO_x, and CO.

Finding: Changes or alterations have been required in, or incorporated into, the Project which will lessen the significant environmental effects of the Project related to air quality. PDF 2-3, PDF 2-6 through PDF 2-9 would reduce air pollutant emissions from construction activities. These changes or alterations, however, will not reduce this impact to below a level of significance. The City finds that there are no other feasible mitigation measures that would mitigate the impact to below a level of significance, and that specific economic, social, technological or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the alternatives identified in the FEIR, as discussed in Section VII of these Findings. (Public Resources Code § 21081(a)(3); Guidelines § 15091(a)(3)). As described in the Statement of Overriding Considerations, the City has determined that this impact is acceptable because of specific overriding considerations.

Facts in Support of Finding: The Project's construction activity air quality impacts are considered significant. Construction activities associated with new development occurring in the project area would exceed SCAQMD's regional significance thresholds for VOC, NO_x, CO, PM₁₀, and PM_{2.5}, and would significantly contribute to the nonattainment designations of the SOCAB for O₃ and Particulate Matter (PM₁₀ and PM_{2.5}). PDF 2-3, PDF through PDF 2-9 would reduce emissions from construction activities to the extent feasible. However, no additional feasible mitigation measures are available to reduce air pollutant emissions generated by short-term activities to below the SCAQMD's regional significance thresholds. Therefore, impacts from air pollutant emissions from construction-related activities would be significant.

Mitigation Measures: No additional mitigation measures are feasible.

Reference: RDEIR, § 5.2, Air Quality Modeling Data (Appendix G).

3. Environmental Impact: Buildout of the Irvine Business Complex would generate long-term stationary- and mobile-source emissions that exceed the SCAQMD's regional significance threshold and significantly contribute to the nonattainment designations of the SOCAB for O₃ and particulate matter (PM₁₀ and PM_{2.5}). Long-term emissions generated by

new development in the IBC Vision Plan area would generate VOC, NO_x, CO, PM₁₀, and PM_{2.5} emissions that would exceed the SCAQMD regional significance thresholds. Emissions of NO_x that exceed the SCAQMD emissions thresholds would contribute to the O₃ and particulate matter (PM₁₀ and PM_{2.5}) nonattainment designations of the SoCAB. In addition, emissions of PM_{2.5} would significantly contribute to the particulate matter (PM₁₀ and PM_{2.5}) nonattainment designations.

Finding: Changes or alterations have been required in, or incorporated into, the Project which will lessen the significant environmental effects of the Project related to air quality. These changes or alterations, however, will not reduce this impact to below a level of significance. The City finds that there are no other feasible mitigation measures that would mitigate the impact to below a level of significance, and that specific economic, social, technological or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the alternatives identified in the FEIR, as discussed in Section VII of these Findings. (Public Resources Code § 21081(a)(3); Guidelines § 15091(a)(3)). As described in the Statement of Overriding Considerations, the City has determined that this impact is acceptable because of specific overriding considerations.

Facts in Support of Finding: Long-term emissions generated by new development in the IBC Vision Plan area would generate VOC, NO_x, CO, PM₁₀, and PM_{2.5} emissions that would exceed the SCAQMD regional significance thresholds. PPP 15-1 through 15-2 and PDF 15-1 through 15-15 in Section 5.15, Global Climate Change, would reduce purchased energy use and water use, and encourage use of alternative transportation to reduce area and mobile sources of air pollution associated with the project. However, no additional feasible mitigation measures are available to reduce air pollutant emissions generated by long-term activities to below the SCAQMD's regional significance thresholds. Therefore, impacts from air pollutant emissions from mobile and stationary sources would remain significant.

Mitigation Measures: No feasible mitigation measures.

Reference: RDEIR, § 5.2, Air Quality Modeling Data (Appendix G).

4. Environmental Impact: Project-related construction activities could expose sensitive receptors to substantial pollutant concentrations of NO_x, PM₁₀, and PM_{2.5}. Short-term construction emissions generated by the project could expose sensitive receptors to substantial pollutant concentrations and impacts would be considered significant and unavoidable.

Finding: Changes or alterations have been required in, or incorporated into, the Project which will lessen the significant environmental effects of the Project related to air quality. PDF 2-3, PDF 2-6 through PDF 2-8 would reduce air pollutant emissions from construction activities. These changes or alterations, however, will not reduce this impact to below a level of

significance. The City finds that there are no other feasible mitigation measures that would mitigate the impact to below a level of significance, and that specific economic, social, technological or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the alternatives identified in the FEIR, as discussed in Section VII of these Findings. (Public Resources Code § 21081(a)(3); Guidelines § 15091(a)(3)). As described in the Statement of Overriding Considerations, the City has determined that this impact is acceptable because of specific overriding considerations.

Facts in Support of Finding: Fugitive dust and construction equipment exhaust would generate substantial concentrations of NO_x, PM₁₀, and PM_{2.5} at sensitive land uses near the project site, thereby exposing nearby sensitive receptors to substantial particulate concentrations. PPP 2-3 and PDF 2-8 would reduce particulate matter concentration generated by fugitive dust during construction activities to the extent feasible. In addition, PDF 2-6 and PDF 2-7 would reduce NO_x from construction equipment exhaust. However, no additional feasible mitigation measures are available to reduce elevated levels of NO_x, PM₁₀, and PM_{2.5} at nearby sensitive receptors. Therefore, construction emissions generated by the project could expose sensitive receptors to substantial pollutant concentrations and impacts would be potentially significant.

Mitigation Measures: No feasible mitigation measures.

Reference: RDEIR, § 5.2, Air Quality Modeling Data (Appendix G).

5. Environmental Impact: Operation of the Irvine Business Complex would not expose off-site sensitive receptors to substantial concentrations of NO₂, CO, PM₁₀, or PM_{2.5}. Residential, commercial, and office land uses do not generate substantial quantities of stationary-source air pollutants that would result in a significant impact.

Finding: There will be no substantial adverse project impacts concentrations of air pollutants generated from the operational phase of the project. Cal. Pub. Res. Code § 21081; CEQA Guidelines § 15091.

Facts in Support of Finding: Residential, commercial, and office land uses do not generate substantial quantities of stationary-source air pollutants that would result in a significant impact. Based on CO hotspot modeling, at even the most congested intersections, project-related traffic is not anticipated to exceed any of the state one- or eight-hour CO AAQS at the study area intersections. Consequently, sensitive receptors in the area would not be significantly affected by CO emissions generated by operation of the Proposed Project. Localized air quality impacts related to mobile-source emissions would therefore be less than significant.

Commercial and business uses associated with the Proposed Project would result in daily and weekly truck deliveries. With compliance to existing regulations (California Air Resources Board [CARB] Rule 2485), idling emissions from heavy-duty trucks associated with the commercial and business use materials deliveries would be extremely limited and would not expose sensitive receptors to substantial pollutant concentrations. Truck idling impacts would be less than significant.

Mitigation Measures: No mitigation is required.

Reference: RDEIR, § 5.2, Air Quality Modeling Data (Appendix G).

6. Environmental Impact: Development of residential uses within the Irvine Business Complex could be located within CARB's recommended buffer distances from I-405 or existing distribution centers, chrome platers, dry cleaners, or gas stations. Placement of sensitive uses near major pollutant sources would result in significant air quality impacts from the exposure of persons to substantial concentrations of toxic air pollutant contaminants. Although mitigation will lessen the impact, placement of private outdoor recreational areas would expose people to elevated levels of toxic air contaminants that exceed the ambient concentrations in the project vicinity and the impact would be significant and unavoidable.

Finding: Changes or alterations have been required in, or incorporated into, the Project which will lessen the significant environmental effects of the Project related to air quality. PDFs 2-1 through 2-5 would require **new** residential land uses to ensure that health risk is minimized to below 10 in a million risk. These changes or alterations, however, will not reduce this impact to below a level of significance. The City finds that there are no other feasible mitigation measures that would mitigate the impact to below a level of significance, and that specific economic, social, technological or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the alternatives identified in the FEIR, as discussed in Section VII of these Findings. (Public Resources Code § 21081(a)(3); Guidelines § 15091(a)(3)). As described in the Statement of Overriding Considerations, the City has determined that this impact is acceptable because of specific overriding considerations.

Facts in Support of Finding: New residential developments could be located within the recommended buffer distances to the Interstate 405 (I-405) or existing distribution centers, chrome platers, dry cleaners, gas stations, or other industrial facilities that emit toxic air contaminants (TACs) currently operating within the IBC. Placement of sensitive uses near major pollutant sources would result in significant air quality impacts from the exposure of persons to substantial concentrations of toxic air pollutant contaminants.

Implementation of PDF 2-1 through PDF 2-4 would ensure that residents within the IBC would not be exposed to levels of toxic air contaminants that exceed the ambient concentrations

in the project vicinity, which are 830 to 1,233 in a million in the IBC area. PDF 2-1 and 2-2 require that health risk be reduced below SCAQMD's incremental risk threshold of 10 in one million cancer risk through on- or off-site mitigation, or residential development would be prohibited. With implementation of PDF 2-1 and 2-4 impacts to sensitive land uses from industrial sources of air pollution would be less than significant. PDF 2-3 would reduce the potential outdoor health risk for parks within close proximity to the freeway, development projects may include outdoor private recreational areas within the CARB-recommended distance of 500 feet. Therefore, placement of private outdoor recreational areas would expose people to elevated levels of toxic air contaminants that exceed the ambient concentrations in the project vicinity, which are 830 to 1,233 in a million in the IBC area and impacts would be potentially significant.

Mitigation Measures: No mitigation is required.

Reference: RDEIR, § 5.2, Air Quality Modeling Data (Appendix G).

7. Environmental Impact: The Irvine Business Complex would not create objectionable odors; however, new residential land uses could be proximate to existing odor generators. Industrial uses within the IBC Vision Plan area may generate odors that are objectionable to some. Consequently, impacts would be potentially significant. PDF 2-5 has been incorporated in the EIR to ensure that new residential land uses are not located in proximity to existing land uses within the IBC that generate substantial odors. Consequently, impacts would be less than significant.

Finding: No significant adverse impacts associated with odors are identified. PDF 2-5 requires that objectionable odors be minimized at residential areas. No mitigation is required. Cal. Pub. Res. Code § 21081; CEQA Guidelines § 15091.

Facts in Support of Finding: Odors generated by land uses within the IBC must comply with SCAQMD Rule 402, which prohibits the generation of odors that cause injury, detriment, nuisance, or annoyance to a considerable number of persons or which endanger the comfort, repose, health, or safety of people. Because proposed office, commercial, hotel, and residential land uses typically do not generate substantial odors, no significant impacts would occur. PDF 2-5 has been incorporated in the EIR to ensure that new residential land uses are not located in proximity to existing land uses within the IBC that generate substantial odors. Consequently, impacts would be less than significant.

Mitigation Measures: No mitigation is required.

Reference: RDEIR, § 5.2, Air Quality Modeling Data (Appendix G).

8. Environmental Impact: Cumulative Impacts. The Project will exceed SCAQMD Significance Thresholds for certain pollutants as described above. The SCAQMD considers a project cumulatively significant when project-related emissions exceed the SCAQMD regional emissions thresholds; therefore the cumulative air quality impacts from this project would be significant.

Finding: Changes or alterations have been required in, or incorporated into, the Project that substantially lessen the significant cumulative impact as identified in the Draft EIR. These changes or alterations, however, will not reduce this impact to an insignificant level. The Project is therefore expected to have a significant adverse cumulative impact on air quality. The City finds that there are no other feasible mitigation measures that will mitigate the impact to an insignificant level, and that specific economic, social, technological or other considerations make infeasible the alternatives identified in the Final EIR, as discussed in Section VII of these Findings. As described in the Statement of Overriding Considerations, the City has determined that this impact is acceptable because of specific overriding considerations. Cal. Pub. Res. Code § 21081(a)(1), (3); CEQA Guidelines § 15091(a)(1), (3).

Facts in Support of Finding: As described above and in Section 5.2 of the Draft EIR, emissions due to development and operation of the Project will exceed SCAQMD Significance Thresholds. Even with the implementation of the PPP's and PDF's, project-related construction emissions would still exceed the SCAQMD significance thresholds for VOC, NO_x, PM₁₀, and PM_{2.5}, and cumulative emissions would result in greater exceedances. Operation of the project would also result in emissions in excess of the SCAQMD regional emissions thresholds that contribute to the nonattainment designations of the SoCAB. Therefore, the project's contribution to cumulative air quality impacts would be significant.

Mitigation Measures: No additional measures are feasible.

Reference: RDEIR, § 5.2, Air Quality Modeling Data (Appendix G).

C. Biological Resources

1. Environmental Impact: The project would not have a direct substantial adverse effect on any species identified as a 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. As discussed in Section 5.3 of the RDEIR, the Project will not have a direct impact on any species identified as a 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.

Finding: Changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effects to below a level of significance. (Public Resources Code § 21081(a)(1), Guidelines § 15091(a)(1)).

Facts in Support of Finding: The Proposed Project would not be expected to directly impact the habitat of any sensitive species. However, construction and use of the trail could adversely impact a number of sensitive species that occur in the San Diego Creek and San Joaquin marsh areas. Many sensitive species occur in these areas, including federally listed species such as the least Bell's vireo as well as a number of California Species of Special Concern. Additionally, the construction of new buildings in the developed part of the IBC area that adjoins the San Joaquin Marsh could lead to injury or mortality of birds flying into or away from the marsh.

Implementation of PDF-1 requires further study of the biological issues and the design alternatives for the proposed trail and requires the design analysis of the proposed trail to examine the buffer needs and opportunities of the proposed trail and to consider an alternative that excludes a trail segment along the most sensitive part of San Diego Creek (the northwestern side of the creek between Campus Drive and MacArthur Boulevard). PDF 3-2 ensures that construction activities involving the use of heavy equipment are prohibited during the bird nesting season (March 15 to September 15) and if minor construction activities are carried out during the bird nesting season, then a qualified biologist must conduct a preconstruction survey in the off-site habitat to determine the location of any active bird nests in the area. Additionally, PDF 3-4 will ensure that development landscaping does not include exotic plant species that may be invasive to native habitats. Compliance with PDF-1 through PDF-4 would mitigate the impact to less than significant.

Mitigation Measures: No mitigation is required.

Reference: RDEIR § 5.3; Biological Resources Study (Appendix H).

2. Environmental Impact: The project would not 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. The IBC area does not contain any riparian or other sensitive natural habitats. However, these habitats occur in the adjoining areas along San Diego Creek and San Joaquin marsh. Construction in areas that adjoin these riparian habitats could have indirect impacts on riparian habitats as a result of increased erosion. However, compliance with PPP 3-1 would prevent the occurrence of any significant impacts.

Finding: No significant adverse impacts associated with impacts to sensitive species are identified. PPP 3-1 and PDF 3-1 through 3-4 would require existing protocol to minimize impacts are followed. No mitigation is required. Cal. Pub. Res. Code § 21081; CEQA Guidelines § 15091.

Facts in Support of Finding: The project has been conditioned upon compliance with PPP 3-1, stating that prior to approval of the design for the San Diego Creek Trail improvements/extension; the City shall examine alternative locations of the proposed trail and methods that could be used to minimize potential impacts (e.g., fencing and buffers). The design shall consider an alternative that excludes a trail segment along the most sensitive part of San Diego Creek (the northwestern side of the creek between Campus Drive and MacArthur Boulevard). Compliance with PPP 3-1 will ensure that impacts associated with removal of eucalyptus windrows will be less than significant.

Mitigation Measures: No mitigation is required.

Reference: RDEIR § 5.3; Biological Resources Study (Appendix H).

3. Environmental Impact: The project would not 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. As discussed in Section 5.3 of the RDEIR, the Proposed Project would not directly impact any wetlands, however, there is the potential for indirect impacts as a result of urban runoff from the developed areas to San Diego Creek. There is also a potential for adverse impacts of erosion and surface runoff during construction and operation of the proposed trail on the wetlands of San Diego Creek and San Joaquin marsh.

Finding: No significant adverse impacts associated with impacts to sensitive species are identified. PPP 3-1 and PDF 3-1 through 3-4 would require existing protocol to minimize impacts are followed. No mitigation is required. Cal. Pub. Res. Code § 21081; CEQA Guidelines § 15091.

Facts in Support of Finding: The IBC area does not contain any wetlands. However, the proposed trail would adjoin San Diego Creek and the San Joaquin Marsh. The open water and riparian habitats of the creek and marsh would be considered jurisdictional wetlands by the Corps and CDFG. In addition, the IBC area contributes urban runoff into the San Diego Creek channel. The Proposed Project would not directly impact any wetlands. However, there is the potential for indirect impacts as a result of urban runoff from the developed areas to San Diego Creek. There is also a potential for adverse impacts of erosion and surface runoff during construction and operation of the proposed trail on the wetlands of San Diego Creek and San Joaquin marsh. However, compliance with PPP 3-1 would prevent the occurrence of any significant impacts.

Mitigation Measures: No mitigation is required.

Reference: RDEIR § 5.3; Biological Resources Study (Appendix H).

4. Environmental Impact: The project would not 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. As discussed in Section 5.3 of the RDEIR, the majority of the IBC area is developed with urban land uses and does not function as a wildlife movement corridor. The Proposed Project would intensify urban land uses within already developed areas, which would have no effect on wildlife movement.

Finding: The Project would not interfere substantial with the movement of any native resident or migratory fish or wildlife species and therefore no significant adverse impacts will occur. No mitigation is required. (Public Resources Code § 21081(a)(1), Guidelines § 15091(a)(1)).

Facts in Support of Finding: The Creek serves as a local movement corridor for wildlife species, and it provides aquatic connectivity between the Santa Ana Mountains and Upper Newport Bay. However, it is not designated by the Orange County NCCP as a corridor or special linkage area. The proposed trail along the San Diego Creek would not include any night-lighting, and limited fencing may be used to prevent unauthorized access into sensitive habitats. A barbed wire fence now marks the boundary of the San Joaquin Marsh area along the existing maintenance road along San Diego Creek. The project would not construct substantial new fencing or convert existing habitat, and therefore would not adversely affect habitat connectivity.

Mitigation Measures: No mitigation is required.

Reference: RDEIR § 5.3; Biological Resources Study (Appendix H).

5. Environmental Impact: The Proposed Project would not Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance. As discussed in section 5.3 of the RDEIR, Proposed Project would not conflict with any local policies or ordinances protecting biological resources.

Finding: The Project will not conflict with any local policies or ordinances protecting biological resources, and therefore no significant adverse impacts will occur. PDF 3-2 would require a tree survey and permit for tree removal in accordance with the City's tree preservation ordinance. No mitigation is required. Cal. Pub. Res. Code § 21081; CEQA Guidelines § 15091.

Facts in Support of Finding: The Open Space and Natural Resource element identifies the importance of preserving the biological resources of the San Joaquin Marsh wetlands and the San Diego Creek riparian habitat, and integrating these into local and regional conservation and open space areas. The Proposed Project would not degrade these areas, and would not interfere with their linkage to other open space areas. There are trees in the general area of the proposed trail along San Diego Creek, but the project design is not sufficiently specific to determine whether or how many trees would be impacted. The City of Irvine's Urban Forestry Ordinance requires that a permit be obtained to remove any significant tree on public or private land. Trees on nonresidential properties are subject to replacement criteria at a one-to-one ratio on-site or off-site, as prescribed in the City's Urban Forestry Ordinance, based on the determination of the City Arborist (PPP 3-2).

Mitigation Measures: No mitigation is required.

Reference: RDEIR § 5.3; Biological Resources Study (Appendix H).

6. Environmental Impact: The Proposed Project would not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan. As discussed in Section 5.3 of the Draft EIR, the project is consistent with the NCCP/HCP for the area.

Finding: The Project would not conflict with the adopted NCCP/HCP, nor would it conflict with other approved local, regional, or state habitat conservation plans, and therefore no significant adverse impacts will occur. No mitigation is required. Cal. Pub. Res. Code § 21081; CEQA Guidelines § 15091.

Facts in Support of Finding: The Proposed Project is consistent with the NCCP/HCP based on several criteria. First, only the proposed trail is located near the reserve open space, but would not prevent or interfere with assembly of the Reserve System. Second, Section 5.3.3 of the NCCP Implementation Agreement identifies passive recreation, which includes bicycling (on designated trails), hiking, and nature interpretation as permitted uses within the Reserve System. The NCCP/HCP identifies the areas where public access is prohibited (Figure 26 of the

NCCP/HCP), which does not include any locations within the IBC area. The NCCP/HCP prohibits a number of active recreational uses such as motorized recreation vehicle activities and other facilities that would significantly harm sensitive natural habitat resources and identified species. However, motorized recreation vehicles would not be permitted on the proposed trail, and there would be no significant impact to sensitive habitats and species.

The proposed IBC project is consistent with the findings and recommendations of the SAMP for the San Diego Creek watershed. The SAMP identifies six different types of riparian restoration activities and prospective locations within the San Diego Creek watershed. None of these prospective restoration areas are within the IBC project area.

Mitigation Measures: No mitigation is required.

Reference: RDEIR § 5.3; Biological Resources Study (Appendix H).

7. Environmental Impact: Cumulative Impacts. There are no significant cumulative impacts because of the implementation of the regional NCCP/HCP and the Nature Reserve of Orange County.

Finding: Cumulative biological impacts are mitigated to an insignificant level through the NCCP/HCP and the Nature Reserve of Orange County. Therefore, cumulative impacts to biological resources are not considered significant. Cal. Pub. Res. Code § 21081; CEQA Guidelines § 15091.

Facts in Support of Finding: The geographic scope for biological resources includes the NCCP/HCP Planning Area in conjunction with growth projections for Orange County. The NCCP/HCP is intended and designed to address biological resources impacts on a larger, regional basis. The primary cumulative impact on biological resources is the fragmentation of ecosystems resulting from the incremental loss of native habitats. As development continues, the remaining ecosystems will become more isolated and fragmented. 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 provisions of the NCCP/HCP. The City of Irvine participates in this and the NCCP program, and requires development to be in accordance with the NCCP. As a result, cumulative biological impacts are mitigated to a level less than significant and would not be cumulatively considerable.

Mitigation Measures: No mitigation is required.

Reference: RDEIR § 5.3; Biological Resources Study (Appendix H).

D. Cultural Resources

1. Environmental Impact: Development of the project could impact prehistoric archaeological sites with burials. As discussed in Section 5.4, there are no known historical resources in the project area. There is the potential, however, for resources to be buried beneath the site.

Finding: Implementation of PPP 4-1 will include retaining a qualified archaeologist to address the monitoring of site grading. In the event that any historical or archaeological resources are discovered, appropriate measures will be taken to protect or recover those resources. Therefore, the City finds that no substantial adverse impact to archeological resources or historic resources will occur. Cal. Pub. Res. Code § 21081; CEQA Guidelines § 15091(a)(1).

Facts in Support of Finding: Based on the results of the study in Appendix I of the Draft EIR, there are no known historical or archaeological resources within the IBC area. The Project would not cause substantial adverse change to known historical resources outside the project site boundaries. Implementation of PPP 4-1 will include retaining a qualified archaeologist to address the monitoring of site grading for potential archaeological or historical resources. If 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 or recover those resources. Therefore, potential impacts to undiscovered historical or archaeological resources, if any, are expected to be less than significant.

Mitigation Measures: No mitigation is required.

Reference: RDEIR § 5.4; Paleontological/Archaeological Report (Appendix I).

2. Environmental Impact: The Proposed Project could destroy paleontological resources or a unique geologic feature. As discussed in Section 5.4, the project area is sensitive, at variable depths below six feet, for significant paleontological resources.

Finding: Implementation of PPP 4-1 will include the retention of a qualified paleontologist to address the monitoring of site grading and in the event that any paleontological resources are discovered, appropriate measures will be taken to protect or recover those resources. As such, the Project's potential impacts to paleontological resources, if any, are expected to be less than significant. Cal. Pub. Res. Code § 21081; CEQA Guidelines § 15091(a)(1).

Facts in Support of Finding: The project area is sensitive, at variable depths below six feet, for significant paleontological resources. Impacts above 30 feet may adversely affect Late Pleistocene fossils and those below 30 feet may adversely affect Middle to Early Pleistocene fossils. Excavation activities associated with development of the Project could encounter deposits and potentially impact sensitive paleontological resources. Implementation of PPP 4-1 will include the retention of a qualified paleontologist to address the monitoring of site grading.

If any paleontological resources are discovered, appropriate measures will be taken to protect or recover those resources. The Project's potential impacts to paleontological resources, if any, are therefore expected to be less than significant.

Mitigation Measures: No mitigation is required.

Reference: RDEIR § 5.4; Paleontological/Archaeological Report (Appendix I).

3. Environmental Impact: Grading activities could potentially disturb human remains. As discussed in Section 5.4, the parking lot north of Michelson and west of Harvard may cap intact prehistoric resources, including burials. It is possible, but not likely, that buried human remains are present in the project site boundaries.

Finding: No substantial adverse impacts to human remains are expected. Implementation of PPP 4-2 would provide 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. Cal. Pub. Res. Code § 21081; CEQA Guidelines § 15091(a)(1).

Facts in Support of Finding: Although the parking lot north of Michelson and west of Harvard may cap intact prehistoric resources, including burials. It is possible, but not likely, that buried human remains are present in the project site boundaries. Implementation of PPP 4-2 would provide 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 who have the authority to determine treatment or disposing of the human remains as provided in Public Resources Code Section 5097.98. Therefore, the Proposed Project's potential to impact human remains, if any, would be reduced to a level less than significant.

Mitigation Measures: No mitigation is required.

Reference: RDEIR § 5.4; Paleontological/Archaeological Report (Appendix I).

4. Environmental Impact: Cumulative Impacts. As discussed in Section 5.4, potential impacts related to historical, archaeological, and paleontological resources would be reduced to a level that is less than significant through the implementation of existing requirements.

Finding: The Project will have no substantial cumulative adverse impacts to cultural resources. No mitigation is required. Cal. Pub. Res. Code § 21081; CEQA Guidelines § 15091.

Facts in Support of Finding: Future construction projects in the area that increase local population will lead to accelerated degradation of the cultural and paleontological resources. However, each development proposal received by the City undergoes additional discretionary review and is subject to the same resource protection requirements as this Proposed Project. If there is a potential for significant impacts on cultural or paleontological resources, an investigation will be required to determine the nature and extent of the resources and identify appropriate mitigation measures, including existing requirements such as PPP 4-1 and PPP 4-2.

Neither the Proposed Project nor other cumulative development in accordance with the General Plan are expected to result in significant impacts to cultural or paleontological resources provided site-specific surveys and test and evaluation excavations are conducted to determine whether the resources are unique archaeological resources or historical resources, and appropriate mitigation is implemented, including, but not limited to, compliance with existing requirements. Therefore, no significant cumulative impacts to cultural resources are expected to occur from the project.

Mitigation Measures: No mitigation is required.

Reference: RDEIR § 5.4; Paleontological/Archaeological Report (Appendix I).

E. Geology/Soils

1. Environmental Impact: Future residents and employees could be subjected to strong earthquakes. The Project is located in the highly seismic southern California region, due to the proximity of known active faults. Therefore, the Project is subject to potentially significant earthquake-related impacts. **Finding:** No significant impacts related to earthquakes were identified. PPP 5-1 through 5-6 would reduce impacts related to seismic ground-shaking and related hazards. Implementation of PPP 5-6 requires that structures be designed in accordance with the seismic parameters included in the Uniform Building Code/California Building Code which is expected to minimize the effects of ground shaking to the greatest degree feasible and lessen the significant environmental effects to below a level of significance. (Public Resources Code § 21081(a)(1), Guidelines § 15091(a)(1)).

Facts in Support of Finding: The project area is in Seismic Zone 4 of the Uniform Building Code, which means that the hazard posed by earthquakes is considered high, due to the proximity of known active faults. In southern California, there is no way to avoid earthquake hazards. Appropriate measures to mitigate and minimize the effects of earthquakes are included in the 2007 CBC, with specific provisions for seismic design. The CBC has been accepted as the basic design standard in the City of Irvine and Orange County. The design of structures in accordance with the CBC is expected to minimize the effects of ground shaking to the greatest degree feasible and to less than significant levels except for a catastrophic seismic event. Impacts are less than significant with incorporation of the PPPs and PDFs.

Mitigation Measures: No mitigation is required.

Reference: RDEIR § 5.5.

2. Environmental Impact: Future development could potentially be subjected to seismic-related ground failure, including landslides, lateral spreading, subsidence, liquefaction or collapse resulting in risks to life and property. As discussed in Section 5.5, secondary effects of earthquakes can lead to ground deformation include liquefaction, lateral spreading, seismically induced landslides, and ground lurching and may cause potential impacts within the project area.

Finding: Implementation of PPP 5-1 through PPP 5-5, would ensure that 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, the most recent version of the California Building Code, and consistent with the recommendations included in the most current geotechnical reports for the project area prepared by the engineer of record. This would reduce any potential impacts from secondary effects of earthquakes within the project site to below a level of significance. No mitigation measures are required. (Public Resources Code § 21081(a)(1), Guidelines § 15091(a)(1)).

Facts in Support of Finding: The majority of the project area (mostly northeast of Interstate 405 but also near San Diego Creek) is in a Zone of Required Investigation for Liquefaction, as shown on the State of California Seismic Hazard Zones, Tustin Quadrangle map, reissued in January 2001. However, compliance with PPP 5-3 would lessen the impacts to less than significant.

The landslide hazard depends on many factors, including existing slope stability, shaking potential, and presence of existing landslides. The terrain of the project site is relatively flat. Therefore, landslides are not expected to impact the project site.

The potential hazard posed by seismic settlement and/or collapse within the project area is considered to be low in the area underlain by Newport Mesa, but may be moderate for the remainder of the project area, based on the compressibility of the underlying soils and the presence of shallow groundwater. Site-specific mass grading and compaction that would occur as part of future development within the project area would serve to mitigate any potential impacts to seismically induced settlement and/or collapse within the project site.

Seismically induced ground lurching occurs when soil or rock masses move at right angles to a cliff or steep slope in response to seismic waves. Structures built on these masses can experience significant lateral and vertical deformations if ground lurching occurs. The project area is on relatively flat terrain, and the potential for ground lurching is considered low. Therefore, no significant adverse impact related to ground lurching is anticipated.

Excavations extending deeper than about two feet are expected to encounter wet soil conditions and groundwater may be encountered at depths greater than 10 feet during construction. For projects involving subterranean parking garages, it is likely that a dewatering system will have to be designed and constructed. In addition, there is a possibility that some minor settlement and lateral movement of soil in off-site areas adjacent to the site may result from dewatering. Compliance with existing regulations, including the Uniform Building Code and City of Irvine Grading and Excavation Regulation and Grading Manual, would reduce this impact to less than significant.

The water quality impacts of dewatering activities are addressed in detail in Section 5.7, *Hydrology and Water Quality*, of this RDEIR. It should be noted that before water collected by a dewatering system could be discharged into municipal storm drains, the project would be required to obtain a permit pursuant to Order Number 98-67, adopted on July 10, 1998 by the Santa Ana Regional Water Quality Control Board.

Mitigation Measures: No mitigation is required.

Reference: RDEIR § 5.5.

3. Environmental Impact: The project would not result in substantial soil erosion or the loss of topsoil. Soils in the project area have already been disturbed by development in the IBC. Therefore, soil erosion or the loss of topsoil is not a potential impact.

Finding: No significant impacts related to soil erosion or loss of top soil were identified. No mitigation measures are required. (Public Resources Code § 21081(a)(1), Guidelines § 15091(a)(1)).

Facts in Support of Finding: Soils in the project area have already been disturbed by development in the IBC. Therefore, the loss of topsoil is not a potential impact. Soils in the project area are particularly prone to erosion during the grading phase of development, especially during heavy rains. Reduction of the erosion potential can be accomplished through a Storm Water Pollution Prevention Plan, which specifies best management practices for temporary erosion controls. Such measures typically include temporary catchment basins and/or sandbagging to control runoff and contain sediment transport within the project site. A comprehensive discussion of erosion can be found in Section 5.7, *Hydrology and Water Quality*.

Mitigation Measures: No mitigation is required.

Reference: RDEIR § 5.5.

4. Environmental Impact: The project could have corrosive or expansive soil. As discussed in Section 5.5, the project area is known to have a very high potential for expansive

soils. The presence of expansive soils in areas proposed for construction would be considered a potentially significant impact.

Finding: Compliance with PPP 5-1 through PPP 5-5 would substantially lessen the significant environmental effects to below a level of significance. (Public Resources Code § 21081(a)(1), Guidelines § 15091(a)(1)).

Facts in Support of Finding: 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, the most recent version of the California Building Code, and consistent with the recommendations included in the most current geotechnical reports for the project area prepared by the engineer of record (PPP 5-2). Compliance with the City's Grading Ordinance, which requires site-specific geotechnical investigations for new construction, would reduce potential impacts associated with expansive soils to a less than significant level.

Mitigation Measures: No mitigation is required.

Reference: RDEIR § 5.5.

5. Environmental Impact: Cumulative Impacts. As discussed in Section 5.5, no cumulative impacts are expected.**Finding:** Adherence to site-specific geotechnical recommendations and applicable building codes and grading ordinances will reduce potential cumulative geotechnical impacts to a level less than significant. (Public Resources Code § 21081(a)(1), Guidelines § 15091(a)(1)).

Facts in Support of Finding: The level of seismic activity expected in the project area is similar to the county and other regions of southern California. Most of the soils on the site are well suited for urban development, including construction. On-site impacts related to soils, such as erosion, loss of topsoil, expansive soils, and corrosion, are proposed to be controlled through various Plans, Programs, and Policies identified in PPPs 5-1 through 5-6.

All development at the project site and new development in the region in general will be required to be constructed to withstand probable seismic forces, including seismic-related ground failure like liquefaction. As cumulative projects are constructed, more people and structures will be exposed to seismic hazards. Other geotechnical constraints, such as expansive soils and landslides, may present hazards to cumulative development. Adherence to site-specific geotechnical recommendations and applicable building codes and grading ordinances will reduce potential cumulative geotechnical impacts to a level less than significant.

Mitigation Measures: No mitigation is required.

Reference: RDEIR § 5.5.

F. Hazards & Hazardous Materials

1. Environmental Impact: Project construction and/or operations would involve the transport, use, and/or disposal of hazardous materials. As discussed in Section 5.6, according to the Environmental Data Resources report, the routine transport, use, or disposal of hazardous materials for the project associated with redevelopment, demolition activities and future development of facilities may result in a potential significant impact.

Finding: No significant adverse impacts associated transport, use, and/or disposal of hazardous materials are identified. Compliance with existing regulations with respect to hazardous materials abatement, transportation, and management into substantially lessen the significant environmental effects as a result of the Proposed Project to below a level of significance (PPP 6-1 through PPP 6-8). No mitigation is required. Cal. Pub. Res. Code § 21081; CEQA Guidelines § 15091.

Facts in Support of Finding: Hazardous materials, including but not limited to asbestos containing materials (ACMs), lead-based paint, or petroleum-impacted soil, may be encountered during redevelopment and demolition activities at a project site within the IBC. Other construction activities should involve only minor amounts of hazardous materials or waste, such as oil, grease, and fuels associated with construction equipment. Existing regulations with respect to hazardous materials abatement, transportation, and disposal, including those referenced in PPPs 6-1, 6-2, and 6-4 through 6-8, will be followed during site development and are designed to be protective of human health. According to PDF 6-3, to mitigate any hazardous waste impacts related to the demolition of existing facilities (e.g., transformers or clarifiers), the Director of Community Development, in conjunction with the Orange County Fire Authority, shall include specific project conditions of approval as part of the discretionary review process. Project operations could involve the use of household hazardous materials (e.g., solvents, cleaning agents, paints, pesticides) typical of residential facilities that, when used correctly, would not result in a significant hazard to residents in the Proposed Project area. With adherence to the PPPs and PDFs described previously, no significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous waste/materials is anticipated as a result subsequent development pursuant to the Proposed Project.

Pursuant to the proposed zoning related to residential disclosures, all discretionary applications for residential or residential mixed use shall include a condition of approval for disclosure to residents clearly outlining the issues associated with living in a mixed-use environment (PDF 6-2). Specifically, prior to the issuance of building permits, the applicant shall submit, and the Director of Community Development shall have approved, a completed occupancy disclosure form for the project. The approved disclosure form, along with its attachments, shall be included as part of the rental/lease agreements, part of the sales literature, and part of the CC&Rs for the project. Each resident shall receive a copy of the Safety and Evacuation Plan. The program encourages businesses to provide notification of emergencies and

encourages emergency preparedness as a voluntary supplement to the notification that would be provided by local emergency response services. Taken together, these educational, disclosure, and registration/notification measures will reduce potential impacts of emergency notification and preparation to a less than significant level.

As described in PDF 6-4, the proposed zoning code will require that applicants of new residential and/or residential mixed-use development shall submit data, as determined by the Director of Community Development, for the City to evaluate compatibility with surrounding uses, including hazardous materials handling/storage.

Based on the FIND database query, there are approximately 511 regulated facilities within or in the immediate vicinity of the IBC; of these, 14 are identified as Title V facilities (see Figure 5.6-2 of the RDEIR). There are no public or private K-12 schools in the IBC; therefore, hazardous air emissions are not anticipated to impact schools as a result of project implementation. However, the project would create a mixed residential and industrial environment that may result in compatibility issues when siting residential developments within areas that could be impacted by existing facility emissions. Further evaluation of the toxic and carcinogenic air emissions would be necessary to determine the risk to project occupants. PDF 6-4 would require applicants for new residential and/or residential mixed-use development to submit data to the Director of Community Development to evaluate compatibility with surrounding uses with respect to issues such as air emissions. PDF 6-5 states that for all residential projects located within 1,000 feet of an industrial facility which emits TACs, the Project Applicant shall submit an HRA, prepared in accordance with recognized policies and procedures, to the Community Development Director prior to approval of any tentative tract map.

Although the introduction of residential land use may create a significant impact on future residents from emissions of toxic air pollutants from existing facilities within the IBC, these potential impacts are reduced to a less than significant level through compliance with PPPs 6-1 through 6-7 and PDFs 6-1 and 6-2.

Mitigation Measures: No mitigation is necessary.

Reference: RDEIR § 5.6; Appendix J (Environmental Data Resources Report).

2. Environmental Impact: Various hazardous material sites are located within the Proposed Project area. As discussed in Section 5.6 of the Draft EIR, implementation of the Project may create a significant impact on future residents from hazardous pollutants caused by historic site uses.

Finding: No significant adverse impacts associated hazardous material sites in the IBC Vision Plan area are identified. Compliance with existing regulations with respect to hazardous

materials abatement, transportation, and management into substantially lessen the significant environmental effects as a result of the Proposed Project to below a level of significance (PDF 6-2 through PDF 6-5). No mitigation is required. Cal. Pub. Res. Code § 21081; CEQA Guidelines § 15091.

Facts in Support of Finding: Based on a review of the Environmental Data Resources database report, the project encompasses an area that includes numerous businesses that have had releases of hazardous substances to the environment and/or are undergoing environmental investigation or remediation. The identified sites include but are not limited to 173 leaking underground storage tank cases, 12 DTSC investigation/remediation cases, and 39 local agency site cleanups.

Future developments within the IBC may be impacted by hazardous substance contamination from historical operations on the project site that may pose a significant health risks. Federal, state, and local regulations referenced in PPPs 6-1, 6-2, and 6-4 through 6-8, establish measures for removing or remediating hazardous materials and wastes that might be encountered during construction. The proposed zoning code requires that applications for new residential and/or residential mixed-use development shall submit data, as determined by the Director of Community Development, for the City to evaluate compatibility with surrounding uses with respect to issues including, but not limited to: noise, odors, truck traffic and deliveries, hazardous materials handling/storage, air emissions, and soil/groundwater contamination. These submittals will include Phase I site assessments, groundwater studies, and other necessary documentation to help determine each project's potential for potentially significant impact from historical releases of hazardous substances to soil and groundwater in the IBC (PDF 6-4).

Individual development sites may have existing facilities, such as transformers or clarifiers, to be demolished as part of a proposed development. To mitigate any hazardous materials-related impacts during the removal of such facilities, the Director of Community Development, in conjunction with OCFA, shall include specific project conditions of approval as part of the discretionary review process for the proposed development (PDF 6-3). Compliance with PPPs 6-1, 6-2, and 6-4 through 6-8, and PDFs 6-2 through 6-4 would reduce these potential impacts a less than significant level.

Mitigation Measures: No mitigation is necessary.

Reference: RDEIR § 5.6; Appendix J (Environmental Data Resources Report).

3. Environmental Impact: The project site is located in the vicinity of John Wayne airport and within the jurisdiction of an Airport Land Use Plan. As discussed in Section 5.6 of the Draft EIR a potentially significant, but mitigable, hazard impact may occur with Project implementation.

Finding: No significant adverse impacts associated aircraft hazards at the John Wayne Airport (JWA) are identified. PDF 6-4 requires applicants for new residential development to assess compatibility of the site with airport-related hazards. In addition, PDF 6-1 and 6-2 require disclosures related to proximity to the JWA. No mitigation is required. Cal. Pub. Res. Code § 21081; CEQA Guidelines § 15091.

Facts in Support of Finding: As discussed in *California Airport Land Use Planning Handbook*, general aviation aircraft collisions with buildings—and residences in particular—happen infrequently. Given the project’s compliance with the state seismic standards, it is unlikely that the small size of general aviation aircraft would penetrate the structure of any such buildings on-site. As discussed in Section 5.11, *Public Services*, adequate fire protection services are available should an accident occur. In addition, PDF 6-4 was amended in the FEIR to require a compatibility assessment of airport-related hazards. The proposed zoning for the project related to building height limitations, recordation of aviation easements, obstruction lighting and marking, and airport proximity disclosures and signage shall be provided as required by the Orange County Airport Environs Land Use Plan for JWA. Given the requirement for specific review by the Airport Land Use Commission (ALUC) together with the Federal Aviation Administration (FAA) determination and recorded aviation easement, and the proposed zoning for the project related to building height limitations (PDF 6-1), development of the IBC is not expected to result in an inconsistency with the building height limitations set forth under the current civilian airport standards in the Airport Environs Land Use Plan (AELUP).

Pursuant to the proposed zoning related to residential disclosures, all discretionary applications for residential or residential mixed use shall include a condition of approval for disclosure to residents clearly outlining the issues associated with living in a mixed-use environment. The language for this disclosure shall be as specified by the Community Development Director. The disclosure form will contain a Hazardous Substance and Emergency Safety Plan, including a shelter-in-place plan. The approved disclosure form, along with its attachments, shall be included as part of the rental/lease agreements, part of the sales literature, and part of the CC&Rs for the project (PDF 6-2).

Mitigation Measures: No mitigation is necessary.

Reference: RDEIR § 5.6; Appendix J (Environmental Data Resources Report).

4. Environmental Impact: Project development would not affect the implementation of an emergency response or evacuation plan. As discussed in Section 5.6, the Proposed Project is not expected to interfere with the City’s emergency plan and would result in no impact.

Finding: The project will have no substantial adverse impact on any emergency response or evacuation plan. No mitigation is required. (Public Resources Code § 21081(a)(1), Guidelines § 15091(a)(1)).

Facts in Support of Finding: The City has prepared an Emergency Plan to provide guidance for the City's response to emergency situations such as natural disasters, technological incidents, and national security emergencies. All new development must follow the City's emergency response and evacuation guidelines and be compatible with emergency evacuation routes.

The Proposed Project is not expected to interfere with an adopted emergency response or evacuation plan. Individual project review by both the City's Public Safety Department and OCFA is required (PPP 6-3). The project will incorporate all applicable design and safety requirements as set forth in the Uniform Security Code, Uniform Building Code, Fire Code, and OCFA standards and requirements. Additionally, Knox key switches for emergency vehicles, as required by the Uniform Security Code, will be installed on all gated parking structure entries. Furthermore, all construction activities will be performed per City and OCFA standards and codes, thereby avoiding any interference with emergency response or evacuation plans.

Mitigation Measures: No mitigation is necessary.

Reference: RDEIR § 5.6; Appendix J (Environmental Data Resources Report).

5. Environmental Impact: Cumulative Impacts. No substantial adverse cumulative impacts will result from the Project.

Finding: No substantial adverse cumulative impacts are anticipated from the Project. No mitigation is required. Cal. Pub. Res. Code § 21081; CEQA Guidelines § 15091.

Facts in Support of Finding: Assessment of potential cumulative impacts with regard to hazards and hazardous materials relates to the ability for impacts to occur off-site. The hazardous materials study area considered for cumulative impacts consisted of (1) the area that could be affected by Proposed Project activities, and (2) the areas affected by other projects where activities could directly or indirectly affect the presence or fate of hazardous materials on the Proposed Project site. The contribution of hazardous materials use and hazardous waste disposal with implementation of the project is minimal, and combined hazardous materials effects from past, present, and reasonably foreseeable projects within the City of Irvine will not be significant.

The Proposed Project would not result in an airport-related safety hazard and would not combine with other projects to result in a cumulatively considerable impact with respect to potential airport hazards. As described in PDF 6-1, the proposed zoning for the project related to building height limitations requires recordation of aviation easements, obstruction lighting and

marking, and airport proximity disclosures and signage to be provided, as required by the Orange County ALUP for JWA.

The project is consistent with AELUP and Caltrans standards for health and safety. The proposed buildings are also required to comply with state seismic standards, which are the most restrictive in the country. Furthermore, for the Proposed Project and all other projects in the area to be approved, each project is required to be consistent with the PPPs related to hazards and hazardous materials. Consistency with these plans prevents this and other projects from creating cumulative impacts in terms of hazards and hazardous materials.

Mitigation Measures: No mitigation is necessary.

Reference: RDEIR § 5.6; Appendix J (Environmental Data Resources Report).

G. Hydrology/Water Quality

1. Environmental Impact: Development pursuant to the Proposed Project would not increase the amount of impervious surfaces on the site and would therefore not impact opportunities for groundwater recharge. As discussed in Section 5.7, it is reasonable to assume that the proposed General Plan amendment would not increase the amount of impervious surfaces in IBC, but more likely reduce them, as industrial sites generally have a greater percentage of impervious surfaces in comparison to residential sites. **Finding:** The Project would not increase the amount of impervious surface in a manner which would impact opportunities for groundwater recharge, therefore no significant adverse impacts will occur. PPP 7-1 through PPP 7-4 detail best management practices to reduce water quality and hydrology impacts. No mitigation is required. Cal. Pub. Res. Code § 21081; CEQA Guidelines §15091.

Facts in Support of Finding: The proposed IBC Vision Plan and Overlay Zoning Code plans to incorporate a greater density of Residential – High-Rise Density and Residential – High Density land uses in areas currently zoned for Industrial. It is reasonable to assume that the proposed General Plan amendment will not increase the amount of impervious surfaces in IBC, but more likely reduce them, as industrial sites generally have a greater percentage of impervious surfaces in comparison to residential sites.

As discussed in Section 5.7.1.2 of the RDEIR, groundwater is relatively shallow within portions of the project area, and due to the Types C and D soils, portions of the site may not be conducive to infiltration of runoff. Prior to the issuance of precise grading permits, the applicant shall submit a groundwater survey of the entire site (PPP 7-2). Therefore, redevelopment of the IBC is not anticipated to reduce groundwater recharge opportunities as compared to existing conditions.

Mitigation Measures: No mitigation is needed.

Reference: RDEIR § 5.7; Appendix K (Hydrology and Water Quality Technical Report).

2. Environmental Impact: Development pursuant to the Proposed Project would slightly alter the existing drainage pattern of the site, but would not result in erosion or siltation on- or off-site. As discussed in Section 5.7, the proposed redevelopments would result in minor changes to the existing drainage patterns and peak flows with the minor alterations in impervious surfaces, but in general, the drainage areas, discharge points, and peak flow discharges would be consistent with existing conditions. **Finding:** The Proposed Project would not result in erosion or siltation on or off-site; therefore no significant adverse impacts will occur. No mitigation is required. Cal. Pub. Res. Code § 21081; CEQA Guidelines §15091.

Facts in Support of Finding: Currently, the IBC area is predominantly built out. The majority of the individual projects are the replacement of one structure for another, while recognizing the existing utilities, edge conditions, and drainage facilities. In addition, all runoff from the project site drains into existing MS4 systems and improved channels maintained by the City of Irvine and OCFCD. Lastly, any drainage improvements performed under the individual redevelopment projects will be subject to the design criteria and capacities required by the City of Irvine and OCFCD to control discharges to the existing runoff conditions to reduce any additional impacts. PPP 7-1 would ensure that applicants for new development are subject to the design guidelines and capacities required by the City of Irvine and OCFCD to control discharges to the existing runoff conditions to reduce any additional impacts. Based on the proposed hydrology analysis and flood controls within the project site, erosion and siltation on or off-site are considered less than significant.

Mitigation Measures: No mitigation is needed.

Reference: RDEIR § 5.7; Appendix K (Hydrology and Water Quality Technical Report).

3. Environmental Impact: Development pursuant to the Proposed Project would not increase the amount of impervious surfaces on the site and would therefore not increase surface water flows into drainage systems within the watershed. As discussed in Section 5.7, the proposed General Plan amendment would not appreciably increase the amount of impervious surfaces in IBC, as industrial and commercial sites generally have a greater percentage of impervious surfaces in comparison to residential sites.

Finding: The Project would not increase the amount of impervious surface in a manner which would increase surface water flows on site; therefore no significant adverse impacts will occur. No mitigation is required. Cal. Pub. Res. Code § 21081; CEQA Guidelines §15091.

Facts in Support of Finding: It is reasonable to assume that the Proposed Project will not increase the amount of impervious surfaces in the IBC, as industrial and commercial sites generally have a greater percentage of impervious surfaces in comparison to requirements of the proposed IBC zoning. According to the 1986 Orange County Hydrology Manual, the recommended average values for impervious cover for industrial and commercial land use is 90 percent, and in the IBC, many of the existing commercial and industrial sites appear to have very minimal landscaping and an impervious ratio that actually exceeds 90 percent. The redeveloped IBC zones will have a minimum landscape requirement of 15 percent for residential areas, in addition to landscaping requirements in any new parking lots and park areas. Overall, the Project is not anticipated to increase the amount of imperviousness as compared to existing conditions.

In addition, all individual projects must demonstrate their post-development peak flow runoff rates do not exceed existing condition peak runoff rates pursuant to PPP 7-1. Therefore, the potential impact by the proposed change in impervious surfaces to the IBC is considered less than significant.

Mitigation Measures: No mitigation is needed.

Reference: RDEIR § 5.7; Appendix K (Hydrology and Water Quality Technical Report).

4. Environmental Impact: Portions of the project site proposed for development are located within a 100-year flood hazard area. As discussed in Section 5.7 of the Draft EIR, according to the Flood Insurance Rate Maps (FIRMs) produced for the IBC area, the 100-year floodplain is conveyed within the existing drainage channels and the remainder of the areas are within Zone X, which is defined as areas determined to be outside the 500-year floodplain.

Finding: The Project will have no substantial adverse impact related to flood zones. No mitigation is required. Cal. Pub. Res. Code § 21081; CEQA Guidelines § 15091.

Facts in Support of Finding: According to the IBC Master Drainage Study, several portions of the channels were found to be insufficient for containing the 100-year storm flows based on the updated Orange County Hydrology Manual methodologies. The proposed habitable spaces within a SFHA will need to be placed or flood-proofed based on a site-specific analysis for each project. Final elevations will be verified by the City of Irvine. In addition, for areas that are subject to generalized ponding and flooding as indicated in the IBC Master Drainage Study, individual projects must demonstrate that they will not increase the ponding on adjacent properties. This shall be demonstrated by comparing the existing and proposed ponded water volumes stored outside of the building footprints under the water surface (assumed level) in the major facility that the individual project drains to.

As required by PPP 7-1, by designing each project to be elevated or flood-proofed one foot above the anticipated 100-year flood elevation, while maintaining or exceeding the volume of stormwater stored on-site during the 100-year storm event, impacts related to flood zones are considered less than significant.

Mitigation Measures: No mitigation is needed.

Reference: RDEIR § 5.7; Appendix K (Hydrology and Water Quality Technical Report).

5. Environmental Impact: Development pursuant to the Proposed Project would not violate any water quality standards or waste discharge requirements. As discussed in Section 5.7 of the Draft EIR, based on the incorporation of site design/ Low Impact Development (LID) features and BMPs as required under the City LIP and OC DAMP, no significant impact related to water quality and waste discharge is expected to result from the project.

Finding: No substantial adverse impacts to water quality are anticipated. No mitigation is required. Cal. Pub. Res. Code § 21081; CEQA Guidelines § 15091.

Facts in Support of Finding: The IBC Project will not significantly alter hydrologic conditions, and is not anticipated to increase sheet erosion potential. Where individual projects result in an overall decrease in impervious surfaces as compared to existing conditions, the exposed areas would be vegetated and stabilized to reduce erosion potential. Furthermore, Total Suspended Solids (TSS) from impervious areas of the individual projects, such as the paved parking lots and rooftops, would be collected by the local storm drain system and treated by site design/LID, source control and treatment control Best Management Practices (BMPs) for the project per the Orange County Drainage Area Management Plan (OC DAMP) and City Local Implementation Program (LIP) requirements. The majority of LID features and treatment control BMPs available for use, such as storm drain inserts, vegetated swales, and bioretention areas, are considered effective for targeting TSS and other pollutants typically associated with these types of impervious surfaces (see Table 5.7-6 in RDEIR). As a result, it is expected that TSS in runoff would not increase, that water quality standards would not be exceeded, and that beneficial uses would not be adversely affected. Moreover, the applications of these BMPs are designed to reduce TSS in runoff and result in less than significant impacts from TSS in the San Diego Creek and Newport Bay.

The individual projects would implement measures, such as source control measures and treatment BMPs, to minimize the adverse impacts of trash and debris. Source control measures such as periodic sweeping, litter patrol, and storm drain stenciling would be effective in reducing the amount of trash and debris leaving the site. Site design/LID features and treatment control

BMPs also possess moderate to high removal effectiveness for trash and debris. Based on these proposed features, impacts from trash and debris for the IBC are less than significant.

The individual projects as part of the IBC can implement several source control measures to reduce the amount of oil and grease in stormwater from the project sites. Maintenance activities, vehicle and equipment fueling, and waste handling that have the potential to introduce oil- and grease-related compounds will be strictly prohibited in outdoor areas where they could potentially come into contact with rain. In addition, pervious pavements and other LID and treatment control measures are effective at removing oil and grease from stormwater runoff.

Using only native, drought-tolerant species for landscaping purposes minimizes the use of pesticides and uses less irrigation that could potentially run off. Low demand irrigation systems should also be used on-site to ensure minimal runoff from irrigation that has the potential to transport pesticides in runoff. In addition, source control measures—such as provisions against applying pesticides prior to expected rain events and the use of properly certified pesticide workers—are recommended. As a result of these and similar source control measures, it is anticipated that water quality standards for pesticides will not be exceeded, and potential pesticide impacts are less than significant.

The proposed Irvine Business Center Project would not result in increases in metals since the amount of streets and parking would remain similar to existing conditions. In addition, the incorporation of the site design/LID features and treatment control BMPs throughout the individual projects site would provide a means for the settling of metals attached to particulates as well as vegetative uptake of metals. Additional source control measures, such as street and parking lot sweeping, would also reduce the potential for metals to reach the storm drain system. As a result, it is anticipated that water quality standards would not be exceeded, and potential impacts from metals are less than significant.

Based on previous geotechnical investigations performed in the region of the IBC, groundwater may occur at depths ranging from 5 to 10 feet below ground surface (bgs) for portions of the project sites. Since infiltration BMPs, such as pervious pavement and infiltration trenches, require a depth of 10 feet or greater to groundwater to minimize impacts from storm water pollutants, infiltration BMPs are not proposed to serve as primary treatment BMPs for storm water runoff in areas with high groundwater. Any pervious pavement used at these sites will require impermeable linings and underdrain systems to eliminate contact with groundwater and reduce the potential for ponding water on the surface. For sites with greater than 10 feet depth to groundwater, infiltration BMPs may be utilized on-site for water quality treatment. Based on these findings, no pollutants from the IBC are expected to reach groundwater, and groundwater quality impacts are expected to be less than significant.

Dewatering may be required during the construction phase of projects involving subterranean parking to lower the water table at the site of the foundation to make construction

of the foundation possible. Any dewatering would be temporary and would only occur during the construction phase of the project. Before water collected by a dewatering system could be discharged into municipal storm drains, individual projects would be required to obtain a permit pursuant to Order Number 98-67 that the Santa Ana Regional Water Quality Control Board (RWQCB) adopted on July 10, 1998. The requirement to obtain a permit from the RWQCB to allow discharge of water from dewatering operations into storm drains would be incorporated into the Storm Water Pollution Prevention Plan (SWPPP) for the project.

Mitigation Measures: No mitigation is needed.

Reference: RDEIR § 5.7; Appendix K (Hydrology and Water Quality Technical Report).

6. Environmental Impact: During the construction phase of the Proposed Project, there is the potential for short-term unquantifiable increases in pollutant concentrations from the site. After project development, the quality of storm runoff (sediment, nutrients, metals, pesticides, pathogens, and hydrocarbons) may be altered. As discussed in Section 5.7, clearing, grading, excavation, and construction activities associated with the Proposed Projects with the IBC could impact water quality due to sheet erosion of exposed soils and subsequent deposition of particles and pollutants in drainage ways or introduction of construction-related pollutants.

Finding: Changes or alterations have been required in, or incorporated into, the Project that substantially lessen the significant environmental effect identified in the Draft EIR to below a level of significance. Cal. Pub. Res. Code § 21081; CEQA Guidelines § 15091.

Facts in Support of Finding: Under the Statewide General Construction Permit (GCP) (Order 2009-0009-DWQ or subsequent update), the individual project proponents will submit a Notice of Intent (NOI) and associated Permit Registration Documents (PRDs) to the SWRCB prior to commencement of construction activities that disturb 1 acre or greater of soil. In addition, a SWPPP will be prepared and implemented at the project sites, and revised as necessary as administrative or physical conditions change. The SWPPP shall describe construction BMPs meeting the Best Available Technology Economically achievable (BAT) and Best Conventional Pollutant Control Technology (BCT) standards required by the GCP and address pollutant source reduction, and will ensure that water quality standards are not exceeded in downstream receiving waters due to construction activities. These include, but are not limited to erosion controls, sediment controls, tracking controls, non-storm water management, materials & waste management, and good housekeeping practices. The SWPPPs shall be developed in accordance with the construction plans, and shall provide construction BMPs that are to be maintained for the duration of the construction as well as measures that are specific to each phase of construction

Prior to the commencement of any discharges of extracted groundwater waste, the proponents of the individual projects will apply for coverage under Santa Ana RWQCB Order No. R8-2006-0065 for short-term discharges, and Order No. R8-2006-0004 for other dewatering activities, as applicable. Any dewatering activities shall be performed in accordance with the terms and conditions of the applicable Order, and pollutant concentrations in the discharge shall not cause violation of any applicable water quality objectives for the receiving waters, including discharge prohibitions. Implementation of the appropriate BMPs per the GCP will result in less than significant impacts to surface water quality and groundwater quality during the construction phase of the project sites.

Mitigation Measures: No mitigation is needed.

Reference: RDEIR § 5.7; Appendix K (Hydrology and Water Quality Technical Report).

7. Environmental Impact: Cumulative Impacts. As discussed in Section 5.7, the cumulative impacts related to hydrology would be less than significant.

Finding: Changes or alterations have been required in, or incorporated into, the Project that substantially lessen the significant environmental effect identified in the Draft EIR to below a level of significance. Cal. Pub. Res. Code § 21081; CEQA Guidelines § 15091.

Facts in Support of Finding: The proposed redevelopments would result in minor changes to the existing drainage patterns and peak flows with minor alterations in impervious surfaces, but in general, the drainage areas, discharge points, and peak flow discharges will be consistent with existing conditions. Any drainage improvements performed under the individual redevelopment projects would be subject to the design criteria and capacities required by the City of Irvine and Orange County Flood Control District (OCFCD) to correct any deficiencies identified in the existing conditions. Additionally, individual projects would have to submit a Water Quality Management Plan (WQMP) that would identify BMPs that will be used on the site to control predictable pollutant runoff.

Additionally, cumulative flows would be evaluated and addressed in terms of the Flood Control Master Plan, which is specifically intended and designed to define the flood control system necessary to accommodate runoff from future area wide development. As such, the cumulative impacts related to hydrology would be less than significant.

Mitigation Measures: No mitigation is needed.

Reference: RDEIR § 5.7; Appendix K (Hydrology and Water Quality Technical Report).

H. Land Use/Planning

1. Environmental Impact: the Proposed Project would not divide an established community. As discussed in Section 5.8, the Proposed Project would also decrease nonresidential square footage in the IBC and allow the development of nonindustrial uses, which is generally consistent with the existing and evolving mixed-use nature of the IBC area. However, given the original industrial, office, and commercial nature of the IBC area, the transition to residential land uses could potentially divide the existing industrial communities.

Finding: The Proposed Project would not divide an established community. PDF 8-1 through 8-2 would ensure applications for new development are assessed for compatibility with the existing environment. No mitigation is required. Cal. Pub. Res. Code § 21081; CEQA Guidelines §15091.

Facts in Support of Finding: The IBC Mixed Use Overlay Zone would create two distinct districts, the Urban Neighborhood and Business Complex. As outlined in the IBC Vision Plan, residential uses would be limited to the Urban Neighborhood Districts. The Business Complex District would be applied to portions of the IBC characterized by existing longstanding industrial and other commercial uses that are expected to remain nonresidential business cores. This district prohibits residential land uses, accommodates new industrial and other commercial uses, and protects existing commercial and industrial uses that wish to remain and possibly expand.

Additionally, the City has evaluated impacts to the public health, safety, and welfare of sensitive receptors and land uses associated with locating residential uses in the IBC. As discussed in detail in Section 5.6, *Hazards and Hazardous Materials*, several environmental reports were prepared and evaluated, specific to the conditions associated with the project area, including a detailed Environmental Data Resource list and a Facility Information Detail Database search. Section 5.2, *Air Quality*, also evaluates land use compatibility with respect to air quality. As described in PDF 8-2, 2-1, 2-2, 2-4, and 2-5, residential development projects are subject to land use compatibility provisions outlined in the IBC Vision Plan and Overlay Zoning Code.

The pending residential development projects outlined in Chapter 3, *Project Description*, are in the land use parameters of the IBC Vision Plan and Overlay Zoning Code; therefore, such projects would not have any additional impact on land use beyond that discussed in the broader context of the IBC Vision Plan and Overlay Zoning Code.

Mitigation Measures: No mitigation is needed.

Reference: RDEIR § 5.8; City of Irvine General Plan.

2. Environmental Impact: Project implementation could potentially be in conflict with an applicable adopted land use plan.

Finding: Changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effects to below a level of significance. However, if ALUC determines that the Proposed Project as revised, or potential future projects are not found to be consistent with the AELUP, and the Irvine City Council disagrees and overrides this finding by a two-thirds vote, a significant unavoidable adverse impact would result. (Public Resources Code § 21081(a)(1), Guidelines § 15091(a)(1)).

Facts in Support of Finding: The current General Plan allows for 53,125,389 square feet of overall nonresidential in Planning Area 36, which may vary according to the totals of individual land uses over time. The total of 5,985 additional new dwelling units (either potential or in process) remaining under the 15,000-unit cap would be offset by a reduction of 4,337,727 square feet of office equivalency. With the additional nonresidential land use optimization discussed in this RDEIR, the overall non-residential intensity in the General Plan would be 48,787,662 square feet, with the reduction resulting primarily from the conversion of higher quantities of older industrial square footage to lower quantities of office square footage. Construction of the 1,892 dwelling units in process, along with the pending and approved nonresidential projects outlined in Table 3-1, is assumed to be completed by 2015. The remaining 3,950 potential units, along with the proposed nonresidential land use optimization, would be completed at City buildout, post-2030.

A detailed analysis of the Proposed Project's consistency with the applicable goals and policies of the various elements of the Irvine General Plan is provided in Table 5.8-1, *General Plan Consistency Analysis*. The analysis in Table 5.8-1 concludes that the Proposed Project would be consistent with the applicable goals and policies of the Irvine General Plan.

Additionally, the pending residential development projects outlined in Chapter 3, *Project Description*, are within the land use parameters of the IBC Vision Plan and Overlay Zoning Code; therefore, such projects would not have a significant impact on land use. The increase in the maximum number of residential units in the IBC, along with the corresponding reduction in nonresidential square footage, would not be detrimental to the public health, safety, or welfare. The introduction of residential uses into the mixed-use master plan area is anticipated to reduce overall peak-hour vehicle trips and would benefit the public by dispersing traffic to alternate hours. In accordance with General Plan Objective A-6(b), a traffic study was prepared (see Appendix N in the RDEIR) and is detailed in Section 5.13, *Transportation and Traffic*.

The IBC currently consists of four zoning designations, which include 5.0 IBC Mixed Use, 5.1 IBC Multi-Use, 5.2 IBC Industrial, and 5.3 (including 5.3 A–D for specific sites) IBC Residential. The Proposed Project includes a Zoning Ordinance Amendment. More specifically, the Zoning Ordinance Amendment would add new Chapter 5-8 to the City's Zoning Ordinance

to adopt the IBC Mixed Use Overlay Zone, which would define regulatory zoning districts for properties in the IBC, and outline criteria for evaluating compatibility of residential development with adjacent businesses. The amendment would also revise the statistical analysis outlined in Section 9-36-5, *Statistical Analysis*, of the City's Zoning Ordinance, to establish a residential cap of 15,000 dwelling units for the IBC area (excluding density bonus units pursuant to state law), with an offsetting reduction of nonresidential office equivalency square footage, for units under the cap not yet approved, consistent with the proposed General Plan Amendment. Furthermore, the amendment would also update the Chapter 9-36, *Planning Area 36 (Irvine Business Complex)*, provisions regarding the IBC traffic mitigation fee program. Adoption of the Zoning Ordinance Amendment would help maintain consistency with and carry out the goals, objectives, and policies of the Irvine General Plan and the City's vision for the future of the IBC.

The University of California – Irvine (UCI) owns and operates a property along the east side of Jamboree Road between Campus Drive and Fairchild Road, adjacent to the IBC. According to the UCI 2007 Long Range Development Plan (LRDP), the site, known as North Campus—which is currently occupied by academic and support facilities, an arboretum, and a child development center—is planned to be redeveloped with up to 950,000 square feet of office/research space and 455 multifamily dwelling units by the year 2036. The land use, circulation, and other development-related assumptions of the LRDP have been included in the IBC Vision Plan analysis, including the importance of the North Campus serving as a gateway between the City of Irvine and the UCI campus. Therefore, the Proposed Project would not significantly impact UCI's ability to implement the LRDP, including the North Campus development plan.

The 2008 Southern California Association of Governments (SCAG) Regional Comprehensive Plan (RCP) is an advisory document to local agencies in the Southern California region for their information and voluntary use while preparing local plans and handling local issues of regional significance. Table 5.8-2 provides an assessment of the Proposed Project's relationship to advisory and voluntary policies contained in various chapters of SCAG's RCP. The analysis contained in Table 5.8-2 concludes that the Proposed Project would be consistent with the advisory and voluntary RCP policies. Therefore, implementation of the Proposed Project would not result in significant land use impacts related to the RCP policies.

Based on this review and Section 5.6 of the RDEIR, the ALUC determined that the Proposed Project was consistent with AELUP and Caltrans' health and safety standards on June 17, 2010.

Mitigation Measures: No mitigation is needed.

Reference: City of Irvine General Plan; Regional Comprehensive Plan and Guide; Airport Environs Land Use Plan.

3. Cumulative Impacts: As stated in Section 5.8, cumulative impacts to land use and planning are not considered significant.

Finding: The Proposed Project would not result in cumulative impacts to land use and planning. No mitigation is required. Cal. Pub. Res. Code § 21081; CEQA Guidelines §15091.

Facts in Support of Finding: The Proposed Project evaluated in this RDEIR would help maintain consistency with and carry out the goals, objectives, and policies of the Irvine General Plan and with the City's vision for the future of the IBC. The Proposed Project would also meet previous City actions by locating high-density urban housing in areas of the IBC that have recently had several parcels converted, or approved for conversion, to residential and mixed uses. After construction of the recently approved developments throughout the various areas of the IBC, the future residential and mixed-use development projects in accordance with the IBC Vision Plan would be some of several throughout the IBC. In addition, a host of existing jobs, restaurants, retail, and other support services and uses would be within walking distance of many of the future residential projects. Therefore, future conversion of nonresidential sites to residential and mixed use would create a cohesive neighborhood of high-density residential uses, thereby contributing to the development of a sustainable urban neighborhood. Furthermore, the General Plan Amendment component of the Proposed Project would establish a cap of 15,000 dwelling units for the IBC area (excluding density bonus units pursuant to state law), with an offsetting reduction of nonresidential office equivalency square footage.

Cumulative intensification of various land uses in the IBC has the potential to result in land use compatibility impacts related to hazards/hazardous materials, air quality, noise, and traffic. In light of the mixed-use nature of the IBC, each residential development application in the IBC is reviewed by the City of Irvine and other agencies, such as OCFA, the Irvine Police Department, and ALUC (when deemed necessary), for compatibility with surrounding land uses. Land use compatibility is determined after a complete evaluation of potential land use conflicts. Cumulatively, placing additional residential projects in the IBC after a land use compatibility analysis, as is the current practice, would provide needed housing in the IBC while still retaining the mature industrial development and its associated job base. As a result, cumulative impacts to land use and planning are not considered significant.

Mitigation Measures: No mitigation is needed.

Reference: RDEIR § 5.8; City of Irvine General Plan.

I. Noise

1. Environmental Impact: Construction activities could result in temporary noise increases in the vicinity of the Proposed Project. Construction of individual developments associated with buildout of the IBC would temporally increase the ambient noise environment. Temporary or short-term noise impacts from project construction will be generated by construction equipment, including trucks, graders, bulldozers, concrete mixers and portable generators. Peak noise levels from construction equipment could reach 71-89 dBA at a distance of 50 feet. Noise impacts adjacent to residential uses have the greatest potential for being significant.

Finding: Changes or alterations have been required in, or incorporated into, the Project that substantially lessen the significant environmental effect identified in the Draft EIR to below a level of significance. PPP 9-1 and PDF 9-2 would reduce construction-related noise to the extent feasible. Cal. Pub. Res. Code § 21081; CEQA Guidelines § 15091. The Project is therefore expected to have a significant adverse impact because construction activities associated with any individual development may occur near noise-sensitive receptors and noise disturbances may occur for prolonged periods of time. The City finds that there are no other feasible mitigation measures that will mitigate the impact to an insignificant level, and that specific economic, social, technological or other considerations make infeasible the alternatives identified in the Draft EIR, as discussed in Section VII of these Findings. As described in the Statement of Overriding Considerations (Section XI of these Findings), the City has determined that this impact is acceptable because of specific overriding considerations. Cal. Pub. Res. Code § 21081(a)(1), (3); CEQA Guidelines § 15091(a)(1), (3).

Facts in Support of Finding: Short-term construction noise impacts are expected from with demolition, site preparation, grading, and building construction of the proposed land uses. According to a 1971 study by Bolt, Beranek, and Newman, construction noise for development ranges from 71 to 89 dBA L_{eq} when measured at a distance of 50 feet from the construction effort. Construction of individual developments associated with buildout of the IBC would temporally increase the ambient noise environment. However, the City of Irvine restricts the hours of construction activities to the least noise-sensitive portions of the day. Trucks, vehicles, and equipment that are making or involved with deliveries, loading, or transfer of materials, equipment service, or maintenance of any devices or appurtenances for or within any construction project in the City are also subject to these prohibitions. Compliance with PPP 9-1 and PDF 9-2 would reduce impacts associated with construction noise by requiring that activities be limited to the hours set forth in the City of Irvine Municipal Code and that stationary-source equipment be placed as far as feasible from adjacent noise-sensitive land uses. However, construction activities may occur near noise-sensitive receptors and noise disturbances may occur for prolonged periods of time. Therefore, construction noise impacts from buildout of the IBC are considered potentially significant.

Mitigation Measures: No feasible mitigation measures are available.

Reference: RDEIR § 5.9; Noise Modeling Data Sheets prepared by The Planning Center (Appendix L).

2. Environmental Impact: Construction of the Proposed Project may generate perceptible levels of vibration at adjacent vibration-sensitive land uses. Construction operations can generate varying degrees of ground vibration, depending on the construction procedures and equipment. Vibration generated by construction equipment has the potential to be substantial for both vibration annoyance and structural if it occurs proximate to vibration-sensitive uses. Therefore, significant vibration impacts may occur from construction equipment associated with new development within the IBC, especially if vibration-intensive equipment, such as pile drivers, is required. **Finding:** Changes or alterations have been required in, or incorporated into, the Project that substantially lessen the significant environmental effect identified in the Draft EIR to below a level of significance. PPP 9-1 and PDFs 9-1 and 9-2 would reduce construction related vibration to the extent feasible. Cal. Pub. Res. Code § 21081; CEQA Guidelines § 15091. The Project is therefore expected to have a significant adverse impact because construction activities associated with any individual development may occur near vibration-sensitive land uses. The City finds that there are no other feasible mitigation measures that will mitigate the impact to an insignificant level, and that specific economic, social, technological or other considerations make infeasible the alternatives identified in the Draft EIR, as discussed in Section VII of these Findings. As described in the Statement of Overriding Considerations (Section XI of these Findings), the City has determined that this impact is acceptable because of specific overriding considerations. Cal. Pub. Res. Code § 21081(a)(1), (3); CEQA Guidelines § 15091(a)(1), (3).

Facts in Support of Finding: Vibration generated by construction equipment has the potential to be substantial for both vibration annoyance and structural if it occurs proximate to vibration-sensitive uses. Compliance with PPP 9-1 and PDF 9-2 would reduce impacts associated with perceptible levels of vibration annoyance by requiring that activities be limited to the hours set forth in the City of Irvine Municipal Code and that stationary-source equipment be placed as far as feasible from adjacent vibration-sensitive land uses. In addition, PDF 9-1 would ensure that less vibration-intensive equipment or construction techniques are used. Because of the potential for construction activities to occur in close proximity to vibration-sensitive uses and structures, vibration generated by the project could result in a significant impact. Significant vibration impacts may occur from construction equipment associated with new development within the IBC, especially if vibration-intensive equipment, such as pile drivers, is required. Impacts are considered potentially significant.

Mitigation Measures: No feasible mitigation measures are available..

Reference: RDEIR § 5.9; Noise Modeling Data Sheets prepared by The Planning Center (Appendix L).

3. Environmental Impact: Project-related vehicle trips would substantially increase ambient noise at noise-sensitive receptors in the vicinity of the project site on McGaw Avenue between Jamboree Road and Murphy Avenue and cumulatively on Valencia Avenue between Newport Avenue and Red Hill Avenue, Warner Avenue between SR-55 and Red Hill Avenue, McGaw Avenue between Jamboree Road and Murphy Avenue, and Birch Street between Mesa Drive and Bristol Street. Long-term operation of the project could substantially increase noise levels in the vicinity of the IBC Vision Plan area from mobile sources.

Finding: The Project is expected to have a significant adverse impact because the traffic growth in the IBC would generate traffic volumes that would noticeably increase ambient noise levels. The City finds that there are no feasible mitigation measures that will mitigate the impact to an insignificant level, and that specific economic, social, technological or other considerations make infeasible the alternatives identified in the Draft EIR, as discussed in Section VII of these Findings. As described in the Statement of Overriding Considerations (Section XI of these Findings), the City has determined that this impact is acceptable because of specific overriding considerations. Cal. Pub. Res. Code § 21081(a)(1), (3); CEQA Guidelines § 15091(a)(1), (3).

Facts in Support of Finding: Traffic noise modeling was conducted for interim year 2015 and post-year 2030 using the FHWA's Highway Traffic Noise Prediction model (FHWA RD-77-108) using a standard vehicle mix for Orange County roadways based on fleet mix for State Route 55 (Caltrans 2009). Under the 2015 scenarios (interim year), maximum noise-level increases on local roadways due to the project would be minimal, 1.3 dBA CNEL or less. Increases in traffic levels solely from traffic volumes generated by the project would not result in a substantial noise increase along roadways in the project vicinity at year 2015. However, at full buildout, post-2030 traffic volumes would generate up to 3.3 dBA CNEL. Because the traffic growth in the IBC would generate traffic volumes on this roadway segment that would noticeably increase ambient noise levels, traffic noise impacts are considered significant for segments adjacent to noise-sensitive land uses.

Mitigation Measures: No feasible mitigation measures are available.

Reference: RDEIR § 5.9; Noise Modeling Data Sheets prepared by The Planning Center (Appendix L).

4. Environmental Impact: Stationary-source noise generated by land uses within the IBC would comply with the City of Irvine Municipal Code and would not substantially elevate the ambient noise environment. Buildout of the IBC would result in an increase in residential and commercial development in the City. The primary noise sources from these land uses include landscaping, maintenance activities, and air conditioning systems. In addition, future commercial uses may include loading docks. However, stationary-source noise is regulated by the City of Irvine through the City's Municipal Code.

Finding: The Project would comply with the City of Irvine Municipal Code; therefore no substantial adverse impacts will occur. Cal. Pub. Res. Code § 21081; CEQA Guidelines § 15091.

Facts in Support of Finding: The City of Irvine requires that noise from new stationary sources within the City comply with the City's Noise Ordinance, which limits the acceptable noise at the property line of the impacted use, to reduce nuisances to sensitive land uses. To achieve the noise standards of the Municipal Code, HVAC systems and other equipment would be selected based on their noise rating or would be acoustically engineered with mufflers and barriers to ensure that no exceedance of the City's noise standards would occur. Maintenance activities and use of leaf blowers are restricted to the least noise-sensitive portions of the day.

The parking lots associated with the new high density residential development would generate noise. However, in order to accommodate the growth associated with buildout of the IBC, the majority of parking spaces for the new residential structures would be in subterranean parking garages or in structures surrounded by residential units. The building structure would serve as a barrier and attenuate noise from the majority of parking lot activities. Consequently, impacts noise from the parking area would not be substantial and no significant impacts would occur.

Noise levels from actual unloading and loading activities would be minimal, as the truck interior would be shielded from the exterior environment and unloading and loading activities would occur in the interior of the building after the truck is docked. Commercial deliveries or pickups for commercial properties that share a property line with any residential property are required to limit the hours of delivery/pick-up service to the hours of 7:00 AM and 10:00 PM daily. Moreover, commercial trucks are also prohibited from idling more than five minutes under the CARB's In-Use Idling Airborne Toxic Control Measure. Consequently, impacts from these activities would be less than significant.

Mitigation Measures: No mitigation measures are required.

Reference: RDEIR § 5.9; Noise Modeling Data Sheets prepared by The Planning Center (Appendix L).

5. Environmental Impact: Sensitive land uses could be exposed to noise levels that exceed 65 dBA CNEL from transportation or stationary sources. An impact could be significant if the new residential developments are in areas that exceed the noise compatibility criteria of the City. While interior areas can be mitigated to achieve acceptable interior noise levels, it may not be possible to achieve the noise compatibility criteria for noise-sensitive exterior areas.

Finding: New noise-sensitive outdoors areas may exceed the City's noise compatibility criteria. PPP 9-2 requires an acoustic report, detailing mitigation measures to be implemented for

future noise-sensitive development. PDF 9-3 requires occupancy disclosures for outdoor areas that exceed 65 dBA CNEL. The City finds that there are no additional feasible mitigation measures that will mitigate the impact to an insignificant level, and that specific economic, social, technological or other considerations make infeasible the alternatives identified in the Draft EIR, as discussed in Section VII of these Findings. As described in the Statement of Overriding Considerations (Section XI of these Findings), the City has determined that this impact is acceptable because of specific overriding considerations. Cal. Pub. Res. Code § 21081(a)(1), (3); CEQA Guidelines § 15091(a)(1), (3).

Facts in Support of Finding: The exact locations of residential developments and active recreational areas have not yet been determined and therefore specific impacts cannot be ascertained. However, roadways would generate noise levels above 65 dBA CNEL in the vicinity of the Proposed Project area. In addition, because many of the existing uses in the IBC are commercial and industrial, placement of a noise-sensitive development in the vicinity of existing sources of stationary noise (e.g., warehousing truck distribution centers, emergency generators, and other sources of mechanical or truck idling noise) may be potentially significant. Any siting of new noise-sensitive land uses (e.g., residential or noise-sensitive outdoor areas, such as tot-lots, swimming pools, or athletic fields) within a noise environment that exceeds the normally acceptable land use compatibility criterion creates a potentially significant impact and would require a separate noise study through the development review process to determine the level of impacts and required mitigation.

PPP 9-2 requires that an acoustic study be prepared to achieve the City of Irvine's exterior noise standards. While interior noise levels are required to achieve the interior noise limits of 45 dBA CNEL for residential structures and 55 dBA CNEL for commercial structures, exterior noise levels at noise-sensitive land uses (e.g., residential or noise-sensitive outdoor areas such as tot-lots, swimming pools, or athletic fields) may continue to exceed the 65 dBA CNEL noise compatibility criterion for the City despite exterior noise attenuation (i.e., walls and/or berms). PDF 9-3 requires that occupancy disclosure notices are provided to tenants for units with patios and/or balconies that do not meet the 65 dBA CNEL. Because noise-sensitive land uses could be exposed to noise levels that exceed 65 dBA CNEL, impacts would be potentially significant.

Pursuant to the California Building Code, noise-sensitive habitable rooms would be required to be designed to achieve an interior noise standard of 45 dBA CNEL. PPP 9-2 requires that an acoustic study be prepared to achieve the City of Irvine's interior noise standards to ensure no significant impacts would occur.

Mitigation Measures: No mitigation measures are required.

Reference: RDEIR § 5.9; Noise Modeling Data Sheets prepared by The Planning Center (Appendix L).

6. Environmental Impact: Noise-sensitive habitable rooms in structures within the 60 dBA CNEL noise contour of the John Wayne Airport would be exposed to substantial levels of airport-related noise. Indoor and exterior environments would be exposed to elevated noise levels from aircraft overflights. However, no noise-sensitive residential developments would be located within the 65 dBA CNEL contour of the airport. Consequently, with PDF 9-4 and PPP 9-2, noise generated by aircraft overflights would not generate noise levels that exceed 45 dBA CNEL in habitable rooms and impacts would be less than significant.

Finding: The Proposed Project would expose noise-sensitive land uses to excessive aircraft noise levels. PPP 9-2 and PDF 9-3 through 9-4 would ensure applications for new development are compatible with the existing noise environment generated by aircraft overflights. No mitigation is required. Cal. Pub. Res. Code § 21081; CEQA Guidelines §15091.

Facts in Support of Finding: Sensitive areas in an airport noise environment that exceeds 65 dBA CNEL would be required to conduct a noise assessment and mitigate, as feasible, to achieve an exterior noise environment of 65 dBA CNEL. Under the Proposed Project, development of residential and noise-sensitive recreational uses would be limited to the Multi Use and Urban Neighborhood Districts. The Multi-Use and Urban Neighborhood Districts would not fall within the 65 dBA CNEL noise contour for the JWA. However, portions of these districts would fall within the 60 dBA CNEL noise contour for the airport. Residents and other noise-sensitive receptors (e.g., parks) located within the 60 dBA CNEL noise contour would not be exposed to excessive exterior noise levels from operations of the JWA because exterior noise levels would not exceed 65 dBA CNEL, which is the City's land use compatibility criteria.

Interior noise levels are required to achieve the interior noise limits of 45 dBA CNEL and 55 dBA $L_{\max}(10)$ for residential structures (PDF 9-4 and PPP 9-2) and 55 dBA CNEL (PPP 9-2) for commercial structures. No noise-sensitive residential developments would be located within the 65 dBA CNEL contour of the airport. Consequently, with PDF 9-4 and PPP 9-2, noise generated by aircraft overflights would not generate noise levels that exceed 45 dBA CNEL in habitable rooms and impacts would be less than significant.

Mitigation Measures: No mitigation measures are required.

Reference: RDEIR § 5.9; Noise Modeling Data Sheets prepared by The Planning Center (Appendix L).

7. Cumulative Impacts: The project would not cumulatively contribute to stationary-source noise impacts, however, the project would cumulatively contribute to mobile source noise and construction noise and vibration.

Finding: The Project is expected to have a significant adverse impact because the traffic growth in the IBC would generate traffic volumes that would noticeably increase ambient noise

levels. Additionally, the Project is therefore expected to have a significant adverse impact because construction activities associated with any individual development may occur near noise-sensitive receptors and noise disturbances may occur for prolonged periods of time and may occur near vibration-sensitive land uses. The City finds that there are no feasible mitigation measures that will mitigate the impact to an insignificant level, and that specific economic, social, technological or other considerations make infeasible the alternatives identified in the Draft EIR, as discussed in Section VII of these Findings. As described in the Statement of Overriding Considerations (Section XI of these Findings), the City has determined that this impact is acceptable because of specific overriding considerations. Cal. Pub. Res. Code § 21081(a)(1), (3); CEQA Guidelines § 15091(a)(1), (3).

Facts in Support of Finding: Traffic noise increases on local roadways in the vicinity of the project site were shown in Tables 5.9-10 and 5.9-11. The increase in traffic noise from the existing noise environment for year 2015 and post-2030 scenarios is cumulative noise increases, whereas the increase from the 2015 or 2030 baseline is the project's contribution to cumulative noise increases. Project-related cumulative noise impacts may occur if the project contributes (0.1 dBA or more) to substantial (3 dBA or more) cumulative noise increases. As shown in the tables in the RDEIR, the project would cumulatively contribute to substantial increases on four roadway segments.

Unlike transportation noise, whose effects can extend well beyond the limits of the project site, stationary-source noise generated by the project is limited to impacts to sensitive receptors adjacent to the project site. However, no significant impacts were identified, as stationary-source noise is regulated by the City of Irvine through the City's Municipal Code. Furthermore, stationary sources are not substantial sources of ambient noise because the predominant noise source in the IBC is traffic on major roadways. Consequently, the project would not cumulatively contribute to stationary-source noise impacts.

Like stationary-source noise, cumulative construction noise and vibration impacts are confined to a localized area. Consequently, cumulative impacts would only occur if other projects are being constructed in the vicinity of the project at the same time as the project. Consequently, project-related construction noise and vibration added to construction noise and vibration from nearby development activities would substantially increase the ambient noise environment or generate perceptible levels of vibration. Cumulative impacts are therefore also considered significant.

Mitigation Measures: No mitigation measures are required.

Reference: RDEIR § 5.9; Noise Modeling Data Sheets prepared by The Planning Center (Appendix L).

J. Population/Housing

1. Environmental Impact: The Proposed Project would directly result in population and employment growth in the project area. The Project would have a direct impact on employment, population and housing. The Project would directly induce substantial population growth in the area by proposing a General Plan Amendment to increase the residential intensity cap in the IBC from 9,015 residential units to 15,000 units, excluding density bonus units. The project will potentially add 7,583 residential units, including pending residential units and density bonus units, as detailed in Section 3, Project Description. The remaining nonresidential buildout potential would be 6,016,662 square feet, for a total of 48,787,662 square feet of nonresidential square footage in the IBC at buildout. No housing or population will be displaced, either directly or indirectly, by the Project.

Finding: Compliance with the City's Housing Element policies would avoid or substantially lessen the significant environmental effects related to population and housing to below a level of significance. New residential development would comply with the City's housing requirements (PPP 10-1). No mitigation is required. Cal. Pub. Res. Code § 21081; CEQA Guidelines § 15091.

Facts in Support of Finding: Currently the General Plan and Zoning Cap will allow for 12,292 residents and the Proposed Project would allow for an additional 9,858 residents in the IBC based on Irvine's population growth standard, totaling 15,635 additional residents over the existing population in the IBC. The project accounts for 11.3 percent of the OCP-2006 projection of the City's population increase from 2003 to 2035 and 1.5 percent of the County's projected increase from 2003 to 2035.

According to Table A-3 in the Land Use Element of the General Plan, it is estimated that 1.9 employees per thousand square feet will be generated for office and industrial and 2.0 employees per thousand square feet for commercial land uses. As shown on Table 5.10-5 in the RDEIR, the project would allow for an additional 6,016,662 square feet of nonresidential development, generating approximately 12,033 additional jobs in the IBC compared to existing conditions.

Orange County Projections (OCP) OCP-2006 projects that the County's jobs/housing balance will diminish from 1.59 jobs per household in 2005 to 1.72 in 2035. However, the Proposed Project would increase housing in the county by 7,583 units and reduce jobs by 8,675 employees compared to OCP-2006. As a result, the Proposed Project will improve the County's jobs/housing balance from 1.72 to 1.70 in 2035. As a result, the Proposed Project would lessen the degree to which the County is jobs-rich.

The project is consistent with the overall Compass 2% Strategy in that it directs additional housing and mixed-use opportunities to the jobs-rich Orange County Subregion. The

Proposed Project would increase livability by allowing for more infill development in the existing commercial district and higher density housing opportunities in the City's major commercial/industrial area and near major City corridors. In addition, the Proposed Project would focus future development in one of the City's commercial districts away from environmentally sensitive open space. The Proposed Project is consistent with SCAG's proposed implementation of the Compass 2% Strategy in that it promotes mobility by allowing new housing within easy walking or bicycling distance to jobs in one of the City's commercial districts.

The Proposed Project responds to City policies that encourage a balance of housing and job opportunities and local and regional plans and policies in a manner that responds to the most prominent need, which is to develop more housing opportunities at higher densities in close proximity to existing employment.

Mitigation Measures: No mitigation is required.

Reference: RDEIR § 5.10.

2. Environmental Impacts: Cumulative Impacts. As discussed in Section 5.10 of the Draft EIR, the Project has no significant cumulative impacts on population and housing.

Finding: The Project will result in no substantial cumulative adverse impact related to population and housing. No mitigation is required. Cal. Pub. Res. Code § 21081; CEQA Guidelines § 15091.

Facts in Support of Finding: At buildout, a total of 17,038 residential units are projected for the IBC, generating a total of 22,149 residents. The Proposed Project will allow for an additional 6,016,662 square feet of nonresidential square footage resulting in an additional 12,033 jobs above what already exists in the IBC. OCP-2006 projects that the City of Irvine in 2035 will have a population of 269,802; 97,390 housing units; and 341,977 jobs. The project improves the County's jobs/housing balance from 1.72 to 1.70, and provides jobs near existing and planned employment concentrations.

The Proposed Project increases the cumulative total of housing units and associated population approved in the City. In doing so, the project's cumulative housing and population impact provides benefits for the jobs/housing ratio, regional housing goals that promote housing production in jobs-rich areas, regional growth policies that encourage housing production in the Irvine Business Center, City Housing Element goals regarding workforce housing, and state-mandated fair share housing programs. Therefore, the cumulative housing impact with the Proposed Project is not a significant cumulative impact.

Mitigation Measures: No mitigation is required.

Reference: RDEIR § 5.10.

K. Public Services

1. Environmental Impact: The Proposed Project would introduce new structures, residents, and workers into the orange county fire authority service boundaries, thereby increasing the requirement for fire protection facilities and personnel. As discussed in Section 5.12 of the Draft EIR, the proposed development is fully covered by the Secured Fire Protection Services Agreement (“SFPSA”) and the future facilities and resources provided for in the SFPSA would adequately meet the increase in the demand associated with the proposed development. The Project’s impact on fire protection services would be less than significant.

Finding: Under the Secured Fire Protection Services Agreement, the Project will have no substantial adverse impacts to fire services. PPP 11-1 through 11-4 and PDF 11-1 would reduce impacts to fire services. No mitigation is required. Cal. Pub. Res. Code § 21081; CEQA Guidelines § 15091.

Facts in Support of Finding: Orange County Fire Authority (OCFA) has indicated the area in the western region of the project area is outside the response time projection; therefore, a new station is required to service the area west of Jamboree road by Fairfield Road and north of Campus. However, all projects within the IBC must enter into a Secured Fire Protection Agreement as fair-share mitigation to offset the cost of a new station and the equipment to serve the area. This agreement specifies the developer’s pro-rata fair-share funding of capital improvements that is necessary to establish adequate fire protection facilities, equipment, and personnel. During entitlement, the developer must enter into the agreement, typically on a project-specific basis. The Secured Fire Protection Services Agreement is not related to the provision of an adequate tax base directed to the Structural Fire Fund to offset short and long range costs, but rather to mitigating the impact of a project on OCFA as it impacts capital and infrastructure needs.

Funds have been and will be collected and saved in a Capital Improvement Plan until OCFA constructs a new station. OCFA estimates construction of the IBC station in the 2012–2013 fiscal year. Therefore, the future fire station will be provided for in the Secured Fire Protection Services Agreement and would adequately meet the increase in the demand associated with the Proposed Project.

Mitigation Measures: No mitigation is required.

Reference: RDEIR § 5.11; Appendix M.

2. Environmental Impacts: Cumulative Impacts (Fire Services). As discussed in Section 5.11 of the Draft EIR, the project is fully covered by the Secured Fire Protection

Services Agreement (“SFPSA”) and the future facilities and resources provided for in the SFPSA would adequately meet the increase in the demand associated with the proposed development. No significant impacts related to Fire Protection Services are expected to result from the Project.

Finding: The Project will have no substantial adverse cumulative impacts on fire services. No mitigation is required. Cal. Pub. Res. Code § 21081; CEQA Guidelines § 15091.

Facts in Support of Finding: As described in Section 5.11 of the Draft EIR, the Secured Fire Protection Services Agreement (SFPSA) addresses fire service needs for new development within the City. Compliance with the agreement, including the construction of a new fire station for the IBC, will ensure that performance objectives for fire protection are met and provide funding for any capital improvements necessary to maintain adequate fire protection facilities, equipment, and/or personnel. In addition, compliance with the PPPs and PDFs would ensure adequate access within the project area, which further ensures the adequate provision of fire protection and emergency services to residents in the project area. Therefore, the project’s increased demand for fire protection services would not result in significant cumulative impacts.

Mitigation Measures: No mitigation is required.

Reference: RDEIR § 5.11; Appendix M.

3. Environmental Impact: The Proposed Project would introduce new structures, residents, and workers into the Irvine police department service boundaries, thereby increasing the requirement for police protection facilities and personnel. As discussed in Section 5.11, additional residential units and retail uses within the project area will increase the demand for police officers and nonsworn support personnel and would potentially create a significant impact.

Finding: With implementation of existing PPP 11-5 requiring compliance with the Uniform Security Code, PPPs 11-1 through 11-4, PDF 11-1, and PDF 11-2 pertaining to provisions of security features, the impacts of the Proposed Project related to law enforcement would be less than significant.

Facts in Support of Finding: Based on the potential for 7,583 dwelling units (including pending units, potential new units, and potential density bonus units) beyond what currently exists in the IBC, an additional 13 police officers and 5 nonsworn support personnel would be required. This demand for additional personnel and associated equipment would be provided through the continued implementation of the City’s Strategic Business Plan and Budgeting process. Through this process, police department needs are assessed and budget allocations are revised accordingly to ensure that adequate levels of services are maintained throughout the City. Compliance with the Uniform Security Code required by PPP 11-5 would contribute to reducing calls for police services. Provision of the Opticom traffic light control (PDF 11-1) and

Click2enter remote control access through pedestrian and vehicle security gates (PPP 11-4) would improve response times within the project area. Therefore, the impact is not significant.

Mitigation Measures: No mitigation is required.

Reference: RDEIR § 5.11; Appendix M.

4. Environmental Impact: Cumulative Impacts (Police Services). As discussed in Section 5.11 of the Draft EIR, no significant cumulative impacts related to police services are anticipated.

Finding: The Project will have no substantial adverse impacts on police services. No mitigation is required. Cal. Pub. Res. Code § 21081; CEQA Guidelines § 15091.58

Facts in Support of Finding: As described in Section 5.11 of the Draft EIR, a total of 17,038 residential units are projected for the IBC at buildout, which is expected to increase demand for police services and would contribute to the need to expand facilities. The long-term plans and provisions for police services, based on General Plan land use designations, would not be adversely affected by the project. As described above, existing and planned provisions for adequate levels of police services and corresponding budget allocations will serve to avoid significant impacts due to Project demands. No significant cumulative impacts related to police services are anticipated to occur; hence, the impact would not be cumulatively considerable.

Mitigation Measures: No mitigation is required.

Reference: RDEIR § 5.11; Appendix M.

5. Environmental Impacts: The Proposed Project would generate a total of 5,480 new students which would impact the school enrollment capacities of the local school districts. As discussed in Section 5.11, the project area is located in three school districts; Irvine, Santa Ana, and Tustin. IUSD, SAUSD, and TUSD are all currently short of elementary, middle, and high school classrooms to serve the cumulative proposed development in the IBC and would potentially create a significant impact.

Finding: Compliance with existing regulations would avoid or substantially lessen the significant environmental effects to below a level of significance. PPP 11-6 would require payment of developer fees to reduce impacts to school services. (Public Resources Code § 21081(a)(1), Guidelines § 15091(a)(1)).

Facts in Support of Finding: Irvine Unified School District (IUSD). The Proposed Project would generate an additional 1,195 students according to the districtwide student generation rates. IUSD will need to place relocatable classrooms at each of the schools in this

project's assigned attendance area and may need to study boundary changes and the need for new facilities to accommodate this development. The need for additional services is addressed through compliance with the school impact fee assessment. Senate Bill 50 (SB 50) (Chapter 407 of Statutes of 1998) sets forth a state school facilities construction program that includes restrictions on a local jurisdiction's ability to condition a project on mitigation of impacts on school facilities in excess of fees set forth in Education Code Section 17620. These fees are collected by school districts at the time of issuance of building permits for commercial, industrial, and residential projects. As of March 2009, IUSD charges Level 2 Developer Fees at \$5.32 per square foot for residential development and \$0.47 per commercial/industrial square foot.

Santa Ana Unified School District (SAUSD). There is a potential for 1,972 new units, including pending units, and 312 density bonus units, for a total of 2,284 residential units in the SAUSD portion of the IBC. The Proposed Project would generate 1,604 additional students, according to the districtwide student generation rates. The current SAUSD development fees, as of July 14, 2008, are \$2.97 per square foot for residential development and \$0.47 per commercial and senior housing square foot. Additionally, compliance with Senate Bill 50 would lessen the impact.

Tustin Unified School District (TUSD). There is a potential for 1,673 new units, including pending units, and 505 density bonus units, for a total of 2,178 residential units in the TUSD portion of the IBC. The Proposed Project would generate 399 additional students, according to the districtwide student generation rates. TUSD currently charges Level II school fees, as authorized by Education Code Section 65995.5, at the rate of \$6.76 per square foot for new residential construction, and \$0.47 per square foot for new commercial and industrial construction. Again, compliance with Senate Bill 50 would lessen the impact.

The pending IBC residential projects would generate approximately 142 students for IUSD, 760 students for SAUSD, and 176 students for TUSD. The pending projects project would be required to pay school impact fees in accordance with Senate Bill 50 (SB 50). SB 50 (Chapter 407 of Statutes of 1998) sets forth a state school facilities construction program that includes restrictions on a local jurisdiction's ability to condition a project on mitigation of a project's impacts on school facilities in excess of fees set forth in Education Code Section 17620. Since all of the pending projects in the IBC must pay their appropriate impact fees, each project will mitigate the impacts associated with its activities. No significant impact upon local school districts is anticipated as a result of the implementation of the IBC Vision Plan and Mixed Use Overlay Zoning Code and other area-wide development activities.

Mitigation Measures: No mitigation is required.

Reference: RDEIR § 5.11; Appendix M.

6. Environmental Impacts. Cumulative Impacts (Schools). As described in Section 5.11 of the Draft EIR, all nonexempt projects must pay their appropriate impact fees, as authorized under Education Code Section 17620(a) and Government Code Section 65995(b). As a result, no cumulative impact upon local school districts is anticipated as a result of the implementation of the project.

Finding: The Project will have no substantial adverse cumulative impacts to schools. No mitigation is required. Cal. Pub. Res. Code § 21081; CEQA Guidelines § 15091.

Facts in Support of Finding: IUSD, SAUSD, and TUSD are all currently short of elementary, middle, and high school classrooms to serve the cumulative proposed development in the IBC. Cumulative development in the IBC may generate too many students to be accommodated by the districts facilities. School fees, as authorized under Education Code Section 17620(a) and Government Code Section 65995(b), are collected by municipalities at the time building permits are issued and conveyed to the affected school district in accordance with a defined fee structure. Although those fees are seldom adequate to accommodate the true costs incurred by affected districts to construct new facilities the Legislature has declared that the payment of those fees constitutes full mitigation for the impacts generated by new development, per Government Code Section 65995. Since all projects in the IBC must pay their appropriate impact fees, each project will mitigate the impacts associated with its activities. No cumulative impact upon local school districts is anticipated as a result of the implementation of the IBC Vision Plan and Mixed Use Overlay Zoning Code and other areawide development activities.

Mitigation Measures: No mitigation is required.

Reference: RDEIR § 5.11; Appendix M.

7. Environmental Impacts. The Proposed Project would generate approximately 8,769 residents, increasing the service needs for the local libraries. As discussed in Section 5.11 of the Draft EIR, while the Project would exceed the level of service for library square footage, it will not in and of itself trigger the construction of new or expanded library facilities, and the library impact is less than significant.

Finding: The project will not create a substantial adverse impact on library services. No mitigation is required. Cal. Pub. Res. Code § 21081; CEQA Guidelines § 15091.

Facts in Support of Finding: As described in Section 5.12 of the Draft EIR, the Project is projected to generate 8,769 new residents, depending on the number of residential units established within the Urban Neighborhood District. Per the Orange County Public Library standard of service, this equates to a need for 1,754 total square feet and 13,154 total volumes. Per the City of Irvine standard of service, this would require an additional 4,385 square feet of library square footage and 21,923 additional volumes, beyond the existing shortage, to serve the

project. As required by PDF 11-4, if a library impact fee on development is established and in force at the time of development, the project applicant would pay all applicable fees and thereby contribute to future development of a new library facility. While the Project would exceed the level of service for library square footage, it will not in and of itself trigger the construction of new or expanded library facilities, and the library impact is less than significant.

Mitigation Measures: No mitigation is required.

Reference: RDEIR § 5.11; Appendix M.

8. Environmental Impacts. Cumulative Impacts (Library Services). The library service needs generated by the Project contribute to a cumulative impact in the form of a shortage in library facilities. However, this impact is not considered to be significant, and the Project will be required to pay any citywide library impact fee in force at the time of project development. Therefore, the Project does not create cumulative impacts on library services.

Finding: The Project will have no substantial adverse cumulative impact on library services. No mitigation is required. Cal. Pub. Res. Code § 21081; CEQA Guidelines § 15091.

Facts in Support of Finding: As detailed in Section 5.12 of the Draft EIR, the Project would not itself result in the need for a new library facility, but it would contribute to a shortage in library facilities and have a cumulative impact. However, contribution to the need for new library square footage to address a projected shortfall in public library service standards, based on the projected buildout population of the City, is not considered to be cumulatively significant. Per Appendix G of the CEQA Guidelines, a project would only have a significant adverse environmental impact on library services if such impacts are caused by the actual construction of a library. While this project may contribute to the need to construct a library in the future, without knowing the size, location, and scope of that future library construction, it is not possible to define the potential impacts of that construction. Therefore, the impacts that would result from the construction and operation of a new library facility are too speculative to be determined at this time. The Project will be subject to any citywide library impact fee in force at the time of project development. Therefore, the Project does not create cumulative impacts on library services.

Mitigation Measures: No mitigation is required.

Reference: RDEIR § 5.11; Appendix M.

L. Recreation

1. Environmental Impact: The Proposed Project would generate approximately 8,769 additional residents, which would increase the use of existing park and recreational

facilities. As discussed in Section 5.12 of the Draft EIR, with adherence to existing PPPs, no significant impact related to recreation is expected to result from the Project.

Finding: Adherence to PPP 12-1 and 12-2 would avoid or substantially lessen the significant environmental effects to recreation below a level of significance. (Public Resources Code § 21081(a)(1), Guidelines § 15091(a)(1)).

Facts in Support of Finding: Development of additional residential units in the IBC would increase the demand for parks and recreational facilities of various types. Based on the Park Code, the project would generate a need for a total of 43.8 acres of parkland at buildout, with 17.5 acres of community parkland and 26.3 acres of neighborhood parkland. Future residential development pursuant to the IBC Vision Plan and Zoning Code would be required to submit a Park Plan application to establish park dedication requirements, to be provided, the amount of in-lieu fees, if any, and the allocation of those fees. The City is currently seeking an adequate site within the IBC for construction of a public neighborhood park. Funds from the general IBC neighborhood park account will be used for purchase of the site and construction of the park.

The San Diego Creek and the San Joaquin Freshwater Marsh, which lie adjacent to the IBC, are part of the wider open space system within the IBC. In addition to the required fees, part of the Proposed Project is to create an interconnected system of streets, bikeways, and trails connecting the new streets, parks, and urban plazas within the IBC to the wider system of City open space. According to the IBC Mixed Use Vision, the project would introduce several varieties of grass native to southern California along the Creek's edge and develop a network of trails along the creek incorporating urban elements such as children's play areas, pathways, benches, and public artwork. This would provide new and expand existing parks and recreational facilities. The Proposed Project would provide new recreational facilities in compliance with City park dedication standards and therefore not have a significant impact on existing neighborhood and regional parks or other recreational facilities that would result in, or accelerate, substantial physical deterioration of the facilities.

Mitigation Measures: No mitigation is required.

Reference: RDEIR § 5.12.

2. Environmental Impacts: Cumulative Impacts. As discussed in Section 5.12 of the Draft EIR, the Project will meet parkland dedication requirements established by the City, thereby reducing the level of use of off-site local and regional recreation facilities. Therefore, the Project's cumulative contribution to the physical impact on local and regional recreation facilities will not be significant.

Finding: The Project will have no substantial adverse cumulative impacts on parks and recreational facilities. No mitigation is required. Cal. Pub. Res. Code § 21081; CEQA Guidelines § 15091.

Facts in Support of Finding: Recreational needs of future residents of the IBC, in conjunction with cumulative development in accordance with the adopted General Plan, would add to citywide and regional demand for parks and recreational facilities. However, each project within the City of Irvine is required to comply with the City's parkland dedication requirements as contained in the Subdivision Ordinance. As a result, new parklands and trails are developed as residential development occurs. Park in-lieu fees are paid to the City prior to the issuance of the first residential building permit. Park in-lieu fees for projects within the IBC would be allocated to the general IBC neighborhood and community park accounts and would be used to provide and/or improve neighborhood and community parks that will be available to IBC residents. Therefore, no significant impacts related to recreational opportunities are anticipated.

Mitigation Measures: No mitigation is required.

Reference: RDEIR § 5.12.

M. Transportation/Traffic

Environmental Impact : **Buildout of the IBC pursuant to the Proposed Project would generate additional traffic volumes and impact levels of service for the existing area roadway system.** The City of Irvine's traffic model, the Irvine Traffic Analysis Model (ITAM) 8.4, was used to forecast the traffic data for the various horizon years and scenarios evaluated within the study area.

Finding: Changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effects to below a level of significance. In addition, PPP 13-1 and PDF 13-2 would reduce impacts to the extent feasible. However, operational and physical constraints may make proposed mitigation impossible at one intersection in the City of Irvine, Jamboree Road and Michelson Drive. In addition, implementation of mitigation measures in the cities of Costa Mesa, Newport Beach, Santa Ana, and Tustin is under the control of those cities and not of the City of Irvine. Implementation of mitigation measures on freeways and freeway ramps would be under the control of Caltrans rather than the City of Irvine. Because the City does not have the ability to control when and if these other agencies implement the necessary changes and alterations which would mitigate the impacts of the Project to below a level of significance, the City further finds that there are no other feasible mitigation measures that would mitigate the impacts to below a level of significance, and that specific economic, social, technological or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make infeasible the alternatives identified in the FEIR, as discussed in Section VII of these Findings.

(Public Resources Code § 21081(a)(3); Guidelines § 15091(a)(3)). As described in the Statement of Overriding Considerations, the City has determined that these impacts are acceptable because of specific overriding considerations. (Public Resources Code § 21081(a)(1), Guidelines § 15091(a)(1)).

Mitigation Measures: Mitigation Measures 5.13-1, 5.13-2, 5.13-3, and 5.13-4 set forth in the FEIR and in the MMRP are incorporated herein by reference as though fully set forth and shall be conditions of Project approval.

MM 13-1 Prior to the issuance of the first building permit pursuant to the Proposed Project, the City of Irvine shall prepare a "nexus" study that will serve as the basis for requiring development impact fees under AB 1600 legislation, as codified by California Code Government Section 66000 et seq, for the Irvine Business Complex to support General Plan and Zoning changes under consideration for the Irvine Business Complex Vision Plan. The established procedures under AB 1600 require that a "reasonable relationship" or nexus exist between the traffic improvements and facilities required to mitigate the traffic impacts of new development pursuant to the Proposed Project. The following traffic improvements and facilities are necessary to mitigate project impacts and shall be included, among other improvements, in the AB 1600 nexus study:

Costa Mesa

Intersection #12: SR-55 Southbound Frontage Road at Baker Street

Improve the southbound approach to one left turn lane, one shared through left, one through lane, and one right turn lane. Restripe the eastbound approach to two through lanes and a shared through right turn lane.

Intersection #13: SR-55 Northbound Frontage Road at Baker Street

Restripe the eastbound approach to include a single left turn lane, three through lanes, and no right turn lane, plus the addition of a northbound defacto right turn lane.

Irvine

Intersection #141: Jamboree Road and Main Street

Improve the northbound and southbound approaches to 2 left turn lanes, 5 through lanes, and 1 right turn lane. Additionally, as part of this improvement, convert the westbound free right turn lane to a single right turn lane.

Intersection #188: Harvard Avenue and Michelson Drive

Add a second southbound left turn lane.

Intersection #232: Culver Drive and I-405 Northbound Ramps

Restripe the westbound approach of this intersection to one left turn lane and two right-turn lanes.

Intersection #136: Jamboree Road and Barranca Parkway

Convert the existing free northbound right-turn lane to a standard right turn lane and add a fifth northbound through lane.

Newport Beach

Intersection #62: Campus Drive at Bristol Street NB

In 2015, the required improvement is the implementation of the already planned addition of a fifth westbound through lane, consistent with the City of Newport Beach's General Plan buildout. For the buildout scenario, an additional improvement of a third southbound right turn lane is required. Implementation of the identified improvements results in acceptable operations under both scenarios and the mitigation appears to be physically feasible although potentially cost prohibitive due to potential impacts to a structure adjacent to the intersection. The addition of a 5th westbound through lane was identified by the City of Newport Beach as part of the Newport Beach General Plan Update Traffic Study (Urban Crossroads, 2006). The addition of a 3rd southbound right turn lane was identified in the John Wayne Airport (JWA) Improvement Program as an ancillary improvement to support the growth of the Airport.

Intersection #85: MacArthur Boulevard and Birch Street

Improve the eastbound approach to two eastbound left-turn lanes and two eastbound through lanes.

Santa Ana

Intersection #543 Bristol Street and Segerstrom Avenue

Two alternative improvements are proposed and outlined below. The City of Irvine shall coordinate with the City of Santa Ana to determine the most appropriate future improvement at this location.

Alternative 1: Add 3rd eastbound through and westbound through lanes on Segerstrom Avenue.

Alternative 2: Add 4th northbound through and southbound through lanes on Bristol Street.

Intersection #723 Main Street and Dyer Road (Segerstrom)

Add a third northbound through lane and a defacto northbound right-turn lane.

Intersection #730 Grand Avenue and Warner Avenue

Add a third westbound through lane.

Arterial #1884 MacArthur Blvd. from Main Street to SR-55

Widen from 6 to 8 Lanes

Tustin

Intersection #24: Newport Avenue and Walnut Avenue

Add a defacto westbound right turn lane and defacto northbound right turn lane.

Intersection #93: Tustin Ranch Road and El Camino Real

Add a fourth southbound through lane and restripe the eastbound approach to one left turn lane, a shared through right turn lane and a right turn lane.

Intersection #134: Loop Road/Park Avenue at Warner Avenue

Add a third eastbound through lane.

Intersection #754: Red Hill Avenue at Carnegie Avenue/A Street

This intersection has a project impact under the Post-2030 scenario. The project impact is largely due to heavy traffic on the northbound through movement. Widening the northbound approach to provide a fourth northbound through lane on Red Hill. This intersection is expected to be substantially expanded as a result of development of the Tustin Legacy project and shall be monitored to observe if any additional improvements are warranted when that project nears buildout.

MM 13-2 Prior to the issuance of the first building permit pursuant to the Proposed Project, the City of Irvine shall update the IBC Development Fee program pursuant to the AB 1600 Nexus Study identified in Mitigation Measure 5.13-1. The IBC Development Fee program was established to fund area-wide circulation improvements within the IBC and adjoining areas. The improvements are required due to potential circulation impacts associated with buildout of the IBC. Fees are assessed when there is new construction or when there is an increase in square footage within an existing building or the conversion of existing square footage to a more intensive use. The development fees collected are applied toward circulation improvements and right-of-way acquisition in the IBC and adjoining areas. Fees are calculated by multiplying the proposed square footage, dwelling unit or hotel room by the appropriate rate. The IBC Fees are included with any other applicable fees payable at the time the building permit is issued. The City will use the IBC development fees to, among other things, fund construction (or to recoup fees advanced to fund construction) of the transportation improvements identified in Mitigation Measure 5.13-1.

MM 13-3 Prior to issuance of the first building permit pursuant to the Proposed Project, the City shall update the Irvine Business Complex Land Use and Trip Monitoring Data base (IBC Database) to reflect the land use changes associated with the Proposed Project. The City maintains this database for tracking development intensity within the IBC. This data base is an important tool to help

ensure the circulation system serving the IBC area is adequate and to ensure roadway improvements are provided at the appropriate time. The data base tracks the amount of square footage built (Existing), the available square footage (Additional Zoning Potential and/or Remaining Approval) and the maximum amount of square footage allocated (Total Development Potential and/or Buildout + Existing) to each parcel within the IBC.

- MM 13-4 Prior to adoption of the AB 1600 nexus study identified in MM 13-1, the City and Caltrans shall jointly identify feasible operational and physical improvements and the associated fair-share funding contribution necessary to mitigate project-related impacts to state transportation facilities. The City shall fund said improvements on pro-rata “fair-share” basis in accordance with the terms and conditions of an Agreement to be prepared and agreed to by both agencies. These fair-share contributions for feasible improvements shall be included in the AB 1600 nexus study

Facts in Support of Finding:

2015 Cumulative With Project Daily Arterial Segment Analysis: The 2015 Cumulative With Project traffic patterns generally remain consistent with existing conditions and the 2015 Cumulative Baseline No Project scenario traffic patterns. For some segments, there is a net increase in ADT and for some a decrease as a result of the project. Figures 5.13-29 and 5.13-30 graphically display the ADT and arterial segment LOS deficiencies for the 2015 Cumulative With Project scenario. As noted above, LOS E indicates a deficient segment for all arterial segments outside Planning Area (PA) 36 within the City of Irvine. PA 36 segments are considered deficient at LOS F. When compared to the 2015 Cumulative Baseline No Project, there are no additional deficient segments.

2015 Cumulative With Project Peak Hour Link Analysis: Peak hour directional traffic volumes were directly obtained from peak hour forecast turning movement volumes for intersections upstream and downstream for each deficient arterial segment. The results of peak hour link analysis indicate that all arterial segments within the City of Irvine that are deficient under daily conditions operate at an acceptable LOS in both peak hours, performing at LOS D or better, and hence no mitigation measures are recommended at this time for these facilities.

2015 Cumulative With Project Intersection Analysis: Figures 5.13-31 and 5.13-32 graphically present the AM and PM Peak Hour Intersection ICU for deficient intersections. Seven intersections are deficient in the 2015 Cumulative With Project

scenario, including one location in Irvine, one in Newport Beach, four in Tustin, and one shared location between Tustin and Irvine. Of the seven intersections, only two are significantly impacted by the Project: #93 – Tustin Ranch Road at El Camino Real (ICU increase of 0.01) in Tustin and #62 – Campus Drive at Bristol Street (ICU increase of 0.02 and ICU reduction from LOS D to LOS E) in Newport Beach). When compared to the No Project scenario, there is one additional deficiency, intersection #62: Campus Drive at Bristol Street in the City of Newport Beach. All locations operating at a deficient LOS with an increase in the ICU value exceeding the significance threshold are identified as project impacts and discussed in Section 5.13.6, Mitigation Measures of the RDEIR.

2015 Cumulative With Project Freeway Mainline Analysis: Future freeway mainline volumes are based on forecast traffic using the ITAM model. The With Project scenario does not include any freeway mainline capacity improvements, consequently, the capacities are consistent with the No Project scenario. Figures 5.13-33 and 5.13-34 graphically depict the 2015 Cumulative With Project freeway and ramp deficiencies. When compared to the No Project conditions, there are two additional segments that are deficient under the 2015 With Project conditions, I-405 Southbound between Culver Drive and Jamboree Road and I-405 Northbound between MacArthur Boulevard and SR-55 both in the AM peak hour.

2015 Cumulative With Project Freeway Ramp Analysis: The ramp analysis methodology for 2015 Cumulative With Project is consistent with that applied for 2015 Cumulative Baseline No Project. When compared to the 2015 No Project scenario, there are no additional deficient locations; however, there are some ramps that deteriorate further as project trips are added. Project related impacts on freeway ramps are addressed in Section 5.13.6, Mitigation Measures, of the RDEIR.

Post-2030 Cumulative With Project Daily Arterial Segment Analysis: The analysis indicates that several segments are deficient under the Post-2030 Cumulative With Project daily conditions including two segments located within Costa Mesa, 15 of the segments in Irvine, one segment each in Newport Beach and Santa Ana, and two segments in Tustin. Compared to the No Project scenario, there are three additional segments that are deficient under daily conditions within the City of Irvine. As noted above, LOS E indicates a deficient segment for arterial segments outside Planning Area (PA) 36 within the City of Irvine. PA 36 (IBC area) segments are considered deficient at LOS F. Deficient segments in the City of Irvine are evaluated under peak hour conditions to determine significant impacts in the following section. For arterial segments in Costa Mesa, Newport Beach, and Tustin, arterial daily LOS impacts are addressed at the adjacent intersections. Santa Ana identifies significant project impacts based on the arterial daily LOS. Arterial segment #1884 (MacArthur Boulevard from Main Street to SR-55 is deficient in the Post-2030 Cumulative With Project scenario and because there

is a greater than 0.01 increase in the daily LOS between No Project and With Project conditions, a project related impact exists at this location. The Project impacts and mitigations are discussed in Chapter 5.13, *Mitigation Measures*.

Post-2030 Cumulative With Project Peak Hour Link Analysis: All arterial segments that are deficient under daily conditions operate at an acceptable LOS in both peak hours, performing at LOS D or better. Since all segments operate at an acceptable peak hour LOS there are no significant project impacts, hence no mitigation measures are recommended for these facilities.

Post-2030 Cumulative With Project Intersection Analysis: Figures 5.13-46 and 5.13-47 graphically present the AM and PM Peak Hour Intersection ICU for deficient intersections for the Post-2030 Cumulative With Project scenario. When comparing the No Project and With Project scenarios, there are two additional intersections that are deficient, #141: Jamboree Road at Main Street, and #723: Main Street at Dyer Road (Segerstrom Avenue), both in the PM peak hour. Further discussion of specific impacts, mitigation, and fair-share cost analysis is addressed in Section 5.13.6, *Mitigation Measures*.

Post-2030 Cumulative With Project Freeway Mainline Analysis: The freeway mainline volumes (forecast using the ITAM 8.4 model), densities, and levels of service reflect the future potential deficiencies of each freeway segment. Figures 5.13-48 and 5.13-49 graphically depict the Post-2030 Cumulative With Project freeway and ramp deficiencies. According to the analysis, the following segments are forecast to operate at LOS E or F. When compared to the No Project scenario, there is one additional deficiency under AM peak hour conditions, and one additional deficiency under PM peak hour conditions. The methodology for determining the deficiencies on freeway ramps is consistent with that used for previously studied scenarios. When compared to the Post-2030 No Project scenario, there are two additional deficiencies under the With Project conditions: I-405 Northbound Off-Ramp to Culver Drive and the SR-55 Southbound Loop On-Ramp from MacArthur Boulevard. Impacted locations and mitigation strategies are discussed in Chapter 5.13, *Mitigation Measures*.

Reference: RDEIR § 5.13; Appendix N (Traffic Study).

1. Environmental Impact: The Proposed Project would not increase hazards due to a design feature or incompatible uses. The City of Irvine Transportation Design Procedures (TDP) establish uniform policies and procedures for reviewing traffic plans in the City. These procedures are used to evaluate the roadway design features that may be impacted by future projects pursuant to the proposed IBC Vision Plan and Mixed-Use Overlay Zoning Code. For those criteria that are traffic-volume dependent, (i.e., evaluation of the project driveway) evaluation is based in the existing plus project condition. Since the City has adopted roadway

design standards that would preclude the construction of any unsafe features, no increased hazards are anticipated.

Finding: The project would not create significant traffic hazard impacts, and no mitigation measures are required. Cal. Pub. Res. Code § 21081; CEQA Guidelines § 15091.

Facts in Support of Finding: With implementation of the existing City Transportation Design Procedures, developments considered for approval under the proposed IBC Vision Plan, and improvements to roadways made pursuant to the IBC Vision Plan, would not create significant traffic hazard impacts.

Mitigation Measures: Traffic hazard impacts would be less than significant, and no mitigation measures are required.

Reference: RDEIR § 5.13

2. Environmental Impact: Adequate parking would be provided for the Proposed Project. Future development pursuant to the IBC Vision Plan and Mixed-Use Overlay Zoning Code will be required to provide adequate parking, on-site, in accordance with the City of Irvine Zoning Ordinance standards.

Finding: The project would not result in significant parking impacts, and no mitigation measures are required. Cal. Pub. Res. Code § 21081; CEQA Guidelines § 15091.

Facts in Support of Finding: Compliance with the City of Irvine's Zoning Ordinance parking standards would avoid substantial adverse parking impacts.

Mitigation Measures: Parking impacts would be less than significant, and no mitigation measures are required.

Reference: RDEIR § 5.13.

3. Environmental Impact: The Proposed Project would comply with adopted policies, plans, and programs for alternative transportation.

Public Transit The City of Irvine began operating the *i* Shuttle in June 2008, with two routes connecting the Tustin Metrolink Station to various parts of the IBC; the *i* Shuttle is intended to provide transportation both within and to and from the IBC.

Bicycle Facilities The IBC Vision Plan would provide linkages to the City regional bicycle trail system. Bicycle lanes are proposed along parts of several roadways in the IBC. Furthermore, the sidewalk system would be shared with pedestrians and bicycles.

Pedestrian Facilities the IBC Vision Plan creates funding mechanisms to provide for the implementation of community-orientated pedestrian infrastructure improvements to increase walkability in the IBC. Improvements would include new streets to reduce the size of City blocks to a pedestrian scale; pedestrian paseos to connect to the arterials at key locations; new sidewalks in places now lacking sidewalks; and several pedestrian bridges. A Creekwalk system is also envisioned adjacent to the San Diego Creek to provide a trail to connect the Great Park from the IBC and the Civic Center.

Finding: The Proposed Project would not have substantial adverse impacts to policies, plans, and programs for alternative transportation, and no mitigation measures are required. Cal. Pub. Res. Code § 21081; CEQA Guidelines § 15091.

Facts in Support of Finding: The project would develop high-density housing within an area being served by at least two modes of transit. On June 9, 2008, **The i Shuttle**, which is operated by the City of Irvine and designed for the IBC community, began operating. The shuttle allows residents and employees to have an alternative way to commute to jobs and locations throughout the IBC. The shuttle offers two routes to accommodate residents and employees traveling within the area and to and from the IBC (see Figure 4-2, **The i Shuttle** Route). Route A connects the Tustin Metrolink Station to the JWA via Von Karman Avenue. Route B connects the Tustin Metrolink Station to the heart of the IBC via Jamboree Road and Michelson Drive. Therefore, the project would facilitate walking and non-vehicular travel to a greater extent than would be the case for similar development in outlying areas without extensive transit availability. In addition, the high-density development would include a greater number of potential residents that could potentially utilize or engage in alternative modes of travel than in a lower density development on the project site.

The IBC Vision Plan creates funding mechanisms to provide for the implementation of community-orientated pedestrian infrastructure improvements to increase walkability in the IBC. New streets incorporated into the IBC would reduce the size of the City blocks to a pedestrian scale and pedestrian paseos would connect to the arterials at key locations. In addition, many of the streets in the IBC currently do not have sidewalks. The sidewalk improvement program will be expanded to provide connectivity, incorporate several new pedestrian bridges, and many existing sidewalks would be moved away from the curb into the setback area. Creekwalk system is also envisioned adjacent to the San Diego Creek to provide a trail to connect the Great Park from the IBC and the Civic Center.

The IBC Vision Plan would provide linkages to the City regional bicycle trail system. Currently continuous on-street bicycle lanes exist only along Main Street. Bicycle lanes are proposed along parts of Jamboree Road, Red Hill Avenue, Von Karman Avenue, Michelson Avenue, Carlson Avenue, Barranca Parkway, and Alton Parkway. Furthermore, the sidewalk system would be shared with pedestrians and bicycles. As part of the Vision Plan, bicycle

connections to the San Marco Park, adjacent to the San Diego Creek, would be improved with a new pedestrian bridge.

Mitigation Measures: Project impacts to alternative transportation would be less than significant, and no mitigation measures are required.

Reference: RDEIR § 5.13.

4. Environmental Impact: Cumulative Impacts (Traffic)

The analysis of traffic impacts above under Impact M.1 included analysis of cumulative as well as project-related impacts. Therefore, the findings, mitigation measures, and facts in support of findings under M.1 above apply to cumulative impacts.

N. Utilities/Service Systems

1. Environmental Impact: There are adequate water supply and delivery systems to meet project requirements. As discussed in Section 5.14, a Water Supply Assessment (WSA) was prepared by IRWD for the Project and found that there is a sufficient supply capacity for both potable and nonpotable water to accommodate full buildout through 2028, upon completion of under development supplies. Additionally, through implementation of the Sub-Area Master Plan (SAMP) recommendations for the IBC, the water systems and facilities would adequately serve the Project.

Finding: The Proposed Project would not have substantial adverse impacts to water supplies or infrastructure. PPP 14-1 requires new development to use recycled water to reduce demand on potable water supplies. PPP 14-2 and 14-3 also reduce impacts to water supply. No mitigation measures are required. Cal. Pub. Res. Code § 21081; CEQA Guidelines § 15091.

Facts in Support of Finding: As described in Section 5.14 of the Draft EIR, the buildout of the IBC would result in an increase in water demand of approximately 3,176.3 acre-feet per year. A WSA has been prepared for the Project by IRWD, in accordance with the requirements of CEQA and California Water Code section 10910 et. seq. The Water Supply Assessment (WSA) is included as Appendix P in the RDEIR.

According to the WSA, there is sufficient supply capacity for both potable and nonpotable water to accommodate full buildout through 2028, upon completion of under development supplies. IRWD's estimates are very conservative because the WSA assumes a 20,000 residential unit cap in the IBC. The Proposed Project has a maximum dwelling unit cap of 15,000, and a total of 1,191 density bonus units allowable in accordance with state law, for a total of 16,191 units.

In accordance with IRWD requirements, each redevelopment project must provide a fire flow analysis. If the fire flow analysis identifies any deficiencies, the developer would be responsible for any water system improvements associated with the redevelopment project required to rectify the deficiencies and meet IRWD fire flow requirements (PPP 14-3).

As part of the SAMP, a hydraulic model was constructed to perform hydraulic analysis of the existing and future potable systems. The SAMP analyzed a total of 19,552 dwelling units in the IBC, consisting of 14,552 redevelopment projects and the additional 5,000 units. The nonpotable water system improvements are only for new nonpotable water lines that are to be installed as the IBC develops. Through its SAMP, IRWD has identified areas in need of improvement and has determined the cost of domestic and nonpotable water system improvements. IRWD will fund 100 percent of potable water system improvements and approximately 97 percent of nonpotable water system improvements, with developer contributions totaling a little over \$100,000 for site specific, nonregional transmission line improvements,. Through the use of its WRMP and SAMP, the IRWD will determine the each project's fair share costs and connection fees associated with servicing their project site (PPP 14-2). Through the use of its WRMP and SAMP, and water connection districts, the IRWD will determine each project's improvements and connection fees associated with servicing their individual project site. Upon implementation of PPP 14-1 through 14-3, impacts will be less than significant.

Mitigation Measures: No mitigation is required.

Reference: RDEIR § 5-14; Water Supply Assessment (Appendix P in the RDEIR).

2. Environmental Impact: Cumulative Impacts (Project Water Demands). As discussed in Section 5.14 of the Draft EIR, presuming future development is generally consistent with existing general plans; IRWD does not anticipate any problems supplying water to any current or future development in the City.

Finding: The Project will have no substantial adverse impacts to water supply and the delivery systems. No mitigation is required. Cal. Pub. Res. Code § 21081; CEQA Guidelines § 15091.

Facts in Support of Finding: The total water supplies available to IRWD during the MWD Allocation condition, Normal-, Single Dry-, and Multiple Dry-Year conditions within a 20-year projection will meet the projected water demand of the project and of existing and other planned future uses, including, but not limited to, residential, industrial, and commercial uses. IRWD supply and facilities planning is consistent with the general plans of the land use jurisdictions overlying IRWD. Consequently, presuming future development is generally consistent with existing general plans; IRWD does not anticipate any problems supplying water

to any current or future development in the City of Irvine. Therefore, the Proposed Project's demand for water services would not be cumulatively considerable.

Mitigation Measures: No mitigation is required.

Reference: RDEIR § 5-14; Water Supply Assessment (Appendix P in the RDEIR).

3. Environmental Impacts: Project-generated wastewater could be adequately treated by the wastewater service provider for the project. As discussed in Section 5.14 of the Draft EIR, through implementation of the SAMP recommendations and existing regulations, the project-generated wastewater could be adequately treated and impacts would be less than significant.

Finding: The Project will have no substantial adverse impact on wastewater treatment requirements of the applicable Regional Water Quality Control Board. PDF 14-2 would require payment of developer fees to expansion. No mitigation is required. Cal. Pub. Res. Code § 21081; CEQA Guidelines § 15091.

Facts in Support of Finding: Wastewater generation factors, stated in the SAMP, were used to estimate wastewater flow for IBC properties, based on land use. In order to evaluate the conformance of the existing wastewater collection system by land use under current and future (redeveloped) wastewater flows, a hydraulic model was developed. The hydraulic model was developed using H20MAP Software for extended-period simulation of wastewater flows over a 24-hour period. The boundary of the IBC system was examined to identify any inflow/outflow and thereby define the model boundary conditions. The only flow into the IBC taken into account was the Main Street Interceptor flow into the eastern boundary of the IBC at the intersection of Main Street and the San Diego Creek Channel.

The hydraulic analysis for future redeveloped conditions (14,552 units in the IBC) identified the wastewater system deficiencies during of maximum-day conditions include pipe segments that did not meet capacity and maximum velocity criteria (minimum slope deficiencies are the same as existing conditions). The wastewater collection system deficiencies are based on the capacity criteria, which are based on the peak flow conditions during maximum day of the year. Although these deficiencies were considered worst-case scenarios, the SAMP recommends improvements to four pipes outside of the Proposed Project area. Upon implementation of PPP 14-2, impacts will be less than significant.

Mitigation Measures: No mitigation is required.

Reference: RDEIR § 5-14.

4. Environmental Impacts: Cumulative Impacts (Wastewater). As discussed in Section 5.14 of the Draft EIR, cumulative impacts to the wastewater system would be less than significant.

Finding: No significant cumulative adverse impacts to wastewater are anticipated. (Public Resources Code § 21081(a)(1), Guidelines § 15091(a)(1)).

Facts in Support of Finding: Implementation of the Proposed Project may require expanded water facilities, including upsizing of some wastewater and nonpotable water pipe segments. However, the project would not result in a significant impact related to the construction of expanded water facilities. While development in the IBC will increase sewer demand and impact capacity and flow, IRWD has sufficient planned sewer capacity to accommodate the increase in demand. Through the SAMP, IRWD has identified areas in need of improvement and has determined the cost of wastewater improvements. IRWD will fund approximately 97 percent of the wastewater system, with developer contributions totaling a little over \$100,000 for site specific, nonregional transmission line improvements, if necessary. Through the SAMP process, it has been demonstrated that the sewer collection and treatment system would meet project demand for wastewater service. Additionally, the long-range planning efforts of IRWD take into account current and Proposed Projects to eliminate the potential for cumulative impacts. Therefore, the Proposed Project's demand for potable, nonpotable, and wastewater collection and treatment services would not be cumulatively considerable.

Mitigation Measures: No mitigation is required.

Reference: RDEIR § 5-14.

5. Environmental Impacts: Existing facilities would be able to accommodate project-generated solid waste and comply with related solid waste regulations. As discussed in Section 5.14, anticipated increases in solid waste generation resulting from the implementation of the Project are not anticipated to exceed the current capacity. Therefore, the Project's impacts on solid waste disposal capacity are less than significant.

Finding: The Project is not anticipated to have any substantial adverse impacts on landfill capacity. PPP 14-4 would require applicants for new development project to indicate the location of receptacles for solid waste and recycling on site plans. No mitigation is required. Cal. Pub. Res. Code § 21081; CEQA Guidelines § 15091.

Facts in Support of Finding: Development of the Proposed Project would increase the service demand for solid waste disposal beyond existing conditions and would provide more solid waste to the Bowerman Landfill in Irvine. The additional 6,745 residential units planned for the IBC, would generate approximately 8,249 pounds per day (ppd) or 4 tons per day (tpd). The

remaining nonresidential buildout potential would be 6,380,955 square feet, which would generate an additional 79,329 ppd or 40 tpd (431,089 square feet of retail and 5,949,866 square feet of office and industrial). The project would generate a total of 44 tpd. The rate of disposal for the landfill serving the project area is 8,500 tpd. Therefore, the Orange County Integrated Waste Management District can accommodate the project and impacts would be less than significant.

Mitigation Measures: No mitigation is required.

Reference: RDEIR § 5-14.

6. Environmental Impacts: Cumulative Impacts (Solid Waste). As discussed in Section 5.14 of the Draft EIR, there is adequate capacity in Orange County landfills to accommodate the Project and other cumulative projects in the area.

Finding: The Project will have no substantial cumulative adverse impacts on solid waste disposal. No mitigation is required. Cal. Pub. Res. Code § 21081; CEQA Guidelines § 15091.

Facts in Support of Finding: The Proposed Project, in combination with other projects in the county, would increase demand for landfills and solid waste services for the County of Orange. Total waste generation from the IBC at buildout is estimated to be approximately 766,370 ppd or 383 tpd (1,648,932 square feet retail, 49,250,486 square feet office/industrial, and 16,191 residential units). However, the Orange County Landfill system is required to have available disposal capacity for a projected period of 15 years. The Orange County Landfill System has demonstrated this capacity and regularly imports solid waste from Los Angeles County. The Orange County Integrated Waste Management District can accommodate the project specifically and cumulatively. Therefore, the project-related demand would not be cumulatively considerable.

Mitigation Measures: No mitigation is required.

Reference: RDEIR § 5-14.

7. Environmental Impacts: Existing and/or proposed facilities would be able to accommodate project-generated utility demands. As discussed in Section 5.14, there would be an increase in demand for services as a result of buildout of the project, however, implementation of regulatory requirements and standard conditions of approval would lessen the impact to less than significant.

Finding: The Project will have no substantial cumulative adverse impacts on solid waste disposal. New development project to comply with the most recent Title 24 requirements (PPP 14-5). No mitigation is required. Cal. Pub. Res. Code § 21081; CEQA Guidelines § 15091.

Facts in Support of Finding: The primary demand for electricity, gas, and communications within the project area will be the additional 6,475 residential units and 6,863,621 square feet of nonresidential square development. At buildout the IBC would generate a demand for 1,241,351 Gwh/year of electricity. Demand for energy and natural gas service would be accommodated by the service providers. New facilities to support the demand for electric service in the IBC would be constructed by SCE in accordance with the demand for new service. In addition, new structures within the IBC would be built in accordance with all State Energy Insulation Standards and City of Irvine codes in effect at the time of application for building permits (PPP 14-5). Consequently, SCE would be able to supply electricity to meet the demand for electricity the IBC.

Additional residential units would increase the demand for television and cable services. Additional facilities would be necessary to accommodate the additional residential units, such as new cabling, node locations, and power supplies. To provide service future residential development, enhancement and/or extensions of existing facilities near project sites would be required. Construction of the necessary improvements and/or extensions creates the potential for additional impacts such as dust, noise, and air emissions. The potential impacts associated with the construction of communication facilities are accounted for in other sections of the RDEIR (Sections 5.1 through 5.15). Any applicable mitigation measures identified in those sections will address potential significant impacts associated with construction of public utilities (in particular see Sections 5.2 Air Quality, 5.9 Noise, and 5.13 Traffic). Therefore, through consistent implementation of a variety of mitigation measures related to construction impacts, no additional impacts related to construction and operation of the facilities would occur. Therefore, no substantial physical impacts are anticipated.

there is already telephone service in the project area and telephone facilities can be upgraded without any significant impact on the environment.

Mitigation Measures: No mitigation is required.

Reference: RDEIR § 5-14; Appendix M (Public Service Correspondence).

8. Environmental Impacts: Cumulative Impacts. As discussed in Section 5.14, Cumulative development in the project area as projected from buildout of the project would not have an adverse affect and would not be cumulatively considerable.

Finding: The Project will have no substantial adverse cumulative impact on the ability to service the area. No mitigation is required. Cal. Pub. Res. Code § 21081; CEQA Guidelines § 15091.

Facts in Support of Finding: According to the California Energy Commission (CEC) energy use in the state is growth at 1.25 percent per year and peak demand is growing at 1.35

percent per year (CEC 2008). Around 2010, the majority of consumers in the state will have meters that can measure electricity use, and in some cases natural gas use, every 15 minutes or at least every hour. In addition, many utility companies offer incentives for recycling older inefficient air conditioners. In addition, the CEC is working to develop dynamic pricing tariffs to reduce demand for electricity at peak periods (CEC 2008). According to SCE, the electrical loads of the project are within parameters of projected load growth which SCE is planning to meet in this area.

Cumulative development in the project area as projected from buildout of the project would increase natural gas consumption. Based on present conditions of gas supply and regulatory policies, there are no significant impacts to gas services anticipated at this time; therefore the project-related demand for natural gas would not be cumulatively considerable.

Cox, AT&T, and Verizon would be able to accommodate the needs for telephone, internet, wireless, and cable service for this project and other projects in the area. No adverse impacts on the ability to service the area would result.

Mitigation Measures: No mitigation is required.

Reference: RDEIR § 5-14.

O. Global Climate Change

1. Environmental Impacts: Project-related greenhouse gas emissions could significantly contribute to global climate change impacts or conflict with the CARB-Adopted Scoping Plan. The development contemplated by the Proposed Project would contribute to global climate change through direct emissions of GHG from on-site area sources, off-site energy production required for on-site activities, and vehicle trips generated by the project. However, the project will not conflict with the CARB-Adopted Scoping Plan and implementation of the PPPs and PDFs would lessen the impact to less than significant. Because the project's GHG emissions were considered less than significant with incorporation of the PPPs and PDFs, the project's GHG emissions and contribution to global climate change impacts are considered less than cumulatively considerable and therefore also less than significant.

Finding: Project-related GHG emissions would not be cumulatively considerable. PPP 15-1 through 15-16 and PDF 15-1 through PDF 15-15 would reduce impacts related to GHG emissions. No mitigation is required. Cal. Pub. Res. Code § 21081; CEQA Guidelines § 15091.

Facts in Support of Finding: The City's greenhouse gas (GHG) reduction target for the IBC Vision Plan is a zero net increase in GHG emissions from existing conditions for transportation and nontransportation sources. In accordance with CEQA Guidelines, a net zero increase in GHG emissions would clearly indicate that no significant impacts would occur as

Section 15064.4(b)(1) is not intended to imply a zero net emissions threshold of significance. Federal and State strategies would result in GHG emissions at Post-2030 buildout that would achieve the zero net increase GHG target. However, nontransportation sources would exceed the City's zero net increase target for nontransportation sources by 40,157 metric tons (MTons). However, Citywide PPPs and PDFs listed in Table 5.15-6 of the RDEIR (PDF 15-10, PPP 15-9, PPP 15-11, PDF 15-7, PPP 15-10, PPP 15-16, PDF 15-14, PDF 15-15, PPP 15-1, and PPP 15-13) would reduce GHG emissions by 131,182 MTons. Consequently, nontransportation emissions would be offset by the Citywide GHG strategies for the IBC Vision Plan. As a result of Federal, State, and Citywide GHG reduction strategies, the IBC Vision Plan would generate approximately 17 percent less GHG emissions than existing conditions.

With incorporation of the PPP 15-1 through 15-16 and PDFs 15-1 through 15-15 identified above, the impact would be less than significant.

Mitigation Measure: No mitigation is required.

Reference: RDEIR § 5-15. Appendix P (Global Climate Change Technical Report).

2. Environmental Impacts: Cumulative Impacts.

As described under Impact 5.15-1, project-related GHG emissions are not confined to a particular air basin but are dispersed worldwide. Therefore, impacts identified under Impact 5.15-1 are not project-specific impacts to global warming but the project's contribution to this cumulative impact. Because the project's GHG emissions were considered less than significant with incorporation of the PPPs and PDFs, the project's GHG emissions and contribution to global climate change impacts are considered less than cumulatively considerable and therefore also less than significant.

Mitigation Measure: No mitigation is required.

Reference: RDEIR § 5-15.

VII.

FINDINGS REGARDING ALTERNATIVES

Because the Proposed Project will cause unavoidable significant environmental effects related to air quality, noise, and traffic, the City must consider the feasibility of any environmentally superior alternative to the Proposed Project, evaluating whether these alternatives could avoid or substantially lessen the unavoidable significant environmental effects while achieving most of the objectives of the Proposed Project. The FEIR evaluated four alternatives to the Project and evaluated the feasibility of each of the alternatives in light of the Project objectives and other considerations. As described in Section 2.2 of the FEIR, the specific objectives of the Proposed Project are as follows:

- (1) Provide for the on going development of the IBC consistent with the City's General Plan Urban and Industrial land use designations and the City's adopted Vision Plan Goals, which are:
 - Protect the existing job base.
 - Develop mixed-use cores.
 - Provide transportation, pedestrian, and visual connectivity.
 - Create usable open space.
 - Develop safe, well-designed neighborhoods.
- (2) Provide additional housing opportunities near existing employment centers, consistent with the City's General Plan Land Use and Housing Elements.
- (3) Provide residential uses near existing employment centers, retail and entertainment uses, and transportation facilities consistent with the goals of the Southern California Association of Governments' Regional Comprehensive Plan and Compass Blueprint.
- (4) Provide residential development in areas of the IBC where adequate supporting uses and public services and facilities are provided, consistent with the City's General Plan Land Use Element.
- (5) Contribute to the development of mixed-use cores by incorporating residential, office, and commercial/retail uses into existing areas of nearby community facilities, retail goods and services, and restaurants to enhance the IBC's overall mixed-use urban character and reduce vehicle miles traveled in the South Coast Air Basin.

- (6) Provide neighborhood level amenities to serve the level of mixed-use development envisioned by the City's General Plan and IBC Vision Plan.
- (7) Incorporate sustainable provisions into implementation of the IBC Vision Plan.
- (8) Identify and pursue opportunities for open space areas that serve the recreational needs of IBC residents and employees.

The alternatives presented in the FEIR 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 and Rejected During the Scoping/Project Planning Process

Four alternatives were considered and rejected during the scoping/project planning process: Alternative project sites; No Project/No Development alternative; Limited Residential Development alternative; and Reduced Urban Neighborhood alternative.

1. Alternative Project Sites

CEQA requires that the discussion of alternatives focus on alternatives to the project or its location, which are capable of avoiding or substantially lessening any significant effects of the project. The key question and first step in the analysis is whether any of the significant effects of the project would be avoided or substantially lessened by putting the project in another location. Only locations that would avoid or substantially lessen any of the significant effects of the project need be considered for inclusion in the EIR. (CEQA Guidelines Section 15126.6(f)(2)(A)). In general, any development of the size and type proposed by the Project would have substantially the same short-term impacts on air quality and noise. The Proposed Project did not result in any significant unavoidable impacts related to aesthetics, agricultural resources, biological resources, cultural resources, geology/soils, hazards and hazardous materials, hydrology/water quality, land use and planning, mineral resources, population and housing, public services, recreation, utilities and service systems, or global climate change. Given the sites' central location near major employment centers and surrounded by existing infrastructure, it is unlikely that any alternative site would have lesser impacts on air quality, population and housing, land use/planning, traffic, and utilities service systems, and global climate change.

Where a previous document has sufficiently analyzed a range of reasonable alternative locations and environmental impacts for projects with the same basic purpose, the lead agency should review the previous document. The EIR may rely on the previous document to help it assess the feasibility of potential project alternatives to the extent the circumstances remain

substantially the same as they relate to the alternative. (CEQA Guidelines Section 15126.6(f)(2)(C)).

The Open Space Initiative and subsequent GPA 16 preserve important conservation and open space resources through a program that consolidates large, contiguous open space areas under public ownership by permitting development to occur in other areas of the City deemed to be of lesser open space value. As a result, the only remaining alternative sites within the jurisdiction of the City are already planned for development, such as Planning Areas 1, 18, and 39 which are entitled for residential uses, or consist of existing or future open space preservation areas (i.e., Implementation Districts), which GPA 16 determined were most appropriate for preservation. Overall, development of these preservation areas would result in significantly greater environmental impacts than the Proposed Project and would therefore not meet the CEQA criteria for an alternatives analysis. In addition, most of the land within the Implementation Districts are also subject to the Natural Communities Conservation Plan (NCCP)/Habitat Conservation Plan (HCP) for the Central-Coastal Subregion and are not otherwise available for development.

As the California Supreme Court indicated in *Citizens of Goleta Valley v. Board of Supervisors*, 52 Cal. 3d 553 (1990):

The general plan has been aptly described as the "constitution for all future developments" within the city or county..." [T]he propriety of virtually any local decision affecting land use and development depends upon consistency with the applicable general plan and its elements."... "To be sure, the general plan is not immutable, far from it. But it may not be trifled with lightly, as the limitation on the number of amendments to the general plan in any calendar year attests." (Goleta, at 570-571)

... Moreover, in some circumstances, an EIR may consider alternatives requiring a site-specific amendment of the general plan. However, an EIR is not ordinarily an occasion for the reconsideration or overhaul of fundamental land use policy. (Goleta, at 573)

Consistent with the Supreme Court's interpretation of the role of the General Plan in framing CEQA alternatives analysis, and in consideration of the Open Space Initiative and subsequent GPA 16, and the NCCP/HCP for the Central-Coastal Subregion, no alternative sites within the jurisdiction of the City are considered to be feasible alternatives to the Proposed Project, since they would not reduce the environmental impacts associated with the project. In addition, the mixed-use opportunities within the IBC are directly related to its location adjacent to major transportation facilities, including the I-405, SR-55, and JWA. In addition, the IBC is currently home to approximately 90,000 jobs, making it one of the largest employment centers in southern California. As a result, the development of high-density residential units in another

location would not offer the same reductions in vehicle miles travelled, and the associated environmental benefits of reduced air quality, noise, and global climate change impacts. Therefore, there are no available alternative sites which could accommodate the Proposed Project.

2. No Project/No Development Alternative

The No Project/No Development Alternative would prohibit all new development, restricting urban growth to its current extent. This alternative assumes that no additional development and growth within the Planning Area would occur beyond what is already approved. Buildout of the IBC under this alternative would consist of 9,446 dwelling units and 42,771,000 square feet of non-residential intensity. Total population in the IBC at buildout would be approximately 12,280 residents and employment would remain at existing levels, which is approximately 90,000 jobs. Some minor population and employment growth could occur within the IBC, to the extent that existing residential units or buildings and projects that have already been approved could accommodate additional growth. None of the impacts of the Proposed Project would result. Future conditions within the IBC, except for the impacts of regional growth, would generally be the same as existing conditions, which were described in the environmental setting section for each environmental topic.

Development under this alternative would not expand mixed use development in the IBC and improve the jobs/housing balance of the region potentially reducing the number of vehicle miles travelled in the South Coast Air Basin. Further, this alternative would not result in the construction of transportation improvements identified in the Proposed Project. However, regional traffic growth would still occur, resulting in the potential for traffic impacts that would otherwise be mitigated by the Proposed Project. It should also be noted that this Alternative would not achieve any of the objectives established for the project. In addition, this Alternative eliminates the existing entitlements and allowable development intensity for the IBC and is therefore, not considered feasible. As a result, this Alternative has been rejected from further consideration.

3. Limited Residential Development Alternative

As described in Section 5.2, the Proposed Project would result in significant long-term air quality impacts based on exceedance of SCAQMD's threshold criteria. The purpose of the Limited Residential Development Alternative is to avoid potential long-term operational air quality impacts. Using the URBEMIS 2007 Air Quality Computer Model, it was determined that up to 650 condominium/apartment units could be developed in the IBC without exceeding SCAQMD's threshold criteria. No additional nonresidential development could occur under this scenario.

Development under this alternative would not expand mixed-use development in the IBC and would improve the jobs/housing balance of the region, potentially reducing the number of vehicle miles travelled in the South Coast Air Basin. Further, this alternative would not result in the construction of transportation improvements identified in the Proposed Project. However, regional traffic growth would still occur, resulting in the potential for traffic impacts that would otherwise be mitigated by the Proposed Project. It should also be noted that this Alternative would not achieve any of the objectives established for the project. In particular, this Alternative would likely preclude the City from achieving their Regional Housing Needs Assessment (RHNA) allocation of 35,660 units for the 2006 to 2014 planning period. The City's proposed Housing Element has identified the IBC as an area for potential very-low, low, and moderate income units, which would be precluded by this Alternative. In addition, this Alternative eliminates the existing entitlements and allowable development intensity for the IBC and is therefore, not considered feasible. As a result, this Alternative has been rejected from further consideration.

4. Reduced Urban Neighborhood Alternative

The previously released Draft EIR included a Reduced Urban Neighborhood Alternative. Under this alternative, the overall intensity as measured under the current zoning code would remain the same as the Proposed Project; however, the potential 4,158 residential units would only be located north of I-405. Additionally, all of the 2,587 pending units—except for Martin Street Condominiums project and Irvine Technology Center project, which total 1,082 units—would be located north of I-405. The objective of this Alternative is to reduce potential hazards and hazardous materials impacts and land use and planning impacts. Since release of the previous Draft EIR, the City of Irvine has revised the Proposed Project so that the previous Reduced Urban Neighborhood Alternative is now the Proposed Project as analyzed in this RDEIR. As a result, this alternative has been removed from the alternatives analysis.

B. Alternatives Selected for Further Analysis

As discussed in Section 6.6 of the FEIR, the following four alternatives were determined to represent a reasonable range of alternatives which have the potential to feasibly attain most of the basic Project objectives and which may avoid or substantially lessen any of the significant impacts of the Proposed Project: (1) No Project/Existing General Plan Alternative, (2) Reduced Intensity Alternative, (3) Increased Residential (20,000 du) Alternative, and (4) Increased Residential (25,000 du) Alternative. Each of the six alternatives is discussed below, including a comparison of the merits of each alternative in relation to the Project objectives and the impacts of each alternative in relation to the Proposed Project. In addition, as required by CEQA, where an alternative has been identified as an “environmentally superior alternative” this has been noted.

1. No Project/Existing General Plan Alternative

Description: In this alternative the existing General Plan would continue to guide development of the IBC into the future. The current City of Irvine General Plan and Zoning Ordinance designate the area as Urban and Industrial and 5.1 IBC Multi-Use, respectively. Under the No-Project/Existing General Plan Alternative, buildout of the IBC would include a total of 9,455 residential units, 53,125,389 square feet of non-residential uses, and 3,106 hotel rooms. Under the No-Project/General Plan Alternative, only 2,552 additional dwelling units, which have already been approved, would be developed. A buildout potential of 10,354,389 square feet of non-residential uses would remain. This alternative would only include the traffic improvements identified in the current IBC Fee Program since the proposed update to the IBC Fee Program to include neighborhood level amenities would not occur. Under this alternative, the IBC would have a jobs/housing ratio of 11.63 at buildout.

Finding: The City finds that specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make the No Project/Existing General Plan Alternative infeasible. (Public Resources Code § 21081(a)(3), Guidelines § 15091(a)(3)).

Facts in Support of Finding:

a. The No-Project/Existing General Plan Alternative would reduce impacts associated with biological resources, hazards and hazardous materials, land use/planning, public services, recreation, and utilities and services. However, this alternative would have greater air quality, population and housing and global climate change impacts. All other impact categories would generally be the same as the Proposed Project. Although some impacts would be reduced, this alternative would still result in significant air quality, noise, and traffic impacts. Unlike the Proposed Project, the need for a general plan amendment and zone change would not be necessary.

b. Under the No Project/Existing General Plan Alternative, total trips generated by development within the IBC would decrease slightly from 697,308 per day to 672,309, resulting in similar local air quality impacts. However, the No Project/Existing General Plan Alternative is estimated to increase VMT within the City from 16,704,433 VMT per day to 16,797,545 VMT per day, for an increase of 93,112 VMT. According to the GHG emissions analysis conducted by CTG Energetics, buildout of the No Project/Existing General Plan would generate a total of 845,577 MTons of GHG emissions at buildout with PPPs and PDFs; however, buildout of the proposed General Plan would generate 668,671 MTons at buildout with PPPs and PDFs.

c. Buildout under the existing General Plan would result in 9,857 fewer residents and 7,583 fewer dwelling units than buildout conditions under the Proposed Project. Under this Alternative, the jobs/housing balance in the City at buildout would worsen from 5.98 to 11.63

and fewer housing units would be provided near existing employment centers in the IBC. By comparison, the Proposed Project allows for the development of a wide range of housing opportunities in close proximity to regional employment and activity centers in the IBC.

d. Although environmentally superior for some environmental impact categories, this alternative would not meet any of the objectives of the Proposed Project. It would not provide additional housing opportunities in close proximity to existing employment centers, retail and entertainment uses, and transportation facilities and would not promote the objectives of the City's long-range goals for the IBC which include development of a dynamic mixed-use environment, additional housing opportunities in proximity to existing employment centers consistent with SCAG's RCP and Compass Blueprint policies, reducing vehicle miles travelled within the South Coast Air Basin (SoCAB), and the provision of neighborhood level amenities to serve the level of mixed-use development envisioned by the City's General Plan and IBC Vision Plan.

Reference: RDEIR §§ 7.4, 7.4.16

2. Reduced Intensity Alternative

Description: This alternative would reduce overall intensity within the project area by limiting future residential growth to approved and pending projects and limiting non-residential square footage to 48,787,662 square feet, the same as the Proposed Project. As a result, the Reduced Intensity Alternative includes a total of 11,705 dwelling units, 48,787,662 square feet of non-residential uses and 3,478 hotel rooms. Under the Reduced Intensity Alternative there would be a remaining buildout potential of 2,250 dwelling units (in addition to the 9,455 units that are existing, under construction, or approved) and 6,016,662 square feet of non-residential uses. This alternative would result in overall reductions in development intensity within the IBC as compared to the existing General Plan. This Alternative was developed to reduce the air quality, noise, and traffic impacts of the project. All other components of the project would remain the same. Under this alternative, the IBC would have a jobs/housing ratio of 8.70 at buildout.

Finding: The City finds that specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make the Reduced Intensity Alternative infeasible. (Public Resources Code § 21081(a)(3), Guidelines § 15091(a)(3)).

Facts in Support of Finding:

a. The Reduced Intensity Alternative would reduce impacts associated with air quality, hazards and hazardous materials, land use and planning, noise, public services, recreation, local traffic and utilities and services. However, this alternative would have greater population and

housing and global climate change impacts and increase regional VMT. All other impacts would be similar.

b. Although this alternative would lessen some environmental impacts, it would not avoid the significant environmental impacts to air quality, noise, or transportation/traffic. It would provide less housing opportunities in close proximity to existing employment centers, retail and entertainment uses, and transportation facilities and would not promote the objectives of the City's long-range goals for the IBC to the same extent as the Proposed Project. Most of the project objectives would be met, but not to the degree of the project. In addition, this alternative reduces overall allowable development intensity within the IBC below what is currently allowed and would impact existing entitlements.

Reference: RDEIR §§ 7.5, 7.5.16

3. Increased Residential (20,000) Alternative

Description: This alternative would increase residential intensity and reduce non-residential intensity within the project area. As a result, the Increased Residential (20,000 du) Alternative includes a total of 20,000 dwelling units (which would include the maximum allowable density bonus units under state law), 46,675,906 square feet of non-residential uses, and 3,478 hotel rooms. Under the Increased Residential (20,000 du) Alternative there would be a remaining buildout potential of 10,545 dwelling units (including bonus density units) and 3,904,906 square feet of non-residential uses. This alternative would maintain the current maximum buildout intensity within the IBC as measured under the current zoning code, although non-residential intensity would be reduced. The objective of this Alternative is to reduce regional VMT and associated air quality impacts by improving jobs/housing balance within the IBC and Orange County Subregion. All other components of the project would remain the same. Under this alternative, the IBC would have a jobs/housing ratio of 4.60 at buildout.

Finding: The City finds that specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly trained workers, make the Increased Residential (20,000) Alternative infeasible. (Public Resources Code § 21081(a)(3), Guidelines § 15091(a)(3)).

Facts in Support of Finding:

a. The Increased Residential (20,000 du) Alternative would reduce impacts associated with air quality, population and housing, and global climate change. However, this alternative would have greater impacts to hazards and hazardous materials, land use and planning, public services, recreation, transportation/traffic, and utilities and service systems. In addition, this alternative does not avoid any significant environmental impacts.

b. The increased residential development in this alternative could result in more conflicts with existing and future commercial land uses. Impacts to fire protection, law enforcement, and library services would also be greater under this alternative, since there would be more residential development at full buildout. Residential land uses result in more calls for fire and police service as compared to commercial/office development. In addition, the increase in residential units would result in increased water demand and waste-water treatment requirements since residential uses typically use more water and generate more wastewater,

c. This alternative would provide greater housing opportunities in close proximity to existing employment centers, retail and entertainment uses, and transportation facilities and would promote the objectives of the City's long-range goals for the IBC. Most of the project objectives would be met under this alternative. However, this Alternative would not protect the existing job base of the IBC to the same extent as the Proposed Project.

Reference: RDEIR §§ 7.6, 7.6.16.

4. Increased Residential (25,000) Alternative

Description: This alternative would convert nearly all of the remaining development intensity in the IBC to residential uses. Some non-residential intensity would remain to accommodate approved and pending non-residential projects. As a result, the Increased Residential (25,000 du) Alternative includes a total of 25,000 dwelling units (which would include the maximum allowable density bonus units under state law), 43,897,662 square feet of non-residential uses, and 3,478 hotel rooms. Under the Increased Residential (25,000 du) Alternative there would be a remaining buildout potential of 15,545 dwelling units (including density bonus units) and 1,126,662 square feet of non-residential uses. This alternative would maintain the current maximum buildout intensity within the IBC as measured by the current zoning code, although non-residential intensity would be reduced. The objective of this Alternative is to reduce regional VMT and associated air quality impacts. All other components of the project would remain the same. Under this alternative, the IBC would have a jobs/housing ratio of 3.50 at buildout.

Finding: The City finds that specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for

highly trained workers, make the No Project Alternative infeasible. (Public Resources Code § 21081(a)(3), Guidelines § 15091(a)(3)).

Facts in Support of Finding:

a. The Increased Residential (25,000 du) Alternative would reduce impacts associated with air quality, population and housing, and global climate change. However, this alternative would have greater impacts to hazards and hazardous materials, land use and planning, public services, recreation, and utilities and service systems. In addition, this alternative does not avoid any significant environmental impacts.

b. The increase in housing units, and decrease in non-residential uses, in this alternative would result in increased demands for fire protection, law enforcement, and library services; increased demand for park facilities; and increased demand for water and need for wastewater treatment.

c. This alternative would provide greater housing opportunities in close proximity to existing employment centers, retail and entertainment uses, and transportation facilities and would promote the objectives of the City's long-range goals for the IBC. Most of the project objectives would be met under this alternative. However, this Alternative would not protect the existing job base of the IBC to the same extent as the Proposed Project.

Reference: RDEIR §§ 7.7, 7.7.16.

VIII.
ENVIRONMENTAL ISSUES DETERMINED
NOT TO BE POTENTIALLY AFFECTED BY THE PROJECT

Based on the Project's Initial Study and responses to the Project's NOP, two environmental issues, Agricultural Resources and Mineral Resources, were determined by the City to be either inapplicable to the Project based upon the nature of the Project and/or the absence of any potential impact related to that issue or because the issue was potentially impacted to a degree that could clearly be seen to be less than significant and, therefore, not warranting further consideration in the FEIR. No substantial evidence has been presented to or identified by the City which would modify or otherwise alter the City's less-than-significant determinations for those environmental issues. Accordingly, the FEIR does not analyze potential impacts of the Project as to Agricultural Resources and Mineral Resources.

IX. FINDINGS REGARDING GROWTH INDUCING IMPACTS

Guidelines Section 15126.2(d) requires that an EIR: “Discuss the ways in which the Proposed Project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment.”

The Proposed Project would allow for an increase in total residential units within the IBC (Planning Area 36) from 9,455 units to 15,000 units. In addition, a total of 2,038 density bonus units would be allowed in accordance with State Law for a total 17,038 units. The increase in total allowed units would be 7,583, including 2,250 pending units and 5,333 units of potential future development. The current General Plan allows for 53,461,052 square feet of office equivalency in Planning Area 36. The total 7,538 additional new units (either potential or in process) remaining under the 15,000 unit cap would be offset by a reduction of 2,399,626 square feet of office square footage and 1,602,526 of industrial square footage (for a total of 4,002,152 square feet, or 2,887,307 square feet of office equivalency). Upon adoption of the IBC Vision Plan, the total nonresidential intensity allowed by the adopted General Plan would be 48,787,662 square feet. The Proposed Project would also increase the maximum number of hotel rooms allowed in the IBC by 372, from the existing limit of 3,106 to 3,478.

Although public service agencies would need to expand their services because of the Project in order to maintain desired levels of service, existing infrastructure is located within and near the Project site within either already developed projects or projects that are approved or planned for development. Therefore, the proposed expansion of public services to serve the Project Area would not encourage development in other areas beyond the Project boundary.

During Project construction, construction-related jobs would be created. This would be a direct, although temporary, growth inducing effect. In addition, as new homes are built and occupied, these new residents in the Project Area will create increased demand for goods and services which could encourage the creation of new businesses and/or the expansion of existing businesses to respond to this demand. Thus, the Project will have a growth inducing effect by encouraging or facilitating economic activity, although such indirect growth-inducing effects will be minimized due to the balanced nature of the land use plan.

The Project would not involve a precedent setting action that could be applied to other properties and thereby encourage or facilitate growth. The Project shifts intensities from other portions of the Planning Areas or other areas of the City, and does not increase the total number of residential units allowed under the General Plan. In addition, the Project is consistent with standard conditions of approval and/or mitigation measures adopted for the Project will ensure that subsequent development projects comply with all applicable City plans, policies, ordinances,

etc. Moreover, pressures to develop other land in the surrounding area would derive from regional economic conditions and market demands that are not directly influenced by zoning actions in a particular Planning Area.

X.
**FINDINGS REGARDING SIGNIFICANT IRREVERSIBLE ENVIRONMENTAL
CHANGES**

Guidelines Section 15126.2(c) indicates that “uses of nonrenewable resources during the initial and continued phases of the project may be irreversible since a large commitment of such resources makes removal or nonuse thereafter unlikely.” The Guidelines also indicate that “irretrievable commitments of resources should be evaluated to assure that such current consumption is justified.” The Project would allow construction activities that would use non-renewable or slowly renewable resources including lumber and other forest products, sand and gravel, asphalt, steel, copper, lead and other metals, and water. There would also be a commitment of social services and public maintenance services, such as police, fire, schools, libraries, water and sewer services. The City finds that the commitment of such resources would represent an incremental effect on the regional consumption of these commodities and that such consumption is justified.

XI. STATEMENT OF OVERRIDING CONSIDERATIONS

Pursuant to Public Resources Code Section 21081(b) and the Guidelines Section 15093, the City has balanced the benefits of the Proposed Project against the following unavoidable adverse impacts associated with the Proposed Project and has adopted all feasible mitigation measures with respect to these impacts: (1) Air Quality, (2) Noise, and (3) Transportation/Traffic. The City also has examined alternatives to the Proposed Project, none of which both meet the Project objectives and is environmentally preferable to the Proposed Project.

The City, after balancing the specific economic, legal, social, technological, and other benefits of the Proposed Project, has determined that the unavoidable adverse environmental impacts identified above may be considered “acceptable” due to the following specific considerations which, separately and in combination, outweigh the unavoidable, adverse environmental impacts of the Proposed Project. Each of the separate benefits of the Proposed Project, as stated herein, is determined to be, unto itself and independent of the other Project benefits, a basis for overriding all unavoidable adverse environmental impacts identified in these Findings. Project benefits include:

5. Provision of needed housing.

Housing growth within the State and the Southern California region has trailed population and employment growth rates for an extended period of time. In an effort to redress this mismatch between population and housing growth, State law now mandates that jurisdictions throughout California must plan to provide their fair share of regional housing needs. State law requires that each City must adopt a Housing Element to be included in the City’s General Plan to provide for the anticipated housing needs of the jurisdiction, and a Land Use Element which zones sufficient land for residential uses at an appropriate density to allow for the construction of the number of housing units which are specified in the plans contained in the Housing Element. In developing the number of housing units that are specified as the City’s planning goal in the City’s Housing Element of its General Plan, State law further provides that the City must consider the regional housing needs developed by the State of California and the allocation of these units to various jurisdictions by regional planning organizations. To this end, California’s Department of Housing and Community Development issues Regional Housing Need Allocation (RHNA) targets for each jurisdiction based on state and regional growth projections. Each jurisdiction must demonstrate in its Housing Element that it has made provisions in its General Plan for production of its fair share of regional housing needs for the 2006-2014 period. The City of Irvine’s 2006-2014 RHNA target is 35,660 units. The City of Irvine estimates that approximately 7,387 of its RHNA target units were built during 2006-2008, with the remaining 28,273 plus units to be completed by 2014.

The State's fair share housing program will issue updated RHNA targets every five years. Local jurisdictions must update their Housing Elements to demonstrate that they will produce enough housing to meet their RHNA targets for 2015-2025 and each successive 5-year period. The RHNA targets assigned by HCD will reflect state and regional growth forecasts and not necessarily local forecasts or general plans.

In order to meet the current RHNA targets the City will have to provide for an average of 5,655 housing units per year between 2010 and 2014. OCP-2006 projects that the City's housing stock will grow by 35,107 units between 2003 and 2035, or only 1,064 units per year, based on current General Plan designations. OCP-2006's projected average annual housing growth is only 19% of the current average annual RHNA goal. Given the City and Orange County's continued strong share of regional employment, the actual demand for housing will be likely to far exceed the OCP-2006 projection of the amount of housing "most likely" to be built during the 33-year period.

Given the likely demand and the fact that the post-2014 RHNA targets for the City are very likely to greatly exceed the number of units currently available under the City's existing General Plan, the City needs to designate more land for residential units within the City and its sphere. The City could accomplish this in several ways including through the recycling of existing employment- and revenue-generating uses to residential uses within the existing City boundaries; or through redevelopment of existing housing areas at higher densities within the existing City boundaries. Given the relatively recent vintage of Irvine's existing development, the first of these alternatives is the more feasible means of providing the projected fair share housing opportunities.

The Proposed Project contributes to the City's ability to meet its projected fair share housing production obligations in the 2006-2025 period, and helps insure a better long-term balance between jobs and housing within the City. In order to provide the amount of land necessary to produce the housing units that the City has established as its goal in the Housing Element and that the City expects will be required under the RHNA process, the City must develop adequate housing in each planning area to support growing employment opportunities and to meet the City's RHNA goal.

Reference: Irvine General Plan Housing Element Objective C-1 Policy (e); Land Use Element Objective A-4 Policy (c).

6. Improvement of the City's jobs/housing balance.

The Proposed Project contributes to a more balanced jobs/housing ratio consistent with both regional and City General Plan policies. The Proposed Project is located near existing transportation and transit facilities and within a major regional job concentrations and is

organized in a manner conducive to walking, biking and transit alternatives to automobile travel in accordance with Southern California Association of Governments (SCAG) policies. The location of the Proposed Project in an area already developed with employment opportunities, roads, transit access, and utilities further contributes to providing more affordable housing opportunities for workers within the City, rather than trying to satisfy the City's housing needs in more isolated locations without transportation and transit access or proximity to jobs, or on more difficult terrain that requires expensive construction techniques. These siting advantages will provide fiscal balance between employment, retail and residential uses; lower housing costs; reduced traffic congestion; and lower emissions due to congestion.

Reference: Irvine General Plan Land Use Element Objective A-4; SCAG Regional Growth Management Policies.

7. Consistency with AQMP Land Use Strategies

Although the proposed General Plan Amendment and Zone Change will result in significant air quality impacts, the project is consistent with Regional Comprehensive Plan and Guide (RCPG) and AQMP land use strategies to reduce the number of trips (i.e., through more balanced land uses within the IBC) and the length of trips (i.e., by reducing regional VMT by reducing home-to-work commute distances through jobs/housing balance policies). The assumptions regarding land use-based air quality measures is that trips and mode choices are not only a function of the transportation system, but also relate to housing density, relative locations of residential and commercial land uses, and the proximity to regional transportation systems.

The Proposed Project improves the jobs/housing balance of the Orange County Subregion, which is presently identified by SCAG as "jobs-rich." Providing a wide-range of housing opportunities within a concentrated employment center such as the IBC will provide people with the opportunity to live closer to their work, resulting in fewer VMT and less traffic congestion. Under, the "no-project" scenario, housing demand generated by Orange County employment increases would have to be met by areas farther from regional employment centers in Orange County, such as Riverside and San Bernardino Counties, which would result in an increase in regional VMT, increased congestion, and corresponding increases in CO, ROG, NOx and PM₁₀ emissions from mobile sources. Therefore, as discussed previously, the Proposed Project promotes regional RCPG and AQMP attainment policies relating to jobs/housing balance and the promotion of HOV/transit use.

8. Implements THE OBJECTIVES ESTABLISHED FOR THE PROJECT

The City has established various objectives for the IBC Vision Plan and Mixed-Use Overlay Zoning Code. These objectives are summarized as follows:

- (1) Provide for the on going development of the IBC consistent with the City's General Plan Urban and Industrial land use designations and the City's adopted Vision Plan Goals, which are:
 - Protect the existing job base.
 - Develop mixed-use cores.
 - Provide transportation, pedestrian, and visual connectivity.
 - Create usable open space.
 - Develop safe, well-designed neighborhoods.
- (2) Provide additional housing opportunities near existing employment centers, consistent with the City's General Plan Land Use and Housing Elements.
- (3) Provide residential uses near existing employment centers, retail and entertainment uses, and transportation facilities consistent with the goals of the Southern California Association of Governments' Regional Comprehensive Plan and Compass Blueprint.
- (4) Provide residential development in areas of the IBC where adequate supporting uses and public services and facilities are provided, consistent with the City's General Plan Land Use Element.
- (5) Contribute to the development of mixed-use cores by incorporating residential, office, and commercial/retail uses into existing areas of nearby community facilities, retail goods and services, and restaurants to enhance the IBC's overall mixed-use urban character and reduce vehicle miles traveled in the South Coast Air Basin.
- (6) Provide neighborhood level amenities to serve the level of mixed-use development envisioned by the City's General Plan and IBC Vision Plan.
- (7) Incorporate sustainable provisions into implementation of the IBC Vision Plan.
- (8) Identify and pursue opportunities for open space areas that serve the recreational needs of IBC residents and employees.

The objectives identified above are achieved through implementation of the proposed project. The IBC Vision Plan outlines the City's policies and objectives for addressing residential and mixed-use development within the IBC, to be incorporated as a new element in the City's General Plan. The framework for the IBC Vision Plan provides the land use and urban design structure by which new residential development would be organized. Figure 3-4 of the RDEIR,

IBC Vision Plan Framework, is a summary exhibit of the key elements and attributes of the IBC that would facilitate the development of high-quality, sustainable neighborhoods, and a balanced mix of uses. As shown on Figure 3-5 of the RDEIR, Proposed IBC Infrastructure Improvements, several infrastructure improvements would be proposed throughout the IBC. The locations of the proposed improvements, such as bridge crossings, are generalized in nature, as specific locations have not yet been evaluated in detail. The proposed bridge widenings are intended to improve pedestrian and bicycle access. No additional vehicular travel lanes are proposed.

The existing sidewalk improvement program will continue to be implemented and embellished with enhanced standards for improved walkability and connectivity to create an interconnected system of pedestrian-friendly boulevards, avenues, and streets. The program calls for the installation of sidewalks to fill the gaps in the IBC sidewalk system and provides for the installation of a five- to eight-foot-wide sidewalk behind eight feet of landscaped parkway.

The proposed project includes a new per-unit fee program to be assessed against new residential or residential mixed-use development in the IBC to fund these proposed improvements. Existing developments would be exempt from this fee program. This fee program is proposed to be adopted in conjunction with the Vision Plan and its components. A separate fee program is also proposed to be adopted in conjunction with the Vision Plan to augment the current IBC Transportation Mitigation Fee program to reflect current mitigation outlined in the Transportation and Traffic section of this DEIR.

5. Transportation/Traffic Considerations

Although substantial traffic increases are associated with the Proposed Project, traffic improvements are proposed to mitigate the traffic impacts. Continuation of existing General Plan policies, instead of project implementation, would result in increased VMT. The Proposed Project includes mitigation measures requiring specific circulation improvements and an update to the IBC Development Fee Program for funding circulation improvements in the IBC and adjoining areas. Without the Proposed Project and the project-funded circulation improvements specified as mitigation measures within this EIR, future cumulative intersection levels of service may worsen through a combination of local and regional traffic, or required improvements would become the responsibility of the appropriate public agencies or developers of other cumulative projects in the region.

6. Conclusion

For the foregoing reasons, the City of Irvine concludes that the IBC Vision Plan and Mixed-Use Overlay Zoning Code will result in a beneficial mix of residential, multi-use, commercial, industrial, institutional, recreation and open space uses providing significant housing open space, and transportation benefits of local and regional significance, as well as various public infrastructure improvements, which outweigh the unavoidable environmental impacts. Therefore, the City of Irvine has adopted this Statement of Overriding Considerations.

*MITIGATION
MONITORING
PROGRAM*

IRVINE BUSINESS

COMPLEX VISION PLAN

AND MIXED USE

OVERLAY ZONING CODE

ENVIRONMENTAL

IMPACT REPORT

SCH #2007011024



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Environmental Services*

JULY 2010

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1. Introduction

1.1 PURPOSE OF MITIGATION MONITORING PROGRAM

This Mitigation Monitoring Program has been developed to provide a vehicle by which to monitor mitigation measures and conditions of approval outlined in the Recirculated Draft Environmental Impact Report (RDEIR) State Clearinghouse No. 2007011024. The Mitigation Monitoring Program has been prepared in conformance with Section 21081.6 of the Public Resources Code and City of Irvine Monitoring Requirements. Section 21081.6 states:

(a) When making the findings required by paragraph (1) of subdivision subsection (a) of Section 21081 or when adopting a mitigated negative declaration pursuant to paragraph (2) of subdivision (c) of Section 21080, the following requirements shall apply:

(1) The public agency shall adopt a reporting or monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment. The reporting or monitoring program shall be designed to ensure compliance during project implementation. For those changes which have been required or incorporated into the project at the request of a responsible agency or a public agency having jurisdiction by law over natural resources affected by the project, that agency shall, if so requested by the lead agency or a responsible agency, prepare and submit a proposed reporting or monitoring program.

(2) The lead agency shall specify the location and custodian of the documents or other material which constitute the record of proceedings upon which its decision is based.

(b) A public agency shall provide that measures to mitigate or avoid significant effects on the environment are fully enforceable through permit conditions, agreements, or other measures. Conditions of project approval may be set forth in referenced documents which address required mitigation measures or, in the case of the adoption of a plan, policy, regulation, or other public project, by incorporating the mitigation measures into the plan, policy, regulation, or project design.

(c) Prior to the close of the public review period for a draft environmental impact report or mitigated negative declaration, a responsible agency, or a public agency having jurisdiction over natural resources affected by the project, shall either submit to the lead agency complete and detailed performance objectives for mitigation measures which would address the significant effects on the environment identified by the responsible agency or agency having jurisdiction over natural resources affected by the project, or refer the lead agency to appropriate, readily available guidelines or reference documents. Any mitigation measures submitted to a lead agency by a responsible agency or an agency having jurisdiction over natural resources affected by the project shall be limited to measures which mitigate impacts to resources which are subject to the statutory authority of, and definitions applicable to, that agency. Compliance or noncompliance by a responsible agency or agency having jurisdiction over natural resources affected by a project with that requirement shall not limit the authority of the responsible agency or agency having jurisdiction over natural resources affected by a project, or the authority of the lead agency, to approve, condition, or deny projects as provided by this division or any other provision of law.

The Mitigation Monitoring Program will serve to document compliance with adopted/certified mitigation measures which are formulated to minimize impacts associated with the construction of the proposed project.

1. Introduction

1.2 PROJECT LOCATION

The approximately 2,800-acre Irvine Business Complex (IBC) comprises Planning Area 36 in the City of Irvine, in south/central Orange County. More specifically, the IBC is generally bounded by the former Tustin Marine Corps Air Station (MCAS) to the north, the San Diego Creek channel to the east, John Wayne Airport and Campus Drive to the south and State Route 55 (SR-55) to the west. The San Diego Freeway (I-405) traverses the southern portion of the IBC, and the Santa Ana Freeway (I-5) is to the north and east. The IBC is bordered by the cities of Newport Beach to the south, Santa Ana and Costa Mesa to the west, and Tustin to the north. The IBC consists of a range of industrial, office, commercial, and residential uses covering approximately 2,800 acres in the western portion of the City of Irvine. Adjacent to the IBC, on the north, is the City of Tustin and the former MCAS Tustin, currently being redeveloped with residential and commercial uses as part of the Tustin Legacy Specific Plan. A 40-acre parcel of the IBC is detached and to the south of the main IBC boundary area, and bounded by Jamboree Road, Fairchild Road, Macarthur Boulevard, and the San Joaquin Marsh, and adjacent to the City of Newport Beach. The most prominent land use in the IBC is office, with substantial amounts of industrial/warehouse uses and 4,779 medium- and high density residential units and 232 density bonus units for a total of 5,011 dwelling units existing within the IBC.

1.3 PROJECT SUMMARY

As shown on Table 1-1, the IBC Vision Plan and Mixed Use Overlay Zoning Code (proposed project) would allow for an increase in total units in the IBC from 9,015 units to 15,000 units, a difference of 5,985. This increase is a reallocation of existing intensity within current intensity limitations. In addition, a total of 1,598 density bonus units, in addition to 440 existing, approved, or under construction would be allowed in accordance with state law, for a total 17,038 units. The current General Plan allows for 53,125,389 square feet of nonresidential intensity in Planning Area 36. The additional units would be offset by a reduction of 2,399,626 of office square footage and 1,602,526 of industrial square footage (for a total of 4,002,152 square feet, or 2,887,307 square feet of office equivalency). Upon adoption of the IBC Vision Plan, the total nonresidential intensity allowed by the adopted General Plan would be 48,787,662 square feet. The individual components of the proposed project are outlined in Table 1-1.

1. Introduction

Table 1-1
IBC Development Summary

Residential					
	Existing General Plan			Proposed Project	
	Existing	Under Construction	Approved	Pending ¹	Potential ²
Base Units	4,779	1,814	2,422	2,035	3,950
Density Bonus Units ³	232	78	130	215	1,383
Subtotal	5,011	1,892	2,552	2,250	5,333
Total	9,455			7,583	
Total Cap for the IBC				15,000	
Total IBC Units at Buildout including Density Bonus				17,038	
Nonresidential					
	Existing General Plan		Proposed Project		
	Existing Development	Remaining Buildout Potential	Remaining Buildout Potential		
Nonresidential Square Footage	42,771,000	10,354,389	6,016,662		
Total Nonresidential	53,125,389		48,787,662		
Hotel Rooms					
	Existing General Plan		Proposed Project		
	Existing Development	Remaining Buildout Potential	Remaining Buildout Potential		
	2,496	610	372		
Total Hotel Rooms	3,106		3,478		

¹ Pending units are those for which development applications are currently on file with the City.

² Potential units are those remaining to reach the 15,000-unit cap. No development applications have been received for these units.

³ Density bonus units are exempt by state law from local regulatory limitations on development intensity but are included and analyzed in this DEIR.



The proposed project consists of the following components:

1.3.1 IBC Vision Plan

The IBC Vision Plan outlines the City's policies and objectives for addressing residential and mixed-use development within the IBC, to be incorporated as a new element in the City's General Plan. The framework for the IBC Vision Plan provides the land use and urban design structure by which new residential development would be organized. The IBC Vision Plan Framework would facilitate the development of high-quality, sustainable neighborhoods, and a balanced mix of uses. Several infrastructure improvements would be proposed throughout the IBC Vision Plan area. The locations of the proposed improvements, such as bridge crossings, are generalized in nature, as specific locations have not yet been evaluated in detail. The proposed bridge widenings are intended to improve pedestrian and bicycle access. No additional vehicular travel lanes are proposed.

The existing sidewalk improvement program will continue to be implemented and embellished with enhanced standards for improved walkability and connectivity to create an interconnected system of pedestrian-friendly boulevards, avenues, and streets. The program calls for the installation of sidewalks to fill the gaps in the IBC sidewalk system and provides for the installation of a five- to eight-foot-wide sidewalk behind eight feet of landscaped parkway.

The proposed project includes a new per-unit fee program to be assessed against new residential or residential mixed-use development in the IBC to fund these proposed improvements. Existing developments would be exempt from this fee program. This fee program is proposed to be adopted in conjunction with the Vision Plan and its components. A separate

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fee program is also proposed to be adopted in conjunction with the Vision Plan to augment the current IBC Transportation Mitigation Fee program to reflect current mitigation.

1.3.2 IBC Districts

The IBC was originally planned as a business complex and at present there is little distinctiveness between its different areas. The IBC Vision Plan attempts to address this by creating two districts, to identify both a proposed mixed-use core and maintain a distinct core for existing businesses, each with its own unique identity and character, within the Mixed Use Overlay Zone.

Urban Neighborhood (UN)

The Urban Neighborhood District would include the mixed-use core IBC (generally between Jamboree Road and Von Karman Avenue) and allows a range of land uses and buildings at varying heights. Generally, these neighborhoods are envisioned to be primarily residential with retail, offices, and restaurants allowed on the first floor.

Business Complex (BC)

The Business Complex District would be applied to portions of the IBC characterized by existing, longstanding industrial and other commercial uses that are expected to remain. This district accommodates new industrial and other commercial uses and an expansion of existing uses.

1.3.3 Subsequent Development Pursuant to the Proposed Project

The 2,250 pending units identified in Table 1-1 include the proposed projects summarized in Table 1-2, for which applications are currently on file with the City. It is anticipated that following the certification of this RDEIR, the City will proceed with the processing of the discretionary applications associated with each of these projects, without further need for a General Plan Amendment, Zone Change, or EIR so long as the project substantially conforms to the description in this RDEIR.

*Table 1-2
Summary of Pending IBC Residential Development Projects*

Project Name	Location	Base Units	Density Bonus Units	Total Units
Martin Street Condos	2301 Martin Street	82	—	82
2851 Alton	Northwest corner of Alton and Murphy	170	—	170
Avalon Jamboree II	16901 Jamboree	144	35	179
Irvine Technology Center	Northwest corner of Jamboree and Campus	1,000	—	1,000
Kilroy	17150 Von Karman	347	122	469
Alton/Millikan Apartments	16952 Millikan	126	30	156
2852 Kelvin	2852 Kelvin	166	28	194
Total		2,035	215	2,250

1.3.4 General Plan Amendment

The General Plan Amendment would incorporate Vision Plan policies and objectives into a new General Plan Element and establish a cap of 15,000 dwelling units for the IBC area (excluding density bonus units granted pursuant to state law), with a corresponding reduction of nonresidential office equivalency square footage in Table A-1, Maximum Intensity Standards by Planning Area, of the City's General Plan, to accommodate future units under the cap that have not yet been approved. As described on Table 1-1, the General Plan/Zoning cap for the IBC is currently set at 9,015

1. Introduction

residential units; therefore, a unit cap of 15,000 units would create potential for 5,985 additional dwelling units (of which 2,035 are pending) in the IBC beyond those already existing or approved. The details (location, timing, density, and design) of 3,950 potential units are unknown because there are no currently pending applications. In addition to the 15,000-unit cap, this RDEIR and related traffic study address the potential for 2,038 additional density bonus units, listed below, which are excluded from local intensity limitations by state law:

- 232 existing (built) density bonus units
- 208 density bonus units approved or under construction
- 215 known density bonus units from pending projects
- A theoretical maximum of 1,383 density bonus units, assuming the remaining 3,950 units are built with a maximum allowable additional density bonus of 35 percent

The current General Plan allows for 53,125,389 square feet of overall nonresidential development in Planning Area 36, which may vary according to the totals of individual land uses over time. The total 5,985 additional new units (either potential or in process) remaining under the 15,000-unit cap would be offset by a reduction of 4,337,727 square feet of nonresidential intensity square feet. With the additional nonresidential land use optimization discussed in this DEIR, the overall nonresidential intensity in the General Plan would be 48,787,662 square feet, with the reduction resulting primarily from the conversion of higher quantities of older industrial square footage to lower quantities of office square footage. Construction of the 1,892 units in process, along with the pending and approved nonresidential projects, are assumed to be completed by 2015. The remaining 3,950 units, along with the proposed nonresidential land use optimization, would be completed at City buildout, post-2030. The General Plan Amendment would also add new policy language to the current Land Use Element text and add the IBC Vision Plan framework as a new Land Use Element Figure A-3 (IBC) to incorporate the IBC Vision Plan.



As a part of General Plan Amendment, the existing IBC density cap of 52 dwelling units per acre would be removed from the Land Use Element Table A-1 and a minimum of 30 units per acre would be added as a density level. As a result, future residential projects would not have a restriction on maximum density, but would have to comply with a minimum density of 30 units per acre to ensure the benefit of higher-density housing necessary to establish a vibrant mixed-use community.

1.3.5 Zoning Ordinance Amendment

The Zoning Ordinance Amendment would add new Chapter 5-8 to adopt the IBC Mixed Use Overlay Zone, which would define regulatory zoning districts for properties within the IBC and outline a process for analysis of compatibility of residential development with adjacent businesses. The amendment would also revise the statistical analysis outlined in Section 9-36-5, Statistical Analysis, of the City's Zoning Ordinance, to establish a residential cap of 15,000 dwelling units for the IBC area (excluding density bonus units pursuant to state law), with an offsetting reduction of nonresidential square footage, for units under the cap not yet approved, consistent with the proposed General Plan Amendment. Furthermore, the amendment would also update the Chapter 9-36, Planning Area 36 (Irvine Business Complex), provisions regarding the IBC traffic mitigation fee program. This amendment would also include clarifications of code language relating to Transfer of Development Rights (TDR). The Zoning Ordinance Amendment would also include other minor amendments to other sections of zoning code to maintain internal consistency.

1.3.6 Municipal Code Amendment

The Municipal Code Amendment would revise Chapter 10, Dedications, of Division 5, Subdivisions, of the City's Municipal Code, by adding a section to incorporate new urban park standards into the City's park dedication requirements for the IBC. The City's Park Standards Manual would also be updated to address urban open space in the

1. Introduction

IBC. Section 5-5-1004D(1) will also be revised to remove a 50-unit per acre density cap for determining persons per household..

1.3.6.1 Design Criteria

To ensure a consistent standard of residential design quality throughout the IBC, a set of design criteria from the IBC Vision Plan that would be applicable to residential and residential mixed-use projects in the IBC would be adopted. These criteria are intended to guide the physical development of any residential or mixed-use project that contains a component of residential use within the boundaries of the IBC. They are intended to assist in ensuring that the design of each development remains true to the principles established in the IBC Vision Plan. The criteria would also provide standards and criteria for new construction and for remodels or additions. The new design criteria would only be applicable to residential and mixed-use development.

1.3.6.2 Amendments to the City's Circulation Element

The City of Irvine General Plan Circulation Element identifies certain roadway configurations that are no longer needed as determined in the IBC Vision Plan; therefore a General Plan Amendment subsequent to the approval of the IBC Vision EIR will downgrade arterial roadways as needed. The City of Irvine intends to downgrade the following arterial segments as a subsequent General Plan Amendment to the Circulation Element:

- Barranca Parkway between Red Hill Avenue and Jamboree Road (downgrade from 8-lane divided roadway to 7-lane divided roadway)
- Jamboree Road between Barranca Parkway and McGaw Avenue (downgrade from a 10-lane divided roadway to a 8-lane divided roadway)
- Main Street between Red Hill and Harvard (downgrade from 6-lane divided arterial with 2 auxiliary lanes to 6-lane divided roadway)
- MacArthur Boulevard between Fitch and Main Street (downgrade from 8-lane divided roadway to 7-lane divided roadway)
- Red Hill Avenue between Barranca Parkway and Main Street (downgrade from an 8-lane divided roadway to a 6-lane roadway)
- Alton Parkway between Red Hill Avenue and Jamboree Road (downgrade from a 6-lane divided roadway to 4-lane divided roadway)
- Von Karman Avenue between Barranca Parkway and Michelson (downgrade from 6-lane roadway to 4-lane roadway)

The arterial segment of Alton Parkway between Red Hill Avenue and Jamboree Road as well as the segment of Von Karman Avenue between Barranca Parkway and Michelson Drive are programmed into both the City of Irvine's General Plan and the Orange County Master Plan of Arterial Highways (MPAH). Both roadways are currently 4-lane roadways and expected to remain as 4-lane roadways in the future. Both the City's General Plan and the Orange County MPAH currently have these two segments programmed as 6-lane divided arterials in the buildout condition. The IBC Vision Plan traffic study has determined that 6 lanes are unnecessary for both of these roadway segments under buildout conditions. Thus, the City of Irvine will initiate an MPAH Amendment by entering into a cooperative study with the Orange County Transportation Authority (OCTA) to determine the feasibility of downgrading both Alton Parkway and Von Karman Avenue. In order for the City of Irvine to maintain eligibility for Measure M funding, prior to amending the City's General Plan to downgrade both Alton Parkway between Red Hill Avenue and Jamboree Road and Von Karman

1. Introduction

Avenue between Barranca Parkway and Michelson Drive, the City and OCTA will work to prepare amendments to the County MPAH to be approved by the OCTA Board of Directors. If the MPAH is approved by the OCTA Board, the City can move forward with downgrading the arterial segments.

Additionally, the City of Irvine intends to remove the following interchange improvements:

- Alton Parkway overcrossing at the SR-55 freeway with High Occupancy Vehicle (HOV) drop ramps
- Von Karman Avenue at the I-405 freeway HOV drop ramps

These interchange improvements are programmed in the Orange County MPAH as buildout improvements. However, the IBC Vision Plan traffic study has determined that these interchanges are unnecessary under buildout conditions. The City of Irvine will initiate an MPAH Amendment by entering into a cooperative study with OCTA and the affected local agencies to determine the feasibility of removing these interchange improvements from the MPAH.

1.3.7 Additional Changes

The name of the IBC may also be changed as directed by the Irvine City Council. Although not required under CEQA, it is included for informational purposes.

1.4 ENVIRONMENTAL IMPACTS

The City of Irvine determined that an EIR would be required for this project and issued a Notice of Preparation (NOP) and Initial Study on January 8, 2007, to the State Clearinghouse, responsible agencies, and interested parties. Comments received during the January 8, 2007, through February 22, 2007, NOP review period are also contained in Appendix A. The project description was subsequently revised to reduce the number of dwelling units and project details were refined. A new NOP was circulated between September 19, 2008, and October 20, 2008.



1.4.1 Impacts Considered Less Than Significant

The following environmental topical sections were found to be less in the Initial Study.

- Agricultural Resources
- Mineral Resources

1.4.2 Potentially Significant Adverse Impacts That Can Be Mitigated, Avoided, or Substantially Lessened

The following have been identified as potentially resulting in significant adverse impacts that can be mitigated, avoided, or substantially lessened:

- Aesthetics
- Air Quality
- Biological Resources
- Cultural Resources
- Geology and Soils
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Noise
- Population and Housing
- Public Services

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- Recreation
- Transportation/Traffic
- Utilities and Service Systems
- Global Climate Change

1.4.3 Unavoidable Significant Adverse Impacts

The DEIR identifies three significant and unavoidable adverse impacts, as defined by CEQA that would result from implementation of the proposed project:

- Air Quality
- Noise
- Transportation and Traffic

2. Mitigation Monitoring Process

2.1 MITIGATION MONITORING AGREEMENT

The Mitigation Monitoring Agreement will be provided through the City conditions of approval process, and reference compliance with this monitoring program.

Provisions are included in the Agreement specifying monitoring and reporting requirements, scheduling, qualifications of mitigation monitors and specialists, agency fees, right of site access, dispute resolution, and penalties. The Agreement will include enforcement provisions and sanctions for more severe infractions, such as stop work orders, loss of further entitlement or restoration. The landowner would agree that the agency has the right to impose these sanctions pursuant to the contract and hold the agency harmless in enforcement of its provisions.

The lead agency may also require that Mitigation Monitoring Agreements be executed between the landowner and appropriate responsible or trustee agencies.

The use of Mitigation Monitoring Agreements will clarify the assignment of responsibility, and have the added benefit of improving the citizenry's confidence that agencies are committed to take actions to protect their environment.

2.2 MITIGATION MONITORING PROGRAM ORGANIZATION

Overall mitigation monitoring program management is the responsibility of the City of Irvine Community Development Department. The Mitigation Monitoring Committee—composed of the landowner, construction manager, and the environmental monitor—is responsible for program implementation and reporting requirements. The technical consultants (EIR consultant, geologist/environmental assessor, project engineer, noise consultant, and traffic consultant) will perform related monitoring tasks under the direction of the environmental monitor (if contracted by the City).

In the event of disputes regarding matters for which the City is the final authority, The Director of Community Development will be final arbiter in the event of a dispute.

2.3 CITY OF IRVINE COMMUNITY DEVELOPMENT DEPARTMENT

The City of Irvine Community Development Department will serve as the program administrator, responsible for overall program management, mitigation monitoring clearances and coordination of the arbitration committee/responsible agencies, and the mitigation monitoring committee. The Department is responsible for review of all monitoring reports, enforcement actions, and document disposition.

2.4 MITIGATION MONITORING COMMITTEE

The mitigation monitoring committee is responsible for the day-to-day monitoring activities and reporting, and includes a representative from the landowner, construction manager, and the mitigation monitor. The monitoring committee holds regularly scheduled meetings to coordinate mitigation measure implementation, review compliance reports, and resolve in-field disputes. Unresolved disputes are forwarded to the arbitration committee.

2.5 MITIGATION MONITORING TEAM

The mitigation monitoring team, consisting of the environmental monitor manager and technical subconsultants (EIR consultant, geologist/environmental assessor, project engineer, biologist, noise consultant, traffic consultant, and archaeologist), is responsible for monitoring the implementation/ compliance with all adopted mitigation measures and conditions of approval. A major portion of the team's work is in-field monitoring and compliance report preparation. Implementation disputes are brought to the committee for resolution by the monitor, and if required, to the arbitration committee.

2. Mitigation Monitoring Process

The following summarizes key positions in the monitoring program and their respective functions:

Monitoring Team

- **Technical Advisors:** Responsible for monitoring in respective areas of expertise (EIR consultant, geologist/environmental assessor, project engineer, noise consultant, and traffic consultant). Directly reports to the environmental monitor.
- **Monitoring Committee:** Responsible for report review, and first phase of dispute resolution.
- **Irvine Community Development Department:** Principal manager of the monitoring program. Responsible for coordination of mitigation monitoring committee, technical consultants, report preparation, and dispute resolution. Responsible for overall program administration, participation on arbitration committee and document/report clearinghouse.
- **Irvine Department of Public Works:** Responsible for review of final engineering plans in conformance with the Tentative maps, technical support, and compliance report preparation.
- **City Council:** Responsible for implementation of corrective action, stop work orders and final arbitrator of disputes.

2.6 RECOGNIZED EXPERTS

The use of recognized experts, as a component of the monitoring team and arbitration committee, is required to ensure compliance with scientific and engineering based mitigation measures. While the mitigation monitoring teams recognized experts assess compliance with required mitigation measures, responsible agency recognized experts consult with the arbitration committee regarding disputes.

2.7 ARBITRATION/DISPUTE RESOLUTION

If the mitigation monitor identifies a mitigation measure which, in the opinion of the monitor, has not been implemented, or has not been implemented correctly, the problem will be brought for resolution before the mitigation monitoring committee for resolution. If the problem cannot be satisfactorily resolved by the committee, it will be brought before the Director of Community Development for resolution. The decision of the Director of Community Development is final, unless appealed to the Director or Planning Commission. The Director of Community Development, acting through a final vote of the City Council, will have the authority to issue stop work orders until the dispute is resolved. In the case of situations involving potential risk of safety or other emergency conditions, the Director of Community Development is empowered to issue temporary stop work orders until such time as Planning Commission or City Council review of the particular stop work matter becomes final.

2.8 ENFORCEMENT

Public agencies may enforce conditions of approval through their existing police power, using stop work orders, fines, infraction citations, loss of entitlement, refusal to issue building permits or certificates of use and occupancy, or, in some cases, notice of violation for tax purposes. Criminal misdemeanor sanctions could be available where the agency has adopted an ordinance requiring compliance with the monitoring program, similar to the provision in many zoning ordinances which state the enforcement power to bring suit against violators of the ordinance's provisions.

Additional enforcement provisions could include required posting of a bond or other acceptable security in the amount of the required mitigation measures. In the event of non-compliance, the City could call the bond and complete the required mitigation measures.

2. Mitigation Monitoring Process

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3. Mitigation Monitoring Requirements

3.1 PRE-MITIGATION MEETING

A pre-monitoring meeting will be scheduled to review mitigation measures, implementation requirements, schedule conformance, and mitigation monitoring committee responsibilities. Committee rules are established, and the entire mitigation monitoring program is presented and any misunderstandings resolved.

3.2 CATEGORIZED MITIGATION MEASURES/MATRIX

Project-specific design features, existing plans, policies, and procedures, and mitigation measures have been categorized in matrix format, as shown in Table 3-1. As shown, the matrix identifies the environmental factor, specific mitigation measures, project design features, and existing plans, policies, and procedures, schedule, and monitor. The mitigation matrix will serve as the basis for scheduling the implementation of, and compliance with, all mitigation measures, project design features, and existing plans, policies, and procedures.

3.3 DATA BASE MANAGEMENT

All mitigation monitoring reports, letters, memos, shall be prepared utilizing Microsoft Word software on IBM compatible PC (currently in use by the Irvine Community Development Department).

3.4 COORDINATION WITH CONTRACTORS

The construction manager is responsible for coordination of contractors, and is responsible for contractor completion of required mitigation measures.

3.5 LONG-TERM MONITORING

Long-term monitoring relating to several mitigation measures may be required.

3. Mitigation Monitoring Requirements

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3. Mitigation Monitoring Requirements

Table 3-1
Summary of Impacts, Existing Plans, Programs, and Policies (PPPs), Project Design Features (PDFs),
Mitigation Measures (MMs) and Level of Significance after Mitigation

Timing	PPPs, PDFs, and MMs		Responsible for Monitoring	Date Completed
5.1 AESTHETICS				
Existing Plans, Programs and Policies				
Prior to the issuance of building permits	PPP 1-1	City of Irvine Zoning Ordinance Chapter 3-16- Lighting: As required by Chapter 3-16, Lighting, of the City's Zoning Ordinance, outdoor lighting shall be designed and installed so that all direct rays are confined to the site and adjacent properties are protected from glare. The level of lighting on the site shall comply with the requirements of the City's Uniform Security Code.	Community Development Department	
Prior to the issuance of building permits	PPP 1-2	City of Irvine Standard Condition 3.6: Prior to the issuance of building permits, the applicant shall demonstrate, through the submittal of an electrical engineer's photometric survey, prepared to the satisfaction of the Director of Community Development, that lighting requirements as set forth in the Irvine Uniform Security Code (Irvine Municipal Code, Title 5, Division 9, Chapter 5) are met.	Community Development Department	
Project Design Features				
Prior to the issuance of building permits	PDF 1-1	City of Irvine Zoning Ordinance Chapter 5-8-4.A.1: For specific development projects that are proposing high-rise office or residential uses within 100 feet of the San Joaquin Freshwater Marsh or the San Diego Creek, in order to minimize the frequency of birds flying into the building surface, the project applicant shall reduce the reflectivity of building surface materials by using angles that are not highly reflective, or through the incorporation of building surface materials that reduce reflectivity.	Community Development Department	
5.2 AIR QUALITY				
Existing Plans, Programs and Policies				
Prior to the issuance of grading permits	PPP 2-1	SCAQMD Rule 201 – Permit to Construct: The SCAQMD requires developers who build, install, or replace any equipment or agricultural permit unit, which may cause new emissions of or reduce, eliminate, or control emissions of air contaminants to obtain a permit to construct from the Executive Officer.	South Coast Air Quality Management District	
Prior to the issuance of grading permits	PPP 2-2	SCAQMD Rule 402 – Nuisance Odors: The SCAQMD prohibits the discharge of any quantities of air contaminants or other material that cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or that endanger the comfort, repose, health or safety of any such persons or the public, or that cause, or have a natural tendency to cause, injury or damage to business or property to be emitted within the South Coast Air Basin (SoCAB).	South Coast Air Quality Management District	

3. Mitigation Monitoring Requirements

*Table 3-1
Summary of Impacts, Existing Plans, Programs, and Policies (PPPs), Project Design Features (PDFs),
Mitigation Measures (MMs) and Level of Significance after Mitigation*

Timing	PPPs, PDFs, and MMs	Responsible for Monitoring	Date Completed
Prior to the issuance of grading permits and during construction activities	PPP 2-3 SCAQMD Rule 403 – Fugitive Dust (PM₁₀ and PM_{2.5}) : The SCAQMD prohibits any person to cause or allow the emissions of fugitive dust from any active operation, open storage pile, or disturbed surface area such that: (a) the dust remains visible in the atmosphere beyond the property line of the emission source; or (b) the dust emission exceeds 20 percent opacity (as determined by the appropriate test method included in the Rule 403 Implementation Handbook) if the dust emission is the result of movement of a motorized vehicle.	South Coast Air Quality Management District consultation with the Construction Contractor	
Prior to the issuance of grading permits and during construction activities	PPP 2-4 SCAQMD Rule 1403 – Asbestos Emissions from Demolition/Renovation Activities : This rule specifies work practice requirements to limit asbestos emissions from building demolition and renovation activities, including the removal and associated disturbance of asbestos-containing materials (ACM). All operators are required to maintain records, including waste shipment records, and are required to use appropriate warning labels, signs, and markings.	South Coast Air Quality Management District consultation with the Construction Contractor	
Project Design Features			
Prior to the issuance of building permits	PDF 2-1 City of Irvine Zoning Ordinance Chapter 5-8-4.A.4.f : As described in the proposed zoning for the project and based on the recommended buffer distances of the California Air Resources Board, for all residential or residential mixed-use projects within the distances to industrial uses outlined below, the Project Applicant shall submit a health risk assessment (HRA) prepared in accordance with policies and procedures of the state Office of Environmental Health Hazard Assessment (OEHHA) and the South Coast Air Quality Management District (SCAQMD) to the Community Development Director prior to approval of any future discretionary residential or residential mixed use project. If the HRA shows that the incremental cancer risk exceeds one in one hundred thousand (1.0E-05), or the appropriate noncancer hazard index exceeds 1.0, the applicant will be required to identify and demonstrate that Best Available Control Technologies for Toxics (T-BACTs) are capable of reducing potential cancer and noncancer risks to an acceptable level, including appropriate enforcement mechanisms. T-BACTs may include, but are not limited to, scrubbers at the industrial facility, or installation of Minimum Efficiency Reporting Value (MERV) filters rated at 14 or better at all residential units: <ul style="list-style-type: none"> • 1,000 feet from the truck bays of an existing distribution center that accommodates more than 100 trucks per day, more than 40 trucks with operating transport refrigeration units, or where transport refrigeration unit operations exceed 300 hours per week. • 1,000 feet from an existing chrome plating facility or facility that uses hexavalent chromium. • 300 feet from a dry cleaning facility using perchloroethylene using one machine and 500 feet from a dry cleaning facility using perchloroethylene using two machines. • 50 feet from gas pumps within a gas-dispensing facility and 300 feet from gas pumps within a 	Community Development Department	

3. Mitigation Monitoring Requirements

*Table 3-1
Summary of Impacts, Existing Plans, Programs, and Policies (PPPs), Project Design Features (PDFs),
Mitigation Measures (MMs) and Level of Significance after Mitigation*

<i>Timing</i>	<i>PPPs, PDFs, and MMs</i>	<i>Responsible for Monitoring</i>	<i>Date Completed</i>
	gasoline-dispensing facility with a throughput of 3.6 million gallons per year or greater.		
Prior to the issuance of building permits	<p>PDF 2-2 City of Irvine Zoning Ordinance Chapter 5-8-4.A.4.e: As described in the proposed zoning for the project, applicants for new residential developments in the Irvine Business Complex within 500 feet of Interstate 405 shall be required to install high efficiency Minimum Efficiency Reporting Value (MERV) filters of MERV 10 or better in the intake of residential ventilation systems. A MERV 10 filter creates more resistance to airflow because the filter media becomes denser as efficiency increases. Heating, air conditioning and ventilation (HVAC) systems shall be installed with a fan unit power designed to force air through the MERV 10 filter. To ensure long-term maintenance and replacement of the MERV 10 filters in the individual units, the following shall occur:</p> <ul style="list-style-type: none"> a) Developer, sale, and/or rental representative shall provide notification to all affected tenants/residents of the potential health risk from I-405 for all affected units. b) For rental units within 500 feet of the I-405, the owner/property manager shall maintain and replace MERV 10 filters in accordance with the manufacturer's recommendations. The property owner shall inform renters of increased risk of exposure to diesel particulates from I-405 or SR-55 when windows are open. c) For residential owned units within 500 feet of I-405, the Homeowner's Association (HOA) shall incorporate requirements for long-term maintenance in the Covenant Conditions and Restrictions and inform homeowners of their responsibility to maintain the MERV 10 filter in accordance with the manufacturer's recommendations. The HOA shall inform homeowner's of increased risk of exposure to diesel particulates from I-405 when windows are open. 	Community Development Department	
Prior to the issuance of building permits	<p>PDF 2-3 City of Irvine IBC Design Criteria Section 2.0.B As described in the proposed design criteria for the project, all outdoor active-use public recreational areas associated with development projects shall be located more than 500 feet from the nearest lane of traffic on the Interstate 405.</p>	Community Development Department	
Prior to the issuance of grading permits and during construction activities	<p>PDF 2-4 City of Irvine Zoning Ordinance Chapter 5-8-4.A.4.g: For all residential projects located within 1,000 feet of an industrial facility which emits toxic air contaminants, the Project Applicant shall submit a health risk assessment prepared in accordance with policies and procedures of the state Office of Environmental Health Hazard Assessment and the South Coast Air Quality Management District to the Community Development Director prior to approval of any future discretionary residential or mixed-use project. If the HRA shows that the incremental cancer risk exceeds one in one hundred thousand (1.0E-05), or the appropriate noncancer hazard index exceeds 1.0, the applicant will be required to identify and demonstrate that Best Available Control Technologies for Toxics are capable of reducing potential cancer and noncancer risks to an acceptable level, including appropriate enforcement mechanisms. T-BACTs may include, but are not limited to,</p>	Community Development Department	

3. Mitigation Monitoring Requirements

*Table 3-1
Summary of Impacts, Existing Plans, Programs, and Policies (PPPs), Project Design Features (PDFs),
Mitigation Measures (MMs) and Level of Significance after Mitigation*

Timing	PPPs, PDFs, and MMs	Responsible for Monitoring	Date Completed
	scrubbers at the industrial facility, or installation of Minimum Efficiency Reporting Value filters rated at 10 or better at all residential units.		
Prior to the issuance of grading permits and during construction activities	<p>PDF 2-5 City of Irvine Zoning Ordinance Chapter 5-8-4.A.4.h.: For all residential projects located within 1,000 feet of an industrial facility that emits substantial odors, which includes but is not limited to:</p> <ul style="list-style-type: none"> wastewater treatment plants composting, greenwaste, or recycling facilities fiberglass manufacturing facilities painting/coating operations coffee roasters food processing facilities, <p>The Project Applicant shall submit an odor assessment to the Community Development Director prior to approval of any future discretionary action that verifies that the South Coast Air Quality Management District (SCAQMD) has not received three or more verified odor complaints. If the Odor Assessment identifies that the facility has received three such complaints, the applicant will be required to identify and demonstrate that Best Available Control Technologies for Toxics (T-BACTs) are capable of reducing potential odors to an acceptable level, including appropriate enforcement mechanisms. T-BACTs may include, but are not limited to, scrubbers at the industrial facility, or installation of Minimum Efficiency Reporting Value (MERV) filters rated at 10 or better at all residential units.</p>	Community Development Department	
Prior to the issuance of grading permits and during construction activities	<p>Exhaust PDF 2-6 City of Irvine Zoning Ordinance Chapter 5-8-4.A.4.a and 9-36-20.3: Applicants for new developments in the Irvine Business Complex shall require that the construction contractor utilize off-road construction equipment that conforms to Tier 3 of the United States Environmental Protection Agency, or higher emissions standards for construction equipment over 50 horsepower that are commercially available. The construction contractor shall be made aware of this requirement prior to the start of construction activities. Use of commercially available Tier 3 or higher off-road equipment, or:</p> <ul style="list-style-type: none"> year 2006 or newer construction equipment for engines rated equal to 175 horsepower (hp) and greater; 	Community Development Department in consultation with the Construction Contractor	

3. Mitigation Monitoring Requirements

*Table 3-1
Summary of Impacts, Existing Plans, Programs, and Policies (PPPs), Project Design Features (PDFs),
Mitigation Measures (MMs) and Level of Significance after Mitigation*

<i>Timing</i>	<i>PPPs, PDFs, and MMs</i>	<i>Responsible for Monitoring</i>	<i>Date Completed</i>
	<ul style="list-style-type: none"> year 2007 and newer construction equipment for engines rated equal to 100 hp but less than 175 hp; and 2008 and newer construction equipment for engines rated equal to or greater than 50 hp <p>The use of such equipment shall be stated on all grading plans. The construction contractor shall maintain a list of all operating equipment in use on the project site. The construction equipment list shall state the makes, models, and numbers of construction equipment on-site.</p>		
Prior to the issuance of grading permits and during construction activities	<p>PDF 2-7</p> <p>City of Irvine Zoning Ordinance Chapter 5-8-4.A.4.b: Applicants for new developments in the Irvine Business Complex shall require that the construction contractor to properly service and maintain construction equipment in accordance with the manufacturer's recommendations. Nonessential idling of construction equipment shall be restricted to five minutes or less in compliance with California Air Resources Board's Rule 2449.</p>	Community Development Department in consultation with the Construction Contractor	

3. Mitigation Monitoring Requirements

Table 3-1
Summary of Impacts, Existing Plans, Programs, and Policies (PPPs), Project Design Features (PDFs),
Mitigation Measures (MMs) and Level of Significance after Mitigation

Timing	PPPs, PDFs, and MMs	Responsible for Monitoring	Date Completed
Prior to the issuance of grading permits and during construction activities	<p>Fugitive Dust PDF 2-8</p> <p>SCAQMD Rule 403 – Fugitive Dust (PM₁₀ and PM_{2.5}), City of Irvine Zoning Ordinance Chapter 5-8-4.A.4.c: Applicants for new developments in the Irvine Business Complex shall require that the construction contractor prepare a dust control plan and implement the following measures during ground-disturbing activities in addition to the existing requirements for fugitive dust control under South Coast Air Quality Management District Rule 403 to further reduce PM₁₀ and PM_{2.5} emissions. To assure compliance, the City shall verify compliance that these measures have been implemented during normal construction site inspections:</p> <ul style="list-style-type: none"> • During all grading activities, the construction contractor shall reestablish ground cover on the construction site through seeding and watering. This would achieve a minimum control efficiency for PM₁₀ of 5 percent. • During all construction activities, the construction contractor shall sweep streets with Rule 1186 compliant PM₁₀-efficient vacuum units on a daily basis if silt is carried over to adjacent public thoroughfares or occurs as a result of hauling. • During all construction activities, the construction contractor shall maintain a minimum 24-inch freeboard on trucks hauling dirt, sand, soil, or other loose materials and tarp materials with a fabric cover or other suitable means. This would achieve a control efficiency for PM₁₀ of 91 percent. • During all construction activities, the construction contractor shall water exposed ground surfaces and disturbed areas a minimum of every three hours on the construction site and a minimum of three times per day. This would achieve an emissions reduction control efficiency for PM₁₀ of 61 percent. • During all construction activities, the construction contractor shall limit on-site vehicle speeds on unpaved roads to no more than 15 miles per hour. This would achieve a control efficiency for PM₁₀ of 57 percent. • The construction contractor shall apply chemical soil stabilizers to reduce wind erosion. This would achieve a control efficiency of up to 80 percent. 	Community Development Department in consultation with the Construction Contractor	

3. Mitigation Monitoring Requirements

Table 3-1
Summary of Impacts, Existing Plans, Programs, and Policies (PPPs), Project Design Features (PDFs),
Mitigation Measures (MMs) and Level of Significance after Mitigation

Timing	PPPs, PDFs, and MMs	Responsible for Monitoring	Date Completed
Prior to the issuance of grading permits and during construction activities	Architectural Coatings PDF 2-9 City of Irvine Zoning Ordinance Chapter 5-8-4.A.4.d: Applicants for new developments in the Irvine Business Complex shall require that the construction contractor use coatings and solvents with a volatile organic compound (VOC) content lower than required under Rule 1113 (i.e., Super Compliant Paints). All architectural coatings shall be applied either by (1) using a high-volume, low-pressure spray method operated at an air pressure between 0.1 and 10 pounds per square inch gauge to achieve a 65 percent application efficiency; or (2) manual application using a paintbrush, hand-roller, trowel, spatula, dauber, rag, or sponge, to achieve a 100 percent application efficiency. The construction contractor shall also use pre-coated/natural colored building, where feasible. Use of low-VOC paints and spray method shall be included as a note on architectural building plans.	Community Development Department in consultation with the Construction Contractor	
5.3 BIOLOGICAL RESOURCES			
Existing Plans, Programs and Policies			
Prior to the issuance of grading permits	PPP 3-1 U.S. Clean Water Act, Section 404: Prior to any installation of any new storm drain connections to and/or discharges into the San Diego Creek or San Joaquin Marsh, the City or other project applicants shall 1) obtain a permit or other authorization from the US Army Corps of Engineers pursuant to Section 404 of the Clean Water Act; 2) obtain a Section 401 Water Quality Certification from the California Regional Water Quality Control Board, Santa Ana Region, pursuant to Section 401 of the federal Clean Water Act, which requires any applicant for a federal permit, such as a Clean Water Act Section 404 permit, to provide the licensing agency a certification from the California Regional Water Quality Control Board that the project will comply with adopted water quality standards; and 3) provide notification to the California Department of Fish and Game (CDFG) of the project pursuant to Section 16-2 of the Fish and Game Code and comply with any further actions required by CDFG.	US Army Corps of Engineers (Section 404 Permit), Santa Ana Regional Water Quality Control Board (Section 401 Permit), California Department of Fish and Game (Section 16-2)	
Prior to issuance of grading permits	PPP 3-2 City of Irvine Municipal Code Section 5-7-410(c): If any trees are removed, the Applicant shall carry out a tree survey and obtain a permit for their removal in accordance with the City's tree preservation ordinance (including 1:1 replacement).	Community Development Department	

3. Mitigation Monitoring Requirements

*Table 3-1
Summary of Impacts, Existing Plans, Programs, and Policies (PPPs), Project Design Features (PDFs),
Mitigation Measures (MMs) and Level of Significance after Mitigation*

Timing	PPPs, PDFs, and MMs		Responsible for Monitoring	Date Completed
Project Design Features				
Prior to approval of the design for the San Diego Creek Trail improvements/extension	PDF 3-1	City of Irvine Zoning Ordinance Chapter 5-8-4.D.2.a: Prior to approval of the design for the San Diego Creek Trail improvements/extension, the City shall examine alternative locations of the proposed trail and methods that could be used to minimize potential impacts (e.g., fencing and buffers). The design shall consider an alternative that excludes a trail segment along the most sensitive part of San Diego Creek (the northwestern side of the creek between Campus Drive and MacArthur Boulevard).	Community Development Department	
Prior to issuance of grading permits	PDF 3-2	City of Irvine Zoning Ordinance Chapter 5-8-4.D.2.b: Prior to issuance of grading permits for the San Diego Creek Trail, a note shall be placed on all grading plans that construction activities involving the use of heavy equipment are prohibited during the bird nesting season (March 15 to September 15). If minor construction activities are carried out during the bird nesting season, a qualified biologist shall conduct a preconstruction survey in the off-site habitat to determine the location of any active bird nests in the area, including but not limited to raptors and least Bell's vireo. The survey should begin not more than three days prior to the beginning of construction activities. The wildlife agencies shall be notified if any nesting least Bell's vireo are found. During construction, active nesting sites shall be monitored to ensure that construction levels do not exceed 60 dBA <i>Leq</i> . Should these noise levels be exceeded, the City shall implement noise attenuation measures, potentially including the erection of temporary noise curtains sufficient to reduce noise levels at occupied nesting sites to acceptable levels. Nest monitoring should continue until fledglings have dispersed or the nest has been determined to be a failure, as approved by the wildlife agencies.	Community Development Department	
Prior to issuance of building permits	PDF 3-3	City of Irvine Zoning Ordinance Chapter 5-8-4.A.1.a: Prior to issuance of building permits for high-rise buildings within 100 feet of the San Joaquin Marsh or San Diego Creek, the project applicant shall demonstrate that architectural plans prohibit the use of highly reflective glass windows, and utilize angles that are not highly reflective in order to reduce light and glare impacts on the marsh and creek environment and to reduce the incidence of bird collisions, to the satisfaction of the Community Development Director.	Community Development Department	
Prior to approval of final landscape plans for areas located within 100 feet of the San Joaquin Marsh or San Diego Creek	PDF 3-4	City of Irvine Zoning Ordinance Chapter 5-8-4.A.1.b: Prior to approval of final landscape plans for areas located within 100 feet of the San Joaquin Marsh or San Diego Creek, the project applicant shall ensure that development landscaping does not include exotic plant species that may be invasive to native habitats. Exotic plant species not to be used include those species listed on Lists A and B of the California Invasive Plant Council's (Cal-IPC) list of "Exotic Pest Plants of Greatest Ecological Concern in California as of October 1999." A copy of the complete list can be obtained from Cal-IPC's web site at http://www.cal-ipc.org .	Community Development Department	

3. Mitigation Monitoring Requirements

Table 3-1
Summary of Impacts, Existing Plans, Programs, and Policies (PPPs), Project Design Features (PDFs),
Mitigation Measures (MMs) and Level of Significance after Mitigation

Timing	PPPs, PDFs, and MMs	Responsible for Monitoring	Date Completed
5.4 CULTURAL RESOURCES			
Existing Plans, Programs and Policies			
Prior to the issuance of the first preliminary or precise grading permits	<p>PPP 4-1 City of Irvine Modified Standard Condition 2.5: Prior to the issuance of the first preliminary or precise grading permits for each planning area, and for any subsequent permit involving excavation to increased depth, the applicant shall provide letters documenting retention of an archaeologist and a paleontologist for the project. The letters shall state that the applicant has retained these individuals, and that the consultants will be on call during all grading and other significant ground-disturbing activities. These consultants shall be selected from the roll of qualified archaeologists and paleontologists maintained by the County of Orange. 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, 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. Unanticipated discoveries shall be evaluated for significance by an Orange County Certified Professional Archaeologist/Paleontologist. If significance criteria are met, then the project shall be required to perform data recovery, professional identification, radiocarbon dates, and other special studies; submit materials to a museum for permanent curation; and provide a comprehensive final report including catalog with museum numbers. Persons performing this work shall be Orange County Certified Professional Archaeologists/Paleontologists.</p>	Community Development Department, Archaeologist/ Paleontologist, and Construction Contractor	
Prior to issuance of grading permits	<p>PPP 4-2 City of Irvine Modified Standard Condition 2.5: In the event of the accidental discovery or recognition of any human remains in any location other than a dedicated cemetery, one of the following steps shall be taken:</p> <ol style="list-style-type: none"> 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 the coroner shall contact the Native American Heritage Commission within 24 hours, and the Native American Heritage Commission shall identify the person or persons it believes to be the most likely descendent from the deceased Native American. The most likely descendent may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, 	Public Works Department and Archaeologist/ Paleontologist	

3. Mitigation Monitoring Requirements

*Table 3-1
Summary of Impacts, Existing Plans, Programs, and Policies (PPPs), Project Design Features (PDFs),
Mitigation Measures (MMs) and Level of Significance after Mitigation*

<i>Timing</i>	<i>PPPs, PDFs, and MMs</i>	<i>Responsible for Monitoring</i>	<i>Date Completed</i>
	<p>with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.98.</p> <p>b. Where the following conditions occur, the land owner 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 descendent or on the property in a location not subject to further subsurface disturbance:</p> <ul style="list-style-type: none"> • The Native American Heritage Commission is unable to identify a most likely descendent or the most likely descendent failed to make a recommendation within 24 hours after being notified by the commission. • The identified descendent fails to make a recommendation; or • The landowner or his/her authorized representative rejects the recommendation of the descendent, and mediation by the Native American Heritage Commission fails to provide measures acceptable to the landowner. (CEQA Guidelines Section 15064.5(e)) 		

5.5 GEOLOGY AND SOILS

Existing Plans, Programs and Policies

On-going during grading	PPP 5-1	City of Irvine Municipal Code Title 5, Division 10 and City Grading Manual: Revegetation of cut and fill slopes shall be required in accordance with the City of Irvine Grading Code and Grading Manual.	Public Works Department and Construction Contractor	
On-going during grading	PPP 5-2	City of Irvine Municipal Code Title 5, Division 10 and City Grading Manual: All grading operations and construction will be conducted in conformance with the applicable City of Irvine Grading Code and Grading Manual, the most recent version of the California Building Code, and consistent with the recommendations included in the most current geotechnical reports for the project area prepared by the engineer of record.	Public Works Department and Construction Contractor	
Prior to issuance of grading permits	PPP 5-3	City of Irvine Municipal Code Title 5, Division 10 and City Grading Manual: In accordance with the City of Irvine Grading Code and Grading Manual, detailed geotechnical investigation reports for each Rough Grading Plan shall be submitted to further evaluate faults, subsidence, slope stability, settlement, foundations, grading constraints, liquefaction potential, issues related to shallow groundwater, and other soil engineering design conditions and provide site-specific recommendations to mitigate these issues/hazards. The geotechnical reports shall be prepared and signed/stamped by a Registered Civil Engineer specializing in geotechnical engineering and a Certified Engineering Geologist. The City of Irvine Geotechnical Engineer/Engineering Geologist	Public Works Department, Construction Contractor, and Geotechnical Consultant	

3. Mitigation Monitoring Requirements

*Table 3-1
Summary of Impacts, Existing Plans, Programs, and Policies (PPPs), Project Design Features (PDFs),
Mitigation Measures (MMs) and Level of Significance after Mitigation*

<i>Timing</i>	<i>PPPs, PDFs, and MMs</i>	<i>Responsible for Monitoring</i>	<i>Date Completed</i>
	shall review the rough grading plan to ensure conformance with recommendations contained in the reports.		
On-going during grading	PPP 5-4 City of Irvine Municipal Code Title 5, Division 10 and City Grading Manual: In accordance with the City of Irvine Grading Code 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.	Public Works Department , Construction Contractor, and Civil Engineer	
On-going during grading	PPP 5-5 City of Irvine Municipal Code Title 5, Division 10 and City Grading Manual: In accordance with the City of Irvine Grading Code 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 necessary, provide findings to the geotechnical engineer for possible design modifications.	Public Works Department, Construction Contractor, and Engineering Geologist	
Prior to issuance of building permits	PPP 5-6 City of Irvine Building Code and the most recent Uniform Building Code and/or California Building Code: Future buildings and structures (e.g., houses, retaining walls) shall be designed in accordance with the City of Irvine Building Code and the most recent Uniform Building Code and/or California Building Code. The concrete utilized shall take into account the corrosion and soluble sulfate soil conditions at the site. The structures shall be designed in accordance with the seismic parameters included in the UBC/CBC.	Public Works Department	

3. Mitigation Monitoring Requirements

*Table 3-1
Summary of Impacts, Existing Plans, Programs, and Policies (PPPs), Project Design Features (PDFs),
Mitigation Measures (MMs) and Level of Significance after Mitigation*

Timing	PPPs, PDFs, and MMs		Responsible for Monitoring	Date Completed
5.6 HAZARDS AND HAZARDOUS MATERIALS				
Existing Plans, Programs and Policies				
Prior to issuance of grading permits	PPP 6-1	California Health and Safety Code, Sections 25280 through 25299: If any underground storage tanks (USTs) are encountered during site grading and excavation activities, they shall be removed in accordance with the existing standards and regulations of, and oversight by, the Orange County Health Care Agency (OCHCA), based on compliance authority granted through the California Code of Regulations, Title 23, Division 3, Chapter 16, Underground Tank Regulations. The process for UST removal is detailed in the OCHCA's "Underground Storage Tanks: The Basics." Soil samples from areas where storage tanks have been removed or where soil contamination is suspected shall be analyzed for hydrocarbons including gasoline and diesel in accordance with procedures set forth by OCHCA. If hydrocarbons are identified in the soil, the appropriate response/remedial measures will be implemented as directed by OCHCA with support review from the RWQCB until all specified requirements are satisfied and a Tank Closure Letter is issued. Any aboveground storage tank (AST) in existence at the commencement of site development shall be removed in accordance with all applicable regulations under the oversight of Orange County Fire Authority. Compliance requirements relative to the removal/closure of storage tanks are set forth through the California Health and Safety Code, Sections 25280 through 25299.	Orange County Health Care Agency (OCHCA)	
During demolition, grading, and excavation	PPP 6-2	California Code of Regulations Section 1532.1, California Health and Safety Code: During demolition, grading, and excavation, workers shall comply with the requirements of Title 8 of the California Code of Regulations Section 1532.1, which provides for exposure limits, exposure monitoring, respiratory protection, and good working practice by workers exposed to lead. Lead-contaminated debris and other wastes shall be managed and disposed of in accordance with the applicable provision of the California Health and Safety Code.	Public Works Department and Construction Contractor	
Prior to approval of a conditional use permit	PPP 6-3	OCFA Guideline B-09 (Fire Master Plans for Commercial and Residential Development): Prior to approval of a conditional use permit, project applicants shall prepare a Fire Master Plan for submittal to the Orange County Fire Authority (OCFA) consistent with OCFA Guideline B-09 (Fire Master Plans for Commercial and Residential Development).	Community Development Department and Orange County Fire Authority	
Prior to issuance of demolition permits and during demolition activities	PPP 6-4	Rule 29, Code of Federal Regulations (CFR) Part 1926, California Code of Regulations, Title 17, Division 1, Chapter 8: Federal law requires compliance with Rule 29 of the Code of Federal Regulations (CFR) Part 1926. Prior to site demolition activities, building materials shall be carefully assessed for the presence of lead-based paint, and its removal, where necessary, must comply with state and federal regulations, including Occupational Safety and Health Administration (OSHA) 29	Public Works Department and Construction Contractor	

3. Mitigation Monitoring Requirements

*Table 3-1
Summary of Impacts, Existing Plans, Programs, and Policies (PPPs), Project Design Features (PDFs),
Mitigation Measures (MMs) and Level of Significance after Mitigation*

<i>Timing</i>	<i>PPPs, PDFs, and MMs</i>	<i>Responsible for Monitoring</i>	<i>Date Completed</i>
	CFR Part 1926. The OSHA rule establishes standards for occupational health and environmental controls for lead exposure. The standard also includes requirements addressing exposure assessment, methods of compliance, respiratory protection, protective clothing and equipment, hygiene facilities and practices, medical surveillance, medical removal protection, employee information and training, signs, recordkeeping, and observation of monitoring. Furthermore, the requirements of California Code of Regulations, Title 17, Division 1, Chapter 8, identify procedures that must be followed for accreditation, certification, and work practices for lead-based paint and lead hazards. Section 36100 thereof specifically sets forth requirements for lead-based paint abatement in public and residential buildings.		
Prior to issuance of demolition permits and during demolition activities	PPP 6-5 SCAQMD Rule 1403 – Prior to site demolition activities, building materials must be carefully assessed for the presence of asbestos-containing materials (ACM), and removal of this material, where necessary, must comply with state and federal regulations, including SCAQMD Rule 1403, which specifies work practices with the goal of minimizing asbestos emissions during building demolition and renovation activities, including the removal and associated disturbance of ACMs. The requirements for demolition and renovation activities include asbestos surveying; notification; ACM removal procedures and time schedules; ACM handling and cleanup procedures; and storage, disposal, and landfill disposal requirements for asbestos-containing waste materials.	Public Works Department and Construction Contractor	
During site decommissioning and demolition activities	PPP 6-6 Title 22, Division 4.5 of the California Code of Regulations: During site decommissioning and demolition activities, hazardous wastes must be managed in accordance with the requirements of Title 22, Division 4.5 of the California Code of Regulations. Title 22 sets forth the requirements with which hazardous-waste generators, transporters, and owners or operators of treatment, storage, or disposal facilities must comply. These regulations include the requirements for packaging, storage, labeling, reporting, and general management of hazardous waste prior to shipment. In addition, the regulations identify standards applicable to transporters of hazardous waste such as the requirements for transporting shipments of hazardous waste, manifesting, vehicle registration, and emergency accidental discharges during transportation.	Public Works Department	
During demolition, grading, and excavation	PPP 6-7 California Code of Regulations, Section 1529: During demolition, grading, and excavation, workers shall comply with the requirements of Title 8 of the California Code of Regulations, Section 1529, which provides for exposure limits, exposure monitoring, respiratory protection, and good working practices by workers exposed to asbestos. Asbestos-contaminated debris and other wastes shall be managed and disposed of in accordance with the applicable provision of the California Health and Safety Code.	Public Works Department	

3. Mitigation Monitoring Requirements

*Table 3-1
Summary of Impacts, Existing Plans, Programs, and Policies (PPPs), Project Design Features (PDFs),
Mitigation Measures (MMs) and Level of Significance after Mitigation*

Timing	PPPs, PDFs, and MMs		Responsible for Monitoring	Date Completed
Project Design Features				
Prior to issuance of building permits	PDF 6-1	City of Irvine Zoning Ordinance Chapter 5-8-4.C.1 As described in the proposed zoning for the project, building height limitations, recordation of aviation easements, obstruction lighting and marking, and airport proximity disclosures and signage shall be provided per Airport Environs Land Use Plan for John Wayne Airport.	Community Development Department	
Prior to issuance of building permits	PDF 6-2	City of Irvine Zoning Ordinance Chapter 5-8-4.A.3: As described in the proposed zoning related to residential disclosures, all discretionary applications for residential or residential mixed use shall include a condition of approval for disclosure to residents clearly outlining the issues associated with living in a mixed-use environment. The language for this disclosure shall be as specified by the Community Development Director. Copies of each signed disclosure shall be made available for review upon written request by the City.	Community Development Department	
During site decommissioning and demolition activities	PDF 6-3	City of Irvine Zoning Ordinance Chapter 5-8-4.A.6 As described in the proposed zoning code related to hazardous material standards, individual development sites may have existing facilities, such as transformers or clarifiers, that would be demolished as part of a proposed development. To mitigate any hazardous-materials-related impacts during the removal of such facilities, the Director of Community Development, in conjunction with the Orange County Fire Authority, shall include specific project conditions of approval as part of the discretionary review process for the proposed development.	Community Development Department and Orange County Fire Authority	
In conjunction with submittal of a development application (e.g., Conditional Use Permit)	PDF 6-4	City of Irvine Zoning Ordinance Chapter 5-8-4.A.2: As required by the proposed zoning code, applications for new residential and/or residential mixed-use development shall submit data to the Director of Community Development, to evaluate compatibility with surrounding uses with respect to issues including but not limited to: noise, odors, truck traffic and deliveries, hazardous materials handling/storage, air emissions, soil/groundwater contamination, heliports/helistops and John Wayne Airport compatibility. Structures that penetrate the 100:1 Notification Surface shall file a Form 7460-1 Notice of Proposed Construction or Alteration with Federal Aviation Administration. Residential land uses shall be prohibited in Safety Zone 3.	Community Development Department	
In conjunction with submittal of a development application (e.g., Conditional Use Permit)	PDF 6-5	City of Irvine Zoning Ordinance Chapter 5-8-4.A.4.g: For all residential projects located within 1,000 feet of an industrial facility which emits toxic air contaminants, the Project Applicant shall submit a health risk assessment prepared in accordance with policies and procedures of the state Office of Environmental Health Hazard Assessment and the South Coast Air Quality Management District to the Community Development Director prior to approval of any future discretionary residential or mixed-use project. If the HRA shows that the incremental cancer risk exceeds one in	Community Development Department	

3. Mitigation Monitoring Requirements

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	one hundred thousand (1.0E-05), or the appropriate noncancer hazard index exceeds 1.0, the applicant will be required to identify and demonstrate that Best Available Control Technologies for Toxics are capable of reducing potential cancer and noncancer risks to an acceptable level, including appropriate enforcement mechanisms. T-BACTs may include, but are not limited to, scrubbers at the industrial facility, or installation of Minimum Efficiency Reporting Value filters rated at 10 or better at all residential units.		
Included in adopted zone change	PDF 6-6 Residential development shall not be permitted within a one-parcel buffer surrounding the property at 17451 Von Karman, based on existing parcelization as of the date of the certification of the Environmental Impact Report. The area within the one parcel buffer is depicted in Figure 1 in the City of Irvine Zoning Code Chapter 5-8.		

5.7 HYDROLOGY AND WATER QUALITY

Existing Plans, Programs and Policies

Prior to the issuance of precise grading permit	<p>PPP 7-1 City Standard Condition A.6: Prior to the issuance of precise grading permits, the applicant shall submit a hydrology and hydraulic analysis of the entire site. The analysis shall be prepared by a professional civil engineer versed in flood control analysis and shall include the following information and analysis:</p> <ul style="list-style-type: none"> a. Hydrology/hydraulic analysis of 100-year surface water elevation at the project site to determine building elevation or flood proofing elevation. b. Analysis of existing and postdevelopment peak 100-year storm flow rates, including mitigation measures to reduce peak flows to existing conditions. c. An analysis demonstrating that the volume of water ponded on the site and stored underground in the drainage system outside of the building envelope in the proposed condition is greater than or equal to the corresponding volume in the existing condition. The water surface used to determine the ponded volume shall be based on the water surface in the major flood control facility that the site is tributary to. 	Public Works Department	
Prior to the issuance of precise grading permit	<p>PPP 7-2 City Standard Condition 2.2: Prior to the issuance of precise grading permits, the applicant shall submit a groundwater survey of the entire site. The analysis shall be prepared by a geotechnical engineer versed in groundwater analysis and shall include the following information and analysis:</p>	Public Works Department	

3. Mitigation Monitoring Requirements

*Table 3-1
Summary of Impacts, Existing Plans, Programs, and Policies (PPPs), Project Design Features (PDFs),
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Timing	PPPs, PDFs, and MMs	Responsible for Monitoring	Date Completed
	<ul style="list-style-type: none"> 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. 		
Prior to the issuance of preliminary or precise grading permits	PPP 7-3 City Standard Condition 2.12: This project will result in soil disturbance of one or more acres of land that has not been addressed by an underlying subdivision map. Prior to the issuance of preliminary or precise grading permits, the applicant shall provide the City Engineer 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:	Public Works Department	
Prior to the issuance of preliminary or precise grading permits	PPP 7-4 City Standard Condition 2.13: Prior to the issuance of precise grading permits, the applicant shall submit, and the Director of Community Development shall have approved, a project water quality management plan (WQMP). The WQMP shall identify the best management practices that will be used on the site to control predictable pollutant runoff.	Community Development Department	

5.9 LAND USE AND PLANNING

Project Design Features

In conjunction with submittal of a development application (e.g., Conditional Use Permit)	PDF 8-1 IBC Design Criteria: To ensure a consistent standard of residential mixed-use design quality throughout the IBC, the City of Irvine has established a set of Residential Mixed-Use Design Criteria. These Design Criteria are intended to guide the physical development of any residential or mixed-use project that contains a component of residential use located within the boundaries of the IBC. This document establishes the framework through which design continuity can be achieved while accommodating varying tastes, materials, and building methods. It provides standards and criteria for new construction and for remodels or additions.	Community Development Department	
In conjunction with submittal of a development application (e.g., Conditional Use Permit)	PDF 8-2 City of Irvine Zoning Ordinance Chapter 5-8-4.A.2: As described in the proposed zoning code relating to compatibility with surrounding uses, the IBC mixed-use environment is an urbanized area, and land use compatibility issues are expected to occur. Therefore, applications for new residential and/or residential mixed-use development shall submit data, as determined by the Director of	Community Development Department	

3. Mitigation Monitoring Requirements

*Table 3-1
Summary of Impacts, Existing Plans, Programs, and Policies (PPPs), Project Design Features (PDFs),
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Timing	PPPs, PDFs, and MMs	Responsible for Monitoring	Date Completed
Permit)	Community Development, for the City to evaluate compatibility with surrounding uses with respect to issues including, but not limited to: noise, odors, truck traffic and deliveries, hazardous materials handling/storage, air emissions, and soil/groundwater contamination.		
5.9 NOISE			
Existing Plans, Programs and Policies			
On-going during construction	PPP 9-1 City of Irvine Municipal Code Section 6-8-205(a), Control of Construction Hours: 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 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 of these hours or on Sundays and federal holidays unless a temporary waiver is granted by the Chief Building Official or his or her 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 a temporary waiver is granted by the City. Any waiver granted shall take impact upon the community into consideration. No construction activity will be permitted outside of these hours except in emergencies including maintenance work on the City rights-of-way that might be required.	Public Works Department	
Prior to issuance of building permits	PPP 9-2 City Standard Condition 3.5: Prior to the issuance of building permits for each structure or tenant improvement other than a parking structure, the applicant shall submit a final acoustical report prepared to the satisfaction of the Director of Community Development. The report shall show that the development will be sound attenuated against present and projected noise levels, including roadway, aircraft, helicopter and railroad, 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). In order to demonstrate that all mitigation measures have been incorporated into the project, the report shall be accompanied by a list identifying the sheet(s) of the building plans that include the approved mitigation measures	Director of Community Development	
Project Design Features			
Prior to issuance of grading permits and on-going through construction activities	Construction PDF 9-1 City of Irvine Zoning Ordinance Chapter 5-8-4.A.5.b: As described in the proposed zoning for the project, applicants for individual projects that involve vibration-intensive construction activities, such	Community Development Department and Construction Contractor	

3. Mitigation Monitoring Requirements

Table 3-1
Summary of Impacts, Existing Plans, Programs, and Policies (PPPs), Project Design Features (PDFs),
Mitigation Measures (MMs) and Level of Significance after Mitigation

Timing	PPPs, PDFs, and MMs	Responsible for Monitoring	Date Completed
	as pile drivers, jack hammers, and vibratory rollers, occurring near sensitive receptors shall submit a noise vibration analysis prior to their application being deemed complete by the City. If construction-related vibration is determined to exceed the Federal Transit Administration vibration-annoyance criteria of 78 VdB during the daytime, additional requirements, such as use of less vibration intensive equipment or construction techniques shall be implemented during construction (e.g., drilled piles to eliminate use of vibration-intensive pile driver).		
Prior to issuance of grading permits and on-going through construction activities	<p>PDF 9-2 City of Irvine Zoning Ordinance Chapter 5-8-4.A.5.a: Prior to issuance of grading permits, the project applicant shall incorporate the following measures as a note on the grading plan cover sheet to ensure that the greatest distance between noise sources and sensitive receptors during construction activities has been achieved.</p> <ul style="list-style-type: none"> Construction equipment, fixed or mobile, shall be equipped with properly operating and maintained noise mufflers consistent with manufacturer's standards. Construction staging areas shall be located away from off-site sensitive uses during the later phases of project development. The project contractor shall place all stationary construction equipment so that emitted noise is directed away from sensitive receptors nearest the project site, whenever feasible. Construction of sound walls that have been incorporated into the project design prior to construction of the building foundation; or installation of temporary sound blankets (fences typically composed of poly-vinyl-chloride-coated outer shells with adsorbent inner insulation) placed along the boundary of the project site during construction activities. 	Community Development Department and Construction Contractor	
Prior to issuance of certificate of occupancy	<p>Noise Compatibility</p> <p>PDF 9-3 City of Irvine Zoning Ordinance Chapter 5-8-4.A.5.c: As described in the proposed zoning for the project, prior to issuance of certificate of occupancy, the project applicant shall submit evidence to the satisfaction of the Director of Community Development that occupancy disclosure notices for units with patios and/or balconies that do not meet the 65 dBA CNEL are provided to all future tenants pursuant to the City's Noise Ordinance.</p>	Community Development Department	
Prior to issuance of building permits	<p>PDF 9-4 City of Irvine Zoning Ordinance Chapter 5-8-4.C: As described in the proposed zoning for the project, residential and active recreational areas shall be prohibited in the 65 dBA CNEL noise contour of the John Wayne Airport. In addition, as described in the proposed zoning for the project, prior to issuance of building permits, the project applicant for any project within the 60 dBA CNEL contour of the John Wayne Airport shall retain an acoustical engineer to prepare an acoustic analysis that identifies required building acoustical improvements (e.g., sound transmission class</p>	Director of Community Development	

3. Mitigation Monitoring Requirements

*Table 3-1
Summary of Impacts, Existing Plans, Programs, and Policies (PPPs), Project Design Features (PDFs),
Mitigation Measures (MMs) and Level of Significance after Mitigation*

<i>Timing</i>	<i>PPPs, PDFs, and MMs</i>	<i>Responsible for Monitoring</i>	<i>Date Completed</i>
	rated windows, doors, and attic baffling) to achieve the 45 dBA CNEL interior noise standard of Title 21 and Title 24 of the California Building Code. In addition to the 24-hour interior noise standard, the acoustic report shall detail compliance with the City's interior noise standard of 55 dBA L _{max} (10) for single-event noise generated by the loudest 10 percent of aircraft overflights at the John Wayne Airport. Parks within the 60 dBA CNEL noise contour shall include signage indicating their proximity to John Wayne Airport and related airport noise. The acoustic analysis shall be submitted to the Director of Community Development to ensure compliance.		
5.10 POPULATION AND HOUSING			
<i>Existing Plans, Programs and Policies</i>			
On-going	PPP 10-1 City of Irvine Housing Element: Compliance with the City's Housing Element policies, which provide a strategic blueprint to ensure the siting of new very low, low, and moderate income housing units in future development projects to help the City continue to meet its state fair share housing requirements.	Community Development Department	
5.11 PUBLIC SERVICES			
<i>Fire Protection and Emergency Services</i>			
<i>Existing Plans, Programs and Policies</i>			
On-going	PPP 11-1 Orange County Fire Authority Rules and Regulations: Every project applicant shall comply with all applicable Orange County Fire Authority codes, ordinances, and standard conditions regarding fire prevention and suppression measures relating to water improvement plans, fire hydrants, automatic fire extinguishing systems, fire access, access gates, combustible construction, water availability, and fire sprinkler systems.	Community Development Department	
Prior to the issuance of the preliminary grading permits	PPP 11-2 Orange County Fire Authority Rules and Regulations: Prior to the issuance of the first grading permit for the individual development within the IBC, the applicant shall have executed a Secured Fire Protection Agreement with the Orange County Fire Authority	Community Development Department	
Prior to issuance of building permits	PPP-11-3 Orange County Fire Authority Rules and Regulations: Prior to the issuance of the first building permit, all fire protection access easements shall be approved by the Orange County Fire Authority and irrevocably dedicated in perpetuity to the City	Community Development Department	

3. Mitigation Monitoring Requirements

*Table 3-1
Summary of Impacts, Existing Plans, Programs, and Policies (PPPs), Project Design Features (PDFs),
Mitigation Measures (MMs) and Level of Significance after Mitigation*

Timing	PPPs, PDFs, and MMs		Responsible for Monitoring	Date Completed
Project Design Features				
Prior to issuance of building permits	PDF 11-1	IBC Infrastructure Improvement Program: Installation of an Opticom traffic light control system at signalized intersections through the proposed IBC Infrastructure Improvement Program.	Public Works Department	
Prior to issuance of building permits	PDF 11-2	City of Irvine Zoning Ordinance Chapter 5-8-4.B.2.c: A Click2Enter radio frequency access system shall be installed at any vehicle and pedestrian access point controlled by privacy gates within the project area.	Community Development Department	
Police Protection				
Existing Plans, Programs and Policies				
In conjunction with submittal of a development application (e.g., Conditional Use Permit)	PPP 11-5	City of Irvine Municipal Code Title 5, Division 9, Chapter 5: The project applicant shall comply with all applicable requirements of the City of Irvine Uniform Security Code	Community Development Department	
Project Design Features				
In conjunction with submittal of a development application (e.g., CUP)	PDF 11-2	City of Irvine Zoning Ordinance Chapter 5-8-4.B.1.b: Utilize the concepts of Crime Prevention Through Environmental Design in the design and layout of any project to reduce criminal opportunity and calls for service, as specified in the proposed zoning code.	Community Development Department	
School Services				
Existing Plans, Programs and Policies				
Prior to certificate of occupancy to the issuance of building permits	PPP 11-6	California Government Code Section 65995: Pursuant to Government Code Section 65995, the individual applicants shall pay developer fees to the appropriate school districts at the time building permits are issued; payment of the adopted fees would provide full and complete mitigation of school impacts. Alternatively, the applicant may enter into a school finance agreement with the school district(s) to address mitigation to school impacts in lieu of payment of developer fees. The	Community Development Department and School District	

3. Mitigation Monitoring Requirements

*Table 3-1
Summary of Impacts, Existing Plans, Programs, and Policies (PPPs), Project Design Features (PDFs),
Mitigation Measures (MMs) and Level of Significance after Mitigation*

Timing	PPPs, PDFs, and MMs		Responsible for Monitoring	Date Completed
	agreement shall establish financing mechanisms for funding facilities to serve the students from the project. If the applicant and the affected school district(s) do not reach a mutually satisfying agreement, then project impacts would be subject to developer fees.			
Library Services				
Project Design Features				
Prior to the issuance of building permits	PDF 11-3	City of Irvine Zoning Ordinance Chapter 5-8-4.D.1: In the event that a Citywide library impact fee is adopted and in force, each developer shall pay this fee prior to issuance of building permits for new development.	Community Development Department	
5.12 RECREATION				
Existing Plans, Programs and Policies				
Prior to the issuance of building permits	PPP 12-1	City of Irvine Municipal Code Section 5-5-1004.E.2: All park fees shall be paid directly to the City cashier prior to issuance of any residential building permits for the building site or sites from which fees are to be derived. These fees are to be used only for the purpose of developing new or rehabilitating existing park or recreational facilities to serve the subdivision.	Community Development Department	
Prior to the issuance of preliminary or precise grading permits	PPP 12-2	City Standard Conditions 2.1, 2.16: This development includes public trails as identified in the City's General Plan. Prior to the issuance of the first preliminary or precise grading permit, an irrevocable offer of dedication for the nonexclusive easements for public use of any public trails shall be recorded. Improvements and dedication of public trails shall be subject to the approval of the Director of Community Services	Community Development Department	
5.13 TRAFFIC AND CIRCULATION				
Existing Plans, Programs and Policies				
Prior to the issuance of building permits	PPP 13-1	IBC Development Fee Program: A Development Fee program was established to fund area-wide circulation improvements within the IBC area. The improvements are required due to potential circulation impacts associated with buildout of the IBC area. Fees are assessed when there is new construction or when there is an increase in square footage within an existing building or the conversion of existing square footage to a more intensive use. The development fees collected are used strictly for circulation improvements right-of-way acquisition and transportation monitoring measures in the IBC area. Fees are calculated by multiplying the proposed square footage, dwelling unit or hotel room by the appropriate rate. The IBC Fees are included with any other applicable fees	Community Development Department	

3. Mitigation Monitoring Requirements

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Summary of Impacts, Existing Plans, Programs, and Policies (PPPs), Project Design Features (PDFs),
Mitigation Measures (MMs) and Level of Significance after Mitigation*

Timing	PPPs, PDFs, and MMs	Responsible for Monitoring	Date Completed
	payable at the time the building permit is issued.		
Project Design Features			
Ongoing	<p>PDF 13-1 City of Irvine Zoning Code Chapter 9-36-21, Transportation Management Association: The City shall pursue formation of a Transportation Management Association (TMA) for the Irvine Business Complex. The goals and objectives of the TMA are as follows:</p> <ul style="list-style-type: none"> • Monitor travel demand at employment sites and provide reports on trip generation to the City of Irvine. • Offer employers and property owners assistance with transportation services on a voluntary basis. • Deliver transportation services to commuters. Services include: <ul style="list-style-type: none"> a. Provide ridematching, transit and Metrolink information b. Inform commuters of incentives that may be available from public agencies c. Formation of vanpools • Represent the IBC in local transportation matters • Oversee and fund the implementation and expansion of The I Shuttle, a clean fuel rubber tire shuttle system. 	Public Works Department	
Mitigation Measures			
Prior to the issuance of the first building permit	<p>MM 13-1 Prior to the issuance of the first building permit pursuant to the proposed project, the City of Irvine shall prepare a "nexus" study that will serve as the basis for requiring development impact fees under AB 1600 legislation, as codified by California Code Government Section 66000 et seq, for the Irvine Business Complex to support General Plan and Zoning changes under consideration for the Irvine Business Complex Vision Plan. The established procedures under AB 1600 require that a "reasonable relationship" or nexus exist between the traffic improvements and facilities required to mitigate the traffic impacts of new development pursuant to the proposed project. The following traffic improvements and facilities are necessary to mitigate project impacts and shall be included, among other improvements, in the AB 1600 nexus study:</p> <p>Costa Mesa</p> <p>Intersection #12: SR-55 Southbound Frontage Road at Baker Street: Improve the southbound approach to one left turn lane, one shared through left, one through lane, and one right turn lane.</p>	Public Works Department	

3. Mitigation Monitoring Requirements

*Table 3-1
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Mitigation Measures (MMs) and Level of Significance after Mitigation*

<i>Timing</i>	<i>PPPs, PDFs, and MMs</i>	<i>Responsible for Monitoring</i>	<i>Date Completed</i>
	<p>Restripe the eastbound approach to two through lanes and a shared through right turn lane.</p> <p>Intersection #13: SR-55 Northbound Frontage Road at Baker Street: Restripe the eastbound approach to include a single left turn lane, three through lanes, and no right turn lane, plus the addition of a northbound defacto right turn lane. Addition of second southbound left-turn lanes.</p> <p>Irvine</p> <p>Intersection #141: Jamboree Road and Main Street: Improve the northbound and southbound approaches to 2 left turn lanes, 5 through lanes, and 1 right turn lane. Additionally, as part of this improvement, convert the westbound free right turn lane to a single right turn lane.</p> <p>Intersection #188: Harvard Avenue and Michelson Drive: Add a second southbound left turn lane.</p> <p>Intersection #232: Culver Drive and I-405 Northbound Ramps: Restripe the westbound approach of this intersection to one left turn lane and two right-turn lanes.</p> <p>Intersection #136: Jamboree Road and Barranca Parkway: Convert the existing free northbound right-turn lane to a standard right turn lane and add a fifth northbound through lane.</p> <p>Newport Beach</p> <p>Intersection #62: Campus Drive at Bristol Street NB: In 2015, the required improvement is the implementation of the already planned addition of a fifth westbound through lane, consistent with the City of Newport Beach's General Plan buildout. For the buildout scenario, an additional improvement of a third southbound right turn lane is required. Implementation of the identified improvements results in acceptable operations under both scenarios and the mitigation appears to be physically feasible although potentially cost prohibitive due to potential impacts to a structure adjacent to the intersection. The addition of a 5th westbound through lane was identified by the City of Newport Beach as part of the Newport Beach General Plan Update Traffic Study (Urban</p>		

3. Mitigation Monitoring Requirements

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Summary of Impacts, Existing Plans, Programs, and Policies (PPPs), Project Design Features (PDFs),
Mitigation Measures (MMs) and Level of Significance after Mitigation*

Timing	PPPs, PDFs, and MMs	Responsible for Monitoring	Date Completed
	<p>Crossroads, 2006). The addition of a 3rd southbound right turn lane was identified in the John Wayne Airport (JWA) Improvement Program as an ancillary improvement to support the growth of the Airport.</p> <p>Intersection #85: MacArthur Boulevard and Birch Street: Improve the eastbound approach to two eastbound left-turn lanes and two eastbound through lanes.</p> <p>Santa Ana</p> <p>Intersection #543 Bristol Street and Segerstrom Avenue: Two alternative improvements are proposed and outlined below. The City of Irvine shall coordinate with the City of Santa Ana to determine the most appropriate future improvement at this location.</p> <ul style="list-style-type: none"> • Alternative 1: Add 3rd eastbound through and westbound through lanes on Segerstrom Avenue • Alternative 2: Add 4th northbound through and southbound through lanes on Bristol Street <p>Intersection #723 Main Street and Dyer Road (Segerstrom): Add a third northbound through lane and a defacto northbound right-turn lane.</p> <p>Intersection #730 Grand Avenue and Warner Avenue: Add a third westbound through lane.</p> <p>Arterial #1884 MacArthur Blvd. from Main Street to SR-55 Widen from 6 to 8 Lanes</p> <p>Tustin</p> <p>Intersection #24: Newport Avenue and Walnut Avenue: Add a defacto westbound right turn lane and defacto northbound right turn lane.</p>		

3. Mitigation Monitoring Requirements

*Table 3-1
Summary of Impacts, Existing Plans, Programs, and Policies (PPPs), Project Design Features (PDFs),
Mitigation Measures (MMs) and Level of Significance after Mitigation*

<i>Timing</i>	<i>PPPs, PDFs, and MMs</i>	<i>Responsible for Monitoring</i>	<i>Date Completed</i>
	<p>Intersection #93: Tustin Ranch Road and El Camino Real: Add a fourth southbound through lane and restripe the eastbound approach to one left turn lane, a shared through right turn lane and a right turn lane.</p> <p>Intersection #134: Loop Road/Park Avenue at Warner Avenue: Add a third eastbound through lane.</p> <p>Intersection #754: Red Hill Avenue at Carnegie Avenue/A Street: This intersection has a project impact under the Post-2030 scenario. The project impact is largely due to heavy traffic on the northbound through movement. Widening the northbound approach to provide a fourth northbound through lane on Red Hill. This intersection is expected to be substantially expanded as a result of development of the Tustin Legacy project and shall be monitored to observe if any additional improvements are warranted when that project nears buildout.</p>		
Prior to the issuance of the first building permit	<p>MM 13-2 Prior to the issuance of the first building permit pursuant to the proposed project, the City of Irvine shall update the IBC Development Fee program pursuant to the AB 1600 Nexus Study identified in Mitigation Measure 5.13-1. The IBC Development Fee program was established to fund area-wide circulation improvements within the IBC and adjoining areas. The improvements are required due to potential circulation impacts associated with buildout of the IBC. Fees are assessed when there is new construction or when there is an increase in square footage within an existing building or the conversion of existing square footage to a more intensive use. The development fees collected are applied toward circulation improvements and right-of-way acquisition in the IBC and adjoining areas. Fees are calculated by multiplying the proposed square footage, dwelling unit or hotel room by the appropriate rate. The IBC Fees are included with any other applicable fees payable at the time the building permit is issued. The City will use the IBC development fees to, among other things, fund construction (or to recoup fees advanced to fund construction) of the transportation improvements identified in Mitigation Measure 5.13-1.</p>	Public Works Department	
Prior to the issuance of the first building permit	<p>MM 13-3 Prior to issuance of the first building permit pursuant to the proposed project, the City shall update the Irvine Business Complex Land Use and Trip Monitoring Data base (IBC Database) to reflect the land use changes associated with the proposed project. The City maintains this database for tracking development intensity within the IBC. This data base is an important tool to help ensure the circulation system serving the IBC area is adequate and to ensure roadway improvements are provided at the appropriate time. The data base tracks the amount of square footage built (Existing),</p>	Public Works Department	

3. Mitigation Monitoring Requirements

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Summary of Impacts, Existing Plans, Programs, and Policies (PPPs), Project Design Features (PDFs),
Mitigation Measures (MMs) and Level of Significance after Mitigation*

Timing	PPPs, PDFs, and MMs	Responsible for Monitoring	Date Completed
	the available square footage (Additional Zoning Potential and/or Remaining Approval) and the maximum amount of square footage allocated (Total Development Potential and/or Buildout + Existing) to each parcel within the IBC.		
Prior to adoption of the AB 1600 nexus study identified in MM 13-1	MM 13-4 Prior to adoption of the AB 1600 nexus study identified in MM 13-1, the City and Caltrans shall jointly identify feasible operational and physical improvements and the associated fair-share funding contribution necessary to mitigate project-related impacts to state transportation facilities. The City shall fund said improvements on pro-rata "fair-share" basis in accordance with the terms and conditions of an Agreement to be prepared and agreed to by both agencies. These fair-share contributions for feasible improvements shall be included in the AB 1600 nexus study	Public Works Department	

5.14 UTILITIES AND SERVICE SYSTEMS

Water Service

Existing Plans, Programs and Policies

Prior to the issuance of grading permits	PPP 14-1 IRWD Rules and Regulations, Requirement to Use Recycled Water: Irvine Ranch Water District (IRWD) will identify customers in a zone identified in the Plan ("the Plan" collectively refers to the Water Resources Master Plan, Sewer Master Plan, Natural Treatment System Master Plan, and addenda thereto) as an area capable of receiving service from the IRWD's recycled water system, and will determine the feasibility of providing recycled water service to these customers. IRWD will also review applications for new permits to determine the feasibility of providing recycled water service to these applicants. If recycled water service is determined by IRWD to be feasible, applicants for new water service shall be required to install on-site facilities to accommodate both potable water and recycled water service in accordance with these Rules and Regulations. IRWD may also require existing customers to retrofit existing on-site water service facilities to accommodate recycled water service. If IRWD does not require the use of recycled water service, the customer may obtain recycled water service upon request but only if IRWD has determined that recycled water service to the customer is feasible and authorizes such use.	Irvine Ranch Water District	
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3. Mitigation Monitoring Requirements

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Mitigation Measures (MMs) and Level of Significance after Mitigation*

Timing	PPPs, PDFs, and MMs	Responsible for Monitoring	Date Completed
Prior to the issuance of grading permits	PPP 14-2 IRWD Rules and Regulations, Connection Fees: Future project applicants in the IBC shall enter into agreement or agreements as necessary with IRWD to establish the appropriate financial fair share costs to be borne by the project proponent. Fair share costs may include, but are not limited to, those associated with the preparation of studies and infrastructure expansion necessary to analyze and serve the project.	Irvine Ranch Water District	
Prior to the issuance of grading permits	PPP 14-3 IRWD Rules and Regulations, Fire Flow Analysis: In accordance with IRWD requirements, each redevelopment project in the IBC must provide a fire flow analysis. If the analysis identifies any deficiencies, the developer will be responsible for any water system improvements associated with the development project required to rectify the deficiencies and meet IRWD fire flow requirements.	Public Works Department	
Sewer Services			
<i>Existing Plans, Programs and Policies</i>			
	Refer to PPP 14-2 above.		
Solid Waste			
<i>Existing Plans, Programs and Policies</i>			
Prior to the issuance of precise grading permits	PPP 14-4 City of Irvine Standard Condition 3.7: This project will result in new construction that will generate solid waste. Prior to the issuance of precise grading permits, the applicant shall show on the site plans the location of receptacle(s) to accumulate on-site-generated solid waste for recycling purposes. At the discretion of the Director of Community Development the developer of a nonresidential project may be permitted to contract with a waste recycler for off-site materials recovery. In this case the applicant must provide a letter verifying that recycling will be conducted off site in an acceptable manner	Community Development Department	
Utility Demands			
<i>Existing Plans, Programs and Policies</i>			
Prior to the issuance of building permits	PPP 14-5 2008 Building and Energy Efficiency Standards (CCR Title 24): The proposed project shall comply with all State Energy Insulation Standards and City of Irvine codes in effect at the time of application for building permits. (Commonly referred to as Title 24, these standards are updated periodically to allow consideration and possible incorporation of new energy efficiency technologies and methods. Title 24 covers the use of energy efficient building standards, including ventilation, insulation and construction and the use of energy saving appliances, conditioning systems, water	Public Works Department	

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Timing	PPPs, PDFs, and MMs	Responsible for Monitoring	Date Completed
	heating, and lighting.) Plans submitted for building permits shall include written notes demonstrating compliance with energy standards and shall be reviewed and approved by the Public Utilities Department prior to issuance of building permits.		
5.15 GLOBAL CLIMATE CHANGE			
Existing Plans, Programs and Policies			
During construction and demolition	PPP 15-1 City of Irvine Municipal Code Title 6 Division 7, Construction and Demolition (C&D) Debris Recycling and Reuse: The Construction and Demolition (C&D) ordinance requires that 1) all residential projects of more than one unit, 2) nonresidential developments on 5,000 square feet or larger, and 3) nonresidential demolition/renovations with more than 10,000 square feet of building recycle or reuse a minimum of 75 percent of concrete and asphalt and 50 percent of nonhazardous debris generated.	Community Development Department	
Prior to the issuance of building permits for residential, commercial, or office structures	PPP 15-2 2008 Building and Energy Efficiency Standards (CCR Title 24): Prior to the issuance of a building permit for residential, commercial, or office structures in the Irvine Business Complex, development plans for these structures shall be required to demonstrate that the project meets the 2008 Building and Energy Efficiency Standards. Commonly known as Title 24, these standards are updated periodically to allow consideration and possible incorporation of new energy efficiency technologies and methods. The 2008 standards are approximately 15 percent more energy efficient than the 2005 Building and Energy Efficiency Standards. Plans submitted for building permits shall include written notes demonstrating compliance with the 2008 energy standards and shall be reviewed and approved by the Public Utilities Department prior to issuance of building permits. Design strategies to meet this standard may include maximizing solar orientation for daylighting and passive heating/cooling, installing appropriate shading devices and landscaping, utilizing natural ventilation, and installing cool roofs. Other techniques include installing insulation (high R value) and radiant heat barriers, low-e window glazing, or double-paned windows.	Community Development Department	
During design and construction of projects approved for development in the IBC	PPP 15-3 Title 24 Code Cycles: Net-Zero Buildings (Residential & Non-Residential): The California Public Utilities Commission adopted its Long-Term Energy Efficiency Strategic Plan on September 18, 2008, presenting a roadmap for all new residential and commercial construction to achieve a zero-net energy standard. This Plan outlines the goal of reaching zero net energy in residential construction by 2020 and in commercial construction by 2030. Achieving this goal will require increased stringency in each code cycle of California's Energy Code (Title 24).	Community Development Department	

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<i>Timing</i>	<i>PPPs, PDFs, and MMs</i>	<i>Responsible for Monitoring</i>	<i>Date Completed</i>
Ongoing	<p>PPP 15-4 California SB 107 Renewable Portfolio Standard: CARB's Renewable Portfolio Standard (RPS) is a foundational element of the State's emissions reduction plan. In 2002, Senate Bill 1078 established the California RPS program, requiring 20 percent renewable energy by 2017. In 2006, Senate Bill 107 advanced the 20 percent deadline to 2010, a goal which was expanded to 33 percent by 2020 in the 2005 Energy Action Plan II. On September 15, 2009, Governor Arnold Schwarzenegger signed Executive Order S-21-09 directing CARB to adopt regulations increasing RPS to 33 percent by 2020. These mandates apply directly to investor-owned utilities, in this case Southern California Edison (SCE).</p>	Community Development Department	
Ongoing	<p>PPP 15-5 California Exec Order S-1-07 Low Carbon Fuel Standard: On January 18, 2007, Governor Arnold Schwarzenegger issued Executive Order S-1-07 requiring the establishment of a Low Carbon Fuel Standard (LCFS) for transportation fuels. This statewide goal requires that California's transportation fuels reduce their carbon intensity by at least 10 percent by 2020. Regulatory proceedings and implementation of the LCFS have been directed to CARB. The LCFS has been identified by CARB as a discrete early action item in the Scoping Plan. CARB expects the LCFS to achieve the minimum 10 percent reduction goal; however, many of the early action items outlined in the Scoping Plan work in tandem with one another. To avoid the potential for double-counting emission reductions associated with AB 1493 (Pavley), the Scoping Plan has modified the aggregate reduction expected from the LCFS to 9.1 percent.</p>	Community Development Department	
Ongoing	<p>PPP 15-6 Federal Corporate Average Fuel Economy (CAFE) Standards: The 2007 Energy Bill creates new federal requirements for increases in fleetwide fuel economy for passenger vehicles and light trucks. The federal legislation requires a fleetwide average of 35 miles per gallon (mpg) to be achieved by 2020. The National Highway Traffic Safety Administration is directed to phase in requirements to achieve this goal. Analysis by CARB suggests that this will require an annual improvement of approximately 3.4 percent between 2008 and 2020.</p>	Community Development Department	
Ongoing	<p>PPP 15-7 California Assembly Bill 1493 – Pavley Standards: On July 22, 2002, Governor Gray Davis signed Assembly Bill 1493 requiring CARB to develop and adopt regulations designed to reduce greenhouse gases emitted by passenger vehicles and light-duty trucks beginning with the 2009 model year. The standards set within the Pavley regulations are expected to reduce GHG emissions from California passenger vehicles by about 22 percent in 2012 and about 30 percent in 2016. California had petitioned the USEPA in December 2005 to allow these more stringent standards and California executive agencies have repeated their commitment to higher mileage standards. On July 1, 2009, the USEPA granted California a waiver that will enable the state to enforce stricter tailpipe</p>	Community Development Department	

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Timing	PPPs, PDFs, and MMs	Responsible for Monitoring	Date Completed
	emissions on new motor vehicles.		
Ongoing	PPP 15-8 California SB 375: SB 375 requires the reduction of GHG emissions from light trucks and automobiles through land use and transportation efforts that will reduce vehicle miles traveled (VMT). In essence, SB 375's goal is to control GHGs by curbing urban sprawl and through better land use planning. SB 375 essentially becomes the land use contribution to the GHG reduction requirements of AB 32, California's global warming bill enacted in 2006. The proposed project is consistent with SB 375 strategies to reduce VMT and associated GHG emissions in that it represents a compact, mixed-use development, improves jobs/housing balance in the City and Orange County Council of Governments Subregion, and provides access to mass transit. According to the 2008 Regional Comprehensive Plan, SCAG's Land Use and Housing Action Plan can be expected to result in a 10 percent reduction in VMT in 2035 when compared to current trends.	Community Development Department	
Ongoing	PPP 15-9 Transit Service to LAX: Although the City of Irvine is serviced by John Wayne Airport, Los Angeles International Airport (LAX) is the regional air transportation hub. Providing direct transit service from the City to LAX can reduce single passenger trips to this destination. The Los Angeles World Airports operates three Flyaway shuttles that provide nonstop airport service to and from Westwood, Van Nuys, and Downtown Los Angeles via the Flyaway program. Since November 16, 2009, a Flyaway shuttle from the Irvine Metrolink Station to LAX provides nonstop service. Based on the ITAM model, a 0.25 percent reduction in VMT is achieved through implementation of this program.	Community Development Department	
Ongoing	PPP 15-10 Comprehensive Signal Retiming and Coordination Program: Emissions are highest at the lowest travel speeds. The City is currently retiming and coordinating signals throughout Irvine under its ITEMS (Irvine Traffic Engineering System) program. The City plans to enhance signal coordination in the IBC area by the end of 2011. A program to retime and coordinate traffic signals would produce more even traffic flows, so that vehicles are not staring and stopping constantly. These types of programs can improve vehicular level of service (LOS), thereby decreasing emissions for the same volume of vehicles. Based on the ITAM model, a 1 percent citywide reduction in VMT is achieved through implementation of this program.	Public Works Department	
Ongoing	PPP 15-11 Additional Fixed Route Shuttle System to Complement The i Shuttle: In March 2008, the City introduced The i Shuttle service, which complements regional bus service and provides direct express transportation to and from the nearby Tustin Metrolink Station, John Wayne Airport, and throughout the IBC. The i Shuttle currently operates 12 fully accessible, compressed natural gas (CNG) buses and is funded by the City of Irvine and the Orange County Transportation Authority. The City's shuttle system has the potential to further decrease VMT in the City by encouraging	Public Works Department	

3. Mitigation Monitoring Requirements

*Table 3-1
Summary of Impacts, Existing Plans, Programs, and Policies (PPPs), Project Design Features (PDFs),
Mitigation Measures (MMs) and Level of Significance after Mitigation*

<i>Timing</i>	<i>PPPs, PDFs, and MMs</i>	<i>Responsible for Monitoring</i>	<i>Date Completed</i>
	employees not living in the IBC to commute to work using mass transit. Fehr & Peers is currently preparing a comprehensive study of additional local shuttles designed to complement the existing fixed route bus service operated by OCTA and the existing The i Shuttle . This report (Irvine Transit Vision, June 2009) identified six new shuttle routes for within the City of Irvine that would connect from either the Irvine Metrolink Station or the Tustin Metrolink Station to various destinations in Irvine. The City will provide additional shuttle service using the Irvine Transit Vision as a guide.		
Ongoing	PPP 15-12 Energy Efficient Traffic Lights: New traffic signals installed within the Irvine Business Complex will have light emitting diodes. The City is implementing a program to convert all traffic lights in the City to traffic light emitting diodes.	Public Works Department	
Ongoing	PPP 15-13 California AB 939 Waste Reduction: The City adopted a Zero Waste program in 2007 to approach waste management. The City recovers approximately 66 percent of its waste for recycling and composting, which exceeds the state's AB 939 waste diversion goals. Furthermore, waste haulers establish rate schedules according to bin size and frequency of collection. Commercial customers that subscribe to smaller bins (e.g., 2 cubic-yard bins) are routinely charged less by haulers. This pricing structure encourages waste reduction and recycling, and tends to minimize hauler pickups.	Public Works Department	
Ongoing	PPP 15-14 City of Irvine Renewable Energy and Existing Buildings Retrofit Program: Pursuant to City Council Resolution 09-52, the City has received federal funding from the U.S. Department of Energy to establish a Renewable Energy and Existing Retrofit Program. Retrofitting is designed to improve a building's energy consumption by using cost-effective measures that do not require extensive remodeling work. The City of Irvine is proposing to use the "whole building approach" meaning that the City will look at the following: <ul style="list-style-type: none"> • Thermal envelope (i.e. the shell insulation and air leakage) • Mechanical systems (i.e. HVAC and domestic hot water) • Appliances and lighting that may need replacing <p>The approach will evaluate these areas and their interaction given usage rates, building site, and climate to assess the building's overall energy efficiency and performance and to make targeted recommendations for improvement and ultimately reduce residential demand. The City of Irvine will create a financing district to help property owners finance energy efficiency improvements and renewable energy installations. The City of Irvine is forming a Property Assessed Clean Energy (PACE) District under the Mello-Roos Community Facilities Act of 1982 and its powers as a charter city. Eligible improvements may include energy efficiency, water conservation, and renewable</p>	Community Development Department	

3. Mitigation Monitoring Requirements

*Table 3-1
Summary of Impacts, Existing Plans, Programs, and Policies (PPPs), Project Design Features (PDFs),
Mitigation Measures (MMs) and Level of Significance after Mitigation*

<i>Timing</i>	<i>PPPs, PDFs, and MMs</i>	<i>Responsible for Monitoring</i>	<i>Date Completed</i>
	energy improvements to privately owned buildings or property. Potential funding for initial improvements may come from various sources including American Recovery and Reinvestment Act grants, taxable bonded indebtedness, other external financing arrangements, or City funds.		
Ongoing	PPP 15-15 Safe Route to Schools: The Safe Routes to School program is a federal and state grant program intended to increase the percentage of students walking or cycling to school. Funding is awarded to cities to construct engineering improvements and to start educational, encouragement, and enforcement programs. The City of Irvine has been successful in obtaining grant funding to implement a citywide program that includes walking school buses—groups of students who meet at a designated location and walk to school together, with a parent at the front and back of the group. This encourages students to walk to school and assuages parents' fears of traffic and crime safety risks that are impediments to walking alone. Based on the ITAM model, a 0.2 percent reduction in VMT is achieved through implementation of this program.	Public Works Department	
Ongoing	PPP 15-16 Circulation Phasing Analysis: The amount of emissions increase exponentially as arterial travel speeds decrease. As is the case with many cities in Southern California, there are often defined congestion locations (such as the major intersections along Jamboree Road) where a majority of congestion and delay occurs. The City currently has a Circulation Phasing Analysis program in place. They collect traffic counts at congested locations on a bi-annual basis and monitor locations every three years. The results of the analysis are used to determine future Capital Improvement Projects.	Public Works Department	
Project Design Features			
During preparation of construction bids for, and construction of, new developments	PDF 15-1 City of Irvine Zoning Code Chapter 9-36-20.1, Alternate Transportation Incentives: As described in the proposed zoning for the project, applicants for new developments in the Irvine Business Complex shall require that the construction contractor provide alternative transportation mode incentives such as bus passes and/or carpooling for workers to and from the worksite on days that construction activities require 200 or more workers. These requirements shall be noted on the grading plan cover sheet.	Community Development Department	
During design of new developments	PDF 15-2 City of Irvine Zoning Code Chapter 9-36-20.2, Recycled Materials: As described in the proposed zoning for the project, applicants for new developments in the Irvine Business Complex shall submit evidence to the satisfaction of the Director of Community Development or the Director of Public Works that the project uses recycled materials for at least 20 percent of construction materials. Recycled materials may include salvaged, reused, and recycled content materials. Recycled and/or salvaged building materials shall be shown on building plans and product cut sheets submitted to the	Community Development Department	

3. Mitigation Monitoring Requirements

*Table 3-1
Summary of Impacts, Existing Plans, Programs, and Policies (PPPs), Project Design Features (PDFs),
Mitigation Measures (MMs) and Level of Significance after Mitigation*

<i>Timing</i>	<i>PPPs, PDFs, and MMs</i>	<i>Responsible for Monitoring</i>	<i>Date Completed</i>
	City.		
Ongoing	PDF 15-3 City General Plan Element N, Compact/Mixed-Use Development: The California Energy Commission (CEC) considers compact development forms beneficial for minimizing energy consumption that leads to greenhouse gas emissions. In fact, the CEC's report on the connections between land use and climate change identifies density as the project feature most predictive of the number of vehicle trips and VMT by project occupants. The project locates additional housing opportunities near major employment and transportation centers. On a regional basis, this Land Use PDF will reduce regional VMT.	Community Development Department	
Ongoing	PDF 15-4 City General Plan Element N, High Rate of Internal Trip Capture: With the inclusion of a mix of land uses including office, commercial, industrial, and residential in the project area, the proposed project significantly reduces trips outside the project area. This reduces trip length and congestion on the local circulation system outside the project area.	Community Development Department	
Ongoing	PDF 15-5 City of Irvine Zoning Code Chapter 9-36-20.7, Office/Commercial Development Heat Island Standards: New parking lots serving retail and office developments shall include tree plantings designed to result in 50 percent shading of parking lot surface areas within 15 years. These shading requirements shall apply to all impervious surfaces on which a vehicle can drive, including parking stalls, driveways, and maneuvering areas within parking areas. Commercial developments shall provide landscapes with drought-resistant species and groundcovers, rather than pavement, to reduce heat reflection. Additionally: 1) Buildings are encouraged to be oriented to the south or southwest, where feasible; 2) deciduous trees are encouraged to be planted on the west and south sides of structures.	Community Development Department	
Ongoing	PDF 15-6 City General Plan Element N, Urban Infill Near Multiple Transit Modes: The project would develop high-density housing in an area being served by at least two modes of transit. On March 31, 2008, The i Shuttle , which is operated by the City of Irvine and designed for the IBC community, began operating. The shuttle allows residents and employees to have an alternative way to commute to jobs and locations throughout the IBC. The shuttle offers three routes to accommodate residents and employees traveling within the area and to and from the IBC (see Figure 4-2, <i>The i Shuttle Route</i>). Route A connects the Tustin Metrolink Station to the John Wayne Airport via Von Karman Avenue. Route B connects the Tustin Metrolink Station to the heart of the IBC via Jamboree Road and Michelson Drive. Route C is a midday service in the busiest section of the IBC. Therefore, the project would facilitate walking and nonmotor travel to a greater extent than would be the case for similar development in outlying areas without extensive transit availability. In addition, the high-	Community Development Department	

3. Mitigation Monitoring Requirements

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Mitigation Measures (MMs) and Level of Significance after Mitigation*

<i>Timing</i>		<i>PPPs, PDFs, and MMs</i>	<i>Responsible for Monitoring</i>	<i>Date Completed</i>
		density development would include a greater number of potential residents that could use or engage in alternative modes of travel than in a lower density development on the project site.		
During design and operation of new commercial, office, and retail developments	PDF 15-7	City of Irvine Zoning Code Chapter 9-36-21, Transportation Management Association (TMA): The City anticipates establishment of a TMA for the IBC by Spring 2010. Based on the ITAM model, establishment of the TMA for the IBC Vision Plan area would result in a reduction of 8 percent of projected VMT.	Community Development Department	
Ongoing	PDF 15-8	Pedestrian Improvements: The IBC Vision Plan creates funding mechanisms to provide for the implementation of community-orientated pedestrian infrastructure improvements to increase walkability. New streets incorporated into the IBC would reduce the size of the city blocks to a pedestrian scale and pedestrian paseos would connect to the arterials at key locations. In addition, many of the streets in the IBC currently do not have sidewalks. The sidewalk improvement program would be expanded to provide connectivity, and incorporate several new pedestrian bridges, and many existing sidewalks would be moved away from the curb into the setback area. The Creekwalk system is also envisioned adjacent to the San Diego Creek to provide a trail to connect the Great Park from the IBC and the Civic Center.	Public Works Department	
Ongoing	PDF 15-9	City General Plan Element N, Bicycle Improvements: The IBC would provide linkages to the City regional bicycle trail system. Currently continuous on-street bicycle lanes exist only along Main Street. Bicycle lanes are proposed along parts of Jamboree Road, Red Hill Avenue, Von Karman Avenue, Michelson Avenue, Carlson Avenue, Barranca Parkway, and Alton Parkway. Furthermore, the sidewalk system would be shared between pedestrians and bicycles. As part of the Vision Plan, bicycle connections to the San Marco Park, adjacent to the San Diego Creek, would be improved with a new pedestrian bridge. Also refer to PDF 13-1 and PDF 15-7, which allow for creation of a Transportation Management Association (TMA) for the IBC area.	Public Works Department	
Prior to issuance of building permits	PDF 15-10	City of Irvine Zoning Code Chapter 9-36-20.4: Ultra-Low-Flow Fixtures: Applicants for new developments in the Irvine Business Complex shall submit evidence to the satisfaction of the Director of Community Development that toilets, urinals, sinks, showers, and other water fixtures installed on-site are ultra-low-flow water fixtures that exceed the Uniform Plumbing Code. Examples are: 1.28 average gallons per flush high efficiency toilets, 2 gallon per minute (gpm) efficient bathroom faucets, 2.2 gpm efficient kitchen faucets, and 2.2 gpm efficient shower heads.	Community Development Department	

3. Mitigation Monitoring Requirements

*Table 3-1
Summary of Impacts, Existing Plans, Programs, and Policies (PPPs), Project Design Features (PDFs),
Mitigation Measures (MMs) and Level of Significance after Mitigation*

<i>Timing</i>	<i>PPPs, PDFs, and MMs</i>	<i>Responsible for Monitoring</i>	<i>Date Completed</i>
Prior to issuance of building permits	PDF 15-11 City of Irvine Zoning Code Chapter 9-36-20.5: Landscaping and Irrigation Systems: Applicants for new developments in the Irvine Business Complex shall submit evidence to the satisfaction of the Director of Community Development that landscaping irrigation systems installed in the project are automated, high-efficient irrigation systems that reduce water use, such as an evapotranspiration "smart" weather-based irrigation controller, dual piping for recycled water, and bubbler irrigation; low-angle, low-flow spray heads; moisture sensors; and use of a California-friendly landscape palette. These features will make the project consistent with the intent of the California Water Conservation in Landscaping Act of 2006 (AB 1881), including provisions to reduce the wasteful, uneconomic, inefficient, and unnecessary consumption of water.	Community Development Department	
Ongoing	PDF 15-12 City of Irvine Zoning Code Chapter 9-36-20.6: Use of Reclaimed Water on All Master Landscaped Areas: If recycled water service is determined by IRWD to be feasible (see PPP 14-1), applicants for new developments in the Irvine Business Complex shall use reclaimed water in all master landscaped areas. This will include master landscaped commercial, multifamily, common, roadways, and park areas. Master landscapes will also incorporate weather-based controllers and efficient irrigation system designs to reduce overwatering, combined with the application of a California-friendly landscape palette.	Irvine Ranch Water District	
Ongoing	PDF 15-13 City of Irvine Zoning Code Chapter 9-36-20.8: Material Recovery: To reduce waste generated in the IBC and encourage recycling of solid wastes, the Orange County Integrated Waste Management Department operates material recovery facilities to recycle glass, plastic, cans, junk mail, paper, cardboard, greenwaste (e.g., grass, weeds, leaves, branches, yard trimmings, and scrap wood), and scrap metal. Future employees, residents, and customers would participate in these programs. On-site recycling facilities will be required for all commercial, retail, industrial, and multifamily residential developments.	Community Development Department	
Prior to issuance of building permits	PDF 15-14 City of Irvine Zoning Code Chapter 5-8-4.A.7: GreenPoint Rated Residential Buildings: Applicants for new residential developments in the Irvine Business Complex shall submit evidence to the satisfaction of the Director of Community Development that proposed buildings are designed and constructed to be GreenPoint Rated. GreenPoint Rated developments must achieve a minimum of 50 total points and meet the category-specific point thresholds as specified in the current GreenPoint Rated Builder Handbook. Developments that exceed this minimum are rewarded by a higher grade on their projects. The GreenPoint Rated program is updated every three years to coincide with changes to the California Building Energy Efficiency Standards.	Community Development Department	

3. Mitigation Monitoring Requirements

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Prior to issuance of building permits	PDF 15-15	City of Irvine Zoning Code Chapter 9-36-20.9: Designed to Earn the Energy Star Non-Residential Buildings: Applicants for new non-residential developments in the Irvine Business Complex shall submit evidence to the satisfaction of the Director of Community Development that proposed buildings are designed and constructed to achieve the 'Designed to Earn the Energy Star' rating. In order achieve the 'Designed to Earn the Energy Star' rating, the architect/design firm must demonstrate that the final estimate of the building's energy use corresponds to a rating of 75 or better using the US EPA's Energy Performance Rating from the Internet-based tool, Target Finder.	Community Development Department	

4. Mitigation Monitoring Reports

Mitigation monitoring reports are required to document compliance with the Mitigation Monitoring Program, and dispute arbitration enforcement resolution. Specific reports include:

- Field Check Report
- Plan Check Conformance Reports
- Implementation Compliance Report
- Arbitration/Enforcement Report

4.1 FIELD REPORTS

Field reports are required to record in-field compliance and conditions.

4.2 PLAN CHECK CONFORMANCE REPORTS

Plan check conformance reports are completed by the Community Development Department, the Department of Public Works and the mitigation monitor to evaluate final engineering compliance with mitigation measures outlined in the Final EIR.

4.3 IMPLEMENTATION COMPLIANCE REPORT (ICR)

The ICR is prepared to document the implementation of mitigation measures on a phased basis and is shown in Table 3-1. The report summarizes implementation compliance including mitigation measures and date completed.

4. Mitigation Monitoring Reports

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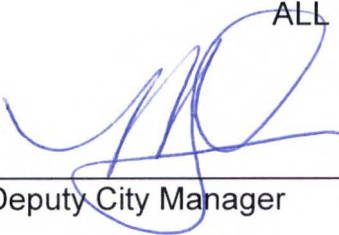
5.3



REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: June 12, 2018

TITLE: CONSIDER TAKING A POSITION ON ASSEMBLY BILL 1912 (RODRIGUEZ) PROPOSING AMENDED RETIREMENT RELATED LIABILITY REQUIREMENTS FOR JOINT POWERS AUTHORITIES AND ALL MEMBER AGENCIES



Deputy City Manager

City Manager

RECOMMENDED ACTION

Staff recommends the City Council consider taking an *Oppose Unless Amended* position on Assembly Bill 1912 (Rodriguez) as amended May 9, 2018.

EXECUTIVE SUMMARY

Assemblymember Freddie Rodriguez (D-Pomona) introduced Assembly Bill (AB) 1912 which, if adopted, would change retirement related liability requirements for Joint Powers Authorities (JPA) and all member agencies. The bill was most recently amended on May 9, 2018 (Attachment 1). As currently proposed, existing JPAs that contract with a retirement system will be required to “apportion” retirement liability among their member agencies. The bill would require JPA members to mutually agree to an apportionment. If the member agencies cannot agree, the liabilities would be allocated by the retirement system based on a member’s “share of service” or “population.” AB 1912 imposes joint and several liability on JPAs entering into new contracts with a retirement system on and after January 1, 2019.

Irvine is a member of the Orange County Fire Authority (OCFA) and several other JPAs. Some of those JPAs have significant liabilities. Under current law — and under the Joint Powers Agreements pursuant to which the City entered into the JPAs — the City has minimal if any responsibility for those liabilities. AB 1912 would change that circumstance and renders Irvine responsible, both retroactively and prospectively, for JPA liabilities.

Staff recommends an *Oppose Unless Amended* position on AB 1912 to retain local control of JPA terms. The City would convey that position in a letter to relevant legislators (including Assemblymember Rodriguez), and would obtain other appropriate assistance of our legislative advocate, Gonsalves & Son. The City Council could amend its position if future amendments resolve our concerns.

COMMISSION/BOARD/COMMITTEE RECOMMENDATION

Not Applicable

ANALYSIS

AB 1912 places substantial burdens and costly new requirements on local agencies by requiring JPA member agencies to apportion JPA retirement liability based on "share of service" or "population." If member agencies cannot agree on an apportionment, the bill would allow a public retirement system (such as CalPERS and OCERS) to determine the retirement-related obligations of JPA members.

Retirement obligations are unlike other forms of traditional debts and liabilities. Unfunded retirement liabilities can be volatile and grow without control of agencies who contract with a retirement system. AB 1912 would hold all agencies of a JPA accountable for the investment shortfalls, future assumption changes, and other changes with negative fiscal impacts made by the retirement agencies.

The City of Irvine currently participates in the JPAs listed below:

1. Orange County Council of Governments
2. Orange County Fire Authority
3. Southern California Association of Governments
4. The Irvine Child Care Project (Non-Profit JPA of the City and IUSD)
5. Transportation Corridor Agency
6. Orange County Transportation Authority – While not a JPA, it is a member of at least two JPAs: Metrolink and the Los Angeles-San Diego-San Luis Obispo Rail Corridor Agency (LOSSAN).^{*} OCTA opposed AB 1912, citing significant implications for its participation in JPAs, and its financing and bonding processes.

^{}The impact of AB 1912 on such JPAs is unknown, and an example of the complexity and potential unintended consequences of AB 1912 as written.*

Staff has contacted the above JPAs to obtain any available financial impact information. In general, such information is not yet available, because each JPA will need actuarial analysis and determination of fair apportionment of up to date retirement liabilities.

Staff has also reviewed the analysis and discussion by OCFA. On May 24, the OCFA Board of Directors directed OCFA staff to seek amendments to AB 1912 to exclude liabilities of Structural Fire Fund cities and to avoid reporting of OCFA's retirement liabilities by member agencies (Attachment 2). The OCFA staff report asserts that the bill poses a concern unique to Structural Fire Fund (SFF) cities, because (according to OCFA) SFF cities do not have the legal responsibility or entitlement to the SFF. Instead, OCFA contends that property tax revenues from the SFF are directed to OCFA by the County independent of the SFF cities. Therefore, OCFA claims, an SFF city does not have the ability to assume fire service or receive SFF without approval from the County and OCFA.

After receiving the OCFA staff report, the OCFA Board directed that staff recommend amendments recognizing OCFA's unique JPA structure, and potential unintended consequences.

As to allocation of liabilities, the OCFA staff report included a hypothetical distribution of its \$400.6 million in unfunded pension liability by member agency as of December 31, 2017. Irvine's share is proposed at \$67.6 million. OCFA notes this apportionment is "flawed" because of its "simplistic method." For example, the hypothetical allocation assigns a pro-rata share of the pension liability to the City of Santa Ana, even though that city (1) has only been a member of OCFA since 2012, and (2) specifically contracted with OCFA to limit its responsibility for pension liabilities incurred from and after it joined the JPA. Nevertheless the hypothetical allocation provides an "order of magnitude" as to the liabilities involved (and Irvine's potential share of those liabilities).

As to accounting procedures, OCFA's staff report expressed concern that JPA member agencies will be required to "double report" liabilities on financial reports. In other words, the pension liability will be reflected on the books of the JPA, then reflected again (based on the allocation process described above) on each member agency's individual books.

The League of California Cities, California State Association of Counties and a coalition of others oppose AB 1912 (Attachment 3). Staff recommends that the City Council take a position of oppose unless amended to AB 1912, and encourage amendments that retain local control regarding the responsibility for and allocation of liabilities. The CalPERS Board is expected to take a position on AB 1912 at its June 19, 2018 meeting. A list of opposition is included in the Assembly Floor Alert issued May 30 (Attachment 4).

AB 1912 passed out of the Assembly on a 49 to 27 vote on May 30. It is scheduled for consideration by the Senate Public Employment and Retirement Committee on June 11. To stay on its schedule, the bill must pass out of Senate policy committees by June 29, and out of Senate Appropriations by August 17 (legislature is on recess July 4-August 6).

ALTERNATIVES CONSIDERED

1. Direct staff to monitor the bill until additional amendments have been proposed in the Senate.
2. Direct staff to work with the Orange County Fire Authority to seek amendments specific to Structural Fire Fund cities and the member agency "double reporting" requirement.
3. Choose to take an Oppose position based on retaining local government control.

FINANCIAL IMPACT

If AB 1912 is adopted as written (May 9, 2018 version), the fiscal impact could be significant. Actual costs would depend on its final language and whether adopted and signed by Governor Brown.

REPORT PREPARED BY: Michelle Grettenberg, Deputy City Manager

ATTACHMENTS

1. Proposed Assembly Bill 1912 (Rodriguez) as amended – May 9, 2018
2. Orange County Fire Authority Staff Report – May 24, 2018 (excluding bill language)
3. Coalition Opposition Letter – May 9, 2018
4. List of Opposition – Assembly Floor Alert – May 30, 2018

AMENDED IN ASSEMBLY MAY 9, 2018
AMENDED IN ASSEMBLY APRIL 19, 2018
AMENDED IN ASSEMBLY MARCH 19, 2018
CALIFORNIA LEGISLATURE—2017–18 REGULAR SESSION

ASSEMBLY BILL

No. 1912

Introduced by Assembly Member Rodriguez

January 23, 2018

An act to amend Section 6508.1 of, to add Sections 6508.2, 20461.1, 20574.1, and 20575.1 to, and to repeal and add Section 20577.5 of, the Government Code, ~~and to amend Section 366.2 of the Public Utilities Code~~, relating to public agencies, and making an appropriation therefor.

LEGISLATIVE COUNSEL'S DIGEST

AB 1912, as amended, Rodriguez. Public employees' retirement: joint powers agreements: liability.

(1) Existing law establishes various public agency retirement systems, including, among others, the Public Employees' Retirement System, the State Teachers' Retirement System, the Judges' Retirement System II, and various county retirement systems pursuant to the County Employees Retirement Law of 1937. These systems provide defined pension benefits to public employees based on age, service credit, and amount of final compensation.

The Joint Exercise of Powers Act generally authorizes 2 or more public agencies, by agreement, to jointly exercise any common power. Under the act, if ~~the~~ *an* agency is not one or more of the parties to the agreement but is a public entity, commission, or board constituted pursuant to the agreement, the debts, liabilities, and obligations of the agency are the debts, liabilities, and obligations of the parties to the

agreement, unless the agreement specifies ~~otherwise and except as otherwise provided with respect to certain community choice aggregator joint powers agencies.~~ *otherwise*. The act also authorizes a party to a joint powers agreement to separately contract for, or assume responsibilities for, specific debts, liabilities, or obligations of the agency.

This bill would eliminate that authorization, *and* would specify that if an agency ~~to established by~~ a joint powers agreement participates ~~in in, or contracts with,~~ a public retirement system, ~~all parties, member agencies,~~ both current and former to the agreement, would be ~~jointly and severally liable for all required to mutually agree as to the apportionment of the agency's retirement obligations to the retirement system, and would eliminate the authority of those parties to agree otherwise with respect to the retirement liabilities among themselves,~~ *provided that the agreement equals the total retirement liability of the agency. The bill would require the board, in cases in which the member agencies are unable to mutually agree to apportionment, to apportion the retirement liability of the agency to each member agency, as specified.* The bill would also provide that if a judgment is rendered against an agency or a party to the agreement for a breach of its obligations to the retirement system, the time within which a claim for injury may be presented or an action commenced against the other party that is subject to the liability determined by the judgment begins to run when the judgment is rendered. The bill would specify that those provisions apply retroactively to all parties, both current and former, to the joint powers agreement.

(2) The Public Employees' Retirement Law (PERL) creates the Public Employees' Retirement System (PERS), which provides a defined benefit to members of the system, based on final compensation, credited service, and age at retirement, subject to certain variations. PERL vests management and control of PERS in its Board of Administration. Under PERL, the board may refuse to contract with, or to agree to an amendment proposed by, any public agency for any benefit provisions that are not specifically authorized by that law and that the board determines would adversely affect the administration of the retirement system.

This bill would prohibit the ~~board~~ *board, on and after January 1, 2019,* from contracting with any public agency formed under the Joint Exercise of Powers Act unless all the parties to that agreement are jointly and severally liable for all of the public agency's obligation to

~~the system. The bill would specify that those provisions apply retroactively to all parties, both current and former, to the agreement. The bill would also require any current agreement that does not meet these requirements to be reopened to include a provision holding all member agencies party to the agreement jointly and severally liable for all of the public agency's obligations to the system.~~

(3) Existing law authorizes the governing board of a contracting agency to terminate its membership with PERS, subject to specified criteria. Existing law requires the PERS board to enter into a specified agreement with the governing body of a terminating agency, upon request of that agency, to ensure that final compensation is calculated in the same manner as benefits of nonterminating agencies, and that related necessary adjustments in the employer's contribution rate are made and benefits adequately funded, including a lump-sum payment at termination, if agreed to by the terminating agency and the board. Existing law requires a terminating agency to notify the PERS board of its intention to enter into this agreement within a specified period of time. Existing law authorizes the PERS board to choose not to enter into an agreement to terminate if the board determines that it is not in the best interests of PERS. Existing law requires all plan assets and liabilities of a terminating agency to be deposited in a single pooled account, the terminated agency pool subaccount within the Public Employees' Retirement Fund, a continuously appropriated fund.

This bill would also require the PERS board to enter into the above-described agreement upon request of a member agency of a terminating agency formed under the Joint Exercise of Powers Act, and would require a member agency to notify the PERS board of its intention to enter into this agreement within a specified period of time. The bill would authorize the board, if it determines that it is not in the best interests of the retirement system, to choose not to enter into that agreement. To the extent that the bill would increase any lump-sum payments made by a terminating agency and deposited into a subaccount within the Public Employees' Retirement Fund, the bill would make an appropriation. The bill would also provide that if the governing body of a terminating agency or the governing bodies of its member agencies do not enter into an agreement, the member agencies would then assume the retirement obligations for their retirement systems, ~~by apportionment among the member agencies as mutually agreed to by those agencies, or as determined by the board if the member agencies are unable to mutually agree, as prescribed: systems.~~

(4) Existing law makes a terminated agency liable to the system for any deficit in funding for earned benefits, interest, and for reasonable and necessary costs of collection, including attorney's fees. Existing law provides that the board has a lien on the assets of a terminated contracting agency, as specified, and that assets shall also be available to pay actual costs, including attorney's fees necessarily expended for collection on the lien.

This bill would extend that liability and lien to all of the parties of a terminating agency that was formed under the Joint Exercise of Powers Act. ~~The bill would specify that the liability of those parties is joint and several.~~ To the extent that these changes would increase deposits in the Public Employees' Retirement Fund, the bill would make an appropriation.

(5) Existing law authorizes the board of PERS to elect not to impose a reduction, or to impose a lesser reduction, on a terminated plan if the board has made all reasonable efforts to collect the amount necessary to fully fund the liabilities of the plan and the board finds that not reducing the benefits, or imposing a lesser reduction, will not impact the actuarial soundness of the terminated agency pool.

This bill would eliminate that provision. The bill would require the ~~board~~ board, *prior to exercising its authority to reduce benefits, to consider and exhaust all options and necessary actions, including evaluating whether* to bring a civil action against any member agencies to a terminated agency formed by an agreement under the Joint Exercise of Powers Act to compel payment of the terminated public agency's pension obligations. The bill would also specify that the board is entitled to reasonable attorney's fees in addition to other costs. The bill would also set forth related legislative findings.

Vote: majority. Appropriation: yes. Fiscal committee: yes.
State-mandated local program: no.

The people of the State of California do enact as follows:

1 SECTION 1. The Legislature finds and declares as follows:

2 (a) Retirement security is important to families, workers, and
3 communities, as well as to the local, regional, and statewide
4 economies, and provides financial security and dignity to those
5 who retire.

6 (b) A defined benefit plan offers, among other types of
7 retirement plans, a guarantee of financial security in retirement.

1 (c) A Joint Power Authority (JPA) created pursuant to the Joint
2 Exercise of Powers Act (Chapter 5 (commencing with Section
3 6500) of Division 7 of Title 1 of the Government Code) provides
4 important services and benefits to its geographical areas and
5 communities.

6 (d) A JPA may offer a defined benefit plan to attract, recruit,
7 and retain highly skilled employees toward providing services and
8 fulfilling its purpose.

9 (e) Employees who have been promised a retirement allowance
10 and the other benefits of a defined benefit plan by their employer
11 should be provided those benefits after reaching the requisite age,
12 based on years of service and an established benefit formula, as
13 promised by that employer.

14 (f) Further, an employee who accepts employment with a JPA
15 employer that promises a defined benefit plan may detrimentally
16 rely on the retirement benefit, as committed by the employer,
17 during his or her employment and retirement from that employer.

18 (g) Moreover, a JPA might have limited sources of revenue,
19 and an inability to increase, or secure additional sources of revenue,
20 that may lead to financial distress or insolvency of the JPA, absent
21 the financial surety of its member agencies and for the retirement
22 benefits of the JPA's employees.

23 (h) Additionally, employees who rely on a promise by a JPA
24 employer to provide retirement benefits by accepting and
25 maintaining employment with the employer based partly on the
26 employer's promise may do so to their own retirement detriment.

27 (i) Thus, member agencies of a JPA should not be permitted to
28 absolve themselves of financial liability, in whole or in part, of
29 the financial distress or insolvency of a JPA that results in
30 reductions in a defined benefit plan retirement allowance of a
31 retired JPA employee, of which the agencies are members.

32 (j) Therefore, in order to ensure that the ~~Board of Administration~~
33 ~~of the Public Employees' Retirement System~~ *board of a public*
34 *retirement system* is meeting its fiduciary duties and responsibilities
35 to its members and the system, the board should be permitted to
36 seek legal redress on behalf of its members as a result of the
37 financial insolvency of a JPA that contracts with the retirement
38 system if the financial distress or insolvency of the JPA may result
39 in a reduction of retirement benefits to its members.

(k) Further, to ensure that the board is meeting its fiduciary duties and responsibilities, ~~both current and future contracts with the retirement system by a JPA must include joint and several liability provisions that apply to all agencies under the agreement in order to protect the members of the retirement system against financial insolvency.~~ *contracts with the retirement system by a JPA must protect present and future retirees of the JPA.*

(l) *For purposes of this section, “public retirement system” means any pension or retirement system of a public employer, including, but not limited to, an independent retirement plan offered by a public employer that the public employer participates in or offers to its employees for the purpose of providing retirement benefits, or a system of benefits for public employees that is governed by Section 401(a) of Title 26 of the United States Code.*

SEC. 2. Section 6508.1 of the Government Code is amended to read:

6508.1. (a) If the agency is not one or more of the parties to the agreement but is a public entity, commission, or board constituted pursuant to the agreement, the debts, liabilities, and obligations of the agency shall be debts, liabilities, and obligations of the parties to the agreement, unless the agreement specifies otherwise. However, the parties to the agreement may not agree otherwise with respect to the retirement liabilities of the agency if the agency contracts with a public retirement ~~system.~~ *system.*

(b) *For purposes of this section, “public retirement system” means any pension or retirement system of a public employer, including, but not limited to, an independent retirement plan offered by a public employer that the public employer participates in or offers to its employees for the purpose of providing retirement benefits, or a system of benefits for public employees that is governed by Section 401(a) of Title 26 of the United States Code.*

SEC. 3. Section 6508.2 is added to the Government Code, to read:

6508.2. (a) ~~Notwithstanding Section 6508.1, if the agency participates in, or contracts with, a public retirement system, all parties, and member agencies, both current and former, to the agreement, including all amendments thereto, shall be jointly and severally liable for all obligations to the retirement system.~~ *mutually agree as to the apportionment of the agency’s retirement*

obligations among themselves, provided that the agreement equals the total retirement liability of the agency. A copy of this mutual agreement, signed by all parties thereto, shall be provided to the board, which shall be reflected in the agreement with the board. If the member agencies are unable to mutually agree to apportionment of the total retirement liability of the agency, the board shall apportion the retirement liability of the agency to each member agency based on the share of service received from the joint power authority by the agency, or population of each member agency, such that the apportionment equals the total retirement liability of the agency, which shall be reflected in the agreement with the board. However, if, after the board apportions the retirement liability, the member agencies mutually agree to apportionment that equals the total retirement liability of the agency, a copy of that agreement signed by all parties thereto shall be provided to the board, which shall supersede the apportionment made by the board, and be reflected in the agreement with the board.

(2) For purposes of this section, “board” means the board of any pension or retirement system of a public employer, including, but not limited to, an independent retirement plan offered by a public employer that the public employer participates in or offers to its employees for the purpose of providing retirement benefits, or a system of benefits for public employees that is governed by Section 401(a) of Title 26 of the United States Code.

(b) Notwithstanding any other law, if a judgment is rendered against an agency or a party to the agreement for a breach to its obligations to the public retirement system, the time within which a claim for injury may be presented or an action commenced against any other party that is subject to the liability determined by the judgment begins to run when the judgment is rendered.

(c) This section shall apply retroactively to all parties, both current and former, to the agreement.

SEC. 4. Section 20461.1 is added to the Government Code, to read:

20461.1. ~~(a) The~~ On and after January 1, 2019, the board shall not contract with any public agency formed by an agreement under Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 unless all the parties to that agreement, including all amendments

1 thereto, are jointly and severally liable for all of the public agency's
2 obligations to this system.

3 ~~(b) This section shall apply retroactively to all parties, both~~
4 ~~current and former, to the agreement. Any current agreement~~
5 ~~forming a public agency under Chapter 5 (commencing with~~
6 ~~Section 6500) of Division 7 of Title 1 that does not meet the~~
7 ~~requirements set forth in this section shall be reopened to include~~
8 ~~a provision holding all member agencies party to the agreement~~
9 ~~jointly and severally liable for all of the public agency's obligations~~
10 ~~to this system.~~

11 SEC. 5. Section 20574.1 is added to the Government Code, to
12 read:

13 20574.1. In lieu of the procedure set forth in Section 20574,
14 all parties to a terminating agency that was formed by an agreement
15 under Chapter 5 (commencing with Section 6500) of Division 7
16 of Title 1 shall be jointly and severally liable to the system for any
17 deficit in funding for earned benefits, as determined pursuant to
18 Section 20577, interest at the actuarial rate from the date of
19 termination to the date the agency pays the system, and reasonable
20 and necessary costs of collection, including attorneys' fees. The
21 board shall have a lien on the assets of a terminated contracting
22 agency and on the assets of all parties to the terminating contracting
23 agency, subject only to a prior lien for wages, in an amount equal
24 to the actuarially determined deficit in funding for earned benefits
25 of the employee members of the agency, interest, and collection
26 costs. The assets shall also be available to pay actual costs,
27 including attorney's fees, necessarily expended for collection of
28 the lien.

29 SEC. 6. Section 20575.1 is added to the Government Code, to
30 read:

31 20575.1. (a) Notwithstanding any other provision of this part
32 to the contrary, upon request of a terminating agency formed by
33 an agreement under Chapter 5 (commencing with Section 6500)
34 of Division 7 of Title 1 or of any member agency to the agreement,
35 the board shall enter into an agreement with the governing body
36 of a terminating agency or the governing body of the member
37 agency in order to ensure that (1) the final compensation used in
38 the calculation of benefits of its employees shall be calculated in
39 the same manner as the benefits of employees of agencies that are
40 not terminating, regardless of whether they retire directly from

1 employment with the terminating agency or continue in other
2 public service; and (2) related necessary adjustments in the
3 employer's contribution rate are made, from time to time, by the
4 board prior to the date of termination to ensure that benefits are
5 adequately funded or any other actuarially sound payment
6 technique, including a lump-sum payment at termination, is agreed
7 to by the governing body of the terminating agency and the board.

8 (b) A terminating agency formed by an agreement under Chapter
9 5 (commencing with Section 6500) of Division 7 of Title 1 that
10 will cease to exist or its member agency shall notify the board not
11 sooner than three years nor later than one year prior to the
12 terminating agency's termination date of its intention to enter into
13 agreement pursuant to this section. The terms of the agreement
14 shall be reflected in an amendment to the agency's contract with
15 the board.

16 (c) If the board, itself, determines that it is not in the best
17 interests of the system, it may choose not to enter into an agreement
18 pursuant to this section.

19 (d) If the governing body of a terminating agency formed by
20 an agreement under Chapter 5 (commencing with Section 6500)
21 of Division 7 of Title 1 or the governing bodies of its member
22 agencies do not enter into an agreement pursuant to this section,
23 the member agencies shall assume the retirement obligations on
24 their retirement systems. ~~Member agencies of the agency shall~~
25 ~~mutually agree as to the apportionment of the agency's retirement~~
26 ~~obligations among themselves provided that the agreement equals~~
27 ~~the total retirement liability of the agency. A copy of this mutual~~
28 ~~agreement signed by all parties thereto shall be provided to the~~
29 ~~board, which shall be reflected in the agreement with the board.~~
30 ~~If the member agencies are unable to mutually agree to~~
31 ~~apportionment of the total retirement liability of the agency, the~~
32 ~~board shall, in its discretion, apportion the retirement liability of~~
33 ~~the agency to each member agency such that the apportionment~~
34 ~~equals the total retirement liability of the agency, which shall be~~
35 ~~reflected in the agreement with the board. However, if after the~~
36 ~~board apportions the retirement liability, the member agencies~~
37 ~~mutually agree to apportionment that equals the total retirement~~
38 ~~liability of the agency, a copy of that agreement signed by all~~
39 ~~parties thereto shall be provided to the board, which shall supersede~~

1 the apportionment made by the board, and be reflected in the
2 agreement with the board.

3 SEC. 7. Section 20577.5 of the Government Code is repealed.

4 SEC. 8. Section 20577.5 is added to the Government Code, to
5 read:

6 20577.5. The board ~~shall bring a~~ *shall, prior to exercising*
7 *authority granted pursuant to Section 20577, consider and exhaust*
8 *all options and necessary actions, including evaluating whether*
9 *to bring a civil action against any and all of the member agencies*
10 *that are parties to a terminated agency formed by an agreement*
11 *under Chapter 5 (commencing with Section 6500) of Division 7*
12 *of Title 1 to compel payment of the terminated agency's pension*
13 *obligations; retirement obligations pursuant to Section 20575.1,*
14 *and shall be entitled to reasonable attorneys' attorney's fees in*
15 *addition to other costs.*

16 SEC. 9. Section 366.2 of the Public Utilities Code is amended
17 to read:

18 366.2. (a) (1) ~~Customers shall be entitled to aggregate their~~
19 ~~electric loads as members of their local community with~~
20 ~~community choice aggregators.~~

21 (2) ~~Customers may aggregate their loads through a public~~
22 ~~process with community choice aggregators, if each customer is~~
23 ~~given an opportunity to opt out of his or her community's~~
24 ~~aggregation program.~~

25 (3) ~~If a customer opts out of a community choice aggregator's~~
26 ~~program, or has no community choice aggregation program~~
27 ~~available, that customer shall have the right to continue to be served~~
28 ~~by the existing electrical corporation or its successor in interest.~~

29 (4) ~~The implementation of a community choice aggregation~~
30 ~~program shall not result in a shifting of costs between the customers~~
31 ~~of the community choice aggregator and the bundled service~~
32 ~~customers of an electrical corporation.~~

33 (5) ~~A community choice aggregator shall be solely responsible~~
34 ~~for all generation procurement activities on behalf of the~~
35 ~~community choice aggregator's customers, except where other~~
36 ~~generation procurement arrangements are expressly authorized by~~
37 ~~statute.~~

38 (b) ~~If a public agency seeks to serve as a community choice~~
39 ~~aggregator, it shall offer the opportunity to purchase electricity to~~
40 ~~all residential customers within its jurisdiction.~~

1 ~~(e) (1) Notwithstanding Section 366, a community choice~~
2 ~~aggregator is hereby authorized to aggregate the electrical load of~~
3 ~~interested electricity consumers within its boundaries to reduce~~
4 ~~transaction costs to consumers, provide consumer protections, and~~
5 ~~leverage the negotiation of contracts. However, the community~~
6 ~~choice aggregator may not aggregate electrical load if that load is~~
7 ~~served by a local publicly owned electric utility. A community~~
8 ~~choice aggregator may group retail electricity customers to solicit~~
9 ~~bids, broker, and contract for electricity and energy services for~~
10 ~~those customers. The community choice aggregator may enter into~~
11 ~~agreements for services to facilitate the sale and purchase of~~
12 ~~electricity and other related services. Those service agreements~~
13 ~~may be entered into by an entity authorized to be a community~~
14 ~~choice aggregator, as defined in Section 331.1.~~

15 ~~(2) Under community choice aggregation, customer participation~~
16 ~~may not require a positive written declaration, but each customer~~
17 ~~shall be informed of his or her right to opt out of the community~~
18 ~~choice aggregation program. If no negative declaration is made~~
19 ~~by a customer, that customer shall be served through the~~
20 ~~community choice aggregation program. If an existing customer~~
21 ~~moves the location of his or her electric service within the~~
22 ~~jurisdiction of the community choice aggregator, the customer~~
23 ~~shall retain the same subscriber status as prior to the move, unless~~
24 ~~the customer affirmatively changes his or her subscriber status. If~~
25 ~~the customer is moving from outside to inside the jurisdiction of~~
26 ~~the community choice aggregator, customer participation shall not~~
27 ~~require a positive written declaration, but the customer shall be~~
28 ~~informed of his or her right to elect not to receive service through~~
29 ~~the community choice aggregator.~~

30 ~~(3) A community choice aggregator establishing electrical load~~
31 ~~aggregation pursuant to this section shall develop an~~
32 ~~implementation plan detailing the process and consequences of~~
33 ~~aggregation. The implementation plan, and any subsequent changes~~
34 ~~to it, shall be considered and adopted at a duly noticed public~~
35 ~~hearing. The implementation plan shall contain all of the following:~~

36 ~~(A) An organizational structure of the program, its operations,~~
37 ~~and its funding.~~

38 ~~(B) Ratesetting and other costs to participants.~~

39 ~~(C) Provisions for disclosure and due process in setting rates~~
40 ~~and allocating costs among participants.~~

1 ~~(D) The methods for entering and terminating agreements with~~
2 ~~other entities.~~

3 ~~(E) The rights and responsibilities of program participants,~~
4 ~~including, but not limited to, consumer protection procedures,~~
5 ~~credit issues, and shutoff procedures.~~

6 ~~(F) Termination of the program.~~

7 ~~(G) A description of the third parties that will be supplying~~
8 ~~electricity under the program, including, but not limited to,~~
9 ~~information about financial, technical, and operational capabilities.~~

10 ~~(4) A community choice aggregator establishing electrical load~~
11 ~~aggregation shall prepare a statement of intent with the~~
12 ~~implementation plan. Any community choice load aggregation~~
13 ~~established pursuant to this section shall provide for the following:~~

14 ~~(A) Universal access.~~

15 ~~(B) Reliability.~~

16 ~~(C) Equitable treatment of all classes of customers.~~

17 ~~(D) Any requirements established by state law or by the~~
18 ~~commission concerning aggregated service, including those rules~~
19 ~~adopted by the commission pursuant to paragraph (3) of~~
20 ~~subdivision (b) of Section 8341 for the application of the~~
21 ~~greenhouse gases emission performance standard to community~~
22 ~~choice aggregators.~~

23 ~~(5) In order to determine the cost-recovery mechanism to be~~
24 ~~imposed on the community choice aggregator pursuant to~~
25 ~~subdivisions (d), (e), and (f) that shall be paid by the customers of~~
26 ~~the community choice aggregator to prevent shifting of costs, the~~
27 ~~community choice aggregator shall file the implementation plan~~
28 ~~with the commission, and any other information requested by the~~
29 ~~commission that the commission determines is necessary to develop~~
30 ~~the cost-recovery mechanism in subdivisions (d), (e), and (f).~~

31 ~~(6) The commission shall notify any electrical corporation~~
32 ~~serving the customers proposed for aggregation that an~~
33 ~~implementation plan initiating community choice aggregation has~~
34 ~~been filed, within 10 days of the filing.~~

35 ~~(7) Within 90 days after the community choice aggregator~~
36 ~~establishing load aggregation files its implementation plan, the~~
37 ~~commission shall certify that it has received the implementation~~
38 ~~plan, including any additional information necessary to determine~~
39 ~~a cost-recovery mechanism. After certification of receipt of the~~
40 ~~implementation plan and any additional information requested,~~

1 the commission shall then provide the community choice
2 aggregator with its findings regarding any cost recovery that must
3 be paid by customers of the community choice aggregator to
4 prevent a shifting of costs as provided for in subdivisions (d), (e),
5 and (f).

6 (8) No entity proposing community choice aggregation shall
7 act to furnish electricity to electricity consumers within its
8 boundaries until the commission determines the cost recovery that
9 must be paid by the customers of that proposed community choice
10 aggregation program, as provided for in subdivisions (d), (e), and
11 (f). The commission shall designate the earliest possible effective
12 date for implementation of a community choice aggregation
13 program, taking into consideration the impact on any annual
14 procurement plan of the electrical corporation that has been
15 approved by the commission.

16 (9) All electrical corporations shall cooperate fully with any
17 community choice aggregators that investigate, pursue, or
18 implement community choice aggregation programs. Cooperation
19 shall include providing the entities with appropriate billing and
20 electrical load data, including, but not limited to, electrical
21 consumption data as defined in Section 8380 and other data
22 detailing electricity needs and patterns of usage, as determined by
23 the commission, and in accordance with procedures established
24 by the commission. The commission shall exercise its authority
25 pursuant to Chapter 11 (commencing with Section 2100) to enforce
26 the requirements of this paragraph when it finds that the
27 requirements of this paragraph have been violated. Electrical
28 corporations shall continue to provide all metering, billing,
29 collection, and customer service to retail customers that participate
30 in community choice aggregation programs. Bills sent by the
31 electrical corporation to retail customers shall identify the
32 community choice aggregator as providing the electrical energy
33 component of the bill. The commission shall determine the terms
34 and conditions under which the electrical corporation provides
35 services to community choice aggregators and retail customers.

36 (10) If the commission finds that an electrical corporation has
37 violated this section, the commission shall consider the impact of
38 the violation upon community choice aggregators.

39 (11) The commission shall proactively expedite the complaint
40 process for disputes regarding an electrical corporation's violation

1 of its obligations pursuant to this section in order to provide for
2 timely resolution of complaints made by community choice
3 aggregation programs, so that all complaints are resolved in no
4 more than 180 days following the filing of a complaint by a
5 community choice aggregation program concerning the actions of
6 the incumbent electrical corporation. This deadline may only be
7 extended under either of the following circumstances:

8 (A) Upon agreement of all of the parties to the complaint.

9 (B) The commission makes a written determination that the
10 deadline cannot be met, including findings for the reason for this
11 determination, and issues an order extending the deadline. A single
12 order pursuant to this subparagraph shall not extend the deadline
13 for more than 60 days.

14 (12) (A) An entity authorized to be a community choice
15 aggregator, as defined in Section 331.1, that elects to implement
16 a community choice aggregation program within its jurisdiction
17 pursuant to this chapter, shall do so by ordinance. A city, county,
18 or city and county may request, by affirmative resolution of its
19 governing council or board, that another entity authorized to be a
20 community choice aggregator act as the community choice
21 aggregator on its behalf. If a city, county, or city and county, by
22 resolution, requests another authorized entity be the community
23 choice aggregator for the city, county, or city and county, that
24 authorized entity shall be responsible for adopting the ordinance
25 to implement the community choice aggregation program on behalf
26 of the city, county, or city and county.

27 (B) (i) Two or more entities authorized to be a community
28 choice aggregator, as defined in Section 331.1, may participate as
29 a group in a community choice aggregation program pursuant to
30 this chapter, through a joint powers agency established pursuant
31 to Chapter 5 (commencing with Section 6500) of Division 7 of
32 Title 1 of the Government Code, if each entity adopts an ordinance
33 pursuant to subparagraph (A).

34 (ii) Pursuant to Section 6508.1 of the Government Code,
35 members of a joint powers agency that is a community choice
36 aggregator may specify in their joint powers agreement that, unless
37 otherwise agreed by the members of the agency, the debts,
38 liabilities, and obligations of the agency shall not be the debts,
39 liabilities, and obligations, either jointly or severally, of the
40 members of the agency.

1 ~~(iii) Notwithstanding clause (ii), if the agency contracts with a~~
2 ~~public retirement system, the members of the agency shall be~~
3 ~~jointly and severally liable for the retirement liabilities of the~~
4 ~~agency.~~

5 ~~(iv) Except as provided in clause (iii), the commission shall not,~~
6 ~~as a condition of registration or otherwise, require an agency's~~
7 ~~members to voluntarily assume the debts, liabilities, and obligations~~
8 ~~of the agency to the electrical corporation unless the commission~~
9 ~~finds that the agreement by the agency's members is the only~~
10 ~~reasonable means by which the agency may establish its~~
11 ~~creditworthiness under the electrical corporation's tariff to pay~~
12 ~~charges to the electrical corporation under the tariff.~~

13 ~~(13) Following adoption of aggregation through the ordinance~~
14 ~~described in subparagraph (A) of paragraph (12), the program shall~~
15 ~~allow any retail customer to opt out and to continue to be served~~
16 ~~as a bundled service customer by the existing electrical corporation,~~
17 ~~or its successor in interest. Delivery services shall be provided at~~
18 ~~the same rates, terms, and conditions, as approved by the~~
19 ~~commission, for community choice aggregation customers and~~
20 ~~customers that have entered into a direct transaction where~~
21 ~~applicable, as determined by the commission. Once enrolled in~~
22 ~~the aggregated entity, any ratepayer that chooses to opt out within~~
23 ~~60 days or two billing cycles of the date of enrollment may do so~~
24 ~~without penalty and shall be entitled to receive default service~~
25 ~~pursuant to paragraph (3) of subdivision (a). Customers that return~~
26 ~~to the electrical corporation for procurement services shall be~~
27 ~~subject to the same terms and conditions as are applicable to other~~
28 ~~returning direct access customers from the same class, as~~
29 ~~determined by the commission, as authorized by the commission~~
30 ~~pursuant to this code or any other provision of law, except that~~
31 ~~those customers shall be subject to no more than a 12-month stay~~
32 ~~requirement with the electrical corporation. Any reentry fees to~~
33 ~~be imposed after the opt-out period specified in this paragraph,~~
34 ~~shall be approved by the commission and shall reflect the cost of~~
35 ~~reentry. The commission shall exclude any amounts previously~~
36 ~~determined and paid pursuant to subdivisions (d), (e), and (f) from~~
37 ~~the cost of reentry.~~

38 ~~(14) Nothing in this section shall be construed as authorizing~~
39 ~~any city or any community choice retail load aggregator to restrict~~
40 ~~the ability of retail electricity customers to obtain or receive service~~

1 from any authorized electric service provider in a manner consistent
2 with law.

3 ~~(15) (A) The community choice aggregator shall fully inform~~
4 ~~participating customers at least twice within two calendar months,~~
5 ~~or 60 days, in advance of the date of commencing automatic~~
6 ~~enrollment. Notifications may occur concurrently with billing~~
7 ~~cycles. Following enrollment, the aggregated entity shall fully~~
8 ~~inform participating customers for not less than two consecutive~~
9 ~~billing cycles. Notification may include, but is not limited to, direct~~
10 ~~mailings to customers, or inserts in water, sewer, or other utility~~
11 ~~bills. Any notification shall inform customers of both of the~~
12 ~~following:~~

13 ~~(i) That they are to be automatically enrolled and that the~~
14 ~~customer has the right to opt out of the community choice~~
15 ~~aggregator without penalty.~~

16 ~~(ii) The terms and conditions of the services offered.~~

17 ~~(B) The community choice aggregator may request the~~
18 ~~commission to approve and order the electrical corporation to~~
19 ~~provide the notification required in subparagraph (A). If the~~
20 ~~commission orders the electrical corporation to send one or more~~
21 ~~of the notifications required pursuant to subparagraph (A) in the~~
22 ~~electrical corporation's normally scheduled monthly billing~~
23 ~~process, the electrical corporation shall be entitled to recover from~~
24 ~~the community choice aggregator all reasonable incremental costs~~
25 ~~it incurs related to the notification or notifications. The electrical~~
26 ~~corporation shall fully cooperate with the community choice~~
27 ~~aggregator in determining the feasibility and costs associated with~~
28 ~~using the electrical corporation's normally scheduled monthly~~
29 ~~billing process to provide one or more of the notifications required~~
30 ~~pursuant to subparagraph (A).~~

31 ~~(C) Each notification shall also include a mechanism by which~~
32 ~~a ratepayer may opt out of community choice aggregated service.~~
33 ~~The opt out may take the form of a self-addressed return postcard~~
34 ~~indicating the customer's election to remain with, or return to,~~
35 ~~electrical energy service provided by the electrical corporation, or~~
36 ~~another straightforward means by which the customer may elect~~
37 ~~to derive electrical energy service through the electrical corporation~~
38 ~~providing service in the area.~~

39 ~~(16) A community choice aggregator shall have an operating~~
40 ~~service agreement with the electrical corporation prior to furnishing~~

1 electric service to consumers within its jurisdiction. The service
2 agreement shall include performance standards that govern the
3 business and operational relationship between the community
4 choice aggregator and the electrical corporation. The commission
5 shall ensure that any service agreement between the community
6 choice aggregator and the electrical corporation includes equitable
7 responsibilities and remedies for all parties. The parties may
8 negotiate specific terms of the service agreement, provided that
9 the service agreement is consistent with this chapter.

10 (17) The community choice aggregator shall register with the
11 commission, which may require additional information to ensure
12 compliance with basic consumer protection rules and other
13 procedural matters.

14 (18) Once the community choice aggregator's contract is signed,
15 the community choice aggregator shall notify the applicable
16 electrical corporation that community choice service will
17 commence within 30 days.

18 (19) Once notified of a community choice aggregator program,
19 the electrical corporation shall transfer all applicable accounts to
20 the new supplier within a 30-day period from the date of the close
21 of the electrical corporation's normally scheduled monthly
22 metering and billing process.

23 (20) An electrical corporation shall recover from the community
24 choice aggregator any costs reasonably attributable to the
25 community choice aggregator, as determined by the commission,
26 of implementing this section, including, but not limited to, all
27 business and information system changes, except for
28 transaction-based costs as described in this paragraph. Any costs
29 not reasonably attributable to a community choice aggregator shall
30 be recovered from ratepayers, as determined by the commission.
31 All reasonable transaction-based costs of notices, billing, metering,
32 collections, and customer communications or other services
33 provided to an aggregator or its customers shall be recovered from
34 the aggregator or its customers on terms and at rates to be approved
35 by the commission.

36 (21) At the request and expense of any community choice
37 aggregator, electrical corporations shall install, maintain, and
38 calibrate metering devices at mutually agreeable locations within
39 or adjacent to the community choice aggregator's political
40 boundaries. The electrical corporation shall read the metering

1 devices and provide the data collected to the community choice
2 aggregator at the aggregator's expense. To the extent that the
3 community choice aggregator requests a metering location that
4 would require alteration or modification of a circuit, the electrical
5 corporation shall only be required to alter or modify a circuit if
6 such alteration or modification does not compromise the safety,
7 reliability, or operational flexibility of the electrical corporation's
8 facilities. All costs incurred to modify circuits pursuant to this
9 paragraph, shall be borne by the community choice aggregator.

10 (d) (1) It is the intent of the Legislature that each retail end-use
11 customer that has purchased power from an electrical corporation
12 on or after February 1, 2001, should bear a fair share of the
13 Department of Water Resources' electricity purchase costs, as well
14 as electricity purchase contract obligations incurred as of the
15 effective date of the act adding this section, that are recoverable
16 from electrical corporation customers in commission-approved
17 rates. It is further the intent of the Legislature to prevent any
18 shifting of recoverable costs between customers.

19 (2) The Legislature finds and declares that this subdivision is
20 consistent with the requirements of Division 27 (commencing with
21 Section 80000) of the Water Code and Section 360.5 of this code,
22 and is therefore declaratory of existing law.

23 (e) A retail end-use customer that purchases electricity from a
24 community choice aggregator pursuant to this section shall pay
25 both of the following:

26 (1) A charge equivalent to the charges that would otherwise be
27 imposed on the customer by the commission to recover
28 bond-related costs pursuant to any agreement between the
29 commission and the Department of Water Resources pursuant to
30 Section 80110 of the Water Code, which charge shall be payable
31 until any obligations of the Department of Water Resources
32 pursuant to Division 27 (commencing with Section 80000) of the
33 Water Code are fully paid or otherwise discharged.

34 (2) Any additional costs of the Department of Water Resources,
35 equal to the customer's proportionate share of the Department of
36 Water Resources' estimated net unavoidable electricity purchase
37 contract costs as determined by the commission, for the period
38 commencing with the customer's purchases of electricity from the
39 community choice aggregator, through the expiration of all then

1 existing electricity purchase contracts entered into by the
2 Department of Water Resources.

3 (f) A retail end-use customer purchasing electricity from a
4 community choice aggregator pursuant to this section shall
5 reimburse the electrical corporation that previously served the
6 customer for all of the following:

7 (1) The electrical corporation's unrecovered past
8 undercollections for electricity purchases, including any financing
9 costs, attributable to that customer, that the commission lawfully
10 determines may be recovered in rates.

11 (2) Any additional costs of the electrical corporation recoverable
12 in commission-approved rates, equal to the share of the electrical
13 corporation's estimated net unavoidable electricity purchase
14 contract costs attributable to the customer, as determined by the
15 commission, for the period commencing with the customer's
16 purchases of electricity from the community choice aggregator,
17 through the expiration of all then existing electricity purchase
18 contracts entered into by the electrical corporation.

19 (g) Estimated net unavoidable electricity costs paid by the
20 customers of a community choice aggregator shall be reduced by
21 the value of any benefits that remain with bundled service
22 customers, unless the customers of the community choice
23 aggregator are allocated a fair and equitable share of those benefits.

24 (h) (1) Any charges imposed pursuant to subdivision (c) shall
25 be the property of the Department of Water Resources. Any charges
26 imposed pursuant to subdivision (f) shall be the property of the
27 electrical corporation. The commission shall establish mechanisms,
28 including agreements with, or orders with respect to, electrical
29 corporations necessary to ensure that charges payable pursuant to
30 this section shall be promptly remitted to the party entitled to
31 payment.

32 (2) Charges imposed pursuant to subdivisions (d), (e), and (f)
33 shall be nonbypassable.

34 (i) The commission shall authorize community choice
35 aggregation only if the commission imposes a cost-recovery
36 mechanism pursuant to subdivisions (d), (e), (f), and (h). Except
37 as provided by this subdivision, this section shall not alter the
38 suspension by the commission of direct purchases of electricity
39 from alternate providers other than by community choice
40 aggregators, pursuant to Section 365.1.

~~(j) (1) The commission shall not authorize community choice aggregation until it implements a cost-recovery mechanism, consistent with subdivisions (d), (e), and (f), that is applicable to customers that elected to purchase electricity from an alternate provider between February 1, 2001, and January 1, 2003.~~

~~(2) The commission shall not authorize community choice aggregation until it has adopted rules for implementing community choice aggregation.~~

~~(k) (1) Except for nonbypassable charges imposed by the commission pursuant to subdivisions (d), (e), (f), and (h), and programs authorized by the commission to provide broader statewide or regional benefits to all customers, electric service customers of a community choice aggregator shall not be required to pay nonbypassable charges for goods, services, or programs that do not benefit either, or where applicable, both, the customer and the community choice aggregator serving the customer.~~

~~(2) The commission, Energy Commission, electrical corporation, or third-party administrator shall administer any program funded through a nonbypassable charge on a nondiscriminatory basis so that the electric service customers of a community choice aggregator may participate in the program on an equal basis with the customers of an electrical corporation.~~

~~(3) Nothing in this subdivision is intended to modify, or prohibit the use of, charges funding programs for the benefit of low-income customers.~~

~~(l) (1) An electrical corporation shall not terminate the services of a community choice aggregator unless authorized by a vote of the full commission. The commission shall ensure that prior to authorizing a termination of service, that the community choice aggregator has been provided adequate notice and a reasonable opportunity to be heard regarding any electrical corporation contentions in support of termination. If the contentions made by the electrical corporation in favor of termination include factual claims, the community choice aggregator shall be afforded an opportunity to address those claims in an evidentiary hearing.~~

~~(2) Notwithstanding paragraph (1), if the Independent System Operator has transferred the community choice aggregator's scheduling coordination responsibilities to the incumbent electrical corporation, an administrative law judge or assigned commissioner, after providing the aggregator with notice and an opportunity to~~

1 respond, may suspend the aggregator's service to customers
2 pending a full vote of the commission.
3 (m) Any meeting of an entity authorized to be a community
4 choice aggregator, as defined in Section 331.1, for the purpose of
5 developing, implementing, or administering a program of
6 community choice aggregation shall be conducted in the manner
7 prescribed by the Ralph M. Brown Act (Chapter 9 (commencing
8 with Section 54950) of Part 1 of Division 2 of Title 5 of the
9 Government Code).

O



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
May 24, 2018

Agenda Item No. 5C
Discussion Calendar

May 2018 Legislative Report

Contact(s) for Further Information

Brian Young, Assistant Chief
Operations Department

brianyoung@ocfa.org

714.573.6012

Jay Barkman, Legislative Analyst

jaybarkman@ocfa.org

714.573.6048

Summary

This item is submitted to allow discussion on AB 1912 (Rodriguez), and to direct staff on amendments and a recommended position.

Prior Board/Committee Action

A brief overview was presented on AB 1912 at the Executive Committee's April 26, 2018, meeting. By consensus, the Executive Committee requested that a copy of AB 1912 be sent to the Board of Directors, and that staff agendaize discussion of the bill at its next regular Executive Committee and Board of Directors meeting in May.

The Executive Committee will consider this item at its May 24, 2018, meeting, with the Committee's recommendation to be provided during the presentation of this item at the Board of Directors meeting.

RECOMMENDED ACTION(S)

Direct staff to work with other local agencies and interested groups to "seek amendments" on AB 1912 (Rodriguez) to exclude liabilities of Structural Fire Fund cities and to avoid reporting of OCFA's retirement liabilities by member agencies.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

AB 1912 (Rodriguez) JPA Pension Liability

Staff Recommendation:

Status: Assembly Appropriations Committee

Reviewed by: Lori Zeller, Assistant Chief Business Services

AB 1912 by Assemblymember Rodriguez (D-Pomona) was amended on May 9, 2018 (Attachment 1). Prior to those amendments the bill required all members of a joint powers authority be jointly and severally liable for all obligations to a public retirement system. The author and public employee groups, which includes Orange County Professional Firefighters Association (OCPFA), point to a 2015 delinquency by a JPA as one need for this legislation. In 2014, the East San Gabriel Valley Human

Services Consortium discontinued services and terminated most of its employees. The JPA was comprised of the cities of Azusa, Covina, Glendora, and West Covina. According to supporters and the committee analysis when the JPA could not pay, “CalPERS then sought payments from the JPA’s member agencies.” However, those four cities responded that they were under no obligation to pay the amount owed.

AB 1912 as amended on May 9, imposes joint and several liability only on JPAs entering into new contracts with a retirement system on or after January 1, 2019. Existing JPA’s that contract with a retirement system will be required to “apportion” retirement liabilities amongst the member agencies. OCFA counsel indicates that this will apply to OCFA’s unfunded pension liabilities of \$400.6 million with the Orange County Employee Retirement System (OCERS). The bill requires members of the JPA to mutually agree to an apportionment, or be subject to the OCERS board allocating the liability based on a member’s “share of service” or “population.”

Previously in 2013, the Board directed staff to prepare a calculation to show a hypothetical apportionment of OCFA’s unfunded pension liability among the member agencies. For purposes of this discussion, that hypothetical calculation is provided as Attachment 2. This hypothetical apportionment is based on a “share of service” method using the ratio of firefighters assigned within each member agency compared to the total OCFA firefighters. However, there are flaws in using this method which would need to be resolved. For example, this simplistic method does not account for the fact that Santa Ana has only been a member since 2012, and that OCFA’s unfunded liability has steadily declined since then with no new layers of liability added during their period of membership.

The bill also poses a concern unique to Structural Fire Fund (SFF) cities that has been raised by city managers and OCFA Counsel. Specifically, SFF cities do not have the legal responsibility or entitlement to the SFF. Property tax revenues from the SFF are directed to OCFA by the County independent of the SFF cities. A SFF city does not have the ability to assume fire service or receive SFF without approval from the County and OCFA. In discussion with city managers, it was agreed that OCFA should recommend amendments recognizing this unique JPA structure. Staff therefore requests direction to work with OCFA counsel on amendments allocating SFF liabilities to the Structural Fire Fund and not to SFF members or cash contract city members.

Finally, the bill if passed will require OCFA’s member agencies to “double report” OCFA’s liabilities on their financial reports. Regardless of whether OCFA’s member agencies mutually agree or OCERS allocates the liability the effect will be that OCFA will report a total liability and member agencies will “double report” their allocated share. Staff is recommending that direction be provided to seek amendments, working with other local agencies, eliminating the requirement that member agencies disclose the allocated liability on their financial reports.

The bill as of May 10, 2018, is opposed by the California League of Cities and the California State Association of Counties.

Attachment(s)

1. AB1912
2. Hypothetical Distribution of Unfunded Pension Liability by Member Agency

Orange County Fire Authority
Hypothetical Distribution of Unfunded Pension Liability by Member Agency
Potential Method of Apportionment per AB 1912 (does not work for OCFA)
As of December 31, 2017

Member Agency	Share of Service (based on # of FFs)	FY 2017 Incidents	% of Total	Hypothetical Distribution of Pension Liability
County Unincorporated (SFF)	96		10.39%	41,617,662
Aliso Viejo (SFF)	15		1.62%	6,502,760
Buena Park (CCC)	45		4.87%	19,508,279
Cypress (SFF)	21		2.27%	9,103,864
Dana Point (SFF)	24		2.60%	10,404,416
Placentia (CCC)	30		3.25%	13,005,519
Irvine (SFF)	156		16.88%	67,628,701
Laguna Hills (SFF)	36	3,078	1.38%	5,512,645
Laguna Woods (SFF)		5,636	2.52%	10,093,979
Laguna Niguel (SFF)	30		3.25%	13,005,519
Lake Forest (SFF)	33		3.57%	14,306,071
La Palma (SFF)	9		0.97%	3,901,656
Los Alamitos (SFF)	9		0.97%	3,901,656
Mission Viejo (SFF)	48		5.19%	20,808,831
Rancho Santa Margarita (SFF)	27		2.92%	11,704,968
San Clemente (CCC)	33		3.57%	14,306,071
San Juan Capistrano (SFF)	15		1.62%	6,502,760
Santa Ana (CCC) [Note]	150		16.23%	65,027,597
Seal Beach (CCC)	18		1.95%	7,803,312
Stanton (CCC)	15		1.62%	6,502,760
Tustin (CCC)	18		1.95%	7,803,312
Villa Park (SFF)	12		1.30%	5,202,208
Westminster (CCC)	45		4.87%	19,508,279
Yorba Linda (SFF)	39		4.22%	16,907,175
Totals	924		100.00%	400,570,000

Note: This method is flawed for OCFA, in particular, as it relates to Santa Ana. Santa Ana has only been a member of OCFA since 2012 and their contract with OCFA specified that they were not responsible for OCFA's previously accrued unfunded pension liability. This is a flaw in this method which would need to be addressed, revised, and resolved.



May 9, 2018

The Honorable Lorena Gonzalez Fletcher
Chair, Assembly Appropriations Committee
California State Assembly
State Capitol Building, Room 2114
Sacramento, CA 95814

RE: AB 1912 (Rodriguez). Public Employees' Retirement: Joint Powers Agreements: Liability.
Notice of Opposition (as amended 4/19/2018)

Dear Assembly Member Gonzalez Fletcher:

On behalf of the League of California Cities and the undersigned organizations, we must respectfully oppose Assembly Bill (AB) 1912 as we believe that this will bare significant cost for state and local agencies through retroactive liability as well as increased litigation costs.

As amended, AB 1912 places substantial burdens and costly unworkable requirements on local agencies **as well as the state of California by applying retroactive** as well as prospective joint and several liability for all retirement related obligations to any current or former member of a Joint Powers Authority (JPA) throughout its existence. Such obligations include active employee normal pension costs, retiree unfunded accrued liabilities (UAL) as well as both active and retiree healthcare and other post-employment retirement benefits (OPEB)—for all public retirement systems. The costs associated with AB 1912 and their impact on State and local governments cannot be overstated. According to the [CalPERS Board of Administration Finance and Administration Committee \(FAC\) analysis](#) **such liabilities constitute approximately \$855 million for CalPERS alone.** This figure does not include the additional 194 public retirement system in the State of California and those corresponding active or retired employee obligations. As drafted above, AB 1912 applies to **all public retirement systems**.

According to the Author, the motive for this measure, (LA Works JPA) had approximately 200 active and retired employees constituting approximately \$19 million in unfunded retirement liabilities (non-safety). It is reasonable to assume that other JPA's—especially those for fire and police services, would be significantly higher.

Additionally, this measure would mandate that a public retirement agency file suit against all agencies that have ever been a member of a terminated JPA for all retirement related obligations, requires the

ATTACHMENT 3

retirement agency to place a lien on assets and prohibits any retirement system from approving a new JPA without express joint and several liability provisions. These provisions are not only create fiscal concerns but also logistic and implementation concerns. As noted in the [Assembly Judiciary Committee analysis](#):

“...the bill creates an elaborate structure that appears to confuse "joint and several liability" with "apportioned" liability; it creates an unclear litigation timeline; and imposes joint and several liability not only on both new and existing agreements, but it also imposes liability on "former" members of a JPA for all of the JPA's obligations, even if the member has left the JPA long before the JPA incurred the obligation”[Bold text added].

The provisions in AB 1912 creates constitutional, fiscal and operational challenges, which would effectively eliminate the ability to create or maintain the use of most JPA’s. Specifically AB 1912:

Conflicts with Provisions of the California State Constitution:

The California constitutional debt limit prohibits an agency from incurring indebtedness beyond the agency’s ability to pay the debt back from revenues received in the same fiscal year without the approval of two-thirds of its voters (*Cal Const. art XVI, §18*). These safeguards were placed in the State’s constitution to avoid a situation in which bond issuers might compel an increase in taxes or foreclose on local government assets ([City of Redondo Beach v Taxpayers, Property Owners, Citizens & Electors \(1960\) 54 C2d 126, 131](#); [County of Shasta v County of Trinity \(1980\) 106 CA3d 30, 35](#)).

By applying retroactive joint and several liability to existing contracts, we have strong concerns that local agencies will incur significant debts that may exceed our annual revenue without receiving voter approval—thus violating the sighted provision.

Further, it can be argued that retroactively incurring debts of another agency violates article XVI, §6 of the California Constitution which prohibits an agency from giving or lending public funds to any person, public or private entity. A JPA is an independent governmental body whereby the local agency has no legal, statutory oversight or managing authority. Liabilities from such entities retroactively applied to each member agency would constitute a gift of public funds to an individual(s) and/or public entity.

Gives Retirement Agency Authority to Increase the Amount Owed Through Assumption Changes and/or Investment Losses:

Retirement obligations are unlike other forms of traditional debts and liabilities. Unfunded retirement liabilities are particularly volatile and can grow to insurmountable costs based on no fault of the agencies who contract with a retirement system for health and pension benefits. It is estimated that in fiscal year 2008-2009 the California Public Employee Retirement System (CalPERS) lost approximately \$100 billion dollars in assets resulting in a gross loss of 34.75 percent of the fund’s total value. According to CalPERS (CL#200-004-17), employer contributions are projected to double by fiscal year 24-25. Additionally, those numbers are poised to grow even more in the short term when factoring CalPERS recent decision to modify its amortization schedule from 30 years to 20.

The measure would hold all current and former agencies of a JPA accountable for the investment shortfalls, future discount rate reductions, and other assumptions changes made by the retirement agencies

even if the agencies are able to pay the lump sum amount of the current unfunded liability from the JPA. Although retirement systems have existing authority to make assumptions changes, such actuarial discretion is mutually agreed upon by both parties as a terms of the agreement for services. **There is a distinct difference between a public agency willfully entering into an agreement versus state and local agencies being statutorily mandated into assuming liabilities that are inherently volatile, incurred by a separate public entity and are subject to change.**

Gives Retirement System Agency Authority to Apportion “Joint and Several” Liability:

As stated in SEC 6 subsection (d), AB 1912 would grant exclusive authority to the public retirement system agency to unilaterally assign liabilities to all current and former agencies of a JPA “*in an equitable manner.*” As an initial matter, “joint and several” liability is a legal term of art that allows a plaintiff to sue for and recover the full amount of recoverable damages from any defendant, regardless of a particular defendant’s percentage share of fault. If the legislative intent is to create “several” liability that is apportioned among JPA members, this should be clarified so that individual JPA member are not held liable for the full amount.

JPA’s have been in existence in California for nearly 100 years with state and local agencies. Some JPAs have as many as 500 members entering and exiting as service demands shift and evolve. It would be virtually impossible for the JPA’s governmental body, let alone a retirement system, to retroactively assign “equitable” retirement specific liabilities to potentially hundreds of agencies. This is especially concerning when you factor in the various assumption changes outlined in the section above.

Even as amended, the difficulty of assigning “equitable” liability amongst current and former JPA members will remain. Additionally, if the parties cannot agree, which is likely, the retirement system agency is still mandated to unilaterally impose said liabilities.

This vague and ambiguous direction demonstrates a fundamental misunderstanding of the formation, management and purpose of a JPA which will inevitability lead to a perpetual cycle of protracted and costly litigation contesting the retirement agency’s discretion of liability.

Additionally, as drafted the requirement that the retirement agency pursue legal action could have incalculable costs to the state agency. As noted in the CalPERS FAC analysis **“The litigation costs for CalPERS to pursue legal action against member’s agencies and place a lien on the assets of a terminated JPA are undetermined, but may be significant”**[Bold text added].

Creates Funding and Operational Impairments:

The Governmental Accounting Standards Board (GASB) issued regulations (GASB 68, 2012 and 76, 2015) that require each state and local agency to report all financial liabilities associated with public pension and OPEB liabilities. These reporting standards play a vital role in assessing the fiscal health and viability of an agency. Incurring retroactive debt would require each originating agency of a JPA to report these liabilities as debts impacting an agency’s net financial position. A drastic spike in liability could contribute to the downgrading of an agency’s credit rating, which in turn would make issuing and servicing future bonds more costly through higher interest costs and additional required insurance. JPAs are tools state and local government agencies use to address service demands and infrastructure needs in a cost effective manner. Placing unworkable barriers to utilize this tool makes it that much more problematic to address statewide critical issues such as housing, transportation, water, air quality,

workforce development, public safety, and much more. While the intended goals of this measure are laudable, for the reasons stated above we must strongly oppose Assembly Bill 1912.

Please do not hesitate to contact us with any questions on our position. To reach us, please contact Dane Hutchings (LOCC) 916-658-8200, Dorothy Johnson (CSAC) at 916-650-8133, Dillon Gibbons (CSDA) at 916-442-7887 Jolena Voorhis (UCC) at 916-327-7531, Faith Lane Borges (CAJPA) at 916-441-5050, Russ Noack (CARPD,CFCA,FDAC) at (916) 441-0702 or Jean Kinney Hurst (Riverside County) at 916-245-3445.

Sincerely,



Dane Hutchings
Legislative Representative



Dorothy Johnson
Legislative Representative



Jean Kinney Hurst
Legislative Advocate



Dillon Gibbons
Senior Legislative Representative



Jolena Voorhis
Executive Director



Faith Lane Borges
Legislative Advocate



Russ Noack
Legislative Advocate

In addition, the local agencies listed below **remain opposed** to AB 1912:

American Canyon
Anderson
Angels Camp
Azusa
Belmont
Burbank
Burlingame
Camarillo
Chino Hills
Cloverdale
Covina
Eastvale
Eureka
Foster City

Fountain Valley
Glendora
Goleta
Grand Terrace
Gustine
Hayward
Hesperia
Highland
Indian Wells
King City
La Canada Flintridge
La Mirada
Lakeport
Lodi Chamber of Commerce

Los Alamitos
Los Angeles County
Division, League of
California Cities
Los Angeles County
Manteca
Marin County Council of
Mayors and Councilmembers
Martinez
Moorpark
Murrieta
Norwalk
Oakdale
Oakley

Orinda
Pacific Grove
Palmdale
Portola Valley
Rancho Cucamonga
Rancho Palos Verdes
Riverside County Division-
League of California Cities

Rocklin
San Carlos
San Luis Obispo
San Mateo
Sand City
Sausalito
Silicon Valley Clean Water
JPA

Soledad
Sunnyvale
Thousand Oaks
Tule Lake
Villa Park
Walnut Creek
West Covina

CC: The Honorable Freddie Rodriguez
Members, Assembly Appropriations Committee
Jay Dickenson, Principal Consultant, Assembly Appropriations Committee
Ronda Paschal, Deputy Legislative Secretary, Governor's Office
Joshua White, Consultant, Assembly Republican Caucus



***** ASSEMBLY FLOOR ALERT *****

Assembly Bill 1912 (Rodriguez)

As amended May 9, 2018 – Request a “NO” Vote

Notice of Opposition

- **Creates constitutional, fiscal and operational challenges, which would effectively eliminate the ability to create or maintain the use of most JPAs**
- **Places substantial burdens and costly unworkable requirements on local agencies**
- **Conflicts with Provisions of the California State Constitution**
- **Creates Funding and Operational Impairments**
- **Applies to all public retirement systems**
- **Makes issuing and servicing future bonds more costly through higher interest costs and additional required insurance**
- **Creates a new avenue of protracted and costly litigation for retirement systems, state and local agencies**

JPA's are tools state and local government agencies use to address service demands and infrastructure needs in a cost effective manner. Placing unworkable barriers to utilize this tool makes it that much more problematic to address statewide critical issues such as housing, transportation, water, air quality, workforce development, public safety, and much more.

In addition, the local agencies listed below **oppose** AB 1912:

Alhambra	Highland	Palos Verdes Estates
American Canyon	Huntington Beach	Pasadena
Anderson	Indian Wells	Pittsburg
Angels Camp	King City	Portola Valley
Artesia	La Canada Flintridge	Rancho Cucamonga
Azusa	La Mirada	Rancho Palos Verdes
Belmont	LA Regional Interoperable	Riverside County Division
Burbank	Communications System Authority	Rocklin
Burlingame	Lakeport	Ross
California Authority of Racing	Lakewood	San Carlos
Fairs	Lodi Chamber of Commerce	San Luis Obispo
Camarillo	Los Alamitos	San Mateo
Chino Hills	Los Angeles County	Sand City
Cloverdale	Manteca	Sausalito
Concord	Marin County Council of Mayors	Silicon Valley Clean Water JPA
Corte Madera	and Councilmembers	Soledad
Covina	Martinez	Sunnyvale
Eastvale	Mill Valley	Thousand Oaks
Eureka	Moorpark	Tulelake
Fortuna	Murrieta	Tustin
Foster City	Norwalk	Vernon
Fountain Valley	Oakdale	Villa Park
Glendora	Oakley	Walnut Creek
Goleta	Ojai	West Covina
Grand Terrace	Orange County Cities	Whittier
Gustine	Orinda	Yucca Valley
Hayward	Pacific Grove	
Hesperia	Palmdale	

5.4

RECEIVED
CITY OF IRVINE
CITY CLERK'S OFFICE

2018 JUN -5 PM 4: 58

RECEIVED

JUN 05 2018

CITY OF IRVINE
CITY MANAGER'S OFFICE

Memo

To: Grace Leung, Acting City Manager
From: Melissa Fox, Councilmember
Lynn Schott, Councilmember
Date: June 5, 2018
Re: **Heritage Park Library Funding**



Please place an item on the June 12, 2018 City Council agenda seeking City Council direction on Irvine's library set-aside funds relative to the Heritage Park Library renovation, part of the larger Heritage Park Master Plan project.

The City of Irvine participates in the Orange County Public Library System (OCPL), which is operated by the County of Orange. Councilmember Fox serves as Irvine's appointee to the OCPL Advisory Board. In 2012, the City and County of Orange entered into a Memorandum of Understanding (MOU) establishing an annual set-aside of funds for Irvine branch libraries within OCPL (Attachment 1). The set aside for FY 2017-18 is \$3,082,558, resulting in a cumulative \$8.4 million set-aside since inception of the MOU. The forecasted cumulative revenue for Irvine at the conclusion of the 10-year Agreement in FY 2021-22 is estimated at \$25 million (Attachment 2). These funds have not been designated for a specific library project in the City.

Following the Heritage Community Park Master Plan Scoping Session on February 13, 2018, staff released a Request for Proposals for a consultant to develop a comprehensive master plan for Heritage Community Park, including Heritage Park Library. Heritage Park Library is located on City property and is operated and maintained by OCPL. Although in the early planning stages, it is important to identify an appropriate funding source for any proposed renovations at the Heritage Park Library.

We request the City Council designate the Irvine Set-Aside funds for the Heritage Library project, providing that any additional remaining funds be allocated to other library projects in the City.

cc: Irvine City Council
Molly McLaughlin, City Clerk

Attachments:

1. County of Orange/Irvine MOU
2. Irvine Set-Aside Revenues

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF IRVINE
AND THE COUNTY OF ORANGE DESCRIBING A YEARLY APPROPRIATION
OF FUNDS TO SERVICE IRVINE BRANCH LIBRARIES WITHIN THE
ORANGE COUNTY PUBLIC LIBRARY SYSTEM**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this 22 day of May 2012, by and between the County of Orange, a political subdivision of the State of California, and the Orange County Public Libraries ("OCPL"), a County Free Library organized pursuant to the provisions of Education Code Sections 19100, et seq., hereinafter sometimes collectively referred to as "COUNTY," and the City of Irvine, a municipal corporation, hereinafter referred to as "CITY." From time to time COUNTY and CITY may be referred individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, OCPL Library Advisory Board ("LAB") created an Ad-Hoc Allocation Task Force that was tasked with the hiring of a consultant to study the Branch Resource Allocation Formula and related issues relative to the operation of OCPL; and

WHEREAS, The Davis Company was selected to conduct the study and their final report was issued in June 2010 (the "Davis Report" or "Report"); and

WHEREAS, the Ad-Hoc Allocation Task Force established a City Manager Subcommittee to review the Davis Report and provide recommendations based on the Report; and

WHEREAS, the City Manager Subcommittee was chaired by the City Manager from Laguna Niguel and was comprised of six city managers; and

WHEREAS, the City Manager Subcommittee recognized the contribution inequity of and the importance of a continuing relationship with the City of Irvine;

WHEREAS, the Parties recognize and agree the need to make yearly appropriations in order to remain within the confines of Article XVI, Section 18 of the California Constitution and the County Budget Act, California Government Code section 29000 et seq.; and

WHEREAS, CITY and COUNTY now desire to enter into this MOU to establish an appropriation, subject to Board of Supervisor yearly approval, to service OCPL branch libraries located in the City of Irvine.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants and promises herein contained, the Parties hereto agree as follows:

I. CITY RESPONSIBILITIES:

- A. CITY agrees not to withdraw from OCPL system while this MOU remains in full force and effect and COUNTY has appropriated and expended monies as contemplated in Sections II.A and II.B, below.
- B. CITY agrees to collaborate with OCPL in the preparation of a library funding plan and/or services plan for any new facility constructed with (Sub)Fund [DBSA L120 - "Irvine Set Aside"] monies.
- C. CITY agrees to provide input to the COUNTY regarding the on site location and construction of any new facility constructed with (Sub) Fund [DBSA L120 - "Irvine Set Aside"] monies.

II. COUNTY RESPONSIBILITIES:

- A. COUNTY agrees to recommend, on a yearly basis, a maximum contribution of ad valorem taxes attributable to the CITY's contribution toward the OCPL system to Fund 120. Such contribution, subject to yearly approval by the COUNTY Board of Supervisors, shall be limited to the Fiscal Year 2011-2012 base year plus growth not to exceed 2%. Such contribution shall be calculated annually but shall not exceed 2% of the previous fiscal year's contribution.
- B. COUNTY agrees to appropriate, subject to yearly approval by the COUNTY Board of Supervisors, any monies in excess of the formula described in Section II.A, above, to (Sub) Fund [DBSA L120 - "Irvine Set Aside"]. (Sub) Fund [DBSA L120 - "Irvine Set Aside"] shall be used. Except that should COUNTY operational and/or maintenance costs increase as a result of the increase of new facilities constructed with DBSA L120 monies, the appropriation described in this Section II.B shall decrease proportionate to the increase in operational and/or maintenance costs expended on such new facilities.
- C. COUNTY agrees to collaborate with CITY regarding the onsite location and construction of any new facility constructed with the (Sub) Fund [DBSA L120 - "Irvine Set Aside"] monies.
- D. COUNTY agrees to collaborate with the CITY on the use of the (Sub) Fund [DBSA L120 - "Irvine Set Aside"] monies.

III. IT IS MUTUALLY AGREED that:

- A. This MOU is subject to and contingent upon applicable budgetary appropriations being approved by the COUNTY Board of Supervisors for each fiscal year during the term of this MOU. If such appropriations are not approved, it will not constitute a breach of this MOU; however, the CITY, in its sole discretion, may determine to terminate any or all of its responsibilities set forth in Section I,

above, by delivery of written notice thereof to the COUNTY. Parties agree to act in good faith toward the objectives set forth herein so long as this MOU remains in force and effect.

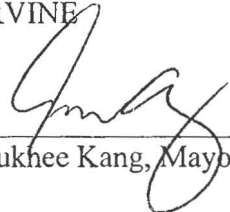
- B. This MOU shall not constitute an agreement by any Party to appropriate or expend funds in furtherance of the objectives set forth herein and each Party shall retain full budgetary control of its respective operations and expenses.
- C. This MOU is not intended as the exclusive means for any Party to pursue the objectives addressed in this MOU and any Party may take such independent actions as it may deem appropriate to accomplish the purposes stated herein.
- D. Any use of the sub fund monies not contemplated by the Ad-Hoc Allocation Task Force shall be subject to approval by the Library Advisory Board.
- E. This MOU is subject to review in the 10th year of its effect. If the MOU is not renewed at the end of the tenth year, the Parties agree that this MOU terminates further releasing the Parties of any obligations set forth herein.

--SIGNATURE PAGE TO FOLLOW--

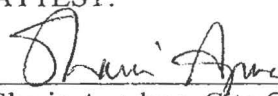
IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

CITY OF IRVINE

By


Sukhee Kang, Mayor

ATTEST:


Sharie Apodaca, City Clerk

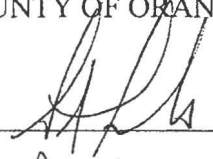
APPROVED AS TO FORM:

By


City Attorney

COUNTY OF ORANGE

By

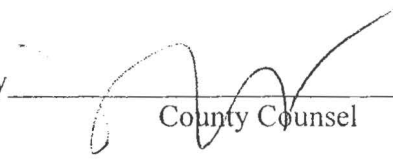

Director, OC Community Resources

By

[Title]

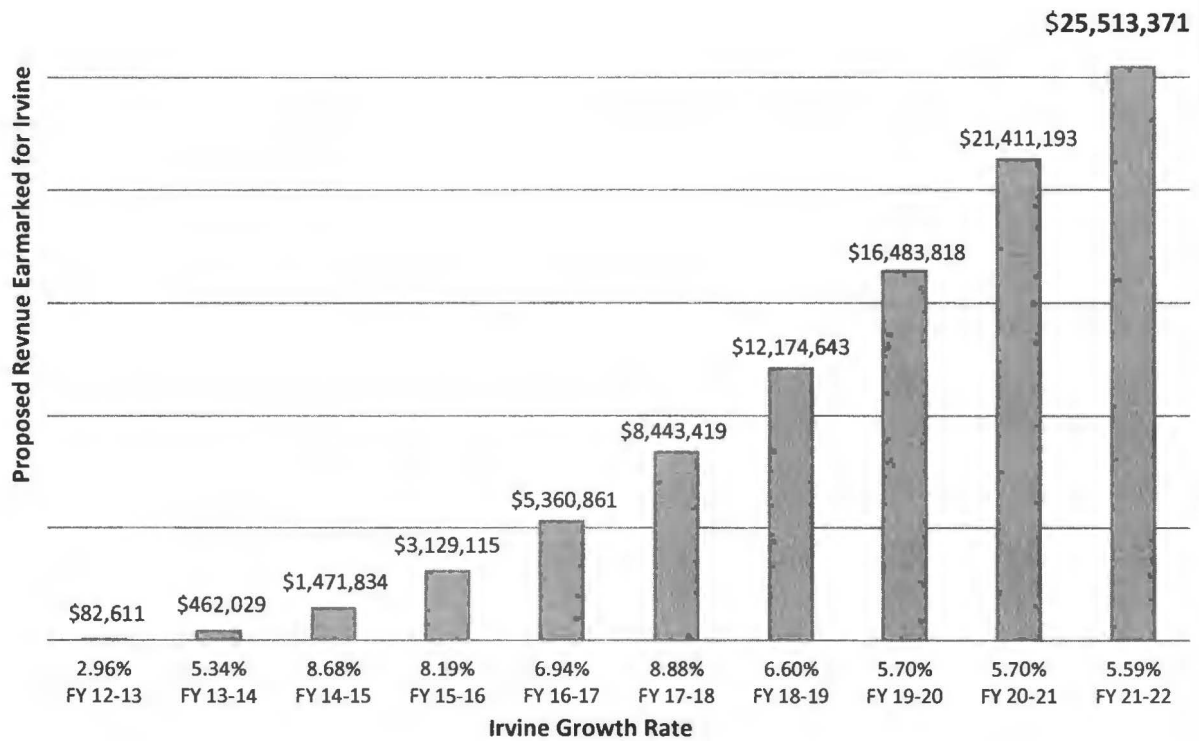
APPROVED AS TO FORM:

By


County Counsel

Orange County Public Library Irvine Revenue Retention Model

(Cumulative Estimate)



Estimated Revenue Earmarked for Irvine Over Ten Years: \$25,513,371